



銀行服務及投資服務條款及細則

第一部份 銀行服務及投資服務一般條文

本一般條文適用於銀行服務及投資服務

1. 定義

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

“賬戶”	指閣下現在或將來以閣下名義在本行開立的一個或多個或全部的銀行賬戶及/或投資賬戶或同類型賬戶。
“賬戶指令”	指由本行指定的公司、合夥企業、獨資企業、個人或聯名賬戶開戶表格、印鑑卡及其他關於賬戶及/或投資賬戶運作或使用服務的文件。
“累積存款額”	指本行不時指定的結構性存款可以正式推出所需的由投資者存放於本行的最低總存款額。
“協議”	指閣下與本行就關於銀行賬戶及/或投資賬戶所訂立及不時修改、修訂、補充關於銀行服務及/或投資服務的書面協議，包括但不限於賬戶指令、本條款及細則及閣下就銀行服務及/或投資服務簽署予本行的其他所有文件。
“結構性存款申請書”	指由本行指定的並由閣下簽署以表明閣下同意投資結構性存款的申請書或其他文件。
“聯營公司”	指本行位於香港或其他地方的直接或間接的控股公司、附屬公司、關聯公司或其他分行。
“授權簽字人員”	指閣下委任及不時變更的並為本行接納的有權為操作銀行賬戶及/或投資賬戶或使用服務的任何事項而發出指示的授權簽字人員。
“授權使用者”	指就非個人客戶而言，由賬戶持有人指定按本條款及細則使用網路/電話銀行服務的人士。
“銀行賬戶”	指閣下現在或將來以閣下名義在本行開立的任何一個或多個或全部的銀行賬戶，包括但不限於儲蓄、支票、定期賬戶、備償戶，包含儲蓄、支票、定期賬戶的綜合賬戶及其他同類型戶口（投資賬戶除外）。
“銀行服務”	指本行提供或不時提供予閣下的關於銀行賬戶或其他同類型賬戶（投資賬戶除外）及網路/電話銀行的服務。
“營業日”	指香港持牌銀行營業的任何一天(不包括星期六)，另有規定者除外。
“中央結算系統”	指由中央結算設立及營運的中央結算及交收系統。
“中央結算系統保管人”	指中央結算所委任以提供中央結算系統保管人和存管人服務的人士。
“中央結算系統代理人”	指中央結算的代理人公司或中央結算委任提供中央結算系統代理人服務的其他人士。
“結算所”	就聯交所而言，是指中央結算；就任何外地證券交易所而言，則指向該外地證券交易所提供類似中央結算服務的結算所。
“業務代理”	指代表本行在香港或其他地方執行交易或結算的代理人，包

	括但不限於代理行、交易所或結算所的任何成員。
“衍生性產品”	指金融或其他合約，其價值反映貨幣、利率、債券、貨幣市場工具、證券、金屬及其他商品、金融工具、參考指數或任何其他基準的回報或收益，包括但不限於期權、期貨及互換。
“衍生性產品交易”	指閣下根據本協議進行的衍生性產品項下的交易。
“特定戶口”	指網路/電話銀行服務項下登記的及/或可接達該服務的所有賬戶。倘若客戶為非個人客戶則包括任何戶口(無論是以閣下或授權使用者名義開立)。
“合資格證券”	指中央結算不時指定和接受以在中央結算系統存放、交收及結算的證券。
“交易所”	指聯交所和任何外地證券交易所。
“外地證券交易所”	指獲准於一個國家或地區運作的證券交易所。
“中央結算”	指香港中央結算有限公司。
“香港”	指中華人民共和國香港特別行政區。
“港幣”	指現時香港的合法貨幣。
“網路/電話銀行服務”	指由本行不時提供予閣下的網路銀行服務及/或電話銀行服務。
“投資賬戶”	指閣下現在或將來以閣下名義在本行開立的任何一個或多個或全部的投資賬戶，包括但不限於互惠/單位信託基金、股票、衍生或結構性產品賬戶，包含互惠/單位信託基金、股票、衍生或結構性產品賬戶的綜合賬戶及其他同類型戶口（銀行賬戶除外）。
“投資服務”	指由本行提供及／或不時提供予閣下關於投資賬戶或其他同類型的投資戶口（銀行賬戶除外）的服務。
“場外交易市場”	指櫃檯交易市場。
“募集期”	指本行指定用以從有意投資結構性存款的投資人士中募集累積存款額的期限。
“證券”	與證券及期貨條例下的證券的釋義相同。
“聯交所”	指香港聯合交易所有限公司。
“服務”	指銀行服務、投資服務及，除非下文另有規定，網路/電話銀行服務或其中任何一項服務。
“簽署安排”	指閣下指定的及不時變更及由本行接納的一套關於有權操作賬戶及/或使用服務的人士的簽署安排。
“簽字式樣”	指有權操作銀行賬戶及/或投資賬戶或使用服務的人士的簽署式樣。
“常設結算賬戶”	指由閣下指定並以閣下名義(或以其他名義)開立的用以清算本行為閣下促成或與閣下達成的關於投資產品，包括但不限於互惠/單位信託基金、股票、衍生或結構性產品的交易及支付所有與相關交易有關的支出、收費、費用及佣金的賬戶。
“結構性存款”	指由本行提供或不時提供的任何一種或多種或全部的與指數掛鉤、貨幣掛鉤、利息掛鉤、證券掛鉤、信貸掛鉤或其他類型的結構性存款。
“結構性產品”	指結合兩項或多項結構性金融工具，其中最少一項為衍生性產品或工具的金融產品或工具。
“結構性產品交易”	指閣下根據本協議進行的結構性產品項下的交易。

1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。

1.3 除非另有說明，在本條款及細則中，凡提及條款及分條款，即指本條款及細則內的條款及分條款。

1.4 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。

- 1.5 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 在本條款及細則中所指的“本條款及細則”或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及／或補充的版本及就本條款及細則或其他文件不時進行修訂、延展、代替、取代及／或補充的文件。
- 1.8 在本條款及細則中，凡提及“本行”即指“第一商業銀行，香港分行”；在本條款及細則中，凡提及“閣下”，即指不時於“第一商業銀行，香港分行”開立賬戶或使用服務的客戶。

2. 服務的提供

- 2.1 本行可絕對酌情根據本條款及細則向閣下提供任何一項或多項或全部的銀行服務及／或投資服務及／或網路/電話銀行服務（視情況而定）。
- 2.2 服務將於本行絕對酌情權決定的營業時間內提供。
- 2.3 本行有權於任何時候部份或全部地撤回、取消或撤銷銀行服務、投資服務或網路/電話銀行服務。
- 2.4 在不影響上述條文的前提下，本行保留增加、修改、調整或縮減不時由本行提供予閣下的服務範圍的權利。惟本行須就上述各項根據所有適用的法律、規則、規例、指引、通函及守則給予閣下適當的通知。
- 2.5 本行在關閉（包括可行的情況下臨時性關閉）或搬遷分行，或在對任何分行的服務作出重大調整前，將給予閣下合理通知，除非實際情況不容許（例如基於不可預期之情況），否則通知期不應少於兩個月。相關告示亦將張貼於分行顯眼處，亦於網路銀行平台上另行發布公告，該通知將包含我們如何繼續為閣下提供服務詳情及聯絡資訊。

3. 指示

- 3.1 閣下同意根據不時由閣下提供予本行的賬戶指令、簽字式樣及簽署安排就賬戶及服務的所有事項發出指示。
- 3.2 本行有權執行本行合理地認為是來自閣下或授權簽字人員的任何的指示。本行將會要求閣下即時簽署一份由本行指定的表格以確認閣下的任何口頭指示。指示一經發出，只有在本行給予預先書面同意的情況下才可部份或全部地取消、撤回、更改或修改。
- 3.3 本行可按絕對酌情權拒絕接受或執行指示而無須作出任何解釋。倘若本行拒絕接受指示，本行將採取一切合理行動儘速通知閣下，但本行毋須對未能儘速通知閣下承擔責任。

4. 授權簽字人員

- 4.1 閣下須以書面通知本行及向本行提供授權簽字人員的詳細資料及簽字式樣連同附有其他由本行規定的資料。除非本行與閣下另有書面協議，授權簽字人員被授權可根據賬戶指令、簽字式樣及簽署安排就賬戶及服務的所有事項發出指示，但下列事項除外：—
- (i) 申請開立新戶口或設立新服務；
 - (ii) 更改授權簽字人員或簽署安排；及

(iii) 更改閣下之地址、聯絡號碼或賬戶持有人的其他個人資料。

- 4.2 除非本行與閣下另有書面協議，任何授權簽字人員及／或簽字式樣及／或簽署安排的任何更改、增加或撤銷均不會被視作生效除非及直至本行已實際收到令本行滿意的關於上述更改、增加或撤銷事項的文件及／或書面授權及有合理的機會就上述各項作出回應。
- 4.3 除非本行與閣下另有書面協議，任何有效的關於授權簽字人員及／或簽字式樣及／或簽署安排的更改、增加或撤銷均適用於所有賬戶或服務。
- 4.4 倘若一名或多名或所有賬戶持有人或服務使用者去世，本行在有關人士去世後及實際收到有關的書面通知前，根據授權簽字人員或其中任何一位的要求、指示或指令所作出的任何行為、事情、契據或事項，將對賬戶持有人或服務使用者、其遺產及遺產代理人及透過賬戶持有人或服務使用者或其中任何一名或多名人士進行申索的任何人等具絕對及終局性約束力。
- 4.5 尚存的賬戶持有人或服務使用者同意於任何時候均會追認由任何或所有授權簽字人員根據上述第 4.4 條分條款作出的所有行為、作為、契據、指令、命令或指示，並且承認上述各項對閣下具絕對約束力。

5. 免責

- 5.1 於法律容許的範圍內，本行對下列各項直接或間接導致或引致閣下的損失或損害不承擔任何責任：—
- (i) 取消或終止所有或任何賬戶及／或服務(視情況而定)；
 - (ii) 服務範圍的修改、調整或縮減；
 - (iii) 取消、撤回、撤銷或擱置閣下的交易或任何因超越本行能控制的情況而不能執行或進行的閣下的交易或指令；
 - (iv) 任何於傳送閣下的指示或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；
 - (v) 任何電訊公司、儀器或中介裝置洩露閣下通過上述媒介傳送予本行、本行的代理、第三者或由本行、本行的代理、任何其他第三者通過上述媒介傳送予閣下的指示或資料；
 - (vi) 任何涉及服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；及
 - (vii) 任何因虛假或其他詐騙行為而達致的交易。
- 5.2 於法律容許的範圍內，對於任何業務代理、交易對手、託管人、附屬託管人、專業顧問、經紀、交易商、代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致的損失或損害，本行毋須承擔任何責任。

6. 責任彌償與保證

- 6.1 於法律容許的範圍內，本行因疏忽或失責而需對閣下承擔的責任將不包括非直接、相關或懲罰性的損害、支出、損失或成本及利潤的賠償。
- 6.2 閣下向本行陳述與保證（此等陳述與保證將被視作於根據協議而進行的交易的當天由閣下重新作出）：—
- (i) 閣下有全面的權力執行及交付協議及其他任何有關之文件，有全面的權力履行協議下的義務及每項交易，並且已採取一切必要的行動授權上述各項的執行、交付及履行；

- (ii) 任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或對閣下具約束力的法律，或迫使閣下的資產產生了留置權、擔保權益或產權負擔；
 - (iii) 閣下就協議需取得所有政府、監管機構或其他方面的同意已取得並完全有效。所有上述同意的全部條件亦已經遵守；
 - (iv) 協議下的義務對閣下構成合法、有效及具約束力的義務並可按其條款付諸執行；
 - (v) 閣下將遵守所有不時適用於本行及閣下的任何相關司法管轄區、交易所、市場或監管機構的法律、規則、規例、指引、通函、守則及披露要求；
 - (vi) 閣下須即時提供或設法提供予本行所需的相關資料及協助以便本行可履行及遵守協議下的義務；及
 - (vii) 當賬戶是客户賬戶時，閣下設有可靠的制度去確認客戶的身分及有適當的制度及控制對將存放於已混合的戶口的款項再分配予背後的個別客戶。另外，閣下對用於開立賬戶及存入賬戶的款項的來源有確切的了解。
- 6.3 閣下保證及承諾按本行的要求追認及確認任何本行合理地履行本條款及細則的責任或義務時合法地所作出的行為、契據、事項或作為。
- 6.4 閣下保證及承諾全部及有效地彌償本行及本行的代理人及員工因本行行動而產生的所有成本、費用、責任及支出。

7. 終止及暫停

- 7.1 於不影響本條款及細則的其他條文的一般性的情況下，本行可絕對酌情於任何在不影響其他一個或多個賬戶及／或一項或多項服務的繼續運作的情況下，終止任何一個或多個或全部賬戶及／或任何一項或多項或全部服務。惟須給予閣下不少於30天的事先通知，本行將依閣下約定對帳單寄送之方式寄發通知。
- 7.2 若本行真誠地相信，有關賬戶或服務被操作或被利用作刑事或其他非法用途，則本行可毋須發出事先通知而即時終止有關賬戶或服務的權利。
- 7.3 倘若下列任何一項事項出現，本行保留暫停賬戶及／或服務的權利：—
- (i) 本行得悉賬戶的操作及維持及服務的使用有異常情況（不論是實際、推定或其他）；及
 - (ii) 本行收到由閣下或授權簽字人員發出的不一致的指示。
- 7.4 根據本第7條條款終止或暫停賬戶及／或服務：—
- (i) 不影響任何由閣下發動但於終止及暫停時仍未完成的交易；
 - (ii) 不影響任何已產生的權利、現行的承諾或其他任何擬於終止協議後仍然生效的合約條款；及
 - (iii) 閣下除須繳付下列各項外，並無任何罰款或附加費：—
 - (a) 任何協議下仍未繳清的收費、支出及費用；
 - (b) 本行於終止或停止時代閣下墊支的額外支出；及
 - (c) 任何因了結賬戶及／或服務項下仍未履行的義務而引起的損失。
- 7.5 閣下可發出有關的事先書面通知，並且按本行不時規定的方式及條件，終止任何賬戶及／或服務。

8. 留置權抵銷與併合

- 8.1 除本行根據法律有權享有的一般或銀行的留置權、抵銷或相類似的權利外及在不影響上述各項的前提下，本行可以為其本身及作為聯營公司代理人，在毋須事前通知閣下的情況下：

- (i) 結合或併合閣下在本行或聯營公司內開的不論是個人或聯名的全部戶口，包括銀行賬戶、投資賬戶或其他任何戶口。本行可以將任何此等戶口內之全部或任何證券、資產、款項或其他財產抵銷或轉撥，用以解除閣下對本行及／或任何聯營公司拖欠的債務，不論此等義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或分別的；及
 - (ii) 倘若閣下有任何款項到期而未付，保存所有或任何存放於或由本行及／或聯營公司以其他方式代閣下或以閣下名義持有的證券、資產、款項或任何其他財產，不論上述證券、資產、款項或其他財產是屬於保管或其他性質。同時，本行可將上述證券、資產、款項或其他財產或其任何部份以本行決定的價格及方式出售。為此，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以抵銷協議下的任何或所有欠款或拖欠。
- 8.2 本行可於任何時候毋須通知閣下酌情將賬戶內或服務下的款項以合法途徑按記項當天由本行決定的兌換率兌換成任何貨幣以達到結合、合併或抵銷的目的。

9. 不得扣減

- 9.1 所有由閣下付予本行的款項必須以約定貨幣或本行指定的貨幣支付。該等款項不得扣除任何現時或將來之稅項、徵費、費用、收費或預扣。同時，並不得進行任何抵銷、反索償或扣減。

10. 收費與利息等

- 10.1 本行有權就閣下操作或保持任何賬戶或提供任何服務而按照本行不時公佈的收費、費用及佣金表收取或徵收任何收費、費用及／或佣金。惟本行有權於給予閣下不少於30天的事先書面通知後，修改、修訂或更改費率或計算基準。上述的費用表可於閣下要求時提供。
- 10.2 閣下須按本行不時規定的利率，支付需付予本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止及根據本行現行的對有關幣值的實務按實際天數以365天為一年或360天為一年計算。

11. 結單及確認書

- 11.1 閣下有責任審閱及核對本行就任何交易及／或其他附帶事項發出的通知書、結單或確認書上的每項記項之準確性，如閣下認為任何記項有錯誤、異常及／或未經授權，閣下必須立即以書面通知本行。除非本行在列載有關記項的通知書、結單或確認書發出之日期起計90天內實際上收到上述通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作正確、正常及已獲恰當授權。
- 11.2 儘管上述第11.1條分條款的規定，閣下就下列事項享有提出追索的權利：—

- (i) 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行對該等交易未能採取合理謹慎及合理技巧加以識破；
- (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；及
- (iii) 由於本行疏忽或故意失責而引致的其他未經授權的交易。

12. 不可推翻的證據

- 12.1 除非存在明顯的偏差，由本行保存有關於任何賬戶及／或服務的賬冊、紀錄及筆記（包括但不限於，錄音帶、由本行員工或代理與閣下交往期間手寫的資料）將會於所有作為中，成為不可推翻的證據。

13. 聯名及合夥賬戶

- 13.1 除非另有規定，本第13條條款將適用於賬戶持有人或服務使用者多於一個人的情況，例如聯名賬戶持有人、信託人或遺產代理人或服務使用者。
- 13.2 當賬戶或服務使用者多於一個人時，所有賬戶持有人或服務使用者均須共同及分別地承擔協議項下的所有或任何義務或責任。
- 13.3 除非本行與閣下另有書面協議：—
- (i) 每一個聯名賬戶持有人或服務使用者均有全面及完全的權力在毋須通知其他聯名賬戶持有人或服務使用者的情況下與本行進行業務；
 - (ii) 任何一個聯名賬戶持有人均可有效地及最終地解除本行的義務或責任；及
 - (iii) 任何本行給予聯名賬戶其中一名持有人或其中一名聯名服務使用者的通知或通訊均會被視作送達予全部聯名賬戶持有人或服務使用者。
- 13.4 當任何一位賬戶持有人或服務使用者身故，協議不會因而終止，並保持有效及對其他在世的聯名賬戶持有人或服務使用者仍有約束力。並且，賬戶及服務項下的所有權利及權益將按照生存者取得權的規則施行並歸賦於賬戶或服務的生存者。
- 13.5 儘管上述條文，本行保留下列權利：—
- (i) 於採取任何行動前，向所有或多於一位的聯名賬戶持有人或服務使用者尋求共同指示；及
 - (ii) 倘若本行收到其中一名聯名賬戶持有人或服務使用者的指令與其他指示有衝突及不一致，本行有權通知一個或多個聯名賬戶持有人或服務使用者此等衝突及不一致及／或不執行有關指示直至本行收到認為恰當的進一步指示為止。
- 13.6 倘若閣下是合夥企業，下列條文將會適用：—
- (i) 除非本行另行同意，閣下的合夥協議不會對本行構成任何約束力(無論本行是否知悉該合夥協議)，而閣下的賬戶及服務將受本條款及細則規管；
 - (ii) 所有合夥人將共同及分別地承擔協議項下的義務及責任；
 - (iii) 即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理聯名賬戶或使用服務，直至本行收到實際的變更通知為止；及
 - (iv) 除非本行另行同意，閣下於組織變更時，將向本行提供新的賬戶指令及開立新戶口。

14. 保密及外判

- 14.1 本行應對涉及賬戶及/或服務的資料予以保密，但可在未經閣下事先同意的情況下，於被要求時將任何該等資料提供給監管機構或執法機構，又或可不時提供給本行的分行及／或聯營公司以便其向閣下提供服務。
- 14.2 倘若閣下是個人，本行使用閣下個人資料時會受到香港規管私人資料使用的《個人資料(私隱)條例》的約束。另外，本行發出的個人資料私隱政策聲明已附載於本條款及細則。
- 14.3 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行有權在毋須給予閣下進一步通知的情況下，將協議項下本行的職能委託予任何聯營公司或本行授權的代表以便其執行上述職能。
- 14.4 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行有權以本行認為合適的方式將全部或任何部份的服務外判予香港或香港以外的聯營公司、代理人或其他人士。惟本行仍需對外判事項承擔責任。

15. 利益衝突與披露

- 15.1 本行及／或聯營公司與閣下可能會直接或間接在交易中，有利益、關係、安排或責任上的衝突（下稱“重大利益”）。本行會採取一切合理步驟，並根據所有適用的法律、規則、規例、指引、通函及守則令閣下於該等交易中得到公平的對待。
- 15.2 儘管存在重大利益，本行有權在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下為閣下就交易提供意見或提議或進行交易，又或以閣下的代理人身分行事或提供其他服務，而本行無責任向閣下披露由上述服務而產生的利益。
- 15.3 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，（本行除須向閣下通知所收取的有關收費或佣金外）無責任向閣下解釋或披露本行在為交易提供服務上收取的任何利益、佣金或報酬（不論從閣下身上或因重大利益或其他方面獲得）。

16. 收賬

- 16.1 本行有絕對權利聘用催收代理人以收取閣下在協議下到期未付的任何款項。閣下同意並確認已被忠告，於法律容許的範圍內，閣下須以全額賠償基準賠償本行在聘用催收代理人所合理地產生的全部費用、收費及支出。

17. 不可抗力

- 17.1 本行同意竭盡所能地以及時的方式履行本行的義務，但倘若本行由於超越其合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、故障或關閉、或任何法律或政府或其他監管要求的實施或改變（包括釋義的更改）而不能或需延遲履行責任，則本行不須對此承擔責任。本行亦毋須對閣下因上述原因而遭受的損失或損害負責。

18. 寬免

- 18.1 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。

19. 繼承及轉讓

- 19.1 協議對協議的當事人及其繼承人及其容許的受讓人均具約束力，有關繼承人及容許的受讓人均享有本協議項下的權益。
- 19.2 閣下不可轉讓任何協議下的權利、權益、權力、義務或責任。
- 19.3 本行可以隨時轉讓協議下的所有或部份權利或利益，而受讓人應有與本行相同的權利或利益，猶如受讓人是協議的當事人一樣。閣下通過本19.3條分條款放棄及寬免質疑此等轉讓的有效性的權利。

20. 條款的獨立性

- 20.1 倘若協議的某些條文於任何時候被禁止或被法庭裁定不合法、無效或在法律上不能執行，此等條文將被視作從協議中分割出去及變得無效，但不會因此而修改了協議的其他條文，而協議的其他情況、合法性及可執行性均不受影響。

21. 修訂

- 21.1 閣下同意及接受，在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行可於任何時候通過張貼有關書面通知於本行營業地點的顯眼處或其他本行酌情認為合適的方式單方面修改本條款及細則的條款及細則。

22. 通知

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

23. 時間要素

- 23.1 就協議項下的任何條款而言，時間為協議的要素。

24. 提供及變更資料

- 24.1 閣下確認及承認，閣下提供予本行的資料為真實、全面、準確及最新的。閣下同意於任何主管當局不時作出適當要求時，閣下會提供進一步資料。
- 24.2 閣下及本行承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，閣下及本行同意：—
- (i) 倘本行業務出現任何重大變動，而該等變動可能影響本行向閣下提供之服務，則本行將會通知閣下有關變動；及
 - (ii) 閣下將通知本行有關姓名、地址、詳細資料或其他資料之任何變動，並按本行合理之要求提供證明文件。

25. 貨幣風險

- 25.1 對於賬戶項下或關於服務的以外幣進行的交易，閣下承認由於兌換率的波動，此等業務有可能導致盈虧，該等盈虧須全部由閣下承擔。

26. 爭議

- 26.1 倘若本條款及細則中英兩種語文版本之間的釋義或涵意有不一致，閣下和本行均同意以英文版本為準。

27. 一般規定

- 27.1 在提供服務或進行交易的時候，本行或本行的代理人可能需要（但非必要）以本行認為合適的方式記錄閣下關於任何服務的口頭指示及/或任何對話。
- 27.2 本行有權將已經縮微攝影／掃描的任何與賬戶或服務有關的文件銷毀，並可在本行認為適當的一段時間之後銷毀縮微膠卷／掃描紀錄。

27.3 倘若閣下遺失協議項下向本行發出有關服務的指示所需的身分證明文件、法團印章或圖章，閣下須立即以書面通知本行。本行對於任何在未收到該通知及本行未有合理機會回應前的基於上述文件或法團印章或圖章支付的款項或執行的交易不承擔任何責任。

27.4 倘若閣下是多於一個人的情況時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。

28. 適用法律及司法管轄權

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

第二部份 銀行服務一般條文

本一般條文須與銀行及投資服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本條文為準。

1. 代收

1.1 本行可絕對酌情拒絕或接受票據加以代收或交換。倘若本行接受票據加以代收，閣下須支付本行規定的代收費用及支出。

1.2 本行可按照現行的銀行慣例拒絕為閣下接受票據加以代收或交換，特別是，但不限於：—

- (i) 收款人名稱與閣下的名稱不符；
- (ii) 代收及/或交換票據的收款人名稱並非包括所有賬戶持有人；或
- (iii) 其他合理原因。

1.3 任何由於本行合理規定的截數時間後才存入的交換票據將於緊接的營業日始行入賬。倘若交換票據於截數時間前存入，利息將於當天項記，倘若截數時間後才存入，則利息於緊接的營業日累算。倘若交換票據不獲兌現，利息將會予以沖回。

2. 匯款

2.1 於法律容許的範圍內，本行毋須因延誤或未能執行匯款指示承擔責任。本行對業務代理何時解付匯款予收款人不作任何保證及承諾。此外，本行毋須因業務代理延誤或未能解付匯款予收款人承擔責任。

2.2 除非本行與閣下另有書面協議，匯款將按解付地的貨款解付。業務代理將於解付予收款人前從匯款中扣除合理費用。

第三部份 銀行服務特別條文

本特別條文須與銀行服務及投資服務一般條文、銀行服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本條文為準。

1. 儲蓄賬戶

1.1 利息按本行不時規定的利率，根據每日結餘額並按本行不時規定的相隔時段計算。閣下應得的利息每半年入賬一次，或按本行不時規定的其他基準入賬。

- 1.2 倘若屬月結單儲蓄賬戶，月結單將於每月或由本行指定的相隔時段寄出予閣下。倘若該月賬戶內無記項，則不會寄發月結單。

2. 支票賬戶

- 2.1 除非本行與閣下另有書面協議，否則支票賬戶的結餘並無利息。
- 2.2 倘若本行給予閣下臨時透支，閣下承諾將透支全數連同按本行規定的利率計算的利息償還予本行。
- 2.3 閣下於本行開立支票賬戶時，將獲發給一本支票簿。支票簿必須於任何時刻均妥為保存，如有需要，應予鎖藏，以杜絕被非法獲取的情況。
- 2.4 在申領支票簿時，閣下須先行填妥並簽署支票簿申請表，遞交本行或以本行接納的其他方式申領。本行可酌情拒發支票簿。除非本行與閣下另有協議，本行將按紀錄所示的通訊地址以郵寄方式或其他本行絕對酌情認定的方式，將新支票簿送交閣下。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔責任。
- 2.5 閣下於收到新支票簿後，應在使用前核對支票上印示的序列號碼、戶口編號及於支票簿上載印的閣下姓名，並核對支票數目。如有異常的情況，應立即通知本行。
- 2.6 支票須以由本行指定的形式根據由本行制訂的條款及細則簽發，並且只適用於指定的戶口。
- 2.7 倘若已簽署的支票或支票簿遺失、被竊或難以尋獲，閣下應立即以書面通知本行。
- 2.8 倘若以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上平行的雙橫線。
- 2.9 閣下在簽發支票時應小心謹慎以確保其準確性，並同意不使閣下簽發的支票有機會被人塗改或作出詐騙或偽冒行為，特別是，但不限於：—
- (i) 在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
 - (ii) 在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
 - (iii) 所有支票必須以不能擦掉的深色墨水或原子筆或印表機或支票機以中文或英文填寫或繕印，支票的簽名必須與簽字式樣相同。
- 2.10 支票如有塗改或增添，必須由發票人全簽證實。閣下同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。
- 2.11 任何於賬戶內未有足夠或已結算的款項情況下簽署的支票將不會被兌現。任何不按簽字式樣簽署、不完全填妥、有技術性錯誤、塗改而未有全簽名確認、破損、未到期或過期的支票均不會被兌現。有關退票的合理費用將借記閣下的支票賬戶。
- 2.12 閣下須以清晰及毫不含糊的指示，於支票實際支付前，通知本行止付支票，並清楚說明有關支票的號碼。倘若閣下：—
- (i) 除支票號碼外，尚能提供除有關支票號碼之外的其他資料，本行不負責確保該等其他資料與憑號碼辨認的有關支票的資料相符；及
 - (ii) 如閣下只能提供有關支票的其他資料而非有關支票的號碼，本行並無責任採取任何行動。惟本行可酌情執行該指示，但毋須就此承擔責任。
- 2.13 倘若本行無法鑑定止付支票指示的真偽，本行在並未與閣下作出相反的特別安排下，毋須

採取任何行動。惟本行可酌情執行本行憑誠信相信是由閣下發出的指示，而即使該指示為虛假、不正確、不清楚，本行亦毋須就此承擔任何責任。

3. 定期賬戶

- 3.1 利息計至定期存款到期日的前一日止，並在到期日支付。屆時可供提取或加入本金續存。
- 3.2 當定期存款提取或轉存時，閣下會獲通知累計利息及預扣稅項（如適用）的詳細資料及/或細目分類。
- 3.3 定期賬戶於閣下存入首筆定期存款時開立。閣下只可開立本行備有的貨幣的定期賬戶，並須按照本行不時規定的最低開戶存款額及存款期限存放。
- 3.4 於閣下要求時，本行可酌情在存款到期日前付還存款。在此情況下：—
 - (i) 本行毋須支付該存款的利息；
 - (ii) 本行可將閣下因中途終止存款而令本行須就該存款的餘下存款期向資金市場另行拆入款項所涉的手續費及額外費用(如有)從付還予閣下的總款項中扣除；及
 - (iii) 本行可將任何已付給閣下的利息及已付予政府的稅項(如有)從本金中扣除，餘款始付還閣下。
- 3.5 倘若閣下要求提取定期存款時，本行有權（但無必要）要求閣下提交及出示有關的存款確認書、存款收據或存款證明書。
- 3.6 如定期存款的到期日並非為營業日，存款將於緊接的營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前的最後一個營業日付還。
- 3.7 所有存款、續存或提款，均須依照不時由本行決定的條款及細則辦理。
- 3.8 有關存款到期處理方法的指示或修訂指示必須清晰及毫不含糊，並最遲須於到期日的前一個營業日送達本行。倘若閣下已作出存款到期自動續存指示，續存利率將採用由本行絕對酌情決定的於到期日當天的特定時間的利率。
- 3.9 如本行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按本行不時規定的利率計算，應付的利息只會在收到指示後方會存入有關定期賬戶。

4. 網路/電話銀行服務

- 4.1 本行將根據本第 4 條條款並透過任何由本行或他人代表本行設立、運作及/或維持之互聯網網站或電話系統，不時提供網路/電話銀行服務及設施，以便客戶向本行發出網路或電話指示及與本行聯絡，以便進行銀行事務、投資、理財或其他任何性質的買賣交易，及獲取本行及/或聯營公司提供之服務、產品、資料、貨物、利益及優惠。
- 4.2 網路/電話銀行服務只會在其所屬司法管轄區內合法容許之情況下提供。網路/電話銀行服務與有關之資料並不擬提供予其他司法管轄區之人士使用。進入此等網頁之人士應留意並遵守任何適用之限制。
- 4.3 作為網路/電話銀行服務之一部份，本行可透過任何互聯網網站提供由任何其他人士（下稱“資料供應商”，亦包括向資料供應商提供資料之任何人士）提供之財務、市場或其他資料及數據（下稱“市場資料”），及以任何形式、媒介或途徑，提供由市場資料編製之報告（下稱“報告”）。

- 4.4 本行有權決定並不時更改所提供之網路/電話銀行服務範圍及類別，包括但不限於：
- (i) 隨時增加、修改或削減網路/電話銀行服務；
 - (ii) 制訂或更改使用網路/電話銀行服務之限制，例如閣下使用網路/電話銀行服務進行任何買賣交易或任何類別之買賣交易之每日最高或最低交易限額；及
 - (iii) 指定及更改網路/電話銀行服務之日常服務時間，以及任何服務類別或交易之每日截數時間。本行於適用之每日截數時間後接獲之任何閣下的指示，將被視為於下一營業日收到。本行可根據不同時區之市場運作時間，指定網路/電話銀行服務的營業日及每日截數時間。
- 4.5 本行可要求閣下就使用網路/電話銀行服務而指定或登記專用戶口。
- 4.6 網路/電話銀行服務為閣下提供操作戶口、進行買賣交易及獲取本行及/或聯營公司不時提供之服務、產品、資料、貨物、利益及優惠之額外途徑。使用網路/電話銀行服務而進行之買賣交易，須受本第 4 條條款、本行之重要聲明及互聯網私隱聲明之規管。所有其他規管有關戶口、交易、買賣、服務、產品、資料、貨物、利益及優惠之條款仍將適用於網路/電話銀行服務。然而，若當中存在任何差異，使用網路/電話銀行服務時將以本第 4 條條款為準。
- 4.7 倘若閣下屬個人客戶，網路/電話銀行服務僅供閣下專用。倘若閣下屬非個人客戶，則閣下須按照本行所規定之程序指派經本行准許之一名或多於一名人士（倘若閣下為獨資企業，則包括獨資經營者）使用網路/電話銀行服務（下稱“授權使用者”），而網路/電話銀行服務僅供授權使用者使用，任何其他人士概無權使用。
- 4.8 閣下及/或授權使用者使用網路/電話銀行服務前，須首先於網上或電話登記，或以其他本行不時指定之方式登記，並表明接納使用網路/電話銀行服務所須遵守之一切條款及細則，閣下及/或授權使用者並須提供本行合理地指定作為識別閣下及/或授權使用者身分的資料。
- 4.9 一經登記使用網路/電話銀行服務，閣下及/或授權使用者保證就網路/電話銀行服務而提供予本行之所有資料乃屬真確、完整及最新的資料。
- 4.10 閣下及（如適用）授權使用者不得使用或在知情下容許任何其他人士使用網路/電話銀行服務、市場資料及/或報告作任何非法目的或活動。閣下及（如適用）授權使用者如察覺此等情況，應盡快通知本行。
- 4.11 本行為回覆網上或電話查詢而透過互聯網網站、電話系統或其他方式提供之任何兌換率、利率、買賣報價或其他價格及資料僅供參考之用，並不具任何約束力。儘管本行曾提供不同之利率、兌換率、報價及資料，閣下及（如適用）授權使用者一經接納本行就有關交易而提供之任何利率、兌換率、報價及資料，即對閣下具有約束力。
- 4.12 閣下及（如適用）授權使用者承認經由互聯網傳送之指示、資料或通訊，可能會出現時差。
- 4.13 閣下（倘若屬非個人客戶，則為閣下或授權使用者）使用網路/電話銀行服務時須遵照本行於網路、電話或以其他途徑提供之指引，選定使用者識別名稱（下稱“使用者名稱”）及密碼（下稱“密碼”）。以便識別閣下及/或授權使用者之身分。
- 4.14 閣下（倘若屬非個人客戶，則為閣下或授權使用者）可隨時更改密碼，惟任何更改須於本行接納後方為有效。除得到本行同意外，不得更改使用者名稱。
- 4.15 閣下及（如適用）授權使用者須以真誠行事，並採取合理措施將使用者名稱及密碼保密。無論任何時間或情況，閣下或授權使用者均不得將使用者名稱及/或密碼向其他人士披露。

- 4.16 倘若使用者名稱及/或密碼不慎或未經授權而為其他人士知悉，閣下及（如適用）授權使用者須負全責。而使用者名稱及/或密碼被未經授權人士使用或被用作未經授權用途之風險，亦概由閣下及（如適用）授權使用者承擔。
- 4.17 閣下（倘若屬非個人客戶，則為閣下或授權使用者）如發現或懷疑使用者名稱及/或密碼為未經授權人士所知悉，或被用作未經授權用途，須盡快親身通知本行，或以電話或根據本行不時指定之其他方式通知本行（本行可要求閣下以書面確認所提供之資料）。在本行實際收到該等通知前，閣下及（如適用）授權使用者須就任何及所有因未經授權人士使用網路/電話銀行服務或作未經授權用途負責。
- 4.18 閣下（倘若屬非個人客戶，則為閣下或授權使用者）於登入網路/電話銀行服務及向本行發出網路或電話指示前，須先鍵入使用者名稱及密碼。就網路/電話銀行服務而發出之指示必須按本行不時指定之方式進行及於本行實際收到後，始視為經由本行收妥。
- 4.19 倘若屬非個人客戶，閣下及授權使用者須共同及分別承擔本第 4 條條款所述之責任及義務，而本行根據所收到之指示進行之所有交易於各方面對閣下及授權使用者均具約束力。閣下及授權使用者不可撤銷地授權本行按照指示於有關戶口作出提存。閣下及授權使用者須確保有關特定戶口具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及/或信貸額不足而未予執行之任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲閣下及授權使用者同意或向彼等發出通知，而閣下及授權使用者須對因此而產生之任何透支、墊支或借項承擔全部責任。
- 4.20 任何提供使用者名稱及密碼之指示一經發出，如未得本行或相關之聯營公司同意，概不得廢除或撤回。所有此等已作出之指示，不論由閣下或授權使用者或任何聲稱為閣下或授權使用者之人士發出，如經本行或相關之聯營公司以真誠予以理解及執行後，即不可撤回及對閣下及（如適用）授權使用者具有約束力。除核對使用者名稱及密碼外，本行及相關之聯營公司並無責任核證作出該等指示之人士之身分或授權，或此等授權之真確性。
- 4.21 本行祇會執行本行認為合理可行之指示，並將遵照本行正常業務慣例及程序行事。
- 4.22 本行將在網路或電話發出已收訖指示及/或已透過網路/電話銀行服務執行交易之通知或確認。此等通知或確認一經傳送，即視為閣下及（如適用）授權使用者經已收到，閣下及（如適用）授權使用者須負責查核該等通知或確認。倘若在收取同類通知或確認通常所需之時間內尚未收到有關通知或確認，閣下及（如適用）授權使用者有責任向本行查詢。
- 4.23 於互聯網網站提供有關任何賬戶或交易之資料均僅供參考之用。除非能提供相反證明，否則概以本行對此等賬戶及交易以及任何使用網路/電話銀行服務之紀錄為準。
- 4.24 本行有權執行任何付款及要求閣下及（如適用）授權使用者按本行所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按本行在當時有關外匯市場之當時兌換率而釐訂之兌換率進行，有關兌換率對閣下及授權使用者而言，均屬具終局性，並具有約束力。
- 4.25 本行保留可就使用及/或終止網路/電話銀行服務而收取費用及調整此等收費之權利。本行可不時釐訂任何有關之收費及於該等收費生效前向閣下發出合理通知。如閣下於生效日期或以後仍繼續使用網路/電話銀行服務，此等收費即對閣下具有約束力。本行並將指定向閣下收取收費之方式及相隔期間。
- 4.26 閣下及（如適用）授權使用者須提供本行為提供網路/電話銀行服務而不時合理地要求之資料。
- 4.27 閣下及（如適用）授權使用者授權本行可根據本行執行交易所在之任何司法管轄區之任何法律、規則或規例，或該等司法管轄區之任何交易所、政府或監管機構之要求（不論是否

在法律強制下)，將有關閣下、授權使用者、戶口及/或本行代閣下及/或授權使用者執行之交易之一切資料，披露及轉移予任何人士。

- 4.28 閣下及（如適用）授權使用者不得或不可試圖解構、還原、翻譯、轉換、改編、改動、更改、添加、增添、刪改或以任何方式干擾或進入網路/電話銀行服務之任何部份或任何互聯網站或當中組成之任何軟件。
- 4.29 閣下及（如適用）授權使用者承認有責任自行透過其慣常之買賣渠道，獨立決定買賣之市價、利率及兌換率；並有責任在依賴任何市場資料及/或報告或據此行事前，自行予以核證。同時，亦有責任就使用網路/電話銀行服務、市場資料及報告、本第 4 條條款及進行之任何買賣交易在所有適用法律下對閣下可能產生之影響，尋求法律、財務、稅務及其他方面的獨立專業意見。
- 4.30 除本第 4 條條款之其他條文規定外，倘若屬非個人客戶：—
- (i) 就本行提供網路/電話銀行服務的履行、行使及保持本第 4 條條款所述之責任、權力及權利，本行可要求閣下及授權使用者簽署本行認為必須或適宜之任何表格及/或文件，並提供任何資料及履行有關行為；
 - (ii) 閣下同意，在閣下及/或本行所設定使用網路/電話銀行服務之任何每日限額或其他限制之規限下，授權使用者可發出指示，以其認為適當之任何方式操作任何及所有特定戶口（包括但不限於自指定戶口中提取及/或轉撥款項予其本身及/或任何其他人士，不論是否供其本身使用及為其利益）。閣下授權本行按照本第 4 條條款執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確；
 - (iii) 閣下有責任採取適當措施，不時監察及控制網路/電話銀行服務之使用，委任及更改授權使用者及特定戶口，以及採取適當安全措施以防止網路/電話銀行服務被未獲授權人士使用或被用作未經授權之用途，包括但不限於，就授權使用者可於指定戶口扣除、提取或轉撥之款項設定每日最高限額或其他限制；及
 - (iv) 閣下可指定任何特定戶口，授權授權使用者透過使用網路/電話銀行服務（而不得透過任何其他方式）單獨操作該等戶口，不論現時就操作此等戶口（包括任何交易限額）有任何適用之相反條文或協議。為免生疑問，任何該等相反條文或協議應被視作修訂至可使本第 4.30(iv)條分條款具有效力。
- 4.31 閣下及（如適用）授權使用者承認及同意網路/電話銀行服務、市場資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（以下統稱“保密資料”），均屬本行及有關資料供應商之商業秘密、機密及所有權財產。
- 4.32 除非本第 4 條條款另行許可，閣下及（如適用）授權使用者不得，及不可試圖：—
- (i) 出售、轉讓、披露、轉讓、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，或將任何保密資料作商業用途；
 - (ii) 將保密資料上顯示之任何所有權標記（包括但不限於任何商標或版權通告）移除、塗掉、擦去、遷移或更改；或
 - (iii) 將保密資料與任何其他程式結合或合併。
- 4.33 以下之披露限制並不適用於任何保密資料：—
- (i) 法律強制規定之披露，惟只限於法律規定之範圍，及在閣下或授權使用者向本行發出要求披露之書面通知後；或
 - (ii) 本行已書面明確同意有關之披露。
- 4.34 閣下及（如適用）授權使用者同意有關保密資料之一切權利、所有權及權益，以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品，均屬本行

及有關資料供應商之獨家財產。此等權利、所有權或權益（除根據本第 4 條條款使用網路/電話銀行服務、資料及報告外）均不得轉移或轉讓予閣下或授權使用者。閣下及（如適用）授權使用者亦不得作出顯示其持有任何此等權利、所有權或權益之任何聲明或作為。

- 4.35 資料供應商可就由其提供之任何市場資料不時制訂有關之條款及細則，並將事先通知該等條款及細則之生效日期。閣下及（如適用）授權使用者於條款及細則生效當日或之後使用該等市場資料，即表示閣下及授權使用者接納該等條款及細則。
- 4.36 互聯網網站之市場資料及報告祇供參考之用，並不擬用作買賣或其他用途。本行或任何資料供應商均不應被視為閣下及（如適用）授權使用者之投資顧問。
- 4.37 本行或任何資料供應商對任何市場資料或報告之次序、準確性、真確性、可靠性、充裕程度、時間性或完整性，或其是否適宜作任何用途概不作出保證、聲明或擔保，亦不會就閣下、授權使用者或任何其他人士因依賴市場資料或報告而承擔任何法律責任（不論為侵權或合約或其他方面）。
- 4.38 資料將按其供應時之形式提供，並列明直接提供資料予本行之資料供應商名稱。本行不會就任何資料供應商提供之市場資料註明或表示任何意見，亦無責任對有關市場資料進行檢查或核證。
- 4.39 本行不會就網路/電話銀行服務、市場資料及/或報告之提供或暗示作任何保證、聲明或擔保。本行之僱員或代理人或資料供應商亦未獲授權發出任何保證、聲明或擔保。
- 4.40 本行將根據適用於本行之任何法律、規則、規例、指引、通函、守則及現行市場習慣，採取合理可行之步驟，以確保與網路/電話銀行服務有關之系統已裝置足夠之保安設施，並於系統運作時，對有關風險予以監控。
- 4.41 本行、任何聯營公司或任何資料供應商，概不保證或聲明網路/電話銀行服務、資料及報告不含有任何對閣下及（如適用）授權使用者之硬件、軟件或設備造成不利影響之病毒或其他破壞性程式。
- 4.42 除非引用下述第 4.45 條分條款，或由於本行、任何聯營公司、各自之職員或僱員之嚴重疏忽或故意失責所引致（有關之賠償僅限由此直接引致之合理可預見損失及損害（如有），或有關之交易金額（以較低者為準）），本行或任何聯營公司概不會就由以下所引致之後果，而向閣下或任何其他人士承擔任何法律責任或責任：—
- (i) 由閣下（倘若屬非個人客戶，則授權使用者）或任何其他不論是否獲授權之人士使用網路/電話銀行服務及/或取得任何資料；
 - (ii) 在提供網路/電話銀行服務、傳送與網路/電話銀行服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或本行所能合理控制範圍以外之情況，包括但不限於通訊網路失靈、提供服務之第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、規例、守則、指令、監管指引或政府命令（不論是否具法律效力）而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及
 - (iii) 透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與閣下及或授權使用者依據網路/電話銀行服務進行服務及/或交易或買賣有關之資料及/或數據。
- 4.43 在任何情況下，本行、聯營公司或任何資料供應商，毋須對閣下、授權使用者或任何其他人士就任何偶發性、間接、特殊或相應或懲罰性損害賠償負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。
- 4.44 除非引用下述第 4.45 條分條款，否則因閣下、授權使用者或任何其他人士（不論是否獲得授權）使用網路/電話銀行服務及/或因使用網路/電話銀行服務取得任何市場資料或報告或

任何其他資料而引致之後果，均由閣下及（如適用）授權使用者全部承擔。

4.45 根據上述第 4.17 條分條款之限制，及本行合理地認為閣下及（如適用）授權使用者並無疏忽、欺詐或錯失，則閣下及授權使用者毋須就下述原因引致網路/電話銀行服務被未經授權交易而產生損失或資金錯置負責：—

- (i) 若本行採納上述第 4.41 條分條款之風險監控措施而能避免之電腦罪行；
- (ii) 本行之人為或系統失誤；或
- (iii) 因本行、本行之職員或僱員重大疏忽而導致之未有付款或錯誤付款。

4.46 除非引用上述第 4.45 條分條款，或由於本行、任何聯營公司、任何資料供應商及其各自之職員或僱員之重大疏忽或故意失責所引致，否則閣下須承擔（及倘若屬非個人客戶，則閣下及授權使用者須共同及分別承擔）賠償本行、任何聯營公司、任何資料供應商及其各自職員及僱員因提供網路/電話銀行服務、資料及/或報告或行使或維持本行在本第 4 條條款下賦予之權力及權利所招致之任何法律行動或訴訟而承受之一切法律責任、索償、要求、損失、損害賠償、訟費、任何形式之費用及支出（包括但不限於按全數彌償基準支付之法律費用）。

4.47 本行可隨時暫停或終止所有或任何網路/電話銀行服務或閣下及（如適用）授權使用者之使用權，而毋須給予通知或理由。

4.48 閣下可向本行發出不少於 5 個營業日之事先書面通知後而隨時終止使用網路/電話銀行服務。

4.49 為使本第 4 條條款之所有規定之涵義有效，本第 4 條條款之所有條款及細則在暫停或終止網路/電話銀行服務及/或使用網路/電話銀行服務時仍然有效，並且於有關之暫停或終止後仍具十足效力及作用。儘管有此等暫停或終止，只要本第 4 條條款乃與閣下及（如適用）授權使用者仍須履行之任何義務或法律責任有關，閣下及（如適用）授權使用者將仍須繼續受本條款及細則約束。

4.50 本行可隨時及毋須另行通知下，動用閣下之任何戶口及（如適用）授權使用者之任何戶口（不論以閣下或授權使用者之名義，或以閣下或授權使用者及任何其他人士之名義開立）中任何貨幣之任何貸方結餘，作為償還閣下或授權使用者根據本條款及細則拖欠本行之任何債項（不論以任何身分及屬實際或或然債項，亦不論是閣下或授權使用者本身拖欠或是閣下或授權使用者連同任何其他人士拖欠）。

4.51 在不影響其他法律賦予本行的權利及權力的情況下，本行有權行使留置權留置閣下及（如適用）授權使用者存放於本行或由本行持有或控制之所有資產，（不論本行是否在一般銀行業務運作下，或其他理由接受閣下及（如適用）授權使用者託管）。本行有權出售此等資產，用以償還閣下或授權使用者拖欠本行之債項。

4.52 本行可隨時及不時修訂適用於網路/電話銀行服務的條款及細則及/或加入額外條文。有關之任何修訂及/或增補在本行向閣下，如閣下有委任授權使用者，則向閣下及/或授權使用者，發出合理通知，而有關通知可在互聯網網站發佈，或按照本行認為合適之方式展示、公告或刊登後即會生效。倘若閣下及（如適用）授權使用者在修訂生效當日或之後繼續維持或使用網路/電話銀行服務，則有關修訂將對閣下及（如適用）授權使用者具有約束力。若本行要求閣下確認接受有關任何的修訂及/或加入之額外條文，閣下授權及指示本行可接受授權使用者代表閣下確認接受有關之修訂，而閣下亦須因此而受到約束。

4.53 在不影響其他於本條款及細則的條文的情況下，本行可不時根據本第 4 條條款發出各類的通知訂明其通知之形式（不論為書面通知或其他方式）及通訊方式。

5. 結構性存款

- 5.1 結構性存款將以本行規定的貨幣存放，並須存放由本行不時決定的最少的存款額及其倍數。結構性存款須以由本行不時規定的期限存放。本行保留接受或拒絕閣下投資結構性存款而毋須作任何解釋的權利。
- 5.2 閣下簽署結構性存款申請書時，須同時將由本行規定的數額的存款（下稱“結構性存款款項”）存入本行指定的賬戶。
- 5.3 除非本行與閣下另有書面協議，本行須於規定的截數時限前收到結構性存款款項。
- 5.4 閣下同意在有關結構性存款開辦前，或於接獲本行書面通知不獲許可或批准投資於結構性存款之時為止（以較早發生者為準），不會從提取、撥轉任何結構性存款款項，亦不會對結構性存款款項設置任何產權負擔或以其他方式處置存款。
- 5.5 募集期一經屆滿及客戶的存款總額已達到累積存款額，本行須適時地向閣下發出結構性存款交易通知（下稱“確認通知書”）。確認通知書將詳列結構性存款的資料。同時，本行可將結構性存款款項提取用以代閣下根據有關結構性存款的確認通知書，結構性存款申請書、合約細則、招募書、發售或組成文件（下稱“條款及細則確認文件”）的條款及細則投資於結構性存款。倘若確認通知書與條款及細則確認文件存在差異，則以確認通知書為準。
- 5.6 募集期屆滿時，倘若發生本行未能募集到足夠的累積存款項，結構性存款將被視作未能推出。本行將通知閣下及退回閣下結構性存款款項連同由本行不時規定的利率所計算的利息。儘管未能成功推行有關的結構性存款，閣下不會對本行有任何追索權。
- 5.7 除非本行與閣下另有書面協議，閣下不可於到期日前提取、轉撥、設置任何產權負擔及以其他方式處置閣下於結構性存款之權益。
- 5.8 於法律容許的限度內，閣下須對違反上述第 5.7 條分條款所導致本行的一切合理損失或損害彌償本行。
- 5.9 除於確認通知書中特別訂明容許提前終止的結構性存款外，閣下及本行均同意不會在到期日之前終止結構性存款。除非本行另行同意及根據本行不時規定的條款進行決定，否則不容許閣下於到期前提取結構性存款。閣下同意及確認此等於到期前提款的結構性存款所收取的款額總款極可能少於閣下已投資的本金金額。本行有權從退還予閣下的款項中扣除因到期日前提取而導致的費用及附加的成本。
- 5.10 閣下同意及確認，倘若結構性存款不論任何原因於到期日之前終止，閣下於結構性存款的任何基礎投資項目，包括任何衍生性工具須於結構性存款終止時同時終止。
- 5.11 本行須按確認通知書內的條款計算及清算結構性存款之收益。
- 5.12 閣下向本行陳述及保證：—
- (i) 於存入結構性存款予本行前，閣下已細閱並充分明白：—
 - (a) 條款及細則確認文件、結構性存款的產品特性、描述、條款、細則及相關風險；
 - (b) 結構性存款的風險披露聲明；及
 - (ii) 閣下同意受載於結構性存款申請書、條款及細則確認文件、確認通知書或其他文件的條款及細則所約束。
- 5.13 本行可毋須事先通知，隨時保存任何應付予閣下的金額，以支付閣下就任何賬戶應付或可能需支付予本行之金額。

第四部份 投資服務一般條文

本條文須與銀行及投資服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本條文為準。

1. 授權

- 1.1 本行被授權根據所有適用的法律、規則、規例、指引、通函、守則及交易所、結算所或其他不時的場外交易市場的市場慣例進行交易。所有以此進行的交易都對閣下具約束性。
- 1.2 本行有不受約束的權力指示業務代理進行交易並承認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則或場外交易市場關於有關交易的市場慣例。上述各項對閣下均具約束性。

2. 交易規則

- 2.1 除非本行與閣下另有書面協議，閣下與本行的業務往來是完全基於閣下自己的個人判斷進行，本行只是執行閣下的指示。
- 2.2 於進行交易時，本行有權根據所有適用的法律、規則、規例、指引、通函、守則及市場慣例的要求或準許採取行動。本行有權按本行認為是否合適而採取或不採取行動以符合所有適用的法律、規則、規例、指引、通函、守則及市場慣例的要求。上述的行動對閣下均具約束力。
- 2.3 交收或變現而產生的資產及收益均貸記投資產品賬戶或者其他由本行指定的戶口，而損失則將借記投資賬戶或者其他由本行指定的戶口。任何因交收或變現而導致的借方結餘，不管本行是否有付款要求，閣下均須即時向本行清償。
- 2.4 於進行交易時，本行會以代理人身分或當事人身分按照條款及細則行事。除非另有書面規定，本行將以閣下代理人身分進行交易或為閣下提供服務。

3. 交收

- 3.1 閣下須採取一切必要的行動以令本行可以及時的方式根據有關交易所、清算所及場外交易市場的要求進行交收及交付證券或其他資產，包括但不限於適時繳付合適的款項及／或交付證券或其他資產予本行以便完成交收及交付程序。
- 3.2 倘若根據所有適用的法律、規則、規例、指引、通函、守則及市場慣例，貸記予閣下的現金、證券或其他資產須予以沖銷，則本行有權將其予以沖銷。
- 3.3 當閣下於任何本行為或與閣下進行的交易的交收期限屆滿，但閣下却未能履行交收責任時，本行有權於給予閣下3天的事先通知或由本行絕對酌情指定的通知後，採取所有必須的行動，包括但不限於，按本行絕對酌情認為合適的價格及方式取消、結清、終止或沖銷所有或任何交易或其他事項（毋須為虧損或價格的減少而負責）。同時，本行可進行或不進行其他交易或事項（包括運用為閣下持有的款項）以減低或消除閣下已許諾的任何交易、持倉量或承擔下的責任。上述行動衍生的費用均由閣下負責。
- 3.4 閣下所有於投資服務項下的交易均須通過常設結算賬戶或其他由本行絕對酌情指定的賬戶進行結算。

4. 確認

- 4.1 本行於交易執行後會 (i) 儘速以電話或圖文傳真或 (ii) 於下一個營業日發送予閣下交易確認書及賬戶結單通知閣下有關於交易(視情況而定)。本行會向閣下發出一份顯示當月交易摘要的月結單，當月無交易紀錄者除外。
- 4.2 閣下有責任小心審閱交易確認書，賬戶結單及月結單，並於本行發出上述文件的30日或本行絕對酌情指定的期限內將於該等文件內的錯誤、失誤或異常項目以書面通知本行。如果閣下未有於上述期限內以書面提出異議，則交易確認書、賬戶結單及月結單的內容均被視作正確及具終局性並對閣下具約束力。

5. 違約事件

5.1 任何下列事件均會構成違約事件：—

- (i) 閣下未能繳付任何根據協議應付的款項；
- (ii) 閣下違反任何協議下的條款及細則；
- (iii) 繼續履行協議下的條款及細則會變成非法或被任何監管機構指為非法；
- (iv) 本行獲通知閣下死亡或神智不清；
- (v) 閣下無力清償債務或出現暫停償還到期債務；閣下已被申請破產或清盤或有關的命令或決議已頒佈或通過；或閣下被扣押資產；或法院就閣下或其中一位或閣下的重要資產委任接管人；及
- (vi) 當本行根據合理的意見認為已經發生或持續發生危害本行利益的情況而需要採取行動以保障本行。

5.2 在違約事件發生後，本行有權（但非必要），在未通知閣下及不影響本行其他權利及補救方法及並無解除閣下任何責任的情況下，執行以下全部或任何其中一項的權力：—

- (i) 即時結清投資賬戶及/或終止投資服務；
- (ii) 終止協議之全部或任何部分；
- (iii) 取消任何或全部未執行之買賣指令或任何其他代閣下作出的承諾；
- (iv) 終止本行與閣下之間的任何或全部合約，在交易所或場外交易市場購入證券或其他資產平閣下之空倉，或者在相關交易所出售證券或其他資產將閣下之任何持倉變現；
- (v) 處置本行及／或聯營公司代閣下持有的任何或所有證券、資產或財產，並將處置上述各項所得款項以及任何結存現金用於償付對本行的所有尚未償還的欠款餘額，包括但不限於本行在轉讓或出售投資賬戶或投資服務項下全部或任何證券、資產或財產，及完善權益過程中所合理地衍生的全部成本、費用、法律費用及支出、如印花稅、佣金和經紀費等支出；
- (vi) 借入或購入任何證券或其他資產以應付代閣下出售的任何證券或資產的交收；及
- (vii) 按照第一部份第 8 條條款結合、併合和抵銷閣下之任何或全部戶口。

第五部份 投資服務特別條文

本特別條文須與銀行及投資服務一般條文、投資服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本條文為準。

1. 證券買賣服務

- 1.1 除非本行與閣下另有書面協議或本行已代閣下持有足夠現金或處於可交付狀態的證券，閣下須於所有適用的法律、規則、規例、指引、通函、守則及交易所及結算所市場慣例或場外交易市場市場慣例的規定的時間內繳付予本行已結算款項或交付予本行處於可交付狀態的證券以便就交易進行交收。

- 1.2 於有關交易所或其他市場收市之前，倘若本行仍然未能執行閣下發出予本行的即日證券買賣指令，則此等即日買賣指令會被視作已經被自動取消。
- 1.3 無論買賣指令是部份或全部地不能進行，本行都不須即時通知閣下。任何一項未能全部地執行的買賣指令都有可能被部份地執行。
- 1.4 閣下承認，由於進行交易的交易所的買賣慣例，不是時常可以按“最佳”或“市場”報價執行買賣指令。閣下同意，凡本行按閣下指示執行的交易，閣下在任何情況下均受該交易的約束。
- 1.5 本行不會故意或同意進行導致閣下沽空的交易，除非有關沽空交易為法律所容許。
- 1.6 本行可絕對酌情將閣下及本行本身及其他客戶的買賣指令合併。於合併該等指令時，本行須合理地相信將買賣指令合併對閣下是有利的，例如：可更好地執行買賣指令或因其成為大額交易的一部份而減低交易成本。本行在受所有適用的法律、規則、規例、指引、通函、守則及市場慣例規管的前提下，會按照公平及公正的原則將購入的證券分配予閣下及其他客戶。
- 1.7 在受所有適用的法律、規則、規例、指引、通函、守則及交易所及結算所市場慣例或場外交易市場市場慣例規管的前提下，本行在恰當地考慮過收到的買賣指令的次序之後，可絕對酌情決定執行客戶買賣指令的優先次序。閣下不得向本行就執行買賣指令方面要求享有高於另一客戶的優先次序。

2. 新上市申請

- 2.1 閣下須遵守所有規管新上市及／或新發行的證券及其申請及在該新上市及／或新發行的證券的招募書及／或發售文件以及申請表或任何其他相關文件中已載列的條款及細則。閣下並且同意在閣下與本行進行的任何有關交易中均受上述條款及細則的約束。
- 2.2 閣下承認並理解，關於新上市證券申請的法律和監管要求及市場慣例均會不時作出變更。閣下承諾，會根據上述法律和監管要求及市場慣例向本行提供必要的資料，採取必要的額外行動，作出必要的額外陳述、保證和承諾。
- 2.3 倘若閣下要求本行代閣下申請新上市證券，閣下向本行陳述、保證及同意：—
 - (i) （倘若有關申請是代表證券買賣賬戶提出）閣下絕不再為證券買賣賬戶提出申請，或由任何以閣下代理人身分行事的人士，或其他任何人士為證券買賣賬戶提出申請；
 - (ii) （倘若閣下以代理人身分代表其他人士之賬戶提出申請）閣下絕不再以代理人身分代表該人士或其賬戶提出申請，而該人士或任何其他以該人士代理人身分行事的人士亦不可再提出申請；
 - (iii) 該項申請項下之申請人可全權提出申請及持有所申請之證券，且不會由於或因為提出申請或取得該等申請之批准而產生或導致違反世界任何地方之法律、規例或其他規定；及
 - (iv) 本行有全權代表閣下簽署申請。
- 2.4 閣下承認及確認，凡屬於除證券買賣外並無任何其他業務且受閣下控制的非上市公司所提出的申請應被視作是為閣下的利益而提出的申請。
- 2.5 閣下同意及承認，本行會依賴上述之陳述及／或保證為閣下提出申請，而發行證券的公司亦會依賴該等陳述及保證，決定是否就該項申請分配股份。

3. 託管服務

- 3.1 根據本行與閣下的協議及條款及細則，閣下委任本行為閣下的託管人從而為閣下提供證券託管服務。閣下同意在未經本行書面同意前，不會將證券抵押、押記、出售、授予選擇權或以其他方式處理。
- 3.2 本行會根據所有適用的法律、規則、規例、指引、通函、守則及交易所及結算所市場慣例安排將證券以閣下或本行名義進行登記或以託管方式存放。另外，本行將酌情決定的合資格證券數額，交付中央結算系統保管人處保管，或以中央結算或中央結算系統代理人的名義登記或重新發行。
- 3.3 本行會在獲得知會及閣下有權收取的前提下，代閣下收取股息、利息、付款或其他收益，並於扣除稅款及徵費後盡快將其滙交予閣下或貸記證券買賣賬戶。
- 3.4 除非本行與閣下另有書面協議，本行毋須出席證券持有人的會議或行使任何權利。
- 3.5 提取或轉讓證券的指示將受到本行所指定的通知、數量限制、繳款及程序的規管。本行可能需要向出售人或託管人提取證券或按照所有適用的法律、規則、規例、指引、通函、守則及市場慣例完成轉讓證券予閣下，另外，由本行指定收取証書或文件的地方。
- 3.6 本行不會對根據本第3條條款由本行代閣下持有及保管的證券有關的損失或損害負責。

4. 投資顧問服務

4.1 就下述各項，閣下可委任本行為投資顧問：—

- (i) 根據本條款及細則，由閣下所指定及獲本行接受及不時交付或存放於證券買賣賬戶的一切證券；
- (ii) 由閣下指明及獲本行接受為提供顧問服務所不時存入證券買賣賬戶的一切款項；及
- (iii) 由證券買賣賬戶或其他戶口所持有的證券產生的一切款項（下稱“投資組合”）。

4.2 閣下陳述及承認，本行可以：—

- (i) 在非全權委託基礎上，以及在遵照閣下指示的情況下，以閣下代理人名義代表閣下及以閣下名義行事，把投資組合中的款項進行投資，買入及認購證券，以及交換、出售及處置投資組合內之證券；及
- (ii) 提供本行與閣下不時協定的其他服務。

4.3 本行於接受閣下委任後可不時應閣下要求或主動向閣下提供市場訊息、市場觀點、調研產品、投資意念、對特定投資項目及風險管理機會的意見、或投資建議（以下統稱為“投資資訊”），閣下可自行判斷全部或部份接納或不接納。本行提供任何投資資訊給閣下時，須考慮閣下的財務狀況、投資的目標、投資經驗及限制。

4.4 在不影響及獨立於所有前述的所有陳述及確認的前提下，閣下向本行陳述、保證及承諾閣下現在或將來：—

- (i) 對金融、稅務及其他相關事宜有充份的知識、經驗及了解，能夠評估投資資訊、閣下所指示本行執行的交易所受到的規管以及本行可能不時訂立的法律方面的條款及細則；
- (ii) 能夠就指示本行執行的該等交易的重大條款、細則及風險作出決定，以及基於本身的財務狀況、投資目標及投資經驗就該等交易的適當性作出決定；及
- (iii) 有財務資源承受因進行交易或買賣證券所引致的虧損風險。

4.5 閣下陳述及確認（此等陳述及確認將被視作於根據協議而進行的交易的當天由閣下重新作出）：—

- (i) 投資組合並非由本行管理或監督，閣下須負上管理及監督投資組合的全責；
- (ii) 閣下以投資資訊為基礎，經閱覽閣下認為有關的證券及交易資訊，並經考慮該等證券及交易是否適合閣下後，自行決定指示買入或出售證券或參與交易或採取行動。有關責任及風險須由閣下自行承擔；
- (iii) 本行無責任更新或重估已提供給閣下的任何投資資訊。在投資資訊提供給閣下後才發生的事件，可能影響投資資訊的準確、正確及適合性。本行並不保證該等證券的走勢會與投資資訊相符；及
- (iv) 閣下指示本行進行的交易，可能出現列載於風險披露聲明中的任何或一切風險。

4.6 如本行就任何特定產品，包括但不限於衍生或結構性產品，向閣下提供投資意見或其他服務，本行將應閣下要求，向閣下提供有關該等衍生或結構性產品的發行機構發佈的產品規格、描述及招股書或招募書或組成文件。本行對從第三者（包括任何衍生或結構性產品發行機構或交易對手）處獲得或發放並提供給閣下的任何資訊，不論是產品規格、描述、招募書、發售或組成文件或其他的資訊的準確性及正確性不承擔任何責任。

4.7 本行對協議下由本行提供的推介及／或意見或投資組合的表現或利潤不作任何保證。

4.8 本行於法律容許的範圍內，毋須對後述各項承擔責任：失去令投資組合增值的機會、投資組合減值、在事實或判斷上有錯誤或法律錯誤；投資組合出現投資虧損；或在執行協議上的任何行為或不作為。

5. 衍生或結構性產品交易

5.1 於所有衍生或結構性產品交易中，本行可根據條款及細則以代理人或當事人身分與閣下進行交易或為閣下提供服務。除本行另以書面聲明外，本行會以當事人身分與閣下進行交易或提供服務。

5.2 在不影響及獨立於所有前述的陳述、保證及承諾的前提下，閣下向本行進一步陳述、保證及承諾（此等陳述、保證及承諾將被視作於根據協議而進行的交易的當天由閣下重新作出），閣下：—

- (i) 對金融、稅務及其他相關事宜有充份的知識、經驗及了解，能夠評估相關的衍生或結構性產品的交易所受到的規管及本行可能不時訂立的法律方面的條款及細則；
- (ii) 能夠就閣下指示本行執行的衍生或結構性產品交易的重大條款、細則及風險作出決定，以及基於本身的財務狀況、投資目標及投資經驗就該等交易的適當性作出決定；
- (iii) 有財務資源足以承受因進行衍生或結構性產品交易所引致的投資虧損及風險；及
- (iv) （除本行與閣下另有書面協議外）並非依賴本行的任何通訊（書面或口頭）作為投資意見或建議，以進行通訊中所預期的交易；閣下明白由本行提供的衍生或結構性產品的資料、數字及解釋，不應視為閣下進行的交易的投資意見或建議。

5.3 就任何衍生或結構性產品交易，本行可應閣下請求，向閣下提供清單或摘要，載明有關衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節或其風險（下稱“衍生或結構性產品摘要”）。閣下同意、承認及確認，本行毋須對從第三者（包括但不限於任何衍生或結構性產品的發行機構或交易對手）處獲得或發放並提供予閣下的衍生或結構性產品的規格、描述、招股書、發售或組成文件或其他文件的準確性及正確性承擔任何責任。

5.4 閣下謹此同意及聲明將會及被視作於進行衍生或結構性產品交易前已細閱有關的衍生或結構性產品摘要（如有向閣下提供），同時充分明白衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節以及涉及的風險。

- 5.5 閣下確認及同意，閣下如認為有需要，會就衍生或結構性產品交易尋求獨立及專業的意見。除非本行與閣下另有協議，本行將不會為閣下就衍生或結構性產品提供任何專業的意見，而衍生或結構性產品交易的所有風險由閣下自行承擔。
- 5.6 閣下同意在閣下發出指示執行衍生或結構性產品交易時，須確保投資賬戶或指定帳戶中有足夠的已結算款項支付交易價值。即使上文另有規定，本行有權（但非必要）在毋須再行通知閣下的情況下，按閣下的指示進行或執行該項衍生或結構性產品交易，儘管在閣下發出指示時，投資賬戶的已結算款項不足以支付交易價值。在此情況下，閣下在發出有關指示後應盡快將足夠的款項存入投資賬戶或由本行同意的其他戶口以支付交易價值。
- 5.7 閣下根據協議通過本行進行的每項衍生或結構性產品交易，將獲本行發給確認書（下稱“交易確認書”），以確認衍生或結構性產品交易的協定條款。交易確認書載有足夠的詳細資料或其他細節以確定有關的衍生或結構性產品交易。交易確認書將構成協議就有關衍生或結構性產品交易的補充及組成部份。就特定的衍生或結構性產品交易而言，如交易確認書的條文與其他證明有關交易條款及細則的文件存在差異，以交易確認書的條文為準。
- 5.8 閣下有責任小心審閱所有載列於交易確認書的資料及資訊。在本行發出產品確認書 3 日或由本行不時酌情指定的期限內簽署交易確認書副本並將之送回本行以確認有關衍生或結構性產品交易的準確性。倘若本行在 3 日或由本行酌情指定的期限內未收到閣下簽回交易確認書或就交易確認書內的衍生或結構性產品交易的條款或細則提出異議，則閣下將視為確認及接受交易確認書內所有資料及資訊的準確性。同時，閣下此後不容否認交易確認書或其任何部份的準確性。
- 5.9 閣下明白及確認，衍生或結構性產品交易可規定於交收日（下稱“交收日”）以現金或相關資產交收。
- 5.10 就任何到期的衍生或結構性產品交易，除非於交收日就衍生或結構性產品交易採取適當的贖回行動，否則以下規定將適用：—
- (i) 閣下有全責了解閣下在衍生或結構性產品交易中的權利及交易條款，以及就衍生或結構性產品交易的贖回採取適當行動。
 - (ii) 如閣下未能在交收日前至少 3 個營業日或由本行酌情指定的期限內發指示給本行：—
 - (a) 如衍生或結構性產品交易的贖回並非強制性的，則視閣下已不可撤銷地放棄與衍生或結構性產品交易的贖回有關的一切權利及應佔權益；及本行有權以本行認為適當的方式處理或以他方式處置該衍生或結構性產品交易；或
 - (b) 如衍生或結構性產品交易的贖回是強制性的，本行可全權酌情出售或轉讓投資賬戶中任何的證券或其他資產或所有款項、資產、財產或其他存放於或由本行及／或聯營公司代閣下持有的上述各項，以履行閣下的交收責任。如本行因轉讓或出售證券、資產或財產及因與此直接或間接有關的事情；或因閣下未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本行合理招致的一切費用及支出，閣下須對本行作出全數彌償；及
 - (iii) 如閣下在交收日前至少 3 個營業日或由本行酌情指定的期限內，指示本行就衍生或結構性產品交易的贖回採取適當行動，本行毋須執行指示，除非本行在閣下發出指示時，收到足夠的已結算款項或以適當方式存在的相關資產（視情況而定），否則上述第 5.10(ii)條分條款的規定將適用，猶如閣下未有及時發指示予本行一樣。
- 5.11 如衍生或結構性產品交易規定以現金或相關資產進行交收，則於交收日進行交收時，閣下向本行陳述、保證及承諾：—
- (i) 如該衍生或結構性產品交易規定在交收日以現金進行交收，閣下須在交收日前，向本行提供足夠的已結算款項，令本行得以代閣下完全履行交收責任。如交收日已屆，但閣下未有履行交收責任，本行獲授權轉讓或出售投資賬戶中任何的證券

或其他資產或所有款項、資產、財產或其他存放於或由本行及／或聯營公司代閣下持有的上述各項，以履行閣下的交收責任。如本行因出售證券；或因與此直接或間接有關的事情；或因閣下未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本行合理招致的一切費用及支出，閣下須對本行作出全數彌償；及／或

- (ii) 如衍生或結構性產品交易規定以交付相關資產的形式進行交收，閣下須在交收日前，向本行交付指定數量的相關資產或以其他本行同意的方式進行交收。如閣下未有在交收日或之前履行交收責任，本行獲授權代閣下買入必需的資產以履行閣下的交收責任。如本行因買入資產；或因與此直接或間接有關的事情；或因閣下未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本行合理招致的一切費用及支出，閣下須對本行作出全數彌償。本行獲授權自閣下交付本行及／或聯營公司或存放於本行及／或聯營公司的資產或財產中，撥用、提取及／或應用有關數量的適當資產或財產，以就衍生或結構性產品交易進行交收。
- 5.12 在不影響上文規定下，除非本行與閣下另有協議，本行毋須不時通知閣下交收日將屆，或代閣下採取任何行動。
- 5.13 於交收日，本行有權自投資賬戶或其他指定帳戶中支取衍生或結構性產品交易的整筆應付款項，包括但不限於買入價、一切收費、費用、佣金、印花稅、稅項、徵費及其他所有合理招致的支出。
- 5.14 衍生或結構性產品交易在扣除一切經紀佣金、佣金、費用、印花稅、收費及其他合理的支出後的所得淨款項，應首先用於償還（不論全部或部份）在協議下結欠本行的一切債項，如有餘款，則存入投資賬戶或其他戶口。
- 5.15 閣下同意，不論閣下的投資賬戶有多少已結算款項，閣下仍須對本行根據閣下的指示執行的任何衍生或結構性產品交易所產生的一切交收及其他承擔責任。此外，閣下同意倘若本行按照本行合理的意見認為閣下會是可能無法或不願意履行閣下對衍生或結構性產品交易的交收或其他責任，本行有不受約束的酌情權，隨時結清本行代閣下執行的任何或一切衍生或結構性產品交易合約，在聯交所、其他有關交易所或場外交易市場買入相關資產以扎平短倉，或在聯交所、其他有關交易所或場外交易市場賣出衍生或結構性產品以扎平長倉，或就有關衍生或結構性產品交易採取本行酌情認為適當的其他行動。

第六部份：電子支票

1. 電子支票存入服務條文 - 適用性及定義

- 1.1 本部份條文適用於本行有關電子支票的服務。本部份補充本行的銀行服務及投資服務條款及細則（「現有條款」）並構成現有條款的一部份。現有條款中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且不與本部份條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本部份的條文跟現有條款的條文出現不一致，均以本部份的條文為準。

- 1.2 就電子支票存入服務為目的，下列詞語具下列定義：—

“匯票條例”	指香港法例第 19 章〈匯票條例〉，可被不時修訂。
“結算所”	指香港銀行同業結算有限公司及其繼承人及受讓人。
“存入途徑”	指本行不時提供用作出示電子支票以求存入的任何途徑。
“電子支票”	指以電子紀錄（按香港法例第 553 章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），

	附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。
“電子支票存入服務”	指由本行不時向客戶為存入電子支票而提供的服務。
“電子支票存票服務”	指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票服務條款不時修訂。
“電子支票存票服務戶口”	電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。
“電子支票存票服務條款”	指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。
“業界規則及程序”	指結算所及銀行業界就規管電子支票的處理而不時訂定/採用的規則及運作程序。
“受款人銀行”	指受款人戶口所在的銀行。
“受款人戶口”	就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。
“付款人銀行”	指為其客戶簽發的電子支票作出數碼簽署的銀行。
“閣下”	指本行向其提供電子支票存入服務的每位客戶。

2 電子支票存入服務的性質及範圍

- 2.1 本行可選擇提供電子支票存入服務。如本行向閣下提供電子支票存入服務，閣下可以存入電子支票。為使用電子支票存入服務，閣下須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。閣下亦可能需要簽署本行不時指定的表格及文件。
- 2.2 電子支票存入服務讓閣下及其他人士可按下列第3條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向閣下及／或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。
- 2.3 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- 2.4 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
 - (i) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
 - (ii) 閣下須就電子支票存入服務支付的任何費用。

3. 電子支票存入服務

- 3.1 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。
- 3.2 電子支票存票服務

- (i) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。
- (ii) 為使用電子支票存票服務，電子支票存票服務條款要求閣下登記電子支票存票服務戶口連同一個或多個收款人戶口，以供出示電子支票。電子支票存票服務條款容許閣下以閣下同名戶口或閣下同名戶口以外的其他戶口作為收款人戶口登記電子支票存票服務戶口。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責（包括任何向閣下同名戶口以外的收款人戶口出示的電子支票）。
- (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向閣下提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如閣下要求，本行可以（但無責任）提供使用閣下電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、收款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

3.3 本行的存入途徑

本行可不時指定或更改

- (i) 可用的存入途徑而無須通知；及
- (ii) 任何存入途徑的條款。

4. 電子支票的處理、相關風險及本行的責任

4.1 電子支票的處理

閣下須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向閣下簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取電子支票的款項。

4.2 本行責任的限制

在不減低現有條款效果的情況下：

- (i) 閣下或任何其他人士因使用電子支票存入服務，或閣下或任何其他人士通過本行向閣下提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；
- (ii) 為求清晰，現明確如下，閣下或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：
 - (a) 閣下或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (b) 閣下未遵守有關電子支票存入服務的責任；
 - (c) 按業界規則及程序出示向閣下簽發的電子支票，而無須顧及匯票條例的條文；及
 - (d) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (iii) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向閣下或任何其他人士負責。

4.3 閣下的確認及彌償

- (i) 閣下須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔存入電子支票的風險及責任。
- (ii) 在不減低閣下在現有條款提供的任何彌償或於本行享有的任何其他權利或補償的情況

下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或閣下使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

- (iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序 經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (iv) 上述彌償在電子支票存入服務終止後繼續有效。



第一商業銀行股份有限公司 香港分行
First Commercial Bank, Ltd. HK Br.
(Incorporated in Taiwan with limited liability)

TERMS AND CONDITIONS OF BANKING SERVICE AND INVESTMENT SERVICE

PART I GENERAL PROVISIONS FOR BANKING SERVICE AND INVESTMENT SERVICE

These General Provisions are applicable to Banking Service and Investment Service.

1. DEFINITIONS AND INTERPRETATIONS

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

“Account”	means any one or more or all of the Bank Account and/or the Investment Account and/or other forms of accounts now or hereafter maintained in your name with us.
“Account Mandate”	means account opening forms, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by us in connection with the operation of the Account or using the Service.
“Aggregate Amount”	means the aggregate amount of money to be deposited with us by certain depositors for investment in the Structured Deposit which is the minimum amount required for each launch of the Structured Deposit as determined by us from time to time.
“Agreement”	means the agreement for the Banking Service and/or the Investment Service entered into between you and us in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and other documents signed by you to us in respect of the Banking Service and/or the Investment Service.
“Application Form for SD”	means the application form(s) or such other documents specified by us to be signed by you to signify your agreement to invest in the Structured Deposit.
“Associate”	means a company or body corporate which is our direct or indirect holding companies, subsidiaries, affiliated companies or our other branches in Hong Kong or elsewhere.
“Authorized Signatory”	means the person(s) authorized and empowered by you and accepted by us to give instruction to deal with all matters in connection with the operation of the Bank Account and/or the Investment Account or the using the Service subject to such change as may be agreed by us from time to time.
“Authorized User”	means, in relation to a non-personal client, the person(s) designated by the account holder to use the Internet/Phone Banking Services subject to these Terms and Conditions.

“Bank Account”		means any one or more or all of the bank account(s) including, without limitation, savings account, current account, time deposit account, reserve account, integrated account comprising savings account, current account, time deposit account and any other similar forms of accounts (other than the Investment Account) now or hereafter maintained in your name with us.
“Banking Service”		means the services in respect of Bank Account or any other similar forms of accounts (other than Investment Account) and the Internet/Phone Banking Services provided or to be provided by us to you from time to time.
“Business Day”		means any day upon which licensed banks in Hong Kong are open for business excluding Saturday, unless otherwise provided.
“CCASS”		means the Central Clearing and Settlement System established and operated by HKSCC.
“CCASS Depository”		means such person appointed by HKSCC to perform the depository and custodian services in CCASS.
“CCASS Nominee”		means the nominee company of HKSCC or such other person appointed by HKSCC to provide the nominee services in CCASS.
“Clearing House”		means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.
“Correspondent Agent”		means anyone who acts as our agent in effecting transactions or clearing the same in Hong Kong or elsewhere, including, without limitation, correspondent bank, any member of an Exchange or a Clearing House.
“Derivative Product”		means any financial or other product which value is designed to track the return on or is derived from currencies, interest rates, bonds, financial instruments, securities, metals and other commodities, money market instruments, reference indices or any other benchmarks and includes, without limitation, options, futures and swaps.
“Derivative Transaction”	Product	means any transaction of the Derivative Product entered into by you pursuant to the Agreement.
“Designated Account”		means all accounts registered and/or accessible under the Internet/Phone Banking Services and in the case of a non-personal client, includes any account (whether in the name of you or the Authorised User).
“Eligible Securities”		means such securities which is from time to time designated and accepted by HKSCC for deposit, clearance and settlement in CCASS.
“Exchange”		means SEHK and any Foreign Stock Exchange.
“Foreign Stock Exchange”		means a stock exchange which is permitted to operate in a country or territory.
“HKSCC”		means the Hong Kong Securities Clearing Company Limited.
“Hong Kong”		means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong Dollars”		means the lawful currency for the time being of Hong Kong.
“Internet/Phone Services”	Banking	means internet banking and/or telephone banking services provided by us to you from time to time.
“Investment Account”		means any one or more or all of the investment account(s) for dealing with mutual fund/unit trust, securities trading, derivative or structured product or other investment products and integrated investment account for dealing

		with mutual fund/unit trust, securities trading, derivative or structured product and any other similar forms of accounts (other than the Bank Account) now or hereafter maintained in your name with us.
“Investment Service”		means the services in respect of the Investment Account or any other similar forms of investment accounts (other than the Bank Account) provided or to be provided by us to you from time to time.
“OTC Market”		means the over-the-counter market.
“Placement Period”		means the period during which the Aggregate Amount is required to be collected from the investors who are interested in investing in the Structured Deposit as prescribed by us from time to time.
“Securities”		has its meaning as given under the Securities and Futures Ordinance.
“SEHK”		means the Stock Exchange of Hong Kong Limited.
“Service”		means the Banking Service, the Investment Service and, where the context requires, the Internet/Phone Banking Services or any one of them.
“Signature Arrangement”		means the signing arrangement of person(s) with authority to operate the Account and/or use the Service subject to change from time to time and accepted by us.
“Specimen Signature”		means the signature specimen of the person(s) with authority to operate the Bank Account and/or the Investment Account or use the Service.
“Standing Account”	Settlement	means the bank account in your name or such other account with us which is designated for settlement of all the transaction(s) effected for or with you by us in respect of the investment products including, without limitation, mutual fund/unit trust, securities, derivative or structured products and payment of all costs, charges, fees and commissions incidental to or occasioned by the relevant transaction(s).
“Structured Deposit”		means any or more or all of the index-linked, currency-linked, interest-linked, equity-linked, credit-linked or any other forms of the structured deposits provided or to be provided by us to you from time to time.
“Structured Product”		means the structured financial product or instrument that combines two or more financial products or instruments with at least one derivative product or instrument.
“Structured Transaction”	Product	means any transaction of the Structured Product entered into by you pursuant to the Agreement.
1.2	The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.	
1.3	References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions.	
1.4	References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.	
1.5	References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.	
1.6	Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.	

- 1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.
- 1.8 References in these Terms and Conditions to “we” or “us” are to be construed as references to “First Commercial Bank, Hong Kong Branch” and references to “our” are to be construed accordingly. References in these Terms and Conditions to “you” are to be construed as references to the client(s) who maintain(s) the Account with or use(s) the Service provided by “First Commercial Bank, Hong Kong Branch” from time to time and references to “your” are to be construed accordingly.

2. PROVISION OF SERVICE

- 2.1 We shall in our absolute discretion provide you with one or more or all of the Banking Service and/or the Investment Service and/or the Internet/Phone Banking Services (as the case may be) upon and subject to these Terms and Conditions.
- 2.2 The Service shall be provided to you within the office hours as determined by us from time to time in our absolute discretion.
- 2.3 We are at liberty to withdraw, cancel or revoke the Banking Service, the Investment Service or the Internet/Phone Banking Services at any time in whole or in part.
- 2.4 Without prejudice to the foregoing provisions, we reserve our right to expand, modify, adjust or reduce the scope of the Service provided to you by us from time to time provided always that due notice in relation to such expansion, modification, adjustment or reduction will be given to you in accordance with all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.
- 2.5 We shall notify you before closing (including temporary closure where practicable), relocating or materially changing the scope of services of a branch, the notice period would not be less than 2 months unless it is not practicable for us to provide such notice (e.g. because of unforeseen circumstances). The notice also be prominently displayed on the branch premises, and we may consider posting an additional notice in our principal Internet banking platforms, as appropriate. The notice contains details of how we may continue to provide services and contact information to you.

3. INSTRUCTIONS

- 3.1 You agree to give instructions to deal with all the matters relating to the Account and the Service in accordance with the Account Mandate, the Specimen Signature and the Signature Arrangement from time to time provided to us by you.
- 3.2 We shall be entitled to act upon instructions we genuinely believe to be given by you or the Authorized Signatory. We shall require you to sign a form prescribed by us to confirm any verbal instruction where we consider fit. Once given instructions may only be cancelled, withdrawn, altered or amended in whole or in part with our prior written consent.
- 3.3 We may in our absolute discretion refuse to accept or act in accordance with any instruction without giving any reason therefor. If we decline an instruction we will take all reasonable steps to notify you promptly of this but we will not be liable for any failure to do so.

4. AUTHORIZED SIGNATORY

- 4.1 You are required to notify us in writing and provide us with the Authorized Signatory’s particulars and the Specimen Signature(s) together with all other information as prescribed by us. Unless otherwise agreed between you and us in writing, the Authorized Signatory is authorized to give instruction to deal with all the matters or transactions in relation to the Account and the Service in

accordance with the Account Mandate, the Specimen Signature and the Signature Arrangement except for:-

- (i) the application for opening of new account or new services;
 - (ii) any change of the Authorized Signatory or the Signature Arrangement; and
 - (iii) any change of the correspondence address, contact number or other personal particulars of the account holder(s).
- 4.2 Unless otherwise agreed between you and us in writing, any change in, addition to or revocation of the Authorized Signatory and/or the Specimen Signature(s) and/or the Signature Arrangement shall not take effect unless and until we shall have actually received such documents and/or authorizations in the form and substance satisfactory to us and reasonable opportunity to respond such change, addition or revocation.
- 4.3 Unless otherwise agreed between you and us in writing, any effective change in, addition to or revocation of the Authorized Signatory and/or the Specimen Signature(s) and/or the Signature Arrangement shall apply to all of the Account or the Service.
- 4.4 When any one or more or all of the account holders or the users of the service die(s), any act, thing, deed or matter made or done by us pursuant to the requests, instructions or directions of the Authorized Signatory or any of them after such death but before the actual receipt of notice in writing thereof by us shall be absolutely and conclusively binding on the account holder or the user of the service, his estate and personal representative and any party or parties claiming through or under the account holder or the user of the service or any one or more of them.
- 4.5 The surviving account holder or service user agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Signatory in accordance with the preceding sub-clause 4.4 and acknowledges that the same shall be at all times be absolutely and conclusively binding on you.

5. EXCLUSION OF LIABILITY

- 5.1 To the extent permitted by law, we accept no liability for any loss or damage suffered or sustained by you directly or indirectly in connection with:-
- (i) the cancellation or termination of all or any of the Account and/or the Service (as the case may be);
 - (ii) the modification, adjustment or reduction of the scope of the Service;
 - (iii) the cancellation, withdrawal, revocation or suspension of your transactions or any failure to execute or effect transactions or orders from you where it is attributable to any circumstances or events beyond our control;
 - (iv) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of your instructions or other information howsoever caused;
 - (v) leakage of instruction or information relating to you by any telecommunication company, equipment, device or intermediary through which the instruction or information is communicated to or from us or our agents or any other third party;
 - (vi) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond our reasonable control; and
 - (vii) any transaction effected as a result of a forged instruction or any other fraudulent conduct.
- 5.2 To the extent permitted by law, we shall not be liable to or responsible for any loss or damage you sustain or suffer directly or indirectly arising out of any act or omission of any Correspondent Agent, counter-party, custodian, sub-custodian, professional advisors, brokers, dealers, agents or of any party contracted or retained for the purposes hereunder.

6. LIABILITY INDEMNITY AND WARRANTY

- 6.1 To the extent permitted by law, our liability to you for any neglect or default on the part of us shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs

and any damages for loss of profit.

6.2 You represent and warrant (which representations and warranties shall be deemed to be repeated by you on each date on which transaction is entered into under the Agreement) that:-

- (i) you have full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform your obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
- (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to or binding on you or oblige you to create any lien, security interest or encumbrance on your asset;
- (iii) all governmental, regulatory and other consents that are required to have been obtained by you in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (iv) the obligations under the Agreement constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms;
- (v) you will comply with all laws, rules, regulations, guidelines, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of you and us from time to time;
- (vi) you will promptly give/or procure to be given to us such information and assistance as we may require to enable us to assist or achieve compliance with any of the obligations under the Agreement; and
- (vii) where the Account is a client account, you have put in place reliable system to verify client identity and proper systems and controls to allocate funds in the pooled account to the individual underlying clients. Further, you are satisfied as to the source of the funds used to open the Account or passing through the Account.

6.3 You warrant and undertake to ratify and confirm at our request any act, deed, thing or matter lawfully done or caused to be done by us in the proper performance of our duties or obligations hereunder.

6.4 You warrant and undertake to keep us and our agents and employees fully and effectively indemnified against all costs, charges, liabilities and expenses whatsoever incurred by us pursuant to or in connection with our lawful acts hereunder.

7. TERMINATION AND SUSPENSION

7.1 Without prejudices to the generality of the other provisions herein, we may in our absolute discretion terminate one or more or all of the Account and/or the Service at any time without prejudice to the continuation of the operation of any or more of the Account and/or the use of the Service provided always that we shall serve you a notice of our intention to terminate not less than 30 days prior to the date of termination.

7.2 Where we genuinely believe that the relevant Account or Service is being operated or used for criminal or other unlawful purposes, we are entitled to terminate the same forthwith without notice to you.

7.3 We reserve our right to suspend the Account and/or the Service upon occurrence of any one of the following events:-

- (i) we have notice of irregularity (either actual, constructive or otherwise) in connection with the operation and maintenance of the Account and the use of the Service; and
- (ii) we receive conflicting instruction(s) from you or the Authorized Signatory.

7.4 Termination or suspension of the Account and/or the Service pursuant to this Clause 7 shall be:-

- (i) without prejudice to any transaction which has already been initiated by you but remains outstanding or uncompleted at the time of termination or suspension;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or any

- contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that you will pay: -
- (a) all outstanding fees, expenses and charges under the Agreement;
 - (b) any additional expenses incurred by us in connection with termination or suspension; and
 - (c) any loss necessarily realized in settling or concluding outstanding obligations under the Account and/or the Service.
- 7.5 You may terminate any of the Account and/or the Service upon such prior written notice and in such manner as prescribed by us in our absolute discretion from time to time.

8. LIEN SET-OFF AND CONSOLIDATION

- 8.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which we are entitled by law, we for ourselves or as agent for any of Associate may at any time and without notice to you:-
- (i) combine or consolidate all accounts including the Bank Account, the Investment Account or any other account either individually or jointly with others, maintained with us and/or Associate and we may set off or transfer all or any Securities, assets, monies or other property in any such accounts to honour obligations or satisfy liabilities on your part due and owing to us or any of Associate, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
 - (ii) if any sum is due but remains unpaid hereunder, retain all or any Securities, asset, monies or other property whatever and wherever situate which may be deposited with or otherwise held by us and/or Associate for or in your name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as we shall determine and, for this purpose, we may retain such agent or broker and apply the proceeds thereof to set off any or all sums due and owing under the Agreement after full deduction of all costs and expenses.
- 8.2 We may at any time in our absolute discretion convert any sum in the Account or under the Service into any currency by any lawful means and at the prevailing rate of exchange as determined by us on the day of passing the entry for the purpose of combination, consolidation or set off without reference to you.

9. NO DEDUCTION

- 9.1 Any sums payable by you to us under the Agreement shall be paid to us in Hong Kong Dollars or otherwise as we may from time to time prescribe in full clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

10. FEES INTEREST AND ETC.

- 10.1 We have rights to impose or levy such fees, charges and/or commissions for the operation of any of the Account or provision of any of the Service to you at such rate as prescribed by us in any schedule of fees, charges and commissions published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to you. Such schedule of fees, charges and commissions shall be made available to you upon your request.
- 10.2 You shall pay to us all interest accrued on all sums payable by you to us calculated from the due date to the date of actual payment at such rate as prescribed by us and the interest shall be computed on the basis of the actual number of days elapsed in a 365-day year or a 360-day year in accordance with our prevailing practice for the relevant currency.

11. STATEMENTS AND CONFIRMATIONS

- 11.1 You are required to examine and verify the correctness and accuracy of each and every entry in

any advice, statement or confirmation issued by us to you in relation to any transactions and/or the incidental matters and to notify us immediately in writing of any entry which you consider wrongful, irregular and/or unauthorized. All the entries demonstrated in such advice, statement or confirmation are treated as correct, regular and authorized unless we shall have actually received the notice to dispute accuracy, regularity or authority within 90 days of the date of issuance of the advice, statement or confirmation.

11.2 Notwithstanding the provisions of the preceding sub-clause 11.1, you have right of recourse against:-

- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill;
- (ii) unauthorized transaction arising from forgery or fraud by any of our employees or agents ; and
- (iii) other unauthorized transactions arising from negligence or wilful default on the part of us.

12. CONCLUSIVE EVIDENCE

12.1 Except for manifest error, the books, records and notes kept by us (including, without limitation, tape recording and any handwritten information recorded by our employees or agents in the course of their dealing with you) in respect of the Account and/or Service shall be conclusive evidence for all purposes.

13. JOINT AND PARTNERSHIP ACCOUNT

13.1 Unless otherwise provided, this Clause 13 shall apply where the account holder or the user of the service consists of more than one person such as joint account holders, trustees or personal representatives.

13.2 Where the Account consists of more than one person or the user of the service is more than one person, all of account holders or service users will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement.

13.3 Unless otherwise agreed between you and us in writing:-

- (i) each joint account holder of the Account or user of the Service will have sole authority on behalf of all the joint account holders or service users to deal with us fully and completely without any notice to the other joint account holders or service users;
- (ii) any of the joint account holders or service users may give us an effective and final discharge in respect of any of our obligations or liabilities hereunder; and
- (iii) any notice or communication given to one of the joint account holders or service users shall be deemed to be given to all.

13.4 On the death of any of the account holders or the service users, the Agreement will not terminate but remain in full force and effect and binding on the surviving account holder(s) or the service users unless otherwise agreed between you and us in writing. Further, all rights and interests of and in the Account and the Service will be vested in the survivor(s) under the Account or the Service by operation of the rule of survivorship.

13.5 Notwithstanding the foregoing provisions, we reserve our right:-

- (i) to require joint instructions from some or all of the joint account holders or the service users before taking any action under the Agreement; and
- (ii) if we receive instructions from any one of the joint account holders or the service users which are not consistent with other instructions, to advise one or more joint account holders or service users of such conflict or inconsistency and/or take no action on any such instructions until we receive further instructions in the form and substance satisfactory to us.

13.6 If you are a partnership, the following provisions shall apply:-

- (i) unless otherwise agreed by us, your partnership agreement, if any, will not bind us regardless of whether or not we have notice thereof and the operation of a partnership account and the use of the Service by a partnership business are governed by and subject to these Terms and Conditions;
- (ii) all partners will be jointly and severally responsible for their obligations and liabilities under the Agreement;
- (iii) notwithstanding any change in your constitution, the remaining partners will have full power and authority to deal with the Account or use the Service until we shall have actually received the notice of change; and
- (iv) unless otherwise agreed by us, you will give us a new Account Mandate and open a new account upon any change of constitution.

14. CONFIDENTIALITY AND OUTSOURCING

- 14.1 We shall keep confidential all information relating to the Account and/or the Service provided that we may disclose any such information incidental thereto to the regulators or law enforcement agency as and when required and to any of our branches and/or Associate for the purpose of providing services to you from time to time without any prior consent from you.
- 14.2 Where you are an individual, we are subject to the Personal Data (Privacy) Ordinance regulating the use of personal data and the Data Privacy Policy Statement issued by us.
- 14.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we are in our absolute discretion entitled to delegate any of our functions under the Agreement to any of Associate or our authorized agent for performance of such functions without further notice to you.
- 14.4 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we have right to outsource the Service in whole or in part to Associate, our agent or such other party in Hong Kong or elsewhere in such a manner as we shall consider appropriate while we remain responsible for such outsourced activities.

15. CONFLICT OF INTEREST AND DISCLOSURE

- 15.1 In relation to any transaction, we and/or Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to transaction directly or indirectly (the "Material Interest"). We shall take reasonable steps to ensure fair treatment for you in relation to any of such transaction subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.
- 15.2 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we shall be entitled to give advice or make recommendation to you or enter into transaction for or with you or act as your agent or provide the Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to you any profit arising therefrom.
- 15.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from you or by reason of any of the Material Interest or otherwise) by us by reason of any services provided for transaction.

16. DEBT COLLECTION

- 16.1 We have absolute right to engage debt collection agent(s) to collect any sum due to be paid to us by you under the Agreement. You are hereby warned that, to the extent permitted by law, you shall indemnify and keep us indemnified on a full indemnity basis from and against all costs, fees and expenses which we may reasonably incur in engaging the debt collection agent(s).

17. FORCE MAJEURE

- 17.1 While we agree to use our best endeavour to honour our obligations in a timely manner, we will not be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond our reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

18. WAIVER

- 18.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of us of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by us.

19. SUCCESSORS AND ASSIGNS

- 19.1 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
- 19.2 You agree that you will not assign any of your rights, interest, powers, obligations or liabilities under the Agreement.
- 19.3 We may at any time assign all or any of our rights or benefits hereunder and in that event the assignee shall have the same rights or benefits against you as he would have had as if the assignee had been a party hereto and you waive and renounce all your rights, if any, to challenge the validity of any such assignment by way of this sub-clause 19.3.

20. SEVERABILITY

- 20.1 If at any time any provision of this Agreement is prohibited by law or judged by court to be illegal, void, invalid or unenforceable in any respect, that provision shall, to the extent required, be severed from this Agreement and rendered ineffective without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21. AMENDMENT

- 21.1 You agree and accept that, subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we may unilaterally amend the terms and conditions of these Terms and Conditions upon giving you a notice of the changes in writing by way of displaying the same in a prominent position of our office premises or such other manner as we shall in our absolute discretion consider fit.

22. NOTICE

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

but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by us.

23. TIME OF ESSENCE

23.1 Time shall be of the essence for the purposes of any provision of this Agreement.

24. PROVISION AND CHANGE OF INFORMATION

24.1 You confirm and acknowledge that any information which you provide to us is true, complete, accurate and updated and you agree to provide any further information properly required by any competent authority from time to time.

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

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

25. CURRENCY EXPOSURE

25.1 For any transaction effected under the Account or in respect of the Service in foreign currencies, you acknowledge that profits or losses may arise as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.

26. CONFLICT

26.1 In the event of any difference between the Chinese and English versions of these Terms and Conditions, you and we agree that the English version shall prevail.

27. MISCELLANEOUS PROVISIONS

27.1 In providing the Service or entering into the transactions hereunder, we or our agent may need (but not obliged) to record verbal instructions received from you and/or any verbal communications between you and us in relation to any of the Service by such means as we shall consider fit.

27.2 We are entitled to destroy any documents relating to the Account or the Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.

27.3 If you lose the identity document, seal or chop used for giving instructions to us in respect of the Service, you are obliged to forthwith notify us in writing. We accept no responsibility for any payment made or transaction executed against the above documents or seal/chop before we have actually received such written notice and have reasonable opportunity to respond.

27.4 Where you consist of more than one person, the representations, the warranties, the undertakings and the indemnities on your part shall be given jointly and severally.

28. GOVERNING LAW AND JURISDICTION

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

PART II GENERAL PROVISIONS FOR BANKING SERVICE

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

1. COLLECTION

- 1.1 We may in our absolute discretion decline or accept an instrument for collection or clearing purpose for you. If we accept an instrument for collection, you will pay us collection charges as prescribed by us together with expenses incidental thereto.
- 1.2 We may in accordance with the prevailing banking practice decline to accept an instrument for collection or clearing purpose for you. In particular, without limitation, we are entitled to refuse to accept an instrument for collection or clearing purpose if:-
- (i) the name of the payee thereof is not in conformity with your name;
 - (ii) the named payees of that instrument to be collected and/or cleared do not comprise all the account holders; or
 - (iii) other reasonable cause.
- 1.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by us will be treated as received on the immediately succeeding Business Day. Where it is deposited for clearing before the cut-off time, interest will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, the interest will be reversed.

2. REMITTANCE

- 2.1 To the extent permitted by law, we are not liable to any delay or failure in executing remittance instructions for you. No undertaking or warranty is given as to when Correspondent Agent will pay the remitted amount to the beneficiary under a remittance. Further, we accept no liability for any delay in or failure for paying the sum remitted to the beneficiary by our correspondent bank(s).
- 2.2 Unless otherwise agreed between you and us in writing, a remittance will be made in the currency of the country to which the remittance sum is to be remitted. A reasonable charge will be deducted from the remitted sum by Correspondent Agent prior to making payment to the beneficiary.

PART III SPECIFIC PROVISIONS FOR BANKING SERVICE

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

1. SAVINGS ACCOUNT

- 1.1 Interest will accrue on the daily ledger balance of savings account at the rate and interval as prescribed by us from time to time. Interest earned will be credited to savings account on half yearly or on such other basis as may be specified by us from time to time.
- 1.2 If the savings account is a statement savings account, a statement will be sent to you each and every month or at regular intervals as determined by us. No statement will be issued where no entry has been made in that account.

2. CURRENT ACCOUNT

- 2.1 No interest is payable on credit balance in a current account unless otherwise agreed between you and us in writing.
- 2.2 If temporary overdraft is extended to you, you undertake to refund to us the whole amount so

overdrawn together with accrued interest thereon calculated at such rate as determined by us.

- 2.3 A cheque book will be issued to you upon your opening a current account with us. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key in order that unauthorized access to it will be denied.
- 2.4 Application for new cheque book may be made by presenting a duly completed and signed application form to us or by any other means acceptable to us. We may in our absolute discretion refuse to issue a cheque book. We may, unless otherwise agreed between you and us, deliver the cheque book to the correspondence address registered with us by mail or by any other means as determined by us in our absolute discretion. We are not liable to any delay or loss incidental to and occasioned by any mode of delivery.
- 2.5 Upon receipt of a new cheque book from us, you agree to verify the cheque serial numbers, account number as well as name of the account holder printed thereon and to count the number of cheques before use. Any irregularity in respect of the above should be promptly reported to us.
- 2.6 Cheque should only be drawn in the form prescribed by us subject to such terms and conditions as stipulated by us from time to time and should only be used for the specified account.
- 2.7 In the event that a signed cheque or a cheque book is lost, stolen or untraceable, you are obliged to forthwith report the same to us in writing.
- 2.8 When cheques are delivered by way of post or other means, you are strongly advised to cross out the word "OR BEARER" and cross the cheque by two parallel lines.
- 2.9 You are obliged to exercise due care when drawing cheques to ensure their correctness and accuracy and undertake that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
- (i) you should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
 - (ii) the word "only" should be added immediately after the amount in words and only Arabic numerals should be adopted for figures when drawing cheques; and
 - (ii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Specimen Signature provided to us.
- 2.10 Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. You agree and acknowledge that we will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
- 2.11 Cheques drawn against insufficient or uncleared funds shall be returned unpaid by us. We may also return a cheque unpaid if it is not signed in accordance with the Specimen Signature, or is incorrectly completed, drawn with technical error, altered without confirmation by your full signature, mutilated, post-dated or stale. Reasonable charges for cheque returned unpaid will be debited to your current account.
- 2.12 Any instruction in relation to countermand payment of drawn cheque to us must be given in a clear and unambiguous manner, suffice to identify the cheque drawn by reference to cheque number and reach us prior to its actual payment. In the event that you identify the cheque in question:-
- (i) by reference to other particulars in addition to the cheque number, we shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
 - (ii) by reference to other particulars instead of the cheque number, we may not be obliged to take any action but we may in our absolute discretion and without accepting any responsibility, follow such instruction.

- 2.13 Where you request us to countermand payment of a cheque drawn with an instruction which cannot be verified by us, we shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with you. Subject to the foregoing, we may in our absolute discretion and without accepting any responsibility, follow any such instructions which are, we believe in good faith, initiated by you and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.

3. TIME DEPOSIT

- 3.1 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either withdrawn or added to the principal.
- 3.2 Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.
- 3.3 A time deposit account will be opened upon your first placing a time deposit with us. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by us from time to time.
- 3.4 Upon your request, we may in our absolute discretion repay a time deposit to you before the maturity date and we:-
- (i) shall not be required to pay any interest on such time deposit;
 - (ii) are entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by us from the total sums to be repaid to you; and
 - (iii) are entitled to deduct any sums already paid to you by way of interest and to the government by way of taxation, if applicable, from the principal sum before repayment thereof.
- 3.5 We are entitled (but not obliged) to require presentation and production to us of the deposit confirmation, deposit receipt or deposit certificate when withdrawal of the time deposit is demanded by you.
- 3.6 Should the maturity date of a time deposit fall on a non-Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to us or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.
- 3.7 All placements, renewals or withdrawals for time deposit are accepted subject to the terms and conditions determined by us from time to time.
- 3.8 Any instruction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by you to us for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as we shall in our absolute discretion determine.
- 3.9 If we receive no instructions to dispose of the time deposit by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at such rate(s) as determined by us. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.

4. INTERNET/PHONE BANKING SERVICES

- 4.1 We shall, subject to the provisions of this Clause 4, provide the Internet/Phone Banking Services and facility from time to time through any internet site or telephone system installed, operated

and/or maintained by or on behalf of us to enable you to give instructions to and communicate with us on-line or by phone for the purposes of effecting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from us and/or Associate.

- 4.2 The Internet/Phone Banking Services are provided to you only in jurisdictions where and when they may be lawfully offered. The Internet/Phone Banking Services and information relating to the Internet/Phone Banking Services are not intended for access or use by persons in other jurisdictions. Persons accessing the web pages must be aware of and observe any applicable restrictions.
- 4.3 As part of the Internet/Phone Banking Services, we may make available via any internet site financial, market or other information and data (the "Market Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from the Market Information in any form, medium or means (the "Reports").
- 4.4 We have the right to determine and vary from time to time the scope and type of the Internet/Phone Banking Services to be made available including, without limitation:-
- (i) expanding, modifying or reducing the Internet/Phone Banking Services at any time;
 - (ii) imposing and varying any restrictions on the use of the Internet/Phone Banking Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which you may conduct by using the Internet/Phone Banking Services; and
 - (iii) prescribing and changing the normal service hours during which the Internet/Phone Banking Services are available and any daily cut-off time for any type of Internet/Phone Banking Services or transactions. Any instruction of you received by us after any applicable daily cut-off time shall be deemed to be received on the next Business Day. We may specify Business Day and daily cut-off time by reference to the time of various markets operating in different time-zones.
- 4.5 We may require you to nominate or register specific account(s) for the purposes of the Internet/Phone Banking Services.
- 4.6 The Internet/Phone Banking Services provide an additional means for you to operate the Designated Account, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from us and/or Associate as shall be made available from time to time. Transactions and dealings effected by using the Internet/Phone Banking Services are subject to the provisions of this Clause 4 and the Important Message to Readers and Internet Privacy Policy Statement. All other provisions herein governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any difference, the provisions under this Clause 4 shall prevail for the purposes of the Internet/Phone Banking Services.
- 4.7 In the case of a personal client, the Internet/Phone Banking Services are for your sole and exclusive use. In the case of a non-personal client, you shall nominate, according to such procedures as we may prescribe, one or more individual(s) as shall be permitted by us (including, where you is a sole-proprietorship, the sole proprietor) (the "Authorized User") to use the Internet/Phone Banking Services and the Internet/Phone Banking Services shall be used by the Authorised User and not any other person.
- 4.8 To access the Internet/Phone Banking Services for the first time, you and/or the Authorised User are required to register on-line or by phone or in such other manner as we may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Internet/Phone Banking Services and to provide such information as we may reasonably specify for identifying you and/or the Authorised User.
- 4.9 By registering to use the Internet/Phone Banking Services, you and the Authorised User warrant that all information provided by you to us in relation to the Internet/Phone Banking Services is

true, complete and up-to-date.

- 4.10 You and, where applicable, the Authorised User shall not use or knowingly allow any other person to use the Internet/Phone Banking Services, the Market Information and/or the Reports for or in connection with any illegal purpose or activity. You and, where applicable, the Authorised User shall notify us as soon as practicable if you become aware of such use.
- 4.11 Any exchange rate, interest rate, dealing rate and other prices and information quoted by us on the internet site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding. Any interest rate, exchange rate, price and information offered by us for the purpose of the relevant transaction shall be binding on you and, where applicable, the Authorised User upon your acceptance irrespective of any different interest rate, exchange rate, price or information quoted by us.
- 4.12 You and, where applicable, the Authorised User acknowledge that there may be a time lag in transmission of instructions, information or communication via the internet.
- 4.13 You or, in the case of a non-personal client, the Authorised User shall follow the guidance provided by us on-line or by phone or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying you and/or the Authorized User for the purposes of the Internet/Phone Banking Services.
- 4.14 You or, in the case of a non-personal client, the Authorised User may change the Password at any time but any change shall be effective only if accepted by us. The User Name cannot be changed unless with the agreement of us.
- 4.15 You and, where applicable, the Authorised User shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall you or the Authorised User disclose the User Name and/or the Password to any other person.
- 4.16 You and, where applicable, the Authorised User shall be fully responsible for any accidental or unauthorised disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorised persons or for unauthorised purposes.
- 4.17 Upon notice or suspicion of the User Name and/or the Password being disclosed to any unauthorised person or any unauthorised use of the Internet/Phone Banking Services being made, you (or, in the case of a non-personal client, you or the Authorised User) shall notify us in person as soon as practicable or by telephone or in such other manner as we may from time to time prescribe (and we may ask you to confirm in writing any details given) and, until our actual receipt of such notification, you and, where applicable, the Authorised User shall remain responsible for any and all use of the Internet/Phone Banking Services by unauthorised persons or for unauthorised purposes.
- 4.18 You or, in the case of a non-personal client, the Authorised User is required to quote the User Name and the Password in order to log-on to the Internet/Phone Banking Services and give instructions to us on-line. Instructions in connection with the Internet/Phone Banking Services shall not be considered to be received by us unless they are given in such manner as we may prescribe from time to time and until we have actually received them.
- 4.19 In the case of a non-personal client, the liabilities and obligations of you and the Authorised User under the Agreement are joint and several and all transactions effected by us pursuant to instructions received by us shall be binding on you and the Authorised User in all respects. You and the Authorised User irrevocably authorise us to effect debits and credits with the relevant accounts in accordance with instructions. You and the Authorised User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. We shall not be liable for any consequence arising from or in connection with any instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however, at its sole discretion carry out any instructions notwithstanding such

insufficiency without prior approval from or notice to you or the Authorised User and you and the Authorised User shall be fully responsible for any overdraft, advance or debit created as a result.

- 4.20 Any instruction given by quoting the User Name and the Password, once given, may not be rescinded or withdrawn without the consent of us or the relevant Associate. All such instructions given, as understood and acted on by us or the relevant Associate in good faith, shall be irrevocable and binding on you and, where applicable, the Authorised User whether given by you or the Authorised User or by any other person purporting to be you or the Authorised User. We and the relevant Associate shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.
- 4.21 We will only act on an instruction insofar as it is in our opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 4.22 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Internet/Phone Banking Services will be provided by us on-line. Such advice or confirmation shall be deemed to have been received by you and, where applicable, the Authorised User immediately after transmission and it is the duty of you and, where applicable, the Authorised User to check such advice or confirmation. It is also the duty of you and, where applicable, the Authorised User to enquire with us if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- 4.23 Information relating to any account or transaction made available on the internet site(s) are for reference only. Our records of such account and transaction and any use of the Internet/Phone Banking Services shall be conclusive unless and until the contrary is established.
- 4.24 We shall be entitled to effect any payment and to require you and, where applicable, the Authorised User to effect any payment in any currency as we may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you and the Authorised User.
- 4.25 We reserve the right to charge fees in relation to the use and/or termination of the Service and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the Internet/Phone Banking Services on or after the effective date. Fees may be collected from you in such manner and at such intervals as we may specify.
- 4.26 You and, where applicable, the Authorised User shall provide such information as we may from time to time reasonably request for the purposes of providing the Internet/Phone Banking Services.
- 4.27 You and, where applicable, the Authorised User authorise us to disclose and transfer information relating to you, the Authorised User, their respective accounts and/or the transactions executed by us on behalf of you and/or the Authorised User to such person(s) as we may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which we execute such transactions or any Exchange, government or regulatory authority in such jurisdiction.
- 4.28 You and, where applicable, the Authorised User shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Internet/Phone Banking Services or any internet site or any software comprised in them.
- 4.29 You and, where applicable, the Authorised User acknowledge that it is your responsibility to determine independently market prices, interest rates, exchange rates for trading purposes through your usual trading channels, to verify any of the Market Information and/or the Reports before relying or acting on it and to seek independent professional advice on legal, financial, tax

and other issues in connection with the use of the Internet/Phone Banking Services, the Market Information and the Reports, the provisions of this Clause 4 and any transactions and dealings which may affect you under all applicable laws.

4.30 In addition to the other provisions in this Clause 4, in the case of a non-personal client:-

- (i) You and the Authorised User shall, at our request, execute such forms and/or documents, provide such information and perform such acts as we may consider necessary or expedient in connection with the provision of the Internet/Phone Banking Services and the performance, exercise and preservation of its obligations, powers and rights under the provisions of this Clause 4;
- (ii) You acknowledge that, subject to any daily limits or other restrictions which may be imposed by you and/or us in using the Internet/Phone Banking Services, the Authorised User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). You authorise us to carry out all instructions in accordance with the provisions of this Clause 4 and confirm that we are not under any duty to verify the propriety or integrity of any instructions;
- (iii) It is your responsibility to take appropriate measures to monitor and control the use of the Internet/Phone Banking Services from time to time, the appointment and change of the Authorised User and the Designated Accounts, and to adopt proper safeguards against the Internet/Phone Banking Services being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorised User may debit, withdraw or transfer from the Designated Accounts; and
- (iv) By designating any Designated Account, you authorises the Authorised User to operate singly such account by using the Internet/Phone Banking Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this sub-clause 4.30(iv).

4.31 You and, where applicable, the Authorised User acknowledge and agree that the Internet/Phone Banking Services, the Market Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively the "Confidential Information") are trade secrets and confidential and proprietary property of us and the respective Information Providers.

4.32 Unless expressly permitted by the provisions of this Clause 4, you and, where applicable, the Authorised User shall not, and shall not attempt to:-

- (i) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
- (ii) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
- (iii) incorporate or combine the Confidential Information with any other programmes.

4.33 The restrictions on disclosure shall not apply to any Confidential Information:-

- (i) where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by you or the Authorised User to us; or
- (ii) where you have expressly agreed in writing to its disclosure.

4.34 You and, where applicable, the Authorised User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark,

service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of us and the respective Information Providers. No right, title or interest other than the right to access the Internet/Phone Banking Services, the Market Information and the Reports subject to the provisions of this Clause 4 is conveyed or transferred to you or the Authorised User. You and, where applicable, the Authorised User shall not make any representation or do any act which may be taken to indicate that you or the Authorised User have any such right, title or interest.

- 4.35 An Information Provider may impose from time to time terms and conditions in relation to the availability of any Market Information supplied by it. Access to such Market Information by you and, where applicable, the Authorised User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by you and the Authorised User.
- 4.36 The Market Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither we nor any Information Provider shall be considered an investment adviser to you and, where applicable, the Authorised User.
- 4.37 Neither we nor any Information Provider warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. Nor do either of us assume any liability (whether in tort or contract or otherwise) for any reliance on the Market Information or the Reports by you, the Authorised User or any other person.
- 4.38 The Market Information will be made available as it is supplied and identifying the Information Provider directly supplying it to us. We do not endorse or express any comment on any Market Information supplied by any Information Provider nor assume any duty to check or verify any Information.
- 4.39 No warranty, representation or guarantee of any kind relating to the Internet/Phone Banking Services, the Market Information and/or the Reports is given or may be implied and no employee or agent of us or any Information Provider is authorised to give any such warranty, representation or guarantee.
- 4.40 We will take reasonably practicable steps to ensure that our systems in connection with the Internet/Phone Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 4.41 None of us, Associate or any Information Provider warrant or represent that the Internet/Banking Services, the Market Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of you and, where applicable, the Authorised User.
- 4.42 Unless the following sub-clause 4.45 applies or due to our gross negligence or wilful default, any Associate or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither we nor any Associate assume any liability or responsibility to you or any other person for the consequences arising from or in connection with:-
- (i) use of the Internet/Phone Banking Services and/or access to any information as a result of such use by you (or, in the case of a non-personal client, the Authorised User) or any other person whether or not authorised;
 - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet/Phone Banking Services, in transmitting instructions or information relating to the Internet/Phone Banking Services or in connecting with the internet site(s) caused by any acts, omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or

- omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and
- (iii) transmission and/or storage of any information and/or data relating to you, the Authorised User, the Service and/or transactions or dealings conducted by you and/or the Authorised User pursuant to the Internet/Phone Banking Services through or in any system, equipment or instrument of any communication network provider.
- 4.43 In no event shall we, Associate or any Information Provider be liable to you, the Authorised User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
- 4.44 Unless the following sub-clause 4.45 applies, you and, where applicable, the Authorised User shall be fully liable and responsible for all consequences arising from or in connection with use of the Internet/Phone Banking Services and/or access to any Market Information or the Reports or any other information as a result of such use by you, the Authorised User or any other person whether or not authorised.
- 4.45 Subject to the above sub-clause 4.17 and if, in our reasonable opinion, there is no negligence, fraud or fault on the part of you and, where applicable, the Authorised User, you and the Authorised shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Internet/Phone Banking Services as a result of:-
- (i) a computer crime which should have been prevented by the risks control and management measures had we adopted such measures in accordance with the above sub-clause 4.41;
 - (ii) a human or system error of us; or
 - (iii) a missed or mis-directed payment caused by our gross negligence or wilful default, our officers or employees.
- 4.46 You and, in the case of a non-personal client, the Authorised User shall jointly and severally, indemnify us, any Associate, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by us or any of the above persons and all actions or proceedings which may be brought by or against us or any of the above persons in connection with the provision of the Internet/Phone Banking Services, the Market Information and/or the Reports or the exercise or preservation of our powers and rights under the provisions of this Clause 4, unless due to the gross negligence or wilful default of us, any Associate, any Information Provider or their respective officers or employees or unless the above sub-clause 4.45 applies.
- 4.47 We may, at any time, without giving notice or reason suspend or terminate all or any of the Internet/Phone Banking Services or their use by you and, where applicable, the Authorised User.
- 4.48 You may terminate the use of the Internet/Phone Banking Services at any time by giving to us not less than 5 Business Days' prior written notice.
- 4.49 All provisions of this Clause 4 which in order to give effect to their meaning need to survive the suspension or termination of the Internet/Phone Banking Services and/or the use of the Internet/Phone Banking Services shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, you and, where applicable, the Authorised User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.
- 4.50 We may, at any time and without notice, apply any credit balance in any currency on any account of you and, where applicable, any account of the Authorised User, whether in the name of you or the Authorised User or in the names of you or the Authorised User and any other person, in or towards satisfaction of any indebtedness owed by you or the Authorised User to us under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by you or the Authorised User or by you or the Authorised User and any

other person.

- 4.51 Without prejudice to all other rights and powers hereunder or provided by law, we shall be entitled to exercise a lien over all property of you and, where applicable, the Authorised User which is in our possession or control, for custody or any other reason and whether or not in the ordinary course of business, with power for us to sell such property to satisfy such indebtedness owed by you or the Authorised User to us.
- 4.52 We may revise the provisions applicable to the Internet/Phone Banking Service and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to the terms and conditions of the Internet/Phone Banking Service shall become effective subject to us giving reasonable notice to you and, where applicable you have appointed Authorised User, to you and/or, the Authorised User, the notice of which may be given by posting it on the internet site(s) or by display, advertisement or other means as we think fit, and shall be binding on you and, where applicable, the Authorised User if you and/or the Authorized User continue to maintain or use the Internet/Phone Banking Services on or after the effective date of variation. Where a non-personal client is requested by us to confirm acceptance of any revision and/or addition to the terms and conditions of the Internet/Phone Banking Services, we are authorised and instructed by you to accept the confirmation given by the Authorised User on behalf of you and you shall be bound accordingly.
- 4.53 Without prejudice to the foregoing provisions under these Terms and Conditions, we shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the provisions of this Clause 4.

5. STRUCTURED DEPOSIT

- 5.1 The Structured Deposit may be made in such currencies as prescribed by us, with such minimum initial deposit and in multiples of such minimum deposit as we shall determine from time to time. All the Structured Deposits are to be placed for such period as we shall determine from time to time. Our right to decline to accept you to invest in the Structured Deposit without any obligation to explain is reserved.
- 5.2 Simultaneously with the signing of the Application Form for SD, you shall, to signify your agreement to invest in the Structured Deposit, deposit into an account designated by us such amount as determined by us (the “Structured Deposit Sum”) which shall be applied to invest in the Structured Deposit upon its launch.
- 5.3 Unless otherwise agreed between you and us in writing, the Structured Deposit Sum must be received before the cut-off time determined by us from time to time.
- 5.4 You agree that you shall not withdraw, transfer, create any encumbrance on or otherwise dispose of the Structured Deposit Sum until the date upon which the relevant Structured Deposit is launched or you are not allowed or approved to invest in the Structured Deposit, whichever is earlier.
- 5.5 Upon the expiration of the Placement Period, once we consider that the Aggregate Amount is deposited with us, we shall, in a timely manner, issue a confirmation sheet of the Structured Deposit (the “Confirmation Sheet”) demonstrating the detailed terms and conditions of the Structured Deposit to you and are entitled to uplift the Structured Deposit Sum from the designated account on the launch date to invest the same in the Structured Deposit upon and subject to the terms and conditions set out in the Confirmation Sheet, and Application Form for SD, term sheet, prospectus, offering or constitution documents of the relevant Structured Deposit (the “Documentation for Terms and Conditions”). In the event of any difference between the provisions in the Confirmation Sheet and the Documentation for Terms and Conditions, the Confirmation Sheet shall prevail.
- 5.6 Upon expiration of the Placement Period, once we consider that the Aggregate Amount is not deposited with us, the Structured Deposit shall not be launched. Further, we shall advise you and

release the Structured Deposit Sum to you together with the accrued interest calculated at such rate as determined by us from time to time. You shall have no claim against us notwithstanding the unsuccessful launch of the relevant Structured Deposit.

- 5.7 Unless otherwise agreed between you and us in writing, you shall not withdraw, transfer, create any encumbrance on or otherwise dispose of your interest of and in the Structured Deposit before its maturity.
- 5.8 To the extent permitted by laws, you shall indemnify and keep us indemnified from and against all loss and damage suffered or sustained by us arising out of or in connection with your breach of the preceding sub-clause 5.7.
- 5.9 Except for those Structured Deposits with specific provision in the Confirmation Sheet permitting early termination, you agree not to terminate the Structured Deposit prior to the maturity date. Early termination by you prior to the maturity date shall not be permitted unless otherwise determined by us upon and subject such terms as we shall in our absolute discretion prescribe. You agree and acknowledge that the total sum received upon such early termination may well be less than the principal amount invested. We are entitled to deduct a sum representing handling charges and additional costs incidental to termination from the total sums to be repaid to you.
- 5.10 You agree and acknowledge that if the Structured Deposit is terminated prior to the maturity date for whatsoever reason, any underlying investment of the Structured Deposit including any of the derivative instruments in respect thereof shall be terminated simultaneously with the Structured Deposit.
- 5.11 We shall calculate and settle the yield of the Structured Deposit in accordance with the terms set out in the Confirmation Sheet.
- 5.12 You represent and warrant to us that:-
- (i) prior to placing the Structured Deposit with us, you have carefully read and fully understood:-
 - (a) the Documentation for Terms and Conditions, product specifications, descriptions, terms and conditions in relation to and the risks associated with the Structured Deposit which you determine to invest; and
 - (b) the risk disclosure statements in connection with the Structured Deposit; and
 - (ii) you agree to be bound by all the terms and conditions in regard to the Structured Deposit set out in the Application Form for SD, the Documentation for Terms and Conditions, Confirmation Sheet or such other documents in respect thereof.
- 5.13 We may at any time without notice to you retain any amount otherwise payable to you under the Structured Product pending settlement of any money payable or contingently payable by you on any other accounts with us.

PART IV GENERAL PROVISIONS FOR INVESTMENT SERVICE

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

1. AUTHORIZATION

- 1.1 We are authorized to execute transaction in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice from time to time of Exchange, Clearing House or the market practice of the OTC Market and all transactions so executed shall be conclusively binding on you.
- 1.2 We have unfettered right to retain Correspondent Agent to execute transaction and you acknowledge that the terms of business of such Correspondent Agent and the rules of any

Exchange, Clearing House or the market practice of the OTC Market relevant to such transaction shall be binding on you.

2. DEALING RULES

- 2.1 Unless otherwise agreed between you and us in writing, you will be dealing with us on an execution-only basis in reliance solely on your own judgment.
- 2.2 In executing transaction, we may take all such steps as may be required or permitted by all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice. We will be entitled to take or not take any action as we consider fit in order to ensure compliance with the same and all such actions so taken or not taken will be binding on you.
- 2.3 Any assets and profits resulting from settlement or liquidation will be credited to the Investment Account or such other account determined by us, and losses will be debited to the Investment Account or such other account determined by us. Any debit balance which is resultant from settlement or liquidation will be payable by you forthwith whether or not demanded by us.
- 2.4 In executing transaction, we may act either as your agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, we shall act as your agent to enter into transactions or provide the Service for you.

3. SETTLEMENT

- 3.1 You shall take all necessary actions to enable us to effect settlement and delivery of Securities or other assets in a timely manner in accordance with the requirements of the relevant Exchange, Clearing House and the OTC Market including but not limited to making any appropriate payment and/or delivering any of Securities or other assets to us in good time for us to complete settlement and delivery.
- 3.2 Any crediting to you of cash, Securities or other assets is subject to reversal if, in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice, the delivery of cash, Securities or other assets giving rise to the credit is reversed.
- 3.3 If you fail to honour your settlement obligation hereunder when due in respect of any of transactions which we are to settle or effect with or for you, we may on giving you 3 days' prior notice thereof or such other notice as specified by us in our absolute discretion and, at your own costs and expenses take all necessary actions as we shall consider fit including, without limitation, cancelling, closing out, terminating, reversing all or any of transactions or otherwise at whatever price and in whatever manner as we see fit in our absolute discretion (without being responsible for any loss or diminution in price) and may at your own costs and expenses enter into any other transactions or do or not do anything (including the application of your money held for you) which would or could have the effect of reducing or eliminating liability under any of transactions, positions or commitments undertaken by or for you.
- 3.4 All the transactions entered into for or with you under the Investment Service shall be settled through the Standing Settlement Account or such other account as prescribed by us in our absolute discretion.

4. CONFIRMATION

- 4.1 We will report to you execution of transactions (i) promptly by telephone calls or facsimile; or (ii) by sending to you hard copy of the transaction confirmation or account statement on the following Business Day (as the case may be). We shall send you a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.
- 4.2 You will have a duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify us in writing of any error, mistake or irregularity therein within 30 day of the date of issuance by us of the same or such other period of time as

may be specified by us from time to time in our absolute discretion. Unless objection in writing reaches us within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are considered to be correct, conclusive and binding on you.

5. EVENT OF DEFAULT

5.1 Any of the following events shall constitute an event of default:-

- (i) the failure of you to pay any sum of whatever nature under the Agreement;
- (ii) breach by you of any terms and conditions contained in the Agreement;
- (iii) the continuing performance of any terms and conditions of the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;
- (iv) notice to us of the death or mental incapacity of you;
- (v) you will become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against you or a resolution is being passed for the winding-up of you; or you shall suffer any distress or levy of execution of any kind; or a receiver is being appointed over you or any of you or any substantial part of the property of you; and
- (vi) circumstances shall have arisen or continued which, in our reasonable opinion, may jeopardize our position and require us to take such action as may be necessary for the protection of us.

5.2 Upon the occurrence of any of the events of default, we shall be entitled (but not obliged) to, without prior notice to you and without prejudice to the other rights and remedies of us and without releasing you from any liability, exercise all or any of the following powers to:-

- (i) immediately close the Investment Account and/or terminate the Investment Service;
- (ii) terminate all or any part of the Agreement;
- (iii) cancel any or all non-executed orders or any other commitments made on behalf of you;
- (iv) close any or all contracts between you and us, cover any short position of you through the purchase of Securities or other assets on the Exchange or the OTC Market or liquidate any long position of you through the sale of Securities or other assets on the relevant Exchange or the OTC Market;
- (v) dispose of any or all Securities, assets or property held by us and/or Associate for or on behalf of you and to apply the proceeds thereof together with any cash deposit(s) to settle all outstanding balances owing to us including, without limitation, all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by us in transferring or selling all or any of Securities, assets or property in the Investment Account or the Investment Service or in perfecting title thereto;
- (vi) borrow or purchase any of Securities or assets required for delivery in respect of any sale effected for you; and
- (vii) combine, consolidate and set-off any or all accounts of you in accordance with Clause 8 of Part I hereof.

PART V SPECIFIC PROVISIONS FOR INVESTMENT SERVICE

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

1. SECURITIES TRADING

1.1 Unless otherwise agreed between you and us in writing or we are already holding sufficient cash or Securities in deliverable form on your behalf, you will pay us cleared fund or deliver to us Securities in deliverable form within the time limit as prescribed by all applicable laws, rules, regulations, circulars, guidelines, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market for the purpose of settling the executed transaction.

1.2 Any day order placed with us by you that has not been executed before the close of business of

the relevant Exchange or otherwise shall be deemed to have been cancelled automatically.

- 1.3 If the orders cannot be executed in whole or part, we are not required to notify you immediately. An order may be partially executed if it cannot be fully executed.
- 1.4 You acknowledge that due to the trading practices of Exchange or the OTC Market in which transaction is effected, it may not always be able to execute order at the price quoted “at best” or “at market” and you agree in any event to be bound by transaction effected by us following instructions given by you.
- 1.5 We will not knowingly execute or agree to execute a transaction which would result in you having a short selling unless otherwise permitted by law.
- 1.6 We may in our absolute discretion aggregate your order with other orders or our other clients’ orders. In doing in this way we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced dealing costs by being part of a larger transaction. We will allocate the acquired Securities amongst you and the others in a fair and equitable manner subject to all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice.
- 1.7 Subject to all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market, we may in our absolute discretion determine the priority in the execution of your orders, having due regard to the sequence in which such orders are received, and you will not have any claim of priority to another in relation to the execution of any order received by us.

2. NEW ISSUE APPLICATION

- 2.1 You agree to comply with all the terms and conditions governing Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and you also agree to be bound by such terms and conditions in any such transaction you may have with us.
- 2.2 You recognize and understand that the legal, regulatory requirements and market practice in respect of application for new Securities may vary from time to time. You undertake to provide us with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice.
- 2.3 When you ask us to apply for new issues on your behalf, you represent and warrant to and agree with us that:-
 - (i) (if the application is made for the securities trading account) no other application is being made for the securities trading account by you or by anyone applying as your agent or by any other person;
 - (ii) (if the application is made by you as agent for the account of another person) no other application is being made by you as agent for or for the account of that person or by that person or by any other person as agent for that person;
 - (iii) the applicants under such applications are fully entitled to make such application and hold Securities applied for and no breach of any law, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and
 - (iv) we have due authority to sign an application on your behalf.
- 2.4 You acknowledge and confirm that, if an application is made by an unlisted company that does not carry on any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit.
- 2.5 You agree and acknowledge that the foregoing representations and/or warranties will be relied on

by us in making the application, and by the issuer in deciding whether it will make allotment to such application.

3. CUSTODY SERVICE

- 3.1 You appoint us to act as custodian for you to provide custody of Securities subject to our agreement and also subject to the terms and conditions herein. You agree not to pledge, charge, sell, grant an option or otherwise deal in any of Securities without our written consent.
- 3.2 We shall arrange for Securities to be registered in the name of you or in the name of us or held in safe custody in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange or Clearing House. Further, we shall deposit such amount of Eligible Securities as we in our absolute discretion determine in the CCASS Depository either in the form deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee.
- 3.3 We shall collect any dividends, interest, payments or other entitlements to which you may be entitled and of which we are notified and shall remit the same to you as soon as possible after deduction of any taxes and duties payable or credit the same to the securities trading account.
- 3.4 We have no obligation to attend meetings of holders of Securities or exercise any rights unless otherwise agreed with you in writing.
- 3.5 Instructions to withdraw or transfer Securities are subject to such notices, quantity restrictions, payments and procedures as we may determine. We may need to take delivery from the seller or custodian or complete a transfer to you in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice and the place for collection of any certificates or documents shall be designated by us from time to time.
- 3.6 Securities held by us as custodian for you under and pursuant to this Clause 3 are so held at your sole risk and we shall not be responsible for or liable in respect of any loss or damage suffered by you in connection therewith.

4. INVESTMENT ADVISORY SERVICE

- 4.1 You may appoint us as your investment adviser in relation to:-
- (i) all Securities from time to time deposited or held in the securities trading account and accepted by us for advisory service hereunder;
 - (ii) all monies from time to time deposited into the securities trading account or such other accounts specified by you and accepted by us for advisory service hereunder; and
 - (iii) all monies arising from Securities held in the securities trading account or such other accounts with us (the "Portfolio") subject to and upon the terms and conditions contained herein.
- 4.2 You represent and acknowledge that we may:-
- (i) act as your agent and on your behalf and in your name, to invest the monies comprised in the Portfolio, to purchase and subscribe for Securities, and to exchange, sell and dispose of or otherwise deal with Securities comprised in the Portfolio, on a non-discretionary basis and in accordance with your instructions; and
 - (ii) provide such other services as agreed between you and us from time to time.
- 4.3 We may, having accepted your appointment hereunder, provide you with market information and data, market views, research products, investment ideas, advice in regard to specific investment and risk management opportunities or investment recommendations (collectively the "Investment Advice"), which you may accept or reject, in whole or in part. In providing you with the Investment Advice, we shall have due regard to your financial position, investment objectives, experiences and restrictions relating to the Portfolio as illustrated by you to us from time to time.

- 4.4 Without prejudice and in addition to all representations and acknowledgments in the foregoing provisions given by you, you hereby further represent and warrant to and undertake with us that you have or will have:-
- (i) sufficient knowledge and experience relating to the investment and understanding of financial, tax and all other related matters and you are capable of evaluating the Investment Advice, the regulatory treatments of transactions which you instruct us to enter into and such legal terms and conditions as we may provide from time to time;
 - (ii) the capability to make decisions about the material terms, conditions and risks of such transactions as you may instruct us to enter into from time to time and about the suitability of such transactions in view of your financial position, investment objectives and experiences; and
 - (iii) the financial resources to absorb the risk of any loss that may be associated with the entry into of the transaction or the purchase or sale of Securities.
- 4.5 You represent and acknowledge (which representations and acknowledgements shall be repeated by you on each date on which transaction is entered into under the Agreement) that:-
- (i) the Portfolio is not managed or supervised by us, and that it is your sole responsibility to manage and supervise the Portfolio;
 - (ii) you have, after having examined or reviewed such information relating to Securities and taken into consideration of the suitability of Securities, made your own decision, for your sole account and at your own risk, to purchase or sell Securities or engage in transaction or to take action on the basis of the Investment Advice;
 - (iii) we are not obliged to update or review any of the Investment Advice that may have been made to you. Events occurring subsequent to the Investment Advice being given may prejudice the Investment Advice's correctness, appropriateness and suitability and that we give no undertaking or warranty that Securities will perform in accordance with the Investment Advice; and
 - (iv) transactions that you instruct us to enter into may be subject to any or all of the risks described in the risk disclosure statements.
- 4.6 Where we provide you with investment advice or other services in relation to any specific product including, without limitation, any Derivative Product or Structured Product, we may, upon your request, supply you with the issuers' product specifications, descriptions and any prospectus or other offering or constitution documents relating to such Derivative Product or Structured Product. We accept no liability for the accuracy or correctness of any information, whether in the relevant product specifications, descriptions, prospectus, offering or constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any Derivative or Structured Product) which may be provided to you.
- 4.7 We give no undertaking or warranty as to the recommendations and/or advice by us under or pursuant to the Agreement or as to the performance or profitability of the Portfolio.
- 4.8 To the extent permitted by law, we shall not be liable for any loss of opportunity resulting in the increase in the value of the Portfolio, any decline in the value of the Portfolio, any error of fact or judgment, mistake of law, any loss arising out of any of the investments of the Portfolio or any act or omission in the execution of the Agreement.

5. DERIVATIVE OR STRUCTURED PRODUCT TRANSACTION

- 5.1 In executing the Derivative or Structured Product Transaction, we may act as your agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, we shall act as the principal to enter into transactions with you or provide the Service for you.
- 5.2 Without prejudice and in addition to all representations, warranties and acknowledgments in the foregoing provisions given by you, you hereby further represent and warrant to and undertake with us (which representations, warranties and undertakings shall be repeated by you on each date on which transaction is entered into under the Agreement) that you have or will have:-

- (i) sufficient knowledge and experience relating to the investment and understanding of financial, tax and all other related matters and you are capable of evaluating the Derivative or Structured Product, the regulatory treatments of transactions which you enter into and such legal terms and conditions as we may provide from time to time;
 - (ii) the capability to make decisions about the material terms, conditions and risks of the Derivative or Structured Product Transaction as you may enter into from time to time and about the suitability thereof in view of your financial position, investment objectives, experiences or otherwise;
 - (iii) the financial resources to absorb the risk of any loss that may be associated with the entry into of the Derivative or Structured Product Transaction; and
 - (iv) unless otherwise agreed between you and us in writing, you will not rely on any written or verbal communication between you and us as investment advice or a recommendation to enter into the transactions contemplated. Further, any information, data and explanations relating to any of the Derivative or Structured Product provided by us to you shall not be construed as an investment advice or a recommendation for you to enter into the relevant transaction.
- 5.3 In regard to any of the Derivative or Structured Product Transaction, we may, upon your request, make available to you a statement or summary showing the descriptions, specifications, features, particulars or otherwise relating to the relevant Derivative or Structured Product or the risk associated therewith (the “Statement of Derivative or Structured Product”). You agree confirm and acknowledge that we accept no liability for the accuracy or correctness of any information, whether in the relevant specifications, descriptions, prospectus, offering or constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any of the Derivative or Structured Product) which may be provided to you.
- 5.4 It is hereby agreed and declared that you will and are deemed to have read the Statement of Derivative or Structured Product (if made available to you) prior to your entry into any Derivative or Structured Product Transaction and will fully understand the descriptions, specifications, features, particulars and other relevant details of the Derivative or Structured Product as well as the risks associated therewith.
- 5.5 You acknowledge and agree that you will seek independent and professional advice on the Derivative or Structured Product to be dealt with or the Derivative or Structured Product Transaction to be entered into by you where you consider fit and necessary and, unless otherwise agreed by us, we shall not provide you with professional advices on the Derivative or Structured Product and you enter into any of the Derivative or Structured Product Transaction at your own risks.
- 5.6 You agree to ensure that, at the time you give your instructions to enter into Derivative or Structured Product Transaction, you have deposited sufficient cleared funds in the Investment Account or such other accounts for payment of the relevant value under the Derivative or Structured Product Transaction. Notwithstanding the foregoing, we may (but not obliged to) enter into the Derivative or Structured Product Transaction for or with you despite that, at the time of your entry into the relevant transaction, you do not have sufficient cleared funds in the Investment Account or other accounts for payment of the relevant value without further notice to you. In that event, you shall forthwith place sufficient cleared funds into the Investment Account or such other accounts as agreed by us as soon as possible for the purpose of payment of the relevant value.
- 5.7 Each of the Derivative or Structured Product Transaction entered into hereunder will be confirmed in writing by us as to the agreed terms of the Derivative or Structured Product Transaction and which confirmation will set out sufficient details or particulars for identifying the Derivative or Structured Product Transaction (the “Confirmation”). The Confirmation constitutes a supplement to and forms an integral part of the agreement in relation to the Derivative or Structured Product Transaction. In respect of a particular Derivative or Structured Product Transaction, in the event of any difference between the provisions of the relevant Confirmation and the other documents evidencing the terms and condition thereof, the provisions of the Confirmation shall prevail.

- 5.8 You have a duty to carefully examine all information and particulars set out in the Confirmation and acknowledge the correctness of the Confirmation by countersigning the duplicate copies thereof and return them to us within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion. If no objection to us in writing is raised by you within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion, all information data and particulars in the Confirmation are considered to be correct, conclusive and binding on you.
- 5.9 You understand and acknowledge that you are obliged to settle the Derivative or Structured Product Transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the "Settlement Date").
- 5.10 Where the Derivative or Structured Product Transaction may expire unless appropriate action in connection with the redemption of the Derivative or Structured Product Transaction is taken on the Settlement Date, the following provisions shall apply: -
- (i) it is your sole responsibility to understand the rights and terms of all of the Derivative or Structured Product Transaction and you are required to take all necessary actions in connection with the redemption of the Derivative or Structured Product Transaction;
 - (ii) if you fail or omit to instruct us at least 3 Business Days before the Settlement Date or such other time limit as may be specified by us:
 - (a) where the redemption of the Derivative or Structured Product Transaction is not obligatory, it shall be conclusively deemed that you have irrevocably waived forgone or renounced all your rights and entitlements regarding the redemption of such Derivative or Structured Product Transaction and we are entitled to deal with or otherwise dispose of such Derivative or Structured Product Transaction in the manner as we shall consider fit; or
 - (b) where the redemption of the Derivative or Structured Product Transaction is obligatory, we are entitled to sell or transfer any Securities or other assets in the Investment Account or all cash, assets, property otherwise deposited with or held by us and/or Associate to satisfy your settlement obligations in the manner as we shall in our absolute discretion determine. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations hereunder; and
 - (iii) if you instruct us at least 3 Business Days or such other time limit as may be specified by us before the Settlement Date to take appropriate action for the redemption of the Derivative or Structured Product Transaction, we are not obliged to follow your instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with us when you give your instruction and, in default thereof, the provisions of sub-clause 5.10(ii) above shall apply as if you have failed to give us punctual instruction.
- 5.11 Where Derivative or Structured Product Transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Settlement Day, you represent and warrant to and undertake with us that: -
- (i) where the Derivative or Structured Product Transaction provides for settlement in cash on the Settlement Date, you shall make available to us sufficient cleared funds to enable us to fully satisfy on your behalf your settlement obligations in respect of such Derivative or Structured Product Transaction before the Settlement Date. If you fail or omit to fulfil your settlement obligations hereunder by the Settlement Date, we are authorized and empowered to sell or transfer any Securities or other assets in the Investment account or all cash, asset or property otherwise deposited with or held by us and/or Associate in satisfaction of your settlement obligations. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims

- whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations; and/or
- (ii) where the Derivative or Structured Product Transaction provides for settlement by way of delivery of the specified underlying asset, you shall deliver the specified quantity of such assets in an appropriate form to us or otherwise settle such trade before the Settlement Date. If you fail or omit to fulfil your settlement obligations by the Settlement Date, we are authorized and empowered to execute on your behalf the purchase or acquisition of such specified underlying assets as are necessary to satisfy your settlement obligations hereunder. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations. We are also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets you deposited with or held by us and/or the Associate so as to enable us to settle the Derivative or Structured Product Transaction.
- 5.12 Unless otherwise agreed between you and us, we are not obliged to notify you of any upcoming Settlement Date from time to time or to take any action on your behalf.
- 5.13 Upon the Settlement Date, we shall be entitled to debit the entire amount payable for the Derivative or Structured Product Transaction (including, without limitation, the purchase price, all fees, charges, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Investment Account or such other accounts.
- 5.14 The net proceeds of the Derivative or Structured Product Transaction after deducting all brokerages, commissions, charges, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to us hereunder and the surplus, if any, shall be credited into the Investment Account or such other accounts.
- 5.15 You agree that you are and remain fully responsible for all settlement and all other obligations in relation to any of the Derivative or Structured Product Transaction entered into by you, regardless of the amount of cleared funds in the Investment Account or such other accounts. In addition, you agree that we are at any time entitled to close out any or all contracts or agreements relating to the Derivative or Structured Product Transaction effected by us for or with you, cover any short position of you through the purchase of the specified underlying assets on SEHK, other relevant Exchange or the OTC Market or liquidate any of your long position through the sale of the Derivative or Structured Product on SEHK, other relevant Exchanges or the OTC Market, or take any other action as we may in our absolute discretion consider fit in relation to the relevant Derivative or Structured Product Transaction should, in our reasonable opinion, we consider that you are or may be unable or unwilling to comply with any of your settlement or other obligations under the Derivative or Structured Product Transaction entered into.

Part VI: e-Cheques

1. e-Cheques Deposit Services provisions - applicability and definitions

- 1.1 The provisions in this Part apply to our services relating to e-Cheques. This Part supplements and forms part of our TERMS AND CONDITIONS OF BANKING SERVICE AND INVESTMENT SERVICE ("Existing Terms"). The provisions of the Existing Terms which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.
- 1.2 For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

"Bills of Exchange Ordinance"	means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
"Clearing House"	means Hong Kong Interbank Clearing Limited and its successors and assigns.
"Deposit Channel"	means any channel offered by us from time to time for presentment of e-Cheques for deposit.
"e-Cheque"	means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
"e-Cheques Deposit Services"	mean the services offered by us to customers from time to time for depositing e-Cheques.
"e-Cheque Drop Box" or "e-Cheque Drop Box Service"	means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
"e-Cheque Drop Box Account"	means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
"e-Cheque Drop Box Terms"	means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.
"Industry Rules and Procedures"	means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.
"Payee Bank"	means the bank at which a Payee Bank Account is held.
"Payee Bank Account"	means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.
"Payer Bank"	means the bank which digitally signed an e-Cheque created by its customer.
"you"	means each customer to whom we provide e-Cheques Deposit Services.

2. Nature and scope of e-Cheques Deposit Services

- 2.1 We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

- 2.2 e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 3 below.
- 2.3 We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 2.4 We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
- (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by you for the e-Cheques Deposit Services.

3. e-Cheques Deposit Services

- 3.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.

3.2 e-Cheque Drop Box Service

- (i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- (ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
- (iv) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

3.3 Our Deposit Channels

We may specify or vary from time to time

- (i) the available Deposit Channels without notice; and
- (ii) the terms governing the use of any Deposit Channel.

4. Handling of e-Cheques, associated risks and our liabilities

4.1 Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the

Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

4.2 Restriction of our liability

Without reducing the effect of the provisions of the Existing Terms:

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (ii) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (2) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - (3) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (iii) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

4.3 Your confirmation and indemnity

- (i) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.