

# The Hongkong and Shanghai Banking Corporation Limited

## SECURITIES ACCOUNT TERMS AND CONDITIONS

<b>*Quick Facts of Securities Services</b>		
<b>Service Features</b>		<b>For More Information</b>
Types of Services Offered	<p><u>Securities Trading Service</u></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><u>Custodian Service</u></p> <ul style="list-style-type: none"> <li>We may hold or arrange for securities to be held in safe custody.</li> <li>We may deposit and withdraw securities in accordance with your Instructions.</li> </ul>	Securities Account 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.	Securities Account Terms and Conditions – Clause 6
<b>Key Terms</b>		<b>For More Information</b>
Instructions	<ul style="list-style-type: none"> <li>If you wish to use any Services, you have to give us Instruction.</li> <li>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.</li> </ul>	Securities Account Terms and Conditions – Clauses 7, 8, 9 and 10
Limitations on Liability and Indemnity	<ul style="list-style-type: none"> <li>We are not your trustee or investment adviser.</li> <li>We are not liable for the management or performance of your assets.</li> <li>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.</li> <li>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.</li> </ul>	Securities Account Terms and Conditions – Clause 11
Customer's Obligations	<ul style="list-style-type: none"> <li>You should examine each report or statement provided by us to check its accuracy.</li> <li>You confirm that you are not resident in a country/region where there is any restriction on you relating to purchase of any securities.</li> <li>You understand and accept the risk disclosure statements.</li> <li>You confirm that you act as principal when using any of the Services.</li> </ul>	Securities Account Terms and Conditions – Clauses 6.1 and 12
Fees and Expenses	<ul style="list-style-type: none"> <li>You are required to pay fees and expenses for our Services according to the bank tariff guide.</li> <li>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.</li> </ul>	Securities Account Terms and Conditions – Clause 13
Termination of Services	<ul style="list-style-type: none"> <li>We may cease to provide the Services by giving not less than 30 days' notice in writing to you.</li> <li>You may terminate the Services by giving not less than 30 days' notice in writing to us.</li> <li>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.</li> </ul>	Securities Account Terms and Conditions – Clause 16

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

# The Hongkong and Shanghai Banking Corporation Limited

## SECURITIES ACCOUNT 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 General Terms and Conditions. These Terms and Conditions prevail to the extent of any inconsistency between these Terms and Conditions and the General 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.

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

#### 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; and
- (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; and
- (d) to aggregate orders effected on your behalf with the orders of other customers, ourselves or any member of HSBC Group.

## 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 securities listed or traded in the United States of America.

## 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; and
  - (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 or the Services may be used. This includes when you may operate the Securities Account on a Business Day, or the cut-off time for receiving Instructions on a Business Day.
- 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.

## 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.

## 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.

## 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 resident in a country/region where there is any restriction on you relating to purchase of any securities. If you become resident in any such country/region, 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 Trading Growth Enterprise Market Stocks

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

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

Securities that are foreign listed securities and are 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.

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.
- 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.

**Cash Account** means the account maintained by you with us which has been designated for the purpose of debiting and crediting funds in connection with the Services.

**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.

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

**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.

**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.

## Appendix 2

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

YOU MUST READ THESE TERMS AND CONDITIONS (these "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
      - (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 offer or 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. Any limitation of the Bank's obligation or duty in this Clause 3b is subject to compliance with all Applicable regulations.
- 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 nominees 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.

# 香港上海滙豐銀行有限公司

## 證券戶口條款及細則

<b>*證券服務一覽表</b>		
<b>服務特點</b>		<b>更多詳情</b>
服務種類	<p><u>證券買賣服務</u></p> <ul style="list-style-type: none"> <li>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。</li> </ul> <p><u>託管服務</u></p> <ul style="list-style-type: none"> <li>本行可代保管或安排他人保管證券。</li> <li>本行可按閣下的指示存入及提取證券。</li> </ul>	證券戶口條款及細則 - 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。	證券戶口條款及細則 - 第 6 條
<b>主要條款</b>		<b>更多詳情</b>
指示	<ul style="list-style-type: none"> <li>如閣下欲使用任何服務，須向本行發出指示。</li> <li>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。</li> </ul>	證券戶口條款及細則 - 第 7、第 8、第 9 及第 10 條
責任的限制及彌償	<ul style="list-style-type: none"> <li>本行並非閣下的受託人或投資顧問。</li> <li>本行無須就閣下的資產的管理或表現負責。</li> <li>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。</li> <li>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。</li> </ul>	證券戶口條款及細則 - 第 11 條
客戶的責任	<ul style="list-style-type: none"> <li>閣下應審查每份由本行提供的報告或結單是否準確。</li> <li>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／地區。</li> <li>閣下明白並接受風險披露聲明。</li> <li>閣下確認閣下是以主事人的身份進行跟服務有關的事宜。</li> </ul>	證券戶口條款及細則 - 第 6.1 及第 12 條
費用及開支	<ul style="list-style-type: none"> <li>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。</li> <li>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。</li> </ul>	證券戶口條款及細則 - 第 13 條
終止服務	<ul style="list-style-type: none"> <li>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。</li> <li>閣下可向本行發出不少於 30 日事先書面通知終止服務。</li> <li>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。</li> </ul>	證券戶口條款及細則 - 第 16 條

\* 整份證券戶口條款及細則適用於證券服務。本表載有的主要產品條款的簡介僅供參考之用，並不擬取代整份證券戶口條款及細則。如有任何不一致，概以證券戶口條款及細則為準。

## 證券戶口條款及細則

### 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一般條款及細則規管。如本條款及細則及一般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。

##### 3.1.5 就新股認購 (IPO) 而言，附錄二的指定條款及細則將適用。

#### 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；及
- (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。

## 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) 拒絕為在美國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滙集；
- (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列（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稅率（或本行不時決定的任何其他預扣稅稅率）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或服務的方式。這包括閣下於營業日何時可操作證券戶口，或於營業日內為收取指示而設的截止時間。
- 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，則在該交易日日後的營業日結束時失效。

## 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。

## 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。

## 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託人的行動。

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) 閣下並非居留於有任何限制閣下購買任何證券的國家／地區。如閣下成為該等國家／地區的居民，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) 買賣創業板股份的風險  
創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。  
閣下只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。  
現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。  
假如閣下對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。
  - (c) 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。
- 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況下，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，而本行酌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況下，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（以本行可不時指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。

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戶口。

**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。

**一般條款及細則**指本行不時指定，規管各種戶口及服務的一般條款及細則，可被不時修改。

**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。

**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。

**本行或本行的**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 AAA523，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。

## 附錄二

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

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覆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覆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，如在交收時間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篡改，或 (3)（如適用）發行人收到閣下作出或代閣下作出的重覆或多項申請。
- 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或其他方式買賣的市場，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。於本第 3b 條中所列明的貴行的義務或責任的限制將會受制於所有適用法規。
- 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。
- e. 如有關公開發售不允許重複申請，本行有權拒絕任何重複申請或疑屬重複的申請。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就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覆申請，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覆申請，重覆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關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。就因或有關本行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關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内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存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、證券存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。

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。

l. 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。