

## **Notice of Changes on the Securities Account Terms and Conditions, effective 21 June 2018 ("effective date")**

With effect from 21 June 2018, an Appendix 2 regarding the Terms and Conditions for HSBC IPO Nominees Services and IPO loan ("these Conditions") governing the subscription to Initial Public Offerings ("IPO") is added into the Securities Account Terms and Conditions. You should read and understand these Conditions before submitting any IPO application via HSBC channels. Clause 3.1 of the Securities Account Terms and Conditions on Scope of Investment Services will be updated to include IPO on Effective Date.

Please note that the above change shall be binding on you if you continue to use or retain your Securities Account(s) on or after the Effective Date, being 21 June 2018. If you do not agree to the above change, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing terms and conditions before the Effective Date.

If you have any queries, or should you wish to terminate any of your account(s), please contact us at our branches or call our customer service hotlines stated below:

**HSBC Premier customers: (852) 2233 3322**

**HSBC Advance customers: (852) 2748 8333**

**Other customers: (852) 2233 3000**

You can obtain a copy of the amended terms and conditions by visiting HSBC's website at <https://www.hsbc.com.hk/personal/form-centre.html> or any of our branches. If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

May 2018

### **證券戶口條款及細則的修改通知，由2018年6月21日起生效（「生效日期」）**

由2018年6月21日起，適用於新股認購 (IPO) 的滙豐首次公開發售代理人服務及新股認購貸款服務條款及細則（「有關條款及細則」）將納入證券戶口條款及細則之附錄二。當您透過滙豐認購新股前，您必須確認已閱讀及明白有關條款及細則。證券戶口條款及細則第3.1條有關投資服務的範圍之條文將會在生效日期更新以涵蓋IPO。

請注意，如您在生效日期當日（即2018年6月21日）或之後繼續使用或保留您的證券戶口，則您須受上述修改約束。如您拒絕接受該等修改，您有權根據現有版本中的相關條款於生效日期之前終止您的戶口。

如您有任何疑問，或有意終止您的任何戶口，請前往分行或致電以下客戶服務熱線與本行聯絡：

**滙豐卓越理財客戶：(852) 2233 3322**

**滙豐運籌理財客戶：(852) 2748 8333**

**其他客戶：(852) 2233 3000**

您可瀏覽以下滙豐網站或前往本行任何分行以索取經修改的條款及細則：<https://www.hsbc.com.hk/zh-hk/personal/form-centre.html>。本通知的英文版本與中文版本如有任何歧義，概以英文版本為準。

2018年5月



## Changes on the Securities Account Terms and Conditions

### 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.

##### **3.1.5 In relation to the subscription to Initial Public Offerings (IPO), additional specific terms and conditions set out in Appendix 2 apply.**

## Appendix 2 Terms and Conditions for HSBC IPO Nominees Services and IPO loan ("these Conditions")

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE HSBC IPO NOMINEES SERVICES AND IPO LOAN SERVICES.

Terms and expressions used herein, unless the context requires otherwise, have the meanings set out herein or otherwise in the Securities Account Terms and Conditions as supplemented by these Conditions.

In the event of any inconsistency between these Conditions and Securities Account Terms and Conditions, the terms of these Conditions shall prevail.

### 1. Available Services and Governing Conditions

- a. The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523 ("we", "us", "our", which include our successors and assigns) may provide at our discretion (i) services relating to applications for public offers of securities ("Public Offer" or "IPO") with such features and on such terms and conditions as we may specify from time to time ("HSBC IPO Nominee Services") and (ii) IPO loan services on such terms and conditions as we may specify from time to time ("IPO loan services").
- b. If we provide HSBC IPO Nominee Services or IPO loan services to you, our provision of and your use of HSBC IPO Nominee Services or IPO loan services, and all transactions and dealings effected by you or for you through these services will be subject to (i) these Conditions, (ii) our terms and conditions governing the Investment Account, (iii) our terms and conditions governing the Settlement Account ("Settlement Account Conditions"), (iv) our terms and conditions governing the Integrated Account ("Integrated Account Conditions") or our terms and conditions governing the Securities Account ("Securities Account Conditions") or our terms and conditions governing the Securities Margin Trading Service Account ("Securities Margin Trading Service Account Conditions") as the case may be, and (v) all other applicable terms and conditions as we may specify from time to time, including those set out in this application form.
- c. All of the terms and conditions referred to in Condition 1(b) above apply as if they were expressly extended to the HSBC IPO Nominee Services and the IPO loan services.
- d. These Conditions prevail over the other terms and conditions referred to in Condition 1(a) or 1(b) above if there is any inconsistency between them concerning HSBC IPO Nominee Services or the IPO loan services.
- e. For clarity:
  - (i) where the Investment Account is in joint names:
    - (1) references to "you" or "your" in these Conditions mean each and all of the account holders;
    - (2) where an application for securities in a Public Offer is made under the Investment Account, all of the account holders expressly agree and confirm that:
      - (A) we are authorised to act on an instruction received by us from any account holder to submit an application for securities in the Public Offer and process the application in the name of all or any account holders, which instruction shall be binding on all of the account holders;
      - (B) we are authorised to credit to the Investment Account any securities allocated by the Issuer of the Public Offer as a result of the application to the applicant;
      - (C) all of the account holders shall be severally and jointly liable for the application and any securities allotted by the Issuer as a result of the application shall be jointly owned by them; and



**HSBC**  
滙豐

- (D) where a Public Offer does not permit multiple applications and more than one account holder makes an application for securities in that Public Offer, we may (but has no obligation to) act on the first instruction received by us and reject any other application as multiple application;
- (ii) new securities subscribed on your behalf pursuant to HSBC IPO Nominee Services will constitute "Securities", and HSBC IPO Nominee Services and IPO loan services will constitute "Services", as defined in the Integrated Account Conditions or Securities Account Conditions or "Securities Margin Trading Services", as defined in the Securities Margin Trading Service Account Conditions (as the case may be). These securities may or may not be listed on The Stock Exchange of Hong Kong Limited and may include equity shares and bonds; and
- (iii) terms and expressions used in these Conditions if not defined in these Conditions have the same meanings as defined in the Integrated Account Conditions, Securities Account Conditions or Securities Margin Trading Service Account Conditions (as the case may be), unless the context requires otherwise.

## 2. HSBC IPO Nominee Services

- a. HSBC IPO Nominee Services enable you to make applications in certain Public Offers through us.
- b. Prospectus and explanatory memorandum in respect of each Public Offer in an equity offering, or the Issue Circular & Programme Circular, selling manual or any other offering document in respect of each Public Offer in a debt offering (each and collectively referred to as "Offering Documents") and this application form are available upon request at our designated branches. Each application for securities in a Public Offer is subject to the terms and conditions of the relevant Public Offer which are contained in the Offering Documents relating to it.
- c. By submitting this application form to us, you appoint and authorise us or our nominee(s) to submit applications for securities in Public Offers from time to time in accordance with your instructions to the issuer or the offeror of the securities in each case ("Issuer"). We have the right to refuse to act on an instruction to submit application for securities in a Public Offer in the following circumstances (or any of them):
  - (i) if there are insufficient funds in your designated account ("Settlement Account") at the time of making the application;
  - (ii) if there are insufficient funds in your Settlement Account at the time for settling (1) the application money (which include any applicable premium), (2) the expected fees, charges and expenses, and (3) any other amount representing actual or contingent liabilities incurred by us in connection with acting on your instruction to make the application ("Subscription Cost"); and
  - (iii) if, in our opinion, there are reasonable grounds for refusal. These grounds may include (1) where an instruction is received after the cut-off time specified by us, (2) where we have any reason to believe that the processes for collecting and handling applications have been tampered with, or (3) where applicable, duplicate or multiple applications in the Public Offer have been made by you or for you to the Issuer.
- d. In relation to each application we submit for you in accordance with your instructions, we act as your agent for the purpose of applying for the securities in the relevant Public Offer.
- e. All securities subscribed or purchased pursuant to these Conditions will be held for you by us as nominee (1) in our name, (2) in the name of a nominee appointed by us in the market where such securities are issued, listed or bought or sold, or (3) in the name of a nominee in accordance with the rules of the applicable system which provides central clearing and settlement facilities for such securities, in (i) an investment services account under the Integrated Account ("Investment Services Account"), (ii) a securities account ("Securities Account"), or (iii) a securities margin trading service account ("Securities Margin Trading Service Account") maintained by you with us as specified by you in this application form (such Investment Services Account, Securities Account and Securities Margin Trading Service Account specified by you are each and collectively referred to as "Investment Account").

## 3. Our Responsibility, Authority and Limitation of Liability

- a. The Issuer of a Public Offer is responsible for the contents of the Offering Documents and the application form(s) relating to that Public Offer that are provided or contributed by it. We are responsible for providing HSBC IPO nominees services according to these Conditions. The Issuer is not responsible to you if we fail to perform any of our obligations under these Conditions.
- b. In providing HSBC IPO Nominee Services, we are not your investment adviser and we are not responsible for any loss, damage or expense of any kind which you may incur or suffer arising from or in connection with any transaction or dealing effected by you or for you through HSBC IPO Nominee Services. We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in respect of our IPO nominees services. We do not provide any solicitation of the sale or recommendation of, or advice on, any Public Offer. All applications for securities in a Public Offer that you enter into are conducted on an execution-only basis. We do not have any duty to assess or ensure suitability of the applications that you enter into.
- c. We will take reasonable precautions to preserve the confidentiality of information relating to you and furnished by you to us in connection with the use of HSBC IPO Nominee Services. You authorise us to disclose any of your information to any person appointed by us for the purposes of providing HSBC IPO Nominee Services or performing our obligations under these Conditions.
- d. You authorise us to take such steps or action as we may consider appropriate or useful to enable us to provide HSBC IPO Nominee Services. These may include taking action or refraining from action for complying with any law, regulation or court order, or rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank, exchange 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 ("Applicable Regulations").
- e. We are not liable for any loss, damage or expense incurred or suffered by you arising from or in connection with any delay, failure or inability on our part in acting on your instruction in full or at all for any reason.

## 4. Eligibility for Making an Application Using HSBC IPO Nominee Services

- a. You are eligible to make an application for securities using HSBC IPO Nominee Services if you satisfy or (where the Investment Account is in joint names) each of the account holders satisfies all of the following conditions:
  - (i) you are or (where the Investment Account is in joint names) each of the account holders is qualified to apply for securities in the relevant Public Offer in accordance with the terms and conditions of the relevant Public Offer set out in the Offering Documents or this application form, as applicable;
  - (ii) except where any other age requirement is specified by us or the Issuer of the relevant Public Offer (or both), you are or (where the Investment Account is in joint names) each of the account holders is over 18 years old;
  - (iii) you satisfy or (where the Investment Account is in joint names) each of the account holders satisfies any other requirements which may be



- specified by us or the Issuer of the relevant Public Offer (or both);
- (iv) you are an individual (including where you are a sole proprietor);
  - (v) you apply for your own benefit only; and
  - (vi) you are a holder of the Investment Account.

- b. We do not provide HSBC IPO Nominee Services to corporations or partnerships. Neither do we process any instruction given through HSBC IPO Nominee Services to apply for securities in a Public Offer for the benefit of any person other than yourself.

#### **5. Your Application for Securities in a Public Offer under HSBC IPO Nominee Services**

- a. You are solely responsible for reading and fully complying with the provisions of the Offering Documents and the application instruction of the relevant Public Offer before making an application for securities using HSBC IPO Nominee Services.
- b. You must input the requisite information in all the applicable parts of this application form in English. You must also ensure that all information provided to us is true, complete and up-to-date. We will reject your application if this application form does not contain all the requisite information or if this application form is not completed in English.
- c. You must apply for at least the minimum quantity of securities specified for the relevant Public Offer. If you apply for more than the minimum requirement, you must apply for complete multiple(s) of the minimum requirement as specified in the terms and conditions of the relevant Public Offer set out in the Offering Documents or this application form, as applicable.
- d. Where a Public Offer permits an applicant to make more than one application for securities, we will process multiple applications. In that case, we have the right to handle the applications in such order or manner as we consider appropriate at our sole discretion, including where there are insufficient funds in your Settlement Account to cover all the multiple applications.
- e. Where a Public Offer does not permit multiple applications, we have the right to reject any multiple or suspected multiple applications. In that case, we may (but has no obligation to) act on the first instruction received by us from you whether through HSBC IPO Nominee Services or any other channel.
- f. The cut-off date and time for receiving an instruction to apply for securities using HSBC IPO Nominee Services are specified in the terms and conditions of the relevant Public Offer set out in the Offering Documents or this application form, as applicable.

#### **6. Your Confirmation and Our Receipt of this Application Form**

- a. Your confirmation
  - (i) By submitting this application form to us, you confirm that the information provided in this application form is true and accurate.
  - (ii) Once you submit this application form, you cannot revoke or withdraw your instruction to apply for securities in a Public Offer using HSBC IPO Nominee Services without our prior consent. That instruction will constitute your offer to subscribe for or purchase securities pursuant to the terms and conditions of the Public Offer, these Conditions and all other applicable terms and conditions including those set out in this application form.
  - (iii) By submitting this application form, your instruction to apply for securities in a Public Offer using HSBC IPO nominee services will become irrevocable and binding on you, whether given by you or by any other person purporting to be you. We have no duty to verify the identity or authority of the person giving any instruction or the authenticity of any instruction.
- b. Our receipt of this application form

You should note that our receipt of this application form submitted by you does not constitute:

  - (i) an acceptance by the Issuer of that Public Offer of your application to subscribe for or purchase securities in that Public Offer; or
  - (ii) our confirmation that we will process that instruction. We have sole discretion to decide to process an instruction only where you satisfy the applicable conditions. These conditions may include we successfully debit the requisite Subscription Cost from your Settlement Account in accordance with Condition 7.

#### **7. Authorisation to Debit Subscription Cost**

- a. With respect to an application for securities in a Public Offer, you authorise us to debit from your Settlement Account on the IPO closing date or such earlier time as we consider appropriate, an amount required to cover the Subscription Cost of that application.
- b. You accept that we have the right to withhold the relevant amount from the sum available (whether in the form of credit balance or credit facility) in your Settlement Account from the date we receive your instruction to make the application until the relevant amount is actually debited from your Settlement Account. If we exercise this right, you are not entitled to withdraw, use or deal with all or any part of such credit balance or credit facility until such date as specified in the application instruction of the relevant Public Offer or until we notify you that the instruction is not carried out for any reason.
- c. You must ensure that there are sufficient funds in your Settlement Account to cover the Subscription Cost of an application at the time of making the application.
- d. If the offer price of the securities you applied for in a Public Offer (as finally determined by the Issuer) is higher than the initial offer price, you agree to pay for the shortfall amount of the application money and authorise us (but we have no obligation) to debit the shortfall amount from your Settlement Account or any of your accounts maintained with us (if there are insufficient funds in your Settlement Account).
- e. You agree that we may (but have no obligation to) make an application for securities in a Public Offer pursuant to your instruction if there are insufficient funds in your Settlement Account to cover the Subscription Cost of that application. If we make an application for you, you authorise us to do the following (or any of them):
  - (i) overdraw your Settlement Account and you are fully responsible for such overdraft including all interest on the overdrawn amount at the rate specified by us from time to time. You are required to deposit sufficient funds in your Settlement Account to cover the overdrawn amount on our demand. You authorise us, without further notice to you, to sell or dispose of the securities that are issued to you as a result of that application and apply the proceeds (after deducting reasonable expenses) to repay the overdrawn amount if you fail to deposit sufficient funds in your Settlement Account;
  - (ii) on the IPO closing date or such earlier time as we consider appropriate, debit an amount required to cover all or any part of the Subscription



Cost of that application from any of your accounts maintained with us. Where any such debit requires the conversion of one currency into another currency, such conversion shall be calculated at the exchange rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you; and

- (iii) on the IPO closing date or such earlier time as we consider appropriate, transfer an amount as we consider appropriate from any of your accounts maintained with us to your Settlement Account, and thereafter debit from your Settlement Account an amount required to cover the Subscription Cost of that application. Where any such transfer requires the conversion of one currency into another currency, such conversion shall be calculated at the exchange rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you.

#### **8. Submission of Application for Securities**

- a. We will process your instruction to apply for securities in a Public Offer subject to these Conditions [including our right to refuse to act on your instruction under Condition 2(c)] and submit an application for you within such period specified in the Offering Documents.
- b. If we refuse to act on any instruction to apply for securities for any reason, we will refund any amount debited by us in relation to that instruction (in full but without interest) in accordance with Condition 11(a).

#### **9. Notification of Results**

- a. The Issuer of a Public Offer is solely responsible for announcing the result of the applications and allocation of the securities. The arrangements for announcement of results may differ amongst Public Offers. You should review the Offering Documents of the relevant Public Offer for details.
- b. We may where we consider appropriate (but have no obligation to) notify you of the result of the application made by us pursuant to your instruction.

#### **10. Authorisation to Credit the Securities to the Investment Account**

You authorise us to credit any securities allocated to you as a result of an application for securities made by us pursuant to your instruction to your Investment Account.

#### **11. Refund of Subscription Cost**

- a. We will arrange for refund of Subscription Cost in the following circumstances:
  - (i) if we do not submit an application for you for any reason, we will arrange to refund the Subscription Cost in connection with the application debited by us (in full but without interest) to you by crediting the relevant amount to your Settlement Account within a reasonable time upon closing of the public offer period relating to the relevant IPO or such period of time as we consider appropriate; or
  - (ii) if we submit an application for you but it is unsuccessful or only partly successful, we will arrange to refund the Subscription Cost (in full or in part (as applicable) but without interest) to you by crediting the relevant amount to your Settlement Account within a reasonable time after we receive the refund from the relevant Issuer.
- b. If the offer price of the securities you applied for in a Public Offer (as finally determined by the Issuer) is less than the initial offer price, we will arrange to refund the surplus amount of the Subscription Cost debited in connection with the application to you in accordance with the terms and conditions of the relevant Public Offer.
- c. All fees, charges and expenses charged by us in relation to an application are not refundable unless we agree otherwise.

#### **12. Your Responsibilities and Your Authorisations to Us**

- a. You agree to read the terms and conditions and the application procedures set out in the Offering Documents and agree to be bound by them before making an application using HSBC IPO Nominee Services and confirm to us that you are in full compliance with the terms and conditions and application procedures of the Public Offer.
- b. You agree to use HSBC IPO Nominee Services in strict compliance with these Conditions and the provisions (in particular, the terms and conditions of the Public Offer and the selling restrictions) set out in the Offering Documents and this application form. You acknowledge that we are not required to submit an application on your behalf if you do not comply with any of the provisions or requirements set out in these Conditions, the Offering Documents or this application form.
- c. You undertake and agree to accept the securities applied for, or any lesser number allocated to, you or pursuant to your application using HSBC IPO Nominee Services.
- d. If applicable, you authorise us to instruct and authorise the Issuer or other parties (or their respective agents or nominees) in connection with the Public Offer to execute any transfer forms, contract notes or other documents on your behalf, to do on your behalf all things necessary to register any securities allocated to you in your name(s), as required by the articles of association of the relevant Issuer, and to give effect to the arrangements described in the Offering Documents.
- e. In the case of equity offerings, you agree that we have the ability to authorise, on your behalf, the Issuer to place your name(s) on the register of members of the Issuer as the holder of any securities allocated to you.
- f. Where multiple applications are not permitted in a Public Offer, you undertake that the application made by you using HSBC IPO Nominee Services is the only application made by you in that Public Offer. You are fully aware that multiple or suspected multiple applications will, in a Public Offer which does not allow multiple applications, be rejected. You further acknowledge that we may (but have no obligation to) act on your first instruction received by us.
- g. You authorise us, or our nominee(s) (as the case may be) to sign all documents and to do all things necessary to enable you to be registered as the holder(s) of the securities allocated to you, and as required by the articles of association of the Issuer of the securities.
- h. You authorise us to disclose and transfer to any person all information relating to you in connection with your application for securities in a Public Offer if such disclosure and transfer is (i) required by any Applicable Regulation, (ii) requested or required in connection with that Public Offer, or (iii) in our reasonable opinion, necessary for our provision of HSBC IPO Nominee Services. The persons to whom we disclose and transfer your information may include any government, regulatory or tax authority in any jurisdiction, the Issuer, other parties in connection with that Public Offer (including the receiving banks, custodians, depositories, registrars and sponsors in an equity offering or the Central Moneymarkets Unit Service



operated by Hong Kong Monetary Authority, or other custodian or depository in a debt offering), and any of our subcontractors, affiliates or nominees. We are authorised to transmit information relating to you to, or through, and to store that information in various locations in or outside Hong Kong as we reasonably consider appropriate or useful for the provision of HSBC IPO Nominee Services.

- i. You will not, and will not attempt to, copy, reproduce, republish, frame, upload to a third party, transmit or distribute the whole or any part of the Offering Documents or the application form.
- j. You understand that it is your sole responsibility to determine independently whether to make an application for securities in a Public Offer and to seek independent professional advice on legal, tax and other issues in connection with the use of HSBC IPO Nominee Services, these Conditions, the Offering Documents and any transactions and dealings which may affect you under all applicable laws. We do not provide solicitation, recommendation, investment advice or guidance on any application for securities made by you using HSBC IPO Nominee Services. By making any such application, you are considered as having made such application based on your own judgment and investment decision.
- k. You undertake that at all times you have all authorisations and consents necessary for the transfer, use, control or processing of personal data and other information furnished to or received by us in connection with or pursuant to your use of HSBC IPO Nominee Services. You will indemnify us, HSBC Holdings plc and its subsidiary and associate undertakings and their respective branches ("HSBC Group") 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 infringement of any other person's rights or violation of any Applicable Regulation caused by the transfer, use, control or processing of personal data and other information pursuant to our provision of HSBC IPO Nominee Services.

### 13. Fees, Expenses and Rebates

- a. We (or any other member of the HSBC Group) are entitled to receive and retain any rebate received by us arising out of or in connection with the securities successfully allotted to you in a Public Offer. Such rebate may be received by us and other members of the HSBC Group in our respective capacities in connection with that Public Offer, and may take the form of a fee, commission or any other form. We and other members of HSBC Group are not required to account to you any rebate received by us.
- b. We have the right to charge or vary the fees relating to the use of HSBC IPO Nominee Services and the intervals at which they are payable from time to time. Such fees are in addition to any fees which you may be required to pay in relation to your Investment Account. We will notify you the rate of the fee and you have to pay it if you continue to maintain or use HSBC IPO Nominee Services after the effective date for imposing a fee or a revised fee. Any fee payable by you in relation to the application for securities in a Public Offer will be notified at the time of your application. Paid fees are not refundable unless we agree otherwise.
- c. You authorise us to debit any amount payable by you to us (including any fees, charges, expenses or interest) relating to the provision of HSBC IPO Nominee Services from the Settlement Account. The fees may include handling fee, application fee or other fees relating to a Public Offer. We have the right to make the debit whether there are sufficient available funds, overdraft or other facilities in the Settlement Account. If you give us instruction to submit an application for securities in a Public Offer (i) where there are insufficient funds in your Settlement Account and (ii) which, if executed by us, would cause your Settlement Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and we may:
  - (i) refuse your request and that instruction and impose a service charge for considering and refusing your request; or
  - (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.

### 14. Delegation

We may sub-contract, outsource or delegate the performance of any part of HSBC IPO Nominee Services to any third parties or otherwise appoint any other person as our nominee or agent to perform any or part of the HSBC IPO Nominee Services (whether locally or overseas) on our behalf.

### 15. Amendments

We have the right to vary these Conditions (including fees and charges) and any other terms and conditions governing HSBC IPO Nominee Services 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 HSBC IPO Nominee Services with effect before the date on which that variation takes effect.

### 16. Communication

- a. We may prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Conditions.
- b. You will be considered as having received any notice given by us:
  - (i) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
  - (ii) 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);
  - (iii) immediately after faxing it to the fax number last notified in writing by you (if sent by fax); or
  - (iv) immediately after emailing it to the email address last notified in writing by you (if sent by email).
- c. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
- d. Where the Investment Account is in joint names, any notice under these Conditions to any of you will be considered as effective notification to all of you.

### 17. Severability

If any provisions of these Conditions is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, such illegality, invalidity or unenforceability does not affect any other provisions which remain in full force, validity and effect.

### 18. Waiver

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial





exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

#### 19. Governing Law and Jurisdiction

- a. These Conditions are governed by and will be construed according to the laws of the Hong Kong Special Administrative Region ("Hong Kong").
- b. You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- c. These Conditions may be enforced in the courts of any competent jurisdiction.
- d. 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 Conditions.

#### 20. Governing Version

These Conditions and this application form are available in both English and Chinese languages. The English version of these Conditions prevails to the extent of any inconsistency between the English version and the Chinese version. Any Chinese version of these Conditions is for reference only.

#### 21. Application for an IPO loan (if applicable)

- a. Use of IPO loan
  - (i) An IPO loan ("Loan") should be used exclusively to finance (in whole or in part) the application for securities in a Public Offer made by you ("Subscription Application").
  - (ii) The Subscription Application will be made by us or our nominee(s) on your behalf pursuant to the IPO Loan Details section of this application form submitted by you to us. Any amount advanced under the Loan should be drawn down in one lump sum and partial drawing is not permitted. We will draw down the amount on such date as we decide, but no later than the closing date of the relevant Public Offer ("Drawdown Date"). We will apply the amount directly for the application if made by us or remit the amount to our nominee(s) directly if the application is made by our nominee(s).
- b. Your responsibility to pay any balance of Subscription Cost and provide information
  - (i) You are solely responsible to (1) pay any balance of the Subscription Cost for the Subscription Application that is not covered by the amount advanced by us under the Loan ("Balance"), and (2) provide to us or our nominee(s) all documents and information necessary to enable us or them to make the Subscription Application on your behalf.
  - (ii) You should ensure that there are available cleared funds in your Settlement Account no later than 00:00 a.m. on the day which is one (1) business day prior to the closing date of the Public Offer. You irrevocably authorise us to apply the Balance from the Settlement Account directly for the Subscription Application if made by us or remit it to our nominee(s) if the Subscription Application is made by them.
  - (iii) You understand that we or our nominee(s) will not make the Subscription Application on your behalf unless we or they have received no later than 00:00 a.m. on the day which is one (1) business day prior to the closing date of the Public Offer (1) the Subscription Cost for the Subscription Application in full, and (2) all documents and information necessary to enable us or our nominee(s) to make the Subscription Application.
- c. Application of refunded amount to repay Loan
  - (i) If the Subscription Application is wholly or partially unsuccessful, the amount refunded by the Issuer to us or our nominee(s) will be used to repay the Loan (in whole or in part). We will apply the amount refunded to repay the Loan on the day we or our nominee(s) receive such amount from the Issuer (if such day is a business day) or on the following business day ("Repayment Date").
  - (ii) You agree that our nominee(s) will hold the amount refunded to them on trust to pay that amount to us and you have no right or claim to any amount refunded. You irrevocably authorise (1) our nominee(s) to pay to us any amount refunded to them in repayment of the Loan or any other amount payable by you under these Conditions, and (2) us to deduct from your Settlement Account on or after the Repayment Date an amount equal to balance of the Loan not repaid by the amount refunded.
  - (iii) We will credit to your Settlement Account (without interest) any amount remaining after we have fully exercised our rights relating to the amount refunded by the Issuer.
- d. Interest on the Loan
  - (i) You are required to pay interest on the Loan from the Drawdown Date up to the Repayment Date at such rate as specified by us from time to time. You irrevocably authorise us to deduct all accrued interest from your Settlement Account on the Repayment Date.
  - (ii) If the Issuer decides not to proceed with the IPO, interest will accrue on the Loan up to the latest of (1) the day on which we or our nominee(s) receive the refunded amount from the Issuer, (2) the day on which the Loan is repaid in full, or (3) the Repayment Date.
  - (iii) Any amount payable by you under these Conditions and interest accrued on such amount which are due and not repaid will bear default interest. Such default interest will accrue at the rate applicable to unauthorised overdraft facility in your Settlement Account up to the day on which all amounts payable by you under these Conditions are repaid in full.
  - (iv) All interest payable by you under these Conditions will accrue from day to day and be calculated on the basis of actual days elapsed and a 365 (or 366, as applicable) day year.
- e. Our overriding right of demand  
Even if we grant the Loan to you, the Loan is subject to our overriding right to demand repayment at any time.
- f. Security for the Secured Indebtedness
  - (i) In consideration of our agreeing to provide and continue providing the Loan to you, by way of security for the due and punctual payment of your indebtedness to us in respect of the Loan, you as beneficial owner assign (and agree to assign) to us absolutely all your rights, title, interest and benefit, present and future in and to (1) the amount of application money held by the receiving bank as may be specified in the Offering Documents ("Receiving Bank") and (2) the securities to be allotted by the Issuer pursuant to a successful Subscription Application, together with all claims, rights and remedies which you may have against the Receiving Bank and the Issuer respectively in connection with (1) and (2) above or otherwise in connection with the Subscription Application.
  - (ii) In addition to and without reducing or limiting the effect of the security created by Condition 21(f)(i) above and the security and other rights



and interests conferred on us under the Settlement Account Conditions, Integrated Account Conditions, Securities Account Conditions or Securities Margin Trading Service Account Conditions (each and collectively, the "Existing Terms"), you charge, pledge and assign to us, and confirm the charge, pledge and assignment to us pursuant to the Existing Terms, as beneficial owner of the following accounts, assets, property, rights and benefits up to the amount of the Secured Indebtedness (defined below) to secure the Secured Indebtedness:

- (1) each of your Integrated Account, Investment Services Account, Securities Account, Securities Margin Trading Service Account (if applicable) and Settlement Account (each, a "Charged Account") and all and any assets and property which stand to the credit of each Charged Account (including the securities subscribed on your behalf pursuant to a Subscription Application) at any time and from time to time. These assets and property may comprise deposits (including renewals and extensions of the deposits), monies, interest on such deposits and monies (each in any currency or denomination and irrespective of any change in currency or denomination), gold and any other precious metals and commodities, stocks, shares, bonds, notes, options and other money market, debt and financial instruments, whether negotiable, bearer or in any other form, and investments and securities of any kind;
- (2) all and any further assets and property deposited in each Charged Account from time to time; and
- (3) all rights and benefits attaching or accruing to, and all proceeds of sale of, any of the assets and property referred to in paragraphs (1) and (2) above.

This charge, pledge and assignment is given by you to us as a continuing security for the due and punctual payment to us of your indebtedness in respect of the Loan and all other moneys and sums due or owing from you to us from time to time pursuant to these Conditions ("Secured Indebtedness"), and for the performance of all your obligations to us from time to time under these Conditions.

(iii) The security given by you to us under Condition 21(f)(i) and (ii) above is:

- (1) in addition to and may be enforced by us even if we have been given any other guarantee, indemnity or collateral security or any other power, right or remedy now or at any time hereafter, and without reducing or limiting the effect of any such other guarantee, indemnity, collateral security, power, right or remedy; and
- (2) a continuing security to secure the ultimate balance of the Secured Indebtedness without being affected by your death, bankruptcy, liquidation, winding-up, incapacity or change in your constitution, or any intermediate or partial payment or settlement of the Secured Indebtedness, or satisfaction of the whole or any part of the amounts outstanding under the Loan or your obligations under these Conditions.

g. Our set-off right and lien

- (i) We may, at any time and without notice, without being affected by any settlement of the Secured Indebtedness or other matter, combine or consolidate all or any of your accounts with us (including each Charged Account) and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of your obligations or liabilities to us in respect of the Loan or otherwise pursuant to these Conditions or in respect of any other indebtedness due from you to us. Where any such combination, consolidation, set off or transfer requires the conversion of one currency into another currency, such conversion shall be calculated at the exchange rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you.
- (ii) You irrevocably authorise us to exercise a lien over all your property (including all assets and property in each Charged Account) coming into our possession or control at any time and from time to time, for custody or any other reason and whether or not in the ordinary course of banking business, with our power to sell such assets and property, if necessary, and apply the net proceeds of sale to satisfy any Secured Indebtedness or in respect of any other sum due or owing from you to us.
- (iii) Even if you have given us any instruction relating to the application of any funds standing to the credit of any of your accounts maintained with us, we are entitled to withhold and apply any such funds to the extent necessary to secure repayment of the Secured Indebtedness and performance of your obligations to us under these Conditions.
- (iv) Without limiting or reducing the effect of the other provisions, you irrevocably authorise us to do the following (or any of them):
  - (1) to (a) hold and sell all or any of the securities held in your Investment Services Account, Securities Account and Securities Margin Trading Service Account (if applicable) at any time in such manner and on such terms at our discretion, (b) apply the net proceeds of sale to satisfy any Secured Indebtedness or in respect of any other sum due or owing from you to us, (c) execute any transfer forms, contract notes and any other documents on your behalf, (d) cancel or amend any instruction to sell or deliver any securities which you may have given us, and (e) do any other things (including instructing our nominee(s) to take any steps and action) that are necessary for these purposes. This authority covers your Investment Services Account, Securities Account and Securities Margin Trading Service Account (if applicable), including the securities subscribed on your behalf pursuant to a Subscription Application; and
  - (2) to deduct from (a) any amount refunded by the Issuer, (b) the proceeds of sale of any securities, or (c) your Settlement Account or any other account maintained by you with us all and any costs, fees, charges, expenses and taxes payable or incurred by us or our nominee(s) in connection with the Loan or the Subscription Application, and to instruct our nominee(s) to effect the deduction as applicable.

h. Limitation of our liability

You understand that (i) the Subscription Application may not be successful in full or at all, and (ii) we have no authority to accept the Subscription Application on behalf of the relevant Issuer. Our receipt of the Subscription Application from you does not amount to acceptance by the relevant Issuer. Neither we nor our nominee(s) owe any liability to you if the Subscription Application is not successful in full or at all for any reason.

i. Your confirmation

- (i) If the laws of any place outside Hong Kong are applicable to your application for securities in a Public Offer, you confirm that (1) you have complied with all such laws, and (2) neither we nor our nominee(s) will infringe such laws as a result of providing any service to you relating to the application.
- (ii) We and our nominee(s) are entitled to rely on any confirmation and declaration made by you in relation to your application for securities.
- (iii) You understand that we do not provide solicitation, recommendation, investment advice of any nature in providing the Loan or other services to you under these Conditions. You confirm you have received a copy of the Offering Documents relating to the Public Offer. You have to make your own decision whether to subscribe for the securities in a Public Offer having regard to the information and statements in the Offering Documents. You should seek advice from your own professional adviser if you are in doubt.

j. Your indemnity

You are required to fully indemnify us and our nominee(s) and to keep us and our nominee(s) fully indemnified, on a continuing basis, against any loss, damage, claim, liability, penalty, cost or expense incurred or suffered by us and our nominee(s) arising out of or in connection with your breach





of or failure to perform any of your confirmations, declarations and obligations in relation to the Loan, the Subscription Application or these Conditions.

k. Loan granted to Investment Account in joint names

Where the Investment Account is in joint names:

- (i) all account holders of the Investment Account are jointly and severally liable with each other for the obligations and liabilities in connection with the Loan; and
- (ii) all the confirmations and declarations in connection with the Loan made by any of you shall be deemed to have been made by each of the account holders.

l. You understand that the personal data provided in the Loan application/Subscription Application, and details of transactions or dealings between we and you will be used, stored, disclosed and transferred (in and outside Hong Kong) to such persons as we consider necessary, including any member of the HSBC Group, for any purpose in connection with services we may provide to you, and/or in connection with matching for whatever purpose with other personal data concerning you, and/or for the purpose of promoting, improving and furthering the provision of services by us and/or other HSBC Group members to customers generally. You have the right to request access to and correction of any personal data or to request the personal data not to be used for direct marketing purposes.

For immediate assistance, please call (852) 2233 3322 (for HSBC Premier customers), (852) 2748 8333 (for HSBC Advance customers) or (852) 2233 3000 (for Other Personal Banking customers).



## 證券戶口條款及細則的修改

### 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。

3.1.5 就新股認購 (IPO) 而言，附錄二的指定條款及細則將適用。

## 附錄二 滙豐首次公開發售代理人服務及新股認購貸款服務條款及細則 (「本細則」)

閣下使用滙豐首次公開發售代理人服務及新股認購貸款服務前，請細閱本條款及細則。

除非文義另有需要，否則本條款及細則的詞彙及短句的涵義與本條款及細則或證券戶口條款及細則所用者相同。

如本條款及細則與證券戶口條款及細則有任何不一致之處，概以本條款及細則為準。

### 1. 提供的服務及管限條款

a. 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》(香港法例第 571 章) 下獲註冊為註冊機構，中央編號為 AAA523 (包括其繼承人及受讓人，統稱「本行」或「本行的」)，可酌情 (i) 按本行不時指定的特點及條款及細則，就申請公開發售證券 (「公開發售」或「首次公開發售」) 提供服務 (「滙豐首次公開發售代理人服務」) 及 (ii) 按本行不時指定的條款及細則提供新股認購貸款服務 (「新股認購貸款服務」)。

b. 如本行向閣下提供滙豐首次公開發售代理人服務或新股認購貸款服務，本行提供及閣下使用滙豐首次公開發售代理人服務或新股認購貸款服務，及透過此等服務由閣下或代閣下執行的所有交易及買賣均受限於 (i) 本細則、(ii) 本行規管投資戶口的條款及細則、(iii) 本行規管結算戶口的條款及細則 (「結算戶口細則」)、(iv) 本行規管綜合理財戶口的條款及細則 (「綜合理財戶口細則」) 或本行規管證券戶口的條款及細則 (「證券戶口細則」) 或本行規管證券孖展買賣服務戶口的條款及細則 (「證券孖展買賣服務戶口細則」) (視情況適用) 及 (v) 本行不時指定的所有其他適用條款及細則 (包括於本申請表所載的條款及細則)。

c. 上述第 1 (b) 則所述的所有條款及細則均適用，猶如已明確表示其適用於滙豐首次公開發售代理人服務及新股認購貸款服務。

d. 就滙豐首次公開發售代理人服務或新股認購貸款服務而言，本細則與第 1 (a) 或 1 (b) 則所述的其他條款及細則如有任何不一致，概以本細則為準。

e. 為清楚起見：

(i) 如投資戶口是聯名戶口：

(1) 本細則中提述的「閣下」或「閣下的」指各位及所有戶口持有人；

(2) 如以投資戶口申請公開發售證券，所有戶口持有人均明確同意並確認：

(A) 本行獲授權執行本行從任何戶口持有人收到申請公開發售證券的指示，並以所有或任何戶口持有人的名義處理申請，而指示對所有戶口持有人均具約束力；

(B) 就申請而申請人獲公開發售發行人分配的任何證券，本行獲授權將該等證券存入投資戶口；

(C) 所有戶口持有人須就申請共同及各別負責，而就申請獲公開發售發行人分配的任何證券則由所有戶口持有人共同擁有；及

(D) 如公開發售不允許重複申請而多於一位戶口持有人作出申請該公開發售的證券，本行可 (但無責任) 執行本行最先收到的指示並以重複申請為由拒絕任何其他指示；

(ii) 透過滙豐首次公開發售代理人服務代閣下認購的新證券將構成「證券」，而滙豐首次公開發售代理人服務及新股認購貸款服務將構成「服務」，其定義載於綜合理財戶口細則或證券戶口細則，或「證券孖展買賣服務」，其定義載於證券孖展買賣服務戶口細則 (視情況適用)。該等證券可能在或不在香港聯合交易所有限公司上市，亦可能包括股份及債券；及

(iii) 本細則使用的詞語及語句如未在本細則定義，該詞語及語句的涵義與綜合理財戶口細則、證券戶口細則或證券孖展買賣服務戶口細則 (視情況適用) 的定義相同，文義另有要求則除外。

### 2. 滙豐首次公開發售代理人服務

a. 滙豐首次公開發售代理人服務讓閣下可透過本行就若干公開發售證券提出申請。



- b. 就發售股份而言，每項公開發售的招股章程或註釋備忘錄，或就發售債券而言，每項公開發售的發行通函及計劃通函、銷售手冊，或任何其他銷售文件（分別及統稱為「銷售文件」）及本申請表可於本行任何指定分行索取。每項公開發售證券申請亦須受載於有關公開發售的銷售文件內公開發售的條款及細則規限。
- c. 閣下向本行遞交本申請表，即委任及授權本行或本行的代名人不時按閣下的指示向證券的發行人或要約人（「發行人」）就公開發售證券遞交申請。在下列（或其中任何一個）情況下，本行有權拒絕執行指示就公開發售證券遞交申請：
- (i) 在作出申請時，如閣下指定的戶口內（「結算戶口」）內沒有充足資金；
  - (ii) 就執行閣下指示進行申請而言，如在交收時閣下的結算戶口內沒有充足資金以支付 (1) 申請款項（包括任何適用的溢價），(2) 預計的費用、收費及開支，及 (3) 作為本行因處理閣下的指示而招致的實際或待確定債務的任何其他金額（「認購款項」）及
  - (iii) 本行認為有合理理由拒絕申請。該等理由可包括 (1) 在本行指定的截止時間後才收到閣下的指示，(2) 本行有任何理由相信收集及處理申請的程序被擅改，或 (3)（如適用）發行人收到閣下作出或代閣下作出的重複或多項申請。
- d. 有關本行按閣下的指示為閣下遞交的每項申請，就申請有關公開發售證券而言，本行是作為閣下的代理行事。
- e. 按本細則認購或購買的所有證券會以下列名義由本行作為代名人為閣下持有，(1) 以本行的名義，(2) 以本行在該等證券發行的市場或上市的交易所以其他方買賣的市場，所委任的代名人的名義，或 (3) 以根據為有關證券提供中央結算及交收設施的任何適用系統的規則所選取的代名人的名義，於閣下在本申請表中指定並在本行維持的 (i) 綜合理財戶口下的投資服務戶口（「投資服務戶口」），(ii) 證券戶口（「證券戶口」）(iii) 或證券孖展買賣服務戶口（「證券孖展買賣服務戶口」）持有（閣下指定的投資服務戶口、證券戶口及證券孖展買賣服務戶口分別及統稱為「投資戶口」）。

### 3. 本行的責任、權限及責任限制

- a. 就公開發售的發行人提供或促成有關公開發售的銷售文件及申請表格的內容，公開發售的發行人須負責。本行負責按本細則提供滙豐首次公開發售代理人服務。如本行未能履行本細則下的任何本行的責任，發行人無須對閣下負責。
- b. 就提供滙豐首次公開發售代理人服務而言，本行並非閣下的投資顧問，本行概不負責閣下就透過滙豐首次公開發售代理人服務由閣下或代閣下執行的任何交易或買賣所引致或與之有關而使閣下招致或蒙受的任何種類的損失、損害或費用。本行並不提供諮詢服務，亦因此不會承擔就本行提供代理人服務的任何有關諮詢的謹慎責任或義務。本行並不就任何「首次公開發售」作出招攬銷售或建議或提供意見。閣下認購「首次公開發售」新股均按只限執行的基準進行。本行並無任何責任評估或確保閣下的認購的合適性。
- c. 本行會採取合理預防措施保障，為關於閣下的資料及就使用滙豐首次公開發售代理人服務閣下向本行提供的資料保密。閣下授權本行為提供滙豐首次公開發售代理人服務或履行本細則下本行的責任，向本行委任的任何人士披露閣下的任何資料。
- d. 閣下授權本行採取本行認為合適的步驟或行動，讓本行能提供滙豐首次公開發售代理人服務。此等步驟或行動包括為遵從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，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所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（不論是否具有法律效力）（「適用法規」），而採取或不採取行動。
- e. 就因或有關本行因任何原因延遲處理、未能執行或不能執行部分或全部閣下的指示而引致閣下招致或蒙受的任何損失、損害或費用，本行無須負責。

### 4. 使用滙豐首次公開發售代理人服務作出申請的資格準則

- a. 如閣下或（如投資戶口是聯名戶口）每位戶口持有人均符合下述所有條件，則閣下符合資格透過滙豐首次公開發售代理人服務申請證券：
- (i) 根據銷售文件或本申請表（視情況適用）所載有關公開發售的條款及細則，閣下或（如投資戶口是聯名戶口）每位戶口持有人均符合資格申請有關公開發售的證券；
  - (ii) 除非本行或有關公開發售的發行人（或兩者）指定任何其他年齡限制，閣下或（如投資戶口是聯名戶口）每位戶口持有人均年滿 18 歲；
  - (iii) 閣下或（如投資戶口是聯名戶口）每位戶口持有人均符合本行或有關公開發售的發行人（或兩者）指定的其他要求（如有）；
  - (iv) 閣下是個人（包括閣下為獨資經營者）；
  - (v) 閣下僅為自身利益作出申請；及
  - (vi) 閣下是投資戶口持有人。
- (b) 本行不向法團或合夥提供滙豐首次公開發售代理人服務。本行不會處理透過滙豐首次公開發售代理人服務發出的任何指示，為閣下以外任何人士的利益申請公開發售證券。

### 5. 閣下在滙豐首次公開發售代理人服務下申請公開發售證券

- a. 在使用滙豐首次公開發售代理人服務作出申請認購證券前，閣下須自行負責閱讀及完全遵守有關公開發售的銷售文件及申請指示的條文。
- b. 閣下須以英文於本申請表所有適用部分填上所需資料。閣下亦須確保向本行提供的所有資料均屬真確、完整及最新。如本申請表未有包含所有所需資料，或如本申請表並非以英文填寫，本行會拒絕閣下的申請。
- c. 閣下須申請有關公開發售所指定的最低證券數量。如閣下申請數額高於最低要求，閣下須按銷售文件或本申請表（視情況適用）所指定有關公開發售的條款及細則所列明的完整倍數作出申請。
- d. 如有關公開發售接受同一申請人作出多於一項認購證券申請，本行會接受重複申請。在此等情況下，本行有權酌情以本行認為適當的次序或方式處理申請，包括如閣下的結算戶口內沒有充足資金以支付所有此等申請所需的款項。



**HSBC**  
**滙豐**

- e. 如有關公開發售不允許重覆申請，本行有權拒絕任何重覆申請或疑屬重覆的申請。在此等情況下，本行可（但無責任）執行本行最先收到由閣下發出的指示，不論透過滙豐首次公開發售代理人服務或任何其他渠道發出的指示。
- f. 銷售文件或本申請表（視情況適用）所載有關公開發售的條款及細則會訂明適用於滙豐首次公開發售代理人服務就申請認購證券發出指示的截止日期及時間。

## 6. 閣下的確認及本行接收本申請表

- a. 閣下的確認
  - (i) 閣下向本行遞交本申請表，即閣下確認在本申請表中提供的資料真確及準確。
  - (ii) 閣下遞交本申請表後，在未經本行事先同意的情况下，閣下不可撤銷或撤回閣下申請公開發售證券指示。該指示會構成閣下按公開發售的條款及細則、本細則及所有其他適用的條款及細則包括本申請表所載的條款及細則，認購或購買證券的要約。
  - (iii) 閣下向本行遞交本申請表，閣下發出的指示以使用滙豐首次公開發售代理人服務申請公開發售證券即為不可撤銷，並對閣下具約束力（不論該等指示是由閣下發出或由任何據稱是閣下的其他人士發出）。對於發出任何指示的人士的身份或權限或任何指示的真確性，本行無責任進行核實。
- b. 本行接收本申請表  
閣下應注意，本行接收閣下遞交的本申請表並不構成：
  - (i) 該公開發售的發行人接納閣下就認購或購買公開發售證券的申請；或
  - (ii) 本行確認本行會處理該項指示。本行可全權決定並只在閣下符合適用條件的情況下處理指示。此等條件可包括本行按第 7 則成功從閣下的結算戶口扣除所需認購款項。

## 7. 扣除認購款項的授權

- a. 就申請公開發售證券而言，閣下授權本行於首次公開發售最後申請日期當日或本行認為合適的較早時間，從閣下的結算戶口扣除所需金額以支付該申請的認購款項。
- b. 閣下接受本行有權由收到閣下作出申請的指示當日起從閣下結算戶口的可用款項（不論是存款或信貸便利的形式）扣起有關金額，直至有關金額已實際從閣下的結算戶口扣除。如本行行使此權利，閣下無權提取、使用或處理該存款或信貸便利的全部或部分，直至有關公開發售的申請指示內指明的日期或本行通知閣下指示因任何原因不被執行。
- c. 閣下須確保在作出申請時，閣下的結算戶口內備有充足資金支付認購款項。
- d. 如閣下申請的公開發售證券的發售價（由發行人作最終決定）比首次發售價為高，閣下同意支付申請款項的不足金額並授權本行（但本行無責任）從閣下的結算戶口或（如閣下的結算戶口內沒有充足資金）閣下在本行維持的任何戶口扣除不足金額。
- e. 閣下同意，本行可（但無責任）在閣下的結算戶口沒有充足資金以支付認購款項的情況下，按閣下的指示申請公開發售證券。如本行代閣下作出申請，閣下授權本行作出下列（或其中任何一項）事項：
  - (i) 透支閣下的結算戶口，而閣下須就該透支，包括透支金額的所有利息（利率按本行不時指定），負上全部責任。閣下須按本行要求存入充足資金至閣下的結算戶口以支付透支金額。如閣下沒有存入充足資金至閣下的結算戶口，閣下授權本行出售或處置該申請閣下獲發的證券，並將出售所得款項（在扣除合理開支後），用以清還透支金額，而無須另外通知閣下；
  - (ii) 於首次公開發售最後申請日期當日或本行認為合適的較早時間，從閣下在本行維持的任何戶口扣除所需金額以支付該申請的全部或部分認購款項。如任何該等扣款須要把一種貨幣兌換為另一種貨幣，該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算，而該決定對閣下具有決定性及約束力；及
  - (iii) 於首次公開發售最後申請日期當日或本行認為合適的較早時間，將本行認為合適的金額從閣下在本行維持的任何戶口轉賬至閣下的結算戶口，並從閣下的結算戶口扣除所需金額以支付該申請的認購款項。如任何該等轉賬須要把一種貨幣兌換為另一種貨幣，該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算，而該決定對閣下具有決定性及約束力。

## 8. 遞交證券申請

- a. 本行會按本細則 [包括本行在第 2(c) 則下拒絕執行閣下的指示的權利] 處理就申請公開發售證券的指示，並代閣下在銷售文件指定的期間內遞交申請。
- b. 如因任何原因本行拒絕處理閣下申請證券的指示，本行會按第 11(a) 則不計利息全數退還任何本行就該指示已扣除的金額。

## 9. 通知結果

- a. 就公布證券的申請及分配結果，公開發售的發行人負有全責。公布公開發售結果的安排可能每次不同。閣下應閱讀有關公開發售的銷售文件以了解詳情。
- b. 本行可在本行認為適當的情況下（但無責任）通知閣下本行按閣下的指示而作出的申請的結果。

## 10. 授權把證券存入投資戶口

就本行按閣下的指示作出證券申請而閣下獲分配的證券，閣下授權本行將該等證券存入投資戶口。

## 11. 退還認購款項

- a. 本行將在下列情況安排退還認購款項：
  - (i) 如因任何原因本行沒有遞交申請，本行會於有關首次公開發售的公開發售期結束後合理時間內或本行認為合適的期間內作出安排，將本行就有關申請已扣除的認購款項（全數並不計利息）的金額，存入閣下的結算戶口，以將該等款項退還；或
  - (ii) 如本行代閣下遞交申請惟該申請不成功或只是部分成功，本行會在從有關發行人收到退款後合理時間內作出安排，將認購款



**HSBC**  
**滙豐**



項 [全數或部分 (視情況適用) 並不計利息] 的金額, 存入閣下的結算戶口, 以將該等款項退還。

- b. 如閣下申請的公開發售證券的發售價 (由發行人作最終決定) 比首次發售價為低, 本行會作出安排, 將本行就有關申請已扣除的認購款項餘額按有關公開發售的條款及細則退還予閣下。
- c. 除非本行另行同意, 本行就申請收取的費用、收費及開支概不退還。

## 12. 閣下責任及閣下向本行的授權

- a. 閣下同意就使用滙豐首次公開發售代理人服務作出申請前, 閱讀銷售文件所載的條款及細則及申請程序, 並同意受其約束, 並向本行確認閣下全面遵從公開發售的條款及細則及申請程序。
- b. 閣下同意嚴格遵守本細則及銷售文件及本申請表所載的條文 (尤其是公開發售的條款及細則及出售限制), 以使用滙豐首次公開發售代理人服務。閣下確認如閣下未能遵守任何本細則、銷售文件或本申請表所載的條文或要求, 本行無須代閣下遞交申請。
- c. 閣下承諾並同意接受按閣下使用滙豐首次公開發售代理人服務所申請的證券數目, 或閣下獲分配的較少數目的證券。
- d. 如適用, 閣下授權本行就公開發售向發行人或其他各方 (或其各自的代理或代名人) 發出指示及作出授權, 代閣下簽署任何轉讓表格、成交單據或其他文件, 按有關發行人的組織章程細則要求代閣下進行所需的所有其他事項, 致使任何閣下獲分配的證券以閣下的名義登記, 及執行銷售文件所載的安排。
- e. 就發售股票而言, 閣下同意本行有能力代閣下授權發行人把閣下的姓名登記入該發行人的股東名冊, 作為閣下獲分配的任何證券的持有人。
- f. 如公開發售不允許重複申請, 閣下承諾閣下透過滙豐首次公開發售代理人服務作出的申請為閣下在該公開發售中作出的唯一申請。閣下完全明白如公開發售不允許重複申請, 重複申請或疑屬重複的申請會被拒絕。閣下進一步承認本行可 (但無責任) 執行閣下發出的最先指示。
- g. 閣下授權本行, 或本行的代名人 (視情況而定) 按證券發行人的組織章程細則要求, 簽署所有文件及進行所需的所有其他事項, 致使閣下獲分配的證券以閣下的名義登記。
- h. 如 (i) 任何適用法規要求, (ii) 有關公開發售請求或要求, 或 (iii) 本行合理認為就本行提供滙豐首次公開發售代理人服務為有需要, 閣下授權本行向任何人士披露及轉移就閣下申請公開發售證券關於閣下的所有資料。獲本行披露及轉移閣下資料的人士可能包括任何司法管轄區的任何政府、監管或稅務機構、發行人、與該公開發售有關的其他方 (包括就發售股份而言, 收款銀行、託管人、存管處、過戶處及保薦人, 或就發售債券而言, 由香港金融管理局操作的債務工具中央結算系統、其他託管人或存管處), 及本行的任何分包商、附屬公司或代名人。本行獲授權在本行合理認為就提供滙豐首次公開發售代理人服務為適當或有用的情況下, 將有關閣下的資料傳送至香港境內或境外的各個地區, 或經過該等地區作出傳送, 或儲存於該等地區。
- i. 閣下不得, 亦不得試圖把銷售文件或申請表格的全部或任何部分複印、複製、再刊、編纂、上載予第三方、傳送或分發。
- j. 閣下明白閣下須自行負責就其是否申請公開發售證券作出獨立決定, 及就使用滙豐首次公開發售代理人服務、本細則、銷售文件及任何交易及買賣, 就所有適用法律下可能影響閣下的法律、稅務及其他事宜, 尋求獨立專業的意見。本行不就使用滙豐首次公開發售代理人服務作出的任何證券申請提供招攬、建議、投資意見或指引。閣下作出任何該等申請即被視為閣下基於自身的判斷及投資決定而作出該等申請。
- k. 閣下承諾於所有時間均有所需授權及同意, 以轉移、使用、控制或處理就因或有閣下使用滙豐首次公開發售代理人服務而向本行提供或由本行收到的個人資料或其他資料。就因或有閣下提供滙豐首次公開發售代理人服務轉移、使用、控制或處理個人資料或其他資料而侵犯任何其他人士的權利或違反任何適用法規, 引致本行、滙豐控股有限公司及其子公司及附屬公司及其各自的分行 (「滙豐集團」) 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。

## 13. 費用、支出及回扣

- a. 本行 (或任何其他滙豐集團成員) 有權收取及保留因或有閣下就一項公開發售成功獲配發證券所產生的任何回扣。本行及其他滙豐集團成員有權以各自就有關該公開發售的身份收取該等回扣, 而回扣可能以費用、佣金或任何其他方式作出。本行及其他滙豐集團成員無須向閣下交代任何回扣。
- b. 就有關使用滙豐首次公開發售代理人服務, 本行有權收取或更改費用以及不時更改應繳付該等費用的相隔時段。該等費用是閣下就投資戶口須付的費用以外的額外費用。本行會通知閣下應繳付的收費, 如在施加費用或更改費用的生效日期後, 閣下繼續維持或使用滙豐首次公開發售代理人服務, 閣下須繳付該費用。本行會在閣下申請時通知閣下就申請公開發售證券而應繳付的任何費用。除本行另行同意外, 已繳付的費用不獲退還。
- c. 閣下授權本行就閣下應向本行繳付有關提供滙豐首次公開發售代理人服務的任何金額 (包括任何費用、收費、開支或利息) 從結算戶口支賬。該等費用可包括手續費、申請費或其他有關公開發售的費用。不論結算戶口是否有充足可用資金、可用透支或其他信貸, 本行均有權作出支賬。如閣下向本行發出指示遞交公開發售證券申請 (i) 而閣下的結算戶口中並無足夠資金及 (ii) 如本行執行該指示, 會導致閣下的結算戶口透支或超過現有透支限額, 本行將視此為閣下就未經授權透支服務的非正式要求, 而本行可:
  - (i) 拒絕閣下的要求及該指示並就考慮及拒絕閣下的要求徵收服務費; 或
  - (ii) 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費。

## 14. 轉授

本行可把滙豐首次公開發售代理人服務任何部分的履行分包、外判或轉授予任何第三方或以其他方式委任任何其他人士為本行的代名人或代理, 代本行履行任何或部分滙豐首次公開發售代理人服務 (不論在當地與海外)。



## 15. 修訂

本行有權透過通知不時更改本細則（包括費用及收費）及規管滙豐首次公開發售代理人服務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。除非本行收到閣下的通知在該更改的生效日期前結束滙豐首次公開發售代理人服務，否則閣下將受有關更改約束。

## 16. 通訊

- a. 本行可不時指定就按本細則發出各種通知訂明通知的形式（不論是書面或其他形式）及通訊模式。
- b. 在下列情況下，閣下即被視為已收到本行發給閣下的任何通知：
  - (i) （如以專人派遞）在專人派遞或置放該通知於閣下最後以書面通知的地址之時；
  - (ii) （如以郵寄方式發出）在本行向上述地址郵寄該通知後四十八（48）小時（如屬香港地址）或七（7）日（如屬香港境外地址）；
  - (iii) （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知後；或
  - (iv) （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知後。
- c. 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。
- d. 如投資戶口是聯名戶口，在本細則下向閣下當中任何一位發出的任何通知即被視為向閣下全體發出的有效通知。

## 17. 可分割性

如在任何司法管轄區的法律下本細則中任何條文屬於或變成不合法、無效或不可強制執行，任何其他條文保持全面有效，不受該等不合法性、無效性或不可強制執行性影響。

## 18. 放棄

本行未有或延遲行使任何權利、權力或採取補救方法的權利，並不會構成本行放棄行使該等權利、權力或採取補救方法的權利，而本行行使任何一項或部分的權利、權力或採取補救方法的權利，亦不會排除本行行使其他或進一步行使權利、權力或採取補救方法的權利。本細則下的任何權利、權力或採取補救方法的權利應被視為法律授予本行以外，本行可享有的額外及累積的權利、權力或採取補救方法的權利。

## 19. 管轄法律及管轄權

- a. 本細則受香港特別行政區（「香港」）法律管轄並按其詮釋。
- b. 閣下服從香港法院的非專有管轄權。
- c. 本細則可在任何具司法管轄權的法院強制執行。
- d. 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》強制執行本細則的任何條文，或享有本細則的任何條文下的利益。

## 20. 適用文本

本細則及本申請表的內容均備有中英文版本。本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。本細則的任何中文版本僅供參考。

## 21. （如適用）申請新股認購貸款

- a. 使用新股認購貸款
  - (i) 新股認購貸款（「貸款」）僅為閣下就公開發售申請認購證券（「認購申請」）提供（全部或部分）資金。
  - (ii) 本行或本行的代名人會根據閣下向本行遞交的本申請表內「新股認購貸款詳情」部分代閣下作出認購申請。任何貸款下授予的金額須以一次過形式發放及不得作部分提取。本行會於本行決定的日期（惟不得遲於有關公開發售最後申請日期當日）（「提取貸款日」）提取該金額。如申請由本行作出，本行會將該金額直接用於申請，或如申請由本行的代名人作出，本行會將該金額匯款至本行的代名人。
- b. 閣下支付認購款項的任何差額及提供資料的責任
  - (i) 閣下須自行負責（1）（如本行在貸款下授予的金額不足以支付認購申請）支付認購款項的任何差額（「差額」），及（2）向本行或本行的代名人提供認購所有所需的文件及資料讓本行或彼等代閣下作出認購申請。
  - (ii) 閣下須確保在不遲於公開發售最後申請日期前一（1）個營業日的零時零分，閣下的結算戶口內備有足夠可用已結算款項。閣下不可撤銷地授權本行，（如認購申請由本行作出）從結算戶口扣取差額直接應用在認購申請，（如認購申請由本行的代名人作出）將差額匯款至本行的代名人。
  - (iii) 閣下明白除非本行或本行的代名人在不遲於公開發售最後申請日期前一（1）個營業日的零時零分（1）全數收到認購申請的認購款項及（2）收到讓本行或本行的代名人代閣下作出認購申請所有所需的文件及資料，本行或本行的代名人不會代閣下作出認購申請。
- c. 以退還款項償還貸款
  - (i) 如認購申請全部或部分不成功，由發行人退還予本行或本行的代名人的款項將用作償還（全部或部分）貸款。在本行或本行的代名人收到發行人退還款項當日（如當日為營業日）或下一個營業日（「還款日期」），本行會應用退還款項以償還貸款。
  - (ii) 閣下同意本行的代名人會將退還予代名人的款項以信託形式持有並將該款項支付予本行，而閣下對任何退還款項並不擁有權



**HSBC**  
**滙豐**



利或索償權。閣下不可撤銷地授權 (1) 本行的代名人支付本行任何退還給代名人的款項以償還貸款或本細則下的任何其他閣下應付款項，及 (2) 本行於還款日期當日或之後從閣下的結算戶口中支取退款金額未能償還的貸款餘額。

(iii) 在本行已全面行使有關發行人退還的金額的權利後，本行會將任何剩餘金額（不計利息）存入閣下的結算戶口。

d. 貸款利息

(i) 閣下須就從提取貸款日起至還款日期期間支付以本行不時指定的利率計算的利息。閣下不可撤銷地授權本行於還款日期當日從閣下的結算戶口支取所有累算利息。

(ii) 如發行人決定取消首次公開發售，貸款利息將累算至 (1) 本行或本行的代名人收到發行人的退款當日，(2) 貸款全數清還當日或 (3) 還款日期，以最後日期為準。

(iii) 本細則下閣下應付的任何金額及就該金額累算的利息如在到期時未被清還，該等欠款須加計欠款利息。該欠款利息會按適用於閣下結算戶口未經授權透支信貸的利率累算至本細則下閣下應付的金額被全數清還當日。

(iv) 本細則下閣下應付的所有利息將逐日累算，按實際日數及以每年 365 日（或如適用，366 日）為計算基準。

e. 本行的凌駕性要求還款的權利

儘管本行向閣下授予貸款，貸款受限於本行可隨時要求還款的凌駕性權利。

f. 有抵押債務的抵押

(i) 鑑於本行向閣下提供或繼續提供貸款，閣下以實益擁有人身份向本行絕對轉讓（並同意絕對轉讓）閣下就 (1) 銷售文件中指定的收款銀行（「收款銀行」）持有的申請款項金額及 (2) 認購申請成功而獲發行人配發的證券，所有現有或將有的權利、業權、權益及利益，連同就有關上述 (1) 及 (2) 項或其他有關認購申請的事宜，閣下分別對收款銀行及發行人可能擁有的所有索償、權利及採取補救方法的權利，作為妥當及準時向本行償還閣下在貸款下的債務的抵押。

(ii) 除按上述第 21(f)(i) 則設定的抵押及結算戶口細則、綜合理財戶口細則、證券戶口細則或證券孖展買賣服務戶口細則（各自及統稱「原有條款」）授予本行的抵押及其他權利及利益外，及在不削弱或限制該等抵押、權利及利益的效力的情況下，閣下以實益擁有人身份將下列戶口、資產、財產、權利及利益抵押、質押及轉讓予本行為有抵押債務（定義見下文）提供不超過有抵押債務金額的抵押，並確認根據原有條款作出的抵押、質押及轉讓：

(1) 閣下的各綜合理財戶口、投資服務戶口、證券戶口、證券孖展買賣服務戶口細則（如適用）及結算戶口（各稱「抵押戶口」），及所有及任何在任何時候或不時存放於各抵押戶口的資產及財產（包括按認購申請代閣下認購的股份）。此等資產及財產可由存款（包括其續期及展期存款）、金錢、此等存款及金錢的利息（以上各項均包括任何貨幣或幣值及不論貨幣或幣值的任何改變）、黃金及任何其他貴金屬及商品、股票、股份、債券、票據、期權及其他貨幣市場、債務及金融票據（不論是轉讓、不記名或任何其他形式）及任何種類的投資及證券組成；

(2) 不時存入各抵押戶口的所有及任何額外資產及財產；

(3) 上述 (1) 及 (2) 段所述的任何資產及財產所附或累算的所有權利及利益及所有出售得益。

閣下向本行提供的此抵押、質押及轉讓是一項持續抵押，作為妥當及準時償還閣下在貸款下的債務及閣下根據本細則不時到期或欠付本行的所有款項及金額（「有抵押債務」），及履行閣下不時在本細則下的所有責任的持續抵押。

(iii) 閣下在上述第 21(f)(i) 及 (ii) 則下所提供的抵押是：

(1) 一項額外抵押，儘管本行現時或其後任何時間獲提供任何其他擔保、彌償保證或附屬抵押品或任何其他權力、權利或補救，該抵押仍可被執行，而不會削弱或限制任何該等其他擔保、彌償保證、附屬抵押品、權力、權利或補救的效力；及

(2) 一項持續性抵押，為有抵押債務的最後結欠提供抵押，而不受閣下逝世、破產、清盤、解散、無行為能力或閣下的章程細則的更改，或任何期間或部分付款或償還有抵押債務，或履行或清償全部或部分貸款下的尚欠金額或本細則下閣下的責任所影響。

g. 本行的抵銷及留置權

(i) 本行可在無須通知的情況下隨時組合或合併閣下在本行的所有或任何戶口（包括各抵押戶口），並把任何存放在任何一個或多個該等戶口的款項作抵銷或轉賬，以履行或清償就貸款或根據本細則或就任何其他閣下尚欠本行的責任及債務，而不受任何償還有抵押債務或其他事項所影響。如任何該等組合、合併、抵銷或轉賬須要把一種貨幣兌換為另一種貨幣，該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算，而該決定對閣下具有決定性及約束力。

(ii) 閣下不可撤銷地授權本行就所有本行在任何時間及不時及因為閣下保管或任何其他原因（不論是否一般的銀行業務過程中）而管有或控制閣下的財產（包括各抵押戶口內的所有資產及財產）行使留置權，及（如有需要）行使本行出售該等資產及財產的權力，並將出售所得款項淨額用作清還任何有抵押債務及閣下尚欠本行的任何其他金額。

(iii) 儘管閣下向本行發出任何有關運用任何存放在閣下於本行維持的任何戶口的任何款項的指示，就保證閣下清還有抵押債務及履行閣下在本細則下的責任，本行有權在有需要時扣起或使用任何該等資金。

(iv) 在不限制或削弱其他條文的效力的情況下，閣下不可撤銷授權本行作出下列（或其中任何一項）事項：

(1) (a) 按本行酌情決定的方式及條款隨時持有或出售閣下的投資服務戶口、證券戶口及證券孖展買賣服務戶口（如適用）內的所有或任何證券，(b) 將出售所得款項淨額用作清還任何有抵押債務及閣下尚欠本行的任何其他金額，(c) 代表閣下簽署任何轉讓書、成交單據及任何其他文件，(d) 取消或更改閣下向本行發出的任何出售或交付任何證券的指示及 (e) 作出為此等目的所需的事宜（包括指示本行的代名人採取任何步驟及行動）。此授權涵蓋閣下的投資服務戶口、證券戶口及證券孖展買賣服務戶口（如適用），包括按認購申請代閣下認購的證券；及

(2) 從 (a) 發行人退還的任何款項、(b) 出售任何證券的所得款項、或 (c) 閣下的結算戶口或閣下在本行維持的任何其他戶口，扣減由本行或本行的代名人就有關貸款或認購申請而應繳或招致的任何成本、費用、收費、開支及稅款，並指示本行的代名人進行扣減（如適用）。

h. 本行責任的限制

閣下明白 (i) 認購申請可能全部或部分不成功，及 (ii) 本行無權代有關發行人接納認購申請。本行收悉閣下的認購申請並不同於有關發行人接納認購申請。如因任何原因閣下的認購申請全部或部分不成功，本行或本行的代名人均無須向閣下負任何責任。



**HSBC**  
**滙豐**

- i. 閣下的確認
- (i) 如香港以外任何地方的法律適用於閣下對公開發售的證券的申請，閣下確認 (1) 閣下已遵從所有該等法律，及 (2) 本行及本行的代名人不會因向閣下提供有關申請的任何服務而違反該等法律。
  - (ii) 本行及本行的代名人有權倚賴閣下就閣下的證券申請所作出的任何確認及聲明。
  - (iii) 閣下明白本行不就本細則下提供的貸款或其他服務提供任何性質的招攬、建議、投資意見。閣下確認閣下已收到有關公開發售的銷售文件。閣下須考慮銷售文件內的資料及聲明並自行決定是否認購公開發售證券。如有疑問，閣下應向閣下的專業顧問尋求意見。
- j. 閣下的彌償
- 如本行及本行的代名人就因或有閣下違反或未有履行有關貸款、認購申請或本細則閣下的任何確認、聲明及責任而招致或蒙受的任何損失、損害、索償、債務、罰款、成本或支出，閣下須向本行及本行的代名人全面賠償及持續令本行及本行的代名人獲全面賠償。
- k. 聯名投資戶口獲授予貸款
- 如投資戶口是聯名戶口：
- (i) 投資戶口的所有戶口持有人須就貸款的責任及債務共同及各別負責；及
  - (ii) 閣下任何一人就貸款作出的所有確認及聲明會被視為由每位戶口持有人作出。
1. 閣下明白就貸款申請/認購申請提供的個人資料，及本行與閣下之間的交易或往來細節，本行可為下述用途使用、儲存、披露及轉移予本行認為有需要的（香港境內及境外）人士，包括任何滙豐集團成員：與本行可向閣下提供的服務相關的用途，及 / 或因任何用途核對閣下的其他個人資料，及 / 或為本行及 / 或其他滙豐集團成員推廣、改善及加強一般客戶服務。閣下有權要求查閱及更正任何個人資料，或要求停止將個人資料用作直接促銷用途。

如需協助，請致電 (852) 2233 3322（滙豐卓越理財客戶）或 (852) 2748 8333（運籌理財客戶）或 (852) 2233 3000（其他個人理財客戶）。