

## HSBC Broking Securities (Asia) Limited

### Customer Agreement (Institutional Professional Investor – Limited Partnership)

This Agreement is made on \_\_\_\_\_ day / \_\_\_\_\_ month / \_\_\_\_\_ year.

Between:

(1) **HSBC Broking Securities (Asia) Limited** (CE number: ABX727) whose business address is situated at Level 25 HSBC Main Building, 1 Queen's Road Central, Hong Kong (hereinafter called "HSBC Broking Securities"); and

(2) (Limited Partnership) \_\_\_\_\_ of

(Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ which is registered in

(Place of Registration) \_\_\_\_\_

(the "Customer") particulars of which are provided in the Account Opening Form and Customer Information Statement ("CIS") which forms an integral part of this Agreement.

Whereas:

1. HSBC Broking Securities is a corporation licensed by the Securities and Futures Commission of Hong Kong to carry on business in dealing and advising in Securities and Options as defined in the Institutional Terms of Business referred to in Paragraph A below (including giving investment advice to clients relating to the sale and purchase of securities and issuing research reports and analyses on securities) (regulated activity Type 1 and regulated activity Type 4 as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)).
2. The Customer wishes to enter into an agreement and open account(s) with HSBC Broking Securities in order to trade in Securities and Options as defined in the Institutional Terms of Business referred to in Paragraph A below.
3. The Customer is a limited partnership duly registered in its place of registration stated in the CIS and has the power to enter into this Agreement with HSBC Broking Securities for the purposes herein stated.
4. Unless otherwise provided, in relation to trading in listed Securities and Options, HSBC Broking Securities shall be trading as AGENT with the Customer.

It is HEREBY agreed between HSBC Broking Securities and the Customer as follows:

- A. The Institutional Terms of Business which cover Securities and Options traded shall govern the business relationship between HSBC Broking Securities and the Customer. The relevant provisions in the Institutional Terms of Business are hereby incorporated into this Agreement by reference as if the same are set out in full herein and the same shall constitute an integral part of this Agreement. Unless the context otherwise requires, words and other rules of interpretation defined, used or set out in the Institutional Terms of Business have the same meanings and application in this Agreement. A copy of the Institutional Terms of Business has been given to the Customer, receipt of which is hereby acknowledged by the Customer.



- B. Unless otherwise stated in the Institutional Terms of Business, by signing this Agreement, the Customer acknowledges that the Customer has agreed to grant to HSBC Broking Securities the relevant standing authority in relation to the Customer's money and other relevant authorities as set out in the Institutional Terms of Business in order to effect and facilitate the trading of (i) Securities and Options, (ii) additional products and (iii) service(s) selected by the Customer.
- C. By signing this Agreement, the Customer confirms that the Customer has received and agrees to the terms of this Agreement, as amended and supplemented from time to time, which have been provided to the Customer in English.
- D. In addition to the Representations and Warranties contained in Clause C, 15 in the Main Institutional Terms of Business, the Customer hereby represents and warrants that HSBC Broking Securities has explained to the Customer and the Customer understands, acknowledges and agrees (where relevant) that:
- a) the purchase and sale of Securities and Options and the purchase of Securities on Margin involves an element of risk, and the Customer may incur a loss of some or all of the monies it has invested (and in the case of trading in derivatives, the Customer may incur a loss higher than the monies it has invested), and the Customer agrees that the Customer makes any such purchases or sales on that express basis and understanding;
  - b) there are risks and the Customer may incur a loss of some or all of the monies invested, in leaving Securities in HSBC Broking Securities' custody, or in authorising HSBC Broking Securities to deposit Securities as collateral for loans and advances made to HSBC Broking Securities, or in authorising HSBC Broking Securities to deposit Securities with a third party custodian or in authorising HSBC Broking Securities to borrow or lend Securities; and
  - c) in relation to debt securities and unlisted structured products, HSBC Broking Securities or any of its Affiliated Companies may act as principal in buying debt securities and unlisted structured products from the Customer or selling debt securities and unlisted structured products to the Customer and the Customer consents to HSBC Broking Securities or any of its Affiliated Companies so doing.
- E. The Customer fully accepts and agrees to be bound by all of the terms and conditions contained in the Agreement.
- F. Each of HSBC Broking Securities and the Customer undertakes to promptly notify the other of any material change in its name, address and, in the case of HSBC Broking Securities, any material change to the matters set out in Clause C, 18 of the Institutional Terms of Business.
- G. The Customer acknowledges it has been categorised as an Institutional Professional Investor as defined in the Institutional Terms of Business, and undertakes to inform HSBC Broking Securities immediately if it no longer meets the criteria to be categorised as an Institutional Professional Investor.
- H. The validity, construction, interpretation and enforcement of this Agreement shall be governed by the Laws of Hong Kong. Any dispute or claim arising out of this Agreement shall be settled by arbitration or in a court of competent jurisdiction in accordance with the Institutional Terms of Business as agreed by the parties hereto.

IN WITNESS whereof this Agreement is duly executed on the date above written.

Signed by *(Name)* \_\_\_\_\_ )

For and on behalf of

**HSBC Broking Securities (Asia) Limited**

in the presence of *(Witness name)* \_\_\_\_\_ )

\_\_\_\_\_  
Signature of authorised signatory

Date:

Signature of witness \_\_\_\_\_

Signed by *(Name(s))* \_\_\_\_\_ )

For and on behalf of *(Limited Partnership name)*

\_\_\_\_\_ )

in the presence of *(Witness name)* \_\_\_\_\_ )

**X**

\_\_\_\_\_  
Signature(s) of partner(s)

Date:

\_\_\_\_\_  
Signature of witness

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