

The Hongkong and Shanghai Banking Corporation Limited

UNIT TRUSTS ACCOUNT TERMS AND CONDITIONS

Quick Facts of Unit Trusts Services*		
Service Features		For More Information
Types of Services Offered	<p><u>Unit Trusts Services</u></p> <p>We may provide the following services (or any of them):</p> <p>(a) investment services (including unit trust monthly investment plans):</p> <p>(i) to buy or subscribe for unit trusts; and</p> <p>(ii) to sell, redeem, transfer, convert, switch, exchange or otherwise dispose of unit trusts and deal with any relating proceeds or moneys, in accordance with your instructions;</p> <p>(b) custodian services:</p> <p>(i) to hold or arrange for your Unit Trusts to be held in safe custody; and</p> <p>(ii) as your nominee, to register your Unit Trusts in our name or in the name of any other person appointed by us.</p>	Unit Trusts Account Terms and Conditions – Clause 1.2
Channel Availability	Internet banking, branch and phone banking (for redemption only)	HSBC Website or Branch Staff
Report and Statement	<p>(a) After effecting a transaction in unit trusts, we will provide you with a contract note in accordance with the Applicable Regulations.</p> <p>(b) We will provide you with such reports and statements relating to your Unit Trusts in accordance with the applicable requirements prescribed by the HKMA and the SFC:</p> <p>(i) at such intervals as agreed by you and us but at least on a monthly basis; and</p> <p>(ii) as soon as reasonably practicable after receiving your request.</p>	Unit Trusts Account Terms and Conditions – Clause 5.1 & 5.2
Financials		For More Information
Fees and Expenses	<ul style="list-style-type: none"> You are required to pay fees for the Services provided and maintaining the Unit Trusts Account. We have the right to add or vary any fees by giving prior notice of at least thirty (30) days. 	Unit Trusts Account Terms and Conditions – Clauses 11.1 & 11.2
Key Terms		For More Information
Instructions	<ul style="list-style-type: none"> You have to give clear instructions using the forms or means specified by us from time to time. 	Unit Trusts Account Terms and Conditions – Clause 3.1
Limitations on Liability	<ul style="list-style-type: none"> We have the right to delay acting or not to act on an instruction without prior notice in certain circumstances. We are not your trustee or investment adviser. We, our agents and nominees are not liable for the management or performance of your Unit Trusts; and any taxes or duties payable in respect of your Unit Trusts. We do not act for the fund manager of any unit trust. We are not liable for loss, damage or expense of any kind which you may incur or suffer unless there was negligence or wilful default by (i) us, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees. We are not responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with our providing, or failure or delay in providing, the Services. 	Unit Trusts Account Terms and Conditions – Clauses 3.3, 3.4 & 9
Your Obligations	<ul style="list-style-type: none"> You are responsible to settle the transaction effected by us on your behalf pursuant to the buy or sell instruction given to us. You should examine each contract note, report or statement provided by us to check its accuracy. You confirm that you act as principal in relation to the Services and unit trusts. You understand and accept the risk disclosure statement. You are not subject to any prohibitions and are permitted to effect transaction in relation to unit trust and own the relevant unit trust under all Applicable Regulations that apply in the relevant jurisdictions including the jurisdiction where you reside, domicile or are a national. 	Unit Trusts Account Terms and Conditions – Clauses 4, 5.3 and 6
Termination of Services	<p>The Services (including a unit trust monthly investment plan) may be terminated in the following manner:</p> <p>(a) by you by giving us prior written notice of at least thirty (30) days (or such shorter period as we may accept from time to time); or</p> <p>(b) by us by giving you prior written notice of at least thirty (30) days.</p>	Unit Trusts Account Terms and Conditions – Clause 13.1

* The Unit Trusts Account Terms and Conditions apply to the Unit Trusts Services. This table contains a summary of the key product terms and it is for reference only. It is not intended to replace the Unit Trusts Account Terms and Conditions. The Unit Trusts Account Terms and Conditions will prevail in the event of any inconsistency.

The Hongkong and Shanghai Banking Corporation Limited

UNIT TRUSTS ACCOUNT TERMS AND CONDITIONS

1. Services and Unit Trusts Accounts

1.1 By requesting us to provide the Services, you agree to be bound by these Terms and Conditions and authorise us as follows:

- (a) to maintain one or more Cash Accounts and Unit Trusts Accounts; and
- (b) to conduct activities and transactions relating to unit trusts for you from time to time.

You may cease using the Services and revoke this authority at any time in accordance with Clause 13.1.

1.2 We may provide the following Services (or any of them):

- (a) investment services (including unit trust monthly investment plans):
 - (i) to buy or subscribe for unit trusts; and
 - (ii) to sell, redeem, transfer, convert, switch, exchange or otherwise dispose of unit trusts and deal with any relating proceeds or moneys, in accordance with your instructions;
- (b) scope of investment services
 - (i) In relation to the purchase and/or sale of any unit trust:
 - (A) we may solicit the sale of or recommend a unit trust to you in accordance with Clause 1.4.1(a); and/or
 - (B) you may enter into the transaction without or inconsistent with any solicitation or recommendation from us in accordance with Clause 1.4.1(c).
 - (ii) We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any unit trust other than to ensure reasonable suitability as set out in Clause 1.4.1(a).
 - (iii) Making available to you any advertisements, marketing or promotional materials, market information or other information relating to a unit trust or service shall not, by itself, constitute solicitation of the sale or recommendation of any unit trust or service.
 - (iv) Unless otherwise specified in these Terms and Conditions or in other terms and conditions in relation to any product:
 - (A) we do not advise on personalised asset allocation, investment portfolio and investment strategy ; and
 - (B) we do not have any obligation to make available any service or provide advice in relation to the purchase or sale of products which we do not distribute or offer to our customers.
- (c) custodian services:
 - (i) to hold or arrange for your Unit Trusts to be held in safe custody; and
 - (ii) as your nominee, to register your Unit Trusts in our name or in the name of any other person appointed by us; and
- (d) credit facilities at our discretion to enable you to invest in unit trusts.

1.3 We have the right to decide or vary without prior notice (i) the range of unit trusts that we are prepared to deal or handle, and (ii) the scope and features of any Services. This may include adding new Services or varying, withholding or withdrawing any existing Services from time to time.

1.4 Transactions entered into with us to buy or sell products

- 1.4.1 (a) If we solicit the sale of or recommend any Financial Product to you, the Financial Product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives ("**Customer Financial Information**").
- (b) No other provision of these Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from Clause 1.4.1(a).
- (c) If you enter into a transaction with us to buy and/or sell a unit trust without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the unit trust is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 1.4.1(c) is subject to compliance with all Applicable Regulations.
- (d) Except as set out in Clause 9.4(b), we are not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by you or any other person with respect to or arising out of any transactions which fall under Clause 1.4.1(c).

1.4.2 By entering into a transaction with us to buy or sell a unit trust, you confirm that any information you provide to us (including the Customer Financial Information) is complete, accurate and up-to-date. When we assess suitability, we will rely on your confirmation.

1.4.3 Before you enter into a transaction with us to buy and/or sell a unit trust, you should:

- (a) consider your own circumstances and understand the unit trust features, terms and risks, and you should contact us if you have any questions on the unit trust;
- (b) note that we have no ongoing responsibility to ensure that a unit trust we have solicited the sale of or recommended to you remains suitable for you;
- (c) note that if circumstances relating to you, such unit trust, such unit trust's issuer or key operator or general market conditions change, such unit trust may no longer be suitable for you; and
- (d) note that we do not provide legal, tax or accounting advice on your investments, and you should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about your investments where necessary.

1.4.4 This Clause 1.4 takes effect on 8 June 2017 ("**Effective Date**"), and applies to:

- (a) any solicitation and/or recommendation of a unit trust we make to you on or after the Effective Date, provided that you enter into a transaction with us to buy and/or sell such unit trust following our solicitation and/or recommendation; and
- (b) any transaction you enter into with us to buy and/or sell a unit trust without or inconsistent with any solicitation or recommendation from us on or after the Effective Date.

2. Our capacity and authority

- 2.1 (a) We act as your agent in providing the Services and effecting your instructions. In providing the Services, we will maintain records that identify your Unit Trusts in segregation from other assets held by us for ourselves or for other customers.
- (b) We are a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) registered with the Securities and Futures Commission with central entity (CE) number AAA523.

- 2.2 You authorise us to do the following (or any of them) in connection with your instructions to buy or sell unit trusts:
- (a) in relation to each instruction to buy or subscribe for unit trusts, to debit or withhold from any Cash Account an amount calculated by us in good faith to settle the purchase price, subscription amount or other moneys or expenses payable by you; and
 - (b) in relation to each instruction to sell, redeem, transfer, convert, switch, exchange or otherwise dispose of your Unit Trusts, to debit or withhold from any Unit Trusts Account such quantity of the applicable Unit Trusts calculated by us in good faith to discharge your settlement obligation.
- 2.3 In addition to the authority in Clause 2.2, you authorise us to take such steps from time to time as we consider appropriate or useful to enable us to provide the Services and to exercise our authority or powers under these Terms and Conditions. These steps may include the following (or any of them):
- (a) to credit interest, income, proceeds, dividends, return, accretions, distributions or other moneys deriving or accruing from your Unit Trusts to any Cash Account, and to credit your Unit Trusts to any Unit Trusts Account;
 - (b) to arrange for your Unit Trusts to be held and registered, as your nominee, in our name or in the name of any other person appointed by us;
 - (c) to take action (including disclosing information about you or your Unit Trusts) or not to take action in order to comply with any Applicable Regulations;
 - (d) to notify or not to notify you of information or documents (including proxy voting forms) received by us (or any person appointed by us) in relation to your Unit Trusts which require your action;
 - (e) to attend or not to attend any meeting, or to exercise or not to exercise any voting or other right (including completing any proxy voting form) in relation to your Unit Trusts;
 - (f) if we do not receive your instructions in time in response to a notification or request in relation to your Unit Trusts, to take or not to take action in accordance with the default option specified in the notification or request;
 - (g) to make, request, collect or receive payments, accretions or distributions on your Unit Trusts arising from or in connection with acquisition, ownership, disposal, redemption, conversion, switch or exchange or other dealing of your Unit Trusts;
 - (h) to convert any amount denominated in a currency to another currency for the purpose of any transaction or payment at our prevailing exchange rate at the relevant time;
 - (i) to co-mingle your Unit Trusts with the property of other persons; and
 - (j) on your behalf, to withhold or make payment of any taxes or duties payable on or in respect of your Unit Trusts.

3. Your instructions

- 3.1 We have the right to specify or vary from time to time the following (or any of them):
- (a) the forms or means (which may include telephone or electronic or other means) for giving instructions in relation to the Services or your Unit Trusts; and
 - (b) the cut-off timeline on a Business Day by which you may give instructions.
- You have to give clear instructions using such forms or means specified by us from time to time.**
- 3.2 (a) **You authorise us to act on any instruction given or appears to be given by you. We have no obligation to verify the identity of the person giving an instruction.**
- (b) **We may act on an instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstance. You will be bound by that instruction as understood and executed by us in good faith and the transaction and action effected by us on your behalf pursuant to that instruction, even if that instruction (i) is incorrect, false or unclear, or (ii) was not given or authorised by you.**
- 3.3 All instructions and all transactions effected by us on your behalf pursuant to the instructions are subject to the following (or any of them):
- (a) the Applicable Regulations;
 - (b) the terms and conditions set out in the offering documents of the relevant unit trust; and
 - (c) these Terms and Conditions and any other applicable terms and conditions as we may prescribe from time to time.
- 3.4 We have the right to delay acting or not to act on an instruction without prior notice in the following circumstances (or any of them):
- (a) if the instruction is unclear in our reasonable opinion;
 - (b) if the instruction is not given in a form or by such means as acceptable to us, or if the instruction is received by us outside the cut-off timeline set by us;
 - (c) if there are insufficient available funds in your Cash Account or from credit facilities to satisfy the settlement obligation arising from the instruction and any fees, expenses or interest payable in respect of the transaction. For this purpose, available funds are funds which you may use in compliance with the terms and conditions governing the relevant Cash Account or credit facilities;
 - (d) if there are insufficient available quantity of the applicable Unit Trust in your Unit Trusts Account to satisfy the settlement obligation arising from the instruction. For this purpose, available quantity of Unit Trusts are the units which you may use in compliance with the terms and conditions governing the relevant Unit Trusts Account;
 - (e) if we are unable to act on the instruction due to prevailing market conditions or any other reason beyond our reasonable control; and
 - (f) if, in our reasonable opinion, the instruction is not consistent with any Applicable Regulations, the terms and conditions set out in the offering documents of the relevant unit trust or these Terms and Conditions or any other applicable terms and conditions as we may prescribe from time to time.
- 3.5 **We are not under an obligation to act on an instruction to cancel or amend an earlier instruction. We may have insufficient time or we may be unable to cancel or amend that instruction for any other reason. In that case, we are not liable for any loss or expense suffered or incurred by you arising from or in connection with our acting on the earlier instruction.**
- 3.6 An instruction (or a part of it) may not be executed. We may at our discretion cancel any instruction (or any part of it) that has not yet been fully executed if, in our reasonable opinion, there are grounds for cancellation. If the Services are suspended for any reason, we have the right without giving you notice either to cancel or act on an uncompleted instruction on the first Business Day on which the Services are resumed, unless we specify otherwise in these Terms and Conditions.
- 3.7 If the manager of the relevant unit trust refuses to accept your application relating to that unit trust, we will arrange for refund or release of the application moneys to you without interest through any Cash Account.
- 3.8 If you give us an instruction to buy unit trusts or in relation to the Services (i) where there are insufficient funds in your Cash Account and (ii) which, if executed by us, would cause your Cash Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and we may:
- (a) refuse your request and that instruction and **impose a service charge for considering and refusing your request;** or

- (b) agree to your request and provide you with an overdraft or an increase to your existing overdraft. **The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.**

4. Your obligations for instructions to buy or sell unit trusts

By giving us an instruction to buy or sell unit trusts, you are responsible to settle the transaction effected by us on your behalf pursuant to that instruction and comply with all of the following obligations:

- (a) until the transaction is fully settled by you, you are not entitled to and will not withdraw or otherwise deal with any funds or Unit Trusts withheld by us pursuant to Clause 2.2(a) or 2.2(b);
- (b) you hereby charge any funds withheld by us pursuant to Clause 2.2(a) in our favour as a continuing security for the payment by you of any liability whether actual or contingent, present or future (including fees, expenses or interest) owing by you to us in respect of the transaction until all such liabilities are discharged in full; and
- (c) until the transaction is fully settled by you, you will hold on trust for us any Unit Trusts withheld by us pursuant to Clause 2.2(b).

5. Reports, statements and information

- 5.1 After effecting a transaction in unit trusts on your behalf pursuant to an instruction, we will as soon as reasonably practicable:
 - (a) make available the essential features of the transaction as soon as reasonably practicable through any means or medium specified by us from time to time. **You should check the essential features of the transaction yourself through the specified means or medium. You accept that we have no obligation to confirm with you the essential features of a transaction in any other manner;**
 - (b) provide you with a contract note in accordance with the Applicable Regulations. If the contract note refers to a settlement date and if settlement cannot take place on that date due to suspension of business or trading for any reason, the settlement date will be deferred to the next trading day. Reasons for suspending business or trading may include hoisting of typhoon signal No.8 or above or black rainstorm warning.
- 5.2 (a) We will provide you with such reports and statements relating to your Unit Trusts in accordance with the applicable requirements prescribed by the HKMA and the SFC:
 - (i) at such intervals as agreed by you and us but at least on a monthly basis; and
 - (ii) as soon as reasonably practicable after receiving your request.
- (b) Where the applicable regulatory requirements do not require us to provide statements for a Unit Trusts Account, we may provide statements at our discretion if we consider appropriate whether or not you have opted not to receive statement.
- 5.3 (a) **You should examine each contract note, report or statement provided by us to check its accuracy. You should see if there is any error, omission, discrepancy, unauthorised transaction or irregularity shown in it, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.**
- (b) **You should notify us of any alleged error, omission, discrepancy, unauthorised transaction or irregularity shown in a contract note, report or statement within ninety (90) days after we provide it by any means set out in Clause 14.2. If we do not receive any such notice from you within the specified period, (i) the contract note, report or statement will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise objection or pursue any remedies against us in relation to that contract note, report or statement.**
- 5.4 For the purpose of Clause 5.3, a contract note, report or statement is considered as issued by us (i) on the day of personal delivery to you; (ii) on the day we post it to you; or (iii) on the day we email it to you.

6. Your confirmations

- 6.1 You confirm that:
 - (a) we have the right to not to accept a deposit of unit trusts in the following circumstances (or any of them):
 - (i) you are not the legal and beneficial owner of the unit trusts, and you do not give us the necessary transfer documents or instruction to enable us to transfer the beneficial ownership of the unit trusts to you;
 - (ii) you do not give us the necessary transfer documents or instruction as we may require to enable us to register the unit trusts in our name or in the name of our nominee; or
 - (iii) you do not pay any fees, reasonable expenses, duties or other amounts payable in respect of any transfer or registration set out in paragraph (i) or (ii) above;
 - (b) **you act as principal (and not as agent or nominee for any other person) in relation to the Services and unit trusts;**
 - (c) **before instructing us to effect a transaction, you should ensure that:**
 - (i) **you own the relevant unit trust;**
 - (ii) **you are not subject to any prohibitions and are permitted to effect that transaction and own the relevant unit trust under all Applicable Regulations that apply in the relevant jurisdictions including the jurisdiction where you are formed or incorporated, reside, domicile, operate or you are a national;**
 - (iii) **you have received and read all offering documents of the relevant unit trust. You should ensure that you fully understand and accept the terms of the transaction which may include:**
 - (1) **the product structure, investment tenor and obligations and consequences of early redemption;**
 - (2) **the risks and returns associated with that unit trust; and**
 - (3) **the fees, charges, expenses and commissions relating to that transaction;**
 - (d) **you have read the risk disclosure statements in Clause 15 and that you understand and accept them with respect to all transactions in unit trusts from time to time. You confirm that the risk disclosure statements are in the language of your choice and that we have invited you to read the risk disclosure statements, ask questions and take independent advice if you wish;**
 - (e) **the offering documents of a unit trust are not intended to provide tax, legal, accounting, investment or financial advice. You should not rely on them for such advice or for credit or other evaluation of that unit trust. Nor should you rely on them as assurance or guarantee as to the expected return (if any) of that unit trust. You should consult your own tax, legal, accounting, investment, financial or other advisors;**
 - (f) we are entitled to retain any interest generated on any amount held by us on your behalf in relation to a transaction pending payment of that amount in settlement of that transaction;

- (g) in respect of a unit trust distributed by us, we act as agent in the transaction as we may specify and will benefit from the transaction or distribution of that unit trust. As a distributor, we are entitled to receive and retain commissions and other fees from the fund manager of that unit trust. That may include full rebate of the initial charge (subject to any cap specified in the offering documents of that unit trust) and sharing in the management fee and the marketing sponsorship fee. For a unit trust issued or managed by any other member of the HSBC Group, we (as distributor) and the issuer or fund manager of that unit trust are members of the HSBC Group. We or our associates (or both) will benefit from the origination and distribution of that unit trust;
- (h) we may distribute unit trusts that are managed by other members of the HSBC Group;
- (i) **you should consider diversifying your investment and allocating your funds across different products; and**
- (j) you understand that the remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

6.2 If after investing or dealing in a unit trust or during the period when we provide the Services to you, you become aware of anything (including change of your residence or nationality) which may (i) cause any of your confirmations above to become untrue, or (ii) trigger any prohibition under the Applicable Regulations or the applicable offering documents against your investment or dealing in that unit trust, you should notify us as soon as reasonably practicable. You should also take such action as we may reasonably specify to resolve the issue. Such action may include selling, redeeming or otherwise disposing of that unit trust.

7. Price of Unit Trusts

7.1 You accept the following in relation to prices of unit trusts:

- (a) prices of unit trusts quoted by us may be provided by the respective fund houses managing the unit trusts or obtained by us from other sources. **We and our service providers endeavour to ensure the accuracy and reliability of the prices quoted but neither we nor them guarantee that any price quoted is accurate, reliable, timely, complete or adequate for any purpose. We and our service providers are not liable (whether in tort, contract or any other manner) for any loss or damages arising from or in connection with any inaccuracy, inadequacy or omission in any price quoted;** and
- (b) The price of any unit trust quoted by us (whether or not in response to your enquiry) is for reference only and is not binding on us. You should not rely on any price quoted for reference and you are solely responsible for relying on that price.
- (c) the actual bid and offer prices of a transaction may differ from the price quoted to you previously. The actual prices will be determined at the time of the transaction in accordance with the offering documents of the relevant unit trust. We are entitled to act on your instruction to sell or purchase any unit trust at the price at which we or our agent actually effect the transaction, even if that price is less favourable to you than the price quoted to you previously.

7.2 Any price of unit trust quoted to you are for your own reference only. You should not do the following (or any of them) with any price quoted by us:

- (a) disseminate it (or any part of it) to any other person;
- (b) use or permit the use of it (or any part of it) for any illegal purpose;
- (c) use it (or any part of it) other than for your personal reference; and
- (d) use it (or any part of it) to effect any investment or dealing in unit trusts other than through us.

8. Unit trust monthly investment plan

8.1 This Clause 8 applies to any unit trust monthly investment plan made available by us from time to time.

8.2 We have the right to decide and vary the terms and conditions on which a unit trust monthly investment plan is made available from time to time. These terms and conditions may include the following (or any of them):

- (a) investor eligibility criteria;
- (b) the unit trusts available under the Services;
- (c) investment amounts, currencies or instalments (including payment method or any minimum or maximum requirement);
- (d) whether or not you may contribute or transfer any funds or assets to a unit trust monthly investment plan other than the regular investment instalments;
- (e) duration or investment interval of the plan;
- (f) dealing timelines, procedures and restrictions applicable to purchase, subscription, sale, redemption, transfer, conversion, switching, exchange or other disposal of unit trusts;
- (g) variation, withdrawal or termination of investment; and
- (h) fees, charges, expenses or commissions.

8.3 We have no obligation to make available or continue any unit trust monthly investment plan.

8.4 Details of a unit trust monthly investment plan will be notified or agreed by us when you apply for that plan.

8.5 We will apply the investment instalments paid by you into a unit trust monthly investment plan to acquire unit trusts on your behalf in accordance with your instructions.

9. Limitation on our liability

9.1 No trust or fiduciary relationship

- (a) **Providing the Services to you does not make us your trustee or investment adviser. In providing the Services, we will use the same degree of care as we use in respect of our own property. We have no trust or other obligations in respect of your moneys or Unit Trusts other than those expressly specified in these Terms and Conditions.**
- (b) **Where we provide custodian services relating to Unit Trust or the Services, or have discretion in managing your moneys or assets (if any), notwithstanding any other provisions contained in these Terms and Conditions or any other arrangements you have with us, you acknowledge that (i) such services provided by us do not constitute a fiduciary relationship between you and us, and (ii) we shall, in no circumstances, be required to undertake any action that could possibly characterise us as a fiduciary to you.**

9.2 Neither we nor any of our agents or nominees are liable for the following (or any of them):

- (a) **the management or performance of your Unit Trusts (including any reduction in the value of your Unit Trusts); and**
- (b) **any taxes or duties payable in respect of your Unit Trusts.**

- 9.3 We do not act for the fund manager of any unit trust. We have no authority to accept your application for unit trust on behalf of the fund manager. Receipt by us of your application for unit trust does not amount to acceptance of that application by the fund manager.
- 9.4 (a) Except as set out in Clause 9.4(b), we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):
- (i) your use of the Services or our providing the Services to you, maintaining the Unit Trusts Account for you, or effecting any transactions for or with you;
 - (ii) our decision not to process any instruction or our delay or failure to act on an instruction in part or in full for any reason;
 - (iii) any fluctuation in the price of the relevant unit trust between the time we receive an instruction and the time we act on it;
 - (iv) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations, Market Requirements or relating to the Services or the Unit Trusts Account;
 - (v) the preservation or enforcement of our rights or exercise of our powers in connection with the Services and the Unit Trusts Account;
 - (vi) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 1.4.1); and
 - (vii) any other case (including any delay, error or failure in making available the essential features of a unit trust transaction as specified in Clause 5.1(a)).
- (b) If it is proved in a case set out in Clause 9.4(a) that there was negligence or wilful default by (i) us, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 9.5 We may appoint any other person as our agent or nominee to perform any of the Services for us. Such person includes any service provider or sub-contractor acting in its capacity as our agent or nominee and excludes any independent service provider or sub-contractor. For that purpose, (i) we may delegate any of our powers to that person, and (ii) you authorise us to disclose or transfer any information relating to you, your Unit Trusts or the Services to that person. Subject to Clauses 9.1, 9.2 and 9.4, we remain liable to you for the negligence or wilful default of any person appointed by us under this Clause as if we performed the relevant Services ourselves.
- 9.6 In no circumstances will we be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with our providing, or failure or delay in providing, the Services.

10. Your indemnity

- 10.1 Except as set out in Clause 10.2, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):
- (a) your use of the Services or our providing the Services to you, maintaining the Unit Trusts Account for you, or effecting any transactions for or with you;
 - (b) our decision not to process any instruction or our delay or failure to act on an instruction in part or in full for any reason;
 - (c) any fluctuation in the price of the relevant unit trust between the time we receive an instruction and the time we act on it;
 - (d) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations, Market Requirements or relating to the Services;
 - (e) the preservation or enforcement of our rights or exercise of our powers in connection with the Services and the Unit Trusts Account;
 - (f) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 1.4.1); and
 - (g) any other case (including any delay, error or failure in making available the essential features of a unit trust transaction as specified in Clause 5.1(a)).

This indemnity shall continue despite the termination of the Services or these Terms and Conditions.

- 10.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 10.1 was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 10.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

11. Fees, expenses, commissions

- 11.1 You are required to pay us fees for providing the Services or maintaining the Unit Trusts Account. You will be notified of the fees at the time of opening your Unit Trusts Account, requesting a Service or effecting an instruction or from time to time. We have the right to add or vary any fees by giving you prior notice of at least thirty (30) days.
- 11.2 You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us in connection with the Services or the Unit Trusts Account from time to time. These may include all applicable taxes, duties and levies payable in respect of your Unit Trusts and our expenses for preserving or enforcing our rights in connection with the Services and the Unit Trusts Account (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount).
- 11.3 We may accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) engaged in a transaction involving the purchase or sale of any unit trust for you any rebate or payment of brokerage, commission or discount payable in respect of that transaction. You further agree that we are entitled to retain for our own account and benefit absolutely the above amounts and any interest generated on any payment made by or to you pending transfer to the Cash Account (or any other account maintained by you with us) or to the manager, stockbroker, underwriter or any other person to effect an instruction.

12. Our right to debit your accounts; set-off and lien

In addition to and without limiting or reducing any of our rights in law or under any other agreement:

- (a) we are entitled without prior notice to you to debit any amount payable by you to us in relation to a transaction or the Services (including any fees, expenses or interest) from any Cash Account or any other account you maintained with us, irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may set;

- (b) we are entitled without prior notice to you to (i) withhold, combine or consolidate the balance on any or all accounts which you maintain with us (including any Cash Account or Unit Trusts Account), and (ii) set off or transfer any moneys (in the form of credit balance or credit facility) or assets standing to the credit of any account in or towards settlement of any amount owing by you to us in connection with the Services or under these Terms and Conditions. The amounts owing by you (i) may be actual or contingent, present, future or deferred, primary or collateral and (ii) may include fees, expenses or interest;
- (c) we are entitled without prior notice to you to sell or otherwise dispose of your Unit Trusts or other assets in such manner and on such terms as we consider appropriate. We are not liable to you for any loss which may arise from such sale or disposal; and
- (d) we have a lien over your Unit Trusts which stand as security for any amount (including any fees, expenses or interest) owing by you to us. We are entitled to sell your Unit Trusts (or any part of them) and apply the sale proceeds (after deducting reasonable expenses) in or towards settlement of your indebtedness. We are entitled to sell your Unit Trusts by public or private sale and on such terms as we consider appropriate without being liable to you for any loss which may arise from such sale.

13. Termination or suspension of the Services

- 13.1 The Services (including a unit trust monthly investment plan) may be terminated in the following manner:
- (a) by you by giving us prior written notice of at least thirty (30) days (or such shorter period as we may accept from time to time); or
 - (b) by us by giving you prior written notice of at least thirty (30) days.
- 13.2 Without limiting or reducing our termination right under Clause 13.1, we have the right to suspend or terminate all or any part of the Services with immediate effect if we are of the opinion that the following events (or any of them) occur:
- (a) you fail to pay any amount due and payable by you or fail to perform any other obligations in relation to your Unit Trusts, or you breach any of the provisions of these Terms and Conditions;
 - (b) a petition in bankruptcy, winding up or commencement of any analogous proceedings is filed against you;
 - (c) a legal order or request is binding on or issued in relation to any Cash Account, Unit Trusts Account or any other accounts or assets maintained or deposited by you with us;
 - (d) (where any Services, Cash Account or Unit Trusts Account is provided to two or more persons or where there is another person with authority on the Cash Account or Unit Trusts Account) there is any dispute or proceedings between you with respect to your Unit Trusts or the Services;
 - (e) all Unit Trusts Accounts or all Cash Accounts are terminated for any reason; and
 - (f) any other event which, in our opinion, renders suspension or termination of the Services necessary or useful.
- 13.3 If all or any part of the Services are suspended or terminated for any reason whether by you or by us, we have the right to do the following (or any of them):
- (a) cancel or terminate any instruction that we have not executed at the time the Services are suspended or terminated;
 - (b) complete any transaction that we have effected on your behalf before the Services are suspended or terminated; and
 - (c) exercise any of our rights under Clause 12.
- 13.4 Any suspension or termination of any or all of the Services for any reason whether by you or by us and any withdrawal of Unit Trusts by you will not limit or reduce our right to settle any transaction or liability effected or incurred by or for you before suspension or termination. Even after the Services are suspended or terminated, you remain responsible for performing and discharging your obligations or liabilities created or accrued before then.

14. Communications

- 14.1 You agree that we may use any contact information provided by you and kept on our records (including address, telephone number, email address and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
- 14.2 Unless we specify otherwise, you will be considered as having received any notice given by us:
- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
 - (b) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
 - (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax); or
 - (d) immediately after emailing it to the email address last notified in writing by you (if sent by email); or
 - (e) immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there).
- 14.3 This Clause does not and should not be interpreted to limit or reduce the effect of Clause 3.1, 5.1, 5.3 or 5.4.

15. Risk disclosure statements

You understand that the following risk disclosure statements explain some principal risks but are not an exhaustive list of all possible risks involved in your investment or dealing in unit trusts. You should refer to the offering documents of each unit trust for details.

- (a) Unit trusts are investment products and some may involve derivatives. Unit trusts are not equivalent to time deposits.
- (b) The price of a unit trust can and do fluctuate, sometimes dramatically. The value of and income from a unit trust is not guaranteed and may move up or down and may even become valueless. There is an inherent risk that losses may be incurred rather than profits made as a result of buying and selling unit trusts. You may not get back the amount you have invested. In the worst case scenario, the value of a unit trust may be worth substantially less than the amount you have invested (and in an extreme case could be worth nothing).
- (c) A unit trust that is a hedge fund uses alternative investment strategies and the inherent risks are different and are not typically encountered in traditional unit trusts.
- (d) A unit trust that invests in certain markets and companies (e.g. emerging markets, commodity markets or smaller companies) may also involve a higher degree of risk and is usually more sensitive to price movements.
- (e) Past performance of a unit trust is not indicative of future performance.
- (f) Investment in a unit trust not denominated in HKD or USD is exposed to exchange rate fluctuations. Exchange rates may cause the value of investment to go up or down.
- (g) Unit trusts held by us or any other person appointed by us as your nominee outside of Hong Kong are subject to the Applicable Regulations of the relevant overseas jurisdiction. These overseas regulations may differ from the Applicable Regulations of Hong Kong. As a result, you may not enjoy the same protection for those unit trusts as you enjoy for your Unit Trusts that are held in Hong Kong.
- (h) Your right to redeem a unit trust may be restricted in certain circumstances.

- (i) **Before investing or dealing in a unit trust, you should carefully consider whether that unit trust is suitable for you having regard to your investment experience, investment objectives, financial resources and other relevant circumstances.**
- (j) **The investment decision is yours but you should not invest in a unit trust unless the intermediary who sells it to you has explained to you that it is suitable for you having regard to your investment experience, investment objectives and financial situation.**

16. Variation of these Terms and Conditions

We have the right to vary these Terms and Conditions (including fees and charges) from time to time by notice. We will give you notice by way of display at our premises or in any other manner we consider appropriate. **You will be bound by a variation unless we have received notice from you to terminate all the Services affected by that variation with effect before the date on which that variation takes effect.**

17. Notification of material change

We agree to notify you of any material change to our name, principal address, registration status, CE number or the Services.

18. Third party rights

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

19. Governing law and version

19.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

19.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

20. Jurisdiction

20.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

20.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

21. Definitions and Interpretation

21.1 **Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

Authority means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.

Cash Account means each account maintained by you with us and designated by you for debiting and crediting funds relating to the Services and the Unit Trusts Account.

Financial Product means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. For the purpose of this definition, "leveraged foreign exchange contracts" mean those traded by persons licensed for Type 3 regulated activity under the relevant regulations in Hong Kong.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

HSBC Group means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "**member of the HSBC Group**" has the same meaning.

Market Requirement means the constitution, by-law, rule, regulation, custom, procedure, usage, ruling and interpretation of (i) any relevant exchange or market (whether in or outside Hong Kong) where transactions are executed, or (ii) any clearing house, custodian or depository of the relevant exchange or market, to which we or you are subject or with which we or you are expected to comply from time to time.

offering documents, with respect to a unit trust, include the latest version of the constitutive document, prospectus, explanatory memorandum, product factsheet, key facts statement, annual report, interim report and quarterly report (if applicable) of that unit trust.

person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

Services means the investment services (including unit trust monthly investment plans if made available by us), the custodian services and any other services which we may provide pursuant to these Terms and Conditions from time to time. Services include the services set out in Clause 1.2.

Terms and Conditions means these Unit Trusts Account Terms and Conditions, as in force from time to time.

unit trust means any unit, share or interest of or in a collective investment scheme commonly known as a unit trust or mutual fund which we are prepared to deal or handle under these Terms and Conditions; and **your Unit Trust** or **Unit Trust** means any unit trust held or to be held by us or any person appointed by us as your nominee or to which you are entitled from time to time pursuant to these Terms and Conditions.

Unit Trusts Account means each account maintained by you with us for the purpose of holding your Unit Trusts.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, and its successors and assigns.

you or **your** means each person in whose name a Unit Trusts Account is maintained or to whom the Services are provided and, where the context permits, includes any individual authorised by you to give instructions relating to the Unit Trusts Account or Services.

香港上海滙豐銀行有限公司

單位信託基金戶口條款及細則

*單位信託基金服務一覽表		
服務特點		更多詳情
提供服務種類	<p><u>單位信託基金服務</u></p> <p>本行可提供下列服務（或其中任何一項）：</p> <p>(a) 投資服務（包括單位信託基金月供投資計劃）：</p> <p>按閣下的指示：</p> <p>(i) 買入或認購單位信託基金；及</p> <p>(ii) 出售、贖回、轉讓、轉換、交換、兌換或用其他方式處置單位信託基金，並處理任何相關收益或款項；</p> <p>(b) 託管服務：</p> <p>(i) 保管或安排保管閣下的單位信託基金；及</p> <p>(ii) 作為閣下的代名人，以本行或本行委任的任何其他人士的名義登記閣下的單位信託基金。</p>	單位信託基金戶口條款及細則 - 第 1.2 條
可用渠道	網上理財、分行及電話理財（只適用於贖回）	滙豐網站或分行職員
報告及結單	<p>(a) 於閣下進行單位信託基金交易後，本行會根據適用法規向閣下提供成交單據。</p> <p>(b) 本行會根據香港金融管理局及證監會訂明的適用規定向閣下提供與閣下的單位信託基金有關的報告及結單：</p> <p>(i) 按本行與閣下雙方同意的時段（但最少每月一次）提供；及</p> <p>(ii) 在收到閣下的要求後在合理可行範圍內盡快提供。</p>	單位信託基金戶口條款及細則 - 第 5.1 及 5.2 條
財務資料		更多詳情
費用及開支	<ul style="list-style-type: none"> 閣下須繳付本行提供服務或維持單位信託基金戶口的費用。本行有權給予閣下最少三十（30）日的事先通知增加或更改任何收費。 	單位信託基金戶口條款及細則 - 第 11.1 及 11.2 條
主要條款		更多詳情
指示	<ul style="list-style-type: none"> 閣下須以本行不時指定的形式或方式發出清晰指示。 	單位信託基金戶口條款及細則 - 第 3.1 條
責任的限制	<ul style="list-style-type: none"> 本行在若干情況下有權延遲執行或不執行指示而無須事先通知。 本行不是閣下的受託人或投資顧問。 就閣下的單位信託基金的管理或表現及閣下的單位信託基金應繳付的任何種類的稅項，本行或任何本行的代理或代名人均無須負責。 本行不代表任何單位信託基金的基金經理行事。 除非 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員疏忽或故意失責，本行無須負責閣下可能招致或蒙受的任何種類的損失、損害或開支。 就因本行提供服務或未有或延遲提供服務而引致或相關的任何利潤或利息損失、間接或相應而生的損失，本行無須對閣下或任何其他人士負責。 	單位信託基金戶口條款及細則 - 第 3.3、3.4 及 9 條
閣下的責任	<ul style="list-style-type: none"> 閣下有責任結清本行根據閣下向本行發出的買賣指示代閣下進行的交易。 閣下應審查每份由本行提供的成交單據、報告或結單是否準確。 閣下確認就服務及單位信託基金而言，閣下以主事人身份行事。 閣下明白及接受風險披露聲明。 在適用於相關司法管轄區（包括閣下的居住地、居籍或作為其國民的司法管轄區）的所有適用法規下，閣下不受任何禁令限制，以及獲准進行有關單位信託基金的交易及擁有有關單位信託基金。 	單位信託基金戶口條款及細則 - 第 4、5.3 及 6 條
終止服務	<p>服務（包括單位信託基金月供投資計劃）可透過下列途徑終止：</p> <p>(a) 由閣下向本行發出最少三十（30）日（或本行不時可接受的較短期間）的事先書面通知終止；或</p> <p>(b) 由本行向閣下發出最少三十（30）日的事先書面通知終止。</p>	單位信託基金戶口條款及細則 - 第 13.1 條

* 單位信託基金戶口條款及細則適用於單位信託基金服務。本表載有的主要產品條款的簡介僅供參考之用，並不擬取代單位信託基金戶口條款及細則。如有任何不一致，概以單位信託基金戶口條款及細則為準。

單位信託基金戶口條款及細則

1. 服務及單位信託基金戶口

1.1 閣下要求本行提供服務，即同意受本條款及細則約束並授權本行進行下列事項：

- (a) 維持一個或多個現金戶口及單位信託基金戶口；及
 - (b) 不時為閣下進行有關單位信託基金的活動及交易。
- 閣下可按第 13.1 條隨時終止使用服務及撤銷此授權。

1.2 本行可提供下列服務（或其中任何一項）：

(a) 投資服務（包括單位信託基金月供投資計劃）：

按閣下的指示：

- (i) 買入或認購單位信託基金；及
- (ii) 出售、贖回、轉讓、轉換、交換、兌換或用其他方式處置單位信託基金，並處理任何相關收益或款項；

(b) 投資服務的範圍

(i) 就購買及／或出售任何單位信託基金而言：

- (A) 本行可根據第 1.4.1 (a) 條向閣下招攬銷售或建議單位信託基金；及／或
- (B) 閣下可根據第 1.4.1 (c) 條在沒有本行的任何招攬或建議或與之不一致的情況下進行交易。

(ii) 除根據第 1.4.1 (a) 條所載為確保合理合適性外，本行並不提供諮詢服務，亦因此不會承擔招攬銷售或建議任何單位信託基金方面任何有關諮詢的謹慎責任或義務。

(iii) 向閣下提供有關單位信託基金或服務的任何廣告、市場推廣或宣傳物料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何單位信託基金或服務。

(iv) 除本條款及細則或其他有關任何產品的條款及細則所訂明者外：

- (A) 本行不會就個人資產分配、投資組合和投資策略給予意見；及
- (B) 就本行並無向客戶分銷或提供的產品而言，本行並無任何義務提供任何關於購買或出售的服務或提供意見。

(c) 託管服務：

- (i) 保管或安排保管閣下的單位信託基金；及
- (ii) 作為閣下的代名人，以本行或本行委任的任何其他人士的名義登記閣下的單位信託基金；及

(d) 本行酌情提供閣下使用作單位信託基金投資的信貸服務。

1.3 本行有權無須事先通知決定或更改 (i) 本行可買賣或處理的單位信託基金的種類，及 (ii) 任何服務的範圍及特點。這可能包括不時加入新服務或變更、暫停或撤銷任何現有服務。

1.4 與本行進行的購買或出售產品交易

1.4.1 (a) 假如本行向閣下招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮閣下的財政狀況、投資經驗及投資目標（「**客戶財務資料**」）後而認為合理地適合閣下的。

(b) 本條款及細則的其他條文或任何其他本行可能要求閣下簽署的文件及本行可能要求閣下作出的聲明概不會減損第 1.4.1 (a) 條的效力。

(c) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及／或出售單位信託基金的交易，本行將沒有任何義務或責任評估該單位信託基金是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第 1.4.1(c) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

(d) 除第 9.4 (b) 條所載者外，閣下或任何其他人士就有關或因第 1.4.1 (c) 條項下的任何交易而招致或蒙受的任何損失（包括間接或相應而生的損失）、任何形式的成本或損害，本行無須負責。

1.4.2 透過與本行進行購買或出售單位信託基金的交易，閣下確認由閣下向本行提供的任何資料（包括客戶財務資料）為完整、準確及最新。當本行評估合適性時，將依賴閣下的確認。

1.4.3 閣下與本行進行購買及／或出售單位信託基金的交易前，閣下應：

(a) 考慮閣下本身的狀況及明白單位信託基金特點、條款和風險，如閣下對單位信託基金有任何問題，應聯絡本行；

(b) 知悉本行並無持續責任確保其向閣下招攬銷售或建議的單位信託基金仍然適合閣下；

(c) 知悉如有關閣下、該單位信託基金、該單位信託基金發行人或主要經營者或整體市場的情況有變，該單位信託基金或不再適合閣下；及

(d) 知悉本行並不會就閣下的投資提供法律、稅務或會計意見，因此，閣下應考慮就其投資取得獨立專業意見（包括法律、稅務及會計意見）（如需要）。

1.4.4 本第 1.4 條於 2017 年 6 月 8 日（「**生效日期**」）生效，並應用於：

(a) 本行於生效日期當日或之後向閣下作出的任何單位信託基金招攬及／或建議，條件為閣下跟隨本行作出的招攬及／或建議，與本行進行購買及／或出售該單位信託基金的交易；及

(b) 閣下在沒有本行的任何招攬或建議或與之不一致的情況下，於生效日期當日或之後與本行進行購買及／或出售單位信託基金的任何交易。

2. 本行的身份及權限

- 2.1 (a) 本行以閣下代理的身份提供服務及執行閣下的指示。在提供服務時，本行會保存紀錄識別閣下的單位信託基金，並從本行為本身及其他客戶持有的其他資產中劃分。
- (b) 本行於證券及期貨事務監察委員會註冊為《證券及期貨條例》（香港法例第 571 章）中的註冊機構，中央（CE）編號為 AAA523。
- 2.2 閣下授權本行就閣下買賣單位信託基金的指示進行下列事項（或其中任何一項）：
- (a) 就買入或認購單位信託基金的每一個指示，從任何現金戶口扣除或預扣本行基於誠信計算的金額以支付閣下應付的買價、認購金額或其他款項或開支；及
- (b) 就出售、贖回、轉讓、轉換、交換、兌換或以其他方式處置閣下的單位信託基金的每一個指示，從任何單位信託基金戶口扣除或預扣本行基於誠信計算的適用單位信託基金數量，以履行閣下的結算責任。
- 2.3 除第 2.2 條所載權限外，閣下授權本行不時採取本行認為適當或有用的步驟，讓本行可提供服務及行使本行在本條款及細則下的權限或權力。該等步驟可包括下列各項（或其中任何一項）：
- (a) 把由閣下的單位信託基金衍生或累計的利息、收入、收益、股息、回報、增益、分派或其他款項記入任何現金戶口，及把閣下的單位信託基金記入任何單位信託基金戶口；
- (b) 作為閣下的代名人安排以本行或本行委任的任何其他人士的名義持有及登記閣下的單位信託基金；
- (c) 為遵守任何適用法規，採取行動（包括披露有關閣下或閣下的單位信託基金的資料）或不採取行動；
- (d) 通知或不通知閣下本行（或本行委任的任何人士）收到有關閣下的單位信託基金需要閣下行動的資料或文件（包括代理投票表格）；
- (e) 出席或不出席有關閣下的單位信託基金的任何會議，或行使或不行使有關閣下的單位信託基金的任何投票或其他權利（包括填寫任何代理投票表格）；
- (f) 如本行未有收到閣下的及時指示回應有關閣下的單位信託基金的通知或請示，則按通知或請示中列明的預設選項採取或不採取行動；
- (g) 索取、收集或收取就購入、擁有、處置、贖回、轉換、交換、兌換或用其他方式處理閣下的單位信託基金產生或相關的款項、增益或分派；
- (h) 為任何交易或付款把任何金額由一種貨幣單位以本行當時的通行匯率轉換為另一種貨幣單位；
- (i) 將閣下的單位信託基金與其他人士的財產匯集；及
- (j) 代閣下預扣或支付閣下的單位信託基金應支付或有關的任何稅項。

3. 閣下的指示

- 3.1 本行有權不時指定或變更下列事項（或其中任何一項）：
- (a) 就服務或閣下的單位信託基金發出指示的形式或方式（可能包括電話或電子或其他方式）；及
- (b) 營業日中發出指示的截止時間。
- 閣下須以本行不時指定的形式或方式發出清晰指示。**
- 3.2 (a) 閣下授權本行執行閣下發出或看似是由閣下發出的任何指示。本行沒有責任查證發出指示的人士的身份。
- (b) 如本行合理地認為指示是由閣下發出或經閣下授權，本行可執行該指示，並無須就此在任何情況下負責。當本行基於誠信理解及執行指示，即使 (i) 該指示不正確、虛假或不清晰，或 (ii) 非由閣下發出或非經閣下授權，閣下亦須受該指示約束。
- 3.3 所有指示及本行根據指示代閣下進行的所有交易均受限於下列事項（或其中任何一項）：
- (a) 適用法規；
- (b) 相關單位信託基金的銷售文件所載的條款及細則；及
- (c) 本條款及細則及本行可能不時規定的任何其他適用條款及細則。
- 3.4 在下列（或其中任何一個）情況下，本行有權延遲執行或不執行指示而無須事先通知：
- (a) 如根據本行的合理見解而認為該指示不清晰；
- (b) 如該指示不是以本行可接受的形式或方式作出，或於本行指定的截止時間後收到；
- (c) 如閣下的現金戶口或信貸可取得的資金不足夠履行指示及有關交易的任何費用、開支或利息所產生的結算責任。就此而言，可取得的資金指閣下在符合規管有關現金戶口或信貸的條款及細則的情況下可使用的資金；
- (d) 如閣下的單位信託基金戶口可取得的適用單位信託基金數量不足夠履行指示產生的結算責任。就此而言，可取得的單位信託基金數量指閣下在符合規管有關單位信託基金戶口的條款及細則的情況下可使用的單位；
- (e) 如鑑於當時市場情況或任何其他在本行合理控制範圍以外的原因，本行未能執行該指示；及
- (f) 如根據本行的合理見解而認為該指示與任何適用法規、相關單位信託基金銷售文件所載條款及細則或本條款及細則的條文或本行可能不時規定的任何其他適用條款及細則的條文不一致。
- 3.5 本行並無責任執行有關取消或更改較早的指示。本行可能因未有充分時間或任何其他原因無法取消或更改該指示。在該情況下，就因或有關本行執行較早的指示，而引致閣下招致或蒙受任何損失或開支，本行無須負責。
- 3.6 本行可不執行指示（或其部分）。如根據本行的合理見解而認為有理由取消指示，本行可酌情取消任何尚未完全執行的指示（或其任何部分）。如服務因任何原因被暫停，本行有權在該服務恢復的第一個營業日取消或執行尚未完全執行的指示，而無須通知閣下，除非本條款及細則中本行另有指定。
- 3.7 如相關單位信託基金經理拒絕接受閣下有關於該單位信託基金的申請，本行會安排透過任何現金戶口向閣下退回或發還申請款項但不會支付利息。
- 3.8 如閣下向本行發出購買單位信託基金或有關服務的指示 (i) 而閣下的現金戶口中並無足夠資金及 (ii) 如本行執行該指示，會導致閣下的現金戶口透支或超過現有透支限額，本行將視此為閣下就未經授權透支服務的非正式要求，而本行可：
- (a) 拒絕閣下的要求及該指示並**就考慮及拒絕閣下的要求徵收服務費**；或

- (b) 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費。

4. 閣下就買賣單位信託基金指示的責任

閣下向本行發出買賣單位信託基金的指示，即有責任結清本行根據該指示代閣下進行的交易，並履行下列所有責任：

- (a) 直至閣下完全結算交易，閣下無權且不會提取或以其他方式處理本行根據第 2.2 (a) 條或 2.2 (b) 條預扣的任何資金或閣下的單位信託基金；
- (b) 閣下謹此將本行根據第 2.2 (a) 條預扣的任何資金抵押予本行作為閣下償付就交易而欠本行的任何債務的持續性抵押，不論債務屬實際或待確定、現時或日後的（包括任何費用、開支或利息），直至完全償還該等負債；及
- (c) 直至閣下完全結清交易，閣下會以信託形式為本行持有本行根據第 2.2 (b) 條預扣的任何閣下的單位信託基金。

5. 報告、結單及資料

5.1 本行根據指示代閣下進行單位信託基金交易後會合理可行盡快：

- (a) 在合理可行的範圍內盡快透過本行不時指定的任何方式或媒介提供該項交易的重要特點。閣下應自行透過指定的方式或媒介查閱交易的重要特點。閣下接受本行無責任以任何其他方式向閣下確認交易的重要特點；及
- (b) 根據適用法規向閣下提供成交單據。如成交單據據述交收日期，而因任何原因暫停業務或交易致使未能在該日期進行交收，則交收日期將延遲至下一個交易日。暫停業務或交易的原因可包括懸掛八號或以上的颱風信號或黑色暴雨警告。

5.2 (a) 本行會根據香港金融管理局及證監會訂明的適用規定向閣下提供與閣下的單位信託基金有關的報告及結單：

- (i) 按本行與閣下雙方同意的時段（但最少每月一次）提供；及
- (ii) 在收到閣下的要求後在合理可行範圍內盡快提供。

- (b) 如適用監管要求並無要求本行提供單位信託基金戶口結單，本行可酌情在本行認為適當的情況下提供結單，不論閣下是否已選擇不接收結單。

5.3 (a) 閣下應審查每份由本行提供的成交單據、報告或結單是否準確。閣下應查閱當中有否出現任何錯誤、遺漏、差異、未經授權的交易或不當情況，不論因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致。

- (b) 閣下應在本行以第 14.2 條所載的方法遞送該成交單據、報告或結單後九十(90)日內，通知本行有關該成交單據、報告或結單中任何指稱的錯誤、遺漏、差異、未經授權的交易或不當情況。如本行未有在指定期間內收到閣下任何該等通知，(i) 該成交單據、報告或結單即被視為正確、最終並對閣下具有約束力，及 (ii) 閣下亦會被視為已放棄就該成交單據、報告或結單向本行提出反對或採取任何補救方法的任何權利。

5.4 就第 5.3 條而言，成交單據、報告或結單在 (i) 專人向閣下派遞當日；(ii) 本行向閣下郵寄當日；或 (iii) 本行向閣下發出電郵當日被視為本行已經發出。

6. 閣下的確認

6.1 閣下確認：

- (a) 在下列（或其中任何一個）情況下，本行有權不接受擬存入本行的單位信託基金：

- (i) 閣下並非單位信託基金的法定及實益擁有人，及閣下未有向本行提供就轉移擁有權所需的文件或指示，讓本行將單位信託基金的實益擁有權轉移至閣下；
- (ii) 閣下未有向本行提供本行要求所需過戶文件或指示，讓本行可以其或本行代名人的名義登記單位信託基金；或
- (iii) 閣下未有繳付在上列 (i) 或 (ii) 段列明的就任何擁有權的轉移或登記而應繳付的任何費用、合理開支、稅項或其他金額；

- (b) 就服務及單位信託基金而言，閣下以主事人身份（而不是以代理或代名人身份代任何其他人士）行事；

- (c) 在指示本行執行交易之前，閣下應確保：

- (i) 閣下擁有相關單位信託基金；
- (ii) 在適用於相關司法管轄區（包括閣下的組成或成立地、居住地、居籍、經營地或作為其國民的司法管轄區）的所有適用法規下，閣下不受任何禁令限制，以及獲准進行該項交易及擁有相關單位信託基金；
- (iii) 閣下已收到及閱讀相關單位信託基金的所有銷售文件。閣下應確保完全明白及接受交易的條款，當中可能包括：
- (1) 產品結構、投資期限及責任及提前贖回的後果；
- (2) 與該單位信託基金相聯的風險及回報；及
- (3) 有關該項交易的費用、收費、開支及佣金；

- (d) 閣下已細閱第 15 條的風險披露聲明，且就單位信託基金不時的所有交易明白及接受該等聲明。閣下確認該等風險披露聲明是以閣下選擇的語言作出，及本行已邀請閣下細閱該等風險披露聲明、發問問題及獲取第三者意見（如閣下意欲）；

- (e) 任何單位信託基金的銷售文件不是旨在提供稅務、法律、會計、投資或財務意見。閣下不應為該等意見或為對該單位信託基金的信貸或其他評核而依賴該等文件。閣下亦不應依賴該等文件作為有關該單位信託基金的預期回報（如有）的擔保或保證。閣下應諮詢閣下的稅務、法律、會計、投資、財務或其他顧問；

- (f) 本行有權保留，本行在一項交易交收前為閣下持有用作交收的金額所產生的任何利息；

- (g) 就由本行分銷的單位信託基金而言，在交易中本行可按本行指定以代理的身份行事，並會從該交易或該等單位信託基金的分銷中受益。作為分銷商，本行有權從該等單位信託基金的基金經理收取及保留佣金及其他費用。這可包括初次收費的全數回佣（但受該等單位信託基金的銷售文件中指定的任何上限所規限），以及共享管理費用及銷售贊助費用。就任何其他滙豐集團成員發行或管理的單位信託基金而言，本行（作為分銷商）及該等單位信託基金的發行商或基金經理均屬滙豐集團成員。本行或本行的關聯人士（或兩者）會從該等單位信託基金的發起及分銷中受益；

- (h) 本行可分銷由其他滙豐集團成員管理的單位信託基金；

- (i) 閣下應考慮分散投資及將閣下的資金分配到不同的產品；及

- (j) 閣下明白本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

6.2 如投資於或買賣單位信託基金後或於本行向閣下提供服務期間，閣下察覺任何情況（包括閣下居住地或國籍變更）可能 (i) 導致閣下的任何上述確認失實，或 (ii) 引發根據適用法規或適用銷售文件禁止閣下投資於或買賣該單位信託基金，閣下應在合理可行的範圍內盡快通知本行。閣下亦應採取本行可合理指定的行動以解決問題。該等行動可包括出售、贖回或以其他方式處置該單位信託基金。

7. 單位信託基金價格

7.1 閣下就單位信託基金價格接受下列事項：

- (a) 本行就單位信託基金價格作出的報價，可能由單位信託基金的相應基金公司提供或本行從其他資料來源獲取。本行及本行的服務提供商會盡力確保報價準確及可信，但本行及本行的服務提供商均不會保證任何報價就任何目的而言為準確、可靠、及時、完整或充分。就任何報價的不準確度、不充足度或遺漏而引致或與之相關的任何損失或損害，本行及本行的服務提供商均無須負責（不論是侵權、合約或任何其他方面的責任）；及
- (b) 本行就任何單位信託基金向閣下作出的報價（不論是否就閣下的查詢作出的回覆）僅供參考，對本行並無約束力。閣下不應依賴任何僅供參考的報價，以及閣下須就依賴該等報價自行負責。
- (c) 一項交易的實際買入價和賣出價可能與較早前向閣下作出的報價不同。實際價格將根據相關單位信託基金的銷售文件於交易時釐定。本行有權以本行或本行代理實際進行該項交易時的價格執行閣下有關於出售或購買任何單位信託基金的指示，即使該等價格與本行較早前作出的報價對閣下較為不利。

7.2 向閣下所報的任何單位信託基金價格僅供閣下參考。閣下不應就本行提供的任何報價作出下列（或其中任何一項）行為：

- (a) 向任何其他人士發布該等報價（或其任何部分）；
- (b) 使用或容許使用該等報價（或其任何部分）作任何非法用途；
- (c) 使用該等報價（或其任何部分）作閣下個人參考外的用途；及
- (d) 使用該報價（或其任何部分）進行非透過本行辦理的任何單位信託基金投資或買賣。

8. 單位信託基金月供投資計劃

8.1 本第 8 條適用於本行不時提供的任何單位信託基金月供投資計劃。

8.2 本行有權決定及更改適用於本行不時提供的單位信託基金月供投資計劃的條款及細則。該等條款及細則可包括下列事項（或其中任何一項）：

- (a) 合資格投資者準則；
- (b) 該服務提供的單位信託基金；
- (c) 投資金額、投資貨幣或分期付款（包括繳款方法或任何最低或最高限額）；
- (d) 除定期投資供款外，閣下是否可向單位信託基金月供投資計劃供款或轉撥任何資金或資產；
- (e) 計劃期限或投資時段；
- (f) 適用於購買、認購、出售、贖回、轉讓、轉換、交換、兌換或其他方式處置單位信託基金的時間表、程序及限制；
- (g) 更改、撤回或終止投資；及
- (h) 費用、收費、開支或佣金。

8.3 本行無責任提供或繼續任何單位信託基金月供投資計劃。

8.4 本行會在閣下申請單位信託基金月供投資計劃時，通知閣下或跟閣下議定該計劃的詳情。

8.5 本行將根據閣下的指示，應用閣下支付予單位信託基金月供投資計劃的投資供款，代閣下購入單位信託基金。

9. 本行責任的限制

9.1 無信託或受信關係

- (a) 向閣下提供服務不會令本行成為閣下的受託人或投資顧問。在提供服務時，本行會如處理自身的財產一樣謹慎。除在本條款及細則中明確指定外，就閣下的款項或單位信託基金，本行無信託或其他責任。
- (b) 儘管本條款及細則中載有任何其他條文或本行與閣下之間有任何其他安排，就本行提供有關單位信託基金或服務的託管服務或本行可酌情管理閣下的款項或資產（如有），閣下確認 (i) 該等由本行提供的服務不構成本行與閣下之間的受信關係，及 (ii) 本行在任何情況下無須承擔任何讓本行成為閣下的受信人的行動。

9.2 就下列（或其中任何一項）項目本行或任何本行的代理或代名人均無須負責：

- (a) 閣下的單位信託基金的管理或表現（包括閣下的單位信託基金減值）；及
- (b) 閣下的單位信託基金應繳付的任何種類的稅項。

9.3 本行不代表任何單位信託基金的基金經理行事。本行無權就任何單位信託基金代表相關基金經理接受閣下有關於單位信託基金的申請。本行收到閣下有關於單位信託基金的申請並不構成該申請獲基金經理接受。

9.4 (a) 就因或有關下列（或其中任何一項）情況而引致閣下可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責（第 9.4(b) 條所載則屬例外）：

- (i) 閣下使用服務或本行向閣下提供服務、為閣下維持單位信託基金戶口，或為閣下或與閣下進行任何交易；
- (ii) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；
- (iii) 本行在收到指示時及執行指示時之間出現相關單位信託基金出現的價格波動；
- (iv) 閣下未有履行閣下就本條款及細則、適用法規、市場要求下或有關服務或單位信託基金戶口的責任；
- (v) 本行保留或強制執行有關服務及單位信託基金戶口的權利或行使有關權力；
- (vi) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 1.4.1 條項下閣下的客戶財務資料）；及
- (vii) 任何其他情況（包括任何延遲、錯誤或未能提供第 5.1 (a) 條中所指有關單位信託基金的交易重點）。

(b) 如第 9.4 (a) 條所載的情況證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，本行會就閣下直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的損失及損害負責。

9.5 本行可委任任何其他人士作本行的代理或代名人為本行履行任何服務。該等人士包括以本行的代理或代名人的身份行事的任何服務供應商或分包商，而不包括任何第三者服務供應商或分包商。就此 (i) 本行可向該人士轉授本行的任何權力，而 (ii) 閣下授權本行向該等人士披露或轉移有關閣下、閣下的單位信託基金或服務的任何資料。在受限於第 9.2、9.3 及 9.4 條的前提下，本行仍須為本行在本條款下委任的任何人士的疏忽或故意失責負責，猶如本行自行履行有關服務一樣。

9.6 就因本行提供服務或未有或延遲提供服務而引致或相關的任何利潤或利息損失、間接或相應而生的損失，本行在任何情況下均無須對閣下或任何其他人士負責。

10. 閣下的彌償保證

10.1 就因或有關下列（或其中任何一種）情況而引致 (i) 本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還但第 10.2 條所載則除外：

(a) 閣下使用服務，或本行向閣下提供服務、維持閣下的單位信託基金戶口，或為或與閣下進行任何交易；

(b) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；

(c) 本行在收到指示時及執行指示時之間出現相關單位信託基金出現的價格波動；

(d) 閣下未有履行閣下就本條款及細則、適用法規、市場要求下或有關服務的責任；

(e) 本行保留或強制執行有關服務及單位信託基金戶口的權利或行使有關權力；

(f) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 1.4.1 條項下閣下的客戶財務資料）；及

(g) 任何其他情況（包括任何延遲、錯誤或未能提供第 5.1 (a) 條中所指有關單位信託基金的交易重點）。

即使服務、單位信託基金戶口或本條款及細則被終止後，本彌償仍繼續有效。

10.2 如第 10.1 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，閣下無須在第 10.1 條下就直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。

11. 費用、開支及佣金

11.1 閣下須向本行繳付提供服務或維持單位信託基金戶口的費用。該等費用會在開立閣下的單位信託基金戶口時、要求提供服務或執行指示時或不時通知閣下。本行有權給予閣下最少 30 日的事先通知增加或更改任何收費。

11.2 閣下須繳付本行就有關服務或單位信託基金戶口不時合理地招致並金額合理的所有成本及開支。該等成本及開支可包括就閣下的單位信託基金應繳付的所有適用種類的稅項及徵費，及為保留或因強制執行本行有關服務及單位信託基金戶口的權利而引致的本行開支（包括本行聘用的任何收數代理的費用及就要求、收回、起訴或追討任何未清還或逾期金額的法律費用）。

11.3 就一項涉及代閣下購入或出售任何單位信託基金的交易而言，本行可接受該項交易的任何經理人、證券經紀、包銷商或其他人士（不論是否滙豐集團成員）的任何回扣、經紀佣金、佣金或折扣。閣下亦同意本行有權為自身的絕對利益保留上述款項及保留就執行指示而由閣下繳付或付予閣下的款項在尚未轉賬至現金戶口（或閣下在本行維持的任何其他戶口）或尚未付予經理人、證券經紀、包銷商或任何其他人士前所產生的任何利息。

12. 本行從閣下戶口扣賬的權利；抵銷權及留置權

除法律或任何其他合約下授予本行的任何權利外及在不限制或削弱該等權利的情况下：

(a) 本行有權無須事先通知閣下，而就有關交易或服務閣下應向本行繳付的任何金額（包括任何費用、開支或利息）從閣下於本行維持的任何現金戶口或任何其他戶口支賬，不論相關戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同累算費用、開支或利息（以本行可指定的利率或金額就所欠金額累算）清還所欠金額；

(b) 本行有權無須事先通知閣下，而 (i) 扣起、組合或合併閣下在本行維持的任何或所有戶口（包括任何現金戶口或單位信託基金戶口）的結餘，並 (ii) 把任何存放在戶口的款項（以存款或信貸便利的形式）或資產作抵銷或轉賬，以結清有關服務或在本條款及細則下閣下欠本行的任何金額。閣下的該等欠債 (i) 可能為實際或待確定、現有、將有或遞延、基本性或擔保性的欠債及 (ii) 可包括費用、開支或利息；

(c) 本行有權無須事先通知閣下，而按本行認為適當的方法及條款，出售或以其他方式處置閣下的單位信託基金或其他資產。本行就該等出售或處置可能引致的任何損失對閣下無須負責；及

(d) 本行有權留置閣下的單位信託基金作為閣下尚欠本行的任何款項（包括任何費用，開支或利息）的抵押。本行有權出售閣下的單位信託基金（或其任何部分）及將出售所得款項（經扣除合理開支後）用於清償閣下的債務。本行有權以本行認為適當的條款以公開或私人售賣方式出售閣下的單位信託基金，而無須就有關出售而可能產生的任何損失對閣下承擔責任。

13. 終止或暫停服務

13.1 服務（包括單位信託基金月供投資計劃）可透過下列途徑終止：

(a) 由閣下向本行發出最少三十（30）日（或本行不時可接受的較短期間）的事先書面通知終止；或

(b) 由本行向閣下發出最少三十（30）日的事先書面通知終止。

13.2 在不限制或削弱第 13.1 條下本行的終止權利的情况下，如本行認為下列（或其中任何一項）事件發生，本行有權即時暫停或終止全部或任何部分服務：

(a) 閣下未有支付任何到期應付款項，或未有履行有關閣下的單位信託基金的任何其他責任，或違反本條款及細則的任何條文；

(b) 出現對閣下提出破產、清盤申請或任何類似法律程序；

(c) 閣下於本行維持或存放的任何現金戶口、單位信託基金戶口或任何其他戶口或資產受法律命令或要求約束，或被發出法律命令或要求；

- (d) (如任何服務、現金戶口或單位信託基金戶口向兩名或以上人士提供，或如另一人士於現金戶口或單位信託基金戶口具有權限)，閣下各位之間就閣下的單位信託基金或服務發生任何爭議或展開任何法律程序；
- (e) 全部單位信託基金戶口或全部現金戶口因任何原因被終止；及
- (f) 本行認為有任何其他事件致使暫停或終止服務為有需要或有用。

13.3 如閣下或本行因任何原因暫停或終止全部服務或其任何部分，本行有權採取下列（或其中任何一項）行動：

- (a) 取消或終止在服務於暫停或終止時本行尚未執行的任何指示；
- (b) 完成於服務暫停或終止前本行已代閣下執行的任何交易；及
- (c) 行使在第 12 條下本行的任何權利。

13.4 閣下或本行因任何原因暫停或終止任何或全部服務以及閣下取回閣下的單位信託基金，均不會限制或削減本行結算於暫停或終止前由閣下或為閣下進行或招致的任何交易或債務的權利。即使暫停或終止服務之後，閣下仍須負責履行及完成在這之前閣下已產生或累算的任何責任或債務。

14. 通訊

14.1 閣下同意本行可不時使用閣下提供並已在本行記錄中的任何聯絡資料（包括地址、電話號碼、電郵地址及傳真號碼）聯絡閣下（不論以信件、電話、短訊、傳真、電郵或其他方式）。

14.2 除非本行另有指定，否則在下列情況下，閣下即被視為已收到本行給閣下的任何通訊：

- (a) (如以專人派遞) 在專人派遞或置放該通訊於閣下最後以書面通知的地址之時；
- (b) (如以郵寄方式發出) 在本行向上述地址郵寄該通訊後四十八(48)小時(如屬香港地址)或七(7)日(如屬香港境外地址)；
- (c) (如以傳真方式發出) 緊隨本行向閣下最後以書面通知的傳真號碼傳真該通訊後；
- (d) (如以電郵發出) 緊隨本行向閣下最後以書面通知的電郵地址電郵該通訊後；或
- (e) (如在個人網上理財賬戶提供) 緊隨本行把該通訊提供至閣下於本行維持的個人網上理財賬戶後。

14.3 本條不會及不應詮釋為限制或削弱第 3.1、5.1、5.3 或 5.4 條的效力。

15. 風險披露聲明

閣下了解下列風險披露聲明闡釋若干主要風險但並非全面地列出有關閣下投資或買賣單位信託基金時可能涉及的所有風險。就有關詳情閣下應參閱各單位信託基金的銷售文件。

- (a) 單位信託基金乃投資產品，而若干單位信託基金可能涉及衍生工具。單位信託基金並不相等於定期存款。
- (b) 單位信託基金的價格可能及確實會波動，且有時會大幅波動。單位信託基金的價值及收入不受保證及可升可跌，甚至可能變成毫無價值。買賣單位信託基金內含招致損失的風險，未必一定能賺取利潤。閣下未必能全數取回投資金額。在最壞的情況下，單位信託基金的價值可能遠較閣下的投資金額為少（並於極端情況下可能變成毫無價值）。
- (c) 作為對沖基金的單位信託基金使用另類投資策略而內含的風險與傳統單位信託基金涉及的典型風險不同。
- (d) 投資於若干市場及公司（如新興市場、商品市場或規模較小的公司）的單位信託基金亦可能涉及較高風險水平並通常對價格變動較為敏感。
- (e) 單位信託基金過往的表現並不可作為未來表現的指標。
- (f) 投資於非以港元或美元計值的單位信託基金會受到匯率波動所影響。匯率可導致投資價值上升或下跌。
- (g) 由本行或本行委任的任何其他人士作為閣下的代名人於香港境外持有的單位信託基金受到相關海外司法管轄區的適用法規所限制。該等法規可能有別於香港適用法規。因此，就該等單位信託基金閣下可能不會享有與閣下於香港持有的單位信託基金相同的保障。
- (h) 閣下贖回單位信託基金的權利可能於若干情況下受到限制。
- (i) 在投資於或買賣單位信託基金前，閣下應顧及閣下的投資經驗、投資目標、財政資源及其他相關情況仔細考慮該單位信託基金是否合適閣下。
- (j) 投資決定是由閣下自行作出的，但除非向閣下出售單位信託基金的中介人已向閣下解釋有關單位信託基金顧及閣下的投資經驗、投資目標及財政狀況是適合閣下的，否則閣下不應投資於該單位信託基金。

16. 更改本條款及細則

本行有權透過通知不時更改本條款及細則（包括費用及收費）。本行會將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。除非本行於更改本條款及細則的生效日期前收到閣下的通知在該更改的生效日期前終止受有關更改影響的全部服務，否則閣下將受有關更改約束。

17. 有關重大改變的通知

本行同意通知閣下有關本行名稱、主要地址、註冊狀況、中央（CE）編號或服務的任何重大改變。

18. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

19. 管轄法律及版本

19.1 本條款及細則受香港法律管轄並按其詮釋。

19.2 本條款及細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

20. 管轄權

20.1 閣下服從香港法院的非專有管轄權。

20.2 本條款及細則可在任何具司法管轄權的法院強制執行。

21. 定義及詮釋

21.1 **適用法規**指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具法律效力）。

權力機關指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

營業日指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

現金戶口指閣下在本行維持並指定作為與服務及單位信託基金戶口有關的扣賬和入賬用途的每個戶口。

金融產品指證券及期貨條例項下所界定的任何證券、期貨合約或槓桿式外匯交易合約。就本定義而言，「槓桿式外匯交易合約」指根據香港相關規例可從事第 3 類受規管活動的持牌人士所進行的交易。

香港指中華人民共和國香港特別行政區。

滙豐集團一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「**滙豐集團成員**」具有相同涵義。

市場要求指本行或閣下不時受約束或被預期會遵守的 (i) 執行交易的任何有關交易所或市場（不論於香港境內或境外）或 (ii) 有關交易所或市場的任何結算所、託管人或存管處的章程細則、章則、規則、規例、慣例、程序、慣常做法、裁決及釋義。

銷售文件就單位信託基金而言，包括該單位信託基金的章程文件、招股章程、註釋備忘錄、產品便覽、資料概要、年度報告、中期報告及季度報告（如適用）的最新版本。

人士包括個人、獨資經營、合夥、商號、公司、法團或非法團團體。

服務指本行根據本條款及細則可不時提供的投資服務（包括，如本行提供，單位信託基金月供投資計劃）、託管服務及任何其他服務。服務包括第 1.2 條所載的服務。

本條款及細則指不時生效的本單位信託基金戶口條款及細則。

單位信託基金指本行擬根據本條款及細則買賣或處理的一般被稱為單位信託基金或互惠基金的集體投資計劃的任何單位、股份或權益；而「**閣下的單位信託基金**」或「**單位信託基金**」指本行或本行委任的任何人士作為閣下的代名人持有或將會持有的任何單位信託基金，或閣下根據本條款及細則不時有權享有的任何單位信託基金。

單位信託基金戶口指閣下在本行開立以持有閣下的單位信託基金的各戶口。

本行或本行的指香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，及其繼承人及受讓人。

閣下或閣下的指以其名義維持單位信託基金戶口或獲提供服務的各位人士，及如文義允許，包括閣下獲授權發出有關單位信託基金戶口或服務的指示的任何個人。