

The Hongkong and Shanghai Banking Corporation Limited

STOP LOSS LIMIT ORDER TERMS AND CONDITIONS

1. Scope of Stop Loss Limit Order Service and definitions
 - 1.1 You authorise us (but we have no obligation) to accept any Stop Loss Limit Order. We will inform you promptly if we do not accept a Stop Loss Limit Order.
 - 1.2 We have the right to specify and vary from time to time the stocks for which you may give Stop Loss Limit Orders.
 - 1.3 Stop Loss Limit Orders are governed by the provisions of these Terms and Conditions and the provisions of other terms and conditions applicable to securities trading. For the purpose of a Stop Loss Limit Order, the provisions of these Terms and Conditions prevail over such other provisions to the extent of any inconsistency between them.
2. Our obligations
 - 2.1 We are not under an obligation to act on an Instruction to cancel or amend a Stop Loss Limit Order received by us. We may have fully executed that Stop Loss Limit Order or we may have insufficient time or we may be unable to cancel or amend an unexecuted or partly executed Stop Loss Limit Order 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 Stop Loss Limit Order.
 - 2.2 Single Day Stop Loss Limit Order
 - (a) You are required to state clearly in each Single Day Stop Loss Limit Order the stock to which it relates and the Stop Loss Price. We have no obligation to accept or process a Single Day Stop Loss Limit Order if (i) the stock to which it relates or the Stop Loss Price is not clearly stated in our reasonable opinion, (ii) we are not given sufficient time to process it or (iii) it is received after the cut-off time on the Trading Day on which it is given. We will advise you of the applicable cut-off time from time to time.
 - (b) If a Single Day Stop Loss Limit Order is triggered on the Trading Day on which it is given but is not executed (in whole or in part) for any reason on that Trading Day, that Single Day Stop Loss Limit Order (or the unexecuted part) will lapse on the expiry of that Trading Day.
 - 2.3 Multiple Day Stop Loss Limit Order
 - (a) You are required to state clearly in each Multiple Day Stop Loss Limit Order (i) the stock to which it relates, (ii) the Stop Loss Price and (iii) its expiry date. We have the right not to accept or process a Multiple Day Stop Loss Limit Order if any of the above items is not clearly stated in our reasonable opinion.
 - (b) If a Multiple Day Stop Loss Limit Order is not triggered on the Trading Day on which it is given, it will be carried forward for up to seven consecutive days including the day on which it is given until it is triggered or expires, or is cancelled with our consent (whichever is the earliest).
 - (c) If a Multiple Day Stop Loss Limit Order is triggered on a Trading Day but is not executed (in whole or in part) for any reason on that Trading Day, that Multiple Day Stop Loss Limit Order (or the unexecuted part) will lapse on the expiry of that Trading Day even if it has not then expired.
 - 2.4 Execution of Stop Loss Limit Order

You authorise us to execute in the following manner a Stop Loss Limit Order that is triggered:

 - (a) execute that Stop Loss Limit Order in whole or in part in any number of tranches at any price between the Stop Loss Price and the Lowest Selling Price (as long as the price is not less than the Lowest Selling Price); or
 - (b) if that Stop Loss Limit Order is not executed at all or in whole at a price between the Stop Loss Price and the Lowest Selling Price, and the Nominal Price then rises above the Stop Loss Price, execute that Stop Loss Limit Order in whole or in part at the then Nominal Price being a price higher than the Stop Loss Price.
 - 2.5 Limitation of our liability
 - (a) Except as set out in paragraph (b) below, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):
 - (i) any delay or failure in executing a Stop Loss Limit Order;
 - (ii) any partial execution of a Stop Loss Limit Order; and
 - (iii) any execution of a Stop Loss Limit Order at a price above the Stop Loss Price.
 - (b) If it is proved in a case set out in paragraph (a) above 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.
 - 2.6 No withdrawal

On receipt of a Stop Loss Limit Order we are entitled to hold the stocks to which that Stop Loss Limit Order relates. You agree that you are not entitled to withdraw or deal in any way all or any part of such stocks until that Stop Loss Limit Order expires or lapses, or is cancelled with our consent (whichever is the earliest).
3. 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.
4. Governing law and version
 - 4.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
 - 4.2 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.
5. Jurisdiction
 - 5.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.
 - 5.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Definitions

Unless the context requires otherwise, terms used in these Terms and Conditions have the meanings set out below:

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

Instruction means any instruction in relation to any account or service given in any form or by any means accepted by us from time to time.

Lowest Selling Price means a price equal to or greater than HKD0.01 and equal to or lower than the Stop Loss Price.

Multiple Day Stop Loss Limit Order means a Stop Loss Limit Order that, if not triggered on the Trading Day on which it is given, will be carried forward in accordance with Clause 2.3(b).

Nominal Price has the meaning set out in the Rules of The Stock Exchange of Hong Kong Limited from time to time. At present, in relation to a stock stated in a Stop Loss Limit Order, Nominal Price means the previous closing price, the current bid price or the current ask price of that stock at any time during or at the close of the pre-opening trading session or continuous trading session, depending on whether or not that stock has been traded during the day under the various circumstances as set out in the definition in the Rules of The Stock Exchange of Hong Kong Limited. You may obtain such Rules from the website of Hong Kong Exchanges and Clearing Limited.

Single Day Stop Loss Limit Order means a Stop Loss Limit Order that is to be executed only on the Trading Day on which it is given.

Stop Loss Limit Order means an Instruction to sell a stock stated in that Instruction at a price not less than the Lowest Selling Price if the Nominal Price falls to a level that is equal to or less than the Stop Loss Price.

Stop Loss Price in relation to a Stop Loss Limit Order, means the price below the Nominal Price designated by you (but always within a spread range as determined conclusively by us from time to time) at which that Stop Loss Limit Order is to be triggered.

Trading Day means a day on which the Stock Exchange of Hong Kong is open for business.

we, us, our means 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, and its successors and assigns.

you or your means each person to whom we may provide securities trading service and, where the context permits, includes any individual authorised by you to give Instructions relating to such service.

香港上海滙豐銀行有限公司

止蝕限價盤條款細則

1 止蝕限價盤服務的範圍及定義

- 1.1 閣下授權本行（但本行無責任）接納任何止蝕限價盤。如本行不接納某項止蝕限價盤，會從速通知閣下。
- 1.2 本行有權不時指定及更改閣下可發出止蝕限價盤的證券。
- 1.3 止蝕限價盤受本條款及細則及其他條款及細則中適用於證券買賣的條文規管。就止蝕限價盤而言，本條款及細則與該等其他條文如有任何不一致，概以本條款及細則為準。

2 本行的責任

- 2.1 本行並無責任執行有關取消或更改任何本行已收到的止蝕限價盤的指示。本行可能已完全執行該止蝕限價盤，亦可能未有充分時間或因任何其他原因無法取消或更改一項未執行或已部分執行的止蝕限價盤。在該情況下，就因或有關本行執行較早前的止蝕限價盤，而引致閣下招致或蒙受任何損失或開支，本行無須負責。

2.2 單日止蝕限價盤

- (a) 閣下須在每項單日止蝕限價盤內清楚指定有關的證券及止蝕價。就某個單日止蝕限價盤而言，在下列情況下，本行無責任接受或處理一項單日止蝕限價盤如 (i) 本行合理認為有關證券或止蝕價未有清楚指定，(ii) 本行未獲給予足夠時間處理該盤，或 (iii) 本行在該盤發出的交易日的截止時間後才收到。本行會不時通知閣下適用的截止時間。
- (b) 如一項單日止蝕限價盤在發出的交易日當日被觸發，但該盤因任何原因未被完全執行或僅部分被執行，則該盤（或其中未被執行的部分）會被視為在該交易日結束時失效。

2.3 多日止蝕限價盤

- (a) 閣下須在每項多日止蝕限價盤中清楚指定 (i) 有關的證券，(ii) 止蝕價及 (iii) 其屆滿日期。如本行合理認為一項多日止蝕限價盤未有清楚指定有關證券、止蝕價或屆滿日期，本行有權不接受或不處理該盤。
- (b) 如一項多日止蝕限價盤在發出的交易日內未被觸發，該盤最多會在隨後連續七 (7) 日內仍然有效（包括發出當日），直至該盤被觸發或屆滿為止，或在本行同意的情況下被取消為止（以最早發生者為準）。
- (c) 如一項多日止蝕限價盤在一個交易日被觸發但因何原因未被完全執行或僅部分被執行，則該盤（或其中未被執行的部分）即使尚未屆滿，亦會被視為於該交易日結束時失效。

2.4 執行止蝕限價盤

閣下授權本行以下列方式執行被觸發的止蝕限價盤：

- (a) 以止蝕價與最低沽出價之間的任何價位，並以任何份額全數或部分執行止蝕限價盤（惟不會以低於最低沽出價執行該盤）；或
- (b) 如該止蝕限價盤未能以止蝕價與最低沽出價之間的價位被執行或被完全執行，而隨後按盤價升越止蝕價，則本行可按當時高於止蝕價的按盤價全數或部分執行該盤。

2.5 本行責任的限制

- (a) 就因或有關下列（或其中任何一項）事宜，而引致閣下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（但下列 (b) 段所載則屬例外）：
 - (i) 任何就執行止蝕限價盤的延誤或失誤；
 - (ii) 任何止蝕限價盤僅被部分執行；及
 - (iii) 以高於止蝕價的價位執行止蝕限價盤。
- (b) 如上列 (a) 段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，則本行會就直接及純粹因該等疏忽或故意失責而引致閣下招致或蒙受的直接及合理可預見的任何損失及損害負責。

2.6 不可提取

在收到止蝕限價盤後，本行有權預扣相關證券。閣下同意直至該止蝕限價盤屆滿或失效或在本行同意的情況下被取消（以最先發生者為準），閣下無權提取或以任何形式處理該等證券或其任何部分。

3 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。

4 管轄法律及版本

- 4.1 本條款及細則受香港法律管轄並按其詮釋。
- 4.2 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。

5 管轄權

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

定義

除非文義所需，否則在本條款及細則使用的詞語有下列定義：

香港指中華人民共和國香港特別行政區。

指示指以本行不時接受的任何形式或方式發出，有關任何戶口或服務的任何指示。

最低沽出價指相等或高於港幣 0.01 元但相等或低於止蝕價的一個價格。

多日止蝕限價盤指在某個交易日發出但在該交易日內未被觸發而按第 2.3(b) 條在下一個交易日仍然有效的止蝕限價盤。

按盤價的定義與不時載於香港聯合交易所有限公司的規則的定義相同。目前，就止蝕限價盤中指定的證券而言，按盤價指開市前時段或持續交易時段內的任何時間或結束時該證券的上日收市價、當時買盤價或當時賣盤價，而須視乎該證券是否曾於當日在香港聯合交易所有限公司的規則中定義列舉的各種情況下有成交而定。有關規則，閣下可瀏覽香港聯合交易所有限公司的網站。

單日止蝕限價盤指僅限於沽盤發出之交易日內執行的止蝕限價盤。

止蝕限價盤指沽售指定證券的指示，而該指示指定如按盤價跌至相等或低於止蝕價，則本行須以不低於最低沽出價沽售該證券。

止蝕價就一項止蝕限價盤而言指該盤被觸發的價位，而該價位低於閣下指定的按盤價（但會在本行不時最終決定的差價範圍之內）。

交易日指香港聯合交易所營業的日子。

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》(香港法例第 571 章)下獲註冊為註冊機構，中央編號為 AAA523，及其繼承人及受讓人。

閣下或閣下的指以獲提供證券買賣服務的各位人士，及如文義允許，包括獲閣下授權發出有關該服務的指示的任何個人。