

HSBC Broking Futures (Asia) Limited

滙豐金融期貨（亞洲）有限公司

TERMS OF BUSINESS

商業條款

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A. Definitions and Interpretation 定義及解釋

- 1.1 In these Terms of Business the following expressions, unless the context requires otherwise, shall have the following meanings:

在本商本商業條款中，除非文義另有不同要求，以下辭彙均具有下列意義：

“Account Opening Form and Customer Information Statement” means the Account Opening Form and Customer Information Statement which contains information provided by the Customer to HSBC Broking Futures and as updated from time to time by the Customer.

「開戶表格和客戶資料聲明書」指載有由客戶提供給滙豐金融期貨的資料並不時由客戶更新的開戶表格和客戶資料聲明書。

“Affiliated Company” means a company that is a subsidiary or holding company of HSBC Broking Futures or a subsidiary of such holding company and includes, without limitation, The Hongkong and Shanghai Banking Corporation Limited, its subsidiary, holding company or a subsidiary of such holding company.

「聯營公司」指滙豐金融期貨的附屬公司或控股公司、或該控股公司的附屬公司，並包括但不限於香港上海滙豐銀行有限公司、其附屬公司、控股公司或該控股公司的附屬公司。

“Agreement” means the Customer Agreement made between HSBC Broking Futures and the Customer (as amended and supplemented from time to time) the Account Opening Form and Customer Information Statement and these Terms of Business (including the terms as set out in the Schedules).

「本合約」指滙豐金融期貨與客戶簽訂的客戶合約（可不時修訂及補充）、開戶表格和客戶資料聲明書及本商業條款（包括各附表所載的條款）。

“Applicable Law” means all applicable laws, rules, regulations, orders, rulings and directives, all written rules, policies, customs, decrees, permits, judgments, requirements and determinations of governmental, regulatory and self-regulatory bodies (whether or not having the force of law) having jurisdiction over HSBC Broking Futures, any Affiliated Company and/or the Customer (including, but not limited to, any exchange, market or clearing house through which the Customer's order is to be executed or cleared) and for the avoidance of doubt includes any applicable trading or position limits.

「適用法律」指對滙豐金融期貨、任何聯營公司及／或客戶具司法管轄權的政府、監管及自我監管機構（不論是否具法律效力）（包括但不限於執行或結算客戶指令的任何交易所、市場或結算所）之所有適用法律、規則、條例、法令、裁定及指令、所有書面規則、政策、慣例、判令、許可、裁決、要求及決定，為免生疑問，包括所有適用的交易或持倉上限。

“Authorised Trader(s)” means the person or persons whose names are set out in the Schedule 1 of the Trading Authorisation.

「授權交易人」指名稱載於交易授權書附表 1 的一位或多位人士。

“Business Day*¹” means any day on which HSBC Broking Futures is open for business, which is Monday through Friday, excluding any public holiday and any day on which a black rainstorm warning, a number eight (8) or higher typhoon signal is hoisted before 2.00pm in Hong Kong.

「營業日*¹」指除公眾假期及在下午 2.00 時前已懸掛黑色暴雨警告訊號或八（8）號或更高颱風訊號的日子之外，於星期一至星期五期間滙豐金融期貨開門營業的任何日子。

“Cash Settlement” means a payment of differences at the expiration or exercise of a Futures and/or Futures Option when the terms and conditions of such Futures and/or Futures Option require settlement in cash.

「現金結算」指期貨及／或期貨期權到期或獲行使時需支付的差額，而該等期貨及／或期貨期權的條款及條件規定需以現金結算。

“CE number” means the unique identifier assigned to HSBC Broking Futures by the SFC which appears on the front page of the Customer Agreement.

「中央編號」指證監會分配予滙豐金融期貨的獨特識別號碼，見客戶合約首頁。

“Complaints Officer” means the Head of Regulatory Compliance of HSBC Broking Futures.

「投訴主任」指滙豐金融期貨的監管合規部主管。

“Customer” includes his executors, administrators, legal representatives and assigns.

「客戶」包括客戶的遺囑執行人、遺產管理人、法定代表及受讓人。

“Customer Agreement” means the customer agreement completed and signed by the Customer and HSBC Broking Futures (as amended and supplemented from time to time) which will incorporate these Terms of Business.

「客戶合約」指客戶與滙豐金融期貨完成和簽訂的客戶合約（可不時修訂及補充），當中會載列本商業條款。

*1 “Business Day” as used in the Agreement is not necessarily equivalent to a trading day or the trading hours on or at which HSBC Broking Futures provides services for dealing in Futures and/or Futures Options. Such trading days and trading hours are determined by HSBC Broking from time to time in accordance with the trading days and hours in Hong Kong and other markets.

*1 「營業日」在本合約中不一定等同滙豐金融期貨提供期貨及／或期貨期權買賣服務的交易日或交易時段。該等交易日及交易時段乃由滙豐金融期貨不時按香港及其他市場的交易日及時段釐定。

"Deficit" means any negative balance in the account of the Customer with HSBC Broking Futures whatsoever and howsoever arising.

「虧損額」指客戶在滙豐金融期貨開立的帳戶中無論以何種方式產生的任何負值差數。

"Exercise Price" means, in relation to dealing in Futures Options, the price per unit of the Underlying Assets at which the Futures Option may be exercised by the buyer.

「行使價」指就買賣期貨期權而言買方可能行使期貨期權的基礎資產單位價格。

"Fees and Charges Schedule" means the fees and charges schedule, as revised from time to time, provided by HSBC Broking Futures to the Customer upon the Customer's request pursuant to Clause C, 2.1.

「費用和收費表」指滙豐金融期貨將根據第 C.2.1 條因應客戶的要求而向客戶提供的費用和收費表（可不時修改及補充）。

"Financial Product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

「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「槓桿式外匯交易合約」而言，其僅適用於可從事第 3 類受規管活動的持牌人士所進行的交易。

"First Notice Day" means, in relation to Futures dealing, a day designated by an exchange as the first, or the only day on which the buyer of Futures may be notified of the buyer's obligation to take Physical Delivery of the Underlying Assets.

「首個通知日」指就期貨買賣而言，由交易所指定為可通知期貨買家有責任進行基礎資產的實物交收之首日或唯一日子。

"Futures" mean a contract for the purchase and sale of an Underlying Asset for Physical Delivery or Cash Settlement, under the terms and subject to the conditions specified by the relevant exchange or other market.

「期貨」指以實物交收或現金結算的基礎資產買賣合約，須根據相關交易所或其他市場訂明的條款及條件所規限。

"Futures Option" means a put or call option on futures traded on any exchange.

「期貨期權」指在任何交易所買賣之期貨認沽或認購期權。

"HKFE" means the Hong Kong Futures Exchange Limited.

「香港期交所」指香港期貨交易所有限公司。

"HKCC" means the HKFE Clearing Corporation Limited.

「期貨結算公司」指香港期貨結算公司。

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

「香港」指中華人民共和國香港特別行政區。

"HSBC Broking Futures" means HSBC Broking Futures (Asia) Limited.

「滙豐金融期貨」指滙豐金融期貨（亞洲）有限公司。

"Information Statement for Other Relevant Person(s)" means the Information Statement for Other Relevant Person(s) which contains information provided by relevant person(s) (as defined in the Information Statement for Other Relevant Person(s)) to HSBC Broking Futures and as updated from time to time by the relevant person(s).

「其他相關人士資料聲明書」指載有由相關人士（定義見其他相關人士資料聲明書）提供給滙豐金融期貨的資料並不時由相關人士更新的其他相關人士資料聲明書。

"Investor Compensation Fund" means the Investor Compensation Fund established under Section 236 of the SFO.

「投資者賠償基金」指根據證券及期貨條例第 236 條成立之投資者賠償基金。

"Last Trading Day" means, in relation to Futures dealing, a day designated by an exchange as the last day on which off-setting transactions may be executed in respect of expiring Futures.

「最後交易日」指就期貨買賣而言，由交易指定為有關到期之期貨可以進行抵銷交易的最後一日。

"Margin Deposit" means a deposit of money or other property as required by HSBC Broking Futures to be placed by the Customer from time to time with HSBC Broking Futures as collateral.

「孖展按金」指客戶應滙豐金融期貨要求不時存放於滙豐金融期貨作為抵押品的按金或其他財產。

"Parties" means HSBC Broking Futures and the Customer and "Party" means either of them.

「雙方」指滙豐金融期貨及客戶，而「一方」指任何一方。

"Physical Delivery" means the physical delivery of and full payment for the Underlying Assets.

「實物交收」指為基礎資產作實質的交收，並作全數支付。

"Premium" means the amount payable by a buyer to the seller of Futures Option.

「期權金」指期貨期權買方應付期貨期權賣方的款額。

"Relevant Affiliates" means HSBC Broking Services (Asia) Limited, HSBC Broking Securities (Asia) Limited and HSBC Broking Forex (Asia) Limited, and "Relevant Affiliate" means any one (1) of them.

「相關聯繫人」指滙豐金融服務（亞洲）有限公司、滙豐金融證券（亞洲）有限公司和滙豐金融外匯（亞洲）有限公司或當中任何一（1）間。

"SFC" means the Securities and Futures Commission of Hong Kong.
「證監會」指香港證券及期貨事務監察委員會。

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
「證券及期貨條例」指證券及期貨條例（香港法例第 571 章）。

"Trading Authorisation" means the trading authorisation given by the Customer to certain individuals appointed by the Customer to place orders to buy/sell Futures and Futures Options on behalf of the Customer pursuant to the Agreement.

「交易授權書」指客戶給予其委派的個人的交易授權書，以代表客戶按照本合約發出買／賣期貨及期貨期權指令。

"Underlying Assets" means currencies, commodities, financial instruments, deposits, indices of any kind and other interests from which the relevant Futures and Futures Options derive their market value, which may be physical or notional, and which may be the basis for Physical Delivery or Cash Settlement.

「基礎資產」指有關的期貨及期貨期權市值所依據的貨幣、商品、金融工具、存款、任何形式的指數及其他權益，所衍生出其市場價值的資產，該等資產可能是實質性或名義性的，而且可能是以實物交收或以現金結算為基礎。

1.2 In these Terms of Business:

在本商業條款中：

- (a) references to Clauses, Sub-Clauses and Schedules, unless otherwise stated, are references to Clauses, Sub-Clauses and Schedule(s) of these Terms of Business;
凡引述各條、款及附表之處，除非另有不同說明，均指本商業條款各條、款及附表；
- (b) the headings to the Clauses, Sub-Clauses and those contained in the Schedules are for convenience only and do not affect their interpretation or construction;
各條、款的標題及附表所載標題僅為方便而加入，並不影響各條、款及附表的解釋或推定；
- (c) reference to a statute, statutory provision, subsidiary legislation, rules or regulations includes a reference to it as amended, extended or re-enacted from time to time; and
凡引述法規、法定條文、附屬法例、規則或規例之處，包括引述不時經修訂、擴充或重新製訂的法規、法定條文、附屬法例、規則或規例；
- (d) words denoting the singular number only include the plural and vice versa; and
單數意義的字詞亦包括複數意義，反之亦然；及
- (e) words denoting the masculine gender shall include the feminine and neuter genders and vice versa, as the context requires.
如文義所需，陽性意義的字詞包括陰性和中性意義，反之亦然。

B. Futures and Futures Options Business 期貨及期貨期權業務

1. Transactions 交易

- 1.1 HSBC Broking Futures as Customer's Agent in Dealing in Futures and Futures Options. The Customer hereby appoints and authorises HSBC Broking Futures as agent to deal in Futures and Futures Options (Type 2 regulated activity) on behalf of the Customer. Unless otherwise provided, HSBC Broking Futures shall be acting as agent of the Customer in dealing in Futures and Futures Options.

滙豐金融期貨在期貨及期貨期權交易中作為客戶的代理人。客戶謹此委任並授權滙豐金融期貨作為代理人，代表客戶進行期貨及期貨期權的交易（受規管活動第二類）。除另行訂明，滙豐金融期貨將擔任客戶在期貨及期貨期權交易中之代理人。

- 1.2 Customer as Principal in Dealing in Futures and Future Options. The Customer is acting on its own account (and not for the benefit of any other person) in relation to transactions hereunder. If the Customer is acting on behalf of any other person when instructing HSBC Broking Futures pursuant to the Agreement, HSBC Broking Futures shall nonetheless treat the Customer as its only customer for all intents and purposes and the Customer shall remain liable as such.

客戶在期貨及期貨期權交易中作為主事人。客戶進行本文所述的交易時乃代表其本人行事（並不為任何其他人士的利益行事）。如客戶代表任何其他人士根據本合約向滙豐金融期貨作出指示，滙豐金融期貨就所有用意及目的而言仍將視客戶為其唯一客戶，而客戶仍須對該交易負責。

- 1.3 Margin Transactions. Due to the leveraged nature of the products traded, all transactions shall be executed on a margin basis in accordance with the margin requirement set out in Clause B, 2.1.
- 孖展交易。由於所買賣的產品具槓桿作用，所有交易均須按照第 B.2.1 條所載的孖展要求以孖展方式執行。
- 1.4 Customer's Undertaking to Familiarise the Terms of Futures and Futures Options. Customer acknowledges that he/it has understood and familiarised himself/itself of the terms in respect of trading in Futures and Futures Options including but not limited to the First Notice Day, Last Trading Day and expiry day.
- 客戶熟悉期貨及期貨期權條款之保證。客戶確認其已明白並熟悉有關買賣期貨及期貨期權的條款，包括但不限於首個通知日、最後交易日及到期日。
- 1.5 Compliance with Exchange Rules Governing Futures and Futures Options Transactions. In respect of transactions for Futures and Futures Options traded on any exchanges in Hong Kong and elsewhere:
- 遵照監管期貨及期貨期權交易的交易所規則。有關在香港及其他地方之任何交易所買賣期貨及期貨期權的交易：
- (a) the rules, regulations, by-laws, constitution, policies, customs and usages of the relevant markets, exchanges and clearing houses shall be binding on both the Customer and HSBC Broking Futures; 有關市場、交易所和結算所的規則、條例、附例、章程、政策、慣例和做法均對客戶及滙豐金融期貨有約束力；
 - (b) the Customer shall observe and comply with Applicable Law, including, for the avoidance of doubt, all applicable notification requirements and shall not exceed the prescribed limit for the relevant Futures and Futures Option class and type in accordance with the Securities and Futures (Contract Limits and Reportable Positions) Rules or other relevant rules and requirements established by the relevant exchange, if any, and the Customer acknowledges that HSBC Broking Futures shall not (except to the extent required by Applicable Law) be responsible for any transaction notification or reporting obligations of the Customer and the Customer undertakes that it or he shall not rely on HSBC Broking Futures to discharge its or his transaction notification or reporting obligations under Applicable Law; 客戶須遵守及依照適用法律，為避免疑義，包括：所有適用的通知要求；以及根據證券及期貨（合約限量及須申報的持倉量）規例或其他由有關交易所訂立之相關規例及要求（如有者），不可持有超越相關期貨及期貨期權分類及類型的訂明限額；而且客戶確認滙豐金融期貨不會（除適用法律要求除外）為客戶的任何交易通知或匯報義務負責；客戶保證其不會依賴滙豐金融期貨免除其在適用法律下之交易通知或匯報義務；
 - (c) in the event of HSBC Broking Futures' default or in the event of default by other brokers through which HSBC Broking Futures executes or clears contracts on behalf of the Customer for Futures and Futures Options traded on the HKFE and the Customer having incurred a loss as a result thereof, the Customer understands that any right that the Customer may have through HSBC Broking Futures to claim under the Investor Compensation Fund shall be restricted to the extent provided for therein; 如滙豐金融期貨發生違約事件，或滙豐金融期貨代表客戶透過其他經紀為於香港期交所買賣之期貨及期貨期權履行或結算合約時該經紀發生違約事件，而使客戶因此招致損失，客戶明白其通過滙豐金融期貨在投資者賠償基金的索償權利將受其範疇所限；
 - (d) the Customer understands that in relation to Futures and Futures Options, subject to Applicable Law and the terms of the Futures and Futures Options entered into by HSBC Broking Futures for the Customer, HSBC Broking Futures may be required to close out or give-up the Customer's position without prior notice; 客戶明白有關滙豐金融期貨為客戶持有的期貨及期貨期權，須受適用法律和期貨及期貨期權之條款約束，滙豐金融期貨可能被要求把客戶的持倉平倉或進行期權過戶，而不作事前通知；
 - (e) the Customer shall have the obligation to settle the Premium in respect of trading in Futures Options. The Customer agrees to pay such Premium to HSBC Broking Futures within such time as required by HSBC Broking Futures and notified to the Customer; 客戶有義務支付有關期貨期權交易的期權金。客戶同意在滙豐金融期貨要求及通知的時限內向滙豐金融期貨支付有關期權金；
 - (f) in relation to Futures Options, the Customer acknowledges that where there is a change in the capital structure or composition of the issuer of the Underlying Assets of an option class, or in other exceptional circumstances, the exchange may make such adjustments to the terms and conditions of that option class as are, in its opinion, necessary or desirable to ensure that all parties to the Futures Options comprised in open positions in that option class are treated fairly. The Customer agrees that all such adjustments shall be binding on the Customer; 在有關期貨期權中，客戶確認在期權類別的資本結構或基礎資產的發行機構之組合成分有所變更的情況下，或在其他特殊的情況中，交易所可因應其判斷對期權類別的條款及條件作出必須或合適的相關調整，以確保所有持有該期權類別未平倉合約的期貨期權訂約方均獲得公平對待。客戶同意所有有關調整將對客戶具有約束力；

- (g) subject to HSBC Broking Futures' acceptance, the Customer may request the give-up of its Futures and Futures Options to another broker specified by the Customer. If the request is not accepted, the original Futures and Futures Options shall remain in full force and effect, as if the give-up had never been requested;
在滙豐金融期貨的同意下，客戶可要求把其期貨及期貨期權過戶至客戶指定之其他經紀。如要求不被接納，原有之期貨及期貨期權將繼續生效及具約束力，如同從未提出期權過戶要求一樣；
- (h) the Customer understands that the Customer's rights to assets held by HSBC Broking Futures in HSBC Broking Futures' omnibus account(s) with any clearing house may be subject to HSBC Broking Futures fulfilling HSBC Broking Futures' obligations to the clearing house, which may be further subject to HSBC Broking Futures' other clients fulfilling their obligations to HSBC Broking Futures, despite the fact that the Customer did not default on his or her obligations to HSBC Broking Futures; and
客戶明白客戶能否享有其對持有在滙豐金融期貨於任何某結算所開立的綜合帳戶內的資產的權利，可能取決於滙豐金融期貨能否向該結算所履行其責任，而滙豐金融期貨能否履行其責任可能進一步取決於它的其他客戶能否向滙豐金融期貨履行他們的責任，儘管事實上該名客戶並無違反其對滙豐金融期貨負有的責任；及
- (i) the Customer understands that the Customer's right to assets held by HSBC Broking Futures in HSBC Broking Futures' omnibus account(s) with any executing or clearing agent may be subject to HSBC Broking Futures, HSBC Broking Futures' other clients, the executing or clearing agent or their agents, and other clients of the executing or clearing agent or their agents fulfilling their obligations to their counterparties, despite the fact that the Customer did not default on his or her obligations to HSBC Broking Futures.
客戶明白客戶能否享有其對持有在就滙豐金融期貨於任何執行或結算代理人開立的綜合帳戶內的資產的權利，可能取決於滙豐金融期貨、滙豐金融期貨的其他客戶、該執行或結算代理人或其代理人，以及該執行或結算代理人或其代理人的其他客戶能否向它們的對手方履行其責任，儘管事實上該名有關客戶並無違反其對滙豐金融期貨負有的責任。

2. Margin Deposit 孖展按金

- 2.1 Margin Deposit Requirement. The Customer shall deposit, maintain or pay to HSBC Broking Futures a Margin Deposit in such currency, in such amounts and within such time as HSBC Broking Futures may require from time to time, as security for the Customer's obligations to HSBC Broking Futures hereunder. The Margin Deposit requirement may be varied by HSBC Broking Futures as and when necessary without notice to the Customer. Changes in Margin Deposit requirement (increase or decrease) shall apply to existing positions and new positions on or after the date of such change. Failure by the Customer to meet calls for Margin Deposit by HSBC Broking Futures shall entitle HSBC Broking Futures to close by off-set or any other form of liquidation any or all open Futures and Futures Options in any account of the Customer pursuant to Clause C, 4.1.
孖展按金要求。客戶須按照滙豐金融期貨不時要求的幣值、款額和時限，存入或維持或支付給滙豐金融期貨孖展按金，作為客戶向滙豐金融期貨承擔責任的保障。滙豐金融期貨可在需要的時候更改孖展按金要求，而不對客戶發出通知。孖展按金要求的改變（增加或減少）將適用於現行持倉及該項改變日期之後的新持倉。根據第 C.4.1 條所載，如客戶未能按滙豐金融期貨的要求補足孖展按金，滙豐金融期貨有權以抵銷或任何其他清算方式，將客戶在任何帳戶中的任何或所有未平倉合約平倉。
- 2.2 Obligation of the Customer to Pay Margin Deposit. The Customer shall be liable on a full indemnity basis for any Deficit resulting from losses and any cost and expense (including legal costs) incurred by HSBC Broking Futures in relation to liquidating transactions initiated by HSBC Broking Futures arising from the Customer's failure to provide Margin Deposit pursuant to Clause B, 2.1 thereof.
支付孖展按金的責任。如因客戶未能提供根據本合約第 B.2.1 條規定須提供的孖展按金，以致滙豐金融期貨作出清算交易而出現損失及產生任何成本和開支（包括法律費用），並因而蒙受任何虧損額，客戶須以全數補償的方式承擔責任。

3. Futures and Futures Options Physical Delivery Obligation 期貨及期貨期權實物交收的責任

- 3.1 Physical Delivery. Unless otherwise agreed by HSBC Broking Futures, the Customer shall be responsible for off-setting Futures and/or Futures Options before the First Notice Day or Last Trading Day (whichever is earlier), and the Customer shall provide off-setting instructions to HSBC Broking Futures to avoid Physical Delivery by a date, to be determined by HSBC Broking Futures, before the First Notice Day or the Last Trading Day (as the case may be). Failure by the Customer to provide such instructions to HSBC Broking Futures by the required date shall entitle HSBC Broking Futures, without further notice or demand, to initiate and execute orders as necessary to off-set the relevant Futures and/or Futures Options.
實物交收。除非獲滙豐金融期貨同意，客戶須負責在首個通知日或最後交易日前（以較早者為準），為期貨及／或期貨期權進行抵銷；而客戶須在滙豐金融期貨決定的日期，並在首個通知日或最後交易日（視乎情況而定）之前向滙豐金融期貨提供沖銷指示。客戶如未能在要求的日期前向滙豐金融期貨提供有關指示，將給予滙豐金融期貨權力，在毋須另行通知或要求下，開始及執行指令，為有關的期貨及／或期貨期權進行所需的抵銷。

- 3.2 Provision for Physical Delivery. In the event that the Customer intends to make or take Physical Delivery of Futures and Futures Options, the Customer shall provide notice of such intent to HSBC Broking Futures at least one (1) calendar month prior to the relevant contract's First Notice Day or other specific date determined by HSBC Broking Futures and (where making Physical Delivery) the Customer shall provide to HSBC Broking Futures the type and quantity of Underlying Assets required to make delivery thereof or provide to HSBC Broking Futures the amount of money necessary to pay for delivery thereof. The Customer shall provide HSBC Broking Futures with control over the Underlying Assets or money for payment by a date, to be determined at HSBC Broking Futures' discretion, prior to the relevant contract's First Notice Day, or Last Trading Day (as the case may be). Failure by the Customer to provide such Underlying Assets or money to HSBC Broking Futures to its satisfaction by the required date shall entitle HSBC Broking Futures, without further notice or demand, to initiate and execute orders as necessary to off-set the relevant Futures and/or Futures Options.
- 實物交收的規定。倘客戶有意為期貨及期貨期權進行實物交付或交收時，客戶要在有關合約的首個通知日或其他由滙豐金融期貨決定的指定日期最少一（1）個曆月前，向滙豐金融期貨提供有關意願的通知。並在須作出實物交付時，客戶須向滙豐金融期貨提供需要交付的基礎資產類型及數量，或向滙豐金融期貨提供交收所需的金額。客戶須在滙豐金融期貨全權決定的日子，在有關合約的首個通知日，或最後交易日（視乎情況而定）前，讓滙豐金融期貨管理基礎資產或應付的金額。客戶如未能在要求的日期前向滙豐金融期貨提供有關基礎資產或金額，將給予滙豐金融期貨權力，在毋須另行通知或要求下，開始及執行指令，為有關的期貨及／或期貨期權進行所需的抵銷。
- 3.3 Required Physical Delivery. In the event that the Customer's Futures and/or Futures Options is not off-set prior to First Notice Day or Last Trading Day (as the case may be), and the Customer is required to make or take Physical Delivery without the alternative of off-setting the Futures and/or Futures Options, the Customer shall (where making Physical Delivery) provide to HSBC Broking Futures the type and quantity of Underlying Assets required to make delivery thereof or provide to HSBC Broking Futures the amount of money necessary to pay for delivery thereof at the time as determined by HSBC Broking Futures. Failure by the Customer to provide such Underlying Assets or money to HSBC Broking Futures to its satisfaction within such time as required by HSBC Broking Futures, shall entitle (but not oblige) HSBC Broking Futures, without further notice or demand and at HSBC Broking Futures absolute discretion, to forthwith:
- 必須規定的實物交收。倘客戶的期貨及／或期貨期權未有在首個通知日或最後交易日（視乎情況而定）前進行抵銷，並在沒有抵銷期貨及／或期貨期權的選擇下被要求實物交付或交收，則客戶須在滙豐金融期貨決定之時間前，向滙豐金融期貨提供因而需要作出交收的基礎資產的類型及數量，或向滙豐金融期貨提供因交收所需的金額。客戶如未能在滙豐金融期貨要求的時限內向滙豐金融期貨提供足夠之相關基礎資產或金額，將給予滙豐金融期貨權力（但並非強制），在毋須另行通知或要求下，全權決定立即：
- (a) buy the Underlying Assets required for delivery at a price HSBC Broking Futures deems to be reasonable, charge the Customer's account for the cost thereof, deliver the Underlying Assets in satisfaction of the Customer's obligation, and credit the Customer's account with the payment received for delivery; or
按滙豐金融期貨認為合理的價格購買用作交收所需的基礎資產，有關費用會在客戶的帳戶支取，然後交收基礎資產以履行客戶的義務，並把交收所收到的款項計入客戶的帳戶；或
 - (b) accept delivery of the Underlying Assets, charge the Customer's account for the payment in satisfaction of the Customer's obligation, sell the Underlying Assets at a price HSBC Broking Futures deems to be reasonable, and credit the Customer's account with the proceeds thereof; or
接受交收基礎資產，於客戶的帳戶支取款項以履行客戶的責任，並按滙豐金融期貨認為合理的價格賣出基礎資產，然後把有關所得款項計入客戶的戶口；或
 - (c) not make or take Physical Delivery as set out in subparagraphs (a) and (b) above.
不作出上文（a）及（b）分段所載的實物交付或交收。
- 3.4 Exercise and Assignment Procedure on Futures Options. HSBC Broking Futures shall have no obligation to exercise any Futures Options on behalf of the Customer, unless specific instruction to exercise is received from the Customer or the relevant exchange provides for automatic exercise of the Futures Options. In particular, HSBC Broking Futures does not warrant that in-the-money Futures Options are exercised unless specifically instructed by the Customer to exercise or the relevant exchange provides for automatic exercise of in-the-money Futures Options. Where the relevant exchange does not specify the Futures Option against which notice of assignment is being given, HSBC Broking Futures shall assign the Futures Option against a customer's account on a random basis as determined by a random computer allocation program.
- 期貨期權的行使及指定分配程序。除非從客戶收到特定的行使指示，或者有關交易所提供期貨期權的自動行使，否則滙豐金融期貨無責任代表客戶行使任何期貨期權。尤其是滙豐金融期貨不保證期貨期權會在價內行使，除非由客戶特別指示或者有關交易所提供價內行使期貨期權的自動行使。在有關交易所未有說明已接獲期貨期權的分配通知下，滙豐金融期貨將以隨機電腦分配程式，以隨機形式將一個客戶的帳戶的期貨期權指定分配。
- Further, the Customer shall have no claim against HSBC Broking Futures for losses arising from HSBC Broking Futures' inability to give notice of Futures Option exercise on behalf of the Customer, or otherwise in connection with any other matter therewith howsoever arising.
- 此外，客戶不可因滙豐金融期貨未能代表客戶發出行使期貨期權的通知所引起之損失，或在其他方面與任何其他事項有關而引起的損失，而對滙豐金融期貨作出索償。

4. Consent to Allocate Eligible Positions to the Client Offset Claim Accounts in the HKCC 同意分配合資格持倉至期貨結算公司的客戶按金對銷帳戶

- 4.1 Consent to Allocate Eligible Positions to the Client Offset Claim Accounts ("COCA") in HKCC. For the purpose of allowing the Customer's Futures and Futures Option positions to be subject to net margin calculation, the Customer hereby consents to allocating the Customer's eligible Futures and Futures Options positions to COCA in HKCC in accordance with the HKCC rules. This enables HSBC Broking Futures, through an Affiliated Company which is a HKCC participant (the "Participant"), to apply for the net margin calculation arrangement under the rules of the HKCC. As all positions in the COCA are being pooled together for calculation of margin on a net basis according to the HKCC rules, the Customer acknowledges and agrees that any request for transfer of positions from the COCA to an account of another HKCC participant upon the occurrence of an event of default must be for all but not part of the positions and as a result, upon the occurrence of an event of default, no position maintained in the COCA could be transferred to another participant if one (1) or more of the customers of HSBC Broking Futures and the Participant with positions in the COCA do not wish to transfer their positions for whatever reasons.

同意分配合資格持倉至期貨結算公司的客戶按金對銷帳戶（「對銷帳戶」）。為容許客戶的期貨及期貨期權持倉進行保證金淨額的計算，客戶謹此同意根據期貨結算公司的規則，分配客戶的合資格期貨及期貨期權持倉至期貨結算公司的對銷帳戶中。此舉令滙豐金融期貨能通過其屬於期貨結算公司參與者（「參與者」）的聯營公司，申請期貨結算公司規則下的保證金淨額計算安排。由於在對銷帳戶的所有持倉須匯集以根據期貨結算公司的規則按淨額形式計算保證金，客戶確認及同意，出現違約事件而提出的任何轉倉要求，須為將所有而非部分的對銷帳戶持倉轉至另一期貨結算公司參與者帳戶。因此，倘出現違約事件，如一個（1）或多個於對銷帳戶擁有持倉的滙豐金融期貨客戶及參與者因任何原因而不欲轉倉，則所有在對銷帳戶內的持倉將不能被轉撥至另一名參與者。

5. Risk Disclosure 風險披露

- 5.1 Customer's Acknowledgement of Risk Disclosure Statements. The Customer hereby acknowledges that the Customer has read, fully understood and accepted the risk disclosure statements of the applicable products and services set out in Schedule 1, and has accepted all the risks disclosed therein.

客戶確認風險披露聲明書。客戶茲確認已閱讀及完全明白並接受附表 1 所載有關適用產品及服務的風險披露聲明書，並接受當中披露的所有風險。

C. General Business Terms 一般商業條款

1. Suitability 適宜性

- 1.1 Solicitation and recommendation. In relation to the purchase and/or sale of any product:
招攬及建議。就購買及／或銷售任何產品而言：

- (a) HSBC Broking Futures may solicit the sale of or recommend a product to the Customer in accordance with Clause C, 1.4.1(a) or (b); and/or
滙豐金融期貨可根據第 C.1.4.1 (a) 或 (b) 條向客戶招攬銷售或建議產品；及／或
- (b) the Customer may enter into the transaction with HSBC Broking Futures without or inconsistent with any solicitation or recommendation from HSBC Broking Futures in accordance with Clause C, 1.4.1(c).
客戶可根據第 C.1.4.1 (c) 條在沒有滙豐金融期貨的任何招攬或建議或與之不一致的情況下與滙豐金融期貨進行交易。

- 1.2 Making available to the Customer any advertisements, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service.
向客戶提供有關任何產品或服務的任何廣告、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產品或服務。

- 1.3 Unless otherwise specified in these Terms of Business or in other terms and conditions in relation to any product, HSBC Broking Futures does not have any obligation to make available any service or providing advice in relation to the purchase or sale of products which HSBC Broking Futures does not distribute or offer to customers.
除本商業條款或其他有關任何產品的條款及細則所訂明者外，滙豐金融期貨並無任何義務就其並無向客戶分銷或提供的產品作出任何關於購買或銷售的服務或提供相關意見。

- 1.4 Transactions entered into with HSBC Broking Futures to buy or sell products.
與滙豐金融期貨進行的購買或銷售產品交易。

- 1.4.1 (a) If HSBC Broking Futures solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of the Agreement or any other document HSBC Broking Futures may ask the Customer to sign and no statement HSBC Broking Futures may ask the Customer to make derogates from this Clause.
- 假如滙豐金融期貨向客戶招攬銷售或建議任何金融產品，該金融產品必須是滙豐金融期貨經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。合約的其他條文或任何其他滙豐金融期貨可能要求客戶簽署的文件及滙豐金融期貨可能要求客戶作出的聲明概不會減損本條款的效力。
- (b) If HSBC Broking Futures solicits the sale of or recommends any product not being a Financial Product to the Customer, HSBC Broking Futures will also ensure that the product is reasonably suitable for the Customer based on HSBC Broking Futures' suitability assessment. In HSBC Broking Futures' assessment, HSBC Broking Futures will take into account the Customer's financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements.
- 如滙豐金融期貨向客戶招攬銷售或建議的任何產品並非金融產品，滙豐金融期貨亦將確保該產品是滙豐金融期貨基於其作出的適宜性評估而認為合理地適合客戶的。滙豐金融期貨作出該等評估時，如適用的監管要求需要，滙豐金融期貨會考慮客戶的財政狀況、投資經驗及／或投資目標。
- (c) If the Customer enters into a transaction with HSBC Broking Futures to buy and/or sell a product without or inconsistent with any solicitation or recommendation from HSBC Broking Futures, HSBC Broking Futures will not have any obligation or duty to assess whether or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to assess and to satisfy itself that the transaction is appropriate for the Customer. Any limitation of HSBC Broking Futures' obligation or duty in this Clause C, 1.4.1(c) is subject to compliance with all Applicable Laws.
- 如客戶在沒有滙豐金融期貨的任何招攬或建議或與之不一致的情況下與滙豐金融期貨進行購買及／或出售產品的交易，滙豐金融期貨將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應全權負責評估及自行信納交易為適合自己。於本第 C1.4.1 (c) 條中所列明的滙豐金融期貨的義務或責任的限制將會受制於所有適用法律。
- (d) Except in the case of negligence or wilful default, HSBC Broking Futures is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by the Customer or any other person with respect to or arising out of any transactions which fall under Clause C, 1.4.1(c).
- 除疏忽或故意失責的情況外，客戶或任何其他人士就有關或因第 C.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，滙豐金融期貨無須負責。
- 1.4.2 By entering into a transaction with HSBC Broking Futures to buy or sell a product, the Customer confirms that any information the Customer provides to HSBC Broking Futures (including the Customer's financial situation, investment experience and investment objectives) is up-to-date, true, complete and accurate. When HSBC Broking Futures assesses suitability, HSBC Broking Futures will rely on the Customer's confirmation.
- 透過與滙豐金融期貨進行購買或出售產品的交易，客戶確認由客戶向滙豐金融期貨提供的任何資料（包括客戶的財政狀況、投資經驗及投資目標）為最新、真實、完整及準確。當滙豐金融期貨評估合適性時，滙豐金融期貨將依賴客戶的確認。
- 1.4.3 Before the Customer enters into a transaction with HSBC Broking Futures to buy and/or sell a product, the Customer should:
- 客戶與滙豐金融期貨進行購買及／或出售產品的交易前，客戶應：
- (a) consider the Customer's own circumstances and understand the product features, terms and risks, and the Customer should contact HSBC Broking Futures if the Customer has any questions on the product;
- 考慮客戶自身的狀況及明白產品特點、條款和風險，如客戶對產品有任何問題，應聯絡滙豐金融期貨；
- (b) note that HSBC Broking Futures has no ongoing responsibility to ensure that a product HSBC Broking Futures has solicited the sale of or recommended to the Customer remains suitable for the Customer;
- 知悉滙豐金融期貨並無持續責任確保其向客戶招攬銷售或建議的產品仍然適合客戶；
- (c) note that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer; and
- 知悉如有關客戶、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合客戶；及

- (d) note that HSBC Broking Futures does not provide legal, tax or accounting advice on the Customer's investments, and the Customer should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about the Customer's investments where necessary.

知悉滙豐金融期貨並不會就客戶的投資提供法律、稅務或會計意見，因此，客戶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 This Clause C, 1.4 takes effect on 8 June 2017 ("Effective Date"), and applies to:

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

- (a) any solicitation and/or recommendation of a product HSBC Broking Futures makes to the Customer on or after the Effective Date, provided that the Customer enters into a transaction with HSBC Broking Futures to buy and/or sell such product following HSBC Broking Futures' solicitation and/or recommendation; and

滙豐金融期貨於生效日期當日或之後向客戶作出的任何產品招攬及／或建議，條件為客戶跟隨滙豐金融期貨作出的招攬及／或建議，與滙豐金融期貨進行購買及／或出售該產品的交易；及

- (b) any transaction the Customer enters into with HSBC Broking Futures to buy and/or sell a product without or inconsistent with any solicitation or recommendation from HSBC Broking Futures on or after the Effective Date.

客戶在沒有滙豐金融期貨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滙豐金融期貨進行購買及／或出售產品的任何交易。

1.5 No Warranty as to Outcome. Subject to Clauses C, 1.1 and C, 1.4.1(a), no representation or warranty is given by HSBC Broking Futures (expressly or by implication) as to the value or result of any transaction entered into by the Customer.

不保證投資結果。以遵守條款第 C.1.1 及 C.1.4.1 (a) 條為前提，對於客戶進行的任何交易的價值或結果，滙豐金融期貨不會作出任何明示或暗示的聲明或保證。

1.6 Views and Market Information Provided by HSBC Broking Futures. The Customer acknowledges that any market or other information or views communicated to the Customer by HSBC Broking Futures, although based upon information generally available to the public and from sources believed by HSBC Broking Futures to be reliable, may be incomplete, may not be verified and may be changed without notice to the Customer. Subject to Clauses C, 1.1 and C, 1.4.1(a), (i) HSBC Broking Futures makes no representation, warranty or guarantee to the Customer with respect to the accuracy or correctness of such views and information, and (ii) the Customer acknowledges that in entering into any transaction, HSBC Broking Futures is not making any representation as to the credit quality of any counterparty or any assurance as to the expected performance or result of any transaction.

滙豐金融期貨提供的意見及市場資訊。客戶確認，滙豐金融期貨向客戶提供的任何市場或其他資訊或意見雖然建基於公眾通常可獲得的資訊及來自滙豐金融期貨認為可靠的來源，但該等意見及資訊可能並不完整和未經查證，並可能在未有通知客戶的情況下改變。以遵守條款第 C.1.1 及 C.1.4.1 (a) 條為前提，(i) 對於該等意見及資訊是否準確或正確，滙豐金融期貨不向客戶作出聲明、保證或擔保，及 (ii) 客戶確認，在進行任何交易時，滙豐金融期貨不向客戶作出任何交易的預期表現或結果的任何保證。

1.7 Customer's Own Judgement. Subject to Clauses C, 1.1 and C, 1.4.1(a), the Customer shall make its/his own judgement and decision with respect to any transaction. The Customer represents and warrants, on the date of the Customer Agreement and on each date that the Customer enters into any transaction with or through HSBC Broking Futures, that the Customer understands the nature and consequences of each transaction and can and will evaluate for itself/himself the merits, risks and suitability of entering into each transaction having regard to the Customer's own circumstances including but not limited to its financial situation, investment experience and investment objectives. The Customer understands and accepts that HSBC Broking Futures and/or its Affiliated Companies may have a position in and may purchase or sell the product which is the subject of information or views communicated to the Customer, and that the positions or transactions of HSBC Broking Futures or its Affiliated Companies may or may not be consistent with any information communicated to the Customer by HSBC Broking Futures.

客戶自行判斷。以遵守條款第 C.1.1 及 C.1.4.1 (a) 條為前提，對於任何交易，客戶須自行判斷及決定。客戶聲明並保證，在客戶合約簽訂日期及客戶與滙豐金融期貨或透過滙豐金融期貨進行任何交易的各日期，客戶均明白每項交易的性質及結果，並能夠及將會考慮其自身情況（包括但不限於其財政狀況、投資經驗及投資目標）後而自行評估進行每項交易的益處、風險及適宜性。客戶明白並接受滙豐金融期貨及／或其聯營公司可能持有或買賣向客戶提供的資料或意見所述的產品，客戶亦明白滙豐金融期貨或其聯營公司的持倉或交易可能與滙豐金融期貨向客戶提供的任何資料不一致。

2. Commissions and Charges 佣金及費用

- 2.1 Customer's Obligation to Pay Commission and Charges on Transactions. Where applicable, the Customer shall pay to HSBC Broking Futures commissions and charges as prescribed by HSBC Broking Futures from time to time. The Customer shall reimburse HSBC Broking Futures on a full indemnity basis for any other charges arising from the execution of orders, handling of instruction, account maintenance fees and custodian services for the Customer, including but not limited to, statutory fees, stamp duties and taxes, exchange fees, levies, remittance charges, interest charges, settlement fees, custodian fees and delivery charges. Such charges may vary depending upon the market(s) and the types of transactions involved. HSBC Broking Futures will provide the Customer with the Fees and Charges Schedule upon request. HSBC Broking Futures may deduct such commission and other charges mentioned in this Clause C, 2.1 from the Customer's account(s).

客戶支付交易佣金及費用的義務。在適當的情況下，客戶須向滙豐金融期貨支付滙豐金融期貨不時訂明的佣金及收費。客戶須以全數補償的方式償付滙豐金融期貨為客戶執行指令、處理指示、帳戶服務費及託管服務而產生的任何其他費用，包括但不限於法定收費、印花稅及稅項、交易費用、徵費、匯款費、利息、結算費、託管費及交收費。該等收費可能因涉及的市場及交易種類而不同。客戶可要求滙豐金融期貨提供費用和收費表。滙豐金融期貨可自客戶的一個或多個戶口扣除本條（第 C.2.1 條）所述的該等佣金及其他費用。

- 2.2 Terms and Conditions under which Customer may Receive a Discount of Fees and Charges. The fees and charges for Futures and Futures Options services are notified to Customers from time to time. Discount of such fees and charges, if any, is considered on a case-by-case basis at the absolute discretion of HSBC Broking Futures taking into consideration of various factors including transaction size, market condition and costs.

客戶可獲得費用及收費折扣的條款及條件。客戶將不時獲得有關期貨及期貨期權服務費用及收費的通知。該等費用及收費的折扣（如有）由滙豐金融期貨經計及包括交易規模、市況及成本等不同因素後按個別基準全權酌情考慮。

3. Rebates and Soft Dollars 回佣及非資金利益

- 3.1 HSBC Broking Futures' Right to Retain and Offer Rebates and Soft Dollars. Subject to Applicable Law, HSBC Broking Futures shall, at its discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person or agent for the Customer, including any commission, cash, rebates, goods and services in the form of soft dollars received in connection therewith. Subject to Applicable Law, HSBC Broking Futures shall be entitled to offer any benefit in connection with any transaction effected with any person or agent for the Customer pursuant to the Agreement, including any benefit relating to commission, cash rebates, goods and services in the form of soft dollars in connection therewith. The Customer consents to the offer and/or retention of such benefits by HSBC Broking Futures.

滙豐金融期貨保留及提供回扣及非資金利益的權利。受適用法律約束，滙豐金融期貨將有權酌情為客戶要求、接受及保留與任何達成交易有關之任何人士或代理人之任何利益，包括接收任何與之有關的佣金、現金、回扣、貨品及以非資金利益形式給予的服務。受適用法律約束，滙豐金融期貨將有權根據本合約為客戶向與任何達成交易有關之任何人士或代理人提供任何利益，包括與之有關的佣金、現金回扣、貨品及以非資金利益形式給予的服務。客戶同意滙豐金融期貨提供及／或保留有關利益。

4. Default and Deficit 違約及虧損額

- 4.1 Events of Default. All sums owed by the Customer to HSBC Broking Futures shall become immediately due and payable upon occurrence of any one (1) of the following events ("Events of Default") and interest on amounts outstanding shall accrue in accordance with the rate set out in Clause C, 4.6:

違約情況。在發生下列任何一（1）項情況（下稱「違約情況」）時，客戶虧欠滙豐金融期貨的所有款項均變為即時到期償付，而所欠款項的利息應按第 C.4.6 條所載的利率計算：

- (a) HSBC Broking Futures deems it necessary to have all such sums become immediately due and payable for its protection; 滙豐金融期貨認為有需要使所有該等款額變成即時到期償付以保障其權益；
- (b) any Applicable Law, including, for the avoidance of doubt, any rules, regulations of any relevant exchange, market, clearing house or broker requiring that such sums become immediately due and payable; 任何適用法律，為避免疑義，包括所有有關交易所、市場、結算所或經紀的任何規則和條款，要求使該等款項變成即時到期償付；
- (c) the Customer or any guarantor of the Customer's obligation(s) hereunder shall become bankrupt or insolvent by reason of its inability to pay its debts as they fall due, or shall enter into liquidation whether voluntarily or compulsorily, or shall have appointed a receiver for all or any part of its assets, or suffer the filing of a petition for its winding-up or similar action in consequence of a debt;

客戶或客戶履行本合約訂明的義務的任何保證人因其無力於到期日支付其債務而破產或無力償債、或自願或被迫清盤、或須為其全部或部分資產委任接收人、或因債務而經受提交清盤呈請或類似行動；

- (d) in the opinion of HSBC Broking Futures, the Customer has breached a material term of the Agreement;
滙豐金融期貨認為客戶違反本合約中的重要條款；
- (e) the Customer, or any guarantor of the Customer, fails to pay the Margin Deposit pursuant to Clause B, 2 or the Premium pursuant to Clause B, 1.5(e) or defaults in any obligations hereunder to HSBC Broking Futures or its Affiliated Company;
客戶或客戶的保證人未能按照第 B.2 條支付孖展按金，或按照第 B.1.5(e)條支付期權金，或未能向滙豐金融期貨或其聯營公司履行本合約訂明的任何義務；
- (f) a warrant or order of attachment or distress or an equivalent order is issued against the Customer's accounts with HSBC Broking Futures or its Affiliated Company, or a judgement is levied, enforced or executed against any such account;
收到針對客戶在滙豐金融期貨或其聯營公司開設的戶口發出的任何查封或扣押令狀或命令或相等的命令，或針對任何此類戶口的查押、強制實施或執行的判決；
- (g) a judicial declaration of incompetence is made in respect of the Customer;
司法當局宣佈客戶為不勝任者；
- (h) in case of an individual, the mental incapacity/death of the Customer, or of the guarantor; or
如屬個人，當客戶或保證人心智上無行為能力／死亡；或
- (i) the deed of guarantee made between the guarantor named therein and HSBC Broking Futures in relation to the Customer's account(s) is terminated, otherwise ceases to have effect, or the guarantee provided thereunder ceases to be a continuing guarantee.
在保證書契約列名的保證人與滙豐金融期貨就客戶戶口簽署的保證契約終止或停止生效，或根據保證書契約提供的保證不再為持續進行的保證。

Once any of the Events of Default has occurred, further performance by HSBC Broking Futures of any of its obligations to the Customer under the Agreement shall be conditional upon the Customer having discharged its existing obligations to HSBC Broking Futures under the Agreement, and HSBC Broking Futures shall be entitled at its absolute discretion, without further notice or demand, to forthwith:

一旦發生任何一項違約情況，滙豐金融期貨進一步履行其根據本合約應向客戶履行的任何義務，須以客戶已經履行其根據本合約應向滙豐金融期貨履行的義務為條件，而滙豐金融期貨毋須進一步知會或通知客戶，即有權自行酌情：

- (i) cancel or withdraw any order which may have been placed by the Customer with HSBC Broking Futures for the purchase or sale of Futures and Futures Options and decline to accept further instructions from the Customer;
取消或撤回客戶已向滙豐金融期貨發出的任何買賣期貨及期貨期權的指令，並拒絕接受客戶發出的進一步指示；
- (ii) liquidate all or any open positions of Futures and Futures Options in the Customer's account;
清算客戶戶口內的全部或任何未平倉期貨及期貨期權；
- (iii) exercise Futures Options held by HSBC Broking Futures on behalf of the Customer;
行使由滙豐金融期貨代表客戶持有的期貨期權；
- (iv) satisfy the debt or obligations owed by the Customer to HSBC Broking Futures (either directly or by way of guarantee or other security) by selling, realising or otherwise dealing with in such manner as HSBC Broking Futures in its discretion may determine, all or part of any property held by HSBC Broking Futures for any purpose in any account of the Customer, and to apply the proceeds in satisfaction of all or part of any liability of the Customer to HSBC Broking Futures;
出售、變現或以滙豐金融期貨可絕對酌情決定的其他方式處理滙豐金融期貨為任何目的而在客戶的戶口中持有的全部或任何部分財產，用以履行客戶（不論是直接或以保證形式或其他擔保形式）虧欠滙豐金融期貨的債務或義務，以及將收益用於償還客戶虧欠滙豐金融期貨的全部或部分債務；
- (v) set-off cash balances in Customer's account(s) maintained in different currencies against any monies owed by the Customer to HSBC Broking Futures in a certain currency in order to satisfy the Customer's obligation by payment in another currency;
以客戶的不同貨幣帳戶的現金結餘戶口抵銷客戶欠負滙豐金融期貨以某種貨幣計值的任何款額，以履行客戶以另一種貨幣付款的義務；

- (vi) set-off, combine or consolidate any of the Customer's accounts maintained with HSBC Broking Futures or its Affiliated Company, or any obligation of HSBC Broking Futures to the Customer under the Agreement against any obligation of the Customer to HSBC Broking Futures under the Agreement; and
將客戶在滙豐金融期貨或其聯營公司維持的任何戶口或滙豐金融期貨根據本合約對客戶負有的任何義務抵銷、合併或綜合，以清償客戶根據本合約對滙豐金融期貨負有的任何義務；及
 - (vii) collect any amount due to HSBC Broking Futures and accelerate the maturity of any or all of the Customer's outstanding liabilities under the Agreement.
收取滙豐金融期貨應得的任何款額，並縮短客戶於本合約下的任何或全部欠債債務的期限。
- 4.2 Application of Proceeds. HSBC Broking Futures may at its discretion apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on HSBC Broking Futures by this provision) actually received by HSBC Broking Futures pursuant to the exercise of powers under Clause C, 4.1 in satisfaction of the Customer's then outstanding obligation to HSBC Broking Futures in such order or manner as HSBC Broking Futures deems appropriate.
收益運用。滙豐金融期貨可自行酌情根據第 C.4.1 條行使其權力，將實際收到的淨收益（在扣除與滙豐金融期貨因履行本條款賦予的各項權力而引致的所有費用、成本及開支後）按照滙豐金融期貨認為適宜的次序或方式用於履行客戶當時仍然對滙豐金融期貨負有的各項義務。
- 4.3 Customer's Waiver of Claims and Demands. HSBC Broking Futures shall have absolute discretion in all matters relating to the exercise of its rights under Clause C, 4.1. The Customer hereby waives all claims and demands (if any) against HSBC Broking Futures in respect of any loss, involuntary or otherwise, directly arising from the exercise by HSBC Broking Futures of the powers conferred by the Agreement, howsoever such loss may have been caused (other than through the wilful misfeasance or negligence of HSBC Broking Futures, or the reckless disregard of the obligations of HSBC Broking Futures under this provision), whether in relation to the timing or manner of the exercise of such powers or otherwise.
客戶放棄索賠或要求權。滙豐金融期貨有權自行酌情決定所有有關行使其根據第 C.4.1 條可行使權利的事宜。客戶茲放棄因滙豐金融期貨行使本合約賦予的各項權力所直接引起的任何損失（無論是否自願）而對滙豐金融期貨可行使的所有索賠及要求權（如有），無論上述損失是如何引起（除非是滙豐金融期貨蓄意行為不當或疏忽或完全忽視滙豐金融期貨根據本條款應負的各項義務），亦不論是否與行使有關權力的時間或方式或其他原因有關。
- 4.4 Termination of Agreement. Upon the occurrence of any of the events set out in Clause C, 4.1, the Agreement may be terminated by HSBC Broking Futures forthwith without notice to the Customer. Any such termination shall be without prejudice to the accrued rights and obligations of HSBC Broking Futures and the Customer contained in the Agreement which shall remain in full force and effect and shall be enforceable notwithstanding such termination.
終止合約。如發生第 C.4.1 條所載的任何事項，滙豐金融期貨可立即終止本合約而毋須通知客戶。任何此類終止均不會損害本合約所載滙豐金融期貨及客戶應有的權利及義務，而即使已終止本合約，該等權利及義務仍具全面效力和全面生效，並可予執行。
- 4.5 Obligation of the Customer. The Customer shall be liable for any Deficit that may exist after HSBC Broking Futures has exercised its rights under Clause C, 4.1, and any cost or expense (including legal costs) incurred by HSBC Broking Futures, on a full indemnity basis, related to such exercise.
客戶的義務。至於滙豐金融期貨行使第 C.4.1 條的權利後可能存在的任何虧損額，以及滙豐金融期貨因行使該等權利而招致的任何成本或開支（包括法律費用），客戶須以全數補償的方式承擔責任。
- 4.6 Interest on Customer's Obligation. All sums owed (including interest arising after a judgement debt is obtained against the Customer) by the Customer to HSBC Broking Futures under the Agreement including, but not limited to, HSBC Broking Futures' costs and expenses of collection (including legal costs), shall bear interest payable by the Customer on demand at a rate and on such other terms to be determined by HSBC Broking Futures conclusively from time to time and disclosed in the account statement.
客戶義務的利息。至於客戶根據本合約應付滙豐金融期貨的所有款項（包括客戶被判定債項後產生的利息），包括但不限於滙豐金融期貨收賬的成本及開支（包括法律費用），均須按照滙豐金融期貨不時最終決定的利率及其他條款計算利息，並顯示於帳戶結單中，客戶須按要求支付有關利息。

5. Arrangements for Customer's Money and other Assets 客戶資金及其他資產的安排

- 5.1 Customer's Money Treated in Accordance with the Securities and Futures (Client Money) Rules (the "Client Money Rules"). HSBC Broking Futures will deal with Customer's money in accordance with the Client Money Rules. Accordingly, unless otherwise provided in the Agreement or in the Client Money Rules, all money for the Customer's account will be held as client money (as defined in, and in accordance with, the Client Money Rules) on behalf of the Customer and at the risk of the Customer.
按照《證券及期貨（客戶款項）規則》（「**客戶款項規則**」）處理的客戶資金。滙豐金融期貨會按照客戶款項規則處理客戶的資金。因此，除非在本合約或在客戶款項規則另有訂明，客戶戶口的所有資金將由滙豐金融期貨代表客戶，以客戶資金（定義見客戶款項規則，並按照該等規則）的方式持有，風險由客戶自行承擔。

- 5.2 Customer's Money Held Outside of Hong Kong. With respect to Customer's money received by HSBC Broking Futures outside of Hong Kong and denominated in currencies other than Hong Kong dollar, HSBC Broking Futures may hold such Customer's money in a segregated bank account outside of Hong Kong.
在香港以外地區持有的客戶資金。有關由滙豐金融期貨在香港以外地區接收的客戶資金，並以港元以外的貨幣為單位，滙豐金融期貨可能在香港以外地區，以獨立戶口持有有關客戶的資金。
- 5.3 Risk Associated with Customer's Money Held Outside of Hong Kong. Where Customer's money is held at a segregated bank account maintained by HSBC Broking Futures outside of Hong Kong, (i) the Client Money Rules do not apply and (ii) the legal and regulatory regime applying to the bank with which the Customer's money is held will be different from that of Hong Kong and, in the event of a default of the relevant bank, Customer's money may be treated differently from the position which would apply if the Customer's money was held by a licensed bank in Hong Kong. The Customer has read and understood the risk disclosure statement with regards to Customer's assets held outside of Hong Kong as set out in Schedule 1, Section (B) and has accepted the risks disclosed therein.
有關在香港以外地區持有客戶資金的風險。當滙豐金融期貨在香港以外地區設立獨立銀行戶口存放客戶資金時，(i) 客戶款項規則並不適用，及(ii) 適用於存放客戶資金的銀行之法律及監管制度將有別於香港的制度。如有關銀行出現違約事件，其處理客戶的資金方式，可能會有別於香港持牌銀行。客戶已詳閱及明白載於附表 1 的 (B) 部分有關在香港以外地區存放客戶資產之風險披露聲明書，並已接受其中披露之風險。
- 5.4 Interest on Customer's Monies. Interest credited to the Customer by HSBC Broking Futures is calculated at the higher of the savings rate and the call rate quoted by the banks which are members of the HSBC Group (as defined in Clause C, 19) currently operating in Hong Kong ("HSBC Group in Hong Kong"). Monies held by HSBC Broking Futures on behalf of the Customer are held in a segregated bank account. Interest received by HSBC Broking Futures in its management of segregated Customer's monies may be at a higher rate than the interest rate offered by the HSBC Group in Hong Kong. The Customer hereby agrees that HSBC Broking Futures may retain for its own account any interest received in respect of segregated customer funds which is in excess of that paid by HSBC Broking Futures to the Customer.
客戶資金的利息。利率按目前在香港經營的滙豐集團（定義見第 C.19 條）屬下銀行（下稱「香港的滙豐集團」）所報的儲蓄利率及短期通知款項利率的較高利率計算，並由滙豐金融期貨貸記入客戶戶口。由滙豐金融期貨代表客戶持有的資金均存放在被獨立的銀行戶口中。滙豐金融期貨在管理的客戶獨立戶口的資金時獲得的利息的利率可能高於香港的滙豐集團提供的利率。客戶茲同意滙豐金融期貨可為其本身戶口保留其就獨立的客戶資金獲得的利息扣除滙豐金融期貨支付給客戶的利息後之差額。
- 5.5 All monies, securities and other property received by HSBC Broking Futures from the Customer or from any other person (including a clearing house) for the account of the Customer shall be held by HSBC Broking Futures as trustee and segregated from HSBC Broking Futures' own assets. These assets so held by HSBC Broking Futures shall not form part of the assets of the HSBC Broking Futures for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of HSBC Broking Futures' business or assets.
所有由滙豐金融期貨為客戶戶口從客戶或任何其他人士（包括結算所）收到的資金、證券及其他財產，將由滙豐金融期貨作為信託人持有，並且和滙豐金融期貨本身的資產分開存放。該等由滙豐金融期貨持有的資產，在滙豐金融期貨破產或清盤時並不構成其資產的一部分，當滙豐金融期貨的所有或部分業務或資產委任臨時清盤人、清盤人或類似的人員後，會將有關資產立即歸還予客戶。
- 5.6 Right to Impose Negative Interest. Where a negative interest rate applies to any currency, HSBC Broking Futures shall have the right to impose negative interest on credit balances on any account that are denominated in such currency. Where such interest becomes payable by the Customer to HSBC Broking Futures, HSBC Broking Futures is entitled to debit any of the accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, the Customer is liable to repay the outstanding amount to HSBC Broking Futures on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as HSBC Broking Futures may set.
徵收負利率的權利。如負利率適用於任何貨幣，滙豐金融期貨有權就列於任何以該種貨幣計值的戶口的貸記結餘徵收負利率。如客戶應向滙豐金融期貨支付該等利息，滙豐金融期貨有權自任何戶口扣款，以結清有關的負利率，而不論有關戶口是否有足夠的資金、透支或其他融資額度。如任何扣款導致有關戶口出現透支，客戶有責任按要求向滙豐金融期貨償還結欠金額（連同任何費用、開支及因結欠金額而招致並根據滙豐金融期貨釐定的利率計算的利息）。
- (a) **Negative interest (if any) on an account accrues:**
有關戶口的負利率（如有）的計算方式如下：
- (i) on a daily basis;
每日計算；
 - (ii) on the credit balance in the account; and
按戶口的貸記結餘計算；及
 - (iii) at the interest rate specified by HSBC Broking Futures at its discretion.
按滙豐金融期貨酌情決定列明的利率計算。

- (b) Interest rates applicable from time to time will be displayed at HSBC Broking Futures' premises or published on HSBC Broking Futures' website. Negative interest (if any) is payable by the Customer to HSBC Broking Futures and will become a debit entry to the account at the end of each calendar month (or at such other interval as HSBC Broking Futures may set from time to time).
不時適用的利率將會在滙豐金融期貨的處所展示或在滙豐金融期貨的網頁登載。負利率（如有）將由客戶向滙豐金融期貨支付，並會成為戶口在每個曆月結束時（或滙豐金融期貨可不時設定的其他相隔時段）的借記進項。
- (c) Where an account is closed during an interest period whether by the Customer or by HSBC Broking Futures for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.
如客戶或滙豐金融期貨於計息期間以任何理由終止戶口，負利率（如有）只計算至戶口終止當日前最後一個曆日。
- (d) HSBC Broking Futures shall have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the account falls below the minimum set by HSBC Broking Futures.
滙豐金融期貨有權不時設定或更改開始計算負利率的最低貸記結餘金額，而毋須給予通知。如戶口中的貸記結餘低於滙豐金融期貨設定的最低金額，則不會開始計算負利息。

6. Currency Conversion 貨幣轉換

- 6.1 Currency Conversion. In the event that the Customer instructs HSBC Broking Futures to convert currency to off-set Deficit, meet settlement obligations, Margin Deposit or Premium, HSBC Broking Futures shall apply the rate of exchange based on the then-prevailing market rate of exchange between the two (2) currencies.
貨幣轉換。如客戶指示滙豐金融期貨轉換貨幣以抵銷虧損額、履行結算義務、作孖展按金或期權金，兌換率將由滙豐金融期貨根據當時市場所用的該兩（2）種貨幣之間的兌換率決定。

7. Right of Set-Off and Lien and Consolidation of Accounts 抵銷權、留置權及綜合戶口

- 7.1 Combine and Consolidate Accounts. Where the Customer has one (1) or more accounts held at HSBC Broking Futures and/or its Affiliated Companies, HSBC Broking Futures shall have the right (but in relation to the Customer's money, only so far as consistent with Applicable Law) at any time without notice to setoff, combine and/or consolidate all or any accounts maintained with HSBC Broking Futures and its Affiliated Companies in such manner as determined by HSBC Broking Futures for the purposes of Clauses C, 7.2 and C, 7.3.
合併及綜合戶口。如客戶在滙豐金融期貨及／或其聯營公司持有一（1）個或多個戶口，滙豐金融期貨有權因應第C.7.2條及第C.7.3條（惟就客戶資金而言，在符合適用法律的範圍內），隨時以其決定的方式抵銷，合併及／或綜合客戶在滙豐金融期貨及其聯營公司保持的全部或任何戶口，而毋須給予通知。
- 7.2 HSBC Broking Futures' Right of Set-off. HSBC Broking Futures is hereby authorised by the Customer to set-off, transfer or apply (insofar as consistent with Applicable Law) at any time and without notice to the Customer, monies or other property in any of the Customer's account(s) at HSBC Broking Futures and its Affiliated Companies, in satisfaction of the obligations and liabilities of the Customer owed to HSBC Broking Futures and such obligations and liabilities may be actual or contingent, primary or collateral, secured or unsecured, joint or several. In the event that the Customer incurs a Deficit denominated in a particular currency, HSBC Broking Futures shall have the right to set-off any time and without notice to the Customer, the Deficit against the Customer's deposit in the equivalent amount denominated in other currencies in satisfaction of the Customer's Deficit. When such set-off or transfer requires the conversion of one (1) currency to another, such conversion shall be at a rate of exchange determined conclusively by HSBC Broking Futures on the basis of the then-prevailing market rates of exchange between the two (2) currencies.
滙豐金融期貨的抵銷權。客戶茲授權滙豐金融期貨可在毋須通知客戶的情況下，隨時將客戶在滙豐金融期貨或其聯營公司開立的任何戶口中的資金或其他財產抵銷、移轉或運用（在符合適用法律的範圍內），以履行客戶欠負滙豐金融期貨的各項義務或責任，而此類義務或責任可屬實際或有、第一或從屬、有擔保或無擔保、共同或個別的義務或責任。如如客戶招致以某種貨幣計值的虧損額，滙豐金融期貨有權在毋須通知客戶的情況下，隨時以客戶以其他貨幣計值的等值存款抵銷該虧損額，以清償客戶該筆虧損額。如此類抵銷或移轉須將一（1）種貨幣兌換為另一種貨幣，兌換率須由滙豐金融期貨根據當時市場所用的該兩（2）種貨幣之間的兌換率作最終決定。
- 7.3 General Lien. Until any amount owed to HSBC Broking Futures or any Affiliated Company has been paid in full, HSBC Broking Futures shall hold as security and subject to a general lien in HSBC Broking Futures' favour all money, securities and other property of the Customer held from time to time by HSBC Broking Futures or any Affiliated Company, whether held for safe-keeping or otherwise.
全面置留權。直至應償還給滙豐金融期貨或任何聯營公司的任何款項已經足額支付時為止，無論是為保管或其他原因而由滙豐金融期貨任何聯營公司不時持有的客戶的所有資金、證券或其他財產，均須由滙豐金融期貨持有作為抵押品，並受一項以滙豐金融期貨為受益人的全面留置權所規限。

8. Standing Authority to Deal with Customer's Money

處理客戶資金的常設授權

- 8.1 Standing Authority with regard to Customer's Money. Where the Customer maintains one (1) or more accounts with HSBC Broking Futures or its Affiliated Companies, HSBC Broking Futures is hereby authorised by the Customer to transfer money from any of the Customer's account(s) with HSBC Broking Futures to any of the Customer's account(s) with the relevant Affiliated Company for purpose of trading or fulfilling the Customer's settlement or margin obligations in respect of dealing activities carried out by the Affiliated Company on behalf of the Customer, subject always to the Client Money Rules and Applicable Law.
關於客戶資金的常設授權。如如客戶在滙豐金融期貨或其聯營公司開設一（1）個或多個戶口，客戶即授權滙豐金融期貨可在符合客戶款項規則及適用法律的範圍內，因應與聯營公司代表客戶進行的買賣活動有關的交易或履行客戶的結算或孖展責任，將資金自客戶在滙豐金融期貨開設的任何戶口轉移到客戶在相關聯營公司開設的任何戶口。
- 8.2 Standing Authority to Pay Customer's Money to Third Party. Where the Customer wishes to transfer or pay Customer's money to a bank account bearing a name different from the name of the Customer's account(s) at HSBC Broking Futures, the Customer shall give HSBC Broking Futures a separate standing authority in writing to that effect which will be subject to the acceptance of HSBC Broking Futures.
關於將客戶資金付予第三方的常設授權。如客戶擬將客戶資金轉移或支付予戶名與客戶在滙豐金融期貨的戶口所示名稱不同的銀行戶口，客戶須另行以書面方式向滙豐金融期貨作出相關的常設授權，惟仍須待滙豐金融期貨接納該指示後方可作實。
- 8.3 Validity of Standing Authority. Any standing authority given by the Customer pursuant to Clauses C, 8.1 and C, 8.2 shall be valid for a period of twelve (12) months from the date of the standing authority unless such standing authority is revoked earlier. The Customer shall have the right to revoke any or all such standing authority at any time by the Customer giving two (2) Business Days' notice in writing in accordance with Clause C, 12.
常設授權的有效期。客戶根據第 C.8.1 及 C.8.2 條作出的任何常設授權的有效期由作出常設授權當日起計十二（12）個月，惟倘常設授權被提早撤回則作別論。根據第 C.12 條，客戶有權隨時發出兩（2）個營業日的書面通知以撤回任何或全部該等常設授權。

- 8.4 Renewal of Standing Authority. HSBC Broking Futures shall send to the Customer a notice of renewal at least fourteen (14) days prior to the expiration of each of the standing authorities given under Clauses C, 8.1 and C, 8.2 where applicable or at the end of each calendar year, whichever is earlier. Unless the Customer objects to such renewal by giving written notice in the manner set out in the notice of renewal, the standing authority is deemed to have been renewed for another twelve (12) months from the date as specified in the notice of renewal.

延續常設授權。滙豐金融期貨須於根據第 C.8.1 及 C.8.2 條（如屬適用）作出的每項常設授權屆滿前最少十四（14）日或每個曆年結束時（以較早者為準）向客戶發出延續通知。除非客戶按延續通知所載方式發出書面通知以反對延續常設授權，否則常設授權將視作由延續通知列明的日期起延續十二（12）個月。

9. Orders and Instructions

指令及指示

- 9.1 Instructions. HSBC Broking Futures shall be entitled to rely on instructions, directions, notices or other communications, which HSBC Broking Futures reasonably believes in good faith, are issued by (a) the Customer, (b) an authorised person acting on behalf of the Customer or (c) any Connected Person (only in relation to information about that Connected Person), and the Customer hereby (jointly and severally if there are two (2) or more Customers to the Agreement) agrees to indemnify HSBC Broking Futures and to hold HSBC Broking Futures harmless from and against any losses, costs, liabilities, damages and expenses (including but without limitation legal costs) suffered or incurred by HSBC Broking Futures in reliance thereon. Instructions shall only be effective upon actual receipt by HSBC Broking Futures. In this Clause C, 9.1, "Connected Person" has the meaning given to such term in Clause C, 19.1.
指示。滙豐金融期貨有權依賴其忠誠相信乃由（a）客戶、（b）代表客戶的獲授權人士或（c）任何關連人士（僅限於有關該關連人士的資料）發出的指示、指引、通知或其他通訊，而客戶（倘本合約有兩（2）名或以上客戶，則共同及個別地）茲同意，就滙豐金融期貨因依賴上述指示、指引、通知或其他通訊而蒙受或引致的任何損失、成本、負債、損害及開支（包括但不限於法律費用），向滙豐金融期貨作出彌償並使滙豐金融免受損害。指示僅會於滙豐金融期貨實際收到該指示時生效。在本第 C.9.1 條，「關連人士」具有本第 C.19.1 條賦予該詞語的涵義。
- 9.2 HSBC Broking Futures' Right to Decline Orders and Instructions. HSBC Broking Futures shall have the right to decline any orders and/or instructions from the Customer. Without prejudice to the foregoing, HSBC Broking Futures shall be under no obligation to act on the Customer's instruction if there are insufficient funds in the relevant Customer's account or where HSBC Broking Futures believes that such instructions might conflict with its internal policies or with Applicable Law. In the event that HSBC Broking Futures in its discretion declines to accept instructions of the Customer, the Customer shall be notified accordingly. HSBC Broking Futures shall not be liable for any loss, loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Customer howsoever arising out of or in connection with HSBC Broking Futures declining to act on the Customer's instructions or failing to notify the Customer as aforesaid.

滙豐金融期貨拒絕執行指令及指示的權利。滙豐金融期貨有權拒絕執行客戶發出的任何指令及／或指示。在不損害前述條文的原則下，如客戶的相關戶口沒有足夠資金或滙豐金融期貨認為該等指示可能會抵觸其內部政策或適用法律，滙豐金融期貨無義務執行該客戶的指示。如滙豐金融期貨自行酌情拒絕接受客戶的指示，須據此告知客戶因滙豐金融期貨拒絕執行客戶的指示或沒有如前述通知客戶而引致客戶蒙受或招致的任何虧損、盈利損失或收益損失、損害、負債、成本或開支（無論以任何形式產生），滙豐金融期貨均毋須承擔責任。

- 9.3 Execution of Payment Instruction. HSBC Broking Futures and its Affiliated Companies are obliged to comply with Applicable Law and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering or financing of, among other things, named terrorists and sanctioned persons. Such obligation may require HSBC Broking Futures to, among other things, intercept and investigate any payment instructions, messages and other information or communications sent to or by the Customer or on the Customer's behalf via HSBC Broking Futures' systems and this process may involve the making of further enquiries by HSBC Broking Futures with the Customer. The Customer hereby authorises HSBC Broking Futures to do all such acts as HSBC Broking Futures may in its absolute discretion deem to be necessary or appropriate for complying with such Applicable Law and requests.
- 付款指示的執行。滙豐金融期貨及其聯營公司有義務遵從適用法律及不同司法管轄權的公眾及監管機構有關防止洗黑錢或提供資金給（其中包括）具名恐怖份子及受制裁人士的要求。為履行此類義務，滙豐金融期貨尤其須截取及調查客戶或代表客戶經由滙豐金融期貨的系統接收或發出的任何付款指示、訊息及其他資訊或通訊，此過程可能牽涉到滙豐金融期貨進一步向客戶進行查詢。客戶茲授權滙豐金融期貨自行酌情進行其認為遵從適用法律和要求所必須或恰當的所有行動。
- HSBC Broking Futures and its Affiliated Companies will not be liable for any loss (whether direct or consequential and including without limitation loss of profit or interest), costs or damage suffered by any party arising out of any delay or failure by HSBC Broking Futures or its Affiliated Companies in performing any of its obligations under the Agreement in whole or in part by any steps taken pursuant to this Clause.
- 對於滙豐金融期貨及其聯營公司因根據本條採取任何步驟而延遲或未能執行本合約項訂明的任何全部或部份義務而引致任何一方蒙受任何損失（無論直接或相應而生的損失，包括但不限於利潤或利息的損失）、成本或損害，滙豐金融期貨及其聯營公司均毋須承擔責任。
- 9.4 Execution of Orders. HSBC Broking Futures shall cause and control the execution of the Customer's orders on exchanges and other markets through itself, its agents, any of its Affiliated Companies, or members of the various exchanges or clearing houses, or independent floor brokers, or market makers or principals in other markets in accordance with the arrangements which HSBC Broking Futures shall make from time to time with various companies or persons as may be necessary or appropriate in HSBC Broking Futures' opinion to provide such order execution. References in the Agreement to transactions or execution by HSBC Broking Futures or the performance by HSBC Broking Futures of any of its obligation in the Agreement shall be construed accordingly.
- 執行指令。滙豐金融期貨須通過本身、其代理人、其任何聯營公司、或各交易所或結算所成員、或獨立出市經紀或莊家及其他市場的主事人，按照滙豐金融期貨認為可能需要或適宜與各公司或人士不時作出的安排，在交易所及其他市場促成及控制客戶指令的執行。凡於本合約提及由滙豐金融期貨作出的交易或執行或履行其於本合約的任何責任亦應據此詮釋。
- 9.5 Right to Aggregate Orders. HSBC Broking Futures may aggregate the Customer's order(s) with its own order(s) or order(s) of person(s) connected with HSBC Broking Futures or order(s) of other customer(s).
- 合併指令的權利。滙豐金融期貨可能會把客戶的指令與其本身的指令或與滙豐金融期貨有關人士的指令或其他客戶的指令合併。
- 9.6 Form of Instructions. Subject to HSBC Broking Futures' internal policies from time to time and unless otherwise agreed, HSBC Broking Futures will only accept instructions or notices under the Agreement from the Customer or Authorised Trader in the manner described in Clause C, 12 except that trading instructions may be made by telephone or in writing and the Customer or Authorised Trader must quote the Customer's account number, account name and any other information to the extent required by HSBC Broking Futures for authentication purposes unless explicitly waived in writing by HSBC Broking Futures.
- 指示的方式。在滙豐金融期貨不時的內部政策的規限下，除非另行議定，滙豐金融期貨只會接納客戶或授權交易人按第C.12條所述方式根據本合約發出的指示或通知；然而，買賣指示可以電話或書面方式作出，而客戶或授權交易人須引述客戶的戶口號碼、戶名和滙豐金融期貨為作核證所需的任何其他資料，惟滙豐金融期貨以書面方式明確豁免則作別論。
- Notwithstanding Clause C, 12, the Customer's or Authorised Trader's instructions under this Clause C, 9.6 shall only be effective upon actual receipt by HSBC Broking Futures.
- 縱有第C.12條的規定，客戶或授權交易人根據本條（第C.9.6條）發出的指示於滙豐金融期貨實際收到後方告生效。
- 9.7 Instructions Via Fax. The Customer may authorise HSBC Broking Futures to accept from time to time instructions or other documents purporting to come from the Customer in the form of facsimile not bearing an original signature ("faxed instructions"). In consideration of HSBC Broking Futures or any Relevant Affiliate (as applicable) agreeing to accept from the Customer, notwithstanding the terms of the relevant mandate with HSBC Broking Futures, faxed instructions in relation to the Customer's account(s) with HSBC Broking Futures or any Relevant Affiliate (as applicable) without requiring written confirmation in respect of any faxed instruction prior to acting thereon, the Customer confirms that:

圖文傳真指示。客戶可授權滙豐金融期貨不時接受聲稱由客戶以圖文傳真形式發出而無客戶簽署原跡的指示或其他文件（下稱「傳真指示」）。鑑於滙豐金融期貨或任何相關聯繫人（如適用）同意接受客戶就其在滙豐金融期貨或任何相關聯繫人（如適用）開設的戶口發出的傳真指示，並且在行事之前無須書面確認的任何圖文傳真指示或其他文件，儘管給予滙豐金融期貨的有關授權書條款另有不同規定，客戶確認：

- (a) the Customer is aware of the possible risks involved in or connected with the giving of any faxed instruction and has taken note of, and acknowledges his/its understanding and agreement to Schedule 1, Section (D) which has been, in the case of a corporate Customer, given due consideration at the meeting of the Board of Directors of the Customer;
客戶知悉發出任何傳真指示所牽涉或與之有關的各項潛在風險，並且已經注意到及承認其理解並同意附表 1 第(D)條。就該條的內容，公司客戶已在客戶的董事會會議中作出適當考量；
 - (b) HSBC Broking Futures or any Relevant Affiliate (as applicable) is hereby irrevocably and unconditionally authorised to act on or rely upon any faxed instruction which HSBC Broking Futures or any Relevant Affiliate (as applicable) in its sole discretion believes to emanate from the Customer or otherwise appear to comply with the terms of the mandate for the Customer's account(s), and neither HSBC Broking Futures nor any Relevant Affiliate (as applicable) shall be liable for acting in good faith on faxed instructions which emanate from unauthorised individuals or in any circumstances whatsoever;
滙豐金融期貨或任何相關聯繫人（如適用）在此獲不可撤銷及無條件地授權可依照或依賴滙豐金融期貨或任何相關聯繫人（如適用）自行酌情確定相信是由客戶發出或看來符合客戶戶口授權書的條款的任何傳真指示行事，滙豐金融期貨或任何相關聯繫人（如適用）若按照未經授權人士或在任何其他情況下發出的傳真指示真誠行事，其無須承擔責任；
 - (c) in particular neither HSBC Broking Futures nor any Relevant Affiliate (as applicable) shall be under any duty to verify the identity of the person or persons giving any faxed instruction purportedly made on the Customer's behalf or the authenticity of any signature on any faxed instruction;
特別是，滙豐金融期貨或任何相關聯繫人（如適用）均無任何責任核實指稱代表客戶發出任何傳真指示的一名或多名人身份，亦無責任核實任何傳真指示上的任何簽署的真偽；
 - (d) any transaction made (including without limitation any order to buy or sell securities, futures contracts, leveraged foreign exchange contracts, bullion or other financial instruments) or service effected or confirmation given (including without limitation any placement or sub-underwriting letter) pursuant to any faxed instruction shall be binding upon the Customer whether made with or without the Customer's authority, knowledge or consent;
根據任何傳真指示作出的任何交易（包括，但不限於，任何買賣證券、期貨合約、槓桿式外匯買賣合約、黃金或其它金融工具的指令）、或提供任何服務、或發出確認（包括，但不限於，任何配售或分包銷書），均對客戶有約束力，無論客戶是否授權、是否知道或同意作出；
 - (e) the Customer undertakes to keep HSBC Broking Futures or any Relevant Affiliate (as applicable) indemnified at all times against, and to save HSBC Broking Futures or any Relevant Affiliate (as applicable) harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against HSBC Broking Futures or any Relevant Affiliate (as applicable) or suffered or incurred by HSBC Broking Futures or any Relevant Affiliate (as applicable) and which shall have arisen either directly or indirectly out of or in connection with HSBC Broking Futures or any Relevant Affiliate (as applicable) accepting faxed instructions believed to emanate from the Customer and acting thereon, whether or not the same are confirmed in writing by the Customer;
客戶承諾，對於滙豐金融期貨或任何相關聯繫人（如適用）接受客戶的傳真指示並據之行事（無論該指示是否經由客戶以書面確認）而直接或間接地產生或與之有關而可能針對滙豐金融期貨或任何相關聯繫人（如適用）或使其蒙受或招致的所有訴訟、程序、索賠、損失、損害、費用及開支，客戶無論何時將使滙豐金融期貨或任何相關聯繫人（如適用）得到彌償並免受損害；
 - (f) notwithstanding any authorisation given under this clause, HSBC Broking Futures may in its absolute discretion refuse to act in accordance with any faxed instructions from the Customer;
即使根據本條發出的任何授權，滙豐金融期貨可絕對自行酌情拒絕執行客戶發出的任何傳真指示，包括但不限於要求更改地址；
 - (g) the liabilities of each person hereunder shall be joint and several (in the case of joint accounts); and
(如聯名戶口) 本條款下各自的責任是共同及各別責任；及
 - (h) the Customer acknowledges that all faxed instructions given to HSBC Broking Futures by the Customer shall only be effective upon actual receipt by HSBC Broking Futures.
客戶同意其向滙豐金融期貨發出的所有傳真指示於滙豐金融期貨實際收到的時候才生效。
- 9.8 Trading Authorisation. The Trading Authorisation does not limit or restrict in any way HSBC Broking Futures' rights or the Customer's obligations under the Agreement, and the terms of the Agreement shall apply equally to transactions initiated by each Authorised Trader and to the interpretation generally of rights and obligations under the Trading Authorisation.
交易授權書。本次交易授權書不以任何形式限定或限制本合約項下滙豐金融期貨的權利或客戶的責任，而本合約的條款須同樣應用於由每名授權交易人發起的交易及交易授權書下權利及責任的一般詮釋。

Under the Trading Authorisation, the Customer appoints each Authorised Trader severally to be the Customers' agent and attorney-in-fact, and each Customer further authorises HSBC Broking Futures to accept and execute orders and other transaction instructions from each Authorised Trader for the purchase and sale of Securities and/or Options on any securities exchange, or other market, anywhere in the world, all for the account of all of the Customers, jointly and severally, subject to the terms and conditions of the Agreement. The Customer shall procure that:

根據交易授權書，客戶各自委任每名授權交易人為客戶的代理人及實際代理人，以及每名客戶進一步授權滙豐金融期貨接受及執行各授權交易人向其發出的命令及其他交易指示，在本合約條款及條件約束下在世界任何地方任何證券交易所或其他市場完全為所有客戶共同及個別地買賣證券及／或期權。客戶須促致：

- (a) each Authorised Trader provide to HSBC Broking Futures each Authorised Trader's Hong Kong Identity Card, Passport or other identification documents as specified by the Customer and/or Authorised Trader on the Trading Authorisation to enable HSBC Broking Futures to take such copies thereof as HSBC Broking Futures may at its discretion require; and
各授權交易人向滙豐金融期貨提供各授權交易人的香港身份證、護照或客戶及／或授權交易人於交易授權書指定的其他身份識別文件，以使滙豐金融期貨可按需要酌情複製成副本；及
- (b) each Authorised Trader shall sign where indicated in the Trading Authorisation.
各授權交易人須在交易授權書顯示的地方簽署。

9.9 Termination of the Trading Authorisation. The Customer or HSBC Broking Futures may terminate the Trading Authorisation by giving two (2) Business Days' notice in writing to the other; provided, however, that a termination of the Trading Authorisation shall not prejudice the accrued rights of HSBC Broking Futures, and any obligations of the Customer contained in any provision thereof or in the Agreement shall remain in full force and effect and be enforceable notwithstanding such termination.

終止交易授權書。客戶或滙豐金融期貨可以書面方式給予對方兩（2）個營業日的通知終止交易授權書，但前提是交易授權書的終止不可損害滙豐金融期貨的應有權利；而儘管交易授權書已終止，客戶在交易授權書或合約中任何條款所規定的任何義務須維持全面生效及有效，並可強制實施。

9.10 Product Specifications. HSBC Broking Futures shall provide to the Customer upon request, relevant product specifications or other offering documents where available, which shall always be subject to Applicable Laws. 產品細則。滙豐金融期貨會應客戶的要求提供相關可獲得的產品細則或其他發售文件，惟須受適用法律規限。

9.11 Telephone Recording. All telephone conversations between the Customer and HSBC Broking Futures in the course of business shall be recorded on a centralised tape recording system operated by HSBC Broking Futures. Such recording is subject to monitoring by HSBC Broking Futures and shall remain the property of HSBC Broking Futures.
電話錄音。客戶與滙豐金融期貨在進行業務期間的所有電話對話均會被收錄在由滙豐金融期貨操作的中央電話錄音系統。有關錄音將由滙豐金融期貨監控，並將保留以作為滙豐金融期貨的財產。

9.12 Communications Failure. HSBC Broking Futures shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of executed orders reports to the Customer due to any failure or interruption of communications facilities, or any other delays beyond the control of HSBC Broking Futures.
通訊失靈。因通訊設施失靈或受干擾或出現超出滙豐金融期貨控制能力範圍以外的任何其他延誤，而導致傳送指令到執行地點或將已執行指令的報告傳送給客戶時出現延誤，滙豐金融期貨對此毋須負責。

9.13 Use of Delegates. HSBC Broking Futures may, for the purpose of carrying out any instructions by the Customer, engage, deal with or through, or otherwise act through any broker, dealer, executing agent or clearing agent (each a "Delegate") who may or may not be an Affiliated Company on such terms and subject to such conditions as HSBC Broking Futures may in its absolute discretion determine. None of HSBC Broking Futures and its directors, officers and employees shall be liable to the Customer for any loss, damage or cost suffered by or incurred to the Customer as a result of any act, omission or insolvency of any Delegate.
使用海外經紀。為執行由客戶發出的任何指示，滙豐金融期貨可根據有關條款及有關條件，全權決定聘用、以其他方式通過任何在香港以外地區的經紀、出市代表、執行或結算代理（各自均為「受委人」）處理或執行指示，而受委人不一定是聯營公司。滙豐金融期貨及其董事、主管及僱員均毋須就任何受委人的任何行動、疏忽或破產而令客戶承受或招致任何損失、損毀或支出負責。

10. General Agreement Provisions 合約總則

10.1 Compliance with Applicable Law. HSBC Broking Futures and the Customer shall be subject to Applicable Law, including, without limitation:

遵從適用法律。滙豐金融期貨及客戶須遵從適用法律，包括但不限於：

- (a) all applicable laws and regulations of government agencies and statutory bodies of the relevant jurisdictions;
相關司法管轄權的政府機構及法定部門的所有適用法律及條例；
- (b) the constitution, rules, regulations, policies, practices and customs of the exchange, clearing house or market where the transactions are executed; and

執行交易的交易所、結算所或市場奉行的憲法、規則、條例、政策、常規及慣例；及

- (c) banking regulations, practices and customs where payments are effected in connection with delivery, settlement and margins.

與交收、結算及孖展付款有關的銀行規例、常規及慣例。

Notwithstanding anything in the Agreement, HSBC Broking Futures, its agents and Affiliated Companies, and each of their respective employees shall be entitled to take (or refrain from taking) such action or steps as it shall in its absolute discretion consider necessary or appropriate to ensure compliance with or to prevent or remedy any breach of any Applicable Law, and none of HSBC Broking Futures, its agents and Affiliated Companies, and any of their respective employees shall be liable to the Customer for any loss or claim arising out of or in connection with any such action or steps.

縱使有本合約列明的一切條款，滙豐金融期貨、其代理及聯營公司，以及以上各方各自的僱員均有權採取（或拒絕採取）彼等自行酌情認為必須或恰當的行動或步驟，以確保遵從或避免或彌補違反任何適用法律；對於客戶因任何此類行動或步驟而引致的任何損失或索賠，滙豐金融期貨、其代理及聯營公司，以及以上各方各自的僱員均毋須負責。

- 10.2 Single and Continuous Agreement. The Agreement shall be continuous, and shall cover individually and collectively all accounts which the Customer may open from time to time with HSBC Broking Futures, and each order executed by HSBC Broking Futures shall be subject to the terms and conditions of the Agreement. Any statements issued by HSBC Broking Futures to the Customer shall supplement and form an integral part of the Agreement and shall be read and construed according to the terms and conditions of the Agreement, so that the Agreement and all the statements, and their amendments (if any), shall constitute a single agreement between the Customer and HSBC Broking Futures. The Customer hereby acknowledges that all transactions executed in accordance with the Agreement by HSBC Broking Futures are executed by HSBC Broking Futures in reliance upon, among other things, the foregoing provisions of this Clause C, 10.2 and agrees that the representations and warranties made and given by the Customer in the Agreement shall be repeated on the day of each such transaction.

單一及持續性合約。本合約是一持續性合約，並須個別地及共同地涵蓋客戶可能不時在滙豐金融期貨開設的所有帳戶，而每一個由滙豐金融期貨執行的指令均須受本合約的條款及條件規限。滙豐金融期貨發給客戶的任何聲明書均補充並構成本合約的重要部分，並須按照本合約的條款及條件閱讀和詮釋，從而使本合約及所有聲明書及其修訂文本（如有）構成客戶與滙豐金融期貨之間的單一合約。客戶茲確認，滙豐金融期貨根據本合約執行的所有交易均依賴（其中包括）本條（第 C.10.2 條）的上述條文執行；客戶並同意其在本合約作出及提供的各項聲明及保證須在進行每一項此類交易的日期重覆。

- 10.3 Conflict of Interest. HSBC Broking Futures and its directors, employees, agents and Affiliated Companies may at any time trade as principals in Futures and Futures Options, on any exchange or market anywhere in the world, and in that connection:

利益衝突。滙豐金融期貨及其董事、僱員、代理人及聯營公司可隨時以主人身份，在世界各地的任何交易所或市場進行期貨及期貨期權買賣，而就此而言：

- (a) the Customer consents that without prior notice from HSBC Broking Futures, when HSBC Broking Futures sells or buys on behalf of the Customer, on any exchange or market anywhere in the world, HSBC Broking Futures' directors, employees, floor brokers, agents or the Affiliated Companies may, subject to Applicable Law, buy or sell in the same market for an account in which HSBC Broking Futures or such other person has a direct or indirect interest;

客戶同意滙豐金融期貨無須事先通知下，當滙豐金融期貨代表客戶在世界各地的任何交易所或市場進行買賣的同時，滙豐金融期貨的董事、僱員、出市經紀、代理人或聯營公司可在適用法律下，於同一市場為與滙豐金融期貨或其他相關人士有直接或間接利益的戶口進行買賣；

- (b) the Customer consents that HSBC Broking Futures or such other person may take the opposite position to the Customer's order, whether for HSBC Broking Futures' or for the account of a member of HSBC Group (as defined in Clause C.19) or such other person's account or on behalf of other customers, provided that such transactions are executed competitively on or through the facilities of HKFE in accordance with Applicable Law; and

客戶同意滙豐金融期貨或有關其他人士可因應客戶指令進行對盤買賣，而不論該戶口屬滙豐金融期貨或為滙豐集團（定義見第 C.19 條）成員的帳戶或有關其他人士的帳戶或代表其他客戶，惟有關交易須按照適用法律或通過香港期交所設施具競爭性地執行；及

- (c) the Customer acknowledges and consents that HSBC Broking Futures, its directors, employees, agents and/or its Affiliated Companies may at any time (subject to Applicable Law) have an interest in a transaction undertaken by the Customer, including but not limited to: acting as agent for another party, acting as principal in selling its own property, receiving and retaining commission from other parties to a transaction and/or from the Customer, paying a commission to other parties, executing a transaction with prior knowledge of other related transactions, being a holder, dealer or market maker in other investments purchased or sold by the Customer, or otherwise participating or having an interest in a transaction or its underlying assets.

客戶確認及同意滙豐金融期貨、其董事、僱員、代理人及／或其聯營公司可隨時（受適用法律所限）在客戶進行的交易中擁有權益，包括但不限於：擔任另一方的代理人；在出售其本身財產時擔任主人；接受及保留來自交易的其他訂約方及／或客戶的佣金；向其他訂約方支付佣金；為事前已知悉的其他關連交易執行交易；在客戶已購買或出售的其他投資中作為持有人、交易員或莊家；或以其他方式參與交易或其基礎資產或在當中擁有權益。

- 10.4 **Time of the Essence.** Time shall be of the essence in relation to all matters arising under the Agreement.
時限的要素。就因本合約引起的所有事項而言，時限是要素。
- 10.5 **Termination of Agreement.** HSBC Broking Futures may close or terminate any account and/or the Agreement by giving two (2) Business Days' notice in writing to the Customer. Any such notice shall be without prejudice to the accrued rights of the Parties, and any obligations of the Parties the Agreement shall remain in full force and effect and shall be enforceable notwithstanding such closure of account or termination of the Agreement.
終止合約。滙豐金融期貨可向客戶發出兩（2）個營業日書面通知結束或終止任何戶口及／或本合約。任何此類通知均不損害本合約所載雙方應有的權利，而即使戶口已結束或本合約已終止，本合約所載雙方應履行的義務仍具全面效力和全面生效，並可予執行。
- 10.6 **Unclaimed Assets.** If the Customer's account has been closed or terminated for more than seven (7) years, HSBC Broking Futures may convert all monies held in or for the account into Hong Kong Dollars and realise all Futures and Futures Options in the Customer's account (if any) and subject to the full payment of all sums owed by the Customer to HSBC Broking Futures, HSBC Broking Futures shall:
無人申索的資產。倘客戶的戶口已經取消或終止逾七（7）年，滙豐金融期貨可將持有於戶口內或就戶口而持有的所有資金轉換為港元，並將客戶戶口中的所有期貨及期權（如有）變現，且待客戶結欠滙豐金融期貨的所有款項獲悉數支付後，滙豐金融期貨須：
 (a) credit any balance in the Customer's account to the Customer's other bank account; or
將客戶戶口中的任何結餘記入客戶的其他銀行戶口；或
 (b) send by post at the risk of the Customer to the Customer's last known address a cheque in the name of the Customer in the amount of the credit balance of the Customer's account.
將金額為客戶戶口貸方餘額並以客戶名稱抬頭的支票郵寄至最後所知客戶的地址，風險由客戶承擔。
- In the event that HSBC Broking Futures is not able to perform either (a) or (b) above because the Customer has not provided the relevant information, the Customer directs HSBC Broking Futures to place the balance in a general account maintained by HSBC Broking Futures for unclaimed funds.
倘滙豐金融期貨因客戶未提供相關資料而無法執行上述（a）或（b）項，客戶指示滙豐金融期貨將餘額存入其為無人申索資金維持的一般賬戶。
- HSBC Broking Futures will not pay interest on funds held in the general account for unclaimed funds. The Customer must provide HSBC Broking Futures with sufficient proof of identity, including the Customer's permanent address, and proof of entitlement before the Customer can recover their funds.
滙豐金融期貨不會就於無人申索資金一般賬戶中持有的資金支付利息。客戶須向滙豐金融期貨提供充足身份證明（包括客戶的永久地址）及配額證明後方可重獲資金。
- 10.7 **Remedies are Cumulative.** Except as provided in the Agreement, the rights, powers, remedies and privileges under the Agreement are cumulative and not exclusive of any rights, powers, remedies or privileges provided by law. A single or partial exercise of any right, power or privilege under the Agreement will not be presumed to preclude any subsequent or further exercise of that or any other right, power or privilege.
補救措施是累積性的。除非本合約另有規定，否則本合約中的各項權利、權力、補救措施及特權均是累積性的，而且並不排除法律規定的任何權利、權力、補救措施或特權。即使單獨或部分行使本合約中的任何權利、權力及特權，亦不會被視作其後不會行使或日後不會進一步行使該等權利、權力及特權或任何其他權利、權力及特權。
- 10.8 **Severability.** Each of the provisions in the Agreement is severable and distinct from the others and if at any time one (1) or more of such provisions shall become invalid or unenforceable, the validity, legality and enforceability of the remaining provisions in the Agreement shall not in any way be affected or impaired thereby.
可分割性。本合約的每一條款均可分割並與其他條款有區別；如於任何時間有一（1）條或多條條款無效或無法強制實施，本合約其餘條款的有效性、合法性及可實施性不得以任何方式受影響或損害。
- 10.9 **Assignment.** HSBC Broking Futures may transfer or assign any or all of its interests and obligations in or under the Agreement to any Affiliated Company. Interest or obligation in or under the Agreement may not be transferred or assigned by the Customer without the prior written consent of HSBC Broking Futures.
轉讓。滙豐金融期貨可移轉或轉讓本合約訂明的任何權益及義務予任何聯營公司。如事前未經滙豐金融期貨書面同意，客戶不得移轉或轉讓本合約訂明的任何權益或義務。
- 10.10 **Amendments.** No amendment, modification or waiver in respect of the Agreement by the Customer shall be effective unless agreed by HSBC Broking Futures in writing and deemed to be agreed by the Customer in accordance with this Clause C, 10.10. HSBC Broking Futures may make amendments to the Agreement and shall notify the Customer in accordance with Clause C, 12 ("Amendment Notification"). If the Customer objects to the amendment, the Customer must notify HSBC Broking Futures in accordance with Clause C, 12 hereof within the time prescribed by HSBC Broking Futures in the Amendment Notification. If no written objection is received from the Customer as aforementioned, the Customer is deemed to have accepted the amendment.
修訂。根據本條（第 C.10.10 條），客戶作出有關本合約的任何修訂、更改或棄權均須經滙豐金融期貨書面同意並視作已獲客戶同意，否則無效。滙豐金融期貨可修訂本合約，惟須根據第 C.12 條向客戶發出通知（「修訂通知」）。如客戶反對修訂，須根據本合約第 C.12 條於滙豐金融期貨在修訂通知中列明的時限內通知滙豐金融期貨。如沒有如上所述收到客戶的書面反對，客戶會被視作已接受修訂。

- 10.11 Waiver of Rights. A failure or delay by HSBC Broking Futures in exercising its right, power or privilege in respect of the Agreement shall not be deemed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be deemed to preclude any subsequent or further exercise of that right, power or privilege.
 放棄權利。滙豐金融期貨無法或延遲行使與本合約有關的任何權利、權力或特權，不得被視為放棄權利；即使單獨或部分行使任何權利、權力及特權，亦不會被視為其後不會行使或日後不會進一步行使該等權利、權力及特權。
- 10.12 Force Majeure. Neither of the Parties hereto shall be liable for any loss sustained by the other, directly or indirectly, if either Party is prevented from acting as a direct or indirect result of government restrictions, the imposition of emergency procedures or suspension of trading by any relevant exchange, clearing house or other market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes or other circumstances beyond that Party's control.
 不可抗力。如如因政府限制、任何有關交易所、結算所或其他市場實施緊急程序或暫停交易、民事騷亂、恐怖主義行為或威脅行為、自然災害、戰爭、罷工或任何一方無法控制的其他情況的直接或間接結果而使任何一方無法行事，該方毋須為另一方直接或間接蒙受的任何損失承擔責任。
- 10.13 Conflict of Interest. HSBC Broking Futures and its directors, employees, agents and Affiliated Companies may at any time trade as principals in Futures and Futures Options, on any exchange or market anywhere in the world, and in that connection:
 利益衝突。滙豐金融期貨及其董事、僱員、代理及聯營公司可隨時作為主人於世界任何地方的任何交易所或市場交易期貨及期權，而就此而言：
- (a) the Customer consents that without prior notice from HSBC Broking Futures, when HSBC Broking Futures sells or buys on behalf of the Customer, on any exchange or market anywhere in the world, HSBC Broking Futures' directors, employees, floor brokers, agents or the Affiliated Companies may, subject to Applicable Laws, buy or sell in the same market for an account in which HSBC Broking Futures or such other person has a direct or indirect interest;
 客戶同意，未經滙豐金融期貨事先書面通知，在滙豐金融期貨代表客戶於世界任何地方的任何交易所或市場出售或購買時，滙豐金融期貨的董事、僱員、出市經紀、代理或聯營公司可在適用法律規限下於滙豐金融期貨或其他人士擁有直接或間接權益的相同市場代為購買或出售；
 - (b) the Customer consents that HSBC Broking Futures or such other person may take the opposite position to the Customer's order, whether for HSBC Broking Futures' or such other person's account on behalf of other customers, provided that such transactions are executed competitively in accordance with Applicable Law; and
 客戶同意，滙豐金融期貨或有關其他人士可持與客戶指令相反的立場，不論代表其他客戶為滙豐金融期貨或有關其他人士的利益，前提是有關交易根據適用法律以具有競爭力的方式執行：及
 - (c) the Customer acknowledges and consents that HSBC Broking Futures, its directors, employees, agents and/or its Affiliated Companies may at any time (subject to Applicable Law) have an interest in a transaction undertaken by the Customer, including but not limited to: acting as agent for another party, acting as principal in selling its own property, receiving and retaining commission to other parties, executing a transaction with prior knowledge of other related transactions, being a holder, dealer or market maker in other investments purchased or sold by the Customer, or otherwise participating or having an interest in a transaction or its underlying assets.
 客戶承認及同意，滙豐金融期貨、其董事、僱員、代理及／或其聯營公司可隨時（以適用法律為限）於客戶進行的交易中擁有權益，包括但不限於：擔任另一人士的代理，擔任出售自身財產的主人，接收及保留其他人士的委託，執行事先獲悉附帶其他關連交易的交易，作為客戶所購買或出售的其他投資的持有人、交易商或莊家，或以其他方式參與某項交易或其相關資產或於其中擁有權益。
- 10.14 Third Party Rights. No person other than HSBC Broking Futures and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Agreement.
 第三方權益。除客戶和滙豐金融期貨外，概無任何其他人士擁有《合約（第三者權利）條例》所訂明有關強制執行本合約任何條款或享有本合約任何條款權益之權利。
- 10.15 Successors and Assigns. The Agreement shall enure for the benefit of HSBC Broking Futures, its successors and assigns and shall be binding upon the Customer and the Customer's successors, executors, administrators, legal representatives and assigns permitted pursuant to Clause C, 10.9.
 繼承人及受讓人。本合約須致使滙豐金融期貨、其繼承人及受讓人受益，並對客戶及客戶的繼承人、遺囑執行人、遺產管理人、法定代表及根據第 C.10.9 條獲批准的受讓具約束力。
- 10.16 The Agreement supersedes all prior representations, arrangement, understandings and agreements between the Parties to the Agreement (whether written or oral) relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the Parties hereto relating to the subject matter hereof.
 本合約取代雙方之前（不論書面或口頭）就有關本合約所載事項訂立的所有聲明、安排、理解及合約，並陳述締約雙方對有關本合約所載事項的全部完整及專屬的協定及理解。

11. Statement of Accounts

帳戶結單

- 11.1 Account Statements. HSBC Broking Futures shall send a statement to the Customer promptly following the execution of an order and a monthly statement which summarises entries in the account, including but not limited to, payment of any interest during the month. In the absence of manifest error, statements issued by HSBC Broking Future shall be conclusive and deemed to be accepted if not objected to in writing by the Customer within five (5) Business Days of such statements being dispatched to the Customer by HSBC Broking Futures. The Customer shall be deemed to have waived any such error in the absence of such notification.

戶口結單。滙豐金融期貨須於執行指令之後迅速向客戶發出日結單，並按月發出總結帳戶各個進項的月結單，包括但不限於在該月份支付的利息。如無明顯錯誤，在滙豐金融期貨未有於向客戶發出該等結單起計五（5）個營業日內收到客戶書面反對的情況下，該結單將被視為最終定論及已獲客戶接受如無發出書面反對，客戶將被視作棄權及不追究有關錯誤。

- 11.2 Conflict between Agreement and Account Statements. In the event of a conflict between the terms of the Agreement and any account statements, the terms of the Agreement shall prevail.

本合約與戶口結單之間之分歧。如本合約的條款與任何戶口結單的條款出現分歧，則以本合約的條款為準。

- 11.3 Customer's Undertaking and Acknowledgement. The Customer hereby acknowledges and agrees that:
- 客戶的承諾和確認。客戶茲確認和同意：

- (a) HSBC Broking Futures does not assume responsibility whatsoever for any interruption, delay or failure of mail services, loss of mail or third party interception of mail; and
滙豐金融期貨不會就郵遞服務的任何干擾、延誤或失效、郵件遺失或郵件被第三方截取而承擔任何責任；及

- (b) the Customer shall notify HSBC Broking Futures in writing of any change in particulars such as its correspondence address. Notwithstanding the effect of notices pursuant to Clause C, 12, the Customer acknowledges that HSBC Broking Futures shall require five (5) Business Days from the date of the relevant notice was received by HSBC Broking Futures to process the said change.
客戶資料（例如聯絡地址）如有任何變動，客戶須以書面方式通知滙豐金融期貨。即使已根據第C.12條發出通知，客戶確認，滙豐金融期貨需時五（5）個營業日（由滙豐金融期貨接獲有關通知當日起計）處理資料變動事宜。

12. Notices

通知

Save and except for the circumstances set out in Clause C, 9.6, or unless otherwise specified by HSBC Broking Futures to the Customer (in accordance with its internal policies from time to time), any notice, instruction or communication given under the Agreement shall be in writing or by email and must quote the Customer's account number, account name and any other information to the extent required by HSBC Broking Futures for authentication purposes unless explicitly waived in writing by HSBC Broking Futures.

除在第C.9.6條所載情況下，或除非滙豐金融期貨（根據其不時的內部通知政策）另行通知客戶，否則根據本合約發出的任何通知、指示或通訊均須以書面或電郵方式作出，並須引述客戶的戶口號碼、戶名和滙豐金融期貨為作核證所需的任何其他資料，惟滙豐金融期貨以書面方式明確豁免則作別論。

Any notice or other communication given under the Agreement shall be given in the manner described in the Agreement using the following details:

任何根據本合約發出的通知或其他通訊均須按照本合約所述方式，依據以下資料發出：

- (a) if to HSBC Broking Futures
如向滙豐金融期貨發出

- (i) in writing, delivered in person or sent by pre-paid post to Level 25, HSBC Main Building, 1 Queen's Road Central, Hong Kong;
以書面方式，親身送遞或以預付郵資方式寄往香港皇后大道中 1 號香港上海滙豐銀行總行大廈 25 樓；

- (ii) by email, to nettrader@hsbc.com.hk;
以電郵方式，電郵地址：nettrader@hsbc.com.hk；

- (iii) by phone, at (852) 2521 1661; and
以電話方式，電話號碼：(852) 2521 1661；及

- (iv) by fax, at (852) 2810 0145,
以傳真方式，傳真號碼：(852) 2810 0145，

- (b) if to the Customer
如向客戶發出
- (i) in accordance with the information provided by the Customer in the Account Opening Form and Customer Information Statement and any updated information in HSBC Broking Futures' records; or
根據客戶在開戶表格和客戶資料聲明書中提供的資料及在滙豐金融期貨最新的資料；或
 - (ii) such other address fifteen (15) days prior written notice of the use of which has been given to the other Party to the Agreement in accordance with the provision of this Clause.
一方按照本條規定已經提前十五（15）日以書面通知本合約另一方的其他地址。

Any such notice shall take effect if delivered in person, at the time of delivery, if sent by post, two (2) days after dispatch in the case of local Hong Kong post and ten (10) days after dispatch in the case of overseas post, if by email, on the date it is delivered, if by telephone, at the time of the telephone call, and if by fax, twenty four (24) hours after the times of dispatch.

該等通知的生效日期視乎發出的方式而定，現載列如下：如以親身送遞方式，於送遞當時；如以香港本地郵件方式寄交，於投寄後兩（2）日；如以海外郵件方式寄交，於投寄後十（10）日；如以電郵方式，於電郵發出當日；如以電話方式，於致電當時；如以傳真方式，傳送後二十四（24）小時即為通知的生效時間。

The Customer confirms that it has considered and acknowledges its understanding of the possible risks inherent in the giving of a notice, instruction or communication under the Agreement by email. Such risks include instructions given by email may be intercepted, may never reach the intended recipient and may be transmitted to the wrong recipient and may thereby become known to third parties thus losing their confidential nature. HSBC Broking Futures accept no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage, or cost arising or incurred by the Customer as a result of or in connection with any such circumstances or the giving of any instructions by email. The Customer is and continues to be solely responsible for making its own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, the Customer should not give instructions by email unless they are prepared to undertake such risks and is satisfied in all respects with regard to such method of instruction.

客戶證實，已經考慮和確認了解以電郵方式發出本合約訂明的通知、指示或通訊的潛在固有風險。有關風險包括以電郵方式發出的通知可能會被截取、可能永遠無法傳送到擬定的收件人、可能傳送到錯誤的收件人並被第三方得悉，且因而無法保密。滙豐金融期貨對任何該等情況或客戶因任何該等情況或以電郵方式發出任何指示而出現或招致的任何行動、索賠、損失、損害或成本概不承擔任何責任。客戶目前和日後將繼續自行負責就發出任何該等指示而招致的任何潛在風險作獨立評估和評核。因此，除非客戶已準備承擔有關風險或在各方面均遵從發出指示的方法，否則不應以電郵方式發出指示。

13. Electronic Notifications

電子提示

- 13.1 Interpretation. In this Clause C, 13, "telecommunications equipment" includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

定義。在本第C.13條，「電訊設備」包括手提電話、手提電腦、桌面個人電腦、掌上型電腦、個人數碼助理及任何其他電子媒體或設備。

- 13.2 Electronic Notifications. The Customer authorises HSBC Broking Futures to send information and communications electronically by way of short message service messages or email ("Electronic Notifications") to the Customer's appropriate telecommunications equipment from time to time in respect of matters relevant to the Customer's account and the availability of services provided pursuant to these Terms of Business. The range of such Electronic Notifications available may vary depending on the country in which the Customer is located or with which the Customer has connections.

電子提示。客戶授權滙豐金融期貨不時就客戶戶口相關事宜並因應根據本商業條款提供服務的可供使用情況，向客戶的適當電訊設備以電子形式發出短訊息或電郵（「電子提示」）。提供給客戶的電子提示服務的範圍可能會根據客戶所在的國家或與客戶有關聯的國家而有所不同。

- 13.3 Opt-Out. The Customer may opt out from receiving Electronic Notifications where permitted by HSBC Broking Futures. For example, the Customer is not permitted to opt out from Electronic Notifications sent in order to satisfy a legal or regulatory requirement that applies to HSBC Broking Futures.

拒絕收取。若滙豐金融期貨許可，客戶可選擇拒絕收取任何電子提示。例如客戶不得拒絕收取滙豐金融期貨因法律或監管要求而發出的任何電子提示。

- 13.4 Use of Electronic Notifications
使用電子提示服務

- (a) HSBC Broking Futures may restrict the number of telecommunications equipment which the Customer uses to receive Electronic Notifications;
滙豐金融期貨可限制客戶用作收取電子提示的電訊設備的數目；

- (b) To use the Electronic Notifications, the Customer is solely responsible for:
為享用電子提示服務，客戶須自行為下列事宜負責：

- (i) paying the fees, charges and expenses for the Customer's telecommunications equipment and the services provided by the Customer's telecommunications service provider; and
就客戶的電訊服務供應商提供的電訊設備及相關服務繳付費用、收費及開支；及
- (ii) complying with the terms and conditions governing the Customer's telecommunications equipment and the services provided by the Customer's telecommunications service provider from time to time.
遵守不時規管由客戶的電訊服務供應商提供的電訊設備及相關服務的條款及細則。

13.5 Nature of information provided through Electronic Notifications
以電子提示服務提供的資料的性質

- (a) Any information provided to the Customer through Electronic Notifications is for the Customer's personal reference only. HSBC Broking Futures is not bound by the information and such information is not proof of any matter it describes or relates; and
任何以電子提示服務提供的資料僅供客戶參考。滙豐金融期貨不受該等資料約束，該等資料亦非其所表述或與其相關的事宜的證明；及
- (b) The information provided to the Customer through Electronic Notifications may be provided to HSBC Broking Futures by other persons or compiled by HSBC Broking Futures based on materials provided by other persons. HSBC Broking Futures does not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence or completeness of any information provided to the Customer through Electronic Notifications, or whether it is fit for any purpose. The Customer should not rely on such information as investment advice or for trading purpose. The Customer is solely responsible for verifying such information before using it for any purpose. HSBC Broking Futures is not liable in any manner to the Customer or any other person for using such information for any purpose.
就滙豐金融期貨以電子提示服務提供予客戶的資料，可能由其他人士向滙豐金融期貨提供或本行根據其他人士的材料編製而成。就本行以電子提示服務提供予客戶的任何資料的準確度、可靠度、充足程度、及時程度、次序或完整性，或其是否適合任何用途，滙豐金融期貨不作出陳述或保證。客戶不應依賴該等資料作投資建議或用作進行買賣。客戶在使用該等資料作任何目的之前須自行負責核實該等資料。就客戶或任何其他人士使用該等資料作任何目的，滙豐金融期貨在任何方面無須負責。

13.6 Notifications
提示

- (a) The Customer should ensure that its mobile phone and other telecommunications equipment and related services are capable of receiving Electronic Notifications;
客戶應確保手提電話及其他電訊設備及相關服務能收取電子提示；
- (b) HSBC Broking Futures only sends an Electronic Notification once and will not re-send it;
滙豐金融期貨就每個電子提示只發送一（1）次；
- (c) The Customer should never respond to a request received through an Electronic Notification to provide its password or account or security details, even if the request appears to be sent by HSBC Broking Futures. HSBC Broking Futures will never make such request;
客戶切勿回應有關以電子提示提供客戶的密碼、戶口或保安資料詳情的要求，即使該要求看似是由滙豐金融期貨以電子提示服務發送。滙豐金融期貨絕不會提出該等要求；
- (d) The Customer should check the telephone number, email address or website address of the sender of an Electronic Notification to ensure that the Electronic Notification is genuine and sent by us. The Customer should not reply to an Electronic Notification that does not appear to be genuine;
客戶應檢查電子提示發送人的電話號碼、電郵地址或網站地址，以確保電子提示屬真確及由滙豐金融期貨發送。客戶不應回覆有可疑的電子提示；
- (e) The Customer should never provide its account or personal data on screen following a website hyperlink from an Electronic Notification. All website hyperlinks authorised by HSBC Broking Futures are for the Customer's information only and HSBC Broking Futures will not require the Customer to provide data in that manner;
客戶切勿跟隨電子提示所載的網站超連結，在屏幕上提供客戶的戶口或個人資料。滙豐金融期貨接納的所有網站超連結只供客戶參考，滙豐金融期貨不會要求客戶透過網站超連結提供該等資料；
- (f) Electronic Notifications may not be encrypted and may not be free of virus, interception or tampering. Electronic Notifications may be routed through overseas networks (eg where the Customer is outside Hong Kong or the Customer uses an email service provider located outside Hong Kong) whose security cannot be guaranteed;
電子提示可能未經加密保護，也未必不帶有病毒、不可被攔截或修改。電子提示可能經海外網絡傳送（例如客戶身處香港以外或客戶的電郵供應商處於香港以外），故安全性無法保證；及

- (g) The Customer should inform HSBC Broking Futures as soon as reasonably practicable if any Electronic Notification or website hyperlink appears to be irregular.
如任何電子提示或網站超連結出現異常情況，客戶須於合理可行的範圍內盡快通知滙豐金融期貨。
- 13.7 Security
保安**
- (a) The Customer must keep its telecommunications equipment under personal control and keep its password, account and security details secret. The Customer must take all reasonable precautions to prevent loss, theft or unauthorised or fraudulent use of its telecommunications equipment, its password, account, security details or other confidential information;
客戶必須小心保管客戶的電訊設備，及把客戶的密碼、戶口或保安詳情保密。客戶必須採取所有合理的預防措施，防止客戶的電訊設備、客戶的密碼、戶口或保安詳情或其他機密資料遺失、被竊或被未經授權或為欺詐意圖使用；
- (b) The Customer should re-set any pre-set SIM Card PIN Code. The Customer should use its SIM Card PIN Code on its mobile phone as a security measure. The Customer should also re-set its SIM Card PIN Code if the Customer knows or suspects that any other person knows it. The Customer should avoid numbers that are easy to guess when the Customer chooses its SIM Card PIN Code;
客戶應重設任何預設的 SIM 卡個人密碼。客戶應使用客戶的手提電話上的 SIM 卡個人密碼作為保安措施。如發現或懷疑任何其他人士知道客戶的 SIM 卡個人密碼，客戶亦應重設 SIM 卡個人密碼。選擇客戶的 SIM 卡個人密碼時，客戶應避免使用易於猜測的數字；
- (c) The Customer should not tell any other person its SIM Card PIN Code. The Customer should not keep a written record of it in any way that may enable another person to use it;
客戶切勿向任何人士告知客戶的 SIM 卡個人密碼。客戶切勿把該 SIM 卡個人密碼寫下，讓他人可使用 SIM 卡個人密碼；
- (d) The Customer should only use secure private email sites with the protection of a password. The Customer should keep its password secret and avoid choosing passwords that are easy to guess; and
客戶只應使用保安嚴密並受密碼保護的私人電郵網站。客戶應把密碼保密，並避免使用容易被人猜中的密碼；及
- (e) The Customer must inform HSBC Broking Futures as soon as reasonably practicable of any matter which may affect the Customer's using or our providing the Electronic Notifications. These matters include:
如任何事宜可能影響客戶使用或滙豐金融期貨提供電子提示服務，客戶必須在合理可行的範圍內盡快通知滙豐金融期貨。該等事宜包括：
- (i) the Customer knows or suspects that any other person knows its SIM Card PIN Code, nick-name of any account or password;
客戶知道或懷疑任何人士知道客戶的 SIM 卡個人密碼、任何戶口的綽號或密碼；
 - (ii) the Customer knows or suspects that any other person uses its telecommunications equipment or accesses its information without authorisation;
客戶知道或懷疑任何人士未經授權使用客戶的電訊設備或取得客戶的資料；
 - (iii) the Customer's mobile phone is lost or stolen;
客戶的手提電話遺失或被竊；
 - (iv) the Customer changes its mobile phone number or email address; and
客戶更改手提電話號碼或電郵地址；及
 - (v) the Customer's contract with the relevant telecommunications service provider is terminated for any reason.
客戶與相關的電訊服務供應商的合約因任何原因被終止。
- 13.8 Service Providers supporting the Electronic Notifications.** HSBC Broking Futures may use any person (including any telecommunications service provider or other independent service provider) for supporting the Electronic Notifications. That person is not HSBC Broking Futures' agent or nominee and HSBC Broking Futures has no cooperation, partnership, joint venture or other relationship with it. HSBC Broking Futures is not liable for any action, claim, loss, damage or liability of any nature which the Customer may suffer or incur arising from or in connection with any act or omission of that person.
支援電子提示的服務供應商。滙豐金融期貨可為支援電子提示所需而任用任何人士（包括任何通訊服務供應商或其他獨立服務供應商），而有關人士並非滙豐金融期貨的代理或代名人，且滙豐金融期貨與該人士並無任何合作、合夥、合營或其他關係。滙豐金融期貨對客戶因該人士作出或不作出任何行動而蒙受或招致的任何性質的行動、索賠、損失、損害或負債概不承擔任何責任。
- 13.9 Limitation of Liability
責任限制**

- (a) Without limiting or reducing the effect of other clauses in these Terms of Business, except as set out in Clause C, 13.9(b), HSBC Broking Futures is not liable for loss, damage or expense of any kind (including international data charges incurred when receiving Electronic Notifications outside Hong Kong) which the Customer may incur or suffer arising from or in connection with the following (or any of them):
在不限制或削弱其他條款效力的情況下，客戶因下列（或其中任何一個）情況或與之有關而可能招致或蒙受的任何種類損失、損害或開支（包括因在香港以外地區收取電子提示而招致的國際數據收費），滙豐金融期貨無須向客戶負責，但條款第 C.13.9 (b) 條所載則除外：
- (i) any failure or delay in HSBC Broking Futures sending Electronic Notifications for any reason (including as a result of failure or error of any computer or electronic system or equipment);
滙豐金融期貨因任何原因未有或延遲提供電子提示（包括因任何電腦或電子系統或設備的故障或錯誤）；
 - (ii) any error or omission in the Electronic Notifications;
電子提示中有任何錯誤或遺漏；
 - (iii) any disclosure of confidential information; and
任何機密資料被披露；及
 - (iv) any interception, loss or damage to the Customer's data, software, telecommunications equipment or other equipment arising from or in connection with the receipt of Electronic Notifications by the Customer;
因或有關客戶使用電子提示服務而引致客戶的資料、軟件、電訊設備或其他設備有任何損失或損害；
- (b) If it is proved that the events in paragraph (a) above was caused by wilful default of (i) HSBC Broking Futures, (ii) HSBC Broking Futures' agents or nominees, or (iii) HSBC Broking Futures' officers or employees or that of HSBC Broking Futures' agents or nominees, then HSBC Broking Futures will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such wilful default;
如上述第 (a) 段的事件證實是因 (i) 滙豐金融期貨、(ii) 滙豐金融期貨的代理或代名人或 (iii) 滙豐金融期貨的職員或僱員或滙豐金融期貨的代理或代名人的職員或僱員故意失責所引致，本行會就客戶直接及純粹因該等故意失責而招致或蒙受的直接及合理可預見的任何損失及損害負責；
- (c) HSBC Broking Futures is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of any interruption, delay or failure (whether total or partial) in providing Electronic Notifications to the Customer to the extent that it is attributable to any cause or circumstance that is beyond HSBC Broking Futures' reasonable control or the reasonable control of HSBC Broking Futures' agents or nominees;
滙豐金融期貨向客戶提供的電子提示服務出現任何干擾、延誤或失誤（不論屬全面或局部），如屬於滙豐金融期貨或滙豐金融期貨的代理或代名人的合理控制以外的原因或情況造成，則滙豐金融期貨無須對客戶因而招致或蒙受的任何種類的任何損失、成本或損害負責；
- (d) (i) If HSBC Broking Futures believes a communication sent through Electronic Notifications does not reach the Customer, HSBC Broking Futures may re-send it to the contact details the Customer provided in accordance with the procedures for re-sending Electronic Notifications set by HSBC Broking Futures from time to time. If HSBC Broking Futures believes a communication re-sent through Electronic Notifications does not reach the Customer, HSBC Broking Futures may in HSBC Broking Futures' discretion stop sending any further communication through Electronic Notifications; and
如滙豐金融期貨認為以電子提示發送的通訊未能送達客戶，滙豐金融期貨可按滙豐金融期貨就重發電子提示不時設定的程序及客戶向滙豐金融期貨提供的聯絡詳情重發電子提示。如滙豐金融期貨認為以電子提示服務重發予客戶的通訊未能送達客戶，滙豐金融期貨可酌情停止以電子提示發送任何其他通訊；及
- (ii) The Customer is considered as having received a communication sent or re-sent through Electronic Notifications to the contact details the Customer provided;
滙豐金融期貨以電子提示服務按客戶提供的聯絡詳情發送或重發通訊予客戶後，客戶即被視為已收到有關通訊；
- (e) (i) Except as set out in Clause C, 13.9(e)(ii), the Customer will indemnify and reimburse (1) HSBC Broking Futures, (2) HSBC Broking Futures' agents and nominees, and (3) HSBC Broking Futures' officers and employees and that of HSBC Broking Futures' agents or nominees for all actions, proceedings and claims which may be brought by or against HSBC Broking Futures or them, and for all losses, damages and reasonable costs and expenses which HSBC Broking Futures or they may incur or suffer as a result of or in connection with the provision of Electronic Notifications. This indemnity will continue after the termination of Electronic Notifications; and

就因或有關客戶使用或滙豐金融期貨提供電子提示服務而引致（1）滙豐金融期貨、（2）滙豐金融期貨的代理及代名人及（3）滙豐金融期貨職員及僱員及滙豐金融期貨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（不論由滙豐金融期貨或彼等提出，或對滙豐金融期貨或彼等提出），及所有損失、損害及合理的成本及開支，客戶均須對滙豐金融期貨及彼等作出彌償及付還，但第 C.13.9 (e) (ii) 條所載則除外。即使電子提示服務被終止後，本彌償仍繼續有效；及

- (ii) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause C, 13.9(e)(i) was caused by wilful default of (1) HSBC Broking Futures, (2) HSBC Broking Futures' agents or nominees, or (3) HSBC Broking Futures' officers or employees or that of HSBC Broking Futures' agents or nominees, then the Customer is not liable under Clause C, 13.9(e)(i) to the extent that it is direct and reasonably foreseeable arising directly and solely from such wilful default.
如第 C.13.9 (e) (i) 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（1）滙豐金融期貨、（2）滙豐金融期貨的代理或代名人或（3）滙豐金融期貨的職員或僱員或滙豐金融期貨的代理或代名人的職員或僱員的疏忽或故意失責所引致，客戶無須在第 C.13.9 (e) (i) 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。
- 13.10 Conflict between Contract Notes and Accounts Statements, and Electronic Notifications. The Electronic Notifications are in addition to, and do not replace, contract notes and account statements provided to the Customer pursuant to Clause C, 11 and Clause C, 14. In the event of a conflict between any Electronic Notification and any contract note or account statement, the contract note or account statement shall prevail.
成交單據和戶口結單與電子提示之間相抵觸。電子提示乃附加於根據條款第 C.11 條和條款第 C.14 條向客戶發出的成交單據和戶口結單，並非取代有關單據和結單。如任何電子提示與任何成交單據或戶口結單之間相抵觸，概以成交單據或戶口結單為準。
- 13.11 Variation or Termination of Electronic Notifications. HSBC Broking Futures may, without prior notice, vary the types of Electronic Notifications it may send to the Customer, provide limited Electronic Notifications or stop sending Electronic Notifications to the Customer at its sole discretion without being liable to the Customer.
改變或終止電子提示。滙豐金融期貨可無須通知並改變向客戶發出電子提示的種類、提供有限度電子提示或停止向客戶發出電子提示而無須就此負責。

14. Electronic Statement

電子結單

- 14.1 Request for Electronic Statement. The Customer may elect to receive daily activity statements and monthly activity statements via electronic mail to an electronic mail address designated by the Customer and such request must be made in writing and is effective only upon HSBC Broking Futures' receipt of said request and an electronic mail address designated by the Customer.
要求電子結單。客戶可選擇透過電郵以客戶指定的電郵地址收取每日交易結單和每月交易結單，此類要求須以書面方式發出，該要求並須於滙豐金融期貨收到有關要求及客戶指定的電郵地址後，方可生效。
- 14.2 Customer's Undertaking and Acknowledgement. By requesting HSBC Broking Futures to send daily activity statements and monthly activity statements to the Customer via electronic mail pursuant to Clause C, 14.1, the Customer hereby acknowledges and agrees that:
客戶的承諾及確認。如客戶根據第 C.14.1 條要求滙豐金融期貨透過電郵發出每日交易結單和每月交易結單，即表示客戶確認並同意：
(a) HSBC Broking Futures does not assume any responsibility whatsoever for any interruption, loss of or corruption to data, third party interception or hacking, delay or failure in electronic transmission;
滙豐金融期貨對電子傳送出現的任何干擾、資料流失或訛誤、第三方干擾、黑客入侵、延誤或失誤情況概不承擔任何責任；
(b) the Customer has responsibility to ensure that its software system is compatible to that of HSBC Broking Futures;
客戶有責任確保其軟件系統能與滙豐金融期貨的軟件系統相容；
(c) electronic transmission of Customer's daily activity statements and monthly activity statements shall be automatically suspended by HSBC Broking Futures if any daily statement or monthly activity statement is returned to HSBC Broking Futures after delivery trials in two (2) consecutive statement days. The returned daily activity statements, and monthly activity statements shall be re-sent to the Customer by post thereafter. All subsequent daily activity and monthly activity statements will be sent by post thereafter; and
如滙豐金融期貨連續兩（2）個結單日嘗試以電子方式傳送的每日交易結單和每月交易結單均被退回，滙豐金融期貨將自動終止傳送每日交易結單和每月交易結單。退回的每日交易結單和每月交易結單隨後將以郵寄方式再寄給客戶。此後，所有每日交易結單和每月交易結單將以郵寄方式寄給客戶；及

- (d) the Customer shall notify HSBC Broking Futures in writing of any change in particulars such as its electronic mail address. Notwithstanding the effect of notices pursuant to Clause C, 12, the Customer acknowledges that HSBC Broking Futures shall require five (5) Business Days from the date of the relevant notice was received by HSBC Broking Futures to process the said change.
 客戶須以書面通知滙豐金融期貨有關其電郵地址的任何更改。儘管第 C.12 條載有有關通知生效時間的規定，客戶確認，滙豐金融期貨需時五（5）個營業日（由滙豐金融期貨接獲有關通知當日起計）處理資料變動事宜。

15. Representations and Warranties 聲明及保證

- 15.1 The Customer hereby warrants, represents and undertakes the following to HSBC Broking Futures on the date of the Customer Agreement and throughout the currency of the Agreement:
 客戶茲向滙豐金融期貨保證、聲明及承諾，在客戶合約簽訂日期及本合約有效期間，以下事項均屬有效：
- (a) the Customer is entering into the Agreement as principal and is not acting on behalf of another person unless HSBC Broking Futures is notified otherwise in writing;
 除非客戶另行以書面方式通知滙豐金融期貨，否則客戶是作為主人簽訂本合約而並非代表他人簽訂本合約；
 - (b) the Customer shall be solely responsible for compliance with Applicable Law and undertakes not to engage in any conduct that will cause the Customer, HSBC Broking Futures, its agents, employees or Affiliated Companies to be in breach of Applicable Law, and shall indemnify HSBC Broking Futures in respect of all losses, claims, damages and liabilities as a result of any breach of this Clause;
 客戶須自行負責遵守適用法律，以及承諾不會涉及導致客戶、滙豐金融期貨、其代理、僱員或聯營公司觸犯適用法律的任何行為，並須賠償滙豐金融期貨因其違反本條規定而導致的所有損失、索賠、損害及責任；
 - (c) the Customer shall operate the account by giving orders himself/itself. In the case of a corporate customer, or if the Customer appoints another person to give orders on his/its behalf, the Customer shall provide the name(s), address(es) and other required details of the person(s) so appointed to HSBC Broking Futures and complete a Trading Authorisation;
 客戶須親自發出指令以運作戶口。如為公司客戶或如客戶委派另一人代其發出指令，客戶須向滙豐金融期貨提供該（等）人士的姓名、地址及其他所須資料予滙豐金融期貨，並須填妥交易授權書；
 - (d) in relation to a corporate customer, the Customer is a duly incorporated company and has the full power and authority to carry on, undertake, conduct and engage in activities mentioned in the Agreement and to own property and other assets and to enter into and perform its duties and obligations as contained in the Agreement, and that all necessary shareholders and board and other actions to enable the Customer to execute, deliver and perform the same have been taken according to its constitution, and the Customer has obtained and shall maintain in full force and effect any necessary consents, licences and authorities;
 就公司客戶而言，客戶須為正式註冊成立的公司，且有全面權力及權限進行、承擔、處理及參與本合約所述的活動、擁有其財產及其他資產，以及達成及執行本合約所載的責任及義務，而且已按照公司憲章採取所有必需的股東、董事局及其他行動，使客戶能夠行使、進行及執行上述活動，客戶亦已取得所有有關的同意書、執照及授權，並須維持有關同意書、執照及授權具全面效力和全面生效；
 - (e) the Customer shall maintain a copy of the Agreement, correspondence provided by HSBC Broking Futures, (including but not limited to contract notes, daily and monthly activity statements) and evidence of its authorisation in its books and records (in relation to a corporate customer, at its principal place of business);
 客戶須在本身的賬冊和記錄中保存本合約、滙豐金融期貨提供的通信（包括但不限於成交單據、每日交易結單及每月交易結單）及授權的證明等文件的副本；如為公司客戶，須保存於主要營業地點；
 - (f) in relation to a corporate customer, the Customer's board of directors by resolution has approved the Agreement and authorised any of its director(s) and/or certain individual(s) to act on its behalf to execute and deliver the Agreement to HSBC Broking Futures and the said resolution authorises named individuals to act on behalf of the Customer to enter orders through and give other instructions to, HSBC Broking Futures verbally by telephone, or in writing;
 就公司客戶而言，客戶的董事局已通過決議案批准本合約，並授權其任何董事及／或某（些）個人代表其向滙豐金融期貨簽立及履行本合約；上述決議案乃授權列名的個人代表客戶行事，以電話或書面方式透過滙豐金融期貨達成指示及向滙豐金融期貨發出其他指示；
 - (g) the Agreement has been validly executed by the Customer and constitutes a valid and legally binding agreement on the Customer enforceable in accordance with its terms; and

本合約已經由客戶有效地簽署，對客戶構成一項有效及具法律約束力的合約，並可按照其條款強制執行；及

- (h) the Agreement and its performance and the obligations provided in the Agreement do not and will not:

本合約、本合約的履行及本合約所載的各項義務均不，並且將不會：

- (i) contravene any Applicable Law; or
違反任何適用法律；或

- (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound; or
抵觸或導致違反客戶作為締約方、客戶須遵守或客戶的任何財產受其約束的任何協議或其他文件條款，或構成違反任何該等協議或文件；或

- (iii) (in the case of a corporate customer) contravene or conflict with any provision of the Customer's Memorandum and Articles of Association or Articles of Incorporation or By-Laws or other constitutional documents as appropriate and as the case may be.
(就公司客戶而言)違反或抵觸客戶的組織章程大綱及細則、註冊章程、公司細則或其他憲章文件（視適用情況而定）的任何條文。

- 15.2 The Customer hereby warrants, represents and undertakes the following to HSBC Broking Futures on the date of the Account Opening Form and Customer Information Statement and throughout the currency of the Agreement:

客戶茲向滙豐金融期貨保證、聲明和承諾，於開戶表格和客戶資料聲明書的日期和本合約有效期間：

- (a) the Account Opening Form and Customer Information Statement shall form an integral part of the Customer Agreement;
開戶表格和客戶資料聲明書乃客戶合約之重要部份；

- (b) the Customer understands that suitability assessments (where applicable) would be made by HSBC Broking Futures based on information including without limitation, financial situation, investment experience and investment objectives provided by the Customer. The Customer agrees that the product suitability assessment will be adversely affected if such information provided by the Customer is not up-to-date, untrue, incomplete or inaccurate for which HSBC Broking Futures would not assume any responsibilities or liabilities;
客戶明白，滙豐金融期貨將根據客戶提供的資料（包括但不限於財務狀況、投資經驗及投資目標）進行適宜性評估（如適用）。客戶同意，如該等由客戶提供的資料非最新、不真實、不完整或不準確，產品的適宜性評估可能受到不利影響，滙豐金融期貨不會對此承擔任何責任或債務；

- (c) the Customer agrees and accepts that in no circumstances will HSBC Broking Futures or any of their nominees, custodians and/or agents be under any obligation or responsibility to apply for, or assist in the application for, any tax refund, tax concession, tax differences reclaim, preferential tax treatment or the like, including any tax credit or refund or a reduced tax rate or preferential tax treatment on interest, dividend, or any other distribution, proceeds or gains from any investment or transaction and any tax differences reclaim as a result of any change of nationality or domicile or tax residency (collectively, "Tax Reclaim Arrangement") that may be available to the Customer. The Customer agrees and accepts that neither HSBC Broking Futures nor their nominees, custodians and/or agents shall be held liable for the loss of Tax Reclaim Arrangement or any other losses, damages, costs and/or expenses incurred or suffered by the Customer in this regard; and
客戶同意及接受，在任何情況下，滙豐金融期貨或其任何代名人、託管人及／或代理均沒有義務或責任就客戶可能享有的任何退稅、稅項減免、索回稅款差額、特惠稅項待遇或類似優惠（包括任何稅項抵免、退稅、降低稅率、有關任何投資或交易而產生的利息、股息或任何其他分派、收益或增益的特惠稅項待遇及因國籍、居住地或稅收居民身分轉變而產生的索回稅款差額（統稱「稅務索回安排」）提出申請或就有關申請提供協助。客戶同意及接受，滙豐金融期貨或其代名人、託管人及／或代理均不會就失去稅務索回安排或客戶就此而招致或蒙受的任何其他損失、損害、成本及／或開支承擔任何責任；及

- (d) the Account Opening Form and Customer Information Statement and any supporting documents (and, in the case of the Information Statement for Other Relevant Person(s), to procure the relevant person to warrant, represent and undertake that the relevant documents) are up-to-date, true, complete and accurate, on the date of the Customer Agreement, and the Customer shall forthwith notify HSBC Broking Futures upon any changes in the information provided by the Customer and provide HSBC Broking Futures with the relevant information. Until and unless the Customer provides such notification and updated information, HSBC Broking Futures shall be entitled to rely fully on such information for all purposes and the Customer authorises HSBC Broking Futures to verify the same from any source it may deem fit.

開戶表格和客戶資料聲明書以及任何相關證明文件（如為其他相關人士資料聲明書，則促使相關人士保證、聲明和承諾相關文件）在客戶合約簽訂當日是最新、真實、完整及準確的；如客戶提供的資料有任何更改，客戶須立即通知滙豐金融期貨，並向滙豐金融期貨提供有關資料。直至及除非客戶提供該等通知及更新資料，在此之前，滙豐金融期貨有權在各方面完全依據該等資料，而客戶授權滙豐金融期貨在其認為適當的情況下查看資料來源以核實有關資料。

16. Joint Tenants (only applicable if the account is opened in the name of two or more individuals as joint tenants)

聯權共有人（只適用於由兩名或以上個人作為聯權共同人開立的戶口）

Unless otherwise agreed in writing between HSBC Broking Futures and each joint tenant, each joint tenant hereby confirms, agrees and declares as follows:

除非滙豐金融期貨與每位聯權共有人另有書面協定，每位聯權共有人茲確認、同意並聲明如下：

- 16.1 He has entered into the Agreement as joint tenants with a right of survivorship.
他作為聯權共有人訂立本合約，享有生存者取得權。

- 16.2 The liabilities of each joint tenant under the Agreement shall be joint and several, and HSBC Broking Futures shall have a lien on the property (including without limitation the account(s)) of each joint tenant. For the avoidance of doubt, where HSBC Broking Futures claims the rights of set-off under these Terms of Business, the credit balance in the Customers' account may be set-off against the debit balance in other accounts held by one (1) or more of the joint tenants.

每位聯權共有人在本合約規定下的債務均為共同及各別債務，而滙豐金融期貨對每位聯權共有人的財產（包括但不限於其帳戶）均享有留置權。為免產生疑問，如滙豐金融期貨要求行使本商業條款訂明的抵銷權，客戶戶口中的貸記結餘可用以抵銷一（1）位或多為聯權共有人所持其他戶口中的借記結餘。

- 16.3 HSBC Broking Futures' lien shall be additional to the rights and remedies of HSBC Broking Futures pursuant to the Agreement.
滙豐金融期貨的留置權須附加於滙豐金融期貨遵照本合約所享有的權利及補救措施之上。

- 16.4 Each of the joint tenants severally shall have the authority to give trading instructions, exercise all rights, powers and discretion pursuant to the Agreement on behalf of the other joint tenant(s).
每位聯權共有人均有權各別地發出買賣指示，以及代表其他聯權共有人遵照本合約行使各項權利、權力及酌情權。

- 16.5 Upon the death of any one (1) of the joint tenants, the following provisions shall be applicable:
如任何一（1）位聯權共有人身故，下列條文即屬適用：

- (a) HSBC Broking Futures may, in its absolute discretion, treat the death of such joint tenant as a default under the Agreement and take such action as HSBC Broking Futures shall deem fit, or accept and treat the instructions of the surviving joint tenant(s) as an affirmation of the validity of the Agreement;

滙豐金融期貨可自行酌情決定將聯權共有人身故視為本合約訂明的違約，並採取滙豐金融期貨認為適當的行動，或接受及視尚存聯權共有人的指示為本合約有效性的確認；

- (b) the estate of the deceased joint tenant shall have no interest in any property held by HSBC Broking Futures on behalf of the surviving joint tenant(s) as at the date of the deceased Customer's death or at any time thereafter;

逝世聯權共有人的遺產在滙豐金融期貨於該逝世客戶身故之日或此後任何時間代表尚存聯權共有人持有的任何財產中不再擁有任何權益；

- (c) the estate of the deceased joint tenant shall remain liable, jointly and severally with the surviving joint tenant(s), for any Deficit or any losses, costs and expenses (including legal costs) suffered or incurred by HSBC Broking Futures in relation to the Agreement and the matters contemplated in the Agreement, which exists at the date of the deceased joint tenant's death;

該逝世聯權共有人的遺產仍須為於其身故之日起已存在的任何虧損額或滙豐金融期貨就本合約及本合約中預期事項而蒙受或招致的任何損失、費用及支出（包括法律費用），與尚存聯權共有人共同及各別地作出承擔；

- (d) the surviving joint tenant(s) shall immediately notify HSBC Broking Futures of the death of any one (1) of them; and

如有任何一（1）名聯權共有人身故，尚存聯權共有人須立即通知滙豐金融期貨；及

- (e) the executor or administrator of the deceased joint tenant or the surviving joint tenant(s), as the case may be, shall produce and deliver to HSBC Broking Futures the original or a properly certified true and complete copy of the death certificate, tax waivers and any other relevant documents in relation to the death of the deceased joint tenant as HSBC Broking Futures may in its absolute discretion require.

逝世聯權共有人的遺囑執行人或遺產管理人或尚存聯權共有人（視情況而定），須向滙豐金融期貨出示及交付滙豐金融期貨可自行酌情要求並與逝世聯權共有人的身故有關的死亡證、稅收豁免證明書及任何其他有關文件的正本或經恰當地核證為真實及完整的副本。

17. Tenancy In Common (only applicable if the account is opened in the name of two or more individuals as tenants in common)

分權共有人（只適用於由兩名或以上個人作為分權共同人開立的戶口）

Unless otherwise agreed in writing, each tenant in common hereby confirms, agrees and declares as follows:

除非另有書面協定，每位分權共有人茲確認、同意並聲明如下：

- 17.1 Each tenant in common has entered into the Agreement as a tenants-in-common.
每位分權共有人乃作為一位分權共有人訂立本合約。

- 17.2 The liabilities of each tenant in common under the Agreement shall be joint and several, and HSBC Broking Futures shall have a lien on the property (including without limitation the trading accounts) of each Customer. HSBC Broking Futures' lien shall be additional to the rights and remedies of HSBC Broking Futures pursuant to the Agreement. For the avoidance of doubt, where HSBC Broking Futures claims the rights of set-off under these Terms of Business, the credit balance in the Customers' account may be set-off against the debit balance in other accounts held by one (1) or more of the tenants in common.

每位分權共有人在本合約規定下的債務均為共同及各別債務，而滙豐金融期貨對每位客戶的財產（包括但不限於交易戶口）均享有留置權。滙豐金融期貨的留置權須附加於滙豐金融期貨遵照本合約所享有的權利及補救措施之上。為免產生疑問，如滙豐金融期貨要求行使本商業條款訂明的抵銷權，客戶戶口中的貸記結餘可以用以抵銷一（1）位或多位分權共有人所持其他戶口中的借記結餘。

- 17.3 Each tenant in common severally shall have the authority to give trading instructions to HSBC Broking Futures, exercise all rights, powers and discretion pursuant to the Agreement on behalf of the other tenant(s) in common.

每位分權共有人均有權各別地向滙豐金融期貨發出買賣指示，以及代表其他分權共有人遵照本合約行使各項權利、權力及酌情權。

- 17.4 Upon the death of any one (1) of the tenants in common, the following provisions shall be applicable:
如任何一（1）位分權共有人身故，下列條文即屬適用：

- (a) HSBC Broking Futures may, in its absolute discretion, treat the death as a default under the Agreement and take such action as HSBC Broking Futures shall deem fit, or accept and treat the instructions of the surviving tenant(s) in common as an affirmation of the validity of the Agreement; 滙豐金融期貨可自行酌情決定將分權共有人身故視為本合約訂明的違約，並採取滙豐金融期貨認為適當的行動，或接受及視尚存分權共有人的指示為本合約有效性的確認；

- (b) the estate of the deceased tenant in common shall remain liable, jointly and severally with the surviving tenant(s) in common, for any Deficit or any losses, costs and expenses (including legal costs) suffered or incurred by HSBC Broking Futures in relation to the Agreement and the matters contemplated in the Agreement, which exists at the date of the deceased tenant in common's death; 該逝世分權共有人的遺產仍須為其身故之日起已存在的任何虧損額或滙豐金融期貨就本合約及本合約中預期事項而蒙受或招致的任何損失、費用及支出（包括法律費用）、與尚存分權共有人共同及各別地作出承擔；

- (c) the surviving tenant(s) in common shall immediately notify HSBC Broking Futures of the death of any one (1) of them; and
如有任何一（1）名分權共有人身故，尚存分權共有人須立即通知滙豐金融期貨；及

- (d) the executor or administrator of the deceased tenant in common or the surviving tenant(s) in common, as the case may be, shall produce and deliver to HSBC Broking Futures the original or a properly certified true and complete copy of the death certificate, tax waivers and any other relevant documents in relation to the death of the deceased tenant in common as HSBC Broking Futures may in its absolute discretion require.

逝世分權共有人的遺囑執行人或遺產管理人或尚存分權共有人（視情況而定），須向滙豐金融期貨出示及交付滙豐金融期貨可自行酌情要求並與逝世分權共有人的身故有關的死亡證、稅收豁免證明書及任何其他有關文件的正本或經恰當地核證為真實及完整的副本。

18. Undertaking by HSBC Broking Futures 滙豐金融期貨的承諾

HSBC Broking Futures hereby undertakes to inform the Customer of any material change in relation to the following matters:

滙豐金融期貨茲承諾就以下列事項的任何重大變化知會客戶：

- (a) the name, address and CE number of HSBC Broking Futures and its registration status with the SFC; 滙豐金融期貨的名稱、地址及中央編號，以及其在證監會的註冊狀況；
- (b) the nature of service provided by HSBC Broking Futures to the Customer; and 滙豐金融期貨向客戶提供的服務的性質；及
- (c) the remuneration payable by the Customer to HSBC Broking Futures, and (if applicable) the details of margin requirements, interest charges, margin calls, and the circumstance under which the Customer's positions may be closed without the Customer's consent. 客戶向滙豐金融期貨應付的酬金，以及（如適用）保證金要求、利息收費、追繳保證金通知的詳情，以及可在未經客戶同意下將客戶持倉平掉的情況。

19. Collection and Disclosure of Customer Information

收集及披露客戶資料

19.1 Definitions

定義

Terms used in this Clause C, 19 shall have the meanings set out below.
本條（第 C.19 條）所用詞語具有下列涵義。

"Authorities" includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

「**權力機關**」包括對滙豐集團任何部分具有司法管轄權的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或以上各方的任何代理。

"Compliance Obligations" means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

「**合規責任**」指滙豐集團要遵守下列各項的責任：(a) 任何法律或國際指引及內部政策或程序；(b) 權力機關的任何要求或法律規定的申報、披露或其他責任；及(c) 規定滙豐集團須核實客戶身分的法律。

"Connected Person" means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to its relationship with the HSBC Group.

「**關連人士**」指客戶以外的人士或單位，而其資料（包括個人資料或稅務資料）乃由客戶（或客戶代表）向滙豐集團任何成員提供或滙豐集團任何成員因其他與提供服務有關的原因而獲得。關連人士可包括任何保證人、公司董事或高級職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士或單位，而該關係關乎客戶與滙豐集團之間的關係。

"Controlling Persons" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

「**控制人**」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，以及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

"Customer Information" means all or any of the following items relating to the Customer or a Connected Person, where applicable: (a) Personal Data, (b) information about the Customer, the Customer's accounts, transactions, use of HSBC Broking Futures' products and services and the Customer's relationship with the HSBC Group and (c) Tax Information.

「**客戶資料**」指所有或任何有關客戶或關連人士的下列項目（如適用）：(a) 個人資料；(b) 關於客戶、客戶的戶口、交易、使用滙豐金融期貨產品及服務，以及客戶與滙豐集團關係的資料；及(c) 稅務資料。

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁或規避，或違反有關此等事宜的任何法律的任何行為或意圖。

"Financial Crime Risk Management Activity" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that HSBC Broking Futures or members of the HSBC Group may take.

「**金融罪行風險管理活動**」指滙豐金融期貨或滙豐集團成員為符合有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

"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.

「**滙豐集團**」一併及分別指滙豐控股有限公司、其聯繫人、附屬公司、聯營單位及以上各方各自的分行及辦事處，而「**滙豐集團成員**」具有相同涵義。

"Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC Broking Futures or a member of the HSBC Group.

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、滙豐集團任何成員與權力機關之間的協議，或權力機關之間適用於滙豐金融期貨或滙豐集團成員的協議或條約。

"Personal Data" means any information relating to an individual from which such individual can be identified.

「**個人資料**」指與一名個人有關的任何資料而從該等資料可確定該名個人的身份。

"Services" includes (a) the opening, maintaining and closing of the Customer's accounts, (b) the provision of credit facilities and investment, dealing or related services or products, processing applications, credit and eligibility assessment, and (c) maintaining HSBC Broking Futures' overall relationship with the Customer, including marketing services or products to the Customer, market research, insurance, audit and administrative purposes.

「**服務**」包括：(a) 開立、維持及結束客戶的戶口；(b) 提供信貸融資及投資、交易或相關服務或產品、處理申請、信貸及資格評估；及(c) 維持滙豐金融期貨與客戶的整體關係，包括向客戶促銷服務或產品、市場調查、保險、審計及行政用途。

"Substantial Owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

「**主要擁有人**」指直接或間接地享有一個單位多於 10%的利潤或權益的任何個人。

"Tax Authorities" means Hong Kong or foreign tax, revenue or monetary authorities.

「**稅務機關**」指香港或外地稅務、納稅或金融機關。

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC Broking Futures from time to time to confirm the Customer's tax status or the tax status of a Connected Person.

「**稅務證明表格**」指稅務機關或滙豐金融期貨為確認客戶的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

"Tax Information" means documentation or information about the Customer's tax status or the tax status of a Connected Person.

「**稅務資料**」指關於客戶稅務狀況或關連人士稅務狀況的文件或資料。

19.2 Collection, Use and Sharing of Customer Information

收集、使用及分享客戶資料

This Clause C, 19.2 explains how HSBC Broking Futures will use information about the Customer and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Circular to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Customer and other individuals (the "**Notice**") also contains important information about how HSBC Broking Futures and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the Notice. HSBC Broking Futures and members of the HSBC Group may use Customer Information in accordance with this Clause C, 19 and the Notice.

本條（第 C.19.2 條）說明滙豐金融期貨如何使用關於客戶及關連人士的資料。有關適用於客戶及其他個人的個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（「**個人資料通知**」）亦載有有關滙豐金融期貨及滙豐集團如何使用該等資料的重要信息，客戶應一併閱讀本條及個人資料通知。滙豐金融期貨及滙豐集團成員可按本條（第 C.19 條）及個人資料通知使用客戶資料。

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

客戶資料不會向任何人士（包括滙豐集團其他成員）披露，除非：

(a) HSBC Broking Futures is legally required to disclose;

滙豐金融期貨須依法作出披露；

(b) HSBC Broking Futures has a public duty to disclose;

滙豐金融期貨有公眾責任作出披露；

- (c) HSBC Broking Futures' legitimate business purposes require disclosure;
滙豐金融期貨因正當商業用途而須披露；
- (d) the disclosure is made with the data subject's consent; and/or
獲資料當事人同意作出披露；及／或
- (e) it is disclosed as set out in this Clause C, 19 or the Notice.
按本條（第 C.19 條）或個人資料通知所載作出披露。

Collection

收集

- (i) HSBC Broking Futures and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by HSBC Broking Futures or on behalf of HSBC Broking Futures or the HSBC Group, and may be collected from the Customer directly, from a person acting on behalf of the Customer, from other sources (including from publicly available information), and it may be generated or combined with other information available to HSBC Broking Futures or any member of the HSBC Group.

滙豐金融期貨及滙豐集團其他成員可收集、使用及分享客戶資料。滙豐金融期貨、滙豐金融期貨的代表或滙豐集團的代表可要求取得客戶資料，而客戶資料可直接從客戶、或從代表客戶的人士或其他來源（包括公開資料）收集，亦可與滙豐金融期貨或滙豐集團任何成員獲取的其他資料產生或綜合。

Use

使用

- (ii) HSBC Broking Futures and members of the HSBC Group may use, transfer and disclose Customer Information (1) in connection with the purposes set out in this Clause C, 19 or Schedule 2 (applicable to Customer Information other than Personal Data), (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by HSBC Broking Futures or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((1) to (3) are collectively referred to as the "**Purposes**").
滙豐金融期貨及滙豐集團成員可為下列用途使用、轉移及披露客戶資料：(1) 本條（第 C.19 條）或附表 2（適用於非個人資料的客戶資料）所載用途；(2) 個人資料通知（適用於個人資料）所載用途；及(3) 為任何用途（不論是否有意對客戶採取不利行動）而將客戶資料與滙豐金融期貨或滙豐集團持有的任何資料進行核對（第(1)至(3)項統稱「用途」）。

- (iia) Without limiting the generality of Clause C. 19.2(ii), such use, transfer and disclosure may include HSBC Broking Futures and its Relevant Affiliates using Customer Information collected in respect of an account with any of them in relation to another account with any of them where the Customer Information relates to the same person, regardless of whether the person concerned is an account holder or a Connected Person of an account.
在不限制條款 C.19.2 (ii) 的一般情況下，不論該人士為帳戶持有人或帳戶的關連人士，當其資料相關於相同人士時，該「使用、轉移及披露」可能包括滙豐金融期貨及相關聯繫人使用從任何牽涉該人士之帳戶中所收集的相關客戶資料，於其他牽涉該人士之帳戶。

Sharing

分享

- (iii) HSBC Broking Futures may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the Notice (who may also use, transfer and disclose such Customer Information for the Purposes) and Schedule 2 (applicable to Customer Information other than Personal Data).
滙豐金融期貨可在因應用途所必需和適當的情況下，向個人資料通知所載的接收者（可為用途而使用、轉移及披露客戶資料）和附表 2（適用於非個人資料的客戶資料）所載的接收者轉移及披露任何客戶資料。

The Customer's Obligations

客戶的責任

- (iv) The Customer shall, upon signing of the Agreement and from time to time at the request of HSBC Broking Futures, complete and submit the Account Opening Form and Customer Information Statement provided by HSBC Broking Futures to the Customer, which shall contain detailed questions concerning the Customer which may be required by HSBC Broking Futures. The Customer shall provide in the Account Opening Form and Customer Information Statement such information, including but without limitation, financial data concerning the Customer as HSBC Broking Futures may request.

客戶須於簽署本合約時或應滙豐金融期貨不時的要求而填寫和交回由滙豐金融提供予客戶的開戶表格和客戶聲明書，開戶表格和客戶聲明書載有滙豐金融期貨所規定並與客戶有關的詳細問題。客戶須於開戶表格和客戶聲明書內提供滙豐金融期貨所要求並與客戶有關的資料，包括但並不限於財務資料。

- (v) The Customer agrees to promptly, and in any event, within thirty (30) days, (A) furnish appropriate financial statements (if applicable) to HSBC Broking Futures, (B) disclose to HSBC Broking Futures any material changes in the financial position of the Customer, (C) furnish such Customer Information as HSBC Broking Futures or the HSBC Group may reasonably request, (D) notify HSBC Broking Futures in writing if any of the representations contained in the Agreement cease to be up-to-date, true, complete and accurate in all material respects, (E) notify HSBC Broking Futures of the occurrence of an Event of Default upon its occurrence and (F) notify HSBC Broking Futures if there are any changes to Customer Information supplied to HSBC Broking Futures or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from HSBC Broking Futures or a member of the HSBC Group.

客戶同意從速（在任何情況下於三十（30）日內）：（A）向滙豐金融期貨提交合適的財務報表（如適用）；（B）向滙豐金融期貨披露客戶財政狀況的任何重大變動；（C）提交滙豐金融期貨或滙豐集團可合理要求的客戶資料；（D）以書面方式將本合約所載任何聲明在各重大方面不再是最新、真實、完整及準確的情況知會滙豐金融期貨；（E）於違約事件發生時知會滙豐金融期貨；及（F）通知滙豐金融期貨不時提供予滙豐金融期貨或滙豐集團成員的客戶資料的任何變更。客戶亦同意從速回應滙豐金融期貨或滙豐集團成員就提供客戶資料的任何要求。

- (vi) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to HSBC Broking Futures or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause C, 19, Schedule 2, and the Notice (as may be amended or supplemented by HSBC Broking Futures from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

客戶確認，每名關連人士（指本身的資料（包括個人資料或稅務資料）經已或將會被提供予滙豐金融期貨或滙豐集團成員者）已獲通知及同意（或在有關時候會獲通知及同意）本條（第 C.19 條）、附表 2 和個人資料通知所載的資料（可由滙豐金融期貨不時修訂或補充）已作處理、披露及轉移。客戶須知會該等任何關連人士，彼等有權取得及改正其個人資料。

- (vii) The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit HSBC Broking Futures to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms of Business. The Customer agrees to inform HSBC Broking Futures promptly in writing if he/it is not able or has failed to comply with the obligations set out in (iv) and (v) in any respect.

客戶同意，滙豐金融期貨可按本商業條款所述方式使用、儲存、披露、處理及轉移所有客戶資料，並作出任何適用資料保障法律或保密法律不時要求的行動，以容許滙豐金融期貨如上述行事。客戶同意，如未能或未有在任何方面遵守第 (iv) 及 (v) 項所載的責任，會從速以書面方式通知滙豐金融期貨。

- (viii) Where:
如：

(A) the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by HSBC Broking Futures, or
客戶或任何關連人士未有按滙豐金融期貨合理的要求從速提供客戶資料；或

(B) the Customer or any Connected Person withdraws any consents that HSBC Broking Futures may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
客戶或任何關連人士拒絕給予或撤回滙豐金融期貨為用途（不包括向客戶促銷或推廣產品及服務）處理及轉移或披露客戶資料所需的任何同意；或

(C) HSBC Broking Futures has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk.
滙豐金融期貨或滙豐集團成員就金融罪行或相關風險產生懷疑。

HSBC Broking Futures may:

滙豐金融期貨：

- (I) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
可能無法向客戶提供新服務或繼續提供全部或部分服務，並保留終止滙豐金融期貨與客戶關係的權利；

- (II) take actions necessary for HSBC Broking Futures or a member of the HSBC Group to meet the Compliance Obligations; and
可作出所需行動，以使滙豐金融期貨或滙豐集團成員符合合規責任；及
- (III) block, transfer or close the Customer's account(s) where permitted under local Laws.
在本地法律許可的情況下可封鎖、轉移或結束客戶的戶口。

In addition, if the Customer fails to supply promptly its, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then HSBC Broking Futures may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require HSBC Broking Futures or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

另外，如客戶未有按要求從速提供客戶或關連人士的稅務資料及隨附的聲明書、豁免書及同意書，滙豐金融期貨可自行判斷有關該客戶或該關連人士的狀況，包括客戶或關連人士需否向稅務機關申報。滙豐金融期貨或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並將有關金額支付予適當的稅務機關。

19.3 Financial Crime Risk Management Activity

金融罪行風險管理活動

- (a) Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Customer or a Connected Person; and
金融罪行風險管理活動包括：（A）審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何客戶或替客戶收取或支付的款項；（B）調查款項的來源或預定收款人；（C）綜合客戶資料和滙豐集團持有的其他相關資料；及（D）對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認客戶或關連人士的身分及狀況；及
- (b) HSBC Broking Futures and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC Broking Futures nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.
滙豐金融期貨及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理客戶的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對客戶或任何第三方全部或部分因金融罪行風險管理活動的進行而以任何方式產生並蒙受或招致的任何損失，滙豐金融期貨及滙豐集團任何成員均毋須向客戶或第三方負責。

19.4 Tax Compliance

稅務合規

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by HSBC Broking Futures or members of the HSBC Group. Each Connected Person acting in its capacity as a Connected Person also makes the same acknowledgement in its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither HSBC Broking Futures nor any member of the HSBC Group provides tax advice. The Customer should seek independent legal and tax advice. Neither HSBC Broking Futures nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by HSBC Broking Futures or members of the HSBC Group.

客戶確認會自行負責了解及遵守客戶在所有司法管轄區有關及因開立及使用戶口或滙豐金融期貨或滙豐集團成員提供的服務而引起的稅務責任（包括繳稅，或提交報稅表或有關繳交所有相關稅項的其他所需文件）。各關連人士亦以其關連人士身分為本身作出相同承諾。若干國家的稅務法例可能具跨領域效用，而不論客戶或關連人士的居藉、住處、公民身分或註冊成立地點。滙豐金融期貨及滙豐集團任何成員均不提供稅務意見。客戶應尋求獨立的法律及稅務意見。至於客戶在任何司法管轄區可能引起的稅務責任（包括任何與開立及使用戶口及滙豐金融期貨或滙豐集團成員提供的服務具體相關的稅務責任），滙豐金融期貨及任何滙豐集團成員均毋須負責。

19.5 Miscellaneous

雜項

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause C, 19 and those in or governing any other service, product, business relationship, account or agreement between the Customer and HSBC Broking Futures, this Clause C, 19 shall prevail;
如本條（第 C.19 條）的任何條文與客戶與滙豐金融期貨之間的任何其他協議所載者或規管任何其他服務、產品、業務關係或戶口的任何其他協議所載者有任何抵觸或不一致，概以本條（第 C.19 條）為準；及
- (ii) If all or any part of the provisions of this Clause C, 19 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause C, 19 in that jurisdiction.
如本條（第 C.19 條）的全部或任何部分條文在任何司法管轄區的法律下在任何方面變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本條（第 C.19 條）的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

19.6 Survival upon Termination

終止後繼續有效

This Clause C, 19 shall continue to apply notwithstanding any termination by the Customer or HSBC Broking Futures or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's accounts.

即使客戶、滙豐金融期貨或滙豐集團成員終止向客戶提供任何服務或客戶的任何戶口結束，本條（第 C.19 條）得繼續有效。

20. Implied Duties

隱含責任

- 20.1 Exclusion of Duties. Subject to any duties, obligations and responsibilities required by law, HSBC Broking Futures and any member of the HSBC Group shall only have those duties, obligations and responsibilities as expressly specified in the Agreement and shall have no implied duties, obligations or responsibilities (whether implied by law or otherwise).

排除責任。除法律下要求的職責、義務及責任，滙豐金融期貨及任何滙豐集團成員的職責，義務及責任僅限於本合約內明確列明之職責、義務及責任，而不包括任何隱含的職責、義務或責任（不論根據法律而隱含與否）。

21. Customer Complaints

客戶投訴

- 21.1 Complaints Officer. The Customer shall have the right to make complaints in relation to the provision of service to the Complaints Officer.

投訴主任。客戶有權就獲提供的服務向投訴主任投訴。

- 21.2 All complaints or grievances to be made or given by the Customer to HSBC Broking Futures should be directed to the Complaints Officer at the Regulatory Compliance Department at (852) 3989 8291.

客戶向滙豐金融期貨作出或提出的所有投訴和申訴均須直接交由監管合規部的投訴主任處理，聯絡電話為(852) 3989 8291。

22. Dispute Settlement

解決爭議

- 22.1 Dispute Settlement by Arbitration. HSBC Broking Futures shall, subject to Clause C, 22.4, by notice in writing to the Customer, have the right to determine that all disputes in respect of, or in connection with, the Agreement or any dispute regarding non-contractual obligations arising out of or relating to the Agreement be settled by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC"), under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted, as follows:

以仲裁方式解決爭議。滙豐金融期貨須在遵守第 C.22.4 條的前提下，以書面方式通知客戶，滙豐金融期貨有權決定將有關或涉及本合約的所有爭議或源自或涉及本合約的非合約性責任的任何爭議，按照於發出仲裁通知當時有效的《香港國際仲裁中心機構仲裁規則》，提交香港國際仲裁中心（「香港國際仲裁中心」）進行仲裁，仲裁方式如下：

- (a) a panel of three (3) persons appointed by the HKIAC; or
香港國際仲裁中心委任的三（3）人的委員會；或
- (b) a person or persons mutually agreed by the Customer and HSBC Broking Futures.
由客戶及滙豐金融期貨雙方互相議定的一名或多名人士。

- 22.2 Seat. The seat of the arbitration shall be Hong Kong.
地點。仲裁地點須設於「香港」。

- 22.3 Award of Arbitrators. The award of the arbitrators shall be final and judgment upon the award rendered may be entered in any court having jurisdiction.
 仲裁員的裁決。仲裁員的裁決得為終局性，而仲裁裁決可由具有司法管轄權的任何法院判決執行。
- 22.4 Judicial Proceedings as Dispute Resolution. In the event that HSBC Broking Futures chooses not to exercise its right under Clause C, 22.1 to arbitration as the means of dispute resolution, then the Parties hereto may initiate judicial proceedings. If proceedings are commenced by the Customer without HSBC Broking Futures' express agreement then HSBC Broking Futures may, by giving notice in writing to the Customer, invoke its rights under Clause C, 22.1, provided that such notice is given no later than the date for service of the acknowledgment of service in those proceedings. Following such notice, the Parties agree that those proceedings shall be stayed by consent in favour of arbitration, with no order as to costs.
 以司法程序解決爭議。如滙豐金融期貨不選擇行使其根據第 C.22.1 條以仲裁方式解決爭議的權利，則本合約任何一方均可主動提起司法程序。如客戶在未得滙豐金融期貨表示同意的情況下主動提起司法程序，則滙豐金融期貨可以書面方式通知客戶，滙豐金融期貨將援引其根據第 C.22.1 條應享的權利，惟發出該通知的日期不得遲於就司法程序發出送達認收書當日。於該通知發出後，雙方同意暫緩司法程序以將爭議透過仲裁解決，而不作出任何關於訟費的命令。

23. Jurisdiction and Governing Law

司法管轄權及管轄法律

The validity, construction, interpretation and enforcement of the Agreement shall be governed by the laws of Hong Kong and the Parties hereto, subject to Clause C, 22 above, irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, actions or proceeding arising out of or in connection with the Agreement, provided that nothing contained in this Clause shall preclude the taking of proceedings in any other court of competent jurisdiction.

本合約的效力、解釋、詮釋及強制實施須受香港法律管轄，締約雙方並在上文第 C.22 如上條的規限下，不可撤銷地同意，源自或涉及本合約的任何訴訟、法律行動或程序均須受香港法院的非專屬性司法管轄權所管轄，但本條款並無任何內容可禁止在具司法管轄權的任何其他法院提起法律程序。

24. Language

語言

These Terms of Business may have been prepared and delivered to the Customer in the Chinese language for the Customer's convenience. It is expressly understood and agreed that in the event of conflict or inconsistency between the English and Chinese versions of these Terms of Business, the English language version of these Terms of Business shall prevail for all purposes. The Customer confirms that the Customer has received and understands the English version of the Agreement.

本商業條款可能已備有中文本並已送遞給客戶以便客戶細閱。客戶清楚明白並同意，本商業條款的中英文本如有任何抵觸或歧義，就各方面而言皆以英文本為準。客戶確認已獲得和明白本合約的英文本。

25. Taxation

稅務

- 25.1 All payments to HSBC Broking Futures under or in connection with a transaction and/or service must be paid in full. The Customer will not deduct any sums owed by HSBC Broking Futures to the Customer from any payments made or to be made by the Customer under or in connection with a transaction and/or service. If a deduction on account of tax or a similar charge or for any other reason is required by applicable laws or regulations, or HSBC Broking Futures are later obliged under applicable laws and regulations to return any money received by HSBC Broking Futures in payment of the amount owing, the Customer must make up the payment so that HSBC Broking Futures receives the full amount owing under a transaction and/or service.
 所有於交易及／或服務項下或與其有關而向滙豐金融期貨作出的付款必須全數支付。客戶均不得從客戶作出或將會作出於交易及／或服務項下或與其有關的任何付款中扣除滙豐金融期貨欠下客戶的任何款項。如適用法律規定須扣除稅款或類似的收費或因任何其他原因而作出的扣除，或適用的法律及規例規定滙豐金融期貨其後須交還任何就欠款所向滙豐金融期貨支付的任何金額，客戶必須補足差額，以使滙豐金融期貨全數收到交易及／或服務項下到期應付的款項。
- 25.2 The Customer agrees that any termination of a transaction and/or service is subject to the condition that no money that HSBC Broking Futures received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of a transaction and/or service, HSBC Broking Futures is later obliged under applicable laws and regulations to return any money received by it in payment of the amount owing, the Customer will remain liable for making up the shortfall or the remaining balance so that HSBC Broking Futures will receive the full amount owing under or in connection with the transaction and/or service, and HSBC Broking Futures has a right to claim against the Customer for the shortfall or the remaining balance as if HSBC Broking Futures had never terminated the transaction and/or service.
 客戶同意終止交易及／或服務的先決條件是滙豐金融期貨所收到的支付欠款的款項不會於其後須根據任何適用的法律或規例規定被退還或扣減。若終止交易及／或服務後，滙豐金融期貨之後須根據適用的法律或規例規定退還任何所收到的支付欠款的款項，則客戶仍然有責任支付差額或任何餘款，以確保滙豐金融期貨能全數收到交易及／或服務項下或與其有關的到期款項，而滙豐金融期貨有權向客戶追討該差額或任何餘款，猶如滙豐金融期貨從未終止交易及／或服務。

- 25.3 The Customer hereby confirms that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of a transaction and/or service whether under the applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where the Customer may reside, would be the Customer's responsibility. The Customer will upon HSBC Broking Futures' request, deliver promptly evidence satisfactory to HSBC Broking Futures that the Customer has complied with applicable deduction or withholding obligations. The Customer holds HSBC Broking Futures harmless and agrees to fully indemnify HSBC Broking Futures on demand for all consequences of any failure to comply with such obligations including any claim which may be made against HSBC Broking Futures by any authorities. Clauses C, 25.1, C, 25.2 and C, 25.3 will continue to be effective after the termination of the relevant transaction and/or service.
- 客戶確認，根據香港適用的法律或規例或任何其他客戶可能居住的國家而適用的法律或規例項下有關交易及／或服務的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）為客戶的責任。客戶將應匯豐金融期貨的要求從速向匯豐金融期貨提供匯豐金融期貨認為滿意的證據，以證明客戶已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就此向匯豐金融期貨作出的任何申索，客戶確保匯豐金融期貨不會招致任何損失，並同意應要求對匯豐金融期貨作出全部彌償。第C.25.1、C.25.2 及 C.25.3 條於終止交易及／或服務後仍然繼續有效。

26. **Indemnity** **彌償保證**

The Customer undertakes to indemnify HSBC Broking Futures and its officers, employees and agents or any Affiliated Company for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Customer of its obligations under the Agreement or any other ancillary document in relation thereto, or the Customer's failure to provide up-to-date, true, complete and accurate information requested by HSBC Broking Futures in discharging HSBC Broking Futures' regulatory or legal duties (including but not limited to the Customer's financial situation, investment experience and investment objectives), including without limitation, any costs reasonably incurred by HSBC Broking Futures in collecting any debts due to HSBC Broking Futures or in connection with the closure of any account of the Customer with HSBC Broking Futures.

客戶因違反其在本合約或任何其他與之有關的附屬文件項下的義務或客戶未能應匯豐金融期貨要求，為匯豐金融期貨履行其監管或法律責任提供最新、真實、完整及準確的資料（包括但不限於客戶的財政狀況、投資經驗及投資目標）而引起或與之有關的任何損失、成本、索償、責任或開支，包括但不限於，匯豐金融期貨在收取應付匯豐金融期貨的任何債務或就取消客戶在匯豐金融期貨處設立的任何戶口而合理地引致的任何成本，客戶承諾向匯豐金融期貨及其高級人員、僱員及代理或任何聯營公司作出彌償。

Schedule 1

附表 1

(A) Risk Disclosure Statements In Relation To Trading In Futures and Futures Options 有關買賣期貨及期貨期權的風險披露聲明書

Risk of Margin Trading and Trading Futures and Futures Options

孖展交易與買賣期貨及期貨期權的風險

The risk of loss in trading Futures or Futures Options can be substantial. As these transactions are financed by deposit of collateral or margin, Futures and Futures Options trading bear a high degree of risk. In some circumstances, the Customer may sustain losses in excess of the Customer's initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid or limit loss. Market conditions may make it impossible to execute such orders. The Customer may be called upon at short notice to deposit additional margin funds. If the required funds or Margin Deposit are not provided within the prescribed time, the Customer's position or collateral may be liquidated without the Customer's consent. The Customer will remain liable for any resulting Deficit in Customer's account and interest charges on the Customer's account. The Customer should therefore study and understand Futures and Futures Options before the Customer trades and carefully consider whether such trading is suitable in the light of the Customer's own financial situation, investment experience and investment objectives. If the Customer trades Futures Options, the Customer should familiarise himself/itself of exercise and expiration procedures and the Customer's rights and obligations upon exercise or expiry.

買賣期貨及期貨期權的虧蝕風險可以極大。由於該等交易是由抵押品或保證金所融資，期貨及期貨期權買賣是具有高度的風險。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指令，例如「止蝕」或「止蝕限價」等指令，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會在客戶未有同意之下被平倉。然而，客戶仍然要對客戶的帳戶內任何因此而出現的虧損額和利息收費負責。因此，客戶在買賣前應研究及理解期貨及期貨期權，以及根據本身的財政狀況、投資經驗及投資目標，審慎考慮這種買賣是否適合客戶。如果客戶買賣期貨期權，便應熟悉行使期貨及期權到期的權利和責任。

Futures trading – effect of "Leverage" or "Gearing"

期貨買賣 — 「槓桿」效應

Transactions in Futures carry a high degree of risk. The amount of initial margin is small relative to the value of the Futures so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Customer has deposited or will have to deposit: this may work against the Customer as well as for the Customer. The Customer may sustain a total loss of initial margin funds and any additional funds deposited with HSBC Broking Futures to maintain the Customer's position. If the market moves against the Customer's position or margin levels are increased, the Customer may be called upon to pay substantial additional funds on short notice to maintain the Customer's position. If the Customer fails to comply with a request for additional funds within the time prescribed, the Customer's position may be liquidated at a loss and the Customer will be liable for any resulting deficit.

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向滙豐金融期貨存入的額外金額。若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有指定時間內繳付額外的資金，客戶可能會被迫在虧損情況下平倉，而所有因此而出現的虧損額一概由客戶承擔。

Risk-reducing orders or strategies

減低風險交易指示或投資策略

The placing of certain orders (eg "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

即使客戶採用某些旨在預設虧損限額的交易指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險被可能與持有最基本的「長」倉或「短」倉同樣的高。

Futures Options trading – variable degree of risk

期貨期權買賣 — 不同風險程度

Transactions in Futures Options carry a high degree of risk. As a purchaser and/or seller of Futures Options, the Customer should familiarise himself/itself with the type of Futures Options (ie put or call) which the Customer contemplate trading and the associated risks. The Customer should calculate the extent which the value of the Futures Options must increase for the Customer position to become profitable, taking into account the premium and all transaction costs.

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

Futures Options Holder. The purchaser of Futures Options may offset or exercise the Futures Options or allow the Futures Options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on Futures, the purchaser will acquire a Futures position with associated liabilities for margin. If the purchased Futures Options expire worthless, the Customer will suffer a total loss of the Customer's investment which will consist of the Futures Options Premium plus transaction costs. If the Customer is contemplating purchasing deep-out-of-the-money Futures Options, the Customer should be aware that the chance of such Futures Options becoming profitable ordinarily is remote.

期貨期權持有人。購入期貨期權的投資者可選擇抵銷或行使期貨期權或任由期貨期權到期。如期權持有人選擇行使期權，必須進行現金結算或購入或交付相關的權益。若購入的是期貨產品的期權，期貨持有人將獲得期貨倉盤，並附帶相關的保證金責任。如所購入的期貨期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。假如客戶擬購入極價外期貨期權，應注意可以從這類期貨期權獲利的機會極微。

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

期貨期權賣家。出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便需投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關權益。若賣出的期權是期貨產品，則期權賣方將獲得期貨倉盤及附帶的保證金責任。若期權賣方持有相應數量的相關權益或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。

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

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

Terms and conditions of contracts

合約的條款及細則

The Customer should ask the firm with which the Customer deals about the terms and conditions of the specific Futures or Futures Options which the Customer is trading and associated obligations (eg the circumstances under which the Customer may become obliged to make or take delivery of the underlying interest of Futures and, in respect of Futures Options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

客戶應向替客戶進行交易的商號查詢所買賣的有關期貨或期貨期權的條款及條件，以及有關責任（例如在什麼情況下客戶或會有責任就期貨的相關權益進行交收，及就期權而言，期權的到期日及行使時間限制）。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關權益的變化。

Suspension or restriction of trading and pricing relationships

暫停或限制交易及價格關係

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

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

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

此外，相關權益與期貨之間以及相關權益與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂「公平價格」。

Risk of Margin Trading

保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. The Customer may sustain losses in excess of the Customer's cash and any other assets deposited as collateral with the licensed or registered person.

藉存放入抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。

(B) Risk Disclosure Statement In Relation To Customer's Assets
有關客戶資產的風險披露聲明書

The Customer's assets received or held by HSBC Broking Futures outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

由滙豐金融期貨在香港以外地區接受或持有客戶的資產受有關海外司法管轄區的適用法律及條例管制，該等法律可能與《證券及期貨條例》（第 571 章）及據此條例訂立的規則有所不同。因此，有關客戶資產可能享受不到在香港接受或持有客戶資產所給予的同等保障。

(C) Risk Disclosure Statements In Relation To Other Matters
有關其他事項的風險披露聲明書

Deposited cash and property
存放的現金及財產

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

如客戶為在本地或海外進行的交易存放款項或其他財產，他應了解清楚該等款項或財產會獲得那些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產，可能須受限於具體法律或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於客戶的財產將會如現金般按比例分配予客戶。

Commission and other charges
佣金及其他收費

Before the Customer begins to trade, the Customer should obtain a clear explanation of all commission, fees and other charges for which the Customer will be liable. These charges will affect the Customer's net profit (if any) or increase the Customer's loss. 在開始交易之前，客戶先要清楚了解應付的所有佣金、費用及其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

Transactions in other jurisdictions
在其他司法管轄區進行交易

The Customer may receive varying levels and types of protection in relation to transactions on different markets and exchanges. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Customer to additional risk. HSBC Broking Futures' overseas counterparties, and overseas markets and exchanges, are not subject to the regulation of the SFC and may be subject to laws and regulations which may be different from the SFO and the rules and regulations made thereunder. Such markets may be subject to regulation which may offer different or diminished investor protection, and the Customer may not enjoy the same protection as conferred on trading in a Hong Kong futures market. Before the Customer trades the Customer should enquire about any rules relevant to the Customer's particular transactions. The Customer's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Customer's transactions have been effected. The Customer should ask the firm with which the Customer deals for details about the types of redress available in both the Customer's home jurisdiction and other relevant jurisdictions before the Customer starts to trade.

客戶在不同的市場及交易所進行交易可能會獲得不同程度和類型的保障。在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會令客戶面臨額外的風險。滙豐金融期貨的海外對手方，海外市場及交易所不受證監會所規管及可能受到有別於《證券及期貨條例》及據此訂立的規則和規例的法律及規例所規管。根據這些市場的規例，投資者可能享有不同或稍遜的保障程度，因此客戶可能無法享有在香港期貨市場進行交易所獲賦予的相同保障。在進行交易前，客戶應先行查明有關其將進行的該項交易的所有規則。客戶本身所在地的監管機構將不能迫使客戶交易生效所在地的其他司法管轄區的監管機構或市場執行有關規則。有鑑於此，在進行交易前，客戶應先向有關商號查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供的補救措施種類及有關詳情。

Currency risks
貨幣風險

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

以外幣計值的合約交易所帶來的利潤或招致的虧損（不論交易是否在客戶本身所在的司法管轄區或其他地區進行），均會在需要將合約的貨幣單位兌換成另一種貨幣時受到匯率波動的影響。

Trading facilities

交易設施

Internet trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: the Customer should ask the firm with which the Customer deals for details in this respect.

互聯網交易設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制額可以各有不同，客戶應向為客戶進行交易的商號查詢詳情。

This brief statement does not disclose all of the risks and other significant aspects of trading in Futures and Futures Options. In light of the risks, the Customer should undertake such transactions only if the Customer understands the nature of the contracts (and contractual relationships) into which the Customer is entering and the extent of the Customer's exposure to risk. Trading in Futures and Futures Options is not suitable for many members of the public. The Customer should carefully consider whether trading is appropriate for the Customer in light of the Customer's financial situation, investment experience and investment objectives.

本聲明概要未有就買賣期貨及期貨期權披露所有風險及其他重要事項。鑑於風險因素，客戶僅應在明白其所簽訂之合約的性質（及合約的關係），以及客戶所面對的風險，才進行有關交易。買賣期貨及期貨期權並不適合大部分公眾人士。客戶應根據本身的財務狀況、投資經驗及投資目標，審慎考慮有關買賣是否適合客戶。

Risk of Execution of Orders on Alternative Trading Venues

於另類交易平台執行指令的風險

In respect of orders for futures and futures options listed on exchanges outside of Hong Kong, HSBC Broking Futures may transmit the Customer's orders to HSBC Group Banks and third party brokers for execution, who may, subject to local regulation, execute such orders on alternative trading venues ("ATVs"), including dark pools. The primary potential benefits for using ATVs is to achieve better pricing and to reduce transaction costs. In general, ATVs and ATV operators are subject to regulations which are not necessarily the same as regulations that are applicable to exchanges and exchange operators. A typical feature of ATVs is that there is no pre-trade transparency. The reference prices on an ATV could be "stale" or out-of-date due to latency from data feeds. Separately, access to ATVs is usually restricted and there could be less supply and/or demand on an ATV (as compared to the supply and/or demand on an exchange) due to the limited number of participants. There are various factors which HSBC Group Banks and third party brokers generally consider when deciding the appropriate venue for executing orders, including (but not limited to): (i) execution price and opportunities for price improvement; (ii) market depth and order size; (iii) the trading characteristics of the futures and futures options; (iv) speed and accuracy of executions; (v) the availability of efficient and reliable order handling systems; (vi) liquidity and automatic execution guarantees; (vii) service levels; (viii) the cost of executing orders; and (ix) execution certainty. HSBC Broking Futures will continue to monitor and evaluate the execution practices of HSBC Group Banks and third party brokers.

就於香港境外的交易所上市的期貨及期權所設定的指示而言，滙豐金融期貨可能向滙豐集團屬下銀行及第三方經紀人傳送客戶的指示以作執行，而該等人士可於遵守當地規例的前提下，於另類交易平台，包括黑池，執行該等指示。使用另類交易平台的主要潛在得益為取得更有利的定價及減低交易成本。總括而言，另類交易平台及其操作人員受制於的規例跟適用於交易所及交易所操作人員的規例不一定相同。另類交易平台的一個典型特徵在於其沒有交易前的透明度。另類交易平台上的參考價可能因為數據源的隱藏性而過期或過時。另外，另類交易平台的使用可能受到限制，而且因為數量有限的參與者而導致另類交易平台上的供應及／或需求可能（與交易所內的供應及／或需求相比下）較低。當作出有關執行指示的適合場所的決定時，滙豐集團屬下銀行及第三方經紀人主要考慮的各種因素包括（但不限於）以下幾點：(i) 交易價格及提高價格的機會；(ii) 市場深度及指示數額；(iii) 有關期貨及期權的交易屬性；(iv) 執行指示的速度及準確性；(v) 是否有高效率及可靠的指示處理系統；(vi) 流動性及自動執行指示的保證；(vii) 服務水平；(viii) 執行指示的成本；及(ix) 執行的確定性。滙豐金融期貨將繼續監控及評估滙豐集團屬下銀行及第三方經紀人的執行慣例。

(D) Risk Disclosure Statement In Relation To Faxed Instructions 與傳真指示有關的風險披露聲明書

The Customer shall consider the possible risks inherent in the giving of instructions or provision of documents by facsimile. Non-original signatures on the facsimiles may be forged and instructions or documents given by facsimile may be transmitted to wrong numbers, may never reach HSBC Broking Futures or any Relevant Affiliate (as applicable) and may thereby become known to third parties thus losing their confidential nature. Neither HSBC Broking Futures nor any Relevant Affiliate (as applicable) accepts any responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage, or cost arising or incurred by the Customer as a result of or in connection with any such circumstances or the giving of any such instructions or documents by facsimile. The Customer is and continues to be solely responsible for making his/its own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions or documents. Accordingly, the Customer shall not authorise or require HSBC Broking Futures or any Relevant Affiliate (as applicable) to accept, or send to HSBC Broking Futures or any Relevant Affiliate (as applicable), instructions or documents by facsimile unless the Customer is prepared to undertake such risks and has satisfied himself/itself in all respects with regard to such action.

客戶應考慮到以圖文傳真發出指示或提供文件的潛在風險。圖文傳真的非簽署原跡可能遭偽冒，而經圖文傳真發出的指示或文件可能傳送至錯誤號碼，可能永遠無法送達滙豐金融期貨或任何相關聯繫人（如適用），並且可能因此而使第三方知道，從而喪失其機密性質。對於發生任何上述情況或由於任何上述情況或用圖文傳真發出任何上述指示或文件或與之有關而產生或使客戶招致的任何訴訟、索賠、損失、損害或費用，滙豐金融期貨或任何相關聯繫人（如適用）均不承擔任何責任。對於與發出任何上述指示或文件有關的任何潛在風險，客戶必須並繼續全權負責自行作出獨立鑒別及評估。因此，客戶不應授權或要求滙豐金融期貨或任何相關聯繫人（如適用）接受或發出圖文傳真指示或文件，除非客戶準備承擔上述各項風險，並且已經完全滿意上述有關授權或要求。

Schedule 2

附表 2

The following terms supplement Clause C, 19 and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Schedule 2 shall have the meanings set out in Clause C, 19 of these Terms of Business.

下列條文涉及使用、儲存、處理、轉移及披露非屬個人資料的客戶資料，並作補充第 C.19 條之用。本附表（附表 2）所用詞語的涵義與在本商業條款第 C.19 條所用者相同。

Use of Customer Information other than Personal Data

使用非屬個人資料的客戶資料

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

客戶資料（個人資料除外）可作下列用途之用：

- (1) considering applications for Services;
考慮就服務作出的申請；
- (2) approving, managing, administering or effecting Services or any transaction that the Customer requests or authorises;
審批、管理、執行或提供服務或客戶要求或授權的任何交易；
- (3) meeting Compliance Obligations;
遵守合規責任；
- (4) conducting Financial Crime Risk Management Activity;
進行金融罪行風險管理活動；
- (5) collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;
向客戶及為客戶債務提供擔保或抵押的人士追收任何欠款；
- (6) conducting credit checks and obtaining or providing credit references;
進行信用檢查及獲取或提供信貸資料；
- (7) enforcing or defending HSBC Broking Futures' or a member of the HSBC Group's rights;
行使或保衛滙豐金融期貨或滙豐集團成員的權利；
- (8) meeting internal operational requirements of HSBC Broking Futures or the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
遵守滙豐金融期貨或滙豐集團的內部營運規定（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- (9) creating and maintaining HSBC Broking Futures' credit and risk related models;
設立及維持滙豐金融期貨的信貸和風險相關模式；
- (10) ensuring ongoing credit worthiness of the Customer and of those providing guarantee or security for the Customer's obligations;
確保客戶及為客戶債務提供擔保或抵押的人士繼續維持可靠信用；
- (11) marketing, designing, improving or promoting Services or related products to the Customer (and to Connected Persons to the extent permissible by Laws) and conducting market research;
向客戶（及如法律許可，關連人士）促銷、設計、改善或推廣服務或相關產品，以及進行市場調查；
- (12) determining the amount of indebtedness owed to or by the Customer and by those providing guarantee or security for the Customer's obligations;
確定滙豐金融期貨對客戶的負債額，或客戶或為客戶債務提供擔保或抵押的人士對滙豐金融期貨的負債額；
- (13) complying with any obligations, requirements or arrangements that HSBC Broking Futures or any member of the HSBC Group is expected to comply according to;
遵守滙豐金融期貨或滙豐集團任何成員根據以下各項預期會遵守的任何責任、規定或安排：
 - (i) any Laws or Compliance Obligations;
任何法律或合規責任；
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or

與對滙豐集團整體或任何部分具有司法管轄權的任何權力機關現在或將來訂立的任何合約或其他承諾；或

- (iv) any agreement or treaty between Authorities;
權力機關之間的任何協議或條約；
- (14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、規定、政策、程序、措施或安排；
- (15) meeting any obligations, demand or request from Authorities;
遵守權力機關施加的任何責任、指令或要求；
- (16) enabling an actual or proposed assignee of HSBC Broking Futures, or participant or sub-participant of HSBC Broking Futures' rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
促使滙豐金融期貨的實際或建議承讓人或滙豐金融期貨對客戶的權利的參與人或附屬參與人，能評核擬轉讓、參與或附屬參與的交易；
- (17) maintaining HSBC Broking Futures' or the HSBC Group's overall relationship with the Customer; and
維持滙豐金融期貨或滙豐集團與客戶的整體關係；及
- (18) any purposes relating or incidental to any of the above.
與上述任何一項相關或有連帶關係的用途。

Sharing and Transfer of Customer Information other than Personal Data 分享及轉移非屬個人資料的客戶資料

HSBC Broking Futures may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any of Customer Information (other than Personal Data) to all such persons as HSBC Broking Futures may consider necessary (wherever located) including:

滙豐金融期貨因應所有或任何用途在必要及適當時可向滙豐金融期貨認為必要的所有人士（不論身在何處）轉移、分享、交換及披露任何客戶資料（個人資料除外），該等人士包括：

- (a) any member of the HSBC Group;
滙豐集團任何成員；
- (b) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
滙豐集團的任何代理、承包商、分判商、服務供應商或聯繫人（包括以上各方的僱員、董事及高級職員、代理、承包商、服務供應商及專業顧問）；
- (c) any Authorities;
任何權力機關；
- (d) anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by HSBC Broking Futures or any member of the HSBC Group for the Customer);
代表客戶行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司（如該等證券由滙豐金融期貨或滙豐集團任何成員代客戶持有）；
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
收購服務權益或涉及服務的權益或承擔服務風險或涉及服務的風險的任何一方；
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
其他財務機構、信貸資料機構或信貸管理機構，以獲取或提供信貸資料；及
- (g) any party involved in any business transfer, disposal, merger or acquisition by HSBC Broking Futures or any member of the HSBC Group.
涉及滙豐金融期貨或滙豐集團任何成員的任何業務轉讓、出讓、合併或收購的任何一方。

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