

HSBC Broking Forex (Asia) Limited

滙豐金融外匯（亞洲）有限公司

TERMS OF BUSINESS

商業條款

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A. Definitions and Interpretation 定義及解釋

- 1.1 In these Terms of Business the following expressions, unless the context requires otherwise, shall have the following meanings:

在本商業條款中，除非文義另有不同要求，以下辭彙均具有下列意義：

“Account Opening Form and Customer Information Statement” means the Account Opening Form and Customer Information Statement which contains information provided by the Customer to HSBC Broking Forex and as updated from time to time by the Customer.

「開戶表格和客戶資料聲明書」指載有由客戶提供給滙豐金融外匯的資料並不時由客戶更新的開戶表格和客戶資料聲明書。

“Affiliated Company” means a company that is a subsidiary or holding company of HSBC Broking Forex or a subsidiary of such holding company and includes, without limitation, The Hongkong and Shanghai Banking Corporation Limited, its subsidiary, holding company or a subsidiary of such holding company.

「聯營公司」指滙豐金融外匯的附屬公司或控股公司、或該控股公司的附屬公司，並包括但不限於香港上海滙豐銀行有限公司、其附屬公司、控股公司或該控股公司的附屬公司。

“Agreement” means the Customer Agreement made between HSBC Broking Forex and the Customer (as amended and supplemented from time to time) the Account Opening Form and Customer Information Statement and these Terms of Business (including the terms as set out in the Schedules).

「本合約」指滙豐金融外匯與客戶簽訂的客戶合約（可不時修訂及補充）、開戶表格和客戶資料聲明書及本商業條款（包括各附表所載的條款）。

“Applicable Law” means all applicable laws, rules, regulations, orders, rulings and directives, all written rules, policies, customs, decrees, permits, judgments, requirements and determinations of governmental, regulatory and self-regulatory bodies (whether or not having the force of law) having jurisdiction over HSBC Broking Forex, its Affiliated Company and/or the Customer.

「適用法律」指對滙豐金融外匯、其聯營公司及／或客戶具司法管轄權的政府、監管及自我監管機構（不論是否具有法律效力）之所有適用法律、規則、條例、法令、裁定及指令、所有書面規則、政策、慣例、判令、許可、裁決、要求及決定。

“Authorised Trader(s)” means the person or persons whose names are set out in the Schedule 1 of the Trading Authorisation.

「授權交易人」指名稱載於交易授權書附表 Schedule 1 的一位或多位人士。

“Business Day^{*1}” means the following:

「營業日^{*1}」指下列：

- (a) in relation to delivery of Currency and Counter-Currency and payment arising from LFE Contracts, any day on which banks in New York and/or the country of origin of the Currency are open for business; or

對有關貨幣和相對貨幣的交收，以及由於槓桿式外匯合約所引致的付款而言，指在紐約及／或貨幣原產國的銀行開門營業的任何日子；或

- (b) in relation to any other case, any day on which HSBC Broking Forex is open for business, which is any day during Monday to Friday, excluding any public holiday and any day on which a black rainstorm warning, or a number eight (8) or higher typhoon signal is hoisted before 2.00pm. in Hong Kong.

對有關任何其他情況而言，指在香港除公眾假期及在下午 2.00 時前已懸掛黑色暴雨警告 訊號或八（8）號或更高颱風訊號的日子之外，於星期一至星期五期間滙豐金融外匯開門營業的任何日子。

“CE number” means the unique identifier assigned to HSBC Broking Forex by the SFC which appears on the front page of the Customer Agreement.

「中央編號」指證監會分配予滙豐金融外匯的獨特識別號碼，見客戶合約首頁。

“Complaints Officer” means the Head of Regulatory Compliance of HSBC Broking Forex.

^{*1} “Business Day” as used in the Agreement is not necessarily equivalent to a trading day or the trading hours on or at which HSBC Broking Forex provides services for dealing in leveraged foreign exchange. Such trading days and trading hours are determined by HSBC Broking Forex from time to time in accordance with the trading days and hours in Hong Kong and other markets.

^{*1} 「營業日」在本合約中不一定等同滙豐金融外匯提供槓桿式外匯買賣服務的交易日或交易時段。該等交易日及交易時段乃由滙豐金融外匯不時按香港及其他市場的交易日及時段釐定。

「投訴主任」指滙豐金融外匯的監管合規部主管。

“Counter-Currency” means the currency on the other side against the Currency of a LFE Contract.

「相對貨幣」指與槓桿式外匯合約貨幣相對的貨幣。

“Currency” means the base currency of a LFE Contract.

「貨幣」指槓桿式外匯合約的基礎貨幣。

“Customer” includes his executors, administrators, legal representatives and assigns.

「客戶」包括客戶的遺囑執行人、遺產管理人、法定代表及受讓人。

“Customer Agreement” means the customer agreement completed and signed by the Customer and HSBC Broking Forex (as amended and supplemented from time to time) which will incorporate these Terms of Business.

「客戶合約」指客戶與滙豐金融外匯完成和簽訂的客戶合約（可不時修訂及補充），當中會載列本商業條款。

“Deficit” means any negative balance in the account of the Customer with HSBC Broking Forex whatsoever and howsoever arising.

「虧損額」指客戶在滙豐金融外匯開立的帳戶中無論以任何種方式產生的任何負值差數。

“Financial Product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

「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「槓桿式外匯交易合約」而言，其僅適用於可從事第3類受規管活動的持牌人士所進行的交易。

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

「香港」指中華人民共和國香港特別行政區。

“HSBC Broking Forex” means HSBC Broking Forex (Asia) Limited

「滙豐金融外匯」指滙豐金融外匯（亞洲）有限公司。

“Information Statement for Other Relevant Person(s)” means the Information Statement for Other Relevant Person(s) which contains information provided by relevant person(s) (as defined in the Information Statement for Other Relevant Person(s)) to HSBC Broking Forex and as updated from time to time by the relevant person(s).

「其他相關人士資料聲明書」指載有由相關人士（定義見其他相關人士資料聲明書）提供給滙豐金融外匯的資料並不時由相關人士更新的其他相關人士資料聲明書。

“Leveraged Foreign Exchange Contract” and “LFE Contract” means a contract as may be agreed between the Parties hereto from time to time in respect of the purchase and sale of a Currency against a Counter-Currency pursuant to the terms of such contract and the Agreement.

「槓桿式外匯合約」指訂約雙方按照有關合約及本合約條款，不時就買賣貨幣與相對貨幣所協定之合約。

“Margin Deposit” means a deposit of money or other property as required by HSBC Broking Forex to be placed by the Customer from time to time with HSBC Broking Forex as collateral.

「孖展按金」指客戶應滙豐金融外匯要求不時存放於滙豐金融外匯作為抵押品的按金或其他財產。

“Parties” means HSBC Broking Forex and the Customer and “Party” means either of them.

「雙方」指滙豐金融外匯及客戶，而「一方」指任何一方。

“Relevant Affiliates” means HSBC Broking Services (Asia) Limited, HSBC Broking Securities (Asia) Limited and HSBC Broking Futures (Asia) Limited, and “Relevant Affiliate” means any one (1) of them.

「相關聯繫人」指滙豐金融服務（亞洲）有限公司、滙豐金融證券（亞洲）有限公司及滙豐金融期貨（亞洲）有限公司或當中任何一（1）間。

“Settlement Date” means, in respect of each sale and purchase of LFE Contract, a Business Day which is two (2) Business Days after the date of the LFE Contract, or such other date as determined by HSBC Broking Forex from time to time.

「結算日」指就槓桿式外匯合約的每宗買賣而言，槓桿式外匯合約日期後的第二（2）個營業日，或由滙豐金融外匯不時決定的相關其他日期。

“SFC” means the Securities and Futures Commission of Hong Kong.

「證監會」指香港證券及期貨事務監察委員會。

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

「證券及期貨條例」指證券及期貨條例（香港法例第 571 章）。

“Trading Authorisation” means the trading authorisation given by the Customer to certain individuals appointed by the Customer to place orders to buy/sell Currency and/or LFE Contracts on behalf of the Customer pursuant to the Agreement.

「交易授權書」指客戶給予其委派的個人的交易授權書，以代表客戶按照本合約發出買／賣貨幣及槓桿式外匯合約的指令。

1.2 In these Terms of Business:

在本商業條款中：

- (a) references to Clauses, Sub-Clauses and Schedules, unless otherwise stated, are references to Clauses, Sub-Clauses and Schedule(s) of these Terms of Business;
凡引述各條、款及附表之處，除非另有不同說明，均指本商業條款各條、款及附表；
- (b) the headings to the Clauses, Sub-clauses and those contained in the Schedules are for convenience only and do not affect their interpretation or construction;
各條、款的標題及附表所載標題僅為方便而加入，並不影響各條、款及附表的解釋或推定；
- (c) reference to a statute, statutory provision, subsidiary legislation, rules or regulations includes a reference to it as amended, extended or re-enacted from time to time;
凡引述法規、法定條文、附屬法例、規則或規例之處，包括引述不時經修訂、擴充或重新製訂的法規、法定條文、附屬法例、規則或規例；
- (d) words denoting the singular number only include the plural and vice versa; and
單數意義的字詞亦包括複數意義，反之亦然；及
- (e) words denoting the masculine gender shall include the feminine and neuter genders and vice versa, as the context requires.
如文義所需，陽性意義的字詞包括陰性和中性意義，反之亦然。

B. Leveraged Foreign Exchange Business **槓桿式外匯業務**

1. Transactions **交易**

- 1.1 HSBC Broking Forex as Principal in Dealing in LFE Contracts. HSBC Broking Forex shall be acting as principal when entering into LFE Contracts (Type 3 regulated activity) with the Customer. The Customer and HSBC Broking Forex may enter into LFE Contracts for the purchase or sale of Currency, of such type, specifications and quantities, at the price and on Settlement Dates and on such terms as may be agreed between the Customer and HSBC Broking Forex (except that the price shall be determined by HSBC Broking Forex in its sole and absolute discretion).

滙豐金融外匯在槓桿式外匯合約交易中作主事人。滙豐金融外匯與客戶簽訂槓桿式外匯合約（受規管活動第三類）時將擔任主事人。客戶與滙豐金融外匯可就買賣貨幣的相關類型、規格及數量、所處價格以及結算日和雙方可能協定的有關係款（惟價格將由滙豐金融外匯全權酌情決定）訂立槓桿式外匯合約。

- 1.2 Customer as Principal in Dealing in LFE Contracts. The Customer is acting on its own account (and not for the benefit of any other person) in relation to transactions hereunder. If the Customer is acting on behalf of any other person when instructing HSBC Broking Forex to deal in LFE Contracts pursuant to the Agreement, HSBC Broking Forex shall nonetheless treat the Customer as its only customer for all intents and purposes and the Customer shall remain liable as such.

客戶在槓桿式外匯合約交易中作為主事人。客戶進行本文所述的交易時乃代表其本人行事（並不為任何其他人士的利益行事）。如客戶代表任何其他人士指示滙豐金融外匯根據本合約進行槓桿式外匯合約買賣，滙豐金融外匯就所有用意及目的而言仍將視客戶為其唯一客戶，而客戶仍須對該交易負責。

- 1.3 LFE Contract. All LFE Contracts shall be on a deferred delivery basis and any obligation to make or take delivery of the contract value of the Currency of a LFE Contract shall continue until (i) the contract value of LFE Contract has been delivered or fully paid in accordance with Clause B, 4; or such obligation has been completely off-set in accordance with Clause B, 3.

槓桿式外匯合約。所有槓桿式外匯合約將按照延期交付準則，而且任何作出或進行槓桿式外匯合約貨幣的合約價值之交收責任將持續至（i）槓桿式外匯合約的合約價值已按照第 B.4 條交收或全數支付；或按照第 B.3 條完全地抵銷有關責任。

- 1.4 Curtailment of or Restriction on Capacity of HSBC Broking Forex. The Customer may be affected by the curtailment of, or restriction on, the capacity of HSBC Broking Forex to trade in respect of open positions as a result of action taken by the SFC under Applicable Law, including, without limitation, the SFO, or for any other reason, and in such circumstances the Customer may be required to reduce or close out its open positions with HSBC Broking Forex.

削減或限制滙豐金融外匯的能力。客戶可能因證監會根據適用法律（包括但不限於證券及期貨條例），或任何其他原因所採取的行動（如削減或限制滙豐金融外匯就買賣未平倉合約的能力）而受影響，而在有關情況下，客戶可能被要求減少其與滙豐金融外匯的未平倉合約或將其平倉。

- 1.5 Margin Transactions. Due to the leveraged nature of the products traded, all transactions shall be executed on a margin basis in accordance with the margin requirement set out in Clause B, 2.

孖展交易。由於所買賣的產品具槓桿作用，所有交易須按照第 B.2 條所載的孖展要求以孖展方式執行。

- 1.6 Closing Prices. The value of the Customer's open positions will be marked-to-market daily based on the spot price quoted on Reuters or other real-time screen quotation network after the normal time of New York foreign exchange market close.

收市價。客戶的未平倉合約之價值將會根據在紐約的外匯市場收市的正常時間後於路透社或其他實時屏幕報價網絡報出的現貨價，每日按市價計值。

2. Margin Deposit **孖展按金**

- 2.1 Margin Deposit Requirement. The Customer shall deposit, maintain or pay to HSBC Broking Forex a Margin Deposit in such currency, in such amount and within such time as HSBC Broking Forex may require from time to time, as security for the Customer's obligations to HSBC Broking Forex hereunder. The Margin Deposit requirement may be varied by HSBC Broking Forex as and when necessary without notice to the Customer. Changes in Margin Deposit requirement (increase or decrease) shall apply to existing positions and new positions on or after the date of such change. Failure by the Customer to meet calls for Margin Deposit by HSBC Broking Forex shall entitle HSBC Broking Forex to close by off-set or any form of liquidation any or all open LFE Contracts in any account of the Customer pursuant to Clause C, 3.1.

孖展按金要求。客戶須按照滙豐金融外匯不時要求的幣值、款額和時限，在滙豐金融外匯存入或維持或支付給滙豐金融外匯孖展按金，作為客戶向滙豐金融外匯承擔責任的保障。滙豐金融外匯可在需要的時候更改孖展按金要求，而不對顧客發出通知。孖展按金要求的改變（增加或減少）將適用於現行持倉及該項改變日期當日或之後的新持倉。根據第 C.3.1 條所載，如客戶未能按滙豐金融外匯的要求補足孖展按金，滙豐金融外匯有權以抵銷或任何其他清算方式將客戶在任何戶口中的任何或所有未平倉槓桿式外匯合約平倉。

- 2.2 Obligation of the Customer to Pay Margin Deposit. The Customer shall be liable on a full indemnity basis for any Deficit resulting from losses and any cost or expense (including legal costs) incurred by HSBC Broking Forex in relation to liquidating transactions initiated by HSBC Broking Forex arising from the Customer's failure to provide Margin Deposit pursuant to Clause B, 2.1 hereof.

客戶支付孖展按金的義務。如因客戶未能提供根據本合約第 B.2.1 條規定須提供的孖展按金以致滙豐金融外匯作出清算交易而出現損失及產生任何成本或開支（包括法律費用），並因而蒙受任何虧損額，客戶須以全數補償的方式承擔責任。

3. Off-setting of LFE Contracts **槓桿式外匯合約的抵銷**

- 3.1 Off-set of Opposite Obligations Between Contracts. Unless otherwise agreed by the Parties, where a LFE Contract ("New Contract") is entered into between HSBC Broking Forex and the Customer, which creates an obligation for the delivery of and payment for Currency, and such obligation is opposite to the obligation of the existing LFE Contract(s) between the Customer and HSBC Broking Forex, except that the amount(s) of Currency may be different from the amount(s) of the existing LFE Contract(s), then there will be a complete, failing which partial, set-off of the said contracts on the Settlement Date of the New Contract in the order of the dates of the contracts against which the New Contract is to be set off (on a first in first out basis) and any remaining rights and obligations (as the case may be) shall continue to be regarded as that of a LFE Contract for all purposes of the Agreement.

抵銷合約之間的對立責任。除非雙方另行議定，如滙豐金融外匯和客戶訂立槓桿式外匯合約（「新合約」）並因而產生交收及支付貨幣的責任，而有關責任與客戶和滙豐金融外匯簽訂的一份或多份現行槓桿式外匯合約的責任對立，則除了貨幣金額與現行槓桿式外匯合約的金額有所不同外，現行合約將於新合約結算日當日按照現行合約的合約日期（按日期順序排列）全部抵銷（如未能全部抵銷，則部分抵銷），而任何剩餘權利與義務（視情況而定）就本合約各方面而言將繼續作為槓桿式外匯合約的權利與義務（視情況而定）。

4. Currency Delivery and Payment **貨幣交收及支付**

- 4.1 Delivery and Payment. Subject to Clauses B, 1.3 and B, 3.1, each LFE Contract shall give rise to the buyer an obligation to take delivery of the contract value of the Currency and to deliver the contract value of the Counter-Currency and the seller an obligation to deliver the contract value of the Currency and to take delivery of the contract value of the Counter-Currency. Such obligations shall arise after the receipt of the Customer's instruction by HSBC Broking Forex. HSBC Broking Forex will credit or debit the contract value of the Currency or Counter-Currency, as the case may be, to the Customer's account.

交收及支付。受第 B.1.3 及 B.3.1 條所限，每份槓桿式外匯合約將賦予買方提取貨幣合約價值的責任及交付相對貨幣的合約價值，並賦予賣方交付貨幣合約價值的責任及提取相對貨幣的合約價值。有關責任將在滙豐金融外匯收到客戶的指示後產生。滙豐金融外匯將根據情況向客戶的戶口存入或從中扣除貨幣或相對貨幣的合約價值。

- 4.2 Withdrawal or Transfer of Currency or Counter-Currency. If the Customer wishes to withdraw or transfer the contract value of the Currency or Counter-Currency from his/its account, he/it must furnish a written instruction to HSBC Broking Forex on any Business Day which is two (2) Business Days prior to the withdrawal or transfer date proposed by the Customer. Such instruction should specify the dates of withdrawal or transfer and payment of the Currency or Counter-Currency, as the case may be, and other details required by HSBC Broking Forex. HSBC Broking Forex will enable such withdrawal or transfer in accordance with the Customer's instruction upon its receipt of payment of Currency or Counter-Currency, as the case may be.

貨幣或相對貨幣的提取或轉帳。如果客戶希望從其戶口中把貨幣或相對貨幣的合約價值提取或轉帳，則必須在其建議的提取或轉帳日期兩（2）個營業日之前的任何營業日，向滙豐金融外匯發出書面指示。有關指示應該註明提取或轉帳的日期及支付的貨幣或相對貨幣（視情況而定），以及滙豐金融外匯所需的其他詳情。滙豐金融外匯將根據客戶指示，在收到貨幣或相對貨幣付款進行有關提取或轉帳。

5. Interest on Deferred Position

遞延倉位的利息

- 5.1 Interest Calculation. In relation to a purchase of a Currency by the Customer from HSBC Broking Forex or a sale of a Currency by the Customer to HSBC Broking Forex, for so long as any contract remains open beyond the relevant Settlement Date, HSBC Broking Forex shall calculate an interest rate based on which HSBC Broking Forex will credit or debit, as the case may be, a money amount to the Customer's account as set out in this Clause B, 5.1:

利息計算。就客戶向滙豐金融外匯購入或出售貨幣而言，只要任何合約在有關結算日後仍然未平倉，滙豐金融外匯將如第 B.5.1 條所載，根據其將向客戶的戶口存入或從中扣除（視情況而定）的金額計算利率：

- (a) For the purposes of Clauses B, 5.1(b) and 5.1(c) hereof, interest calculation in respect of the Customer's open position will be in terms of the differential relative to U.S. dollar interest rate. Where the Currency and the Counter-Currency of the Customer's open positions are other than U.S. dollar, interest calculation of the said open position shall be the net interest rate arising from the differential between U.S. dollar and the Currency and U.S. dollar and the Counter-Currency of the said open position;

根據本條款第 B.5.1(b)及 B.5.1(c)條，有關客戶的未平倉合約之利息計算將會依據與美元利率相關的息差計算。當客戶的未平倉合約之貨幣及相對貨幣均非美元，上述未平倉合約的利息將以美元和上述未平倉合約中的貨幣，以及美元和上述未平倉合約中的相對貨幣之間所產生的淨利率息差計算；

- (b) Where the Currency sold by the Customer to HSBC Broking Forex pays a lower annual rate of interest than the Currency bought by the Customer from HSBC Broking Forex:

當客戶向滙豐金融外匯出售貨幣支付低於由客戶向滙豐金融外匯買入貨幣的年利率時：

- (i) HSBC Broking Forex shall derive an annual rate of interest in relation to the Customer's account ("Annual Rate") calculated as a result of transactions executed by HSBC Broking Forex with one (1) or more counterparty banks or other financial institutions that indicate bid prices via Thomson Reuters or other real-time screen quotation network ("Quotation Network"), for one-day matched sale and repurchase of each relevant Currency;

滙豐金融外匯根據其與一（1）家或以上的對手銀行或其他金融機構交易的結果，在路透社或其他實時屏幕報價網絡（「報價網絡」）顯示的每種相關貨幣單日配對出售及回購買入價，為客戶戶口計算年利率（「年利率」）；

- (ii) HSBC Broking Forex shall round the Annual Rate to the nearest 0.5 of a percentage point to derive a rounded rate (the "Rounded Rate");

滙豐金融外匯將修訂年利率至最接近的 0.5 個百分點，以得出經修訂利率（「經修訂利率」）；

- (iii) HSBC Broking Forex shall subtract 1.5 percentage points, or as agreed with the Customer, from the Rounded Rate to derive an adjusted annual rate (the "Adjusted Annual Rate");

滙豐金融外匯將從修訂利率減去 1.5 個百分點或與客戶協定的百分點，以得出經調整年利率（「經調整年利率」）；

- (iv) HSBC Broking Forex shall apply the Adjusted Annual Rate to the principal amount of the Customer's open position at the end of each calendar day; and

滙豐金融外匯將在每個曆日完結時就客戶的未平倉合約本金金額採用經調整年利率計算利息；及

- (v) HSBC Broking Forex shall credit to or debit the Customer's account, as the case may be, on a weekly basis the money amount in the Counter-Currency derived on the basis as set out in Clauses B, 5.1(b)(i) to (iv) hereof; and
滙豐金融外匯將每週向客戶的戶口存入或扣除（視情況而定）按本條款第 B.5(b)(i)至(iv)條所載基準計算的相對貨幣金額；及
- (c) Where the Currency sold by the Customer to HSBC Broking Forex pays a higher annual rate of interest than the Currency bought by the Customer from HSBC Broking Forex:
當客戶向滙豐金融外匯出售貨幣須支付較向滙豐金融外匯買入貨幣時更高的年利率：
- (i) HSBC Broking Forex shall derive an Annual Rate calculated as a result of transactions executed by HSBC Broking Forex with one (1) or more counterparty banks or other financial institutions that indicate offer prices via a Quotation Network, for one-day matched sale and repurchase of each relevant Currency;
滙豐金融外匯根據其與一（1）家或以上的對手銀行或其他金融機構交易的結果，在路透社或其他報價網絡顯示的每種相關貨幣單日配對出售及回購賣出價，為客戶戶口計算年利率；
- (ii) HSBC Broking Forex shall derive a Rounded Rate;
滙豐金融外匯將取得修訂利率；
- (iii) HSBC Broking Forex shall derive an Adjusted Annual Rate;
滙豐金融外匯將取得經調整年利率；
- (iv) HSBC Broking Forex shall apply the Adjusted Annual Rate to the principal amount of the Customer's open position at the end of each calendar day; and
滙豐金融外匯將在每個曆日完結時就客戶的未平倉合約本金金額採用經調整年利率計算利息；及
- (v) HSBC Broking Forex shall debit the Customer's account, on a weekly basis the money amount in the Counter-Currency derived on the basis as set out in Clauses B, 5.1(c)(i) to (iv) hereof.
滙豐金融外匯將每週於客戶的戶口扣除按本條款第 B.5(c)(i)至(iv)條所載基準計算的相對貨幣金額。

6. Representations and Warranties Pursuant To Leveraged Foreign Exchange Trading **關於槓桿式外匯買賣的陳述及保證**

- 6.1 HSBC Broking Forex hereby warrants, represents and undertakes to the Customer on the date of the Customer Agreement and throughout the duration of the Agreement:
滙豐金融外匯謹此向客戶保證、陳述及承諾，在客戶合約日期及整個本合約期間：
- (a) Employees and representatives of HSBC Broking Forex may be permitted to trade LFE Contracts with HSBC Broking Forex for their personal accounts pursuant to the policy established under the Code of Conduct for Persons Licensed by or Registered with the SFC;
滙豐金融外匯的員工及代表根據證監會持牌人或註冊人操守準則下訂立的政策，可以獲准為其個人戶口與滙豐金融外匯進行槓桿式外匯合約買賣；
- (b) No employee or representative of HSBC Broking Forex shall accept appointment by the Customer as agent to operate the Customer's account by giving orders on the Customer's behalf unless a separate agreement is entered into by the Customer and HSBC Broking Forex in accordance with the requirements of Applicable Law; and
滙豐金融外匯的員工及代表不得接受客戶委任為代理人，代表客戶發出指令運作客戶的戶口，除非客戶與滙豐金融外匯按照適用法律的規定另行訂立協議者；及
- (c) From time to time, HSBC Broking Forex may take the opposite position to the Customer's order in leveraged foreign exchange trading.
滙豐金融外匯可不時對客戶在槓桿式外匯合約買賣的指示進行對盤買賣。

7. Risk Disclosure
風險披露

Customer's Acknowledgement of Risk Disclosure Statements. The Customer hereby acknowledges that the Customer has read and fully understood and accepted the risk disclosure statements of the applicable products and services set out in Schedule 1 and has accepted all the risks disclosed therein.

客戶確認風險披露聲明書。客戶茲確認已閱讀及完全明白並接受附表 Schedule 1 所載有關適用產品及服務的風險披露聲明書，並接受當中披露的所有風險。

C. General Business Terms **一般商業條款**

1. Suitability **適宜性**

- 1.1 Solicitation and recommendation. In relation to the purchase and/or sale of any product:
招攬及建議。就購買及／或銷售任何產品而言：
- (a) HSBC Broking Forex may solicit the sale of or recommend a product to the Customer in accordance with Clause C, 1.4.1(a) or (b); and/or
滙豐金融外匯可根據第 C.1.4.1 (a) 或 (b) 條向客戶招攬銷售或建議產品；及／或
- (b) the Customer may enter into the transaction with HSBC Broking Forex without or inconsistent with any solicitation or recommendation from HSBC Broking Forex in accordance with Clause C, 1.4.1(c).
客戶可根據第 C.1.4.1 (c) 條在沒有滙豐金融外匯的任何招攬或建議或與之不一致的情況下與滙豐金融外匯進行交易。
- 1.2 Making available to the Customer any advertisements, 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.
向客戶提供有關任何產品或服務的任何廣告、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。
- 1.3 Unless otherwise specified in these Terms of Business or in other terms and conditions in relation to any product, HSBC Broking Forex does not have any obligation to make available any service or providing advice in relation to the purchase or sale of products which HSBC Broking Forex does not distribute or offer to customers.
除本商業條款或其他有關任何產品的條款及細則所訂明者外，滙豐金融外匯並無任何義務就其並無向客戶分銷或提供的產品作出任何關於購買或銷售的服務或提供相關意見。
- 1.4 Transactions entered into with HSBC Broking Forex to buy or sell products.
與滙豐金融外匯進行的購買或銷售產品交易。
- 1.4.1 (a) If HSBC Broking Forex solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of the Agreement or any other document HSBC Broking Forex may ask the Customer to sign and no statement HSBC Broking Forex may ask the Customer to make derogates from this Clause;
假如滙豐金融外匯向客戶招攬銷售或建議任何金融產品，該金融產品必須是滙豐金融外匯經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。合約的其他條文或任何其他滙豐金融外匯可能要求客戶簽署的文件及滙豐金融外匯可能要求客戶作出的聲明概不會減損本條款的效力；
- (b) If HSBC Broking Forex solicits the sale of or recommends any product not being a Financial Product to the Customer, HSBC Broking Forex will also ensure that the product is reasonably suitable for the Customer based on HSBC Broking Forex's suitability assessment. In HSBC Broking Forex's assessment, HSBC Broking Forex will take into account the Customer's financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements;
如滙豐金融外匯向客戶招攬銷售或建議的任何產品並非金融產品，滙豐金融外匯亦將確保該產品是滙豐金融外匯基於其作出的適宜性評估而認為合理地適合客戶的。滙豐金融外匯作出該等評估時，如適用的監管要求需要，滙豐金融外匯會考慮客戶的財政狀況、投資經驗及／或投資目標；
- (c) If the Customer enters into a transaction with HSBC Broking Forex to buy and/or sell a product without or inconsistent with any solicitation or recommendation from HSBC Broking Forex, HSBC Broking Forex will not have any obligation or duty to assess whether or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to assess and to satisfy itself that the transaction is appropriate for the Customer. Any limitation of HSBC Broking Forex's obligation or duty in this Clause C, 1.4.1(c) is subject to compliance with all Applicable Laws; and

如客戶在沒有滙豐金融外匯的任何招攬或建議或與之不一致的情況下與滙豐金融外匯進行購買及／或出售產品的交易，滙豐金融外匯將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應全權負責評估及自行信納交易為適合自己。於本第 C1.4.1 (c) 條中所列明的滙豐金融外匯的義務或責任的限制將會受制於所有適用法律；及

- (d) Except in the case of negligence or wilful default, HSBC Broking Forex is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by the Customer or any other person with respect to or arising out of any transactions which fall under Clause C, 1.4.1(c).

除疏忽或故意失責的情況外，客戶或任何其他人士就有關或因第 C.1.4.1 (c) 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，滙豐金融外匯無須負責。

- 1.4.2 By entering into a transaction with HSBC Broking Forex to buy or sell a product, the Customer confirms that any information the Customer provides to HSBC Broking Forex (including the Customer's financial situation, investment experience and investment objectives) is up-to-date, true, complete and accurate. When HSBC Broking Forex assesses suitability, HSBC Broking Forex will rely on the Customer's confirmation.

透過與滙豐金融外匯進行購買或出售產品的交易，客戶確認由客戶向滙豐金融外匯提供的任何資料（包括客戶的財政狀況、投資經驗及投資目標）為最新、真實、完整及準確。當滙豐金融外匯評估合適性時，滙豐金融外匯將依賴客戶的確認。

- 1.4.3 Before the Customer enters into a transaction with HSBC Broking Forex to buy and/or sell a product, the Customer should:

客戶與滙豐金融外匯進行購買及／或出售產品的交易前，客戶應：

- (a) consider the Customer's own circumstances and understand the product features, terms and risks, and the Customer should contact HSBC Broking Forex if the Customer has any questions on the product;

考慮客戶自身的狀況及明白產品特點、條款和風險，如客戶對產品有任何問題，應聯絡滙豐金融外匯；

- (b) note that HSBC Broking Forex has no ongoing responsibility to ensure that a product HSBC Broking Forex has solicited the sale of or recommended to the Customer remains suitable for the Customer;

知悉滙豐金融外匯並無持續責任確保其向客戶招攬銷售或建議的產品仍然適合客戶；

- (c) note that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer; and

知悉如有關客戶、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合客戶；及

- (d) note that HSBC Broking Forex does not provide legal, tax or accounting advice on the Customer's investments, and the Customer should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about the Customer's investments where necessary.

知悉滙豐金融外匯並不會就客戶的投資提供法律、稅務或會計意見，因此，客戶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）。

- 1.4.4 This Clause C, 1.4 takes effect on 8 June 2017 ("**Effective Date**"), and applies to:

本第 C.1.4 條於 2017 年 6 月 8 日（「**生效日期**」）生效，並應用於：

- (a) any solicitation and/or recommendation of a product HSBC Broking Forex makes to the Customer on or after the Effective Date, provided that the Customer enters into a transaction with HSBC Broking Forex to buy and/or sell such product following HSBC Broking Forex's solicitation and/or recommendation; and

滙豐金融外匯於生效日期當日或之後向客戶作出的任何產品招攬及／或建議，條件為客戶跟隨滙豐金融外匯作出的招攬及／或建議，與滙豐金融外匯進行購買及／或出售該產品的交易；及

- (b) any transaction the Customer enters into with HSBC Broking Forex to buy and/or sell a product without or inconsistent with any solicitation or recommendation from HSBC Broking Forex on or after the Effective Date.

客戶在沒有滙豐金融外匯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滙豐金融外匯進行購買及／或出售產品的任何交易。

- 1.5 No Warranty as to Outcome. Subject to Clauses C, 1.1 and 1.4.1(a), no representation or warranty is given by HSBC Broking Forex (expressly or by implication) as to the value or result of any transaction entered into by the Customer.
不保證投資結果。以遵守條款第 C.1.1 及 1.4.1 (a) 條為前提，對於客戶進行的任何交易的價值或結果，滙豐金融外匯不會作出任何明示或暗示的聲明或保證。
- 1.6 Views and Market Information Provided by HSBC Broking Forex. The Customer acknowledges that any market or other information or views communicated to the Customer by HSBC Broking Forex, although based upon information generally available to the public and from sources believed by HSBC Broking Forex to be reliable, may be incomplete, may not be verified and may be changed without notice to the Customer. Subject to Clauses C, 1.1 and 1.4.1(a), (i) HSBC Broking Forex makes no representation, warranty or guarantee to the Customer with respect to the accuracy or correctness of such views and information, and (ii) the Customer acknowledges that in entering into any transaction, HSBC Broking Forex is not making any assurance as to the expected performance or result of any transaction.
滙豐金融外匯提供的意見及市場資訊。客戶確認，滙豐金融外匯向客戶提供的任何市場或其他資訊或意見雖然建基於公眾通常可獲得的資訊及來自滙豐金融外匯認為可靠的來源，但該等意見及資訊可能並不完整和未經查證，並可能在未有通知客戶的情況下改變。以遵守條款第 C.1.1 及 1.4.1 (a) 條為前提，(i) 對於該等意見及資訊是否準確或正確，滙豐金融外匯不向客戶作出聲明、保證或擔保，及(ii) 客戶確認，在進行任何交易時，滙豐金融外匯不向客戶作出任何交易的預期表現或結果的任何保證。
- 1.7 Customer's Own Judgement. Subject to Clauses C, 1.1 and 1.4.1(a), the Customer shall make his/its own judgement and decision with respect to any transaction. The Customer represents and warrants, on the date of the Customer Agreement and on each date the Customer enters into any transaction with or through HSBC Broking Forex, that the Customer understands the nature and consequences of each transaction and can and will evaluate for himself/itself the merits, risks and suitability of entering into each transaction, having regard to the Customer's own circumstances including but not limited to his/its financial situation, investment experience and investment objectives. The Customer understands and accepts that HSBC Broking Forex and/or its Affiliated Companies may have a position in and may purchase or sell the product which is the subject of information or views communicated to the Customer, and that the positions or transactions of HSBC Broking Forex or its Affiliated Companies may or may not be consistent with any information communicated to the Customer by HSBC Broking Forex.
客戶自行判斷。以遵守條款第 C.1.1 及 1.4.1 (a) 條為前提，對於任何交易，客戶須自行作出判斷及決定。客戶聲明並保證，在客戶合約簽訂日期及客戶與滙豐金融外匯或透過滙豐金融外匯進行任何交易的各日期，客戶均明白每項交易的性質及結果，並能夠及將會經考慮其自身情況（包括但不限於其財政狀況、投資經驗及投資目標）後而自行評估進行每項交易的益處、風險及適宜性。客戶明白並接受滙豐金融外匯及／或其聯營公司可能持有或買賣向客戶提供的資料或意見所述的產品，客戶亦明白滙豐金融外匯或其聯營公司的持倉或交易可能與滙豐金融外匯向客戶提供的任何資料不一致。

2. Commissions and Charges 佣金及費用

- 2.1 Customer's Obligation to Pay Commission and Charges on Transactions. Where applicable, the Customer shall pay to HSBC Broking Forex commissions and charges as prescribed by HSBC Broking Forex from time to time. The Customer shall reimburse HSBC Broking Forex on a full indemnity basis for any other charges arising from the execution of orders, handling of instruction, account maintenance and custodian services for the Customer, including but not limited to statutory fees, stamp duties and taxes, exchange fees, levies, remittance charges, interest charges, settlement fees and delivery charges. Such charges may vary depending upon the market(s) and the types of transactions involved. HSBC Broking Forex will provide the Customer with details of these charges upon request. HSBC Broking Forex may deduct such commission and other charges mentioned in this Clause C, 2.1 from the Customer's account(s) to pay any amounts due to HSBC Broking Forex under the Agreement.
客戶支付交易佣金及費用的義務。在適當的情況下，客戶須向滙豐金融外匯支付滙豐金融外匯不時訂明的佣金。客戶須以全數補償的方式償付滙豐金融外匯為客戶執行指令、處理指示、戶口服務及託管服務而產生的任何其他費用，包括但不限於法定收費、印花稅及稅項、交易費用、徵費、滙款費、利息、結算費及交收費。該等收費可能因涉及的市場及交易種類而不同。客戶可要求滙豐金融外匯提供該些收費的詳細資料。滙豐金融外匯可從客戶的一個或多個帳戶扣除本條款第 C.2.1 條所述的該等佣金及其他收費，以支付本合約項下應付滙豐金融外匯的任何款項。

3. Rebates and Soft Dollars 回扣及非資金利益

- 3.1 HSBC Broking Forex's Right to Retain and Offer Rebates and Soft Dollars. Subject to Applicable Law, HSBC Broking Forex shall, at its discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person or agent for the Customer, including any commission, cash, rebates, goods and services in the form of soft dollars received in connection therewith. Subject to Applicable Law, HSBC Broking Forex shall be entitled to offer any benefit in connection with any transaction effected with any person or agent for the Customer pursuant to the Agreement, including any benefit relating to commission, cash rebates, goods and services in the form of soft dollars in connection therewith. The Customer consents to the offer and/or retention of such benefits by HSBC Broking Forex.

滙豐金融外匯保留及提供回扣及非資金利益的權利。受適用法律約束，滙豐金融外匯將有權酌情為客戶要求、接受及保留與任何交易生效有關之任何人士或代理人之任何利益，包括接收任何與之有關的佣金、現金、回扣、貨品及以非資金利益形式給予的服務。受適用法律約束，滙豐金融外匯將有權根據本合約為客戶向與任何交易生效有關之任何人士或代理人提供任何利益，包括與之有關的佣金、現金回扣、貨品及以非資金利益形式給予的服務。客戶同意由滙豐金融外匯提供及／或保留有關利益。

4. Default and Deficit 違約及虧損額

- 4.1 Events of Default. All sums owed by the Customer to HSBC Broking Forex shall become immediately due and payable upon occurrence of any one (1) of the following events ("Events of Default") and interest on amounts outstanding shall accrue in accordance with the rate set out in Clause C, 4.6:

違約情況。在發生下列任何一（1）項情況（下稱「違約情況」）時，客戶虧欠滙豐金融外匯的所有款項均變為即時到期償付，而所欠款項的利息應按第 C.4.6 條所載的利率計算：

- (a) HSBC Broking Forex deems it necessary to have all sums become immediately due and payable for its protection or for compliance with any Applicable Law or rules and regulations of any relevant exchange, clearing house or broker;

滙豐金融外匯為保障其權益或為遵守任何適用法律或任何交易所、結算所或經紀商的規則和規例而認為有需要使所有款額變成即時到期償付；

- (b) in the case of a corporate customer, the Customer or any guarantor of the Customer's obligations hereunder shall become bankrupt or insolvent by reason of its inability to pay its debts as they fall due, or shall enter into liquidation whether voluntarily or compulsorily, or shall have appointed a receiver for all or any part of its assets, or suffer the filing of a petition for its winding-up or similar action in consequence of a debt or in the case where the Customer is an individual, joint tenants (subject to Clause C, 16) or tenants in common (subject to Clause C, 17), if it or any guarantor of the Customer's obligations hereunder otherwise becomes (voluntarily or involuntarily) the subject of any equivalent procedures under any relevant bankruptcy, liquidation, reorganization or similar law;

如屬公司客戶，客戶或客戶履行本合約訂明的義務的任何保證人因其無力於到期日支付其債務而破產或無力償債、或自願或被迫清盤、或須為其全部或部分資產委任接收人、或因債務而經受提交清盤呈請或類似行動；如屬個人客戶、聯權共有人（受第 C.16 條規限）或分權共有人（受第 C.17 條規限），且客戶或客戶履行本合約訂明的義務的任何保證人自願或被迫成為任何相關破產、清盤、重組或相近事項法律規定的任何同等程序的標的；

- (c) in the opinion of HSBC Broking Forex, the Customer has breached a material term of the Agreement;

滙豐金融外匯認為客戶違反本合約中的重要條款；

- (d) the Customer or any guarantor of the Customer fails to pay the Margin Deposit pursuant to Clause B, 2 or defaults in any obligations hereunder to HSBC Broking Forex or its Affiliated Company;

客戶或客戶的保證人未能按照第 B.2 條支付孖展按金，或未能向滙豐金融外匯或其聯營公司履行本合約訂明的任何義務；

- (e) a warrant or order of attachment or distress or an equivalent order is issued against the Customer's accounts with HSBC Broking Forex or its Affiliated Company, or a judgement is levied, enforced or executed against any such account;

收到針對客戶在滙豐金融外匯或其聯營公司開設的戶口發出的任何查封或扣押令狀或命令或相等的命令，或針對任何此類戶口的查押、強制實施或執行的判決；

- (f) a judicial declaration of incompetence is made in respect of the Customer;
司法當局宣佈客戶為不勝任者；
- (g) in case of an individual, the mental incapacity/death of the Customer or of the guarantor; or
如屬個人，當客戶或保證人心智上無行為能力／死亡；或
- (h) the deed of guarantee made between the guarantor named therein and HSBC Broking Forex in relation to the Customer's account(s) is terminated, otherwise ceases to have effect, or the guarantee provided thereunder ceases to be a continuing guarantee.
在保證書契約列明的保證人與滙豐金融外匯就客戶戶口簽署的保證契約終止或停止生效，或根據保證書契約提供的保證不再為持續進行的保證。

Once any of the Events of Default has occurred, further performance by HSBC Broking Forex of any of its obligations to the Customer under the Agreement shall be conditional upon the Customer having discharged its existing obligations to HSBC Broking Forex under the Agreement, and HSBC Broking Forex shall be entitled at its absolute discretion, without further notice or demand, to forthwith:

一旦發生任何一項違約情況，滙豐金融外匯進一步履行其根據本合約應向客戶履行的任何義務，須以客戶已經履行其根據本合約應向滙豐金融外匯履行的義務為條件，而滙豐金融外匯毋須進一步知會或通知客戶，即有權自行酌情：

- (a) cancel or withdraw any order which may have been placed by the Customer with HSBC Broking Forex for the purchase or sale of LFE Contracts and decline to accept further instructions from the Customer;
取消或撤回客戶已向滙豐金融外匯發出的任何買賣槓桿式外匯合約的指令，並拒絕接受客戶發出的進一步指示；
- (b) liquidate all or any open positions of LFE Contracts in the Customer's account;
將客戶戶口內的全部或任何未平倉槓桿式外匯合約平倉；
- (c) satisfy the debt or obligations owed by the Customer to HSBC Broking Forex (either directly or by way of guarantee or other security) by selling, realising or otherwise dealing with in such manner as HSBC Broking Forex in its discretion may determine, all or part of any property held by HSBC Broking Forex for any purpose in any account of the Customer, and to apply the proceeds in satisfaction of all or part of any liability of the Customer to HSBC Broking Forex;
出售、變現或以滙豐金融外匯可絕對酌情決定的其他方式處理滙豐金融外匯為任何目的而在客戶的戶口中持有的全部或任何部分財產，用以履行客戶（不論是直接或以保證形式或其他擔保形式）虧欠滙豐金融外匯的債務或義務，以及將收益用於償還客戶虧欠滙豐金融外匯的全部或部分債務；
- (d) set-off cash balances in Customer's account(s) maintained in different currencies against any monies owed by the Customer to HSBC Broking Forex in a certain currency in order to satisfy the Customer's obligation by payment in another currency;
以客戶的不同貨幣戶口的現金結餘抵銷客戶欠負滙豐金融外匯以某種貨幣計值的任何款額，以履行客戶以另一種貨幣付款的義務；
- (e) set-off, combine or consolidate any of the Customer's accounts maintained with HSBC Broking Forex or its Affiliated Company, or any obligation of HSBC Broking Forex to the Customer under the Agreement against any obligation of the Customer to HSBC Broking Forex under the Agreement; and
將客戶在滙豐金融外匯或其聯營公司維持的任何戶口或滙豐金融外匯根據本合約對客戶負有的任何義務抵銷、合併或綜合，以清償客戶根據本合約對滙豐金融外匯負有的任何義務；及
- (f) collect any amount due to HSBC Broking Forex and accelerate the maturity of any or all of the Customer's outstanding liabilities under the Agreement.
收取滙豐金融外匯應得的任何款額，並縮短客戶於本合約下的任何或全部欠債債務的期限。

- 4.2 Application of Proceeds. HSBC Broking Forex may at its discretion apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on HSBC Broking Forex by this provision) actually received by HSBC Broking Forex pursuant to the exercise of powers under Clause C, 4.1 in satisfaction of the Customer's then outstanding obligation to HSBC Broking Forex in such order or manner as HSBC Broking Forex deems appropriate.

收益運用。滙豐金融外匯可自行酌情根據第 C.4.1 條行使其權力，將實際收到的淨收益（在扣除與滙豐金融外匯因履行本條款賦予的各項權力而引致的所有費用、成本及開支後）按照滙豐金融外匯認為適宜的次序或方式用於履行客戶當時仍然對滙豐金融外匯負有的各項義務。

- 4.3 Customer's Waiver of Claims and Demands. HSBC Broking Forex shall have absolute discretion in all matters relating to the exercise of its rights under Clause C, 4.1. The Customer hereby waives all claims and demands (if any) against HSBC Broking Forex in respect of any loss, involuntary or otherwise, directly arising from the exercise by HSBC Broking Forex of the powers conferred by the Agreement, howsoever such loss may have been caused (other than through the wilful misfeasance or negligence of HSBC Broking Forex, or the reckless disregard of the obligations of HSBC Broking Forex under this provision), whether in relation to the timing or manner of the exercise of such powers or otherwise.

客戶放棄索賠或要求權。滙豐金融外匯有權自行酌情決定所有有關行使其根據第 C.4.1 條可行使權利的事宜。客戶茲放棄因滙豐金融外匯行使本合約賦予的各項權力所直接引起的任何損失（無論是否自願）而對滙豐金融外匯可行使的所有索賠及要求權（如有），無論上述損失是如何引起（除非是滙豐金融外匯蓄意行為不當或疏忽或完全忽視滙豐金融外匯根據本條款應負的各項義務），亦不論是否與行使有關權力的時間或方式或其他原因有關。

- 4.4 Termination of Agreement. Upon the occurrence of any of the events set out in Clause C, 4.1, the Agreement may be terminated by HSBC Broking Forex forthwith without notice to the Customer. Any such termination shall be without prejudice to the accrued rights and obligations of HSBC Broking Forex and the Customer contained in the Agreement which shall remain in full force and effect and shall be enforceable notwithstanding such termination.

終止合約。如發生第 C.4.1 條所載的任何事項，滙豐金融外匯可立即終止本合約而毋須通知客戶。任何此類終止均不會損害本合約所載滙豐金融外匯及客戶應有的權利及義務，而即使已終止本合約，該等權利及義務仍具全面效力和全面生效，並可予執行。

- 4.5 Obligation of the Customer. The Customer shall be liable for any Deficit that may exist after HSBC Broking Forex has exercised its rights under Clause C, 4.1, and any cost or expense (including legal costs) incurred by HSBC Broking Forex, on a full indemnity basis, related to such exercise.

客戶的義務。至於滙豐金融外匯行使第 C.4.1 條的權利後可能存在的任何虧損額，以及滙豐金融外匯因行使該等權利而招致的任何成本或開支（包括法律費用），客戶須以全數補償的方式承擔責任。

- 4.6 Interest on Customer's Obligation. All sums owed (including interest arising after a judgement debt is obtained against the Customer) by the Customer to HSBC Broking Forex under the Agreement including, but not limited to, HSBC Broking Forex's costs and expenses of collection (including legal costs), shall bear interest payable by the Customer on demand at a rate and on such other terms to be determined by HSBC Broking Forex conclusively from time to time and disclosed in the account statement.

客戶義務的利息。至於客戶根據本合約應付給滙豐金融外匯的所有款項（包括客戶被判定債項後產生的利息），包括但不限於滙豐金融外匯收賬的成本及開支（包括法律費用），均須按照滙豐金融外匯不時最終決定的利率及其他條款計算利息，並顯示於戶口結單中，客戶須按要求支付有關利息。

5. Arrangements for Customer's Money and other Assets

客戶資金及其他資產的安排

- 5.1 Customer's Money Treated In Accordance with the Securities and Futures (Client Money) Rules (the "Client Money Rules"). HSBC Broking Forex will deal with Customer's money in accordance with the Client Money Rules. Accordingly, unless otherwise provided in the Agreement or in the Client Money Rules, all money for the Customer's account will be held as client money (as defined in, and in accordance with, the Client Money Rules) on behalf of the Customer and at the risk of the Customer.

按照《證券及期貨（客戶款項）規則》（「客戶款項規則」）處理的客戶資金。滙豐金融外匯會按照客戶款項規則處理客戶的資金。因此，除非在本合約或在客戶款項規則另有訂明，客戶戶口的所有資金將由滙豐金融外匯代表客戶，以客戶資金（定義見客戶款項規則，並按照該等規則）持有，風險由客戶自行承擔。

- 5.2 Customer's Money Held Outside of Hong Kong. With respect to Customer's money received by HSBC Broking Forex outside of Hong Kong and denominated in currencies other than Hong Kong dollar, HSBC Broking Forex may hold such Customer's money in a segregated bank account outside of Hong Kong. 在香港以外地區持有的客戶資金。有關由滙豐金融外匯在香港以外地區接收的客戶資金，並以港元以外的貨幣為單位，滙豐金融外匯可能在香港以外地區，以獨立銀行戶口持有有關客戶的資金。

- 5.3 Risk Associated with Customer's Money Held Outside of Hong Kong. Where Customer's money is held at a segregated bank account maintained by HSBC Broking Forex outside of Hong Kong, (i) the Client Money Rules do not apply and (ii) the legal and regulatory regime applying to the bank with which the Customer's money is held will be different from that of Hong Kong and, in the event of a default of the relevant bank, Customer's money may be treated differently from the position which would apply if the Customer's money was held by a licensed bank in Hong Kong. The Customer has read and understood the risk disclosure statement with regards to Customer's assets held outside of Hong Kong as set out in Schedule 1, Section (B) and has accepted the risks disclosed therein.
有關在香港以外地區持有客戶資金的風險。當滙豐金融外匯在香港以外地區設立獨立銀行戶口存放客戶資金時，(i) 客戶款項規則並不適用，及(ii) 適用於存放客戶資金的銀行之法律及監管制度將有別於香港的制度。如有關銀行出現違約事件，客戶的資金可能會以不同於存放在香港持牌銀行的方式處理。客戶已詳閱及明白載於附表 Schedule 1 的(B)部分有關在香港以外地區存放客戶資產之風險披露聲明書，並已接受其中披露之風險。
- 5.4 Interest on Customer's Monies. Interest credited to the Customer by HSBC Broking Forex is calculated at the higher of the savings rate and the call rate quoted by the banks which are members of the HSBC Group (as defined in Clause C, 19) currently operating in Hong Kong ("HSBC Group in Hong Kong"). Monies held by HSBC Broking Forex on behalf of the Customer are held in a segregated bank account. Interest received by HSBC Broking Forex in its management of segregated Customer's monies may be at a higher rate than the interest rate offered by the HSBC Group in Hong Kong. The Customer hereby agrees that HSBC Broking Forex may retain for its own account any interest received in respect of segregated customer funds which is in excess of that paid by HSBC Broking Forex to the Customer.
客戶資金的利息。利率按目前在香港經營的滙豐集團（定義見第 C.19 條）屬下銀行（下稱「香港的滙豐集團」）所報的儲蓄利率及短期通知款項利率的較高利率計算，並由滙豐金融外匯記入予客戶。由滙豐金融外匯代表客戶持有的資金均存放在獨立的銀行戶口中。滙豐金融外匯在管理獨立的客戶資金時獲得的利息的利率可能高於香港的滙豐集團提供的利率。客戶茲同意滙豐金融外匯可為其本身戶口保留其就獨立的客戶資金獲得的利息扣除滙豐金融外匯支付給客戶的利息後之差額。
- 5.5 All monies, securities and other property received by HSBC Broking Forex from the Customer or from any other person (including a clearing house) for the account of the Customer shall be held by HSBC Broking Forex as trustee and segregated from HSBC Broking Forex's own assets. These assets so held by HSBC Broking Forex shall not form part of the assets of the HSBC Broking Forex for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of HSBC Broking Forex's business or assets.
所有由滙豐金融外匯為客戶戶口從客戶或任何其他人士（包括結算所）收到的資金、證券及其他財產，將由滙豐金融外匯作為信託人持有，並且和滙豐金融外匯本身的資產分開存放。該等由滙豐金融外匯持有的資產，在滙豐金融外匯破產或清盤時並不構成其資產的一部分，當就滙豐金融外匯的所有或任何部分業務或資產委任臨時清盤人、清盤人或類似的人員後，會將有關資產立即歸還予客戶。
- 5.6 Right to Impose Negative Interest. Where a negative interest rate applies to any currency, HSBC Broking Forex shall have the right to impose negative interest on credit balances on any account that are denominated in such currency. Where such interest becomes payable by the Customer to HSBC Broking Forex, HSBC Broking Forex is entitled to debit any of the accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, the Customer is liable to repay the outstanding amount to HSBC Broking Forex on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as HSBC Broking Forex may set.
徵收負利率的權利。如負利率適用於任何貨幣，滙豐金融外匯有權就列於任何以該種貨幣計值的戶口的貸記結餘徵收負利率。如客戶應向滙豐金融外匯支付該等利息，滙豐金融外匯有權自任何戶口扣款，以結清有關的負利率，而不論有關戶口是否有足夠的資金、透支或其他融資額度。如任何扣款導致有關戶口出現透支，客戶有責任按要求向滙豐金融外匯償還結欠金額（連同任何費用、開支及因結欠金額而招致並根據滙豐金融外匯釐定的利率計算的利息）。
- (a) Negative interest (if any) on an account accrues:
有關戶口的負利率（如有）的計算方式如下：
- (i) on a daily basis;
每日計算；
- (ii) on the credit balance in the account; and
按戶口的貸記結餘計算；及

- (iii) at the interest rate specified by HSBC Broking Forex at its discretion.
按滙豐金融外匯酌情決定列明的利率計算。
- (b) Interest rates applicable from time to time will be displayed at HSBC Broking Forex's premises or published on HSBC Broking Forex's website. Negative interest (if any) is payable by the Customer to HSBC Broking Forex and will become a debit entry to the account at the end of each calendar month (or at such other interval as HSBC Broking Forex may set from time to time);
不時適用的利率將會在滙豐金融外匯的處所展示或在滙豐金融外匯的網頁登載。負利率（如有）將由客戶向滙豐金融外匯支付，並會成為戶口在每個曆月結束時（或滙豐金融外匯可不時設定的其他相隔時段）的借記進項；
- (c) Where an account is closed during an interest period whether by the Customer or by HSBC Broking Forex for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure; and
如客戶或滙豐金融外匯於計息期間以任何理由終止戶口，負利率（如有）只計算至戶口終止當日前最後一個曆日；及
- (d) HSBC Broking Forex shall have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the account falls below the minimum set by HSBC Broking Forex. 滙豐金融外匯有權不時設定或更改開始計算負利率的最低貸記結餘金額，而毋須給予通知。如戶口中的貸記結餘低於滙豐金融外匯設定的最低金額，則不會開始計算負利息。

6. Currency Conversion 貨幣轉換

- 6.1 Currency Conversion. In the event that the Customer instructs HSBC Broking Forex to convert currency to off-set Deficit, meet settlement obligations or Margin Deposit, HSBC Broking Forex shall apply the rate of exchange based on the then-prevailing market rate of exchange between the two (2) currencies.
貨幣轉換。如客戶指示滙豐金融外匯轉換貨幣以抵銷虧損額、履行結算義務或作孖展按金，兌換率將由滙豐金融外匯根據當時市場所用的該兩（2）種貨幣之間的兌換率決定。

7. Right of Set-Off and Lien and Consolidation of Accounts 抵銷權、留置權及綜合戶口

- 7.1 Combine and Consolidate Accounts. Where the Customer has one (1) or more accounts held at HSBC Broking Forex and/or its Affiliated Companies, HSBC Broking Forex shall have the right (but in relation to the Customer's money, only so far as consistent with Applicable Law) at any time without notice to set-off, combine and/or consolidate all or any accounts maintained with HSBC Broking Forex and its Affiliated Companies in such manner as determined by HSBC Broking Forex for the purposes of Clauses C, 7.2 and C, 7.3.
合併及綜合戶口。如客戶在滙豐金融外匯及／或其聯營公司持有一（1）個或多個戶口，滙豐金融外匯有權因應第 C.7.2 條及第 C.7.3 條（惟就客戶資金而言，在符合適用法律的範圍內），隨時以其決定的方式抵銷，合併及／或綜合客戶在滙豐金融外匯及其聯營公司保持的全部或任何戶口，而毋須給予通知。
- 7.2 HSBC Broking Forex's Right of Set-off. HSBC Broking Forex is hereby authorised by the Customer to set-off, transfer or apply (insofar as consistent with Applicable Law) at any time and without notice to the Customer, monies or any other property in any of the Customer's account(s) at HSBC Broking Forex and its Affiliated Companies, in satisfaction of the obligations and liabilities of the Customer owed to HSBC Broking Forex and such obligations and liabilities may be actual or contingent, primary or collateral, secured or unsecured, joint or several. In the event that the Customer incurs a Deficit denominated in a particular currency, HSBC Broking Forex shall have the right to set-off any time and without notice to the Customer, the Deficit against the Customer's deposit in the equivalent amount denominated in other currencies in satisfaction of the Customer's Deficit. When such set-off or transfer requires the conversion of one (1) currency to another, such conversion shall be at a rate of exchange determined conclusively by HSBC Broking Forex on the basis of the then-prevailing market rates of exchange between the two (2) currencies.
滙豐金融外匯的抵銷權。客戶茲授權滙豐金融外匯可在毋須通知客戶的情況下，隨時將客戶在滙豐金融外匯或其聯營公司開立的任何戶口中的資金或其他財產抵銷、移轉或運用（在符合適用法律的範圍內），以履行客戶欠負滙豐金融外匯的各項義務或責任，而此類義務或責任可屬實際或或有、第一或從屬、有擔保或無擔保、共同或個別的義務或責任。如客戶招致以某種貨幣計值的虧損額，滙豐金融外匯有權在毋須通知客戶的情況下，隨時以客戶以其他貨幣計值的等值存款抵銷該虧損額，以清償客戶該筆虧損額。如此類抵銷或移轉須將一（1）

種貨幣兌換為另一種貨幣，兌換率須由滙豐金融外匯根據當時市場所用的該兩（2）種貨幣之間的兌換率作最終決定。

- 7.3 General Lien. Until any amount owed to HSBC Broking Forex or any Affiliated Company has been paid in full, HSBC Broking Forex shall hold as security and subject to a general lien in HSBC Broking Forex's favour all money, securities and other property of the Customer held from time to time by HSBC Broking Forex or any Affiliated Company, whether held for safe-keeping or otherwise.

全面置留權。直至應償還給滙豐金融外匯或任何聯營公司的任何款項已經足額支付時為止，無論是為保管或其他原因而由滙豐金融外匯任何聯營公司不時持有的客戶的所有資金、證券及其他財產，均須由滙豐金融外匯持有作為抵押品，並受一項以滙豐金融外匯為受益人的全面置留權所規限。

8. Standing Authority to Deal with Customer's Money 處理客戶資金的常設授權

- 8.1 Standing Authority with regard to Customer's Money. Where the Customer maintains one (1) or more accounts with HSBC Broking Forex or its Affiliated Companies, HSBC Broking Forex is hereby authorised by the Customer to transfer money from any of the Customer's account(s) with HSBC Broking Forex to any of the Customer's account(s) with the relevant Affiliated Company for purpose of trading or fulfilling the Customer's settlement or margin obligations in respect of dealing activities carried out by the Affiliated Company on behalf of the Customer, subject always to the Client Money Rules and Applicable Law.

關於客戶資金的常設授權。如客戶在滙豐金融外匯或其聯營公司開設一（1）個或多個戶口，客戶即授權滙豐金融外匯可在符合客戶款項規則及適用法律的範圍內，因應與聯營公司代表客戶進行的買賣活動有關的交易或履行客戶的結算或孖展義務，將資金自客戶在滙豐金融外匯開設的任何戶口轉移資金到客戶在相關聯營公司開設的任何戶口。

- 8.2 Standing Authority to Pay Customer's Money to Third Party. Where the Customer wishes to transfer or pay Customer's money to a bank account bearing a name different from the name of the Customer's account(s) at HSBC Broking Forex, the Customer shall give HSBC Broking Forex a separate standing authority in writing to that effect which will be subject to the acceptance of HSBC Broking Forex.

關於將客戶資金付予第三方的常設授權。如客戶擬將客戶資金轉移或支付予戶名與客戶在滙豐金融外匯的戶口所示名稱不同的銀行戶口，客戶須另行以書面方式向滙豐金融外匯作出相關的常設授權，惟仍須待滙豐金融外匯接納該指示後方可作實。

- 8.3 Validity of Standing Authority. Any standing authority given by the Customer pursuant to Clauses C, 8.1 and C, 8.2 shall be valid for a period of twelve (12) months from the date of the standing authority unless such standing authority is revoked earlier. The Customer shall have the right to revoke any or all such standing authority at any time by the Customer giving two (2) Business Days' notice in writing in accordance with Clause C, 12.

常設授權的有效期。客戶根據第 C.8.1 及 C.8.2 條作出的任何常設授權的有效期由作出常設授權當日起計十二（12）個月，惟倘常設授權被提早撤回則作別論。根據第 C.12 條，客戶有權隨時發出兩（2）個營業日的書面通知以撤回任何或全部該等常設授權。

- 8.4 Renewal of Standing Authority. HSBC Broking Forex shall send to the Customer a notice of renewal at least fourteen (14) days prior to the expiration of each of the standing authorities given under Clauses C, 8.1 and C, 8.2 where applicable or at the end of each calendar year, whichever is earlier. Unless the Customer objects to such renewal by giving written notice in the manner set out in the notice of renewal, the standing authority is deemed to have been renewed for another twelve (12) months from the date as specified in the notice of renewal.

延續常設授權。滙豐金融外匯須於根據第 C.8.1 及 C.8.2 條（如屬適用）作出的每項常設授權屆滿前最少十四（14）日或每個曆年結束時（以較早者為準）向客戶發出延續通知。除非客戶按延續通知所載方式發出書面通知以反對延續常設授權，否則常設授權將視作由延續通知列明的日期起延續十二（12）個月。

9. Orders and Instructions 指令及指示

- 9.1 Instructions. HSBC Broking Forex shall be entitled to rely on instructions, directions, notices or other communications, which HSBC Broking Forex reasonably believes in good faith, are issued by (a) the Customer, (b) an authorised person acting on behalf of the Customer or (c) any Connected Person (only in relation to information about that Connected Person), and the Customer hereby (jointly and severally if there are two (2) or more Customers to the Agreement) agrees to indemnify HSBC Broking Forex and to hold HSBC Broking Forex harmless from and against any losses, costs, liabilities, damages and expenses (including but without limitation legal costs) suffered or incurred by HSBC Broking Forex in

reliance thereon. Instructions shall only be effective upon actual receipt by HSBC Broking Forex. In this Clause C, 9.1, "Connected Person" has the meaning given to such term in Clause C, 19.1.

指示。滙豐金融外匯有權依賴其忠誠相信乃由(a)客戶(b)代表客戶的獲授權人士或(c)任何關連人士（僅限於有關該關連人士的資料）發出的指示、指引、通知或其他通訊，而客戶（倘本合約有兩（2）名或以上客戶，則共同及個別地）茲同意，就滙豐金融外匯因依賴上述指示、指引、通知或其他通訊而蒙受或引致的任何損失、成本、負債、損害及開支（包括但不限於法律費用），向滙豐金融外匯作出彌償並使滙豐金融外匯免受損害。指示僅會於滙豐金融外匯實際收到該指示時生效。在本第 C.9.1 條，「關連人士」具有本第 C.19.1 條賦予該詞語的涵義。

- 9.2 HSBC Broking Forex's Right to Decline Orders and Instructions. HSBC Broking Forex shall have the right to decline any orders and/or instructions from the Customer. Without prejudice to the foregoing, HSBC Broking Forex shall be under no obligation to act on the Customer's instruction if there are insufficient funds in the relevant Customer's account or where HSBC Broking Forex believes that such instructions might conflict with its internal policies or with Applicable Law. In the event that HSBC Broking Forex in its discretion declines to accept instructions of the Customer, the Customer shall be notified accordingly. HSBC Broking Forex shall not be liable for any loss, loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Customer howsoever arising out of or in connection with HSBC Broking Forex declining to act on the Customer's instructions or failing to notify the Customer as aforesaid.

滙豐金融外匯拒絕執行指令及指示的權利。滙豐金融外匯有權拒絕執行客戶發出的任何指令及／或指示。在不損害前述條文的原則下，如客戶的相關戶口沒有足夠資金或滙豐金融外匯認為該等指示可能會抵觸其內部政策或適用法律，滙豐金融外匯無義務執行該客戶的指示。如滙豐金融外匯自行酌情拒絕接受客戶的指示，須據此告知客戶。因滙豐金融外匯拒絕執行客戶的指示或沒有如前述通知客戶而引致客戶蒙受或招致的任何虧損、盈利損失或收益損失、損害、負債、成本或開支（無論以任何形式產生），滙豐金融外匯均毋須承擔責任。

- 9.3 Execution of Payment Instruction. HSBC Broking Forex and its Affiliated Companies are obliged to comply with Applicable Law and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering or financing of, among other things, named terrorists and sanctioned persons. Such obligation may require HSBC Broking Forex to, among other things, intercept and investigate any payment instructions, messages and other information or communications sent to or by the Customer or on the Customer's behalf via HSBC Broking Forex's systems and this process may involve the making of further enquiries by HSBC Broking Forex with the Customer. The Customer hereby authorises HSBC Broking Forex to do all such acts as HSBC Broking Forex may in its absolute discretion deem to be necessary or appropriate for complying with such Applicable Law and requests.

付款指示的執行。滙豐金融外匯及其聯營公司有義務遵從適用法律及不同司法管轄權的公眾及監管機構有關防止洗黑錢或提供資金給（其中包括）具名恐怖份子及受制裁人士的要求。為履行此類義務，滙豐金融外匯尤其須截取及調查客戶或代表客戶經由滙豐金融外匯的系統接收或發出的任何付款指示、訊息及其他資訊或通訊，此過程可能牽涉到滙豐金融外匯進一步向客戶進行查詢。客戶茲授權滙豐金融外匯自行酌情進行其認為遵從適用法律和要求所必須或恰當的所有行動。

HSBC Broking Forex and its Affiliated Companies will not be liable for any loss (whether direct or consequential and including without limitation loss of profit or interest), costs or damage suffered by any Party arising out of any delay or failure by HSBC Broking Forex or its Affiliated Companies in performing any of its obligations under the Agreement in whole or in part by any steps taken pursuant to this Clause. 對於滙豐金融外匯及其聯營公司因根據本條採取任何步驟而延遲或未能執行本合約項訂明的任何全部或部份義務而引致任何一方蒙受任何損失。（無論直接或相應而生的損失，包括但不限於利潤或利息的損失）、成本或損害，滙豐金融外匯及其聯營公司均毋須承擔責任。

- 9.4 Form of Instructions. Subject to HSBC Broking Forex's internal policies from time to time and unless otherwise agreed, HSBC Broking Forex will only accept instructions or notices under the Agreement from the Customer or Authorised Trader in the manner described in Clause C, 12 except that trading instructions may be made by telephone or in writing and the Customer or Authorised Trader must quote the Customer's account number, account name and any other information to the extent required by HSBC Broking Forex for authentication purposes unless explicitly waived in writing by HSBC Broking Forex.

指示的方式。在滙豐金融外匯不時的內部政策的規限下，除非另行議定，滙豐金融外匯只會接納客戶或授權交易人按第 C.12 條所述方式根據本合約發出的指示或通知；然而，買賣指示可以電話或書面方式作出，而客戶或授權交易人須引述客戶的戶口號碼、戶名和滙豐金融外匯為作核證所需的任何其他資料，惟滙豐金融外匯以書面方式明確豁免則作別論。

Notwithstanding Clause C, 12, the Customer's or Authorised Trader's instructions under this Clause C, 9.4 shall only be effective upon actual receipt by HSBC Broking Forex.

縱有第 C.12 條的規定，客戶或授權交易人根據本條（第 C.9.4 條）發出的指示於滙豐金融外匯實際收到後方告生效。

- 9.5 Instructions Via Fax. The Customer may authorise HSBC Broking Forex to accept from time to time instructions or other documents purporting to come from the Customer in the form of facsimile not bearing an original signature ("faxed instructions"). In consideration of HSBC Broking Forex or any Relevant Affiliate (as applicable) agreeing to accept from the Customer, notwithstanding the terms of the relevant mandate with HSBC Broking Forex, faxed instructions in relation to the Customer's account(s) with HSBC Broking Forex or any Relevant Affiliate (as applicable) without requiring written confirmation in respect of any faxed instruction prior to acting thereon, the Customer confirms that:

圖文傳真指示。客戶可授權滙豐金融外匯不時接受聲稱由客戶以圖文傳真形式發出而無客戶簽署原跡的指示或其他文件（下稱「傳真指示」）。鑒於滙豐金融外匯或任何相關聯繫人（如適用）同意接受客戶就其在滙豐金融外匯或任何相關聯繫人（如適用）開設的戶口發出的傳真指示，並且在行事之前無須書面確認的任何圖文傳真指示或其他文件，儘管給予滙豐金融外匯的有關授權書條款另有不同規定，客戶確認：

- (a) the Customer is aware of the possible risks involved in or connected with the giving of any faxed instruction and has taken note of, and acknowledges his/its understanding and agreement to Schedule 1, Section (C) which has been, in the case of a corporate Customer, given due consideration at the meeting of the Board of Directors of the Customer;

客戶知悉發出任何傳真指示所牽涉或與之有關的各項潛在風險，並且已經注意到及承認其理解並同意附表 Schedule 1 第(C)條。就該條的內容，公司客戶已在客戶的董事會會議中作出適當考量；

- (b) HSBC Broking Forex or any Relevant Affiliate (as applicable) is hereby irrevocably and unconditionally authorised to act on or rely upon any faxed instruction which HSBC Broking Forex or any Relevant Affiliate (as applicable) in its sole discretion believes to emanate from the Customer or otherwise appear to comply with the terms of the mandate for the Customer's account(s), and neither HSBC Broking Forex nor any Relevant Affiliate (as applicable) shall be liable for acting in good faith on faxed instructions which emanate from unauthorised individuals or in any circumstances whatsoever;

滙豐金融外匯或任何相關聯繫人（如適用）在此獲不可撤銷及無條件地授權可依照或依賴滙豐金融外匯或任何相關聯繫人（如適用）自行酌情確定相信是由客戶發出或看來符合客戶戶口授權書的條款任何傳真指示行事，滙豐金融外匯或任何相關聯繫人（如適用）若按照未經授權人士或在任何其他情況下發出的傳真指示真誠行事，其無須承擔責任；

- (c) in particular neither HSBC Broking Forex nor any Relevant Affiliate (as applicable) shall be under any duty to verify the identity of the person or persons giving any faxed instruction purportedly made on the Customer's behalf or the authenticity of any signature on any faxed instruction;

特別是，滙豐金融外匯或任何相關聯繫人（如適用）均無任何責任核實指稱代表客戶發出任何傳真指示的一名或多名人士的身份，亦無責任核實任何傳真指示上的任何簽署的真偽；

- (d) any transaction made (including without limitation any order to buy or sell securities, futures contracts, leveraged foreign exchange contracts, bullion or other financial instruments) or service effected or confirmation given (including without limitation any placement or sub-underwriting letter) pursuant to any faxed instruction shall be binding upon the Customer whether made with or without the Customer's authority, knowledge or consent;

根據任何傳真指示作出的任何交易（包括，但不限於，任何買賣證券、期貨合約、槓桿式外匯買賣合約、黃金或其它金融工具的指令）、或提供任何服務、或發出確認（包括，但不限於，任何配售或分包銷書），均對客戶有約束力，無論客戶是否授權、是否知道或同意作出；

- (e) the Customer undertakes to keep HSBC Broking Forex or any Relevant Affiliate (as applicable) indemnified at all times against, and to save HSBC Broking Forex or any Relevant Affiliate (as applicable) harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against HSBC Broking Forex or any Relevant Affiliate (as applicable) or suffered or incurred by HSBC Broking Forex or any Relevant Affiliate (as applicable) and which shall have arisen either directly or indirectly out of or in connection with HSBC Broking Forex or any Relevant Affiliate (as applicable) accepting faxed instructions believed to emanate from the Customer and acting thereon, whether or not the same are confirmed in writing by the Customer;

客戶承諾，對於滙豐金融外匯或任何相關聯繫人（如適用）接受客戶的傳真指示並據之行事（無論該指示是否經由客戶以書面確認）而直接或間接地產生或與之有關而可能針對滙豐金融外匯或任何相關聯繫人（如適用）或使其蒙受或招致的所有訴訟、程序、索賠、損失、損害、費用及開支，客戶無論何時將使滙豐金融外匯或任何相關聯繫人（如適用）得到彌償並免受損害；

- (f) notwithstanding any authorisation given under this clause, HSBC Broking Forex may in its absolute discretion refuse to act in accordance with any faxed instructions from the Customer; 即使根據本條發出的任何授權，滙豐金融外匯可絕對自行酌情拒絕執行客戶發出的任何傳真指示；
- (g) the liabilities of each person hereunder shall be joint and several (in the case of joint accounts); and
（如聯名戶口）本條款下各自的責任是共同及各別責任；及
- (h) the Customer acknowledges that all faxed instructions given to HSBC Broking Forex by the Customer shall only be effective upon actual receipt by HSBC Broking Forex.
客戶同意其向滙豐金融外匯發出的所有傳真指示於滙豐金融外匯實際收到的時候才生效。

9.6 Trading Authorisation. The Trading Authorisation does not limit or restrict in any way HSBC Broking Forex's rights or the Customer's obligations under the Agreement, and the terms of the Agreement shall apply equally to transactions initiated by each Authorised Trader and to the interpretation generally of rights and obligations under the Trading Authorisation.

交易授權書。本交易授權書不得以任何形式限定或限制本合約項下滙豐金融外匯的權利或客戶的責任，而本合約的條款須同樣應用於由每名授權交易人發起的交易及交易授權書下權利及責任的一般詮釋。

Under the Trading Authorisation, the Customer appoints each Authorised Trader severally to be the Customers' agent and attorney-in-fact, and each Customer further authorises HSBC Broking Forex to accept and execute orders and other transaction instructions from each Authorised Trader for the purchase and sale of Securities and/or Options on any securities exchange, or other market, anywhere in the world, all for the account of all of the Customers, jointly and severally, subject to the terms and conditions of the Agreement. The Customer shall procure that:

根據交易授權書，客戶各自委任每名授權交易人為客戶的代理人及實際代理人，以及每名客戶進一步授權滙豐金融外匯接受及執行各授權交易人向其發出的命令及其他交易指示，在本合約條款及條件約束下在世界任何地方任何證券交易所或其他市場完全為所有客戶共同及個別地買賣證券及／或期權。客戶須促使：

- (a) each Authorised Trader provide to HSBC Broking Forex each Authorised Trader's Hong Kong Identity Card, Passport or other identification documents as specified by the Customer and/or Authorised Trader on the Trading Authorisation to enable HSBC Broking Forex to take such copies thereof as HSBC Broking Forex may at its discretion require; and
各授權交易人向滙豐金融外匯提供各授權交易人的香港身份證、護照或客戶及／或授權交易人於交易授權書指定的其他身份識別文件，以使滙豐金融外匯可按需要酌情複製成副本；及
- (b) each Authorised Trader shall sign where indicated in the Trading Authorisation.
各授權交易人須在交易授權書顯示的地方簽署。

9.7 Termination of the Trading Authorisation. The Customer or HSBC Broking Forex may terminate the Trading Authorisation by giving two (2) Business Days' notice in writing to the other; provided, however, that a termination of the Trading Authorisation shall not prejudice the accrued rights of HSBC Broking Forex, and any obligations of the Customer contained in any provision thereof or in the Agreement shall remain in full force and effect and be enforceable notwithstanding such termination.

終止交易授權書。客戶或滙豐金融外匯可以書面方式給予對方兩（2）個營業日的通知終止交易授權書，但前提是交易授權書的終止不可損害滙豐金融外匯的應有權利；而儘管交易授權書已終止，客戶在交易授權書或本合約中任何條款所規定的任何義務須維持全面生效及有效，並可強制實施。

9.8 Use of Overseas Brokers. HSBC Broking Forex may, for the purpose of carrying out any instructions by the Customer, engage, deal with or through, or otherwise act through any broker, dealer or clearing agent (each a "Delegate") outside of Hong Kong who may or may not be an Affiliated Company on such terms and subject to such conditions as HSBC Broking Forex may in its absolute discretion determine. None of HSBC Broking Forex and its directors, officers and employees shall be liable to the Customer

for any loss, damage or cost suffered by or incurred to the Customer as a result of any act, omission or insolvency of any Delegate.

使用海外經紀。為執行由客戶發出的任何指示，滙豐金融可根據有關條款及有關條件，全權決定聘用、以其他方式通過任何在香港以外地區的經紀、出市代表或交收代理（各自均為「受委人」）處理或執行指示，而受委人不一定是聯營公司。滙豐金融及其董事、主管及僱員均毋須就任何受委人的任何行動、疏忽或破產而令客戶承受或招致任何損失、損毀或支出負責。

- 9.9 Product Specifications. HSBC Broking Forex shall provide to the Customer upon request relevant product specifications or other offering documents where available.

產品細則。滙豐金融外匯會應客戶的要求提供相關的產品細則或其他發售文件。

- 9.10 Telephone Recording. All telephone conversations between the Customer and HSBC Broking Forex in the course of business shall be recorded on a centralised tape recording system operated by HSBC Broking Forex. Such recording is subject to monitoring by HSBC Broking Forex and shall remain the property of HSBC Broking Forex.

電話錄音。客戶與滙豐金融外匯在進行業務期間的所有電話對話均會被收錄在由滙豐金融外匯操作的中央電話錄音系統。有關錄音將由滙豐金融外匯監控，並將保留以作為滙豐金融外匯的財產。

- 9.11 Communications Failure. HSBC Broking Forex shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of executed order reports to the Customer due to any failure or interruption of communications facilities, or any other delays beyond the control of HSBC Broking Forex.

通訊失靈。因通訊設施失靈或受干擾或出現超出滙豐金融外匯控制能力範圍以外的任何其他延誤，而導致傳送指令到執行地點或將已執行指令的報告傳送給客戶時出現延誤，滙豐金融外匯對此毋須負責。

10. General Agreement Provisions 合約總則

- 10.1 Compliance with Applicable Law. HSBC Broking Forex and the Customer shall be subject to Applicable Law, including, without limitation:

遵從適用法律。滙豐金融外匯及客戶須遵從適用法律，包括但不限於：

- (a) all applicable laws and regulations of government agencies and statutory bodies of the relevant jurisdictions;
相關司法管轄權的政府機構及法定部門的所有適用法律及條例；
- (b) the constitution, rules, regulations, policies, practices and customs of market where the transactions are executed; and
執行交易的市場奉行的憲法、規則、條例、政策、常規及慣例；及
- (c) banking regulations, practices and customs where payments are effected in connection with delivery, settlement and margins.
與交收、結算及孖展付款有關的銀行規例、常規及慣例。

Notwithstanding anything in the Agreement, HSBC Broking Forex, its agents and Affiliated Companies, and each of their respective employees shall be entitled to take (or refrain from taking) such action or steps as it shall in its absolute discretion consider necessary or appropriate to ensure compliance with or to prevent or remedy any breach of any Applicable Law, and none of HSBC Broking Forex, its agents and Affiliated Companies, and any of their respective employees shall be liable to the Customer for any loss or claim arising out of or in connection with any such action or steps.

縱使有本合約列明的一切條款，滙豐金融外匯、其代理及聯營公司，以及以上各方各自的僱員均有權採取（或拒絕採取）彼等自行酌情認為必須或恰當的行動或步驟，以確保遵從或避免或彌補違反任何適用法律；對於客戶因任何此類行動或步驟而引致的任何損失或索賠，滙豐金融外匯、其代理及聯營公司，以及以上各方各自的僱員均毋須負責。

- 10.2 Market Disruption Event. Without prejudice to Clause C, 9.2 the Customer acknowledges that the foreign exchange market is subject to unforeseeable disruption due to news events, acts of terrorism, geopolitical development and other factors beyond HSBC Broking Forex's control. HSBC Broking Forex may determine in its sole discretion that a market disruption event exists, in which case HSBC Broking Forex reserves the right not to execute trade with no obligations to provide explanation.

市場干擾事件。在不影響第 C.9.2 條的原則下，客戶確認外匯市場會因新聞事件、恐怖主義活動、地緣政治發展及其他在滙豐金融外匯控制範圍以外的其他因素而受到不可預見的干擾。

倘發生市場干擾事件，滙豐金融外匯可全權酌情決定保留不進行交易的權利，而毋須提供解釋。

- 10.3 **Pricing Dispute.** Foreign exchange quotations may vary from institution to institution as a result of, without limitation, institutions having different views on market outlook. Notwithstanding Clause C, 22, any dispute arising from a quotation or transaction will be resolved by HSBC Broking Forex in its sole and absolute discretion.

價格爭議。各機構的外匯報價或會因（但不限於）其對市場前景的看法不同而存有差異。縱有第 C.22 條的規定，自報價或交易產生的任何爭議將由滙豐金融外匯全權酌情解決。

- 10.4 **Single and Continuous Agreement.** The Agreement shall be continuous, and shall cover individually and collectively all accounts which the Customer may open from time to time with HSBC Broking Forex, and each order executed by HSBC Broking Forex shall be subject to the terms and conditions of the Agreement. Any statements issued by HSBC Broking Forex to the Customer shall supplement and form an integral part of the Agreement and shall be read and construed according to the terms and conditions of the Agreement, so that the Agreement and all the statements, and their amendments (if any) shall constitute a single agreement between the Customer and HSBC Broking Forex. The Customer hereby acknowledges that all transactions executed in accordance with the Agreement by HSBC Broking Forex are executed by HSBC Broking Forex in reliance upon, among other things, the foregoing provisions of this Clause 10.4 and agrees that the representations and warranties made and given by the Customer in the Agreement shall be repeated on the day of each such transaction.

單一及持續性合約。本合約是一持續性合約，並須個別地及共同地涵蓋客戶可能不時在滙豐金融外匯開設的所有戶口，而每一個由滙豐金融外匯執行的指令均須受本合約的條款及條件規限。滙豐金融外匯發給客戶的任何聲明書均補充並構成本合約的重要部分，並須按照本合約的條款及條件閱讀和詮釋，從而使本合約及所有聲明書及其修訂文本（如有）構成客戶與滙豐金融外匯之間的單一合約。客戶茲確認，滙豐金融外匯根據本合約執行的所有交易均依賴（其中包括）本條（第 10.4 條）的上述條文執行；客戶並同意其在本合約作出及提供的各項聲明及保證須在進行每一項此類交易的日期重覆。

- 10.5 **Conflict of Interest.** HSBC Broking Forex and its directors, employees, agents and Affiliated Companies may at any time trade as principals in LFE Contracts on any exchange or market anywhere in the world, and in that connection:

利益衝突。滙豐金融外匯及其董事、僱員、代理人及聯營公司可隨時以主事人身份，在世界各地的任何交易所或市場進行槓桿式外匯合約買賣，而就此而言：

- (a) the Customer consents that without prior notice from HSBC Broking Forex, when the Customer buys or sells through HSBC Broking Forex, subject to the Applicable Law, HSBC Broking Forex or the Affiliated Companies may buy or sell in the same market for an account in which HSBC Broking Forex or any such other person has a direct or indirect interest;

客戶同意滙豐金融外匯無須事先通知下，當客戶通過滙豐金融外匯買賣時，滙豐金融外匯或聯營公司可在適用法律下，於同一市場為滙豐金融外匯或任何其他有關人士有直接或間接利益的戶口進行買賣；

- (b) the Customer consents that HSBC Broking Forex or such other person may take the opposite position to the Customer's order whether for the account of HSBC Broking Forex or its Affiliated Company, other customer or such other person, provided that such transactions are executed competitively in accordance with Applicable Law; and

客戶同意滙豐金融外匯或其他有關人士可因應客戶指令進行對盤買賣，而不論該戶口屬滙豐金融外匯或其聯營公司、其他客戶或其他有關人士，惟有關交易須按照適用法律具競爭性地執行；及

- (c) the Customer acknowledges and consents that HSBC Broking Forex, its directors, employees, agents and/or its Affiliated Companies may at any time (subject to Applicable Law) have an interest in a transaction undertaken by the Customer, including but not limited to, acting as agent for another party, acting as principal in selling its own property, receiving and retaining commission from other parties to a transaction and/or from the Customer, paying a commission to other parties, executing a transaction with prior knowledge of other related transactions, being a holder, dealer or market maker in other investments purchased or sold by the Customer, or otherwise participating or having an interest in a transaction or its underlying assets.

客戶確認及同意滙豐金融外匯、其董事、僱員、代理人及／或其聯營公司可隨時（受適用法律所限）在客戶進行的交易中擁有權益，包括但不限於：擔任另一方的代理人；在出售其本身財產時擔任主事人；接受及保留來自交易的其他訂約方及／或客戶的佣金；向其他訂約方支付佣金；為事前已知悉的其他關連交易執行交易；在客戶已購買或出售的其他投資中作為持有人、交易員或莊家；或以其他方式參與交易或其基礎資產或在當中擁有權益。

- 10.6 Time of the Essence. Time shall be of the essence in relation to all matters arising under the Agreement. 時限的要素。就因本合約引起的所有事項而言，時限是要素。
- 10.7 Purchase and Sale of Customer Property. In the event that pursuant to the terms of the Agreement HSBC Broking Forex buys or sells Currency, to liquidate the obligations of the Customer to make or take delivery, or HSBC Broking Forex sells any collateral or other property of the Customer held by HSBC Broking Forex or an Affiliated Company, HSBC Broking Forex may make such purchases and sales on commercial terms without prior demand or notice to the Customer. HSBC Broking Forex or an Affiliated Company may be the counterparty to the Customer's account, buying or selling Currency, or buying other property sold from the Customer's account.
買賣客戶的財產。倘滙豐金融外匯根據本合約的條款買賣貨幣，以為客戶斬倉進行交收，或滙豐金融外匯出售任何由滙豐金融外匯或聯營公司持有的客戶抵押品或其他財產，則滙豐金融外匯可按照商業條款作出有關買賣而無須事先要求或通知客戶。滙豐金融外匯或聯營公司可作為客戶戶口的對手方以購買或出售貨幣或購買自客戶戶口出售的其他財產。
- 10.8 Termination of Agreement. HSBC Broking Forex may close or terminate any account and/or the Agreement by giving two (2) Business Days' notice in writing to the Customer. Any such notice shall be without prejudice to the accrued rights of the Parties, and any obligations of the Parties under the Agreement shall remain in full force and effect and shall be enforceable notwithstanding such closure of account or termination of the Agreement.
終止合約。滙豐金融外匯可向客戶發出兩（2）個營業日書面通知結束或終止任何戶口及／或本合約。任何此類通知均不損害本合約所載雙方應有的權利，而即使戶口已結束或本合約已終止，本合約所載雙方應履行的義務仍具全面效力和全面生效，並可予執行。
- 10.9 Right to Liquidate. HSBC Broking Forex may in its absolute discretion including without limitation at such time as it may deem fit, liquidate all LFE Contracts in the Customer's account by giving thirty (30) calendar days' notice in accordance with Clause C, 12 and HSBC Broking Forex shall, subject to the full payment of all sums owed by the Customer to HSBC Broking Forex, hold any proceeds in the Customer's account.
平倉的權利。滙豐金融外匯可以絕對自行酌情，包括但不限於按其認為合適的時間，在根據本合約第 C.12 條提前三十（30）個曆日通知客戶的情況下將客戶戶口內的所有槓桿式外匯合約平倉，且待客戶結欠滙豐金融外匯的所有款項獲悉數支付後，滙豐金融外匯須將任何收益存入客戶的戶口。
- 10.10 Interest Payable Post-Termination of Agreement. HSBC Broking Forex will not pay interest on any money held in or for the Customer's account thirty (30) calendar days after HSBC Broking Forex provides notice in writing to the Customer to close or terminate the account and/or the Agreement pursuant to Clause C, 10.8.
合約終止後的應付利息。在根據本合約第 C.10.8 條書面通知客戶結束或終止該戶口及／或本合約的三十（30）個曆日後，滙豐金融外匯將不會就客戶賬戶中持有的資金支付利息。
- 10.11 Remedies are Cumulative. Except as provided in the Agreement, the rights, powers, remedies and privileges under the Agreement are cumulative and not exclusive of any rights, powers, remedies or privileges provided by law. A single or partial exercise of any right, power or privilege under the Agreement will not be presumed to preclude any subsequent or further exercise of that or any other right, power or privilege.
補救措施是累積性的。除非本合約另有規定，否則本合約中的各項權利、權力、補救措施及特權均是累積性的，而且並不排除法律規定的任何權利、權力、補救措施或特權。即使單獨或部分行使本合約中的任何權利、權力及特權，亦不會被視作其後不會行使或日後不會進一步行使該等權利、權力及特權或任何其他權利、權力及特權。
- 10.12 Severability. Each of the provisions in the Agreement is severable and distinct from the others and if at any time one (1) or more of such provisions shall become invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
可分割性。本合約的每一條款均可分割並與其他條款有區別；如於任何時間有一（1）條或多條條款無效或無法強制實施，合約其餘條款的有效性、合法性及可實施性不得以任何方式受影響或損害。
- 10.13 Assignment. HSBC Broking Forex may transfer or assign any or all of its interests and obligations in or under the Agreement to any Affiliated Company. Interest or obligation in or under the Agreement may not be transferred or assigned by the Customer without the prior written consent of HSBC Broking Forex. 轉讓。滙豐金融外匯可移轉或轉讓本合約訂明的任何權益及義務予任何聯營公司。如事前未經滙豐金融外匯書面同意，客戶不得移轉或轉讓本合約訂明的任何權益或義務。
- 10.14 Amendments. No amendment, modification or waiver in respect of the Agreement by the Customer shall be effective unless agreed by HSBC Broking Forex in writing and deemed to be agreed by the Customer in accordance with this Clause C. 10.14. HSBC Broking Forex may make amendment to the Agreement

and shall notify the Customer in accordance with Clause C, 12 ("the Amendment Notification"). If the Customer objects to the amendment, the Customer must notify HSBC Broking Forex in accordance with Clause C, 12 hereof within the time prescribed by HSBC Broking Forex in the Amendment Notification. If no written objection is received from the Customer as aforementioned, the Customer is deemed to have accepted the amendment.

修訂。根據本條（第 C.10.14 條），客戶作出有關本合約的任何修訂、更改或棄權均須經滙豐金融外匯書面同意並視作已獲客戶同意，否則無效。滙豐金融外匯可修訂本合約，惟須根據第 C.12 條向客戶發出通知（「修訂通知」）。如客戶反對修訂，須根據本合約第 C.12 條於滙豐金融外匯在修訂通知中列明的時限內通知滙豐金融外匯。如沒有如上所述收到客戶的書面反對，客戶會被視作已接受修訂。

- 10.15 **Waiver of Rights.** A failure or delay by HSBC Broking Forex in exercising its right, power or privilege in respect of the Agreement shall not be deemed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be deemed to preclude any subsequent or further exercise of that right, power or privilege.

放棄權利。滙豐金融外匯無法或延遲行使與本合約有關的任何權利、權力或特權，不得被視作放棄權利；即使單獨或部分行使任何權利、權力及特權，亦不會被視作其後不會行使或日後不會進一步行使該等權利、權力及特權。

- 10.16 **Force Majeure.** Neither of the Parties hereto shall be liable for any loss sustained by the other, directly or indirectly, if either Party is prevented from acting as a direct or indirect result of government restrictions, the imposition of emergency procedures or suspension of trading by any relevant market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes or other circumstances beyond that Party's control.

不可抗力。如因政府限制、任何有關市場實施緊急程序或暫停交易、民事騷亂、恐怖主義行為或威脅行為、自然災害、戰爭、罷工或任何一方無法控制的其他情況而直接或間接使任何一方無法行事，該方毋須為另一方直接或間接承受的任何損失承擔責任。

- 10.17 **Conflict of Interest.** HSBC Broking Forex and its directors, employees, agents and Affiliated Companies may at any time trade as principals in LFE Contracts, on any exchange or market anywhere in the world, and in that connection:

利益衝突。滙豐金融外匯及其董事、僱員、代理及聯營公司可隨時作為主事人於世界任何地方的任何交易所或市場交易槓桿式外匯合約，而就此而言：

- (a) the Customer consents that without prior notice from HSBC Broking Forex, when HSBC Broking Forex sells or buys on behalf of the Customer, on any exchange or market anywhere in the world, HSBC Broking Forex's directors, employees, floor brokers, agents or the Affiliated Companies may, subject to Applicable Laws, buy or sell in the same market for an account in which HSBC Broking Forex or such other person has a direct or indirect interest;

客戶同意，未經滙豐金融外匯事先書面通知，在滙豐金融外匯代表客戶於世界任何地方的任何交易所或市場出售或購買時，滙豐金融外匯的董事、僱員、出市經紀、代理或聯營公司可在適用法律規限下於滙豐金融外匯或其他人士擁有直接或間接權益的相同市場代為購買或出售；

- (b) the Customer consents that HSBC Broking Forex or such other person may take the opposite position to the Customer's order, whether for HSBC Broking Forex's or such other person's account on behalf of other customers, provided that such transactions are executed competitively in accordance with Applicable Law; and

客戶同意，滙豐金融外匯或有關其他人士可持與客戶指令相反的立場，不論代表其他客戶為滙豐金融外匯或有關其他人士的利益，前提是有關交易根據適用法律以具有競爭力的方式執行；及

- (c) the Customer acknowledges and consents that HSBC Broking Forex, its directors, employees, agents and/or its Affiliated Companies may at any time (subject to Applicable Law) have an interest in a transaction undertaken by the Customer, including but not limited to: acting as agent for another party, acting as principal in selling its own property, receiving and retaining commission to other parties, executing a transaction with prior knowledge of other related transactions, being a holder, dealer or market maker in other investments purchased or sold by the Customer, or otherwise participating or having an interest in a transaction or its underlying assets.

客戶承認及同意，滙豐金融外匯、其董事、僱員、代理及／或其聯營公司可隨時（以適用法律為限）於客戶進行的交易中擁有權益，包括但不限於：擔任另一人士的代理，擔任出售自身財產的主事人，接收及保留其他人士的委託，執行事先獲悉附帶其他關連交易的交易，作為客戶所購買或出售的其他投資的持有人、交易商或莊家，或以其他方式參與某項交易或其相關資產或於其中擁有權益。

- 10.18 **Third Party Rights.** No person other than the Customer and HSBC Broking Forex will have any right under the Contract (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Agreement.
第三方權益。除客戶和滙豐金融外匯外，概無任何其他人士擁有《合約（第三者權利）條例》所訂明有關強制執行本合約任何條款或享有本合約任何條款權益的權利。
- 10.19 **Successors and Assigns.** The Agreement shall ensure for the benefit of HSBC Broking Forex, its successors and assigns and shall be binding upon the Customer and the Customer's successors, executors, administrators, legal representatives, and assigns permitted pursuant to Clause C, 10.13.
繼承人及受讓人。本合約須致使滙豐金融外匯、其繼承人及受讓人獲益，並對客戶及客戶的繼承人、遺囑執行人、遺產管理人、法定代表及根據第 C.10.13 條獲批准的受讓人具約束力。
- 10.20 **The Agreement supersedes all prior representations, arrangement, understandings and agreements between the Parties to the Agreement (whether written or oral) relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the Parties hereto relating to the subject matter hereof.**
本合約取代雙方之前（不論書面或口頭）就有關本合約所載事項訂立的所有聲明、安排、理解及合約，並陳述締約雙方對有關本合約所載事項的全部完整及專屬的協定及理解。

11. Statement of Accounts

戶口結單

- 11.1 **Account Statements.** HSBC Broking Forex shall send a statement to the Customer promptly following the execution of an order and a monthly statement which summarises entries in the account, including but not limited to payment of interest during the month. In the absence of manifest error, statements issued by HSBC Broking Forex shall be conclusive and deemed to be accepted if not objected to in writing by the Customer within five (5) Business Days of such daily and monthly statements being dispatched to the Customer by HSBC Broking Forex. The Customer shall be deemed to have waived any such error in the absence of such notification.
戶口結單。滙豐金融外匯須於執行指令之後迅速向客戶發出結單，並按月發出總結戶口各個進項的月結單，包括但不限於在該月份支付的利息。如無明顯錯誤，在滙豐金融外匯未有向客戶發出日結單及月結單起計五（5）個營業日內收到客戶書面反對的情況下，將被視為最終定論及已獲客戶接受。如無發出書面通知，客戶將被視作棄權及不追究有關錯誤。
- 11.2 **Conflict between Agreement and Account Statements.** In the event of a conflict between the terms of the Agreement and any account statements, the terms of the Agreement shall prevail.
本合約與戶口結單之間之分歧。如本合約的條款與任何戶口結單的條款出現分歧，則以本合約的條款為準。
- 11.3 **Customer's Undertaking and Acknowledgement.** The Customer hereby acknowledges and agrees that: 客戶的承諾和確認。客戶茲確認和同意：
- (a) HSBC Broking Forex does not assume responsibility whatsoever for any interruption, delay or failure of mail services, loss of mail or third party interception of mail; and
滙豐金融外匯不會就郵遞服務的任何干擾、延誤或失效、郵件遺失或郵件被第三方截取而承擔任何責任；及
 - (b) the Customer shall notify HSBC Broking Forex in writing of any change in particulars such as its correspondence address. Notwithstanding the effect of notices pursuant to Clause C, 12, the Customer acknowledges that HSBC Broking Forex shall require five (5) Business Days from the date of the relevant notice was received by HSBC Broking Forex to process the said change.
客戶資料（例如聯絡地址）如有任何變動，客戶須以書面方式通知滙豐金融外匯。即使已根據第 C.12 條發出通知，客戶確認，滙豐金融外匯需時五（5）個營業日（由滙豐金融外匯接獲有關通知當日起計）處理資料變動事宜。

12. Notices 通知

Save and except for the circumstances set out in Clause C, 9.4, or unless otherwise specified by HSBC Broking Forex to the Customer (in accordance with its internal policies from time to time), any notice, instruction or communication given under the Agreement shall be in writing or by email and must quote the Customer's account number, account name and any other information to the extent required by HSBC Broking Forex for authentication purposes unless explicitly waived in writing by HSBC Broking Forex.

除在第 C.9.4 條所載情況下，或除非滙豐金融外匯（根據其不時的內部通知政策）另行通知客戶，否則根據本合約發出的任何通知、指示或通訊均須以書面或電郵方式作出，並須引述客戶的戶口號碼、戶名和滙豐金融外匯為作核證所需的任何其他資料，惟滙豐金融外匯以書面方式明確豁免則作別論。

Any notice or other communication given under the Agreement shall be given in the manner described in the Agreement using the following details:

任何根據本合約發出的通知或其他通訊均須按照本合約所述方式，依據以下資料發出：

- (a) if to HSBC Broking Forex
如向滙豐金融外匯發出
- (i) in writing, delivered in person or sent by pre-paid post to Level 25, HSBC Main Building, 1 Queen's Road Central, Hong Kong;
以書面方式，親身送遞或以預付郵資方式寄往香港皇后大道中 1 號香港上海滙豐銀行總行大廈 25 樓；
 - (ii) by email, to customerservice.broking.hcbs@hsbc.com.hk;
以電郵方式，電郵地址：customerservice.broking.hcbs@hsbc.com.hk；
 - (iii) by phone, at (852) 2521 1661; and
以電話方式，電話號碼：(852) 2521 1661；及
 - (iv) by fax, at (852) 2810 0145;
以傳真方式，傳真號碼：(852) 2810 0145；
- (b) if to the Customer
如向客戶發出
- (i) in accordance with the information provided by the Customer in the Account Opening Form and Customer Information Statement and any updated information in HSBC Broking Forex's records; or
根據客戶在開戶表格和客戶資料聲明書中提供的資料及在滙豐金融外匯最新的資料；或
 - (ii) such other address fifteen (15) days prior written notice of the use of which has been given to the other Party to the Agreement in accordance with the provision of this Clause.
一方按照本條規定已經提前十五（15）日以書面通知本合約另一方的其他地址。

Any such notice shall take effect if delivered in person, at the time of delivery, if sent by post, two (2) days after dispatch in the case of local Hong Kong post and ten (10) days after dispatch in the case of overseas post, if sent by email, on the date it is delivered, if by telephone, at the time of the telephone call, and if by fax, twenty four (24) hours after the time of dispatch.

該等通知的生效日期視乎發出的方式而定，現載列如下：如以親身送遞方式，於送遞當時；如以香港本地郵件方式寄交，於投寄後兩（2）日；如以海外郵件方式寄交，於投寄後十（10）日；如以電郵方式，於電郵發出當日；如以電話方式，於致電當時；如以傳真方式，傳送後二十四（24）小時即為通知的生效時間。

The Customer confirms that it has considered and acknowledges its understanding of the possible risks inherent in the giving of a notice, instruction or communication under the Agreement by email. Such risks include instructions given by email may be intercepted, may never reach the intended recipient and may be transmitted to the wrong recipient and may thereby become known to third parties thus losing their confidential nature. HSBC Broking Forex accept no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage, or cost arising or incurred by the Customer as a result of or in connection with any such circumstances or the giving of any instructions by email. The Customer is and continues to be solely responsible for making its own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, the Customer should not give instructions by email unless they are prepared to undertake such risks and is satisfied in all respects with regard to such method of instruction.

客戶證實，已經考慮和確認了解以電郵方式發出本合約訂明的通知、指示或通訊的潛在固有風險。有關風險包括以電郵方式發出的通知可能會被截取、可能永遠無法傳送到擬定的收件人、可能傳送到錯誤的收件人並被第三方得悉，且因而無法保密。滙豐金融外匯對任何該等情況或客戶因任何該等情況或以電郵方式發出任何指示而出現或招致的任何行動、索賠、損失、損害或成本概不承擔任何責任。客戶目前和日後將繼續自行負責就發出任何該等指示而招致的任何潛在風險作獨立評估和評核。因此，除非客戶已準備承擔有關風險或在各方面均遵從發出指示的方法，否則不應以電郵方式發出指示。

13. Electronic Notifications 電子提示

- 13.1 Interpretation. In this Clause C, 13, "telecommunications equipment" includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.
定義。在本第 C.13 條，「電訊設備」包括手提電話、手提電腦、桌面個人電腦、掌上型電腦、個人數碼助理及任何其他電子媒體或設備。
- 13.2 Electronic Notifications. The Customer authorises HSBC Broking Forex to send information and communications electronically by way of short message service messages or email ("Electronic Notifications") to the Customer's appropriate telecommunications equipment from time to time in respect of matters relevant to the Customer's account and the availability of services provided pursuant to these Terms of Business. The range of such Electronic Notifications available may vary depending on the country in which the Customer is located or with which the Customer has connections.
電子提示。客戶授權滙豐金融外匯不時就客戶戶口相關事宜並因應根據本商業條款提供服務的可供使用情況，向客戶的適當電訊設備以電子形式發出短訊息或電郵（「電子提示」）。提供給客戶的電子提示服務的範圍可能會根據客戶所在的國家或與客戶有關聯的國家而有所不同。
- 13.3 Opt-Out. The Customer may opt out from receiving Electronic Notifications where permitted by HSBC Broking Forex. For example, the Customer is not permitted to opt out from Electronic Notifications sent in order to satisfy a legal or regulatory requirement that applies to HSBC Broking Forex.
拒絕收取。若滙豐金融外匯許可，客戶可選擇拒絕收取任何電子提示。例如客戶不得拒絕收取滙豐金融外匯因法律或監管要求而發出的任何電子提示。
- 13.4 Use of Electronic Notifications
使用電子提示服務
- (a) HSBC Broking Forex may restrict the number of telecommunications equipment which the Customer uses to receive Electronic Notifications;
滙豐金融外匯可限制客戶用作收取電子提示的電訊設備的數目；
 - (b) To use the Electronic Notifications, the Customer is solely responsible for:
為享用電子提示服務，客戶須自行為下列事宜負責：
 - (i) paying the fees, charges and expenses for the Customer's telecommunications equipment and the services provided by the Customer's telecommunications service provider; and
就客戶的電訊服務供應商提供的電訊設備及相關服務繳付費用、收費及開支；及
 - (ii) complying with the terms and conditions governing the Customer's telecommunications equipment and the services provided by the Customer's telecommunications service provider from time to time.
遵守不時規管由客戶的電訊服務供應商提供的電訊設備及相關服務的條款及細則。
- 13.5 Nature of information provided through Electronic Notifications
以電子提示服務提供的資料的性質
- (a) Any information provided to the Customer through Electronic Notifications is for the Customer's personal reference only. HSBC Broking Forex is not bound by the information and such information is not proof of any matter it describes or relates; and
任何以電子提示服務提供的資料僅供客戶參考。滙豐金融外匯不受該等資料約束，該等資料亦非其所表述或與其相關的事宜的證明；及
 - (b) The information provided to the Customer through Electronic Notifications may be provided to HSBC Broking Forex by other persons or compiled by HSBC Broking Forex based on materials provided by other persons. HSBC Broking Forex does not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence or completeness of any information provided to the Customer through Electronic Notifications, or whether it is fit for any purpose. The Customer should not rely on such information as investment advice or for trading purpose. The Customer is solely responsible for verifying such information before using it for any purpose. HSBC Broking Forex is not liable in any manner to the Customer or any other person for using such information for any purpose.
就滙豐金融外匯以電子提示服務提供予客戶的資料，可能由其他人士向滙豐金融外匯提供或本行根據其他人士的材料編製而成。就本行以電子提示服務提供予客戶的任何資料的準確度、可靠度、充足程度、及時程度、次序或完整度，或其是否適合任何用途，滙豐金融外匯不作出陳述或保證。客戶不應依賴該等資料作投資建議或用作進行買賣。客戶在使用該等資料作任何

目的之前須自行負責核實該等資料。就客戶或任何其他人士使用該等資料作任何目的，滙豐金融外匯在任何方面無須負責。

13.6 Notifications 提示

- (a) The Customer should ensure that its mobile phone and other telecommunications equipment and related services are capable of receiving Electronic Notifications;
客戶應確保手提電話及其他電訊設備及相關服務能收取電子提示；
- (b) HSBC Broking Forex only sends an Electronic Notification once and will not re-send it;
滙豐金融外匯就每個電子提示只發送一（1）次；
- (c) The Customer should never respond to a request received through an Electronic Notification to provide its password or account or security details, even if the request appears to be sent by HSBC Broking Forex. HSBC Broking Forex will never make such request;
客戶切勿回應有關以電子提示提供客戶的密碼、戶口或保安資料詳情的要求，即使該要求看似是由滙豐金融外匯以電子提示服務發送。滙豐金融外匯絕不會提出該等要求；
- (d) The Customer should check the telephone number, email address or website address of the sender of an Electronic Notification to ensure that the Electronic Notification is genuine and sent by us. The Customer should not reply to an Electronic Notification that does not appear to be genuine;
客戶應檢查電子提示發送人的電話號碼、電郵地址或網站地址，以確保電子提示屬真確及由滙豐金融外匯發送。客戶不應回覆有可疑的電子提示；
- (e) The Customer should never provide its account or personal data on screen following a website hyperlink from an Electronic Notification. All website hyperlinks authorised by HSBC Broking Forex are for the Customer's information only and HSBC Broking Forex will not require the Customer to provide data in that manner;
客戶切勿跟隨電子提示所載的網站超連結，在屏幕上提供客戶的戶口或個人資料。滙豐金融外匯接納的所有網站超連結只供客戶參考，滙豐金融外匯不會要求客戶透過網站超連結提供該等資料；
- (f) Electronic Notifications may not be encrypted and may not be free of virus, interception or tampering. Electronic Notifications may be routed through overseas networks (eg where the Customer is outside Hong Kong or the Customer uses an email service provider located outside Hong Kong) whose security cannot be guaranteed; and
電子提示可能未經加密保護，也未必不帶有病毒、不可被攔截或修改。電子提示可能經海外網絡傳送（例如客戶身處香港以外或客戶的電郵供應商處於香港以外），故安全性無法保證；及
- (g) The Customer should inform HSBC Broking Forex as soon as reasonably practicable if any Electronic Notification or website hyperlink appears to be irregular.
如任何電子提示或網站超連結出現異常情況，客戶須於合理可行的範圍內盡快通知滙豐金融外匯。

13.7 Security 保安

- (a) The Customer must keep its telecommunications equipment under personal control and keep its password, account and security details secret. The Customer must take all reasonable precautions to prevent loss, theft or unauthorised or fraudulent use of its telecommunications equipment, its password, account, security details or other confidential information;
客戶必須小心保管客戶的電訊設備，及把客戶的密碼、戶口或保安詳情保密。客戶必須採取所有合理的預防措施，防止客戶的電訊設備、客戶的密碼、戶口或保安詳情或其他機密資料遺失、被竊或被未經授權或為欺詐意圖使用；
- (b) The Customer should re-set any pre-set SIM Card PIN Code. The Customer should use its SIM Card PIN Code on its mobile phone as a security measure. The Customer should also re-set its SIM Card PIN Code if the Customer knows or suspects that any other person knows it. The Customer should avoid numbers that are easy to guess when the Customer chooses its SIM Card PIN Code;
客戶應重設任何預設的 SIM 卡個人密碼。客戶應使用客戶的手提電話上的 SIM 卡個人密碼作為保安措施。如發現或懷疑任何其他人士知道客戶的 SIM 卡個人密碼，客戶亦應重設 SIM 卡個人密碼。選擇客戶的 SIM 卡個人密碼時，客戶應避免使用易於猜測的數字；

- (c) The Customer should not tell any other person its SIM Card PIN Code. The Customer should not keep a written record of it in any way that may enable another person to use it;
客戶切勿向任何人士告知客戶的 SIM 卡個人密碼。客戶切勿把該 SIM 卡個人密碼寫下，讓他人可使用 SIM 卡個人密碼；
- (d) The Customer should only use secure private email sites with the protection of a password. The Customer should keep its password secret and avoid choosing passwords that are easy to guess; and
客戶只應使用保安嚴密並受密碼保護的私人電郵網站。客戶應把密碼保密，並避免使用容易被猜中的密碼；及
- (e) The Customer must inform HSBC Broking Forex as soon as reasonably practicable of any matter which may affect the Customer's using or our providing the Electronic Notifications. These matters include:
如任何事宜可能影響客戶使用或滙豐金融外匯提供電子提示服務，客戶必須在合理可行的範圍內盡快通知滙豐金融外匯。該等事宜包括：
- (i) the Customer knows or suspects that any other person knows its SIM Card PIN Code, nick-name of any account or password;
客戶知道或懷疑任何人士知道客戶的 SIM 卡個人密碼、任何戶口的綽號或密碼；
 - (ii) the Customer knows or suspects that any other person uses its telecommunications equipment or accesses its information without authorisation;
客戶知道或懷疑任何人士未經授權使用客戶的電訊設備或取得客戶的資料；
 - (iii) the Customer's mobile phone is lost or stolen;
客戶的手提電話遺失或被竊；
 - (iv) the Customer changes its mobile phone number or email address; and
客戶更改手提電話號碼或電郵地址；及
 - (v) the Customer's contract with the relevant telecommunications service provider is terminated for any reason.
客戶與相關的電訊服務供應商的合約因任何原因被終止。

13.8 Service Providers supporting the Electronic Notifications. HSBC Broking Forex may use any person (including any telecommunications service provider or other independent service provider) for supporting the Electronic Notifications. That person is not HSBC Broking Forex's agent or nominee and HSBC Broking Forex has no cooperation, partnership, joint venture or other relationship with it. HSBC Broking Forex is not liable for any action, claim, loss, damage or liability of any nature which the Customer may suffer or incur arising from or in connection with any act or omission of that person.
支援電子提示的服務供應商。滙豐金融外匯可為支援電子提示所需而任用任何人士（包括任何通訊服務供應商或其他獨立服務供應商），而有關人士並非滙豐金融外匯的代理或代名人，且滙豐金融外匯與該人士並無任何合作、合夥、合營或其他關係。滙豐金融外匯對客戶因該人士作出或不作出任何行動而蒙受或招致的任何性質的行動、索賠、損失、損害或負債概不承擔任何責任。

13.9 Limitation of Liability 責任限制

- (a) Without limiting or reducing the effect of other clauses in these Terms of Business, except as set out in Clause C, 13.9(b), HSBC Broking Forex is not liable for loss, damage or expense of any kind (including international data charges incurred when receiving Electronic Notifications outside Hong Kong) which the Customer may incur or suffer arising from or in connection with the following (or any of them):
在不限制或削弱其他條款效力的情況下，客戶因下列（或其中任何一個）情況或與之有關而可能招致或蒙受的任何種類損失、損害或開支（包括因在香港以外地區收取電子提示而招致的國際數據收費），滙豐金融外匯無須向客戶負責，但條款第 C.13.9（b）條所載則除外：
- (i) any failure or delay in HSBC Broking Forex sending Electronic Notifications for any reason (including as a result of failure or error of any computer or electronic system or equipment);
滙豐金融外匯因任何原因未有或延遲提供電子提示（包括因任何電腦或電子系統或設備的故障或錯誤）；
 - (ii) any error or omission in the Electronic Notifications;
電子提示中有任何錯誤或遺漏；

- (iii) any disclosure of confidential information; and
任何機密資料被披露；及
 - (iv) any interception, loss or damage to the Customer's data, software, telecommunications equipment or other equipment arising from or in connection with the receipt of Electronic Notifications by the Customer;
因或有關客戶使用電子提示服務而引致客戶的資料、軟件、電訊設備或其他設備有任何損失或損害；
- (b) If it is proved that the events in paragraph (a) above was caused by wilful default of (i) HSBC Broking Forex, (ii) HSBC Broking Forex's agents or nominees, or (iii) HSBC Broking Forex's officers or employees or that of HSBC Broking Forex's agents or nominees, then HSBC Broking Forex will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such wilful default;
如上述第（a）段的事件證實是因（i）滙豐金融外匯、（ii）滙豐金融外匯的代理或代名人或（iii）滙豐金融外匯的職員或僱員或滙豐金融外匯的代理或代名人的職員或僱員故意失責所引致，本行會就客戶直接及純粹因該等故意失責而招致或蒙受的直接及合理可預見的任何損失及損害負責；
- (c) HSBC Broking Forex is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of any interruption, delay or failure (whether total or partial) in providing Electronic Notifications to the Customer to the extent that it is attributable to any cause or circumstance that is beyond HSBC Broking Forex's reasonable control or the reasonable control of HSBC Broking Forex's agents or nominees;
滙豐金融外匯向客戶提供的電子提示服務出現任何干擾、延誤或失誤（不論屬全面或局部），如屬於滙豐金融外匯或滙豐金融外匯的代理或代名人的合理控制以外的原因或情況造成，則滙豐金融外匯無須對客戶因而招致或蒙受的任何種類的任何損失、成本或損害負責；
- (d) (i) If HSBC Broking Forex believes a communication sent through Electronic Notifications does not reach the Customer, HSBC Broking Forex may re-send it to the contact details the Customer provided in accordance with the procedures for re-sending Electronic Notifications set by HSBC Broking Forex from time to time. If HSBC Broking Forex believes a communication re-sent through Electronic Notifications does not reach the Customer, HSBC Broking Forex may in HSBC Broking Forex's discretion stop sending any further communication through Electronic Notifications;
如滙豐金融外匯認為以電子提示發送的通訊未能送達客戶，滙豐金融外匯可按滙豐金融外匯就重發電子提示不時設定的程序及客戶向滙豐金融外匯提供的聯絡詳情重發電子提示。如滙豐金融外匯認為以電子提示服務重發予客戶的通訊未能送達客戶，滙豐金融外匯可酌情停止以電子提示發送任何其他通訊；及
- (ii) The Customer is considered as having received a communication sent or re-sent through Electronic Notifications to the contact details the Customer provided;
滙豐金融外匯以電子提示服務按客戶提供的聯絡詳情發送或重發通訊予客戶後，客戶即被視為已收到有關通訊；
- (e) (i) Except as set out in Clause C, 13.9(e)(ii), the Customer will indemnify and reimburse (1) HSBC Broking Forex, (2) HSBC Broking Forex's agents and nominees, and (3) HSBC Broking Forex's officers and employees and that of HSBC Broking Forex's agents or nominees for all actions, proceedings and claims which may be brought by or against HSBC Broking Forex or them, and for all losses, damages and reasonable costs and expenses which HSBC Broking Forex or they may incur or suffer as a result of or in connection with the provision of Electronic Notifications. This indemnity will continue after the termination of Electronic Notifications; and
就因或有關客戶使用或滙豐金融外匯提供電子提示服務而引致（1）滙豐金融外匯、（2）滙豐金融外匯的代理及代名人及（3）滙豐金融外匯職員及僱員及滙豐金融外匯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（不論由滙豐金融外匯或彼等提出，或對滙豐金融外匯或彼等提出），及所有損失、損害及合理的成本及開支，客戶均須對滙豐金融外匯及彼等作出彌償及付還，但第 C.13.9（e）（ii）條所載則除外。即使電子提示服務被終止後，本彌償仍繼續有效；及
- (ii) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause C, 13.9(e)(i) was caused by wilful default of (1) HSBC Broking Forex, (2) HSBC Broking Forex's agents or nominees, or (3) HSBC Broking Forex's officers

or employees or that of HSBC Broking Forex's agents or nominees, then the Customer is not liable under Clause C, 13.9(e)(i) to the extent that it is direct and reasonably foreseeable arising directly and solely from such wilful default.

如第 C.13.9 (e) (i) 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 (1) 滙豐金融外匯、(2) 滙豐金融外匯的代理或代名人或 (3) 滙豐金融外匯的職員或僱員或滙豐金融外匯的代理或代名人的職員或僱員的疏忽或故意失責所引致，客戶無須在第 C.13.9 (e) (i) 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。

- 13.10 Conflict between Contract Notes and Accounts Statements, and Electronic Notifications. The Electronic Notifications are in addition to, and do not replace, contract notes and account statements provided to the Customer pursuant to Clause C, 11 and Clause C, 14. In the event of a conflict between any Electronic Notification and any contract note or account statement, the contract note or account statement shall prevail.

成交單據和戶口結單與電子提示之間相抵觸。電子提示乃附加於根據條款第 C.11 條和條款第 C.14 條向客戶發出的成交單據和戶口結單，並非取代有關單據和結單。如任何電子提示與任何成交單據或戶口結單之間相抵觸，概以成交單據或戶口結單為準。

- 13.11 Variation or Termination of Electronic Notifications. HSBC Broking Forex may, without prior notice, vary the types of Electronic Notifications it may send to the Customer, provide limited Electronic Notifications or stop sending Electronic Notifications to the Customer at its sole discretion without being liable to the Customer.

改變或終止電子提示。滙豐金融外匯可無須通知並改變向客戶發出電子提示的種類、提供有限度電子提示或停止向客戶發出電子提示而無須就此負責。

14. Electronic Statement

電子結單

- 14.1 Request for Electronic Statement. The Customer may elect to receive contract notes, daily activity statements and monthly activity statements via electronic mail to an electronic mail address designated by the Customer and such request must be made in writing and is effective only upon HSBC Broking Forex's receipt of said request and an electronic mail address designated by the Customer.

要求電子結單。客戶可選擇透過電郵以客戶指定的電郵地址收取成交單據、每日交易結單和每月交易結單，此類要求須以書面方式發出，該要求並須於滙豐金融外匯收到有關要求及客戶指定的電郵地址後，方可生效。

- 14.2 Customer's Undertaking and Acknowledgement. By requesting HSBC Broking Forex to send contract notes, daily activity statements and monthly activity statements to the Customer via electronic mail pursuant to Clause C, 14.1, the Customer hereby acknowledges and agrees that:

客戶的承諾及確認。如客戶根據第 C.14.1 條要求滙豐金融外匯透過電郵發出成交單據、每日交易結單和每月交易結單，即表示客戶確認並同意：

- (a) HSBC Broking Forex does not assume any responsibility whatsoever for any interruption, loss of or corruption to data, third party interception or hacking, delay or failure in electronic transmission;

滙豐金融外匯對電子傳送出現的任何干擾、資料流失或訛誤、第三方干擾、黑客入侵、延誤或失誤情況概不承擔任何責任；

- (b) the Customer has responsibility to ensure that its software system is compatible to that of HSBC Broking Forex;

客戶有責任確保其軟件系統能與滙豐金融外匯的軟件系統相容；

- (c) electronic transmission of Customer's contract notes, daily activity statements and monthly activity statements shall be automatically suspended by HSBC Broking Forex if any contract note, daily statement or monthly activity statements is returned to HSBC Broking Forex after delivery trials in two (2) consecutive statement days. The returned contract notes, daily activity statements, and monthly activity statements shall be re-sent to the Customer by post thereafter. All subsequent contract notes daily activity statements and monthly activity statements will be sent by post thereafter; and

如滙豐金融外匯連續兩 (2) 個結單日嘗試以電子方式傳送的成交單據、每日交易結單和每月交易結單均被退回，滙豐金融外匯將自動終止傳送有關成交單據、每日交易結單和每月交易結單。退回的成交單據、每日交易結單和每月交易結單隨後將以郵寄方式再寄給客戶。此後，所有成交單據、每日交易結單和每月交易結單將以郵寄方式寄給客戶；及

- (d) the Customer shall notify HSBC Broking Forex in writing of any change in particulars such as his/its electronic mail address. Notwithstanding the effect of notices pursuant to Clause C, 12, the Customer acknowledges that HSBC Broking Forex shall require five (5) Business Days from the date the relevant notice was received by HSBC Broking Forex to process the said change.

客戶須以書面通知滙豐金融外匯有關其電郵地址的任何更改。儘管第 C.12 條載有有關通知生效時間的規定，客戶確認，滙豐金融外匯需時五（5）個營業日（由滙豐金融外匯接獲有關通知當日起計）處理資料變動事宜。

15. Representations and Warranties 聲明及保證

15.1 The Customer hereby warrants, represents and undertakes the following to HSBC Broking Forex on the date of the Customer Agreement and throughout the currency of the Agreement:

客戶茲向滙豐金融外匯保證、聲明及承諾，在客戶合約簽訂日期及本合約有效期間，以下事項均屬有效：

- (a) the Customer is entering into the Agreement as principal and is not trading on behalf of another person unless HSBC Broking Forex is notified otherwise in writing;
除非客戶另行以書面方式通知滙豐金融外匯，否則客戶是作為主事人簽訂本合約而並非代表他人簽訂本合約；
- (b) the Customer is the true owner of the account(s) and that the Customer is not holding the account(s) on behalf of or for the benefit of any other person, or where the foregoing is not applicable, a signed declaration by the Customer stating the name of the person for whom or for whose benefit the Customer is holding the account(s) together with the Customer's warranty that the Customer is not holding the account(s) on behalf of or for the benefit of any person other than the named person;
客戶是該一個或多個戶口的真正戶主而非代表任何其他人士或為其利益而持有上述戶口，或倘上述情況不適用，則由客戶簽署一項聲明，說明客戶所代表人士或為其利益而持有該一個或多個戶口的該人士姓名，連同客戶保證除上述列出姓名的人士外，客戶並無代表任何人士或為任何人士的利益而持有該一個或多個戶口；
- (c) the Customer shall be solely responsible for compliance with Applicable Law and undertakes not to engage in any conduct that will cause the Customer, HSBC Broking Forex, its agents, employees or Affiliated Companies to be in breach of Applicable Law, and shall indemnify HSBC Broking Forex in respect of all losses, claims, damages and liabilities as a result of any breach of this Clause;
客戶將自行負責遵守適用法律，以及承諾不會涉及導致客戶、滙豐金融、其代理、僱員或聯營公司觸犯適用法律的任何行為，並須賠償滙豐金融外匯因其違反本條規定而導致的所有損失、索賠、損害及責任；
- (d) the Customer shall operate the account by giving orders himself. In the case of a corporate customer, or if the Customer appoints another person to give orders on his/its behalf, the Customer shall provide the name(s), address(es) and other required details of the person(s) so appointed to HSBC Broking Forex and complete a Trading Authorisation;
客戶須親自發出指令以運作戶口。如為公司客戶或如客戶委派另一人代其發出指令，客戶須向滙豐金融外匯提供該（等）人士的姓名、地址及其他所須資料予滙豐金融外匯，並須填妥交易授權書；
- (e) in relation to a corporate customer, the Customer is a duly incorporated company and has the full power and authority to carry on, undertake, conduct and engage in activities mentioned in the Agreement and to own its property and other assets and to enter into and perform its duties and obligations as contained in the Agreement, and that all necessary shareholders and board and other actions to enable the Customer to execute, deliver and perform the same have been taken according to its constitution, and the Customer has obtained and shall maintain in full force and effect any necessary consents, licences and authorities;
就公司客戶而言，客戶須為正式註冊成立的公司，且有全面權力及權限進行、承擔、處理及參與本合約所述的活動、擁有其財產及其他資產，以及達成及執行本合約所載的責任及義務，而且已按照公司憲章採取所有必需的股東、董事局及其他行動，使客戶能夠行使、進行及執行上述活動，客戶亦已取得所有有關的同意書、執照及授權，並須維持有關同意書、執照及授權具全面效力和全面生效；
- (f) the Customer shall maintain a copy of the Agreement, correspondence provided by HSBC Broking Forex, (including but not limited to contract notes, and daily and monthly activity

statements) and evidence of its authorisation in its books and records (in relation to a corporate customer, at its principal place of business);

客戶須在本身的賬冊和記錄中保存本合約、滙豐金融外匯提供的通信（包括但不限於，每日交易結單及每月交易結單）及授權的證明等文件的副本；如為公司客戶，須保存於主要營業地點；

- (g) in relation to a corporate customer, the Customer's board of directors by resolution has approved the Agreement and authorised any of its director(s) and/or certain individual(s) to act on its behalf to execute and deliver the Agreement to HSBC Broking Forex and the said resolution authorises named individuals to act on behalf of the Customer to enter orders through and give other instructions to, HSBC Broking Forex verbally by telephone, or in writing; 就公司客戶而言，客戶的董事局已通過決議案批准本合約，並授權其任何董事及／或某（些）個人代表其向滙豐金融外匯簽立及履行本合約；上述決議案乃授權列名的個人代表客戶行事，以電話或書面方式透過滙豐金融外匯達成指示及向滙豐金融外匯發出其他指示；
- (h) the Agreement has been validly executed by the Customer and constitutes a valid and legally binding agreement on the Customer enforceable in accordance with its terms; and 本合約已經由客戶有效地簽署，對客戶構成一項有效及具法律約束力的合約，並可按照其條款強制執行；及
- (i) the Agreement and its performance and the obligations provided in the Agreement do not and will not: 本合約、本合約的履行及本合約所載的各項義務均不，並且將不會：
- (i) contravene any Applicable Law; or 違反任何適用法律；或
- (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound; or 抵觸或導致違反客戶作為締約方、客戶須遵守或客戶的任何財產受其約束的任何協議或其他文件，或構成違反任何該等協議或文件；或
- (iii) (in the case of a corporate customer) contravene or conflict with any provision of the Customer's Memorandum and Articles of Association or Articles of Incorporation or By-Laws or other constitutional documents as appropriate and as the case may be. （就公司客戶而言）違反或抵觸客戶的組織章程大綱及細則、註冊章程、公司細則或其他憲章文件（視適用情況而定）的任何條文。

15.2 The Customer hereby warrants, represents and undertakes the following to HSBC Broking Forex on the date of the Account Opening Form and Customer Information Statement and throughout the currency of the Agreement:

客戶茲向滙豐金融外匯保證、聲明和承諾，於開戶表格和客戶資料聲明書的日期和本合約有效期間：

- (a) the Account Opening Form and Customer Information Statement shall form an integral part of the Customer Agreement; 開戶表格和客戶資料聲明書乃客戶合約之重要部份；
- (b) the Customer understands that suitability assessments (where applicable) would be made by HSBC Broking Forex based on information including without limitation, financial situation, investment experience and investment objectives provided by the Customer. The Customer agrees that the product suitability assessment will be adversely affected if such information provided by the Customer is not up-to-date, untrue, incomplete or inaccurate for which HSBC Broking Forex would not assume any responsibilities or liabilities; 客戶明白，滙豐金融外匯將根據客戶提供的資料（包括但不限於財務狀況、投資經驗及投資目標）進行適宜性評估（如適用）。客戶同意，如該等由客戶提供的資料非最新、不真實、不完整或不準確，產品的適宜性評估可能受到不利影響，滙豐金融外匯不會對此承擔任何責任或債務；
- (c) the Customer agrees and accepts that in no circumstances will HSBC Broking Forex or any of their nominees, custodians and/or agents be under any obligation or responsibility to apply for, or assist in the application for, any tax refund, tax concession, tax differences reclaim, preferential tax treatment or the like, including any tax credit or refund or a reduced tax rate or preferential tax treatment on interest, dividend, or any other distribution, proceeds or gains from

any investment or transaction and any tax differences reclaim as a result of any change of nationality or domicile or tax residency (collectively, "Tax Reclaim Arrangement") that may be available to the Customer. The Customer agrees and accepts that neither HSBC Broking Forex nor their nominees, custodians and/or agents shall be held liable for the loss of Tax Reclaim Arrangement or any other losses, damages, costs and/or expenses incurred or suffered by the Customer in this regard; and

客戶同意及接受，在任何情況下，滙豐金融外匯或其任何代名人、託管人及／或代理均沒有義務或責任就客戶可能享有的任何退稅、稅項減免、索回稅款差額、特惠稅項待遇或類似優惠（包括任何稅項抵免、退稅、降低稅率、有關任何投資或交易而產生的利息、股息或任何其他分派、收益或增益的特惠稅項待遇及因國籍、居住地或稅收居民身分轉變而產生的索回稅款差額（統稱「稅務索回安排」）提出申請或就有關申請提供協助。客戶同意及接受，滙豐金融外匯或其代名人、託管人及／或代理均不會就失去稅務索回安排或客戶就此而招致或蒙受的任何其他損失、損害、成本及／或開支承擔任何責任；及

- (d) the Account Opening Form and Customer Information Statement and any supporting documents (and, in the case of the Information Statement for Other Relevant Person(s), to procure the relevant person to warrant, represent and undertake that the relevant documents) are up-to-date, true, complete and accurate on the date of the Customer Agreement, and the Customer shall forthwith notify HSBC Broking Forex upon any changes in the information provided by the Customer and provide HSBC Broking Forex with the relevant information. Until and unless the Customer provides such notification and updated information, HSBC Broking Forex shall be entitled to rely fully on such information for all purposes and the Customer authorises HSBC Broking Forex to verify the same from any source it may deem fit.

開戶表格和客戶資料聲明書以及任何相關證明文件（如為其他相關人士資料聲明書，則促使相關人士保證、聲明和承諾相關文件）在客戶合約簽訂當日是最新、真實、完整及準確的；如客戶提供的資料有任何更改，客戶須立即通知滙豐金融外匯，並向滙豐金融外匯提供有關資料。直至及除非客戶提供該等通知及更新資料，在此之前，滙豐金融外匯有權在各方面完全依據該等資料，而客戶授權滙豐金融外匯在其認為適當的情況下查看資料來源以核實有關資料。

16. Joint Tenants (only applicable if the account is opened in the name of two or more individuals as joint tenants)

聯權共有人（只適用於由兩名或以上個人作為聯權共同人開立的帳戶）

Unless otherwise agreed in writing between HSBC Broking Forex and each joint tenant, each joint tenant hereby confirms, agrees and declares as follows:

除非滙豐金融外匯與每位聯權共有人另有書面協定，每位聯權共有人茲確認、同意並聲明如下：

- 16.1 he has entered into the Agreement as joint tenants with a right of survivorship.
他作為聯權共有人訂立本合約，享有生存者取得權。
- 16.2 the liabilities of each joint tenant under the Agreement shall be joint and several, and HSBC Broking Forex shall have a lien on the property (including without limitation the account(s)) of each joint tenant. For the avoidance of doubt, where HSBC Broking Forex claims the rights of set-off under these Terms of Business, the credit balance in the Customers' account may be set-off against the debit balance in other accounts held by one (1) or more of the joint tenants.
每位聯權共有人在本合約規定下的債務均為共同及各別債務，而滙豐金融外匯對每位聯權共有人的財產（包括但不限於其戶口）均享有留置權。為免產生疑問，如滙豐金融外匯要求行使本商業條款訂明的抵銷權，客戶戶口中的貸記結餘可用以抵銷一（1）位或多位聯權共有人所持其他戶口中的借記結餘。
- 16.3 HSBC Broking Forex's lien shall be additional to the rights and remedies of HSBC Broking Forex pursuant to the Agreement.
滙豐金融外匯的留置權須附加於滙豐金融外匯遵照本合約所享有的權利及補救措施之上。
- 16.4 each of the joint tenants severally shall have the authority to give trading instructions, exercise all rights, powers and discretion pursuant to the Agreement on behalf of the other joint tenant(s).
每位聯權共有人均有權各別地發出買賣指示，以及代表其他聯權共有人遵照本合約行使各項權利、權力及酌情權。
- 16.5 upon the death of any one (1) of the joint tenants, the following provisions shall be applicable:
如任何一（1）位聯權共有人身故，下列條文即屬適用：

- (a) HSBC Broking Forex may, in its absolute discretion, treat the death of such joint tenant as a default under the Agreement and take such action as HSBC Broking Forex shall deem fit, or accept and treat the instructions of the surviving joint tenant(s) as an affirmation of the validity of the Agreement;
滙豐金融外匯可自行酌情決定將聯權共有人身故視為本合約訂明的違約，並採取滙豐金融外匯認為適當的行動，或接受及視尚存聯權共有人的指示為本合約有效性的確認；
- (b) the estate of the deceased joint tenant shall have no interest in any property held by HSBC Broking Forex on behalf of the surviving joint tenant(s) as at the date of the deceased Customer's death or at any time thereafter;
逝世聯權共有人的遺產在滙豐金融外匯於該逝世客戶身故之日或此後任何時間代表尚存聯權共有人持有的任何財產中不再擁有任何權益；
- (c) the estate of the deceased joint tenant shall remain liable, jointly and severally with the surviving joint tenant(s), for any Deficit or any losses, costs and expenses (including legal costs) suffered or incurred by HSBC Broking Forex in relation to the Agreement and the matters contemplated in the Agreement, which exists at the date of the deceased joint tenant's death;
該逝世聯權共有人的遺產仍須為其身故之日已存在的任何虧損額或滙豐金融外匯就本合約及本合約中預期事項而蒙受或招致的任何損失、費用及支出（包括法律費用），與尚存聯權共有人共同及各別地作出承擔；
- (d) the surviving joint tenant(s) shall immediately notify HSBC Broking Forex of the death of any one (1) of them; and
如有任何一（1）名聯權共有人身故，尚存聯權共有人須立即通知滙豐金融外匯；及
- (e) the executor or administrator of the deceased joint tenant or the surviving joint tenant(s), as the case may be, shall produce and deliver to HSBC Broking Forex the original or a properly certified true and complete copy of the death certificate, tax waivers and any other relevant documents in relation to the death of the deceased joint tenant as HSBC Broking Forex may in its absolute discretion require.
逝世聯權共有人的遺囑執行人或遺產管理人或尚存聯權共有人（視情況而定），須向滙豐金融外匯出示及交付滙豐金融外匯可自行酌情要求並與逝世聯權共有人的身故有關的死亡證、稅收豁免證明書及任何其他有關文件的正本或經恰當地核證為真實及完整的副本。

17. Tenancy In Common (only applicable if the account is opened in the name of two or more individuals as tenants in common)

分權共有人（只適用於由兩名或以上個人作為分權共同人開立的戶口）

Unless otherwise agreed in writing, each tenant in common hereby confirms, agrees and declares as follows:
除非另有書面協定，每位分權共有人茲確認、同意並聲明如下：

- 17.1 each tenant in common has entered into the Agreement as a tenant-in-common.
每位分權共有人乃作為一位分權共有人訂立本合約。
- 17.2 the liabilities of each tenant in common under the Agreement shall be joint and several, and HSBC Broking Forex shall have a lien on the property (including without limitation the trading accounts) of each Customer. HSBC Broking Forex's lien shall be additional to the rights and remedies of HSBC Broking Forex pursuant to the Agreement. For the avoidance of doubt, where HSBC Broking Forex claims the rights of set-off under these Terms of Business, the credit balance in the Customers' account may be set-off against the debit balance in other accounts held by one (1) or more of the tenants in common.
每位分權共有人在本合約規定下的債務均為共同及各別債務，而滙豐金融外匯對每位客戶的財產（包括但不限於交易帳戶）均享有留置權。滙豐金融外匯的留置權須附加於滙豐金融外匯遵照本合約所享有的權利及補救措施之上。為免產生疑問，如滙豐金融外匯要求行使本商業條款訂明的抵銷權，客戶戶口中的貸記結餘可用以抵銷一（1）位或多位分權共有人的其他戶口中的借記結餘。
- 17.3 each tenant in common severally shall have the authority to give trading instructions to HSBC Broking Forex, exercise all rights, powers and discretion pursuant to the Agreement on behalf of the other tenant(s) in common.
每位分權共有人均有權各別地向滙豐金融外匯發出買賣指示，以及代表其他分權共有人遵照本合約行使各項權利、權力及酌情權。
- 17.4 upon the death of any one (1) of the tenants in common, the following provisions shall be applicable:
如任何一（1）位分權共有人身故，下列條文即屬適用：

- (a) HSBC Broking Forex may, in its absolute discretion, treat the death as a default under the Agreement and take such action as HSBC Broking Forex shall deem fit, or accept and treat the instructions of the surviving tenant(s) in common as an affirmation of the validity of the Agreement;
滙豐金融外匯可自行酌情決定將分權共有人的身故視為本合約訂明的違約，並採取滙豐金融外匯認為適當的行動，或接受及視尚存分權共有人的指示為本合約有效性的確認；
- (b) the estate of the deceased tenant in common shall remain liable, jointly and severally with the surviving tenant(s) in common, for any Deficit or any losses, costs and expenses (including legal costs) suffered or incurred by HSBC Broking Forex in relation to the Agreement and the matters contemplated in the Agreement, which exists at the date of the deceased tenant in common's death;
該逝世分權共有人的遺產仍須為其身故之日已存在的任何虧損額或滙豐金融外匯就本合約及本合約中預期事項而蒙受或招致的任何損失、費用及支出（包括法律費用）、與尚存分權共有人共同及各別地作出承擔；
- (c) the surviving tenant(s) in common shall immediately notify HSBC Broking Forex of the death of any one (1) of them; and
如有任何一（1）名分權共有人身故，尚存分權共有人須立即通知滙豐金融外匯；及
- (d) the executor or administrator of the deceased tenant in common or surviving tenant(s) in common, as the case may be, shall produce and deliver to HSBC Broking Forex the original or a properly certified true and complete copy of the death certificate, tax waivers and any other relevant documents in relation to the death of the deceased tenant in common as HSBC Broking Forex may in its absolute discretion require.
逝世分權共有人的遺囑執行人或遺產管理人或尚存分權共有人（視情況而定），須向滙豐金融外匯出示及交付滙豐金融外匯可自行酌情要求並與逝世分權共有人的身故有關的死亡證、稅收豁免證明書及任何其他有關文件的正本或經恰當地核證為真實及完整的副本。

18. Undertaking by HSBC Broking Forex
滙豐金融外匯的承諾

HSBC Broking Forex hereby undertakes to inform the Customer of any material change in relation to the following matters:

滙豐金融外匯茲承諾就以下列事項的任何重大變化知會客戶：

- (a) the name, address and CE number of HSBC Broking Forex and its registration status with the SFC;
滙豐金融外匯的名稱、地址及中央編號，以及其在證監會的註冊狀況；
- (b) the nature of service provided by HSBC Broking Forex to the Customer; and
滙豐金融外匯向客戶提供的服務的性質；及
- (c) the remuneration payable by the Customer to HSBC Broking Forex, and (if applicable) the details of margin requirements, interest charges, margin calls, and the circumstance under which the Customer's positions may be closed without the Customer's consent.
客戶向滙豐金融外匯應付的酬金，以及（如適用）保證金要求、利息收費、追繳保證金通知詳情，以及可在未經客戶同意下將客戶持倉平掉的情況。

19. Collection and disclosure of Customer Information
收集及披露客戶資料

19.1 Definitions
定義

Terms used in this Clause C, 19 shall have the meanings set out below.

本條（第 C.19 條）所用詞語具有下列涵義。

“**Authorities**” includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement

body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

「**權力機關**」包括對滙豐集團任何部分具有司法管轄權的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或以上各方的任何代理。

“**Compliance Obligations**” means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

「**合規責任**」指滙豐集團要遵守下列各項的責任：（a）任何法律或國際指引及內部政策或程序，（b）權力機關的任何要求或法律規定的申報、披露或其他責任；及（c）規定滙豐集團須核實客戶身分的法律。

“**Connected Person**” means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer’s behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to its relationship with the HSBC Group.

「**關連人士**」指客戶以外的人士或單位，而其資料（包括個人資料或稅務資料）乃由客戶（或客戶代表）向滙豐集團任何成員提供或滙豐集團任何成員因其他與提供服務有關的原因而獲得。關連人士可包括任何保證人、公司董事或高級職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士或單位，而該關係關乎客戶與滙豐集團之間的關係。

“**Controlling persons**” means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

「**控制人**」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，以及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

“**Customer Information**” means all or any of the following items relating to the Customer or a Connected Person, where applicable: (a) Personal Data, (b) information about the Customer, the Customer’s accounts, transactions, use of HSBC Broking Forex’s products and services and the Customer’s relationship with the HSBC Group and (c) Tax Information.

「**客戶資料**」指所有或任何有關客戶或關連人士的下列項目（如適用）：（a）個人資料；（b）關於客戶、客戶的戶口、交易、使用滙豐金融外匯產品及服務，以及客戶與滙豐集團關係的資料；及（c）稅務資料。

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

“**Financial Crime Risk Management Activity**” means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that HSBC Broking Forex or members of the HSBC Group may take.

「**金融罪行風險管理活動**」指滙豐金融外匯或滙豐集團成員為符合有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

“**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.

「**滙豐集團**」一併及分別指滙豐控股有限公司、其聯繫人、附屬公司、聯營單位及以上各方各自的分行及辦事處，而「**滙豐集團成員**」具有相同涵義。

“**Laws**” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC Broking Forex or a member of the HSBC Group.

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、滙豐集團任何成員與權力機關之間的協議，或權力機關之間適用於滙豐金融外匯或滙豐集團成員的協議或條約。

“**Personal Data**” means any information relating to an individual from which such individual can be identified.

「**個人資料**」指與一名個人有關的任何資料而從該等資料可確定該名個人的身分。

“**Services**” includes (a) the opening, maintaining and closing of the Customer’s accounts, (b) the provision of credit facilities and investment, dealing or related services or products, processing applications, credit and eligibility assessment, and (c) maintaining HSBC Broking Forex’s overall relationship with the Customer, including marketing services or products to the Customer, market research, insurance, audit and administrative purposes.

「**服務**」包括：（a）開立、維持及結束客戶的戶口；（b）提供信貸融資及投資、交易或相關服務或產品、處理申請、信貸及資格評估；及（c）維持滙豐金融外匯與客戶的整體關係，包括向客戶促銷服務或產品、市場調查、保險、審計及行政用途。

“**Substantial Owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

「**主要擁有人**」指直接或間接地享有一個單位多於 10% 的利潤或權益的任何個人。

“**Tax Authorities**” means Hong Kong or foreign tax, revenue or monetary authorities.

「**稅務機關**」指香港或外地稅務、納稅或金融機關。

“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC Broking Forex from time to time to confirm the Customer’s tax status or the tax status of a Connected Person.

「**稅務證明表格**」指稅務機關或滙豐金融外匯為確認客戶的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

“**Tax Information**” means documentation or information about the Customer’s tax status or the tax status of a Connected Person.

「**稅務資料**」指關於客戶稅務狀況或關連人士稅務狀況的文件或資料。

19.2 Collection, use and sharing of Customer Information

收集、使用及分享客戶資料

This Clause C, 19.2 explains how HSBC Broking Forex will use information about the Customer and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Circular to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Customer and other individuals (the “**Notice**”) also contains important information about how HSBC Broking Forex and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the Notice. HSBC Broking Forex and members of the HSBC Group may use Customer Information in accordance with this Clause C, 19 and the Notice.

本條（第 C.19.2 條）說明滙豐金融外匯如何使用關於客戶及關連人士的資料。有關適用於客戶及其他個人的個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（「**個人資料通知**」）亦載有有關滙豐金融外匯及滙豐集團如何使用該等資料的重要信息，客戶應一併閱讀本條及個人資料通知。滙豐金融外匯及滙豐集團成員可按本條（第 C.19 條）及個人資料通知使用客戶資料。

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

客戶資料不會向任何人士（包括滙豐集團其他成員）披露，除非：

- (a) HSBC Broking Forex is legally required to disclose;
滙豐金融外匯須依法作出披露；
- (b) HSBC Broking Forex has a public duty to disclose;
滙豐金融外匯有公眾責任作出披露；
- (c) HSBC Broking Forex’s legitimate business purposes require disclosure;
滙豐金融外匯因正當商業用途而須披露；

- (d) the disclosure is made with the data subject's consent; and/or
獲資料當事人同意作出披露；及／或
- (e) it is disclosed as set out in this Clause C, 19 or the Notice.
按本條（第 C.19 條）或個人資料通知所載作出披露。

Collection

收集

- (i) HSBC Broking Forex and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by HSBC Broking Forex or on behalf of HSBC Broking Forex or the HSBC Group, and may be collected from the Customer directly, from a person acting on behalf of the Customer, from other sources (including from publicly available information), and it may be generated or combined with other information available to HSBC Broking Forex or any member of the HSBC Group.

滙豐金融外匯及滙豐集團其他成員可收集、使用及分享客戶資料。滙豐金融外匯、滙豐金融外匯的代表或滙豐集團的代表可要求取得客戶資料，而客戶資料可直接從客戶、或從代表客戶的人士或其他來源（包括公開資料）收集，亦可與滙豐金融外匯或滙豐集團任何成員獲取的其他資料產生或綜合。

Use

使用

- (ii) HSBC Broking Forex and members of the HSBC Group may use, transfer and disclose Customer Information (1) in connection with the purposes set out in this Clause C, 19 or Schedule 2 (applicable to Customer Information other than Personal Data), (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by HSBC Broking Forex or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((1) to (3) are collectively referred to as the “Purposes”).

滙豐金融外匯及滙豐集團成員可為下列用途使用、轉移及披露客戶資料：（1）本條（第 C.19 條）或附表 Schedule 2（適用於非個人資料的客戶資料）所載用途；（2）個人資料通知（適用於個人資料）所載用途；及（3）為任何用途（不論是否有意對客戶採取不利行動）而將客戶資料與滙豐金融外匯或滙豐集團持有的任何資料進行核對（第（1）至（3）項統稱「用途」）。

- (iia) Without limiting the generality of Clause C, 19.2(ii), such use, transfer and disclosure may include HSBC Broking Forex and its Relevant Affiliates using Customer Information collected in respect of an account with any of them in relation to another account with any of them where the Customer Information relates to the same person, regardless of whether the person concerned is an account holder or a Connected Person of an account.

在不限制條款 C.19.2（ii）的一般情況下，不論該人士為帳戶持有人或帳戶的關連人士，當其資料相關於相同人士時，該「使用、轉移及披露」可能包括滙豐金融外匯及相關聯繫人使用從任何牽涉該人士之帳戶中所收集的相關客戶資料，於其他牽涉該人士之帳戶。

Sharing

分享

- (iii) HSBC Broking Forex may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the Notice (who may also use, transfer and disclose such Customer Information for the Purposes) and Schedule 2 (applicable to Customer Information other than Personal Data).

滙豐金融外匯可在因應用途所必需和適當的情況下，向個人資料通知所載的接收者（可為用途而使用、轉移及披露客戶資料）和附表 Schedule 2（適用於非個人資料的客戶資料）所載的接收者轉移及披露任何客戶資料。

The Customer's Obligations

客戶的責任

- (iv) The Customer shall, upon signing of the Agreement and from time to time at the request of HSBC Broking Forex, complete and submit the Account Opening Form and Customer Information Statement provided by HSBC Broking Forex to the Customer, which shall contain detailed questions concerning the Customer which may be required by HSBC Broking Forex. The Customer shall provide in the Account Opening Form and Customer Information Statement such information, including but without limitation, financial data concerning the Customer as HSBC Broking Forex may request.

客戶須於簽署本合約時或應滙豐金融外匯不時的要求而填寫和交回由滙豐金融外匯提供予客戶的開戶表格和客戶聲明書，開戶表格和客戶聲明書載有滙豐金融外匯所規定並與客戶有關的詳細問題。客戶須於開戶表格和客戶聲明書內提供滙豐金融外匯所要求並與客戶有關的資料，包括但不限於財務資料。

- (v) The Customer agrees to promptly, and in any event, within thirty (30) days, (A) furnish appropriate financial statements (if applicable) to HSBC Broking Forex, (B) disclose to HSBC Broking Forex any material changes in the financial position of the Customer, (C) furnish such Customer Information as HSBC Broking Forex or the HSBC Group may reasonably request, (D) notify HSBC Broking Forex in writing if any of the representations contained in the Agreement cease to be up-to-date, true, complete and accurate in all material respects, (E) notify HSBC Broking Forex of the occurrence of an Event of Default upon its occurrence and (F) notify HSBC Broking Forex if there are any changes to Customer Information supplied to HSBC Broking Forex or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from HSBC Broking Forex or a member of the HSBC Group.

客戶同意從速（在任何情況下於三十（30）日內）：（A）向滙豐金融外匯提交合適的財務報表（如適用）；（B）向滙豐金融外匯披露客戶財政狀況的任何重大變動；（C）提交滙豐金融外匯或滙豐集團可合理要求的客戶資料；（D）以書面方式將本合約所載任何聲明在各重大方面不再是最新、真實、完整及準確的情況知會滙豐金融外匯；（E）於違約事件發生時知會滙豐金融外匯；及（F）通知滙豐金融外匯不時提供予滙豐金融外匯或滙豐集團成員的客戶資料的任何變更。客戶亦同意從速回應滙豐金融外匯或滙豐集團成員就提供客戶資料的任何要求。

- (vi) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to HSBC Broking Forex or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause C, 19, Schedule 2, and the Notice (as may be amended or supplemented by HSBC Broking Forex from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

客戶確認每名關連人士（指本身的資料（包括個人資料或稅務資料）經已或將會被提供予滙豐金融外匯或滙豐集團成員者）已獲通知及同意（或在有關時候會獲通知及同意）本條（第 C.19 條）、附表 Schedule 2 和個人資料通知所載的資料（可由滙豐金融外匯不時修訂或補充）已作處理、披露及轉移。客戶須知會任何該等關連人士，彼等有權取得及改正其個人資料。

- (vii) The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit HSBC Broking Forex to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms of Business. The Customer agrees to inform HSBC Broking Forex promptly in writing if it is not able or has failed to comply with the obligations set out in (iv) and (v) in any respect.

客戶同意，滙豐金融外匯可按本商業條款所述方式使用、儲存、披露、處理及轉移所有客戶資料，並作出任何適用資料保障法律或保密法律不時要求的行動，以容許滙豐金融外匯如上述行事。客戶同意，如未能或未有在任何方面遵守第（iv）及（v）項所載的責任，會從速以書面方式通知滙豐金融外匯。

- (viii) Where:
如：

- (A) the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by HSBC Broking Forex; or
客戶或任何關連人士未有按滙豐金融外匯合理的要求從速提供客戶資料；或

- (B) the Customer or any Connected Person withholds or withdraws any consents that HSBC Broking Forex may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer); or
客戶或任何關連人士拒絕給予或撤回滙豐金融外匯為用途（不包括向客戶促銷或推廣產品及服務）處理、轉移或披露客戶資料所需的任何同意；或
- (C) HSBC Broking Forex has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
滙豐金融外匯或滙豐集團成員就金融罪行或相關風險產生懷疑，

HSBC Broking Forex may:

滙豐金融外匯：

- (I) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
可能無法向客戶提供新服務或繼續提供全部或部分服務，並保留終止滙豐金融外匯與客戶關係的權利；
- (II) take actions necessary for HSBC Broking Forex or a member of the HSBC Group to meet the Compliance Obligations; and
可作出所需行動，以使滙豐金融外匯或滙豐集團成員符合合規責任；及
- (III) block, transfer or close the Customer's account(s) where permitted under local Laws.
在本地法律許可的情況下可封鎖、轉移或結束客戶的戶口。

In addition, if the Customer fails to supply promptly its, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then HSBC Broking Forex may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require HSBC Broking Forex or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

另外，如客戶未有按要求從速提供客戶或關連人士的稅務資料及隨附的聲明書、豁免書及同意書，滙豐金融外匯可自行判斷有關該客戶或該關連人士的狀況，包括客戶或關連人士需否向稅務機關申報。滙豐金融外匯或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並將有關金額支付予適當的稅務機關。

19.3 Financial Crime Risk Management Activity

金融罪行風險管理活動

- (a) Financial Crime Risk Management Activity may include: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Customer or a Connected Person; and
金融罪行風險管理活動包括：（A）審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何客戶或替客戶收取或支付的款項；（B）調查款項的來源或預定收款人；（C）綜合客戶資料和滙豐集團持有的其他相關資料；及（D）對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認客戶或關連人士的身分及狀況；及
- (b) HSBC Broking Forex and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC Broking Forex nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.
滙豐金融外匯及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理客戶的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對客戶或任何第三方全部或部分因金融罪行風險管理活動的進行而以任何方式產生並蒙受或招致的任何損失，滙豐金融外匯及滙豐集團任何成員均毋須向客戶或第三方負責。

19.4 Tax Compliance

稅務合規

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by HSBC Broking Forex or members of the HSBC Group. Each Connected Person acting in its capacity as a Connected Person also makes the same acknowledgement in its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither HSBC Broking Forex nor any member of the HSBC Group provides tax advice. The Customer should seek independent legal and tax advice. Neither HSBC Broking Forex nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by HSBC Broking Forex or members of the HSBC Group.

客戶確認會自行負責了解及遵守客戶在所有司法管轄區有關及因開立及使用戶口或滙豐金融外匯或滙豐集團成員提供的服務而引起的稅務責任（包括繳稅，或提交報稅表或有關繳交所有相關稅項的其他所需文件）。各關連人士亦以其關連人士身分為本身作出相同承諾。若干國家的稅務法例可能具跨領域效用，而不論客戶或關連人士的居藉、住處、公民身分或註冊成立地點。滙豐金融外匯及滙豐集團任何成員均不提供稅務意見。客戶應尋求獨立的法律及稅務意見。至於客戶在任何司法管轄區可能引起的稅務責任（包括任何與開立及使用戶口及滙豐金融外匯或滙豐集團成員提供的服務具體相關的稅務責任），滙豐金融外匯及任何滙豐集團成員均毋須負責。

19.5 Miscellaneous

雜項

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause C, 19 and those in or governing any other service, product, business relationship, account or agreement between the Customer and HSBC Broking Forex, this Clause C, 19 shall prevail; and

如本條（第 C.19 條）的任何條文與客戶與滙豐金融外匯之間的任何其他協議所載者或規管任何其他服務、產品、業務關係或戶口的任何其他協議所載者有任何抵觸或不一致，概以本條（第 C.19 條）為準；及

- (ii) If all or any part of the provisions of this Clause C, 19 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause C, 19 in that jurisdiction.

如本條（第 C.19 條）的全部或任何部分條文在任何司法管轄區的法律下在任何方面變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本條（第 C.19 條）的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

19.6 Survival upon Termination

終止後繼續有效

This Clause C, 19 shall continue to apply notwithstanding any termination by the Customer or HSBC Broking Forex or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's accounts.

即使客戶、滙豐金融外匯或滙豐集團成員終止向客戶提供任何服務或客戶的任何戶口結束，本條（第 C.19 條）得繼續有效。

20. Implied Duties

隱含責任

- 20.1 Exclusion of Duties. Subject to any duties, obligations and responsibilities required by law, HSBC Broking Forex and any member of the HSBC Group shall only have those duties, obligations and responsibilities as expressly specified in the Agreement and shall have no implied duties, obligations or responsibilities (whether implied by law or otherwise).

排除責任。除法律下要求的職責，義務及責任，滙豐金融外匯及任何滙豐集團成員的職責，義務及責任僅限於本合約內明確列明之職責，義務及責任，而不包括任何隱含的職責，義務或責任（不論根據法律而隱含與否）。

21. Customer Complaints
客戶投訴

- 21.1 Complaints Officer. The Customer shall have the right to make complaints in relation to the provision of service to the Complaints Officer.
投訴主任。客戶有權就獲提供的服務向投訴主任投訴。
- 21.2 All complaints or grievances to be made or given by the Customer to HSBC Broking Forex should be directed to the Complaints Officer at the Regulatory Compliance Department at (852) 3989 8291.
客戶向滙豐金融外匯作出或提出的所有投訴和申訴均須直接交由監管合規部的投訴主任處理，聯絡電話為(852) 3989 8291。

22. Dispute Settlement
解決爭議

- 22.1 Dispute Settlement by Arbitration. Pursuant to section 118(1)(b) of the SFO, the Customer shall have the right to settle any dispute between the Customer and HSBC Broking Forex regarding or touching upon any matter concerning the carrying on of Leveraged Foreign Exchange trading by arbitration. Such arbitration shall be conducted in accordance with the Securities and Futures (Leveraged Foreign Exchange Trading) (Arbitration) Rules made under section 118(2) of the SFO. In the absence of request from the Customer as aforesaid, HSBC Broking Forex shall have the right to settle the dispute by arbitration or judicial proceedings as it deems appropriate.
以仲裁方式解決爭議。根據證券及期貨條例第 118 (1) (b) 章，客戶有權通過仲裁就客戶與滙豐金融外匯之間的任何爭議或涉及關於履行槓桿式外匯買賣的任何事項。有關仲裁將按照證券及期貨條例第 118 (2) 章項下的證券及期貨（槓桿式外匯買賣）（仲裁）條例進行。如客戶未有如前述般提出要求，滙豐金融外匯將有權通過其認為合適的仲裁或司法程序處理爭議。
- 22.2 Award of Arbitrators. The award of the arbitrators shall be final and judgement upon the award rendered may be entered in any court having jurisdiction.
仲裁員的裁決。仲裁員的裁決得為終局性，而仲裁裁決可由具有司法管轄權的任何法院判決執行。
- 22.3 Judicial Proceedings as Dispute Resolution. In the event that the Customer does not agree on arbitration as the means of dispute resolution, then the Parties hereto may initiate judicial proceedings.
以司法程序解決爭議。如客戶不同意以仲裁方式解決爭議，則本合約任何一方均可主動提起司法程序。

23. Jurisdiction and Governing Law
司法管轄權及管轄法律

The validity, construction, interpretation and enforcement of the Agreement shall be governed by the laws of Hong Kong and the Parties hereto, subject to Clause C, 22 above, irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, actions or proceeding arising out of or in connection with the Agreement, provided that nothing contained in this Clause shall preclude the taking of proceedings in any other court of competent jurisdiction.

本合約的效力、解釋、詮釋及強制實施須受香港法律管轄，締約雙方並在上文第 C.22 條的規限下，不可撤銷地同意，源自或涉及本合約的任何訴訟、法律行動或程序均須受香港法院的非專屬性司法管轄權所管轄，但本條款並無任何內容可禁止在具司法管轄權的任何其他法院提起法律程序。

24. Language
語言

These Terms of Business may have been prepared and delivered to the Customer in the Chinese language for the Customer's convenience. It is expressly understood and agreed that in the event of conflict or inconsistency between the English and Chinese versions of these Terms of Business, the English language version of these Terms of Business shall prevail for all purposes. The Customer confirms that the Customer has received and understands the English version of the Agreement.

本商業條款可能已備有中文本並已遞給客戶以便客戶細閱。客戶清楚明白並同意，本商業條款的中英文本如有任何抵觸或歧義，就各方面而言皆以英文本為準。客戶確認已獲得和明白本合約的英文本。

25. Taxation
稅務

- 25.1 All payments to HSBC Broking Forex under or in connection with a transaction and/or service must be paid in full. The Customer will not deduct any sums owed by HSBC Broking Forex to the Customer from

any payments made or to be made by the Customer under or in connection with a transaction and/or service. If a deduction on account of tax or a similar charge or for any other reason is required by applicable laws or regulations, or HSBC Broking Forex are later obliged under applicable laws and regulations to return any money received by HSBC Broking Forex in payment of the amount owing, the Customer must make up the payment so that HSBC Broking Forex receives the full amount owing under a transaction and/or service.

所有於交易及／或服務項下或與其有關而向滙豐金融外匯作出的付款必須全數支付。客戶均不得從客戶作出或將會作出於交易及／或服務項下或與其有關的任何付款中扣除滙豐金融外匯欠下客戶的任何款項。如適用法律規定須扣除稅款或類似的收費或因任何其他原因而作出的扣除，或適用的法律及規例規定滙豐金融外匯其後須交還任何就欠款所向滙豐金融外匯支付的任何金額，客戶必須補足差額，以使滙豐金融外匯全數收到交易及／或服務項下到期應付的款項。

- 25.2 The Customer agrees that any termination of a transaction and/or service is subject to the condition that no money that HSBC Broking Forex received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of a transaction and/or service, HSBC Broking Forex is later obliged under applicable laws and regulations to return any money received by it in payment of the amount owing, the Customer will remain liable for making up the shortfall or the remaining balance so that HSBC Broking Forex will receive the full amount owing under or in connection with the transaction and/or service, and HSBC Broking Forex has a right to claim against the Customer for the shortfall or the remaining balance as if HSBC Broking Forex had never terminated the transaction and/or service.

客戶同意終止交易及／或服務的先決條件是滙豐金融外匯所收到的支付欠款的款項不會於其後須根據任何適用的法律或規例規定被退還或扣減。若終止交易及／或服務後，滙豐金融外匯之後須根據適用的法律或規例規定退還任何所收到的支付欠款的款項，則客戶仍然有責任支付差額或任何餘款，以確保滙豐金融外匯能全數收到交易及／或服務項下或與其有關的到期款項，而滙豐金融外匯有權向客戶追討該差額或任何餘款，猶如滙豐金融外匯從未終止交易及／或服務。

- 25.3 The Customer hereby confirms that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of a transaction and/or service whether under the applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where the Customer may reside, would be the Customer's responsibility. The Customer will upon HSBC Broking Forex's request, deliver promptly evidence satisfactory to HSBC Broking Forex that the Customer has complied with applicable deduction or withholding obligations. The Customer holds HSBC Broking Forex harmless and agrees to fully indemnify HSBC Broking Forex on demand for all consequences of any failure to comply with such obligations including any claim which may be made against HSBC Broking Forex by any authorities. Clauses C, 25.1, C, 25.2 and C, 25.3 will continue to be effective after the termination of the relevant transaction and/or service.

客戶確認，根據香港適用的法律或規例或任何其他客戶可能居住的國家而適用的法律或規例項下有關交易及／或服務的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）為客戶的責任。客戶將應滙豐金融外匯的要求從速向滙豐金融外匯提供滙豐金融外匯認為滿意的證據，以證明客戶已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就此向滙豐金融外匯作出的任何申索，客戶確保滙豐金融外匯不會招致任何損失，並同意應要求對滙豐金融外匯作出全部彌償。第 C.25.1、C.25.2 及 C.25.3 條於終止交易及／或服務後仍然繼續有效。

26. Indemnity 彌償保證

The Customer undertakes to indemnify HSBC Broking Forex and its officers, employees and agents or any Affiliated Company for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Customer of its obligations under the Agreement or any other ancillary document in relation thereto, or the Customer's failure to provide up-to-date, true, complete and accurate information requested by HSBC Broking Forex in discharging HSBC Broking Forex's regulatory or legal duties (including but not limited to the Customer's financial situation, investment experience and investment objectives), including without limitation, any costs reasonably incurred by HSBC Broking Forex in collecting any debts due to HSBC Broking Forex or in connection with the closure of any account of the Customer with HSBC Broking Forex.

客戶因違反其在本合約或任何其他與之有關的附屬文件項下的義務或客戶未能應滙豐金融外匯要求，為滙豐金融外匯履行其監管或法律責任提供最新、真實、完整及準確的資料（包括但不限於客戶的財政狀況、投資經驗及投資目標）而引起或與之有關的任何損失、成本、索償、責任或開支，包括但不限於，滙豐金融外匯在收取應付滙豐金融外匯的任何債務或就取消客戶在滙豐金融外匯處設立的任何戶口而合理地引致的任何成本，客戶承諾向滙豐金融外匯及其高級人員、僱員及代理或任何聯營公司作出彌償。

Schedule 1

附表 1

(A) Risk Disclosure Statements In Relation To Trading In Leveraged Foreign Exchange Contracts

有關買賣槓桿式外匯合約的風險披露聲明書

Risk of Trading in LFE Contracts and of Margin Trading

買賣槓桿式外匯合約與孖展交易的風險

The risk of loss in LFE Contracts trading can be substantial. The risk of loss in financing a transaction by deposit of collateral is significant. The Customer may sustain losses in excess of the Customer's initial margin funds, cash and other assets deposited as collateral with HSBC Broking Forex. Market conditions (eg. illiquidity) may make it difficult or impossible for HSBC Broking Forex to quote the bid and ask prices for a LFE Contract. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit or avoid losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Customer may be called upon at short notice to deposit additional margin deposits or interest payments. If the required margin deposits or interest payments are not provided within the prescribed time, the Customer's position or collateral may be liquidated without the Customer's consent. The Customer will remain liable for any resulting deficit in the Customer's account and interest charged on the Customer's account. The Customer should therefore carefully consider whether such trading is suitable in light of the Customer's own financial position, investment experience and investment objectives.

槓桿式外匯合約買賣的虧損風險可以極大。通過存放抵押品為交易取得融資的虧損風險是重大的。客戶所蒙受的虧損可能會超過最初存入的保證金數額、現金及存放在滙豐金融外匯作為抵押品的其他資產。市場狀況（例如流通不足）可能使滙豐金融外匯難以或無法為合約取得買入及賣出報價。即使設定了附帶條件的指令，例如「止蝕」或「限價」等指令，亦未必能夠限制或避免損失至原定金額。市槓桿式外匯場情況可能使該等指令無法執行。客戶可能會在短時間內被要求存入額外的孖展按金或利息款項。如未能在指定的時間內提供所需保證金或利息款項，客戶的持倉或抵押品可能會在無須客戶同意的情況下被平倉。然而，客戶仍須對客戶的帳戶內任何因此而出現的虧損額和利息收費負責。因此，客戶應根據本身的財政狀況、投資經驗及投資目標，審慎考慮是否適合進行有關交易。

(B) Risk Disclosure Statement In Relation To Customer's Assets

有關客戶資產的風險披露聲明書

The Customer's assets received or held by HSBC Broking Forex outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

滙豐金融外匯在香港以外地區取得或持有的客戶資產均須受相關海外司法管轄區的適用法律及條例管制，該等法律及條例可能與《證券及期貨條例》（第 571 章）及據此條例訂立的規則有所不同。因此，有關客戶資產所受的保障未必與在香港取得或持有客戶資產所獲賦予的保障相同。

(C) Risk Disclosure Statement In Relation To Faxed Instructions

與傳真指示有關的風險披露聲明書

The Customer shall consider the possible risks inherent in the giving of instructions or provision of documents by facsimile. Non-original signatures on the facsimiles may be forged and instructions or documents given by facsimile may be transmitted to wrong numbers, may never reach HSBC Broking Forex or any Relevant Affiliate (as applicable) and may thereby become known to third parties thus losing their confidential nature. Neither HSBC Broking Forex nor any Relevant Affiliate (as applicable) accepts any responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage, or cost arising or incurred by the Customer as a result of or in connection with any such circumstances or the giving of any such instructions or documents by facsimile. The Customer is and continues to be solely responsible for making his/its own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions or documents. Accordingly, the Customer shall not authorise or require HSBC Broking Forex or any Relevant Affiliate (as applicable) to accept, or send to HSBC Broking Forex or any Relevant Affiliate (as applicable), instructions or documents by facsimile unless the Customer is prepared to undertake such risks and has satisfied himself/itself in all respects with regard to such action.

客戶應考慮到以圖文傳真發出指示或提供文件的潛在風險。圖文傳真的非簽署原跡可能遭偽冒，而經圖文傳真發出的指示或文件可能傳送至錯誤號碼，可能永遠無法送達滙豐金融外匯或任何相關聯繫人（如適用），並且可能因此而使第三方知道，從而喪失其機密性質。對於發生任何上述情況或由於任何上述情況或用圖文傳真發出任何上述指示或文件或與之有關而產生或使客戶招致的任何訴訟、索賠、損失、損害或費用，滙豐金融外匯或任何相關聯繫人（如適用）均不承擔任何責任。對於與發出任何上述指示或文件有關的任何潛在風險，客戶必須並繼續全權負責自行作出獨立鑒別及評估。因此，客戶不應授權或要求滙豐金融外匯或任何相關聯繫人（如適用）接受或發出圖文傳真指示或文件，除非客戶準備承擔上述各項風險，並且已經完全滿意上述有關授權或要求。

Schedule 2

附表 2

The following terms supplement Clause C, 19 and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Schedule 2 shall have the meanings set out in Clause C, 19 of these Terms of Business.

下列條文涉及使用、儲存、處理、轉移及披露非屬個人資料的客戶資料，並作補充第 C.19 條之用。本附表（附表 2）所用詞語的涵義與在本商業條款第 C.19 條所用者相同。

Use of Customer Information other than Personal Data

使用非屬個人資料的客戶資料

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

客戶資料（個人資料除外）可作下列用途之用：

- (1) considering applications for Services;
考慮就服務作出的申請；
- (2) approving, managing, administering or effecting Services or any transaction that the Customer requests or authorises;
審批、管理、執行或提供服務或客戶要求或授權的任何交易；
- (3) meeting Compliance Obligations;
遵守合規責任；
- (4) conducting Financial Crime Risk Management Activity;
進行金融罪行風險管理活動；
- (5) collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;
向客戶及為客戶債務提供擔保或抵押的人士追收任何欠款；
- (6) conducting credit checks and obtaining or providing credit references;
進行信用檢查及獲取或提供信貸資料；
- (7) enforcing or defending HSBC Broking Forex's or a member of the HSBC Group's rights;
行使或保衛滙豐金融外匯或滙豐集團成員的權利；
- (8) meeting internal operational requirements of HSBC Broking Forex or the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
遵守滙豐金融外匯或滙豐集團的內部營運規定（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- (9) creating and maintaining HSBC Broking Forex's credit and risk related models;
設立及維持滙豐金融外匯的信貸和風險相關模式；
- (10) ensuring ongoing credit worthiness of the Customer and of those providing guarantee or security for the Customer's obligations;
確保客戶及為客戶債務提供擔保或抵押的人士繼續維持可靠信用；
- (11) marketing, designing, improving or promoting Services or related products to the Customer (and to Connected Persons to the extent permissible by Laws) and conducting market research;
向客戶（及如法律許可，關連人士）促銷、設計、改善或推廣服務或相關產品，以及進行市場調查；
- (12) determining the amount of indebtedness owed to or by the Customer and by those providing guarantee or security for the Customer's obligations;
確定滙豐金融外匯對客戶的負債額，或客戶或為客戶債務提供擔保或抵押的人士對滙豐金融外匯的負債額；

- (13) complying with any obligations, requirements or arrangements that HSBC Broking Forex or any member of the HSBC Group is expected to comply according to:
遵守滙豐金融外匯或滙豐集團任何成員根據以下各項預期會遵守的任何責任、規定或安排：
- (i) any Laws or Compliance Obligations;
任何法律或合規責任；
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
與對滙豐集團整體或任何部分具有司法管轄權的任何權力機關現在或將來訂立的任何合約或其他承諾；或
 - (iv) any agreement or treaty between Authorities;
權力機關之間的任何協議或條約；
- (14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、規定、政策、程序、措施或安排；
- (15) meeting any obligations, demand or request from Authorities;
遵守權力機關施加的任何責任、指令或要求；
- (16) enabling an actual or proposed assignee of HSBC Broking Forex, or participant or sub-participant of HSBC Broking Forex's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
促使滙豐金融外匯的實際或建議承讓人或滙豐金融外匯對客戶的權利的參與人或附屬參與人，能評核擬轉讓、參與或附屬參與的交易；
- (17) maintaining HSBC Broking Forex's or the HSBC Group's overall relationship with the Customer; and
維持滙豐金融外匯或滙豐集團與客戶的整體關係；及
- (18) any purposes relating or incidental to any of the above.
與上述任何一項相關或有連帶關係的用途。

Sharing and Transfer of Customer Information other than Personal Data

分享及轉移非屬個人資料的客戶資料

HSBC Broking Forex may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any of Customer Information (other than Personal Data) to all such persons as HSBC Broking Forex may consider necessary (wherever located) including:

滙豐金融外匯因應所有或任何用途在必要及適當時可向滙豐金融外匯認為必要的所有人士（不論身在何處）轉移、分享、交換及披露任何客戶資料（個人資料除外），該等人士包括：

- (a) any member of the HSBC Group;
滙豐集團任何成員；
- (b) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
滙豐集團的任何代理、承包商、分判商、服務供應商或聯繫人（包括以上各方的僱員、董事及高級職員、代理、承包商、服務供應商及專業顧問）；
- (c) any Authorities;
任何權力機關；

- (d) anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by HSBC Broking Forex or any member of the HSBC Group for the Customer);
代表客戶行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司（如該等證券由滙豐金融外匯或任何滙豐集團任何成員代客戶持有）；
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
收購服務權益或涉及服務的權益或承擔服務風險或涉及服務的風險的任何一方；
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
其他財務機構、信貸資料機構或信貸管理機構，以獲取或提供信貸資料；及
- (g) any party involved in any business transfer, disposal, merger or acquisition by HSBC Broking Forex or any member of the HSBC Group.
涉及滙豐金融外匯或滙豐集團任何成員的任何業務轉讓、出讓、合併或收購的任何一方。

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