

SPECIAL TERMS AND CONDITIONS FOR "SOURCING ON REQUEST SERVICE" ("THIS SERVICE")

「按執行指示」買賣服務特別條款（「此服務」）

1. You acknowledge and agree that HSBC will use reasonable endeavours to carry out this Order but does not guarantee that bonds will be bought or sold at all or at such quantity and/or price according to this Order. In addition, HSBC may at its discretion, but has no obligation to, carry out this Order partially.
 2. You agree and accept that daily bid/offer price of bonds is not available for this Service. However, indicative bid price for sale order may be provided upon request.
 3. You agree and accept that this Order may be carried out on the date of this Order (the "Transaction Date") only and this Order will lapse if for whatever reason HSBC is unable to carry out this Order before expiry of the Transaction Date.
 4. If this Order is carried out, you agree and accept that settlement of transaction will be on the third or later business day after the Transaction Date.
 5. HSBC will use its reasonable endeavours to complete any transaction carried out but you agree and accept that HSBC will have no liability whatsoever if any transaction cannot be completed or completion is delayed due to failure or delay by third party seller(s) or buyer(s) to complete the transaction.
 6. HSBC shall have no liability for any taxes or duties payable on or in respect of any purchase or sale of bonds pursuant to this Order for which you are fully responsible. You undertake to familiarise yourself and comply with such requirements or obligations as the relevant tax authorities may impose from time to time.
 7. You acknowledge and warrant that this Order is initiated by yourself without any solicitation in any form by HSBC and no investment advice of any nature has been provided by HSBC.
 8. Bonds shall be purchased and sold via your HSBC Investment Services/Securities Account. You agree and accept that HSBC does not guarantee any buy-back of bonds by HSBC or by any third party, and delivery service will be provided upon request only and subject to such reasonable charge as may be imposed by HSBC from time to time.
 9. You shall not execute any order for sale or delivery of bonds before settlement and HSBC will not execute any order for sale or delivery of bonds unless and until such bonds have already been deposited into your HSBC Investment Services/Securities Account.
 10. This Service is only available to customers holding an HSBC Investment Services/Securities Account.
 11. HSBC may effect this Order while processing your application to open an HSBC Investment Services/Securities Account, in which event you accept that settlement of this order may be delayed due to the processing time required for account opening.
 12. The holder of bonds bears the credit risk of the issuer and has no recourse to HSBC unless HSBC is the issuer itself.
 13. For HSBC Investment Services/Securities Account, interest will be paid in the corresponding currency of the bonds.
 14. Order for purchase of bonds/notes issued by any United States issuer must be accompanied by a duly completed Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or such other form as required by HSBC from time to time without which HSBC may deem such Order as cancelled, and if there is any change in the address or other information provided in such form subsequently, you must notify HSBC immediately in writing by submitting an updated form and if so required by HSBC shall sell or deliver such bonds/notes.
1. 閣下知悉及同意滙豐將盡力完成此項指令，但並不保證債券將依照此委託單購買或出售，或依照所指定的數量及／或價錢購買或出售。此外，滙豐可全權決定，但並無責任，執行部分指令。
 2. 閣下同意及接受滙豐不會為此項服務而每天提供買賣價。但可應客戶要求，提供參考賣價。
 3. 閣下同意及接受此項指令只可在此單日期當日「交易日」進行。無論任何原因，如此指令不能在交易日內進行，即告無效。
 4. 如此指令已被執行，閣下同意及接受此項交易將在交易日後第三個或之後的工作天交收。
 5. 滙豐將盡力完成任何已執行的交易。但如任何交易因第三者買家或賣家引致不能完成或延誤，閣下同意及接受滙豐將不承擔任何責任。
 6. 閣下將為此項購入或沽出債券指令的有關稅項完全負責，滙豐對此並無任何責任。閣下並承諾熟習及遵守相關稅務機構不時公佈的課稅要求及責任。
 7. 閣下承認及保證此項指令全由閣下主動提出。滙豐並無以任何形式向閣下推介及提供任何投資意見。
 8. 所有債券將透過滙豐投資服務／證券戶口進行買賣。閣下同意及接受滙豐並不保證由滙豐或由第三者回購任何債券。代交服務只應客人要求而提供，而滙豐可不時收取合理費用。
 9. 在交收完成之前，閣下不可發出任何賣出或代交債券的指示。除非此債券已經存入閣下的滙豐投資服務／證券戶口，滙豐將不會執行任何有關的賣出或代交債券的指示。
 10. 債券「按執行指示」買賣服務只供持有滙豐投資服務／證券戶口客戶使用。
 11. 滙豐可於執行閣下下列購入債券的指示之同時，處理閣下開立投資服務／證券戶口的申請。閣下接受下列購入債券指示可能因開立投資服務／證券戶口需時需延遲交收。
 12. 債券持有人須承擔發行者的信貸風險，及不能向滙豐追討任何賠償，除非滙豐本身為該債券的發行者。
 13. 經滙豐投資服務／證券戶口進行買賣的債券所獲發的利息會以債券的結算貨幣發放。
 14. 購入美國發行者發出的任何債時，閣下必須同時填寫 W-8BEN 表格（美國預扣稅實益擁有人外國身分證明書），滙豐或不時要求客戶填寫與此相關的其他表格，如不填寫此等表格，滙豐會視乎須要而取消此委託單，與此同時，如 W-8BEN 表格上的地方或任何資料有所轉變，閣下必須立即填寫 W-8BEN 表格通知滙豐有關更改，否則滙豐會要求閣下將此等債券賣出或代交。

Note 注意： In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail. 中英文本如有歧異，須以英文本為準。