

The Hongkong and Shanghai Banking Corporation Limited

OVERSEAS SECURITIES SERVICE TERMS AND CONDITIONS

*Quick Facts of Overseas Securities Service		
Service Features		For More Information
Types of Services Offered	<p><u>Overseas Securities Trading Service</u></p> <ul style="list-style-type: none"> We may act on your trading Instructions, including your Instructions to purchase, subscribe, sell, redeem, transfer, convert, switch, exchange or dispose of securities; and to deliver documents of title or any other instruments relating to securities. <p><u>Custodian Service</u></p> <ul style="list-style-type: none"> We may hold or arrange for securities to be held in safe custody. We may deposit and withdraw securities in accordance with your Instructions. 	Overseas Securities Service Terms and Conditions – Clauses 3 and 4
Statement / Contract Note	We will provide you with statements at least on a monthly basis if there is any transaction or holdings during the statement period, and contract notes in accordance with the Applicable Regulations when there is a transaction.	Overseas Securities Service Terms and Conditions – Clause 6
Key Terms		For More Information
Instructions	<ul style="list-style-type: none"> If you wish to use any of the Services, you have to give us Instruction. We will act on an Instruction as soon as reasonably practicable after we receive it but we also have the right to delay acting or not to act on an Instruction without prior notice. 	Overseas Securities Service Terms and Conditions – Clauses 7, 8, 9 and 10
Limitations on Liability and Indemnity	<ul style="list-style-type: none"> We are not your trustee or investment adviser. We are not liable for the management or performance of your assets. We are not liable for any loss, damage or expense which you or any other person suffer in connection with the Services unless it is caused by our negligence or willful default. We are not responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from our providing, or failure or delay in providing, the Services. 	Overseas Securities Service Terms and Conditions – Clause 11
Customer's Obligations	<ul style="list-style-type: none"> You should examine each report or statement provided by us to check its accuracy. You confirm that you are not resident in a country where there is any restriction on you relating to purchase of any securities. You understand and accept the risk disclosure statements. You confirm that you act as principal when using any of the Services. 	Overseas Securities Service Terms and Conditions – Clauses 6.1 and 12
Fees and Expenses	<ul style="list-style-type: none"> You are required to pay fees and expenses for our Services according to the bank tariff guide. We will debit any fees and expenses payable by you from any of your accounts. If such debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any interest and fees accruing on the outstanding amount at such rate as we may specify. 	Overseas Securities Service Terms and Conditions – Clause 13
Termination of Services	<ul style="list-style-type: none"> We may cease to provide the Services by giving to you not less than 30 days' written notice. You may terminate the Services by giving to us not less than 30 days' written notice. If any Event of Default occurs, we have the right to suspend or terminate all or any part of the Services, the Securities Account and the Cash Account with immediate effect. 	Overseas Securities Service Terms and Conditions – Clause 16

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

The Hongkong and Shanghai Banking Corporation Limited

OVERSEAS SECURITIES SERVICE TERMS AND CONDITIONS

1. Definitions and Interpretation

- (a) Our provision and your use of the Services are subject to these Terms and Conditions and the Integrated Account Terms and Conditions. These Terms and Conditions prevail to the extent of any inconsistency between these Terms and Conditions and the Integrated Account Terms and Conditions.
- (b) Terms used in this document are defined in Appendix 1. The rules for interpreting the provisions of this document are also set out in Appendix 1.

2. Available Services and Our Authority

2.1 Services

We may offer Services with such features and on such terms and conditions as we may specify. We have the right to do the following (or any of them) from time to time without prior notice:

- (a) introduce new Services or features;
- (b) vary, suspend or withdraw any existing Services or features; and
- (c) specify or vary the scope and extent of the Services or features.

2.2 Our authority

By requesting us to provide any Services, you authorise us as follows:

- (a) to open and maintain the Securities Account and the Cash Account; and
- (b) to conduct transactions and activities for you from time to time in accordance with these Terms and Conditions.

You may cease using the Services and revoke this authority at any time in accordance with Clause 16.1.

3. Investment Services

3.1 Scope of Investment Services

3.1.1 In relation to the purchase and/or sale of any product:

- (a) we may solicit the sale of or recommend a product to you in accordance with Clause 3.2.1(a) or (c); and/or
- (b) you may enter into the transaction without or inconsistent with any solicitation or recommendation from us in accordance with Clause 3.2.1(d).

3.1.2 We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product other than to ensure reasonable suitability as set out in Clauses 3.2.1(a) and (c).

3.1.3 Making available to you any advertisements, marketing or promotional materials, 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.

3.1.4 Unless otherwise specified in these Terms and Conditions or in other terms and conditions in relation to any product:

- (a) we do not advise on personalised asset allocation, investment portfolio and investment strategy; and
- (b) we do not have any obligation to make available any service or provide advice in relation to the purchase or sale of products which we do not distribute or offer to our customers.

3.2 Transactions entered into with us to buy or sell products

3.2.1 (a) If we solicit the sale of or recommend any Financial Product to you, the Financial Product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives ("**Customer Financial Information**").

(b) No other provision of these Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from Clause 3.2.1(a).

(c) If we solicit the sale of or recommend any investment product not being a Financial Product (other than insurance product) to you, we will also ensure that the product is reasonably suitable for you based on our suitability assessment. In our assessment, we will take into account your financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements.

(d) If you enter into a transaction with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 3.2.1(d) is subject to compliance with all Applicable Regulations.

(e) Except as set out in Clause 11.5, we are not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by you or any other person with respect to or arising out of any transactions which fall under Clause 3.2.1(d).

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

3.2.3 Before you enter into a transaction with us to buy and/or sell a product, you should:

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

3.2.4 This Clause 3.2 takes effect on 8 June 2017 ("**Effective Date**"), and applies to:

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

3.3 Our authority

You authorise us to take such steps from time to time as we consider appropriate or useful to enable us to provide the Services relating to securities trading. Such steps may include the following (or any of them):

- (a) to purchase or subscribe for any type of securities in accordance with your Instructions;
- (b) to sell, redeem, transfer, convert, switch, exchange or otherwise dispose of securities and to deal with the proceeds in accordance with your Instructions;
- (c) to deliver the documents of title and any other instruments relating to securities to you or to your order in accordance with your Instructions and at your risk;
- (d) to aggregate orders effected on your behalf with the orders of other customers, ourselves or any member of HSBC Group; and
- (e) to provide credit facilities from time to time at our discretion.

4. Custodian Services

4.1 You authorise us to take such steps from time to time as we consider appropriate or useful to enable us to provide the Services relating to custody of securities. Such steps may include the following (or any of them):

- (a) to hold or arrange for securities to be held in safe custody. This may include holding or depositing securities with any clearing or settlement system, centralised depository or similar facility, or other system or depository as we or any person appointed by us consider appropriate;
- (b) to hold or arrange for bearer instruments to be held in bearer form and to register other instruments in our name or in the name of any other person appointed by us;
- (c) to withdraw securities from the Securities Account or to purchase, sell, dispose of or deal with securities in any other manner, and to handle their proceeds, in each case in any manner or for any purpose in accordance with your Instructions or as permitted by these Terms and Conditions to the fullest extent permitted by Applicable Regulations;
- (d) to deliver documents of title and any other instruments relating to securities to you or to your order in accordance with your Instructions and at your risk;
- (e) where securities are registered in our name or in the name of any other person appointed by us and have been deposited or held with us under these Terms and Conditions:
 - (i) to notify you of any notice or information received by us which requires your action in relation to such securities;
 - (ii) to make request, collect or receive payments, interests or any other cash distributions payable on such securities arising from acquisition, ownership, disposal, redemption, conversion, exchange or other dealing of such securities;
 - (iii) to exercise any rights arising from or attached to such securities; and
 - (iv) to execute documents as necessary or useful for the purposes of any of the above matters;
- (f) unless we have received conflicting Instructions, without giving you notice to:
 - (i) exchange securities where the exchange is purely administrative. This may include exchanging temporary securities for definitive securities, and exchanging warrants or other documents evidencing title to securities for the actual securities; and
 - (ii) perform all other ancillary acts which we or any other person appointed by us may reasonably consider to be necessary or useful to carry out any Instructions, perform custodian services or exercise our rights under this Clause 4.

4.2 In relation to the matters set out in Clause 4.1(e):

- (a) we will act on your Instructions in each case provided that we receive Instructions from you within a reasonable time. If we do not receive Instruction at all or within a reasonable time, we are entitled not to attend any meeting or exercise any voting or other right (including the completion of proxies) and we are entitled to act or refrain from acting in accordance with the default option specified in any notice or request for Instructions; and
- (b) nothing in Clause 4.1(e) obliges us to notify you of any notice or Corporate Action information (including proxy voting form) received by us, or restricts our right to take such actions as we consider appropriate in our discretion.

4.3 In providing custodian services, we will maintain records which identify Your Securities. Such records will segregate Your Securities from other assets held by us for ourselves or for our other customers.

4.4 We have the right not to accept securities for deposit under this Clause 4 in the following circumstances (or any of them):

- (a) you are not the legal and beneficial owner of the securities and you do not give us the necessary transfer documents or Instruction to enable us to transfer the beneficial ownership to you, or you hold any of the securities on behalf of any third party;
- (b) you do not give us the necessary transfer documents or Instruction as we may require to enable us to register the securities in our name or in the name of our nominee;
- (c) the securities are not free of mortgage, charge, pledge, lien, right of set-off or any security interest, encumbrances or claims of any kind in favour of any person other than us; and
- (d) you do not pay any fees, reasonable expenses, duties or other amounts payable in respect of any transfer or registration set out in paragraph (a) or (b) above.

4.5 All securities delivered, purchased or held pursuant to these Terms and Conditions may be held in our name (as your nominee), by our nominee or agent or by the nominee of the relevant clearing system, custodian or depository. These securities will be held in accordance with or as permitted by Applicable Regulations and Market Requirements. For the purposes of settling any purchase or sale of securities or transacting with regard to any Corporate Action, we and the other nominee entities may transfer securities between one another.

4.6 Entitlements to shares and any other benefits (including cash proceeds arising from Corporate Action) accruing on securities held for customers by us or any person appointed by us which have been pooled will be distributed amongst those customers. Such entitlements will be distributed in the same proportions as the respective holdings of customers who have given identical instructions in connection with the relevant Corporate Action in relation to their holdings of the pooled securities. If a distribution would otherwise require the allocation of a fraction of an asset or unit of currency to you, we are entitled to credit to the Cash Account an amount which we calculate to be the value of the fractional entitlement instead of allocating such entitlement to you.

4.7 Without limiting or reducing our rights under other provisions of these Terms and Conditions, we have the right without giving reason:

- (a) (either directly or via any agent or nominee) not to (1) act on any Instructions to requisition any meeting of or propose or second any resolution at any meeting of any issuer of securities, or (2) take any other action as registered or nominee holder of any securities, in each case if such action would in our opinion materially prejudice our position or reputation (or that of any relevant agent or nominee). We (either directly or via any agent or nominee) will inform you of our decision not to act as soon as practicable after receipt of the relevant Instructions or of notice of the relevant meeting; and
- (b) not to provide any custodian or withdrawal service for any foreign listed or traded securities.

5. Provision of Services

- 5.1 In addition to the authority in Clauses 3 and 4, you authorise us to take such steps from time to time as we consider appropriate or useful to enable us to provide the Services and to exercise our authority or powers under these Terms and Conditions. Such steps may include the following (or any of them):
- (a) to take action or not to take action in order to comply with any Applicable Regulation or Market Requirement. Nothing in this clause will remove, exclude or restrict your rights in law;
 - (b) on your behalf, to withhold or make payment of any taxes or duties payable on or in respect of securities;
 - (c) to co-mingle Your Securities with the property of other persons;
 - (d) to return to you securities which may not have the same serial number or identification as those deposited with or received by us as long as the securities returned are of the same class and nominal amount;
 - (e) to act on the advice of our legal advisers, accountants, brokers or other professional advisers without liability for any acts or omissions on their part;
 - (f) not to accept securities for deposit or to return to you any securities deposited with us without giving any reason or prior notice;
 - (g) to participate in and to comply with the rules and regulations of any depository or system which provides central clearing and settlement facilities for securities and to hold the securities in such depository or system on such terms as such depository or system may customarily operate. In each case we are not liable for any act or omission on the part of the manager or operator of the relevant depository or system; and
 - (h) generally to do all acts and things which are necessary for or incidental to the provision of the Services or exercise of our authority or powers under these Terms and Conditions.
- 5.2 We may appoint any person as our nominee, agent or delegate to perform any of the Services for us. That person may or may not be a member of the HSBC Group and may be local or overseas. We may delegate any of our powers under these Terms and Conditions to that person. That person may further appoint any other person as its nominee, agent or delegate to perform any of the Services for it and may further delegate to that other person the powers delegated by us. In such a case, we will remain liable for the negligence or wilful default of any such person.
- 5.3 Except specified otherwise in these Terms and Conditions, in performing the Services, we will use the same degree of care as we would use in respect of our own property.
- 5.4 You authorise us to disclose any information we have relating to you, Your Securities and the Services to any other person appointed by us as our nominee, agent or delegate to perform any of the Services for us (whether or not a member of the HSBC Group and whether local or overseas).
- 5.5 We have no obligation to ascertain your nationality or whether any restriction applies to any securities. This may include restriction on ownership, owner's nationality or foreign exchange control or requirement.
- 5.6 Provision and use of the Services are subject to Applicable Regulations and Market Requirements. In this connection:
- (a) In the event of any inconsistency between these Terms and Conditions and any Applicable Regulation or Market Requirement, that Applicable Regulation or Market Requirement prevails.
 - (b) You are bound by Applicable Regulations and Market Requirements and any action or step taken by us to prevent or remedy a breach of Applicable Regulations or Market Requirements, as if the Applicable Regulations and Market Requirements are expressly set out in these Terms and Conditions.
 - (c) Nothing in these Terms and Conditions will exclude or restrict any obligation or liability that we may owe to you in law or under any requirement imposed by HKMA or SFC if we are not permitted to exclude or restrict that obligation or liability under the relevant law or requirement.

6. Reports, Statements and Information

- 6.1 Reports and statements
- (a) We will provide you with such reports and statements relating to the Services in accordance with the applicable requirements prescribed by HKMA and SFC:
 - (i) at such intervals as agreed by you and us but at least on a monthly basis; and
 - (ii) as soon as reasonably practicable after receiving your request.
 - (b) We may provide the reports and statements by placing them in your Personal Internet Banking profile, or by email or post. We may charge reasonable fees for providing reports and statements by post at your request. Where the applicable regulatory requirements do not require us to provide statements for an Securities Account, we may provide statements at our discretion if we consider appropriate whether or not you have opted not to receive statement.
 - (c) You should examine each report or statement provided by us to check its accuracy. You should see if there is any error, omission, discrepancy, unauthorised transaction or irregularity shown in it, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person. You should notify us of any alleged error, omission, discrepancy, unauthorised transaction or irregularity in a report or statement within ninety (90) days after we provide it by any means specified in paragraph (b) above. If we do not receive any such notice from you within the specified period, (1) the report or statement will be considered as correct, conclusive and binding on you, and (2) you will be considered to have waived any right to raise objection or pursue any remedies against us in relation to that report or statement.
 - (d) You consent that we may send statements of the Securities Account, confirmations or similar documents relating to the Services electronically in the form of eStatements or eAdvices and do not have to send hard copies afterwards unless you request. Until you have revoked the consent to receive eStatements or eAdvices, the separate terms and conditions for eStatements and eAdvices shall apply. In the event of any inconsistency between those terms and conditions and this clause in relation to an eStatement or an eAdvice, the former shall prevail. The indemnity provisions set out in those terms and conditions do not and should not be interpreted to limit or reduce the effect of any indemnity provisions set out in these Terms and Conditions.
- 6.2 Information
- (a) We have no obligation to notify you if any Instruction relating to any Service is not performed or is only partially performed for any reason. You should contact us subsequently if you require confirmation.
 - (b) We agree to notify you of any material change to our name, principal address, registration status, CE number or the Services offered by us from time to time.
 - (c) You agree to notify us of any material change to any information provided to us in connection with the Securities Account or the Cash Account or use of the Services.
 - (d) Without limiting or reducing the effect of paragraph (c) above, you agree to the following:
 - (i) notify us promptly if your domicile, residence or nationality changes (including obtaining any new nationality);
 - (ii) provide us with any information we may request for analysing the tax implications of any change above (including the reasons for such change); and

- (iii) if any change above occurs, we have the right to (1) cancel all your pending orders before the relevant exchange or market opens, and (2) withhold an amount calculated in accordance with the maximum withholding tax rate (or any other withholding tax rate as we determine from time to time).

6.3 After effecting a securities transaction, we will:

- (a) make available the essential features of the transaction as soon as reasonably possible through any means or medium specified by us from time to time. You should check the essential features of the transaction yourself through the specified means or medium. You accept that we have no obligation to confirm with you the essential features of a transaction in any other manner; and
- (b) provide you with a contract note in accordance with the Applicable Regulations. If the contract note refers to a settlement date and if settlement cannot take place on that date due to suspension of business or trading for any reason, the settlement date will be deferred to the next trading day. Reasons for suspending business or trading may include hoisting of typhoon signal No.8 or above or black rainstorm warning.

7. Instructions

- 7.1 If you wish to use any Services, you have to give us Instruction. You also have to supply such information and documents, and complete such forms and procedures as we may specify from time to time.
- 7.2 We have the right to set or vary from time to time the manner in which the Securities Account, the Cash Account or the Services may be used. This includes when you may operate the Securities Account or the Cash Account on a Business Day, or the cut-off time for receiving Instructions on a Business Day. In particular, we may impose restrictions on the operation of the Cash Account from time to time.
- 7.3 We have the right to accept or refuse any Instruction or to prescribe any condition for accepting an Instruction without giving any reason. We are entitled to act in accordance with our regular business practice and procedure and will only accept Instructions insofar as it is (in our reasonable opinion) practicable and reasonable to do so.
- 7.4 You authorise us to act on any Instruction given or appears to be given by you. We have no obligation to verify the identity of the person giving an Instruction. We may act on an Instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstance. You will be bound by that Instruction as understood and executed by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorised by you.
- 7.5 We have the right not to accept or act on any Instruction in the following circumstances (or any of them):
 - (a) as regards an Instruction to purchase or subscribe for securities:
 - (i) if there are insufficient available funds in the same currency as the currency of the relevant securities standing to the credit of the Cash Account to meet the purchase price and estimated expenses in connection with that purchase or subscription. However, we may at our discretion accept the Instruction. In that case, we have the right to convert any funds in the Cash Account into the currency of the relevant securities at the exchange rate as we consider appropriate; and
 - (ii) if there are insufficient available credit facilities to meet such purchase price and expenses, or any terms and conditions relating to such facilities have not been satisfied in our opinion;
 - (b) as regards an Instruction to sell or dispose of securities, if there are insufficient quantity of the relevant securities to meet the settlement obligation. The securities must be free from any charge, lien or other security interest or encumbrances or claims in favour of any person (including us). The securities may be:
 - (i) held in our name as nominee or in our nominee's name; or
 - (ii) due to be but not yet credited to the Securities Account.
- 7.6 We have the right to set cut-off time for receiving Instructions to purchase or sell securities in respect of any exchange or market. We will inform you of the applicable cut-off time upon request.
- 7.7 You should give Instructions by allowing us sufficient time to process them. We have no obligation to act on any Instruction on the same day if we are not given sufficient time to process it or if it is received after the cut-off time on that day. If a trading date is specified in an Instruction and that Instruction is not executed (in whole or in part) for any reason on that trading date, that Instruction (or the unexecuted part) will be considered to lapse (1) on the expiry of that trading date, or (2) on the following Business Day if that trading date is a public holiday in the market where the Instruction is to be executed. Any other Instructions will be effective until cancelled by you or by us. If the date of an Instruction is a public holiday in the market where the Instruction is to be executed, we will execute the Instruction on the following Business Day in that market.

8. Our Duties – Instructions

- 8.1 We will act on an Instruction as soon as reasonably practicable after we receive it. We are not liable for loss, damage or expense or consequential loss, damage or expense of any kind which you or any other person may incur or suffer (including loss, damage or expense suffered or incurred as a result of any fluctuation in the price of any securities between the time of giving or receipt of any Instruction to or by us and the time we act on it) arising from or in connection with our decision not to process any Instruction or our delay or failure to act on any Instruction in full or in part for any reason, unless such delay or failure is caused by our negligence.
- 8.2 In addition to any other rights conferred on us under these Terms and Conditions, we have the right to delay acting or not to act on an Instruction without prior notice in the following circumstances (or any of them):
 - (a) if the Instruction is unclear in our reasonable opinion;
 - (b) if the Instruction is not given in a form or by such means as acceptable to us;
 - (c) if we are unable to act on the Instruction due to prevailing market conditions or any other reason beyond our reasonable control;
 - (d) if, in our reasonable opinion, the Instruction is not consistent with any Applicable Regulations or Market Requirements or the provisions of these Terms and Conditions; and
 - (e) if the Instruction is not submitted by you in person.
- 8.3 In respect of orders for securities listed on stock exchanges outside of Hong Kong, we may transmit your orders to affiliated HSBC entities 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. Our affiliated HSBC entities and third party brokers generally consider the execution price and opportunities for price improvement when deciding the appropriate venue for executing orders. There may also be other factors in their consideration, for example (i) market depth and order size; (ii) the trading characteristics of the security; (iii) speed and accuracy of executions; (iv) the availability of efficient and reliable order handling systems; (v) liquidity and automatic execution guarantees; (vi) service levels; (vii) the cost of executing orders; and (viii) execution certainty. We will continue to monitor and evaluate the execution practices of our affiliated HSBC entities and third party brokers.

9. Purchase and Sale Instruction

The following apply where we accept an Instruction:

- (a) on receipt of an Instruction to purchase or subscribe for securities:
 - (i) we will calculate in good faith the amount required to meet the purchase price and estimated expenses (including tax, duty or other expenses) in connection with that purchase or subscription;
 - (ii) we have the right (but have no obligation) to debit or withhold an amount to cover all actual or contingent liabilities incurred by us in connection with that Instruction (including the amount in paragraph (i) above). We may debit or withhold such amount from the sum available (whether in the form of credit balance or credit facility) in the Cash Account (including funds arising from the sale or disposal of securities on your behalf) or any other account maintained by you with us; and
 - (iii) until completion of that purchase or subscription you are not entitled to withdraw all or any part of the amount debited or withheld under paragraph (ii) above and that amount does not constitute a debt owed by us to you.
- (b) on receipt of an Instruction to sell or dispose of securities:
 - (i) we have the right (but have no obligation) to debit or withhold the relevant securities from the Securities Account on completion of that sale or disposal or (at our discretion) at any time before completion; and
 - (ii) until completion of that sale or disposal you are not entitled to withdraw or in any way deal with all or any part of the securities debited or withheld under paragraph (i) above and you should hold them on trust for us.
- (c) we may apply such reasonable exchange rate as we consider appropriate.

10. Cancellation of Instructions

- 10.1 We are not under an obligation to act on an Instruction to cancel or amend an earlier Instruction. We may have fully executed that Instruction or we may have insufficient time or we may be unable to cancel or amend an unexecuted or partly executed Instruction for any other reason. In that case, we are not liable for any loss or expense suffered or incurred by you arising from or in connection with our acting on the earlier Instruction.
- 10.2 An Instruction (or a part of it) may not be executed. We may at our discretion cancel any Instruction (or any part of it) that has not yet been fully executed if, in our reasonable opinion, there are grounds for cancellation.

11. Limitations on Liability and Indemnity

- 11.1 No trust or fiduciary relationship
 - (a) Providing the Services to you does not make us your trustee or investment adviser. In providing the Services, we will use the same degree of care as we use in respect of our own property. We have no trust or other obligations in respect of your moneys or assets other than those expressly specified in these Terms and Conditions.
 - (b) Where we provide custodian services relating to securities or the Services or have discretion in managing your moneys or assets (if any), notwithstanding any other provisions contained in these Terms and Conditions or any other arrangements you have with us, you acknowledge that
 - (i) such services provided by us do not constitute a fiduciary relationship between you and us, and
 - (ii) we shall, in no circumstances, be required to undertake any action that could possibly characterise us as a fiduciary to you.
- 11.2 We have no obligation to examine or verify the validity of ownership or title of any securities. We are not responsible for any defect in ownership or title of any securities purchased or held or to be purchased or held by us on your behalf.
- 11.3 Neither we nor any of our agents or nominees are liable for the following (or any of them):
 - (a) the management or performance of your assets (including any reduction in the value of Your Securities); and
 - (b) any taxes or duties payable in respect of Your Securities.
- 11.4 Except as set out in Clause 11.5, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (a) your use of the Services or our providing the Services to you, maintaining the Securities Account for you, or effecting any transactions for or with you;
 - (b) our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
 - (c) any fluctuation in the price of the relevant securities between the time we receive an Instruction and the time we act on it;
 - (d) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations, Market Requirements or relating to the Securities Account or the Services;
 - (e) the preservation or enforcement of our rights or exercise of our powers in connection with the Securities Account or the Services; and
 - (f) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 3.2.1).
- 11.5 If it is proved in a case set out in Clause 11.4 that there was negligence or wilful default by (i) us, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 11.6 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing any of the Services or our equipment or facilities to you or performing our duties and obligations in respect of the Services to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.
- 11.7 In no circumstances will we be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with our providing, or failure or delay in providing, the Services.
- 11.8 Except as set out in Clause 11.9, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):
 - (a) your use of the Services or our providing the Services to you, maintaining the Securities Account for you, or effecting any transactions for or with you;
 - (b) our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
 - (c) any fluctuation in the price of the relevant securities between the time we receive an Instruction and the time we act on it;
 - (d) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations, Market Requirements or relating to the Securities Account or the Services;
 - (e) the preservation or enforcement of our rights or exercise of our powers in connection with the Securities Account or the Services; and

- (f) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 3.2.1).

This indemnity shall continue after the termination of the Services, the Securities Account or these Terms and Conditions.

- 11.9 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 11.8 was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 11.8 to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 11.10 We may at our discretion agree to accept for deposit or handle securities which are not fully paid. If we agree to accept or handle such securities, we are entitled to impose any conditions as we consider appropriate. You authorise us (but we have no obligation) to make any payment relating to the securities on your behalf as we consider appropriate. The indemnity in Clause 11.8 applies in this case. In particular, you agree to pay us on demand the amount of any call in respect of the securities.

12. Your Confirmation and Understanding

12.1 You confirm as follows:

- (a) you are not domiciled nor resident in a country where there is any restriction on you relating to purchase of any securities. If you become resident in any such country, you will inform us immediately and will if we require sell or redeem any such restricted securities;
- (b) when purchasing or dealing in any securities, you will ensure that you are not subject to any prohibition against the purchase or dealing in the relevant securities, and you are not acting for any person who is subject to such prohibition.

12.2 You understand and accept the following risk disclosure statements:

(a) Risk of Securities Trading

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

(b) Risk of Client Assets Received or Held Outside Hong Kong

Securities that are foreign listed securities and are received or held outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction that may be different from the SFO and the rules made under the SFO. Consequently, such securities may not enjoy the same protection as that conferred on securities received or held in Hong Kong.

(c) Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult your dealer and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

12.3 You confirm that you act as principal (and not as agent or nominee for any other person) in relation to the Services. You do not and will not hold any securities on behalf of any other person.

13. Fees and Expenses

13.1 You are required to pay us fees for providing the Services or maintaining the Securities Account. You will be notified of the fees at the time of the opening of the Securities Account. We have the right to vary the fees from time to time in accordance with Clause 20. A list of our fees is available upon request at any of our branches. We may collect fees from you in such manner and at such intervals as we may specify. Paid fees are not refundable unless we agree otherwise.

13.2 You are required to pay all fees and expenses of reasonable amounts and reasonably incurred by us or any person appointed by us in providing the Services. These may include the charges of any exchange, depository or custodian. A contract note, certificate or other document issued by us setting out the amount and nature of any fees or expenses is conclusive evidence of such fees or expenses binding on you in the absence of manifest error.

13.3 In addition to and without limiting or reducing any of our rights in law or under these Terms and Conditions, if you fail to pay any fees or expenses when they are due and payable (including your failure to pay any fees and expenses incurred by us where you do not fulfil your settlement obligations relating to any transaction and we take action at our discretion to fulfil the obligations on your behalf):

- (a) we are entitled without prior notice to debit the outstanding amount from the Cash Account or any other account maintained by you with us; and
- (b) we have a lien with power of sale over any securities standing to the credit of the Securities Account or any other account maintained by you with us. Such securities shall stand as continuing security for the outstanding amount. We have power to sell any or all of such securities by public or private sale on such terms we consider appropriate. We are not liable to you for any loss which may arise from such sale. We may apply the proceeds of sale in or towards settlement of the outstanding amount after deducting the costs and expenses of reasonable amounts and reasonably incurred by us in relation to the sale.

14. Power to Debit

In addition to and without limiting or reducing any of our rights in law or under these Terms and Conditions, we are entitled without prior notice to you debit any amount payable by you to us (including any fees, expenses or interest) from the Cash Account or any other account maintained by you with us irrespective of whether there are sufficient available funds, overdraft or other facilities in such account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may set from time to time.

15. Commission

You agree that we may accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) engaged in a transaction involving the purchase or sale of any securities for you any rebate or payment of brokerage, commission or discount payable in respect of that transaction. You further agree that we are entitled to retain for our own account and benefit absolutely the above amounts and any interest generated on any payment made by or to you pending transfer to the Cash Account (or any other account maintained by you with us) or to the manager, stockbroker, underwriter or any other person to effect an Instruction.

16. Suspension or Termination of Services

16.1 We may cease to provide the Services by giving not less than thirty (30) days' notice in writing to you. You may terminate the Services by giving not less than thirty (30) days' notice in writing to us.

16.2 If we are of the opinion that the events set out in Clause 16.3 or any of them (each an "Event of Default") occur, we have the right to suspend or terminate all or any part of the Services, the Securities Account and the Cash Account with immediate effect.

16.3 The Events of Default are as follows:

- (a) you breach or fail to perform or observe these Terms and Conditions. This may include your failure to settle any transaction, pay any amount due or perform any other obligations in relation to the Services or the Securities Account;
- (b) any confirmation given by you under these Terms and Conditions proves to be false or misleading in any material respect at the time it was given;
- (c) you take any action or procedure to the following effect:
 - (i) declare bankruptcy;
 - (ii) reschedule your debts or seek a freeze, moratorium or other similar relief relating to your debts. This may include you starting negotiations with one or more of your creditors for the general readjustment or rescheduling of your debts, or you entering into any composition or other arrangement for the benefit of your creditors generally; or
 - (iii) appoint trustee, receiver, liquidator, administrator, custodian or other similar official for a substantial part of your assets;
- (d) any action or procedure is commenced against you or your assets (1) in the nature specified in paragraph (c) above, or (2) for execution, distress, attachment or garnishment against your assets or for an encumbrancer to take possession of your assets;
- (e) (where the Services, the Securities Account or the Cash Account is provided to two or more persons or where there is another person with authority on the Securities Account or the Cash Account) there is any dispute or proceedings between any of you with respect to the Services, the Securities Account or the Cash Account;
- (f) you breach or fail to observe any Applicable Regulations or Market Requirement or it is necessary or useful in our opinion to prevent violation of any Applicable Regulation, Market Requirement or good standard of market practice;
- (g) a legal order or request is binding on or issued in relation to the Securities Account, the Cash Account or any of your other accounts or assets maintained or deposited by you with us;
- (h) it is necessary or useful for our protection, or if any action is taken or event occurs which we consider to have or may have a material adverse effect on your ability to perform your obligations under these Terms and Conditions;
- (i) if you or (where the Services, the Securities Account or the Cash Account is provided to two or more persons) any of you die or become incapacitated;
- (j) we are of the opinion or have reason to suspect that (1) we have not been given a valid mandate or (2) you are not the true owner of the Securities Account or the Cash Account or otherwise do not have the authority to operate the Securities Account or the Cash Account; and
- (k) any other event which, in our opinion, renders suspension or termination of the Services, the Securities Account or the Cash Account necessary or useful. These events may include you being domiciled or resident in a jurisdiction where you are restricted from purchasing or holding any securities.

16.4 If all or any part of the Services, the Securities Account or the Cash Account are suspended or terminated for any reason whether by you or by us, or if any one or more Event of Default occurs, we have the right to do the following (or any of them):

- (a) cancel or terminate any Instruction that we have not executed at the time the Services, the Securities Account or the Cash Account are suspended or terminated, or at the time that Event of Default occurs;
- (b) complete any transaction that we have effected on your behalf before the Services, the Securities Account or the Cash Account are suspended or terminated, or before that Event of Default occurs;
- (c) exercise any of our right under Clause 16.5; and
- (d) not to accept or act on any Instruction given by you or on your behalf even if we have received contrary Instructions from you.

16.5 We are entitled at our discretion without limiting or reducing any of our rights in law or under these Terms and Conditions to take the following steps (or any of them):

- (a) without prior notice to you, set off or withhold any monies held to the credit of the Cash Account or resulting from the sale of any securities against any other monies due, owing or payable by you to us of any nature, including all amount payable by you under these Terms and Conditions;
- (b) without notice to you, combine or consolidate the Cash Account with any other account maintained by you with us; and
- (c) for the purpose of the exercise of any right under (a) and (b) above, to sell or otherwise dispose of any securities on such terms and to such persons as we may consider appropriate.

16.6 Even after the Services, the Securities Account or the Cash Account are suspended or terminated or after any Event of Default has occurred, you remain responsible for performing and discharging your obligations and liabilities created or accrued before then.

17. Prices

You accept all of the following:

- (a) Prices of securities quoted by us may be provided by various market information providers or obtained by us from other sources. We and our market information providers endeavour to ensure the accuracy and reliability of the prices quoted but neither we nor them guarantee that any price quoted is accurate, reliable, timely, complete or adequate for any purpose. We and our market information providers are not liable (whether in tort, contract or any other manner) for any loss or damages arising from or in connection with any inaccuracy, inadequacy or omission in any price quoted.
- (b) The price of any securities quoted by us (whether or not in response to your enquiry) is for reference only and is not binding on us. You should not rely on any price quoted for reference and you are solely responsible for relying on that price.
- (c) The actual bid and offer prices of a transaction may differ from the price quoted to you previously. Unless the price quoted is confirmed by us for a transaction, we are entitled to act on your Instruction to sell or purchase any securities at the price at which we or our agent actually effect the transaction, even if the price is less favourable to you than the price quoted by us previously.
- (d) You should not do the following (or any of them) with any price quoted by us:
 - (i) disseminate it (or any part of it) to any other person;
 - (ii) use or permit the use of it (or any part of it) for any illegal purpose;
 - (iii) use it (or any part of it) other than for your personal reference; and
 - (iv) use it (or any part of it) to effect any transaction or dealing in securities other than through us.

18. Your Consent to Lend Securities

18.1 In case you expressly give us consent to lend Your Securities, we will remain fully liable for the return of equivalent securities to you free of any encumbrances or liens of any nature.

18.2 The term of your consent to lend Your Securities under Clause 18.1 will be for a period of twelve months and may be renewed by your written consent on its anniversary for a further twelve months in each case.

19. Communications

- 19.1 You agree that we may use any contact information provided by you and kept on our records (including address, telephone number, email address and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
- 19.2 Unless we specify otherwise, you will be considered as having received any notice given by us:
- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
 - (b) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
 - (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
 - (d) immediately after emailing it to the email address last notified in writing by you (if sent by email);
 - (e) immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there); or
 - (f) immediately after displaying it at our premises (if communicated by display).
- 19.3 Unless any relevant part of the postal service is affected by industrial action, we will be considered as having posted any notice, demand or other communication if we have posted it via pre-paid envelope and, if the above address is outside Hong Kong, by airmail.
- 19.4 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
- 19.5 This Clause 19 does not limit or reduce the effect of any provisions in these Terms and Conditions that apply to (i) the issuing of account statements, transaction advice or confirmation by us to you, or (ii) the giving of Instructions by you to us.

20. Variation of these Terms and Conditions

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

21. Third Party Rights

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

22. Governing law and version

- 22.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- 22.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

23. Jurisdiction

- 23.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 23.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Appendix 1

Definitions and Interpretation

1. Interpretation

- (a) Unless the context requires otherwise, in these Terms and Conditions:
 - (i) any reference to a "Clause" or "Appendix" is a reference to a clause or appendix of these Terms and Conditions;
 - (ii) any reference to these Terms and Conditions, an agreement or document is a reference to the same as amended, varied or supplemented from time to time;
 - (iii) any reference to an Applicable Regulation is a reference to the same as amended, re-enacted or in effect from time to time; and
 - (iv) a singular expression includes the plural and vice versa, and reference to a gender includes any gender.
- (b) Each Appendix constitutes part of these Terms and Conditions.
- (c) Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

2. Definitions

Unless we specify or the context requires otherwise, the following terms in these Terms and Conditions have the meanings set out below.

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

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

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

Cash Account means each Hong Kong Dollar or United States Dollar account maintained by you with us which has been designated for the purpose of debiting and crediting funds in connection with the Services, subject to such restrictions as we may specify from time to time.

Corporate Action means any right, benefit or entitlement attributable to securities and offered by the issuer of the securities.

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

HKMA means Hong Kong Monetary Authority or its successor.

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

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

Instruction means any instruction relating to the Securities Account, Cash Account or Services in any form or by any means accepted by us from time to time which may include fax, telex, telephone, automated teller machines and point of sale terminal.

Integrated Account Terms and Conditions means the Integrated Account Terms and Conditions governing various accounts and services as specified by us and as may be amended from time to time.

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

securities means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, unit trusts, mutual funds and other collective investment schemes, and other interests commonly known as securities which we may accept or handle from time to time pursuant to these Terms and Conditions; and "**Your Securities**" means securities beneficially owned by you solely or all of you jointly, held or to be held as nominee in our name or our nominee's name.

SFC means Securities and Futures Commission or its successor.

SFO means the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).

Securities Account means the account maintained by you with us for the purpose of holding Your Securities.

Services means any service which we may provide or procure in relation to a Securities Account, including investment and custodian services. Services include the services set out in Clause 3.

Terms and Conditions means these Terms and Conditions as may be amended from time to time.

unit trust means any unit, share or interest of or in a collective investment scheme commonly known as a unit trust or mutual fund which we are prepared to deal or handle under these Terms and Conditions.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the SFO with central entity number AAA523, and its successors and assigns.

you or your means each person in whose name a Securities Account is maintained or to whom a Service is provided and, where the context permits, includes any individual authorised by you to give Instructions relating to the Securities Account or Service.

香港上海滙豐銀行有限公司

海外證券服務條款及細則

*海外證券服務一覽表		
服務特點		更多詳情
服務種類	<p><u>海外證券買賣服務</u></p> <ul style="list-style-type: none"> 本行可執行閣下的買賣指示，包括購買、認購、出售、贖回、轉讓、轉換、交換、兌換或處置證券的指示；以及關於交付與證券相關的產權文件或任何其他文書的指示。 <p><u>託管服務</u></p> <ul style="list-style-type: none"> 本行可代保管或安排他人保管證券。 本行可按閣下的指示存入及提取證券。 	海外證券服務條款及細則 – 第 3 及第 4 條
結單／成交單據	倘若在相關結單期內戶口有任何交易或持有任何證券，本行會最少每月一次向閣下提供結單。每次進行交易，本行會根據適用法規向閣下提供成交單據。	海外證券服務條款及細則 – 第 6 條
主要條款		更多詳情
指示	<ul style="list-style-type: none"> 如閣下欲使用任何服務，須向本行發出指示。 本行會在收到指示後在合理可行的範圍內盡快執行該指示，但本行亦有權延遲執行或不執行指示而無須事先通知閣下。 	海外證券服務條款及細則 – 第 7、第 8、第 9 及第 10 條
責任的限制及彌償	<ul style="list-style-type: none"> 本行並非閣下的受託人或投資顧問。 本行無須就閣下的資產的管理或表現負責。 本行無須就閣下或任何其他人士因服務而遭受的任何損失、損害或開支負責，但若因本行的疏忽或故意失責所引致者除外。 本行無須對閣下或任何其他人士負責因本行提供服務或未有或延遲提供服務而引致的任何利潤或利息損失、間接或相應而生的損失。 	海外證券服務條款及細則 – 第 11 條
客戶的責任	<ul style="list-style-type: none"> 閣下應審查每份由本行提供的報告或結單是否準確。 閣下確認閣下並非居留於有任何限制閣下購買任何證券的國家。 閣下明白並接受風險披露聲明。 閣下確認閣下是以主事人的身份進行跟服務有關的事宜。 	海外證券服務條款及細則 – 第 6.1 及第 12 條
費用及開支	<ul style="list-style-type: none"> 閣下須按本行的銀行服務費用簡介就本行的服務支付費用及開支。 本行會從閣下的任何戶口中支取閣下須付的任何費用及開支。如該等支賬使相關戶口出現透支的情況，閣下有責任應本行要求清還所欠金額連同按本行指定的利率就所欠金額累算的任何利息及費用。 	海外證券服務條款及細則 – 第 13 條
終止服務	<ul style="list-style-type: none"> 本行可向閣下發出不少於 30 日事先書面通知停止向閣下提供服務。 閣下可向本行發出不少於 30 日事先書面通知終止服務。 如發生任何違約事件，本行有權即時暫停或終止全部或任何部分服務、證券戶口及現金戶口。 	海外證券服務條款及細則 – 第 16 條

* 海外證券服務條款及細則適用於服務。本表載有的主要產品條款的簡介僅供參考之用，並不擬取代海外證券服務條款及細則。如有任何不一致，概以海外證券服務條款及細則為準。

海外證券服務條款及細則

1. 定義及詮釋

- (a) 本行提供及閣下使用服務受本條款及細則及綜合理財戶口條款及細則規管。如本條款及細則及綜合理財戶口條款及細則有任何不一致，概以本條款及細則為準。
- (b) 本文件所用詞語的定義載於附錄一。詮釋本文件條文的規則亦載於附錄一。

2. 提供的服務及本行權限

2.1 服務

本行可按本行指定的條款及細則提供具各項本行指定特點的服務。本行有權不時作出下列（或其中任何一項）事項而無須事先通知閣下：

- (a) 推出新服務或特點；
- (b) 更改、暫停或撤銷任何現有服務或特點；及
- (c) 指定或更改服務或特點的範圍及程度。

2.2 本行的權限

閣下要求本行提供任何服務，即授權本行：

- (a) 開立及維持證券戶口及現金戶口；及
- (b) 根據本條款及細則為閣下不時進行交易及行事。

閣下可根據第 16.1 條隨時停止使用服務及撤銷此項授權。

3. 投資服務

3.1 投資服務的範圍

3.1.1 就購買及／或出售任何產品而言：

- (a) 本行可根據第 3.2.1(a) 或 (c) 條向閣下招攬銷售或建議產品；及／或
- (b) 閣下可根據第 3.2.1(d) 條在沒有本行的任何招攬或建議或與之不一致的情況下進行交易。

3.1.2 除根據第 3.2.1(a) 及 (c) 條所載為確保合理合適性外，本行並不提供諮詢服務，亦因此不會承擔招攬銷售或建議任何產品方面任何有關諮詢的謹慎責任或義務。

3.1.3 向閣下提供有關產品或服務的任何廣告、市場推廣或宣傳物料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何產品或服務。

3.1.4 除本條款及細則或其他有關任何產品的條款及細則所訂明者外：

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

3.2 與本行進行的購買或出售產品交易

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

(b) 本條款及細則的其他條文或任何其他本行可能要求閣下簽署的文件及本行可能要求閣下作出的聲明概不會減損第 3.2.1(a) 條的效力。

(c) 如本行向閣下招攬銷售或建議的任何投資產品並非金融產品（保險產品除外），本行亦將確保該產品是本行基於本行作出的合適性評估而認為合理地適合閣下的。本行作出該等評估時，如適用的監管要求需要，本行會考慮閣下的財政狀況、投資經驗及／或投資目標。

(d) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及／或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第 3.2.1(d) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

(e) 除第 11.5 條所載者外，閣下或任何其他人士就有關或因第 3.2.1(d) 條項下的任何交易而招致或蒙受的任何損失（包括間接或相應而生的損失）、任何形式的成本或損害，本行無須負責。

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

3.2.3 閣下與本行進行購買及／或出售產品的交易前，閣下應：

- (a) 考慮閣下本身的狀況及明白產品特點、條款和風險，如閣下對產品有任何問題，應聯絡本行；
- (b) 知悉本行並無持續責任確保其向閣下招攬銷售或建議的產品仍然適合閣下；
- (c) 知悉如有關閣下、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合閣下；及
- (d) 知悉本行並不會就閣下的投資提供法律、稅務或會計意見，因此，閣下應考慮就其投資取得獨立專業意見（包括法律、稅務及會計意見）（如需要）。

3.2.4 本第 3.2 條於 2017 年 6 月 8 日（「**生效日期**」）生效，並應用於：

- (a) 本行於生效日期當日或之後向閣下作出的任何產品招攬及／或建議，條件為閣下跟隨本行作出的招攬及／或建議，與本行進行購買及／或出售該產品的交易；及
- (b) 閣下在沒有本行的任何招攬或建議或與之不一致的情況下，於生效日期當日或之後與本行進行購買及／或出售產品的任何交易。

3.3 本行的權限

閣下授權本行不時採取本行認為適當或有用的步驟，讓本行可提供與證券買賣相關的服務。該等步驟可包括下列各項（或其中任何一項）：

- (a) 按閣下的指示購買或認購任何種類的證券；
- (b) 按閣下的指示出售、贖回、轉讓、轉換、交換、兌換或以其他方式處置證券及處理所得收益；
- (c) 按閣下的指示及在閣下承擔風險的情況下向閣下或按閣下要求交付與證券相關的產權文件及任何其他文書；
- (d) 合併處理代閣下執行的買賣指令及其他客戶、本行或任何滙豐集團成員的買賣指令；及
- (e) 酌情不時提供信貸服務。

4. 託管服務

4.1 閣下授權本行不時採取本行認為適當或有用的步驟，讓本行可提供與託管證券相關的服務。該等步驟可包括下列各項（或其中任何一項）：

- (a) 妥善保管或安排他人妥善保管該等證券。這可包括把證券存放於任何結算或交收系統、中央存管處或類似的設施或本行或本行委任的任何人士認為適當的其他系統或存管處；
- (b) 以不記名方式持有或安排他人持有不記名票據，及以本行或本行委任的任何其他人士的名義登記其他票據；
- (c) 按閣下的指示或按本條款及細則在適用法規容許的範圍內，以任何方式或為任何目的從證券戶口中提取證券，或購買、出售、處置或以任何其他方式處理證券及處理相關的所得收益；
- (d) 按閣下的指示並在閣下承擔風險的情況下，向閣下或按閣下的指令交付證券的產權文件及其他任何有關文書；
- (e) 如證券是以本行或以本行委任的任何其他人士的名義登記並已按本條款及細則存入本行或由本行持有：
 - (i) 通知閣下任何本行收到有關閣下須就該等證券採取行動的通知或資料；
 - (ii) 索取、領取或收取就購入、擁有、處置、贖回、兌換、交換或用其他方式處理該等證券而產生的款項、利息或任何其他現金分派；
 - (iii) 行使該等證券因其產生的或附帶的任何權利；及
 - (iv) 為進行上列任何事宜簽訂需要或有用的各項文件；
- (f) 本行有權無須通知閣下而進行下列事宜，但如本行已收到相反的指示除外：
 - (i) 純為行政目的交換證券。這可包括以臨時證券換取正式證券，及以認股權證或其他對證券享有所有權的證明文件換取實際證券；及
 - (ii) 採取本行或本行委任的任何其他人士合理地認為就執行任何指示、履行託管服務或行使本行在本第 4 條下享有的權利需要或有用的所有其他輔助行動。

4.2 就有關第 4.1 (e) 條所述事項：

- (a) 如本行在合理時間內收到閣下的指示，本行會按該等指示行事。如本行沒有收到或沒有在合理時間內收到指示，本行有權不出席任何會議或不行使任何表決權或其他權利（包括不填寫會議代表委託授權書），並有權按任何通知或指示要求中列明的預設選項行事或不行事；及
- (b) 第 4.1 (e) 條並無規定本行有責任通知閣下本行收到任何通知或有關公司行動的資料（包括任何委託投票表格），亦無限制本行採取酌情認為適當的行動的權利。

4.3 提供託管服務時，本行會保留記錄，以識別閣下證券。該等記錄會把閣下證券及本行為其自身或為本行的其他客戶持有的資產分開。

4.4 在下列（或其中任何一個）情況下，本行有權不接受擬按本第 4 條存入本行的證券：

- (a) 閣下並非該等證券的法定及實益擁有人，及閣下未有向本行提供就轉移擁有權所需的文件或指示，讓本行將實益擁有權轉移至閣下，或閣下代任何第三方持有任何該等證券；
- (b) 閣下未有向本行提供本行要求所需的文件或指示，讓本行可以其或本行代名人的名義登記該等證券；
- (c) 該等證券受按揭、押記、質押、留置權、抵銷權或任何抵押權益、產權負擔或任何種類的申索所限制，而受益人非本行；及
- (d) 閣下未有繳付在上列 (a) 段或 (b) 段列明的就任何擁有權的轉移或登記而應繳付的任何費用、合理開支、稅項或其他金額。

4.5 所有按本條款及細則交付、購買或持有的證券，可以本行（作為閣下的代名人）的名義、以本行的代名人或代理的名義或以相關結算系統、託管人或存管處的代名人的名義持有。該等證券會按適用法規及市場要求或在適用法規及市場要求容許的情況下持有。為就證券的買賣進行交收或就任何公司行動進行交易，本行及其他代名人可互相轉讓證券。

4.6 本行或本行委任的任何人士代本行的客戶集體持有的證券，所累算的股份或任何其他利益（包括公司行動所產生的現金收益），會分配給有關客戶。就相關的公司行動發出相同指示的客戶，分配會按其各自持有的份額在集體總額所佔比例進行。如本行須為一項分配向閣下分配不足一個完整單位的資產或貨幣，本行有權將本行計算出該等零碎權益的等值金額存入閣下的現金戶口，代替向閣下分配該等零碎權益。

4.7 在不限制或削弱本行在本條款及細則的其他條文下的權利的情況下，本行有權無須給予理由而：

- (a) （直接或透過任何代理或代名人）拒絕採取下列行動，因本行認為該等行動會重大損害本行或其任何代理或代名人的地位或聲譽（1）拒絕執行向證券的任何發行人提出召開任何會議或在該等發行人的任何會議上提出任何決議或和議的指示；或（2）拒絕以證券的登記持有人或代名人的名義採取任何其他行動。本行在收到相關指示或收到相關會議通知後，會直接或透過任何代理或代名人在合理可行的範圍內盡快通知閣下本行拒絕行動的決定；及
- (b) 拒絕為在海外上市或買賣的證券提供任何託管或提取服務。

5. 提供服務

5.1 除第 3 及 4 條列明的權限外，閣下還授權本行不時採取本行認為適當或有用的步驟，使本行可提供服務及行使本行在本條款及細則下的權限或權力。該等步驟可包括下列（或其中任何一項）事項：

- (a) 為遵守任何適用法規或市場要求採取行動或不採取行動。本條款中任何內容均不會除去、排除或限制閣下在法律下可享有的權利；
- (b) 代閣下預扣或支付就證券應支付或有關的任何稅項；
- (c) 將閣下證券與其他人士的財產匯集；
- (d) 向閣下歸還證券，而其可能與該等當初存入本行或本行所收到的證券的編號或識別號碼不同，但歸還給閣下的證券須與閣下當初存入本行或本行所收到的證券屬同一類別及面值；
- (e) 按本行的法律顧問、會計師、經紀或其他專業顧問的意見行事，但無須就該等人士的任何行為或遺漏負責；

- (f) 不接受證券的存入，或不向閣下歸還在本行存放的任何證券，而無須給予任何理由或事先發出通知；
 - (g) 參與並遵守就證券提供中央結算及交收設施的任何存管處或系統的規則及規例，並按該存管處或系統的慣常運作條款把證券存於該存管處或系統。但本行無須就任何存管處或系統的管理人或經營者的任何作為或遺漏負責；及
 - (h) 一般來說，作出就提供服務或行使本行在本條件及細則下享有的權限或權力而言屬必要或附帶的所有行動及事宜。
- 5.2 本行可委任任何人士作為本行的代名人、代理或受委人，代本行提供任何服務。該等人士可屬或不屬滙豐集團成員，亦可屬本地人士或海外人士。本行可將其在本條款及細則下的任何權力轉授給該等人士。該等人士亦可進一步委任任何其他人士作為其代名人、代理或受委人，代其提供任何服務，並可進一步將其獲本行轉授的任何權力轉授給該等其他人士。在此等情況下，本行仍須為任何該等人士的疏忽或故意失責負責。
- 5.3 除在本條款及細則另有指定外，在提供服務時，本行會謹慎處理閣下的財產，猶如處理本行自身的財產一樣。
- 5.4 閣下授權本行披露本行所持有的有關閣下、閣下證券及服務的任何資料予本行委任作為本行的代名人、代理或受委人並代本行提供任何服務的任何其他人士（不論是否滙豐集團成員，及不論是本地人士或海外人士）。
- 5.5 本行無責任確定閣下的國籍或任何限制是否適用於任何證券。這可包括就擁有權、擁有人的國籍或外匯管制或要求而設的限制。
- 5.6 服務的提供及使用受適用法規及市場要求限制。就此而言：
- (a) 如本條款及細則與任何適用法規或市場要求有任何不一致，概以該適用法規或市場要求為準。
 - (b) 適用法規及市場要求，以及本行為防止違反適用法規或市場要求或為對違反適用法規或市場要求的行為作出補救而採取的任何行動或步驟，均對閣下具有約束力，如同適用法規及市場要求已在本條款及細則明確列明一樣。
 - (c) 本條款及細則中任何內容均不會排除或限制本行在法律下或香港金融管理局或證監會施加的任何規定下可能向閣下承擔的責任或債務（如在相關的法律或規定下，本行不獲容許排除或限制該等責任或債務）。

6. 報告、結單及資料

6.1 報告及結單

- (a) 本行會根據香港金融管理局及證監會訂明的適用規定向閣下提供有關服務的報告及結單：
 - (i) 按本行與閣下雙方同意的時段（但最少每月一次）提供；及
 - (ii) 在收到閣下的要求後在合理可行範圍內盡快提供。
- (b) 本行可將報告及結單提供至閣下的個人網上理財賬戶，或以電郵或郵寄方式提供報告及結單。如本行按閣下的要求以郵寄方式提供報告及結單，本行可徵收合理費用。如適用監管要求並無要求本行提供證券戶口結單，本行可酌情在本行認為適當的情況下提供結單，不論閣下是否已選擇不接收結單。
- (c) 閣下應審查每份由本行提供的報告或結單是否準確。閣下應查閱當中是否有出現任何錯誤、遺漏、差異、未經授權的交易或不當情況，不論是否因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引起。閣下應在本行透過上（b）段指定的任何方式提供報告或結單後九十（90）日內，通知本行有關該報告或結單中任何指稱的錯誤、遺漏、差異、未經授權的交易或不當情況。如本行未有在指定期間內收到閣下任何該等通知，（1）該報告或結單即被視為正確、最終並對閣下具有約束力，及（2）閣下亦會被視為已放棄就該報告或結單向本行提出反對或採取任何補救方法的任何權利。
- (d) 閣下同意本行可以電子結單或電子通知書的形式透過電子渠道寄發有關服務的證券戶口結單、確認書或類似文件，而除非閣下要求，否則隨後本行無須發出書面文本。在閣下撤銷對接收電子結單或電子通知書的同意前，有關電子結單和電子通知書的另行條款及細則繼續適用。如該等條款及細則與本條款中有關電子結單或電子通知書的條文有任何不一致，概以該等條款及細則為準。該等條款及細則中列明的彌償條文並不亦不應詮釋為限制或削弱載於本條款及細則的任何彌償條文的效力。

6.2 資料

- (a) 如因任何原因致使有關任何服務的任何指示未有被執行或僅部分被執行，本行無責任通知閣下。如閣下要求就此獲得確認，閣下應隨後與本行聯絡。
- (b) 本行同意就下列事宜的任何重大更改通知閣下：本行的名稱、主要地址、註冊身份、中央編號或本行不時提供的服務。
- (c) 閣下同意就下列資料的任何重大更改通知本行：向本行提供有關證券戶口或現金戶口的任何資料或向本行提供有關使用服務的任何資料。
- (d) 在不限制或削弱上列（c）段的效力的情況下，閣下同意下列事項：
 - (i) 如閣下更改居籍、住處或國籍（包括取得任何新的國籍），須從速通知本行；
 - (ii) 向本行提供本行為分析上列任何更改的稅務後果而可能要求的任何資料（包括該等更改的原因）；及
 - (iii) 如出現上列任何更改，本行有權（1）在相關交易所或市場開市前撤銷閣下所有尚未執行的指示，及（2）預扣一筆按最高預扣稅率（或本行不時決定的任何其他預扣稅率）計算的款項。

6.3 進行一項證券交易後，本行會：

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

7. 指示

- 7.1 如閣下欲使用任何服務，須向本行發出指示。閣下亦須提供本行可不時指定的資料及文件，並填妥及完成本行可不時指定的表格及程序。
- 7.2 本行有權不時設定或更改使用證券戶口、現金戶口或服務的方式。這包括閣下可於營業日何時可操作證券戶口或現金戶口，或於營業日內為收取指示而設的截止時間。特別注意，本行可不時就現金戶口的運作施加限制。
- 7.3 本行有權接受或拒絕任何指示或在接受指示時附加任何條款而無須給予任何理由。本行有權按照其正常的商業慣例和程序行事而只接受（根據本行的合理見解而認為）可行和合理的指示。
- 7.4 閣下授權本行執行閣下發出或看似是由閣下發出的任何指示。本行沒有責任查證發出指示的人士的身份。如本行合理地認為指示是由閣下發出或經閣下授權，本行可執行該指示，並無須就此在任何情況下負責。當本行基於誠信理解及執行指示，即使（i）該指示不正確、虛假或不清晰，或（ii）非由閣下發出或非經閣下授權，閣下亦須受該指示約束。

- 7.5 本行有權在下列（或其中任何一個）情況下不接受或不執行任何指示：
- (a) 就有關購買或認購證券的指示而言：
 - (i) 如現金戶口中可用資金（其貨幣須與相關證券的貨幣相同）的結餘不足以支付與該購買或認購交易相關的購買價及預計開支。然而，本行可酌情接受該指示。在該情況下本行有權以本行認為適當的匯率將現金戶口中的任何資金兌換為相關證券的貨幣；及
 - (ii) 如可用信貸服務不足以支付該等購買價及開支，或如本行認為未有符合與該等信貸服務相關的條款及細則；
 - (b) 就有關出售或處置證券的指示，如未有足夠數量的相關證券以履行交收責任。該等證券必須不受以任何人士（包括本行）為受益人的任何押記、留置權或其他抵押權益或產權負擔或申索所規限。該等證券可以是：
 - (i) 以本行的名義作為代名人持有或以本行的代名人名義所持有；或
 - (ii) 將會存入但尚未存入證券戶口。

7.6 就收取有關任何交易所或市場的證券的購買或出售指示，本行有權設定截止時間。本行會應閣下要求告知閣下適用的截止時間。

7.7 閣下應給予本行足夠時間以處理閣下的指示。如本行並沒有獲得足夠時間處理指示，或在截止時間後才收到指示，本行無責任在同一日執行該指示。如指示中有指定交易日，而因任何原因該指示（不論全部或部分）在該交易日未有被執行，則該指示（或其中未被執行的部分）會被視為（1）在該交易日結束時失效，或（2）如在該交易被執行的市場，該交易日為公眾假期，則在該交易日隨後的營業日結束時失效。任何其他指示會持續有效，直至被閣下或本行取消。如在指示被執行的市場，該指示的日期為公眾假期，則本行會在該市場隨後的營業日執行該指示。

8. 本行責任一指示

8.1 本行會在收到指示後在合理可行的範圍內盡快執行該指示。就因或有關本行決定不處理任何指示，或本行因任何原因延遲執行或未能執行部分或全部指示而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支或相應而生的損失、損害或開支（包括在向本行發出或本行收到指示時及本行執行指示時之間出現的任何證券價格波動而招致或蒙受的損失、損害或開支），本行無須負責（因本行的疏忽而導致延遲或未能執行指示則屬例外）。

8.2 除本條款及細則下賦予本行的任何其他權利之外，在下列（或其中任何一個）情況下本行有權延遲執行或不執行指示而無須事先通知閣下：

- (a) 如根據本行的合理見解而認為該指示不清晰；
- (b) 如該指示不是以本行可接受的形式或方式作出；
- (c) 如鑑於當時市場情況或任何其他在本行合理控制範圍以外的原因，本行未能執行該指示；
- (d) 如根據本行的合理見解而認為該指示跟任何適用法規、市場要求或本條款及細則的條文不一致；及
- (e) 如該指示不是由閣下親身遞交。

8.3 就於香港境外的證券交易所上市的證券所設定的指示而言，本行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，而該等人士可以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跟適用於交易所及交易所操作人員的規例相似（但不一定相同）的規例。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一般考慮交易價格及取得更有利價格的機會。亦有可能考慮其他各種因素，例如：(i) 市場深度及指示數額；(ii) 有關證券的交易屬性；(iii) 執行指示的速度及準確性；(iv) 是否有高效率及可靠的指示處理系統；(v) 流動性及自動執行指示的保證；(vi) 服務水平；(vii) 執行指示的成本；及(viii) 執行的確定性。本行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。

9. 購買及出售指示

當本行接納指示時，下列條文適用：

- (a) 在收到有關購買或認購證券的指示後：
 - (i) 本行會基於誠信計算就該購買或認購交易須支付的購買價及預計開支的金額（包括稅項或其他開支）；
 - (ii) 本行有權（但無責任）支取或預扣某一金額，用作支付本行就該指示招致的全部實際債務或待確定債務（包括上列（i）段中的金額）。本行可從現金戶口（包括代閣下出售或處置證券而產生的資金）或閣下在本行維持的任何其他戶口中的可用資金（不論以正數結餘或信貸服務的形式）支取或預扣該等金額；及
 - (iii) 直至完成該購買或認購交易，閣下無權提取按上列（ii）段下被支取或預扣的金額的全部或其中任何部分，而該等金額亦不構成本行欠負閣下的債務。
- (b) 在收到有關出售或處置證券的指示後：
 - (i) 本行有權（但無責任）於完成該出售或處置交易時或之前本行酌情決定的任何時間從證券戶口支取或預扣相關證券；及
 - (ii) 就按上列（i）段被支取或預扣的證券而言，直至完成該出售或處置交易，閣下無權提取或以任何方式處理該等證券的全部或其中任何部分，閣下並應以信託方式為本行持有該等證券。
- (c) 本行可使用本行認為適當的合理匯率。

10. 取消指示

10.1 本行沒有責任執行指示以取消或更改較早的指示。本行可能已經完全執行該指示，或沒有足夠時間，或因任何其他原因而不能取消或更改尚未執行或已部分執行的指示。在該等情況下，本行概不負責閣下就本行因執行較早的指示所引致或與之有關而使閣下蒙受或招致的任何損失或費用。

10.2 本行可不執行指示（或其部分）。如根據本行的合理見解而認為有理由取消指示，本行可酌情取消任何尚未完全執行的指示（或其任何部分）。

11. 責任的限制及彌償

11.1 無信託或受信關係

- (a) 向閣下提供服務並不會令本行成為閣下的受託人或投資顧問。在提供服務時，本行會如處理自身的財產一樣謹慎。除在本條款及細則中明確指定外，就閣下的款項或資產，本行無信託或其他責任。

- (b) 儘管本條款及細則中載有任何其他條文或本行與閣下之間有任何其他安排，就本行提供有關證券或服務的託管服務或本行可酌情管理閣下的款項或資產（如有），閣下確認 (i) 該等由本行提供的服務不構成本行與閣下之間的受信關係，及 (ii) 本行在任何情況下無須承擔任何讓本行成為閣下的受信人的行動。
- 11.2 本行無責任審核或核實任何證券的所有權或產權的有效性。本行就本行代閣下購買或持有或將購買或持有的任何證券的所有權或產權的任何欠妥之處無須負責。
- 11.3 就下列（或其中任何一項）項目本行或任何本行的代理或代名人均無須負責：
- (a) 閣下的資產的管理或表現（包括閣下證券減值）；及
- (b) 閣下證券應繳付的任何種類的稅項。
- 11.4 就因或有關下列（或其中任何一項）情況而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責（第 11.5 條所載則屬例外）：
- (a) 閣下使用服務或本行向閣下提供服務、為閣下維持證券戶口，或為閣下或與閣下進行任何交易；
- (b) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；
- (c) 本行在收到指示時及執行指示時之間出現相關證券的價格波動；
- (d) 閣下未有履行本條款及細則、適用法規或市場要求下或有關證券戶口或服務的責任；
- (e) 本行保留或強制執行有關證券戶口或服務的權利或行使有關權力；及
- (f) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 3.2.1 條項下閣下的客戶財務資料）。
- 11.5 如第 11.4 條所載的情況證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，本行會就閣下直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的損失及損害負責。
- 11.6 本行向閣下提供的任何服務或本行的設備或設施，或就相關服務執行本行的職責及責任，出現任何干擾、延誤或失誤（不論屬全面或局部），如屬於本行或本行的代理或代名人的合理控制以外的原因或情況造成，則本行無須對閣下因而招致或蒙受的任何種類的任何損失、成本或損害負責。
- 11.7 在任何情況下，本行無須對閣下或任何其他人士負責因本行提供服務或未有或延遲提供服務而引致或相關的任何利潤或利息損失、間接或相應而生的損失。
- 11.8 就因或有關下列（或其中任何一種）情況而引致 (i) 本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還，但第 11.9 條所載則除外：
- (a) 閣下使用服務，或本行向閣下提供服務、維持閣下的證券戶口，或為或與閣下進行任何交易；
- (b) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；
- (c) 本行在收到指示時及執行指示時之間出現相關證券的價格波動；
- (d) 閣下未有履行本條款及細則、適用法規或市場要求下或有關證券戶口或服務的責任；
- (e) 本行保留或強制執行有關證券戶口或服務的權利或行使有關權力；及
- (f) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 3.2.1 條項下閣下的客戶財務資料）。
- 即使服務、證券戶口或本條款及細則被終止後，本彌償仍繼續有效。
- 11.9 如第 11.8 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，閣下無須在第 11.8 條下就直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。
- 11.10 本行可酌情同意接受存入或處理尚未繳足款項的證券。如果本行同意接受存入或處理該等證券，本行有權施加本行認為適當的任何條件。閣下授權本行（但本行無責任）在本行認為適當的情況下代表閣下支付有關該等證券的任何款項。第 11.8 條中的彌償適用於本情況。尤其是，閣下同意在本行要求下就該等證券向本行支付任何催繳款項。

12. 閣下確認及明白

- 12.1 閣下確認下列事宜：
- (a) 閣下居籍或住處並非有任何限制閣下購買任何證券的國家。如閣下成為該等國家的居民，閣下須立即通知本行並在本行要求時出售或贖回任何該等受限制的證券；
- (b) 在購買或進行任何證券交易時，閣下須確保閣下並非屬於不准購買或進行有關證券交易的人士，而閣下亦非代表任何受該等禁令限制的人士行事。
- 12.2 閣下明白並接受下列的風險披露聲明：
- (a) 證券交易的風險
證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
- (b) 在香港境外收到或持有的客戶資產的風險
屬外國上市的證券並在香港境外收到或持有者須受有關的海外司法管轄區的適用法律及規例所限制，而該等法律及規例可能與證券及期貨條例及據此制訂的規則並不相同。為此，該等證券可能不會享有與香港境內收到或持有的證券相同的保障。
- (c) 在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險
按照納斯達克－美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。閣下在買賣該項試驗計劃的證券之前，應先諮詢閣下的經紀的意見和熟悉該項試驗計劃。閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。
- 12.3 就服務而言，閣下確認閣下是以主事人（而非任何其他人士的代理或代名人）的身份行事。閣下不代表及不會代表任何其他人士持有或任何證券。

13. 費用及開支

- 13.1 閣下須繳付本行就提供服務或維持證券戶口的費用。有關費用會在開立證券戶口時通知閣下。本行有權不時按第 20 條更改費用。閣下可向本行任何一間分行索取本行的收費表。收費將會以本行指明的方式及相隔期間向閣下收取。除本行另行同意外，已繳交的收費將不獲退還。
- 13.2 閣下須繳付本行或本行委任的任何人士就提供服務合理地招致及金額合理的所有費用及開支。這可包括任何交易所、存管處或託管人的收費。本行就任何費用或開支所發出列明其金額及性質的成交單據、證明書或其他文件，就該等費用或開支而言屬最終證據，並在沒有明顯錯誤的情況下對閣下具有約束力。
- 13.3 除法律或本條款及細則下授予本行的任何權利外及在不限制或削弱任何該等權利的情况下，如閣下未有在任何費用或開支到期及應付時繳費（包括閣下未有繳付閣下因未有履行與任何交易有關的交收責任，而本行的情決定採取行動代閣下履行該等責任而引致本行所招致的任何費用或開支）：
- (a) 本行有權從現金戶口或閣下在本行維持的任何其他戶口中支取所欠金額，而無須事先通知；及
 - (b) 就證券戶口或閣下在本行維持的任何其他戶口內的所有證券，本行擁有留置權及售賣權。該等證券須作為所欠金額的持續抵押。本行有權按本行認為適當的條款通過公開或私人售賣方式出售任何或所有該等證券。本行無須就該等出售而可能產生的任何損失向閣下負責。本行可把出售的收益，在扣除本行就該等出售而合理地招致及金額合理的所有成本及開支後，用作或用於清還所欠金額。

14. 支賬權利

除法律或本條款及細則下授予本行的任何權利外及在不限制或削弱該等權利的情况下，本行有權無須事先通知閣下而就閣下應向本行繳付的任何金額（包括任何費用、開支或利息），從現金戶口或閣下在本行維持的任何其他戶口支賬，不論該等戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同費用、開支及累算利息清還所欠金額（以本行可不時設定的利率就所欠金額累算）。

15. 佣金

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

16. 終止或暫停服務

- 16.1 本行可在不少於三十（30）日前向閣下發出事先書面通知停止向閣下提供服務。閣下可在不少於三十（30）日前向本行發出事先書面通知終止服務。
- 16.2 如本行認為第 16.3 條中的事件或其中任何一項（各稱「違約事件」）發生，本行有權即時暫停或終止全部或任何部分服務、證券戶口及現金戶口。
- 16.3 下列事件為違約事件：
- (a) 閣下違反或未能履行或遵守本條款及細則。這可包括閣下未能結清任何交易、繳付任何到期金額或未能履行有關服務或證券戶口的任何其他責任；
 - (b) 閣下在本條款及細則下作出的確認書，被證實在其作出時在任何重大方面上屬虛假或具誤導性；
 - (c) 閣下採取具有下列作用的任何行動或程序：
 - (i) 宣布破產；
 - (ii) 重新安排閣下債務的償還時間，或就閣下的債務尋求作出凍結、延期償付或其他類似濟助。這可包括閣下與閣下的一個或多個債權人就閣下債務的全面重新調整或重新安排償還時間而展開商議，或閣下為閣下的債權人整體利益而達成任何債務重整協議或其他安排；或
 - (iii) 就閣下大部分的資產委任受託人、接管人、清盤人、破產管理人、託管人或其他類似官員；
 - (d) 針對閣下或閣下的資產展開的任何訴訟或法律程序，（1）其性質為上列第（c）段所指明，或（2）該等訴訟或法律程序目的為進行執行，扣押或查封閣下的資產，或為使產權負擔人管有閣下的資產；
 - (e) （如任何服務、證券戶口或現金戶口向兩名或以上人士提供，或如另一名人士於證券戶口或現金戶口具有權限）閣下各位之間就服務、證券戶口或現金戶口發生任何爭議或展開任何法律程序；
 - (f) 閣下違反或未能遵守任何適用法規或市場要求，或本行認為就防止違反任何適用法規、市場要求或良好市場慣例標準為有需要或有用；
 - (g) 證券戶口、現金戶口或閣下在本行維持或存放的任何其他戶口或資產受法律命令或要求約束，或被發出法律命令或要求；
 - (h) 就保護本行為有需要或有用，或如已採取或發生任何本行認為會或可能會對閣下履行閣下在本條款及細則下責任的能力產生重大不利影響的行動或事件；
 - (i) 如閣下或（當服務、證券戶口或現金戶口向兩名或以上人士提供時）閣下任何一人逝世或喪失行為能力；
 - (j) 本行認為或有理由懷疑：（1）本行未獲給予有效授權書，或（2）閣下並非證券戶口或現金戶口的真正擁有人或沒有權限操作證券戶口或現金戶口；及
 - (k) 本行認為有任何其他事件致使暫停或終止服務、證券戶口或現金戶口為有需要或有用的。該等事件可包括閣下的居籍或住處的司法管轄區對閣下購買或持有任何證券有限制。
- 16.4 如閣下或本行因任何原因暫停或終止全部或任何部分服務、證券戶口或現金戶口，或發生任何一項或多項違約事件，本行有權採取下列（或其中任何一項）行動：
- (a) 取消或終止在服務、證券戶口或現金戶口暫停或終止時或違約事件發生時本行尚未執行的任何指示；
 - (b) 完成於暫停或終止服務、證券戶口或現金戶口前或違約事件發生前本行已代閣下進行的任何交易；
 - (c) 行使在第 16.5 條下本行的任何權利；及
 - (d) 不接受或不執行閣下發出或代閣下發出的任何指示，即使本行從閣下收到任何相反的指示。

- 16.5 本行有權在不限制或削弱法律或本條款及細則下授予本行的任何權利的情況下，酌情採取下列步驟（或其中任何一項）：
- (a) 抵銷或扣起現金戶口結存的任何款項或出售任何證券所得的款項，以清還因閣下到期未付、欠付或應付本行的任何性質的款項（包括按本條款及細則閣下應付的所有款項），而無須事先通知閣下；
 - (b) 把現金戶口與閣下在本行維持的任何其他戶口組合或合併，而無須通知閣下；及
 - (c) 為行使上述（a）及（b）段下的任何權利，按本行認為適當的條件出售任何證券予本行認為適當的人士，或以其他形式處置任何證券。
- 16.6 即使暫停或終止服務、證券戶口或現金戶口或發生任何違約事件之後，閣下仍須負責履行及完成在其之前閣下已產生或累算的任何責任或債務。

17. 價格

閣下接受下列所有事項：

- (a) 本行就證券的價格作出的報價，可能由不同的市場資訊提供者提供或本行從其他資料來源獲取。本行及本行的市場資訊提供者會盡力確保報價準確及可靠，但本行及本行的市場資訊提供者均不會保證任何報價就任何目的而言為準確、可靠、及時、完整或充分。就任何報價的不準確度、不充足度或遺漏而引致或與之相關的任何損失或損害，本行及本行的市場資訊提供者均無須負責（不論是侵權、合約或任何其他方面的責任）。
- (b) 本行就任何證券向閣下作出的報價（不論是否就閣下的查詢作出的回覆）僅供參考，對本行並無約束力。閣下不應依賴任何僅供參考的報價，以及閣下須就依賴該等報價自行負責。
- (c) 一項交易的實際買入價和賣出價可能與較早前向閣下作出的報價不同。除非報價由本行就一項交易確認，否則本行有權以本行或本行代理實際進行該項交易時的價格執行閣下有關出售或購買任何證券的指示，即使該等價格與本行較早前作出的報價對閣下較為不利。
- (d) 閣下不應就本行提供的任何報價作出下列（或其中任何一項）行為：
 - (i) 向任何其他人士發布該等報價（或其任何部分）；
 - (ii) 使用或容許使用該等報價（或其任何部分）作任何非法用途；
 - (iii) 使用該等報價（或其任何部分）作閣下個人參考外的用途；及
 - (iv) 使用該等報價（或其任何部分）進行非透過本行辦理的任何證券交易或買賣。

18. 閣下同意借出證券

- 18.1 如閣下明示同意借出閣下證券，本行須就歸還同等證券予閣下負上全責，並確保不附帶產權負擔或任何性質的留置權。
- 18.2 根據第 18.1 條閣下同意借出閣下證券的年期為 12 個月，閣下可於期滿後以書面表示同意續期，而每次可續期 12 個月。

19. 通訊

- 19.1 閣下同意本行可不時使用閣下提供並已在本行紀錄中的任何聯絡資料（包括地址、電話號碼、電郵地址及傳真號碼）聯絡閣下（不論以信件、電話、短訊、傳真、電郵或其他方法）。
- 19.2 除非本行另有指定，否則在下列情況下，閣下即被視為已收到本行給閣下的任何通知：
- (a) （如以專人派遞）在專人派遞或置放該通訊於閣下最後以書面通知的地址之時；
 - (b) （如以郵寄方式發出）在本行向上述地址郵寄該通訊後四十八（48）小時（如屬香港地址）或七（7）日（如屬香港境外地址）；
 - (c) （如以傳真方式發出）緊隨本行向閣下最後以書面通知的傳真號碼傳真該通訊後；
 - (d) （如以電郵方式發出）緊隨本行向閣下最後以書面通知的電郵地址電郵該通訊後；
 - (e) （如在個人網上理財賬戶提供）緊隨本行把該通訊提供至閣下於本行維持的個人網上理財賬戶後；或
 - (f) （如以公開張貼作通訊方式）緊隨本行在本行的範圍內公開張貼該通訊後。
- 19.3 除非任何相關部分的郵政服務受到工業行動影響，本行以先付郵資的信封（及如上述地址屬香港境外地址，以空郵）郵寄任何通知、要求或其他通訊，即被視為已將該通知、要求或其他通訊寄出。
- 19.4 閣下向本行發送的通訊將被視為於本行實際收到通訊當日收到。
- 19.5 本第 19 條不會限制或削弱本條款及細則中適用於（i）本行向閣下發出戶口結單、交易通知書或確認書或（ii）閣下向本行發出指示的任何條文的效力。

20. 更改本條款及細則

本行有權透過通知不時更改本條款及細則（包括費用及收費）及規管服務、證券戶口或現金戶口的任何其他條款及細則。本行將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。除非本行在更改本條款及細則的生效日期前收到閣下的通知在該更改的生效日期前終止服務或結束證券戶口，否則閣下將受有關更改約束。

21. 第三者權利

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

22. 管轄法律及版本

- 22.1 本條款及細則受香港法律管轄並按其詮釋。
- 22.2 本條款及細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

23. 管轄權

- 23.1 閣下服從香港法院的非專有管轄權。
- 23.2 本條款及細則可在任何具司法管轄權的法院強制執行。

附錄一

定義及詮釋

1. 詮釋

- (a) 除非文義另有要求，在本條款及細則中：
- (i) 任何對「條文」或「附錄」的提述指本條款及細則內的條文或附錄；
 - (ii) 任何對本條款及細則、協議或文件的提述指經不時修改、更改或補充的本條款及細則、協議或文件；
 - (iii) 任何對適用法規的提述指經不時修改、重新制定或有效的適用法規；及
 - (iv) 單數詞語包括複數的意思，反之亦然，而提及性別的詞語包括任何性別。
- (b) 每個附錄構成本條款及細則的部分。
- (c) 本條款及細則中的標題僅供參考，並不影響本條款及細則的詮釋。

2. 定義

除非本行另有指定或文義另有要求，在本條款及細則中下列詞語具下列涵義。

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

權力機關指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

營業日在本條款及細則指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

現金戶口指閣下在本行維持並指定作為與服務有關的扣賬和入賬用途的各港幣或美元戶口，受限於本行不時指定的該等限制。

公司行動指可歸屬於證券並由該證券的發行商所提供的任何權利、利益或權益。

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

香港金融管理局指香港金融管理局或其繼承人。

香港指中華人民共和國香港特別行政區。

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

指示指以本行不時接受的任何形式或方式發出，有關證券戶口、現金戶口或服務的任何指示，包括以傳真、電報、電話、自動櫃員機及零售點終端機發出。

綜合理財戶口條款及細則指本行不時指定，規管各種戶口及服務的綜合理財戶口條款及細則，可被不時修改。

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

證券指本行可不時按本條款及細則接納或處理的股票、股份、權證、債券、票據、衍生工具、存款證、單位信託基金、互惠基金及其他集體投資計劃，及通常被稱為證券的其他權益；而「**閣下證券**」指由閣下獨自或閣下全體共同實益擁有，並由本行或本行的代名人以代名人名義持有或將持有的證券。

證監會指香港證券及期貨事務監察委員會或其繼承人。

證券及期貨條例指證券及期貨條例（香港法例第 571 章）。

證券戶口指閣下在本行維持用途為持有閣下證券的戶口。

服務指本行就證券戶口可提供或促致的任何服務，包括投資及託管服務。服務包括第 3 條所載的服務。

條款及細則指可被不時修改的本條款及細則。

單位信託基金指本行擬根據本條款及細則買賣或處理的一般被稱為單位信託基金或互惠基金的集體投資計劃的任何單位、股份或權益。

本行或本行指香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，在證券及期貨條例下獲註冊為註冊機構，中央編號為 AAAS23，及其繼承人及受讓人。

閣下或閣下的指以其名義維持證券戶口或獲提供服務的各位人士，及如文義允許，包括獲閣下授權發出有關證券戶口或服務的指示的任何個人。