

**TERMS AND CONDITIONS FOR SECURITIES MARGIN TRADING SERVICES**

<b>*Quick Facts of Securities Margin Trading Services</b>		
<b>Service Features</b>		<b>For More Information</b>
Types of Services Offered	<p><u>Securities Margin Trading Service</u></p> <ul style="list-style-type: none"> <li>We may act on your trading Instructions, including your Instructions to purchase, subscribe, sell or dispose of securities; and to deliver documents of title or any other instruments relating to securities.</li> <li>Where we receive an Instruction from you to purchase or subscribe for securities, we will inform you as soon as practicable whether the relevant securities are Ineligible Securities. We have the right to refuse to finance a purchase or subscription of Ineligible Securities.</li> <li>Where your Instruction does not relate to Ineligible Securities, we will inform you of the Stock Margin Ratio of each of the relevant securities.</li> </ul> <p><u>Custodian Service</u></p> <ul style="list-style-type: none"> <li>We may hold or arrange for securities to be held in safe custody.</li> <li>We may deposit and withdraw securities in accordance with your Instructions.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clauses 2, 3 and 4
<b>Key Terms</b>		<b>For More Information</b>
Instructions	<ul style="list-style-type: none"> <li>We may accept at our discretion Telephone Instructions or Internet Instructions relating to sale or purchase of securities or other matters in connection with the Services.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clause 10
Overdraft Facility	<ul style="list-style-type: none"> <li>We agree to grant you Overdraft Facility up to the Maximum Principal Amount, to be used through the Securities Margin Settlement Account.</li> <li>We may modify the facility limit of or cancel or terminate the Overdraft Facility and demand immediate payment of all moneys and sums due or owing from you by giving notice at any time.</li> <li>No advance under the Overdraft Facility will be made if it will cause the Maximum Principal Amount to be exceeded.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clauses 5 and 6
Customer's Obligation	<ul style="list-style-type: none"> <li>You are required to monitor and maintain Loan amount and Portfolio Margin Ratio in accordance with our requirements at all times.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clause 8
Fees and Expenses	<ul style="list-style-type: none"> <li>You are required to pay fees and expenses for the Services according to the bank tariff guide.</li> <li>We will debit any fees and expenses payable by you from any of your accounts. If such debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any interest and fees accruing on the outstanding amount at such rate as we may specify.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clauses 3.4(a)(iii) and 6.2(b)
Termination of Services	<ul style="list-style-type: none"> <li>We may terminate the Securities Margin Trading Service Account or the Securities Margin Settlement Account (or both) by giving to you not less than 30 days' prior written notice.</li> <li>You may terminate the Securities Margin Trading Service Account and the Securities Margin Settlement Account by giving to us not less than 30 days' prior written notice.</li> <li>If any Event of Default occurs, we have the right to terminate the Services and close the Securities Margin Trading Service Account and the Securities Margin Settlement Account with immediate effect without notice to you.</li> </ul>	Securities Margin Trading Services Terms and Conditions – Clause 14

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

## TERMS AND CONDITIONS FOR SECURITIES MARGIN TRADING SERVICES

**IMPORTANT! Before you use the Securities Margin Trading Services, please read these Terms and Conditions carefully. We draw your particular attention to the risk disclosures set out in Appendix 2 to these Terms and Conditions.**

**By using the Securities Margin Trading Services (which includes setting up an Account), you will be considered to have accepted these Terms and Conditions and will be bound by them.**

### 1. Definitions and Interpretation

Terms used in this document (including the Appendices) are defined in Appendix 1. The rules for interpreting the provisions of this document are also set out in Appendix 1.

### 2. Provision of Securities Margin Trading Services

#### 2.1 Available Securities Margin Trading Services

- (a) We may provide Securities Margin Trading Services on these Terms and Conditions and such other terms and conditions as we may specify. We have the right to do the following (or any of them) from time to time without prior notice:
  - (i) introduce new (or new types of) services;
  - (ii) vary, suspend or withdraw any existing (or existing type of) services; and
  - (iii) specify or vary the scope and extent of the services.
- (b) We may (but have no obligation to) provide the following Securities Margin Trading Services (or any of them) to you:
  - (i) opening and maintaining the Securities Margin Trading Service Account and the Securities Margin Settlement Account;
  - (ii) an Overdraft Facility subject to Clause 5;
  - (iii) hold or to arrange for securities to be held in safe custody and to register securities in such name(s) as we consider appropriate and in your name or our nominee's name in compliance with all Applicable Regulations;
  - (iv) hold securities which are not fully paid, subject to such conditions as we may specify;
  - (v) purchase or subscribe for any type of Securities or other investments in accordance with your Instructions subject to the availability of the funds required for such purpose;
  - (vi) sell or otherwise dispose of securities and to deal with the proceeds and to enter into any agreement or instrument on your behalf in connection with securities, in each case either in accordance with Instructions or pursuant to the provisions of these Terms and Conditions;
  - (vii) deliver the documents of title and any other instruments relating to securities (which are not Charged Securities) to you or to your order in accordance with your Instructions at your risk;
  - (viii) request, collect, receive and make payments or distributions attributable to securities arising from any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption, disposal or other dealing and to take any action as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement;
  - (ix) non-discretionary investment management services;
  - (x) commentaries, financial information and data relating to any market or investments;
  - (xi) eAlerts Service for displaying messages on your communication equipment; and
  - (xii) any other services as we may agree with you from time to time.

#### 2.1A Scope of services

- (a) In relation to the purchase and/or sale of any product:
  - (i) we may solicit the sale of or recommend a product to you in accordance with Clause 2.1B(a)(i) or (iii); and/or
  - (ii) you may enter into the Transaction without or inconsistent with any solicitation or recommendation from us in accordance with Clause 2.1B(a)(iv).
- (b) We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product other than to ensure reasonable suitability as set out in Clauses 2.1B(a)(i) and (iii).
- (c) Making available to you any advertisements, marketing or promotional materials, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service.
- (d) Unless otherwise specified in these Terms and Conditions or in other terms and conditions in relation to any product:
  - (i) we do not advise on personalised asset allocation, investment portfolio and investment strategy; and
  - (ii) we do not have any obligation to make available any service or provide advice in relation to the purchase or sale of products which we do not distribute or offer to our customers.
- (e) In relation to the subscription to Initial Public Offerings (IPO), additional specific terms and conditions set out in Appendix 3 apply.

#### 2.1B Transactions entered into with us to buy or sell products

- (a) (i) If we solicit the sale of or recommend any Financial Product to you, the Financial Product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives ("**Customer Financial Information**").
- (ii) No other provision of these Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from Clause 2.1B(a)(i).
- (iii) If we solicit the sale of or recommend any investment product not being a Financial Product (other than insurance product) to you, we will also ensure that the product is reasonably suitable for you based on our suitability assessment. In our assessment, we will take into account your financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements.

- (iv) If you enter into a Transaction with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the Transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 2.1B(a)(iv) is subject to compliance with all Applicable Regulations.
- (v) Except as set out in Clause 15.1(i), we are not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by you or any other person with respect to or arising out of any Transactions which fall under Clause 2.1B(a)(iv).
- (b) By entering into a Transaction with us to buy or sell a product, you confirm that any information you provide to us (including the Customer Financial Information) is complete, accurate and up-to-date. When we assess suitability, we will rely on your confirmation.
- (c) Before you enter into a Transaction with us to buy and/or sell a product, you should:
  - (i) consider your own circumstances and understand the product features, terms and risks, and you should contact us if you have any questions on the product;
  - (ii) note that we have no ongoing responsibility to ensure that a product we have solicited the sale of or recommended to you remains suitable for you;
  - (iii) note that if circumstances relating to you, such product, such product's issuer or general market conditions change, such product may no longer be suitable for you; and
  - (iv) note that we do not provide legal, tax or accounting advice on your investments, and you should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about your investments where necessary.
- (d) This Clause 2.1B takes effect on 8 June 2017 ("**Effective Date**"), and applies to:
  - (i) any solicitation and/or recommendation of a product we make to you on or after the Effective Date, provided that you enter into a Transaction with us to buy and/or sell such product following our solicitation and/or recommendation; and
  - (ii) any Transaction you enter into with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us on or after the Effective Date.

## 2.2 Applicable Regulations prevail

Provision and use of the Securities Margin Trading Services are subject to Applicable Regulations. In this connection:

- (a) In the event of any inconsistency between these Terms and Conditions and any Applicable Regulation, that Applicable Regulation shall prevail.
- (b) You are bound by the Applicable Regulations and any action or step taken by us to prevent or remedy a breach of the Applicable Regulations, as if the Applicable Regulations are expressly set out in these Terms and Conditions.

## 2.3 Our general authority and powers

We may (but have no obligation to), without prior notice to or consent from you, take such steps as we consider appropriate or useful to enable us to provide the Securities Margin Trading Services and exercise our authority and powers under these Terms and Conditions. Such steps may include the following (or any of them):

- (a) to take action or not to take action in order to comply with any Applicable Regulations. They may require us to provide identity details and other information relating to you and the Securities Margin Trading Services provided to you;
- (b) on your behalf, to withhold or to make payment of any taxes or duties payable on or in respect of securities;
- (c) where your securities are registered in our name or in the name of any other person appointed by us (but not otherwise), to notify you of information, notices and other communications received by us in relation to such securities. However, we have no obligation to (i) forward the same to you in sufficient time for your Instructions to be given to us with regard to any matters specified in them, or (ii) investigate, participate or take affirmative action concerning proxies, attendance at meetings or voting except where we have received and agreed to act on your express written Instructions and upon such conditions, indemnity and provision for expenses as we may require. In the absence of or delay in receiving your Instructions, we have the right to take the default position or act in our discretion except that we shall have no such discretion in respect of any securities that comprise any ordinary shares (or other shares of a class carrying rights to vote in all circumstances at general meetings) of, or otherwise constitute relevant share capital of, any public company quoted on a recognised stock exchange;
- (d) to co-mingle your securities with the property of other persons and to hold your securities on co-mingled custody;
- (e) to return to you securities which may not have the same serial number or identification as those deposited with or received by us as long as the securities returned are of the same class and nominal amount;
- (f) to act on the advice of our legal advisers, accountants, brokers or other professional advisers without liability for any acts or omissions on their part;
- (g) not to accept securities for deposit or to return to you any securities without giving any reason or prior notice;
- (h) to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking, financial service or securities business and any depository or system which provides central clearing, settlement and similar facilities in respect of securities and hold the securities in such central depository or system on such terms as such depository or system may customarily operate. In each case we are not liable for any act or omission on the part of the manager or operator of the relevant organisation, depository or system;
- (i) to act as your agent to deliver to, or collect from, the relevant brokers and the CCASS Depository any money, share certificates and other documents relating to securities in performing our duties under these Terms and Conditions; and
- (j) generally to do all acts and things which are necessary for or incidental to the provision of the Securities Margin Trading Services or exercise of our authority or powers in respect of the Charged Securities under these Terms and Conditions.

## 2.4 Our authority in relation to Client Securities and Securities Collateral

- (a) Without limiting or reducing our general authority and powers, you expressly authorise us and each Associated Entity to deal with Client Securities and Securities Collateral from time to time received or held by or on behalf of us or any Associated Entity in the following manner without further notice to or consent from you:
  - (i) to sell any Client Securities or Securities Collateral in any manner in accordance with any Instruction whether the Instruction is given in writing or by any other means;
  - (ii) as regards any action (including any rights or new issues or any consolidation, split or redenomination of funds, stocks or shares or any other routine event) in connection with any Client Securities or Securities Collateral which affects you as the owner of such Client Securities or Securities Collateral, (1) to subscribe, take up or dispose of any rights, benefits, interests or entitlements arising from them or to deal or act in any manner in accordance with your Instruction whether given in writing or by any other means (except that any applicable provisions in the constitutional or offering documents under which such Client Securities or Securities Collateral were issued, offered or sold will always prevail and you authorise us to deal or act or refrain from dealing or acting in accordance with such provisions despite any Instruction) or (2) in the absence of or delay in receiving your Instruction, to act in such manner as we consider appropriate to preserve your interests;
  - (iii) subject to any Applicable Regulation, to deposit and hold any Client Securities or Securities Collateral with one or more custodians or nominees (including any custodian or nominee acting for any exchange or clearing house) and transfer any Client Securities or Securities Collateral among them for any purpose;

- (iv) to deposit any Securities Collateral with any clearing house recognised by the SFC or with any securities dealer as collateral for the discharge and satisfaction of our settlement obligations and liabilities;
  - (v) to sell, dispose of or otherwise deal with any Client Securities or Securities Collateral on prevailing market conditions if such sale, disposal or dealing is required by any Applicable Regulation or is otherwise for your or our protection. We will credit the proceeds of such sale or disposal (after deducting reasonable expenses) to the Securities Margin Settlement Account. Where reasonably practicable, we will notify you before any such sale or disposal;
  - (vi) to deal with any Client Securities or Securities Collateral in such manner as we consider appropriate to facilitate our provision of the Securities Margin Trading Services to you having regard to Applicable Regulations and prevailing market practice from time to time;
  - (vii) to withdraw or deal with any Client Securities or Securities Collateral in any other manner in accordance with written Instructions subject to Applicable Regulations; and
  - (viii) to do all acts and things which are necessary for or incidental to the performance of the above activities or any of them.
- (b) You may revoke the authority given by you in Clause 2.4(a) (in whole or in part) by giving to us at least 30 days prior written notice of revocation. We have the right to terminate the Securities Margin Trading Services (or any of them) immediately by notice if we consider, in our opinion, that the absence of the authority makes it not practicable for us to continue to provide the relevant Securities Margin Trading Services to you.
- (c) Without limiting or reducing our right under Clause 14 to suspend or terminate any Securities Margin Trading Services, the provisions of this Clause 2.4 shall prevail in the event of any inconsistency between them and the other provisions in these Terms and Conditions.

## 2.5 Your Instructions

- (a) If you wish to use any Securities Margin Trading Services, you have to give us written Instruction. We have the right to set or vary from time to time such Securities Margin Trading Services which may be available through the giving of Telephone Instructions or Internet Instructions. For clarity, where these Terms and Conditions require your Instructions to be given, we are authorised to act on the Instructions of the Authorised Person.
- (b) All Instructions and Transactions involving options and collective investment schemes are subject to such product specifications, offering documents, constitutive documents, information memoranda, prospectuses and other documentation of the relevant option or collective investment scheme which we will provide to you upon request.
- (c) Instructions and Transactions executed in accordance with these Terms and Conditions are binding on you in all respects. You may not rescind, withdraw or amend any unexecuted Instruction without our consent (which may be given with such conditions prescribed by us).
- (d) You authorise us to act on any Instruction given or appears to be given by you. We have no obligation to verify the identity of the person giving an Instruction. We may act on an Instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstance. You will be bound by that Instruction as understood and executed by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorised by you.
- (e) We are entitled to act in accordance with our regular business practice and procedure and will only accept Instructions insofar as it is (in our opinion) practicable and reasonable to do so. We have the right to accept or refuse any Instruction or to prescribe any condition for accepting an Instruction without giving any reason if, in our opinion, there are reasonable grounds for refusing such Instruction.
- (f) You understand that due to market conditions, physical restraints on any exchange and rapid changes in the prices of securities or fluctuation in the exchange rates of currencies, we may not be able to act on your Instructions relating to sale and purchase of securities at any specific time or price. We have no obligation to notify you immediately if your Instruction is not performed in full or at all, and if you require confirmation in this regard, you should contact us subsequently. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any Instruction not being performed in full or at all due to market conditions or any other cause beyond our reasonable control.
- (g) Unless otherwise instructed by you, if an Instruction to purchase or sell securities received by us on a trading day is not executed (in whole or in part) for any reason on that trading day, that Instruction (or the unexecuted part) will lapse on the expiry of that trading day.

## 3. Account Opening and Operation

### 3.1 To maintain necessary accounts

- (a) In order to use the Securities Margin Trading Services, you must at a minimum open and maintain with us the following accounts in your name and operate them in accordance with these Terms and Conditions:
  - (i) a Securities Margin Trading Service Account; and
  - (ii) a Securities Margin Settlement Account.
- (b) In addition to these Terms and Conditions, the Securities Margin Settlement Account is governed by our specific account rules from time to time in effect. For clarity, (i) only cleared funds deposited into and available in the Securities Margin Settlement Account will be taken into account in determining the Loan, the LTV Ratio, the LTL Ratio and whether you have satisfied a Margin Call, and (ii) any other deposit or cash account you maintain with us will not be taken into account.
- (c) We will not issue cheque books and will not accept direct debit instructions, autopay or standing instructions in respect of the Securities Margin Settlement Account.

### 3.2 Instructions to purchase securities

- (a) Where we receive an Instruction to purchase or subscribe for securities, we will inform you as soon as practicable whether the relevant securities are Ineligible Securities. We have the right to refuse to finance a purchase or subscription of Ineligible Securities.
- (b) Where an Instruction does not relate to Ineligible Securities, we will inform you of the Stock Margin Ratio of each of the relevant securities. Subject to Clause 8, we have the right not to act on an Instruction unless at the time of receipt and execution of the Instruction:
  - (i) the Loan does not exceed the Maximum Principal Amount; and
  - (ii) the aggregate of (1) the cleared funds available in the Securities Margin Settlement Account and (2) the unutilised Overdraft Facility exceeds the amount calculated in accordance with the following formula:

$$[\text{Purchase Price} \times (1 - \text{Stock Margin Ratio})] + \text{Expenses}$$

For the above purpose:

**Expenses** means all charges and expenses to be incurred in connection with the purchase or subscription of securities, including stamp duties, commissions and exchange levies; and

**Purchase Price** means the price for purchasing or subscribing the relevant securities in accordance with the Instruction.

- (c) Whenever the credit balance of the Securities Margin Settlement Account is insufficient to discharge your payment obligation in respect of a purchase or subscription of securities as at the settlement date, we will make an advance under the Overdraft Facility to you in respect of the shortfall as long as (i) the securities to be purchased or subscribed are not Ineligible Securities, and (ii) the advance will not cause the Maximum Principal Amount to be exceeded. The settlement date for your payment obligation will be shown on the relevant contract note.

### 3.3 Instructions to sell securities

- (a) Without limiting or reducing the effect of the other provisions in these Terms and Conditions, we have the right to refuse an Instruction for sale of securities unless:
  - (i) you have deposited the relevant securities with us; and
  - (ii) in a case where the relevant securities are registered in your name or in the name of a third party, you have duly signed or caused to be signed the appropriate instruments of transfer and sold notes relating to such securities and have delivered them to us.
- (b) In order to effect an Instruction to sell securities and complete the sale, we are authorised to appropriate and apply the relevant quantity of the relevant securities from the pool of securities you deposited with us (whether registered in the name of our nominee or the CCASS Nominee pursuant to Clause 4.1(b)).
- (c) We will credit the net proceeds of sale after deducting all brokerages, commissions, stamp duties, exchange levies, and other fees and expenses incurred in selling the relevant securities pursuant to an Instruction into the Securities Margin Settlement Account and apply such proceeds towards payment and discharge (whether in full or in part) of the Loan (if any).

### 3.4 Debits and credits to the Securities Margin Settlement Account

You irrevocably authorise and instruct us to:

- (a) debit the following amounts (or any of them) from the Securities Margin Settlement Account from time to time:
  - (i) the Purchase Price, the Expenses and all advances under the Overdraft Facility (including all such amounts required by us for purchasing or subscribing for securities on your behalf) together with all interest accruing and payable by you in accordance with these Terms and Conditions;
  - (ii) all transaction commissions and custodian fees and all other moneys and sums payable to us or our nominee under these Terms and Conditions; and
  - (iii) all other fees, levies, charges, disbursements, taxes and out-of-pocket expenses which we may incur on your behalf whether in connection with any Transaction, the Securities Margin Trading Service Account, the Securities Margin Settlement Account, the Charged Securities or other matters pursuant to these Terms and Conditions;
- (b) credit the Securities Margin Settlement Account with a pro-rata share of any dividends or other distributions or benefits received by us or our nominee that is attributable to the amount of securities held on your behalf; and
- (c) debit the Securities Margin Settlement Account with a pro-rata share of any loss suffered by us or our nominee that is attributable to the amount of securities held on your behalf.

### 3.5 Contract notes, statements of account and other records

- (a) In providing the Securities Margin Trading Services, we will maintain records in compliance with all Applicable Regulations. Such records will segregate your securities from other assets held by us for ourselves or for our other customers.
- (b) After effecting a Transaction, we will provide you with a contract note in accordance with the Applicable Regulations. If the contract note refers to a settlement date and if settlement cannot take place on that date due to suspension of business or trading for any reason, the settlement date will be deferred to the next trading day. Reasons for suspending business or trading may include hoisting of typhoon signal No.8 or above or black rainstorm warning.
- (c) We will provide to you with statements of account and transaction advices relating to the Securities Margin Trading Service Account or the Securities Margin Settlement Account at such interval as we may determine from time to time in accordance with all Applicable Regulations. Where the Applicable Regulations do not require us to provide statements or advices, we may provide statements and advices at our discretion if we consider appropriate whether or not you have opted not to receive statements and advices.
- (d) You should examine and check each contract note, statement of account and transaction advice provided by us. You should see if there is any error, omission, discrepancy, unauthorised transaction or irregularity in the entries or transactions shown in each contract note, statement or advice, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person. You should notify us of any alleged error, omission, discrepancy, unauthorised transaction or irregularity shown in a contract note, statement or advice within ninety (90) days after (i) personal delivery or leaving such contract note, statement or advice at the address last notified in writing by you (if delivered personally); or (ii) posting such contract note, statement or advice to the above address (if sent by post); or (iii) emailing such contract note, statement or advice to the email address last notified in writing by you (if sent by email). If we do not receive any such notice from you within the specified period or notify you of any error, (1) the contract note, statement or advice will be considered as correct, conclusive and binding on you, and (2) you will be considered to have waived any rights to raise objection or pursue any remedies against us in relation to that contract note, statement or advice.
- (e) We will provide you with a copy of any specified contract note, statement or advice in accordance with Applicable Regulations. We may charge reasonable fees for providing specified contract note, statement or advice at your request.

## 4. Securities Deposited or Held with Us

- 4.1 All securities purchased by us for you or on your account and securities deposited by you with us will be governed by the following provisions subject to any Applicable Regulations:
  - (a) We will hold such securities as your custodian for safe-keeping. We are entitled to deposit such securities with any broker, depository or such other institution on such terms as we may consider appropriate.
  - (b) Such securities may, at our discretion, be registered and held by us on your behalf in the name of our nominee or the CCASS Nominee for the account of such CCASS Participant as we may consider appropriate from time to time. You agree to sign all instruments of transfer and documents as are necessary or useful for the above purposes. You authorise us to enter into arrangements or agreements with any of the CCASS Participants relating to the custody of such securities which we have registered or intend to register in the name of the CCASS Nominee. Such arrangements or agreements may contain terms and conditions (including any exemption provisions) as we may in our discretion consider appropriate, and you agree to be bound by such arrangements and agreements. You will pay the charges of our nominee or CCASS Nominee which will be deducted from the Securities Margin Settlement Account from time to time without prior notice to you.
  - (c) We may treat such securities as fungible and pool them together with the securities of our other customers. We may at any time in our discretion allocate specific securities to you, which allocation will be conclusive and binding on you. If for any reason all or any part of the securities of a particular class, company or denomination deposited by you with us and pooled by us together with the securities of our other customers are lost or become unavailable for delivery for any other reason, the reduction in the quantity or amount of such securities will be shared on a pro-rata basis by you and all of our other relevant customers.
  - (d) Such securities are deposited with us at your risk. If it is proved that there was negligence or wilful default by us (but not by any broker, depository or the CCASS Depository), then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default.

- (e) Subject to our prior agreement, you may withdraw the securities registered by us in the name of the CCASS Nominee by giving us an Instruction to transfer the relevant securities to the account of a CCASS Participant specified by you. You are considered to have withdrawn the relevant securities once we pass such Instruction to the relevant broker for whose account the CCASS Nominee holds the relevant securities or to the CCASS Depository for transfer. We have no duty to ensure that the relevant broker or the CCASS Depository has duly carried out such Instruction or that the relevant securities have been duly received by the CCASS Participant specified by you in your Instruction.
- 4.2 (a) We have no obligation to execute an Instruction to take up a rights issue by subscribing for the requisite shares unless (i) we have received sufficient amount of immediately available cleared funds within the time limit set by us, or (ii) we agree to make an advance to you under the Overdraft Facility as long as the Loan does not exceed the Maximum Principal Amount at any time.
- (b) All shares allotted pursuant to a rights issue taken up by you or on your behalf (but excluding those which you have renounced in our favour) will form part of the securities deposited by you with us.

## 5. Terms and Limit of the Overdraft Facility

- 5.1 Subject to Clause 5.3 and the other provisions of these Terms and Conditions, we agree to grant you the Overdraft Facility up to the Maximum Principal Amount, to be used through the Securities Margin Settlement Account.
- 5.2 We have the right, in our discretion by giving you notice at any time, to modify the facility limit of or to cancel or terminate the Overdraft Facility and to demand immediate payment of all moneys and sums (including principal, interest or expenses), then due or owing from you in respect of the Overdraft Facility or any other liabilities under these Terms and Conditions. We also have the right to refuse to make available to you any advance under the Overdraft Facility at any time even if the facility limit applicable at that time has not been exceeded. Unless otherwise agreed with you, we will normally refuse to finance the Purchase Price of any Ineligible Securities.
- 5.3 No advance under the Overdraft Facility will be made if it will cause the Maximum Principal Amount to be exceeded. Whenever the Loan exceeds the Maximum Principal Amount, we will not make any further advance to you and you are required to pay us at our election either (i) a fee in respect of the excess Overdraft Facility amount at such rate as we may set from time to time, or (ii) interest on the excess portion of the Overdraft Facility at such rate as we may set from time to time.
- 5.4 You may re-borrow (in full or in part) any amount of advance after it has been repaid as long as:
  - (a) the re-borrowing will not cause the Maximum Principal Amount to be exceeded; and
  - (b) we have not cancelled or terminated the Overdraft Facility.
- 5.5 Where a subscription of new securities is financed by us and you or we receive any refund of the subscription amount (in full or in part) paid for that subscription, you or we (as appropriate) will deposit such refund in the Securities Margin Settlement Account upon receipt. Where a refund is received by our nominee, we are entitled to direct our nominee to deposit such refund in the Securities Margin Settlement Account upon receipt. The amount of refund will be applied in reduction of the Loan.
- 5.6 Payments without deduction
  - (a) All payments to us under or in connection with an Overdraft Facility (including outstanding amount on the Securities Margin Settlement Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with an Overdraft Facility. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with the Overdraft Facility.
  - (b) You agree that any termination of an Overdraft Facility is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of an Overdraft Facility, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if an Overdraft Facility is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with the Overdraft Facility, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Overdraft Facility.
  - (c) You hereby confirm 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 an Overdraft Facility whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country/region where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
  - (d) This Clause 5.6 will continue to be effective after the termination of the Overdraft Facility.

## 6. Security, Set-off and Lien

### 6.1 Security

- (a) In consideration of our granting or continuing to make available the Overdraft Facility to you, you, as beneficial owner hereby charge, pledge and assign to us (i) all and any securities in the Securities Margin Trading Service Account which are held by our nominee or CCASS Nominee for you or on your account from time to time pursuant to these Terms and Conditions (including any securities deposited with us pursuant to Clause 8.2 or other reason), and (ii) all rights and benefits attaching or accruing to such securities.
- (b) The security created by Clause 6.1(a) is a continuing security to secure (i) the punctual payment to us on the respective due dates of the Indebtedness, all amounts outstanding under the Overdraft Facility and all other moneys and sums due or owing by you to us from time to time under these Terms and Conditions, and (ii) the performance of all of your obligations under these Terms and Conditions.
- (c) If at any time we re-determine the Stock Margin Ratio of any securities comprised in the Charged Securities to be zero, such securities will become Ineligible Securities and will be excluded for the purpose of calculating the Security Value and the Maximum Principal Amount. In that case, we are entitled to exercise our rights under Clause 8. For clarity, such Ineligible Securities will be excluded for the purpose of calculating the Security Value and the Maximum Principal Amount only and will for all other purposes be included as Charged Securities.
- (d) You irrevocably authorise us (i) to hold the Charged Securities in the name of our nominee, (ii) to do and execute any and all acts and documents necessary to transfer, complete and vest the title to any of the Charged Securities to our nominee, and (iii) to do all other things and execute all other documents as we may reasonably require in order to perfect the security created by Clause 6.1(a).
- (e) We will credit all dividends, interests, income, payments or other distributions received by us in respect of the Charged Securities to the Securities Margin Settlement Account upon receipt.
- (f) The security created by Clause 6.1(a) is (i) in addition to and may be enforced by us even if we hold or are entitled to any other guarantee, indemnity or security or other power, right or remedy in connection with the Indebtedness or your obligations under these Terms and Conditions from time to time, and (ii) a continuing security to secure the ultimate repayment of the Indebtedness and performance of your obligations and will not be limited or reduced by your death, bankruptcy or incapacity, or by any intermediate or partial payment, settlement or performance of your Indebtedness or obligations.

## 6.2 Set-off and lien

We are entitled without prior notice to you to do the following (or any of them):

- (a) exercise a lien over all your property (including all securities in the Securities Margin Trading Service Account) in our possession or control from time to time for any purpose. We have power to apply such property or sell such property and apply the net proceeds to satisfy any of your liabilities to us;
- (b) debit any amount payable by you to us (including any fees, expenses or interest) from your accounts maintained with us (including the Securities Margin Settlement Account), irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account and even if you have given any Instruction for applying the funds in any account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may set;
- (c) withhold, combine or consolidate the balance on your accounts maintained with us (including the Securities Margin Settlement Account) and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any account in or towards settlement of any amounts owing by you to us in connection with the Overdraft Facility or under these Terms and Conditions. The amounts owing by you (i) may be actual or contingent, present, future, or deferred, primary or collateral, (ii) may be owing by you solely or jointly with any other person, (iii) may include any amount payable by you in satisfaction of a Margin Call, and (iv) may include fees, expenses or interest;
- (d) refuse to repay you any moneys in any currency standing to the credit of your accounts maintained with us (including the Securities Margin Settlement Account) when due or on demand by you if and to the extent that such moneys are equal to or less than the amount owing by you to us. If we exercise this right with respect to any moneys, such moneys will remain outstanding from us on substantially the terms and conditions in force immediately before we exercise this right or on such other terms as we may consider appropriate; and
- (e) where any such debit, withholding, combination or consolidation requires the conversion of one currency into another currency, such conversion will be calculated at the Exchange Rate.

## 7. Your Confirmations and Agreements

7.1 You confirm to us that:

- (a) you have read, fully understood and accepted the risk disclosure statement set out in Appendix 2;
- (b) you are the sole beneficial owner (or where the Securities Margin Trading Services are provided to two or more persons, such persons are the only beneficial owners) of all securities and funds in the Securities Margin Trading Service Account and the Securities Margin Settlement Account and have good title to all securities deposited with us or which you instruct us to deal on your behalf free from encumbrances or any third party interest;
- (c) you have and will maintain beneficial ownership of the Charged Securities free from encumbrances or any third party interest (except in our favour); and
- (d) the security created by Clause 6.1(a) constitutes and will continue to constitute your valid and legally binding obligations enforceable in accordance with its terms.

7.2 You undertake and agree to the following:

- (a) you will not (and will not attempt to) create or permit to arise any encumbrance or third party interest over any asset in the Securities Margin Trading Service Account or funds in the Securities Margin Settlement Account, except in our favour;
- (b) you will execute and deliver such further charges, authorisation and other documents as we may from time to time reasonably require for perfecting our title to or for vesting to us or enabling us to enjoy the full benefit of the security created by Clause 6.1(a). For these purposes, you irrevocably appoint us as your lawful attorney, and will ratify and confirm all documents, acts and things and all Transactions entered into or effected by us in exercising our rights or powers under these Terms and Conditions. You irrevocably agree that this power of attorney is given to secure the performance of your obligations under these Terms and Conditions; and
- (c) you will obtain and maintain in full force and effect all governmental and other approvals, authorities, licences and consents required in connection with the security created in Clause 6.1(a) and you will do or cause to be done all other acts and things necessary or useful for the performance of all of your obligations under these Terms and Conditions, or for ratifying or confirming anything done by us in the performance of our duties or exercise of our rights or powers under these Terms and Conditions.
- (d) You will seek independent professional advice on and you are responsible for handling any tax issues which may affect you under any Applicable Regulations arising from or in connection with any investment or transaction contemplated under these Terms and Conditions. These may include application for tax credits or a reduced rate of tax to be withheld or withheld on interest, dividend or any other distribution or proceeds from any investment or transaction. Unless we agree in writing, we are not responsible for advising on or handling such tax issues.

## 8. Margin Cover

8.1 Your obligation to monitor and maintain Loan amount and Portfolio Margin Ratio

- (a) You are required to (i) monitor and maintain at all times (1) the Loan not to exceed the Maximum Principal Amount and (2) the Portfolio Margin Ratio at such level determined by us to be satisfactory, and (ii) satisfy the Margin Calls given by us from time to time.
- (b) You are solely responsible for contacting us from time to time to ensure that you are informed of the Maximum Principal Amount, the Stock Margin Ratio in respect of the Charged Securities, the Portfolio Margin Ratio, the status relating to Margin Calls and whether they have been performed to our satisfaction, the Top-up Percentage and Force-sale Percentage that are applicable at the relevant time.
- (c) You understand and agree that the Portfolio Margin Ratio may reach or exceed the Top-up Percentage or the Force-sale Percentage at any time as a result of (i) the fluctuation in exchange rates of currencies or the market prices of the Charged Securities, or (ii) any change made by us to any of the amount, ratio or percentage set out in Clause 8.1(b) with immediate effect, even if you are not aware of any such fluctuation or change. We are entitled to exercise our right under Clause 8.3 to sell or dispose of the Charged Securities even if (i) we have not given you a Margin Call, or (ii) we have not been promptly notified of the satisfaction of a Margin Call by you. We are not liable to you for such sale or disposal as long as we have acted in good faith.

8.2 Margin Call

- (a) We will monitor and determine the Security Value on a real time valuation basis based on the information supplied by the relevant stock exchange and the prevailing exchange rates for the relevant currencies. We will update your position in respect of the Securities Margin Trading Service Account and the Securities Margin Settlement Account at such times of a day as we consider appropriate. If at any time we determine that the Loan exceeds the Maximum Principal Amount or the Portfolio Margin Ratio reaches or exceeds the Top-Up Percentage (or both), we may (but have no obligation to) refuse to act on any Instruction given by you or on your behalf. We also have the right to give you a margin call requiring you to reduce the Loan or increase the Security Value (or both) within a specified time (a "Margin Call").

- (b) You are required to satisfy a Margin Call by taking the following steps (or any of them):
  - (i) deposit into the Securities Margin Settlement Account additional cash or immediately available cleared funds in such amount acceptable to us;
  - (ii) deposit into the Securities Margin Trading Service Account additional securities of such type and in such value acceptable to us and charging them in our favour; and
  - (iii) reduce the Loan or increase the Security Value in any other way acceptable to us so that the Loan does not exceed the Maximum Principal Amount.
- (c) For clarity:
  - (i) a Margin Call does not constitute a demand on you to repay the Loan or the Indebtedness;
  - (ii) we may give you more than one Margin Call in one day; and
  - (iii) we have the right to determine and calculate the relevant value and amount for deciding whether to make a Margin Call based on our records even if they do not reflect the latest Transactions in respect of the Securities Margin Trading Service Account or the Securities Margin Settlement Account due to the time necessary for updating our records or for clearing the funds, cheques or securities deposited with us (or both).

### 8.3 Our rights regarding margin requirements

- (a) Between the time after we have given a Margin Call and before that Margin Call has been satisfied to our satisfaction, we are entitled (i) to exercise any of our rights under Clause 6 and this Clause 8.3 without notice to you, and (ii) to refuse to carry out any of your Instructions relating to the Securities Margin Trading Service Account, the Securities Margin Settlement Account or any dealing in securities.
- (b) If the following (or any of them) occurs at any time, we are entitled to exercise our rights set out in Clause 8.3(c), whether or not any Margin Call has been made:
  - (i) we determine that the Portfolio Margin Ratio reaches or exceeds the Force-sale Percentage, even if (1) such determination is based on our records that do not reflect the latest Transactions in respect of the Securities Margin Trading Service Account or the Securities Margin Settlement Account due to the time necessary for updating our records or for clearing the funds, cheques or securities deposited with us (or both), or (2) we do not know that a Margin Call has been satisfied; and
  - (ii) we consider, in good faith, that the market conditions are likely to expose investors to unacceptable risk or heavy losses, including unstable, unfavourable and abnormal market conditions.
- (c) We may (but have no obligation to) do the following (or any of them) without demand, notice, legal process or other action as we consider appropriate at any time upon occurrence of any event specified in Clause 8.3(b):
  - (i) terminate the Overdraft Facility;
  - (ii) cancel or modify any outstanding Instructions; and
  - (iii) sell, realise, redeem, liquidate or dispose in any other manner all or any of the Charged Securities in the relevant market or by private contract, and on such terms as we in our discretion consider appropriate, free from any claim, right of redemption, equity or other right or interest that you may have.
- (d) We have the right to select all, any or which of the Charged Securities to be sold or disposed of, including the right to sell or dispose of more quantity of the Charged Securities than is necessary to reduce the Loan not exceeding the Maximum Principal Amount. We also have the right to sell or dispose of the Charged Securities at any time and on any terms as we consider appropriate. We are not liable to you for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any such sale or disposal. You have no right or claim against us for not selling or disposing of any Charged Securities at a better price or time.
- (e) We will deposit at our discretion any proceeds resulting from the sale, realisation, redemption, liquidation or disposal of the Charged Securities in the Securities Margin Settlement Account in reduction of the Loan until the Loan has been repaid in full or does not exceed the Maximum Principal Amount.

## 9. Delegation

- 9.1 We may appoint any other person as our agent or nominee to perform any of the Securities Margin Trading Services for us. Such person includes any service provider or sub-contractor acting in its capacity as our agent or nominee and excludes any independent service provider or sub-contractor. For that purpose, (i) we may delegate any of our powers to that person, and (ii) you authorise us to disclose or transfer any information relating to you, the Securities Margin Trading Services, the Securities Margin Trading Service Account and the Securities Margin Settlement Account to that person. Subject to Clause 15, we remain liable to you for the negligence or wilful default of any person appointed by us under this clause as if we performed the relevant services ourselves.
- 9.2 We have the right to employ any person to assist us in collecting and recovering any outstanding or overdue amount owing by you to us. Such person includes any collection agent or any other service provider. You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us for preserving or enforcing our rights in connection with the Securities Margin Trading Services, the Securities Margin Trading Service Account or the Securities Margin Settlement Account (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount).

## 10. Telephone Instructions, Phone PIN, Internet Instructions and Internet PIN

### 10.1 Channels for giving Instructions

- (a) We may accept at our discretion Telephone Instructions or Internet Instructions relating to sale or purchase of securities or other matters in connection with the Securities Margin Trading Services, the Securities Margin Trading Service Account or the Securities Margin Settlement Account. If we accept these Instructions, the provisions of this Clause 10 apply.
- (b) We are entitled to set from time to time the telephone number or website through which Telephone Instructions or Internet Instructions may be given.
- (c) Instructions given by using telephone or internet, to be effective, must be:
  - (i) given by using and quoting the Phone Banking PIN or Internet PIN (as appropriate) and such other details as we may require from time to time; and
  - (ii) accepted by us by such means prescribed by us.
- (d) As soon as you have first set and notified us of any Phone Banking PIN or Internet PIN, that Phone Banking PIN or Internet PIN will remain effective until it is cancelled by us or with our agreement. Any subsequent variation to your Phone Banking PIN or Internet PIN is not effective unless accepted by us.



## 10.2 Your responsibilities

- (a) You should act in good faith and exercise reasonable care and diligence in keeping your Phone Banking PIN and Internet PIN strictly confidential. You should not disclose your Phone Banking PIN, or Internet PIN or allow any other person to use your Phone Banking PIN or Internet PIN (whether voluntarily or not).
- (b) You are fully responsible for:
  - (i) any accidental or unauthorised disclosure of your Phone Banking PIN or Internet PIN to any person; and
  - (ii) your Phone Banking PIN or Internet PIN being used by unauthorised persons or for unauthorised purposes.
- (c) If you know or suspect that your Phone Banking PIN or Internet PIN are disclosed or used by unauthorised persons or any unauthorised Instruction is given, you should report promptly to us by one of the following means and change your Phone Banking PIN or Internet PIN as soon as reasonably practicable:
  - (i) in person at any of our branch offices (or any other address as we may set from time to time); or
  - (ii) by telephone or internet at such telephone number or website as we may set from time to time, and confirm the details in writing if requested by us.
- (d) You are liable for and will be bound by all Transactions, withdrawals and transfers effected by unauthorised use of your Phone Banking PIN or Internet PIN before we actually receive the report mentioned in paragraph (c) above.

10.3 Where you have registered to use the Securities Margin Trading Services via HSBC Internet Banking, the separate terms and conditions for HSBC Internet Banking will apply. In the event of any inconsistency between those terms and conditions and this Clause 10 in relation to an Instruction given by use of internet, the former shall prevail. The indemnity provisions set out in those terms and conditions do not and should not be interpreted to limit or reduce the effect of Clause 15 or any other indemnity provisions set out in these Terms and Conditions.

## 11. Charges and Expenses

- 11.1 We may collect all applicable nominee, custodian, handling and service fees and charges from you in such manner and at such intervals as we may specify. Any charges paid are non-refundable even if the Securities Margin Trading Services, the Securities Margin Trading Service Account or the Securities Margin Settlement Account is suspended or terminated.
- 11.2 You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us in connection with the Securities Margin Trading Services, the Securities Margin Trading Service Account or the Securities Margin Settlement Account from time to time. These may include any expenses for preserving or enforcing our rights in connection with the Securities Margin Trading Services, the Securities Margin Trading Service Account or the Securities Margin Settlement Account (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount).
- 11.3 Without limiting or reducing our rights under Clause 15.8, if you fail to pay any fees or expenses referred to in Clause 11.1 or Clause 11.2 when they are due and payable, we have a lien with power of sale over any securities standing to the credit of any of the Securities Margin Trading Service Account or any other account maintained by you with us. We have power to sell any or all of such securities by public or private sale on such terms we consider appropriate. We are not liable to you for any loss which may arise from such sale. We may apply the proceeds of sale in or towards settlement of the outstanding amount after deducting the costs and expenses of reasonable amounts and reasonably incurred by us in relation to the sale. Such securities shall stand as continuing security for the outstanding amount. This Clause 11.3 does not apply to the extent that the securities comprise any ordinary or other class of shares carrying voting rights at general meetings of any company listed on a stock exchange.

## 12. Rebate and Commission

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

## 13. Exchange Rate

We have the right to collect or effect any amount payable in relation to the Securities Margin Settlement Account, the Securities Margin Trading Service Account or a Transaction in any currency as we may consider appropriate. Where conversion of one currency to another currency is required for that purpose or otherwise to enable us to exercise our rights or powers under these Terms and Conditions, such conversion will be effected at the Exchange Rate.

## 14. Suspension and Termination of Services and Closure of Accounts

### 14.1 Suspension or termination by us

- (a) We have the right to suspend or terminate with or without giving you notice or reason all or any of the Securities Margin Trading Services at any time.
- (b) Without limiting or reducing the effect of Clause 14.1(a), we have the right to terminate the Securities Margin Trading Service Account or the Securities Margin Settlement Account (or both) by giving you not less than thirty (30) days' prior written notice.
- (c) Without limiting or reducing the effect of Clause 14.1(a) or 14.1(b), if any Event of Default occurs, we have the right to terminate the Securities Margin Trading Services and close the Securities Margin Trading Service Account and the Securities Margin Settlement Account with immediate effect without notice to you.

### 14.2 Events of Default

Each of the following is an Event of Default:

- (a) you fail to pay to us the Loan or any other amount due and payable under these Terms and Conditions in the currency and manner specified;
- (b) you fail to perform or observe any other obligations under these Terms and Conditions which, in our opinion, amounts to a material default on your part. This may include your failure to satisfy a Margin Call;
- (c) your death or legal incapacity;
- (d) you become bankrupt or a petition for bankruptcy, winding-up or similar relief is filed by or against you;
- (e) the application for or appointment of a liquidator, receiver, trustee or similar official over all or a material part of your assets;
- (f) an encumbrancer taking possession of, or a distress, execution, attachment or other process is levied or enforced against, the Securities Margin Trading Service Account, the Securities Margin Settlement Account, any moneys owed by us to you, any assets held by us on your behalf or any of your assets;
- (g) you are unable or admit to being unable to pay debts as they become due;

- (h) any change of law which prohibits or renders illegal the provision, maintain or operate the Securities Margin Trading Services, the Securities Margin Trading Service Account or Securities Margin Settlement Account; and
- (i) our books and records show a zero balance on the Securities Margin Trading Service Account for at least a period of six (6) continuous months or for such shorter period of time set by us from time to time.

#### 14.3 Termination by you

You have the right to terminate the Securities Margin Trading Service Account and the Securities Margin Settlement Account by giving us not less than thirty (30) days' prior written notice.

#### 14.4 Consequences of termination

- (a) Upon the termination of the Securities Margin Trading Services pursuant to Clause 11.1 or Clause 11.3, the Loan and all amounts due or owing by you to us under these Terms and Conditions will become immediately due and payable. We cease to have any obligations to grant or continue to grant the Overdraft Facility or to deal or continue to deal in securities on your behalf under these Terms and Conditions, even if you have given contrary Instructions.
- (b) We are entitled to sell, realise, redeem, liquidate or dispose in any other manner all or any of the Charged Securities in such manner and on such terms as we in our discretion consider appropriate to satisfy the Loan and any other amount owing by you to us under these Terms and Conditions at your own risk and expense. We are not liable to you for any loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any such sale or disposal.
- (c) We will credit the cash proceeds of such sale upon receipt by us to the Securities Margin Settlement Account after deducting the costs, charges, fees and expenses (including legal expenses) of reasonable amounts and reasonably incurred by us in relation to the sale or disposal. The credit balance on the Securities Margin Settlement Account (if any) after the Loan and any other amount owing by you to us under these Terms and Conditions have been paid in full will be returned to you. We will also deliver to you any Charged Securities that have not been sold or disposed of and any documents of title in our possession or in the possession of our nominee at your own risk and expense.

14.5 If there is a debit balance on the Securities Margin Settlement Account after applying the cash proceeds, you will be required to pay to us an amount equal to such debit balance plus our cost of funding the amount of debit balance up to the date we actually receive payment in full (before and after any judgment).

14.6 Even if all or any of the Securities Margin Trading Services are suspended or terminated or the Securities Margin Trading Service Account or the Securities Margin Settlement Account is closed, you are continue to be bound by these Terms and Conditions to the extent that they relate to any of your obligations or liabilities which remain to be performed or discharged.

### 15. Limitations of Liability and Indemnity

#### 15.1 Limitation of our liability

- (a) Providing the Securities Margin Trading Services to you does not make us your trustee in respect of any of the securities save and except those securities registered in the name of our nominee and in the capacity of a bare trustee only. We have no other obligations in respect of your moneys or assets other than those expressly specified in these Terms and Conditions.
- (b) Where we provide custodian services relating to securities or the Securities Margin Trading Services, or have discretion in managing your moneys or assets (if any), notwithstanding any other provisions contained in these Terms and Conditions or any other arrangements you have with us, you acknowledge that (i) such services provided by us do not constitute a fiduciary relationship between you and us, and (ii) we shall, in no circumstances, be required to undertake any action that could possibly characterise us as a fiduciary to you.
- (c) We have no obligation to examine or verify the validity of the ownership of or title to any securities. We are not responsible for any defect in ownership or title of any securities purchased or held or to be purchased or held by us on your behalf.
- (d) We do not guarantee gains or profitability to you. We are not responsible for the management of or any loss or diminution in the value of any securities purchased or held by us on your behalf. We are not liable for any taxes or duties payable on or in respect of the Securities Margin Trading Service Account or any of the securities.
- (e) We have no obligation to ascertain your nationality or whether any restriction applies to any securities. This may include restriction on ownership, owner's nationality or foreign exchange control or requirement.
- (f) Commentaries, financial information and data in relation to the Securities Margin Trading Services may be provided to us by other persons or compiled by us based on materials provided by other persons. We do not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence, or completeness of any such commentaries, financial information or data, or whether it is fit for any purpose. You should not rely on such information as investment advice or for trading purpose. You are solely responsible for verifying such information before using it for any purpose. We are not liable (whether in tort, contract or any other manner) to you or any other person for using such commentaries, information or data for any purpose.
- (g) You are responsible for making your own independent investment decisions. We do not make investment decisions on your behalf. Even if you may have informed us of your risk tolerance, financial situation, investment experience, investment objectives and investment period, we do not owe you a duty to exercise judgment as to the merits of any Transaction (save only to the extent required by the HKMA or the SFC and subject to Clause 2.1B). While any information or view given by us or our agents will be given in good faith, neither we nor any person giving the information or view are responsible for that information or view.
- (h) Except as set out in Clause 15.1(i), we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (i) access to the Securities Margin Trading Services by you or any other person (whether authorised or unauthorised);
  - (ii) any interruption, suspension, delay, loss, mutilation or other failure in transmission of Instructions or other information caused by any reason;
  - (iii) our inability to act on an Instruction due to prevailing market conditions or fluctuation and the manner and timing of acting on such Instruction;
  - (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Securities Margin Trading Services;
  - (v) any change in the Stock Margin Ratio of any specific security or securities as we may determine from time to time leading to any change in the Maximum Principal Amount or the Portfolio Margin Ratio which may trigger our exercise of any rights under Clauses 6 or 8; and
  - (vi) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 2.1B).
- (i) If it is proved in a case set out in Clause 15.1(h) that there was gross negligence or wilful default by (i) us, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

- (j) We are not liable for any loss, damage or expense of any kind incurred or suffered by you or any other person as a result of any interruption, delay or failure (whether total or partial) in providing the Securities Margin Trading Services to you or performing our duties and obligations under these Terms and Conditions to the extent that it is attributable to any reason or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees. These causes or circumstances may include the following (or any of them):
  - (i) the imposition or change of any Applicable Regulations or any procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house, market, regulatory or self-regulatory body; and
  - (ii) the bankruptcy, liquidation, insolvency or failure of any government, exchange, clearing house, financial institution or any other person that is required to perform its obligations in relation to any Transaction contemplated by these Terms and Conditions.

#### 15.2 Your indemnity

- (a) Except as set out in Clause 15.2(b), you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):
  - (i) your use of the Securities Margin Trading Services or our providing the Securities Margin Trading Services to you,
  - (ii) our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
  - (iii) any fluctuation in the price of the relevant securities between the time we receive an Instruction and the time we act on it;
  - (iv) any default by you in performing your obligations under these Terms and Conditions or the Applicable Regulations;
  - (v) the preservation or enforcement of our rights or exercise of our powers under these Terms and Conditions, including legal fees (on a full indemnity basis) and any claims by the Hong Kong Inland Revenue Department on us for tax in respect of any profits or gains attributable to you; and
  - (vi) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties (including but not limited to your Customer Financial Information under Clause 2.1B).

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

- (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 15.2(a) was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 15.2(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- (c) We are entitled to withhold, retain or deduct such portion from the securities or such amount from any of the accounts you maintained with us as we determine to be sufficient to cover any amount owing by you to us under this Clause 15.2.

### 16. Variation of Terms and Conditions

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

### 17. Communications

- 17.1 We will usually give notice of a Margin Call to you by sending an *eAlert* through SMS messaging. You will be considered as having received notice of the Margin Call sent through the *eAlerts* Service to the contact details you provided. You have to maintain your subscription to the *eAlerts* Service at all times and a valid mobile phone number as determined by us from time to time to receive notice of Margin Call through SMS messaging from us. To access the *eAlerts* Service, you must establish and maintain at all times a subscription to the *eAlerts* Service and will be subject to our terms and conditions for *eAlerts* Service. For more information on subscribing to the *eAlerts* Service, please visit our website. We have no obligation to give notice of any Margin Call to you if you fail to maintain subscription to the *eAlerts* Service or a valid mobile phone number. Without limiting or reducing the effect of the provisions above, we have the right to give notice of a Margin Call to you by any other means as we consider appropriate.
- 17.2 You confirm that all information provided to us (in an account opening form or by other means) is, to the best of your knowledge, complete, accurate and up-to-date. You agree that we may use any contact details provided by you and kept on our records (including address, telephone number, email address and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
- 17.3 Unless we specify otherwise, you will be considered as having received any notice given by us:
  - (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
  - (b) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
  - (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
  - (d) immediately after emailing it to the email address last notified in writing by you (if sent by email);
  - (e) immediately after sending it to the mobile phone number last notified in writing by you (if sent through SMS messaging);
  - (f) immediately after placing it in the Personal Internet Banking profile maintained by you with us (if made available there); or
  - (g) immediately after displaying it at our premises (if communicated by display).
- 17.4 Items sent to you or delivered to your authorised representative are sent or delivered at your risk.
- 17.5 All communications from you to us have to be given in such manner and means to such location specified by us from time to time. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
- 17.6 If the Securities Margin Trading Service Account is in joint names of two or more persons, any notice communication from you to us will be considered as effective notification on us only if given by each of you (unless we have agreed to other authorisation arrangement) or the survivors, and any notice under these Terms and Conditions to any of you will be considered as effective notification to all of you.
- 17.7 This Clause 17 does not limit or reduce the effect of any provisions in these Terms and Conditions that apply to (i) the issuing of contract notes, statements of account or transaction advice by us to you, or (ii) the giving of Instructions by you to us.

## 18. Binding Effect

These Terms and Conditions are binding on and enure to the benefit of us and our successors and assigns and shall also be binding notwithstanding the absorption or amalgamation of us by or with any other person.

## 19. Further Assurance

- 19.1 You will execute such documents and perform such acts at our request as we may consider necessary or useful for providing the Securities Margin Trading Services and in connection with the Charged Securities or exercising our powers and rights under these Terms and Conditions.
- 19.2 If you intend to leave Hong Kong for a total period of one hundred and eighty (180) days or more in any twelve(12)-month period, you should give us written notice in advance. You should also give us written notice if you have resided outside Hong Kong for a cumulative total of one hundred and eighty (180) days or more in any twelve(12)-month period.
- 19.3 On our request you shall complete, provide information, sign and file any tax forms, certificates or documents which we or any of our nominees, custodians and agents are/is required by any tax authority of any applicable jurisdiction to submit in connection with any investment or transaction effected by us or any of them on your behalf pursuant to these Terms and Conditions. You agree to cooperate with us and our nominees, custodians and agents and provide the necessary information, materials and assistance for such purposes.

## 20. Joint and Several Liability

If the Securities Margin Trading Service Account is maintained in the joint names of two or more persons, or if the Securities Margin Trading Services are provided to two or more persons:

- (a) you are jointly and severally liable with each other for the obligations and liabilities in connection with the Securities Margin Trading Services, the Securities Margin Trading Service Account, the Securities Margin Settlement Account or under these Terms and Conditions;
- (b) references to you mean, where the context requires, any and each of you;
- (c) each of you are bound by these Terms and Conditions even if the following deficiencies (or any of them) exist, whether or not we know or ought reasonably to have known about them:
  - (i) any of you or any other person intended to be bound by these Terms and Conditions is not bound; and
  - (ii) any of these Terms and Conditions may be invalid or unenforceable against any one or more of you or any other person due to fraud, forgery or any other reason;
- (d) we have the right to deal separately with any of you on any matter without limiting or reducing our rights, powers and remedies against the others. This may include varying or discharging any liability to any extent; and
- (e) on the death of any of you, we will transfer your assets to the order of the survivor(s) according to these Terms and Conditions and subject to the provisions of the Estate Duty Ordinance of Hong Kong (if applicable) and other relevant provisions in other jurisdictions.

## 21. Severability

Each of the provisions of these Terms and Conditions is severable. To the extent that any provision is or becomes invalid, unenforceable or contrary to any Applicable Regulations, then it will be given no effect and will be considered excluded from these Terms and Conditions without invalidating any of the remaining provisions of these Terms and Conditions.

## 22. Waiver and Remedies

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

## 23. Assignment by Us or by You

- 23.1 We may at any time assign or transfer any or all of our rights and obligations to any person without your agreement.
- 23.2 You are not allowed to assign or transfer any of your rights or obligations to any person unless with our prior written agreement.

## 24. Governing Law and Jurisdiction

- 24.1 These Terms and Conditions are governed and will be construed according to Hong Kong laws.
- 24.2 You submit to the non-exclusive Hong Kong courts.
- 24.3 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

## 25. Miscellaneous General Provisions

- 25.1 We and you will notify each other in the event of any material change to the information provided in connection with or pursuant to these Terms and Conditions in accordance with the Applicable Regulations.
- 25.2 We are a licensed bank under the Banking Ordinance and are not required to register under the SFO for the purposes of offering securities margin trading services.
- 25.3 You understand and agree that:
  - (a) our other customers may from time to time have a position in investments similar to the securities we dealt with for you;
  - (b) we may deal in the securities we dealt with for you on our own account or for the account of our other customers;
  - (c) we may have banking or other financial relationships with any company or party which is the issuer of the securities we dealt with for you;
  - (d) our officers, directors or employees may be officers, directors or employees of the issuer of the securities we dealt with for you;
  - (e) you irrevocably authorise us to enter into any transaction for you with any other members of HSBC group or any of our agents. We may be interested in any such transaction and we are entitled to retain for our own account and benefit absolutely any profit or benefit arising from the transaction;
  - (f) the price of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may even become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities;
  - (g) the price of collective investment schemes and the income from them (if applicable) may move up or down;

- (h) the actual bid and offer prices of a Transaction may differ from the price quoted to you previously. Unless the price quoted is confirmed by us for a Transaction, we are entitled to act on your Instruction to sell or purchase any securities at the price at which we or our agent actually effect the Transaction, even if that price is less favourable to you than the price quoted by us previously. The price of a securities will be determined at the time when such Transaction is effected;
- (i) all your personal data (the "Data") may be used and disclosed by us for such purposes and to such persons as may be in accordance with the our general policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions we have made available to you from time to time; and
- (j) in executing your Instructions of, we and any other member of the HSBC Group may effect transactions as principal with you and may effect transactions in which we or any other member of the HSBC Group has, directly or indirectly, a material interest or a potential conflict with our duty to you. We will ensure that such transactions are effected on terms which are not less favourable in substance to you than if we or any other member of the HSBC Group had not traded as principal or if the material interest or potential conflict had not existed. We and any other member of the HSBC Group may accept from any person (whether or not a member of the HSBC Group) engaged in a transaction involving the purchase or sale of any securities for you any rebate or payment of brokerage, commission or discount payable in respect of that transaction. We and any other member of the HSBC Group are entitled to retain for our account and benefit absolutely any benefit made or received from or by reason of such transactions or any connected transactions. We are not liable to account for them to you.

25.4 You consent that we may issue contract notes, receipts, advices and statements of account relating to the Securities Margin Trading Services in electronic form and agree to receive them by electronic means. We do not have to send hard copies afterwards unless you request.

## 26. Notice of Withdrawal of Securities

You may withdraw any or all of the securities (other than the Charged Securities) deposited by you with us by giving us not less than seven (7) Business Days' prior written notice, provided that:

- (a) where any such securities are in the course of being processed for transfer to and registration in the name of our nominee or has been submitted for registration in the name of the CCASS Nominee, you will have no right to withdraw such securities until the same have been received by our nominee after due registration or the same have become available for withdrawal from the CCASS Depository; and
- (b) withdrawal of any class of securities shall be in multiples of its lowest denomination (whether in board lots or otherwise) and shall be effected at such location as may be prescribed by us from time to time as notified to you; and
- (c) you are not indebted to us unless we have specifically agreed to such withdrawal; and
- (d) the securities to be withdrawn are not subject to any lien exercised by us; and
- (e) no Margin Call has been made which remains to be satisfied; and
- (f) our obligation to re-deliver the scrips or documents upon withdrawal of the relevant securities is subject to our receipt of such scrips or documents from the relevant broker or institution with whom we have deposited the relevant securities pursuant to Clause 4.1(b); and
- (g) the Portfolio Margin Ratio can still be maintained at a level satisfactory to us after any such withdrawal.

# Appendix 1

## Definitions and Interpretation

### 1. Interpretation

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

### 2. Definitions

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

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

**Associated Entity** means any holding company or subsidiary company of ours or any holding company of our holding company which receives or holds in Hong Kong any of your assets.

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

**Authorised Persons** means the person(s) authorised by you to give Instructions as notified (together with specimen signatures) to us from time to time in such manner as we may require.

**Business Days** means a day (other than a Saturday, Sunday or public holiday) on which banks are opened for general business in Hong Kong and, where the context requires, also means the business hours set by us from time to time when Instructions may be given to and accepted by us.

**CCASS** means the Central Clearing and Settlement System operated by HKSCC for the clearing of securities listed or traded on The Stock Exchange of Hong Kong Limited.

**CCASS Depository** means such person appointed by HKSCC to perform the depository and custodian services in CCASS.

**CCASS Nominee** means the nominee company of HKSCC or such other person appointed by HKSCC (including HKSCC itself) to perform the nominee service under CCASS.

**CCASS Participant** means any participant in CCASS (if applicable, including us and our nominee) for whom the CCASS Depository agrees to provide nominee service through the CCASS Nominee.

**Charged Securities** means such securities you charged to us as continuing security for the Overdraft Facility and for performance of all of your obligations to us from time to time, as more particularly described in Clause 6.

**Client Securities** means any securities (other than Securities Collateral) received or held by or on behalf of us or any Associated Entity which are so received or held on your behalf or in which you have a legal or equitable interest.

**Collective Investment Scheme** means any arrangement in respect of any property where:

- (a) the property is managed as a whole by or on behalf of the person operating the arrangement and/or the investors' contributions and the profits or income derived from the arrangement are pooled;
- (b) the investors do not have day-to-day control over the management of the property; and
- (c) the purpose or effect of the arrangement is to enable the investors to participate in or receive profits, income or other returns to be paid or distributed in any form or manner arising from (i) the acquisition, holding, management or disposal of the property (or any part of it) or (ii) the acquisition, holding or disposal of, the exercise of any right in, the redemption of, or the expiry of, any right, interest, title or benefit in the property (or any part of it),

and includes any arrangement regarded as a collective investment scheme pursuant to law.

**eAlerts** means a message or other form of notification provided by us pursuant to the eAlerts Service.

**eAlerts Service** means the service as described in Clause 17.1 which is provided by us subject to our terms and conditions for eAlerts Service, as may be amended from time to time.

**Exchange Rate** means the rate for converting one currency into another currency which we determine to be prevailing in the relevant foreign exchange market at the relevant time, and the rate determined by us will be conclusive and binding on you.

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

**Force-sale Percentage** means such percentage in respect of the LTV Ratio or LTL Ratio from time to time specified by us at our discretion (which we will notify you upon your enquiry) for the purpose of determining when we may exercise our rights under Clause 8.4.

**HKSCC** means the Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of HKEx.

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

**Indebtedness** means all moneys, in any currency, other than the Overdraft Facility, which are due or owing by you to us and from time to time in any place, capacity or manner (in each case whether alone or jointly with any other person, and whether as principal or guarantor), together with interest accruing up to the date of payment and all fees, charges and expenses at such rates and on such terms as may be payable by you from time to time.

**Ineligible Security** means an individual security having zero Stock Margin Ratio as determined by us at any relevant time and **Ineligible Securities** shall be construed accordingly.

**Instruction** means an instruction relating to the Securities Margin Trading Services, the Security Margin Trading Service Account or the Security Margin Settlement Account, given to us in such form and by such means specified or accepted by us, including e-mail or other electronic means of communication (subject to such rules and conditions as to the timing of delivery and receipt). We may prescribe any minimum or maximum amounts from time to time in respect of any particular type of Instruction, including Telephone Instruction and Internet Instruction.

**Internet Instruction** means instruction given to us by the use of the internet in such manner as we may prescribe.

**Internet PIN** means the login ID and password for the time being established for you for the purpose of identifying you when giving Internet Instructions.

**Loan** means the aggregate principal amount and interest owing to us under the Overdraft Facility at any relevant time.

**LTL Ratio** means the loan-to-lending limit ratio expressed as a percentage, calculated in accordance with the formula:

$$\frac{\text{Loan}}{\text{Maximum Principal Amount}} \times 100\%$$

**LTV Ratio** means the loan-to-valuation ratio expressed as a percentage, calculated in accordance with the following formula:

$$\frac{\text{Loan}}{\text{Security Value}} \times 100\%$$

**Maximum Principal Amount** means the maximum aggregate principal amount to be made available by us to you under the Overdraft Facility to be the lesser of:

- (i) the aggregate amount of the Security Value of each specific security comprised in the Charged Securities (excluding Ineligible Securities) multiplied by its applicable Stock Margin Ratio; and
  - (ii) a fixed limit as we may determine from time to time;
- which we will notify you from time to time upon your enquiry.

**Overdraft Facility** means the revolving overdraft facility we agree to make available from time to time to you for general purpose including the purchase of or subscription for securities subject to these Terms and Conditions and subject to the limit specified in Clause 5.1 and the specific terms as we may notify you on your application for the Securities Margin Trading Service Account and from time to time upon your enquiry, and includes all amounts debited to the Securities Margin Settlement Account in accordance with these Terms and Conditions.

**Phone PIN** means personal identification number or any code or number that is used by us to identify you when you give Telephone Instructions. A PIN may be designated by us or you or generated by a security device designated or approved by us.

**Portfolio Margin Ratio** means either the LTV Ratio or the LTL Ratio, as we may determine in our absolute discretion. We will notify you of the applicable LTV Ratio or the LTL Ratio at any relevant time. For clarity, we may from time to time switch from the LTV Ratio to the LTL Ratio and vice versa by giving a reasonable period of advance notice to you.

**securities** means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, unit trusts, mutual funds and other collective investment schemes, and other interests commonly known as securities which we may accept or handle from time to time pursuant to these Terms and Conditions including:

- (a) shares and partly-paid shares, stocks, debentures, loan stocks, funds, bonds or notes of, or issued by, any person, government or government authority;
- (b) rights, options or interests (whether or not described as units) in or in respect of any securities in (a) above;
- (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in (a) above; and
- (d) interests in any collective investment scheme;

and **your securities** means securities beneficially owned by you solely or all of you jointly, held or to be held as nominee in our name or our nominee's name.

**Securities Collateral** means any securities deposited with or otherwise provided by you or on your behalf to us or any other person, in the course of the conduct of any regulated activity for which we are registered or are required to register under the SFO, to secure or facilitate our provision of financial accommodation.

**Securities Margin Settlement Account** means a current account opened and maintained by you with us in accordance with Clause 3.1 and designated solely for the purpose of settlement of Transactions and other dealings in connection with the Securities Margin Trading Service Account.

**Securities Margin Trading Service Account** means the securities margin account opened and maintained by you with us pursuant to, and operated in accordance with, these Terms and Conditions.

**SFC** means Securities and Futures Commission or its successor.

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

**Security Value** means with respect to any Charged Securities (excluding Ineligible Securities) at any given time, the market price (net of expenses) which we determine in our discretion, could be obtained on a sale of such Charged Securities at such time and in such market on which securities of the same type is normally dealt (for clarity, certain Charged Securities may be valued by us at zero or no value).

**Securities Margin Trading Services** means the services referred to in Clause 2 which may be provided by us to you in relation to securities.

**Stock Margin Ratio** means such loan ratio as determined by us from time to time in our discretion (which we will notify you upon your enquiry) as applicable to each specific security (i) to be purchased or subscribed in accordance with an Instruction or (ii) comprised in the Charged Securities. We may at any time and from time to time determine or re-determine the Stock Margin Ratio to be any ratio (including zero) for any specific security. For clarity, a variation of the Stock Margin Ratio may result in the following (or any of them):

- (a) variation of the Maximum Principal Amount and the limit of the Overdraft Facility made available to you;
- (b) the Loan exceeding the Maximum Principal Amount;
- (c) a decrease in the Maximum Principal Amount and thereby affecting the LTL Ratio and triggering our exercise of rights under Clause 8; and
- (d) a decrease in the Security Value and thereby affecting the LTV Ratio and triggering our exercise of rights under Clause 8.

**Terms and Conditions** means these Terms and Conditions from time to time in force and other terms and conditions which we may specify from time to time pursuant to these Terms and Conditions.

**Telephone Instruction** means Instruction given to us by the use of telephone in such manner as we may prescribe.

**Top-up Percentage** means such percentage in respect of the LTV Ratio or LTL Ratio from time to time specified by us at our discretion (which we will notify you upon your enquiry) for the purpose of determining when a Margin Call under Clause 8.2 may be made by us.

**Transaction** means a transaction we effected pursuant to or as a result of an Instruction or in accordance with any provision of these Terms and Conditions.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited, of 1 Queen's Road Central, Hong Kong, a registered institution under the SFO with central entity number AAA523, and including its successors and assigns and, where the context permits, includes any person appointed by us under Clause 9.

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

## Appendix 2

### Risk Disclosure Statements

#### Risk of Securities Trading

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

#### Risk disclosure statements regarding the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited ("Exchange")

- (a) The Growth Enterprise Market has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on the Growth Enterprise Market with neither a track record of profitability nor any obligation to forecast future profitability. There may be risks arising out of the emerging nature of companies listed on the Growth Enterprise Market and the business sectors or countries/regions in which the companies operate.
- (b) There are potential risks of investing in such companies and you should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of the Growth Enterprise Market mean that it is a market more suited to professional and other sophisticated investors.
- (c) Given the emerging nature of companies listed on the Growth Enterprise Market, there is a risk that securities traded on the Growth Enterprise Market may be susceptible to higher market volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on the Growth Enterprise Market.
- (d) The principal means of information dissemination on the Growth Enterprise Market is publication on the internet website operated by the Exchange. Companies listed on the Growth Enterprise Market are not generally required to issue paid announcements in gazetted newspapers. Accordingly, you need to have access to up-to-date information on the Growth Enterprise Market-listed companies as published on the Growth Enterprise Market website.
- (e) This risk disclosure statement does not purport to disclose all the risks and other significant aspects of the Growth Enterprise Market. You should undertake your own research and study on the trading of securities on the Growth Enterprise Market before commencing any trading activities.
- (f) You should seek independent professional advice if you are uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on the Growth Enterprise Market.

#### Risk of Foreign Securities Trading

You acknowledge and agree that investment in foreign securities carry additional risks not generally associated with securities in the domestic market. The value or income of foreign securities may be more volatile and could be adversely affected by changes in currency rates of exchange, foreign taxation practices, foreign laws, government practices, regulations and political events. You may find it more difficult to liquidate investments in foreign securities where they have limited liquidity in the relevant market. Foreign laws, government practices and regulations may also affect the transferability of foreign securities. Timely and reliable information about the value or the extent of the risks of foreign securities may not be readily available at all times.

#### Risk Disclosure Statements Regarding Investment in Collective Investment Scheme

Investment in collective investment schemes involves risk and you should read the relevant constitutive documents, information memoranda, prospectuses and other offering documentation for further details.

#### Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and the interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

#### Risk of Trading Futures and Options

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should know the exercise and expiration procedures and your rights and obligations upon exercise or expiry.

#### Additional Risk Disclosure for Futures and Options Trading

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### Risk of Client Assets Received or Held Outside Hong Kong

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO 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.



## Appendix 3

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

YOU MUST READ THESE TERMS AND CONDITIONS (these "Conditions") CAREFULLY BEFORE YOU USE HSBC IPO NOMINEES SERVICES AND IPO LOAN SERVICES.

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

In the event of any inconsistency between these Conditions and the Terms and Conditions for Securities Margin Trading Services, the terms of these Conditions shall prevail.

#### 1. Available Services and Governing Conditions

- a. The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523 ("we", "us", "our", which include our successors and assigns) may provide at our discretion (i) services relating to applications for public offers of securities ("Public Offer" or "IPO") with such features and on such terms and conditions as we may specify from time to time ("HSBC IPO Nominee Services") and (ii) IPO loan services on such terms and conditions as we may specify from time to time ("IPO loan services").
- b. If we provide HSBC IPO Nominee Services or IPO loan services to you, our provision of and your use of HSBC IPO Nominee Services or IPO loan services, and all transactions and dealings effected by you or for you through these services will be subject to (i) these Conditions, (ii) our terms and conditions governing the Investment Account, (iii) our terms and conditions governing the Settlement Account ("Settlement Account Conditions"), (iv) our terms and conditions governing the Integrated Account ("Integrated Account Conditions") or our terms and conditions governing the Securities Account ("Securities Account Conditions") or our terms and conditions governing the Securities Margin Trading Service Account ("Securities Margin Trading Service Account Conditions") as the case may be, and (v) all other applicable terms and conditions as we may specify from time to time, including those set out in this application form.
- c. All of the terms and conditions referred to in Condition 1(b) above apply as if they were expressly extended to the HSBC IPO Nominee Services and the IPO loan services.
- d. These Conditions prevail over the other terms and conditions referred to in Condition 1(a) or 1(b) above if there is any inconsistency between them concerning HSBC IPO Nominee Services or the IPO loan services.
- e. For clarity:
  - (i) where the Investment Account is in joint names:
    - (1) references to "you" or "your" in these Conditions mean each and all of the account holders;
    - (2) where an application for securities in a Public Offer is made under the Investment Account, all of the account holders expressly agree and confirm that:
      - (A) we are authorised to act on an instruction received by us from any account holder to submit an application for securities in the Public Offer and process the application in the name of all or any account holders, which instruction shall be binding on all of the account holders;
      - (B) we are authorised to credit to the Investment Account any securities allocated by the Issuer of the Public Offer as a result of the application to the applicant;
      - (C) all of the account holders shall be severally and jointly liable for the application and any securities allotted by the Issuer as a result of the application shall be jointly owned by them; and
      - (D) where a Public Offer does not permit multiple applications and more than one account holder makes an application for securities in that Public Offer, we may (but has no obligation to) act on the first instruction received by us and reject any other application as multiple application;
  - (ii) new securities subscribed on your behalf pursuant to HSBC IPO Nominee Services will constitute "Securities", and HSBC IPO Nominee Services and IPO loan services will constitute "Services", as defined in the Integrated Account Conditions or Securities Account Conditions or "Securities Margin Trading Services", as defined in the Securities Margin Trading Service Account Conditions (as the case may be). These securities may or may not be listed on The Stock Exchange of Hong Kong Limited and may include equity shares and bonds; and
  - (iii) terms and expressions used in these Conditions if not defined in these Conditions have the same meanings as defined in the Integrated Account Conditions, Securities Account Conditions or Securities Margin Trading Service Account Conditions (as the case may be), unless the context requires otherwise.

#### 2. HSBC IPO Nominee Services

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

- e. All securities subscribed or purchased pursuant to these Conditions will be held for you by us as nominee (1) in our name, (2) in the name of a nominee appointed by us in the market where such securities are issued, listed or bought or sold, or (3) in the name of a nominee in accordance with the rules of the applicable system which provides central clearing and settlement facilities for such securities, in (i) an investment services account under the Integrated Account ("Investment Services Account"), (ii) a securities account ("Securities Account"), or (iii) a securities margin trading service account ("Securities Margin Trading Service Account") maintained by you with us as specified by you in this application form (such Investment Services Account, Securities Account and Securities Margin Trading Service Account specified by you are each and collectively referred to as "Investment Account").

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

- a. The Issuer of a Public Offer is responsible for the contents of the Offering Documents and the application form(s) relating to that Public Offer that are provided or contributed by it. We are responsible for providing HSBC IPO nominee services according to these Conditions. The Issuer is not responsible to you if we fail to perform any of our obligations under these Conditions.
- b. In providing HSBC IPO Nominee Services, we are not your investment adviser and we are not responsible for any loss, damage or expense of any kind which you may incur or suffer arising from or in connection with any transaction or dealing effected by you or for you through HSBC IPO Nominee Services. We do not provide advisory services and therefore do not assume any advisory duty of care or obligation in respect of our IPO nominee services. We do not provide any solicitation of the sale or recommendation of, or advice on, any Public Offer. All applications for securities in a Public Offer that you enter into are conducted on an execution-only basis. We do not have any duty to assess or ensure suitability of the applications that you enter into. Any limitation of the Bank's obligation or duty in this Clause 3b is subject to compliance with all Applicable regulations.
- c. We will take reasonable precautions to preserve the confidentiality of information relating to you and furnished by you to us in connection with the use of HSBC IPO Nominee Services. You authorise us to disclose any of your information to any person appointed by us for the purposes of providing HSBC IPO Nominee Services or performing our obligations under these Conditions.
- d. You authorise us to take such steps or action as we may consider appropriate or useful to enable us to provide HSBC IPO Nominee Services. These may include taking action or refraining from action for complying with any law, regulation or court order, or rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank, exchange or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time ("Applicable Regulations").
- e. We are not liable for any loss, damage or expense incurred or suffered by you arising from or in connection with any delay, failure or inability on our part in acting on your instruction in full or at all for any reason.

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

- a. You are eligible to make an application for securities using HSBC IPO Nominee Services if you satisfy or (where the Investment Account is in joint names) each of the account holders satisfies all of the following conditions:
- (i) you are or (where the Investment Account is in joint names) each of the account holders is qualified to apply for securities in the relevant Public Offer in accordance with the terms and conditions of the relevant Public Offer set out in the Offering Documents or this application form, as applicable;
  - (ii) except where any other age requirement is specified by us or the Issuer of the relevant Public Offer (or both), you are or (where the Investment Account is in joint names) each of the account holders is over 18 years old;
  - (iii) you satisfy or (where the Investment Account is in joint names) each of the account holders satisfies any other requirements which may be specified by us or the Issuer of the relevant Public Offer (or both);
  - (iv) you are an individual (including where you are a sole proprietor);
  - (v) you apply for your own benefit only; and
  - (vi) you are a holder of the Investment Account.
- b. We do not provide HSBC IPO Nominee Services to corporations or partnerships. Neither do we process any instruction given through HSBC IPO Nominee Services to apply for securities in a Public Offer for the benefit of any person other than yourself.

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

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

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

- a. Your confirmation
- (i) By submitting this application form to us, you confirm that the information provided in this application form is true and accurate.
  - (ii) Once you submit this application form, you cannot revoke or withdraw your instruction to apply for securities in a Public Offer using HSBC IPO Nominee Services without our prior consent. That instruction will constitute your offer to subscribe for or purchase securities pursuant to the terms and conditions of the Public Offer, these Conditions and all other applicable terms and conditions including those set out in this application form.

(iii) By submitting this application form, your instruction to apply for securities in a Public Offer using HSBC IPO nominees services will become irrevocable and binding on you, whether given by you or by any other person purporting to be you. We have no duty to verify the identity or authority of the person giving any instruction or the authenticity of any instruction.

b. Our receipt of this application form

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Your Responsibilities and Your Authorisations to Us

- a. You agree to read the terms and conditions and the application procedures set out in the Offering Documents and agree to be bound by them before making an application using HSBC IPO Nominee Services and confirm to us that you are in full compliance with the terms and conditions and application procedures of the Public Offer.
- b. You agree to use HSBC IPO Nominee Services in strict compliance with these Conditions and the provisions (in particular, the terms and conditions of the Public Offer and the selling restrictions) set out in the Offering Documents and this application form. You acknowledge that we are not required to submit an application on your behalf if you do not comply with any of the provisions or requirements set out in these Conditions, the Offering Documents or this application form.
- c. You undertake and agree to accept the securities applied for, or any lesser number allocated to, you or pursuant to your application using HSBC IPO Nominee Services.
- d. If applicable, you authorise us to instruct and authorise the Issuer or other parties (or their respective agents or nominees) in connection with the Public Offer to execute any transfer forms, contract notes or other documents on your behalf, to do on your behalf all things necessary to register any securities allocated to you in your name(s), as required by the articles of association of the relevant Issuer, and to give effect to the arrangements described in the Offering Documents.
- e. In the case of equity offerings, you agree that we have the ability to authorise, on your behalf, the Issuer to place your name(s) on the register of members of the Issuer as the holder of any securities allocated to you.
- f. Where multiple applications are not permitted in a Public Offer, you undertake that the application made by you using HSBC IPO Nominee Services is the only application made by you in that Public Offer. You are fully aware that multiple or suspected multiple applications will, in a Public Offer which does not allow multiple applications, be rejected. You further acknowledge that we may (but have no obligation to) act on your first instruction received by us.
- g. You authorise us, or our nominee(s) (as the case may be) to sign all documents and to do all things necessary to enable you to be registered as the holder(s) of the securities allocated to you, and as required by the articles of association of the Issuer of the securities.
- h. You authorise us to disclose and transfer to any person all information relating to you in connection with your application for securities in a Public Offer if such disclosure and transfer is (i) required by any Applicable Regulation, (ii) requested or required in connection with that Public Offer, or (iii) in our reasonable opinion, necessary for our provision of HSBC IPO Nominee Services. The persons to whom we disclose and transfer your information may include any government, regulatory or tax authority in any jurisdiction, the Issuer, other parties in connection with that Public Offer (including the receiving banks, custodians, depositories, registrars and sponsors in an equity offering or the Central Moneymarkets Unit Service operated by Hong Kong Monetary Authority, or other custodian or depository in a debt offering), and any of our subcontractors, affiliates or nominees. We are authorised to transmit information relating to you to, or through, and to store that information in various locations in or outside Hong Kong as we reasonably consider appropriate or useful for the provision of HSBC IPO Nominee Services.
- i. You will not, and will not attempt to, copy, reproduce, republish, frame, upload to a third party, transmit or distribute the whole or any part of the Offering Documents or the application form.
- j. You understand that it is your sole responsibility to determine independently whether to make an application for securities in a Public Offer and to seek independent professional advice on legal, tax and other issues in connection with the use of HSBC IPO Nominee Services, these Conditions, the Offering Documents and any transactions and dealings which may affect you under all applicable laws. We do not provide solicitation, recommendation, investment advice or guidance on any application for securities made by you using HSBC IPO Nominee Services. By making any such application, you are considered as having made such application based on your own judgment and investment decision.
- k. You undertake that at all times you have all authorisations and consents necessary for the transfer, use, control or processing of personal data and other information furnished to or received by us in connection with or pursuant to your use of HSBC IPO Nominee Services. You will indemnify us, HSBC Holdings plc and its subsidiary and associate undertakings and their respective branches ("HSBC Group") for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the infringement of any other person's rights or violation of any Applicable Regulation caused by the transfer, use, control or processing of personal data and other information pursuant to our provision of HSBC IPO Nominee Services.

## 13. Fees, Expenses and Rebates

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

## 14. Delegation

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

## 15. Amendments

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

## 16. Communication

- a. We may prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Conditions.
- b. You will be considered as having received any notice given by us:
  - (i) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
  - (ii) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
  - (iii) immediately after faxing it to the fax number last notified in writing by you (if sent by fax); or
  - (iv) immediately after emailing it to the email address last notified in writing by you (if sent by email).
- c. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.
- d. Where the Investment Account is in joint names, any notice under these Conditions to any of you will be considered as effective notification to all of you.

## 17. Severability

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

## 18. Waiver

No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

## 19. Governing Law and Jurisdiction

- a. These Conditions are governed by and will be construed according to the laws of the Hong Kong Special Administrative Region ("Hong Kong").
- b. You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- c. These Conditions may be enforced in the courts of any competent jurisdiction.
- d. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Conditions.

## 20. Governing Version

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

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

- a. Use of IPO loan
  - (i) An IPO loan ("Loan") should be used exclusively to finance (in whole or in part) the application for securities in a Public Offer made by you ("Subscription Application").
  - (ii) The Subscription Application will be made by us or our nominee(s) on your behalf pursuant to the IPO Loan Details section of this application form submitted by you to us. Any amount advanced under the Loan should be drawn down in one lump sum and partial drawing is not permitted. We will draw down the amount on such date as we decide, but no later than the closing date of the relevant Public Offer ("Drawdown Date"). We will apply the amount directly for the application if made by us or remit the amount to our nominee(s) directly if the application is made by our nominee(s).
- b. Your responsibility to pay any balance of Subscription Cost and provide information
  - (i) You are solely responsible to (1) pay any balance of the Subscription Cost for the Subscription Application that is not covered by the amount advanced by us under the Loan ("Balance"), and (2) provide to us or our nominee(s) all documents and information necessary to enable us or them to make the Subscription Application on your behalf.
  - (ii) You should ensure that there are available cleared funds in your Settlement Account no later than 00:00 a.m. on the day which is one (1) business day prior to the closing date of the Public Offer. You irrevocably authorise us to apply the Balance from the Settlement Account directly for the Subscription Application if made by us or remit it to our nominee(s) if the Subscription Application is made by them.
  - (iii) You understand that we or our nominee(s) will not make the Subscription Application on your behalf unless we or they have received no later than 00:00 a.m. on the day which is one (1) business day prior to the closing date of the Public Offer (1) the Subscription Cost for the Subscription Application in full, and (2) all documents and information necessary to enable us or our nominee(s) to make the Subscription Application.
- c. Application of refunded amount to repay Loan
  - (i) If the Subscription Application is wholly or partially unsuccessful, the amount refunded by the Issuer to us or our nominee(s) will be used to repay the Loan (in whole or in part). We will apply the amount refunded to repay the Loan on the day we or our nominee(s) receive such amount from the Issuer (if such day is a business day) or on the following business day ("Repayment Date").
  - (ii) You agree that our nominee(s) will hold the amount refunded to them on trust to pay that amount to us and you have no right or claim to any amount refunded. You irrevocably authorise (1) our nominee(s) to pay to us any amount refunded to them in repayment of the Loan or any other amount payable by you under these Conditions, and (2) us to deduct from your Settlement Account on or after the Repayment Date an amount equal to balance of the Loan not repaid by the amount refunded.
  - (iii) We will credit to your Settlement Account (without interest) any amount remaining after we have fully exercised our rights relating to the amount refunded by the Issuer.
- d. Interest on the Loan
  - (i) You are required to pay interest on the Loan from the Drawdown Date up to the Repayment Date at such rate as specified by us from time to time. You irrevocably authorise us to deduct all accrued interest from your Settlement Account on the Repayment Date.
  - (ii) If the Issuer decides not to proceed with the IPO, interest will accrue on the Loan up to the latest of (1) the day on which we or our nominee(s) receive the refunded amount from the Issuer, (2) the day on which the Loan is repaid in full, or (3) the Repayment Date.

- (iii) Any amount payable by you under these Conditions and interest accrued on such amount which are due and not repaid will bear default interest. Such default interest will accrue at the rate applicable to unauthorised overdraft facility in your Settlement Account up to the day on which all amounts payable by you under these Conditions are repaid in full.
  - (iv) All interest payable by you under these Conditions will accrue from day to day and be calculated on the basis of actual days elapsed and a 365 (or 366, as applicable) day year.
- e. Our overriding right of demand
- Even if we grant the Loan to you, the Loan is subject to our overriding right to demand repayment at any time.
- f. Security for the Secured Indebtedness
- (i) In consideration of our agreeing to provide and continue providing the Loan to you, by way of security for the due and punctual payment of your indebtedness to us in respect of the Loan, you as beneficial owner assign (and agree to assign) to us absolutely all your rights, title, interest and benefit, present and future in and to (1) the amount of application money held by the receiving bank as may be specified in the Offering Documents ("Receiving Bank") and (2) the securities to be allotted by the Issuer pursuant to a successful Subscription Application, together with all claims, rights and remedies which you may have against the Receiving Bank and the Issuer respectively in connection with (1) and (2) above or otherwise in connection with the Subscription Application.
  - (ii) In addition to and without reducing or limiting the effect of the security created by Condition 21(f)(i) above and the security and other rights and interests conferred on us under the Settlement Account Conditions, Integrated Account Conditions, Securities Account Conditions or Securities Margin Trading Service Account Conditions (each and collectively, the "Existing Terms"), you charge, pledge and assign to us, and confirm the charge, pledge and assignment to us pursuant to the Existing Terms, as beneficial owner of the following accounts, assets, property, rights and benefits up to the amount of the Secured Indebtedness (defined below) to secure the Secured Indebtedness:
    - (1) each of your Integrated Account, Investment Services Account, Securities Account, Securities Margin Trading Service Account (if applicable) and Settlement Account (each, a "Charged Account") and all and any assets and property which stand to the credit of each Charged Account (including the securities subscribed on your behalf pursuant to a Subscription Application) at any time and from time to time. These assets and property may comprise deposits (including renewals and extensions of the deposits), monies, interest on such deposits and monies (each in any currency or denomination and irrespective of any change in currency or denomination), gold and any other precious metals and commodities, stocks, shares, bonds, notes, options and other money market, debt and financial instruments, whether negotiable, bearer or in any other form, and investments and securities of any kind;
    - (2) all and any further assets and property deposited in each Charged Account from time to time; and
    - (3) all rights and benefits attaching or accruing to, and all proceeds of sale of, any of the assets and property referred to in paragraphs (1) and (2) above.

This charge, pledge and assignment is given by you to us as a continuing security for the due and punctual payment to us of your indebtedness in respect of the Loan and all other moneys and sums due or owing from you to us from time to time pursuant to these Conditions ("Secured Indebtedness"), and for the performance of all your obligations to us from time to time under these Conditions.
  - (iii) The security given by you to us under Condition 21(f)(i) and (ii) above is:
    - (1) in addition to and may be enforced by us even if we have been given any other guarantee, indemnity or collateral security or any other power, right or remedy now or at any time hereafter, and without reducing or limiting the effect of any such other guarantee, indemnity, collateral security, power, right or remedy; and
    - (2) a continuing security to secure the ultimate balance of the Secured Indebtedness without being affected by your death, bankruptcy, liquidation, winding-up, incapacity or change in your constitution, or any intermediate or partial payment or settlement of the Secured Indebtedness, or satisfaction of the whole or any part of the amounts outstanding under the Loan or your obligations under these Conditions.
- g. Our set-off right and lien
- (i) We may, at any time and without notice, without being affected by any settlement of the Secured Indebtedness or other matter, combine or consolidate all or any of your accounts with us (including each Charged Account) and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of your obligations or liabilities to us in respect of the Loan or otherwise pursuant to these Conditions or in respect of any other indebtedness due from you to us. Where any such combination, consolidation, set off or transfer requires the conversion of one currency into another currency, such conversion shall be calculated at the exchange rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you.
  - (ii) You irrevocably authorise us to exercise a lien over all your property (including all assets and property in each Charged Account) coming into our possession or control at any time and from time to time, for custody or any other reason and whether or not in the ordinary course of banking business, with our power to sell such assets and property, if necessary, and apply the net proceeds of sale to satisfy any Secured Indebtedness or in respect of any other sum due or owing from you to us.
  - (iii) Even if you have given us any instruction relating to the application of any funds standing to the credit of any of your accounts maintained with us, we are entitled to withhold and apply any such funds to the extent necessary to secure repayment of the Secured Indebtedness and performance of your obligations to us under these Conditions.
  - (iv) Without limiting or reducing the effect of the other provisions, you irrevocably authorise us to do the following (or any of them):
    - (1) to (a) hold and sell all or any of the securities held in your Investment Services Account, Securities Account and Securities Margin Trading Service Account (if applicable) at any time in such manner and on such terms at our discretion, (b) apply the net proceeds of sale to satisfy any Secured Indebtedness or in respect of any other sum due or owing from you to us, (c) execute any transfer forms, contract notes and any other documents on your behalf, (d) cancel or amend any instruction to sell or deliver any securities which you may have given us, and (e) do any other things (including instructing our nominee(s) to take any steps and action) that are necessary for these purposes. This authority covers your Investment Services Account, Securities Account and Securities Margin Trading Service Account (if applicable), including the securities subscribed on your behalf pursuant to a Subscription Application; and
    - (2) to deduct from (a) any amount refunded by the Issuer, (b) the proceeds of sale of any securities, or (c) your Settlement Account or any other account maintained by you with us all and any costs, fees, charges, expenses and taxes payable or incurred by us or our nominee(s) in connection with the Loan or the Subscription Application, and to instruct our nominee(s) to effect the deduction as applicable.
- h. Limitation of our liability
- You understand that (i) the Subscription Application may not be successful in full or at all, and (ii) we have no authority to accept the Subscription Application on behalf of the relevant Issuer. Our receipt of the Subscription Application from you does not amount to acceptance by the relevant Issuer. Neither we nor our nominee(s) owe any liability to you if the Subscription Application is not successful in full or at all for any reason.
- i. Your confirmation
- (i) If the laws of any place outside Hong Kong are applicable to your application for securities in a Public Offer, you confirm that (1) you have complied with all such laws, and (2) neither we nor our nominee(s) will infringe such laws as a result of providing any service to you relating to the application.
  - (ii) We and our nominee(s) are entitled to rely on any confirmation and declaration made by you in relation to your application for securities.

- (iii) You understand that we do not provide solicitation, recommendation, investment advice of any nature in providing the Loan or other services to you under these Conditions. You confirm you have received a copy of the Offering Documents relating to the Public Offer. You have to make your own decision whether to subscribe for the securities in a Public Offer having regard to the information and statements in the Offering Documents. You should seek advice from your own professional adviser if you are in doubt.
- j. Your indemnity  
You are required to fully indemnify us and our nominee(s) and to keep us and our nominee(s) fully indemnified, on a continuing basis, against any loss, damage, claim, liability, penalty, cost or expense incurred or suffered by us and our nominee(s) arising out of or in connection with your breach of or failure to perform any of your confirmations, declarations and obligations in relation to the Loan, the Subscription Application or these Conditions.
- k. Loan granted to Investment Account in joint names  
Where the Investment Account is in joint names:
  - (i) all account holders of the Investment Account are jointly and severally liable with each other for the obligations and liabilities in connection with the Loan; and
  - (ii) all the confirmations and declarations in connection with the Loan made by any of you shall be deemed to have been made by each of the account holders.
- l. You understand that the personal data provided in the Loan application/Subscription Application, and details of transactions or dealings between we and you will be used, stored, disclosed and transferred (in and outside Hong Kong) to such persons as we consider necessary, including any member of the HSBC Group, for any purpose in connection with services we may provide to you, and/or in connection with matching for whatever purpose with other personal data concerning you, and/or for the purpose of promoting, improving and furthering the provision of services by us and/or other HSBC Group members to customers generally. You have the right to request access to and correction of any personal data or to request the personal data not to be used for direct marketing purposes.

# 香港上海滙豐銀行有限公司

## 證券孖展買賣服務條款及細則

*證券孖展買賣服務一覽表		
服務特點		更多詳情
服務種類	<p><u>證券孖展買賣服務</u></p> <ul style="list-style-type: none"> <li>本行可執行閣下的買賣指示，包括購買、認購、出售或處置證券的指示；以及關於交付與證券相關的產權文件或任何其他文書的指示。</li> <li>如本行收到閣下購買或認購證券的指示，本行將在合理可行的範圍內盡快通知閣下有關於證券是否非認可證券。本行有權拒絕為購買或認購非認可證券提供資金。</li> <li>如閣下的指示不涉及非認可證券，本行將告知閣下每一種有關證券的股票孖展比率。</li> </ul> <p><u>託管服務</u></p> <ul style="list-style-type: none"> <li>本行可代保管或安排他人保管證券。</li> <li>本行可按閣下的指示存入及提取證券。</li> </ul>	證券孖展買賣服務條款及細則 - 第 2、第 3 及第 4 條
主要條款		更多詳情
指示	<ul style="list-style-type: none"> <li>本行可酌情接受電話指示或互聯網指示以處理出售或購買證券或有關服務的其他事宜。</li> </ul>	證券孖展買賣服務條款及細則 - 第 10 條
透支信貸	<ul style="list-style-type: none"> <li>本行同意透過證券孖展結算戶口向閣下提供最高達最高本金額的透支信貸。</li> <li>本行可於任何時間透過向閣下發出通知而修訂信貸限額、取消或終止透支信貸，及要求閣下即時清還尚欠的所有金額及款項。</li> <li>如根據透支信貸提供墊支會導致最高本金額被超逾，將不獲提供該墊支。</li> </ul>	證券孖展買賣服務條款及細則 - 第 5 及第 6 條
客戶的責任	<ul style="list-style-type: none"> <li>閣下須在任何時間均按本行的要求監察及維持貸款金額及戶口孖展比率。</li> </ul>	證券孖展買賣服務條款及細則 - 第 8 條
費用及開支	<ul style="list-style-type: none"> <li>閣下須按本行的銀行服務費用簡介就服務支付費用及開支。</li> <li>本行會從閣下的任何戶口中支取閣下須付的任何費用及開支。如該等支賬使相關戶口出現透支的情況，閣下有責任應本行要求清還所欠金額連同按本行指定的利率就所欠金額累算的任何利息及費用。</li> </ul>	證券孖展買賣服務條款及細則 - 第 3.4(a)(iii) 及第 6.2(b) 條
終止服務	<ul style="list-style-type: none"> <li>本行可向閣下發出不少於 30 日事先書面通知，以結束證券孖展買賣服務戶口或證券孖展結算戶口（或兩者）。</li> <li>閣下可向本行發出不少於 30 日事先書面通知，以結束證券孖展買賣服務戶口及證券孖展結算戶口。</li> <li>如發生任何違約事件，本行有權即時終止服務，並結束證券孖展買賣服務戶口及證券孖展結算戶口，而無須通知閣下。</li> </ul>	證券孖展買賣服務條款及細則 - 第 14 條

\* 證券孖展買賣服務條款及細則適用於服務。本表載有的主要產品條款的簡介僅供參考之用，並不擬取代證券孖展買賣服務條款及細則。如有任何不一致，概以證券孖展買賣服務條款及細則為準。



## 證券孖展買賣服務條款及細則

**重要提示！閣下在使用證券孖展買賣服務前，請細閱本條款及細則。請閣下特別注意本條款及細則附錄二的風險披露。**

閣下使用證券孖展買賣服務（包括設立戶口），即被視為已接受本條款及細則並受其約束。

### 1. 定義及釋義

本文件（包括附錄）所用詞語的定義載於附錄一。詮釋本文件條文的規則亦載於附錄一。

### 2. 提供證券孖展買賣服務

#### 2.1 提供的證券孖展買賣服務

- (a) 本行可按本條款及細則及本行指定的其他條款及細則提供證券孖展買賣服務。本行有權不時作出下列（或其中任何一項）事項而無須事先通知閣下：
  - (i) 推出新服務（或新種類的服務）；
  - (ii) 更改、暫停或撤銷任何現有服務（或現有種類的服務）；及
  - (iii) 指定或更改服務的範圍及程度。
- (b) 本行可（但無責任）向閣下提供下列證券孖展買賣服務（或其中任何一項）：
  - (i) 開立及維持證券孖展買賣服務戶口及證券孖展結算戶口；
  - (ii) 受限於第 5 條的透支信貸；
  - (iii) 按所有適用法規持有或安排保管證券，並以本行認為合適的名義及以閣下或本行代名人義登記證券；
  - (iv) 在本行訂明的條件下，持有未繳足股款的證券；
  - (v) 在收到所需的款項的情況下，按閣下的指示購買或認購任何種類的證券或其他投資；
  - (vi) 按指示或本條款及細則的條文出售或以其他方式處置證券及處理所得款項，並代閣下訂立任何與證券有關的協議或文書；
  - (vii) 按閣下的指示及在閣下承擔風險的情況下向閣下或按閣下要求交付有關證券（非屬抵押證券）的產權文件及任何其他文書；
  - (viii) 因任何催繳、認購、招售、收購、管有、兌換、轉換、贖回、處置或以其他交易而要求、收取、接收、繳付及作出有關證券的付款或分配，及因任何合併、整合、改組、接管、破產或無力償債等訴訟程序、債務妥協或安排而採取任何行動；
  - (ix) 非全權投資管理服務；
  - (x) 與任何市場或投資有關的評論、金融資料及數據；
  - (xi) 「e 提示」服務，並透過閣下的通訊設備顯示信息；及
  - (xii) 本行及閣下不時同意的任何其他服務。

#### 2.1A 服務的範圍

- (a) 就購買及／或出售任何產品而言：
  - (i) 本行可根據第 2.1B(a)(i) 或 (iii) 條向閣下招攬銷售或建議產品；及／或
  - (ii) 閣下可根據第 2.1B(a)(iv) 條在沒有本行的任何招攬或建議或與之不一致的情況下進行交易。
- (b) 除根據第 2.1B(a)(i) 及 (iii) 條所載為確保合理合適性外，本行並不提供諮詢服務，亦因此不會承擔招攬銷售或建議任何產品方面任何有關諮詢的謹慎責任或義務。
- (c) 向閣下提供有關產品或服務的任何廣告、市場推廣或宣傳物料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何產品或服務。
- (d) 除本條款及細則或其他有關任何產品的條款及細則所訂明者外：
  - (i) 本行不會就個人資產分配、投資組合和投資策略給予意見；及
  - (ii) 就本行並無向客戶分銷或提供的產品而言，本行並無任何義務提供任何關於購買或出售的服務或提供意見。
- (e) 就新股認購 (IPO) 而言，附錄三的指定條款及細則將適用。

#### 2.1B 與本行進行的購買或出售產品交易

- (a) (i) 假如本行向閣下招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮閣下的財政狀況、投資經驗及投資目標（「**客戶財務資料**」）後而認為合理地適合閣下的。
  - (ii) 本條款及細則的其他條文或任何其他本行可能要求閣下簽署的文件及本行可能要求閣下作出的聲明概不會減損第 2.1B(a)(i) 條的效力。
  - (iii) 如本行向閣下招攬銷售或建議的任何投資產品並非金融產品（保險產品除外），本行亦將確保該產品是本行基於本行作出的合適性評估而認為合理地適合閣下的。本行作出該等評估時，如適用的監管要求需要，本行會考慮閣下的財政狀況、投資經驗及／或投資目標。
  - (iv) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及／或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第 2.1B(a)(iv) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。
  - (v) 除第 15.1(i) 條所載者外，閣下或任何其他人士就有關或因第 2.1B(a)(iv) 條項下的任何交易而招致或蒙受的任何損失（包括間接或相應而生的損失）、任何形式的成本或損害，本行無須負責。
- (b) 透過與本行進行購買或出售產品的交易，閣下確認由閣下向本行提供的任何資料（包括客戶財務資料）為完整、準確及最新。當本行評估合適性時，將依賴閣下的確認。

- (c) 閣下與本行進行購買及／或出售產品的交易前，閣下應：
- (i) 考慮閣下本身的狀況及明白產品特點、條款和風險，如閣下對產品有任何問題，應聯絡本行；
  - (ii) 知悉本行並無持續責任確保其向閣下招攬銷售或建議的產品仍然適合閣下；
  - (iii) 知悉如有關閣下、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合閣下；及
  - (iv) 知悉本行並不會就閣下的投資提供法律、稅務或會計意見，因此，閣下應考慮就其投資取得獨立專業意見（包括法律、稅務及會計意見）（如需要）。
- (d) 本第 2.1B 條於 2017 年 6 月 8 日（「生效日期」）生效，並應用於：
- (i) 本行於生效日期當日或之後向閣下作出的任何產品招攬及／或建議，條件為閣下跟隨本行作出的招攬及／或建議，與本行進行購買及／或出售該產品的交易；及
  - (ii) 閣下在沒有本行的任何招攬或建議或與之不一致的情況下，於生效日期當日或之後與本行進行購買及／或出售產品的任何交易。

## 2.2 以適用法規為準

證券孖展買賣服務的提供及使用受適用法規限制。就此而言：

- (a) 如本條款及細則與任何適用法規有任何不一致，概以適用法規為準。
- (b) 適用法規及本行為防止違反適用法規或為對違反適用法規的行為作出補救而採取的任何行動或步驟，均對閣下具有約束力，如同適用法規已在本條款及細則明確列明一樣。

## 2.3 本行的一般權限及權力

本行有權（但無責任）採取本行認為適當或有用的步驟，讓本行提供證券孖展買賣服務及行使本行在本條款及細則下的權限及權力，而無須給予閣下事先通知或獲得閣下事先同意。該等步驟可包括下列（或其中任何一項）事項：

- (a) 為遵守任何適用法規採取行動或不採取行動。適用法規可要求本行提供關於閣下及向閣下提供的證券孖展買賣服務的身分詳情及其他資料；
- (b) 代閣下預扣或繳付任何應付或有關證券的稅項；
- (c) 如閣下的證券以本行或本行委任的任何其他人士的名義登記（但不包括其他情況），本行會就收到有關證券的資料、通知及其他通訊通知閣下。除非本行收到及同意閣下明確的書面指示，並在按照本行要求的條件、彌償及預留開支的情況下，本行無責任（i）就本行對閣下作出的通知，使閣下有足夠時間就通知內指定的任何事項向本行發出指示，或（ii）就授權書、出席會議及投票，本行沒有職責調查、參與或採取肯定行動。在沒有或延遲收到閣下的指示的情況下，本行有權按預設的立場或酌情行事。如任何證券包括任何一家在認可的證券交易所上市的公眾公司的任何普通股（或在所有情況下在股東大會上均享有投票權的其他類別的股份），或在其他方面構成該等公眾公司的有關股本，則本行就該等證券並無酌情權；
- (d) 將閣下的證券與其他人士的財產匯集混合，並以混合保管方式持有閣下的證券；
- (e) 向閣下歸還證券，而其可能與該等存入本行或本行所收到的證券的編號或識別號碼不同，但歸還給閣下的證券須為同一類別及面值；
- (f) 按本行法律顧問、會計師、經紀或其他專業顧問的意見行事，但無須就該等人士的任何行為或遺漏負責；
- (g) 不接受證券的存入，或不向閣下歸還任何證券，而無須給予任何理由或事先發出通知；
- (h) 參與並遵守規管銀行、金融服務或證券業務及提供中央結算、交收及類似設施的任何存管處或系統的任何機構的規則及規例，並按該存管處或系統的慣常運作條款把證券存於該中央存管處或系統。在各個情況下，本行無須就有關機構、存管處或系統的管理人或經營者的任何作為或遺漏負責；
- (i) 作為閣下的代理，就與本行履行本條款及細則下的責任有關的證券，向有關經紀及中央結算系統存管處交付或收取任何款項、股票及其他文件；及
- (j) 一般來說，作出就提供證券孖展買賣服務或行使本行在本條款及細則下就抵押債券享有的權限及權力而言屬必要或附帶的所有行動及事宜。

## 2.4 本行就客戶證券及證券抵押品的權限

- (a) 在不限制或削弱本行的一般權限及權力的情況下，閣下明確授權本行及每個有聯繫實體，以下列方式處理不時由或代本行或任何有聯繫實體收取或持有的客戶證券及證券抵押品，而無須另行通知閣下或獲得閣下同意：
  - (i) 按任何指示（不論指示以書面或任何其他方式發出）用任何方法出售任何客戶證券或證券抵押品；
  - (ii) 就與任何客戶證券或證券抵押品有關而影響閣下（作為該等客戶證券或證券抵押品的擁有人）的任何行動（包括任何權利或發新股或任何基金、股額或股份的整合、拆細、或重定面值或任何其他慣常事件），（1）作出認購、接納或處置由此產生的任何權利、利益、權益或享有權，或按閣下的指示（不論以書面或任何其他方式發出）用任何方法處理或行動（惟任何時間均須以該等客戶證券或證券抵押品發行、公開發售或出售時的組織章程或銷售文件中任何適用條文為準，而閣下授權本行按該等條文處理或行動或不作任何處理或行動，而無須按指示行事），或（2）在沒有或延遲收到閣下的指示的情況下，以本行認為適當的方法行事以保護閣下的利益；
  - (iii) 在任何適用法規的規限下，把任何客戶證券或證券抵押品存於任何託管人或代名人（包括代表任何交易所或結算所的任何託管人或代名人）並由其持有，及因任何目的把任何客戶證券或證券抵押品在該等託管人及代名人之間轉移；
  - (iv) 把任何證券抵押品存於任何由證監會認可的任何結算所或存於任何證券交易商，以作為履行及清償本行交收責任及債務的抵押品；
  - (v) 如任何適用法規要求或為保障閣下或本行，按當時的市場狀況出售、處置或以其他形式處理任何客戶證券或證券抵押品。本行會將該等出售或處置的所得款項（扣除合理開支）存入證券孖展結算戶口。在合理可行情況下，本行會於進行任何該等出售或處置前通知閣下；
  - (vi) 用本行認為適當的方法處理任何客戶證券或證券抵押品，以便本行向閣下提供證券孖展買賣服務，並不時考慮適用法規及當時市場慣例；
  - (vii) 在受限於適用法規的前提下，按書面指示以任何其他方法提取或處理任何客戶證券或證券抵押品；及
  - (viii) 作出就履行上述活動（或任何一項活動）而言屬必要或附帶的所有行動及事宜。
- (b) 閣下可提前最少三十（30）日向本行發出事先書面通知撤銷閣下在第 2.4（a）條下作出的（全部或部分）授權。如本行認為欠缺該授權會導致本行未能繼續在實際可行的情況下向閣下提供有關的證券孖展買賣服務，本行有權在向閣下發出通知後即時終止證券孖展買賣服務（或其任何部分）。
- (c) 在不限制或削弱本行在第 14 條下暫停或終止任何證券孖展買賣服務的權利的情况下，第 2.4（a）條的條文如與本條款及細則的其他條文有任何不一致，概以前者為準。

## 2.5 閣下的指示

- (a) 如閣下欲使用任何證券孖展買賣服務，須向本行發出書面指示。本行有權不時設定或更改透過作出電話指示或互聯網指示而提供的該等證券孖展買賣服務。為清晰起見，如本條款及細則要求閣下作出指示，本行獲授權按受權人士的指示行事。
- (b) 所有涉及購股權及集體投資計劃的指示及交易均受限於該等產品說明、銷售文件、章程文件、資料備忘錄、招股章程及有關購股權或集體投資計劃的其他文件；本行會應閣下要求將上述有關文件提供予閣下。
- (c) 按本條款及細則執行的指示及交易在所有方面對閣下均具約束力。閣下不可在沒有本行的同意的情况下（而本行可在給予同意時指定條件）撤銷、撤回或修訂任何尚未執行的指示。
- (d) 閣下授權本行執行閣下發出或看似是由閣下發出的任何指示。本行沒有責任查證發出指示的人士的身份。如本行合理地認為指示是由閣下發出或經閣下授權，本行可執行該指示，並無須就此在任何情況下負責。當本行基於誠信理解及執行指示，即使（i）該指示不正確、虛假或不清晰，或（ii）非由閣下發出或非經閣下授權，閣下亦須受該指示約束。
- (e) 本行有權按照其正常的商業慣例及程序行事而只接受（本行認為）實際可行及合理的指示。如本行認為有合理原因拒絕該指示，本行有權接受或拒絕任何指示或就接受指示指定任何條件，而無須給予任何理由。
- (f) 閣下明白因市場情況、在任何匯兌方面的實際限制及證券價格急速轉變或貨幣匯率波動，本行未必能於任何特定時間或價格執行閣下有買賣證券的指示。如閣下指示未被完全執行或僅部分被執行，本行無責任即時通知閣下，而如閣下要求就此方面的確認，閣下應隨後聯絡本行。就因或有關市場情況或本行合理控制以外的任何其他原因而引致任何指示未有被執行或未有被全部執行，導致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責。
- (g) 除非閣下另有指示，如本行於交易日收到的買賣證券指示因任何原因未被完全執行或僅部分被執行，則該指示（或其中未被執行的部分）會視為在該交易日結束時失效。

## 3. 開立及操作戶口

### 3.1 維持所需戶口

- (a) 為使用證券孖展買賣服務，閣下最少須於本行以閣下的名義開立及維持並按本條款及細則操作以下戶口：
  - (i) 證券孖展買賣服務戶口；及
  - (ii) 證券孖展結算戶口。
- (b) 除本條款及細則外，證券孖展結算戶口受不時生效的本行特定戶口規則規管。為清晰起見，（i）就釐定貸款、貸款與估值比率、貸款與借貸限額比率，及閣下是否已履行補倉通知而言，本行只會計算在證券孖展結算戶口內並已存入證券孖展結算戶口的可用款項，及（ii）閣下於本行維持的任何其他存款或現金戶口將不會被計算在內。
- (c) 本行不會就證券孖展結算戶口發出支票簿，亦不會接受直接扣賬指示、自動轉賬或常行指示。

### 3.2 購買證券的指示

- (a) 如本行收到購買或認購證券的指示，本行將在合理可行的範圍內盡快通知閣下有關於證券是否非認可證券。本行有權拒絕為購買或認購非認可證券提供資金。
- (b) 如指示不涉及非認可證券，本行將告知閣下每一種有關證券的股票孖展比率。在受限於第 8 條的前提下，本行有權不按指示行事，除非於接獲及執行指示時：
  - (i) 貸款不超過最高本金額；及
  - (ii) （1）證券孖展結算戶口的可動用款項及（2）未動用的透支信貸的總和超過按下列公式計算的金額：  
〔購買價 x (1 - 股票孖展比率)〕 + 開支就上述目的而言：  
**開支**指就購買或認購證券而招致的所有費用及開支，包括印花稅、佣金及交易徵費；及  
**購買價**指按指示而購買或認購有關證券的價格。
- (c) 如證券孖展結算戶口的結存額不足以支付閣下於交收日期就購買或認購證券的付款責任，則本行將根據透支信貸向閣下墊支短欠額，惟（i）購買或認購的證券不是非認可證券，及（ii）墊支不會導致超出最高本金額。閣下付款責任的交收日期會在成交單據顯示。

### 3.3 出售證券的指示

- (a) 在不限制或削弱本條款及細則其他條文的效力的情況下，本行有權拒絕出售證券的指示，除非：
  - (i) 閣下已於本行存入有關證券；及
  - (ii) 如有關證券以閣下或第三者的名義登記，閣下已正式簽署或促使簽署有關該等證券的適當股份過戶文件及沽出單，並已將其交付本行。
- (b) 為執行出售證券的任何指示及完成出售，本行獲授權從閣下存入本行的一籃子證券中，調撥及動用有關數量的有關證券（不論是按第 4.1 (b) 條以本行代名人或中央結算系統代名人的名義註冊）。
- (c) 本行會將出售所得款項淨額（扣除所有經紀佣金、佣金、印花稅、交易徵費及按指示而出售有關證券而招致的其他費用及開支後）存入證券孖展結算戶口，並用該等所得款項作支付及清償（不論全部或部分）貸款（如有）。

### 3.4 證券孖展結算戶口的支賬及入賬

閣下不可撤回授權及指示本行：

- (a) 不時從證券孖展結算戶口支取下列款項（或任何一項）：
  - (i) 購買價、開支及根據透支信貸提供的所有墊支（包括本行代閣下購買或認購證券所需的所有款項），連同按本條款及細則累算下應由閣下支付的所有利息；
  - (ii) 本條款及細則下應向本行或本行的代名人支付的所有交易佣金及託管費用及所有其他款項及款額；及
  - (iii) 本行按本條款及細則代閣下招致（不論是否與任何交易、證券孖展買賣服務戶口、證券孖展結算戶口、抵押證券或其他事項有關）的所有其他費用、徵費、收費、開銷、稅項及實付費用；
- (b) 將本行或本行的代名人因代閣下所持有的證券數額而收取的任何股息或其他分派或利益，按比例分佔存入證券孖展結算戶口；及
- (c) 從證券孖展結算戶口中按比例支取本行或本行的代名人因代閣下所持有的證券數額而蒙受的損失。

### 3.5 成交單據、戶口結單及其他記錄

- (a) 提供證券孖展買賣服務時，本行會保留記錄以符合所有適用法規。該等記錄會把閣下的證券及本行為其自身或為本行的其他客戶持有的資產分開。
- (b) 進行一項交易後，本行會按適用法規向閣下提供成交單據。如成交單據提述交收日期，而因任何原因暫停業務或交易致使未能在該日期進行交收，則交收日期將延遲至下一個交易日。暫停業務或交易的原因可包括懸掛八號或以上的颱風信號或黑色暴雨警告。
- (c) 本行將不時按所有適用法規及本行決定的該時段，向閣下提供有關證券孖展買賣服務戶口或證券孖展結算戶口的戶口結單及交易通知書。如適用法規要求並無要求本行提供結單或通知書，本行可酌情在本行認為適當的情況下提供結單或通知書，不論閣下是否已選擇不接收結單或通知書。
- (d) 閣下應檢查及核對每份由本行提供的成交單據、結單及交易通知書是否準確。閣下應查閱每份成交單據、結單或交易通知書內的記項或交易有否出現因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致的任何錯誤、遺漏、差異、未經授權的交易或不當情況。如成交單據、結單及交易通知書中顯示任何指稱的錯誤、遺漏、差異、未經授權交易或不當情況，閣下應在 (i) (如以專人派遞) 在專人派遞或置放該成交單據、結單或交易通知書於閣下最後以書面通知的地址後；或 (ii) (如以郵寄方式發出) 在本行向上述地址郵寄該成交單據、結單或交易通知書後；或 (iii) (如以電郵方式發出) 本行向閣下最後以書面通知的電郵地址電郵該成交單據、結單或交易通知書後九十 (90) 日內通知本行。如本行未有在指定期間內收到閣下任何該等通知或本行未有就任何錯誤通知閣下，(1) 成交單據、結單或交易通知書即被視為正確、最終並對閣下具有約束力，及 (2) 閣下亦會被視為已放棄就該成交單據、結單或交易通知書向本行提出任何反對或採取任何補救方法的任何權利。
- (e) 本行會按適用法規向閣下提供任何指定成交單據、結單或通知書副本。如本行應閣下要求提供指定成交單據、結單或通知書，本行可就收取合理費用。

### 4. 存於本行或由本行持有的證券

- 4.1 在受限於任何適用法規的前提下，本行為閣下或代閣下購買的所有證券及閣下已存於本行的證券受下列條文規管：
  - (a) 本行以閣下的託管人身分持有及保管該等證券。本行有權將該等證券按本行認為適合的條款存入任何經紀、存管處或該等其他機構。
  - (b) 該等證券可由本行不時酌情決定，以本行的代名人名義登記或以中央結算系統代名人名義為本行認為適當的中央結算系統參與者登記，並由本行代閣下持有。閣下同意簽署所有股份過戶文件及就上述目的而言為有需要或有用的文件。閣下授權本行與任何中央結算系統參與者就託管本行已或擬以中央結算系統代名人的名義登記的該等證券而訂立安排或協議。該等安排或協議可載有本行酌情認為適當的條款及條件 (包括任何豁免條文)，而閣下同意受該等安排及協議約束。閣下須支付本行的代名人或中央結算系統代名人的收費，該等收費會不時從證券孖展結算戶口中扣除，而無須事先通知閣下。
  - (c) 本行可將該等證券互相替換，並與本行其他客戶的證券匯集。本行可在任何時間酌情分配特定證券予閣下，而該項分配為最終並對閣下具約束力。如因任何原因而遺失或任何其他原因未能交付閣下存於本行並由本行與本行其他客戶的證券匯集處理的任何特定類別、公司、面值的全部或任何部分證券，所減少的證券數量或金額將由閣下與本行所有其他有關客戶按比例分擔。
  - (d) 閣下存於本行的證券，由閣下自行承擔風險。如證實本行 (而非任何經紀、存管處或中央結算系統存管處) 疏忽或故意失責，本行會就閣下直接及純粹因本行的疏忽或故意失責而引致的直接及合理可預見的損失及損害負責。
  - (e) 在獲得本行的事先同意的情況下，閣下可向本行發出指示將有關證券轉至閣下指定的中央結算系統參與者賬戶，以提取本行以中央結算系統代名人名義登記的證券。當本行將該轉移指示轉達至由中央結算系統代名人代為持有有關證券的有關經紀或中央結算系統存管處後，閣下即被視為已提取有關證券。本行無責任確保有關經紀或中央結算系統存管處已妥為執行該項指示或閣下的指示中指定的中央系統結算參與者已妥為收到有關證券。
- 4.2 (a) 本行無責任執行透過認購所需股份而接納供股的指示，除非 (i) 本行於本行設定的時限內收到充足即時可用款項，或 (ii) 本行同意根據透支信貸而向閣下提供墊支 (惟貸款於任何時間不得超過最高本金額)。
- (b) 所有由閣下或代閣下接納的供股所配發的股份 (但不包括閣下放棄而轉讓予本行的股份) 將成為閣下存於本行的證券的部分。

### 5. 透支信貸條款及限額

- 5.1 在受限於第 5.3 條及本條款及細則的其他條文的前提下，本行同意透過證券孖展結算戶口向閣下提供最高達最高本金額的透支信貸。
- 5.2 本行有權酌情於任何時間透過向閣下發出通知而修訂信貸限額、取消或終止透支信貸，及要求閣下即時清還有關透支信貸或本條款及細則下尚欠的任何其他債務 (包括本金、利息或開支)。本行亦有權隨時拒絕根據透支信貸向閣下提供任何墊支，儘管貸款並未超過當時適用的信貸限額。除非與閣下另有協定，本行一般會拒絕為任何非認可證券的購買提供資金。
- 5.3 如根據透支信貸提供墊支會導致最高本金額被超過，該墊支將不獲提供。當貸款超出最高本金額，本行將不會向閣下提供任何額外墊支，而在本行的選擇下，閣下須支付予本行 (i) 按本行不時指定的金額計算的有關超出透支信貸額的費用，或 (ii) 按本行不時指定的利率計算有關超出透支信貸額部分的利息。
- 5.4 就任何金額的墊支閣下可在還款後重新借款 (全數或部分)，只要：
  - (a) 重新借款不會導致最高本金額被超過；及
  - (b) 本行並無取消或終止透支信貸。
- 5.5 如新證券的認購由本行提供資金，而閣下或本行獲退回該認購的全部或部分已支付認購款項，閣下或本行 (視情況適用) 須於收到退款後將該退款存入證券孖展結算戶口。如本行的代名人收到退款，本行有權指示本行的代名人於收取退款後將該退款存入證券孖展結算戶口。退款金額將用作扣減貸款。
- 5.6 不得從付款中扣減款項
  - (a) 所有根據或有關透支信貸作出的付款 (包括證券孖展結算戶口未清還的結欠、利息、費用及收費) 必須全數向本行支付。閣下不得從閣下根據或有關透支信貸作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除稅款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到根據或有關透支信貸應付的款項。
  - (b) 閣下同意，作為終止透支信貸的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止透支信貸後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止透支信貸時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到根據或有關透支信貸應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止透支信貸。

- (c) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家／地區的適用法律或法規項下有關透支信貸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）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下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本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。
- (d) 本第 5.6 條於終止透支信貸後仍然繼續有效。

## 6. 抵押、抵銷及留置權

### 6.1 抵押

- (a) 鑑於本行向閣下授予或繼續授予透支信貸，閣下作為實益擁有人謹此向本行抵押、質押及轉讓 (i) 證券孳展買賣服務戶口內由本行的代名人或中央結算系統代名人不時為閣下或代閣下按本條款及細則持有的所有及任何證券（包括按第 8.2 條或因其他原因而存入本行的任何證券），及 (ii) 該等證券所附或連帶的所有權利及利益。
- (b) 按第 6.1 (a) 條設定的抵押作為 (i) 於債項各自的到期日向本行準時支付根據透支信貸所有未清還款項及按本條款及細則閣下不時尚欠本行的所有其他金額及款項，及 (ii) 閣下履行本條款及細則下的所有責任的持續性抵押。
- (c) 如在任何時間本行將抵押證券中任何證券的股票孳展比率重新釐定為零，該等證券將成為非認可證券，並不會被納入計算抵押品價值及最高本金額。在此情況下，本行有權行使第 8 條下的權利。為清晰起見，該等非認可證券僅不會被納入計算抵押品價值及最高本金額，但就所有其他目的被計入為抵押證券。
- (d) 閣下不可撤回授權本行 (i) 以本行代名人名義持有抵押證券，(ii) 作出任何及所有所需行動，及簽立任何及所有所需文件，以轉讓、完成及將任何抵押證券的擁有權轉歸予本行的代名人，並 (iii) 為完善第 6.1 (a) 條設定的抵押，採取本行合理要求的所有其他事宜及簽立所有其他文件。
- (e) 本行會於收到有關抵押證券的所有股息、利息、收入、款項或其他分派時將其存入證券孳展結算戶口。
- (f) 第 6.1 (a) 條設定的抵押 (i) 是本行就債項或閣下在本條款及細則下的責任而不時持有或享有的任何其他擔保、彌償或抵押或其他權力、權利或補償以外的額外抵押，即使有其他擔保、彌償或抵押或其他權力、權利或補償，亦可由本行執行，並 (ii) 作為最終清還債項及履行閣下的責任的持續性抵押，而並不會因閣下逝世、破產或無行為能力，或任何期間或部分付款、清還或履行閣下的債項或責任而被限制或削弱。

### 6.2 抵銷及留置權

本行有權無須事先通知閣下而採取下列（或其中任何一項）行動：

- (a) 就所有本行不時及因任何原因而管有或控制閣下的財產行使留置權（包括證券孳展買賣服務戶口內的所有證券）。本行有權動用該等財產或出售該等財產，並將所得款項淨額用作清還閣下尚欠本行的任何債務；
- (b) 就閣下應向本行繳付的任何金額（包括任何費用、開支或利息），從閣下於本行維持的戶口（包括證券孳展結算戶口）支賬，不論有關戶口是否有充足可用資金、可用透支或其他信貸，即使閣下已就運用任何戶口的資金發出指示。如任何支賬使有關戶口出現透支的情況，閣下有責任應本行要求連同累算費用、開支及利息（以本行可指定的利率就所欠金額累算）清還所有欠款；
- (c) 扣起、組合或合併閣下在本行維持的戶口（包括證券孳展結算戶口）的結餘，並把任何存於任何戶口的款項（不論是存款或信貸額）作抵銷或轉賬，以結清有關透支信貸或在本條款及細則下閣下欠本行的任何金額。閣下的該等欠債 (i) 可能為實際或待確定、現有、將有或遞延、基本性或擔保性的欠債，(ii) 可由閣下獨自或與任何其他人士共同欠下，(iii) 可包括為履行補會通知閣下應付的任何金額及 (iv) 可包括費用、開支或利息；
- (d) 如閣下在本行維持的戶口（包括證券孳展結算戶口）的結餘（不論任何貨幣）等於或少於閣下欠本行的金額，當該等結餘到期或被閣下要求清還時拒不清還。如本行就任何結餘行使此權利，該等結餘將大致按緊接本行行使此權利前有效的條款及細則或本行認為適當的其他條款而列為本行所欠金額；及
- (e) 如任何該等的抵銷、扣起、組合或合併須將一種貨幣兌換至另一種貨幣，該兌換按匯率計算。

## 7. 閣下的確認及同意

### 7.1 閣下向本行確認：

- (a) 閣下確認已細閱並完全明白及接受載於附錄二的風險披露聲明；
- (b) 閣下為證券孳展買賣服務戶口及證券孳展結算戶口中的所有證券及資金的唯一實益擁有人（或如證券孳展買賣服務向兩位或以上人士提供，則該等人士為僅有的實益擁有人），並擁有存於本行或閣下指示本行代閣下處理的所有證券的妥善所有權，且並無產權負擔或任何第三者權益；
- (c) 閣下擁有及將保持於抵押證券的實益擁有權，且並無產權負擔或任何第三者權益（以本行為受益人則除外）；及
- (d) 第 6.1 (a) 條設定的抵押構成及將繼續構成對閣下有效及具法律約束力的責任，並可根據其條款強制執行。

### 7.2 閣下承諾及同意：

- (a) 閣下不得（並不會試圖）就任何證券孳展買賣服務戶口的資產或證券孳展結算戶口中的資金設立或容許產生任何產權負擔或第三者權益，以本行為受益人則除外；
- (b) 閣下會應本行不時的合理要求簽立及交付該等額外的押記、授權書及其他文件，就第 6.1 (a) 條設定的抵押完善本行的擁有權或將其轉歸予本行或使本行向有其所有利益。為此，閣下不可撤回地委任本行為閣下的合法受權人，並追認及確認本行就履行本條款及細則下的權利及權力而簽立的所有文件、或採取的行動及事宜及所有交易。閣下不可撤回地同意此項授權是就保證閣下履行閣下在本條款及細則下的責任而授出；及
- (c) 閣下會取得及保持就第 6.1 (a) 條設定的抵押所需的十足效力及作用的政府及其他批准、授權、許可證及同意，並採取或促使所有所需或有用的行動及事宜，以履行閣下在本條款及細則下的所有責任，或以追認或確認本行就履行本條款及細則下本行的責任或行使本條款及細則下本行的權力而採取的所有事宜。
- (d) 就因或有關按本條款及細則擬進行的任何投資或交易而可能在任何適用法規下影響閣下的任何稅項事宜，閣下會尋求獨立專業意見，而閣下須負責處理該等稅項事宜。此等事宜可能包括為任何投資或交易的利息、股息或任何其他分派或所得款項申請稅務抵免或減低須預扣或已預扣的稅率。除非本行以書面同意，本行無責任就該等稅項事宜提供意見或處理該等稅項事宜。

## 8. 孳展範圍

### 8.1 閣下監察及維持貸款金額及戶口孳展比率的責任

- (a) 閣下須 (i) 在任何時間監察及維持 (1) 貸款不超過最高本金額及 (2) 戶口孳展比率於本行釐定為滿意的水平，及 (ii) 履行本行不時發出的補會通知。

- (b) 閣下須自行負責不時與本行保持聯絡，以確保閣下知悉在有關時間適用的最高本金額、抵押證券的股票孖展比率、戶口孖展比率、補倉通知的狀態及是否已被履行、補足百分比及強制出售百分比。
- (c) 閣下明白及同意 (i) 貨幣匯率波動或抵押證券的市價波動，或 (ii) 本行對第 8.1 (b) 條所載的任何金額，比例或百分比的任何即時有效的更改，可能使戶口孖展百分比達致或超出補足百分比或強制出售百分比，即使閣下不知悉任何該等波動或變更。本行有權行使第 8.3 條下的權利出售或處置抵押證券，即使 (i) 本行未有向閣下發出補倉通知，或 (ii) 本行未有及時知悉閣下已履行補倉通知。只要本行基於誠信行事，本行無須就該出售或處置向閣下負責。

## 8.2 補倉通知

- (a) 本行將根據有關交易所提供的資料及有關貨幣當時適用的匯率以即時估值基準監察及釐定抵押品價值。本行會於日內本行認為適當的時間，更新閣下有關證券孖展買賣服務戶口及證券孖展結算戶口的持倉額。如本行於任何時間釐定貸款超出最高本金額或戶口孖展比率已到達或超出補足百分比 (或兩者)，本行可 (但無責任) 拒絕按閣下或代閣下作出的任何指示行事。本行並有權向閣下發出補倉通知，要求閣下在指定時間內減低貸款或增加抵押品價值 (或兩者) (「補倉通知」)。
- (b) 閣下需採取下列步驟 (或其中任何一項) 以履行補倉通知：
- (i) 將本行接納的金額的額外現金或即時可用款項存入證券孖展結算戶口；
- (ii) 將本行接納的種類及價值的額外證券存入證券孖展買賣服務戶口並抵押予本行；及
- (iii) 透過本行接納的其他途徑，減低貸款或增加抵押品價值，致使貸款不超出最高本金額。
- (c) 為清晰起見：
- (i) 補倉通知不構成對閣下清還貸款或債項的要求；
- (ii) 本行可於一 (1) 日內作出超過一 (1) 次的補倉通知；及
- (iii) 本行有權按本行的紀錄釐定或計算有關價值及金額以決定是否發出補倉通知，即使由於更新本行紀錄或結算存於本行的資金、支票或證券 (或兩者) 需時，該等紀錄未必能反映證券孖展買賣服務戶口或證券孖展結算戶口的最新交易。

## 8.3 本行就孖展要求的權利

- (a) 於作出補倉通知至補倉通知已被履行期間，本行有權 (i) 行使第 6 條及本第 8.3 條下本行的任何權利，而無須通知閣下，及 (ii) 拒絕執行閣下有關證券孖展買賣服務戶口、證券孖展結算戶口或任何證券買賣的任何指示。
- (b) 如在任何時間發生下列事項 (或其中任何一項)，本行有權行使第 8.3 (c) 條所載本行的權利 (不論有否發出任何補倉通知)：
- (i) 本行決定戶口孖展比率已到達或超出強制出售百分比，即使 (1) 本行作出決定時基於本行紀錄，而該等紀錄由於更新本行紀錄或結算存於本行的資金、支票或證券 (或兩者) 需時，未必能反映證券孖展買賣服務戶口或證券孖展結算戶口的最新交易；或 (2) 本行不知道補倉通知已被履行；及
- (ii) 本行基於誠信認為市場情況可能導致投資者承擔不能接受的風險或重大虧損，包括不穩定、不利或不正常市場情況。
- (c) 在發生第 8.3 (b) 條所述的任何事件隨後任何時間，本行可 (但無責任) 在本行認為適當的情況下採取下列行動 (或其中任何一項)，而無須作出要求、通知、法律程序或其他訴訟：
- (i) 終止透支信貸；
- (ii) 取消或修訂任何尚未履行的指示；及
- (iii) 於有關市場或以私人合約方式，按本行酌情認為適當的條款出售、變現、贖回、結清或以其他方式處置所有或任何抵押證券，而不附帶閣下可能擁有的任何索償、贖回、衡平法上或其他權利或權益。
- (d) 本行有權選擇出售或處置全部、任何或部分抵押證券，包括出售或處置較所需數量為多的抵押證券以減少貸款至不超出最高本金額。本行亦有權按本行認為適當的任何條款隨時出售或處置抵押證券。就因或有關任何該等出售或處置而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責。閣下無權就未有以較佳的價格或時間出售或處置抵押證券而對本行行使任何權利或作出申索。
- (e) 本行會酌情將出售、變現、贖回、結清或處置抵押證券任何所得款項，存入證券孖展結算戶口，以扣減貸款，直至貸款已獲全數清還或降至不超過最高本金額。

## 9. 轉委

- 9.1 本行可委任任何其他人士作本行的代理或代名人為本行履行任何證券孖展買賣服務。該人士包括以本行的代理或代名人的身份行事的任何服務供應商或分包商，而不包括任何第三者服務供應商或分包商。就此 (i) 本行可向該人士轉授本行的任何權力，而 (ii) 閣下授權本行向該人士披露或轉移有關閣下、證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口的任何資料。在受限於第 15 條的前提下，本行仍須為本行在本條款下委任的任何人士的疏忽或故意失責負責，猶如本行自行履行有關服務一樣。
- 9.2 本行有權聘用任何人士協助本行追討及收回閣下欠本行的任何未清還或逾期的金額。該等人士包括任何收數代理或任何其他服務供應商。閣下須繳付予本行為保留或因強制執行本行有關證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口的權利不時合理地招致而金額合理的所有成本及開支 (包括本行聘用的任何收數代理的費用及就要求、收回、起訴或追討任何未清還或逾期金額的法律費用)。

## 10. 電話指示、電話密碼、互聯網指示及互聯網密碼

### 10.1 發出指示的渠道

- (a) 本行可酌情接受電話指示或互聯網指示以處理出售或購買證券或有關證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口的其他事宜。如本行接受該等指示，本第 10 條的條文將適用。
- (b) 本行有權不時設定本行可接受電話指示或互聯網指示的電話號碼或網站。
- (c) 透過電話或互聯網給予的指示必須符合下列條件才屬有效：
- (i) 透過使用及輸入電話理財密碼或互聯網密碼 (按適用) 及本行可不時要求的其他資料發出；及
- (ii) 獲本行以其指定的方法接受。
- (d) 任何電話理財密碼或互聯網密碼一經閣下設定並通知本行，即一直有效，直至該電話理財密碼或互聯網密碼被本行取消或經本行同意後取消。閣下的電話理財密碼或互聯網密碼如有任何其後的更改，必須經本行接受後才會生效。

### 10.2 閣下的責任

- (a) 閣下應基於誠信行事並合理謹慎及盡力地將電話理財密碼及互聯網密碼保密。閣下不得向任何其他人士披露或容許任何其他人士使用閣下的電話理財密碼或互聯網密碼 (不論是否自願)。

- (b) 閣下須對下列事項承擔全部責任：
- (i) 閣下的電話理財密碼或互聯網密碼被意外泄露或未經授權披露予任何人士；及
  - (ii) 閣下的電話理財密碼或互聯網密碼被未經授權人士使用或用於未經授權的用途。
- (c) 如閣下知悉或懷疑閣下的電話理財密碼或互聯網密碼已披露予未經授權人士或被未經授權人士使用，或已發出任何未經授權的指示，閣下應從速以下列其中一種方法向本行報告及在合理可行範圍內盡快更改閣下的電話理財密碼或互聯網密碼：
- (i) 親自到本行的任何分行（或本行可不時設定的任何其他地址）；或
  - (ii) 以本行可不時設定的電話號碼或網址透過電話或互聯網，及如本行要求，以書面方式確認詳情。
- (d) 就本行實際收到上列（c）段提述的報告前，閣下的電話理財密碼或互聯網密碼被未經授權使用而進行的所有交易、提取及轉賬，閣下須為其負責並受其約束。

10.3 如閣下已註冊透過滙豐網上理財使用證券孖展買賣服務，有關滙豐網上理財的另行條款及細則將適用。就透過互聯網發出的指示，如該等條款及細則與本第 10 條有任何不一致，概以前者為準。該等條款及細則所載的彌償條文，不會及不應詮釋為限制或削弱第 15 條或本條款及細則所載的任何其他彌償條文的效力。

## 11. 收費及開支

- 11.1 本行將會以本行指明的方式及相隔期間向閣下收取所有適用代名人、託管人、手續及服務費用及收費。即使已暫停或終止證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口，任何已繳交的收費將不獲退還。
- 11.2 閣下須繳付予本行就有關證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口不時合理地招致而金額合理的所有成本及開支。該等成本及開支可包括為保留或因強制執行本行有關證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口的權利而引致的任何開支（包括本行聘用的任何收數代理的費用及就要求、收回、起訴或追討任何未清還或逾期金額的法律費用）。
- 11.3 在不限制或削弱本行於第 15.8 條下權利的情況下，如閣下未有在第 11.1 及 11.2 條所述的任何費用或開支到期及應付時繳費，就任何證券孖展買賣服務戶口或閣下在本行維持的任何其他戶口內的任何證券，本行擁有留置權及售賣權。本行有權按本行認為適當的條款通過公開或私人售賣方式出售任何或所有該等證券。本行無須就該等出售而可能產生的任何損失向閣下負責。本行可把出售的所得款項，在扣除本行就該等出售而合理地招致及金額合理的所有成本及開支後，用作或用於清還所欠金額。該等證券須作為所欠金額的持續性抵押。本第 11.3 條不適用於涉及附有於交易所上市的任何公司的股東大會投票權的任何普通或其他類別股份的證券。

## 12. 回佣及佣金

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

## 13. 匯率

本行有權以本行可決定的任何貨幣收取或支付有關證券孖展結算戶口、證券孖展買賣服務戶口或交易的任何應付金額。如就此或在其他情況下本行需將一種貨幣兌換成另一種貨幣以使本行能行使本行在本條款及細則下的權利及權力，該等兌換將按匯率計算。

## 14. 暫停及終止服務及結束戶口

### 14.1 本行暫停及終止

- (a) 本行有權給予或不給予閣下通知或理由而隨時暫停或終止全部或任何部分證券孖展買賣服務。
- (b) 在不限制或削弱在第 14.1 (a) 條下的效力的情況下，本行有權事先向閣下發出不少於三十 (30) 日的書面通知，以結束證券孖展買賣服務戶口或證券孖展結算戶口（或兩者）。
- (c) 在不限制或削弱在第 14.1 (a) 及 14.1 (b) 條下的效力的情況下，如任何違約事件發生，本行有權即時終止證券孖展買賣服務，並結束證券孖展買賣服務戶口及證券孖展結算戶口，而無須通知閣下。

### 14.2 違約事件

下列事件為違約事件：

- (a) 閣下未能以指定的貨幣及方式向本行支付貸款或本條款及細則下到期應付的任何其他金額；
- (b) 閣下未能履行或遵守本條款及細則下的任何責任，而本行認為屬閣下嚴重失責。這可包括閣下未能履行補倉通知；
- (c) 閣下逝世或在法律上無行為能力；
- (d) 閣下宣布破產或閣下或任何人士對閣下提出破產、清盤或類似寬免的呈請；
- (e) 就閣下全部資產或資產的重要部分申請委任或委任清盤人、接管人、受託人或其他類似官員；
- (f) 產權負擔人將接管閣下證券孖展買賣服務戶口、證券孖展結算戶口、本行尚欠閣下的金額、本行代閣下持有的任何資產或任何閣下的資產，或就其實施或強制執行扣押、執行令狀、扣押令或其他法律程序；
- (g) 於債務到期時，閣下無能力或承認無能力清還債務；
- (h) 任何法律更改禁止提供、維持或操作證券孖展買賣服務、證券孖展買賣服務戶口或證券孖展結算戶口，或使該等提供、維持或操作變成不合法；及
- (i) 如最少連續六 (6) 個月或在本行不時設定的更短期間內，本行的賬冊及記錄中顯示證券孖展買賣服務戶口結餘為零。

### 14.3 閣下終止

閣下有權事先向本行發出不少於三十 (30) 日的書面通知，以結束證券孖展買賣服務戶口或證券孖展結算戶口（或兩者）。

### 14.4 終止的後果

- (a) 證券孖展買賣服務按第 11.1 或 11.3 條終止後，貸款及閣下在本條款及細則下所有到期及尚欠本行的金額將即時到期及須予支付。本行將不再負有任何責任授予或繼續授予透支信貸，或按本條款及細則代閣下買賣或繼續買賣證券，即使閣下已發出相反的指示。
- (b) 本行有權按本行酌情認為適當的方式及條款出售、變現、贖回、結清或以其他方式處置所有或任何抵押證券以清還貸款及閣下在本條款及細則下尚欠本行的任何其他金額，風險及開支由閣下承擔。就因或有關任何該等出售或處置而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須向閣下負責。

- (c) 扣除金額合理並就出售或處置本行合理招致的成本、收費、費用及開支（包括法律費用）後，將該出售現金所得款項存入證券孖展結算戶口。全數清還貸款及閣下在本條款及細則下尚欠本行的任何其他金額後，證券孖展結算戶口的結餘（如有）將會交還閣下。本行亦會將任何未出售或處置的抵押證券，連同本行或本行的代名人管有的任何所有權文件交付予閣下，風險及開支由閣下承擔。
- 14.5 如在使用現金所得款項後，證券孖展結算戶口出現結欠，閣下須向本行支付相等於該結欠加上本行就該結欠金額提供資金成本，該等成本計算至（任何判決之前或之後）本行實際收到全數還款當日。
- 14.6 即使已暫停或終止所有或任何證券孖展買賣服務或結束證券孖展買賣服務戶口或證券孖展結算戶口，就須由閣下履行或解除的任何責任或債務而言，閣下繼續受本條款及細則約束。

## 15. 責任及彌償的限制

### 15.1 本行責任的限制

- (a) 向閣下提供證券孖展買賣服務並不會令本行就任何證券成為閣下的受託人，除非該等證券以本行代名人的名義登記，而在此情況下本行亦僅為被動受託人。除在本條款及細則中明確指定外，就閣下的款項或資產，本行無其他責任。
- (b) 儘管本條款及細則中載有任何其他條文或本行與閣下之間有任何其他安排，就本行提供有關證券或證券孖展買賣服務的託管服務或本行可酌情管理閣下的款項或資產（如有），閣下確認 (i) 該等由本行提供的服務不構成本行與閣下之間的受信關係，及 (ii) 本行在任何情況下無須承擔任何讓本行成為閣下的受信人的行動。
- (c) 本行無責任審核或核實任何證券的所有權或產權的有效性。本行就本行代閣下購買或持有或將購買或持有的任何證券的所有權或產權的任何欠妥之處無須負責。
- (d) 本行並不就收益或盈利能力向閣下作出保證。本行就本行代閣下購買或持有的任何證券的管理或其價值的任何損失或減少無須負責。本行概不負責閣下就或有關證券孖展買賣服務戶口或任何證券的任何應繳付稅項。
- (e) 本行無責任確定閣下的國籍或任何限制是否適用於任何證券。這可包括就擁有權、擁有人的國籍或外匯管制或要求而設的限制。
- (f) 就本行提供有關證券孖展買賣服務的評論、財務資料及數據，可能由其他人士向本行提供或本行根據其他人士的材料編製而成。就任何評論、財務資料或數據的準確度、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，本行不作出陳述或保證。閣下不應依賴該等資料作投資建議或用作進行買賣。閣下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。就閣下或任何其他人士使用該等評論、財務資料及數據作任何目的，本行無須負責（不論就侵權法、合約法或其他方面的責任）。
- (g) 閣下須負責為自身作出獨立投資決定。本行不會代閣下作出投資決定。即使閣下可能已通知本行閣下的投資風險取向、財政狀況、投資經驗、投資目標和投資年期，本行無職責就任何交易的可取之處為閣下作出判斷（除非香港金融管理局或證監會要求及受限於第 2.1B 條）。本行或本行代理會基於誠信提供任何資料或觀點，但本行或提供該等資料或觀點的任何人士均不會就該等資料或觀點負責。
- (h) 就因或有關下列（或其中任何一項）情況而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責（第 15.1 (i) 條所載則屬例外）：
- (i) 閣下或任何其他人士使用證券孖展買賣服務（不論授權或未經授權）；
  - (ii) 傳送指示或其他資料過程中因任何原因出現任何干擾、暫停、延遲、損失、毀損或其他故障；
  - (iii) 由於當時市場情況或波動及執行指示的方式及時間導致本行未能執行指示；
  - (iv) 有關證券孖展買賣服務的設備或安裝出現的任何機械故障、電力故障、系統故障、中斷或不足之情況；
  - (v) 本行不時就任何一項或多項特定證券所釐定的股票孖展比率出現任何更改，而導致最高本金額或戶口孖展比率出現任何更改，從而觸發本行行使第 6 或 8 條下本行的任何權利；及
  - (vi) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 2.1B 條項下閣下的客戶財務資料）。
- (i) 就第 15.1 (h) 條所載的情況，如證實 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的嚴重疏忽或故意失責，本行會就閣下直接及純粹因該等嚴重疏忽或故意失責而引致的直接及合理可預見的損失及損害負責。
- (j) 本行向閣下提供證券孖展買賣服務或就本行履行本條款及細則下的職責及責任，出現任何干擾、延誤或失誤（不論屬全面或局部），如屬本行或本行的代理或代名人的合理控制以外的原因或情況造成，則本行無須對閣下或任何其他人士因而招致或蒙受的任何種類的任何損失損害或開支負責。該等原因或情況可包括下列各項（或其中任何一項）：
- (i) 任何適用法規或任何政府、交易所、結算所、市場、監管機構或自律監管機構施行的任何買賣程序、限制或暫停的訂定或更改；及
  - (ii) 任何政府、交易所、結算所、金融機構或須就本條款及細則下的任何交易履行其責任的任何其他人士破產、清盤、無力償債或未能履行責任。

### 15.2 閣下的彌償

- (a) 就因或有關下列（或其中任何一種）情況而引致 (i) 本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還，但第 15.2 (b) 條所載則除外：
- (i) 閣下使用證券孖展買賣服務，或本行向閣下提供證券孖展買賣服務；
  - (ii) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；
  - (iii) 本行在收到指示時及執行指示時之間出現有關證券的價格波動；
  - (iv) 閣下未有履行本條款及細則或適用法規下的責任；
  - (v) 本行保留或強制執行本條款及細則下本行的權利或行使本行的權力（包括按全面彌償基準計算的法律費用），以及就閣下應佔的任何利潤或收益的稅項，香港稅務局對本行的任何索償；及
  - (vi) 閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 2.1B 條項下閣下的客戶財務資料）。
- 即使證券孖展買賣服務、證券孖展買賣服務戶口、證券孖展結算戶口或本條款及細則被終止後，本彌償仍繼續有效。
- (b) 如第 15.2 (a) 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的嚴重疏忽或故意失責所引致，閣下無須在第 15.2 (a) 條下就直接及純粹因該等嚴重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。



- (c) 本行有權從閣下於本行維持的任何戶口預扣、保留或扣減本行決定為足以涵蓋閣下在本第 15.2 條下尚欠本行的任何金額的有關部分的證券或金額。

## 16. 修訂條款及細則

本行有權不時更改本條款及細則（包括費用及收費）及規管任何證券孖展買賣服務、證券孖展買賣服務戶口、證券孖展結算戶口的任何其他條款及細則。本行將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。除非本行在更改本條款及細則的生效日期前收到閣下的通知在該更改的生效日期前結束證券孖展買賣服務戶口或終止證券孖展買賣服務，否則閣下將受有關更改約束。

## 17. 通訊

- 17.1 本行通常會以 SMS 短訊發送 e 提示，向閣下發出補倉通知。本行以 e 提示服務按閣下提供的聯絡詳情發送補倉通知予閣下後，閣下即被視為已收到補倉通知。閣下必須於任何時間維持登記 e 提示服務及本行不時指定的有效流動電話號碼，以收取本行以 SMS 短訊發送的補倉通知。如欲使用 e 提示服務，閣下必須設立及持續認購 e 提示服務，並受本行的 e 提示服務條款及細則所規限。欲了解有關認購 e 提示服務的更多資料，請瀏覽本行網站。如閣下未能維持登記 e 提示服務或有效的流動電話號碼，本行無責任通知閣下任何補倉通知。在不限制或削弱以上條文的效力的情況下，本行有權向閣下以本行認為適當的其他方法發出補倉通知。
- 17.2 閣下確認盡閣下所知，（於開戶表格或以其他方法）向本行提供的所有資料均屬完整、準確及最新。閣下同意本行可不時使用閣下提供並已在本行紀錄中的任何聯絡資料（包括地址、電話號碼、電郵地址及傳真號碼）聯絡閣下（不論以信件、電話、SMS 短訊、傳真、電郵或其他方法）。
- 17.3 除非本行另有指定，否則在下列情況下，閣下即被視為已收到本行給閣下的任何通知：
- (a) （如以專人派遞）在專人派遞或置放該通知於閣下最後以書面通知的地址之時；
  - (b) （如以郵寄方式發出）在本行向上述地址郵寄該通知後四十八（48）小時（如屬香港地址）或七（7）日（如屬香港境外地址）；
  - (c) （如以傳真方式發出）緊隨本行向閣下最後以書面通知的傳真號碼傳真該通知後；
  - (d) （如以電郵方式發出）緊隨本行向閣下最後以書面通知的電郵地址電郵該通知後；
  - (e) （如以 SMS 短訊發出）緊隨本行向閣下最後以書面通知的流動電話號碼發出該通知後；
  - (f) （如在個人網上理財賬戶提供）緊隨本行把該通知提供至閣下於本行維持的個人網上理財賬戶後；或
  - (g) （如以公開張貼作通訊方式）緊隨本行在本行的範圍內公開張貼該通知後。
- 17.4 發送予閣下或交付予閣下獲授權代表的項目均由閣下自行承擔風險。
- 17.5 閣下向本行發出的所有通訊，須按本行不時指定的形式及方式發送至本行不時指定的地點。閣下向本行發送的通訊將被視為於本行實際收到通訊當日收到。
- 17.6 如證券孖展買賣服務戶口由兩名或以上人士以聯名方式維持，閣下任何一人或尚存者向本行發出的任何通知或通訊即被視為向本行的有效通知（本行同意的其他授權安排除外），而在本條款及細則下向閣下任何一人發出的任何通知即被視為向閣下全體發出的有效通知。
- 17.7 本第 17 條不會限制或削弱本條款及細則中適用於 (i) 本行向閣下發出戶口成交單據、戶口結單或交易通知書或 (ii) 閣下向本行發出指示的任何條文的效力。

## 18. 約束力

本條款及細則對本行及本行的繼承人及受讓人均具約束力並賦予其有關利益，即使本行被任何其他人士併購或與任何其他人士合併。

## 19. 進一步保證

- 19.1 閣下會按照本行要求簽訂及採取本行認為對提供證券孖展買賣服務及有關抵押證券或行使本條款及細則下本行的權力及權利有需要或有用的文件及行動。
- 19.2 如閣下擬在任何十二（12）個月期間離開香港合共一百八十（180）日或以上，閣下應事先書面通知本行。如閣下在任何十二（12）個月期間已在香港境外居住累計達到或超過累計一百八十（180）日，閣下亦應書面通知本行。
- 19.3 如任何適用司法管轄區的任何稅務機關要求本行或本行的代名人、託管人及代理，就其按本條款及細則代閣下進行的任何投資或交易，提交任何稅務表格、證明書或文件，閣下須應本行要求完成、提供資料、簽署及提交任何稅務表格、證明書或文件。閣下同意就該等目的與本行、本行的代名人、託管人及代理合作，提供所需資料、材料及協助。

## 20. 共同及個別責任

如證券孖展買賣服務戶口由兩名或以上人士以聯名方式維持，或證券孖展買賣服務是向兩名或以上人士提供：

- (a) 就證券孖展買賣服務、證券孖展買賣服務戶口、證券孖展結算戶口或在該條款及細則下的責任及債務，閣下各人共同及各別負責；
- (b) 按文義所需，對閣下的提述指閣下任何及每一位；
- (c) 即使出現下列（或其中任何一項）缺失，不論本行是否知道或理應知道，閣下各人均受本條款及細則約束：
  - (i) 閣下任何一人或擬受本條款及細則約束的任何其他人士不受本條款及細則約束；及
  - (ii) 由於欺詐、偽造或任何其他原因而令本條款及細則中任何條文可能無效或無法向閣下任何一人或多人或任何其他人士強制執行；
- (d) 本行有權與閣下任何一人分別處理任何事宜（而不會限制或削弱本行對其他人的權利、權力及採取補救方法的權利）。這可包括在任何程度上更改或解除任何責任；及
- (e) 如閣下任何一人逝世，本行會按本條款及細則並受限於（如適用）香港遺產稅條例的條文及其他司法管轄區的其他有關條文，把閣下的資產按尚存者的指令轉賬。

## 21. 可分割性

本條款及細則的各條文均具可分割性。如任何條文屬或變成無效、不能強制執行或違反任何適用法規，則其將喪失效力，且被視作不包括在本條款及細則中，但不會令本條款及細則的餘下任何條文喪失效力。

## 22. 放棄及採取補救方法的權利

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

## 23. 由本行或閣下轉讓

23.1 在無須閣下同意的情况下，本行可隨時向任何人士轉讓或轉移本行的任何或全部權利及責任。

23.2 除非本行事先書面同意，否則閣下不得向任何人士轉讓或轉移閣下的任何權利或責任。

## 24. 管轄法律及版本

24.1 本條款及細則受香港法律管轄並按其詮釋。

24.2 閣下服從香港法院的非專有管轄權。

24.3 本條款及細則可在任何具司法管轄權的法院強制執行。

## 25. 一般雜項條款

25.1 本行及閣下會按照適用法規，在本條款及細則中或根據本條款及細則提供的資料如有任何重要改變，通知對方。

25.2 本行為按銀行條例獲發牌銀行，並可無須按證券及期貨條例註冊而提供證券孖展買賣服務。

25.3 閣下明白及同意：

- (a) 本行的其他客戶可不時持有與本行為閣下處理的證券類似的投資；
- (b) 本行可為其本身或為本行的其他客戶買賣本行為閣下處理的證券；
- (c) 本行可與擔任本行為閣下處理的證券的發行人的任何公司或一方有銀行業務往來或其他金融業務關係；
- (d) 本行職員、董事或僱員可能是本行為閣下處理的證券的發行人的職員、董事或僱員；
- (e) 閣下不可撤回地授權本行代表閣下與任何其他滙豐集團成員或本行任何代理進行任何交易。本行可在任何該等交易獲得權益，而本行有權為自身的絕對利益保留任何因交易產生的利潤或利益；
- (f) 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失；
- (g) 集體投資計劃的價格及其收入（如適用）可升可跌；
- (h) 一項交易的實際購買價和賣出價可能與較早前向閣下作出的報價不同。除非報價由本行就一項交易確認，否則本行有權以本行或本行代理實際進行該項交易時的價格執行閣下有關於出售或購買任何證券的指示，即使該等價格與本行較早前作出的報價對閣下較為不利。證券的價格在執行有關交易時釐定；
- (i) 本行可按本行不時向閣下提供的聲明、通函、通告或條款及細則所載的使用及披露個人資料的一般政策，為該等目的使用並向該等人士披露所有閣下的個人資料（「資料」）；及
- (j) 於執行閣下的指示時，本行及任何其他滙豐集團成員均可以主事人身份與閣下進行交易，並進行與本行或任何其他滙豐集團成員有直接或間接重大利益，或與本行對閣下的責任有潛在衝突的交易。本行會確保該等交易，在閣下而言，以實質上不差於本行或任何其他滙豐集團成員不是以主事人身份進行交易或不存在重大利益或潛在衝突時的條件進行。就一項涉及代閣下購入或出售任何證券的交易而言，本行及任何其他滙豐集團成員可接受涉及該項交易的其他人士（不論是否滙豐集團成員）的任何回扣、經紀佣金、佣金或折扣。本行及任何其他滙豐集團成員有權為自身的絕對利益保留就或因該等交易或任何有關交易而產生或收到的利益。本行無須就此向閣下作出交待。

25.4 閣下同意本行可以電子形式發出，並同意以電子形式收取有關證券孖展買賣服務的成交單據、收據、通知及戶口結單。除非閣下要求，否則隨後本行無須發出書面文本。

## 26. 提取證券通知

閣下可向本行發出不少於七（7）個營業日的事先書面通知以提取閣下存於本行的任何或所有證券（抵押證券除外），惟：

- (a) 如正在辦理將任何該等證券轉至本行代名人、以代名人名義登記的手續或已將該等證券呈交以中央結算系統代名人名義註冊，閣下則無權提取該等證券，直至本行的代名人已收取經妥為註冊的該等證券或該等證券已可自中央結算系統存管處提取為止；及
- (b) 提取任何類別的證券須為其最低計算單位（不論為每手或其他）的倍數，並於本行不時通知閣下所指定的地點交收；及
- (c) 閣下並無欠負本行債項，除非本行另行同意該項提取；及
- (d) 所提取的證券並不受本行行使的留置權所限制；及
- (e) 並無尚未履行的補倉通知；及
- (f) 在本行從本行按第 4.1（b）條存入有關證券的有關經紀或機構收到有關紅股或文件的情況下，本行才有責任於有關證券提取後轉交該等紅股或文件；及
- (g) 進行所述提取後，戶口孖展比率仍能維持於本行滿意的水平。

# 附錄一

## 定義及詮釋

### 1. 詮釋

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

### 2. 定義

除非本行另有指定或文義另有要求，在本條款及細則中下列詞語具下列涵義。

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

**有聯繫實體**指本行的任何控股公司或附屬公司，或本行的控股公司的任何控股公司，而該公司在香港收取或持有閣下的任何資產。

**權力機關**指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

**授權人士**指閣下授權不時以本行所指定的形式向本行發出指示（連同簽署樣本）的人士。

**營業日**指銀行在香港開放營業的日子（星期六、日及公眾假期除外），及如文義要求，亦指本行不時規定可向本行發出指示及由本行收到指示的營業時間。

**中央結算系統**指香港結算為結算在聯交所上市或交易的證券而運作的中央結算系統。

**中央結算系統存管處**指香港結算委任提供於中央結算系統的存管處及託管人服務的人士。

**中央結算系統代名人**指香港結算的代名人公司或香港結算委任以提供中央結算系統代名人服務的其他人士（包括香港結算本身）。

**中央結算系統參與者**指中央結算系統存管處同意透過中央結算系統代名人提供代名人服務的中央結算系統任何參與者（如適用，包括本行及本行的代名人）。

**抵押證券**指就透支信貸及閣下對本行履行不時的所有責任，閣下向本行抵押該等證券作為持續性抵押品，詳情載於第 6 條。

**客戶證券**指任何由本行或任何有聯繫實體收取或代持有，或代本行或任何有聯繫實體收取或持有的任何證券（證券抵押品除外），而該等證券是代閣下收取或持有的，或閣下對該等證券擁有法律上或衡平法上的權益。

**集體投資計劃**指就任何財產作出以下任何安排：

- (a) 財產整體上由營辦該安排的人士或代該人士管理的，及／或投資者的供款及源自安排的利潤或收益是匯集的；
- (b) 投資者對財產的管理並無日常控制；及
- (c) 該安排的目的是或作用是使投資者能夠分享或收取以任何形式或方法支付或分發的利潤、收益或其他回報，而利潤、收益或其他回報以下列方式產生：(i) 因取得、持有、管理或處置等財產（或財產的任何部分）或 (ii) 因取得、持有或處置就財產（或財產的任何部分）的任何權利，權益、所有權或利益，或行使或贖回該等權利、權益、所有權或利益，或因該等權利、權益、所有權或利益屆滿，

並包括根據法律被視為集體投資計劃的任何安排。

**e 提示**指本行按 e 提示服務提供的訊息或其他形式的提示。

**e 提示服務**指第 17.1 條所述的服務，並由本行按本行經不時修改的 e 提示服務條款及細則提供。

**匯率**指本行釐定為在有關時候在有關外匯市場通用的將一種貨幣兌換成另一種貨幣的兌換率，本行所釐定的兌換率對閣下具有決定性和約束力。

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

**強制出售百分比**指本行不時酌情指定有關貸款與估值比率或貸款與借貸限額比率的百分比（本行會於閣下查詢時通知閣下），以決定本行何時可行使第 8.4 條下的權利。

**香港結算**指香港中央結算有限公司，香港交易所的一家全資附屬公司。

**香港**指中華人民共和國香港特別行政區。

**債項**指閣下於任何地方、以任何身分或形式（在所有情況下，不論單獨或與任何其他人士共同，及不論作為主事人或擔保人）以任何貨幣不時到期或欠負本行的所有款項（透支信貸除外），連同截至繳款日期累計的利息及閣下不時須以有關利率按有關條款而支付的所有費用、收費及開支。

**非認可證券**指本行於任何有關時間釐定其股票孳展比率為零的一種或以上證券。

**指示**指以本行不時指定或接受的形式或方式發出，有關證券孳展買賣服務、證券孳展買賣服務戶口或證券孳展結算戶口的指示，包括電郵或其他電子通訊途徑（受限於有關交付及接收時間的規則及條件）。本行可不時就任何特定形式的指示規定任何最低或最高數額，包括電話指示及互聯網指示。

**互聯網指示**指按本行規定的形式，使用互聯網向本行作出的指示。

**互聯網密碼**指當閣下發出互聯網指示時，本行用以識別閣下而當時設定的登入名稱及密碼。

**貸款**指根據透支信貸而於任何有關時間欠負本行的總本金金額及利息。

**貸款與借貸限額比率**指以百分比表示的貸款與借貸限額比例，並按下列公式計算：

$$\frac{\text{貸款}}{\text{最高本金額}} \times 100\%$$

**貸款與估值比率**指以百分比表示的貸款與估值比例，並按下列公式計算：

$$\frac{\text{貸款}}{\text{抵押品價值}} \times 100\%$$

**最高本金額**指本行根據透支信貸向閣下提供的最高本金總額，以將為下列兩者中的較低者：

- (i) 抵押證券（不包括非認可證券）中每一項特定抵押品的抵押品價值的總額乘以其適用的股票孖展比率；及
- (ii) 本行不時釐定的固定限額；

本行會於閣下查詢時通知閣下。

**透支信貸**指受限於本條款及細則、第 5.1 條所載的限額及於申請證券孖展買賣服務戶口時及閣下不時查詢時本行通知閣下的特定條款，本行不時同意為閣下提供用作一般用途的循環透支信貸，包括用以購買或認購證券，並包括按本條款及細則在證券孖展結算戶口中支取的所有金額。

**電話密碼**指當閣下發出電話指示時，本行用以識別閣下的個人識別號碼或任何密碼或號碼。私人密碼可由本行或閣下設定或由本行指定或批准的保安編碼器產生。

**戶口孖展比率**指由本行酌情全權釐定的貸款與估值比率或貸款與借貸限額比率。本行可通知閣下於任何有關時間的適用貸款與估值比率或貸款與借貸限額比率。為清晰起見，本行可向閣下發出一段合理時間的事先通知而不時將戶口孖展比率由貸款與估值比率更改為貸款與借貸限額比率，反之亦然。

**證券**指本行可不時按本條款及細則接受或處理的股票、股份、權證、債券、票據、衍生工具、存款證、單位信託基金、互惠基金及其他集體投資計劃，及通常被稱為證券的其他權益，包括：

- (a) 任何人士、政府或政府當局的或由彼等發行的股份及部分繳款股份、股票、債券證、債權股額、基金、債券或票據；
- (b) 在上述（a）段所述任何證券的或有關該等證券的權利、期權或權益（不論是否以單位方式描述）；
- (c) 在（a）段所述任何證券的證明書、收據、認購或購買該等證券的權證；及
- (d) 在集體投資計劃中的權益；

而**閣下證券**指由閣下獨自或閣下全體共同實益擁有，並由本行或本行的代名人以代名人名義持有或將持有的證券。

**證券抵押品**指在進行本行按證券及期貨條例獲註冊或須註冊進行的任何受規管活動的過程中存放於本行或任何人士的證券，或由閣下或代閣下以其他方式向本行或任何人士提供的證券，作為本行提供的財務通融的抵押品及促成該等財務通融。

**證券孖展結算戶口**指閣下按第 3.1 條於本行開設及維持的往來戶口，並指定為純粹用作結算交易及與證券孖展買賣服務戶口有關的其他交易。

**證券孖展買賣服務戶口**指閣下按本條款及細則於本行開設、維持及操作的證券孖展戶口。

**證監會**指證券及期貨事務監察委員會或其繼承人。

**證券及期貨條例**指證券及期貨條例（香港法例第 571 章）。

**抵押品價值**指就於任何指定時間的任何抵押證券（不包括非認可證券）而言，由本行酌情釐定於有關時間可於同類證券一般買賣的有關市場出售該項抵押證券的市價（扣除開支）（為清晰起見，本行可將若干抵押證券的價值評為零或無價值）。

**證券孖展買賣服務**指第 2 條所述由本行向閣下就關於證券提供的服務。

**股票孖展比率**指本行不時酌情釐定的有關貸款比例（閣下查詢時本行會通知閣下），而該貸款比例適用於（i）按指示而購買或認購或（ii）抵押證券所包含的每一項特定證券。本行可於任何時間及不時就任何特定證券釐定或重新釐定股票孖展比率（包括零）。為清晰起見，股票孖展比率更改可能導致下列（或其中任何一個）情況：

- (a) 向閣下提供的最高本金額及透支信貸限額更改；
- (b) 貸款超出最高本金額；
- (c) 減低最高本金額，並從而影響貸款與借貸限額比率及觸發本行行使按第 8 條的權利；及
- (d) 導致抵押品價值下降，並從而影響貸款與估值比率及觸發本行行使按第 8 條的權利。

**本條款及細則**指不時生效的本條款及細則及由本行按本條款及細則而可不時指定的其他條款及細則。

**電話指示**指以本行可指定的形式以電話向本行發出的指示。

**補足百分比**指本行不時酌情指定的有關貸款與估值比率或貸款與借貸限額比率的百分比（閣下查詢時本行會通知閣下），以釐定本行按第 8.2 條而作出補倉通知的時間。

**交易**指本行根據或因指示或根據本條款及細則的條文進行的交易。

**本行或本行的**指香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，在證券及期貨條例下獲註冊為註冊機構，中央編號為 AAA523，及其繼承人及受讓人，及如文義允許，包括本行按第 9 條委任的任何人士。

**閣下或閣下的**指以其名義維持證券孖展買賣服務戶口或獲提供證券孖展買賣服務的各位人士，及如文義允許，包括任何受權人士或獲閣下授權發出有關證券孖展買賣服務戶口或證券孖展買賣服務的指示的任何個人。

## 附表二

### 風險披露聲明

#### 證券交易的風險

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能招致損失。

#### 有關香港聯合交易所有限公司（「聯交所」）創業板的風險披露聲明

- 創業板乃為帶有高投資風險的公司提供一個上市的市場。尤其在創業板上市的公司毋須有過往盈利記錄，亦毋須預測未來盈利。在創業板上市的公司可因其新興性質及該等公司經營業務的行業或國家／地區而帶有風險。
- 投資於該等公司涉及潛在風險，閣下應經過審慎周詳的考慮後方作出投資決定。創業板的較高風險及其他特色表示創業板較適合專業及其他資深投資者。
- 由於創業板上市公司新興的性質使然，在創業板買賣的證券可能會較於聯交所主板買賣的證券承受較大的市場波動風險，同時無法保證在創業板買賣的證券會有高流通量的市場。
- 創業板上市公司的資料主要透過聯交所操作的互聯網網站上發佈。創業板上市公司一般毋須在憲報指定報章刊登付費公佈。因此，閣下需索閱創業板上市公司在創業板網站刊登的最新資料。
- 本風險披露聲明無意披露涉及創業板的所有風險及其他重要資料。閣下須於開始進行任何買賣前，對於創業板買賣的股份進行本身的調查及研究。
- 假如閣下對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險不肯定或有不明之處，應尋求獨立專業意見。

#### 外地證券交易的風險

閣下知悉及同意外地具有與本地市場證券一般沒有關連的其他風險。外地證券的價值或收益可能較為波動及可能因貨幣匯率，外地稅務慣例，外地法例，政府慣例，規例及政治事件而遭受負面影響。閣下可能較難變賣外地證券的投資（如該等證券在有關市場的流動性有限）。外地法例，政府慣例及規例亦可能影響外地證券的可轉讓性。有關外地證券價值或風險程度的趨勢及可靠資料可能並非隨時可以獲得。

#### 投資集體投資計劃的風險披露聲明

投資於集體投資計劃涉及風險，閣下應細讀有關的章程文件、資料備忘、招股書及其他要約文件以了解詳情。

#### 孖展買賣的風險

透過存置抵押品而為交易提供資金涉及龐大虧損的風險。閣下蒙受的虧損可能超過閣下存置於持牌或註冊人的現金及任何其他資產。市場情況亦可能導致無法執行緊急指令（例如「止蝕」或「限價」指令）。閣下可能需要在短時間內存入額外孖展存款或支付利息。如未能於所指定的時間內，存入所需孖展存款或支付利息，則閣下的抵押品可能在未得閣下同意前被變賣。此外，閣下仍須就閣下戶口中所導致的虧損以及對閣下戶口收取的利息負責。閣下須仔細考慮有關融資安排是否適合閣下本身的財務狀況及投資目標。

#### 買賣期貨及期權的風險

買賣期貨合約及期權的虧損風險非常大。在若干情況下，閣下可能承受超過閣下最初孖展資金的虧損。作出緊急指令（例如「止蝕」或「限價」指令），未必能避免虧損。市場情況可能導致無法執行有關指令。閣下可能被要求在短時間內存入額外孖展金額。如未能於指定時間內提供所需資金，則可能需要為閣下的投資平倉，閣下將須就其戶口中所導致的虧損負責。閣下須於買賣前研究及明瞭期貨合約及期權，並仔細考慮閣下本身的財務狀況及投資目標，是否適合該類買賣。如閣下買賣期權，應知悉行使及到期程序以及閣下於行使及到期時的權利及義務。

#### 期貨及期權買賣的其他風險披露

此簡短聲明並未披露買賣期貨及期權的所有風險及其他重要資料。鑑於有關風險，閣下僅應於明瞭閣下所訂立的合約的性質（及合約關係）以及所涉及的風險後，始進行該等交易。買賣期貨及期權並不適合很多一般公眾人士。閣下應仔細考慮本身的經驗、目標、財務資源及其他有關情況，是否適合進行有關買賣。

#### 在香港以外地方收取或持有的閣下資產的風險

持牌人或註冊人在香港以外地方收取或持有閣下的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與證券及期貨條例及根據該條例制訂的規則可能有所不同。因此，閣下該等資產將可能不會享有賦予在香港收取或持有的閣下資產的相同保障。

## 附錄三

### 滙豐首次公開發售代理人服務及新股認購貸款條款及細則（「本細則」）

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

除非文義另有需要，否則本條款及細則的詞彙及短句的涵義與本條款及細則或證券孖展買賣服務條款及細則所用者相同。

如本條款及細則與證券孖展買賣服務條款及細則有任何不一致之處，概以本條款及細則為準。

#### 1. 提供的服務及管限條款

- a. 香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，在《證券及期貨條例》（香港法例第 571 章）下獲註冊為註冊機構，中央編號為 AAA523（包括其繼承人及受讓人，統稱「本行」或「本行的」），可酌情 (i) 按本行不時指定的特點及條款及細則，就申請公開發售證券（「公開發售」或「首次公開發售」）提供服務（「滙豐首次公開發售代理人服務」）及 (ii) 按本行不時指定的條款及細則提供新股認購貸款服務（「新股認購貸款服務」）。
- b. 如本行向閣下提供滙豐首次公開發售代理人服務或新股認購貸款服務，本行提供及閣下使用滙豐首次公開發售代理人服務或新股認購貸款服務，及透過此等服務由閣下或代閣下執行的所有交易及買賣均受限於 (i) 本細則、(ii) 本行規管投資戶口的條款及細則、(iii) 本行規管結算戶口的條款及細則（「結算戶口細則」）、(iv) 本行規管綜合理財戶口的條款及細則（「綜合理財戶口細則」）或本行規管證券戶口的條款及細則（「證券戶口細則」）或本行規管證券孖展買賣服務戶口的條款及細則（「證券孖展買賣服務戶口細則」）（視情況適用）及 (v) 本行不時指定的所有其他適用條款及細則（包括於本申請表所載的條款及細則）。
- c. 上述第 1 (b) 則所述的所有條款及細則均適用，猶如已明確表示其適用於滙豐首次公開發售代理人服務及新股認購貸款服務。
- d. 就滙豐首次公開發售代理人服務或新股認購貸款服務而言，本細則與第 1 (a) 或 1 (b) 則所述的其他條款及細則如有任何不一致，概以本細則為準。
- e. 為清楚起見：
  - (i) 如投資戶口是聯名戶口：
    - (1) 本細則中提述的「閣下」或「閣下的」指各位及所有戶口持有人；
    - (2) 如以投資戶口申請公開發售證券，所有戶口持有人均明確同意並確認：
      - (A) 本行獲授權執行本行從任何戶口持有人收到申請公開發售證券的指示，並以所有或任何戶口持有人的名義處理申請，而指示對所有戶口持有人均具約束力；
      - (B) 就申請而申請人獲公開發售發行人分配的任何證券，本行獲授權將該等證券存入投資戶口；
      - (C) 所有戶口持有人須就申請共同及各別負責，而就申請獲公開發售發行人分配的任何證券則由所有戶口持有人共同擁有；及
      - (D) 如公開發售不允許重覆申請而多於一位戶口持有人作出申請該公開發售的證券，本行可（但無責任）執行本行最先收到的指示並以重覆申請為由拒絕任何其他指示；
    - (ii) 透過滙豐首次公開發售代理人服務代閣下認購的新證券將構成「證券」，而滙豐首次公開發售代理人服務及新股認購貸款服務將構成「服務」，其定義載於綜合理財戶口細則或證券戶口細則，或「證券孖展買賣服務」，其定義載於證券孖展買賣服務戶口細則（視情況適用）。該等證券可能在或不在香港聯合交易所有限公司上市，亦可能包括股份及債券；及
    - (iii) 本細則使用的詞語及語句如未在本細則定義，該詞語及語句的涵義與綜合理財戶口細則、證券戶口細則或證券孖展買賣服務戶口細則（視情況適用）的定義相同，文義另有要求則除外。

#### 2. 滙豐首次公開發售代理人服務

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

#### 3. 本行的責任、權限及責任限制

- a. 就公開發售的發行人提供或促成有關公開發售的銷售文件及申請表格的內容，公開發售的發行人須負責。本行負責按本細則提供滙豐首次公開發售代理人服務。如本行未能履行本細則下的任何本行的責任，發行人無須對閣下負責。

- b. 就提供滙豐首次公開發售代理人服務而言，本行並非閣下的投資顧問，本行概不負責閣下就透過滙豐首次公開發售代理人服務由閣下或代閣下執行的任何交易或買賣所引致或與之有關而使閣下招致或蒙受的任何種類的損失、損害或費用。本行並不提供諮詢服務，亦因此不會承擔就本行提供代理人服務的任何有關諮詢的謹慎責任或義務。本行並不就任何「首次公開發售」作出招攬銷售或建議或提供意見。閣下認購「首次公開發售」新股均按只限執行的基準進行。本行並無任何責任評估或確保閣下的認購的合適性。於本第 3b 條中所列明的貴行的義務或責任的限制將會受制於所有適用法規。
- c. 本行會採取合理預防措施保障，為關於閣下的資料及就使用滙豐首次公開發售代理人服務閣下向本行提供的資料保密。閣下授權本行為提供滙豐首次公開發售代理人服務或履行本細則下本行的責任，向本行委任的任何人士披露閣下的任何資料。
- d. 閣下授權本行採取本行認為合適的步驟或行動，讓本行能提供滙豐首次公開發售代理人服務。此等步驟或行動包括為遵從本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具有法律效力）（「適用法規」），而採取或不採取行動。
- e. 就因或有關本行因任何原因延遲處理、未能執行或不能執行部分或全部閣下的指示而引致閣下招致或蒙受的任何損失、損害或費用，本行無須負責。

#### 4. 使用滙豐首次公開發售代理人服務作出申請的資格準則

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

#### 5. 閣下在滙豐首次公開發售代理人服務下申請公開發售證券

- a. 在使用滙豐首次公開發售代理人服務作出申請認購證券前，閣下須自行負責閱讀及完全遵守有關公開發售的銷售文件及申請指示的條文。
- b. 閣下須以英文於本申請表所有適用部分填上所需資料。閣下亦須確保向本行提供的所有資料均屬真確、完整及最新。如本申請表未有包含所有所需資料，或如本申請表並非以英文填寫，本行會拒絕閣下的申請。
- c. 閣下須申請有關公開發售所指定的最低證券數量。如閣下申請數額高於最低要求，閣下須按銷售文件或本申請表（視情況適用）所指定有關公開發售的條款及細則所列明的完整倍數作出申請。
- d. 如有關公開發售接受同一申請人作出多於一項認購證券申請，本行會接受重複申請。在此等情況下，本行有權酌情以本行認為適當的次序或方式處理申請，包括如閣下的結算戶口內沒有充足資金以支付所有此等申請所需的款項。
- e. 如有關公開發售不允許重覆申請，本行有權拒絕任何重複申請或疑屬重複的申請。在此等情況下，本行可（但無責任）執行本行最先收到由閣下發出的指示，不論透過滙豐首次公開發售代理人服務或任何其他渠道發出的指示。
- f. 銷售文件或本申請表（視情況適用）所載有關公開發售的條款及細則會訂明適用於滙豐首次公開發售代理人服務就申請認購證券發出指示的截止日期及時間。

#### 6. 閣下的確認及本行接收本申請表

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

#### 7. 扣除認購款項的授權

- a. 就申請公開發售證券而言，閣下授權本行於首次公開發售最後申請日期當日或本行認為合適的較早時間，從閣下的結算戶口扣除所需金額以支付該申請的認購款項。
- b. 閣下接受本行有權由收到閣下作出申請的指示當日起從閣下結算戶口的可用款項（不論是存款或信貸便利的形式）扣起有關金額，直至有關金額已實際從閣下的結算戶口扣除。如本行使此權利，閣下無權提取、使用或處理該存款或信貸便利的全部或部分，直至有關公開發售的申請指示內指明的日期或本行通知閣下指示因任何原因不被執行。
- c. 閣下須確保在作出申請時，閣下的結算戶口內備有充足資金支付認購款項。

- d. 如閣下申請的公開發售證券的發售價（由發行人作最終決定）比首次發售價為高，閣下同意支付申請款項的不足金額並授權本行（但本行無責任）從閣下的結算戶口或（如閣下的結算戶口內沒有充足資金）閣下在本行維持的任何戶口扣除不足金額。
- e. 閣下同意，本行可（但無責任）在閣下的結算戶口沒有充足資金以支付認購款項的情況下，按閣下的指示申請公開發售證券。如本行代閣下作出申請，閣下授權本行作出下列（或其中任何一項）事項：
  - (i) 透支閣下的結算戶口，而閣下須就該透支，包括透支金額的所有利息（利率按本行不時指定），負上全部責任。閣下須按本行要求存入充足資金至閣下的結算戶口以支付透支金額。如閣下沒有存入充足資金至閣下的結算戶口，閣下授權本行出售或處置就該申請閣下獲發的證券，並將出售所得款項（在扣除合理開支後），用以清還透支金額，而無須另外通知閣下；
  - (ii) 於首次公開發售最後申請日期當日或本行認為合適的較早時間，從閣下在本行維持的任何戶口扣除所需金額以支付該申請的全部或部分認購款項。如任何該等扣款須要把一種貨幣兌換為另一種貨幣，該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算，而該決定對閣下具有決定性及約束力；及
  - (iii) 於首次公開發售最後申請日期當日或本行認為合適的較早時間，將本行認為合適的金額從閣下在本行維持的任何戶口轉賬至閣下的結算戶口，並從閣下的結算戶口扣除所需金額以支付該申請的認購款項。如任何該等轉賬須要把一種貨幣兌換為另一種貨幣，該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算，而該決定對閣下具有決定性及約束力。

## 8. 遞交證券申請

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

## 9. 通知結果

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

## 10. 授權把證券存入投資戶口

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

## 11. 退還認購款項

- a. 本行將在下列情況安排退還認購款項：
  - (i) 如因任何原因本行沒有遞交申請，本行會於有關首次公開發售的公開發售期結束後合理時間內或本行認為合適的期間內作出安排，將本行就有關申請已扣除的認購款項（全數並不計利息）的金額，存入閣下的結算戶口，以將該等款項退還；或
  - (ii) 如本行代閣下遞交申請惟該申請不成功或只是部分成功，本行會在從有關發行人收到退款後合理時間內作出安排，將認購款項〔全數或部分（視情況適用）並不計利息〕的金額，存入閣下的結算戶口，以將該等款項退還。
- b. 如閣下申請的公開發售證券的發售價（由發行人作最終決定）比首次發售價為低，本行會作出安排，將本行就有關申請已扣除的認購款項餘額按有關公開發售的條款及細則退還予閣下。
- c. 除非本行另行同意，本行就申請收取的費用、收費及開支概不退還。

## 12. 閣下責任及閣下向本行的授權

- a. 閣下同意就使用滙豐首次公開發售代理人服務作出申請前，閱讀銷售文件所載的條款及細則及申請程序，並同意受其約束，並向本行確認閣下全面遵從公開發售的條款及細則及申請程序。
- b. 閣下同意嚴格遵守本細則及銷售文件及本申請表所載的條文（尤其是公開發售的條款及細則及出售限制），以使用滙豐首次公開發售代理人服務。閣下確認如閣下未能遵守任何本細則、銷售文件或本申請表所載的條文或要求，本行無須代閣下遞交申請。
- c. 閣下承諾並同意接受按閣下使用滙豐首次公開發售代理人服務所申請的證券數目，或閣下獲分配的較少數目的證券。
- d. 如適用，閣下授權本行就公開發售向發行人或其他各方（或其各自的代理或代名人）發出指示及作出授權，代閣下簽署任何轉讓表格、成交單據或其他文件，按有關發行人的組織章程細則要求代閣下進行所需的所有其他事項，致使任何閣下獲分配的證券以閣下的名義登記，及執行銷售文件所載的安排。
- e. 就發售股票而言，閣下同意本行有能力代閣下授權發行人把閣下的姓名登記入該發行人的股東名冊，作為閣下獲分配的任何證券的持有人。
- f. 如公開發售不允許重覆申請，閣下承諾閣下透過滙豐首次公開發售代理人服務作出的申請為閣下在該公開發售中作出的唯一申請。閣下完全明白如公開發售不允許重覆申請，重覆申請或疑屬重複的申請會被拒絕。閣下進一步承認本行可（但無責任）執行閣下發出的最先指示。
- g. 閣下授權本行，或本行的代名人（視情況而定）按證券發行人的組織章程細則要求，簽署所有文件及進行所需的所有其他事項，致使閣下獲分配的證券以閣下的名義登記。
- h. 如 (i) 任何適用法規要求，(ii) 有關公開發售請求或要求，或 (iii) 本行合理認為就本行提供滙豐首次公開發售代理人服務為有需要，閣下授權本行向任何人士披露及轉移就閣下申請公開發售證券關於閣下的所有資料。獲本行披露及轉移閣下資料的人士可能包括任何司法管轄區的任何政府、監管或稅務機構、發行人、與該公開發售有關的其他方（包括就發售股份而言，收款銀行、託管人、存管處、過戶處及保薦人，或就發售債券而言，由香港金融管理局操作的債務工具中央結算系統、其他託管人或存管處），及本行的任何分包商、附屬公司或代名人。本行獲授權在本行合理認為就提供滙豐首次公開發售代理人服務為適當或有用的情況下，將有關閣下的資料傳送至香港境內或境外的各個地區，或經過該等地區作出傳送，或儲存於該等地區。
- i. 閣下不得，亦不得試圖把銷售文件或申請表格的全部或任何部分複印、複製、再刊、編纂、上載予第三方、傳送或分發。



- j. 閣下明白閣下須自行負責就是否申請公開發售證券作出獨立決定，及就使用滙豐首次公開發售代理人服務、本細則、銷售文件及任何交易及買賣，就所有適用法律下可能影響閣下的法律、稅務及其他事宜，尋求獨立專業的意見。本行不就使用滙豐首次公開發售代理人服務作出的任何證券申請提供招攬、建議、投資意見或指引。閣下作出任何該等申請即被視為閣下基於自身的判斷及投資決定而作出該等申請。
- k. 閣下承諾於所有時間均有所需授權及同意，以轉移、使用、控制或處理就因或有關閣下使用滙豐首次公開發售代理人服務而向本行提供或由本行收到的個人資料或其他資料。就因或有關本行提供滙豐首次公開發售代理人服務轉移、使用、控制或處理個人資料或其他資料而侵犯任何其他人士的權利或違反任何適用法規，引致本行、滙豐控股有限公司及其子公司及附屬公司及其各自的分行（「滙豐集團」）可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償。

### 13. 費用、支出及回扣

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

### 14. 轉授

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

### 15. 修訂

本行有權透過通知不時更改本細則（包括費用及收費）及規管滙豐首次公開發售代理人服務的任何其他條款及細則。本行將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。除非本行收到閣下的通知在該更改的生效日期前結束滙豐首次公開發售代理人服務，否則閣下將受有關更改約束。

### 16. 通訊

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

### 17. 可分割性

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

### 18. 放棄

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

### 19. 管轄法律及管轄權

- a. 本細則受香港特別行政區（「香港」）法律管轄並按其詮釋。
- b. 閣下服從香港法院的非專有管轄權。
- c. 本細則可在任何具司法管轄權的法院強制執行。
- d. 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本細則的任何條文，或享有本細則的任何條文下的利益。

### 20. 適用文本

本細則及本申請表的内容均備有中英文版本。本細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本細則的任何中文版本僅供參考。

## 21. (如適用) 申請新股認購貸款

- a. 使用新股認購貸款
- 新股認購貸款(「貸款」)僅為閣下就公開發售申請認購證券(「認購申請」)提供(全部或部分)資金。
  - 本行或本行的代名人會根據閣下向本行遞交的本申請表內「新股認購貸款詳情」部分代閣下作出認購申請。任何貸款下授予的金額須以一次過形式發放及不得作部分提取。本行會於本行決定的日期(惟不得遲於有關公開發售最後申請日期當日)(「提取貸款日」)提取該金額。如申請由本行作出,本行會將該金額直接用於申請,或如申請由本行的代名人作出,本行會將該金額匯款至本行的代名人。
- b. 閣下支付認購款項的任何差額及提供資料的責任
- 閣下須自行負責(1)(如本行在貸款下授予的金額不足以支付認購申請)支付認購款項的任何差額(「差額」),及(2)向本行或本行的代名人提供認購所有所需的文件及資料讓本行或彼等代閣下作出認購申請。
  - 閣下須確保在不遲於公開發售最後申請日期前一(1)個營業日的零時零分,閣下的結算戶口內備有足夠可用已結算款項。閣下不可撤銷地授權本行,(如認購申請由本行作出)從結算戶口扣取差額直接應用在認購申請,(如認購申請由本行的代名人作出)將差額匯款至本行的代名人。
  - 閣下明白除非本行或本行的代名人在不遲於公開發售最後申請日期前一(1)個營業日的零時零分(1)全數收到認購申請的認購款項及(2)收到讓本行或本行的代名人代閣下作出認購申請所有所需的文件及資料,本行或本行的代名人不會代閣下作出認購申請。
- c. 以退還款項償還貸款
- 如認購申請全部或部分不成功,由發行人退還予本行或本行的代名人的款項將用作償還(全部或部分)貸款。在本行或本行的代名人收到發行人退還款項當日(如當日為營業日)或下一個營業日(「還款日期」),本行會應用退還款項以償還貸款。
  - 閣下同意本行的代名人會將退還予代名人的款項以信託形式持有並將該款項支付予本行,而閣下對任何退還款項並不擁有權利或索償權。閣下不可撤銷地授權(1)本行的代名人支付本行任何退還給代名人的款項以償還貸款或本細則下的任何其他閣下應付款項,及(2)本行於還款日期當日或之後從閣下的結算戶口中支取退款金額未能償還的貸款餘額。
  - 在本行已全面行使有關發行人退還的金額的權利後,本行會將任何剩餘金額(不計利息)存入閣下的結算戶口。
- d. 貸款利息
- 閣下須就從提取貸款日起至還款日期期間支付以本行不時指定的利率計算的利息。閣下不可撤銷地授權本行於還款日期當日從閣下的結算戶口支取所有累算利息。
  - 如發行人決定取消首次公開發售,貸款利息將累算至(1)本行或本行的代名人收到發行人的退款當日,(2)貸款全數清還當日或(3)還款日期,以最後日期為準。
  - 本細則下閣下應付的任何金額及就該金額累算的利息如在到期時未被清還,該等欠款須加計欠款利息。該欠款利息會按適用於閣下結算戶口未經授權透支信貸的利率累算至本細則下閣下應付的金額被全數清還當日。
  - 本細則下閣下應付的所有利息將逐日累算,按實際日數及以每年365日(或如適用,366日)為計算基準。
- e. 本行的凌駕性要求還款的權利
- 儘管本行向閣下授予貸款,貸款受限於本行可隨時要求還款的凌駕性權利。
- f. 有抵押債務的抵押
- 鑑於本行向閣下提供或繼續提供貸款,閣下以實益擁有人身份向本行絕對轉讓(並同意絕對轉讓)閣下就(1)銷售文件中指定的收款銀行(「收款銀行」)持有的申請款項金額及(2)認購申請成功而獲發行人配發的證券,所有現有或將有的權利、業權、權益及利益,連同就有關上述(1)及(2)項或其他有關認購申請的事宜,閣下分別對收款銀行及發行人可能擁有的所有索償、權利及採取補救方法的權利,作為妥當及準時向本行償還閣下在貸款下的債務的抵押。
  - 除按上述第21(f)(i)則設定的抵押及結算戶口細則、綜合理財戶口細則、證券戶口細則或證券孖展買賣服務戶口細則(各自及統稱「原有條款」)授予本行的抵押及其他權利及利益外,及在不削弱或限制該等抵押、權利及利益的效力的情況下,閣下以實益擁有人身份將下列戶口、資產、財產、權利及利益抵押、質押及轉讓予本行為有抵押債務(定義見下文)提供不超過有抵押債務金額的抵押,並確認根據原有條款作出的抵押、質押及轉讓:
    - 閣下的各綜合理財戶口、投資服務戶口、證券戶口、證券孖展買賣服務戶口細則(如適用)及結算戶口(各稱「抵押戶口」),及所有及任何在任何時候或不時存放於各抵押戶口的資產及財產(包括按認購申請代閣下認購的股份)。此等資產及財產可由存款(包括其續期及展期存款)、金錢、此等存款及金錢的利息(以上各項均包括任何貨幣或幣值及不論貨幣或幣值的任何改變)、黃金及任何其他貴金屬及商品、股票、股份、債券、票據、期權及其他貨幣市場、債務及金融票據(不論是可轉讓、不記名或任何其他形式)及任何種類的投資及證券組成;
    - 不時存入各抵押戶口的所有及任何額外資產及財產;
    - 上述(1)及(2)段所述的任何資產及財產所附或累算的所有權利及利益及所有出售得益。閣下向本行提供的此抵押、質押及轉讓是一項持續抵押,作為妥當及準時償還閣下在貸款下的債務及閣下根據本細則不時到期或欠付本行的所有款額及金額(「有抵押債務」),及履行閣下不時在本細則下的所有責任的持續抵押。
  - 閣下在上述第21(f)(i)及(ii)則下所提供的抵押是:
    - 一項額外抵押,儘管本行現時或其後任何時間獲提供任何其他擔保、彌償保證或附屬抵押品或任何其他權力、權利或補救,該抵押仍可被執行,而不會削弱或限制任何該等其他擔保、彌償保證、附屬抵押品、權力、權利或補救的效力;及
    - 一項持續性抵押,為有抵押債務的最後結欠提供抵押,而不受閣下逝世、破產、清盤、解散、無行為能力或閣下的章程細則的更改,或任何期間或部分付款或償還有抵押債務,或履行或清償全部或部分貸款下的尚欠金額或本細則下閣下的責任所影響。
- g. 本行的抵銷及留置權
- 本行可在無須通知的情況下隨時組合或合併閣下在本行的所有或任何戶口(包括各抵押戶口),並把任何存放在任何一個或多個該等戶口的款項作抵銷或轉賬,以履行或清償就貸款或根據本細則或就任何其他閣下尚欠本行的責任及債務,而不受任何償還有抵押債務或其他事項所影響。如任何該等組合、合併、抵銷或轉賬須要把一種貨幣兌換為另一種貨幣,該兌換會按本行決定為在相關時候在相關外匯市場通用的匯率計算,而該決定對閣下具有決定性及約束力。
  - 閣下不可撤銷地授權本行就所有本行在任何時間及不時及因為閣下保管或任何其他原因(不論是否一般的銀行業務過程中)而管有或控制閣下的財產(包括各抵押戶口內的所有資產及財產)行使留置權,及(如有需要)行使本行出售該等資產及財產的權力,並將出售所得款項淨額用作清還任何有抵押債務及閣下尚欠本行的任何其他金額。

- (iii) 儘管閣下向本行發出任何有關運用任何存放在閣下於本行維持的任何戶口的任何款項的指示，就保證閣下清還有抵押債務及履行閣下在本細則下的責任，本行有權在有需要時扣起或使用任何該等資金。
- (iv) 在不限制或削弱其他條文的效力的情況下，閣下不可撤銷授權本行作出下列（或其中任何一項）事項：
- (1) (a) 按本行酌情決定的方式及條款隨時持有或出售閣下的投資服務戶口、證券戶口及證券孖展買賣服務戶口（如適用）內的所有或任何證券，(b) 將出售所得款項淨額用作清還任何有抵押債務及閣下尚欠本行的任何其他金額，(c) 代表閣下簽署任何轉讓書、成交單據及任何其他文件，(d) 取消或更改閣下向本行發出的任何出售或交付任何證券的指示及 (e) 作出為此等目的所需的事宜（包括指示本行的代名人採取任何步驟及行動）。此授權涵蓋閣下的投資服務戶口、證券戶口及證券孖展買賣服務戶口（如適用），包括按認購申請代閣下認購的證券；及
  - (2) 從 (a) 發行人退還的任何款項、(b) 出售任何證券的所得款項、或 (c) 閣下的結算戶口或閣下在本行維持的任何其他戶口，扣減由本行或本行的代名人就有關貸款或認購申請而應繳或招致的任何成本、費用、收費、開支及稅款，並指示本行的代名人進行扣減（如適用）。
- h. 本行責任的限制
- 閣下明白 (i) 認購申請可能全部或部分不成功，及 (ii) 本行無權代有關發行人接納認購申請。本行收悉閣下的認購申請並不同於有關發行人接納認購申請。如因任何原因閣下的認購申請全部或部分不成功，本行或本行的代名人均無須向閣下負任何責任。
- i. 閣下的確認
- (i) 如香港以外任何地方的法律適用於閣下對公開發售的證券的申請，閣下確認 (1) 閣下已遵從所有該等法律，及 (2) 本行及本行的代名人不會因向閣下提供有關申請的任何服務而違反該等法律。
  - (ii) 本行及本行的代名人有權倚賴閣下就閣下的證券申請所作出的任何確認及聲明。
  - (iii) 閣下明白本行不就本細則下提供的貸款或其他服務提供任何性質的招攬、建議、投資意見。閣下確認閣下已收到有關公開發售的銷售文件。閣下須考慮銷售文件內的資料及聲明並自行決定是否認購公開發售證券。如有疑問，閣下應向閣下的專業顧問尋求意見。
- j. 閣下的彌償
- 如本行及本行的代名人就因或有關閣下違反或未有履行有關貸款、認購申請或本細則閣下的任何確認、聲明及責任而招致或蒙受的任何損失、損害、索償、債務、罰款、成本或支出，閣下須向本行及本行的代名人全面賠償及持續令本行及本行的代名人獲全面賠償。
- k. 聯名投資戶口獲授予貸款
- 如投資戶口是聯名戶口：
- (i) 投資戶口的所有戶口持有人須就貸款的責任及債務共同及各別負責；及
  - (ii) 閣下任何一人就貸款作出的所有確認及聲明會被視為由每位戶口持有人作出。
- l. 閣下明白就貸款申請/認購申請提供的個人資料，及本行與閣下之間的交易或往來細節，本行可為下述用途使用、儲存、披露及轉移予本行認為有需要的（香港境內及境外）人士，包括任何滙豐集團成員；與本行可向閣下提供的服務相關的用途，及／或因任何用途核對閣下的其他個人資料，及／或為本行及／或其他滙豐集團成員推廣、改善及加強一般客戶服務。閣下有權要求查閱及更正任何個人資料，或要求停止將個人資料用作直接促銷用途。