

在台灣註冊成立之有限責任公司

Incorporated in Taiwan with limited liability

第 1 類 (證券交易) 、第 4 類 (就證券提供意見) 和第 9 類 (提供資產管理) 受規管活動註冊機構 (中央編號 : AJB303)

Registered institution in respect of Types 1 (Dealing in Securities), 4 (Advising on Securities) and 9 (Asset Management) regulated activities (CE No.: AJB303)

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IMPORTANT NOTICE

本條款與條件適用於閣下於台新國際商業銀行股份有限公司 (「本銀行」或「我們」, 不時透過其香港分行行事) 私人銀行開設並持有之所有帳戶 (其定義參照下文) 以及閣下自我們私人銀行業務獲取之服務 (其定義參照下文) 及我們私人銀行業務提供之服務。

務請細閱並確保閣下充分理解本條款與條件。若閣下對任何規定有不理解之處, 建議閣下於簽署開戶手冊 (其定義參照下文) 或採用我們服務之前尋求獨立諮詢意見。若閣下簽署開戶手冊, 即表示閣下同意閣下已閱讀、充分理解並接受相關協議 (包括本條款與條件), 且相關協議對閣下具有拘束力。

本文件係本條款與條件英文原文之中文譯本。英文文本與中文文本之間若有任何衝突之處, 就一切目的而言均應以英文文本為準。

THESE TERMS AND CONDITIONS SHALL APPLY TO ALL ACCOUNTS (AS DEFINED BELOW) YOU OPEN AND MAINTAIN WITH, AND SERVICES (AS DEFINED BELOW) YOU RECEIVE FROM AND SERVICES OFFERED BY, THE PRIVATE BANKING OF TAISHIN INTERNATIONAL BANK CO., LTD., ACTING THROUGH ITS HONG KONG BRANCH FROM TIME TO TIME.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND ENSURE THAT YOU FULLY UNDERSTAND THEM. IF YOU DO NOT UNDERSTAND ANY PROVISION, WE RECOMMEND THAT YOU SEEK INDEPENDENT ADVICE BEFORE EXECUTING YOUR ACCOUNT OPENING BOOKLET (AS DEFINED BELOW) OR ENGAGING OUR SERVICES. BY EXECUTING YOUR ACCOUNT OPENING BOOKLET, YOU AGREE THAT YOU HAVE READ, FULLY UNDERSTOOD AND ACCEPTED THE AGREEMENT (INCLUDING THESE TERMS AND CONDITIONS), AND THE AGREEMENT SHALL BE BINDING ON YOU.

PLEASE CONTACT US IF YOU WOULD LIKE TO OBTAIN A CHINESE TRANSLATION OF THESE TERMS AND CONDITIONS. IN THE CASE OF ANY CONFLICT BETWEEN THE ENGLISH AND CHINESE VERSIONS, THE ENGLISH VERSION SHALL PREVAIL FOR ALL PURPOSES.

第一部分 - 一般規定

PART I - GENERAL PROVISIONS

除非我們另行書面同意，否則，本條款與條件之本第一部分（「**一般規定**」）適用於所有帳戶（其定義參照下文）與服務（其定義參照下文）。一般規定與本條款與條件其他部分（「**特別規定**」）之間若有任何衝突或不符之處，就該等衝突或不符之處而言且在特別規定適用於所涉及之特定帳戶或服務的條件下，將以特別規定為準。

Unless otherwise agreed in writing by us, this Part I of these Terms and Conditions ("**General Provisions**") applies to all Accounts (as defined below) and Services (as defined below). If there is any conflict or inconsistency between the General Provisions and the other Parts of these Terms and Conditions ("**Special Provisions**"), the Special Provisions will prevail to the extent of such conflict or inconsistency and insofar as the Special Provisions apply to the particular Account or Service in question.

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1. 於相關協議中，除非上下文另有規定，否則下述用語及表述應具有如下含義：

In the Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

「**帳戶**」指依相關協議以閣下之名義不時於我們開設並持有的一個或多個帳戶（包括該帳戶下任何子帳戶）。

"**Account(s)**" means one or more account(s) (including any sub-account under that account) from time to time opened and maintained in your name with us which is subject to the Agreement.

「**帳戶委託書**」指為承作開戶手冊或我們不時要求之其他表格所載一個或多個帳戶，並經閣下簽署之帳戶委託書。

"**Account Mandate**" means an account mandate for operating one or more Accounts set out in the Account Opening Booklet or such other form as may be prescribed by us from time to time, which is executed by you.

「**開戶手冊**」為開設帳戶經閣下簽署之我們的本銀行開戶手冊。

"**Account Opening Booklet**" means our Account Opening Booklet for the opening of an Account which is executed by you.

「**通知**」指我們不時（作為紙質通知或電子通知）發出或提供的與任何帳戶或服務有關之任何通知、報告、訊息、記錄、確認、收據、認知書、通告或通訊，不包括結單。

"**Advice**" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to any Account or Services, as from time to time issued or provided by us (either as a Physical Advice or eAdvice), excluding a Statement.

「**關係企業**」，就任何台新集團成員而言，指該台新集團成員（單獨或與任何其他台新集團成員一起）直接或間接擁有任何部分之有表決權股本或類此所有權之任何其他公司或實體。 "**Affiliate**" , in relation to any Taishin Group Member, means any other company or entity in which that Taishin Group Member (alone or together with any other Taishin Group Member) owns directly or indirectly any part of the voting share capital or equivalent right of ownership of such company or entity.

「**代理人**」依一般規定第19.2條之定義。

"**Agent**" has the meaning ascribed to it in the General Provisions, Clause 19.2.

「**合併金額**」指某些存戶為投資於結構性存款而存入我們之錢款及我們不時釐定的每次發行結構性存款所需最低金額之合併金額。

"**Aggregate Amount**" means the aggregate amount of money to be deposited with us by certain depositors for investment in a Structured Deposit and also the minimum amount required for each launch of the Structured Deposit as determined by us from time to time.

「**相關協議**」指閣下與我們就帳戶及服務簽訂的各項協議，包括開戶手冊、帳戶委託書、本條款與條件、風險披露聲明書、交易確認書以及我們不時要求之其他補充條款與條件，在向閣下提供融通的情況下，還包括融通文件。

“**Agreement**” means the agreements entered into between you and us in respect of the Accounts and Services, including the Account Opening Booklet, Account Mandate, these Terms and Conditions, the Risk Disclosure Statements, Transaction Confirmations and such other additional terms and conditions, as may be required by us from time to time, including, where a Facility has been made available to you, the Facility Documents.

「**適用規範**」指任何政府、政府間或超政府實體、機構、部門，或者法律、監管或自治、稅務、執法或其他類似部門、機構或組織，或者交易所、市場、結算所、交易登記部門或存託人，或銀行或金融服務提供商的行業機構或公會發佈或作出的所有（現在及未來）相關或適用之所有法律、制定法、規例、條約、協議、準則、指導原則、指令、應用指引、慣例、諮詢材料、規則、章程、法令、守則（包括銀行守則）、通函、通告、要求、披露要求或其他類似文件以及法院命令（包括我們或任何台新集團成員受其制約或預期須遵守者），不論是否具有法律效力，亦不論是香港境內還是境外的。

“**Applicable Regulations**” means all relevant or applicable (present and future) laws, statutes, regulations, treaties, agreements, guidelines, guidance, directives, practice notes, practices, information papers, rules, bye-laws, decrees, codes (including the Banking Code), circulars, notices, requests, disclosures requirements or other similar documents issued or given by any governmental, intergovernmental or supranational body, agency, department, or legal, regulatory or self-regulatory, tax, law enforcement or other similar authority, agency or organization, or Exchange, market, clearing house, trading registration or depository, or industry body or association of banking or financial services providers, and court orders (including those which we or any Taishin Group Member is subject to or is expected to comply with), whether or not having the force of law and whether within or outside of Hong Kong.

「**相關人民幣承作安排**」指我們、其他台新集團成員及香港、內地或其他地方之其他參與機構、清算或結算銀行、組織或系統間不時就香港之人民幣業務達成並實施之承作安排。

“**Applicable RMB Operational Arrangements**” means the operational arrangements in place from time to time in relation to RMB business in Hong Kong between us, other Taishin Group Members and other participating institutions, clearing or settlement banks or bodies or systems whether in Hong Kong, Mainland China or elsewhere.

「**適用人民幣規範**」指與以人民幣進行之業務交易有關之適用規範。

“**Applicable RMB Regulations**” means the Applicable Regulations governing the transaction of business in RMB.

「**獲授權人**」指閣下（不論於開戶手冊、任何授權委託書、任何其他帳戶委託書或文件（每一種情況下均採用我們接受之格式）下）指定且經我們接受之任何獲授權人，得為按開戶手冊所載閣下授權之方式承作及維持任何帳戶或任何其他特定安排（包括安排我們任何現時或未來產品、服務或融通之提供）或與之有關而代表閣下並代閣下行事（不論是單獨還是與他人一起代表），訪問並使用電子服務，向我們作出指示，與我們確認指示，就任何帳戶或服務達成並執行任何協議或交易等，但須以不時通知我們且我們接受之任何變更為準，且條件是我們未從閣下處實際收到關於其權限或權力之任何書面撤銷、暫停或終止通知。

“**Authorized Person**” means any authorized person appointed by you (whether under the Account Opening Booklet, any power of attorney or any other Account Mandate or document, in each case, in such form acceptable to us), and accepted by us, to represent you and to act on your behalf (whether alone or collectively) for or in connection with the operation and maintenance of any Account in the manner so authorized by you as set out in the Account Opening Booklet or any other specific arrangement, including arranging for the provision of any of our present or future products, Services or Facilities, to have access to and use any of the Electronic Services, to give Instructions to us, to confirm Instructions with us, to enter into and execute any agreement or transaction or otherwise in connection with any Account or Service, subject to any change as may be notified to and accepted by us from time to time and in respect of whose authority or powers we have not actually received any written revocation, suspension or termination notice from you.

「**自動通知服務**」指我們提供的、用於提供電子結單和電子通知之服務。

“**AutoAdvice Service**” means the Service provided by us under which eStatements and eAdvice are provided.

「本銀行」指台新國際商業銀行股份有限公司，透過其香港分行行事。就提供服務或維持帳戶而言，相關協議中凡提及「本銀行」或「我們」之處應指我們的私人銀行業務。

“Bank” means Taishin International Bank Co., Ltd., acting through its Hong Kong branch. In the context of the provision of Services or maintenance of Accounts, references to the “Bank” in the Agreement shall refer to the PRIVATE BANKING of us.

「銀行擔保書」指我們不時根據融通為閣下或應閣下請求出具或締結並據以對第三者（包括另一台新集團成員）發生責任之任何擔保書、備用信用證或其他文書。

“Bank Guarantee” means any guarantee, standby letter of credit or other instrument from time to time issued or entered into by us for or at your request pursuant to the Facilities under which we incur a liability to a third party (including another Taishin Group Member).

「銀行擔保書受益人」依第五部分第7.2(ii)條之定義。

“Bank Guarantee Beneficiary” has the meaning ascribed to it in Part V, Clause 7.2(ii).

「銀行守則」指香港銀行公會及存款公司公會聯合發布之銀行營運守則。

“Banking Code” means the Code of Banking Practice jointly issued by The Hong Kong Association of Banks and The DTC Association.

「銀行業條例」指銀行業條例（香港法例第155章）。

“Banking Ordinance” means the Banking Ordinance (Cap. 155, Laws of Hong Kong).

「受益權人」指(i)任何實益擁有或控制帳戶或帳戶下資產之人，不論透過所有權或其他途徑擁有或控制，(ii)任何係適用規範下帳戶或閣下之受益權人之人（包括閣下就帳戶或服務代其行事之人），(iii)任何最終負責發出指示之人，或(iv)任何獲取帳戶、服務或帳戶下任何交易之商業和經濟利益或負擔帳戶、服務或帳戶下任何交易之商業或經濟風險之人。

“Beneficial Owner” means (i) any person who beneficially owns or has control over the Accounts or the assets under the Accounts, whether by virtue of ownership or other means, (ii) any person who is a beneficial owner of the Accounts or you under the Applicable Regulations (including the person for whose behalf you are acting in respect of the Accounts and Services), (iii) any person who is ultimately responsible for originating the Instructions, or (iv) any person who stands to gain the commercial and economic benefit or bear the commercial or economic risks of the Accounts, Services, or any transaction under the Accounts.

「營業日」指位於香港和（若涉及以港元之外的貨幣進行之付款）該等貨幣之主要金融中心之銀行向公眾開展營業（包括從事外匯交易及外幣存款）之任何一日（但星期六、星期日或公共假日除外）。

“Business Day” means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business (including dealing in foreign exchange and foreign currency deposits) to the public in Hong Kong and, if payment in a currency other than Hong Kong Dollars is involved, in the principal financial centre for that currency.

「CCASS」指香港結算設立及承作之中央結算及交收系統。

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC.

「結算所」，就聯交所而言，指香港結算，就任何其他交易所而言，指向該交易所提供與香港結算之服務相類似之服務或另行為透過該交易所或於該交易所場內交易的任何合約提供結算服務之結算所。

“Clearing House” means HKSCC in relation to SEHK and, in relation to any other Exchange, the clearing house providing services similar to those of HKSCC to such Exchange or otherwise providing clearing services for any contract traded through or on the floor of that Exchange.

「客戶證券規則」指證券及期貨（客戶證券）規則（香港法例第571H章）。

“Client Securities Rules” means the Securities and Futures (Client Securities) Rules (Cap. 571H, Laws of Hong Kong).

「結清事件」依一般規定第11.5條之定義。

“Close-Out Event” has the meaning ascribed to it in the General Provisions, Clause 11.5.

「擔保品」指作為閣下或任何擔保品提供方履行其義務之擔保和/或其他保證，由我們持有或為我們持有之任何資產或擔保，且為我們所接受者，包括：我們為閣下之帳戶或擔保品提供方之帳戶所持有之任何及所有資產與金錢，不論其貨幣為何；閣下或擔保品提供方置存於我們之初始及額外保證金（不論是否依擔保品文件置存），包括向我們提供之任何保證金。

“Collateral” means any asset or guarantee acceptable to, and held by or for, us as security and/or other assurance for your or any Collateral Provider’s obligations, including any and all of the assets and monies in whatever currency held by us for your or any Collateral Provider’s account, and the initial and any additional margin deposit placed with us by you or any Collateral Provider, whether or not pursuant to a Collateral Document, including any margin provided to us.

「擔保品文件」指設立或證明為擔保閣下履行您於任何融通文件下之義務為我們之利益就融通或其他因素授予之任何擔保品之任何文件，且此等文件為我們所接受者；以及我們關於任何擔保品之設立、效力、完善或優先不時要求之任何其他文件。為免疑義，擔保品文件包括設立或證明抵押、押記、轉讓（通過擔保）、質押、留置、擔保或類此行為之任何文件。

“Collateral Document” means any document acceptable to us which creates or evidences Collateral granted in favour of us in connection with the Facilities or otherwise to assure the performance of your obligations under any of the Facility Documents, and any other document from time to time required by us in connection with the creation, validity, perfection or priority of any Collateral. For the avoidance of doubt, this includes any document creating or evidencing a mortgage, charge, assignment (by way of security), pledge, lien, guarantee or similar.

「擔保品提供方」指任何不時向我們提供擔保品之人。

“Collateral Provider” means any person who from time to time provides Collateral to us.

「公司條例」指公司條例（香港法例第622章）。

“Companies Ordinance” means the Companies Ordinance (Cap. 622, Laws of Hong Kong).

「客戶」指以其名義於我們開設並維持帳戶和/或由我們向其提供服務之人。就獲授權人（在已指定獲授權人的情況下）為閣下及代表閣下進行的任何交易及作出的任何行為而言，凡提及「客戶」之處應包括獲授權人。

“Customer”, “you” or “your” means the person or persons in whose name(s) an Account is opened and maintained, and/or to whom Services are provided, by us, and in relation to any dealing with and any acts by an Authorized Person (if any has been appointed) for and on behalf of you, a reference to the “Customer” or “you” shall include such person.

「客戶資訊」指與閣下（包括個人資料和稅務資訊）、任何帳戶、服務或閣下與我們或透過我們進行之任何交易相關之所有資訊，或者與閣下、閣下與我們或透過我們進行之交易或往來相關之任何其他資訊（包括任何獲授權人或受益權人之個人資料和稅務資訊及其他資訊），不論客戶資訊是否係透過任何帳戶之維持或任何服務之提供所取得，在每一種情況下，不論採用何種形式，且包括口頭提供的資訊及含有此類資訊或自此類資訊得出或複製而來的任何文件、電子文檔或任何其他表示或記錄資訊的方式。

“Customer Information” means all information concerning you (including Personal Data and Tax Information), any Account, Service or any transaction of you with or through us or any other information relating to you or your transactions or dealings with or through us (including Personal Data and Tax Information of, and other information on, any Authorized Person or Beneficial Owner), whether or not acquired through the maintenance of any Accounts or engagement of any Services, in each case, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information.

「違約利率」指我們不時通知閣下、我們就逾期款項收取利息之利率（高於我們執行的慣常利率）。

“Default Rate” means the rate of interest we charge on overdue amounts (which is higher than the usual interest rate we charge) as we may notify to you from time to time.

「數碼證書」指本行為確認閣下之身份並使閣下能夠訪問或使用任何適用電子服務及/或作出指示等目的而向閣下提供之數碼證書（不論是否納入「Ikey」、智能卡或其他要素）或其他形式或方式的認證和訪問程序。

“**Digital Certificate**” means a digital certificate, whether incorporated in an “Ikey”, smart card or otherwise, or other form or means of authentication and access procedure provided by us to you for the purpose of, among other things, confirming your identity and to enable you to gain access to or use any applicable Electronic Services and/or to give Instructions.

「提款（額）」指閣下從或擬從透支帳戶進行之提款/用款或（若適用）該等提款屆時未償還之金額。

“**Drawing**” means a drawing/utilisation made or to be made by you on the Overdraft Account or (as applicable) the amount of such drawing for the time being outstanding.

「動態密碼」指使用安全令牌根據特殊算術計算生成的唯一且不會重複的一次性密碼或其他密鑰或令牌。

“**Dynamic Password**” means a one time password or other key or token, which is unique and will not be repeated, which is generated in accordance with a special arithmetic calculation by way of a Security Token.

「電子通知」指我們使用自動通知服務以電子形式發出或提供之通知。

“**eAdvice**” means an Advice issued or provided by us in electronic form under the AutoAdvice Service.

「電子服務」指自動通知服務、電子交易服務及網銀服務，以及我們不時決定透過電子方式提供的任何其他服務。

“**Electronic Services**” means the AutoAdvice Service, Electronic Trading Service and Internet Banking Service or any other Services provided to you via electronic means as may be determined by us from time to time.

「電子交易服務」指我們提供的使閣下能夠作出購買、出售、交易或以其他方式處置投資產品和資訊服務的電子指示的任何設施，以及我們用於提供投資服務的任何其他電子手段。

“**Electronic Trading Service**” means any facility provided by us enabling you to give electronic Instructions to purchase, sell, deal with or otherwise dispose of Investment Products and information services, and any other electronic means through which we provide Investment Services.

「電子結單」指我們使用自動通知服務以電子形式發出或提供之結單。

“**eStatement**” means a Statement issued or provided by us in electronic form under the AutoAdvice Service.

「違約事件」指第五部分第13.1條所載之任何事件或情形以及融通文件中的任何其他違約事件（不論如何對其加以描述）。

“**Event of Default**” means any event or circumstance specified as such in Part V, Clause 13.1 and any other event of default (however described) in the Facility Documents.

「交易所」指任何投資產品可於其中進行交易之任何交易所或系統（不論位於香港或其他地方）。

“**Exchange**” means any exchange or system (whether in Hong Kong or elsewhere) on which any Investment Products can be traded.

「融通」指我們可能不時同意應閣下請求向閣下提供的或因向閣下提供任何其他服務而引起的任何透支、貸款、貿易融資、外匯、衍生品、其他資金融通、銀行或信貸融通（不論其名稱為何），包括保證金融通。

“**Facility**” means any overdraft, loan, trade finance, foreign exchange and derivative and other accommodation or banking or credit facility (however described) which we may agree to make available to you from time to time at your request or otherwise arising in connection with the provision of any other Services to you, including any Margin Facilities.

「融通文件」指：

“**Facility Documents**” means:

- (i) 任何或所有融通函、擔保品文件、融通函和/或擔保品文件中指明為融通文件之任何文件、以及我們就任何融通可能不時要求完成、簽署和/或交付之任何其他文件；和
any or all of the Facility Letters, the Collateral Documents, any documents specified as such in a Facility Letter and/or Collateral Document, and any other documents whose completion, execution and/or delivery us may from time to time require in connection with any Facility; and
- (ii) 相關協議。
the Agreement.

「融通函」指與融通相關之任何融通函或協議。

“Facility Letter” means any facility letter or agreement relating to a Facility.

「金融犯罪風險評估活動」指下列任何一項：(i)篩查、截獲及調查向閣下或由閣下或者代表閣下發出的任何指示、通訊、提款請求、服務申請或任何付款；(ii)調查資金來源或預期收款人；(iii)將客戶資訊與我們佔有的其他相關資訊相合併；及/或(iv)進一步調查某人或某實體的狀況，他們是否受到制裁，或確認閣下身份及該獲授權人或任何獲授權人或任何其他與賬戶和服務有關之人的狀況（包括任何擔保品提供方、董事、高級職員、合夥人或受益權人）。

“Financial Crime Risk Evaluation Activity” means any of the following: (i) screening, intercepting and investigating any Instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer Information with other related information in our possession; and/or (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status of that or of any Authorized Person or any other person relevant to the Accounts and Services (including any Collateral Provider, director, officer, partner or Beneficial Owner).

「HKICL」指香港銀行同業結算有限公司及其繼承人和受讓人。

“HKICL” means Hong Kong Interbank Clearing Limited and its successors and assigns.

「金管局」指香港金融管理局（或任何履行或承擔其職能或實質上相似之職能之繼受機構或其他機構或機關）。

“HKMA” means the Hong Kong Monetary Authority (or any successor or other authority or agency performing or assuming its or substantially similar functions).

「香港結算」指香港中央結算有限公司及其繼承人和受讓人。

“HKSCC” means the Hong Kong Securities Clearing Company Limited and its successors and assigns.

「控股公司」，就任何公司或實體而言，指該公司或實體為其子公司之公司或實體。

“Holding Company”，in relation to any company or entity, means the company or entity of which such last-mentioned company or entity is a Subsidiary.

「香港」指中華人民共和國香港特別行政區。

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

「港元/港幣」或「HKD」指香港現時之法定貨幣。

“Hong Kong Dollars” or “HKD” means the lawful currency for the time being of Hong Kong.

「香港居民」指持有有效香港身份證之個人，不論此人是否亦可被視為另一管轄區之居民或公民。

“Hong Kong Resident” means an individual who is a holder of a valid Hong Kong identity card, notwithstanding that such individual may also be considered a resident or citizen of another jurisdiction.

「受僱人」指我們與其他台新集團成員及其各自之董事、主管、僱員、代理人與受僱人。

“Indemnified Persons” means us and the other Taishin Group Members and their respective directors, officers, employees, agents and servants.

「指示」指閣下或任何獲授權人透過我們不時確定之方式（包括透過我們確定之任何適用的電子服務）就任何帳戶或服務發出或聲稱由其發出且由我們接獲之任何請求、指示、指令、通知或其他通訊，用作動詞時應作相應解釋。

“Instruction” means any request, instruction, order, notice or other communication given, or purported to be given, by you or any Authorized Person in respect of any Account or Service and received by us through such means as we may determine from time to time (including through any applicable Electronic Services as we determine), and “Instruct” shall be construed accordingly.

「網銀服務」指我們不時向閣下提供之互聯網銀行服務，藉由網銀服務，我們透過互聯網或我們之網站或我們不時確定之任何其他電子網絡、渠道或登錄途徑（不論其位於何處）提供服務，使閣下能夠查看我們確定之與特定帳戶相關之資訊並提供我們不時確定之任何其他功能。

“Internet Banking Service” means the internet banking service provided by us to you from time to time through which a Service is provided via the internet or our website or any other electronic network, channel or means of access wherever located as determined by us from time to time, enabling you to view information in relation to certain Accounts as determined by us and providing any other function as may be determined by us from time to time.

「投資產品」指任何(i)外匯（包括現貨、期權、掉期、遠期和無本金交割遠期、與貨幣連結之結構性產品及與雙貨幣連結之投資）；(ii)貨物產品（包括與貨物連結之結構性產品）；(iii)股權產品（包括股份、普通股、債權股證、貸款股、交易所買賣基金/票據、優先股、無紙化證券及與股票連結之結構性產品）；(iv)固定收益產品（包括債券、票據、債權證、存款憑證、國庫券、債務憑證及結構性票據）；(v)信用或利率連結之結構性產品；(vi)投資基金（包括私募股權基金、避險基金、共同基金、單位信託及基金中之基金）；(vii)一種或多種上述任何產品或符合證券、結構性存款或結構性產品定義之產品相結合；或(viii)我們不時確定為「投資產品」之任何其他產品。

“Investment Products” means any (i) foreign exchange (including spot, options, swaps, forwards and non-deliverable forwards, currency linked Structured Products and dual currency linked investments); (ii) commodity products (including commodity linked Structured Products); (iii) equity products (including shares, common stock, debenture stocks, loan stocks, exchange traded funds/ notes, preferred stock, scripless securities and equity linked Structured Products); (iv) fixed income products (including bonds, notes, debentures, certificates of deposits, treasury bills, debt certificates and structured notes); (v) credit or interest rate linked Structured Products; (vi) investment funds (including private equity funds, hedge funds, mutual funds, units trusts and fund of funds); (vii) combination of one or more of any of the above products or otherwise falling within the definition of Securities, Structured Deposit or Structured Products; or (viii) any other product as we may from time to time determine to be an “Investment Product” .

「投資服務」指第三部分下與投資產品有關之服務。

“Investment Service” means the Services in respect of Investment Products under Part III.

「ISP」指國際商會不時修訂、修改或替換之國際備用信用證慣例。

“ISP” means the International Standby Practices of the International Chamber of Commerce as amended, modified or replaced from time to time.

「內地」指中華人民共和國，但就相關協議之目的而言，不包括香港和中華人民共和國澳門特別行政區。

“Mainland China” means the People’s Republic of China, but for the purposes of the Agreement, excluding Hong Kong and the Macau Special Administrative Region of the People’s Republic of China.

「保證金融通」指依我們不時釐定之條款，我們授予閣下用於透過保證金帳戶交易投資產品之保證金融通。

“Margin Facilities” means the margin facility granted by us to you for trading Investment Products through the margin account subject to and upon such terms as we determine from time to time.

「非香港居民」指非香港居民之個人。

“Non-Hong Kong Resident” means an individual who is not a Hong Kong Resident.

「透支帳戶」指我們同意得依據融通文件條款透支之任何帳戶。

“Overdraft Account” means any Account which we agree may be overdrawn under the terms of the Facility Documents.

「PBOC」指中國人民銀行。

“PBOC” means the People’s Bank of China.

「PDPO」指個人資料（私隱）條例（香港法例第486章）。

“PDPO” means the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong).

「PDPO通知」指我們的關於個人資料（私隱）條例致客戶及其他個別人士之通知。

“PDPO Notice” means our *Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance*.

「個人資料」指個人資料（私隱）條例所定義之「個人資料」，即符合下列條件之任何資料：

“Personal Data” means “personal data” as defined in the PDPO, being any data:

- (i) 直接或間接與一名在世的個人有關的；
relating directly or indirectly to a living individual;
- (ii) 從該資料直接或間接地確定有關的個人的身分是切實可行的；及
from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
- (iii) 該資料的存在形式令予以查閱及處理均是切實可行的。
in a form in which access to or processing of the data is practicable.

為免疑義，閣下係法團時，「個人資料」包括與閣下之董事、股東、僱員和代理人或任何第三者相關之個人資料。

For the avoidance of doubt, where you are a body corporate, “Personal Data” includes personal data relating to directors, shareholders, employees and agents of you or any third party.

「紙質通知」指我們以紙質形式發出的通知。

“Physical Advice” means an Advice issued by us in paper form.

「紙質結單」指我們以紙質形式發出的結單。

“Physical Statement” means a Statement issued by us in paper form.

「PIN」指我們指定及/或閣下（包括任何用戶名稱）選用之允許閣下訪問任何適用電子服務及/或向我們作出指示（以適用者為準）的任何保密密碼、令牌、數碼簽章、短語、代碼、字母字符或數字或任何其他身份識別或驗證方法（或前述任何幾項之排列組合）。

“PIN” means any confidential password, token(s), digital signature(s), phrase(s), code(s), alphabetic character(s) or number(s) or any other identification or authentication method (or a sequence of any of them) designated by us and/or selected by you (including any User ID) which allows you to access any applicable Electronic Services and/or give Instructions to us (as the case may be).

「存放」指為發行結構性存款之目的而存入合併金額。

“Placement” means placement of the Aggregate Amount for the purpose of launch of a Structured Deposit.

「存放期」指閣下向我們作出投資於結構性存款的指示之日至我們不時訂定（如適用）存放合併金額所必須之特定日期為止的期間。

“Placement Period” means the period from the date you give Instruction to us to invest in a Structured Deposit to a specified date as prescribed by us from time to time, where applicable, which is required for the placement of the Aggregate Amount.

「人民幣」或「RMB」指內地現時之法定貨幣。

“Renminbi” or “RMB” means the lawful currency for the time being of Mainland China.

「人民幣帳戶」指帳戶之人民幣子帳戶。

“Renminbi Account” means a sub-account of an Account denominated in Renminbi.

「風險披露聲明書」指本條款與條件附件1所附之風險披露聲明書及警告聲明書，以及我們不時提供之其他風險披露聲明書及警告聲明書。

“Risk Disclosure Statements” means the risk disclosure statements and warning statements attached as Schedule 1 to these Terms and Conditions and such other risk disclosure statements and warning statements provided by us from time to time.

「人民幣結算協議」指我們與相關結算銀行和/或國內代理行就人民幣交易締結之任何協議。

“RMB Clearing Agreement” means any agreement of us with the relevant clearing bank and/or domestic agent bank for RMB transactions.

「備用信用證」指備用信用證。

“SBLC” means a standby letter of credit.

「安全措施」指任何PIN、安全令牌、動態密碼和/或數碼證書。

“Security Mechanism” means any PIN, Security Token, Dynamic Password and/or Digital Certificate.

「安全令牌」指用於生成動態密碼之任何安全令牌或其他裝置、設備或方法。

“Security Token” means any security token or other device, equipment or method which is used to generate a Dynamic Password.

「證券」指(i)股份、股票、債權証、憑證、貸款股、基金、債券、票據及商業票據，不論名稱為何，不論係何處的，亦不論由任何（法團或非法團）實體或任何政府或地方政府機構發行，且包括(a)股份、股票、債權証、憑證、貸款股、基金、債券或票據的權利、期權或權益（不論被稱作單位或其他）；(b)股份、股票、債權証、憑證、貸款股、基金、債券或票據的權益證明書或參與憑證或臨時或暫時的收取、認購或購買權証；(c)股票指數期權；(d)通常稱為證券之工具，或(ii)符合證券及期貨條例附表一第1部分「證券」定義之其他產品。

“Securities” means (i) shares, stocks, debentures, warrants, loan stocks, funds, bonds, notes and commercial papers of any description whatsoever and wheresoever of or issued by any body (whether incorporated or unincorporated) or any government or local government authority and include (a) rights, options, or interests (whether described as units or otherwise) in or for the shares, stocks, debentures, warrants, loan stocks, funds, bonds, or notes; (b) certificate of interest or participation in or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, the shares, stocks, debentures, warrants, loan stocks, funds, bonds or notes; (c) options on stock indices; (d) instruments commonly known as securities, or (ii) other products which fall within the definition of “securities” in Part 1 of Schedule 1 to the SFO.

「聯交所」指香港聯合交易所有限公司，包括其繼承人和受讓人。

“SEHK” means The Stock Exchange of Hong Kong Limited, including its successors and assigns.

「服務」指由我們根據相關協議向閣下提供或擬提供之任何及所有銀行服務、融通、投資服務、保管服務及任何及所有其他服務、產品和融通（得依我們裁量決定撤銷、增加或改變）。

“Services” means any and all banking services, Facilities, Investment Services, custodial services and any and all other services, products and facilities made, or to be made, available by us to you from time to time (as may be withdrawn, added or modified by us at our discretion) pursuant to the Agreement.

「證監會」指香港證券及期貨事務監察委員會（或任何履行或承擔其職能或實質上相似之職能之繼受機構或其他機構或機關。

“SFC” means the Securities and Futures Commission of Hong Kong (or any successor or other authority or agency performing or assuming its or substantially similar functions).

「證券及期貨條例」指證券及期貨條例（香港法例第571章）。

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

「簽字安排」指為或者因任何帳戶之承作及維持而由閣下指定並為我們所接受之一組特定獲授權人的簽字或簽署安排，但須以不時通知我們並為我們接受之任何變更為準。

“Signing Arrangement” means the signing or execution arrangement of a particular set of Authorized Person(s) as specified by you and accepted by us for or in connection with the operation and maintenance of any Account, subject to any change as may be notified to and accepted by us from time to time.

「結單」指我們不時（以紙質結單或電子結單形式）發出或提供的與特定時期內閣下的一個或多個帳戶、產品和/或服務之狀況有關或反映該等狀況之任何結單、報告、訊息、記錄、確認、認知書、通告或通訊。

“Statement” means any statement, report, message, record, confirmation, acknowledgement, notice or communication in respect of, in relation to, or reflecting the status of one or more of your Account(s), products and/or Services over a specific time period, as from time to time issued or provided by us (in the form of a Physical Statement or eStatement).

「結構性存款」指我們不時向閣下提供或擬提供之任何一個或多個或所有與指數連結、與貨幣連結、與利率連結、與股票連結、與信貸連結或任何其他形式的結構性存款。

“Structured Deposit” means any one or more or all of the index-linked, currency-linked, interest-linked, equity-linked, credit-linked or any other forms of the structured deposits provided or to be provided by us to you from time to time.

「結構性產品」依證券及期貨條例附表一第1部分之含義。

“Structured Product” has the meaning ascribed to it in Part 1 of Schedule 1 to the SFO.

「結構性產品交易」指閣下根據相關協議訂立的任何結構性產品交易。

“Structured Product Transaction” means any transaction of the Structured Product entered into by you pursuant to the Agreement.

「子公司」，就任何公司或實體而言，指直接或間接受該公司或實體控制之任何其他公司或實體。就此而言，「控制」指（直接或間接）受益擁有超過該公司或實體百分之五十（50%）有表決權之股本或類此所有權，或擁有主導其政策與管理之權力，不論係透過合約或其他方式擁有。

“Subsidiary”, in relation to any company or entity, means any other company or entity directly or indirectly under the control of the first-mentioned company or entity and, for this purpose, “control” means beneficial ownership (direct or indirect) of more than fifty per cent (50%) of the voting share capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise.

「台新集團」指不時由位於任何地方之下列實體組成之集團：

“Taishin Group” means the group from time to time comprising:

- (i) 我們及我們的任何控股公司、子公司及關係企業；
us and any of our Holding Companies, Subsidiaries and Affiliates;
- (ii) 屬於我們或我們的任何控股公司、子公司或關係企業之「控權人」（包括「少數股東控權人」，定義均見銀行業條例）之任何人；
any person who is a “controller” (including a “minority shareholder controller”) (as such terms are defined in the Banking Ordinance) of us, or any of our Holding Companies, Subsidiaries or Affiliates;

- (iii) 由我們及/或我們的任何控股公司、子公司或關係企業擔任「控權人」(包括「少數股東控權人」,定義均見銀行業條例)之任何人;及
any person in respect of which we and/or any of our Holding Companies, Subsidiaries or Affiliates is a “controller” (including a “minority shareholder controller”) (as such terms are defined in the Banking Ordinance); and
- (iv) 我們或上文(i)至(iii)款所述之其他人的任何分行、辦事處或部門。
any of the branches, offices, departments or divisions of us or other persons mentioned in paragraphs (i) to (iii) above,

均稱為「**台新集團成員**」。

in each case wherever located, and each a “**Taishin Group Member**” .

「**稅務資訊**」指有關閣下之稅務情況或任何獲授權人或與帳戶有關之任何其他人士(包括任何擔保品提供方、董事、高級職員、合夥人或受益權人)之稅務情況的文件或資訊。

“**Tax Information**” means documentation or information about your tax status or the tax status of any Authorized Person or any other person relevant to the Account (including any Collateral Provider, director, officer, partner or Beneficial Owner).

「**定期貸款**」指我們根據或擬根據融通文件條款按我們同意並接受之貨幣、金額和期限向閣下提供之固定期限貸款。

“**Term Loan**” means a loan for a fixed term made or to be made available under the terms of the Facility Documents by us to you, in such amount and currency and for such period as may be agreed to and accepted by us.

「**第三者條例**」指合約(第三者權利)條例(香港法例第623章)。

“**Third Parties Ordinance**” means the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong).

「**債務總額**」指任何時候之下述各項：

“**Total Liabilities**” means at any time:

- (i) 現時或未來任何時候閣下對我們已或可能應付、積欠或發生之或閣下於任何融通下或就任何融通同意支付或清償之一切金錢(不論係本金、利息、費用、成本、索償、支出、佣金、還是其他名目)、義務和債務;和
all monies (whether principal, interest, fees, costs, charges, expenses, commissions or otherwise), obligations and liabilities which are now or may at any time in the future be or become due from, or owing or incurred by, you to us or which you have agreed to pay or discharge under or in connection with any of the Facilities; and
- (ii) 現時或未來任何時候閣下於任何服務、指示、交易或其他名目下或就其對我們已或可能應付、積欠或發生之一切其他債務和金錢。
all other liabilities and monies which are now or may at any time in the future be or become due from, or owing by, or incurred by you to us, under or in connection with any Service, Instruction, transaction or otherwise,

不論上述各項以何種貨幣計值或積欠,不論單獨還是與任何其他人士共同負擔之,不論係流動債務還是其他債務,不論係現時、未來、實際還是或有債務,不論係作為主債務人、保證人、擔保人還是其他身份負擔之,包括利息及與任何匯票、支票、本票、票據、付款單及任何其他類似單據之支付、接受、背書或貼現有關之一切債務或任何銀行擔保書下之一切債務(不論是否已根據該等票據或銀行擔保書或就之對我們提出任何申索或要求)。

in whatever currency any of the above shall be denominated or owing, whether alone or jointly with any other person, whether current or otherwise, whether present, future, actual or contingent and whether as principal debtor, guarantor, surety or otherwise howsoever, including interest and all liabilities in connection with paying, accepting, endorsing or discounting any drafts, cheques, bills of exchange, promissory notes, instruments, orders to pay and any other similar

documents, or under any Bank Guarantee (whether a claim or demand has been made on us under or in connection therewith).

「交易確認書」指以我們慣行之格式做成、或以其他我們認為適合之格式做成之確認書，由我們送交予閣下，用以紀錄交易之條款者。

“Transaction Confirmation” means a confirmation in our customary form or in any other form which we may consider appropriate, which is sent by us to you as a record of the terms of a transaction.

「信託」依一般規定第7.1(xiii)(a)條之定義。

“Trust” has the meaning ascribed to it in the General Provisions, Clause 7.1(xiii)(a).

「UCP」指不時修訂、修改或替換之國際商會跟单信用證統一慣例。

“UCP” means the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as amended, modified or replaced from time to time.

「用戶名」指（無論是由我們還是由閣下）指定用於我們確定的任何適用電子服務之用戶簡稱。

“User ID” means the user short name designated (whether by us or you) for use in connection with any applicable Electronic Service as we determine.

「美元」或「USD」指美利堅合眾國現時之法定貨幣。

“US Dollars” or “USD” means the lawful currency for the time being of the United States of America.

1.2. 相關協議中的標題僅為方便查閱而設，不影響相關協議之釋義或解釋，亦不具有法律效力。

The headings in the Agreement are for convenience only and shall not affect the interpretation or construction of the Agreement and shall have no legal effect.

1.3. 除非上下文另有要求，否則，相關協議中凡提及的：

Unless the context otherwise requires, references in the Agreement to:

(i) 「本銀行」、「客戶」、任何「擔保品提供方」及任何「台新集團成員」應包括其各自之繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人；

the “Bank”, the “Customer”, any “Collateral Provider” and any “Taishin Group Member” shall include their respective successors, permitted assigns, permitted transferees and any persons deriving title under any of them;

(ii) 「修訂」包括補充、更新、展期（不論到期與否）、重述、重新頒佈或替換（不論具有何等根本性，亦不論是否義務更加繁重），「經修訂」應相應解釋；

an “amendment” includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and “amended” will be construed accordingly;

(iii) 「資產」包括現時及未來之財產、收入與各種名目之權利；

an “asset” includes present and future properties, revenues and rights of every description;

(iv) 「保函」指防止損失之任何保函、信用證、擔保書、補償保證或類此承諾，或任何直接或間接、實際或有之購買或負擔任何人之任何債務、向任何人作出投資或貸款、或購買任何人之資產之義務，在前述每一情況下，該等義務之負擔均旨在維持或協助該人履行其債務之能力；

a “guarantee” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case,

such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (v) 「包括」應解釋為「包括但不限於」，所提及之「包含」、「尤其指」及相關詞語應相應解釋；
“including” is to be construed as “including without limitation”, and references to “include”, “in particular” and related expressions are to be construed similarly;
- (vi) 「部分」、「節」、「條」和「附件」均指本條款與條件之部分、節、條和附件；
“Parts”, “Sections”, “Clauses” and “Schedules” are to the parts, sections, schedules and clauses of these Terms and Conditions;
- (vii) 「人」應包括個人、商號、公司、法團、政府、國家或國家機構或任何協會、信託或合夥（不論是否具有獨立法團資格）或上述兩項或多項；
a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (viii) 「稅」、「稅捐」、「稅款」、「稅項」、「稅金」、「稅務」包括每種稅、徵費、課稅、關稅或其他類此性質之收費或扣留款項（包括與未繳納或延遲繳納前述任何一項有關之任何應付罰金或利息）；
“tax” includes every tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (ix) 「交易」包括執行閣下指示而產生的交易以及我們為或代表閣下執行的任何其他交易；
“transaction” includes a transaction resulting from effecting your Instruction and any other transaction effected by us for or on your behalf;
- (x) 「相關協議」、「本條款與條件」、「融通文件」、「PDPO通知」和任何其他文件應解釋為提及的是以任何方式經不時修訂、重述、展期、更新、替換及/或補充後的該等文件及/或對該等文件加以修訂、重述、展期、更新、替換及/或補充的任何文件；
the “Agreement”, these Terms and Conditions, a “Facility Document”, “PDPO Notice” or any other document shall be construed as references to that document as amended, restated, extended, novated, replaced and/or supplemented in any manner from time to time and/or to any document which amends, restates, extends, novates, replaces and/or supplements that document;
- (xi) 任何「適用規範」包括經不時修訂、修改、替換、展期或重新頒佈後的該等適用規範及其項下之規則和法規；
any “Applicable Regulation” include references to such Applicable Regulation as amended, modified, replaced, extended or re-enacted from time to time and the rules and regulations thereunder.
- (xii) 單數詞包含複數，反之亦然，所提及之任一性別之詞，包含所有性別；
terms in the singular include the plural and vice versa, and all references to any particular gender include all genders;
- (xiii) 時間均指香港時間，另有規定者除外；及
time are, unless otherwise specified, references to Hong Kong time; and
- (xiv) 「我們」應解釋為提及的是本銀行，相關協議中凡提及的「您」或「閣下」應解釋為提及的是客戶。
“we”, “our” or “us” are to be construed as references to the Bank and references in the Agreement to “you” or “your” are to be construed as references to the Customer.

除非上下文另有要求，否則，本一般規定中提及的「條（款）」指本一般規定中的條（款）。

Unless context otherwise requires, a reference to a “Clause” in these General Provisions means a Clause in these General

Provisions.

2. 適用

APPLICATION

2.1. 相關協議應：

The Agreement shall:

- (i) 規範閣下與我們之間關於在我們私人銀行業務的帳戶以及我們私人銀行業務提供的服務的關係；及 govern the relationship between you and us with respect to all Accounts with and Services provided by our PRIVATE BANKING; and
- (ii) 取代之前由或代表閣下為我們利益就任何帳戶簽署的任何帳戶委託書的所有規定，我們之前發送給閣下的、規範任何帳戶或服務的任何一般條款和條件以及我們指明的、我們與閣下就帳戶和服務締結之其他(口頭或書面)協議的所有規定。 supersede all provisions in any previous Account Mandate executed by you or on your behalf in our favour in relation to any Account, all provisions in any previous general terms and conditions issued by us to you governing any Account or Service and such other agreements (verbal or written) entered into between us and you in respect of the Accounts and Services as we may specify.

2.2. 我們得不時作為開設或維持任何帳戶或提供任何服務之條件，要求閣下締結其他文件，此等情況下，若本條款與條件、開戶手冊、帳戶委託書與該等其他文件間有任何衝突或不一致之處，且該等其他文件適用於具體之相關帳戶或服務，則在該等衝突或不一致範圍內，應以該等其他文件為準。

We may require you to enter into additional documentation from time to time as a condition to opening or maintaining any Account or providing any Service, and in the event there is any conflict or inconsistency between these Terms and Conditions, the Account Opening Booklet, the Account Mandate and such additional documentation, the additional documentation shall prevail to the extent of such conflict or inconsistency and insofar as the additional documentation applies to the particular Account or Service in question.

2.3. 閣下認知，締結相關協議時，閣下未依賴於之前由或代表我們作出之任何明示或默示之聲明、擔保、擔保合約或其他保證，於任何適用規範允許之最大範圍內及不違背任何適用法律之前提下，閣下放棄其原本就任何該等明示或默示之聲明、擔保、擔保合約或其他保證享有之一切權利與補救。

You acknowledge that in entering into the Agreement, you have not relied on any express or implied representation, warranty, collateral contract or other assurance previously made by or on behalf of us, and to the maximum extent permitted by and not inconsistent with any Applicable Regulations waive all rights and remedies which might otherwise be available to you in respect of any such express or implied representation, warranty, collateral contract or other assurance.

3. 帳戶或服務之提供

AVAILABILITY OF ACCOUNT AND SERVICE

3.1. 閣下有權使用或繼續使用閣下已在開戶手冊或任何其他帳戶委託書項下申請且我們已(依我們裁量決定)接受的帳戶及/或服務，但須遵守相關協議。我們得專依我們裁量決定是否為閣下開設或維持任何帳戶及是否向閣下提供任何服務。任何帳戶或服務之提供或繼續提供，均有賴於滿足我們不時要求之條件及提供我們不時要求之資訊與文件。於不影響上述規定之前提下，我們得拒絕開設任何帳戶或提供任何服務，且無須說明理由(適用規範如此要求的除外)。我們得不時要求閣下為任何帳戶之開設與維持或任何服務之提供或持續提供向我們提供文件和/或資訊。

You are entitled to use or continue to use the Account(s) and/or Service(s) which you have applied for under the Account Opening Booklet or any other Account Mandate and which we (in our absolute discretion) have accepted, upon and subject to the Agreement. We have the absolute discretion to determine whether or not to open or maintain any Account for, or make any Service available to, you. The availability or continuing availability of any Account or Service is also subject to the fulfilment of such conditions and the provision of such information and documents as we may

require from time to time. Without prejudice to the foregoing, we may refuse to open any Account or provide any Service without providing any reasons therefor (unless required to do so by Applicable Regulations). We may from time to time require you to provide documentation and/or information in respect of opening and maintaining any Account or the provision or continuation of any Service.

- 3.2. 我們得專依我們裁量決定隨時全部或部分終止、暫停、撤回、取消或撤銷任何服務。
We may, in our absolute discretion, terminate, suspend, withdraw, cancel or revoke any Service at any time in whole or in part.
- 3.3. 相關協議及每一帳戶與服務均係根據適用規範提供給閣下。若適用規範之任何規定與相關協議之任何規定間有任何衝突，且適用規範之該等規定不可透過合約改變，則於該等衝突範圍內，應以適用規範之規定為準。
The Agreement and each Account and Service are provided to you subject to the Applicable Regulations. If there is any conflict between any provision of the Applicable Regulations and any provision of the Agreement, and the provision of the Applicable Regulations cannot be varied by contract, such provision of Applicable Regulations shall prevail to the extent of such conflict.
- 3.4. 閣下在使用任何服務、帳戶及/或開展相關協議項下的任何活動時，需遵循並遵守所有適用規範。相關協議的任何內容均不要求我們在合理認為將會或可能構成違反我們政策或任何適用規範的情況下採取或不採取任何行動。
You are required to observe and comply with all Applicable Regulations in using any of the Services, Accounts and/or carrying out any activities under the Agreement. **Nothing in the Agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policies or any Applicable Regulation.**
- 3.5. 特別是，在任何下述情況下，我們無需提供或允許（或繼續提供或允許）使用任何帳戶或服務：
In particular, we are not required to provide or permit (or continue to provide or permit) the use of any Account or Service in any of the following circumstances:
- (i) 我們認為可能已發生違約事件；
we consider that an Event of Default may have occurred;
 - (ii) 閣下或任何擔保品提供方未向我們提供要求的任何擔保品或額外擔保品；
you or any Collateral Provider have failed to provide us with any required Collateral or additional Collateral;
 - (iii) 閣下未滿足相關協議、任何其他融通文件或我們作出的任何批准中載明或我們不時另行通知閣下的任何條件；
you have failed to satisfy any condition specified in the Agreement, any other Facility Document, or in any approval given by us or as we may otherwise notify to you from time to time;
 - (iv) 閣下未向我們提供我們合理要求的所有文件和資訊；
you have not provided us with all documents and information reasonably requested by us;
 - (v) 我們因我們確定超出我們合理控制的情況而無法向閣下提供帳戶或服務；或
we are precluded from providing the Account or Service to you by circumstances which we determine to be beyond our reasonable control; or
 - (vi) 我們（行事合理地）確定這麼做可能涉及違反任何適用規範或可能不符合我們政策或正常銀行實務或我們運營所在的市場慣例。
we (acting reasonably) determine that doing so may involve the breach of any Applicable Regulations or may be inconsistent with our policies or ordinary banking practice or market practice in which we operate.

4. 指示
INSTRUCTIONS

- 4.1. 閣下申請任何帳戶或服務時，必須以我們要求的格式向我們提供開戶手冊、其他帳戶委託書或其他文件項下的帳戶承作授權詳情。When you apply for any Account or Service, you must give us Account operating authority details under the Account Opening Booklet or other Account Mandate or other document in the form required by us.
- 4.2. 我們應有權依賴於我們接受的帳戶委託書或其他授權文件行事，直至閣下指示我們(i)予以變更(包括增加或撤除任何獲授權人(如有)、或變更簽字安排)、或(ii)予以取消。該等帳戶委託書或其他授權文件的任何變更或取消，僅在我們向閣下確認我們已接受並按常規操作程式處理閣下的指示後生效。在此之前，閣下授權我們繼續依賴於既有帳戶委託書或其他授權文件行事(不論任何公共或商業登記簿或任何其他出版物(不論其位於何處或在何處作出)中之任何登記或記載情形)。如果閣下有不止一個帳戶，對帳戶委託書或其他授權文件的變更適用於閣下的所有帳戶。
We shall be authorized to act and rely on the Account Mandate or other authorization document accepted by us until you Instruct us to (i) vary it (including by adding or removing any Authorized Person, if any, or by changing the Signing Arrangement) or (ii) cancel it. Any variation or cancellation of such Account Mandate or other authorization document will become effective only after we confirm to you that we have accepted and processed your Instructions in accordance with our usual operating procedures, and until such time, you authorize us to continue to act and rely on the existing Account Mandate or other authorization document (notwithstanding any entry in any public or commercial registry or any other publications, wherever located or made). If you have more than one Account, a change to your Account Mandate or other authorization document shall apply to all of your Accounts.
- 4.3. 指示一般須以我們不時接受的帳戶委託書和簽字安排所載的方式書面向我們作出。但我們亦得透過電話、傳真、電子郵件、我們的電子服務或其他通訊形式接受指示，前提是遵守我們不時確定的核對程序及/或簽署並提供我們可能向閣下或任何獲授權人要求之授權、擔保書和/或其他文件。我們得要求不同帳戶和/或服務採用不同指示作出方式，且我們如此要求時，我們得拒絕接受非以規定方式作出之指示(我們並不因此負擔或招致任何責任)。
Instructions generally must be given to us in writing, in the manner specified in the Account Mandate and Signing Arrangement as from time to time accepted by us. However, we may also accept Instructions by telephone, fax, email, through our Electronic Services or other forms of communication, subject to verification procedures as determined by us from time to time and/or execution and provision of any authorizations, indemnities and/or other documents we may require from you or any Authorized Persons. We may require different means of giving Instructions for different Accounts and/or Services and, where we do so, we may (without assuming or incurring any liability whatsoever) refuse to accept Instructions not given in accordance with the prescribed means.
- 4.4. 閣下認知並接受，存在指示可能被第三者攔截、監控、修改或以其他方式干擾的風險，我們在任何該等情況下均不對閣下或任何第三者承擔責任。閣下認知，關於以電話、傳真、電子郵件或透過任何電子服務或其他電子通訊作出的指示，存有偽造或濫用之相當風險；尤其，我們將無法依據帳戶委託書或其他授權文件對閣下的簽名進行核對，亦無法核實相關指示係由閣下作出並授權。閣下同意，一切相關風險(特別是偽造或濫用風險)應由閣下自行負擔。
You acknowledge and accept the risk that Instructions may be intercepted, monitored, amended or otherwise interfered with by third parties and we are not responsible or liable to you or any third party in any such event. You acknowledge that in respect of Instructions given by way of telephone, fax, email or through any of the Electronic Services or other electronic communication, there is a substantial risk of forgery or abuse, and in particular that we will not be able to verify your signature in accordance with the Account Mandate or other authorization documents, or that purported Instructions are given and authorized by you. You agree that all related risks (in particular risks of forgery or abuse) shall be borne solely by you.
- 4.5. 一切指示須於我們不時專依我們裁量確定之截止時間前由我們收受。我們得將我們於規定之截止時間後或於非營業日收受之任何指示視為於下一營業日收受之指示，我們不對未於或無法於收受日處理任何該等指示負擔責任。另外，涉及外國因素之指示，僅可於相關市場之銀行於相關司法管轄區開門營業之日予以執行。閣下認知，指示和交易不能全部立即得到處理或一定會在任何具體時間得到處理。
All Instructions must be received by us by the cut-off time as determined by us from time to time in our absolute discretion. We may treat any Instruction which we receive after the specified cut-off time, or on a non-Business Day, as having been received on the next Business Day, and we shall not be liable for any failure or inability to process any

such Instruction on the day of receipt. In addition, Instructions involving a foreign element can be effected only on days when banks in the relevant markets are open for business in the relevant jurisdictions. **You acknowledge that Instructions and transactions may not in all cases be processed immediately or at any particular time of the day.**

- 4.6. 我們有權按合理認為來自閣下或由（根據我們接受的帳戶委託書或任何其他授權文件獲授權作出指示的）任何獲授權人代表閣下作出的指示行事。我們如認為必要或適當，得依我們裁量決定要求指定的人員組合（包括所有或一個以上帳戶持有人和獲授權人）簽署或確認任何指示。閣下同意，我們得按我們不時的決定，與閣下或（根據我們接受的帳戶委託書或任何其他授權文件獲授權核實或確認指示的）任何獲授權人核實或確認任何指示，且閣下的獲授權人關於指示作出的任何該等核實或確認應視為代表閣下有效作出。一旦作出，指示未經我們事先同意不得取消、撤回、更改或修改。除前述內容外，所有指示均不可撤銷，閣下將受我們理解並實施的指示拘束，即使指示不正確、虛假、含糊、不明確或不真實，或並非由閣下作出或授權。

We shall be entitled to act upon Instructions reasonably believed to be from you, or given by any Authorized Person (who is authorized to provide Instructions in accordance to the Account Mandate or any other authorization document accepted by us) on your behalf. We may in our discretion require designated combinations of persons (including all or more than one of the Account holder(s) and Authorized Person(s)) to sign, execute or confirm any Instruction if we think it is necessary or prudent to do so. You agree that we may verify or confirm any Instructions with you or any Authorized Person (who is authorized to verify or confirm Instructions in accordance to the Account Mandate or any other authorization document accepted by us) as we may determine from time to time and any such verification or confirmation of Instructions given by your Authorized Person shall be deemed to be validly given on your behalf. Once given, Instructions may not be cancelled, withdrawn, altered or amended without our prior consent. **Other than as aforesaid, all Instructions are irrevocable and you will be bound by that Instruction as understood and executed by us even if it is incorrect, false, ambiguous or unclear or not genuine, or if it was not given or authorized by you.**

- 4.7. 我們得依賴於任何指示行事，且：(i) 無須閣下之進一步授權或通知，亦無需向閣下進一步通知，(ii) 不對作出或授權作出（或據稱作出或授權作出）指示之人之權限或身份或指示之真實性進行任何查詢，(iii) 不論該等指示作出時之情形或交易之性質，(iv) 不論指示條款是否有任何錯誤、誤解、詐騙、偽造或不明確，及(v)不論該等指示作出或做成時是否有閣下授權。

We may rely and act upon any Instruction (i) without further authority from, or further notice to or from, you, (ii) without any inquiry as to the authority or identity of the person(s) giving or authorizing (or purporting to give or authorize) the Instruction or its authenticity, (iii) irrespective of the circumstances at the time of such Instructions or the nature of the transaction, (iv) notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity on the terms of an Instruction, and (v) whether or not such Instruction was made or given with or without your authority.

- 4.8. 我們得專依我們裁量決定拒絕或接受任何指示或依任何指示行事，無需承擔任何責任且無需說明任何理由，適用規範要求的除外。如果我們拒絕或不能處理某一指示，我們將在專依我們裁量決定認為合適時採取一切合理措施通知閣下，但對未能如此行事概不負責。

We may, in our absolute discretion and without any liability whatsoever, refuse to accept or act in accordance with any Instruction without giving any reason unless required by Applicable Regulations. If we decline or cannot process an Instruction, we will take all reasonable steps to notify you as we may consider appropriate in our absolute discretion but we will not be liable for any failure to do so.

- 4.9. 閣下有責任確保閣下作出之所有指示的及時性、準確性、適當性及完整性。我們沒有義務核實閣下所作指示的準確性、適當性及完整性。我們對閣下或任何人因下述原因遭受或承受的任何損失或損害概不負責：

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all Instructions given by you. **We are not obliged to verify the accuracy, adequacy and completeness of your Instructions. We will not be liable for any loss or damage you or any person suffers or sustains as a result of:**

- (i) 閣下的指示不及時、不準確、不適當或不完整；或
your Instructions being late, inaccurate, inadequate or incomplete; or
- (ii) 任何第三者未能、拒絕或延遲處理任何指示。

any third party failing, refusing or delaying the processing of any Instruction.

4.10. 我們應有權依我們的通常商業實務及程式列事，且我們將僅接受（我們專依我們裁量決定認為）可行且合理之指示並依其承作。於不影響我們拒絕依任何指示承作之一般權利的前提下，我們在下述情況下得不執行閣下的指示，且不對因此引起的任何損失、責任、費用或支出承擔責任：

We are entitled to act in accordance with our regular business practice and procedure and will only accept and act upon Instructions if we, in our absolute discretion, consider it reasonable and practicable to do so. **Without prejudice to our general right to decline to act on any Instruction, we may not execute your Instruction and will not be liable or responsible for any loss, liability, cost or expense as a result if:**

- (i) 任何指示不完整或不明確，儘管若我們合理相信，我們於不求助於閣下或任何獲授權人之情況下即可明確或糾正該等指示或使之完整，我們有權依該等指示承作；
any Instruction is incomplete or unclear, although we are entitled to act on such Instruction if we reasonably believe that we can complete, clarify or correct such Instruction without referring to you or any Authorized Person;
- (ii) 我們收到相互衝突之一項或多項指示；
we receive one or more Instructions which appear to conflict with each other;
- (iii) 我們認為指示可能有詐騙、偽造或未經授權情形，或依該等指示承作可能涉及違反信託、協議或適用於閣下、任何獲授權人、我們或任何台新集團成員之任何適用規範；
we believe that an Instruction may be fraudulent, forged or unauthorized or that acting on it may involve a breach of trust or agreement or a breach of any Applicable Regulations applicable to you, any Authorized Person, us or any Taishin Group Member;
- (iv) 我們合理相信，閣下和/或任何獲授權人不具備作出指示之法律或精神上之行為能力；
we reasonably believe that you and/or any Authorized Person lacks the legal or mental capacity to give Instructions;
- (v) 閣下的指示中指明的、從中進行付款或結算的帳戶資金或資產不足；
there are insufficient funds or assets in the Account specified in your Instruction from which payment or settlement is to be made;
- (vi) 儘管我們採取商業上合理的預防措施，由於不受我們控制的情況而無法處理或執行閣下的指示；
despite us taking commercially reasonable precautions, circumstances beyond our control prevent your Instruction from being processed or executed;
- (vii) 閣下指示我們轉帳、支付或從閣下的帳戶中扣除的資金和資產超過對相關帳戶規定的任何適用限額；
the funds and assets you Instruct us to transfer or pay or otherwise deduct from your Account exceed any applicable limit imposed on the relevant Account;
- (viii) 任何適用規範禁止我們處理或執行閣下的指示；
any Applicable Regulation prohibits us from processing or executing your Instruction;
- (ix) 處理任何指示可能不符合正常銀行實務；
the processing of any Instruction may be inconsistent with ordinary banking practice;
- (x) 我們的內部政策、安全程式或要求或預期我們或任何台新集團成員遵守的任何機關的要求（包括我們運營所在的任何管轄法域的任何監管機構或其他機關或任何政府間或超國家機關、機構或組織施加的任何經濟和貿易制裁）禁止我們執行閣下的指示；或

our internal policy, security procedure or the requirement of any authority with which we or any Taishin Group Member is required or expected to comply (including any economic and trade sanctions imposed by any regulator or other authority in any jurisdiction where we operate in or by any intergovernmental or supranational authority, agency or organization) prohibits us from carrying out your Instructions; or

- (xi) 閣下的帳戶因任何原因被關閉、暫停、凍結或以其他方式不能使用，或任何服務因任何原因被暫停、終止或以其他方式不予提供。
your Account is closed, suspended, frozen or otherwise inaccessible for any reason or any of the Services is suspended, terminated or otherwise not made available for any reason.

- 4.11. 我們亦得不時規定我們接受閣下指示之任何額外條件（包括簽署或提供額外之資訊或文件）。
We may also from time to time prescribe any additional conditions subject to which we will accept your Instructions (including the execution or provision of additional information or documents).
- 4.12. 受限於第4.6條，如果閣下指示我們停止交易，我們有權在認為可行的情況下（但並無義務）嘗試停止交易，但如果我們不能或決定不這麼做，我們對閣下因此而招致的任何損失概不負責。
Subject to Clause 4.6, if you instruct us to stop a transaction, we may attempt (but shall have no obligation) to do so in such circumstances as we consider to be practical but we will not be liable for any loss you incur if we cannot do so or decide not to do so.
- 4.13. 閣下認知並同意，關於任何帳戶或服務的任何常行指示在我們實際收到閣下死亡、無行為能力、破產或清算的通知時即不再有效。
You acknowledge and agree that any standing Instruction with respect to any Account or Service shall cease to have effect upon us receiving actual notice of your death, incapacity, bankruptcy or liquidation.
- 4.14. 在提供服務的過程中，我們或我們的代理人得不時記錄從閣下處收到的口頭指示及/或閣下與我們之間關於任何服務或帳戶的任何口頭通訊，包括關於開戶、面對面銷售流程或風險建模流程。我們或我們的代理人亦得保持透過任何電子服務從閣下處收到的指示或通訊的記錄。如有任何爭議，閣下同意，任何該等錄音或電腦記錄的內容均構成閣下的指示或通訊的最終結論性證據。
In the course of providing Services, we or our agent may from time to time record verbal Instructions received from you and/or any verbal communications between you and us in relation to any Service or Account, including in respect of the conduct of account opening, face-to-face sales processes or risk profiling processes. We or our agent may also maintain records of Instructions or communications received from you via any of the Electronic Services. In case of any dispute, you agree that the contents of any such audio recording or computer record shall constitute final and conclusive evidence of your Instructions or communications.

5. 獲授權人

AUTHORIZED PERSONS

- 5.1. 如果閣下希望指定任何獲授權人，閣下需要根據我們接受的帳戶委託書或其他授權文件書面通知我們，並向我們提供相關人員的詳情和簽字樣本及簽字安排。如果我們同意並接受，受限於帳戶委託書或其他授權文件和簽字安排的條款及其在該等文件和安排項下的授權範圍，相關獲授權人被授權據之代表閣下操作或處理與帳戶和服務相關的所有事項，下述事項除外：
If you wish to appoint any Authorized Person, you are required to notify us in writing under an Account Mandate or other authorization document accepted by us and provide us with the relevant person's details and specimen signature(s) and the Signing Arrangement. If agreed and accepted by us, the relevant Authorized Person is, subject to the terms and its scope of authorization under the Account Mandate or other authorization document and Signing Arrangement, authorized and empowered to operate or deal with all matters in connection with the Accounts and Services for and on your behalf in accordance with such, except for:
- (i) 申請開設新帳戶或新服務；及
the application for opening of new Accounts or new Services; and

- (ii) 任何獲授權人或簽字安排的任何變更。
any change of any Authorized Person or the Signing Arrangement.

5.2. 閣下同意，任何獲授權人均得以其認為適當的任何方式就所有事項作出指示，除非閣下已特別限制授予該獲授權人的權限或已特別單獨作出簽字安排，且我們已以我們規定的方式獲得該等限制和安排的書面通知並同意接受。閣下亦同意，我們得依任何獲授權人（根據相關協議）有效作出的指示記帳並承作帳戶，而沒有義務進一步與閣下或任何獲授權人確認或核實該等指示。

You agree that any one of the Authorized Persons may provide Instructions on all matters in any manner as such Authorized Person thinks fit, unless you have specifically limited the authority which you have granted to any such Authorized Person or you have specifically prescribed a separate Signing Arrangement and we have been informed in writing of such limitation and arrangement in such manner as prescribed by us and we have accepted the same. You also agree that we may act on the Instructions validly given (in accordance with the Agreement) by any one of the Authorized Persons to sign for and operate the Account without being obliged to take further steps to confirm or verify such Instructions with you or any Authorized Person.

5.3. 於不影響第5.2條的前提下，如果我們尋求由閣下或閣下的任何獲授權人確認或核實指示，閣下同意，我們可依閣下或任何獲授權人確認或核實的指示行事，除非閣下已特別限制授予該獲授權人的權限或已特別單獨作出簽字安排，且我們已以我們規定的方式獲得該等限制和安排的書面通知並同意接受。

Without prejudice to Clause 5.2, in the event where we seek confirmation or verification of Instructions from you or any of your Authorized Persons, you agree that we can act on the Instructions confirmed or verified by you or any one of the Authorized Persons unless you have specifically limited the authority which you have granted to any such Authorized Person or you have specifically prescribed a separate Signing Arrangement and we have been informed in writing of such limitation and arrangement in such manner as prescribed by us and we have accepted the same.

5.4. 閣下同意批准和確認閣下在帳戶委託書或關於代表閣下作出指示的任何其他授權文件項下授權的任何獲授權人作出或據稱由其作出的所有指示（包括在我們實際收到獲授權人的權限被撤銷、暫停或終止的任何書面通知之前向或據稱向我們作出的任何指示），並承認所有該等指示均對閣下有拘束力。

You agree to ratify and confirm all Instructions given or purported to be given by any Authorized Person so authorized by you under the Account Mandate or any other authorization document to give Instructions on your behalf (including any Instruction given or purported to be given to us before we actually receive any written notice of revocation, suspension or termination of an Authorized Person's authority) and acknowledge that all such Instructions shall be binding on you.

5.5. 如果閣下已指定獲授權人，閣下應確保該獲授權人在所有方面遵守相關協議。

If you have appointed an Authorized Person, you shall procure that such Authorized Person shall comply in all respects with the Agreement.

6. 責任排除

EXCLUSION OF LIABILITY

6.1. 為閣下之利益於我們或任何代理人名下登記或持有之任何資產，及我們可能就任何帳戶、服務或任何指示作出之任何作為或不作為，均係完全為閣下為之，且其風險均應完全由閣下負擔。

Any assets registered or otherwise held in the name of us or any agent for your account shall be held, and any action which we may take or omit to take in connection with any Account, Service or any Instruction shall be solely for your account and risk.

6.2. 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，我們（及任何台新集團成員）排除與閣下或任何其他人士因下述原因遭受或承受的任何性質的任何損失、損害、費用、支出相關的任何及所有責任或其他責任，無論是否可合理預見、如何產生，亦不論直接或間接的：

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we (and any Taishin Group Member) exclude all and any liability in respect of any loss, damage, cost, expense or other liability suffered or

sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect, in connection with:

- (i) 任何帳戶及/或服務不可用、被取消或終止；
the unavailability, cancellation or termination of any Account and/or Service;
- (ii) 任何交易被取消、撤回、撤銷或暫停，或未能執行或實施來自閣下的任何交易或指令；
the cancellation, withdrawal, revocation or suspension of any transaction or any failure to execute or effect any transaction or order from you;
- (iii) 閣下指示或其他資訊傳輸過程中的任何中斷、暫停、延遲、丟失、損壞或其他故障或不準確，無論如何引起；
any interruption, suspension, delay, loss, damage or other failure or inaccuracy in the transmission of your Instructions or other information, howsoever caused;
- (iv) 透過其向或由我們、我們代理人或任何其他第三者告知與閣下相關的任何指示或資訊的任何電信公司、設備、裝置或媒介未經授權而洩露或披露該等指示或資訊；
the unauthorized leakage or disclosure of any Instruction or information relating to you by any telecommunications company, equipment, device or intermediary through which such Instruction or information is communicated to or from us or our agents or any other third party;
- (v) (a)設備、電信、資料通訊及/或電腦系統故障、失靈、崩潰、中斷、不足或不可用，(b)市場混亂或關閉，(c)適用規範的任何變更或任何監管機構、政府或准政府機構或法院的措施、指示、命令或要求，(d)與任何帳戶或服務有關的裝置，(e)天災，(f)政府行為，(g)水災、地震、颱風或火災或其他惡劣天氣條件，(h)內亂或騷亂，(i)罷工、封鎖或其他勞工行動或貿易爭端，(j)戰爭，(k)不可抗力，或(l)其他不受我們合理控制的原因；
any (a) failure, malfunction, breakdown, interruption, inadequacy or unavailability of equipment, telecommunications, data communications and/or computer systems, (b) market disruption or closure, (c) change in Applicable Regulations or the actions, directions, orders or requests of any regulator, government or quasi-government body or court, (d) installation in connection with any Account or Service, (e) acts of God, (f) government acts, (g) flood, earthquakes, typhoons or fire or other serious weather conditions, (h) civil commotion or unrest, (i) strikes, lock-outs or other industrial action or trade disputes, (j) war, (k) force majeure or (l) other causes beyond our reasonable control;
- (vi) 因偽造的指示或任何其他欺詐行為而實施的任何交易；
any transaction effected as a result of a forged Instruction or any other fraudulent conduct;
- (vii) 閣下使用服務或我們向閣下提供服務、為閣下維持帳戶，或為或與閣下實施任何交易，以及以其他方式辦理或處理任何帳戶、服務或交易；
your use of the Services or our provision of Services to you, maintaining the Accounts for you, or effecting any transactions for or with you and otherwise the handling or dealing with any Account, Service or transactions;
- (viii) 因任何原因或由於我們依(或不依)任何指示行事，我們決定不處理任何指示，或我們延遲或未依全部或部分指示行事；
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 or otherwise in consequence of our acting (or not acting) on any Instruction;
- (ix) 我們收到指示至依指示行事期間，相關資產價格之任何波動；
any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;
- (x) 閣下未履行和遵守在相關協議、適用規範、市場慣例項下的或與任何服務或帳戶相關的義務；

any default by you in performing and observing your obligations under the Agreement, any Applicable Regulations, market practices or relating to any Service or Account;

- (xi) 任何代理人、對手方、保管人、次保管人、專業顧問、經紀人、交易商或為相關協議而締約或聘用的任何當事人的任何作為或不作為；
any act or omission of any agent, counterparty, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes of the Agreement;
- (xii) 保全或執行我們關於任何帳戶或服務之權利或行使我們關於任何帳戶或服務之權力；及/或
the preservation or enforcement of our rights or exercise of our powers in connection with any Account or Service; and/or
- (xiii) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊。
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

因我們詐騙、嚴重疏忽或故意違約造成的直接並可合理預見的後果所引起的除外。

except to the extent arising as a direct and reasonably foreseeable consequence of our fraud, gross negligence or willful default.

- 6.3. 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，我們（及任何台新集團成員）排除對任何利潤、收入、節餘、資料、商譽或業務損失或任何間接、衍生性、特殊、懲罰性、附帶或懲戒性損害、支出、損失或費用的任何責任，即使可合理預見，不論因合同、侵權（包括嚴重疏忽）、違反法定責任或其他而引起。

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we (and any Taishin Group Member) exclude any liability for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive, incidental or exemplary damages, expenses, losses or costs even if reasonably foreseeable, whether arising as a matter of contract, tort (including gross negligence), breach of statutory duty or otherwise.

- 6.4. 相關協議之任何規定均不排除或限制我們對下述各項之責任：(i) 因我們或我們的代理人、僱員或受僱人之過失造成之死亡或人身傷害，(ii) 我們或我們的代理人、僱員或受僱人之詐騙或欺騙侵權行為，或(iii) 依法不得排除或限制之任何其他責任。Nothing in the Agreement shall exclude or limit our liability in respect of (i) death or personal injury caused by the negligence of us or our agents, employees or servants, (ii) fraud or the tort of deceit committed by us or our agents, employees or servants, or (iii) any other liability to the extent we cannot, as a matter of law, be excluded or limited.

7. 承諾、聲明和保證

UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 7.1. 閣下向我們作出以下聲明和保證，該等聲明和保證視為由閣下在(a)向我們作出指示，(b)申請或使用任何帳戶或服務，或(c)根據相關協議訂立交易的每一日重複：

You give the following representations and warranties to us, which are deemed to be repeated by you on each date on which (a) you give us an Instruction, (b) you apply for or use any Account or Service or (c) a transaction is entered into under the Agreement:

- (i) (除非閣下為自然人) 閣下係依據閣下註冊成立或設立所在地司法管轄區之法律正式註冊成立或設立並有效存續。
(Unless you are a natural person) you are duly incorporated or established and validly existing under the laws of your jurisdiction of incorporation or establishment.

- (ii) 閣下擁有進行下述各項之充分權力、能力和權限：簽署和交付相關協議及與之相關之任何其他文件，維持並承作任何帳戶，利用任何服務，履行閣下在相關協議和每一交易項下的義務，且閣下已採取一切必要行動授權該等簽署、交付和履行。
- You have full power, capacity and authority to execute and deliver the Agreement, any other documentation relating thereto, maintain and operate any Account, utilize any Service, and to perform your obligations under the Agreement and each transaction and you have taken all necessary action to authorize such execution, delivery and performance.
- (iii) 任何該等簽署、交付和履行均不違反對閣下適用的任何適用規範、任何組織文件(除非閣下為自然人)或任何信託契約、合同或對閣下或閣下的任何資產適用、有拘束力或有影響的其他文據或任何合同限制，亦不使閣下有義務創設任何留置權、擔保權益或產權負擔(為我們的利益創設除外)。
- Any such execution, delivery and performance will not violate or conflict with any Applicable Regulation applicable to you, any provision of any constitutional documents (unless you are a natural person) or any trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance (other than in favour of us).
- (iv) 要求閣下就相關協議及其中所擬的交易取得的所有政府、監管及其他同意均已取得並完全有效，且任何該等同意的所有條件均已得到遵守。
- All governmental, regulatory and other consents that are required to have been obtained by you in relation to the Agreement and the transactions contemplated therein have been so obtained and are in full force and effect and all conditions of any such consents have been complied with.
- (v) 閣下在相關協議及就相關協議達成之任何文件項下的義務構成閣下之有效法律義務，對閣下具有拘束力並得依其各自條款強制執行。
- Your obligations under the Agreement and any documents entered into in connection with any of them constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms.
- (vi) 由或代表閣下就相關協議、任何帳戶、服務和指示向我們提供之所有資訊、文件、聲明與保證均為真實、正確、準確、完整、真確和不具誤導性的。
- All information, documents and representations and warranties provided to us by you or on your behalf in connection with the Agreement, any Account, Service and Instruction are true, correct, accurate, complete, authentic and not misleading.
- (vii) 閣下是每一帳戶及每一帳戶中所有資產之唯一法定受益權人(已以我們可能要求之格式另行明確向我們披露者除外)，該等帳戶及資產無任何第三者權利、申索或權益(我們所享有者除外)，而且閣下以委託人身份而訂立每一個交易，而非以任何其他人之受託人、代理人或其他身份。
- Unless expressly disclosed otherwise to us in writing in such form as we may require, you are the sole legal and beneficial owner of each Account and all of the assets in each Account, free from any third party rights, claims or interests (other than those of us), and will enter into each transaction as principal and not as trustee, agent or otherwise for and on behalf of any other person.
- (viii) 除非已以我們可能要求之格式另行明確向我們披露，否則閣下須最終負責發出與每一交易相關之每一指示，享有一切交易之商業或經濟利益並承擔其商業或經濟風險。
- Unless expressly disclosed otherwise to us in writing in such form as we may require, you are ultimately responsible for originating each Instruction in relation to each transaction and stand to gain the commercial or economic benefit of all transactions and bear their commercial or economic risks.
- (ix) 閣下指派之任何獲授權人已被正式指派代表閣下行事，擁有代表閣下發出、核實或確認指示之所有必要權限，但須遵守指派該人之文件中所載或之後書面通知我們並由我們接受之任何明確限制。

Any Authorized Person appointed by you is duly appointed to act on your behalf with all requisite authority to give or verify or confirm Instructions on your behalf, subject to any express limitations contained in the document appointing such person or subsequently notified to and accepted by us in writing.

- (x) 閣下資可抵債，未有任何人提起與閣下或閣下之資產相關之破產、清算、解散、資不抵債、接管或類似程式，閣下亦不旨在提起而且預計也不會出現此等程式。
You are solvent, and no bankruptcy, liquidation, dissolution, insolvency, receivership or similar proceedings with respect to you or your assets have been commenced by any person nor are they intended or anticipated by you.
- (xi) 不存在違約事件，不存在與閣下或閣下之事務相關之下述事實或情形：未曾向我們披露，而且一旦向我們披露，則按合理預計將使我們拒絕開設任何帳戶，暫停或關閉任何帳戶，或拒絕向閣下提供或繼續提供任何服務，或改變提供上述服務之條款。
No Event of Default exists and there are no facts or circumstances relating to you or your affairs which have not been disclosed to us which, if disclosed, might reasonably be expected to cause us to refuse to open, suspend or close any Account, or to refuse to provide or continue to provide any Service to you, or to change the terms on which the same may be made available.
- (xii) 如果閣下代表任何其他人行事：
Where you act for or on behalf of any other person:
- (a) 閣下已落實識別及核實該等其他人之身份的可靠制度，以及將相關帳戶中的資金和資產分配給相關個人客戶的適當制度和控制措施；
you have put in place a reliable system to identify and verify such other person's identity and proper systems and controls to allocate funds and assets in the relevant Account to the individual underlying customers;
- (b) 閣下對用於開設或維持該等帳戶或出入該等帳戶的資金和錢款來源感到滿意；及
you are satisfied as to the source of the funds and source of wealth used to open or maintain such Account or passing through such Account; and
- (c) 閣下承諾根據相關協議和適用規範提供與之相關的資訊和文件。
you undertake to provide information and documents in connection therewith under the Agreement and the Applicable Regulations.
- (xiii) 如果閣下為受託人：
Where you are a trustee:
- (a) 閣下以帳戶委託書中指明之信託（「信託」）之受託人身份而非以個人身份締結相關協議，閣下於信託設立文件下擁有進行下述各項之充分且不受限制之權力：簽署和/或接受相關協議及就相關協議締結之任何文件，開設、維持並承作帳戶，利用服務，達成並開展其中擬議之交易，履行閣下與前述任一項相關之一切義務，進行前述各項時，閣下不得違反信託之明示或默示條款；及
you enter into the Agreement in the capacity of trustee of the trust named in the Account Mandate ("Trust"), and not in a personal capacity, and you have full and unrestricted powers under the document(s) constituting the Trust to execute and/or accept the Agreement and any documents entered into in connection with it, to open, maintain and operate the Account(s), utilize the Services and enter into and engage in the transactions contemplated therein, and to honour all of your obligations in respect of each of them, and in doing so you shall not breach the express or implied terms of the Trust; and

- (b) 信託文書之條款 (如帳戶委託書中載明或另行通知或提供予我們者) 及閣下於信託下之任何責任之履行, 均不違反任何適用規範。

the terms of the Trust instrument (as specified in the Account Mandate or otherwise advised or provided to us) and the performance of any of your duties under the Trust will not breach any Applicable Regulations.

- (xiv) 如果閣下為合夥企業, 所有合夥人均已簽署帳戶委託書或 (若適用) 根據合夥組織文件授權閣下為並代表合夥企業簽署之合夥決議。

Where you are a partnership, all of the partners have signed and executed the Account Mandate or (if applicable) the partnership resolutions authorizing your signing and execution for and on behalf of the partnership in accordance with the partnership's constitutional documents.

- 7.2. 閣下認知並同意, 在評估提供給閣下的任何帳戶或服務的任何申請以及維持該等帳戶或服務時, 我們將依賴於上述聲明和保證之真實性、準確性與完整性。每當發生將會導致閣下無法重複任何上述聲明和保證的任何情況時, 閣下必須及時書面通知我們。

You acknowledge and agree that we will rely on the truthfulness, correctness and completeness of the above representations and warranties in assessing any application for, and the maintenance of, any Account or Service provided to you. You must promptly notify us in writing whenever anything happens which would result in you not being able to repeat any of the above representations and warranties.

- 7.3. 於閣下仍維持任何帳戶或仍使用任何服務期間, 閣下承諾如下:

So long as any Account is maintained by you or any Service is engaged by you, you undertake to:

- (i) 在適當履行閣下在相關協議項下的責任或義務的過程中, 經我們要求, 批准和確認我們代表閣下合法作出或促使他人作出的任何行為、行動、事項或事宜;

ratify and confirm at our request any act, deed, matter or thing lawfully done or caused to be done by us on your behalf in the proper performance of your duties or obligations under the Agreement;

- (ii) 遵守可能不時對閣下、所有帳戶、服務和交易適用的所有適用規範 (包括對我們適用且我們要求閣下遵守的任何適用規範);

comply with all Applicable Regulations which may apply to you, all Accounts, Services and transactions (including any Applicable Regulations applicable to us and which we request you to comply with) from time to time;

- (iii) 於任何時候或不時立即應我們之要求, 向我們提供我們可能 (專依我們裁量且無須說明理由) 要求提供之與閣下、任何擔保品提供方及任何受益權人相關之身份、財務及其他資訊 (包括持有帳戶最終實益權益之人和 (或) 最初發出任何交易指示和/或最初提議於帳戶中執行之買賣合約之人之身份), 並應立即將相關協議中提供或與相關協議有關之資訊之任何重大變動通知我們, 並向我們提供 (或促使他人提供) 我們可能需要的資訊和協助, 以便我們協助或實現對相關協議或任何適用規範的遵守;

supply to us immediately on demand at any time or from time to time such identity, financial and other information relating to you, any Collateral Provider and any Beneficial Owner (including the identities of the persons ultimately beneficially interested in the Account(s) and/or originating the Instruction for a transaction and/or any trading contract executed on the Account(s)) as we may (in our absolute discretion and without giving any reason) request, and to notify us immediately in the event of any material change to the information provided in or in connection with the Agreement and to give (or procure to be given) to us such information and assistance as we may require to enable us to assist or achieve compliance with the Agreement or any Applicable Regulations;

- (iv) 提供並維持 (或確保任何擔保品提供方或我們可接受之其他人提供並維持) 具有我們可能不時要求之形式與金額之擔保品或補充擔保品, 作為閣下對我們之義務之擔保, 提供並維持 (或確保他人提供並維持) 我們可能就任何帳戶或服務不時要求之初始保證金與維持保證金;

provide and maintain (or procure that any Collateral Provider or other person acceptable to us provides and maintains) such Collateral or additional Collateral in such form and of such value as we may from time to time require as security for your obligations to us and to provide and maintain (or procure the provision or maintaining) of such initial and maintenance margins as we may from time to time require in respect of any Account or Service;

- (v) 如果用於就任何帳戶或使用任何服務向我們作出指示的任何身份文件或印章丟失，立即書面通知我們，且我們對在收到該等書面通知前作出的任何付款或執行的任何交易或指示概不負責；及
immediately notify us in writing in the event of any loss of any identity document, seal or chop used for giving Instructions to us in respect of any Account or the use of any Service, and we shall not be liable or responsible for any payment made or transaction or Instruction executed prior to our receipt of such written notice; and
- (vi) 始終履行合理注意義務，以避免給付或其他指令或指示、測試、用於任何帳戶或服務的代碼或安全措施落入未經授權之人所持有，且應避免將此等事項修改為有助於詐騙或偽造之形式。閣下發現或懷疑任何指令、指示、測試、代碼或安全措施遭到竊取、丟失、盜用、錯置或損害時應立即通知我們；但此等通知並不免除閣下承擔及負擔此等事情所致結果之責任。
at all times exercise due care to prevent payment or other orders or Instructions, tests, codes or Security Mechanisms for accessing any Account or Service from coming into the possession of unauthorized persons and to prevent alteration in a manner which may facilitate fraud or forgery. You shall notify us immediately on discovering or suspecting that any order, Instruction, test, code or Security Mechanism has been or may have been stolen, lost, misappropriated, mislaid or compromised, but such notification shall not relieve you from your liability to assume and bear the consequences of the same.

8. 彌償保證

INDEMNITIES

- 8.1. 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，對於直接或間接因任何下述情況或與之相關而由或針對任何受償人提起的所有訴訟、程式和索償，以及任何受償人直接或間接因任何下述情況或與之相關而發生、承受或遭受的所有損失、損害、費用和支出，閣下將向每一受償人進行彌償和償付：
To the maximum extent permitted by and not inconsistent with any Applicable Regulations, you will indemnify and reimburse each Indemnified Person against all actions, proceedings and claims which may be brought by or against any Indemnified Person and for all losses, damages, costs and expenses which any Indemnified Person may incur, sustain or suffer directly or indirectly as a result of or in connection with any of the following:
- (i) 閣下使用帳戶和服務，或我們向閣下提供帳戶和服務，或為或與閣下實施任何交易；
your use of the Account and the Services or our providing the Account and Services to you, or effecting any transactions for or with you;
- (ii) 向或據稱向我們作出之任何指示（不論是否採用書面指示形式，並包括透過任何電子服務作出之任何指示）、與我們間之任何其他通訊（不論透過郵政、電話、傳真、電子郵件、任何電子服務或電子或其他方式）或我們依或拒絕依該等指示或通訊承作（為免疑義，包括任何獲授權人行使或聲稱行使其權力、裁量權和權限時之任何行動和行為）；
any Instructions given or purportedly given to us (whether or not in the form of written Instructions and including any Instructions given through any of the Electronic Services), any other communication with us (whether via post, telephone, fax, email, any of the Electronic Services or electronic or other means), or us acting or declining to act in accordance with such Instructions or communications (including, for the avoidance of doubt, any act and deed of any Authorized Person in the exercise or purported exercise of his powers, discretion and authority);

- (iii) 我們於執行向或據稱向我們作出之任何指示時使用任何傳輸、通訊、交通或其他系統或手段(包括由丟失、延遲、誤解、錯誤、曲解或複製所致者) ;
us using any system or means of transmission, communication, transportation or otherwise in carrying out any such Instructions given or purportedly given to us (including due to loss, delay, misunderstandings, mistakes, distortions or duplications);
- (iv) 任何未經授權承作任何帳戶或使用任何安全措施或其他安全代碼利用任何服務之行為 ;
any unauthorized operation of any Account or utilization of any Service by use of any Security Mechanism or other security code;
- (v) 我們因任何原因決定不處理任何指示，或我們延遲或未依部分或全部指示行事 ;
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;
- (vi) 我們收到指示至依指示行事期間，相關資產價格之任何波動 ;
any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;
- (vii) 我們就閣下在相關協議項下已付或應付之任何款項應繳或參考該等款項計算的任何稅款(不包括我們關於我們的淨收入應繳之任何稅款) ;
any tax payable by us on, or calculated by reference to, any amount paid or payable by you under the Agreement (excluding any tax payable by us by reference to our net income);
- (viii) 閣下未履行在相關協議或任何適用規範項下之義務(包括閣下未支付閣下或任何第三者在任何帳戶或任何服務項下或就任何帳戶或服務應付之任何款項) ;
any default by you in performing your obligations under the Agreement or any Applicable Regulations (including any default in payment by you of any sum due from you or any third party under or in respect of any Account or any Service);
- (ix) 我們依適用於閣下之法律，於收受相關協議書面終止或撤銷通知前根據相關協議承作 ;
us acting pursuant to the Agreement before our receipt of written notice of termination or revocation of the Agreement by operation of law applicable to you;
- (x) 保全或執行我們關於服務和帳戶之權利或行使我們關於服務和帳戶之權力 ; 及
the preservation or enforcement of our rights or exercise of our powers in connection with the Services and the Accounts; and
- (xi) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊，
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

在每一情況下，直接因受僱人詐騙、嚴重疏忽或故意不當行為引起的除外。

in each case, except to the extent the same arise directly from an Indemnified Person's fraud, gross negligence or willful misconduct.

8.2. 相關協議中之每一彌償保證：

Each indemnity in the Agreement:

- (i) 構成一項與閣下的其他義務(無論在任何融通文件下或其他方面)相獨立的單獨、獨立義務，並應導致產生一項單獨、獨立的訴訟因由；

constitutes a separate and independent obligation from your other obligations (whether under any of the Facility Documents or otherwise) and shall give rise to a separate and independent cause of action;

(ii) 應始終適用，而不論我們給予任何寬限；及

shall apply irrespective of any indulgence granted by us; and

(iii) 屬於持續義務，應在任何服務、帳戶或相關協議終止後保持充分有效，即使存在與本一般條件或者任何判決或命令下應付任何金額的算定款項相關之任何判決、命令、申索或證據。

is a continuing obligation and shall continue in full force and effect after the termination of any Service, Account or the Agreement and despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due hereunder or under any judgment or order.

8.3. 若（且僅若）閣下係銀行守則適用之個人，則相關協議中對費用與支出之任何彌償，應解釋為限於追討合理發生之合理金額之費用與支出。

If (and only if) you are a private individual to whom the Banking Code applies, any indemnity for costs and expenses in the Agreement shall be construed so as to be limited to the recovery of costs and expenses of a reasonable amount and reasonably incurred.

8.4. 相關協議之任何規定不得要求閣下就下述各項向任何受償人或任何其他人士彌償：(i) 因任何受償人或該等其他人之過失造成之任何死亡或人身傷害；(ii) 任何受償人或該等其他人之詐騙或欺騙侵權行為；或(iii) 依法禁止對之作出彌償之任何其他申索、責任或損失。

Nothing in the Agreement shall require you to indemnify any Indemnified Person or any other person in respect of (i) death or personal injury caused by the negligence of any Indemnified Person or such other person, (ii) fraud or the tort of deceit committed by any Indemnified Person or such other person, or (iii) any other claim, liability or loss to the extent the giving of an indemnity for such claim, liability or loss is, as a matter of law, prohibited.

9. 終止和暫停

TERMINATION AND SUSPENSION

9.1. 經作出我們不時規定的事先書面通知，並以支付我們專依我們裁量決定收取的手續費或收費為前提，閣下得以我們不時規定的方式和條件，關閉任何或所有帳戶及/或終止所有或任何服務，前提始終是其餘帳戶及/或服務（如有）不受影響，且使用和承作仍受限於相關協議。收到閣下通知後，我們得依我們裁量立即結清全部既有存款、合約與交易（即使其還未到期），或繼續持有至到期或終止任何服務；其後，我們將依閣下指示，合併所有相關餘額，並就應付淨額向閣下報帳。

You may close all or any Accounts and/or terminate all or any Services upon such prior written notice and in such manner and on such conditions as prescribed by us from time to time and subject to payment of the handling fees or charges which we may in our absolute discretion impose provided always that the remaining Accounts and/or Services (if any) shall be unaffected and their use and operation shall remain subject to the Agreement. Upon receiving your notice, we may at our discretion either immediately close out all existing deposits and contracts and transactions (even if they have not reached maturity) or hold any of them to maturity or terminate any Service, and having done so, consolidate all relevant balances and account to you for the net amounts due in accordance with your Instructions.

9.2. 經合理提前書面通知閣下，我們得專依其我們裁量決定隨時終止、關閉、暫停或凍結任何或所有帳戶及/或服務，無須說明理由，亦無須為此負擔或發生任何責任，且不影响繼續承作其餘帳戶及/或服務（如有）。正常情形下，通知期不得少於三十（30）日。We may, by giving reasonable prior written notice to you, in our absolute discretion terminate, close, suspend or freeze any or all of the Accounts and/or Services or the Agreement at any time (without giving reasons and without assuming or incurring any liability whatsoever), without prejudice to the continuation of the operation of remaining Accounts and/or Services (if any). Under normal circumstances, the notice period will be not less than thirty (30) days.

9.3. 但是，如果我們確定發生任何下述事件，亦得不經事先通知閣下而立即暫停、關閉、凍結或終止所有或任何帳戶及/或服務或相關協定：

However, we may also suspend, close, freeze or terminate all or any Accounts and/or Services or the Agreement with immediate effect without prior notice to you, if we determine that any of the following events occurs:

- (i) 閣下向我們提供不正確、不完整或誤導性的資訊，或作出不正確或誤導性的聲明或保證；
you have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading;
- (ii) 我們認為或有理由懷疑帳戶或服務係以不規範或不適當的方式承作，或被用於犯罪、欺詐或其他非法活動；
we are of the opinion or have reason to suspect that an Account or Service is being operated in an irregular or improper manner or is being used for criminal, fraudulent or other unlawful activities;
- (iii) 如果閣下無行為能力或死亡，直至合法指定負責管理閣下事務之人時；
in the event of your incapacity or death until a person responsible for administering your affairs is legally appointed;
- (iv) 閣下未能履行或遵守相關協議（包括未結算任何交易、支付任何應付款項或履行與任何帳戶或服務相關的任何其他義務，或閣下資不抵債）；
you fail to perform or observe the Agreement (including your failure to settle any transaction, pay any amount due or perform any other obligations in relation to any Account or Service, or your insolvency);
- (v) 我們認為或有理由懷疑閣下並非任何帳戶或帳戶下資產的真正所有人，或無權承作任何帳戶或服務，或沒有向我們提供有效委託書；
we are of the opinion or have reason to suspect that you are not the true owner of any Account or assets under the Account or otherwise do not have the authority to operate any Account or Service or we have not been given a valid mandate;
- (vi) 在任何時候，由於閣下的住所、國籍、居民身份、稅務身份或任何其他相關身份，我們合理認為提供或繼續提供任何帳戶或服務將會或可能構成違反任何適用規範或我們的政策，或與我們的常規業務實踐不符；或
at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any Account or Service would or might in our reasonable opinion constitute a breach of any Applicable Regulation or our policies, or is not in accordance with our usual business practice; or
- (vii) 提供或繼續提供任何帳戶或服務將會違反任何適用規範或可能損害我們的聲譽。
the provision or continued provision of any Account or Service would otherwise be against any Applicable Regulations or may damage our reputation.

9.4. 根據本第9條終止、關閉、凍結或暫停任何帳戶及/或服務：

Termination, closure, freezing or suspension of any Account and/or Service under this Clause 9 shall be:

- (i) 不影響完成已經啟動的任何交易以及將完成、結算並交付的當時未完成的所有交易；
without prejudice to the completion of any transaction already initiated and all transactions outstanding at such time will be completed, settled and delivery made;
- (ii) 不影響且不得影響任何應計權利、既有承諾或義務或旨在於終止後繼續有效的任何合同規定；及
without prejudice to and shall not affect any accrued rights, existing commitments or obligations or any contractual provision intended to survive termination; and

- (iii) 沒有罰款或其他額外付款，但閣下應支付：
without penalty or other additional payment except that you will pay:
- (a) 相關協議項下的所有未償費用和收費；
all outstanding fees and charges under the Agreement;
 - (b) 我們在相關協議項下招致並應由閣下支付的任何支出；
any expenses incurred by us under the Agreement and payable by you;
 - (c) 我們因終止、關閉、凍結或暫停而招致的任何額外支出；及
any additional expenses incurred by us in connection with termination, closure, freezing or suspension; and
 - (d) 在結算或了結任何帳戶及/或服務下的未償義務時必然發生的任何損失。
any loss necessarily realized in settling or concluding outstanding obligations under any Account and/or Service.

10. 留置權、抵銷與合併

LIEN, SET-OFF AND CONSOLIDATION

- 10.1. 除任何一般或銀行留置權、抵銷權或我們依法享有的類似權利外且不影響該等權利，我們得隨時不經事先通知閣下而為自身或作為代理人為任何台新集團成員採取下述行動：

In addition and without prejudice to any general or banker's lien, right of set-off or similar rights to which we are entitled by law, we for ourselves or as agent for any Taishin Group Member may at any time and without prior notice to you:

- (i) 扣繳、結合或合併所有帳戶餘額，包括任何帳戶或單獨或與他人共同在我們及/或任何台新集團成員維持的任何性質的任何其他帳戶，不論是否需要通知，是否到期或為任何貨幣，且我們得抵銷或轉移任何該等帳戶中的任何證券、(貨項餘額或信貸融通形式的) 錢款或其他財產，以清償閣下應付及欠付我們或任何台新集團成員的債務或負債(無論該等債務或負債是實際或有的、主要或附屬的、有擔保或無擔保的或共同或分別的)，並按我們規定的費率支付未償款項產生的費用、支出及利息；
withhold, combine or consolidate the balance of all accounts including any Account or any other account of any nature whatsoever (whether subject to notice or not and whether matured or not and in whatever currency) and either individually or jointly with others, maintained with us and/or any Taishin Group Member and we may set off or transfer any Securities, monies (in form of credit balance or credit facility) or other property in any such accounts to satisfy obligations or liabilities on your part due and owing to us or any Taishin Group Member, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, together with fees expenses and interest accruing on the outstanding amount at such rate as we may specify;
- (ii) 如果任何款項在本一般條款項下應付但未付，則保留可能以閣下的名義存放在我們及/或任何台新集團成員或以其他方式由我們及/或任何台新集團成員持有(無論為了安全保管或其他目的)的、不論位於何地的所有或任何投資產品、貴重物品或任何其他財產，並有權按我們確定的價格全部或部分出售，無論透過公開拍賣、私下協議或投標，且我們得為此聘用代理人或經紀人，並在首先扣除所有費用和支出後將其收益用於抵銷相關協議項下所欠的任何或所有款項；
if any sum is due but unpaid hereunder, retain all or any Investment Products, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by us and/or any Taishin Group Member for or in your name whether for safe custody or otherwise, with the power to sell the same or any part thereof at such price as we shall determine whether by public auction, private treaty or tender and we may engage such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after first deducting all costs and expenses;

- (iii) 從任何帳戶借記閣下應向我們支付的任何款項（包括費用、支出或利息），不論相關帳戶中是否有充足的可用資金、透支或其他融通。如果任何借記導致相關帳戶透支，閣下有責任一經要求即向我們償還未償款項，並按我們規定的費率支付未償款項產生的費用、支出及利息；及
debit any amount payable by you to us (including fees, expenses or interest) from any Account irrespective whether there are sufficient available funds, overdraft or other facilities in the relevant 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 specify; and
- (iv) 如果閣下在我們的帳戶中任何貨幣的任何貸項款額等於或低於閣下欠付我們的金額，則拒絕向閣下償還該等款項。
refuse to repay you any monies in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such monies are equal to or less than the amount owing by you to us.

10.2. 我們得隨時專依我們裁量決定，在不徵詢閣下意見的情況下任意以任何合法方式按我們在記載之日確定的現行匯率，將任何帳戶中的任何款項兌換成任何貨幣，用於抵銷或轉帳。

We may at any time in our absolute discretion convert any sum in any Account into any currency by any lawful means at our disposal and at the prevailing rate of exchange as determined by us on the day of passing the entry for the purpose of set-off or transfer without reference to you.

10.3. 我們將針對閣下行使抵銷權的情形包括：

The circumstances in which we will exercise our right of set-off against you include the following:

- (i) 發生違約事件；
an Event of Default has occurred;
- (ii) 閣下對我們的任何負債（無論現在或將來的、實際或或有的，且無論個人或與任何其他一起所欠的）已到期；
any liabilities of you to us, whether present or future, actual or contingent, and whether owed individually or jointly with any other person, becomes overdue;
- (iii) 針對閣下採取任何扣押、扣留、執行或類似程式；
any attachment, distress, execution or similar process is levied against you;
- (iv) 閣下作出破產行為，或由或針對閣下提出破產（或清盤或類似程式）呈請；
an act of bankruptcy is committed by you or a petition in bankruptcy (or winding up or analogous procedure) is filed by or against you;
- (v) 為閣下全部或相當部分之業務或資產指派清算人、受託人、管理人、接管人或類此人員；或
a liquidator, trustee, administrator, receiver or similar officer is appointed of all or any substantial part of your business or assets; or
- (vi) 我們有理由相信閣下無力支付到期債務。
we have reason to believe that you are unable to pay your debts when due.

10.4. 我們在本第10條項下的權利不因閣下死亡、破產、資不抵債、清盤或無法律行為能力而受影響、限制或減損。
Our rights under this Clause 10 will not be affected, limited or reduced by your death, bankruptcy, insolvency, winding-up or legal incapacity.

10.5. 本第10條中的任何內容均不解釋為設立擔保權益，不論以押記或其他方式設立。

Nothing in this Clause 10 shall be construed so as to constitute a security interest, whether by way of charge or otherwise.

11. 擔保品

COLLATERAL

11.1. 若我們要求提供任何擔保品，用以擔保閣下履行對我們之義務（包括將來之義務），閣下必須（並須確保任何我們接受之擔保品提供方為此等目的）始終維持充分之擔保品；擔保品是否充分，由我們專依我們裁量決定之。我們為確保我們在擔保品之擔保利益，向閣下要求簽署和交付任何合約或文件、或要求採取任何措施者，閣下均應於我們請求時，簽署和交付（並應確保任何擔保品提供方簽署和交付）所有此等合約或文件、並採取（並應確保任何擔保品提供方採取）所有此等措施。作為擔保提供之擔保品之所有權必須合法有效，且作為擔保提供之任何該等擔保品之可接受性應由我們專依我們裁量決定。

When we require any Collateral as security for your obligations (including future obligations) to us, you must (and must procure that any Collateral Provider accepted by us for such purpose must) maintain at all times sufficient Collateral as determined by us in our sole discretion. At our request, you must execute and deliver (and procure the execution and delivery by any Collateral Provider of) all such deeds and documents and take (and must procure the taking by any Collateral Provider of) all such actions as we may request in order to perfect our security interest in the Collateral. The title to the Collateral offered as security must be good and in order and the acceptability of any such Collateral offered as security shall be determined by us in our absolute discretion.

11.2. 此外，我們得：

In addition, we may:

- (i) 要求閣下或任何擔保品提供方簽署我們認為必要或適宜之擔保品文件，並安排有關擔保品文件的法律意見、證明文件、同意、登記、證照、批准或授權，且格式和內容均令我們滿意；
require that you or any Collateral Provider enter into such Collateral Documents as we may consider necessary or desirable, and arrange such legal opinions, supporting documents, consents, registrations, licences, approvals or authorisations in respect of the Collateral Documents, in each case, in form and substance satisfactory to us;
- (ii) 就不同種類之擔保品，設定與變更我們可接受之初始保證金與維持保證金；
set and modify acceptable initial and maintenance margins for different types of Collateral;
- (iii) 對我們以自身名義或以我們任何代名人的名義持有的閣下的任何證券或其他資產進行登記，費用由閣下承擔；
at your cost register any of your Securities or other assets held by us in our name or in the name of any of our nominees;
- (iv) 於不影響第10條之前提下，將我們持有作為擔保品、用以擔保對我們積欠數額之證券、債券或其他票據予以變賣所生之收入及所得計入貸項，並就此等經計入貸項之金額限制任何另為借款；
without prejudice to Clause 10, credit the income and proceeds of any sale of Securities, bonds or other instruments held as Collateral against the amount outstanding to us, and restrict any further borrowing in respect of the amount so credited;
- (v) 於我們認為係為保護我們利益及擔保之適宜範圍內，就任何擔保品代替閣下或任何擔保品提供方實施任何止蝕或結清任何合約或交易，其相關風險概由閣下或該等擔保品提供方負擔之；和/或
in respect of any Collateral, exercise on behalf of and at the risk of you or any Collateral Provider any stop-loss or close out any contracts or transactions which we consider desirable to protect our interests and our security; and/or
- (vi) 要求閣下提供或確保他人提供我們所要求之閣下或任何擔保品提供方相關財務或其他資訊。
require you to provide or procure the provision of such financial and other information relating to you or any

Collateral Provider as we may require.

- 11.3. 不論我們自己是否有監控程序，閣下均有義務自行監控並維持交予我們之擔保品之充足性，始終確保閣下對我們所負義務均有適當擔保品加以擔保。不論上文之規定，我們對擔保品或作為擔保提供之任何其他資產之估值在任何時候對閣下均是最終及不可推翻的。

Irrespective of our own monitoring procedures, it is your obligation to monitor and maintain sufficient Collateral with us such that your liability to us is secured with adequate Collateral at all times. Notwithstanding the foregoing, our determination of the valuation of the Collateral or any other asset furnished as security at any time shall be final and conclusive on you.

- 11.4. 經我們要求，閣下須（自擔費用）向我們提供關於作為擔保品提供的任何資產的估值報告。每份估值報告均須符合我們規定的要求。我們同時保留取得其他或進一步估值報告並由閣下承擔費用的權利，且閣下授權我們從閣下的帳戶借記該等估值報告的費用。At our request, you must provide us (at your cost) with a valuation report regarding any assets provided as Collateral. Each valuation report must satisfy the requirements specified by us. We also reserve the right to obtain alternative or further valuation reports at your cost and you authorize us to debit the cost of such valuation reports from your Account.

- 11.5. 我們（在任何估值報告之後或其他情況下）專依我們裁量認定提供給我們之擔保品已不足以符合我們要求者，或如果我們認為已違反第五部分第19條（合稱「結清事件」），我們得（但無義務）採取我們專依我們裁量認為適當之任何措施，無須進一步向閣下或任何擔保品提供方通知、亦無須閣下或任何擔保品提供方同意；我們得（但無義務）採取措施，包括於我們認為係為清償閣下積欠債務（包括債務總額）所必要之範圍內要求額外擔保品、提前償還或扣減債務總額、下達止蝕指令、關閉任何未平倉持倉之一部或全部，或就擔保品之一部分或全部加以變現。我們採取該等措施後，閣下帳戶之金額（實際或或有）仍不足者，閣下應對不足額負擔責任並應於我們請求後立即償還。我們在任何情形下均不會因其一次或多次在任何該等權利發生後拒絕或延遲行使該等權利而承擔任何責任。

In the event that the Collateral provided to us is, in our sole opinion (whether after any valuation report or otherwise), no longer sufficient to meet our requirements or if we consider that a breach of Clause 19 of Part V has occurred (together, a "Close-Out Event"), we may (but are not obliged to) take such action as we in our sole discretion deem fit, including requiring additional Collateral, prepayment or reduction of the Total Liabilities, placing stop-loss orders, closing out part or all of any open positions or realizing such part or all of the Collateral (including additional Collateral) as we deem necessary to satisfy your liabilities (including the Total Liabilities) without further notice to or consent from you or any Collateral Provider. If after any such action by us your Account remains in deficit, whether actual or contingent, you will be liable for the deficit and must repay us immediately upon demand. We will not under any circumstances incur any responsibility or liability if it declines or delays to exercise any such right on any one or more occasions when such right arises.

- 11.6. 閣下不得就任何擔保品之一部分或全部或就任何擔保品所存任何利益（無論法律或衡平法上的利益），加以販賣、移轉、轉讓、課與負擔、抵押、創設任何產權負擔、處分或以其他方式進行處理；並且，閣下應確保任何擔保品提供方亦不為此等行為。You must not, and must procure that any Collateral Provider does not, sell, transfer, assign, encumber, pledge, create any encumbrance over, dispose of or otherwise deal with the Collateral or any part thereof or any interest (whether legal or equitable) therein.

- 11.7. 不論我們是否被指派為保管人或代理人、或依其他事由對擔保品之一部或全部負有受託之忠實義務，我們在執行我們的權利時，專依我們裁量認為適當者，得以閣下代理人之資格、或擔保品之抵押權人、承押記人或承押人資格（依其情形），就擔保品加以販賣、處分、變現或以其他方式進行處置，不就此等忠實義務負任何責任。

Notwithstanding that we may be appointed as a custodian or agent or otherwise act in any other fiduciary capacity for all or part of any Collateral, we may upon the enforcement of our rights, sell, dispose of, realize or otherwise deal with the Collateral as your agent or as mortgagee, chargee or pledgee thereof (as the case may be), as we may at our absolute discretion think fit without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.

11.8. 閣下不可撤銷地指派我們及我們指定的任何其他人士作為閣下的代理人，簽署文件（包括任何擔保品文件）並採取我們認為確保和執行任何擔保品所需的任何其他行動（包括處理擔保品所涉的任何資產）。

You irrevocably appoint us and any other person nominated by us as your attorney to execute documents (including any Collateral Document) and take any other action we consider necessary to perfect and enforce any Collateral (including dealing with any assets that are subject of Collateral).

11.9. 我們接收或向我們提供之任何擔保品應一直由我們持有而不得解付，直至已向我們足額償還債務總額，且任何到期銀行擔保書或我們不時為閣下簽發之任何票據均已返還我們予以註銷。

Any Collateral taken by or given to us shall continue to be held by us and not released until the Total Liabilities have been fully repaid to us and any expired Bank Guarantees or any instruments whatsoever from time to time issued by us for your account have been returned to us for cancellation.

11.10. 我們不就任何擔保品（包括其在我們佔有、保管或控制期間發生）之損失、損壞或價值減損承擔任何責任，但因我們詐騙、嚴重疏忽或故意不當行為直接導致者除外。

We shall not be responsible for the loss, damage or diminution in value of any Collateral (including whilst the same are in our possession, custody or control), except to the extent caused directly by our fraud, gross negligence or willful misconduct.

12. 付款

PAYMENTS

12.1. 閣下應向我們支付之任何款項均應以港元或我們不時指示的貨幣向我們支付。所有此等款項，均應全數以立即可用且可自由轉讓之資金給付，不得施予抵銷、提出相反請求或任何扣除，且不得剋扣或扣繳任何性質之目前或將來的稅捐、徵稅、關稅、索償或費用。

Any sums payable by you to us shall be paid to us in Hong Kong Dollars or otherwise in such currency as we may from time to time direct in full in immediately available and freely transferable funds, free and clear of and without deduction or withholding of any of present or future taxes, levies, duties, charges or fees of any nature and without set-off, counterclaim or deduction whatsoever.

12.2. 若於任何時點，閣下應付我們之任何款項有任何剋扣或扣繳，或應加以剋扣或扣繳，則閣下付予我們之金額，除該款項外，還應支付一筆額外款項，以確保我們收到的淨值等同於在無此等剋扣或扣繳時我們應可收取之金額。

If at any time, any deduction or withholding is made or required to be made from any payment due from you to us, you shall pay to us, together with such payment, such additional amount as may be necessary to ensure that we receive a net amount equal to the amount which it would have received had no such deduction or withholding been required or made.

12.3. 閣下或任何擔保品提供方不時向我們進行清償後，若閣下或任何擔保品提供方向我們提供之任何擔保、處分或給付後因任何理由（不論是否涉及不公平優惠或其他情形）被撤銷、撤回、被命令交回、退還、返還或減損、或有任何其他無效之理由存在者，則該等清償不生清償效力；於此等不生清償效力之情形下，閣下及此等擔保品提供方（若有）應於我們第一次請求時立即向我們填補該等撤銷、撤回、被命令交回、退還、返還、減損或無效之款項；閣下或此等其他人士未依此等規定進行有效清償者，我們有權對閣下或此等擔保品提供方執行我們於相關協議、任何其他融通文件、或任何其他與此相關所締結之文件所載之權利（包括所有彌償）。

Any discharge from time to time by us of you or any Collateral Provider shall be deemed to be made subject to the condition that it will be void to the extent that any security, disposition or payment to us by you or any Collateral Provider is subsequently set aside, avoided or ordered to be surrendered, paid away, refunded or reduced for any reason whatever (whether as an unfair preference or otherwise) or proves otherwise to have been invalid, in which event, you and such Collateral Provider (if any) shall make good to us upon first demand such amount as shall have been set aside, avoided, ordered to be surrendered, paid away, refunded or reduced or invalidated as aforesaid, and we shall be entitled to enforce our rights (including all indemnities) contained in the Agreement, any other Facility Document or any other document entered into in connection with any of them against you or such Collateral Provider as if such discharge

had not occurred.

- 12.4. 向我們給付或我們受償之款項金額低於閣下應付我們之總額者，我們得就該款項以專依我們裁量認為適當之方式加以處理（包括將該等款項置於暫時帳戶內），且閣下或付款人（若與閣下不同者）應無權利對之加以動撥。閣下授權我們、且應促使任何擔保品提供方授權我們得（專依我們之裁量）將任何擔保品之販賣所得計入任何暫時帳戶之貸項，以確保我們得於任何破產、清算、清理、和解或安排程序中、或於任何類此程序中，證明我們對閣下提出之全部申索；另外，我們亦得隨時（專依我們裁量）不可推翻地確定，將此等所得之一部分或全部用於閣下之帳戶、義務或責任。

If the sum paid to us or recovered by us is less than the amount then due by you to us, we may apply that sum in such manner as we may in our sole discretion think fit (including placing the same in a suspense account) and you or the payer (if different) shall have no right to make any appropriation. You authorize, and shall procure that any Collateral Provider shall authorize, us (at our absolute discretion) to place the proceeds of any Collateral to the credit of any suspense account with a view to preserving our rights to prove the whole of our claims against you in the event of any proceedings in or analogous to bankruptcy, liquidation, winding-up, composition or arrangement and we may apply any or all of such proceeds to such account, obligation or liability of you as we may (in our absolute discretion) from time to time conclusively determine.

- 12.5. 若任何付款於非營業日到期應付，則付款應於下一個營業日做出，且所有利息、佣金和費用計算均應做相應調整。但是，若下一個營業日在下一個月，則付款應於上一個營業日做出，且所有利息、佣金和費用計算均應做相應調整。

If any payment falls due on a non-Business Day, it shall be made on the next succeeding Business Day and all calculations of interest, commission and fees shall be adjusted accordingly. However, if the next succeeding Business Day falls in another month, the payment shall be made on the immediately preceding Business Day and all calculations of interest, commission and fees shall be adjusted accordingly.

13. 費用、收費、佣金和利息

FEES, CHARGES, COMMISSIONS AND INTEREST

- 13.1. 我們得按我們在不時發佈的任何收費表中載明的費率，就承作或維持任何帳戶或向閣下提供任何服務課以、收取或徵收費用、收費及/或佣金，前提始終是我們得根據第24條更改、修改或修訂費率或其計算依據。該等收費表應隨時在閣下要求時向閣下提供。一經要求，閣下即應向我們支付任何該等費用、收費及/或佣金。

We may impose, charge or levy such fees, charges and/or commissions for the operation or maintenance of any Account or provision of any Service to you at such rate as specified by us in any schedule of charges and fees published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof in accordance with Clause 24. Such schedule of charges and fees shall be made available to you at any time upon your request. Any such fees, charges and/or commissions shall be payable by you to us on demand.

- 13.2. 受限於適用規範，閣下應根據我們關於相關貨幣的慣例，按我們專依我們裁量不時確定的費率和計算依據，在到期日至實際支付日（判決之前及之後）期間向我們支付閣下應付的所有款項的所有應計利息，按實際天數除以360或365（平年和閏年）計算。

You shall pay to us all interest accrued on all sums payable by you to us calculated from the due date to the date of actual payment (before and after judgment) at such rate and calculated on such basis as we may in our absolute discretion determine from time to time and for the actual number of days divided by 360 or 365 (in both ordinary and leap years) in accordance with our practice for the relevant currency, subject to the Applicable Regulations.

- 13.3. 閣下應立即應我們之要求並按照所有其他條款與條件，向我們支付我們就下述各項發生之所有合理成本與費用之金額（包括法律費用、註冊費用、政府收費和印花稅）：任何帳戶之開設與維持，服務之提供，任何擔保品之設立、登記或完善，我們的任何權利之強制執行或保全，相關協議或任何融通文件下積欠、欠付或應付我們之任何款項之追索。

You shall, promptly on demand and in accordance with all other terms and conditions, pay to us the amount of all reasonable costs and expenses incurred by us (including legal fees, registration fees, government charges and stamp duties) in connection with the opening and maintenance of any Account, the provision of the Services, the establishment, registration or perfection of any Collateral, and the enforcement of or preservation of any of our

rights or the recovery of any amount due, owing or payable to us under the Agreement or any other Facility Document.

- 13.4. 自相關協議項下的任何款項到期應付之時起直至支付，一經要求，閣下必須按違約利率支付逾期款項的利息。
From the time any amount under the Agreement is overdue for payment until it is paid, you must, on demand, pay interest at the Default Rate on the overdue amount.
- 13.5. 閣下授權我們從閣下的任何帳戶中扣除本第13條所述的該等款額。
You authorize us to debit from any of your Accounts such amounts referred to in this Clause 13.
- 13.6. 若在連續十二（12）個月或我們不時確定並通知閣下之其他期間內，帳戶未記錄到任何閣下開展之交易活動，則我們得視該等帳戶為不活躍帳戶。不活躍帳戶可能須按我們屆時實行之收費表或按我們另行通知閣下之規定被徵收不活躍帳戶費。於收取首次發生之不活躍帳戶費之前，我們將提前三十（30）日向閣下發出書面通知。若閣下不採取進一步之行動，則無須再發出通知，我們得從帳戶中扣除該等款項（及該等帳戶之後累積之所有其他不活躍帳戶費），直至該等帳戶無任何貸項餘額，屆時我們將關閉該等帳戶。
If no Customer-initiated activity is recorded on an Account for twelve (12) consecutive months or such other period as we may from time to time determine and notify to you, we may treat such Account as dormant. Dormant Accounts may be subject to a dormant Account fee in accordance with our then-current schedules of charges and fees or as otherwise notified by us to you. We will give thirty (30) days' prior written notice to you before charging a dormant Account fee for the first time. If you fail to take further action, we may, without further notice, debit such sum (and all further dormant Account fees accruing on such Account) from the Account until there is no credit balance in such Account, at which point we may close the Account.

14. 結單和確認書 STATEMENT AND CONFIRMATION

- 14.1. 於不影響以下第14.7條之前提下，我們應每月為閣下提供閣下帳戶的結單，下述情況除外：
Without prejudice to Clause 14.7 below, we shall provide you with Statements for your Accounts at monthly intervals unless:
- (i) 以其他方式提供帳戶的交易記錄；
a record of transactions on an Account is provided by other means;
 - (ii) 相關帳戶自上次結單以來沒有發生交易；
there has been no transaction on the relevant Account since the last Statement;
 - (iii) 適用規範另有要求的；或
otherwise required by Applicable Regulations; or
 - (iv) 閣下書面要求且我們予以接受的。
requested by you in writing and accepted by us.
- 14.2. 閣下必須審閱及核對我們就任何交易及/或與閣下的帳戶有關的附帶事項發送給閣下的任何通知或結單的每條記載之正確性。閣下發現帳戶或任何通知或結單內容、或任何指令或指示之執行或未執行有任何錯誤、不一致、遺漏、不正確、未經授權或不準確之記載的（包括閣下、任何獲授權人或任何其他人之偽造、偽造簽名、詐騙、欠缺權限或過失），也須立即向我們書面通知。除非我們在通知或結單發送之日起九十（90）日內實際收到閣下對任何記載提出異議的書面通知，否則(i) 該等通知或結單中的所有記載構成我們與閣下間關於相關通知或結單及其中所載之所有交易、記載與餘額之正確與準確性之決定性證據，並對閣下具有拘束力，及(ii)閣下將被視為已放棄就該等通知或結單針對我們提出異議或尋求任何補救的任何權利。
You must examine and verify the correctness of each and every entry in any Advices or Statements issued by us to you in regard to any transactions and/or their incidental matters in respect of your Accounts. You must also notify us

immediately in writing of any errors, discrepancies, omissions and incorrect, unauthorized or inaccurate entries in the Account or the contents of any Advice or Statement or the execution or non-execution of any order or Instruction (including forgery, forged signature, fraud, lack of authority or negligence of you, any Authorized Person or any other person). Unless we have actually received your written notice disputing any entry within ninety (90) days of the date of issuance of the Advice or Statement, (i) all the entries set out in such Advice or Statement shall constitute conclusive evidence as between us and you as to the correctness and accuracy of the relevant Advice or Statement and all transactions, entries and balances set out therein and shall bind you and (ii) you are deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such Advice or Statement.

- 14.3. 此外，我們得於任何時候改正、糾正和/或更正任何通知或結單中由行政、操作或計算機錯誤或我們自身之錯誤或過失導致之任何不一致，而無需向閣下承擔任何責任。如此改正、糾正或更正後之任何通知或結單對我們與閣下均具有拘束力。
In addition, we may, at any time and without assuming or incurring any liability to you, reverse, rectify and/or correct any discrepancy in any Advice or Statement caused by administrative, operational or computer errors or otherwise by our own error or omission. Any Advice or Statement so reversed, rectified or corrected shall be binding as between us and you.
- 14.4. 若我們已指定某一帳戶為不活躍帳戶，則閣下認知並接受，我們應無義務再向閣下寄送任何通知或結單，適用規範另有要求者除外。
Where we have designated an Account as dormant Account, you acknowledge and accept that we shall not be obliged to send any further Advices or Statements to you, except where otherwise required by Applicable Regulations.
- 14.5. 本第14條之規定不限制閣下就因下述各項導致之未經授權之交易對任何不一致提出質疑之權利：
Nothing in this Clause 14 shall limit your right to question any discrepancies in respect of unauthorized transactions arising from the following:
- (i) 任何第三者偽造或詐騙之情事、且我們怠於對之善盡合理程度的謹慎與技術者；及
forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill;
and
 - (ii) 我們或我們任何的僱員、代理人或受僱人偽造、詐騙、嚴重疏忽或故意違約之事情。
forgery, fraud, gross negligence or willful default on the part of us or any of our employees, servants or agents.
- 14.6. 閣下授權我們按我們專依我們裁量認為適當的間隔和方式出具帳戶的合併結單，載明透過我們及/或任何台新集團成員進行的所有交易以及在我們及/或任何台新集團成員處的所有投資組合。就此而言，閣下明確同意我們在為出具該等合併結單而必要時向任何台新集團成員透露閣下的個人資料、帳戶、保密及所有其他客戶資訊，或與任何台新集團成員交換該等客戶資訊，但不影響我們根據相關協議和PDPO通知的其他規定發佈或以其他方式處理該等客戶資訊的其他權利。
You authorize us to issue consolidated Statements of the Accounts which demonstrate all transactions effected through and all investment portfolios with us and/or any Taishin Group Member at such intervals and in such manner as we shall in our absolute discretion consider fit. To this end, you expressly consent to our release of your Personal Data, account, confidential and all other Customer Information to any Taishin Group Member or exchange of such Customer Information with any Taishin Group Member where necessary for the purpose of issuing such consolidated Statements without prejudice to our other rights to release or otherwise deal with such Customer Information in accordance with the other provisions of the Agreement and the PDPO Notice.
- 14.7. 不論相關協議任何其他條款之規定，若閣下係專業投資者（定義見《證券及期貨條例》及其附屬立法），則閣下同意，我們無須依照《證券及期貨(成交單據、戶口結單及收據)規則》（香港法例第571Q章）向閣下提供任何成交單據、帳戶結單或收據（視乎情況而定）。
Notwithstanding any other terms under the Agreement, where you are a professional investor (as defined in the SFO and its subsidiary legislation), you agree that we are not required to provide you with any contract notes, statements of account or receipts (as the case may be) in accordance with the Securities and Futures (Contract Notes, Statements of

Account and Receipts) Rules (Cap 571Q, Laws of Hong Kong).

15. **決定性證據**

CONCLUSIVE EVIDENCE

我們就應付及欠付我們的任何款項或負債保留的帳簿和記錄（包括我們僱員或代理人在與閣下往來過程中記錄的磁帶錄音及任何手寫資訊）應為相關內容的決定性證據，且就所有目的而言對閣下具有拘束力，存在明顯錯誤者除外。

The books and records kept by us (including tape recordings and any handwritten information recorded by our employees or agents in the course of their dealing with you) in respect of any sum or liabilities due and owing to us shall be conclusive evidence of their contents and binding on you for all purposes, save for manifest error.

16. **共同帳戶與合夥**

JOINT ACCOUNTS AND PARTNERSHIPS

16.1. 閣下有一人以上的，比如共同帳戶持有人、受託人或個人代理人，適用本第16條。

This Clause 16 applies where you consist of more than one person such as joint Account holders, trustees or personal representatives.

16.2. 閣下每一人就與帳戶、服務有關或相關協議項下或閣下與我們之間的任何其他往來中的任何或所有義務和責任共同及各別承擔法律責任。閣下每一人的責任不以任何方式因該帳戶的任何其他共同帳戶持有人死亡、破產或其他無行為能力的情形而解除或受到影響。本條款與條件項下的聲明、保證和承諾係由閣下每一人彼此共同及各別作出。

Each of you will be jointly and severally liable with each other for all or any of the obligations and liabilities in connection with the Accounts, the Services or otherwise under the Agreement or in any other dealings between you and us. The liability of each of you shall not be discharged or affected in any way by the death, bankruptcy or other incapacity of any other joint Account holder of such Account. The representations, warranties and undertakings hereunder are given by each of you jointly and severally.

16.3. 除非且直至我們收到閣下全體簽署的書面通知，載明予以撤回或修改以限制授予特定個人的該等權力，否則：

Unless and until we receive written notice signed by all of you withdrawing or varying the same so as to limit such authority to a specific named individual:

(i) 每一共同帳戶持有人均有權代表所有共同帳戶持有人充分、完全地向我們作出指示並以其他方式與我們往來，如同其為帳戶的唯一所有人，而無需向其他共同帳戶持有人作任何通知或由其他共同帳戶持有人作出指示；
each joint Account holder will have authority on behalf of all the joint Account holders to instruct and otherwise deal with us fully and completely as if he were the sole owner of the Accounts without any notice to or instruction from the other joint Account holders;

(ii) 我們有權將應向一名或多名共同帳戶持有人支付的任何款項記入共同帳戶貸項；
we are authorized to accept for the credit of the joint Account any amount payable to one or more of the joint Account holders;

(iii) 任何共同帳戶持有人均得有效並最終解除我們的任何義務；及
any of the joint Account holders may give us an effective and final discharge in respect of any of our obligations; and

(iv) 發送給共同帳戶持有人之一的任何通知或通訊應視為發送給所有帳戶持有人。
any notice or communication given to one of the joint Account holders shall be deemed to be given to all Account holders.

16.4. 即使存在下述不足（無論我們知曉或合理應當知曉與否），閣下全體受相關協議以及規範相關帳戶或服務的其他條款和條件拘束：

Each of you will be bound by the Agreement and such other terms and conditions governing the relevant Account or Service even if the following deficiencies exist (whether we know or ought reasonably to have known about them):

- (i) 閣下或擬受相關協議及該等其他條款和條件拘束的任何其他人不受拘束；及
any of you or any other person intended to be bound by the Agreement and such other terms and conditions is not bound; and
- (ii) 由於欺詐、偽造或任何其他原因，相關協議或該等其他條款和條件針對閣下之中的一名或多名或任何其他可能無效或不可執行。
any of the Agreement or such 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.

16.5. 如果所有共同帳戶持有人均為個人，我們得根據以下假設承作共同帳戶，即該帳戶由共同帳戶持有人根據享有生存者取得權權利之聯權共有安排所共有，任何一名帳戶持有人死亡時，相關協議不會終止，而對其他生存的共同帳戶持有人仍有拘束力，且我們得將該等生存者視作與我們訂立之相關協議的唯一當事方。為避免疑義，相關協議的當事方特此聲明並同意，帳戶的所有權利和權益將在一名帳戶持有人死亡時根據生存者取得權規定歸於帳戶項下的生存者。

Where all joint Account holders are individuals, we may operate the joint Account under the presumption that it is co-owned between the joint Account holders under a joint tenancy with the right of survivorship and on the death of any one of the Account holders, the Agreement will not terminate but remain binding on the other surviving joint Account holders and we may treat such survivor(s) as the only party to the Agreement with us. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Accounts will be vested in the survivor(s) under the Accounts upon death of an Account holder(s) by operation of the rule of survivorship.

16.6. 不論上文之規定，我們保留下述權利：

Notwithstanding the foregoing, we reserve the right:

- (i) 在相關協議下採取任何行動之前，要求部分或所有共同帳戶持有人共同作出指示；及
to require joint Instructions from some or all of the joint Account holders before taking any action under the Agreement; and
- (ii) 如果我們從某一共同帳戶持有人處收到我們認為與其他指示衝突或不一致的指示，向一名或多名共同帳戶持有人告知該等衝突或不一致，及/或在收到形式和內容令我們滿意的進一步指示前，不就任何該等指示採取任何行動。
if we receive Instructions from a joint Account holder which in our opinion conflict or are inconsistent with other Instructions, to advise one or more joint Account holders of such conflict or inconsistency and/or take no action on any such Instructions until we receive further Instructions in form and substance satisfactory to us.

16.7. 我們得隨時依據第10條之規定，基於任何共同帳戶持有人對我們負擔之債務，對任何共同帳戶行使留置權，或於任何共同帳戶與該任何共同帳戶持有人之任何帳戶間進行抵銷，無須任何事前通知或授權，亦不論此等帳戶之性質或貨幣為何。

We may, at any time and without prior notice or requiring any authorization, exercise a lien over any joint Account for the liabilities to us of any joint Account holder or make any set off between a joint Account and any accounts in the name of any one of the joint Account holders, whatever the nature of such accounts or the currencies in which they are denominated, in accordance with Clause 10.

16.8. 若閣下係合夥（具有獨立法團資格者除外），應適用下述規定：

If you are a partnership (except one which has separate legal personality), the following provisions shall apply:

- (i) 除我們另行同意外，閣下的合夥協議（如有）不對我們有拘束力，且在我們的合夥帳戶的操作和維持適用並受限於相關協議；
unless otherwise agreed by us, your partnership agreement, if any, will not bind us and the operation and

maintenance of a partnership Account with us are governed by and subject to the Agreement;

- (ii) 所有合夥人（無論一般、特殊或有限合夥人）對閣下在相關協議項下的義務和責任承擔共同和各別責任，且該等義務和責任不受下述變更影響，應繼續並對閣下及不時組成閣下之所有合夥人具有拘束力：(1) 合夥名稱或組成之變更；或(2) 因任何現有合夥人死亡、破產、被接管、清盤、卸任或因任何新合夥人之加入導致合夥之合夥人變更；
all partners, whether general, special or limited, will be jointly and severally responsible for your obligations and liabilities under the Agreement and such obligations and liabilities shall not be affected by, and shall continue and be binding on you and all partners from time to time constituting you despite, any change in (1) the name or constitution of the partnership or (2) the partners of the partnership due to death, bankruptcy, receivership, winding-up or retirement of any existing partner, or the addition of any new partner;
- (iii) 所有合夥人擁有以任何方式處理帳戶的全部權力和授權，直至我們實際收到關於閣下的構成發生任何變更的書面通知；
及
all partners will have full power and authority to deal with the Accounts in any way until we shall have actually received written notice of any change to your constitution; and
- (iv) 除我們另行同意外，閣下應在閣下的構成發生任何變更時，向我們提供一份新的委託書並開立一個新帳戶。
unless otherwise agreed by us, you will give us a new mandate and open a new Account upon any change of your constitution.

17. 閣下並非個人的情況下適用的規定

PROVISIONS APPLICABLE IF YOU ARE NOT AN INDIVIDUAL

17.1. 在閣下作為受託人行事（無論閣下是否告知我們）或以信託的名義開立帳戶的情況下：

Where you act in the capacity of a trustee (whether or not you tell us) or an Account is opened in the name of a Trust:

- (i) 我們不應被視為知曉（無論實際、推定或以其他方式知曉）信託的條款。
We shall not be deemed to have knowledge (whether actual, constructive or otherwise) of the terms of the Trust.
- (ii) 閣下承諾於帳戶委託書簽署之日之每一周年日（或於我們另行要求時），向我們提供代表信託屆時每一受託人之屆時適用之授權書，並於信託任何受託人卸任、死亡、資不抵債或其他喪失行為能力事件後五（5）個營業日內將相關情形通知我們。
You undertake to provide us annually upon each anniversary of the date of the Account Mandate (or when otherwise requested by us) with the then current authorization for each of the trustees for the time being of the Trust and to notify us within five (5) Business Days of the retirement, death, insolvency or other incapacity of any trustee of the Trust.
- (iii) 我們將僅從閣下處接收與帳戶有關之指示，無須取得任何其他人之任何同意，亦無須為任何其他人士監督任何信託之執行，除非我們另行書面同意。若信託有一個以上受託人，則除非指示由共同行行之全體受託人作出，否則我們得拒絕接受閣下發出之指示。
We will accept Instructions relating to the Account(s) only from you and will not be required to obtain any consent from, or see to the execution of any trust for, any other person, unless we otherwise agree in writing. If the Trust has more than one trustee, we may refuse to accept Instructions from you unless they are given by all of the trustees acting jointly.
- (iv) 若閣下於信託下不享有獲得彌償權或者信託資產不足以履行相關責任，則閣下就帳戶和服務對任何違反相關協議之行為及以其他方式因帳戶和服務產生或與帳戶和服務有關之任何責任負擔個人責任。
You accept personal liability in relation to the Account(s) and Services for any breach of the Agreement and for any liability otherwise arising from and in connection with the Account(s) and Services if and to the extent that

you have no right of indemnity under the Trust or the assets of the Trust are insufficient to discharge the liability.

- (v) 若信託之一名或多名受託人卸任、死亡或資不抵債時，則我們將為任何存續受託人持有閣下交付或轉移之閣下的資產。若無任何存續受託人，則於我們滿意地確認有權享有該等資產任何所有權或權益之人之前，我們將依相關協議之規定（包括帳戶中之任何貸項餘額），為我們持有該等資產。我們持有閣下的資產之義務，不影響我們就該等資產享有之因任何擔保品、抵銷、反請求或其他原因產生之任何權利，亦不影響我們面對透過死者遺產提出申索者之外之任何人提出之申索（若適用）依我們裁量認為宜採取之任何措施。

If one or more of the trustees of the Trust retires, dies or becomes insolvent, we will hold your assets delivered or transferred by you to or to the order of any continuing trustee(s). If there is no continuing trustee, we will hold such assets to or to the order of us, subject to the Agreement (including any credit balance in the Account(s)) until we determine to our satisfaction the person(s) entitled to any title to or interest in the assets. Our obligation to hold your assets shall be without prejudice to any rights we may have in respect of such assets arising out of any Collateral, set-off, counterclaim or otherwise or to any step which we may in our discretion consider desirable in view of any claim by any person other than those claiming through the estate of the deceased (if applicable).

- (vi) 閣下應向每一受償人彌償該等受償人因持有該等資產或於設法確定有權享有任何該等資產任何所有權或權益之人時可能招致、遭受或對其作出或提出之任何申索、損害、責任或損失。

You shall indemnify each Indemnified Person for any claims, damages, liabilities or losses which may be taken or made against, or which may be incurred or sustained by, such Indemnified Person in relation to it holding such assets or in seeking a determination as to the person entitled to any title to or interest in any such assets.

- (vii) 閣下承諾始終全面並有效地彌償每一受償人下述所有申索、損害、責任或損失：直接或間接因我們不時按照或同意按照並非信託全體受託人之指示承作或因任何違反閣下作為信託受託人之責任與義務之行為而可能對我們提出或提起或使受償人招致、遭受或須負責之一切申索、損害、責任或損失，但因受償人之詐騙、嚴重疏忽或故意不當行為導致者除外。

You undertake to keep each Indemnified Person at all times fully and effectively indemnified from and against all claims, damages, liabilities or losses which may be brought or preferred against us or which an Indemnified Person may incur or sustain or for which an Indemnified Person may become liable by reason either directly or indirectly of us having acted and agreed to act upon the Instructions of less than all of the trustees of the Trust from time to time or any breach of your duties and obligations as trustee of the Trust, except to the extent due to an Indemnified Person's fraud, gross negligence or willful misconduct.

- (viii) 我們並無任何義務承認閣下以外之任何人就任何帳戶享有任何權益。並且（但不以此為限），帳戶資產之任何第三者受益人，經閣下向我們披露者，我們亦無任何義務向此等第三者受益人報帳；或者，任何人未經我們確認為相關信託當時之受託人前，我們無任何義務向此等人報帳。

We are not required to recognise any person other than you as having any interest in any Account and without limitation we are under no obligation to account to any third party beneficial owner of the assets in any Account disclosed by you to us or to any person who is not established to our satisfaction to be the trustee of the relevant Trust for the time being.

- 17.2. 如果閣下或閣下的任何股東（無論直接或間接、法定或受益股東）是一家在允許發行不記名股票的管轄法域註冊成立的公司，閣下確認並同意，(i)閣下或任何該等股東均未發行過任何不記名股票，及(ii)如果閣下或閣下的任何股東發行其任何不記名股票或將其任何股票轉換為不記名股票，則閣下或該等股東將及時通知我們。

Where you are or any of your shareholders (whether direct or indirect, legal or beneficial) is a company incorporated in a jurisdiction that permits the issuance of bearer shares, you confirm and agree that (i) neither you have nor any such shareholder has issued any bearer shares and (ii) if you or any of your shareholders issue(s) or convert(s) any of your or its shares to bearer form, you or such shareholder will notify us promptly.

- 17.3. 如果閣下是一家在香港註冊成立或根據公司條例第16部分在香港作為註冊非香港公司註冊的公司，我們有權在公司註冊處及其他政府機關對閣下進行充分、全面的檢索。如果任何檢索結果與閣下提供的任何資訊之間有任何不一致，我們有權採取任何必要行動。該等行動可能包括(i)不為閣下開立帳戶，或(ii)如果閣下已在我們開立帳戶，則要求糾正該等不一致或限制任何帳戶或服務的使用或暫停或終止帳戶或服務。

Where you are a company incorporated in Hong Kong or registered as a registered non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance, we have the right to conduct full and comprehensive searches on you at the Companies Registry and other governmental authorities. If there is any discrepancy between any search result and any information provided by you, we have the right to take any necessary action. Such action may include (i) not opening an Account for you, or (ii) if you have already opened an Account with us, requiring rectification of such discrepancy or limiting the use of, suspending or terminating any Account or Service.

18. 保密和披露

CONFIDENTIALITY AND DISCLOSURE

- 18.1. 我們將根據適用規範，對客戶資訊保密。本第18條載明了我們如何處理該等資訊，如果閣下為個人，本條應與我們的PDPO通知一起閱讀。

We will treat Customer Information as confidential, and we do so in accordance with Applicable Regulations. This Clause 18 sets out how we deal with such information and should, if you are an individual, be read together with our PDPO Notice.

- 18.2. 閣下不時有必要為帳戶之開設或繼續、融通之設立或繼續、服務之提供或繼續或閣下與我們間之一般關係向我們提供客戶資訊。未提供客戶資訊者，可能導致我們無法開設或繼續帳戶或融通、提供或繼續提供服務或維持閣下與我們間之關係。客戶資訊亦可能在閣下正常持續維持與我們之關係的過程中從閣下處收集，例如於閣下簽發支票或存款時收集。

From time to time, it is necessary for you to supply us with Customer Information in connection with the opening or continuation of Accounts, the establishment or continuation of Facilities, the provision or continuation of Services or generally your relationship with us. Failure to supply such Customer Information may result in us being unable to open or continue an Account or Facility or to provide or continue to provide a Service or maintain your relationship with us. Customer Information may also be collected from you in the ordinary course of the continuation of your relationship with us, for example, when you write a cheque or deposit money.

- 18.3. 客戶資訊得用於下列用途：

The purposes for which Customer Information may be used include the following:

- (i) 處理閣下有關設立帳戶、服務及融通之申請；
the processing of applications from you for the establishment of Accounts, Services and Facilities;
- (ii) 提供予閣下之帳戶、服務及融通之日常運作、維護及提供；
the daily operation, maintenance and provision of the Accounts, Services and Facilities provided to you;
- (iii) 進行信用查核；
conducting credit checks;
- (iv) 創建並維持閣下信用記錄以供現在或未來參考；
creating and maintaining your credit history for present or future reference;
- (v) 協助其他金融機構開展信用查核及收取債務；
assisting other financial institutions to conduct credit checks and collect debts;
- (vi) 設計及維護我們之信用評分模型；
creating and maintaining our credit scoring models;

- (vii) 確保閣下維持其信用；
ensuring ongoing creditworthiness of you;
- (viii) 設計金融服務或相關產品以供閣下使用；
designing financial services or related products for your use;
- (ix) 服務、產品及其他項目之行銷（包括組織及舉辦相關研討會）（例如為慈善和/或非贏利目的進行之捐款與捐資）；
marketing (including organizing and delivering seminars in respect of) services, products and other subjects (for example, donations and contributions for charitable and/or non-profit making purposes);
- (x) 決定應付予閣下或任何擔保品提供方或應向閣下或任何擔保品提供方收取之金額；
determining amounts owed to or by you or any Collateral Provider;
- (xi) 向閣下及擔保品提供方收取未清償之款項，並執行閣下及擔保品提供方所負有之義務；
collection of amounts outstanding from, and enforcing obligations owing by, you and Collateral Providers;
- (xii) 與其他信貸提供方共用信貸（包括抵押）資料；
credit (including mortgage) data sharing among other credit providers;
- (xiii) 場外交易衍生品申報；
over-the-counter ("OTC") derivative reporting;
- (xiv) 根據以下各項遵守或遵循與適用於任何台新集團成員、或任何台新集團成員被期待予以遵守之客戶資訊披露及使用相關之任何義務、要求或安排：
observing or complying with any obligations, requirements or arrangements for disclosing and using Customer Information that apply to any Taishin Group Member or with which any of them is expected to comply according to:
 - (a) 香港境內外對任何台新集團成員有拘束力或對其適用之任何適用規範（例如稅務條例（香港法例第112章）中有關自動交換財務帳戶資訊之規定，「AEOI」）。在實施自動交換財務帳戶資訊及美國海外帳戶稅務合規法（「FATCA」）之法律、規則及國際協議下，金融機構需核實屬於應申報外國稅務居民之帳戶持有人（包括某些保單擁有人及受益人）及某些實體保單持有人之控權人之身份，並向金融機構經營所在地本地稅務部門或直接向美國IRS申報前述各人之個人資料。本地稅務部門將每年定期向應申報外國稅務居民稅務居所國之稅務部門提供此等資訊。以不限制本條普遍適用性為前提，我們及/或任何其他台新集團成員會將個人資料（包括姓名、地址、稅務居所司法管轄區、在該司法管轄區之稅務編號、帳戶餘額及收益資訊）用於AEOI及FATCA之目的。客戶資訊得由我們及/或任何其他台新集團成員轉移予香港稅務局或任何其他相關國內或國外稅務部門，以便轉移予另一司法管轄區之稅務部門。個人資料得由我們及/或任何其他台新集團成員轉移予美國IRS。除AEOI及FATCA之外，我們及/或任何其他台新集團成員或會需要依據其他適用規範使用及披露客戶資訊；
any Applicable Regulations binding or applying to any Taishin Group Member within or outside Hong Kong (e.g. the Inland Revenue Ordinance (Cap. 112, Laws of Hong Kong) concerning automatic exchange of financial account information ("AEOI")). Under the laws, regulations and international agreements for the implementation of automatic exchange of financial account information and the U.S. Foreign Account Tax Compliance Act ("FATCA"), financial institutions are required to identify account holders (including certain policy owners and beneficiaries) and controlling persons of certain entity policyholders who are reportable foreign tax residents and report their personal data to the local tax authority where the financial institution operates or directly to the U.S. Internal Revenue Service. The local tax authority will provide this information to the tax authority of the reportable foreign tax resident' s country of tax residence on a regular, annual basis. Without limiting the generality of this Clause, we and/or any other Taishin Group Member will use personal data

(including name, address, jurisdiction(s) of tax residence, tax identification number(s) in such jurisdiction(s), account balance and income information) for the purposes of AEOI and FATCA. The Customer Information may be transmitted by us and/or any other Taishin Group Member to the Hong Kong Inland Revenue Department or any other relevant domestic or foreign tax authority for transfer to the tax authority of another jurisdiction. The personal data may be transmitted by us and/or any other Taishin Group Member to the U.S. Internal Revenue Service. In addition to AEOI and FATCA, we and/or any other Taishin Group Member may be required to use and disclose Customer Information under other Applicable Regulations;

- (b) 任何台新集團成員因其於特定司法管轄區內之金融、商業、業務或其他利益或活動，因而對當地或外國之法律、監管、政府、稅務、執法或其他機關、或金融服務業者自治或產業團體或組織承擔或負擔之任何現在或未來合約或其他承諾（例如香港稅務局制定或發布之準則或指引，包括與AEOI相關者）；
any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on any Taishin Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations (e.g. guidelines or guidance given or issued by the Hong Kong Inland Revenue Department including those concerning AEOI);
- (c) 有關國際合作之任何諒解備忘錄；
any memorandum of understanding on international cooperation;
- (xv) 依據台新集團為遵循相關制裁、或為避免或發現洗錢、恐怖分子資金籌集或其他非法活動而制定之集團性計劃，遵守或遵循關於在台新集團內分享資料及資訊及/或客戶資訊之其他使用之任何義務、要求、政策、程序、措施或安排；
observing or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Taishin Group and/or any other use of Customer Information in accordance with any Taishin Group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xvi) 使任何台新集團成員之實際或預定承繼人得以就預定承繼進行評估；
enabling an actual or proposed successor of any Taishin Group Member to evaluate the intended succession;
- (xvii) 使我們對閣下之任何權利或義務之實際或預定受讓人、受讓方、參加人或從參加人得以就該等讓與、轉讓、參加或從參加所涉交易進行評估；
enabling an actual or proposed assignee or transferee of, or participant or sub-participant in, any rights or obligations of us in respect of you to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- (xviii) 使實際或預定購買任何台新集團成員之所有或部分業務或股份之買方得以就該等預定購買交易進行評估；
enabling an actual or proposed purchaser of all or part of the business or shares of any Taishin Group Member to evaluate the intended purchase transaction;
- (xix) 任何台新集團成員開始、辯護或以其他方式參與香港境內外任何法院、仲裁庭或主管部門之任何法律、仲裁、行政或監管程序、訴訟、調查或查詢；
in connection with any Taishin Group Member commencing, defending or otherwise participating in any legal, arbitration, administrative or regulatory proceeding, action, investigation or inquiry before any court, tribunal or competent authority within or outside Hong Kong;
- (xx) 與我們及/或任何台新集團成員為任何目的持有的任何資料比對（無論是否旨在針對閣下採取任何不利行動）；

in connection with matching against any data held by us and/or any Taishin Group Member for whatever purpose (whether or not with a view to taking any adverse action against you);

(xxi) PDPO通知中所載的目的；及/或
such purposes set out in the PDPO Notice; and/or

(xxii) 與前述目的相關之任何其他目的。
any other purposes relating to the purposes listed above.

18.4. 閣下授權並允許我們（包括我們各主管、僱員、代理人 and 受僱人）為上述任何目的向下述人員披露客戶資訊：

You authorize and permit us (including our respective officers, employees, agents and servants) to disclose Customer Information for any of the above-mentioned purposes to the following persons:

(i) 向任何台新集團成員提供與其業務運營相關之服務之任何代理人、承攬人或第三者服務提供者（不論其是否為台新集團成員，包括任何法律顧問、核數師或其他專業顧問、任何評級機構、保險公司或保險經紀、直接或間接提供信用保護之人、以及任何行政、後臺支持、電信、電腦、付款、證券結算或其他服務之提供者）；
any agent, contractor or third party service provider (whether or not a Taishin Group Member) providing services to any Taishin Group Member (including any legal advisor, auditor or other professional advisor, any rating agency, insurer or insurance broker, direct or indirect provider of credit protection, and any provider of any administrative, back office support, telecommunications, computer, payment or securities clearing or other services) in connection with the operation of its business;

(ii) 接受我們委託履行我們於相關協議下之任何職責、職能或義務之任何代理人；
any agent to whom we delegate any of our duties, functions or obligations under the Agreement;

(iii) 向我們提供引薦服務之任何人，或者接收我們引薦或引介之任何人；
any person who provides introducing services to us or to whom we provide introductions or referrals;

(iv) 向閣下提供資產管理服務之任何第三者基金經理人（不論其是否為台新集團成員）；
any third party fund manager (whether or not a Taishin Group Member) who provides asset management services to you;

(v) 現在或未來為閣下辦理交易之任何金融機構、交易所、市場或結算所、存託人、存託代理人、支付結算或交收系統、交易存託人、基金登記處、經理人、代名人、保管人、經紀人、發行人、經理人或證券承銷人；
any financial institution, Exchange, market or clearing house, depository, depository agent, payment clearing or settlement system, trade repository, fund registrar, manager, nominee, custodian, broker, issuer, manager or underwriter of Securities through, with or in which you have or propose to have dealings;

(vi) 我們（作為交易對手）與之達成任何交易或透過其達成任何交易之任何人，或身為任何該等人之發行人、賣方、買方或代理人之任何人；
any person with (or through) whom we enter into any transaction as a counterparty, or who is the issuer, vendor, purchaser or agent of any of them;

(vii) 向發票人提供已付款支票影本（可能含有收款人資訊）之付款銀行；
the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

(viii) 信用徵詢機構以及（發生違約事由時）債務收取機構；
credit reference agencies and, in the event of a default, debt collection agencies;

- (ix) 任何換匯或交易儲存庫 (包括任何場外衍生性商品交易儲存庫) 或者類此設施或機構, 前述任何一方及/或任何相關監管機構所運作之一個或多個系統, 及其服務提供者;
any swap or trade repository (including any OTC derivative trade repository) or similar facilities or institutions, or one or more systems operated by any of them and/or any relevant regulator, and their service providers;
- (x) 任何實際或預定擔保品提供方;
any actual or prospective Collateral Provider;
- (xi) 任何其他台新集團成員;
any other Taishin Group Member;
- (xii) 對已承諾為該等客戶資訊保密之台新集團成員負有保密義務之任何其他人士;
any other person under a duty of confidentiality to a Taishin Group Member which has undertaken to keep such Customer Information confidential;
- (xiii) 任何台新集團成員之任何實際或預定承繼人;
any actual or prospective successor of any Taishin Group Member;
- (xiv) 我們對之轉讓或讓與 (或者可能轉讓或讓與) 我們針對閣下之所有或任何權利或義務之任何人, 或我們透過其轉讓或讓與 (或者可能轉讓或讓與) 我們針對閣下之所有或任何權利或義務之任何人 (包括實際或預定接受與我們就閣下所享有之任何權利相關之抵押、押記、轉讓或其他擔保之人);
any person to (or through) whom we assign or transfer (or may potentially assign or transfer) all or any of our rights or obligations in respect of you (including an actual or proposed taker of a mortgage, charge, assignment or other security over any of our rights in respect of you);
- (xv) 我們與之達成 (或可能達成) 下列任何交易或我們透過其達成任何該等交易之任何人: 與任何實際或預定融通或閣下相關之任何參加或從參加交易, 或要求就任何實際或預定融通或閣下做出支付之任何其他交易;
any person to (or through) whom we enter into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, any actual or proposed Facility or you;
- (xvi) 任何台新集團成員之所有或任何部分業務或股份之任何實際或預定買方;
any actual or prospective purchaser of all or any part of any Taishin Group Member's business or shares;
- (xvii) 任何訴訟、仲裁、行政、調查或監管程序要求提供予任何人;
any person to the extent required for purposes of any litigation, arbitration, administrative, investigative or regulatory proceedings or procedure;
- (xviii) 對任何台新集團成員具有拘束力或對其適用之任何適用規範或者任何台新集團成員被期待予以遵循之任何適用法律下, 任何台新集團成員於任何諒解備忘錄下為該諒解備忘錄有義務對其披露或者被要求或期待對其披露之任何人, 或依據任何台新集團成員與本國或國外法律、監管、政府、稅務、執法或其他機關、或金融服務業者自治或產業團體或組織間達成之任何合約或其他承諾而作出之任何披露, 並且該等合約或其他承諾是因該等台新集團成員在該等本國或國外法律、監管、政府、稅務、執法或其他機關、或自治或產業團體或組織所在司法管轄區內之金融、商業、業務或其他利益或活動而由該等台新集團成員承擔或對該等台新集團成員施加;
any person to whom any Taishin Group Member is under an obligation or otherwise required or expected to make disclosure under and for the purposes of any memorandum of understanding, under the requirements of any Applicable Regulations binding on or applying to any Taishin Group Member or with which any of them is expected to comply, or any disclosure pursuant to any contractual or other commitment of any Taishin Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or

imposed on any Taishin Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

- (xix) 若閣下為個人，則以遵守我們有關於不時在任何聲明、通函、通知或其他文件中通知閣下之促銷與行銷目的之個人資料政策為前提，得將此等資訊提交予我們或某一台新集團成員為前述第18.3條之目的所聘請之下列之人：
- subject, in the case of you if you are an individual, to our policy on the use of Personal Data for promotional and marketing purposes as notified to you from time to time in any statements, circulars, notices or other documents:
- (a) 台新集團成員；
a member of the Taishin Group;
 - (b) 第三者金融機構、保險公司、信用卡公司、證券、銀行及投資服務公司及提供類此產品及服務之公司；
third party financial institutions, insurers, credit card companies, securities, banking and investment services providers and providers of similar products and services;
 - (c) 提供回饋計劃、忠誠計劃、聯名合作、禮遇計劃之第三者公司；
third party reward, loyalty, co-branding and privileges programme providers;
 - (d) 我們及台新集團之聯名合作夥伴（此等聯名合作夥伴之名稱依其情形載於相關服務及產品之申請表上）；
co-branding partners of us and Taishin Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) 慈善或非營利性組織；以及
charitable or non-profit making organizations; and
 - (f) 外部服務提供者（包括電信公司、資料處理公司及資訊科技公司）；
external service providers (including telecommunication companies, data processing companies and information technology companies),
- that we or a Taishin Group Member engages for the purposes set out in Clause 18.3 above;
- (xx) 任何適用規範允許或要求之任何其他人士；及/或
any other person where permitted or required by any Applicable Regulations; and/or
- (xxi) 閣下同意（不論該同意是明示作出、透過閣下行為（例如：若閣下要求相關其他人陪同閣下參加與我們間之會議）作出還是其他方式作出）之任何其他人士，
any other person with your consent (whether given expressly or by your conduct (such as, if you ask that other person to accompany you to a meeting with us) or otherwise),

於前述任一情況下，均不論在香港境內或其他地方，亦不論資訊傳送目的地關於機密、銀行業保密義務或資料保護之法律較為嚴格或寬鬆。

in each case whether in Hong Kong or elsewhere and irrespective of whether the laws concerning confidentiality, banking secrecy or data protection are more or less stringent in the place to which the information is transferred.

18.5. 於不影響本第18條前述一般原則之前提下，為PDPO之目的，我們應有權向PDPO所規定之人、為PDPO通知所規定之目的披露資訊。

Without limiting the generality of the foregoing provisions of this Clause 18, for the purposes of the PDPO, we are entitled to disclose information to such persons and for such purposes as set out in the PDPO Notice.

18.6. 閣下同意並承諾如下：

You agree, consent and undertake the following:

- (i) 閣下同意並承諾，如果不時提供給我們及/或任何台新集團成員的客戶資訊有任何變更，將及時且在任何情況下於三十（30）日內通知我們，並及時回應我們及/或台新集團成員關於提供客戶資訊的任何要求。

You agree and undertake to inform us promptly and in any event, within thirty (30) days, in writing if there are any changes to the Customer Information supplied to us and/or any Taishin Group Member from time to time, and to respond promptly to any request for Customer Information from us and/or any Taishin Group Member.

- (ii) 若客戶資訊包括與其他人（包括任何受益權人或者任何主管、董事、僱員或股東）相關之個人資料或其他資訊，閣下應確保其已獲得該人之授權或同意，得將該人之資訊提供予我們或任何台新集團成員，由我們及/或任何台新集團成員依據相關協議及（若係個人資料）PDPO通知（直接或間接）持有、使用、保存、處理、轉移、披露及/或報告該等資訊。

To the extent the Customer Information includes Personal Data or other information relating to other persons (including any beneficial owner or any officer, director, employee or shareholder), you shall ensure that you have that person's authority or consent for you to provide their information to us or any Taishin Group Member for its or their holding, use, storage, processing, transfer, disclosure and/or reporting (directly or indirectly) by us and/or any other Taishin Group Member in accordance with the Agreement and (in the case of Personal Data) the PDPO Notice.

- (iii) 閣下同意允許我們以相關協議所述的方式使用、保存、披露、處理和傳輸所有客戶資訊，並應採取為了任何適用的資料保護法律或保密法律而不時需要的措施以允許我們這麼做。閣下同意，如果閣下無法或未能遵守以上第(i) 和(ii)段所載的義務，將及時書面通知我們。

You consent to and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all Customer Information in the manner described in the Agreement. You agree to inform us promptly in writing if you are not able to have or failed to comply with your obligations set out in paragraphs (i) and (ii) above.

- 18.7. 我們及/或任何台新集團成員可能開展金融犯罪風險評估活動，由此可能導致我們延遲、阻止或拒絕作出或結算任何付款、處理閣下的指示或服務申請或提供所有或部分服務。在適用規範允許的範圍內，關於閣下或任何其他人士全部或部分因任何金融犯罪風險評估活動而遭受或招致之任何責任、損失或損害（無論如何引起），我們或任何台新集團成員對閣下或任何其他人士概不負責。

We and/or any Taishin Group Member may undertake Financial Crime Risk Evaluation Activity, which may result in us delaying, blocking or refusing the making or clearing of any payment, the processing of your Instructions or application for Services or the provision of all or part of the Services. **To the extent permissible by Applicable Regulations, neither we nor any Taishin Group Member shall be liable to you or any other person in respect of any liability, loss or damage (howsoever arising) that is suffered or incurred by you or any other person, caused in whole or in part in connection with any Financial Crime Risk Evaluation Activity.**

- 18.8. 閣下認知，我們以及我們或任何台新集團成員根據相關協議向之披露客戶資訊之每一人，亦得根據該人須遵守或被期望遵守之任何適用規範披露該等客戶資訊。

You acknowledge that we and each person to whom we or any Taishin Group Member has disclosed Customer Information pursuant to the Agreement may also disclose such Customer Information pursuant to any Applicable Regulations with which such person is required or expected to comply.

- 18.9. 閣下認知，閣下應獨自負責瞭解並遵守閣下在所有司法管轄區的稅務義務（包括繳稅或提交納稅申報單或繳納所有相關稅款所需的其他文件）。

You acknowledge that you are solely responsible for understating and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions.

18.10. 對於閣下在任何司法管轄區可能因相關協議引起的稅務義務，包括可能專門與我們及/或任何台新集團成員提供的任何帳戶及/或服務的開立和使用相關的任何稅務義務，我們概不負責。

We shall not have any liability or responsibility in respect of your tax obligations in any jurisdiction which may arise in connection with the Agreement, including any that may relate specifically to the opening and use of any Account and/or Service provided by us and/or any Taishin Group Member.

18.11. 儘管閣下、我們或任何台新集團成員終止向閣下提供任何服務或閣下的任何帳戶關閉，本第 18 條應繼續適用。

This Clause 18 shall continue to apply notwithstanding any termination by you or us or any Taishin Group Member of the provision of any Service to you or the closure of any of your Accounts.

18.12. 閣下確認，據閣下所知，提供給我們的所有客戶資訊均完整、準確且最新。

You confirm that all of the Customer Information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.

18.13. 我們將在出於法律或業務目的需要的期間內保留客戶資訊。但是，我們得在使用微縮膠捲拍攝或掃描後銷毀有關任何帳戶或服務的任何文件，並在該等期間到期後，按我們認為適當者銷毀任何微縮膠捲、掃描記錄。

We will keep Customer Information for so long as it is necessary for legal or business purposes. However, we may destroy any documents relating to any Account or Service after microfilming or scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.

19. 委託和外包

DELEGATION AND OUTSOURCING

19.1. 受限於所有適用規範，閣下認知並同意，我們得依我們認為適當之條款與條件，將我們在相關協議項下的任何職能、義務或服務委託、外包或分包予任何服務提供商（不論其是否係台新集團成員，且不論該等人員是否在香港境內）履行。若我們認為必要或適當，我們得為資料處理、向我們或任何台新集團成員或代表其向閣下提供服務之目的，將客戶資訊轉移予任何該等服務提供商。

Subject to all Applicable Regulations, you acknowledge and agree that we may delegate, outsource or sub-contract the performance of any of our functions, obligations or Services under the Agreement to any service provider (whether or not a Taishin Group Member and whether or not such person is located within or outside of Hong Kong) on such terms and conditions as we may think fit. Where we consider necessary or appropriate, we may transfer Customer Information to any such service provider for the purpose of data processing or providing any service to us or any Taishin Group Member or to you on our or their behalf.

19.2. 在不影響以上第19.1條的前提下，我們得僱請或使用香港內外之代理人、經紀人、往來銀行、交易商、保管人、次保管人、存託人、顧問、銀行業者、債務催收機構、律師、經理人、結算代理機構、其他第三者及任何台新集團成員（分別均為「代理人」），並委由此等代理人履行我們之全部或部分義務及行使我們之全部或部分權利。我們得向任何該等代理人轉交我們認為適當之任何相關文件，並且，我們得指派任何代理人收受閣下位於香港內外之任何資產，並得指派代理人登記為此等閣下資產之代名人。我們不對該等代理人之任何過失、作為、不作為或延遲或該等代理人之破產或資不抵債負擔責任，惟我們於選擇其代理人時已盡到合理謹慎義務且未明確授權該等疏忽、作為、不作為或延遲。若我們僱請或使用香港境外之代理人，則該司法管轄區之適用規範可能適用，而閣下可能不會受到於香港受到之相同保護。

Without limitation to Clause 19.1 above, we may employ or utilise agents, brokers, correspondents, dealers, custodians, sub-custodians, depositories, advisors, bankers, dealers, debt collection agencies, attorneys, managers, settlement agents, other third parties and any Taishin Group Member (each an "Agent") both within and outside of Hong Kong and delegate to any such Agent the performance of all or part of our duties and exercise of our rights, may forward to any such Agent any relevant document as we consider appropriate and may appoint any Agent to take delivery and to be registered as nominee of any of your assets, whether within or outside of Hong Kong. We shall not be liable for any negligence, act, omission or delay on the part of such Agent or bankruptcy or insolvency of such Agent, provided that we have used reasonable care in selecting our Agent and have not expressly authorized such negligence, act, omission or delay. Where we employ or utilise such Agent outside of Hong Kong, the Applicable Regulations of that jurisdiction may apply, and you may not be protected in the same manner as in Hong Kong.

- 19.3. 對於我們在僱請任何債務催收機構的過程中合理招致的所有成本、費用及支出，閣下應全額彌償我們。
You shall indemnify and keep us indemnified on a full indemnity basis from and against all costs, fees and expenses which we may reasonably incur in engaging any debt collection agencies.

20. 利益衝突和披露

CONFLICT OF INTEREST AND DISCLOSURE

- 20.1. 就任何交易而言，我們及/或任何台新集團成員可能直接或間接享有重大利益、關係、安排或責任，或導致或可能導致與閣下關於交易的利益產生利益衝突的利益、關係、安排或責任（「**重大利益**」）。我們應採取合理措施，確保在遵守所有適用規範的前提下為閣下公平處理任何該等交易。

In relation to any transaction, we and/or any Taishin Group Member may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to transaction directly or indirectly (“**Material Interest**”). We shall take reasonable steps to ensure fair treatment for you in relation to any of such transaction subject to all Applicable Regulations.

- 20.2. 受限於所有適用規範，儘管有任何重大利益，我們有權向閣下提供意見或建議，為或與閣下訂立交易或作為閣下的代理人行事，或提供服務及任何其他服務，且沒有責任向閣下披露由此產生的任何利潤。

Subject to all Applicable Regulations, we shall be entitled to give advice or make recommendations to you or enter into transactions for or with you or act as your agent or provide the Service and any other service notwithstanding any Material Interest and shall not be under a duty to disclose to you any profit arising therefrom.

- 20.3. 受限於所有適用規範，對於我們因就交易提供的任何服務而獲得或收取的任何利潤、佣金或報酬（無論來自任何客戶或由於任何重大利益或其他原因），我們沒有責任向閣下報帳或（除與向閣下收取的費用或佣金相關外）向閣下披露。

Subject to all Applicable Regulations, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from any Customer or by reason of any Material Interest or otherwise) by us by reason of any services provided for transaction.

21. 打擊洗錢

ANTI-MONEY LAUNDERING

- 21.1. 閣下認知並同意，我們及任何其他台新集團成員在香港及其他司法管轄區須依照適用規範行事，包括打擊洗錢、打擊恐怖分子資金籌集、報告可疑交易、制裁和打擊避稅之相關法律與法規。閣下同意，我們得自行並得指示任何其他台新集團成員（或得按任何其他台新集團成員之指示）採取我們或該等台新集團成員專依其裁量認為對於該等適用規範而言係適當之任何行動。該等行動包括：(i) 攔截並調查由或代表閣下透過我們或任何其他台新集團成員之系統發送之任何付款訊息、其他資訊或通訊，(ii) 延遲、阻止或拒絕進行任何付款，及 (iii) 進一步查詢以確認相關人員是否係受制裁人員。對任何人遭受之因任何該等行動、延遲、阻止或拒絕付款行為或行使我們於本條下之權利引起之或與之相關之任何損失或損害（不論係直接或間接損失或損害，包括利潤或利息損失），我們或任何其他台新集團成員概不負責。某些情形下，我們之行動可能阻止或延遲某些資訊之處理。我們或任何其他台新集團成員均不擔保，我們系統中與該等行動所涉之付款訊息、其他資訊或通訊相關之任何資訊，於採取該等行動期間查詢時將是正確或最新的。

You acknowledge and agree that we and any other Taishin Group Member are required to act in accordance with Applicable Regulations in Hong Kong and other jurisdictions including anti-money laundering, counter-terrorist financing, suspicious transaction reporting, sanctions and anti-tax evasion-related laws and regulations. You agree that we may take, and may instruct any other Taishin Group Member (or may be so instructed by any other Taishin Group Member) to take any action which it or such other Taishin Group Member, in its absolute discretion, considers appropriate in connection with such Applicable Regulations. This may include (i) intercepting and investigating any payment message and other information or communications sent to, by or on behalf of you through the systems of us or any other Taishin Group Member, (ii) delaying, blocking, or refusing to make, any payment and (iii) conducting further enquiries to ascertain whether the name of a sanctioned person actually refers to that person. Neither we

nor any other Taishin Group Member shall be liable for any loss or damage (whether direct or indirect including loss of profit or interest) suffered by any person arising as a result of or in connection with any such action, delay, blocking or failure to make any payment or the exercise of our rights under this Clause. In certain cases, our action may prevent or delay the processing of certain information. Neither we nor any other Taishin Group Member warrants that any information on our systems relating to a payment message or other information or communication which is the subject of such action is correct or up-to-date when accessed whilst such action is being taken.

21.2. 閣下同意向我們提供我們為使我們或任何台新集團成員遵守任何該等適用規範而要求提供之任何資訊。

You agree to provide us with any information requested by us for purposes of us or any Taishin Group Member complying with any such Applicable Regulations.

22. 放棄與可分離性

WAIVER AND SEVERABILITY

22.1. 我們怠於行使或執行相關協議、任何融通文件或與其相關之任何文件下之任何權利、補救、權力或特權、或在行使或執行上有所遲誤，均不構成放棄此等權利、補救、權力或特權；並且，我們就本條款與條件項下的任何權利、補救、權力或特權之一次或任何部分行使或執行，均不構成放棄該權利、補救、權力或特權，亦不構成確認有效。我們的確認採用書面形式方為有效。一次或部分行使或執行任何權利、補救、權力或特權均不防礙對其進行任何其他或進一步行使或執行，亦不防礙行使或執行任何其他權利、補救、權力或特權。相關協議、任何融通文件或與其相關之任何其他文件中規定之權利、補救、權力和特權，均係相互累積適用，且並不排除法律規定之任何權利、補救、權力和特權。

No failure to exercise or enforce and no delay in exercising or enforcing on the part of us of any right, remedy, power or privilege under the Agreement, any Facility Document or any other document relating to them shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof or constitute an election to affirm. No election to affirm on our part shall be effective unless it is in writing. No single or partial exercise or enforcement of any right, remedy, power or privilege shall preclude any other or further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in the Agreement, any Facility Document or any other document relating to them are cumulative to and not exclusive of any right, remedy, power and privilege provided by law.

22.2. 相關協議、任何融通文件或與此相關之任何其他文件所載任何條款，在任何時候依任何司法管轄區之法律在任何方面有任何不合法、無效或不可執行之情形者，並不以任何方式影響或減損該等條款於任何其他司法管轄區之法律下之合法性、有效性及可執行性，亦不影響或減損其餘條款之合法性、有效性及可執行性。我們任何權利、權力及補救於我們以書面明示予以修訂或放棄前，均應繼續具有完全效力及效果。

If at any time any provision of the Agreement, any Facility Document or any other document relating to them is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby. Each of our rights, powers and remedies shall continue in full force and effect until and unless expressly amended or waived in writing by us.

23. 轉讓和讓與

ASSIGNMENT AND TRANSFER

23.1. 相關協議是針對閣下的。未經我們事前書面同意者，閣下不得以任何方式轉讓、移轉（不論係透過更新或其他方式為之）或以其他方式處理或處分閣下於相關協議下及就任何帳戶、服務、交易、由我們或我們任何代理人保管之任何資產享受或負擔之任何權利、利益、義務或責任（無論為法律或衡平法上的），亦不得於該等權利、利益、義務或責任上設置信託、課與負擔或押記。

The Agreement is personal to you. You must not in any way assign, transfer (whether by novation or otherwise), declare a trust over, encumber, charge or otherwise deal with or dispose of any of your rights, interests, obligations or liabilities (whether they are legal or equitable) under the Agreement and in respect of any Account, Services or

transactions or any assets kept in the custody of us or any agent of us without our prior written consent.

23.2. 相關協議對閣下及您的遺產、遺囑執行人、遺產管理人、破產受託人、接收人、清算人或其他權利繼受人具有拘束力。若閣下係合夥，則相關協議應適用，不論閣下成員之任何變更、任何合夥人之死亡、破產、接收、清盤、卸任或任何新合夥人之加入。The Agreement shall be binding on you and your estate, executors, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor in title. If you are a partnership, the Agreement shall apply notwithstanding any change in the membership of you, the death, bankruptcy, receivership, winding-up or retirement of any partner(s) or the admission of any new partner(s).

23.3. 相關協議以及與此相關而締結之任何其他文件（包括關於向我們提供任何擔保品之任何文件），對我們（為免疑義，包括我們的繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人）發生效力，而不論我們或任何此等繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人之組織是否因合併、結合或其他事由而發生變動。我們得隨時專依我們裁量，將其於相關協議及與其相關之任何其他文件或擔保品下之任何或所有權利、利益、義務及/或責任之一部分或全部，轉讓、移轉（包括透過更新方式）予任何人（分別稱為「受讓人」）、或處分、設置信託、課與負擔或押記或以其他方式處理（分別稱為「轉讓」），我們之前述行為無須閣下或任何其他人之同意。相關受讓人應承繼我們在相關協議及/或被轉讓的其他文件及/或擔保品下之所有義務，並取得相關協議及/或被轉讓的其他文件及/或擔保品下授予我們之所有權力及權利，且我們此後應被解除並充分免除與相關協議及如此轉讓的任何其他文件或擔保品下的任何權利、利益、義務及/或責任相關之任何責任或義務，但應保留我們未如此轉讓之全部權利、利益與權力。

The Agreement and any other documents entered into from time to time in connection with it (including any documents relating to the provision of any Collateral to us) shall operate for the benefit of us (including, for the avoidance of doubt, our successors, permitted assigns, permitted transferees and any persons deriving title under any of them), notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of us or any such successor, permitted assign, permitted transferee or any person deriving title under any of them. We may at any time assign, transfer (including by novation), dispose of, declare a trust over, encumber, charge or otherwise deal with (each "Transfer") all or any of our rights, interest, obligations and/or liabilities (whether they are legal or equitable) under the Agreement and any other documents or Collateral relating to it to any person (each a "Transferee"), in whole or in part in its absolute discretion and without requiring your or any other person's consent. The relevant Transferee shall thereupon assume all obligations of us and become vested with all the powers and rights given to us under the Agreement and/or such other document and/or Collateral Transferred and we shall thereafter be released and fully discharged from any liability or responsibility in respect of any right, interest, obligation and/or liability under the Agreement and any other documents or Collateral so Transferred, but shall retain all its rights, interest and powers not so Transferred.

24. 修訂

AMENDMENT

24.1. 除非相關協議另有具體規定，否則我們得依我們裁量隨時更改、修訂、刪除、補充或替換相關協議之任何規定，或採用新條款與條件和/或其他規則，惟於任何該等變更生效前須按下述規定向閣下發出通知：

Unless specifically provided otherwise in the Agreement, we may at our discretion at any time alter, amend, delete, supplement or substitute any provisions of the Agreement or adopt new terms and conditions and/or other rules by giving you notice as follows prior to any such variation taking effect:

- (i) 該等變更將影響閣下應付之費用與收費（除非該等費用與收費不在我們控制能力範圍內）和/或閣下之責任或義務者，須提前三十（30）日發出通知；或
thirty (30) days' notice where the variation affects fees and charges payable by you (unless such fees and charges are not within our control) and/or the liabilities or obligations of you; or
- (ii) 對於所有其他變更，須提前合理時間發出通知。
reasonable notice for all other variations.

- 24.2. 該等變更，若為須提前三十 (30) 日發出通知之變更，則視為於該期限屆滿時納入相關協議，若為須提前合理時間發出通知之變更，則視為於通知所載期限屆滿時納入相關協議，上述期限屆滿之日稱為「生效日」。若 (i) 閣下或任何獲授權人於生效日當日或之後繼續承作或使用任何帳戶或服務，或 (ii) 閣下未採取措施於生效日前對該等變更提出異議，或未在生效日前關閉其所有帳戶，則該等變更對閣下具有拘束力。

Such variation shall be deemed to be incorporated in the Agreement (in the case of a variation requiring thirty (30) days' notice) upon the expiry of that period and (in the case of a variation requiring reasonable notice) upon the expiry of the notice period set out in the notice (each an "Effective Date"). The variation shall bind you if (i) you or any Authorized Person continues to operate or use any Account or Service on or after the Effective Date or (ii) you fail to take steps to dispute such variations prior to the Effective Date or otherwise close all your Accounts prior to the Effective Date.

- 24.3. 變更通知通常以書面作出。但我們亦得以插頁、展示 (例如在我們的網站或在我們的辦公場所的顯眼位置展示)、廣告或我們認為適當或有效之其他通知方式發出該等通知。變更通知將載明相關協議之變更、閣下表明您拒絕變更之方式及拒絕之後果。若任何變更涉及重大修改或相關修改係複雜修改，我們得提供主要特點概要或 (若我們認為合適) 修訂後之相關協議之合併或重述文本。

Notice of variation will generally be given in writing. However, we may also give notice by statement insert, display (e.g. on our website or in a prominent position our office premises), advertisement or by such other means as we consider an appropriate and effective means of notification. The notice of variation will show the variation of the Agreement, how you may indicate refusal and the consequence of such refusal. When any variation involves substantial changes or if the changes are complicated, we may provide a summary of the key features or, if we deem appropriate, a consolidation or restatement of the revised Agreement.

- 24.4. 一項新服務或改進後之服務涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，未經閣下明確同意，我們不得將閣下自動列為接受該等新服務或改進後之服務之閣下。一項新服務或改進後之服務不涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，我們應允許閣下有一個合理期間 (不得少於十四 (14) 日) 拒絕接受該等服務，並將示明閣下如何拒絕接受該等服務。Where a new or enhanced Service involves a cost or potential liability or potential risk of financial loss to you, we will not automatically enroll you for that new or enhanced Service without your express consent. Where a new or enhanced Service does not involve a cost or potential liability or potential risk of financial loss to you, we will allow you a reasonable period (which will not be less than fourteen (14) days) to decline acceptance and will indicate how you may decline acceptance.

25. 通知

NOTICES

- 25.1. 閣下同意，我們得使用閣下提供並由我們記錄在案之任何聯絡資訊 (包括任何地址、電話號碼、行動電話號碼、電子郵件地址和傳真號碼) 或透過不時的任何電子服務與閣下通訊。

You agree that we may use any contact information provided by you and kept on our record (including any address, telephone number, mobile phone number, email address and fax number) or via any Electronic Services from time to time to communicate with you.

- 25.2. 我們在相關協議下的通知或要求得以郵政、專人遞送、電報、電傳或傳真傳輸或透過任何電子服務或我們的官方網站作出，並在下述時間視為正式送達：(i) 如以郵政寄送，在郵寄之日的下一日 (儘管隨後退回或未交付) ；及(ii) 如以專人遞送、電報、電傳、傳真傳輸或透過任何電子服務或我們的官方網站作出，在發送之時。

A notice or demand by us under the Agreement may be served by post, personal delivery, cable, telex or facsimile transmission or via any Electronic Services or our official website and shall be deemed to have been duly served if: (i) by post, on the day following the day of posting (its subsequent return or non-delivery notwithstanding); and (ii) if by personal delivery, cable, telex, facsimile transmission or via any Electronic Services or our official website, at the time on the day on which it is sent.

- 25.3. 閣下給予我們的通知和通訊應發送給被指定接收或代為行事的相關部門，並在該等部門以可閱的形式收到時生效，除非且直至我們已實際收到，否則不視為已適當送達。

Your notices and communications to us should be addressed to, and are effective when received in legible form by, the relevant department designated to receive or act on them and shall not be deemed to have been duly served unless and until we have actually received the same.

- 25.4. 在不影響任何其他送達方式的前提下，訴訟所涉或提起訴訟的任何文件得透過交付至或留於閣下最後告知我們的地址送達閣下。如果閣下沒有香港的地址，若我們要求，閣下同意指派並維持一名有香港地址的代理人在香港接受任何法律程序文件送達。

Without preventing any other method of service, any document in or initiating a court action may be served on you by being delivered to or left at your address last notified to us. If you do not have an address in Hong Kong, you agree to appoint and maintain an agent with an address in Hong Kong to accept service of any legal process in Hong Kong, if we request.

26. 時間至關重要

TIME OF ESSENCE

就閣下在相關協議下的責任和義務的履行而言，時間在所有方面均具有至關緊要之重要性。

Time shall in all respects be of the essence in the performance of your liabilities and obligations under the Agreement.

27. 資訊變更

CHANGE OF INFORMATION

閣下承諾及時向我們告知閣下或代表閣下就相關協議提供給我們的閣下相關詳情及/或任何資訊的任何變更。特別是，閣下應向我們告知名稱、地址、受益權人、董事、股東、控制人、合夥人、法律狀態、業務性質、組織文件（視乎情況而定）及其他詳情和資訊的任何變更，並提供我們合理要求的證明文件。

You undertake to promptly inform us of any change to your particulars and/or any of the information provided by you or on your behalf to us in connection with the Agreement. In particular, you will notify us of any change of name, address, Beneficial Owner(s), directors, shareholders, controllers, partners, legal status, business nature, constitutional documents (in each case, as applicable) and other particulars and information and provide such supporting documents as reasonably required by us.

28. 貨幣風險

CURRENCY EXPOSURE

- 28.1. 對於任何帳戶下以港元之外的貨幣進行的任何交易，閣下認知，可能因匯率波動而產生利潤或損失，該等利潤或損失完全歸於閣下並由閣下自擔風險。

For any transaction effected under any Account in currencies other than Hong Kong Dollars, you acknowledge that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.

- 28.2. 如果相關協議下需要或適宜將一種貨幣兌換成另一種貨幣，該等兌換應按我們在兌換時的現行匯率進行。我們在任何其他時間提供的任何匯率僅作為參考，可能與我們兌換所用的匯率不同。

Where conversion of one currency into another currency is required or appropriate under the Agreement, such conversion will be effected at our prevailing exchange rate at the time of conversion. Any exchange rate provided by us at any other time may differ from the rate at which we effect the conversion and is for reference only.

- 28.3. 除非我們與閣下另行書面約定，否則，若我們以帳戶貨幣或擬作出付款之貨幣（若適用）之外之貨幣收受任何付款（不論係計入帳戶貸項之款項還是對應付我們之款項之支付），我們得專依我們裁量將該等款項兌換為帳戶貨幣（以計入貸項）或擬作出付款之貨幣。我們得按我們不可推翻地確定之匯率進行該等兌換，閣下須負擔該等匯兌費用。我們有權從帳戶中扣除我們就該等兌換招致之一切費用、收費與兌換損失。

Unless otherwise agreed in writing between us and you, if we receive any payment (whether for credit into an Account or in payment of any sum due to us) in a currency other than (as applicable) the currency of such Account or in which the payment is to be made, we may at our absolute discretion convert such payment into (as applicable) the currency of the Account for credit or in which the payment is to be made. We may do so at such rate of exchange as we may conclusively determine and you shall bear the cost of such conversion. We shall be authorized to debit the Account with all costs, charges or exchange losses which we incur in connection with such conversion.

- 28.4. 閣下應以一貨幣向我們支付款項、但以另一貨幣進行支付者、或我們於行使任何追索積欠我們款項之權利時、以我們所持有之另一貨幣與該款項進行抵銷者、僅在該等款項兌換為給付應使用之貨幣後、能使我們收取積欠我們之全額時、方得認為該給付義務已經清償。並且、就我們因此等兌換合理招致或遭受之款項短缺、以及我們其他所有損失（包括進行兌換之成本）、閣下應向我們全額彌償；而於證明款項短缺或損失時、我們無須實際進行兌換、而以我們能證明若實際進行兌換將發生款項短缺為已足。
- Where you are obliged to make a payment to us in one currency, but makes payment in another, or where we in exercise of any rights which we may have to recover sums due to us apply sums held in another currency against the amount due, the payment obligation shall not be treated as discharged unless on conversion to the currency in which payment should have been made we receive the full amount due, and you shall fully indemnify us against any deficiency arising on such conversion and in respect of all other losses (including the cost of making any conversion) which we may reasonably incur or suffer, provided always that in proving a deficiency or loss we shall not be obliged actually to make such conversion and it shall be sufficient for us to show that we would have suffered the deficiency had an actual conversion been made.

29. 語言

LANGUAGE

經要求，我們可為閣下提供相關協議之中文版本，僅供參考之用。相關協議或與任何帳戶或服務相關之任何其他文件，翻譯為中文或任何其他語言者，在中文版本與英文版本間發生任何不一致或衝突之情形下，就該等不一致或衝突之情形而言，概以英文版本為準。

Upon request, we may provide to you the Chinese version of the Agreement for your reference only. If there is any inconsistency or conflict between the English and Chinese versions of the Agreement, or any other document relating to any Account or Service which is translated into Chinese or any other language from time to time, the English language version shall prevail to the extent of such discrepancy or inconsistency.

30. 其他規定

MISCELLANEOUS PROVISIONS

- 30.1. 我們為使相關協議、任何融通文件或與其相關而締結之任何其他文件、或作出之任何指示發生完全效力，或為使我們得完全享有任何此等文件所賦予我們之所有權利、權力及補救，且我們完全依我們裁量認為有必要或有需要者，我們得要求閣下立即進行或實現所有行為及事項、及簽署所有文書及文件或獲致所有此等文書及文件之簽署；經我們為此等要求者，閣下應進行或實現所有此等行為及事項、及簽署所有此等文書及文件或獲致所有此等文書及文件之簽署。

At our request, you shall promptly do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as we may in our sole discretion consider necessary or desirable for giving full effect to the Agreement, any Facility Document, any other document entered into in connection with any of them or any Instructions given, or for securing to us the full benefits of all rights, powers and remedies conferred upon us under any of the same.

- 30.2. 相關協定可簽署任何數量的對應文本，效力如同對應文本上的簽字簽於同一份相關協議。

The Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

31. 管轄法律和管轄權

GOVERNING LAW AND JURISDICTION

31.1. 相關協議受香港法律管轄並在所有方面據其解釋。

The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

31.2. 除閣下依金融爭議解決計劃解決任何投訴之任何權利外，因相關協議產生或與之相關之任何爭議（包括有關相關協議之存在、效力或終止的任何爭議）（「爭議」），相關協議當事方不可撤銷地接受香港法院的專有司法管轄權管轄，並同意香港法院是解決爭議的最適當、便利的法院，因此任何一方均無相反意見。本第31.2條僅為我們的利益而設。因此，不得阻礙我們在具有司法管轄權的任何其他法院進行與爭議相關的程序。在法律允許的範圍內，我們得在任何數量的司法管轄區同時開展程序。

Subject to any right of you to resolve any complaint under the Financial Dispute Resolution Scheme, the parties to the Agreement irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong to settle any dispute arising out of or in connection with the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) (a "Dispute") and agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary. This Clause 31.2 is for the benefit of us only. As a result, we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

31.3. 閣下或閣下之資產在任何司法管轄區得豁免訴訟、執行、查封或其他法律程序者（不論閣下是否主張此等豁免），閣下於該等司法管轄區之法律所允許之最大範圍內，於茲不可撤回地放棄此等豁免。

To the extent that you or your assets may in any jurisdiction be entitled to immunity from suit, execution, attachment or other legal process (whether or not such immunity is claimed), you hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

32. 第三者權利

THIRD PARTY RIGHTS

32.1. 除非有明確相反規定，否則非相關協議當事方之任何人均不享有第三者條例下之強制執行其任何條款或享有其利益之權利。任何台新集團成員、代理人及我們之任何主管、僱員、代理人或受僱人，均可依據第三者條例，依賴於相關協議中明確向該等人員授予權利之規定。不管相關協議有任何條款，相關協議之撤銷或修改無須非相關協議當事方之任何第三人之同意。

Unless expressly provided to the contrary, a person who is not a party to the Agreement has no right under the Third Parties Ordinance to enforce or enjoy the benefit of any of its terms. Any Taishin Group Member, Agent, and any officer, employee, agent or servant of us may, by virtue of the Third Parties Ordinance, rely on any provision of the Agreement which expressly confers rights on that person. Notwithstanding any term of the Agreement, the consent of any third person who is not a party to it is not required to rescind or vary the Agreement.

閣下認知，簽署開戶手冊前，我們已建議閣下細閱相關協議及其他相關文件，且歡迎閣下就相關協議及該等其他文件提問，並建議閣下理解前述文件並就前述文件尋求獨立諮詢及協助（包括中文翻譯及解釋）。閣下簽署開戶手冊即視為閣下已閱讀、理解並接受相關協議及該等其他文件。

You acknowledge that, prior to signing of the Account Opening Booklet, hawse have recommended that you carefully read the Agreement and other relevant documents, to ask questions on, and understand, the Agreement and any such other documents, and to seek independent advice and assistance thereon (including Chinese translation and interpretation) and that, by signing the Account Opening Booklet, you are deemed to have read, understood and accepted the Agreement and such other documents.

第二部分 - 銀行服務之特別規定

PART II - SPECIAL PROVISIONS FOR BANKING SERVICES

除非上下文另行要求，否則，本第二部分所提及之「條」一詞，係指本第二部分之「條」。

Unless the context otherwise requires, a reference to a "Clause" in this Part II means a Clause in this Part II.

1. 一般規定 GENERAL

1.1. 我們保有下列權利：

We reserve the right to:

- (i) 規定帳戶開設、承作和/或關閉之最低或最高金額或餘額要求，包括支付計息帳戶貸項餘額利息之前須於該等帳戶中持有之最低餘額；
impose minimum or maximum amounts or balance requirements in respect of the opening, operation and/or closing of Accounts, including minimum balances to be maintained in interest-bearing Accounts before interest is payable on credit balances in such Accounts;
- (ii) 規定我們接受存款之貨幣、任何外國貨幣帳戶可用之貨幣及任何該等帳戶之收支方法；
specify the currencies in which we accept deposits and in which any foreign currency Account may be denominated as well as the method of payment from and/or into any such Account;
- (iii) 規定定存可存於我們之期限；及
specify the time periods for which time deposits may be placed with us; and
- (iv) 指定並變更任何帳戶之帳號。
designate and change the account numbers of any Account.

1.2. 閣下得依我們不時規定之方式向任何帳戶存款及從任何帳戶提款。但我們得隨時拒絕接受任何帳戶之存取款，或限制存取款金額，或退回存款之全部或一部分。我們得專依我們裁量作出上述行動，且無須說明理由。

You may make deposits into, and withdrawals from, any Account in such manner as we may prescribe from time to time. However, we may at any time refuse to accept a deposit into, or allow a withdrawal from, any Account. We may also limit the amount that may be deposited or withdrawn, or return all or part of a deposit. We may do so at our absolute discretion and without giving any reason.

1.3. 計息帳戶之利息按我們不時確定之利率（如有）於我們不時確定之時間支付。未結算資金不支付利息。若計息帳戶存款之利率降為零或低於零，則我們將不為該等存款支付利息（若利率降低於零，我們可能將對相關存款徵收負利率收費）。

Interest will be paid on interest-bearing Accounts at such rates (if any) and at such times as we may from time to time determine. No interest will be paid on uncleared funds. **We will not pay interest on deposits in an interest-bearing Account if the interest rate for such deposit falls to or below zero (and if the interest rate falls below zero, we may impose a negative interest charge on the relevant deposit).**

1.4. 計息帳戶之利息按單利方式計算，以我們根據相關慣例為相關貨幣確定之一年360天或365天（平年與閏年均如此）為基礎按日累計。

Interest on interest-bearing Accounts is calculated on a simple interest basis and accrues daily on the basis of a 360-day year or 365-day year (in both ordinary and leap years) as specified by us for the relevant currency in accordance with applicable convention.

1.5. 我們不會為在我們代理人開設的帳戶中的貸項餘額支付利息。

We will not pay interest on credit balances in accounts maintained with our Agents.

- 1.6. 僅於我們事前書面同意後，方允許任何帳戶透支。但我們得接受指示，從帳戶中提取或轉出款項或支付任何支票或其他票據，即使該等提款、轉出或支付將導致帳戶透支或產生借項。若我們允許透支，則此僅適用於該等相關指示，除非我們明確另行同意，否則我們無義務於將來允許類此透支。若閣下未經我們事前同意，超額提取任何帳戶或超出任何約定之借款限額，則我們保有按我們不時確定之費率收取逾期利息和/或其他收費之權利。

Overdrafts on any Account are only allowed with our prior written agreement. However, we may accept an Instruction to withdraw or transfer any amount from an Account, or to pay any cheque or other instrument even if this will result in an Account being overdrawn or in debit. If we allow an overdraft, this only applies for that particular Instruction and, unless we expressly agree otherwise, we have no obligation to allow a similar overdraft in the future. **If you overdraw any Account or exceed any agreed borrowing limit without our prior agreement, we reserve the right to charge default interest and/or other charges at such rates as we may from time to time determine.**

2. 托收、定存和提款

COLLECTION, DEPOSITS AND WITHDRAWALS

- 2.1. 我們依我們裁量可以受理為托收或結算目的將現金、支票或其他票據交存閣下的帳戶，也可以拒絕受理。如果我們受理該等現金、支票或其他票據的托收，閣下應向我們支付我們規定的或第三方收取的所有托收費用以及附帶發生的任何其他支出。

We may in our absolute discretion accept or decline cash, cheques or other instruments for collection or clearing purposes for deposit into your Account. If we accept such cash, cheque or other instrument for collection, you will pay us all collection charges as prescribed by us or imposed by third parties together with any expenses incidental thereto.

- 2.2. 於不影響第2.1條之一般性規定為前提，我們依我們裁量可以基於以下理由拒絕受理任何票據的托收或結算：

Without prejudice to the generality of Clause 2.1, we may in our absolute discretion decline to accept an instrument for collection or clearing purposes for the following reasons:

- (i) 收款人的名稱與閣下的名稱/姓名不一致，即便該票據帶有背書；
if the payee's name is not in conformity with your name even if it bears an endorsement;
- (ii) 就聯名帳戶而言，所有的帳戶持有人並未全部列明在擬托收和/或結算的票據上；或
in relation to a joint Account, if the named payees on the instrument to be collected and/or cleared do not comprise all of the Account holders; or
- (iii) 任何其他合理的理由。
for any other reasonable cause.

- 2.3. 在我們合理規定的截止時間之後交存的任何結算票據或支票將被視為於下一營業日收到。如果票據或支票在截止時間之前為結算目的交存一個計息帳戶，利息將於該日計入，如果在截止時間之後交存，將於下一營業日計息。如果用於結算的票據被拒付，該等利息將沖回。

Any clearing instrument or cheque deposited after the cut-off time reasonably prescribed by us will be treated as received on the immediately succeeding Business Day. Where it is deposited into an interest-bearing Account for clearing before the cut-off time, interest will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, any such interest will be reversed.

- 2.4. 我們可以不時依我們裁量對交存設定一個截止時間，並可以拒絕受理截止時間（如有）之後的交存或將此交存視為於下一營業日發生。

We may, from time to time and in our absolute discretion, set a cut-off time for deposits and we may decline to accept deposits made after our cut-off time (if any) or we may treat such deposit as deposited on the next Business Day.

- 2.5. 從帳戶提款須遵循我們不時規定的條件，包括通知要求。我們通常允許以電匯或電子轉帳的方式提款，但須支付我們屆時規定的費用和收費。透過其他方式和支付票據進行提款，取決於這些方式的可用情況並須遵循我們不時規定的其他條件。

Withdrawals from an Account are subject to conditions that we may specify from time to time, including notice requirements. We normally allow withdrawals by telegraphic or electronic transfer subject to our prevailing fees and charges. Withdrawals by other methods and payment instruments are subject to availability and such other conditions as we may specify from time to time.

- 2.6. 除非我們另行同意，否則在相關款項已結算且我們已實際收受相關款項並將其計入帳戶貸項前，不可提取存款（包括交存的支票和其他支付票據的款項，不論係對我們簽發還是托收的）或電子轉入之資金。若我們允許於資金結算前提取相關資金，但我們未實際收受該等資金（包括在支票、支付票據或轉帳被拒付的情況下），我們得撤銷帳戶之相關貸項記錄並採取我們認為必要之任何其他糾正行動，該等撤銷與其他行動對閣下具有拘束力，且閣下須立即應我們要求償還相關款項，我們得將相關款項（包括適用之費用與收費）計入帳戶借項。

Unless we agree otherwise, no deposit (including the proceeds of cheques and other payment instruments deposited, whether drawn on us or sent for collection) or funds transferred electronically may be withdrawn until cleared and we have actually received it and credited the funds to the Account. **If we allow withdrawal of the proceeds before clearance occurs and we do not receive the funds (including where the cheque, payment instrument or transfer is dishonoured), we may reverse the relevant credit entries to the Account and take any other rectification action which we consider necessary. Such reversal and other action will be binding on you, and you must repay us promptly on demand and we may debit that amount (including applicable fees and charges) from your Account.**

- 2.7. 我們得透過普通郵件將被拒付、未付或退還之支票或票據退還至閣下最近一次通知我們之地址，相關費用和風險由閣下自行承擔。We may, at your sole risk and cost, return dishonoured, unpaid or returned cheques or instruments by ordinary mail to your address last notified to us.

- 2.8. 我們出具之存款收據，除非由我們的機打印戳或計算機終端核證或由我們之正式授權簽字人簽署，否則不屬有效收據。存款收據並不證明相關存款已結算。

Deposit receipts issued by us are not valid receipts unless validated by our machine stamp or computer terminal or signed by our duly authorized signatory. A deposit receipt does not evidence that the deposit has been cleared.

- 2.9. 如果我們同意受理對位於香港境外的金融機構簽發的匯票、支票或其他票據，閣下認知並同意：

If we agree to accept drafts, cheques or other instruments drawn on financial institutions located outside of Hong Kong, you acknowledge and agree that:

- (i) 結算取決於該金融機構所在地的法律和慣例；
clearance depends on the laws and practices of the location of the financial institution;
- (ii) 我們對該金融機構提供的價值或因該等匯票、支票或其他票據引起的任何其他損失概不負責；
we are not responsible for the value given by the financial institution or any other loss incurred in connection with the draft, cheque or instrument;
- (iii) 我們將（且閣下特此授權我們將）把海外費用（如有）計入帳戶借項，並通知閣下；
we will (and you hereby authorize us to) debit overseas charges (if any) to the Account under advice to you;
- (iv) 閣下了解接受外幣支票作為交易付款或結算方式涉及風險，包括某些外國司法管轄區適用規範規定之可能要求我們退還支票（某些情況下甚至會於已結算並向收款人支付資金後要求退還）之退還期限產生之風險。我們得就任何須退還或退款之支票向閣下尋求償還。閣下應向我們充分彌償因我們為閣下支付與結算外幣支票而產生之任何後果及第三者因之對我們提出之任何申索。
you are aware of the risks involved in accepting foreign currency cheques as payment or settlement of transactions, including the risk arising from refund periods imposed by the Applicable Regulations of some foreign jurisdictions which may require us to refund a cheque (sometimes even after clearing and payment of the proceeds to the payee). We may seek repayment from you in respect of any cheque required to be refunded or repaid. You shall indemnify us in full for any consequences arising from, and any claims made

against us by any third party as a result of the payment and settlement of foreign currency cheques by us for you.

3. 結單儲蓄帳戶

STATEMENT SAVINGS ACCOUNT

- 3.1. 任何結單儲蓄帳戶上所示的貸項餘額不得透過支票方式提取。
Credit balances on any statement savings Account may not be withdrawn by way of cheque.
- 3.2. 如果閣下的結單儲蓄帳戶上顯示有貸項餘額，在遵守第1.3條的前提下閣下有權獲得利息。利息將按照我們不時規定之利率（固定或浮動利率）計入存款帳戶的每日總帳餘額。我們無需事前通知閣下就可以隨時更改適用於任何結單儲蓄帳戶的利率。賺取的利息將按照我們不時的規定定期計入結單儲蓄帳戶的貸項。
If you have a credit balance in a statement savings Account you may be entitled to receive interest, subject to Clause 1.3. Interest will accrue on the daily ledger balance of the savings account at such rate (fixed or variable) as prescribed by us from time to time. Any rate of interest applicable to a statement savings Account may be varied by us at any time without prior notice to you. Interest earned will be credited to the statement savings Account on a periodic basis as may be specified by us from time to time.

4. 定存

TIME DEPOSITS

- 4.1. 任何定存未維持規定之最低餘額，可能導致無應付利息或應付利息減少，我們得就未維持規定之最低餘額期間徵收合理之服務費。
Failure to maintain the specified minimum balance of any time deposit may result in no interest or in reduced interest being payable and we may impose a reasonable service charge for the period during which the specified minimum balance is not maintained.
- 4.2. 定存僅可按我們不時規定之貨幣、最低初始存款額及固定存款期限存入。定存之利息於整個存款期限內是固定的，並按我們不時確定之利率與基數支付與計算。適用於每筆定存之條款詳情，於存款時或索取時向閣下提供。
Time deposits may only be placed in such currencies, in such minimum initial deposit amounts and for such fixed deposit periods as specified by us from time to time. Interest on time deposits is fixed for the entire deposit period and is paid at such rate and calculated on such basis as determined by us from time to time. Details of the terms applicable to each time deposit are made available to you at the time of making the deposit or upon request.
- 4.3. 存入我們之定存，以即時存款收據、確認書或通知單為證。該等存款收據、確認書或通知單僅為相關存款之憑證，並非權利文件，不得抵押、就其設立押記或作為擔保課與負擔。在閣下提取存入我們的定存時，我們有權要求閣下向我們出示和提供存款收據、確認書或通知單。
Time deposits placed with us will be evidenced by a contemporaneous deposit receipt, confirmation or advice. Such deposit receipt, confirmation or advice is only evidence of the relevant deposit and not a document of title and shall not be pledged, charged or otherwise encumbered as security. We are entitled to require production and surrender to us of the deposit, confirmation or advice upon your withdrawal of the time deposit placed with us.
- 4.4. 如果存入定存時需要貨幣兌換，將以我們不時報出和確定的匯率為準。
Where placement of a time deposit requires any conversion of currencies, the applicable exchange rate shall be quoted and determined by us from time to time.
- 4.5. 定存僅於規定之到期日償還。若定存的到期日並非營業日，則到期日延長至下一營業日，其利息支付至該日（但不含該日）。
Time deposits are repayable only on the specified maturity date. Should the maturity date of a time deposit fall on a non-Business Day, the maturity date will be extended to the immediately succeeding Business Day and interest thereon will be paid up to but excluding that date.

4.6. 若閣下提出請求，我們得依我們裁量在規定的到期日之前提前（全額或部分）償還定存，在此情形下，我們保有下述權利：
Upon your request, we may in our absolute discretion repay a time deposit (in full or in part) before the specified maturity date. In this case, we reserve the right:

- (i) 對提前提取之定存（或其相關部分）不付利息或（若支付利息）按低於原來的利率支付利息；
not to pay interest or, if we do pay any interest, to pay a reduced rate of interest on such time deposit (or the relevant part thereof);
- (ii) 從應償還給閣下的總款項中扣除相當於為該筆定存的剩餘期限在市場上取得資金的手續費和額外成本（如有）的金額或我們合理規定的其他金額；
to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by us from the total sum to be repaid to you;
- (iii) 在償還本金前從本金中扣除已經以利息形式支付給閣下的任何其他金額；及
to deduct any other sums already paid to you by way of interest from the principal sum before repayment thereof; and
- (iv) 規定我們認為適當之其他條款和條件。
to prescribe such other terms and conditions as we may consider appropriate.

4.7. 關於在到期日續期或處分閣下之定存的任何指示以及對該等指示的任何修訂，必須在到期日前至少提前一(1)個營業日提供給我們且必須是明確的、沒有含糊不清之處。

Any Instruction in relation to the renewal or disposal of your time deposit at the maturity date and any amendments thereto, must be given to us at least one (1) Business Day prior to the maturity date and must be clear and unambiguous.

4.8. 若閣下就一筆定存向我們發出自動續期指示，到期日適用的（我們確定之）屆時實行之利率將對續期後的定存適用。

Where you give us automatic renewal Instructions in respect of a time deposit, the prevailing rate of interest (as determined by us) applicable on the maturity date will be apply to the renewed time deposit.

4.9. 若我們於到期日前未收到任何續期或處分指示，我們得（但無義務）將定存（連同利息）按（我們依我們裁量確定的）屆時實行之利率並按相同之存款期限自動續期。若我們未將閣下的定存續期，到期日及之後僅計算定存的本金金額的利息。該利息將按照我們不時確定的儲蓄帳戶利率計算。應計利息只有在我們收到閣下指示後才支付或計入閣下的定存帳戶。

If no disposal or renewal Instructions are received by us by the maturity date, we may (but have no obligation to) renew the term deposit for a similar term with interest at the prevailing interest rate for that term (as determined by us in our absolute discretion). If we do not so renew your time deposit, interest on the maturity date and thereafter will accrue on the principal amount of the time deposit only. Such interest will accrue at our savings account rate(s) as determined by us from time to time. Accrued interest will be paid or credited into your time deposit Account only when your Instructions are received.

5. 活期帳戶和支票

CURRENT ACCOUNTS AND CHEQUES

5.1. 在我們依我們裁量同意提供支票簽發服務的情況下，本第5條的規定適用。

The provisions in this Clause 5 will apply if we, in our absolute discretion, agree to offer cheque issuing services.

- 5.2. 閣下可以透過向我們提交一份已填妥並簽字的申請表或透過我們認可的任何其他方式，申請新的支票簿。我們可依我們裁量拒絕向閣下簽發支票簿。我們可以透過郵寄方式或我們依我們裁量確定的其他方式將支票簿交付至閣下開戶手冊中所示的、閣下提供給我們的經營地址或郵寄地址。我們對由於任何交付方式所引起的任何延遲、責任或損失概不負責。
Applications for a new cheque book may be made by presenting a duly completed and signed application form to us or by any other means acceptable to us. We may in our absolute discretion refuse to issue a cheque book to you. We may deliver the cheque book to your business or mailing address provided to us as indicated in your Account Opening Booklet by mail or by any other means as determined by us in our absolute discretion. We shall not be liable for any delay, liability or loss arising as a result of any mode of delivery.
- 5.3. 支票簿應始終安全保管並且（在適當時）上鎖，確保非獲授權人無法接觸。
Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
- 5.4. 在收到我們交付給閣下的新的支票簿後，閣下有義務在使用前對支票上印有的序列號、帳號和名稱/姓名以及支票的數量進行核實。如發現任何異常，應立即以書面形式告知我們。
Upon receipt of a new cheque book from us, you are obliged to verify the cheque serial numbers, Account number and name printed thereon as well as the number of cheques before use. Any irregularity should be promptly notified to us in writing.
- 5.5. 支票只能在遵守我們規定之條款和條件的前提下以我們規定的格式簽發，且只能針對規定的帳戶使用。
Cheques should only be drawn in the form prescribed by us subject to such terms and conditions as specified by us and should only be used for the Account specified.
- 5.6. 若已簽字的支票或支票簿遺失、被盜或不知去向，閣下應立即以書面形式告知我們，以防止閣下的支票被未經授權使用。
When a signed cheque or a cheque book is lost, stolen or untraceable, you shall forthwith notify the same to us in writing to prevent unauthorized use of your cheques.
- 5.7. 閣下在簽發支票時應當行使適當的謹慎義務，以確保閣下簽發之支票的準確性，並且閣下同意，閣下應採用恰當的方式簽發支票，以確保不會讓人有機會實施欺詐或篡改或其他欺騙或偽造行為。尤其是：
You should exercise due care when drawing cheques to ensure their correctness and you agree that cheques shall not be drawn in a manner which will facilitate fraudulent or unauthorized alteration or other fraud or forgery. In particular:
- (i) 閣下應在支票上的相應位置用文字和數字填寫金額（文字和數字應盡量靠近且應盡量靠左邊填寫），以確保不留下插入或添加的空間；
you should write the amount, both in words and figures, in the spaces provided on the cheque, as close to each other and to the left-hand margin as much possible so as to leave no space for insertions or additions;
 - (ii) 在文字表示的金額後面添加「整」這一文字，並且，在簽發支票時數字只能用阿拉伯數字；
the word "only" should be added immediately after the amount stated in words and only Arabic numerals should be used for figures when drawing cheques;
 - (iii) 所有支票均必須用深色不可擦的墨水筆或圓珠筆以中文或英文填寫，而且須按照提供給我們的簽字樣本簽字；
all cheques must be drawn in dark colour non-erasable ink or ball-point pen and written in Chinese or English, and be signed in conformity with the specimen signature provided to us;
 - (iv) 不要事先在空白的支票上簽好字；及
no cheque should be pre-signed in blank; and

- (v) 閣下應仔細考慮是否要劃去支票上「或無記名」這幾個字，並相應在支票上劃去這幾個字。如果「或無記名」這幾個字未刪除，該支票將屬無記名支票，持有該支票的任何人都可以將其交存。閣下可以透過在支票上劃上兩條平行綫來保護閣下自己，這樣做之後支票就只能付入收款人的帳戶而不是「見票即付」。於茲並明確授權我們得認為支票之執票人為有權請求所執支票金額者。

you should carefully consider if the words "OR BEARER" should be crossed out on the cheque and cross the cheque accordingly. If the words "OR BEARER" are not deleted, the cheque is a bearer cheque and may be deposited by anyone holding the cheque. You can protect yourself by crossing a cheque with two parallel lines, in which case the cheque must then be paid into the payee's account rather than on demand. We are expressly authorized to consider the bearer of a cheque as duly entitled to payment of the amount thereof.

- 5.8. 閣下同意並認知，閣下簽發的且未被拒付的支票，可以在以電子或我們確定的其他形式記錄後被托收行或HKICL留存，留存期以與相關貨幣交換所的運營有關的規則所規定的為準，並且在留存期結束後可以被托收行或HKICL（視乎情況而定）銷毀。
- You agree and acknowledge that cheques drawn by you which have been honoured may, after having been recorded in electronic form or such other form as determined by us, be retained by the collecting bank or HKICL for such period as stipulated in accordance with the rules relating to the operation of the clearing house for the relevant currency and, thereafter, may be destroyed by the collecting bank or HKICL (as the case may be).
- 5.9. 對已簽字支票的塗改或添加，必須經閣下以完整簽字的形式確認。
- Any alteration or addition to a signed cheque must be confirmed by your full signature.
- 5.10. 對於因支票上的塗改或添加（這些塗改或添加是無法透過行使合理謹慎義務察覺到的）所引起之任何損失、責任、損害、費用或支出，我們概不負責。
- We will not be responsible or liable for any losses, liabilities, damages, costs or expenses arising from any alterations or additions which cannot be detected by exercising reasonable care.
- 5.11. 只有在閣下的活期帳戶中有充足的可用資金覆蓋支票金額時，閣下才有權向我們開立支票。
- You are authorized to draw a cheque on us only if your current Account has sufficient available funds to cover it.
- 5.12. 針對不足或未結算資金簽發的支票，我們會將其退回且不予支付。如果支票上的簽字與我們記錄中的簽字樣本不一致、支票填寫有誤、支票簽發有誤、有塗改（且該塗改未經閣下以完整簽字的形式確認）、有缺損、日期填遲或已過期，我們也可以退回支票不予支付。對於退回未予支付的支票，我們會從閣下活期帳戶中收取合理費用並將這些費用計入借項。
- Cheques drawn against insufficient or uncleared funds will be returned unpaid by us. We may also return a cheque unpaid if it is not signed in accordance with the specimen signature on our records, is incorrectly completed, drawn with errors, altered without confirmation by your full signature, mutilated, post-dated or stale. We will charge and debit from your current account reasonable charges for any cheque returned unpaid.
- 5.13. 關於撤回或另行取消或停止就任何已簽發支票進行支付的任何指示，必須在支付前發送給我們，且該等指示必須明確、沒有含糊不清之處，且必須包含充分的詳情（透過提及支票號碼指明是哪一張支票）。如果閣下用以下方式指明相關支票：
- Any Instruction to us to countermand or otherwise cancel or stop payment of a drawn cheque must be sent to us prior to its payment and must be clear and unambiguous, with sufficient detail to identify the cheque drawn by reference to cheque number. In the event that you identify the cheque in question:
- (i) 除了支票號碼外還提及了其他詳情，則我們不負責確保該等其他詳情與相關支票的詳情相匹配；及
- by reference to other particulars in addition to the cheque number, we are not responsible to ensure that such other particulars correspond with the particulars of the cheque in question; and
- (ii) 不提及支票號碼而是提及其他詳情，則我們沒有義務採取任何行動，但我們依我們裁量可以按照上述指示行事，只是我們不為此承擔任何責任。

by reference to other particulars instead of the cheque number, we are not obliged to take any action, but we may in our absolute discretion and without accepting any responsibility or liability in connection therewith, follow such Instruction.

- 5.14. 如果閣下透過我們無法核實的指示請求我們撤回或另行取消或停止就任何已簽發支票進行支付，則，除非我們另行同意，否則我們沒有義務就該指示採取任何行動。

Where you request us to countermand or otherwise cancel or stop payment of a cheque drawn by means of an Instruction which we cannot verify, we are not obliged to take any action in respect thereof unless we otherwise agree.

- 5.15. 除非我們另行規定並同意，否則，活期帳戶是不計息的，我們無需就活期帳戶中任何貸項餘額支付利息。
Unless otherwise specified and agreed by us, current Accounts are not interest-bearing and no interest is payable on any credit balance in a current Account.

6. 匯入款項

INWARD REMITTANCES

- 6.1. 我們得（但並無義務）接受自任何第三人匯入閣下帳戶之任何資金、證券或其他有價物品。於收取前將款項計入閣下帳戶之貸項者，此等計入貸項並不影響我們之收取該款項，並且，我們得專依我們裁量，決定於收取前拒絕閣下就此等計入貸項之款項進行提領。就計入任何帳戶貸項之任何匯入款項而言，於此等款項尚未支付前、或若此等計入貸項係因操作錯誤（包括任何往來銀行或第三方銀行所主張之操作錯誤）所致，則我們可以於此等匯入款項範圍內，就此等帳戶進行逆向操作，無須事前通知閣下。

We may (but are not obliged to) accept any inward remittances of funds, Securities or other items of value made by any third party for your account. Whenever your Account has been credited with amounts in advance of collection, such credits are entered subject to collection by us, and we may in our absolute discretion refuse to permit you to draw against such credits until collected. We may, without prior notice to you, reverse against any Account any inward remittance credited if they have not been paid or if they arise by reason of operational error (including operational error claimed by any correspondent or third party banker).

- 6.2. 若我們未於我們不時規定之相關截止時間前收受相關付款通知書，則匯入款項（不論以港元或任何其他貨幣匯入）不得於同日計入帳戶貸項。任何匯入款項，於其資金實際結算並計入帳戶貸項前不產生利息。

Inward remittances (whether in HKD or any other currency) may not be credited to an Account on the same day if we do not receive the related payment advice before the relevant cut-off times specified by us from time to time. Interest will not accrue on any inward remittance until the funds are actually cleared and credited to the Account.

7. 匯出款項

OUTWARD REMITTANCES

- 7.1. 閣下要求我們進行任何電匯或其他匯出款項時（下稱「匯款」），除我們進行匯款前另有規定者外，任何此等匯款均應適用下列條件：

If you request us to make any telegraphic transfer or other outward remittance (a "remittance"), the following conditions apply to any such remittance, except to the extent we otherwise stipulate before making the remittance:

- (vi) 我們就匯款之進行，其風險概由閣下負擔。我們可以以明語或暗碼訊息進行匯款。閣下認知，我們得採用我們屆時認為合理之任何方式執行匯款指示，包括於執行該等指示時使用任何資金轉帳系統或任何中間銀行。匯款訊息傳送間發生任何遺漏、遲誤、錯誤或遺漏，或匯款訊息送達時發生判讀錯誤，或收款司法管轄區之交換系統導致任何遲誤，或受款銀行收取匯款時發生任何行爲、違約、過失者，我們概不就此等情形負責。我們不就任何所失利益、合約損失或特別、間接或衍生性損失或損害負擔任何責任。

We will send the remittance entirely at your risk. We may send the remittance either by plain text or in cipher and you acknowledge that we may use any means we consider reasonable in the circumstances to execute a remittance Instruction, including using any funds transfer system or any intermediary bank in the execution of such Instruction. We will not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing

system of the jurisdiction in which the payment is to be made or any act, default or negligence of the beneficiary' s bank in collecting the remittance. We will not under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.

- (vii) 我們就匯款申請進行任何處理前，我們得專依我們裁量決定，要求閣下或閣下之獲授權人以電話或任何其他我們接受之方式，就該等匯款申請進行確認。我們得在欠缺此等確認之情形下拒絕就該等匯款申請進行任何處理(且在此等情形下，我們應有絕對裁量決定如何處理相關申請)，我們不就任何此等拒絕處理或因此發生之遲誤處理負擔任何責任或義務。閣下之任何獲授權人所做成或經其確認之匯款指示，有任何詐騙、重複或錯誤者，因此直接或間接發生之一切損失概由閣下負擔。

We may, at our absolute discretion, require from you or your Authorized Persons, confirmation of the remittance application by means of telephone or other manner acceptable to us before we act on the same. We may refuse to act on the application in the absence of such confirmation (in which event we have the absolute discretion to determine the disposal of the relevant application), without assuming any responsibility or liability for such refusal or delay in acting as a result. **You will be responsible for all losses resulting directly or indirectly from fraudulent, duplicate or erroneous remittance Instructions originated or confirmed by any Authorized Person.**

- (viii) 除另有明確指示者外，匯款將以收款司法管轄區之貨幣為之。我們有權專依我們意見認為操作情況有必要時，於申請人指定地點以外之其他地點支付任何匯款。

Absent specific Instructions, the remittance will be effected in the currency of the jurisdiction where payment is to be made. We reserve the right to draw any remittance on a different place from that specified by the applicant if in our sole opinion operational circumstances so require.

- (ix) 除另有明確指示者外，一切香港境外之費用和佣金概由收款人帳戶支付之。若有明確指示由閣下帳戶支付，則此等費用和佣金應依我們當時有效之費率表決定之。

All charges and commissions outside Hong Kong are for the beneficiary' s account unless specified. If specified for your Account, such charges and commissions shall be in accordance with our prevailing charge tariff schedule.

- (x) 在我們無法提供最終匯率報價之情形下，我們應以暫時匯率進行匯款，並於確認實際匯率後加以調整。暫時匯率與實際匯率間之任何差額，均應計入閣下帳戶之(視乎情況而定) 借項 / 貸項。

If we are unable to provide a firm exchange rate quotation, we will effect the remittance on the basis of a provisional exchange rate which is subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate will be debited / credited (as the case may be) to your Account.

- 7.2. 匯出款項可能須依據法律、法規、外匯控管或其他控管措施、限制或措施(「外匯限制」)進行。確定並遵守此類外匯限制，純係閣下自身之責任，我們極力建議閣下就此進行查詢。我們不負擔將任何外匯限制通知閣下之責任。付款受限於外匯限制所致任何損失或遲誤，我們及我們之往來銀行及代理人概不負責。

Outward remittances may be subject to laws, regulations, foreign exchange controls or other controls, restrictions or measures ("Foreign Restrictions"). It is your sole responsibility to ascertain and comply with such Foreign Restrictions and you are strongly advised to make your own enquiries in this regard. We do not assume any responsibility for advising you of any Foreign Restrictions and neither we nor our correspondents or agents will be liable for any loss or delay as a result of a payment being subject to such Foreign Restrictions.

- 7.3. 另外，針對任何匯款之申請，閣下：

In addition, in respect of any remittance application, you:

- (i) 認知到：(a) 美元交換系統之承作，將受本文件所述美元票據交換所規則與美元承作程序(合稱「美元交換所規則」)之規範；(b) 歐元交換系統之承作，將受本文件所述歐元票據交換所規則與歐元交換承作程序(合稱「歐元交換所規

則」)之規範；且(c)人民幣交換系統之承作，將受本文件所述人民幣票據交換所規則與人民幣承作程序(合稱「人民幣交換所規則」)之規範；

acknowledge that (a) the operation of the USD clearing system will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time) (together "US Dollar Clearing House Rules"), (b) the operation of the Euro clearing system will be subject to the Euro Clearing House Rules and the Euro Clearing Operating Procedures referred to therein (as the same may be modified from time to time) (together "Euro Clearing House Rules") and (c) the operation of the RMB clearing system will be subject to the RMB Clearing House Rules and the RMB Operating Procedures referred to therein (as the same may be modified from time to time) (together the "RMB Clearing House Rules");

- (ii) 同意：於不影響前述規定之前提下，金管局對於直接或間接因下述各項發生之任何請求、損失、損害或費用(包括業務損失、業務機會喪失、所失利益、特別、間接或衍生性損害)(即使金管局明知或可得而知者)，不論其種類或性質為何、亦不論其如何發生，金管局概不向申請人負擔任何義務或責任：

agree that, without prejudice to the foregoing, the HKMA does not owe any duty or incur liability to any applicant in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:

- (a) 金管局、美元交換系統之結算機構、HKICL、或(視乎情況而定)美元交換所、歐元交換所或人民幣交換所之任何成員於管理、承作、使用美元交換所、歐元交換所或人民幣交換所、美元、歐元或人民幣交換設施或其任何部分(包括終止和/或暫停相關結算機構、美元、歐元或人民幣交換設施或任何該等成員)時真誠作出之任何行爲或不行爲；

anything done or omitted to be done in good faith by the HKMA or by the settlement institution of the US Dollar clearing system, HKICL or any member of (as the case may be) the US Dollar Clearing House, Euro Clearing House or RMB Clearing House in the management, operation or use (including the termination and/or suspension of the settlement institution, the US Dollar, Euro or RMB clearing facilities or any such member) of the US Dollar Clearing House, Euro Clearing House or RMB Clearing House the US Dollar, Euro or RMB clearing facilities or any part of any of them;

- (b) 於不影響上文第(a)條規定之前提下，關於或依據(視乎情況而定)美元交換所規則、歐元交換所規則人民幣交換所規則而做成任何通知、建議或核准。

without prejudice to paragraph (a) above, by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules, Euro Clearing House Rules or RMB Clearing House Rules (as the case may be).

- 7.4. 我們將善盡合理努力，於收受申請之次營業日當日或之前處理申請；第7.1(ii)條另有規定者，從其規定。

Subject to Clause 7.1(ii), we will use reasonable endeavours to process applications received by us on or before the next Business Day.

- 7.5. 當日交割之申請，視乎款項是否於相關收款銀行之截止時間前、以及目的地地理位置相關之截止時間前匯入收款帳戶。我們將應閣下之請求，於每次交易時向閣下提供關於跨境轉帳將於何時到達其目的地之其他資訊(若可提供)。

Applications for same day value are subject to the payment into the beneficiary account being received before the cut-off time of the relevant beneficiary bank and the cut-off times related to the geographical location of the destination. On request, we will provide you (if available) with further information on a per transaction basis as to when a cross-border transfer will usually reach its destination.

7.6. 匯款進行後，因任何理由退回我們，且閣下要求我們退還其匯款金額者，我們得依我們裁量，以相關貨幣當時有效之買入匯率計算、並扣除一切收費及費用後，向閣下付款。

If a remittance, once made, is returned to us for any reason and you request us to make a refund of the remittance amount, we may, at our discretion make the payment to you at the prevailing buying rate for the relevant currency less all charges and expenses.

7.7. 閣下同意並認知到，處理跨境資金轉帳時，其他銀行可能從向該等銀行作出之付款指示中扣除費用。因執行閣下指示所生之一切匯款費及其他費用（包括我們往來銀行、代理人或次代理人已經收取或得收取者），我們均有權依據我們當時有效之費率表計算，向閣下收取之。若能提供，我們將提供其他該等銀行收取之任何費用之詳情以及是否存在該等費用得由匯款方或收款方支付之任何方案。

You agree and acknowledge that, in processing cross-border funds transfers, other banks may deduct fees from the payment order issued to them. We are entitled to collect from you all remittance charges and other charges including those collected or to be collected by our correspondent, agent or sub-agent in connection with carrying out the Instructions in accordance with our prevailing charge tariff schedule. If available, we will provide details of any fees charged by such other bank and whether there is any option for such fees to be paid by the remitting or the recipient party.

7.8. 不論相關協議之規定，我們有權隨時修改超出我們控制能力之外之一切匯款收費及本第 7 條規定之條件與程序，不待另行通知。
Notwithstanding anything else in the Agreement, we reserve the right to revise all remittance charges which are outside our control and the conditions and procedures set out in this Clause 7 from time to time without any notice.

8. 外匯

FOREIGN CURRENCIES

8.1. 閣下認知並同意，外匯存款、帳戶與交易涉及匯率風險，特別是：(a) 外匯存款之任何收益取決於到期或提款時之現行匯率，及 (b) 不利之匯率變動可能完全抹消利息收益並減少本金金額。

You acknowledge and agree that foreign currency deposits, Accounts and transactions involve currency exchange rate risk, in particular, that (a) any earnings on foreign currency deposits are dependent on the prevailing exchange rates at the time of maturity or withdrawal and (b) adverse exchange rate movements may erase interest earnings completely and reduce the principal amount.

8.2. 我們得專依我們裁量，以相關外國貨幣款項之等值港元款項（按我們不可推翻地確定之屆時匯率計算），從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存。若貨幣市場之情形使得某些貨幣不時無法取得，則我們保留以閣下與我們約定之某一替代貨幣按屆時匯率從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存。

We may, in our sole discretion, effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in HKD (or another currency) equivalent of the relevant foreign currency amount, calculated at the prevailing exchange rate (as conclusively determined by us). If circumstances in currency markets render certain particular currencies unobtainable from time to time, we also reserve the right to effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in an alternative currency as agreed between you and us at the prevailing exchange rate.

8.3. 於不限制第 8.2 條規定之前提下，若發生任何事件，我們專依我們裁量認為超出我們合理控制能力之外者，且該等事件影響或可能影響閣下帳戶之貨幣，我們得專依我們裁量，按我們確定之當時有效之匯率，將該等帳戶之貨幣轉換為當時可自由轉移之貨幣，該等貨幣得由我們專依我們裁量確定，之後為該等帳戶進行之每筆付款，將以新貨幣為之。

Without limiting Clause 8.2, if an event occurs which is in our sole opinion beyond our reasonable control and where such event affects or may affect the currency of a Account, we may, at our absolute discretion, convert the currency of that Account at the prevailing exchange rate determined by us to another currency which is freely transferable at such time, as selected by us in our absolute discretion and every payment for such Account will be in the new currency.

- 8.4. 為將一貨幣別之任何交易、票據或其他轉帳之款項付入另一貨幣別之帳戶，或任何給付、結算、混同、抵銷或轉帳在操作上要求將一貨幣兌換為另一貨幣者，我們得依我們確定之屆時匯率，以我們認為適當之方式將該等款項兌換為另一貨幣。

Where in order to pay the proceeds of any transaction, instrument or other transfer to an Account denominated in a different currency or where any payment, settlement, combination, set-off or transfer requires the conversion from one currency into another, we may convert the proceeds into a currency and in a manner we consider appropriate at the prevailing exchange rate determined by us.

- 8.5. 我們向閣下支付之任何款項，均應僅以該款項所積欠之貨幣支付，且應受所有適用規範、慣例與習慣(包括任何外匯限制或控管)、以及該貨幣發行國之主權風險之限制；但我們專依我們裁量另有適當決定者，不在此限。此外，我們之債務係關於外幣帳戶者，我們僅於該帳戶持有地進行清償，且僅限於在位於該貨幣發行司法管轄區之任何往來銀行、或閣下指定的位於該司法管轄區之銀行中，以計入貸項之方式進行清償；並且，無論何種情形下，我們均無義務以支付現金之方式清償此等債務。

Unless we in our sole discretion otherwise think fit, any payment from us to you shall be payable only in the currency in which it is due and shall be subject to all Applicable Regulations, customs and usages (including any foreign exchange restrictions or controls) and the sovereign risk of the country of such currency. In addition, we will discharge our obligations relating to a foreign currency Account exclusively at the place where such Account is held by way of a credit entry in the jurisdiction of the currency concerned at any of its banking correspondents or at a bank designated by you in that jurisdiction, and in no circumstances are we required to discharge such payment obligations by making delivery of cash.

9. 人民幣帳戶和服務

RENMINBI ACCOUNTS AND SERVICES

- 9.1. 適用人民幣規範下合格之客戶得請求我們為本一般條件所設目的、並依相關協議所設限制開設人民幣帳戶，且我們得專依我們裁量決定接受該等申請並開設人民幣帳戶。我們任何時候均可不向閣下說明任何理由拒絕：

A Customer who is qualified under the Applicable RMB Regulations may request us to open, and we may in our absolute discretion accept such request and open, Renminbi Account for the purposes and subject to the restrictions set out in the Agreement. We may at any time decline or refuse to:

- (i) 開設人民幣帳戶；或
open any Renminbi Account; or
- (ii) 提供任何人民幣服務(包括人民幣兌換或匯款服務)；
provide any Renminbi Services (including RMB exchange or remittance services);
- (iii) 接受或允許任何人民幣存款或提款，
accept or allow any RMB deposits or any withdrawals thereof,

without giving you any reason.

- 9.2. 任何人民幣帳戶與人民幣交易，均應隨時受到適用人民幣規範與相關人民幣承作安排之限制，且可能受限於適用人民幣規範、相關人民幣承作安排所設之或我們不時規定之帳戶限額及提款限制和其他限制。

Any Renminbi Account and Renminbi transaction shall at all times be subject to the Applicable RMB Regulations and the Applicable RMB Operational Arrangements and may be subject to account limits and withdrawal and other restrictions stipulated in the Applicable RMB Regulations, Applicable RMB Operational Arrangements or as otherwise specified by us from time to time.

- 9.3. 匯出與匯入中國大陸之人民幣電子轉帳或電匯，僅於遵守中國大陸相關機構和/或銀行之相關批准或其他要求後方可進行。

Inward and outward Renminbi telegraphic transfers or remittances to and from Mainland China may only be effected subject to compliance with applicable approval or other requirements of the relevant Mainland China authorities and/or banks.

- 9.4. 我們可以不時採取為遵守適用人民幣規範、相關人民幣承作安排、PBOC、金管局、任何清算行及任何其他監管機構的規則和規定而所需的任何必要行動。
We may from time to time take any actions as may be necessary in order to comply with the Applicable RMB Regulations, the Applicable RMB Operational Arrangements, the rules and regulations of the PBOC, HKMA, any clearing bank and any other regulatory authorities.
- 9.5. 我們可依我們裁量並按照適用人民幣規範和/或人民幣結算協議的要求，將涉及閣下、任何人民幣帳戶、人民幣服務和/或人民幣交易的任何交易和資訊（包括故意或非故意違反相關協議、適用人民幣規範或相關人民幣承作安排的任何行爲）報告給相關的機構、清算或結算銀行或組織和/或國內代理行，並與此相關向其提供我們認為恰當的任何資訊（包括關於閣下之身份和聯繫方式的詳情）。除非適用人民幣規範另行要求，否則，我們這樣做時可不經事先通知也無需給出理由。
We may in our sole discretion report all or any transactions and information relating to you, any Renminbi Account, Renminbi Service and/or Renminbi transaction (including any intentional or inadvertent breach of the Agreement, the Applicable RMB Regulations or the Applicable RMB Operational Arrangements) to the relevant authorities, clearing or settlement banks or bodies and/or domestic agent banks as required by the Applicable RMB Regulations and/or the RMB Clearing Agreements and, in connection therewith, supply them any information, including details of your identity and contact information as we consider appropriate. Unless the Applicable RMB Regulations require otherwise, we may do so without prior notice and without giving reasons.
- 9.6. 若我們專依我們意見認為其有理由懷疑閣下不滿足或不再滿足適用人民幣規範和相關人民幣承作安排下之相關要求，則我們得拒絕開設或提供、暫停或終止人民幣帳戶或人民幣服務，並得拒絕執行或解除相關人民幣交易。閣下應單獨負責由此產生之所有責任、損失、損害、成本與費用，並應就可能因此對我們作出或提出或我們可能因此發生或遭受之任何訴訟、法律程序、申索、要求、損失、損害、責任、成本與費用向我們進行彌償。
We may refuse to open or provide or may suspend or terminate a Renminbi Account or Renminbi Service or may refuse to effect or may unwind any relevant RMB transaction if, in our sole opinion, we suspect that you do not or do no longer fulfil the relevant requirements under the Applicable RMB Regulations and the Applicable RMB Operational Arrangements. You shall be liable for all liabilities, losses, damages, costs and expenses resulting therefrom and shall indemnify us for any actions, suits, proceedings, claims, demands, loss, damages, liabilities and costs and expenses which may be taken or made against, or which may be incurred or sustained by, us as a result.
- 9.7. 除非我們另行同意，否則閣下不得依賴任何人民幣帳戶餘額作為擔保品，該等餘額不得用於計算我們提供之任何融通之可用限額。
Unless we agree otherwise, you may not rely upon any Renminbi Account balance as Collateral and such balance will not be counted towards the available limit for any Facility we offer.
- 9.8. 閣下認知，人民幣交易可能由於貨幣、兌換及適用人民幣規範下目前或將來可能規定之其他控管措施而涉及額外之貨幣風險，該等控管措施可能影響人民幣之供應與兌換、人民幣交易之提供（包括透過香港和其他地方之銀行兌換和換算人民幣）和/或人民幣交易產生之損益。
You acknowledge that Renminbi transactions involve additional currency risk as a result of currency, convertibility and other controls which are or may be imposed from time to time under Applicable RMB Regulations and which may affect the availability or convertibility of Renminbi, the availability of Renminbi transactions (including the exchange and conversion of Renminbi through banks in Hong Kong or elsewhere) and/or gains or losses arising from Renminbi transactions.
- 9.9. 我們就人民幣計息帳戶之餘額給付利息者，其利率及給息時間，由我們專依我們裁量隨時決定之。
We may pay interest on credit balances in ant Renminbi-denominated interest-bearing Account at such rates and times as we may in our absolute discretion determine from time to time.
- 9.10. 我們不允許任何人民幣活期帳戶透支，且不會授予透支。
We do not permit any overdrawing of any Renminbi-denominated current Account and no overdraft will be granted.

9.11. 若任何一日提交給我們的人民幣支票超出我們不時規定的每日限額，我們可以依我們裁量將任何未付的人民幣支票退回且無需承擔任何責任。

We may, at our discretion and without any liability, return unpaid any Renminbi cheques, if such cheques presented to us on any day exceed the daily limit specified by us from time to time.

9.12. 本第 9.12 條的以下子條款僅於閣下為非香港居民時適用。

The sub-paragraphs of this Clause 9.12 applies only if you are (a) Non-Hong Kong Resident(s).

(i) 非香港居民簽發的人民幣支票不得在內地使用。

Renminbi cheques issued by a Non-Hong Kong Resident shall not be used in Mainland China.

(ii) 儘管相關協議中有任何其他規定，我們僅接受向非香港居民的人民幣帳戶進行的電匯，且匯款人必須是在我們持有帳戶的客戶。我們還可以要求匯款人向我們提供處理匯款所需的一切必要資訊。

Notwithstanding any other provision of this Agreement, we accept telegraphic transfers into the Renminbi Account of a Non-Hong Kong Resident only, and the remitter must be a Customer maintaining an Account with us. We may also require the remitter to provide all necessary information to us in order to process the telegraphic transfer.

(iii) 如果人民幣電匯設有（我們不時規定的）限額，則超出該限額的匯款不會受理。

If a limit applies for Renminbi telegraphic transfers (as we may specify from time to time), remittances exceeding the limit will not be accepted.

(iv) 匯付資金可能會由於內地的外匯管制或其他限制而遭退回，閣下應自行對由此產生的任何成本、費用、責任、損害或損失負責。

Remitted funds may be returned due to foreign currency controls or other restrictions in Mainland China and you will be liable and responsible for any costs, expenses, liabilities, damages or losses resulting therefrom.

10. 電子支票

E-CHEQUES

10.1. 本第 10 條之規定適用於我們與電子支票（定義見下文）有關之服務。相關協議中適用於紙質支票或一般性適用於我們之服務之其他規定，若與電子支票及我們之電子支票交存服務（定義見下文）相關，且不違背本第 10 條之規定，則應繼續適用於電子支票及我們之電子支票交存服務。本第 10 條之規定與相關協議中與電子支票交存服務相關之規定有任何不一致者，以本第 10 條之規定為準。

The provisions in this Clause 10 apply to our Services relating to e-Cheques (as defined below). The other provisions of the Agreement which apply to paper cheques or generally to our Services continue to apply to e-Cheques and our e-Cheques Deposit Services (as defined below) to the extent that they are relevant and not inconsistent with the provisions in this Clause 10. Clause 10 will prevail if there is any inconsistency between it and the other provisions of the Agreement with respect to the e-Cheques Deposit Services.

10.2. 本第 10 條中，下述詞語具有下述含義：

In this Clause 10, the following terms have the following meanings:

(i) 「匯票條例」指匯票條例（香港法例第 19 章）。

“BE Ordinance” means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong).

(ii) 「結算所」指 HKICL。

“Clearing House” means HKICL.

(iii) 「交存渠道」指我們不時為電子支票交存提示提供之渠道。

“Deposit Channel” means any channel offered by us from time to time for presentment of e-Cheques for deposit.

- (iv) 「電子支票」指以電子記錄（該詞定義見電子交易條例（香港法例第 553 章））形式出具之支票（包括銀行本票）並附有電子支票或銀行本票（視乎情況而定）正反面圖像。電子支票可以以港元、美元與人民幣簽發。

“e-Cheque” means a cheque (including a cashier’s order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier’s order (as the case may be). e-Cheques may be issued in HKD, USD and RMB.

- (v) 「電子支票交存服務」指我們不時為電子支票之交存向閣下提供之服務。

“e-Cheques Deposit Services” mean the services offered by us to you from time to time for depositing e-Cheques.

- (vi) 「電子支票投放箱」或「電子支票投放箱服務」指結算所提供之接受電子支票提示之電子投放箱。電子支票投放箱用戶於向收款行帳戶（該詞得根據電子支票投放箱條款不時修改）提示電子支票前，須已就之於結算所註冊一個電子支票投放箱帳戶。

“e-Cheque Drop Box” or “e-Cheque Drop Box Service” means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

- (vii) 「電子支票投放箱帳戶」指電子支票投放箱服務用戶帳戶，用戶須於使用電子支票投放箱提示電子支票以將款項存入收款行帳戶（該詞得根據電子支票投放箱條款不時修改）前，為之於結算所進行註冊。

“e-Cheque Drop Box Account” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

- (viii) 「電子支票投放箱條款」指結算所不時為規範結算所提供之電子支票投放箱服務及其使用規定之所有條款與條件。

“e-Cheque Drop Box Terms” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

- (ix) 「行業規則與程序」指結算所及銀行業不時採用之有關電子支票處理之規則與承作程序。

“Industry Rules and Procedures” means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

- (x) 「收款行」指持有收款行帳戶之銀行。

“Payee Bank” means the bank at which a Payee Bank Account is held.

- (xi) 「收款行帳戶」，就使用電子支票交存服務提示存款之每一電子支票而言，電子支票收款人於我們開設且電子支票將存入其中之銀行帳戶，其得為收款人之單獨帳戶或聯名帳戶。

“Payee Bank Account” means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

- (xii) 「付款行」指電子簽署其顧客開設之電子支票之銀行。

“Payer Bank” means the bank which digitally signed an e-Cheque created by its customer.

- 10.3. 我們得依我們裁量提供電子支票交存服務。若我們向閣下提供電子支票交存服務，則閣下得交存電子支票。為能使用電子支票交存服務，閣下須提供、接受我們和結算所可能不時分別要求或規定之資訊、文件、條款和條件。閣下可能亦須簽署我們不時規定之表單與文件。
- We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- 10.4. 電子支票交存服務允許閣下及其他人根據下文第 10.7 至 10.13 條之規定，使用結算所提供之電子支票投放箱服務或使用我們之交存渠道，出示電子支票（不論其款項應付閣下和/或收款行帳戶之任何其他持有人）以存入我們（作為收款行）。
- e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clauses 10.7 to 10.13 below.
- 10.5. 我們得提供與以我們不時規定之貨幣（包括港元、美元或人民幣）簽發之電子支票有關之電子支票交存服務。
- We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including HKD, USD or RMB.
- 10.6. 我們有權不時設定或修改電子支票交存服務使用條件。該等條件得包括下述各項（或其中任何一項）：
- We have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
- (i) 電子支票交存服務之服務時間（包括電子支票提示之截止時間）；和
the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) 閣下為電子支票交存服務應付之任何費用與收費。
any fees and charges payable by you for the e-Cheques Deposit Services.
- 10.7. 電子支票交存服務允許使用結算所提供之電子支票投放箱服務或使用我們之交存渠道，提示電子支票以將款項存入我們（作為收款行）。
- The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.
- 10.8. 電子支票投放箱服務係由結算所提供。閣下使用電子支票投放箱服務時，受電子支票投放箱條款拘束。閣下須自行負責履行其於電子支票投放箱條款下之義務。
- The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
- 10.9. 為能使用電子支票投放箱服務，電子支票投放箱條款要求閣下須利用一個或多個收款行帳戶註冊一個用於出示電子支票之電子支票投放箱帳戶。電子支票投放箱條款允許閣下於註冊電子支票投放箱帳戶時，利用閣下同名帳戶或同名帳戶之外之帳戶作為收款行帳戶。閣下須對其自身或任何其他人利用電子支票投放箱帳戶出示所有電子支票之行爲（包括向閣下同名帳戶之外之收款行帳戶提示電子支票）負責。
- In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

- 10.10. 與電子支票投放箱服務使用相關之任何問題，均應按電子支票投放箱條款處理。我們得（但並無義務）向閣下提供合理協助。特別是，我們並無使用電子支票投放箱服務交存之任何電子支票之電子記錄或圖片。應閣下之請求，我們得（但並無義務）提供我們同意且與閣下使用電子支票投放箱服務交存之任何電子支票相關之日期、電子支票金額、電子支票號碼、收款人姓名及任何其他資訊。

Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.

- 10.11. 我們未對結算所提供之電子支票投放箱服務之提供、質量、及時性或任何其他方面作出任何明示或默示之聲明或擔保。除非電子支票投放箱條款中另有規定，否則電子支票投放箱服務使用之相關責任與風險由閣下自行負擔。我們不對閣下或任何其他人可能招致或遭受且因使用電子支票投放箱服務引起或與之相關之任何損失、損害或費用負擔責任。

We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. **Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. 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 use of the e-Cheque Drop Box Service.**

- 10.12. 我們得不時規定或變更：(1) 所提供之交存渠道（無須通知）；和 (2) 任何交存渠道之使用條款。

We may specify or vary from time to time (1) the available Deposit Channels without notice; and (2) the terms governing the use of any Deposit Channel.

- 10.13. 閣下應自行對閣下或任何其他人透過我們提供給閣下的交存渠道在閣下收款行帳戶下提示的所有電子支票負責。

You are responsible for all e-Cheques presented under your Payee Bank Account by you or any other person using the Deposit Channels provided by us to you.

- 10.14. 閣下了解，我們及其他銀行於處理、辦理、出示、支付、托收、清算與結算應付閣下之電子支票時，須遵守行業規則與程序。因此，即使匯票條例可能未規定電子支票之出示或可能已規定支票之任何其他出示方式，但我們仍有權按行業規則與程序向付款行出示電子支票，以此進行應付閣下之任何電子支票之托收。

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, we are entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the BE Ordinance may not expressly provide for presentment of e-Cheques or may specify any other manner for presentment of cheques.

- 10.15. 於不影響相關協議其他規定且不違背任何適用規範之前提下，在任何適用規範允許的最大範圍內：

Without prejudice to any other provision of the Agreement and to the maximum extent permitted by and not inconsistent with any Applicable Regulations:

- (i) 我們（和台新集團成員）不對閣下或任何其他人可能招致或遭受且因使用電子支票交存服務或因閣下或任何其他人使用我們向閣下提供之交存渠道提示之電子支票之處理、辦理、出示、支付、托收、清算或結算引起或與之相關之任何種類之損失、損害或費用負擔責任，但任何直接且完全因我們或其主管、僱員或代理人之嚴重疏忽或故意違約行為引起之直接且可合理預見之損失、損害或費用除外；

we (and any Taishin Group Member) 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 use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our gross

negligence or willful default or that of our officers, employees or agents;

- (ii) 尤其是，我們（和台新集團成員）對閣下或任何其他人士可能招致或遭受且因下述各項（或其他任何一項）引起或與下述各項相關之任何種類之損失、損害或費用不負擔責任：
- in particular, we (and any Taishin Group Member) are not liable 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 the following (or any of them):
- (a) 閣下或任何其他人士使用電子支票投放箱服務，或另行與電子支票投放箱條款相關；
use of the e-Cheque Drop Box Service by you or any other person, or otherwise in connection with the e-Cheque Drop Box Terms;
 - (b) 閣下未遵守其與電子支票交存服務相關之義務；
your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - (c) 不願匯票條例之規定按行業規則與程序出示任何應付閣下之電子支票；和
presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the BE Ordinance; and
 - (d) 由我們合理控制能力之外之任何情形造成或可歸責於該等情形之任何未提供或延遲提供電子支票交存服務情形或與電子支票交存服務相關之任何錯誤或中斷情形；和
any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (iii) 任何情形下，我們（和台新集團成員）概不對任何利潤損失、任何特殊、間接、衍生性或懲罰性損失或損害向閣下或任何其他人士負擔責任。
- in no event will we (or any Taishin Group Member) be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

10.16. 閣下接受我們與結算所分別就電子支票交存服務與結算所提供之服務規定之責任限制與免責聲明書。閣下接受並同意負擔交存電子支票之相關風險與責任。

You accept the exclusion of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.

10.17. 於不減損閣下於相關協議其他條款下作出之任何彌償保證或我們可能享有之任何其他權利或補救之效力之前提下，對於受償人可能招致或遭受之所有責任、申索、要求、損失、損害、費用、收費與支出（包括須全額彌償之法律費用與合理發生之其他費用）及可能由或對任何受償人提起之所有訴訟與法律程序，若因我們提供電子支票交存服務或閣下使用電子支票交存服務引起或與之相關，則閣下將向受償人進行彌償並使其免受損害。

Without reducing the effect of any indemnity given by you under the other provisions of the Agreement or any other rights or remedies that we may have, you will indemnify each Indemnified Person and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by any Indemnified Person and all actions or proceedings which may be brought by or against any Indemnified Person as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.

10.18. 若任何責任、申索、要求、損失、損害、費用、收費與支出被證實為係直接且完全因受償人之嚴重疏忽或故意違約行為引起之直接且可合理預見者，則第 10.17 條中的彌償保證不適用。

The indemnity in Clause 10.17 does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from an Indemnified Person' s gross negligence or willful default.

10.19. 第 10.17 條中的彌償保證於電子支票交存服務終止後繼續有效。

The indemnity in Clause 10.17 shall continue to have effect after the termination of the e-Cheques Deposit Services.

第三部分- 投資服務之特別規定

Part III - SPECIAL PROVISIONS FOR INVESTMENT SERVICES

本第三部分適用於我們有關投資服務的規定。本第三部分中提述的「條」指本第三部分中的「條」。如果一般規定與本第三部分有任何不一致之處，在我們提供投資服務方面應以本第三部分的規定為準。

This Part III applies to the provision of Investment Services by us. A reference to a "Clause" in this Part III means a Clause in this Part III. In the event of any inconsistency between the General Provisions and this Part III, the provisions in this Part III shall prevail in relation to our provision of Investment Services.

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

在本部分中，除非上下文另有規定，否則下述用語及表述應具有如下含義：

In this Part, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1. 「存入金額」依第 5.3 條之定義。
"Deposited Sum" has the meaning given to it in Clause 5.3.
- 1.2. 「基金」指任何共同投資計劃，如共同基金、單位信托、有限合夥或其他類此計劃。
"Fund" means any collective investment scheme such as mutual fund, unit trust, limited partnership or other similar scheme.
- 1.3. 「基金指令」指與任何基金相關之任何認購或贖回指令。
"Fund Orders" means any subscription or redemption orders in respect of any Fund.
- 1.4. 「期權規則」依第 12.4 條之定義。
"Options Rules" has the meaning given to it in Clause 12.4.
- 1.5. 「期權買賣規則」依第 12.1 條之定義。
"Options Trading Rules" has the meaning given to it in Clause 12.1.
- 1.6. 「結構性存款確認書」依第 5.6 條之定義。
"Structured Deposit Confirmation Sheet" has the meaning given to it in Clause 5.6.
- 1.7. 「結構性存款文件」依第 5.6 條之定義。
"Structure Deposit Documentation" has the meaning given to it in Clause 5.6.
- 1.8. 「結構性產品結算日」依第 10.8 條之定義。
"Structured Product Settlement Date" has the meaning given to it in Clause 10.8.
- 1.9. 「結構性產品結單」依第 10.1 條之定義。
"Structured Product Statement" has the meaning given to it in Clause 10.1.
- 1.10. 「結構性產品交易確認」依第 10.5 條之定義。
"Structured Product Trade Confirmation" has the meaning given to it in Clause 10.5.

2. 投資服務

INVESTMENT SERVICES

- 2.1. 我們保留依我們裁量在無須說明理由的情況下拒絕或者停止向閣下提供任何投資服務。

We reserve the right, in our absolute discretion and without giving any reason, to refuse or cease to provide any Investment Services to you.

2.2. 閣下理解並同意：

You understand and agree to the following:

- (i) 除非我們另行明確同意，否則我們是在非全權的基礎上提供投資服務，我們不會代表閣下作出任何投資決定；及
unless otherwise specifically agreed by us, we are providing the Investment Services on a non-discretionary basis and we will not make any investment decisions on your behalf; and
- (ii) 就在非全權的基礎上提供的投資服務而言：
in respect of the Investment Services provided on a non-discretionary basis:
 - (a) 我們為閣下或者代表閣下進行之每項交易均應按照閣下之明確指示進行；
each and every transaction to be conducted by us for or on your behalf shall be upon your specific Instructions;
 - (b) 閣下將對閣下在投資、持有或處置投資產品方面作出之所有決定負責；
you will be responsible for all your decisions in investing in, holding or disposing of Investment Products;
 - (c) 在訂立任何交易之前，閣下應在考慮閣下的投資目標、財政狀況、投資經驗和其他相關情況的同時充分了解
和評估交易及投資產品之性質、特色和風險，並應在閣下認為適當時尋求獨立專業意見；及
before entering into any transaction, you shall fully understand and assess the nature, features and risks of the transaction and the Investment Products having regard to your investment objectives, financial situation, investment experience and other relevant circumstances, and shall seek independent professional advice as you consider appropriate; and
 - (d) (除非我們另行明確同意) 我們沒有義務持續不斷地監控投資產品之績效表現。(unless otherwise specifically agreed by us) we have no duty to monitor the performance of the Investment Products on on-going basis.

2.3. 閣下可以要求我們提供全權管理服務，而其條款則應受本條款與條件（在適用範圍內）以及我們不時要求之其他協議（包括我們與閣下之間的其他全權管理協議）管轄。

You may request us to provide discretionary management services, the terms of which shall be governed by these Terms and Conditions (to the extent applicable) and such other agreements as may be required by us from time to time (including any discretionary management agreement between us and you).

2.4. 如果我們向閣下招攬銷售或建議任何金融產品，該等金融產品必須是我們經考慮閣下之財政狀況、投資經驗和投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。就本條之目的而言，“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

If we solicit the sale of or recommends 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. No other provision of the Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this Clause. For the purposes of this Clause, “financial product” means any “securities”, “futures contracts” or “leveraged foreign exchange contracts” as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity under the SFO.

2.5. 為了一般性參考目的（而未考慮閣下的個人情況）提供與任何投資產品相關的營銷或推廣材料這一行為本身不構成我們向閣下提供任何個人投資意見或建議。

The mere provision of marketing or promotional materials relating to any Investment Product for general information purposes without regard to the individual circumstances of you shall not of itself constitute any personal investment advice or recommendation by us to you.

2.6. 閣下同意定期或按照我們的要求不定期地向我們提供有關閣下的投資目標、投資策略、投資經驗、知識和技巧、風險容忍度、財務狀況和財務需求的資訊。我們在履行我們在適用規範和第 2.4 條項下的義務時使用並依賴閣下提供的該等資訊。如果存在閣下認為相關的情況或其他考慮事項，或者任何上述資訊發生變更，閣下應在可行範圍內盡快通知我們。向閣下發出的有關投資產品的任何意見、建議和招攬，將完全基於閣下提供給我們的資訊。我們沒有義務將我們並未實際知悉的有關閣下的任何資訊考慮在內。對於因閣下提供的任何資訊不準確、有誤導性、不正確、不完整、過時或虛假或者閣下作出失實陳述而導致的任何損失，我們也不承擔責任。

You agree to regularly or upon our request from time to time provide us with information relating to your investment objectives and investment strategies, investment experience, knowledge and sophistication, risk tolerance, financial situation and financial needs. We use and rely on such information provided by you for the purpose of discharging our obligations under the Applicable Regulations and Clause 2.4. If there are circumstances or other considerations that you may consider relevant, or should any such aforementioned information changes, you should inform us as soon as practicable. Any advice, recommendations and solicitations in respect of any Investment Product made to you will be based solely on the information you provided to us. We shall not be obliged to take into consideration any information about you that we are not actually aware of. We shall also not be responsible for any losses that arise as a result of any inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by you or your misrepresentations.

2.7. 就衍生產品而言，我們經閣下要求時，將會向閣下提供有關該產品的規格或章程或其他要約文件，並向閣下詳細解釋收取保證金的程序及在什麼情況下我們可無需閣下同意而閣下的持倉出售或平倉。

In respect of derivative products, we shall provide to you on request product specifications and any prospectus or other offering document covering any derivative products and an explanation of margin procedures and the circumstances under which your positions may be closed without your consent.

3. 授權和交易之一般層面

AUTHORIZATION AND TRANSACTIONS GENERALLY

3.1. 我們可以作為委託人或代理人與閣下或者為閣下進行交易。除非另在相關協議中載明、另經我們同意或者另行通知閣下，我們在交易中作為閣下之代理人事務。

We may effect transactions with or for you as principal or agent. Unless otherwise indicated in the Agreement or agreed by us or notified to you, we will act as your agent in the transaction.

3.2. 閣下確認並同意，我們獲授權（但無義務）根據相關協議代表閣下執行任何交易，而且所有該等交易及與執行的交易和投資產品相關的條款與條件對閣下具有約束力。尤其是，閣下同意且不可撤銷地賦予我們充分的權力和權限擔任閣下真實、合法的受權人，在適用規範允許的最大範圍內，代表閣下執行相關協議的規定，並在我們認為為了達成相關協議之目的而必要或適當時以閣下的名義或以我們的名義（作為閣下的代理）採取任何行動和簽署任何文件或文書。

You acknowledge and confirm that we are authorized (but not obliged) to effect any transaction for and on your behalf under the Agreement, and all such transactions and the terms and conditions in respect of the transactions and the Investment Products so effected shall be binding on you. In particular, you agree to and irrevocably appoint us with full power and authority as your true and lawful attorney, to the fullest extent permitted by Applicable Regulations, to act for and on your behalf for the purpose of carrying out the provisions of the Agreement and taking any action and executing any document or instrument in your name or in our own name as your attorney which we may deem necessary or desirable to accomplish the purposes of the Agreement.

- 3.3. 閣下授權我們在提供投資服務（包括執行投資產品的交易）的過程中按照我們自行決定並認為適當的條款在我們自行決定並認為適當的時間挑選和指示任何代理人，並且閣下確認，該等代理人的業務條款以及適用規範（包括執行、結算和清算該等交易時所在的任何交易所、結算所和交易平臺的規則）應適用於該等交易並對閣下具有約束力。
- You authorize us to select and instruct any Agent on such terms and at such times as we may absolutely decide and deem fit in the provision of the Investment Services including effecting transactions in Investment Products, and you acknowledge that the terms of business of such Agent and the Applicable Regulations including the rules of any Exchange, Clearing House and trading platform on and through which such transaction is executed, settled and cleared shall apply to such transaction and shall be binding on you.
- 3.4. 在受限於適用規範之前提下，我們有權依我們裁量，在任何涉及閣下之交易中，為自己之利益以委託人之身份擔任交易對手。任何交易得向我們認為適當之人或實體（包括任何台新集團成員）承作、或自此等人或實體承作、或透過此等人或實體承作。閣下認知並同意，當我們或任何其他台新集團成員以上述任何委託人之身份或者在任何其他有衝突之位置上行事時，我們或者該台新集團成員之利益可能會與閣下的利益發生衝突。如果我們或任何其他台新集團成員在任何涉及閣下之交易中以委託人之身份擔任交易對手，則在受限於適用規範之前提下，我們或者該台新集團成員有權為之，而沒有責任就因此而給我們或者該台新集團成員帶來的任何利潤向閣下作出交代或披露。我們擁有充分權力，在我們認為適當時將其全部或部分權限委託給我們認為適當的任何台新集團成員行使。
- Subject to Applicable Regulations, we shall be entitled in our absolute discretion to act as principal for our own benefit as a counterparty in any transaction involving you. Any transaction may be made to, from or through such persons or entities (including any Taishin Group Member) as we may think appropriate. You acknowledge and agree that when we or any other Taishin Group Member acts in any of the abovementioned principal capacities or in any other position of conflicts, the interests of us or such Taishin Group Member may conflict with your interests. Where we or any other Taishin Group Member acts as principal as counterparty in any transaction involving you, subject to Applicable Regulations, we or such Taishin Group Member shall be entitled to do so, without being liable to account or disclose to you for any profit thereby accruing to us or such Taishin Group Member. We shall have full power to delegate our authority in whole or in part to any Taishin Group Member as we may deem fit.
- 3.5. 我們有權在執行閣下的任何交易時採取所有適用規範和市場慣例所要求或允許的一切措施。閣下同意，我們有權依我們裁量採取或不採取任何行為，以確保遵守適用規範和市場慣例，而且所採取的所有該等行為對閣下具有約束力。
- We reserve the right to take all such steps as may be required or permitted by all Applicable Regulations and market practice in effecting any of your transactions. You agree that we shall have the right to take or refrain from taking any action which we in our absolute discretion consider appropriate in order to ensure compliance with the same, and all such actions so taken shall be binding on you.
- 3.6. 我們或其他台新集團成員可就由我們或其他台新集團成員管理、擔任顧問、發行或代理銷售並且可能導致利益衝突之任何交易收取酬金、報酬或者其他利益或好處（不論是金錢還是其他形式的）。閣下同意，我們可依我們裁量自閣下支付給我們之費用、佣金或價差中向其他台新集團成員作出支付。
- We or other Taishin Group Members may receive remuneration, compensation or other benefits or advantages (whether monetary or otherwise) in connection with any transaction, which are managed, advised, issued or distributed by us or other Taishin Group Members, which may give rise to conflict of interests. You agree that we may at our discretion make payments to other Taishin Group Members out of the fees, commissions or spreads which you pay to us.
- 3.7. 如果我們透過經紀人為閣下執行任何交易，則閣下同意，在受限於適用規範之前提下，我們可向該經紀人收取並保留現金回佣和軟佣金。該等軟佣金可包括研究和諮詢服務、經濟和政治分析、投資組合分析、市場分析、數據和報價服務、上述貨物和服務所附帶之電腦硬件和軟件、結算和保管服務以及與投資相關之出版物。
- Where we execute any transaction for you through a broker, you agree that we may receive and retain cash rebates and soft dollar commissions from the broker subject to the Applicable Regulations. Such soft dollar commissions may include research and advisory services, economic and political analysis, portfolio analysis, market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment-related publications.

3.8. 在不影響上述規定之前提下，閣下同意，在受限於適用規範之前提下：

Without prejudice to the foregoing, you consent that subject to Applicable Regulations:

- (i) 我們和其他台新集團成員沒有義務向閣下或任何其他人通知並交代因任何交易而產生之任何費用、酬金、利潤、佣金、回佣、折扣、價差或者任何其他利益或好處（不論是金錢還是其他形式的）之存在或金額；
we and other Taishin Group Members shall not be obliged to notify and account to you or any other person in respect of the existence or the amount of any fees, remunerations, profits, commissions, rebates, discounts, spreads or any other benefits or advantages (whether monetary or otherwise) arising from any transaction;
- (ii) 我們和其他台新集團成員有權收受並保留因任何利益衝突而產生之上述費用、酬金、利潤、佣金、回佣、折扣、價差或者任何其他利益或好處（不論是金錢還是其他形式的）；及
we and other Taishin Group Members shall be entitled to accept and retain such fees, remunerations, profits, commissions, rebates, discounts, spreads or other benefits or advantages (whether monetary or otherwise) arising from any conflict of interests; and
- (iii) 我們和其他台新集團成員有權以並繼續以可能導致任何利益衝突之此等身份行事。
we and other Taishin Group Members shall be entitled to act and continue to act in such capacities that may give rise to any conflict of interests.

3.9. 我們訂立之交易以及投資服務之提供應受限於適用規範和任何代理人之適用業務條款。我們已獲明示授權，辦理我們依我們裁量認為是為遵守該等適用規範和業務條款所需辦理之事項。

All transactions by us and the provision of Investment Services shall be subject to all Applicable Regulations and the applicable terms of business of any Agent. We are expressly authorized to do such things as we may in our absolute discretion deem necessary to comply therewith.

3.10. 我們不對任何投資產品之績效表現承擔責任。閣下認知並同意，任何投資產品在過去的績效表現並不代表未來的績效表現。閣下認知，我們並未授權其任何僱員或代理人為鼓勵閣下申請任何投資服務或訂立任何交易而就任何投資產品之績效表現提供任何保證或擔保。

We shall not be responsible for the performance of any Investment Product. You acknowledge and agree that past performance of any Investment Product is not indicator of future performance. You acknowledge that we do not authorize any of our employees or Agents to provide any assurance or guarantee on the performance of any Investment Product for the purpose of encouraging you to apply for any Investment Services or enter into any transaction.

3.11. 對於由我們或我們的任何有聯繫者（包括我們的總部）不時發行的(i)外匯產品（包括即期遠期和無本金交割遠期、貨幣掛鉤結構性產品和雙貨幣掛鉤投資）、(ii)商品期貨（包括商品掛鉤結構性產品）、(iii)結構性票據、和(iv)我們不時確定的任何其他產品，我們不會因代銷該等投資產品而明確獲得金錢利益，但是我們或我們的任何有聯繫者（包括我們的總部）將從該等發起和代銷中獲益。

In respect of (i) foreign exchange (including spot forwards and non-deliverable forwards, currency linked Structured Products, and dual currency linked investments); (ii) commodity products (including commodity-linked Structured Products); (iii) structured notes; and (iv) any other product as we may from time to time determine, which in each case is issued by us or any of our associates (including our head office), we do not explicitly receive monetary benefits for distributing such Investment Products but we or any of our associates (including our head office) will benefit from the origination and distribution.

3.12. 對於第三方發行機構發行的投資產品，我們和/或我們的有聯繫者（包括我們的總部）將因代銷該等投資產品而從產品發行機構獲得研究和諮詢服務、市場分析、投資組合分析、培訓、研討會等性質的非金錢利益。

In respect of Investment Products which are issued by third-party issuers, we and/or our associates (including our head office) will receive from the product issuer non-monetary benefits in the nature of research and advisory services, market

analysis, portfolio analysis, training, seminars, etc. for distributing such Investment Products.

- 3.13. 受限於我們不時告知的條款，閣下有時可在就某些投資產品應付的費用和收費方面享受下調或折扣。
You may at times be able to benefit from a reduction in or a discount on the fees and charges payable in relation to certain Investment Products subject to the terms as notified by us from time to time.
- 3.14. 我們並非獨立的中介機構，原因如下：(i)我們因向閣下銷售投資產品而從其他方（可能包括產品發行機構）處獲得費用、佣金或其他金錢利益。如需了解詳情，閣下應查閱在訂立有關投資產品的任何交易之前或之時我們須向閣下交付的金錢利益披露文件；和/或(ii)我們從其他方處獲得非金錢利益，或者與我們向閣下銷售的產品之發行機構具有密切聯繫或其他法律或經濟關係。
We are not an independent intermediary because (i) we receive fees, commissions or other monetary benefits from other parties (which may include product issuers) in relation to our distribution of Investment Products to you. For details, you should refer to the disclosure on monetary benefits which we are required to deliver to you prior to or at the point of entering into any transaction in Investment Products; and/or (ii) we receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that we may distribute to you.
- 3.15. 若某一投資產品由我們的總部發行，則我們與產品發行機構為關聯方，因為兩者為同一法律實體。還可能存在我們與產品發行機構為同一集團內公司的情形。在我們和產品發行機構並非同一公司集團之成員的情況下，我們可能以其他方式與產品發行機構存在關聯關係。例如，我們或者我們的有聯繫者可能以其他身份（例如安排人、發起人、管理人、顧問等）涉及投資產品，而我們或者我們的有聯繫者可能就該等投資產品獲得金錢或非金錢利益。
Where an Investment Product is issued by the head office of us, we are affiliated with the product issuer as they are the same legal entity. Also we could be within the same group of companies as the product issuers. Where we and the product issuer are not members of the same group of companies, we may be affiliated with the product issuer in other manner. For example, we or our associates may be involved in other capacities (such as an arranger, sponsor, administrator, advisor, etc.) with respect to the Investment Product for which we or our associates may receive monetary or non-monetary benefits.

4. 指示和交易

INSTRUCTIONS AND DEALING

- 4.1. 閣下應在我們不時規定之時間以我們不時規定之方式向我們作出指示。所有指示均應在我們不時確定之截止時間之前向我們作出。在不影響前述規定的條件下，閣下向我們作出的任何當日委托指令，若未經我們在相關交易所結束營業之前簽署，應被視為已自動取消。除非我們另行通知或同意，否則，所有指示都不可撤銷，並對閣下具有約束力。
You shall give Instructions to us in the manner and by such time as prescribed by us from time to time. All Instructions shall be given to us before the cut off time as determined by us from time to time. Without prejudice to the aforementioned, any day order placed by you with us that has not been executed by us before the close of business of the relevant Exchange shall be deemed to have been cancelled automatically. Unless otherwise notified or agreed by us, all Instructions shall be irrevocable and binding on you.
- 4.2. 我們有權依據我們合理認為由閣下或任何獲授權人（獲授權人經閣下授權作出和/或確認或核實指示）作出和/或確認或核實的任何口頭或書面指示行事。在我們要求閣下確認任何口頭指示時，閣下應及時簽署我們制定的表格或提供書面確認。一旦作出一項指示，則只有經我們同意才可取消、撤回、變更或修改。
We shall be entitled to act upon any oral or written Instruction reasonably believed to have been originated from and/or confirmed or verified by you or any Authorized Person (who is so authorized by you to provide and/or confirm or verify Instructions). You will promptly sign a form prescribed by us or provide a written confirmation when required by us to confirm any oral Instructions. Once an Instruction is given, it may only be cancelled, withdrawn, altered or amended with our consent.
- 4.3. 即便相關協議以及我們與閣下之間的交易慣例項下有任何其他規定，我們被要求並獲授權（但無義務）依賴由閣下或聲稱由閣下不時通過電話、傳真或電子郵件或通過任何電子服務（如適用）或其他通訊方式作出的任何指示、通知或其他通訊並依其行事。

而無需我們調查或核實作出或聲稱作出該等指示、通知或通訊之人的權限或身份，且無論作出該等指示、通知或通訊之時處於何種情形之下，但前提是我們合理認為該等指示、通知或通訊由閣下作出。對於閣下因此而遭受或發生的任何損失，我們不承擔責任。

Notwithstanding the terms of any other provisions under the Agreement and our course of dealing with you, we are requested and authorized, but are not obliged, to rely upon and act in accordance with any Instruction, notice or other communication which may from time to time, be, or purport to be, given by you by telephone, fax or email or through any Electronic Services (as applicable) or other forms of communications without inquiry or verification on our part as to the authority or identity of the person making or giving or purporting to make or give such Instruction, notice or communication and regardless of the circumstances prevailing at the time of such Instruction, notice or communication, provided that we reasonably believe such Instruction, notice or communication emanated from you. We shall not be liable for any losses suffered or incurred by you in connection therewith.

- 4.4. 我們可以（但無義務）與閣下或者代表閣下訂立任何交易，並可在我們於當時情況下認為合理之時間執行該交易，而且不對在執行該交易時出現之任何延誤承擔責任。我們可全權決定是否接受任何指示並且有權拒絕執行任何指示。我們無須就此說明理由，也不對其後果承擔任何責任，除非該等後果係因我們詐騙、故意違約或有嚴重疏忽所造成。在不影響前述任何規定或者相關協議之任何其他規定的同時，我們可以依我們裁量（但無義務）：

We may, but is under no obligation to, enter into any transaction with or on your behalf, and may implement such transaction within such time as we consider reasonable in the circumstances and will not be liable for any delay in implementing such transactions. We shall have the absolute discretion to determine whether or not to accept any Instructions and we are also entitled to refrain from acting on any Instructions. We shall not be obliged to give any reason thereof, nor shall we be held liable for the consequences thereof unless caused by the fraud, willful default or gross negligence on our part. Without prejudice to any of the foregoing or any other provision of the Agreement, we may at our absolute discretion (but are not obliged to):

- (i) 拒絕執行違反或可能違反任何適用規範或者與相關投資產品有關之相關認購協議、資料備忘錄、招股章程或其他發售文件或者我們或任何台新集團成員之任何合約或其他義務之任何指示；
refuse to execute any Instructions which violate or may violate any Applicable Regulations or the relevant subscription agreement, information memorandum, prospectus or other offering document relating to the relevant Investment Product or any contractual or other obligations of us or any Taishin Group Member;
- (ii) 於按我們要求之數額和形式在我們要求之截止時間收受擬賣出之投資產品之全部或任何部分前，拒絕執行賣出指示；
refuse to execute a sale Instruction before receiving the entire or any part of the Investment Products to be sold in such amount and form and by such time as required by us;
- (iii) 拒絕執行全部或部分無擔保之任何賣出指示；
refuse to execute any sale Instruction, which is not covered in whole or in part;
- (iv) 在以交割貨幣存於相關帳戶或者另行存於我們之已結算資金不足以執行任何購買指示之情況下，拒絕執行該購買指示；
refuse to execute a purchase Instruction if there are insufficient monies held in cleared funds in the settlement currency in the relevant Account or otherwise held by us for such purpose;
- (v) 僅在以交割貨幣存於帳戶或者另行存於我們之可用餘額之限度內執行購買指示；及
execute a purchase Instruction only up to the balance available in the settlement currency in the Account or otherwise held by us for such purpose; and
- (vi) 在發現賣出之任何投資產品在某種意義上存在瑕疵或未及時交付時，由閣下承擔費用買回此等投資產品。
repurchase, at your cost, any Investment Product sold which is found to be defective in some manner or which has not been delivered in time.

- 4.5. 在閣下下達任何「止蝕」指令之情形下，若依市場狀況難以或無法執行此等指令時，閣下茲免除我們因未能執行此等「止蝕」指令而產生之任何責任，並授權我們在此等情況下以我們認為適當之價格及方式執行此等指令。閣下確認，由於執行交易時所在的交易所的交易慣例，有時在出價方面或者按照在任何特定時點所報的價格或「最佳」或「市場」價格交易方面可能出現延遲。我們或任何代理人均未向閣下陳述：任何指令將按照之前透過自動報價系統或其他方式報給閣下之價格執行。閣下同意在任何情況下均受到我們根據相關協議代表閣下執行之交易約束。在我們認為任何指示、通知或其他通訊不真實或者並非由閣下或閣下的代表作出的情況下，我們可拒絕執行，並且對於因我們的不行爲而直接或間接導致的任何責任，閣下特此使我們免責。
- In the event that you place any “stop-loss” order and market conditions make it difficult or impossible to execute such order, you hereby release and discharge us from all liability arising out of the non-execution of such “stop-loss” order and authorize us, in such circumstances, to execute such order at such rate and in such manner as we may deem appropriate.** You acknowledge that due to the trading practices of an Exchange in which a transaction is executed, there may, on occasions, be a delay in making prices or in dealing at the prices quoted at any specific time or “at best” or “at market”. Neither we nor any of the Agents represents to you that any order will be executed at a price previously quoted to you by way of an automated quotation system or otherwise. You agree in any event to be bound by the transaction executed by us on your behalf under the Agreement. **In the event that we do not consider any Instruction, notice or other communications to be genuine or to have been given by you or on your behalf, we may decline to act and you hereby release us from any liability whatsoever or howsoever arising, directly or indirectly, from or as a result of our inaction or omission.**
- 4.6. 閣下同意，如果一項指令無法完全執行，則可能部分執行。如果任何交易無法全部或部分按照閣下的指示執行，我們無需立即通知閣下，除非適用規範有此要求。閣下還認知並同意，閣下可能分配不到所認購或購買之全部數量的投資產品。投資產品之任何認購或購買均受限於可得性。我們可以按我們關於分配之內部政策或者以我們認為適當之其他方式作出任何分配。在分配作出之後，我們將不接受關於變更或者放棄該等分配之任何要求。向閣下作出之任何分配均對閣下具有約束力。
- You agree that an order may be partially executed if it cannot be fully executed. If any transaction cannot be executed in whole or part in accordance with your Instructions, we are not required to notify you immediately unless required by Applicable Regulations. You also acknowledge and agree that you may not be allocated for the full quantity of the Investment Products subscribed for or purchased. Any subscription and purchase of Investment Products is subject to availability. We will make any allocation in accordance with our internal policy on allocations or in such other manner as we consider appropriate. We will not accept any requests for alteration or waiver of allocations after the allocations are made. Any allocation given to you shall be binding on you.
- 4.7. 除非我們另行同意，而且，不論相關協議中有何相反規定，我們不接受和執行閣下的任何購買指示，除非存於帳戶或者另行存於我們之已結算資金足以用於此目的，或者我們已同意向閣下預付資金，或者閣下已作出令我們滿意之其他安排來提供足夠之已結算資金，以便按時履行結算義務。在資金不足的情況下，我們可以（但無義務）賣出或平倉閣下已按照我們認為合適之條款訂立買進合約之任何相關投資產品，而且，我們保留向閣下追償我們因此遭受或招致之任何損失、收費和支出的權利。如果交易之計值貨幣與存於帳戶或者為此目的而存於我們的貨幣不同，則我們即有權（但無義務）按照依我們裁量而確定之匯率在由閣下承擔費用和成本的情況下執行任何外匯交易。如果閣下已下達多項指示，但沒有足夠之資金或可用信貸融通用以履行因所有該等指示而產生之義務，則我們可依我們裁量決定執行其中的哪個或哪些指示，而無須考慮該等指示之日期。任何交易項下到期應付之款項通常將在相關投資產品交付給閣下或者交付至帳戶之前由閣下支付或者記入帳戶之借項，我們亦概不負責任何由未能交付投資產品所引致的損失，除非該等損失是由我們之詐騙、嚴重疏忽或故意不當行為直接導致的可合理預見之結果。
- Unless we otherwise agree and notwithstanding any terms to the contrary in the Agreement, we will not accept and effect any purchase Instruction of you unless there are sufficient cleared funds in the Account or held with us for such purpose, or we have agreed to advance funds to you, or you have other arrangements in place to our satisfaction to make sufficient cleared funds available, to meet the settlement obligations in time. In case of any shortfall of funds, we may but are not obliged to sell or liquidate any relevant Investment Product that you had contracted to buy on such terms as we may deem fit, and we reserve our rights to recover from you any losses, charges and expenses suffered or incurred by us therefrom. If the transaction is denominated in a currency (which is different from the currency held in the Account or held with us for such purpose), we are authorized (but not obliged) to carry out any foreign exchange transaction at such exchange rates at our discretion, and at the expense and costs of you. Where you have placed a number of Instructions and there are insufficient monies or available credit facilities to meet the resulting obligations of all these Instructions, we may at our discretion decide which of the Instructions will be executed irrespective of the dates

of the Instructions. The amount due on any transaction will usually be paid by you or debited from the Account before the actual delivery of the relevant Investment Product to you or into the Account, and we will not be responsible for any losses for non-delivery of the Investment Product, except to the extent the losses are direct and reasonably foreseeable consequences of the fraud, gross negligence or willful misconduct of us.

- 4.8. 除非我們另行同意，而且，不論相關協議中有何相反規定，我們不接受和執行閣下的任何賣出指示，除非存於帳戶或者為此目的而存於我們的不涉及任何留置權和產權負擔之投資產品足以按時履行結算義務。在投資產品不足的情況下，我們可以（但無義務）買進閣下已按照我們認為合適之條款訂立賣出合約之任何相關投資產品，而且，我們保留向閣下追償我們因此遭受或招致之任何損失、收費和費用的權利。一旦收到任何賣出指示，我們即獲授權在交易成交之時或此前的任何時點將相關投資產品記入帳戶之借項，或者另行處置為賣出指示之目的而存於我們之相關投資產品。閣下承諾，在有關交易完成之前，閣下不會撤回或者以其他方式處置作為賣出指示之標的物之全部投資產品或者其中任何部分。

Unless we otherwise agree and notwithstanding any terms to the contrary in the Agreement, we will not accept and effect any sale Instruction of you unless there are sufficient Investment Products in the Account or held with us for such purpose which are free from any liens and encumbrances whatsoever to meet the settlement obligations in time. In case of any shortfall of Investment Products, we may but are not obliged to buy any relevant Investment Product that you had contracted to sell on such terms as we may deem fit and we reserve our rights to recover from you any losses, charges and expenses suffered or incurred by us therefrom. On receipt of any sale Instruction, we are authorized to debit the Account with the relevant Investment Product or otherwise dispose of the relevant Investment Product held with us for the purposes of the sale Instruction on or at any time before completion of the transaction. You undertake that you will not withdraw or in any way deal with all or any part of the Investment Products which is subject of the sale Instruction until completion of the relevant transaction.

- 4.9. 閣下同意並認知，我們不對由任何投資產品之任何賣方、買方、交易對手、發行人或擔保人（以適用者為準）、其代理人或我們代理人在向我們作出有效或及時的交付或支付或者履行其他義務方面之任何行為、不行為或延誤直接或間接導致的任何損失承擔任何責任。我們將僅向閣下支付我們實際收到之任何款項或者交付我們實際收到之任何投資產品。

You agree and acknowledge that we will not be responsible or liable to you for any loss arising directly or indirectly from or as a result of, any act or omission of or delay of any seller, buyer, counterparty, issuer or guarantor (as applicable) of any Investment Product or their agents or any Agents of us, to make valid or timely payments or delivery to us or perform their other obligations. We will only pay you any monies or deliver to you any Investment Product which we actually receive.

- 4.10. 閣下認知，閣下的所有賣出指示均將被視為出售長倉指示，除非閣下已明確向我們指出該等賣出指示係有擔保賣空，在此種情況下，閣下將遵守適用規範項下之賣空要求。未經我們事前知悉且同意，閣下不得就投資產品進行賣空操作（不論是作為委託人還是代理人），而且無論如何，此等賣空操作均以我們確信下列各項為前提：(i)投資產品屬於適用規範項下允許賣空之類；(ii)（如在適用規範項下有此要求）該等賣出已完全有擔保；(iii)（如在適用規範項下有此要求）閣下（或者閣下之委託人）現有可行使且無條件之權利，得將賣出之投資產品轉予買方；及(iv)（如在適用規範項下有此要求）在借入投資產品進行賣空之情形下，貸與人持有相關投資產品，得貸與或交付閣下（或者閣下之委託人）。閣下確認，閣下將在任何適用規範要求的或者我們不時要求的期限內，以任何適用規範要求的或者我們不時要求的格式，以任何適用規範要求的或者我們不時要求的資訊和文件，就賣空指示向我們提供書面證據、確認書和保證。

You acknowledge that all your sale Instructions will be treated as long sales unless you have specifically indicated to us that they are covered short sales, in which case, you will comply with the short selling requirements under Applicable Regulations. No short selling of Investment Products by you (whether as principal or as agent) will be permitted without our prior knowledge and agreement and will in all events be subject to us being satisfied that (i) the Investment Product is of a type permitted under Applicable Regulations to be sold short; (ii) (if so required under Applicable Regulations) the sale is fully covered; (iii) (if so required under Applicable Regulations) you (or your principal) has a presently exercisable and unconditional right to vest the Investment Product sold in the purchaser, and (iv) (if so required under Applicable Regulations) in the case of any borrowing of Investment Product for such purpose the lender has the relevant Investment Product available to lend or deliver to you (or your principal). You confirm that you will provide us with documentary evidence, confirmation and assurance on short sale orders within such time, in such form and with such information and documents as may be requested under any Applicable Regulations, or as requested by us

from time to time.

- 4.11. 就香港市場而言，如果閣下將某一證券指示指定為賣空指令，並將其發送給我們，以在香港或者透過香港予以執行，則閣下須在下達每一賣空指令之時以書面形式就該等指令確認下列各項：

For the Hong Kong market, if you designate an Instruction in Securities as a short selling order and sends it over to us for execution at or through the SEHK, you must in respect of each short selling order confirm in writing to us at the time of placing the order that:

- (i) 該指令係賣空指令；
the order is a short sale order;
- (ii) 閣下了解關於賣空之相關適用規範；
you understand the relevant Applicable Regulations on short sale orders;
- (iii) 閣下現有可行使且無條件之權利，得將與該指令有關之證券轉予該等證券之買方；及
you have presently exercisable and unconditional right to vest the Securities to which the order relates in the purchaser of such Securities; and
- (iv) 在閣下已借入證券或者已從貸與人處獲得其有證券可供貸出之確認的情況下，貸與人持有與該指令有關並可貸給閣下之證券。
to the extent that you have borrowed the Securities or obtained a confirmation from the lender that it has the Securities available to lend, the lender has the Securities to which the order relates available to lend to you.

- 4.12. 閣下同意，我們可以將其自閣下處收到之任何指示與我們自己、任何台新集團成員或者我們或任何台新銀行集團成員之任何其他客戶之買賣指令合併在一起。閣下認知，該等合併在某些情形下可能對閣下不利，而在其他情形下則可能對閣下有利。

You agree that we may aggregate any Instructions received from you with our own orders or with the orders of any Taishin Group Member or any other customers of us or any Taishin Group Member. You acknowledge that such aggregation may on some occasions operate to your disadvantage and on other occasions to your advantage.

- 4.13. 我們可於一段時間內在一系列交易中執行任何閣下指示，並向閣下報告該等系列交易之平均價格，而無須報告每一具體交易之實際價格。

We may execute any Instructions of you in a series of transactions over a period of time and report to you an average price for such series of transactions instead of the actual price for each particular transaction.

- 4.14. 受限於所有適用規範，我們可依我們裁量確定執行閣下之指令時的優先次序，閣下無權就我們收到的任何指令的執行提出任何優先次序要求。

Subject to all Applicable Regulations, we may in our absolute discretion determine the priority in the execution of your orders, and you will not have any claim of priority to another in relation to the execution of any order received by us.

- 4.15. 如果我們要求閣下在指定時間期限內作出回覆，閣下認知，閣下未能在該指定時間期限內回覆可能導致我們不能執行閣下之指示。Where we require a response from you within a specified time frame, you acknowledge that failure to respond within such specified time frame may result in us being unable to implement your Instructions.

5. 結構性存款

STRUCTURED DEPOSIT

- 5.1. 本第 5 條適用於結構性存款，如果本第 5 條與相關協議的其他條款之間有任何不一致，則與結構性存款相關的方面應以本第 5 條的規定為準。

This Clause 5 shall apply to Structured Deposits and in the event there is any inconsistency between this Clause 5 and other provisions in the Agreement, the provisions in this Clause 5 shall prevail in respect of Structured Deposits.

- 5.2. 結構性存款可以採用我們規定的幣種按我們不時確定的最低初始存款金額或其倍數存入。所有結構性存款的存款期限以我們不時確定的為準，並且我們保留拒絕或接受閣下之結構性存款的權利。
- The Structured Deposit may be made in such currencies as prescribed by us, with such minimum initial deposit and in multiples of such minimum amount as we shall determine from time to time. All the Structured Deposits are to be placed for such period as we shall determine from time to time and we reserve our right to decline or accept your Structured Deposit.
- 5.3. 如果閣下向我們申請投資於結構性存款，閣下應將閣下申請投資的資金（「存入金額」）存入帳戶，這些資金將在結構性存款發行後或在我們確定的時間用於投資結構性存款。
- If you apply to us to invest in the Structured Deposit, you shall deposit into the Account such amount as you apply to invest ("Deposited Sum") which shall be applied for investment in the Structured Deposit upon its launch or at such time as determined by us.
- 5.4. 除非我們另行同意，存入金額必須在我們不時確定的截止時間之前收到，否則我們將不受理閣下關於投資於結構性存款的指令。
- Unless otherwise agreed by us, the Deposited Sum must be received before the cut-off time determined by us from time to time, or otherwise your order to invest in the Structured Deposit will not be accepted.
- 5.5. 自存入金額存入之日起至以下日期（以較早者為準）期間，閣下不得提取存入金額、在其上設置任何產權負擔或另行處分存入金額：(i)相關結構性存款發行之日，或(ii)我們接受閣下的結構性存款之日。
- You shall not withdraw, create any encumbrance on or otherwise dispose of the Deposited Sum during the period from the date of deposit of the Deposited Sum until the date upon which (i) the relevant Structured Deposit is launched or (ii) we accept your Structured Deposit, whichever is earlier.
- 5.6. 在存放期到期後以及在我們確定存放已完成之後，我們將向閣下簽發結構性存款確認書（「結構性存款確認書」），其中將載明結構性存款的詳情，並且我們將有權於發行日期或我們確定的其他日期從帳戶中釋放存入金額並按照結構性存款條款書（「結構性存款文件」）和結構性存款確認書中所載的條款將其用於投資結構性存款。如果結構性存款確認書和結構性存款文件中關於結構性存款條款的規定不一致，應以結構性存款確認書為準。
- Upon the expiration of the Placement Period and after we determine that the Placement is completed, we will issue a confirmation sheet of the Structured Deposit ("Structured Deposit Confirmation Sheet") to you which sets out the particulars of the Structured Deposit and we will be entitled to uplift the Deposited Sum from the Account on the launch date or such other date as determined by us to invest the same in the Structured Deposit upon and subject to the terms set out in the termsheet in respect of the Structured Deposit ("Structured Deposit Documentation") and the Structured Deposit Confirmation Sheet. In the event of any inconsistency between the provisions in the Structured Deposit Confirmation Sheet and the Structured Deposit Documentation in respect of the terms of the Structured Deposit, the Structured Deposit Confirmation Sheet shall prevail.
- 5.7. 如果我們確定存放未完成並且不會在存放期到期後發行結構性存款，或者，如果我們另行確定我們不接受閣下投資於結構性存款的指示，我們會向閣下發出通知，並會向閣下解付存入金額連同按照我們確定的利率計算的應計利息（計息期為閣下向我們發出投資於結構性存款的指示之日起至結構性存款估值之日），或按照我們不時確定的其他利率和其他計息期計算利息。我們不承擔由此引起的或與之相關的任何義務或責任。
- If we determine that the Placement is not completed and the Structured Deposit shall not be launched after expiration of the Placement Period or if we otherwise determine that we will not accept the Instruction to invest in the Structured Deposit, we shall notify you and release the Deposited Sum to you together with the accrued interest calculated at such rate for the period commencing from the date on which Instruction is given to us to invest in a Structured Deposit to the valuation date of the Structured Deposit, or at any other rates and for any other interest calculation period as may be determined by us from time to time. We shall have no obligation or liability whatsoever arising from or in connection therewith.

- 5.8. 在結構性存款到期日之前，閣下不得提取閣下在結構性存款中享有的任何權益，不得在該等權益之上設置任何產權負擔，不得轉讓也不得另行處分該等權益。
You shall not, prior to the maturity date of the Structured Deposit, withdraw, create any encumbrance on, transfer or otherwise dispose of your interest of and in the Structured Deposit.
- 5.9. 在適用規範允許的範圍內，閣下應就因閣下違反上文第 5.4、5.5 和 5.8 條或與之相關而導致我們蒙受或遭受的一切損失和損害向我們作出彌償並確保我們免受損害。
To the extent permitted by all Applicable Regulations, you shall indemnify and keep us indemnified from and against all loss and damage suffered or sustained by us arising out of or in connection with your breach of the preceding Clauses 5.4., 5.5 and 5.8.
- 5.10. 除結構性存款確認書或結構性存款文件（視乎情況而定）中特別明確規定允許提前終止的那些結構性存款外，閣下同意不會在到期日前終止結構性存款。除非我們根據我們依我們裁量確定的條款與條件另行作出決定，否則，不允許閣下在到期日前提前終止結構性存款。閣下同意並認知，在該等提前終止後收到的總金額，可能比所投資的本金金額少很多。閣下認知，我們或台新集團成員可以就結構性存款訂立對沖交易或其他安排。如果結構性存款在到期日前提前終止，我們應有權從結構性存款本金金額中扣除我們或台新集團成員因履行該等相關對沖交易或其他安排而產生的任何費用、損失和損害。我們還有權從本應支付給閣下的結構性存款對應總金額中扣除相當於該等提前終止產生的手續費和額外費用的一筆金額。
Except for those Structured Deposits with specific express provision in the Structured Deposit Confirmation Sheet or the Structured Deposit Documentation (as the case may be) that allow for early termination, you agree not to terminate the Structured Deposit prior to the maturity date. Early termination of the Structured Deposit by you prior to the maturity date shall not be allowed unless otherwise determined by us upon and subject to such terms and conditions as we shall in our absolute discretion determine. You agree and acknowledge that the total sum received upon such early termination may be substantially less than the principal amount invested. You acknowledge that we or Taishin Group Members may enter into hedging transactions or other arrangements relating to a Structured Deposit. In the case of early termination before the maturity date, we shall be entitled to deduct any costs, losses and damages which are incurred by us or Taishin Group Members in discharging any such related hedging or other arrangement from the principal amount of the Structured Deposit. We shall also be entitled to deduct a sum representing handling charges and additional costs incidental to the termination from the total sum in respect of the Structured Deposit which would otherwise be payable to you.
- 5.11. 我們可依我們裁量在到期日前解除或另行終止結構性存款或其任何部分，並且（在扣除我們最終確定應當扣除的相關終止費後或在增加我們最終確定應當增加的該等部分回報或贖回金額後，該等扣除或增加可能導致數字低於結構性存款的原始本金金額）這樣做是為了保護我們合併帳戶或抵銷的權利、保護任何擔保權益或保護我們之權益而必要或合理的。
We shall have the discretion to uplift or otherwise terminate a Structured Deposit or any part thereof prior to the maturity date, and (subject to the deduction of such break costs or the addition of such proportion of the return or redemption amount, as we shall conclusively determine to be deductible or to have accrued, which may result in a figure less than the original principal amount of the Structured Deposit), that this is necessary or appropriate to protect our right to combine accounts or set off, or any security interest, or to protect our interests.
- 5.12. 我們和閣下同意並認知，如果結構性存款因任何原因在到期日前終止，結構性存款的任何相關投資（包括與之相關的任何衍生工具）應與結構性存款同時終止。
We and you agree and acknowledge that if the Structured Deposit is terminated prior to the maturity date for whatsoever reason, any underlying investment of the Structured Deposit including any of the derivative instruments in respect thereof shall at the same time be terminated together with the Structured Deposit.
- 5.13. 除非我們另行同意，否則我們應按照結構性存款文件中所載的條款計算和結算結構性存款的收益。
Unless otherwise agreed by us, we shall calculate and settle the yield of the Structured Deposit in accordance with the terms set out in the Structured Deposit Documentation.
- 5.14. 閣下向我們聲明並保證：

You represent and warrant to us that the following:

- (i) 在向我們存放結構性存款之前，閣下已仔細閱讀並已充分理解：
prior to placing the Structured Deposit with us, you have carefully read and fully understood:
- (a) 與結構性存款相關的結構性存款文件（如適用）、產品規格、描述、條款與條件以及結構性存款存在的風險；
the Structured Deposit Documentation (if applicable), product specifications, descriptions, terms and conditions in relation to and the risks associated with the Structured Deposit;
- (b) 我們就結構性存款提供的風險披露聲明書；
the Risk Disclosure Statements provided by us in connection with the Structured Deposit;
- (ii) 閣下同意受到結構性存款確認書、結構性存款文件或與結構性存款相關的其他文件中所載的針對結構性存款的所有條款與條件的拘束。
you agree to be bound by all the terms and conditions in regard to the Structured Deposit set out in the Structured Deposit Confirmation Sheet, the Structured Deposit Documentation or such other documents in respect thereof.

- 5.15. 在閣下於我們其他帳戶下應付或可能應付給我們的任何其他資金結清之前，我們可隨時不經通知閣下就扣留結構性存款項下本應支付給閣下的任何金額。

We may at any time without notice to you retain any amount otherwise payable to you under the Structured Deposit pending settlement of any money payable or contingently payable by you on any other accounts with us.

- 5.16. 為計算回報或贖回金額而所需的所有利率、定盤和價值，以及與任何結構性存款相關需要確定或確立的一切其他事項，均應由我們按照現行市場慣例以合理的方式最終確定。

All rates, fixings and values required for the purposes of calculating a return or redemption amount, and all other matters to be ascertained or established in respect of any Structured Deposit, shall be as conclusively determined by us acting in a reasonable manner in accordance with prevailing market practices.

- 5.17. 任何收益、贖回金額和/或利息均應在扣除或預扣適用規範要求扣除或預扣的稅款後支付。在我們支付任何收益、贖回金額和/或利息時，我們會以其認為恰當的方式將所扣除之稅款（如適用）的具體金額告知閣下。

Any yield, redemption amount and/or interest will be paid subject to any deduction or withholding in respect of tax required to be made by Applicable Regulations. The amount of tax deducted (if applicable) will be notified to you as we consider appropriate when any return, redemption amount and/or interest is paid.

- 5.18. 閣下認知並同意，閣下將在閣下視為必要時就閣下存放或擬存放至我們的結構性存款尋求獨立、專業的意見，並且，除非我們另行同意，否則我們不會就該等結構性存款向閣下提供專業的意見或建議。

You acknowledge and agree that you will seek independent and professional advice on the Structured Deposit placed or to be placed with us when you consider necessary and, unless otherwise agreed by us, we shall not provide you with professional advices or opinions on the Structured Deposit.

- 5.19. 閣下認知，結構性存款不受香港存款保障計劃的保護。

You acknowledge that Structured Deposits are not protected by the Deposit Protection Scheme in Hong Kong.

6. 新發行申請

NEW ISSUE APPLICATION

- 6.1. 閣下應熟悉並遵守與相關新上市和/或發行有關的任何招股說明書和/或發行文件及申請表或任何其他相關文件中所載的、適用於新上市和/或發行之證券以及該等新證券之申請的所有條款與條件，並且閣下同意在閣下與我們或透過我們開展之任何該等交易中受到該等條款與條件的拘束。

You shall familiarize yourself and comply with all the terms and conditions governing Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and you agree to be bound by such terms and conditions in any such transaction you may have with or through us.

6.2. 閣下認知並理解，與申請新證券相關之適用規範和市場慣例不同時候可能會有變化。閣下承諾，將按照該等適用規範和市場慣例的規定向我們提供相關之信息、採取相關之額外措施以及作出相關之額外聲明、保證和承諾。

You recognize and understand that the Applicable Regulations and market practice in respect of application for new Securities may vary from time to time. You undertake to provide us with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such Applicable Regulations and market practice.

6.3. 當閣下請求並授權我們作為閣下之代理代表閣下申請新發行之證券時，閣下：

When you request and authorize us to apply for new issues on your behalf as your agent, you:

- (i) 授權我們及我們代理人代表閣下提出該等申請；
authorize us and our Agents to make such application on your behalf;
- (ii) 向我們作出申請證券之新上市和/或發行之申請人所需作出的一切聲明、保證和承諾（不論是向有關證券之發行人、保薦人、承銷商或配售代理作出，還是向交易所或者任何其他相關監管機構或人士作出）；
represent, warrant and undertake to us all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuers, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulators or persons);
- (iii) 向我們聲明並保證申請是僅為閣下利益而提出的，而且，我們提出之該等證券申請是而且將是為或擬為閣下利益而提出之唯一申請，閣下或閣下代表不會就該等證券提出任何其他申請；
represent and warrant to us that if the application is made solely for your benefit, such application for Securities to be made by us is and will be the only application made or intended to be made for your benefit, and no other application for such Securities will be made by you or on your behalf;
- (iv) 向我們聲明並保證，如果閣下作為其他人的代理提出申請，則不論是作為該人之代理的閣下、該人自己還是其他人作為該人之代理，均不會就該等證券提出任何其他申請；
represent and warrant to us that if the application is made by you as agent for the account of another person, no other application is being made by you as agent for or on behalf of that person or by that person or by any other person as agent for that person;
- (v) 認知並確認，如果一家未上市公司提出申請（該未上市公司除股票交易外不開展任何其他業務且閣下對該公司有控制權），該申請應被視為閣下利益提出的申請；
acknowledge and confirm that, if an application is made by an unlisted company that does not carry on any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit;
- (vi) 向我們聲明並保證，該等申請項下的申請人完全有權提出該等申請並持有所申請之證券，並且不會因該等申請的提出或獲批而導致違反適用規範或全球任何地方的任何其他規定；及
represent and warrant to us that the applicants under such applications are fully entitled to make such applications and hold Securities applied for and no breach of any Applicable Regulation or other requirement in any part of the world will arise or result from the making or approval of any such applications; and
- (vii) 授權我們及我們的代理人向相關交易所和/或相關證券之發行人披露並作出本第 6 條中的以上聲明、保證和承諾，且該交易所和/或發行人有權信賴該等聲明、保證和承諾。

authorize us and our Agents to disclose, represent and warrant the foregoing representations, warranties and undertaking in this Clause 6 to the relevant Exchange and/or the issuer of the relevant Securities who shall be entitled to place reliance on the same.

- 6.4. 閣下同意，對於因本第 6 條中任何保證遭到違反或因不當作出任何授權而引起的任何合理損失、損害、索賠、責任、費用或支出，閣下將全額彌償我們及所有受償人並確保其免受損害。
- You agree to indemnify and hold harmless our bank and all Indemnified Persons in full against any and all reasonable losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of the warranties given in this Clause 6 or any authorization being incorrectly given.

7. 關於投資產品的保證金服務和其他擔保品安排

MARGIN SERVICES AND OTHER COLLATERAL ARRANGEMENTS IN RESPECT OF INVESTMENT PRODUCTS

- 7.1. 在我們同意的情况下，我們將按照相關協議中所載的規定以及我們確定的所有其他條款透過保證金帳戶向閣下提供保證金融通。
- If we so agree, we will extend a Margin Facility to you through the margin account in accordance with the provisions set out in the Agreement and all other terms as determined by us.
- 7.2. 閣下同意，在承作任何保證金融通前，閣下應維持保證金並應在我們規定之期限（如有）內先以現金保證金和/或我們不時能接受之流動金融資產和/或其他經我們同意之方式，向我們提供初始、額外和/或補充保證金或持倉保證金，以供作擔保品。要求之保證金數額，可能依保證金融通之類別而有不同，其數額係不時專依我們裁量加以決定並變更、並向閣下告知。
- You agree to maintain margin and shall pay the margin by way of initial, additional and/or supplemental margin or maintenance margin as Collateral in the form of cash deposits and/or liquid financial assets acceptable to us from time to time and/or otherwise as agreed with us before entering into any Margin Facility, and within the time limit (if any) as specified by us. The required margin may vary with each type of Margin Facility and the amount may be determined and varied by us from time to time in its absolute discretion and advised to you from time to time.
- 7.3. 閣下特此授權並指示我們得不待事先告知閣下，逕行自閣下於本行使用之任何帳戶現有資金及/或資產（如有）中，動撥專依我們裁量認為適當之幣種之金額及/或資產，作為初始、額外及/或補充保證金或持倉保證金（視乎情況而定）。
- You hereby authorize and direct us, without prior notice to you, to allocate from your existing funds and/or assets in any of your Account maintained with us (if any) such amount of such currency and/or assets as we may from time to time in its absolute discretion think fit as initial additional and/or supplemental margin or maintenance margin, as the case may be.
- 7.4. 閣下提供之保證金，可能因不同因素發生低於我們要求金額之情形，例如未清償交易之時價估算所致帳面損失、或交易結清所生損失、或擔保品價值減少等。閣下有義務自行監控並確保供予我們之保證金隨時充足。
- The margin cover provided by you may fall below the amount required by us due to various reasons such as book losses arising from mark-to-market valuation of outstanding transactions, or losses arising from closed-out transactions, or a fall in the value of the Collateral. You are obliged to monitor and ensure the margin cover with us is sufficient at all times.
- 7.5. 以不影響下文第7.8條之一般性規定為前提，若閣下未能或疏於按照相關協議或在我們要求時支付初始、額外和/或補充保證金或持倉保證金，我們應有權（但無義務）結清閣下部分或全部倉位和交易並採取我們認為適當之任何其他行動，無須事前告知閣下亦無須事前取得閣下同意，包括以下行動：
- Without prejudice to the generality of Clause 7.8 below, if you fail or omit to pay initial margin, additional and/or supplemental margin or maintenance margin in accordance with the Agreement or upon our request, we shall be entitled (but not obliged to) close out some or all of your positions and transactions, and take any other action as we may deem appropriate without prior notice to you and without your prior consent, including:
- (i) 臨時通知閣下，要求閣下提供我們專依我們裁量決定之額外擔保品。此等額外擔保品之金額，可能為數甚高，且可能超過閣下承諾提供之原始保證金金額；

calling upon you at short notice to provide such additional Collateral as is determined by us in our sole discretion. This amount may be substantial and may exceed the amount originally committed as initial margin;

- (ii) 在我們認定之必要範圍內，將擔保品之一部分或全部加以變現，藉以滿足閣下之責任，無須事前告知閣下或擔保品提供方，亦無須取得閣下或擔保品提供方之進一步同意；及/或 realizing such part or all of the Collateral as we deem necessary to satisfy your liabilities to us without further notice to or consent you or the Collateral Provider; and/or
- (iii) 以我們專依我們裁量認為適當之時點、手段或方式，結清、清算、抵銷（不論其任何部分是否已經屆期）、變現、或以其他方式處理未清償交易之一部分或全部（不論是否可能因而發生額外損失），無須進一步告知閣下、亦無須取得閣下同意。任何交易結清發生損失，且該等損失之金額，超過擔保品總價值扣除閣下向我們（不論已發生或尚待條件成就）積欠之其他債務後之金額者，任何此等短缺悉由閣下負擔。 closing out, liquidating, setting off (notwithstanding that any of the same has not yet matured), realizing or otherwise dealing with any or all outstanding transactions (whether or not any additional loss may thereby arise) at such time and by such means or in such manner as we in our sole discretion think appropriate without further notice to or consent from you. In the event any transactions are liquidated at a loss and the loss exceeds the aggregate Collateral value less other liabilities due from you to us (whether actual or contingent), you will be liable for any shortfall.

閣下未能滿足相關協議項下之保證金要求，可構成違約事件。

Your failure to meet margin requirements under the Agreement could constitute an Event of Default.

- 7.6. 閣下在相關協議項下應付給我們的所有保證金和其他付款，應以清算資金付至我們不時規定的帳戶。若按照適用規範閣下需要就稅款等進行扣除或預扣，閣下有責任向我們支付一定的款項，以確保我們收到的淨額與若不要求該等扣除或預扣的話我們本應收到的全額相當。

All margins and other payments due by you to us under the Agreement shall be made in cleared funds and to such account(s) as we may from time to time specify. If you are required under Applicable Regulations to make any deduction or withholding in respect of taxes or otherwise, then you will be liable to pay such sum to us which will result in us receiving a net amount equivalent to the full amount which would have been received had no such deduction or withholding been required.

- 7.7. 不論任何保證金融通的規定如何，我們應有權依我們裁量不時修訂保證金要求。按照我們決定授予閣下之保證金融通的最高數額，以我們維持之擔保品（包括保證金）的市場價值之一定比例為準，具體比例由我們不時依我們裁量確定。我們之前的保證金要求不得被作為先例參照。一旦對保證金要求的修訂生效，修訂後的保證金要求即應適用於現有倉位及新倉位，並且閣下應按我們不時要求提供額外擔保品，以滿足我們現行之保證金要求。

Notwithstanding the provision of any Margin Facility, we shall be entitled to revise margin requirements from time to time in our absolute discretion. The Margin Facility to be granted to you subject to the determination of us shall be in a maximum amount which is determined based on a percentage of the market value of the Collateral (including margin) maintained with us as may be determined by us in our absolute discretion from time to time. No previous margin requirements of us shall be regarded as a precedent. Once any changes to the margin requirements become effective, the revised requirements shall apply to existing positions as well as new positions, and you shall provide additional Collateral as required by us from time to time to satisfy our prevailing margin requirements.

- 7.8. 閣下在相關協議項下應付給我們的任何款項，可以從我們持有的閣下資產中扣除，我們可以針對閣下所有或部分資產（包括保證金、抵押資產和安全托管資產）追索並可以出售、變現或處分該等資產，以變現收益用來支付該等款項。

Any sum due to us from you under the Agreement may be deducted from any of your assets held with us and we may have recourse against and sell, realize or dispose of any or all of your assets (including margin, charged assets and safe custody assets) in order to realize proceeds which may be applied in the payment of such sum.

- 7.9. 針對閣下存入我們的或我們代表閣下購買或取得的以及我們為閣下持有保管的所有投資產品，閣下授權我們按照適用規範將該等投資產品登記在我們代名人名下或登記在閣下名下，或將其存入我們或我們之代名人的銀行或提供投資產品保管設施的其他機構的指定帳戶中保管。
- You authorize us, in respect of all Investment Products deposited by you with us or purchased or acquired by us on your behalf, and held by us for safe keeping, to register the same in the name of our nominee or in your name, or deposit in safe custody in a designated account of us or our nominee's banker or with other institution which provides facilities for the safe custody of Investment Products in accordance with Applicable Regulations.
- 7.10. 我們、任何代名人、銀行或機構根據前述第7.9條持有的任何投資產品，所涉風險由閣下自行承擔，我們以及相關代名人、銀行或機構無義務就任何類型的風險為任何投資產品投保保險，此義務應由閣下自行承擔。
- Any Investment Products held by us, any nominee, banker or institution pursuant to the preceding Clause 7.9 shall be at your sole risk and **we and the relevant nominee, banker and institution shall be under no obligation to insure any Investment Products against any kind of risk, which obligation shall be your sole responsibility.**
- 7.11. 如果我們代閣下持有的任何投資產品未登記在閣下名下，而該投資產品已應計任何股息或其他分配或收益，我們應該等股息或收益的一定比例貸記入帳戶（或按照與我們之約定支付給閣下），該比例應與我們代閣下持有的該投資產品在我們持有的該投資產品之總數量或總數額（包括我們為我們其他客戶持有的那些）中所佔的比例相當。
- If any Investment Products held by us on your behalf are not registered in your name, and any dividends or other distributions or benefits accrue in respect of such Investment Products, the Account shall be credited (or payment will be made to you as may be agreed with us) with the proportion of such distribution or benefit which is equivalent to the proportion of Investment Products held by us on your behalf out of the total number or amount of such Investment Products held by us including those held for our other customers.
- 7.12. 如果我們蒙受了與我們代閣下持有但未登記在閣下名下的任何投資產品相關的損失，我們將在閣下帳戶中借記該等損失的一定比例，該比例應與我們代閣下持有的該投資產品在我們持有的該投資產品之總數量或總數額（包括我們為我們其他客戶持有的那些）中所佔的比例相當。
- If we suffer loss in relation to any Investment Products held by us on your behalf but which are not registered in your name, your Account may be debited with the proportion of such loss which is equivalent to the proportion of Investment Products held by us on your behalf out of the total number or amount of such Investment Products held by us including those held for our other customers.
- 7.13. 以遵守所有適用規範和市場慣例以及不影響相關協議中任何一般性規定為前提，我們獲授權為清償閣下或代表閣下欠我們、任何台新集團成員或第三方的任何負債而處分我們持有的閣下任何投資產品（包括證券）或發起由任何台新集團成員進行的處分，並且我們可專依我們裁量確定處分哪些投資產品、處分的時點以及處分的條款與條件。
- Subject to all Applicable Regulations and market practice and without prejudice to the generality of any provisions in the Agreement, we are authorized to dispose of or initiate a disposal by a Taishin Group Member any of your Investment Products (including Securities) held by us and we shall have absolute discretion to determine which, the timing of which and the terms and conditions under which Investment Products are to be disposed in settlement of any liability owed by or on behalf of you to us, any Taishin Group Member or third person.
- 7.14. 以遵守所有適用規範和市場慣例以及不影響相關協議中任何一般性規定為前提，我們獲授權為清償以下各項而處分我們持有的閣下任何投資產品（包括證券）或發起由任何台新集團成員進行的處分，並且我們可專依我們裁量確定處分哪些投資產品、處分的時點以及處分的條款與條件：
- Subject to all Applicable Regulations and market practice and without prejudice to the generality of any provisions in the Agreement, we are authorized to dispose of or initiate a disposal by a Taishin Group Member, any of your Investment Products (including Securities) held by us and we shall have absolute discretion to determine which, the timing of which and the terms and conditions under which such Investment Products are to be disposed of in settlement of the following:
- (i) 閣下維持保證金的義務；或

your obligation to maintain the margin; or

- (ii) 閣下關於償還或清償我們提供之保證金融通的未償義務；或
your outstanding obligation to repay or discharge the Margin Facility provided by us; or
- (iii) 閣下關於結算某一交易（閣下已提供該交易的擔保品）的未償義務；或
your outstanding obligation to settle a transaction in relation to which Collateral has been provided by you; or
- (iv) 閣下在交易投資產品方面欠我們的任何負債（即在我們已處分被指定作為擔保品的、用作相關債務之擔保的所有其他資產後仍未償的負債）。
any liability you owed to us for dealing in Investment Products which remains after we have disposed of all other assets designated as Collateral for securing the settlement of that liability.

7.15. 我們關於將我們代閣下購買或取得的投資產品交付、保管持有或另行持有或將其登記在閣下名下的義務，應透過以下方式履行：將與原來存入我們、劃至我們或我們代閣下取得的那些投資產品在類別、面額和名義金額方面均相同且具有相同地位的投資產品交付、持有或登記在閣下名下（但須始終受制於在此期間可能發生的任何資本重組）；並且，我們無義務交付或歸還與該等投資產品在數量、類別、面額、名義金額和附帶權利方面均相同的投資產品。

Our obligations to deliver, to hold in safe custody or otherwise or to register in your name, Investment Products we purchased or acquired on your behalf shall be satisfied by the delivery, the holding or registration in your name of Investment Products of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by us on your behalf (subject always to any capital reorganization which may have occurred in the meantime) and we shall not be bound to deliver or return Investment Products which are identical to such Investment Products in terms of number, class, denomination, nominal amount and rights attached thereto.

8. 投資諮詢服務

INVESTMENT ADVISORY SERVICES

8.1. 我們可以按照相關協議的條款與條件向閣下提供以下方面的投資諮詢服務：

We may provide investment advisory Services to you in relation to the following subject to and upon the terms and conditions of the Agreement:

- (i) 不時存入帳戶或在帳戶中持有的、我們接受提供諮詢服務的投資產品；
Investment Products from time to time deposited into or held in the Account, which are accepted by us for advisory Services;
- (ii) 不時存入帳戶或在帳戶中持有的、我們接受提供諮詢服務的所有資金；及
all monies from time to time deposited into or held in the Account and accepted by us for advisory Services;
and
- (iii) 帳戶中持有的、我們接受提供諮詢服務的投資產品所產生的所有資金。
all monies arising from Investment Products held in the Account and accepted by us for advisory Services,

(統稱「投資組合」)。

(collectively the "Portfolio").

8.2. 我們可專依我們裁量確定是否提供任何服務（包括投資諮詢服務）以及服務的範圍。

We have the absolute discretion to determine whether or not to provide any Services (including investment advisory Services) and also the scope of such Services.

8.3. 閣下授權我們採取以下所有或任何行動（前提是我們同意）：

You authorize us to do all or any of the following subject to the agreement by us:

- (i) 作為閣下之代理代表閣下並以閣下名義，按照閣下之指示在非全權的基礎上將投資組合中包含的資金進行投資、購買並認購投資產品以及交換、出售和處分或另行處理投資組合中包含的投資產品；及
to act as your agent and on your behalf and in your name, to invest the monies comprised in the Portfolio, to purchase and subscribe for Investment Products, and to exchange, sell and dispose of or otherwise deal with Investment Products comprised in the Portfolio, on a non-discretionary basis and in accordance with your Instructions; and
- (ii) 提供閣下不時與我們約定的任何其他服務。
to provide such other Services as you may agree with us from time to time.

8.4. 我們可不時向閣下提供與投資產品相關的信息和文件，包括市場信息和數據、市場觀點、研究產品、投資理念和投資機會等。取決於該等信息和文件的性質以及其使用的背景，該等信息和文件的內容在編制時可能考慮到也可能未考慮到閣下個人的具體情形。在任何情況下，閣下均可以依閣下自由裁量全部或部分地接受或拒絕該等信息和文件。

We may from time to time provide you with information and documents in respect of the Investment Products including market information and data, market views, research products, investment ideas and investment opportunities. Depending on the nature of such information and documents and the context in which they are used, the content of such information and documents may or may not be prepared having regard to your personal circumstances. In all cases, you may accept or reject, in whole or in part, such information and documents at your absolute discretion.

8.5. 以不影響閣下在相關協議其他條款中作出的聲明、保證和確認為前提並作為該等聲明、保證和確認的補充，閣下特此進一步聲明、保證並承諾：

Without prejudice and in addition to representations, warranties and acknowledgments in the other provisions given by you in the Agreement, you hereby further represent and warrant and undertake the following:

- (i) 閣下在投資產品以及金融、稅務和所有其他相關事項的承作方面擁有充分的知識和經驗，並且閣下有能力和評估我們提供的關於投資產品的任何信息和文件、閣下指示我們承作之交易的監管處理以及相關的法律和商業條款與條件及風險承擔；
you have sufficient knowledge and experience relating to the Investment Products and understanding of financial, tax and all other related matters and you are capable of evaluating any information and documents provided by us in respect the Investment Products, the regulatory treatments of transactions which you instruct us to enter into and the relevant legal and commercial terms and conditions and risk exposures;
- (ii) 閣下有能力和考慮了相關交易和投資產品的性質、特色、重要條款與條件和風險後就投資產品作出決定，並有能力在考慮了閣下投資目標、策略、財政狀況、投資知識和經驗及其他投資背景後評估相關交易和投資產品的適當性；
you have the capability to make decisions in respect of Investment Products having regard to the nature, features, material terms and conditions and risks of such transactions and Investment Products and assess the suitability of such transactions and Investment Products having regard to your investment objectives, strategies, financial position, investment knowledge and experience and other investment background;
- (iii) 閣下擁有開展相關交易和投資於投資產品的財務資源，並且閣下願意承擔該等交易和投資產品所涉及的風險和損失；及
you have the financial resources and you are willing to absorb the risks and bear any loss that may be associated with the transactions and the Investment Products; and
- (iv) 閣下擁有充分的權力和授權聘請我們提供服務。
you have full power and authority to engage us in providing the Services.

8.6. 閣下進一步向我們聲明、保證並承諾，閣下提供給我們的任何信息均為真實、完整、準確、最新的，且閣下同意提供我們為向閣下提供服務而要求的或適用規範項下要求的任何進一步信息。

You further represent and warrant to and undertake with us that any information which you have provided to us is true, complete, accurate and updated and you agree to provide any further information requested by us in the provision of the Services or required under Applicable Regulations.

8.7. 閣下聲明並確認 (該等聲明和確認應由閣下於交易根據相關協議承作之每一日重複作出) :

You represent and acknowledge (which representations and acknowledgements shall be repeated by you on each date, on which transaction is entered into under the Agreement) the following:

- (i) (除非我們另行特別同意) 我們不對投資組合進行持續不斷地管理、監控或監督，閣下應自行負責持續不斷地管理、監控或監督投資組合。我們並無授權針對在非全權的基礎上提供給閣下的服務代閣下作出任何投資決定；
(unless otherwise specifically agreed by us) the Portfolio is not managed, monitored or supervised by us on an on-going basis, and that it is your sole responsibility to manage, supervise and monitor the Portfolio on an on-going basis. We have no authority to make any investment decisions on your behalf for the Services provided to you on a non-discretionary basis;
- (ii) 閣下是在審查並審核了閣下認為具有相關性的、有關投資產品和交易的信息後並在考慮了該投資產品和交易的適當性之後，自行決定為閣下自身利益並在自行承擔相關風險的前提下購買或出售任何投資產品、開展該指示所對應的交易或採取與投資產品相關的任何行動的；
you have made your own decision, for your sole account and at your own risk, to purchase or sell any Investment Products or engage in transactions subject to such Instruction or to take any action in respect of Investment Products, after having examined and reviewed such information relating to the Investment Product and transaction as you consider relevant and taking into consideration of the suitability of the Investment Product and transaction;
- (iii) 除非適用規範另行要求，我們無義務更新或審核我們提供給閣下的與投資產品相關的任何信息或文件。在我們編制或向閣下提供任何信息和文件之後發生的事件可能會影響該等信息和文件的及時性、恰當性和合適性，並且我們不保證投資產品的績效表現以及相關交易的結果；及
unless otherwise required by Applicable Regulations, we are not obliged to update or review any of the information or documents in respect of Investment Products which may have been provided by us to you. Events which occur subsequent to the preparation or provision of any information and documents by us to you may prejudice their timeliness, appropriateness and suitability and that there is no warranty or guarantee on the performance of the Investment Products and the results of the transactions; and
- (iv) 閣下理解投資產品涉及的風險，包括風險披露聲明書。
you understand the risks of the Investment Products including the Risk Disclosure Statements.

8.8. 受限於第2.4條，並在不違背我們在《證券及期貨事務監察委員會持牌人或註冊人操守準則》或其他適用規範項下之義務的前提下，我們以及我們任何受僱人對任何機會損失 (投資組合的價值本可以借此機會增加)、投資組合價值的下降、事實或判斷錯誤或法律錯誤引起的任何損失或投資組合投資所引起的任何損失、實施相關協議期間的任何作為或不作為概不承擔任何責任 (在履行我們於本條款與條件項下之職責過程中的詐騙、故意違約或嚴重疏忽除外)。

Subject to Clause 2.4 and to the extent not inconsistent with the obligations of us under the Code of Conduct for Persons Licensed or Registered with the SFC or any Applicable Regulations, neither we nor any of our Indemnified Persons shall be liable for any loss of opportunity whereby the value of the Portfolio could have been increased, any decline in the value of the Portfolio, any error of fact or judgment or mistake of law or for any loss arising out of any of the investments of the Portfolio or for any act or omission in the execution of the Agreement, save for fraud, willful default or gross negligence in the performance of our duties hereunder.

9. 保管服務

CUSTODY SERVICE

- 9.1. 閣下授權我們以保管方式持有任何交付我們或由我們收取之任何投資產品，並且，閣下應承擔每一受償人因為閣下持有之投資產品所發生或被評定之任何稅捐、收費、費用及評稅額，並就此等稅捐、收費、費用及評稅額向該等受償人作出彌償；另外，我們有權自帳戶中收取所有此等稅捐、合理收費、費用或評稅額，而無須事前向閣下通知，而且此種做法並不影響我們得就此等稅捐、收費、費用及評稅額進行追索之任何其他權利。

You authorize us to hold in custody any Investment Product delivered to or collected by us, and you shall be responsible for and indemnify each Indemnified Person against all taxes, charges, expenses and assessments incurred by or assessed against the Indemnified Person in connection with such Investment Product held for you, and without limiting any other rights which we may have to effect recovery of the same we are authorized to charge the Account with all such taxes, reasonable charges, expenses or assessments without prior notice to you.

- 9.2. 閣下同意並授權我們得為遵循相關市場之權益披露規則、稅捐申報規範或者任何適用規範項下之要求之目的，在我們所指定之保管人或代理處開立並操作一個或多個分離或指定保管帳戶。閣下還同意支付不時告知閣下的、與該等帳戶之操作相關的我們的費用，包括保管人或代理向我們所收取之實付費用。

You agree and authorize us to open and operate segregated or designated custody account(s) with our appointed custodian or agent for the purpose of meeting the disclosure of interest rules on the relevant markets, tax reporting requirements or requirements under any Applicable Regulations. You also agree to pay our fees, including out-of-pocket expenses as imposed by the custodian or agent in relation to the operation of such account(s) as may be notified to you from time to time.

- 9.3. 我們有權就所提供之保管服務向閣下收取費用，並得收取因所持有之任何投資產品而指派之任何次保管人、結算機構或存託人所收之費用。

We shall be entitled to charge you for the provision of custodial Services, together with the fees of any sub-custodian, clearing agency, depository appointed or other Agents in respect or any Investment Product held.

- 9.4. 我們以合理方式保管置於帳戶之任何投資產品，且將依閣下之指示，盡力收取任何此等持有之投資產品所生之所得，並在受限於相關協議之其他規定的前提下，依閣下之指示給付此等所得。置於帳戶之投資產品，其風險應悉由閣下負擔；並且，我們不對任何損失或申索承擔任何責任，而不論此等損失或申索發生之原因，除非此等損失或申索係因我們或我們的僱員、代理人或受僱人之詐騙、嚴重疏忽或故意不當行為直接導致。我們向閣下提供保管服務並不使我們成為受託人，除相關協議中明確規定者之外，我們不就保管帳戶中持有之資產承擔任何信託或其他義務。

We will provide reasonable safekeeping for any Investment Product held in an Account and will endeavor to collect and, subject to the other provisions of the Agreement, pay out the income derived from any such Investment Product held in accordance with your Instructions. Investment Products held in the Account shall be held at your sole risk and **we shall not be liable for any loss or claim however the same may arise unless directly occasioned by the fraud, gross negligence or willful misconduct of us or our employees, agents or servants. The provision of custodial Services by us to you does not constitute us a trustee and we shall have no trust or other obligations in respect of the assets held in the Custody Account other than those expressly provided in this Agreement.**

- 9.5. 我們有權（但無義務）將任何投資產品或使任何投資產品與我們持有之其他資產進行匯集，除非因資產之性質或任何特別協議而無法進行此等匯集，或者適用規範項下另有要求。在匯集之情形下，閣下之權利、義務與風險應依我們代其持有之資產在此等匯集資產中所佔之份額按比例計算。

Unless prevented by the nature of the assets or any special agreement or unless otherwise required under Applicable Regulations, we are authorized (but not obliged) to pool any Investment Product, or cause them to be pooled, with other assets held by us. In these circumstances, the rights, obligations and risks of you shall be proportional to your share of the assets so held by us on your behalf.

- 9.6. 若我們為閣下之利益不時收取任何零碎股份、認購權、權証、權証期權或類似權利，我們得以合理可得之最佳價格將其賣出並就出售所得記入閣下帳戶之貸項，或者以我們確定之其他方式予以處置。在適用規範允許之最大範圍內及不違背適用規範之前提下，我們不對因任何此等出售之時機、或因任何因素使得難以依合理價格進行此等出售、或因任何因素使得無法進行此等出售所致之任何利潤損失或減少承擔任何責任。

Where any fractional shares, subscription rights, warrants, warrant options or similar rights are received from time to time for

your benefit, then unless otherwise instructed by you by reasonable prior notice, we may sell the same at the best price reasonably obtainable and credit the sales proceeds into your Account or deal in other manner as we determine. **To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we shall not be liable for any loss or diminution of profit occasioned by the timing of any such sale, or any factors which render it impracticable to carry out such sale at a reasonable price or at all.**

- 9.7. 我們得依我們裁量，將置於帳戶之投資產品登記於我們名下，或者登記於經我們指定而持有此等投資產品之我們的代名人或任何投資產品存託機構或其他人之名下。我們得依據香港之適用規範與結算機構或其他存託機構訂立受任人和次保管合約書，或依訂立此等代名人和次保管合約書所在地國家之適用規範而為之。閣下於茲指派我們作為閣下之代理人，為閣下訂立此等合約書，並為閣下簽署任何必要文件，以使受之約束之投資產品妥適登記於如此指定之該等代名人、次保管人或其他人名下。在適用規範允許之最大範圍內及不違背適用規範之前提下，我們不對該等保管人、代名人、所指定之其他人、投資產品存託機構或結算機構之任何行為或不行為承擔任何責任。

We may at our discretion register any and all Investment Products held in the Account in our name or in the name of our nominees or any Investment Product depository or such other person as we may direct in which such Investment Product may be held. We may enter into nominee and sub-custodial agreements in accordance with the Applicable Regulations in Hong Kong or the country in which such nominee and sub-custodial arrangements are made with either clearing agencies or other depository institutions. We are hereby appointed as your agent for the purpose of entering into such agreements and executing on your behalf any necessary documents to cause the Investment Products subject thereto to be registered as appropriate, in the name of such nominee, sub-custodian or other person so appointed. **To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we shall not be liable or responsible for any act or omission of such custodian, nominee, other appointed person, Investment Product depository or clearing agency.**

- 9.8. 除非適用規範另有要求，否則，關於閣下委由我們保管之任何投資產品，我們不就其股東會或債券持有人或單位持有人會議向閣下負通知之責。在受限於適用規範之前提下，我們固然將盡力向閣下轉達相關通訊並將盡力依閣下指示做成回應；然而，對就因保管服務而持有之任何投資產品所作出之任何此等通訊或要約而言，我們不負任何予以監控或採取相應措施之責任；並且，即使我們向閣下或自閣下傳送通訊發生任何遲誤、或不慎未能或無法轉達任何此等通訊者，我們亦不對由任何此等事由直接或間接肇致之任何種類的損失承擔任何責任。除另有明示同意者外，我們沒有義務代表閣下以股東、債券持有人或單位持有人之身份或者以任何其他身份行使附隨於所保管之投資產品之投票權；尤其是，我們沒有義務要求閣下下達投票指示。

Unless otherwise required by Applicable Regulations, we are not bound to inform you of shareholders, bondholders or unitholders meetings of any Investment Product of which is entrusted by you to us for safekeeping. Subject to Applicable Regulations, while we will endeavor to forward relevant communications to you, and to respond in accordance with your Instructions, we shall have no responsibility to monitor or act upon any such communications or offers made in respect of any Investment Product held as part of the custodial Services, and we shall have no liability for any loss of any kind arising directly or indirectly in consequence of any delayed transmission of communications to or from you or for any inadvertent failure or inability to forward any such communication. Unless expressly agreed otherwise, we will not be obliged to on behalf of you as shareholder, bondholder or unitholder or in any other capacity exercise voting rights attached to the Investment Products held in safe custody and, in particular, we are not obliged to request voting instructions from you.

- 9.9. 不論相關協議有何其他規定，閣下認可，如果為閣下持有投資產品所在司法管轄區之法律要求於刑事調查或其他調查程序中披露受益權人之身份，或者在適用規範項下另行要求披露此等資訊，則我們可以披露此等資訊。

Notwithstanding any other provisions in the Agreement, you accept that where Investment Products are held on the your behalf in jurisdictions where the law may require that the beneficial owner's identity be revealed in the course of criminal or other investigations or otherwise required under Applicable Regulations, we may release such information.

- 9.10. 我們可以（但無義務）就任何置於帳戶之投資產品向任何司法管轄區之相關主管機構負擔任何須付的預扣或其他稅捐；閣下應向我們彌償我們所支出之所有此等稅捐（即使此等稅捐之課徵完全係因我們保管投資產品、或就此等投資產品運用結算機構、保管人或代理人所致）。閣下應自行負責取得因避免雙重課稅條約之適用或其他事由而有權取得之任何退稅。

We may (but shall not be obliged to) account to the relevant authorities in any jurisdiction for any withholding or other taxes payable in respect of any Investment Product held in an Account and you shall indemnify us against all such taxes

(even if imposed solely as a result of our safekeeping of the Investment Product or the use of a clearing agency, custodian or agent for such Investment Product). You shall be responsible for obtaining any refunds of taxes to which it may be entitled whether by reason of the application of a double tax treaty or otherwise.

- 9.11. 如果(i) 置於帳戶內或即將轉入帳戶內之任何投資產品(i)自任何交易所下市·及/或(ii) 該等投資產品之發行人變得資不抵債或者發生資不抵債、破產或類似的程序或訴訟·及/或(iii) 該等投資產品之發行人或其他義務人違反依據該等投資產品所負之付款及/或其他義務者·則閣下同意並認知·不待事前通知閣下·亦無須閣下另行同意·但恆常受限於適用規範：

In the event that any Investment Products held or to be transferred into in an Account are or become (i) no longer listed on any Exchange and/or (ii) the issuer(s) of the Investment Product is/are insolvent and/or is/are subject to insolvency, bankruptcy or similar proceedings or actions and/or (iii) the issuer(s) of, or other obligor(s) under, the Investment Product has/have defaulted in its/their payment and/or other obligations under the Investment Product, then you agree and acknowledge that without prior notice to you or your further agreement, but subject always to Applicable Regulations:

- (i) 我們有權接受或繼續持有此等投資產品·不論該等閣下在可預見未來或已經完全無法被交易或變現；
we may accept or continue to hold such Investment Products, notwithstanding that they may not be capable of being traded or realized in the foreseeable future or at all;
- (ii) 我們所製發之任何報表或估價文件中·此等投資產品之價值將記載為無或零；
any statement of account or valuation issued by us will reflect a nil or zero value for such Investment Products;
- (iii) 我們並無義務就任何此等投資產品採取任何行動·包括在任何股東會或債券持有人會議中進行投票·就該等投資產品做成或提出任何請求或債權證明·或就任何此等投資產品以任何方式採取任何其他行動；且
we shall not be obliged to take any action in connection with any of such Investment Products, including voting at any shareholders' or bondholders' meeting, making or filing any claim or proof of debt in respect of the Investment Products, or otherwise acting in any manner in connection with any of such Investment Products; and
- (iv) 若我們專依我們裁量認為就該等投資產品採取任何行動係為閣下之最佳利益者·則我們應善盡合理努力採取該等行動·其成本及費用由閣下負擔之·其風險亦由閣下自行承擔之·且我們不就任何損失或申索負擔任何性質之責任·而不論該等損失或申索是如何產生的·除非該等損失或申索係由我們或我們的僱員、代理人或受僱人之詐騙、嚴重疏忽或故意不當行為直接造成。
if we at our sole discretion determine that it is in your best interest to take any action in connection with any of such Investment Products we shall do so on the basis of our best reasonable efforts, at your cost and expense and your sole risk but strictly without liability of any nature on our part for any loss or claim however the same may arise unless directly occasioned by the fraud, gross negligence or willful misconduct of us or our employees, agents or servants.

- 9.12. 閣下同意·我們專依我們裁量認為我們不宜或無法繼續持有該等投資產品之一或全部者·不論其理由為何·閣下將於我們請求時·立即就該等投資產品之保管做成其他安排。

You agree that if for any reason, at our sole discretion, we consider it inappropriate or impracticable for us to continue to hold the Investment Products or any of them, you will promptly make alternative arrangements for the custody upon our request.

10. 結構性產品交易

STRUCTURED PRODUCT TRANSACTION

- 10.1. 針對任何結構性產品交易·我們可以(並且在閣下要求的情況下應當)向閣下提供一份結單或概要(「結構性產品結單」)·其中將載明相關結構性產品的描述、規格、特色、細節及所有其他的詳情或相應的風險。

In relation to any of the Structured Product transaction, we may and, if so requested by you, shall make available to you a

statement or summary setting out the descriptions, the specifications, the features, the particulars and all other details relating to the relevant Structured Product or the risk associated therewith (the “**Structured Product Statement**”).

- 10.2. 茲約定並聲明，閣下將（並應被視為已）在閣下承作任何結構性產品交易前閱讀結構性產品結單（若提供給閣下）並且閣下充分理解相關結構性產品的描述、規格、特色、細節及所有其他的詳情或相應的風險。

It is hereby agreed and declared that you will and are deemed to have read the Structured Product Statement (if made available to you) prior to your entry into any Structured Product transaction and fully understand the descriptions, specifications, features, particulars and other relevant details of the Structured Product as well as the risks associated therewith.

- 10.3. 閣下認知並同意，閣下將在閣下視為合適、必要的情況下，就閣下擬交易之結構性產品或擬承作之結構性產品交易尋求獨立的專業意見，並且，除非我們另行同意，否則我們不會就該結構性產品向閣下提供專業意見，且閣下承作任何結構性產品交易的相應風險應由閣下自行承擔。

You acknowledge and agree that you will seek independent and professional advice on the Structured Product to be dealt with or the Structured Product transaction to be entered into by you where you consider fit and necessary and, unless otherwise agreed by us, we shall not provide you with professional advice on the Structured Product and you shall enter into any of the Structured Product Transaction at your own risks.

- 10.4. 閣下同意，將確保在閣下發出承作結構性產品交易的指示時閣下已在帳戶內存入充足的清算資金用於支付該結構性產品交易項下之交易價值。儘管有前述規定，我們可以（但無義務）無須進一步通知閣下就執行或實施閣下關於承作結構性產品交易之指示，即使在閣下發出該指示時閣下帳戶中並無充足的清算資金來支付交易價值。在此情況下，閣下應在閣下的指示發給我們後盡快為支付交易價值之目的將充足的清算資金存入帳戶。

You agree to ensure that, at the time you give your Instructions to enter into Structured Product transaction, you have deposited sufficient cleared funds in the Account for payment of such transaction value under the Structured Product transaction. Notwithstanding the foregoing, we may (but are not obliged to) proceed to execute or effect your Instructions to enter into the Structured Product transaction notwithstanding the fact that at the time of your Instructions, you do not have sufficient cleared funds in the Account for payment of the transaction value without further notice to you. In that event, you shall place sufficient cleared funds into the Account as soon as possible for the purpose of payment of the transaction value subsequent to your Instruction given to us.

- 10.5. 對於本條款與條件項下承作之每一結構性產品交易，我們均將以書面形式作出確認以記錄該結構性產品交易的約定條款，該確認中將載明可用於識別該結構性產品交易的相關詳情或細節（「**結構性產品交易確認**」）。結構性產品交易確認構成我們與閣下間關於該結構性產品交易之相關協議的補充並構成該相關協議之一部分。就某一特定結構性產品交易而言，如果相關的結構性產品交易確認與證明相關條款與條件的其他文件的條款之間有任何不一致，應以結構性產品交易確認的條款為準。

Each of the Structured Product transaction entered into hereunder will be confirmed in writing by us for recording the agreed terms of the Structured Product transaction and which confirmation will set out relevant details or particulars for identifying the Structured Product transaction (the “**Structured Product Trade Confirmation**”). The Structured Product Trade Confirmation constitutes a supplement to and forms an integral part of the Agreement in relation to the Structured Product transaction between us and you. In respect of a particular Structured Product transaction, in the event of any inconsistency between the provisions of the relevant Structured Product Trade Confirmation and the other documents evidencing the terms and conditions thereof, the provisions of the Structured Product Trade Confirmation shall prevail.

閣下有義務仔細審查結構性產品交易確認中載明的所有信息和詳情，並且應透過在結構性產品交易確認簽發後十(10)天內（或我們依我們裁量不時規定的其他時限內）加簽（如結構性產品交易確認特別要求加簽）相關副本並將其交還給我們對結構性產品交易確認的準確性作出確認。

You have a duty to carefully examine all information and particulars set out in the Structured Product Trade Confirmations and shall acknowledge the correctness and accuracy of the Structured Product Trade Confirmation by countersigning (if so specifically required under the Structured Product Trade Confirmation) the duplicate copies thereof and return them to us within ten (10) days of the date of issuance of the Structured Product Trade

Confirmation or such other period of time as may be specified by us from time to time in our absolute discretion.

10.6. 如果閣下未在結構性產品交易確認簽發後十(10)天內(或我們依我們裁量不時規定的其他時限內)提出任何異議,結構性產品交易確認中載明的所有信息和詳情均被視為準確的、最終的並對閣下具有拘束力。

If you do not raise any objections within ten (10) days of issuance of the Structured Product Trade Confirmations or such other period of time as may be specified by us from time to time in our absolute discretion, all information and particulars in such Structured Product Trade Confirmations are deemed correct, conclusive and binding on you.

10.7. 閣下理解並認知,閣下有義務於規定的結算日(「結構性產品結算日」)以現金或在結算時交付規定之相關資產的方式對結構性產品交易進行結算。

You understand and acknowledge that you are obliged to settle the Structured Product transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the "Structured Product Settlement Date").

10.8. 除非於結構性產品結算日針對結構性產品交易項下的贖回採取相應行動,否則結構性產品交易可能到期的情況下,應適用以下規定:

Where the Structured Product transaction may expire unless appropriate action in connection with the redemption under the Structured Product transaction is taken on the Structured Product Settlement Date, the following provisions shall apply:

(i) 閣下應自行負責熟悉所有結構性產品交易的權利和條件,且閣下有義務針對結構性產品交易項下的贖回採取相應行動;
it is your sole responsibility to familiarize yourself with the rights and terms of all of the Structured Product transaction and you are obliged to take appropriate action in connection with the redemption under the Structured Product transaction;

(ii) 若閣下未能或疏於在結構性產品結算日前至少提前三(3)個營業日向我們發出指示:
if you fail or omit to instruct us at least three (3) Business Days before the Structured Product Settlement Date:

(a) 在結構性產品交易項下的贖回屬非義務性的情況下,應不可推翻地視閣下已不可撤銷地放棄閣下對該結構性產品交易項下的贖回享有的一切權利,且我們有權按照我們視為合適、恰當的方式處理或另行處分該結構性產品交易;或

where the redemption under the Structured Product transaction is not obligatory, it shall be conclusively deemed that you have irrevocably renounced all your rights and entitlements regarding the redemption under such Structured Product transaction and we are entitled to deal with or otherwise dispose of such Structured Product transaction in the manner as we shall consider fit and appropriate; or

(b) 在結構性產品交易項下的贖回屬義務性的情況下,我們有權以我們依我們裁量確定的方式出售或轉讓帳戶內的任何投資產品或存放於我們和/或任何台新集團成員或由我們和/或任何台新集團成員持有的所有現金、資產、財產,以履行閣下的結算義務。對於因實施該等轉讓或出售或因與之或與閣下未履行本條款與條件項下之結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、索賠、法律程序以及導致我們合理招致的任何費用和支出,閣下應向受償人全額作出彌償並確保其免受損害;及

where the redemption of the Structured Product transaction is obligatory, we are entitled to sell or transfer any Investment Products in the Account or all cash, assets, property otherwise deposited with or held by us and/or any Taishin Group Member to satisfy your settlement obligations in the manner as we shall in our absolute discretion determine. You shall fully indemnify and keep the Indemnified Persons indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement

obligations hereunder; and

- (iii) 如果閣下在結構性產品結算日前至少提前三(3)個營業日向我們發出指示要求我們針對結構性產品交易項下的贖回採取相應行動，則除非在閣下發出該指示時已在我們存放充足的清算資金或恰當形式的規定之相關資產（視乎情況而定），否則我們沒有義務遵循閣下的指示進行贖回。若閣下未能滿足此項條件，上文第10.9(ii)條的規定應予以適用，如同閣下未能及時向我們發出指示。

should you instruct us at least three (3) Business Days before the Structured Product Settlement Date to take appropriate action for the redemption under the Structured Product transaction, we are not obliged to follow your instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with us when you give your instruction and, in default thereof, the provisions of the preceding Clause 10.9(ii) above shall apply as if you have failed to give us punctual instruction.

- 10.9. 如果結構性產品交易規定於結構性產品結算日以現金或於結算時交付規定之相關資產的方式對結構性產品交易進行結算，閣下向我們聲明、保證並承諾：

Where Structured Product transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Structured Product Settlement Date, you represent and warrant to and undertake with us that:

- (i) 在結構性產品交易規定於結構性產品結算日以現金進行結算的情況下，閣下應在結構性產品結算日前向我們提供充足的清算資金以使得我們可以代閣下充分履行閣下對該結構性產品交易的結算義務。若閣下未能或疏於在結構性產品結算日或之前履行閣下於本條款與條件項下的結算義務，我們有權出售或轉讓帳戶內的任何投資產品或存放於我們和/或任何台新集團成員或由我們和/或任何台新集團成員持有的任何現金、資產、財產，以履行閣下的結算義務。對於因實施該等轉讓或出售或因與之或與閣下未履行本條款與條件項下之結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、索賠、法律程序以及導致我們合理招致的任何費用和支出，閣下應向受償人全額作出彌償並確保其免受損害；及/或

where the Structured Product transaction provides for settlement in cash on the Structured Product Settlement Date, you shall make available to us sufficient cleared funds to enable us to fully satisfy on your behalf your settlement obligations in respect of the Structured Product transaction before the Structured Product Settlement Date. If you fail or omit to fulfil your settlement obligations hereunder by the Structured Product Settlement Date, we are authorized and empowered to sell or transfer any Investment Product in the Account or all cash, assets or property otherwise deposited with or held by us and/or any Taishin Group Members in satisfaction of your settlement obligations. **You shall fully indemnify and keep all Indemnified Persons indemnified from and against all losses, damages, interest, actions, demands, claims whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations; and/or**

- (ii) 在結構性產品交易規定以交付規定之相關資產的方式進行結算的情況下，閣下應以恰當形式向我們交付該規定之相關資產，或以其他方式在結構性產品結算日前對該交易進行結算。若閣下未能或疏於在結構性產品結算日或之前履行閣下的結算義務，我們有權在必要範圍內代閣下購買或取得該等資產，以履行閣下於本條款與條件項下的結算義務。對於因該等購買或取得或因與之或與閣下未履行結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、索賠、法律程序以及導致我們合理招致的任何費用和支出，閣下應向受償人全額作出彌償並確保其免受損害。我們還有權從閣下存放於我們或任何台新集團成員或由我們或任何台新集團成員持有的資產中撥取、提取和/或使用一定數額的相關資產，以使得我們可以對該結構性產品交易進行結算。

where the Structured Product transaction provides for settlement by way of delivery of the specified underlying asset, you shall deliver the specified quantity of such assets in an appropriate form to us or otherwise settle such trade before the Structured Product Settlement Date. If you fail or omit to fulfil your settlement obligations by the Structured Product Settlement Date, we are authorized and empowered to execute on your behalf the purchase or acquisition of such assets as are necessary to satisfy your settlement obligations hereunder. **You shall fully indemnify and keep all Indemnified Persons indemnified from and**

against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations. We are also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets you deposited with or held by us or any of the Taishin Group Members so as to enable us to settle the Structured Product transaction.

- 10.10. 以不影響前述規定為前提，除非我們以書面形式特別同意，否則我們沒有義務不時向閣下告知任何即將到來的結構性產品結算日或代閣下採取任何行動。
Without prejudice to the foregoing, we are not obliged to notify you of any upcoming Structured Product Settlement Date from time to time or to take any action on your behalf unless specified agreed by us in writing.
- 10.11. 在結構性產品結算日，我們應有權從帳戶中借記應就結構性產品交易支付的全部金額（包括購買價格、產生的所有費用、佣金、印花稅、稅款或稅費以及所有其他的合理支出）。
Upon the Structured Product Settlement Date, we shall be entitled to debit the entire amount payable for the Structured Product transaction (including the purchase price, all fees, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Account.
- 10.12. 扣除產生的所有經紀費、佣金、印花稅和費用以及所有其他合理支出後的結構性產品交易淨收益，應先用於（全部或部分地）支付和清償閣下在本條款與條件項下欠我們的所有負債（如有），剩餘部分（如有）應貸記到帳戶內。
The net proceeds of the Structured Product transaction after deducting all brokerage, commissions, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to us hereunder and the surplus, if any, shall be credited into the Account.
- 10.13. 閣下同意，閣下應對（且應始終對）與按照閣下指示承作的結構性產品交易相關的所有結算義務和所有其他義務負責，不論帳戶內的清算資金數額。此外，閣下同意，我們任何時候均有權在我們合理認為閣下無法或不願意（或可能無法或不願意）遵守閣下對結構性產品交易的任何結算或其他義務的情況下，沽清與我們代閣下執行的結構性產品交易相關的任何合約或協議、透過在聯交所或其他相關交易所購買相關資產對閣下的空頭部位進行平倉、透過在聯交所或其他相關交易所出售結構性產品對閣下的多頭部位進行清算或針對相關的結構性產品交易採取我們依我們裁量認為適當的任何其他行動。
You agree that you are and remain fully responsible for all settlement and all other obligations arising in connection with any of the Structured Product transactions entered into in accordance with your Instructions, regardless of the amount of cleared funds in the Account. In addition, you agree that we are at any time entitled to close out any or all contracts or agreements relating to the Structured Product transaction effected by us for and on your behalf, cover any short position of you through the purchase of the underlying assets on SEHK or other relevant Exchange or liquidate any of your long position through the sale of the Structured Products on SEHK or other relevant Exchanges, or take any other action as we may in our absolute discretion consider fit in relation to the relevant Structured Product transaction if, in our reasonable opinion, we consider that you are or may be unable or unwilling to comply with any of your settlement or other obligations in respect of the Structured Product transaction.
- 10.14. 閣下認知、同意並確認，我們對可能提供給閣下的、取自或源自第三方（包括任何結構性產品的發行人或任何結構性產品交易的對手方）的任何信息或數據（無論包含在結構性產品結單中提供還是另行提供）的準確性不承擔責任。
You acknowledge, agree and confirm that we accept no liability for the accuracy or correctness of any information or data, whether in the Structured Product Statement or otherwise, obtained or originated from third parties (including the issuer of any of the Structured Product or counterparty to any of the Structured Product transaction) which may be provided to you.
- 10.15. 閣下認知，如果我們就未平倉持倉進行交易之資格因證監會在適用規範項下或因任何其他原因採取行動而被剝奪或受到限制，則閣下可能會受到任何此等資格剝奪或限制之影響，在此種情形下，閣下可能會被要求減少或沽清其在我們所持之未平倉持倉。
You acknowledge that you may be affected by any curtailment of, or restriction on, the capacity of us to trade in respect

of open positions as a result of action taken by the SFC under Applicable Regulations or for any other reason, and that in such circumstances, you may be required to reduce or close out your open positions with us.

11. 投資基金

INVESTMENT FUNDS

11.1. 儘管上述規定和本條款與條件中的其他規定具有一般性，就適用於任何基金之每一購買指示而言，閣下作出如下聲明、保證和承諾：

Notwithstanding the generality of the foregoing and other provisions herein, with regard to each purchase Instruction for any Fund, you represent, warrant and undertake the following:

- (i) 閣下已收到、閱讀並充分理解該基金之發售文件、認購協議以及任何其他補充條款和文件（包括任何基礎基金便覽關鍵事實記錄表、財務報表和其他報告）；
you have received, read and fully understood the offering documents, the subscription agreements and any other supplement and documents (including any key fact sheets, financial statements and other reports) in relation to the Fund;
- (ii) 閣下充分了解並認可該基金的結構、性質、特色、條款與條件以及風險。尤其是，對該基金之投資可能並不保本，而且要承受基金文件所述之風險；
you fully understand the structure, nature, features, the terms and conditions and the risks of the Fund and accepts the same. In particular, the investments in the Fund may not be principal protected and is subject to the risks as described in the Fund documentation;
- (iii) 閣下現是並將繼續是該基金之合格投資者；
you are and will continue to be an eligible investor of the Fund;
- (iv) 閣下之購買指示受限於該基金之一般條件及其相關註冊住所地之適用規範；
your purchase Instruction is subject to the general conditions of the Fund, and to the Applicable Regulations of its relevant place of registered domicile;
- (v) 閣下將迅速簽署我們、該基金或該基金之代表不時要求之任何文件，並向我們提供我們、該基金或該基金之代表不時要求之資訊；
you will promptly execute any documents and provide us with such information that may be required by us, the Fund or representatives of the Fund from time to time;
- (vi) 閣下遵守並將繼續遵守基金文件和該基金之設立文件所載明之所有投資者要求、認購條件、出售和/或轉讓限制、承諾、聲明、保證和彌償保障，並受其條款約束；
you comply and will continue to comply with all investor requirements, subscription conditions, sale and/or transfer restrictions, undertakings, representations, warranties and indemnities set out in the Fund documentation and the constitutive documents of the Fund, and shall be bound by the terms thereof;
- (vii) 閣下理解，基金文件非由我們編制，而且，在適用規範允許之最大範圍內及不違背適用規範之前提下，我們不就該等基金文件中存在之任何錯誤、誤述或遺漏或者閣下因以該等基金文件為據而訂立任何交易或者採取或不採取任何步驟而遭受的任何損失對閣下承擔任何責任；
you understand that the Fund documentation are not prepared by us, and that to the maximum extent permitted by and not inconsistent with any Applicable Regulations, we shall not be liable to you for any error, misstatement or omission in such Fund documentation or any loss suffered by you in connection with any transaction entered into or steps taken or omitted to be taken on the basis of such Fund documentation;

(viii) 在我們或我們的代理人被要求代表閣下向該基金或其任何代表作出任何聲明或保證之情況下，閣下確認每一該等聲明或保證均真實、準確且不具有誤導性，而且就像是由閣下直接向該基金或其任何代表作出一樣。如果該等聲明或保證在任一方面變得不真實、不準確或者具有誤導性，則閣下將迅速告知我們；及

where we or our Agent is required to provide on your behalf any representation or warranty to the Fund or any representatives of the Fund, you confirm that each such representation or warranty shall be true, accurate and not misleading and is given as if the same are given by you to the Fund or any representatives of the Fund directly. You will inform us promptly if any such representations or warranties shall become untrue, inaccurate or misleading in any way; and

(ix) 閣下將在要求之時按照要求滿足該基金之任何資本催繳通知。如果存於帳戶或者為此目的而另行存於我們的資金不足以在所要求之最後期限前滿足該基金之資本催繳通知，則閣下同意我們可採取我們認為必要之行動（包括沽清所持有基金以及賣出或轉讓帳戶中的任何投資產品或者存於我們及/或任何台新集團成員的或由我們及/或任何台新集團成員持有的用於履行閣下之結算義務的所有現金、資產或財產）。

you will meet any capital calls of the Fund as and when required. If there are insufficient funds in the Account or otherwise held with us for such purpose to meet capital calls of the Fund by the required deadline, you agree that we may take such action (including liquidating the Fund positions as well as selling or transferring any Investment Product in the Account or all cash, assets or property otherwise deposited with or held by us and/or any Taishin Group Members in satisfaction of your settlement obligations) as we consider necessary.

11.2. 在就某一基金執行購買指示時，閣下同意，我們可能不得不以我們之名義代閣下認購該基金，而風險則應由閣下承擔。閣下認知，我們將專依基金或其代表（視乎情況而定）之裁量而為閣下接受關於基金之任何指示。除非我們另行通知閣下，否則我們無權代表基金接受指示。

When executing the purchase Instruction in respect of a Fund, you agree that we may have to subscribe for the Fund in our name, but for your account and risk. You acknowledge that acceptance of any Instructions in Funds by us on your behalf shall be at the absolute discretion of the Fund or the representatives of the Fund (as the case may be). We have no authority to accept the Instructions on behalf of the Fund, unless otherwise notified by us to you.

11.3. 閣下關於買進、賣出或者以其他方式處置基金之指示將在顧及我們之預定截止時間之情況下按照我們之慣常做法予以執行，因此可能不是在指示下達當日得到執行。我們不對因按我們之慣常做法和時間執行指示而產生之任何價格差異承擔責任，除非是由我們或我們的僱員、代理人或受僱人之詐騙、嚴重疏忽或故意不當行為直接導致的。

Your Instruction to purchase, sell or otherwise deal in the Fund will be executed in accordance with our usual practice and having regard to our prescribed cut-off time and as such, may not be effected on the same day as the day on which the Instruction is placed. **We shall not be responsible for any price difference as a result of executing the Instruction in accordance with our usual practice and time, unless directly occasioned by fraud, gross negligence or willful misconduct on our part or that of our employees, agents or servants.**

11.4. 我們在截止時間當時或之前收到任何基金指令，並不構成對於成功執行任何基金指令或者在任何特定時間前或按任何特定條款執行任何基金指令之確認、保證或承諾。此外，我們可以（但無義務）於當日處理我們在其不時確定之日的截止時間日之後收到之任何基金指令。如果我們不是在營業日收到任何基金指令，則我們保留權利（但無義務）於下個營業日處理該基金指令。

Our receipt of any Fund Orders at or before the cut-off time shall not constitute any confirmation, guarantee or commitment in respect of any successful execution of any Fund Orders nor execution by any specified time or on any specific terms. In addition, we may, but are not obliged to, process on the same day any Fund Orders that are received by us after the cut-off time of that day as determined by us from time to time. To the extent that any Fund Order is not received by us on a Business Day, we reserve the right but are not obliged to process it on the next Business Day.

11.5. 基金指令之下達和執行受限於過戶代理之條款和條件以及基金或基金管理人之規則、條款和條件，而該等規則、條款和條件可能會隨基金而異，也可能會在未經我們向閣下發出事先通知的情況下不時發生變更。閣下應查閱最新基金文件，與基金或基金代表聯絡，以便重新確認特定基金之特定規則、條款和條件。只有到閣下自我們收到已執行完畢的書面確認之時，閣下之基金指令才被確認為已經執行。

The placement and execution of Fund Orders are subject to the transfer agent's terms and conditions and the Fund or

Fund administrator's rules, terms and conditions, which may differ for each Fund and may vary from time to time without prior notice given by us to you. You shall refer to the latest Fund documentation and contact the Fund or the Fund representatives to re-confirm the specific rules, terms and conditions in respect of the particular Fund. Your Fund Order is not confirmed to be executed unless and until you have received a written Transaction Confirmation of the same from us.

- 11.6. 除非閣下另行提出明確要求，否則，未在下達當日得到執行之任何基金指令應自動放在下個可用之交易日或交易期間執行。閣下下達之任何基金指令一直有效到已經成功執行之時或者由閣下撤回並被我們接受之時。
Unless otherwise specifically requested by you, any Fund Order that is not executed on the same day of its order placement shall automatically be placed for execution on the next available dealing day or period. Your Fund Order is valid until the Fund Order has been successfully executed or alternatively, withdrawn by you and accepted by us.
- 11.7. 閣下認知，就向閣下報告任何基金投資之價值的目的而言，我們可以依賴基金、基金代表或者其他第三方提供之估值，我們沒有義務核實該等估值之準確性。
You acknowledge that we may rely on valuations from the Fund, representatives of the Fund or other third parties for the purposes of reporting to you the value of any investments in the Fund and we shall have no duty to verify the accuracy of such valuations.
- 11.8. 就我們代表閣下收取之任何基金股息或分配而言，除非閣下另有指示，否則，我們將任何現金股息記入帳戶之貸項，或者以我們確定之其他方式予以處理。付給閣下之所有股息和分配應扣除我們或我們的代理人招致之任何相關稅項、費用、收費和支出。**我們沒有義務確定股息或分配是否足額，也不對此承擔任何責任。**
In respect of any dividends or distributions of the Fund which are received by us on your behalf, unless otherwise instructed by you, we will credit any cash dividends into the Account or handle in such other manner as we determine. All dividends and distributions paid to you shall be net of any applicable taxes, fees, charges and expenses incurred by us or our Agents. **We have no duty to ascertain and shall not be responsible for the adequacy of the dividends or distributions.**
- 11.9. 就任何基金贖回而言，閣下認知，該等贖回僅可按照基金文件進行。我們可將我們代表閣下收取之任何贖回所得（扣除我們或我們的代理人因該等贖回而招致之任何相關稅捐、費用、收費和支出）記入帳戶之貸項，或者以我們不時確定之方式予以支付。**我們沒有義務確定贖回所得是否足額，也不對此承擔任何責任。**
In respect of any redemptions of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. We may credit any redemption proceeds (net of any applicable taxes, fees, charges and expenses incurred by us or our Agents in connection with the redemption) received by us on your behalf into any Account or make payment of the same in such manner as we may determine from time to time. **We have no duty to ascertain and shall not be responsible for the adequacy of the redemption proceeds.**
- 11.10. 就任何基金轉換或交換而言，閣下認知，該等轉換或交換僅可按照基金文件進行。如果閣下向我們作出進行轉換或交換之指示，則我們將僅在被轉換或交換之相關現有基金之贖回得到確認並已完成之後方才認購所需認購之基金。
In respect of any switching or exchange of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. If you give an Instruction to us to effect a switching or exchange, we will subscribe for the Fund required only after confirmation and completion of the redemption of the relevant existing Fund which is being switched or exchanged.
- 11.11. 就任何基金轉讓而言，閣下認知，該等轉讓僅可按照基金文件進行。除非我們另行同意，否則，閣下向我們作出之轉讓任何基金之任何指示均應被視為轉讓閣下對該基金享有之所有權益之指示。
In respect of any transfers of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. Any Instruction by you to transfer any Fund shall be deemed to be an Instruction to transfer all your interests in that Fund unless otherwise agreed by us.

- 11.12. 閣下同意，在任何基金或其任何代表請求時，我們或我們的代理人可為該等請求中載明的與該基金有關之目的，向該等請求中載明的與該基金有關之人（包括基金、其代表，或者任何法律、監管、政府、稅務、執法或其他機構，或者金融服務提供商之任何自律機構、行業機構或協會）披露任何客戶資訊（包括閣下及閣下的受益權人之身份）。

You agree that we or our Agents, may on request by any Fund or any representative of the Fund, disclose any Customer Information (including the identities of you and your Beneficial Owners) to such persons (including the Fund, its representatives, or any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers) and for such purposes in connection with the Fund as may be specified in such request.

12. 在香港聯合交易所有限公司交易之期權

OPTIONS TRADED ON THE STOCK EXCHANGE OF HONG KONG LIMITED

- 12.1. 本第12條之規定應適用於我們就在聯交所上市或交易之任何期權而向閣下提供之任何投資服務。除非文意另有要求或者在本條款與條件中另有定義，否則，本第12條中所用之定義詞（英文本中大寫）應具有《香港聯合交易所有限公司期權交易規則》（「期權交易規則」）所賦予之相同涵義。

The provisions in this Clause 12 shall apply in respect of any Investment Services provided by us to you in relation to any options listed or traded on the SEHK. Unless the context otherwise requires or the terms are otherwise defined herein, capitalized terms used in this Clause 12 shall have the same meanings as defined in the Options Trading Rules of The Stock Exchange of Hong Kong Limited (the "Options Trading Rules").

- 12.2. 我們將對與涉及期權之帳戶有關的資訊保密，但可向證監會和金管局提供該等資訊，以遵循其資訊提供要求。閣下同意在此方面放棄享受銀行保密待遇的權利。

We will keep information relating to the Account involving options confidential, but may provide any such information to the SFC and the HKMA to comply with their requirements or requests for information. You agree to waive banking secrecy in this respect.

- 12.3. 閣下確認：

You confirm that:

- (i) 涉及期權之帳戶僅為閣下利益而運作，而非為任何其他人的利益而運作；
the Account involving options is operated solely for your account and benefit, and not for the benefit of any other person;
- (ii) 閣下已向我們書面披露所運作的涉及期權之帳戶的受益人的姓名；和
you have disclosed to us in writing the name of the person(s) for whose benefit the Account involving options is being operated; and
- (iii) 閣下已要求我們（並且我們應）以綜合帳戶運作涉及期權之帳戶，而且經我們要求，閣下應即時應要求通知我們任何擁有客戶合約的最終實益權益的人士之身份。
you have requested us to, and we shall operate the Account involving options as an Omnibus Account, and you will immediately notify us, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

- 12.4. 我們將按照所有適用法律、規則和監管指示（「期權規則」）（包括期權交易規則、《聯交所期權結算有限公司期權結算規則》和香港結算之規則）收取要求繳納之保證金以及期權金。

We will collect margin requirements and premium in accordance with all applicable laws, rules and regulatory directions (the "Options Rules"), which include the Options Trading Rules, the Clearing Rules of The SEHK Options Clearing House Limited and the rules of HKSCC.

- 12.5. 閣下同意，適用於有關期權系列之標準合約的條款應適用於我們與閣下訂立的每一客戶合約，而且，所有客戶合約均應按照期權規則訂立、行使、交收和解除。
You agree that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between you and us, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Options Rules.
- 12.6. 閣下同意向我們提供不時約定之現金和/或證券和/或其他資產（「保證金」），作為閣下在相關協議項下對我們所負義務之擔保。
You agree to provide us with cash and/or Securities and/or other assets ("Margin") as may be agreed from time to time, as security for the your obligations to us under the Agreement.
- 12.7. 保證金應按照我們不時提出之要求予以支付或提交；要求以保證金形式提供的數額應不少於（但可超過）期權規則就閣下之未平倉持倉和交付義務的金額，而且，可能因應市值變動要求更多保證金。
The Margin should be paid or delivered as demanded by us from time to time; and the amounts required by way of Margin should not be less than, but may exceed, the amounts as may be required by the Options Rules in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
- 12.8. 如果我們接受證券作為保證金，則閣下將按要求向我們提供我們依照期權規則所要求之授權，以授權我們直接或者透過另一名期權交易所參與者，交付該等證券予聯交所期權結算所，以作為聯交所期權結算所抵押品，從而進行源自閣下給予我們指示的在交易所交易的期權業務；及我們並沒有獲得閣下任何其他授權，從而借入或借出閣下的證券或為著任何其他目的以其他方式不再管有閣下的任何證券（但該等證券將給予閣下或得到閣下的指示的情況除外）。
If we accept Securities by way of Margin, you will on request provide us with such authority as we may require under the Options Rules to authorize us to deliver such Securities, directly or through an Options Exchange Participant, to SEIOCH as SEIOCH Collateral in respect of Exchange Traded Options Business resulting from your Instructions to us; and we do not have any further authority from you to borrow or lend your Securities or otherwise part with possession (except to you or on your Instructions) of any of your Securities for any other purpose.
- 12.9. 在不限制相關協議之任何其他規定之一般性的前提下，閣下同意就因閣下違反閣下在本條項下之義務而發生之一切損失和費用向每一受償人作出彌償，其中包括向閣下追收欠債以及終止涉及期權之帳戶而合理招致之成本。
Without limiting the generality of any other provisions of the Agreement, you agree to indemnify each Indemnified Person against all losses and expenses resulting from breach of your obligation under this Clause, including costs reasonably incurred in collecting debts from you, and in closing the Account involving options.
- 12.10. 在不限制相關協議之任何其他規定之一般性的前提下，如果閣下未能遵守其在本條項下之任何義務和/或清償閣下在本條項下之債務（包括未能提供保證金之情形），則我們可以：
Without limiting the generality of any other provisions of the Agreement, if you fail to comply with any of your obligations and/or to meet your liabilities under this Clause, including failure to provide Margin, we may:
- (i) 拒絕接受閣下就在交易所交易的期權業務作出之進一步指示；
decline to accept further Instructions from you in respect of Exchange Traded Options Business;
 - (ii) 終止閣下與我們之間的部分或全部客戶合約；
close out some or all of your Client Contracts with us;
 - (iii) 訂立相關合約或進行證券、期貨或商品之交易以履行所產生的責任或對沖我們因閣下未有履行責任而須承擔的風險；
enter into Contracts, or into transactions in Securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which we are exposed in relation to your failure;
 - (iv) 處置保證金，並將處置保證金所得的收益解約閣下對我們所欠之債務，而在解約閣下對我們所負之全部債務之後所剩之任何收益餘款應支付予閣下。
dispose of Margin, and apply the proceeds thereof to discharge your liabilities to us, and any proceeds

remaining after discharge of all your liabilities to us should be paid to you,
and any proceeds remaining after discharge of all of your liabilities to us shall be paid to you.

- 12.11. 閣下同意按照我們不時通知閣下之利率和條款，支付一切逾期未付的利息（包括閣下被判定價項後所招致之利息）。
You agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against you) at such rates and on such other terms as we have notified to you from time to time.
- 12.12. 就按閣下指示已執行的所有相關合約，閣下將在我們所通知之期限內，付予我們已知會閣下之期權金、我們之佣金和任何其他收費以及聯交所規定適用的交易徵費；我們可從該涉及期權之帳戶中扣除該等期權金、佣金、收費和交易徵費。
In respect of all Contracts effected on your Instructions, you will pay us, within the time period notified by us, Premium, our commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to you; and we may deduct such Premium, commissions, charges and levies from the Account involving options.
- 12.13. 我們可隨時對閣下擁有之未平倉持倉或交付義務施加限制。
We may place limits on the open positions or delivery obligations that you may have at any time.
- 12.14. 閣下行使客戶合約或該客戶合約被行使時，閣下將按照標準合約及閣下從我們所獲的通知，履行閣下根據有關合約須承擔的交付責任。
On exercise of a Client Contract by or against you, you will perform your delivery obligations under the relevant contract, in accordance with the Standard Contract and as you have been notified by us.
- 12.15. 一經要求，我們即應向閣下提供期權合約之產品細則。
Upon request, we shall provide you with product specifications for Options Contracts.
- 12.16. 我們的業務如果出現重大變化，因而可能會影響到我們向閣下所提供的服務，我們將就此知會閣下。
We will notify you of material changes in respect of our business which may affect the Services involving options that we provide to you.

13. 結算

SETTLEMENT

- 13.1. 如果閣下在我們的帳戶不止一個，我們應有權用一個帳戶內的貸記項來抵銷另一個帳戶內的借記項。如果這些帳戶的幣種不同，則應按照現行匯率換算成港元。
If you have more than one Account with us, we shall have the right to set-off the debit on one Account against the credit on another. If the Accounts are expressed in different currencies they shall be translated to Hong Kong Dollars at the prevailing rate of exchange.
- 13.2. 如果引起貸記的投資產品或現金的交付按照適用規範和市場慣例被沖回，則向閣下帳戶進行的該等現金或投資產品的貸記可被沖回。
Any crediting to you of cash or Investment Products is subject to reversal if, in accordance with all Applicable Regulations and market practice, the delivery of Investment Products or cash giving rise to the credit is reversed.
- 13.3. 如果我們未就我們擬與閣下或擬為閣下結算或執行的任何交易收到應付的現金或投資產品，或者，如果閣下未採取為確保該等交易的妥善、及時結算而需要採取的步驟，或者，如果閣下未能履行對我們或任何第三方負有的任何其他責任（或我們真誠認為閣下將無法履行該等責任），則我們經提前三(3)天向閣下發出相關通知（或我們依我們裁量規定的其他通知），可以按照我們依我們裁量認為合適的價格和方式，取消、沽清、終止或沖回任何或所有的交易、進行買入操作以結算或平掉閣下設置的任何空頭倉位以及出售、變現、質押、抵押或另行處分為閣下持有的或我們和/或任何台新集團成員有權代閣下接收或控制的任何現金、投資產品或其他資產（相關費用由閣下自行承擔，且我們對任何損失或價格下跌概不負責），並且可以（在閣下自行承擔費用的前提下）承作任何其他交易或作出任何其他行為或不作為（包括使用為閣下持有的資金），這些交易、作為或不作為可能會讓閣下或為閣下承作的任何交易、倉位或承諾項下的責任減少或消除。

If we do not receive either cash or Investment Products when due in respect of any of transactions which we are to settle or effect with or for you, or you do not take all steps necessary to secure the due and prompt settlement of any such transaction, or you fail to meet or we believe in good faith that you are about to fail to meet any other liability to us or any third party we may on giving you three (3) days' prior notice thereof or such other notice as specified by us in our absolute discretion and, at your own costs cancel, close out, terminate or reverse all or any of transactions, buy in to settle or close any short position created by you, and sell, realize, charge, pledge or otherwise dispose of any of cash, Investment Products or other assets held for you or which we and/or any Taishin Group Member may be entitled to receive or control on your behalf at whatever price and in whatever manner we see fit in our absolute discretion (without being responsible for any loss or diminution in price) and may at your own costs enter into any other transactions or do or not do anything (including the application of your money held for you) which would or could have the effect of reducing or eliminating liability under any of transactions, positions or commitments undertaken by or for you.

- 13.4. 投資產品的結算或清算所產生的任何資產和利潤，將會貸記到閣下通知我們的帳戶或我們確定的其他帳戶中，而由此產生的任何損失則會從該等帳戶中借記。由於該等結算或清算引起的任何借項餘額應由閣下立即支付給我們，不論我們是否提出要求。

Assets and profits arising on settlement or liquidation of Investment Products will be credited to, and any losses will arising from the same will be debited from, such Account notified by you to us, or otherwise such other Account as may be determined by us. Any debit balance arising as a result of such settlement or liquidation will be payable by you to us forthwith whether or not demanded by us.

- 13.5. 閣下認知，閣下將承擔與閣下未能在所要求的結算日期或之前履行閣下任何義務相關而產生的任何損失、費用和支出，且閣下應就該等損失、費用和支出向我們作出彌償並確保我們免受損害。

You acknowledge that you will be responsible to and will indemnify and keep indemnified us from any loss, costs, fees and expenses in connection with your failure to meet any of your obligations by the settlement dates required.

14. 結單和確認書

STATEMENTS AND CONFIRMATIONS

- 14.1. 我們將透過以下方式向閣下提供交易執行報告：(i)立即透過電話、傳真和/或電子郵件或其他電子訪問手段(包括透過電子服務)，和/或(ii)透過在下一個營業日以郵寄或電子服務方式向閣下發送或提供通知、交易確認書和/或結單的一份複本。除非在某一特定月份沒有發生任何交易，否則我們應向閣下發送一份顯示該月內交易概況的月度結單。

We will report to you the execution of transactions (i) promptly by telephone calls, facsimile and/or emails or other electronic means of access including via the Electronic Services and/or (ii) by sending to you, or making available to you via mail or the Electronic Services a copy of the Advice, Transaction Confirmation and/or Statement on the following Business Day. Unless there has been no transaction during any particular month, we shall send you a monthly Statement showing a transaction summary for the month.

- 14.2. 閣下必須檢查並核實我們針對涉及閣下帳戶的任何交易和/或其相關事項而出具給閣下的任何通知、結單或交易確認書中每一條目的準確性。閣下還必須以書面形式將帳戶或任何通知、結單或交易確認書的內容中的任何錯誤、不一致之處、遺漏、不準確之處、未經授權或不準確條目或任何指令或指示的執行或未執行(包括閣下、任何獲授權人或其他人的偽造行為、偽造簽字、欺詐行為、缺乏授權或疏忽)立即通知我們。儘管有一般規定第14.2條的規定，除非我們已在以下時間實際收到閣下對任何條目提出異議的書面通知：

You must examine and verify the correctness of each and every entry in any Advice, Statement or Transaction Confirmation issued by us to you in regard to any transactions and/or their incidental matters in respect of your Accounts. You must also notify us immediately in writing of any errors, discrepancies, omissions, incorrect, unauthorized or inaccurate entries in the Account or the contents of any Advice, Statement or Transaction Confirmation or the execution or non-execution of any order or Instruction (including forgery, forged signature, fraud, lack of authority or negligence of you, any Authorized Person or any other person). Notwithstanding Clause 14.2 of the General Provisions, unless we have actually received your written notice disputing any entry:

- (i) 自任何該等交易確認書、結單或通知之日起十(10)天內；及

within ten (10) days from the date of any such Transaction Confirmation, receipt or Advice; and

- (ii) 自任何該等月度結單之日起九十(90)天內，
within ninety (90) days from the date of any such monthly Statement,

否則，

(a) 該通知、結單或交易確認書中列明的所有條目就我們與閣下之間而言均構成證明相關通知、結單或交易確認書以及其中所列之所有交易、條目和餘額之準確性的不可推翻的證據，並對閣下有拘束力，及(b)閣下被視為已放棄就該通知、結單或交易確認書向我們提出異議或針對我們尋求補救的任何權利。

(a) all the entries set out in such Advice, Statement or Transaction Confirmation shall constitute conclusive evidence as between us and you as to the correctness and accuracy of the relevant Advice, Statement or Transaction Confirmation and all transactions, entries and balances set out therein and bind you and (b) you are deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such Advice, Statement or Transaction Confirmation.

15. 客戶身份規則政策

CUSTOMER IDENTITY RULE POLICY

- 15.1. 在不限制一般規定之任何規定的前提下，如果閣下是就我們已從香港任何交易所、政府機構和/或監管機構（該等交易所、政府機構和/或監管機構合稱「香港監管機構」）收到查詢之交易為閣下顧客之利益進行交易（不論是在全權還是非全權之基礎上，亦不論是以代理人之身份為之，還是以委託人之身份透過與閣下之顧客訂立配對交易而為之），則應適用下列規定：

Without limitation to any provisions in the General Provisions, if you execute transactions for account of your customers, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with your customers, in relation to a transaction where we have received an enquiry from any Exchanges, government agencies and/or regulators in Hong Kong (the Exchanges, government agencies and/or regulators collectively, the "Hong Kong Regulators"), the following provisions shall apply:

- (i) 在受限於下文規定之前提下，一經我們要求（該要求應載有有關香港監管機構之相關聯絡方式），閣下就立即向有關香港監管機構告知委託進行交易之顧客（若是背對背形式的委託人交易，則為與顧客進行交易之交易對手）以及（據閣下所知）對交易擁有最終受益權之人的身份、地址、職業和聯絡方式。此外，閣下還應將發起交易之任何第三方（如果與顧客或最終受益人不是同一人）之身份、地址、職業和聯絡方式告知有關香港監管機構，並向有關香港監管機構提供任何「了解你的客戶」文件。
subject to as provided below, you shall immediately upon request by us (which request shall include the relevant contact details of the relevant Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details of your customers for whose account the transaction was effected (or, in the case of a back to back principal transaction the counterparty with whom you are transacting) and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from your customer or the ultimate beneficiary) who originated the transaction and any "Know Your Customer" documentation to the relevant Hong Kong Regulators.
- (ii) 如果閣下是為某一集體投資計劃、全權委託帳戶或全權信託進行交易，則一經我們要求（該要求應載有有關香港監管機構之相關聯絡方式），閣下就立即向有關香港監管機構告知該等計劃、帳戶或信託之身份、地址和聯絡方式以及（若適用）代表該等計劃、帳戶或信託指示閣下進行交易之人的身份、地址和聯絡方式。此外，在閣下代表該等計劃、基金、帳戶或信託進行投資之裁量權已被撤銷、修訂或終止時，閣下應立即告知我們，而且一經我們要求，閣下應立即向有關香港監管機構告知就交易作出指示之人的身份、地址、職業和聯絡方式。
If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by us (which request shall include the relevant contact details of the relevant Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address and

contact details of the scheme or account or trust in question and if applicable, the identity, address and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the transaction. In addition, you shall immediately inform us when your discretion to invest on behalf of such scheme, fund, account or trust has been overridden, amended or terminated and, upon request by us, immediately inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who gave the Instructions in relation to the transaction.

- (iii) 在不影響上述規定之同時，如果閣下得知閣下之顧客是在為背後顧客擔任中介，而且閣下並不知道背後顧客的身份、地址、職業和聯絡方式，則閣下確認：(i) 閣下已與閣下之顧客作出安排，使得閣下有權一經要求就能立即自閣下之顧客處獲得該等資訊；及(ii)一經我們要求，閣下將迅速要求閣下之顧客（即交易按其指示進行之人）提供該等資訊，並在從閣下之顧客處收到後立即將該等資訊提供給有關香港監管機構。

Without prejudice to the above, if you are aware that your customer is acting as intermediary for the underlying customers, and you do not know the identity, address, occupation and contact details of the underlying customers, you confirm that: (i) you have arrangements in place with your customer which entitle you to obtain such information from your customer immediately upon request; and (ii) you will, on request from us, promptly request such information from your customer on whose Instructions the transaction was effected, and provide the information to the relevant Hong Kong Regulators immediately upon receipt from your customer.

- (iv) 閣下確認，在必要的情況下，閣下已自閣下自身之顧客或者其他有關人士處取得為向有關香港監管機構披露本第15.1條所述資訊所需之一切同意或豁免。尤其是，如果閣下是為他人利益進行交易，而且交易是在訂有客戶保密法之司法管轄區進行，則閣下確認：

You confirm that, where necessary, you have obtained all consents or waivers from your own customers or other relevant persons, to release to the relevant Hong Kong Regulators the information set out in this Clause 15.1 above. In particular, if you effect a transaction for the account of another person and it is in a jurisdiction with customer secrecy laws, you confirm that:

- (a) 閣下之顧客或相關人士已就有關香港監管機構的任何查詢放棄其在保密法項下的權益；及
your customer(s) or the relevant person(s) have waived the benefit of the secrecy law in relation to any enquiry by the relevant Hong Kong Regulator; and
- (b) 任何此等放棄在該等有關於司法管轄區之法律項下是有效和具有約束力的。
any such waiver is valid and binding under the laws of such relevant jurisdiction.

- (v) 閣下認知並理解，如果本第15條所述之資訊未在有關香港監管機構要求後之兩(2)個營業日內或者要求中訂明之其他期限內提供，則該等香港監管機構可能會要求我們沽清任何未平倉持倉並(或)暫停提供相關協議項下之任何服務，而且，我們不就此導致的任何損失對閣下或任何其他人士承擔責任。

You acknowledge and understand that if the information set out in this Clause 15 is not provided within two (2) Business Days of the request by the relevant Hong Kong Regulators or such other time prescribed in the request, we may be required by such Hong Kong Regulators to close out any open positions and/or suspend the provision of any Services under the Agreement and we shall not be liable to you or any other person for any loss as a result.

- 15.2. 即便相關協議已被終止、任何帳戶被關閉、任何服務的提供已被終止或者閣下與我們或任何台新集團成員所簽之任何協議已被終止，本第15條之規定亦繼續有效。

The provisions of this Clause 15 shall continue in effect notwithstanding the termination of the Agreement, closure of any Account, termination of the provision of any Services, or termination of any agreement you have with us or any member of the Taishin Group.

16. 費用及收費

FEES AND CHARGES

閣下應支付我們不時就帳戶、服務和交易訂明之費用、收費和支出。我們已獲明確授權和指示，自我們為閣下和代閣下保存或收取之任何款項中或者自閣下任何帳戶之任何貨項金額中扣除閣下到期應付我們之任何款項。如果存於有關閣下帳戶之貨項或者另行存於我們之資金不足以實現此目的，則一經要求，閣下就應立即支付所缺金額。在不影響我們在相關協議和適用規範項下之任何其他權利的同時，閣下同意並認知，我們可處置閣下之證券或證券擔保品，用以清償閣下或代閣下行事之人對我們、任何代名人或第三方所欠之任何債務。

You shall pay such fees, charges and expenses as maybe prescribed by us from time to time in respect of the Accounts, Services and transactions. We are expressly authorized and directed to deduct any amount due and owing to us by you from any monies held or received by it for and on behalf of you or from any monies standing to the credit of any Account of you. If there are insufficient funds standing to the credit of the relevant Account of you or otherwise held with us, you shall pay the amount of such shortfall immediately on demand. Without prejudice to any other rights of us under the Agreement and Applicable Regulations, you agree and acknowledge that we may dispose of your Securities or Securities collateral in settlement of any liability owed by or on behalf of you to us, any nominees or a third party.

17. 遵守適用規範

COMPLIANCE WITH APPLICABLE REGULATIONS

17.1. 閣下承諾，閣下不從事或者企圖從事證券及期貨條例第XIII部或第XIV部所述之任何市場失當行為。
You undertake that you will not engage or attempt to engage in any market misconduct set out in Part XIII or Part XIV of the SFO.

17.2. 閣下認知並同意，閣下將對遵守證券及期貨條例第XV和IIIA部、《證券及期貨(淡倉申報)規則》(香港法例第571AJ章)、《證券及期貨(合約限量及須申報的持倉量)規則》(香港法例第571Y章)、《證券及期貨(場外結構性產品交易—匯報及備存紀錄責任)規則》(香港法例第571AL章)、《公司收購、合併及股份回購守則》以及有關權益披露、持倉量申報和持倉限額之任何其他適用規範之所有規定的情況承擔全部責任。

You acknowledge and agree that you will be solely responsible for compliance with all provisions of Part XV and IIIA of the SFO, the Securities and Futures (Short Position Reporting) Rules (Cap. 571AJ, Laws of Hong Kong), the Securities and Futures (Contracts Limits and Reportable Positions) Rules (Cap. 571Y, Laws of Hong Kong), the Securities and Futures (OTC Structured Product Transaction - Reporting and Record Keeping Obligations) Rules (Cap. 571AL, Laws of Hong Kong), the Codes on Takeovers and Mergers and Share Repurchases, and any other Applicable Regulations including those relating to disclosure of interests, position reporting and position limits.

17.3. 閣下不得逾越適用規範規定或者我們不時實施之任何部位或交易限額。此等限額可能包括交易之最低或最高額度。閣下認知，如果任何此等限額被逾越，則我們可向交易所和其他監管機構披露客戶資訊和閣下部位及/或沽清任何持倉，並採取我們認為適當之行動，而無須通知閣下或者取得閣下之事先同意。

You shall not exceed any position or transaction limits under Applicable Regulations or otherwise imposed by us from time to time. Such limits may include minimum or maximum sizes for transactions. If any such limits are exceeded, you acknowledge that we may disclose your information and positions to the Exchange and other regulators, and/or liquidate any of the positions and take such actions as we consider appropriate without notifying you or obtaining prior consent from you.

17.4. 我們得專依我們裁量，隨時變更任何部位或交易限額或保證金水準。閣下認知，在若干情形下，我們此等決定之效果可能係立即變更限額或水準及/或要求立即交存或轉帳額外保證金或擔保品。

We may determine to vary any position or transaction limits or margin levels at any time in our absolute discretion. You acknowledge that in certain circumstances, the effect of such a determination may be an immediate change in limits or levels and/or require additional margin or Collateral to be deposited or transferred immediately.

- 17.5. 除了按照適用規範的要求向閣下發送任何告知、通知、交易確認書或結單外，我們沒有義務爲了任何目的以任何形式或在任何時間期限之前向閣下告知閣下所持有之投資產品。閣下認知，我們或任何台新集團成員及其各自的董事、主管或僱員，對於(i) 閣下因閣下或任何其他未能根據任何適用規範作出或延遲作出披露而發生之任何損失、費用或支出或(ii) 未告知或延遲告知閣下有關於閣下指示之情況，均不承擔任何責任，而且閣下應就任何上述情況所引發之任何損失、費用或支出彌償受償人。
- We shall not be obliged to give notice of your holdings of Investment Products to you in any form or by any time limit for any purpose save in the form of any notice, Advice, Transaction Confirmation or Statement to be issued to you as required by Applicable Regulations. **You acknowledge that neither us nor any of any Taishin Group Members, the respective directors, officers or employees shall be liable for (i) any loss, cost or expense incurred by you as a result of your or any other person's failure or delay to disclose in accordance with any Applicable Regulations; nor (ii) any delay or default in notifying you as to the execution of your Instructions, and you shall indemnify against the Indemnified Persons for any loss, cost or expense arising from any such failure.**
- 17.6. 由於洗錢或其他適用規範，我們可能要求閣下提供身份和驗證文件或其他信息，然後閣下才有權訂立任何交易，我們才可向閣下提供任何投資服務。閣下認知，閣下可能收到該等要求，並承諾迅速向我們提供所要求的文件或信息。
- Due to money laundering or other Applicable Regulations, we may require identification and verification documentation or other information before you are entitled to enter into any transaction or before we provide you any Investment Services. You acknowledge that you may be so required and undertake to provide us promptly with information or documentation as so requested.
- 17.7. 閣下認知，閣下資產係我們於香港境外所收受或持有者，受相關海外司法管轄區適用規範之約束；此等適用規範，可能與證券及期貨條例及其相關規則有所不同。因此，閣下資產所得享有之保障，可能與於香港境內收受或持有之閣下資產不同。閣下理解，海外市場的管轄法規所提供之投資者保護可能不同或較弱，而且本地監管機構將無法強迫執行交易執行地的監管機構或市場的規則。
- You acknowledge that any of your assets received or held by us may be held outside Hong Kong and are subject to the Applicable Regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, your assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong. You understand that overseas markets may be subject to regulation which may offer different or diminished investor protection and a local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where transactions have been effected.

18. 額外聲明和保證

ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 18.1. 閣下以我們為受益人向我們作出如下聲明、保證和承諾（該等聲明、保證和承諾將被視為在作出指示或者訂立交易（視乎情況而定）之每一日由閣下重複作出）：
- You represent, warrant and undertake to and for the benefit of us (which representations, warranties and undertakings will be deemed to be repeated by you on each date on which an Instruction is given or a transaction is entered into (as the case may be)) that:**
- (i) 閣下或閣下代表就每一指示、每一交易以及與之有關的每一協議和文件向我們提供之所有資訊在每個實質方面都是而且將是真實、準確和完整的；
- all information furnished by or on behalf of you to us in connection with each Instruction, each transaction and each agreement and document in connection therewith is and will be true, accurate and complete in every material respect;
- (ii) 閣下將遵守一切適用規範（包括與購買、持有或出售投資產品有關之證券和其他法律以及相關交易所和市場之規則和規例），任何交易均不得直接或間接代表任何其他人或實體進行或者在違反任何司法管轄區之任何適用規範的情況下進行；
- you shall comply with all Applicable Regulations (including securities and other laws and the rules and regulations of the applicable Exchange and markets relevant to the purchase, holding or sale of Investment

Products) and no transaction shall be made directly or indirectly on behalf of any other person or entity or otherwise in circumvention of any Applicable Regulations of any jurisdiction;

- (iii) 閣下訂立之交易符合所有適用規範、投資產品之條款與條件以及適用於閣下之其他合約或安排；
the transaction entered into by you is in compliance with all Applicable Regulations and terms and conditions of the Investment Products and other contracts or arrangements applicable to you;
- (iv) 閣下擁有為作出每一指示、訂立和執行每一交易及所有相關協議和文件以及履行閣下在該等指示、交易、協議和文件項下之義務所需之充分權力、授權和法定權利，已取得為此所需之一切執照、授權和同意，並已作出為此所需之一切通知和申報；所需具備之所有執照、授權和同意均屬充分有效並將保持充分有效；
you have full power, authority and legal right and has obtained all licences, authorizations and consents and made all the notifications and filings necessary to give each Instruction and enter into and execute each transaction and all related agreements and documents and to exercise your rights and perform your obligations thereunder; and all the required licences, authorizations and consents are and shall remain valid, in full force and effect;
- (v) 除非另行通知我們，否則，每一交易都是由閣下代表自己訂立的，所有投資產品均由且將繼續由閣下獨家實益擁有，而且，除了在相關協議項下賦予我們之任何擔保權益外，均不涉及且將繼續不涉及任何權利主張以及任何留置、質押、抵押、押記、擔保或其他產權負擔；
unless otherwise notified to us, each transaction is entered into by you on your own behalf and all Investment Products are and shall remain in the sole and beneficial ownership of you and are and shall remain free from any claims and any lien, pledge, mortgage, charge, security or other encumbrance whatsoever other than any security interest conferred on us under the Agreement;
- (vi) 閣下是最終負責發起帳戶項下交易之人，沒有任何其他人取得該等交易之商業或經濟利益或承擔該等交易之商業或經濟風險；
you are the person ultimately responsible for originating the transactions to be made under the Account and no other person stands to gain the commercial or economic benefit or bear the commercial or economic risk thereof;
- (vii) 閣下在指示、交易以及相關協議和文件項下之義務係經正式核准、合法、有效、對閣下具有約束力並可對閣下強制執行；
your obligations under the Instructions, transaction and the related agreements and documents are duly authorized, legal, valid, binding and enforceable against you;
- (viii) 閣下完全了解並充分理解市場及閣下帳戶項下交易之投資產品，並且閣下熟悉並理解與交易操作相關之所有適用規範，包括與內幕交易和其他刑事犯罪相關之適用規範。尤其是，閣下聲明並保證，閣下完全了解交易所之規則，並將熟悉和遵守交易所網站上發佈之（經不時修訂之）所有指引；
you are fully aware of, and understand fully the market and the Investment Products traded under your Account, and you are familiar with and understand all Applicable Regulations relating to the trading operations including those relating to insider dealing and other criminal offences. In particular, you represent and warrant that you are fully aware of the rules of the Exchange, and will familiarize yourself with and comply with all guidelines posted on the Exchange's website (as amended from time to time);
- (ix) 閣下確認收到風險披露聲明書，完全了解並接受其中所述之風險（包括損失風險）；
you acknowledge the Risk Disclosure Statements and fully understand and accept the risks (including the risk of loss) described thereunder;
- (x) 閣下完全了解訂立任何投資產品交易之風險和後果，並同意承擔一切相關後果；及
you fully understand the risks and consequences of entering into any dealings in Investment Products and agree to bear all consequences of doing so; and

- (xi) 透過CCASS或在CCASS中取得及/或持有之證券應根據CCASS規則持有。
the Securities acquired and/or held through or in CCASS shall be held subject to and in accordance with CCASS Rules.

19. **違約事件**

EVENT OF DEFAULT

- 19.1. 在發生任何違約事件之時或之後的任何時候，我們有權（但無義務）在不事先告知閣下、不損害我們之其他權利和補救且不解除閣下之任何責任的條件下，行使以下所有或任何權力：

Immediately upon or at any time after the occurrence of any of the Events of Default, we shall be entitled to (but not obliged), without prior notice to you and without prejudice to our other rights and remedies and without releasing you from any liability, exercise all or any of the following powers to:

- (i) 立即關閉閣下之帳戶；
immediately close your Account;
- (ii) 終止與閣下之間的相關協議之全部或任何部分；
terminate all or any part of the Agreement with you;
- (iii) 代表閣下取消任何或所有未執行之指令或任何其他承諾；
cancel any or all non-executed orders or any other commitments made on your behalf;
- (iv) 結清閣下與我們之間的任何或所有合約，透過在交易所買入投資產品對閣下的任何空頭部位進行補倉，或透過在相關交易所賣出投資產品對閣下的任何多頭部位進行平倉；
close any or all contracts between you and us, cover any of your short positions through the purchase of Investment Products on the Exchange or liquidate any of your long positions through the sale of Investment Products on the relevant Exchange;
- (v) 處置我們及/或任何其他台新集團成員為閣下或代閣下持有的任何或所有投資產品，並將處置收入及任何現金存款用於結清閣下應付予我們的所有未償餘額，包括我們在轉讓或賣出閣下在帳戶中的所有或任何投資產品、資產或財產或者完善其所有權時發生的所有費用、收費、法律費用、支出、印花稅、佣金和經紀費；
dispose of any or all Investment Products, assets or property held by us and/or any other Taishin Group Members for or on your behalf and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owed to us including all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by us in transferring or selling all or any of your Investment Products, assets or property in the Account or in perfecting title thereto;
- (vi) 在為閣下執行的任何賣出交易的相關交付所需要時，借取或買入任何投資產品；及/或
borrow or purchase any Investment Products required for delivery in respect of any sale effected for you; and/or
- (vii) 根據一般規定第10條合併、整合和抵銷閣下的任何或所有帳戶。
combine, consolidate and set-off any or all of your Accounts in accordance with Clause 10 of the General Provisions.

- 19.2. 閣下確認，閣下將對與閣下未在規定的結清日期之前履行閣下之義務相關的任何損失、費用、支出和開支負責，並就此彌償受償人且保障受償人免受損害。

You acknowledge that you will be responsible for and will indemnify and keep indemnified the Indemnified Persons from any loss, costs, fees and expenses in connection with your failure to meet your obligations by the settlement

dates required.

20. 責任和彌償

LIABILITY AND INDEMNITY

在不存在詐騙、嚴重疏忽或故意違約的情況下，對於閣下所遭受的、因投資服務之履行、帳戶之維持及/或帳戶項下實施之交易方面的任何行爲或不行爲而產生的或與之相關的任何損失，我們及其任何受償人均不向閣下承擔任何責任。

In the absence of fraud, gross negligence or willful default, neither we nor any of our Indemnified Persons shall be liable to you for any loss suffered by you arising out of or connected with any act or omission in relation to the operation of the Investment Services or maintenance of the Accounts and/or transactions effected thereunder.

21. 修訂

AMENDMENTS

閣下必須將閣下全名、地址和聯繫信息的任何變更及時書面告知我們。如果我們的全名和地址（包括我們在證監會的註冊狀態和中央編號）、我們將提供給閣下或閣下可取得的構成證券及期貨條例項下之受規管活動的我們的服務之性質以及閣下在本條款與條件項下將向我們支付的任何報酬之說明（及付款依據）發生任何實質性變更，我們應告知閣下。

You must promptly notify us in writing of any change in your full name, address and contact details. We shall notify you in the event of any material change to our full name and address (including our registration status with the SFC and the Central Entity number), the nature of services of us that constitute “regulated activities” under the SFO that are to be provided to you or is available to you and the description of any remuneration (and the basis for payment) that is to be paid by you to us hereunder.

第四部分 - 電子服務之特別規定

Part IV - SPECIAL PROVISIONS FOR ELECTRONIC SERVICES

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1. 除非上下文另行要求：

Unless the context otherwise requires:

- (i) 本第四部分所提及之「條」一詞，係指本第四部分之「條」；
a reference to a **"Clause"** in this Part IV means a Clause in this Part IV;
- (ii) 以下詞語和表述應具有下述含義：
the following words and expressions shall have the following meanings:
 - (a) 「電子地址」指於我們向閣下發送電子通訊之時閣下在我們登記的最新電子郵件地址或傳真號碼，無論是在自動通知服務下登記的還是與我們其他帳戶或服務相關登記的；
"eAddress" means the email address or facsimile number that you have last registered with us at the time we send an eCorrespondence to you, whether registered under the AutoAdvice Service or in connection with other Accounts or Services of us;
 - (b) 「電子通訊」指電子結單和（或）電子通知；
"eCorrespondence" means an eStatement and or an eAdvice;
 - (c) 「電信設備」（視乎情況而定）指用於訪問和/或接收任何電子服務的傳真機、移動電話、手提電腦、臺式電腦、掌上電腦、個人數碼輔助工具和任何其他電子媒介和（或）設備。
"Telecommunications Equipment" shall include references to facsimile machines, mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and or equipment used to access and/or receive any Electronic Services as the case may be.

2. 一般規定

GENERAL

2.1. 提供任何電子服務完全依我們的裁量而定，對於任何一項電子服務，只有在我們已書面通知閣下我們已接受閣下關於一項或多項電子服務之申請後，該項電子服務才提供給閣下使用。

The provision of any of the Electronic Services shall be at the sole discretion of us, and any one of the Electronic Services will only become available to you after we have notified you in writing of our acceptance of your application for one or more of the Electronic Services.

2.2. 在任何電子服務下允許的範圍內，在我們使用安全措施正式完成對閣下身份的識別和驗證後，閣下即可以訪問相關電子服務並向我們發出指示。

Where permitted under any of the Electronic Services, you may access the relevant Electronic Service and give Instructions to us upon you being duly identified and authenticated by us using the Security Mechanisms.

2.3. 閣下應自負費用維持相應的電信設備、電腦設備、軟件和網絡連接，以便訪問任何電子服務。我們不負責提供使用任何電子服務所需的任何電信設備、材料或裝置，也不負責確保任何該等電信設備、材料或裝置的正確安裝或正常運行。我們對因閣下下載或使用軟件引起的後果概不負責。

You shall maintain (at its own cost) suitable Telecommunications Equipment, computer equipment, software and a

connection to the internet in order to access any Electronic Services. We are not responsible for providing any Telecommunications Equipment, material or equipment required for the use of any Electronic Services, nor shall we be responsible for ensuring the proper installation or functionality of any such Telecommunications Equipment, material or equipment. We assume no responsibility to you arising in connection with the downloading or use of software by you.

- 2.4. 我們可以透過電子服務提供我們不時確定的服務，包括經通知閣下後或經我們另行同意後隨時引入任何新的或先進的電子服務。我們可以針對該等電子服務規定額外的條款或條件。
We may offer such Services through the Electronic Services as it may from time to time determine, including the introduction of any new or enhanced Electronic Services from time to time as notified to you or as otherwise agreed by us. We may prescribe additional conditions or terms in connection with such Electronic Services.
- 2.5. 我們任何時候依我們裁量可以不經事先通知就廢除、限制、禁用、暫停或終止提供給閣下的任何電子服務或拒絕按照收到的指示行事（包括在閣下未遵守我們安全要求、相關電子服務可能存在安全漏洞或由於維護而所需的情況下）。
We may at any time, at our discretion and without prior notice, revoke, restrict, block, suspend or terminate any Electronic Services provided to you or refuse to act on any Instruction given to us (including if you do not meet our security requirements, there is a suspected breach of the security of the relevant Electronic Service or due to maintenance).
- 2.6. 如果我們允許閣下在我們開設在綫帳戶，則閣下同意，除了在綫填寫並向我們交還帳戶委托書外，閣下還應向我們交還開戶手冊和所需之其他文件以及閣下就帳戶授予我們之任何授權的紙質文本（均已填妥並已由閣下簽字）。
In the event that we allow you to open an Account on-line with us, in addition to completing and returning the Account Mandate to us through the internet, you agree to return to us the hard copy of the Account Opening Booklet and other documents required and any authority given by you to us in respect of the Account, which are duly completed and executed by you.
- 2.7. 閣下承認互聯網可能並非可靠通訊手段，且透過電子服務傳輸或接收指示、資訊或通訊均可能延遲或失敗。我們不就任何指示未及時收到或未收到而承擔任何責任。閣下認知並接受與透過相關電子服務發出指示或指令相關的一切風險。
You acknowledge that the internet may be an unreliable means of communication and that there may be a delay or failure in transmission or receipt of Instructions, information or communications through the Electronic Services. We shall not be liable as a result of any Instructions not being received promptly or at all. You acknowledge and accept all the risks associated with giving Instructions or directions through the relevant Electronic Services.
- 2.8. 我們並不保證電子服務可從香港之外之任何法域登錄或使用，且我們建議閣下應考慮自身具體情況尋求任何必要意見。我們不就因電子銀行服務在香港之外之任何司法管轄區被登錄或無法登錄或使用而發生之任何利潤、收入、結餘、資料、商譽或業務損失或者任何間接、後果性、特殊、懲罰性或附帶性損失或損害（無論是基於合約、侵權（包括司法）、違反法定責任還是其他原因的申索）負責或承擔任何責任。
We do not warrant that the Electronic Services may be accessed or used from any jurisdiction other than Hong Kong and you are advised to seek any necessary advice in considering your own individual circumstances. We are not responsible or liable for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive or incidental loss or damage, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise incurred in connection with the Internet Banking Service being accessed or inaccessible from or used in any other jurisdiction other than Hong Kong.

3. 自動通知服務
AUTOADVICE SERVICE

- 3.1. 閣下使用自動通知服務時應滿足以下要求：(i)閣下應有可以接收和讀取電子通訊的互聯網服務提供商、相應的電信設備和/或電腦軟件（均由我們不時確定），(ii)閣下有一個有效、最新的電子地址，該電子地址在一切相關時間都具備接收電子通訊的充分能力，及(iii)閣下應維持我們不時規定的帳戶和（或）訂閱我們不時規定的服務。
- You shall satisfy the following requirements for the use of the AutoAdvice Service: (i) you shall have an internet service provider, appropriate Telecommunications Equipment and/or computer software capable of receiving and reading the eCorrespondence, any or all of which may be determined by us from time to time, (ii) you shall have a valid and up-to-date eAddress that has sufficient capacity at all relevant times to receive the eCorrespondence, and (iii) you shall maintain such Account(s) and or subscribe for such Service(s) as we may stipulate from time to time.
- 3.2. 一旦閣下已在我們同意後註冊了自動通知服務，我們就會（視乎情況而定）向閣下的電子地址發送自動通知服務範圍內的電子通訊，並且我們將不再向閣下的郵寄地址發送或透過其他方式向閣下發送相關的紙質結單和紙質通知，除非閣下另行明確請求且我們接受該請求。
- Once you have registered for the AutoAdvice Service as we so agree, we will send the eCorrespondence covered by the AutoAdvice Service as the case may be, to your eAddress; and the corresponding Physical Statements and Physical Advices will no longer be sent to your mailing address or by any other means unless otherwise expressly indicated by you and accepted by us.
- 3.3. 在向閣下提供自動通知服務期間，除電子結單和/或電子通知以外，閣下還可以特別請求我們向我們登記的閣下最新郵寄地址發送與該電子結單或電子通知對應的紙質結單或紙質通知，但是，該等請求是否被接受應始終由我們依我們裁量確定，須始終受制於我們不時實施的任何限制，並且須支付我們不時確定的費用。
- During such time when the AutoAdvice Service is provided to you, you may specifically request for the corresponding Physical Statement or Physical Advice of an eStatement or eAdvice to be sent to your mailing address last registered with us in addition to that eStatement and/or eAdvice, but such requests are at all times subject to the exercise of our discretion, any limitations that may be imposed by us from time to time, and such charges as we may determine from time to time.
- 3.4. 閣下應承擔針對自動通知服務提供或服務閣下之電信設備的任何電信公司（無論是否是我們指定的）收取的任何費用、收費或支出。
- You shall bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by us) which provides or services your Telecommunications Equipment in connection with the AutoAdvice Service.
- 3.5. 閣下保證，為自動通知服務或與之相關提供給我們的所有詳情（包括閣下的電子地址）在一切相關時間均是完整、準確、最新的，並且閣下承諾，若這些詳情有任何變化，閣下會立即（以我們認可之形式、格式和方式）通知我們。
- You warrant that all particulars given to us for the purposes of or in connection with the AutoAdvice Service (including your eAddress) are complete, accurate and up-to-date at all relevant times and you undertake to promptly notify us (via such means and in such format and manner as shall be acceptable to us) of any changes thereto.
- 3.6. 一旦我們記錄顯示電子通訊已成功發送，我們不會再次發送。儘管有前述規定，如果我們認為在我們第一次嘗試發送時電子通訊並未抵達閣下，我們可以再次向閣下的電子地址發送該電子通訊。我們將按照該電子通訊的再次發送程序或按我們不時指定的程序再次發送。如果我們認定，向閣下的電子地址發送或再次發送的電子通訊並未抵達閣下，我們依我們裁量可以採用我們視為恰當的方式將這一情況通知閣下，閣下必須遵守我們在該通知中注明的任何指示。在此情況下，我們可以（但無義務）將該電子通訊的對應紙質結單或紙質通知轉發至我們登記的閣下最新郵寄地址。除非適用規範另行要求，否則，我們依我們裁量還可以停止發送該電子通訊甚至在將來停止發送所有其他的電子通訊，並且，以遵守適用規範為前提，我們可以依我們的決定處分該電子通訊，包括將該電子通訊從我們系統和記錄中刪除。
- Once an eCorrespondence has been sent successfully based on our records, we will not re-send it. Notwithstanding the aforesaid, we may re-send to the eAddress any eCorrespondence which, in our opinion, has failed to reach you the first time we have attempted to send it. This will be done in accordance with our procedures for re-sending that eCorrespondence or as designated by us from time to time. If we have determined that the eCorrespondence sent or

re-sent to your eAddress has failed to reach you, we may, in our sole discretion, notify you of the same using such means as we deem appropriate and you must comply with any instructions we may specify in such notices. In such a case, may, but shall not be obliged to, forward the corresponding Physical Statement or Physical Advice of that particular eCorrespondence to the mailing address you have last registered with us. Unless otherwise required by Applicable Regulations, we may also, in our sole discretion, stop sending the said eCorrespondence or even all other eCorrespondences in the future and subject to Applicable Regulations, we may dispose of the said eCorrespondence as we may decide including, deleting or removing the same from our systems and record.

- 3.7. 在自動通知服務下向電子地址發送或再次發送的所有電子通訊(視乎情況而定),均應被視為於我們記錄顯示的我們成功發送或再次發送該電子通訊之時交付給閣下。如果我們可以證實,我們已按照我們不時確定的自動通知服務之服務範圍(包括在電子通訊未能抵達閣下之情況下的任何再次發送程序)向閣下發送或再次發送電子通訊,則即使閣下因該電子通訊未準確收到或未收到而蒙受了損失,我們也無需對閣下承擔任何責任。

All eCorrespondence sent or re-sent (if applicable) under the AutoAdvice Service to the eAddress shall be deemed to be delivered to you at the time when the eCorrespondence was successfully sent or re-sent by us based on our record. If we can demonstrate that we have sent, or attempted to send, to you the eCorrespondence according to the service scope of the AutoAdvice Service as may be determined by us from time to time (including, any re-sending procedures if the eCorrespondence fails to be sent to you), we shall have no liability to you if you suffer loss due to the eCorrespondence not being received accurately or at all.

- 3.8. 閣下應及時地打開、閱讀或查看並仔細查閱和檢查發送至閣下電子地址的所有電子通訊,若發現因任何原因引起的任何錯誤、不一致、未經授權交易或其他異常(包括偽造、詐騙、缺乏授權或閣下或任何其他人的疏忽),閣下應盡快通知我們。

You shall open, read or access and carefully review and examine all eCorrespondence sent to your eAddress in a timely manner and advise us as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities arising from whatever cause, including forgery, fraud, lack of authority or your negligence or negligence of any other person(s).

- 3.9. 如果閣下已選擇或我們已指定(視乎情況而定)在自動通知服務下向閣下電子地址發送的電子結單和(或)電子通知之類型、類別或組合,(除非我們另行規定)我們可不經通知就在自動通知服務中納入與閣下不時在我們開設並持有的所有帳戶相關的電子結單和電子通知以及與我們未來可能提供給閣下的或閣下未來可能使用的所有服務相關的、我們認為屬上述類型、類別或組合的電子結單和電子通知。

Where you have selected or that we have designated, as the case may be, a certain type, category or group of eStatements and or eAdvice to be sent to your eAddress under the AutoAdvice Service, we may without further notice and unless we specify otherwise, include within the AutoAdvice Service the eStatements and eAdvice relating to all Accounts that you may open and maintain with us from time to time and the eStatements and eAdvice of all Services that we may provide to or be used by you in the future that shall, in our view, fall within the said type, category or group.

- 3.10. 我們發送的任何電子通訊均為單程通訊。

Any eCorrespondence sent by us is one-way only.

- 3.11. 閣下確認,閣下已對使用自動通知服務可能涉及的風險(包括電子通訊未經閣下授權被攔截、監控、修改、篡改或被發送或披露給其他方)進行了評估和分析,因此閣下理解、認知並接受這些風險。

You confirm that you have assessed and analysed, and so you understand, acknowledge and accept all possible risks involved in using the AutoAdvice Service including the risks of the eCorrespondence being intercepted, monitored, amended, tampered with or being sent or disclosed to other parties without your authorization.

- 3.12. 閣下及任何其他人均不應將任何電子通訊、隨附電子郵件、傳真或任何超連結中包含的任何資訊或通訊視為在任何司法管轄區內向任何人發出的關於認購任何產品或服務(包括投資產品、存款、保險和貸款)的要約或招攬(若在該司法管轄區內向該等人士發出該等邀請或招攬是不合法的)。

Neither you nor any other person should regard any information or communication contained in an eCorrespondence,

the covering email or facsimile or any hyperlink(s) attached as an offer or solicitation to subscribe for any products or Services (including Investment Products, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.

- 3.13. 如果閣下未能收到任何電子通訊，或閣下在收到任何電子通訊方面有延遲，或存在與任何電子通訊或與閣下從我們接收任何電子通訊相關的其他異常情形或問題，閣下必須立即（以我們認可之形式、格式和方式）通知我們。

You must notify us immediately (via such means and in such format and manner as shall be acceptable to us) should you fail to receive, or that there is any delay in or other irregularities or problems in connection with any eCorrespondence or your receiving any eCorrespondence from us.

- 3.14. 以不影響上文一般規定第9.2和9.3條的一般性規定為前提，如果我們有理由認為，閣下電子地址或我們發送給閣下的電子通訊的安全性已遭破壞或電子通訊不再抵達閣下的電子地址，我們依我們裁量可以不經通知就暫停自動通知服務。在此情況下，我們會將未來所有對應的紙質結單和紙質通知轉發至我們登記的閣下最新郵寄地址，直至我們或閣下按照我們屆時實行的流程恢復自動通知服務。

Without prejudice to the generality of Clauses 9.2 and 9.3 of the General Provisions above, in the event where we have reason(s) to believe that the security of your eAddress or the eCorrespondence sent to you has been compromised or that the eCorrespondence will no longer reach you at the eAddress, we may in our sole discretion and without notice suspend the AutoAdvice Service in which case we will forward all future corresponding Physical Statements and Physical Advices to your mailing address last registered with us until the AutoAdvice Service is resumed either by us or by you in accordance with our procedures applicable at the time.

4. 電子交易服務

ELECTRONIC TRADING SERVICE

- 4.1. 如果我們依我們裁量同意提供電子交易服務，本第4條的規定將適用。

The provisions in this Clause 4 will apply if we, in our absolute discretion, agree to offer Electronic Trading Services.

- 4.2. 閣下或閣下的任何獲授權人可以不時指示我們作為閣下的代理或另行代表閣下透過電子交易服務開展投資產品、應收款、資產或資金的存托、買賣或其他交易。

You or any of your Authorized Persons may from time to time Instruct us, acting as your agent or otherwise, to deposit, purchase and/or sell or otherwise deal with Investment Products, receivables, assets or monies on your behalf through the Electronic Trading Service.

- 4.3. 閣下理解並同意（且閣下應促使閣下的獲授權人承諾並同意）自行對我們指定的和/或閣下或閣下的獲授權人（視乎情況而定）選定的任何PIN、用戶名以及為所提供之電子交易服務指派的任何安全措施之保密、安全和使用負責。閣下和閣下的獲授權人：

You undertake and agree, and shall procure that your Authorized Persons undertake and agree to be wholly and solely responsible for the confidentiality, security and use of any PIN, User ID designated by us and/or selected by you or your Authorized Person (as the case may be), and any Security Mechanism assigned for the purposes of the Electronic Trading Service provided. You and your Authorized Person shall:

- (i) 不得向除閣下（作為相關的客戶）及閣下的獲授權人之外的任何其他人士披露也不得允許其使用任何安全措施；
not disclose to, or allow any of the Security Mechanisms to be used by, any person other than you (as the relevant Customer) or an Authorized Person;
- (ii) 在寫下或另行記錄閣下的PIN或用戶名時，確保非經閣下授權之任何人無法輕易識破並使用該PIN或用戶名。
not write down or otherwise record your PIN or User ID in a manner that can be easily understood and used by someone else not authorized by you.

4.4. 閣下確認並同意，閣下應自行對透過電子交易服務輸入的所有指示負責。閣下進一步認知，電子交易服務、我們網站及其中包含之軟件均歸我們專有。閣下承諾並保證，閣下不會（也不會試圖）以任何方式對電子交易服務、我們網站及其中包含的任何軟件的任何部分實施篡改、修改、解譯、反向工程、損壞、損毀或另行更改，也不會試圖對電子交易服務、我們網站及其中包含的任何軟件的任何部分實施未經授權的和/或非法的訪問。閣下同意，如果任何時候閣下違反上述承諾和保證，我們有權不經通知就立即關閉任何或所有的帳戶，並且閣下認知，我們可以針對閣下採取法律行動。閣下承諾，如果閣下得知任何其他人有本條上文所述的任何行為，閣下將立即通知我們。如果我們得知或懷疑，一個或多個帳戶的運作或電子交易服務的整體運作方面存在安全漏洞，我們依我們裁量可以拒絕或延遲按照閣下的指示行事，而無需對閣下承擔任何責任。

You acknowledge and agree that you will be wholly and solely responsible for all Instructions entered through the Electronic Trading Service. You further acknowledge that the Electronic Trading Service, our website and the software comprised in them are proprietary to us. You undertake and warrant that you will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized and/or illegal access to any part of the Electronic Trading Service, our website and any of the software comprised therein. You agree that we shall be entitled to close any or all of the Accounts immediately without notice to you, and you acknowledge that we may take legal action against you, if you are at any time in breach of this undertaking and warranty. You undertake to notify us immediately if you become aware that any of the actions described above in this provision is being perpetrated by any other person. **We may in our absolute discretion without liability, refuse to act on or delay acting on your Instructions if we know or suspect a breach of security in respect of or in connection with the operation of one or more of the Accounts or the Electronic Trading Service in general.**

4.5. 除非閣下與我們間另有約定，否則，在帳戶中存在足夠用於結算交易的已清算資金、投資產品或我們認可的其他資產且我們收到我們要求的文件之前，我們不會執行閣下的任何指令。

Unless otherwise agreed between you and us, we will not execute any of your order until there are sufficient cleared funds, Investment Products or other assets acceptable to us in the Account to settle transaction and upon receipt of the documents as we so require.

4.6. 在閣下已收到我們以電子方式或紙質方式發出的、確認我們已收到閣下指示或確認我們已執行閣下指令的消息之前，我們不會被視為已收到閣下的指示或已執行閣下的指令。

We will not be deemed to have received your Instructions or have executed your orders unless and until you are in receipt of our message acknowledging receipt or confirming execution of your orders, either by electronic means or hard copy.

4.7. 任何交易並非一定會在閣下發出指示的同時執行。某些事項可能要花費時間處理，並且某些指示只能在正常營業時間內處理，即使電子交易服務是在綫提供的並可以在正常營業時間之外訪問。

A transaction may not always be executed at the same time when your Instructions are given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though Electronic Trading Service is online and may be accessible outside such hours.

4.8. 閣下認知並同意，作為使用電子交易服務發出指示的一項條件，若發生以下情形，閣下將立即通知我們：

You acknowledge and agree that, as a condition of using the Electronic Trading Service to give Instructions, you will immediately notify us if:

(i) 指示已透過電子交易服務下達，但閣下未收到指示編號或未收到關於指示或其執行的準確的確認單（無論是紙質、電子還是口頭形式）；

an Instruction has been placed through the Electronic Trading Service and you have not received an Instruction number or have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);

(ii) 閣下收到的確認單（無論是紙質、電子還是口頭形式）中所示的指示不是閣下發出的指示，或閣下收到的確認單有錯誤或異常；

you have received acknowledgement (whether by hard copy, electronic or verbal means) of an Instruction which you did not issue or has error or irregularity;

- (iii) 閣下得知任何人正在進行或試圖進行上文第4.4條中所述的任何行爲；
you become aware of any of the acts mentioned in the preceding Clause 4.4 being done or attempted by any person;
- (iv) 閣下得知存在對屬閣下之PIN或任何安全措施的未經授權和/或非法使用；或
you become aware of any unauthorized and/or illegal use of the PIN or any Security Mechanisms belonging to you; or
- (v) 閣下在使用電子交易服務過程中遭遇任何困難。
you experience any difficulties in the course of using the Electronic Trading Service.

4.9. 閣下應在輸入每一項指示前仔細審核相關指示，因為閣下的指示一旦發出就無法再逆轉、修訂或取消。

You shall review every Instruction before entering it as it may not be possible to reverse, amend or cancel your Instruction once given.

4.10. 閣下同意，對於閣下或任何其他人士因使用或試圖使用電子交易服務而蒙受的任何損失或損害，我們概不負責，除非該等損失或損害是由於我們的故意違約或嚴重疏忽導致的。閣下進一步承諾，對於我們因閣下使用電子交易服務蒙受的任何損失或損害，閣下經要求應向我們作出彌償，除非該等損失或損害不在閣下的控制範圍內。

You agree that we shall not be liable for any loss or damage you or any other person may suffer as a result of using or attempting to use the Electronic Trading Service unless such loss or damage are caused by willful default or gross negligence on our part. You further undertake to indemnify us on demand for any loss or damage we may suffer as a result of the use of the Electronic Trading Service save and except that such loss or damage is beyond your control.

4.11. 以不影響上文一般規定第9.2和9.3條的一般性規定為前提，在我們認為必要或恰當時（例如，在涉嫌存在安全漏洞的情況下為保護閣下的利益，或我們因維護或其他原因需要暫停電子交易服務），我們不經通知就可以暫停透過電子交易服務提供給閣下的任何服務。

Without prejudice to the generality of Clauses 9.2 and 9.3 of the General Provisions above, we may suspend any service provided to you via the Electronic Trading Service without notice where we consider it necessary or advisable to do so, for example to protect your interest when there is a suspected breach of security or we need to suspend the Electronic Trading Service for maintenance or other reasons.

4.12. 閣下認知並同意，如果閣下在電子交易服務過程中使用的任何通訊模式臨時停用或暫停，閣下可以在此期間繼續運作帳戶，但我們有權獲取與核實閣下的身份相關的、我們不時認為恰當的任何資訊。

You acknowledge and agree that if the mode of communication used by you in the course of the Electronic Trading Service becomes temporarily unavailable or suspended, you can during such period continue to operate the Account subject to our right to obtain such information regarding the verification of your identity as we may from time to time think fit.

4.13. 閣下認知，電子交易設施是以電腦組成系統來進行指令傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或發生故障，而閣下追討損失的能力或會受制於系統供應商、市場、結算所及/或交易所參與者就其所承擔之責任施加的限制。此類責任限制會有不同，閣下應查詢這方面的詳情。

You acknowledge that electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary and you should ask for details in this respect.

4.14. 閣下認知，透過電子交易服務進行買賣，便須承擔與該系統有關的風險，包括有關系統硬件或軟件可能會發生故障的風險。系統故障可能會導致閣下的交易指示不能根據指示執行，甚或完全不獲執行。

You acknowledge that trading using the Electronic Trading Service may expose your trades to risks associated with the system including the failure of hardware and software. The result of any system failure may be that its order is either not executed according to its Instructions or is not executed at all.

4.15. 閣下認知，我們、交易所和我們的關係企業可以對其透過電子交易服務提供給閣下的所有市場資料主張專有權益和權利；並且閣下同意不作出可能構成對該等權利或權益之侵權或侵佔的任何行為。閣下亦了解，我們不保證市場資料或任何市場資訊（包括透過電子交易服務提供給閣下的任何資訊）的及時性、時序性、準確性或完整性。我們不在任何方面對因以下情形產生的任何損失承擔責任：

You acknowledge that we, Exchange and our Affiliate may assert proprietary interests and rights over all market data they furnish to you through the Electronic Trading Service and agree not to do any act which would constitute any infringement or encroachment of such rights or interests. You also understand that we do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to you through the Electronic Trading Service). We shall not be liable in any way for any loss arising from or caused by:

- (i) 任何該等資料、資訊或消息的不準確、錯誤或遺漏；
any inaccuracy, error in or omission from any such data, information or message;
- (ii) 任何該等資料、資訊或消息延遲傳輸或交付；
any delay in the transmission or delivery thereof;
- (iii) 任何通訊中斷或堵塞；
any suspension or congestion in communication;
- (iv) 任何該等資料、資訊或消息的不可用或中斷，不論是否是我們的任何行為或不作為導致的；或
any unavailability or interruption of any such data, message or information whether due to any of our acts or omissions; or
- (v) 不在我們控制範圍內的任何情形。
by any forces beyond our control.

5. 指示

INSTRUCTIONS

5.1. 閣下請求並授權我們在透過安全措施正式完成對閣下身份的驗證後信賴閣下或閣下的獲授權人透過一項或多項電子服務不時發出或聲稱發出的任何指示，並依照該指示行事。我們有權將所有該等指示視為有效的、經閣下正式授權的指示，且我們無進一步義務核實閣下的身份或授權或任何指示的真實性。

You request and authorize us to rely upon and act in accordance with any Instruction which may from time to time be, or purport to be, given by you or your Authorized Person through the use of one or more of the Electronic Services, upon you being duly identified and authenticated by us through the Security Mechanisms. We are entitled to treat all such Instructions as valid and duly authorized by you and we shall be under no further duty to verify the identity or authorization of you or the authenticity of any Instruction.

5.2. 以不影響相關協議任何其他規定或我們拒絕按照任何指示行事的一般權利為前提，在以下情形下，我們依我們裁量可以拒絕按照任何指示行事或延遲行事，且不為此承擔任何責任：

Without prejudice to any other provision of the Agreement or our general right to decline to act on any Instruction, we may, in its absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:

- (i) 發出或聲稱發出相關指示的人未能提供我們要求的任何額外資訊，包括出示相關的安全措施；
the person giving or purporting to give the Instruction fails to provide such additional information as we may require, including the production of the relevant Security Mechanism;
- (ii) 該指示（若處理）會導致我們或閣下設置的限額（例如在使用相關電子服務時適用的每日轉帳或交易限額）被超出；或
such Instruction, if processed, would result in a limit imposed by us or you being exceeded (such as a daily transfer or transaction limit applicable to the use of the relevant Electronic Service); or
- (iii) 我們被告知帳戶或電子服務存在安全漏洞，或我們實際懷疑帳戶或電子服務存在安全漏洞。
we have been informed of or actually suspects a breach in the security of the Account or the Electronic Services.

5.3. 不得透過電子服務內所含之安全簡訊功能向我們作出任何指示，並且，若有任何指示被稱透過該等方式作出，我們得專依我們裁量對該等指示不予理會，且不為此承擔任何責任。

No Instructions may be given to us through the secure messaging function incorporated in any of the Electronic Services, and if purported to be given by such means, such Instruction may be disregarded by us at our absolute discretion without any liability on its part.

5.4. 閣下同意，透過任何電子服務發出的所有電子格式指示均視為書面正本文件。閣下不得以任何指示是以電子格式作出或並非書面或正本文件為由對該等指示之有效性或可執行性提出爭議或異議，且閣下放棄閣下在法律上可能享有之任何該等權利。閣下認知並同意與指示相關之所有該等記錄均可用作證據採納，且閣下不會僅以該等記錄被納入和/或存在於電子格式之中或者是由電腦系統生成或輸出為由就該等記錄內容之可採納性、可靠性、準確性或真實性提出異議或爭議，閣下於茲放棄閣下提出該等異議或爭議之權利（如有）。

You agree that all Instructions in electronic form given through any of the Electronic Services shall be treated as written and original documents. You shall not dispute or challenge the validity or enforceability of any such Instruction on the grounds that it is made in electronic form or is not a written or original document and you waive any such right you may have at law. You acknowledge and agree that all such records in relation to such Instructions are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records solely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and you hereby waive your rights (if any) to such challenge or dispute.

6. 安全

SECURITY

6.1. 閣下應（且應促使閣下的獲授權人）確保閣下安全措施的安全性、保密性和完整性始終得到保障。閣下應對任何安全措施的任何意外、故意或非故意使用或披露承擔責任。閣下應行使應有的謹慎和專注，防止安全措施被盜和/或遭到欺詐性或未經授權的使用或濫用。

You shall, and shall procure your Authorized Person to, keep your Security Mechanisms secure and maintain their confidentiality and integrity at all times. You shall be responsible and liable for any accidental, intentional or unintentional use or disclosure of any Security Mechanism. You shall exercise all due care and attention to prevent the loss of and/or fraudulent or unauthorized use or abuse of the Security Mechanisms.

6.2. 閣下應採取一切合理的安全預防措施，包括：

You shall take all reasonable security precautions, including to:

- (i) 不向除閣下或獲授權人之外的任何其他人披露其安全措施，也不允許該等其他人使用閣下任何安全措施；
not disclose to, or allow any of your Security Mechanisms to be used by, any person other than you or an Authorized Person;

- (ii) 在收到我們提供的PIN之後，立即按照我們不時指示將我們提供的PIN更改為閣下自己選擇的PIN；
change any PIN provided by us to a PIN selected by you in accordance with our instruction from time to time immediately upon receipt of the PIN provided by us;
- (iii) 記住PIN並立即銷毀我們發出的關於PIN的任何通知；
memorize the PIN and destroy any notice from us concerning the PIN promptly;
- (iv) 在寫下或記錄PIN時，確保未經閣下授權的其他人無法輕易識破並使用PIN；
never write down or record its PIN so that it can be understood and used by someone else not authorized by you;
- (v) 定期更改PIN（並且我們可以不時要求閣下更改PIN）；
change the PIN on a regular basis (and we may require such changes from time to time);
- (vi) 避免將可輕易獲取的閣下的個人資料或個人資訊用作PIN，例如閣下的電話號碼、生日、身份證號碼或閣下名稱/姓名的可辨識部分；
avoid using readily accessible personal data or information relating to you, such as your personal telephone number, birthday, identification document number or a recognisable part of your name, as the PIN;
- (vii) 避免使用與PIN相同或相似的隱秘安全代碼來訪問其他服務；
avoid using a secret identification code which is the same as or similar to the PIN for accessing other services;
- (viii) 採取恰當措施防止其安全措施遭到未經授權的訪問（例如，透過確保閣下的安全令牌保管在安全的地方、其PIN不被任何人看到也不被閉路電視監控系統拍到、不讓任何人識別出閣下或獲授權人在登錄任何安全措施時點擊了哪些鍵）；
take appropriate steps to prevent unauthorized access to your Security Mechanisms (for example, by ensuring that its Security Token is put in safe custody and its PIN is not seen by anyone or monitored by closed circuit TV and not allowing anyone to identify the keys you or an Authorized Person presses while logging on with any Security Mechanism);
- (ix) 永遠不要在自動保留PIN的任何軟件上記錄PIN（例如，任何網絡瀏覽器或其他軟件上的任何提示、「保存密碼」功能或類似功能）；
never record its PIN on any software which retains it automatically (for example, any prompts, “save password” features or similar on any internet browser or other software);
- (x) 如果閣下的任何電腦或電信設備離開閣下或任何獲授權人（哪怕是暫時離開），確保數碼證書已從該等電腦或電信設備上刪除；
ensure that Digital Certificates are removed from any of your computers or Telecommunication Equipment which leave your possession or the possession of any Authorized Person at any time, even temporarily;
- (xi) 不要向未能證實其身份的任何人或向任何可疑網站披露閣下的個人資料（例如閣下的身份證或護照上的資訊、地址或銀行帳戶）；
not disclose your personal information (such as information on your identity card or passport, addresses or bank accounts) to any persons failing to establish their identities or any suspicious websites;
- (xii) 負責確保閣下電信設備的安全，採取一切合理的預防措施防止任何未獲授權人員訪問任何保密資訊（包括發送至該等電信設備的電子通訊）。對於這一點敬請注意，我們永遠不會透過電子通知服務要求閣下提供閣下的帳戶、安全措施詳情或閣下的個人資料；
be responsible for the security of your Telecommunications Equipment and take all reasonable precautions

to prevent any unauthorized person from accessing any confidential information including the eCorrespondence sent thereto. Please note in this regard that we will never make a request for you to provide your Account, Security Mechanism details or your personal information via the AutoAdvice Service;

- (xiii) 針對自動通知服務：
in relation to the AutoAdvice Service:
- (a) 始終確保所有安全詳情（如有）的安全性和保密性，採取一切合理預防措施防止其遭到未經授權或欺詐性使用，並確保閣下的電子地址和發送至閣下電子地址的電子通訊不會遭到未經授權或欺詐性訪問；
keep all security details (if any) secure and confidential at all times and take all reasonable precautions to prevent unauthorized or fraudulent use thereof and ensure that unauthorized or fraudulent access to your eAddress and the eCorrespondence sent by email to your eAddress is prevented;
- (b) 檢查、核實和驗證電子通訊的發送人（包括電子通訊發送人的傳真號碼、電子郵件或網址（視乎情況而定），以確保是我們發送的真實電子通訊；
check, verify and authenticate the sender of the eCorrespondence including the facsimile number, email or website address of the sender of the eCorrespondence as the case may be to ensure that they are genuine and have been sent by us;
- (xiv) 請勿試圖透過公共或共享電腦或電郵中所含超連結登錄電子服務，除非閣下已核實登錄電子服務之網站的真實性；
not attempt to access the Electronic Services through public or shared computers or through hyperlinks embedded in emails unless you have verified the authenticity or genuineness of the website through which the Electronic Services is accessed;
- (xv) 確保閣下的電信設備、電腦和/或設備已做安全配置，並已針對電腦病毒及惡意程序做出充分保護，舉例而言，安裝個人防火牆及定期更新殺毒軟件和任何程序安全補丁；及
ensure that your Telecommunication Equipment, computers and/or devices are securely configured and that they are adequately protected from computer viruses and malicious programs, for example, by installing a personal firewall and regularly updating their anti-virus software and any program security patches; and
- (xvi) 不得使用或連接至任何第三方中介機構帳戶合併或類似服務，致使任何安全措施披露給除我們外之任何其他人。
not use or connect to any third party intermediary account aggregation or similar services through which any Security Mechanisms are disclosed to anyone other than us.

6.3. 一旦閣下（不論自己還是透過獲授權人）已登錄到網銀服務、電子交易服務或我們網站，閣下必須先退出網銀服務、電子交易服務或我們網站，否則不得於任何時候離開其用於登錄網銀服務、電子交易服務或我們網站的電信設備、電腦或其他終端設備，也不得允許任何其他人使用該電信設備、電腦或其他終端設備。閣下應負責確保每一獲授權人在每一使用節數結束時退出網銀服務、電子交易服務或我們網站。

Once you, whether yourself or by an Authorized Person, have logged on to the Internet Banking Service, the Electronic Trading Service or our website, you must not at any time leave the Telecommunication Equipment, computer or other terminal from which you have accessed the Internet Banking Service, the Electronic Trading Service or our website or allow anyone else use the Telecommunication Equipment, computer or other terminal, without first logging off the Internet Banking Service, the Electronic Trading Service or our website. You will be responsible for ensuring that each Authorized Person has logged off the Internet Banking Service, the Electronic Trading Service or our website at the end of each session.

6.4. 若閣下得知或懷疑發生以下情形，閣下應在合理可行之情形下盡快通知我們：

You shall notify us as soon as reasonably practicable upon notice or suspicion of:

- (i) 閣下任何安全措施被盜或遭破壞，或披露給任何未獲授權人（包括不再參與閣下業務且相關授權已被閣下撤銷的任何前獲授權人）或被其另行獲取；

any of its Security Mechanisms being lost or compromised or disclosed to or otherwise obtained by any unauthorized person (including any former Authorized Person which ceases to be involved with your business and whose authority has been revoked by you);

- (ii) 有人使用閣下任何安全措施或另行在閣下任何帳戶上發出任何未經授權指示或實施或執行任何未經授權交易；
any unauthorized Instruction given or unauthorized transaction effected or conducted with any of its Security Mechanisms or otherwise on any Account;
- (iii) 若任何電子郵件或傳真、電子通訊或網站超連結看起來有異常，應盡快通知我們；
as soon as possible if any email or facsimile, eCorrespondence or website hyperlink appears to be irregular;
or
- (iv) 可能對我們提供電子服務或閣下使用電子服務造成影響的一切事項，包括：閣下知道或懷疑有人未經授權訪問閣下的電子地址或電子通訊或閣下用來接收電子通訊的任何電信設備，或閣下的電子地址或其他聯絡方式已經或將會發生變化，或閣下的電信設備或網絡服務已經或將會暫停、到期、中斷或終止；
all matters which may have an impact on or otherwise affect our provision or your use of the Electronic Services including if you know or suspect that someone has unauthorized access to your eAddress or the eCorrespondence or any Telecommunications Equipment to which you receive the eCorrespondence or if your eAddress or other contact details are or will be changed or your Telecommunications Equipment or internet service has or will be suspended, expired, disconnected or terminated,

(「安全漏洞通知」)。安全漏洞通知應由閣下本人在我們任何分行向我們報告，或由閣下透過撥打我們不時規定的電話號碼報告給我們。閣下同意受透過閣下受損安全措施作出之所有指示及因任何該等指示而發生之交易（包括我們無法阻止實施或處理之任何指示或交易）之拘束並為該等指示和交易承擔責任，直至我們實際收到閣下之安全漏洞通知並停止或撤銷對該等受損安全措施之使用。閣下同意閣下有責任核實因安全漏洞通知而未得處理之任何指示或交易是否實際曾獲有效、正式授權，並在必要時提交新指示。若閣下未令人滿意地得到安全措施驗證或安全措施被連續多次不正確使用，則我們可限制或阻止對任何電子服務之登錄和使用。經閣下向我們提出書面申請後方可恢復登錄。我們亦可隨時（包括在收到安全漏洞通知（定義見上文）後）停止或撤銷對任何安全措施之使用，而無須為此給出任何理由或提前向閣下發送通知。

(a “Security Breach Notification”). Such Security Breach Notification shall be made by reporting to us in person at any branch of us or by telephone at such telephone number as we may from time to time specify. **You agree to be bound by and be liable for all Instructions and any transactions resulting from any Instructions (including any Instructions or transactions which we were unable to stop from executing or processing) made using its compromised Security Mechanisms until such time as we have actually received the Security Breach Notification from you and have deactivated or revoked the use of such compromised Security Mechanisms. You agree that it is your own responsibility to verify whether any Instructions or transactions which have not been processed as a result of a Security Breach Notification are in fact validly duly authorized, and to submit new Instructions where necessary. We may restrict or block access to and the use of any of the Electronic Services if you have not been authenticated satisfactorily by the Security Mechanisms on consecutive occasions. Such access may only be reinstated by a written request from you to us. We may also deactivate or revoke the use of any Security Mechanisms at any time (including following receipt of a Security Breach Notification (as defined above)) without providing any reason and without prior notice to you.**

6.5. 閣下將承擔因下列原因所致之所有損失、責任、費用和開支：閣下疏忽，或者閣下未在閣下發現或相信閣下安全措施被破壞、遺失或被盜或閣下帳戶內已發生未經授權交易後合理可行之情形下盡快通知我們（不論其是否是因閣下未遵守相關協議所載的或我們不時另行規定的安全預防措施和保障所致）。

You will be liable for all losses, liabilities, costs and expenses arising as a result of your negligence or if you fail to inform us as soon as reasonably practicable after you find or believe that your Security Mechanisms have been compromised, lost or stolen, or that unauthorized transactions have been conducted over their Accounts (whether or not arising as a result of you failing to follow the security precautions and safeguards set out in the Agreement or otherwise specified by us from time to time).

- 6.6. 簽發給閣下的任何安全措施應一直有效，直至被閣下修改或被我們廢除、取消或停用。
Any Security Mechanism issued to you shall remain effective until changed by you or revoked, cancelled or suspended by us.
- 6.7. 閣下應對閣下或其任何獲授權人的電信設備或電腦中持有或保存的或閣下另行持有的任何安全措施的安全性負責，閣下及每一獲授權人必須確保任何未經授權第三方均無法訪問或篡改任何安全措施。閣下及每一獲授權人均不得為除向我們識別閣下身份之外的其他目的使用任何安全措施，且不得向除我們之外任何其他方傳輸或另行發送任何安全措施。
You are responsible for the security of any Security Mechanisms held or retained in your or any Authorized Person's Telecommunication Equipment, computers or otherwise held by any of them. You and each Authorized Person must ensure that no Security Mechanisms can be accessed or tampered with by any unauthorized third party. You and each Authorized Person must not use any Security Mechanisms for any purpose other than identifying you to us and must not transmit or otherwise send any Security Mechanism to any party other than to us.
- 6.8. 閣下同意，閣下應自行負責與任何電子服務相關使用的任何瀏覽器或其他軟件或電腦或電信設備的正常運行和保護（包括閣下及時採用所有安全補丁和其他安全步驟）。
You agree you will be solely responsible and liable for the performance and protection of any browser or other software or computer or Telecommunications Equipment used in connection with any of the Electronic Services, including the prompt adoption by you of all security patches and other security measures.
- 6.9. 我們可審查和維持最新且最合適之安全預防措施，以在可行範圍內盡可能保護閣下不會遭遇欺詐性交易。閣下或會隨時被要求升級向其所簽發之安全措施，以遵守任何安全保護措施和/或監管要求。我們強烈建議閣下應遵守透過電子服務提供予閣下之安全預防措施與意見。我們建議閣下定期查詢有關任何該等安全預防措施和意見之更新。
We may review and maintain up-to-date and best-fit security precaution measures to protect you from fraudulent transactions so far as may be practicable. You may from time to time be required to upgrade any Security Mechanism issued to you in order to comply with any security protection and/or regulatory requirements. We strongly recommend that you adhere to the security precautions and advice made available to you through the Electronic Services. You are recommended to check regularly for updates to any such security precautions and advice.

7. 轉帳

FUND TRANSFER

- 7.1. 對於透過任何電子服務發出的、涉及資金轉移的指示（例如在閣下任何帳戶間轉移或轉移至任何第三方在我們或其他銀行持有的一個經批准的指定帳戶），只有在不過過我們不時設定的限額且滿足我們不時規定的條件時，才會被我們受理。
Instructions given through any of the Electronic Services involving the transfer of funds (such as between any Accounts of you or to a designated and approved account of any third party with us or with other banks) will only be accepted and processed by us subject to such limits and conditions as we may specify from time to time.
- 7.2. 只有當相關帳戶中有充足的可用資金或貸項時，才允許透過任何電子服務進行轉帳，除非我們另行同意。
No transfer of funds using any of the Electronic Services is permitted unless there are sufficient funds or credit available in the relevant Account, unless we otherwise agree.

8. 資訊和第三方連結的準確性

ACCURACY OF INFORMATION AND THIRD PARTY LINKS

- 8.1. 我們將盡力確保，透過電子服務提供給閣下的任何資訊是我們電腦系統中包含之資訊的準確記錄或（若此等資訊是由第三方提供的）準確反映我們從第三方收取的資訊。由於服務的性質以及可能超出我們控制範圍的情形，我們不作以下保證或陳述：透過電子服務提供的任何資訊是準確的、完整的、最新的、無誤的。所有這些資訊均僅提供給閣下參考。閣下認知，閣下依賴或使用這些資訊所涉及的風險由閣下自行承擔。

We will endeavour to ensure that any information provided to you through the Electronic Services is an accurate record of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the service and circumstances which may be beyond our control, we give no warranty or representation that any information provided through the Electronic Services is accurate, complete, up-to-date or error free. All such information is provided for your reference only. You acknowledge that any reliance or use of such information by you will be at your own risk.

- 8.2. 市場價格波動迅速，而任何電子服務所提供之任何資訊（包括費率或定價資訊）僅供參考。除非任何已確認費率或價格是在規定期限內由閣下作出和接受，否則我們不就閣下因透過電子服務作出之任何指示按實施之時的有效費率或價格實施而遭受或招致之任何損失（包括機會損失）或責任承擔任何責任。此外，我們不能保證透過電子服務提供之任何該等資訊反映了資訊提供之時的實際商業情況（包括對根據所提供之資訊實施任何指示或交易所需之任何時間予以說明）或者任何該等資訊是真實、準確和完整且在任何方面均不具有誤導性。

Market prices may fluctuate rapidly and any information provided by any of the Electronic Services, including rates or pricing information, is provided for reference only. **Unless any confirmed rate or price is offered and accepted by you within the specified time limit, we shall not be liable for any loss (including loss of opportunity) or liability suffered by you or arising out of any Instructions given through any of the Electronic Services being executed at the prevailing rate or price at the time of execution.** Furthermore, we cannot guarantee that any such information available or provided through the Electronic Services reflects the commercial reality at the time the information is provided (including to account for any time as may be necessary for the execution of any Instruction or transactions pursuant to the information provided) or that any such information is true, accurate and complete and not misleading in any way.

- 8.3. 除非我們另有書面規定，否則透過任何電子服務提供予閣下之資訊並不構成我們之有拘束力要約，且任何該等資訊亦不得解釋為作出關於任何台新集團成員（我們除外）在香港開展業務之任何陳述。任何擬議指示或交易應始終由我們專依我們裁量予以接受。

Except as otherwise specified in writing by us, the information provided to you through any of the Electronic Services does not constitute binding offers on the part of us, nor should any such information be construed to be any representation that any Taishin Group Member (other than us) conducts business in Hong Kong. Any proposed Instruction or transaction through any of the Electronic Services shall at all times be subject to acceptance by us in our sole discretion.

- 8.4. 電子服務或會僅為方便閣下之目的而包含第三方網站之提述或超連結。任何台新集團成員均不就任何第三方網站的提供、內容和/或進一步提述或超連結承擔任何責任。電子服務上包含任何該等提述或超連結不得視為是對任何第三方或其網站上之任何服務/產品或內容的認可、推薦、批准、保證或引介。任何台新集團成員在任何情形下均不得視為是閣下與該等第三方外部網站之提供者和/或關係企業間達成之任何形式的任何合同安排的一方當事人，除非我們另行明確同意。

The Electronic Services may contain references or hyperlinks to third party websites solely for the convenience of you. No Taishin Group Member shall liable for the availability, content and/or further references or hyperlinks on any third party websites. The inclusion on the Electronic Services of any such references or hyperlinks shall not be deemed to be an endorsement, recommendation, approval, guarantee or introduction of any third parties or of any service/products on their websites, nor of the content of such websites. No Taishin Group Member shall in any circumstances be deemed to be a party to any contractual arrangements, in any form, entered into between you and the providers and/or affiliates of such third party external websites, unless otherwise expressly agreed by us.

9. 數碼證書

DIGITAL CERTIFICATE

- 9.1. 我們授予閣下一項非排他性、不可轉讓、不可分許可的許可，根據該許可，閣下可以在閣下或閣下獲授權人的網絡瀏覽器上使用數碼證書。對數碼證書的所有權和權利歸我們所有，除透過該許可授予閣下的特定權利外，閣下及閣下任何獲授權人均不會取得數碼證書中的任何權利，這些權利將始終歸我們所有。

We grant you a non-exclusive, non-transferable, non-sublicensable licence to use Digital Certificates on the internet browsers of you or of your Authorized Person. Title to and rights in the Digital Certificates belong to us and, except for the specific rights granted to you by this licence, neither you nor any of your Authorized Persons will acquire any rights whatsoever to the Digital Certificates, which will remain the property of us at all times.

- 9.2. 閣下將採取一切合理努力，確保我們提供給閣下的任何數碼證書能正常運行從而可以在需要時使用相關的電子服務。若任何數碼證書未能正確運行，閣下或其獲授權人會立即通知我們。

You will make all reasonable efforts to ensure that any Digital Certificate that we provides to you will perform so as to permit access to the relevant Electronic Service as and when required. You or your Authorized Person will notify us immediately if any Digital Certificate fails to function correctly.

- 9.3. 在法律允許的最大範圍內，我們對關於品質令人滿意、可商售性或適用於任何數碼證書之目的的任何隱含條款遭違反不承擔任何責任。

To the maximum extent permitted by law, we shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Digital Certificate.

- 9.4. 在法律允許的最大範圍內，我們對因安裝和/或使用任何數碼證書導致閣下或閣下獲授權人的電腦系統、電信設備或其任何部分的性能受損或降低不承擔任何責任。

To the maximum extent permitted by law, we shall not be liable for any damage to or reduction in the performance of your or your Authorized Person's computer systems, Telecommunications Equipment or any part thereof by the installation and/or use of any Digital Certificate.

- 9.5. 在本條款與條件因任何原因終止後，本第9條中所述的數碼證書許可也隨即終止。在終止後七天內，閣下及獲授權人必須向我們歸還閣下和/或獲授權人持有的所有數碼證書，並在閣下和/或獲授權人的電腦上刪除該等數碼證書的所有記憶（如有）。閣下必須確保，其以及閣下獲授權人、僱員、代理或代表均不會在本條款與條件終止之時或之後作出會導致任何電子服務的安全性或任何其他客戶的系統或安全性受損的任何行爲。

Upon termination of these Terms and Conditions for any reason, the Digital Certificate licence referred to in this Clause 9 shall terminate. Within seven days of termination, you and the Authorized Person(s) must return to us all Digital Certificates held by you and/or the Authorized Person(s) and remove all memories (if any) of such Digital Certificates on your and/or the Authorized Person(s)' s computers. You must ensure that neither you nor any Authorized Person, employees, agents or representatives do anything on or after termination of these Terms and Conditions which will result in the security of any of the Electronic Services or the systems or security of any other Customers being compromised.

10. 責任卸除

EXCLUSION OF LIABILITY

- 10.1. 以不影響相關協議任何其他規定為前提，並且在適用規範允許且不與適用規範抵觸的最大範圍內，如果發生以下情形，導致閣下或任何其他人士蒙受或遭受任何性質的任何損失、損害、費用、支出或其他責任（不論如何產生、不論是否可合理預見、不論直接還是間接引起），我們（及任何台新集團成員）均無需對此承擔任何責任：

Without prejudice to any other provision of the Agreement and to the maximum extent permitted by and not

inconsistent with any Applicable Regulations, we (and any Taishin Group Member) excludes all and any liability in respect of any loss, damage, cost, expense or other liability suffered or sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect:

- (i) 因我們無法合理控制的任何原因 (包括任何個人電信設備、電腦或電腦系統、終端、電信網絡、電氣系統、互聯網服務提供商、軟件或用於訪問互聯網或互聯網服務的其他系統發生故障) 導致閣下無法訪問任何電子服務或我們未能或延遲提供任何電子服務，或任何電子服務暫停提供；
if you are unable to access any of the Electronic Services, or there is any failure or delay tour provision of any Electronic Services, for reasons beyond the reasonable control of us, including any failure or malfunction of any individual Telecommunication Equipment, computer or computer system, terminal, telecommunication network, electrical system, internet service provider, software or other system providing access to the internet or internet services or any other temporary suspension of any of the Electronic Services;
- (ii) 任何指示或任何指示中包含的資料被未經授權攔截、崩潰或丟失；
in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction;
- (iii) 影響任何電子服務、我們網站或電腦系統或閣下之電信設備、裝置、設備或軟件且不在我們合理控制範圍內的任何電腦病毒、惡意軟件和/或類似的惡意或破壞性因素；或
in respect of any computer virus, malware and/or similar malicious or destructive items affecting any of the Electronic Services, our website or computer system or the Telecommunication Equipment, devices, equipment or software of you, which is beyond our reasonable control; or
- (iv) 對電子服務或我們網站或電腦系統進行的任何未經授權「黑客入侵」或其他電腦犯罪；
for any unauthorized “hacking” or other computer crime perpetrated upon the Electronic Services or our website or computer systems,

但因我們的詐騙、嚴重疏忽或故意違約而直接造成並可合理預見的後果所引起的除外。

except to the extent arising as a direct and reasonably foreseeable consequence of our fraud, gross negligence or willful default.

10.2. 為電子服務提供支持的第三方 (包括我們指定的電信公司) 不是我們的代理機構也不代表我們。該等第三方與我們之間不存在任何合作、合夥、合營或其他關係。我們對該等第三方 (包括系統運營方) 引起的任何損失概不負責。

The third parties supporting the Electronic Services (including telecommunications companies designated by us) are neither our agencies nor do they represent us. There is no co-operation, partnership, joint venture or other relationship between the third parties and us. **We are not responsible for any loss caused by such third parties (including system operators).**

10.3. 閣下特此承諾，將核准並確認受償人因向閣下提供電子服務或與之相關採取和辦理的一切行為和事項，並同意，對於我們或任何受償人因向閣下提供電子服務而發生或蒙受的任何類型的任何損失、責任、收費、支出和罰金 (完全因受償人自己的嚴重疏忽或故意違約行為而直接導致的除外，且僅以完全由此直接導致並可合理預見的直接損失和損害 (如有) 為限) 向受償人作出彌償。

You hereby undertake to ratify and confirm all things and matters done by the Indemnified Persons pursuant to or in connection with the provision of the Electronic Services to you and agree to indemnify the Indemnified Persons against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by us or any of them in connection with or as a result of the provision of the Electronic Services to you unless directly and solely caused by or due to the gross negligence or willful default of the Indemnified Persons

and then only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

11. 披露

DISCLOSURE

11.1. 在不限制我們在相關協議下任何其他權利之同時，電子服務及與之相關之客戶資訊和資料均可保存在香港境內外維持之伺服器上，並且，對電子服務之連接和使用將需要借助不受我們控制之第三方所提供之資料傳輸和相關服務。就電子服務之使用而言，閣下授權向我們專依我們裁量認為是實現提供電子服務之目的所必需或可取之人披露、發布、傳輸、處理和保留或者由該人披露、發布、傳輸、處理和保留任何及一切資訊，無論該等資訊是否與閣下或帳戶相關。

Without limiting any of our other rights under the Agreement, the Electronic Services and Customer Information and data in connection therewith may be stored in servers maintained in or outside of Hong Kong and connection to and use of the Electronic Services will require data transmission and related services provided by third parties who may not be under the control of us. In connection with the use of any of the Electronic Services, you authorize the disclosure, release, transmission, processing and retention of any and all information whether relating to you or the Accounts or otherwise, to or by such parties as we in our absolute discretion deems necessary or desirable for the purpose of providing the Electronic Services.

11.2. 閣下理解互聯網是公共網絡，並非徹底安全之通訊方式。儘管我們應採取一切合理可行之措施保護客戶資訊及資料，但我們不就該等資訊及資料以後被披露承擔任何責任。

You are aware that the internet is a public network and is not a completely secure means of communication. While we shall take all reasonably practicable steps to protect your information and data, we shall not be liable for any consequent disclosure of such information or data.

11.3. 若在閣下未遵守相關協議或我們不時發布的其他安全指引或建議的情況下，發生條款與條件下未授權的保密資訊披露，我們不對此承擔任何責任。

We shall not be liable for any disclosure of confidential information not herein authorized where you have not complied with the Agreement or such other security guidelines or recommendation that we may issue from time to time.

12. 投訴

COMPLAINTS

閣下應按一般規定第25條將有關電子服務之任何投訴報告予我們。

You may report any complaint to us in respect of the Electronic Services in accordance with Clause 25 of the General Provisions.

第五部分- 銀行融通之特別規定

Part V - SPECIAL PROVISIONS FOR BANKING FACILITIES

除非上下文另有規定，否則本第五部分所提及之「條」一詞，係指本第五部分之「條」。

Unless the context otherwise requires, a reference to a "Clause" in this Part V means a Clause in this Part V.

1. 第五部分之適用

APPLICATION OF PART V

- 1.1 本第五部分應適用於所有融通，並應構成每一融通之條款及（如有）每一融通函及我們與閣下就融通和/或（如有）根據融通函所達成之每一協議的一部分並被視為納入融通函及該等協議之中。我們向閣下提供之任何特定融通的條款與條件應受限於相關協議及其他融通文件之條款與條件。

This Part V shall apply to all Facilities and shall form part of, and be deemed to be incorporated into, the terms of each Facility and (if any) each Facility Letter and each agreement entered into between us and you in relation to a Facility and/or (if any) pursuant to a Facility Letter. The terms and conditions of any particular Facility which we may make available to you are subject to the terms and conditions of the Agreement and the other Facility Documents.

- 1.2 若在本第五部分任何條款與本條款與條件其他任何部分之任何條款之間存在任何衝突或不一致之處，就該等衝突或不一致之處而言應以本第五部分條款為準。若在本第五部分與任何融通或（如有）任何融通函條款之間存在任何衝突或不一致之處，則應以該等融通或（如有）融通函條款為準。

If there is any conflict or inconsistency between any provision in this Part V and any provision in the other Parts of these Terms and Conditions, the provisions in this Part V shall prevail to the extent of such conflict or inconsistency. If there is any conflict or inconsistency between this Part V and the terms of any Facility or (if any) any Facility Letter, the terms of such Facility or (if any) such Facility Letter shall prevail.

2. 融通之提供及審查

AVAILABILITY AND REVIEW OF FACILITIES

- 2.1 除非我們另行明確同意，否則我們嚴格不就任何融通提供作出任何承諾。因此，所有融通的提供或持續提供均專依我們獨自裁量而定，且我們並無義務提供或（在我們已同意提供之情形下）繼續提供任何融通之所有或任何部分或允許對任何融通進行任何特定利用。

Unless we expressly agree otherwise, all Facilities are made available by us on a strictly uncommitted basis. Accordingly, the availability or continuing availability of all Facilities is subject to our sole and absolute discretion and we shall be under no obligation to make or (where it has agreed to make available) to continue to make available all or any part of any Facility or to permit any particular utilisation of any of them.

- 2.2 所有融通均受限於我們慣行之隨時要求（專依我們裁量而定且不發送任何提前通知）立即且無條件償還之凌駕性權利。

All Facilities are subject to our customary overriding right at any time to require immediate and unconditional repayment on demand (in our sole and absolute discretion and without any prior notice).

- 2.3 我們得專依我們裁量於任何時候不時審查任何融通。我們可在任何時候（專依我們裁量且無需閣下或任何其他方同意）：

We may in our sole and absolute discretion review any Facility at any time and from time to time. We may at any time (in our sole and absolute discretion and without the consent of you or any other party):

- (i) 經通知閣下而修改、修訂或延長提供期或償還期，或者就所有或任何部分之融通及融通下對我們實際或可能所欠之所有其他款項要求提供現金擔保品；或
by giving notice to you, vary, amend or extend the availability or repayment period or require cash collateral in respect of; or

- (ii) 在不發送任何提前通知且不提供任何理由的情況下終止、撤銷或暫停償還所有或任何部分之融通及融通下對我們實際或可能所欠之所有其他款項。
without any prior notice to you and without providing any reason, terminate, cancel or suspend or require repayment of,

若按前文規定終止，融通即應不再可供使用。此外：

all or any part of the Facilities and all other amounts actually or contingently due to us under the Facilities. If so terminated, the Facilities shall forthwith cease to be available for utilisation. In addition:

- (iii) 債務總額應成為立即到期應付（除非我們另行通知），且我們應有權要求立即償還屆時對我們所欠之所有款項；及
the Total Liabilities shall become immediately due and payable (unless we give notice otherwise) and we shall have the right to require immediate repayment of all sums then owing to us; and
- (iv) 閣下應促使解除及免除我們對所有銀行擔保書及我們因閣下使用任何融通而欠下、招致或發生之其他或有和/或未到期負債之責任，並且，在該等解除及免除前，應透過向我們支付我們充分履行每一該等銀行擔保書及其他或有和/或未到期負債及與此相關之任何費用及開支所需之款項（依我們之決定貸記入一個暫時帳戶或其他帳戶）使我們處於資金充足狀態。
you shall procure the release and discharge of us from all Bank Guarantees and other contingent and/or unmatured liabilities owing, sustained or incurred by us pursuant to the utilisation by you of any of the Facilities and, pending such release or discharge, shall place us in funds by paying to us, for credit to a suspense or such other account(s) as we may specify, the amount which we require to satisfy in full each such Bank Guarantee and other contingent and/or unmatured liabilities and any costs and expenses in relation thereto.

3. 融通金額及目的

FACILITY AMOUNT AND PURPOSE

- 3.1 若我們（專依我們裁量）同意向閣下提供融通，融通下提供之最高金額受限於由我們參照我們所持擔保品價值（該擔保品必須滿足我們有關該等融通之保證金要求）專依我們裁量釐定之融通限額。我們可在任何時候專依我們裁量審查並改變任何融通金額及限額。

If we, in our absolute discretion, agree to make a Facility available to you, the maximum amount available under that Facility is subject to the facility limit determined by us at our sole discretion by reference to the value of the Collateral held with us, being Collateral which satisfies our margin requirements for such Facility. We may at any time and at our absolute discretion review and vary any Facility amount and limit.

- 3.2 閣下承諾將根據相關融通函中規定之目的使用其在每一融通下所借取之全部金額，並且，無論如何，所借取之所有金額僅可用於合法且正當之目的。雖有前述規定，每一融通之目的經我們事先書面同意後均可修改。我們無需就閣下對融通下所借取之任何款項之使用進行查詢、調查或監督，我們亦不對任何該等使用承擔責任。閣下應按我們不時提出的要求向我們提供與任何融通之使用相關之資訊。

You undertake to apply all amounts borrowed by you under each Facility in accordance with the purpose specified in the relevant Facility Letter, and in any case, all amounts borrowed may only be used for lawful and legitimate purposes. Notwithstanding the foregoing, the purpose of each Facility may be varied with our prior written consent. We shall not be required to enquire, investigate or monitor, and we shall not be responsible for, the use of any amounts borrowed under the Facilities by you. You shall provide to us on request such information regarding the use of any Facilities as we may from time to time require.

4. 使用條件

CONDITIONS TO UTILISATION

- 4.1 閣下對融通之使用均以下列各項為條件：

The utilisation of a Facility by you shall be subject to:

- (i) 我們事先批准；
our prior approval;
- (ii) 下文第4.3條所述之額外條件；
the additional conditions set out in Clause 4.3 below;
- (iii) 融通文件（包括本第五部分）中與該融通相關之條款和條件；
the terms and conditions of the Facility Document(s) relevant to that Facility (including this Part V);
- (iv) 其他文件均已按我們要求完成、簽署及交付；及
the completion, execution and delivery of such other documents as we may require; and
- (v) 我們（專依我們裁量）不時規定之其他條件。
such other conditions as we may in our absolute discretion specify from time to time.

4.2 任何使用之所得應受限於所有適用規範及我們（專依我們裁量）不時施加之任何其他限制。

The proceeds of any utilisation shall be subject to all Applicable Regulations as well as any other restrictions which we may (in our absolute discretion) from time to time impose.

4.3 下列額外條件適用於對融通之每一次使用：

The following additional conditions apply to each utilisation of a Facility:

- (i) 每一使用要求必須正式簽署並按我們不時規定之格式和方式提出，且必須由我們在我們不時規定之時間收到；
each utilisation request must be duly executed and made in such form and manner, and must be received by us at such time, as we may from time to time specify;
- (ii) 閣下及任何擔保品提供方在融通文件中所作之每一陳述及保證均屬真實、準確，如同於使用之日重申；
each representation and warranty given by you and any Collateral Provider in the Facility Document(s) will be true and correct as if repeated on the date of such utilisation;
- (iii) 於該等使用要求或該等使用之日任何融通文件下均未發生任何違約或違反（不論如何描述），且不會因該等使用而導致或發生任何該等違約或違反；及
no breach or event of default (however described) under any Facility Document has occurred on the date of such utilisation request or such utilisation and no such breach or event of default will be caused by, or result from, such utilisation; and
- (iv) 於該等使用要求或該等使用之日閣下或任何擔保品提供方（如有）之狀況（財政狀況或其他）、前景或資產均未發生任何重大不利變動。
there has been no material adverse change in the condition (financial or otherwise), prospects or assets of you or any Collateral Provider (if any) on the date of such utilisation request or such utilisation.

5. 定期貸款

TERM LOANS

5.1 每一定期貸款的做出均須取得我們事先批准，且我們在任何時候均應有權拒絕做出閣下要求之任何定期貸款。閣下可透過在相關使用要求中載明之使用日前第二個營業日（或我們同意之更晚日期或其他時間）上午10時（香港時間）前向我們交付使用要求或我們同意之其他方式，要求我們做出定期貸款。

The making of each Term Loan is subject to our prior approval and we shall, at any time, have the right to refuse to make any Term Loan requested by you. You may request a Term Loan from us by delivering to us a utilisation request not later than 10:00 a.m. (Hong Kong time) on the second Business Day (or such later date or at such other time agreed to by us) before the date of utilisation specified in such request or in such other manner as may be agreed by us.

- 5.2 閣下應於到期日足額償還每一定期貸款，連同其應計利息。期限為六（6）個月或更長之任何定期貸款的利息應由閣下按季度（或我們確定之其他週期）在季度結束後支付上季應付利息。

You shall repay each Term Loan in full on the date of its maturity, together with accrued interest in arrears. Interest on any Term Loan having a term of six (6) months or more shall be payable by you in arrears quarterly (or at such other intervals as may be determined by us).

6. 透支融通

OVERDRAFT FACILITY

- 6.1 經我們事先批准後，閣下可根據融通文件條款在透支帳戶提款。我們應有權在任何時候拒絕閣下從任何透支帳戶提款。所有提款之利息均應按月於下一曆月結束時支付（除非相關融通函另有規定或我們對閣下另有通知）。所有提款連同其任何未付利息、佣金、折扣及其他銀行費用（如有）一經要求均應立即由閣下足額償還。

With our prior approval, you may draw on an Overdraft Account in accordance with the terms of the Facility Documents. We shall, at any time, have the right to refuse any Drawing from any Overdraft Account. **Interest on all Drawings shall be payable monthly at the end of the calendar month in arrears (unless otherwise provided in the relevant Facility Letter or notified by us to you). All Drawings together with any unpaid interest thereon, commission, discount and other bank charges (if any) are repayable, and shall be repaid in full by you, on demand.**

- 6.2 我們可專依我們裁量允許對任何帳戶進行透支或提高該等帳戶之任何規定透支額度，這並不影響我們不時拒絕允許該等透支或額度提高之凌駕性權利。任何該等透支或透支額度提高均被視為是融通及本第五部分所載之條款與條件下之提款，即使閣下並未就該等透支簽署融通函。

We may, in our absolute discretion, allow an overdraft or increase an overdraft beyond the specified overdraft limit in respect of any Account, without prejudice to our overriding right to refuse the same from time to time. Any such overdraft or increase of an overdraft shall be deemed to be a Drawing under a Facility and the terms and conditions set out in this Part V, notwithstanding that you may not have executed a Facility Letter in respect of such overdraft.

7. 簽發銀行擔保書

ISSUE OF BANK GUARANTEES

- 7.1 經我們事先批准後，閣下可經在銀行擔保書擬議簽發日期前至少三（3）個營業日（或我們同意之更晚日期）簽署並向我們交付我們所要求之文件（包括申請書及就我們在該等銀行擔保書下義務對我們做出彌償與償付之任何相關承諾）及任何批准和同意，要求簽發銀行擔保書。

我們同意為閣下及代表閣下簽發之任何銀行擔保書均須採用令我們滿意之格式和內容（包括有關銀行擔保書條款與條件、格式及期限之格式和內容）。

With our prior approval, you may request a Bank Guarantee to be issued by executing and delivering to us, not later than three (3) Business Days (or such later date agreed to by us) before the proposed date of issuance of such Bank Guarantee, such documents (including an application and any related undertaking to indemnify and reimburse us in respect of our obligations under such Bank Guarantee) and any approvals and consents which we may require. Any Bank Guarantee which we agree to issue for or on behalf of you must be in form and substance satisfactory to us (including in respect of the terms and conditions, form and duration of the Bank Guarantee).

- 7.2 作為我們不時按閣下要求簽發銀行擔保書（不論是作為擔保、主債務人、主義務人還是其他）之對價，閣下同意：

In consideration of us issuing, at your request, Bank Guarantees from time to time (whether as surety, principal debtor, primary obligor or otherwise), you agree that:

- (i) 我們無需查驗或核實閣下要求在融通下簽發之任何銀行擔保書之用途或目的；
we need not check or verify the use or purpose of any Bank Guarantee which you request to be issued under the Facilities;

- (ii) 若我們通知閣下，受益人或銀行擔保書下有權收款之任何其他人士（「**銀行擔保書受益人**」）已向我們提出在該銀行擔保書下支付任何款項之申索或要求，閣下應向我們支付我們應在銀行擔保書下或就銀行擔保書支付之所有款項（而不論我們是否已支付該等款項），即使在該等申索或要求提出之時，我們沒有責任在銀行擔保書下或就銀行擔保書支付任何款項，且適用規範亦不要求我們做出該等付款，亦不論是否存在任何情形會構成我們有關該等申索或要求之抗辯或對該等申索或要求之免除；

if we notify you that a beneficiary or any other person entitled to receive payment under a Bank Guarantee (the "**Bank Guarantee Beneficiary**") has made a claim or demand on us to pay any sum under that Bank Guarantee, you shall pay to us all amounts payable by us under or in connection with that Bank Guarantee (whether or not we have already paid such sum), notwithstanding that at the time of such claim or demand, we are not liable or required by Applicable Regulations to make any payment under or in connection with that Bank Guarantee and notwithstanding anything which may constitute a defence or discharge to us in respect of such claim or demand;

- (iii) 閣下在收到該等通知後應立即支付(b)段所述金額，除非通知另有規定，在此情形下閣下應按通知規定或我們要求做出該等支付；及

you shall pay the amounts referred to in paragraph (b) forthwith on receipt of such notice, unless the notice specifies otherwise in which case you shall make such payment as specified in the notice or otherwise on our demand; and

- (iv) 我們在任何時候均可立即支付、履行和滿足銀行擔保書受益人在銀行擔保書下或就銀行擔保書主張或要求之任何款項，而無須徵詢閣下意見或取得閣下進一步授權，亦無須做進一步調查或查詢，即使閣下就任何該等要求或付款之有效性提出異議（無論該等爭議是否已對我們披露或為我們所知）。我們無需關注在任何銀行擔保書下或就任何銀行擔保書做出或擬做出之任何申索的正當性，這亦不構成對我們就任何銀行擔保書向閣下提出之任何要求的抗辯，並且，閣下在本條款與條件下之任何義務均不因我們已經或可以正當地拒絕支付所申索或要求之任何該等款項的全部或部分這一事實而受到影響或減損。

we may at all times immediately pay, discharge and satisfy any amounts claimed or demanded by the Bank Guarantee Beneficiary under or in connection with any Bank Guarantee without reference to or further authority from you and without further investigation or enquiry and despite that you dispute the validity of any such demand or payments (whether or not such dispute is disclosed or known to us). We need not concern ourselves with the propriety of any claim made or purported to be made under or in connection with any Bank Guarantee and it shall not be a defence to any demand made by us of you in relation to any Bank Guarantee, nor shall any of your obligations hereunder be affected or impaired by the fact that we were or might have been or be justified in refusing payment, in whole or in part, of any such amounts claimed or demanded.

- 7.3 閣下應就因任何銀行擔保書而發生或與任何銀行擔保書相關之任何及一切申索、訴訟、判決、成本、損失、罰款、罰金、損害賠償、責任、開支、費用、收費及支出（包括因任何銀行擔保書而發生或與其相關的任何禁制令濟助訴訟或其他司法或行政濟助或仲裁）對每一受償人做出彌償並使其免於受損。

You shall indemnify and hold harmless each Indemnified Person from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, expenses, fees, charges and disbursements arising out of, in connection with, or as a result of, any Bank Guarantee (including any action for injunctive relief or other judicial or administrative relief or arbitration arising out of or in connection with any Bank Guarantee).

- 7.4 除非我們另有明確書面同意，否則，即使任何銀行擔保書中有任何自動扣減條款，閣下就我們在任何銀行擔保書下全部責任金額對我們予以彌償之義務不因該銀行擔保書之銀行擔保書受益人與閣下間之合約已有任何部份得到履行而被減少。

Unless otherwise expressly agreed by us in writing and notwithstanding any automatic reduction clause in any Bank Guarantee, your obligation to indemnify us for the full amount of our liability under any Bank Guarantee shall not be reduced by reason of any partial performance of the contract between the Bank Guarantee Beneficiary of that Bank Guarantee and you.

7.5 若經閣下要求我們同意修訂任何銀行擔保書，從而：

If, at your request, we agree to amend any Bank Guarantee so as to:

- (i) 延長該銀行擔保書期滿日或在其下提出申索之時間；
extend its expiry date or the time for presentation of claims under that Bank Guarantee;
- (ii) 修訂、變更或修改該銀行擔保書任何其他條款；或
amend, vary or modify any other term of that Bank Guarantee; or
- (iii) 提高該銀行擔保書之金額。
increase the amount of that Bank Guarantee,

則即使有任何該等修訂（不論該等修訂多麼根本，亦不論其屬於何種性質），就經過修訂之該銀行擔保書及我們或我們的任何代理人或往來銀行根據該等修訂所採取之任何行動而言，閣下在融通文件下之義務應對閣下具有拘束力。

your obligations under the Facility Documents shall, notwithstanding any such amendment (however fundamental and of whatsoever nature), be binding on you with regard to that Bank Guarantee as so amended and to any action taken by us or any of our agents or correspondents pursuant to such amendment.

7.6 (i) 除非我們另行同意，否則融通下作為備用信用證所簽發之每一銀行擔保書均應受限於UCP或ISP，並在與UCP或ISP非不一致時，應受香港法律管轄。

Unless we agree otherwise, each Bank Guarantee issued under the Facilities as an SBLC shall be subject to the UCP or ISP and, to the extent not inconsistent therewith, shall be governed by the laws of Hong Kong.

(ii) 我們被授權承兌或（視乎情況而定）支付聲稱在任何備用信用證下提款或出示之所有匯票或文件。

We are authorized to accept or, as the case may be, pay all drafts or documents purporting to be drawn or presented under any SBLC.

(iii) 閣下應（如適用）承兌並支付或者經出示後承兌並在到期時支付根據任何備用信用證條款出示之所有文件或提款之所有匯款。

You shall, as applicable, accept and pay, or accept upon presentation and pay at maturity, all documents presented or drafts drawn in accordance with the terms of any SBLC.

(iv) 我們可將任何備用信用證下之議付限於其他台新集團成員或者我們指定之任何往來銀行或代理人，且我們被授權為閣下承兌和/或支付擬根據該等備用信用證在我們、任何台新集團成員或者我們任何往來銀行或代理人（視乎情況而定）提款之所有匯票。

We may restrict negotiations under any SBLC to other Taishin Group Members or to any correspondent or agent specified by us, and we are authorized to accept and/or pay for the account of you all drafts purporting to be drawn upon us, any Taishin Group Member or any correspondent or agent of us (as the case may be) under such SBLC.

(v) 就任何備用信用證下之文件提交而言，若文件表面一切正常，所有文件作為一個整體包含對備用信用證所述各項義務之說明，且經一般審查後發現其表面完整且正常，則該等文件應視為已充分、妥當地遵守備用信用證條款，並且，我們、任何其他台新集團成員或者我們任何往來銀行和代理人均不對文件或其背書之真實性、準確性或格式或其中有關任何事項之任何失實陳述承擔任何責任。

In relation to the tender of documents under any SBLC, it shall be sufficient and proper compliance with the terms thereof if the documents purport to be in order and, taken as a whole, contain the description of the obligations as given in the SBLC and appear complete and regular on their face under general scrutiny and none of us, any other Taishin Group Member or any correspondent and agent of us shall be responsible for the genuineness, correctness or form of documents or any endorsement thereon or any misrepresentation therein as to any matter.

- (vi) 閣下應使我們、任何其他台新集團成員及我們任何往來銀行和代理人免於就任何簡訊、信函、文件、匯票或其所得傳輸、傳送或其他方面的延遲或遺失、任何簡訊（透過電子郵件、傳真或其他方式發送）延遲、中斷、刪改、遺漏或其他錯誤、技術條款任何翻譯或解釋錯誤或閣下所作指示存在任何含糊之處所造成之後果承擔任何責任（而這並不以任何方式影響我們在本條款與條件下之權利），且我們應有權傳輸任何備用信用證條款而無須為之提供翻譯。

You shall hold us, the other Taishin Group Members and any correspondent and agent of us free from any liability or responsibility for the consequences (which shall not in any way affect the rights of us hereunder) arising from delay or loss in transit, transmission or otherwise of any message, letter, document, draft or the proceeds thereof or the delay, interruption, mutilation, omission or other error in the transmission or delivery of any messages, by mail, facsimile or otherwise, or any error in translation or interpretation of technical terms or arising from any ambiguity in Instructions from you and we shall have the right to transmit the terms of any SBLC without translating them.

- (vii) 閣下應就因任何備用信用證或者相關文件、財產或所得而發生或與之相關之任何主張、損失、責任或開支彌償每一受償人及我們的任何往來銀行和代理人。

You shall indemnify each Indemnified Person and any correspondent and agent of us in respect of any claim, loss, liability or expense howsoever arising from or in connection with any SBLC or the related documents, property or proceeds.

- 7.7 我們、其他台新集團成員或者我們任何往來銀行及代理人均不就下列任何一項承擔責任（且下列任何一項均不以任何方式影響我們在本條款與條件下之權利）：

None of us, the other Taishin Group Members or any correspondent and agent of us shall be responsible for (and none of the following shall in any way affect the rights us hereunder):

- (i) 文件之格式、法律效力、正確性、有效性、充分性或真實性，即使該等文件事實上被證明在任何或所有方面無效、不充分、不準確、有欺詐性或屬於偽造文件；
the form, legal effect, correctness, validity, sufficiency or genuineness of documents even if such documents should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged;

- (ii) 任何匯票中未提及或未適當提及相關備用信用證，議付時文件未隨附任何匯票，任何人未按備用信用證條款要求發送除匯票外之其他文件或任何人未在備用信用證背面標註任何匯票金額或者未交回或承兌備用信用證；及
failure of any draft to bear any reference or adequate reference to the relevant SBLC, or failure of documents to accompany any draft at negotiation, or failure of any person to send documents apart from drafts as required by the terms of the SBLC or failure of any person to note the amount of any draft on the reverse of a SBLC or to surrender or take up a SBLC; and

- (iii) 因超出我們合理控制之原因而發生之任何後果。
any consequences arising from causes beyond our reasonable control.

- 7.8 本第7條所有或任何部分無效或無執行力均不影響我們在沒有本第7條或作為本第7條之補充而可能享有之任何彌償或其他（無論是由閣下還是任何其他他人做出）權利。本第7條中所作之彌償承諾應持續有效，直至閣下在融通文件下之所有義務均已由閣下充分、完全履行或被免除，且我們已被不可撤銷、完全地免除其在每一銀行擔保書下之所有義務。

The invalidity or unenforceability of all or any part of this Clause 7 shall not affect any rights of indemnity or otherwise (whether from you or any other person) which we could or may have in the absence of or in addition to this Clause 7. The indemnity in this Clause 7 shall continue until all of your obligations under the Facility Documents have been fully and completely performed by you or otherwise discharged and we have been irrevocably and completely discharged from all its obligations under each of the Bank Guarantees.

8. 保證金融通

MARGIN FACILITIES

8.1 經我們事先批准，閣下可將任何保證金融通用於任何交易，前提是任何該等交易的期限不得超過十二（12）個月（或我們不時專依我們裁量確定之其他期間），除非我們另行同意。我們提供保證金融通及其他保證金服務亦須遵守第三部分第7條的規定。 With our prior approval, you may utilise any of the Margin Facilities for any transaction, provided that the duration of any such transaction shall, unless otherwise agreed by us, not exceed the period of twelve (12) months (or such other period as may be determined from time to time by us in our absolute discretion). Our provision of Margin Facilities and other margin Services shall also be subject to Clause 7 of Part III.

8.2 任何初始保證金、額外保證金及/或補充保證金或維持保證金之任何部分，均應根據相關擔保品文件用於擔保閣下依相關協議對我們所負擔之全部義務。寄存我們作為保證金之任何資產所生之任何利息、股利或其他利益（若有），均將用以補充已根據相關擔保品文件寄存之保證金、並構成此等保證金之一部份，用以擔保所有此等義務。

All and each part of any initial margin, additional and/or supplemental margin or maintenance margin shall act as security pursuant to the relevant Collateral Documents for all the obligations of you to us under the Agreement. Any interest, dividend or other benefit (if any) on any asset deposited with us as margin will be added to and form part of the margin deposited as security to the relevant Collateral Documents for all such obligations.

9. 利息及服務收費

INTEREST AND SERVICE CHARGES

9.1 任何融通之相關利息應由我們按其專依我們裁量不時釐定且（如適用）將在相關融通函或與融通相關之其他文件或我們不時發佈的任何收費費率表中規定之利率或者（若無此規定）我們不時通知閣下之其他計算複利收取。我們可在任何時候及不時經書面通知而專依我們裁量變更利率（包括逾期利率）。

Interest shall be charged by us in respect of any Facility at such rate and calculated and compounded on such basis as we may in our absolute discretion determine from time to time and which will be specified, if applicable, in the relevant Facility Letter or other document related to the Facility or in any schedule of charges and fees published by us from time to time or, if not so specified, at such rate as we may advise to you from time to time. We may at any time and from time to time vary the rate of interest (including default interest) in our absolute discretion by giving written notice.

除我們另有書面通知者外，利率由以下兩項組成：(i)我們的資金成本，及(ii)額外利率（通常稱為保證金）。就此，我們的「**資金成本**」就任何金額及任何期間而言，指由我們專依我們裁量經參考下列各項後釐定的、我們就該期間提供該等款項之資金成本：(i)相關銀行同業市場於相關日期提供給我們的相關貨幣（相應金額和期間）存款百分比年利率；及(ii)由我們釐定、是我們遵守與所涉金額相關之準備金、流動性、存款或其他要求所需之成本百分比年利率。

Unless we otherwise advise in writing, interest rates comprise (i) our Cost of Funds and (ii) an additional interest rate (often referred to as the margin). In this context, our "Cost of Funds" means, in relation to any sum and any period, the cost to us of funding that sum for that period, as determined by us in our sole discretion, by reference to (i) the percentage rate per annum of interest at which deposits in the relevant currency (for a comparable amount and period) were being offered to us in the relevant interbank market on the relevant day and (ii) the percentage rate per annum determined by us to be the cost to it of complying with reserves, liquidity, deposit or other requirements with respect to the sum concerned.

9.2 閣下認知並同意，我們在任何情形下在任何時候均不就任何融通向閣下支付任何利息，即使我們提供融通之資金成本已跌至零。若我們提供融通之資金成本已跌至零，我們可專依我們裁量釐定其提供融通的資金成本金額或相關基準借貸利率（依情形適用）為零。

You acknowledge and agree that we will not under any circumstances at any time pay any interest to you in respect of any Facility even if the cost of funding the Facility to us falls below zero. If the cost of funding the Facility to us falls below zero, we may determine the amount of our cost of funding the Facility or the relevant base lending rate (as the case may be) as zero at our sole discretion.

9.3 就銀行擔保書因任何原因解除、免除或撤銷後的任何期間而言，該等銀行擔保書的佣金並不予返還。
Bank Guarantee commission is not refundable in respect of any period following the discharge, release or cancellation, for any reason whatsoever, of the relevant Bank Guarantee.

9.4 我們應有權按違約利率加上屆時適用於相關融通之利率的其他利率收取逾期利息，閣下未及時支付之任何款項（無論是本金、利息、逾期利息、費用、收費、開支、佣金還是其他），應按月計算複利（或按我們不時釐定之其他利率）計算就到期日至實際支付日（無論是判決前還是判決後）期間之逾期利息。除有明顯錯誤者外，我們任何授權簽署人就應適用之違約利率所開立之證書，應為具有拘束力與不可推翻之證據。

We shall be entitled to charge default interest at the rate equal to the Default Rate plus the interest rate then applicable to the relevant Facility, which default interest shall be calculated on a monthly compounded basis (or on such other basis as we may determine from time to time) on any sums (whether principal, interest, default interest, fees, charges, expenses, commissions or otherwise) unpaid by you when due from the due date(s) until payment of such monies (after as well as before judgment). A certificate by any of our authorized signatories as to the applicable default interest rate shall, in the absence of manifest error, be binding and conclusive evidence.

9.5 利息（包括逾期利息）應持續收取，而我們應有權持續將任何融通之未償欠款或其他款項（如適用）之相關利息資本化，即使任何帳戶或融通或閣下與我們間之關係已終止，直至閣下對我們所欠所有款項在判決前或判決後足額償還。

Interest (including default interest) shall continue to be charged, and we shall be entitled to continue to capitalise interest in relation to outstanding amounts owed in respect of any Facility or on other monies (as applicable), despite the termination of any Account or Facility or your relationship with us, until payment in full of all sums owing by you to us after as well as before judgment.

9.6 就任何融通收取之利息（包括逾期利息）應由我們根據市場慣例決定，按一年365天（適用於使用港幣或任何其他貨幣之情形，該等情形依市場慣例按一年365天計息）或一年360天（適用於使用美元或任何其他貨幣之情形，該等情形依適用的市場慣例按一年360天計息）（兩種情形下均包括平年和閏年）以實際天數為基礎計算。定期利息應於每一投資期間最後一日支付，若投資期間超過三（3）個月則應至少每季度支付一次，或者按我們不時另行同意之支付頻率支付。透支利息應按月發生並於下一個月記入閣下帳戶之借項。我們會在我們收取透支利息時通知閣下。

Interest (including default interest) charged in respect of any Facility shall be calculated on the basis of the actual number of days elapsed in a 365-day year (if denominated in Hong Kong Dollars or any other currency for which the market convention is to calculate interest on the basis of a 365-day year) or a 360-day year (if denominated in US Dollars or any other currency for which the market convention is to calculate interest on the basis of a 360-day year), in each case in both ordinary and leap years, as we may specify in accordance with the applicable market convention. Regular interest is payable on the last day of each interest period and at least quarterly if the interest period exceeds three (3) months or for such payment frequency as otherwise agreed by us from time to time. Overdraft interest shall be accrued and debited to your Account monthly in arrears. We will notify you when we charge overdraft interest.

9.7 我們可按我們專依我們裁量不時釐定之金額或費率就授予閣下之任何融通收取服務費。我們保有權利按我們自行釐定之費率就超過規定透支限額（如有）之任何超額提款收取費用。服務費通常在相關融通函（或與融通相關之其他文件）中載明。

A service charge may be charged by us in respect of any Facility granted to you in such amount or at such rate as we may in our absolute discretion determine from time to time. We reserve the right to charge for any excess Drawings above the stipulated overdraft limit (if any) at rates to be determined by us. Service charges will generally be specified in the relevant Facility Letter or other document related to the Facility.

10. 支付條款

PAYMENT PROVISIONS

10.1 閣下一經要求即應向我們支付對我們、任何其他台新集團成員或者我們任何代理人和/或往來銀行所欠的或由我們、任何其他台新集團成員或者我們任何代理人和/或往來銀行招致的、並且是與任何銀行擔保書之簽發、帳戶、服務、融通或我們及該等其他

實體向閣下提供或（如適用）代表閣下實施之交易相關的所有費用、兌換費用、利息、佣金、銀行收費、償付款及所有其他開支。

You shall pay to us on demand all fees, exchange expenses, interest, commissions, bank charges, disbursements and all other expenses whatsoever due to or incurred by us, any other Taishin Group Member or any agent and/or correspondent of us in relation to the issue of any Bank Guarantee or in respect of the Accounts, Services, Facilities or transactions provided, or (as applicable) effected on behalf of you, by us and such other entities to you.

- 10.2 將向我們做出之每一付款均應於其到期日或（視乎情況而定）一經要求立即以未償款項所用貨幣之立即可用且可自由轉移資金付入我們不時指定之帳戶，且閣下授權我們隨時將債務總額之任何部分（無論是已發生還是或有的）記入任何帳戶之借項。

Each payment to be made to us shall be made on the date it is due or, as the case may be, immediately on demand, in the currency in which the amount is outstanding and in immediately available and freely transferable funds to such account as we may from time to time designate, and you authorize us at any time to debit any of the Total Liabilities (whether accrued or contingent) from any Account.

- 10.3 融通或其任何部分依任何融通文件之任何條款終止時，若任何金額在融通或該融通下到期應付日在終止日之後，則該等金額應於該終止日提前償還，且所有利息、佣金和費用計算均應做相應調整。在此種情形下閣下應就我們因每一該等提前償還而招致或發生之任何由於提前償還造成的利差成本對我們做出彌償。

If the Facilities or any of them is terminated under any provision of any Facility Document, any sum which is payable under the Facilities or that Facility on a date falling after the termination date shall be prepaid on the date of such termination and all calculations of interest, commission and fees shall be adjusted accordingly. **You shall in every such case indemnify us for any broken funding cost sustained or incurred by us as a result of each such prepayment.**

- 10.4 在不以任何方式影響或減損融通文件下之銀行權利或閣下義務的同時：

Without in any way prejudicing or reducing our rights or your obligations under the Facility Documents:

- (i) 對我們之所有付款（無論是本金、利息、佣金、稅款還是任何其他類型）均應足額支付，不得有任何抵銷、扣減或預扣，並應以與融通下相關未償金額相同之貨幣支付予我們。此外，閣下明確承諾單獨、直接支付應在閣下居所支付之任何稅款（如有），保證我們將不就任何該等支付、稅款、扣減或預扣承擔任何責任，並承諾使我們免於因該等支付、稅款、扣減或預扣之任何相關要求而受損。

All payments to us (whether by way of principal, interest, commissions and taxes or of any other kind) shall be made in full without any set-off, deduction or withholding whatsoever and shall be paid to us in the same currency as the currency of the respective amount outstanding under the Facilities. Further, you expressly commit to separately and directly pay any taxes payable at your domicile (if any) and warrant that **we will not be liable for any such payments, taxes, deductions or withholdings, and undertake to hold us harmless in respect of any demands for such payments, taxes, deductions or withholdings.**

- (ii) 若法律要求閣下從任何該等金額中為稅務目的做出任何扣減或預扣，則應付金額應作必要上調，從而使該等扣減或預扣做出後我們於該等金額到期應付日所收之淨額等於我們在無需做出該等扣減或預扣之情形下本應收到之金額。

If you are required by law to make any deduction or withholding from any such **sum on account of taxes, the sum payable shall be increased by such amount as may be necessary** so that after making such required deduction or withholding, we receive, on the due date for payment of such sum, a net amount equal to the sum we would have received had no such deduction or withholding been required to be made.

- (iii) 我們就任何融通文件下明確規定應由閣下對我們支付之任何金額收到或追回之任何款項的貨幣並非該等金額所用貨幣（「合約貨幣」）（不論造成此種情形之原因是任何司法管轄區法院或裁判所判決或命令還是其執行）時，則僅在我們根據我們的慣常做法能夠用所收到或追回之該等款項於收到或追回之日（或者，若在該日進行購買不可行，則為能夠進行該等購買之第一個可行之日）購買之合約貨幣的金額範圍內，該等款項構成對閣下義務的解除。若所購合約貨幣金額低於相關融通文件下對我們所欠合約貨幣金額，則閣下應就我們發生或遭受之任何損失、費用及開支（包括進行任何該等購買之費用）對我們進行彌償。

Any amount received or recovered by us in respect of any sum expressed to be due to us from you under any Facility Document in a currency other than the one in which such sum is denominated (the "Contract Currency") (whether as a result of a judgment or order of a court or tribunal of any jurisdiction or its enforcement), shall only constitute a discharge to you to the extent of the amount in the Contract Currency which we are able, in accordance with our usual practice, to purchase with the amount so received or recovered in such other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Contract Currency is less than the amount in the Contract Currency due to us under the relevant Facility Document, you shall indemnify us against any loss, cost and expense (including the cost of making any such purchase) which we may incur or suffer.

11. 融通提前償還

PREPAYMENT OF FACILITIES

- 11.1 提前償還融通下用於某一用途之本金金額須取得我們明確事先批准。若我們允許提前償還，閣下應於提前償還日向我們支付未償本金（包括任何逾期未償本金），連同所有應計利息、費用及應就融通到期應付之其他金額，並且，一經我們要求，應立即向我們支付經我們不可推翻地證明是就該等提前償還所導致發生之任何損失或開支（包括結算或重新配置為使用之目的而取得或安排之資金或為維持相關用途所需之資金所發生之任何相關損失或開支，「利差成本」）對我們進行補償所必需之金額。未償貸款本金及利息應按我們專依我們裁量決定之方式計算。

Any prepayment of the principal amount of a utilization made under a Facility shall require our express prior approval. If we permit a prepayment, you shall on the date of such prepayment pay to us the outstanding principal (including any arrears) together with all accrued interest, fees and other sums then due and payable in respect of the Facility and, promptly on our demand, such amount as we may conclusively certify to be necessary to compensate us for any loss or expense incurred as a consequence of such prepayment (including any applicable losses or expenses incurred in liquidating or redeploying funds acquired or arranged for the purposes of a utilization or required to maintain the relevant utilization ("Break Costs")). The outstanding loan principal and interest shall be calculated by us in such manner as we may in our absolute discretion determine.

- 11.2 我們可收取提前償還費（在相關融通文件中規定或由我們不時釐定）以支付我們之行政管理成本。

We may charge a prepayment fee (as set out in the relevant Facility Documents or otherwise specified by us from time to time) to cover our administration cost.

12. 款項使用

APPLICATION OF MONIES

若就任何部分債務總額支付或追回之任何金額低於屆時之債務總額，我們可按我們視為適當之比例和順序及大概方式將該金額用於支付開支、利息、費用、佣金、本金或任何其他到期金額，或在我們視為適當時將該等金額或其一部分記入某一暫時帳戶之貸項。

If any sum paid or recovered in respect of any part of the Total Liabilities is less than the Total Liabilities at such time, we may apply that sum to expenses, interest, fees, commission, principal or any amount due in such proportions and order and generally in such manner as we think fit or may credit the same or part thereof to a suspense account if we think fit.

13. 違約事件及終止

EVENTS OF DEFAULT AND TERMINATION

- 13.1 下列每一事件或情形均屬於違約事件：

Each of the following events or circumstances is an Event of Default:

- (i) 閣下和/或任何擔保品提供方未按其為當事一方之任何融通文件和/或交易確認書規定之方式於到期之時或按要求支付該融通文件和/或交易確認書下應付之任何款項；

you and/or any Collateral Provider does not pay in the manner provided in any Facility Document and/or Transaction Confirmation to which you are and/or it is a party, any sum payable under that Facility Document and/or Transaction Confirmation when due or on demand;

- (ii) 閣下和/或任何擔保品提供方未妥善履行或遵守或違反其為當事一方之任何融通文件和/或交易確認書下應由其履行和遵守之任何承諾、條件或義務；
you and/or any Collateral Provider defaults in the due performance of or compliance with, or breaches, any undertaking, condition or obligation to be performed and observed by you and/or it under any Facility Document and/or Transaction Confirmation to which you are and/or it is party;
- (iii) 由閣下或任何擔保品提供方在任何時候對我們作出或視為對我們作出之任何陳述或保證（無論是否與任何融通文件、交易確認書、帳戶或其他方面相關）在作出或視為作出之時在任何實質方面是被證明是不準確和/或有誤導性；
any representation or warranty made or deemed to be made to us at any time by you or any Collateral Provider (whether in or in relation to any Facility Document, Transaction Confirmation, Account or otherwise) is or proves to have been incorrect and/or misleading in any material respect when made or deemed to be made;
- (iv) 任何融通文件或任何交易確認書要求或與其相關之任何同意、授權或批准：(a)按我們不能接受之方式修訂或修改；(b)全部或部分被撤銷、撤回、暫停或終止；(c)期滿且未得續展；或(d)因其他原因不再充分有效，且該等情形可能對閣下和/或任何擔保品提供方履行其在為當事一方之任何融通文件和/或交易確認書下義務之能力或者我們行使或執行我們在任何融通文件和/或交易確認書下任何權利之能力產生重大不利影響；
any consent, authorization or approval required in or in relation to any Facility Document or any Transaction Confirmation: (a) is amended or modified in a manner unacceptable to us; (b) is wholly or partly revoked, withdrawn, suspended or terminated; (c) expires and is not renewed; or (d) otherwise fails to remain in full force and effect, and such circumstances may have a material adverse effect on the ability of you and/or any Collateral Provider to perform your and/or its obligations under any Facility Document and/or Transaction Confirmation to which you are and/or it is a party or on the ability of us to exercise or enforce any of our rights thereunder;
- (v) 與閣下和/或任何擔保品提供方所借款項相關之任何性質的任何其他債務（無論是否對我們所欠）未在到期或者在其正常到期前成為應付或能被變為到期應付之時得到支付；
any other indebtedness of any nature (whether owed to us or not) in respect of borrowed money of you and/or any Collateral Provider is not paid when due or becomes payable or capable of being rendered due and payable before its normal maturity;
- (vi) 任何擔保品文件根據其條款成為可強制執行；
any Collateral Document becomes enforceable in accordance with its terms;
- (vii) 任何融通文件、交易確認書或據其簽署或與其相關之任何文件下發生任何違約事件（無論如何描述）；
any event of default (however described) occurs under any Facility Document, Transaction Confirmation or any document executed pursuant thereto or in connection therewith;
- (viii) 債權人佔有閣下和/或任何擔保品提供方全部或任何部分之業務或資產，或者閣下和/或任何擔保品提供方之任何財產或資產上被實施或執行或有可能被實施任何扣押、執行、扣留或沒收（或任何司法管轄區內之任何類似程序）；
a creditor takes possession of all or any part of the business or assets, or any distress, execution, sequestration, attachment or seizure (or any analogous process in any jurisdiction) is levied or enforced upon or threatened against any of the property or assets, of you and/or any Collateral Provider;
- (ix) 閣下和/或任何擔保品提供方和/或其各自之資產被提起或可能被提起之任何類型之任何訴訟、仲裁、行政、政府、監管或其他調查、程序、訴訟或爭議（無論是刑事還是民事的，亦無論是在香港境內還是任何其他司法管轄區）；

any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, suits, actions or disputes of any kind whatsoever (whether criminal or civil) are instituted, commenced or threatened against you and/or any Collateral Provider and/or your or their respective assets, whether in Hong Kong or any other jurisdiction;

- (x) 閣下和/或任何擔保品提供方：(a)是或在任何適用規範下被假設或被視為或承認無能力支付其到期債務(或任何一個類別之債務)；(b)停止、暫停或威脅停止或暫停支付其全部或絕大部分債務，或開始與其一名或多名債權人(或任何一個類別之債權人)進行談判，或為重新安排或延遲其任何債務之目的開始任何程序或採取任何其他行動；或(c)正在進行任何資不抵債、破產管理或其他類似程序或被宣告或成為資不抵債或破產；
you and/or any Collateral Provider: (a) are/is unable or under any Applicable Regulation is presumed or deemed to be unable, or admits its inability, to pay its debts (or any class of them) as they fall due; (b) stop(s), suspend(s) or threaten(s) to stop or suspend payment of all or substantially all of its debts or commences negotiations with one or more of your/its creditors (or any class of them) or take(s) proceedings or any other steps with a view to rescheduling or deferring any of your/its indebtedness; or (c) are/is subject to any insolvency, administrative or other analogous proceedings or are/is declared or become(s) insolvent or bankrupt;
- (xi) 閣下和/或任何擔保品提供方之資產價值低於其負債(已考慮或有及潛在負債)；
the value of your and/or any Collateral Provider's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (xii) 任何人就下列任何一項所採取之任何公司行動、法律程序或者其他程序或措施：(a)閣下和/或任何擔保品提供方(或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人)暫停支付、延遲償還任何債務、清盤、解散、清算或資不抵債；(b)與閣下和/或任何擔保品提供方之任何債權人達成和解、和解償還或和解安排，或者為閣下和/或任何擔保品提供方(或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人)全體債權人之利益而進行轉讓；(c)閣下和/或任何擔保品提供方或其各自任何資產(或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人)被指定清算人、接管人、接管人兼管理人、強制管理人、司法管理人、臨時監管人、受託人、破產接管人、破產管理人或類似管理人；(d)閣下和/或任何擔保品提供方(或者，若閣下或任何擔保品提供方為一合夥，則其任何合夥人)任何資產上之任何產權負擔或其他擔保權益被執行；或(e)與(a)至(d)段所述類似之任何程序或措施被採取，均不論是在香港境內還是任何其他司法管轄區；
any corporate action, legal proceedings or other procedure or step is taken by any person in relation to: (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, liquidation or bankruptcy of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it); (b) a composition, compromise or arrangement with any creditor of you and/or any Collateral Provider or an assignment for the benefit of creditors generally of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it); (c) the appointment of a liquidator, receiver, receiver and manager, compulsory manager, judicial manager, provisional supervisor, trustee, administrative receiver, administrator or similar officer in respect of you and/or any Collateral Provider or over any of its respective assets (or where you are or any Collateral Provider is a partnership, any partner of it); (d) enforcement of any encumbrance or other security interest over any assets of you and/or any Collateral Provider (or where you are or any Collateral Provider is a partnership, any partner of it) or (e) any procedure or steps analogous to those set out in paragraphs (a) to (d) is taken, in each case, whether in Hong Kong or any other jurisdiction;
- (xiii) (若閣下或任何擔保品提供方為個人)，閣下或該擔保品提供方死亡、精神不健全、發生任何法律無能力或精神無能力情形、被置於監護之下或出於其他原因無能力管理其事務；
where you are or any Collateral Provider is an individual, you or that Collateral Provider die(s), cease(s) to be of sound mind, suffer(s) from any legal disability or mental incapacity, are/is placed under custody or otherwise become(s) incapable of managing your/its affairs;

- (xiv) 閣下和/或任何擔保品提供方在未經我們事先書面同意之情形下暫停或停止開展（或威脅暫停或停止開展）其全部或實質部分業務或處置其全部或實質部分業務或資產或擬議做出前述任何一項；
you and/or any Collateral Provider suspend(s) or cease(s) to carry on (or threaten(s) to suspend or cease to carry on) all or a material part of your/its business or dispose(s) of all or a substantial part of your/its business or assets, or propose(s) to do any of the foregoing without our prior written consent;
- (xv) 發生我們認為會對閣下或任何擔保品提供方履行或遵守其對我們所負任何一項或多項義務（包括其在其為當事一方之任何融通文件或交易確認書下之義務）之能力產生實質影響之任何事件或情形，包括閣下或任何擔保品提供方之財政狀況、經營環境或（若閣下或任何擔保品提供方為公司或合夥）管理層、董事或合夥（視乎情況而定）發生變更；
any event occurs or circumstances arise which, in our opinion, would materially affect the ability of you or any Collateral Provider to perform or comply with any of your/its obligations to us, including your/its obligations under any Facility Document or Transaction Confirmation to which you are/it is a party (including changes in your or any Collateral Provider's financial condition, operating environment or (where you are or any Collateral Provider is a corporation or partnership) management, directorship or partners (as the case may be));
- (xvi) 任何政府或其他機構（無論是法律上的還是事實上的）扣押、沒收或強制取得（不論係暫時性或永久性）提供予我們之擔保品之任何部分，或國有化、強制取得、徵收或扣押閣下或任何擔保品提供方之全部或實質部分業務或資產；
any governmental or other authority (whether de jure or de facto) seizes, confiscates or compulsorily acquires (whether temporarily or permanently) any part of the Collateral provided to us or nationalises, compulsorily acquires, expropriates or seizes all or a material part of the business or assets of you or any Collateral Provider;
- (xvii) 為保證或擔保閣下或擔保品提供方對我們所負之任何義務或負債而提供之任何擔保品文件：(a)期滿或其明示擁有之序位和優先性在未經我們事先書面同意之情形下不再具有充分效力，(b)在任何方面是或成為無效或無執行力，或(c)被我們認為處於危險之中；
any Collateral Document provided to guarantee or secure any of your or Collateral Provider's obligations or liabilities to us (a) expires or ceases to be in full force and effect with the ranking and priority it is expressed to have without our prior written consent, (b) is or becomes invalid or unenforceable in any respect or (c) in our opinion, is in jeopardy;
- (xviii) 閣下或任何擔保品提供方在未經我們事先書面同意之情形下在提供予我們之任何擔保品上創設任何產權負擔或類似權利或者允許或同意該等產權負擔、擔保權益或類似權利存在；
you or any Collateral Provider create(s) or permit(s) or suffer(s) to exist, without our prior written consent, any encumbrance, security interest, or similar right over any of the Collateral provided to us;
- (xix) 依據我們之合理意見，任何擔保品將因任何原因而有被沒收、損失或取消之風險，或者移轉該等擔保品之所有權係屬不可能或不合法；
in our reasonable opinion, any of the Collateral is at risk of forfeiture, loss or cancellation for any reason, or it becomes impossible or unlawful for the ownership of the Collateral to be transferred;
- (xx) 閣下和/或任何擔保品提供方或我們履行其在任何融通文件或我們與閣下和/或該擔保品提供方間所達成且其為當事一方之其他協議下任何義務或由我們行使其在該等融通文件或其他協議下所有或任何權利及補救是或將會是不合法或不可行的，或者任何中央銀行（或類似機構）或其他政府機構認為這麼做是不合法或不可行的；
it is or will become unlawful or impractical or is asserted by any central bank (or similar authority) or other governmental authority to be unlawful or impractical for you and/or any Collateral Provider or us to perform or comply with any of your/its/our obligations under any Facility Document or other agreement between us and you and/or such Collateral Provider to which you are/it is a party or for us to exercise all or any of our rights and remedies under any such Facility Documents or other agreements;

- (xxi) 發生任何情況 (包括香港或在任何擔保品所在或交易之任何其他司法管轄區內發生或與香港或該等司法管轄區相關之任何政治、金融或經濟狀況) · 使我們認為有理由相信閣下和/或任何擔保品提供方履行或遵守其在其為當事一方之任何融通文件或交易確認書下義務之能力會受到重大不利影響 · 包括國際資本和/或資金市場發生任何重大不利變更而導致的 ;
any situation arises (including any political, financial or economic condition in or in respect of Hong Kong or any other jurisdiction in which any Collateral is located or traded) which in our opinion gives grounds for believing that the ability of you and/or any Collateral Provider to perform or comply with your/its obligations under any Facility Document or Transaction Confirmation to which you are/it is a party could be materially and adversely affected, including as a result of any material adverse change in the international capital and/or money markets;
- (xxii) 閣下和/或任何擔保品提供方撤銷或廢除其為當事一方之任何融通文件或交易確認書 (或者聲稱或表明有此意向) ;
you and/or any Collateral Provider rescind(s) or repudiate(s) any Facility Document or Transaction Confirmation to which you are/it is a party (or purport(s) or evidence(s) an intention to do so);
- (xxiii) 相關協議、任何擔保品文件、任何交易確認書、或我們與閣下及/或擔保品提供方間任何其他合約之全部或重要部分 · 發生一部分或全部無效、得撤銷、無執行力之情形者 · 或閣下或任何擔保品提供方主張有此等情形者 ;
all or any material part of the Agreement, any Collateral Document, any Transaction Confirmation or any other agreement between us and you and/or any Collateral Provider becomes wholly or partly void, voidable or unenforceable, or is claimed to be so by you or any Collateral Provider;
- (xxiv) 閣下和/或任何擔保品提供方在對其自身或其任何資產有拘束力之任何協議、文書或合約下違約 · 且 (我們認為) 該違約可能會對閣下或擔保品提供方之業務、資產或狀況或者其履行對我們所負任何義務之能力產生重大不利影響 ;
you are and/or any Collateral Provider is in default under any agreement, instrument or contract binding on you/it or any of your/its assets which (in our opinion) might have a material adverse effect on your or Collateral Provider' s business, assets or condition or its ability to perform any obligations to us;
- (xxv) 發生任何事件或情形 · 且我們合理認為該等事件或情形會或有合理可能性會對根據任何融通文件或交易確認書授予或聲稱授予之任何擔保品或我們在其下享有之權利或補救之效力或可執行性或有效性或序位產生重大不利影響 ;
any event or circumstance occurs which we reasonably believe has or is reasonably likely to have a material adverse effect on the validity or enforceability of, or the effectiveness or ranking of, any Collateral granted or purporting to be granted pursuant to any Facility Document or Transaction Confirmation or the rights or remedies of us thereunder;
- (xxvi) 相關協議或任何其他融通文件中所載之任何擔保品和/或保證金涵蓋範圍或其他擔保品和/或保證金維持義務低於該等文件中所要求之水平或被違反和/或閣下或任何擔保品提供方沒有或拒絕在我們規定之任何期間內糾正該等情形 ;
any of the Collateral and/or margin coverage or other Collateral and/or margin maintenance obligations contained in the Agreement or any other Facility Document falls below the level required thereunder or is breached and/or you or any Collateral Provider fail(s) or refuse(s) to rectify the same within any time period specified by us;
- (xxvii) 依據我們之獨家意見 · 任何擔保品已經發生或即將發生突然的價值大幅下跌 ;
in our sole opinion, there occurs or appears imminent a sudden considerable fall in the value of any of the Collateral;
- (xxviii) 我們合理認為閣下和/或任何擔保品提供方正在非法使用任何帳戶 ;
we reasonably believe that you are and/or any Collateral Provider is using any Account illegally;
- (xxix) 發生結清事件 ;
the occurrence of a Close-Out Event;

(xxx) 我們專依我們裁量認為出於任何原因就保護我們的權益而言是審慎、可取或必要的；及
we in our absolute discretion otherwise consider it prudent, advisable or necessary to safeguard our interest for whatever reason; and

(xxxi) 任何適用規範，或適用規範之任何變更，實際或意在改變、暫停、終止或豁免閣下或任何擔保品提供方對其在其為當事一方之任何融通文件下之任何義務的履行。
any Applicable Regulations, or any change in Applicable Regulations, does or purports to vary, suspend, terminate or excuse performance by you or any Collateral Provider of any of your/its obligations under any Facility Document to which you are/it is a party.

13.2 若發生違約事件，在不限制我們在任何時候（專依我們裁量）終止全部或任何部分融通之權利的同時，我們可經通知（無論是否書面）閣下：

Upon the occurrence of an Event of Default, without prejudice to our right to (in its absolute discretion) terminate all or any part of the Facilities at any time, we may by notice (whether written or otherwise) to you:

(i) 宣佈全部或任何部分債務總額（無論是已發生還是或有的）立即到期應付，屆時該等債務總額應成為立即到期應付；
declare the whole or any part of the Total Liabilities, whether accrued or contingent, to be immediately due and payable whereupon they shall become immediately due and payable;

(ii) 宣佈我們在所有或任何融通（如有）下之義務終止，屆時該等義務應立即終止；和/或
declare our obligations under all or any of the Facilities (if any) to be terminated whereupon they shall forthwith terminate; and/or

(iii) 要求閣下促使解除並免除我們對所有銀行擔保書及我們依據閣下對任何融通之使用而欠下、遭受或發生之其他或有和/或未到期負債所負有之責任，屆時閣下應有義務立即這麼做，並且，在實現該等解除或免除之前，應向我們提供金額足以充分滿足所有該等負債及與其相關之任何費用及開支之現金擔保品，和/或透過向我們支付金額足以充分滿足所有該等負債及與其相關知任何費用及開支之款項（依我們之決定貸記入一個暫時帳戶或其他帳戶），使我們處於資金充足狀態（只有當我們所有該等負債均已完全、不可撤銷地得以解除和免除且所有該等費用及開支均已足額支付後，該等現金擔保品和/或款項方可解付予閣下）。

require you to procure the release and discharge of us from all Bank Guarantees and other contingent and/or unmatured liabilities owing, sustained or incurred by us pursuant to the utilisation by you of any of the Facilities, whereupon you shall be obliged to immediately do so and, pending such release or discharge, shall provide cash collateral to us in such amounts as shall be sufficient to fully satisfy all such liabilities and any costs and expenses in relation thereto and/or place us in funds by paying to us, for credit to a suspense or other account or accounts as we may decide, such amounts as shall be sufficient to fully satisfy all such liabilities and any costs and expenses in relation thereto (which cash collateral and/or amounts shall only be released to you if and to the extent that all such liabilities of us are fully and irrevocably released and discharged and all such costs and expenses are paid in full).

13.3 在根據第13.2條發送任何通知後，除了我們享有之所有其他權利和補救外，我們應有權在不徵詢閣下、任何擔保品提供方或任何其他意見之情形下：

Upon the giving of any notice under Clause 13.2, we shall, in addition to all our other rights and remedies, and without reference to you, any Collateral Provider or any other person, be entitled to:

(i) 按我們專依我們裁量視為適當之方式和順序行使我們在任何擔保品文件或其他融通文件下之所有權利、權力、裁量權和補救；
exercise all our rights, powers, discretions and remedies under any of the Collateral Documents or other Facility Documents, in such manner and order as we may, in our absolute discretion, deem fit;

- (ii) 按我們專依我們裁量視為適當之方式執行我們在擔保品或其任何部分中之擔保權益或者與擔保品或其任何部分相關之擔保權益或將我們在擔保品或其任何部分中之擔保變現。按我們專依我們裁量視為適當之方式和順序將該等執行和變現全部所得用於全部或部分償還債務總額及閣下在融通文件下之所有其他負債；及 enforce our security interest in or in relation to, or realise our security in, the Collateral or any part thereof, in such manner as we may, in our absolute discretion, deem fit and apply all proceeds from such enforcement and realisation in such manner and order as we may, in our absolute discretion, deem fit towards the full or partial discharge of the Total Liabilities and all other liabilities of you under the Facility Documents; and
- (iii) 將閣下帳戶和負債與我們及我們在世界任何地方之其他分行或辦事處聯合或合併在一起。或轉移一個或多個該等帳戶貸項中之任何金額以便償還閣下在世界任何地方之任何其他帳戶中或任何其他方面對我們或我們的任何其他分行或辦事處所負有之任何負債（無論該等負債是實際的還是或有的，是主要負債還是擔保品，是各別的還是共同的），即使該等帳戶中之貸項結餘及任何帳戶中之負債所用貨幣並不相同，而我們於茲獲授權按我們屆時適用之匯率進行任何兌換。
- combine or consolidate your Accounts or accounts and liabilities with us and our other branches or offices anywhere in the world or transfer any sum or sums standing to the credit of one or more of such Accounts or accounts in or towards satisfaction of any of the liabilities of you to us or any of our other branches or offices on any other Account or account anywhere in the world or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint, notwithstanding that the credit balances on such Accounts or accounts and liabilities on any Accounts or accounts may not be expressed in the same currency and we are hereby authorized to effect any conversions at our then prevailing exchange rate.

14. 陳述與保證

REPRESENTATIONS AND WARRANTIES

閣下代表自身及每一擔保品提供方陳述並保證，在提供融通之全部時間內，只要在任何融通文件下或與任何融通文件相關仍有任何金額應由閣下支付或者在任何銀行擔保書或任何或有和/或未到期負債下仍有任何金額應由我們支付，並考慮屆時存在之事實：

You represent and warrant on behalf of yourself and every Collateral Provider, at all times during the availability of the Facilities and so long as any sum remains payable by you under or in connection with any Facility Document or by us under any Bank Guarantee or any contingent and/or unmatured liability, by reference to the facts then existing, that:

- (i) 第一部分第7.1條中載明的每一項陳述與保證均真實、準確，如同其中提及的(a)「您」、「閣下」或「客戶」應為對閣下及每一擔保品提供方的提及，及(b)「相關協議」包括對每一融通文件的提及；及 each representation and warranty set out in Clause 7.1 of the General Provisions is true and accurate, as if references therein to (a) “you”, “your” and “Customer” were references to you and each Collateral Provider and (b) the “Agreement” included a reference to each Facility Document; and
- (ii) 融資文件中載明的每一項陳述與保證均真實、準確。 each representation and warranty set out in the Facility Documents is true and accurate.

15. 承諾

UNDERTAKINGS

閣下承諾，在提供融通之全部時間內，只要在任何融通文件下或與任何融通文件相關仍有任何金額應由閣下支付或者在任何銀行擔保書或任何或有和/或未到期負債下仍有任何金額應由我們支付，閣下應（並應確保每一擔保品提供方）：

You undertake that, at all times during the availability of the Facilities and so long as any sum remains payable by you under or in connection with any Facility Document or by us under any Bank Guarantee or contingent and/or unmatured liability, it shall, and shall procure that every Collateral Provider shall:

- (i) 遵守及遵循一般規定第7.3條中載明的每一項承諾，如同其中提及的(a)「您」、「閣下」或「客戶」應為對閣下及每一擔保品提供方的提及，及(b)「相關協議」包括對每一融通文件的提及；及
observe and comply with each undertaking set out in Clause 7.3 of the General Provisions, as if references therein to (a) "you", "your" and "Customer" were references to you and each Collateral Provider and (b) the "Agreement" included a reference to each Facility Document; and
- (ii) 在發生任何違約事件或發生可能構成違約事件之任何事件後及時通知我們。
promptly give notice to us of the occurrence of any Event of Default or any event which may potentially constitute an Event of Default.

16. 費用、開支及稅款

COSTS, EXPENSES AND TAXES

- 16.1 在不影響相關協議任何其他條款規定之同時，我們因授予或提供予閣下之任何融通（無論該等融通是否在其提款或使用前被撤銷）而發生之所有費用和開支（包括我們法律顧問及其他專業顧問之收費和開支）及任何稅款，以及我們招致或支付的、與下列任何一項相關之所有收費、費用及開支（包括足額補償之法律費用），一經要求，應立即由閣下向我們支付，並且，在足額支付之前應按我們不時釐定之利率及基礎計息：

Without prejudice to any other provision in the Agreement, all costs and expenses incurred by us (including fees and expenses of our legal and other professional advisers) and any taxes arising in relation to any Facility granted or extended to you (whether or not such Facility is cancelled prior to drawing or utilisation thereof), and all charges, costs and expenses, including legal costs (on a full indemnity basis) incurred or paid by us:

- (i) 融通文件及與融通文件相關之任何其他文件之談判、編制、簽署及（如適用）登記；
in connection with the negotiation, preparation, execution and (where relevant) registration of the Facility Documents and any other documentation in connection therewith;
- (ii) 任何融通安排；
in connection with the arrangement of any Facility;
- (iii) 任何融通文件之任何修訂；
in connection with any amendment to any Facility Document;
- (iv) 我們依據任何融通文件開展、做出或給予之任何檢查、計算、批准、同意或棄權；及
in connection with any inspection, calculation, approval, consent or waiver to be conducted, made or given by us pursuant to any Facility Document; and
- (v) 對我們合理認為構成違約事件或潛在違約事件之任何事件進行調查，或者行使我們於任何融通文件下之任何權利或權力，或者就任何融通文件下應付之任何金額提起訴訟或尋求追回該等金額，或者為追回閣下或任何擔保品提供方應付我們或對我們所欠之任何金額而以其他方式保全、保護、行使或執行為擔保債務總額之全部或任何部分而提供之任何擔保品或者我們的任何權利、權力或補救。
in investigating any event which we reasonably believe is an Event of Default or potential Event of Default or in exercising any of our rights or powers under any of the Facility Documents or in suing for or seeking to recover any sums due under any Facility Documents or otherwise preserving, protecting, exercising or enforcing any Collateral furnished to secure all or any part of the Total Liabilities or any right, power or remedy of us for the recovery of any sum due or owed by you to us or by any Collateral Provider to us,

shall be paid forthwith on demand to us by you and until payment in full shall bear interest at such rate and on such basis as we may stipulate from time to time.

- 16.2 此外，若閣下未支付/履行任何應收或到期之稅款、關稅、徵費、收費或其他義務，或者未支付任何保險費、法律或檢查或估值費、印花稅或任何類型之實付開支，我們可專依我們裁量支付該等開支並根據第16.1條就該等開支取得閣下償付。

In addition, if your default in the payment of taxes, duties, levies, charges or other obligations whatsoever charged or falling due, or are in default of payment of any insurance premium, legal or inspection or valuation fees, stamp

duties or their out-of-pocket expenses of any kind whatsoever, we may in our discretion meet such expenses and such expenses shall be reimbursed by you in accordance with Clause 16.1.

17. **成本增加**

INCREASED COSTS

若我們認為任何適用規範（或任何適用規範之解釋或適用或我們或其任何關係企業對任何適用規範之遵守）（包括有關資本充足率、審慎限額、流動性、或準備金資產或稅務的任何適用規範）的引入或任何變更正在或將會：

If we determine that the introduction of, or any change in, any Applicable Regulations or in the interpretation or application thereof or compliance by us or any of our Affiliates therewith (including any Applicable Regulations concerning capital adequacy, prudential limits, liquidity, reserve assets or tax) does or will:

- (i) 使我們需就我們已發放或將發放之款項或者閣下在相關協議或任何其他融通文件下應付之款項支付任何稅款或做出其他付款（就我們整體淨收入所徵收之稅款除外）；或
subject us to any tax or other payment in respect of sums advanced or to be advanced by us or payable by you under the Agreement or any other Facility Document (other than tax on our overall net income); or
- (ii) 對我們施加具有如下效果之任何其他條件(a)提高我們提供或維持任何融通之成本，或(b)減少我們可就任何融通收到之任何付款的金額或我們可就任何融通取得之有效回報的金額，
impose on us any other condition the effect of which is to (a) increase our cost of making available or maintaining any Facility or (b) reduce the amount of any payment receivable by, or the effective return to, us in respect of any Facility,

則閣下一經要求即應向我們支付就此對我們進行補償所需之所有金額。

then you will pay to us on demand all such amounts required to compensate us therefor.

18. **彌償**

INDEMNITY

在任何適用法律允許之最大範圍內及不違背任何適用法律之前提下，對於任何受償人（直接或間接）因閣下提供或批准之任何資訊是或被稱在任何方面具有誤導性或欺騙性、或任何違約事件、或閣下違反其在其為當事一方之任何融通文件下之任何義務或與任何融通文件相關之任何義務而招致、遭受或承受之所有損失、損害賠償、成本及開支（包括足額補償之法律費用）（參照我們之淨收入徵收並計算之任何稅款除外）（包括任何利差成本），閣下應使每一該等受償人免於受損並一經要求即就此對每一該等受償人做出彌償。

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, you shall keep each Indemnified Person harmless and indemnify each of them promptly on demand against all losses, damages, costs and expenses which any Indemnified Person may incur, sustain or suffer (directly or indirectly) as a consequence of any information produced or approved by you being or being alleged to be misleading or deceptive in any respect or any Event of Default or any other breach by you of any of your obligations under any Facility Document to which you are a party or otherwise in connection with the Facility Documents (including any Break Costs).

19. **擔保品借貸價值**

COLLATERAL LENDING VALUE

- 19.1 閣下應始終遵守融通之相關融通文件中所載之任何擔保品借貸價值和（或）擔保品-貸款比率（「擔保品借貸價值」）要求（如有）。我們可按其專依我們裁量視為適當之週期對遵守任何擔保品借貸價值要求之情況加以監督及測試。

You shall at all times comply with any collateral lending value and/or collateral-to-loan ratio ("Collateral Lending Value") requirement specified in the relevant Facility Documents for a Facility (if any). We may monitor and test your compliance with any Collateral Lending Value requirement at such intervals as we see fit at our absolute discretion.

- 19.2 在不影響相關協議中要求閣下向我們提供擔保品或額外擔保品之任何規定的同時，若我們在任何時候認定（該認定應是不可推翻的）任何一種或一類擔保品之擔保品借貸價值要求（因重新估值或任何其他原因）未得遵守，我們有權（但無義務）將該等認定（口頭或書面）通知閣下。在該等通知後，閣下應立即：

Without prejudice to any provision in the Agreement requiring you to provide Collateral or additional Collateral to us, if at any time we determine (which determination shall be conclusive) that the Collateral Lending Value requirement for any category or class of Collateral (due to revaluation or any other reason) is not complied with, we are entitled (but not obliged) to notify you (whether verbally or in writing) of such determination. Upon such notification, you shall immediately:

- (i) 按能為我們接受之形式和價值提供（或促使能為我們接受之任何擔保品提供方（或其他人）提供）額外擔保品（形式為現金、現金等價物資產或能為我們接受之其他資產），並做出或促使他人做出我們要求之行為及簽署並促使他人簽署我們要求之擔保品文件及其他文件，以使該等額外擔保品充分生效；和/或
provide, or procure that any Collateral Provider (or other person) acceptable to us provides, additional Collateral (in the form of cash, cash equivalent assets or other assets acceptable to us) in such form and of such value as may be acceptable to us, and do or procure the doing of such acts and execute or procure the execution of such Collateral Documents and other documents as we may require to give full effect to such additional Collateral; and/or
- (ii) 按我們要求之金額以現金或現金等價物償還或扣減債務總額，
by way of cash or cash equivalents, repay or reduce the Total Liabilities by such amount as may be required by us,

從而在提供該等額外擔保品和/或償還或扣減債務總額後，相關擔保品借貸價值得以遵守。任何該等額外擔保品應構成閣下在相關擔保品文件下對我們所負義務之持續擔保一部分，此後未經我們事先書面同意不得撤回。與提供該等額外擔保品和/或償還或扣減相關而發生之所有費用、開支和收費（包括因提前償還和/或任何貨幣兌換而發生者）均應基於全額彌償之原則由閣下承擔，並可在收到該等額外擔保品、償還款或扣減額後、對任何帳戶進行借記前從該等額外擔保品、償還款或扣減額中扣減。

so that after the provision of such additional Collateral and/or such repayment or reduction of the Total Liabilities, the relevant Collateral Lending Value is complied with. Any such additional Collateral shall constitute and form part of the continuing security for your obligations to us under the relevant Collateral Documents and shall not subsequently be withdrawn without our prior written consent. All costs, expenses and charges incurred in connection with the provision of such additional Collateral and/or repayment or reduction (including as a result of prepayment and/or any currency conversion) shall be borne by you on a full indemnity basis and may be deducted from such additional Collateral, repayment or reduction immediately on receipt and before debiting any Account.

20. 借貸辦事處變更等

CHANGE OF LENDING OFFICE, ETC.

- 20.1 一般規定的第23.1條至第23.3條應適用於每一融通和融通文件。

Clauses 23.1 to 23.3 of the General Provisions shall apply to each Facility and Facility Document.

- 20.2 我們可在任何時候及不時變用於下述目的之辦事處：提供任何融通，記錄或實施任何融通相關交易，或者為任何融通或交易做出或接受付款或交付。

We may at any time and from time to time change the office from or through which any Facility is provided or made available or at which any transaction relating to a Facility is booked, recorded or affected, or through which it makes or receives payments or deliveries for the purpose of any Facility or transaction.

- 20.3 閣下承諾簽署（並應促使每一擔保品提供方簽署）我們就任何轉讓（定義見第五部分第23.3條）或我們變更借貸辦事處而要求之所有文書或文件，並做出我們就該等轉讓或變更而要求之所有行為或作為（費用均由閣下自行承擔）。

You undertake to execute (and shall procure that every Collateral Provider executes) all such instruments or documents and do all such acts or deeds (at your own cost) as may be required by us in connection with any Transfer (as defined in Clause 23.3 of Part V) or change of lending office by us.

21. 資訊披露

DISCLOSURE OF INFORMATION

21.1 我們（包括我們的高級人員、僱員、代理人和人員）可根據一般規定第18條規定披露客戶資訊及與任何融通及任何融通文件相關之任何資訊。

We (including our respective officers, employees, agents and servants) may disclose Customer Information and any information relating to any of the Facilities and any of the Facility Documents in accordance with the provisions of Clause 18 of the General Provisions.

21.2 在不限制第22.1條之同時，閣下授權我們向任何第三方擔保品提供方提供下列資訊：

Without limiting Clause 21.1, you authorize us (including our respective officers, employees, agents and servants) to provide to any third party Collateral Provider the following information:

- (i) 對已經或將由擔保品提供方給予保證和/或擔保之義務予以證明之相關文件影本或有關該等文件之概述；
a copy of the document(s) evidencing the obligations guaranteed and/or secured or to be guaranteed and/or secured by the Collateral Provider or a summary thereof;
- (ii) 在閣下未在收到慣常提醒後結清逾期款項之情形下發送給閣下之任何正式逾期款項支付要求影本；及
a copy of any formal demand for overdue payment that is sent to you if you have failed to settle the overdue amount following a customary reminder; and
- (iii) 不時按擔保品提供方要求提供已向閣下提供之最新報表影本（如有）。
from time to time on the Collateral Provider's request, a copy of the latest statement of account provided to you, if any.

22. 一般規定

GENERAL

22.1 相關協議下之所有權利、權力及補救適用於閣下對我們所負有之所有過去、現在、未來及或有義務和負債，包括連續性交易下發生、具有下述效力之義務和負債：使現有義務和負債得以繼續、在任何時候或不時增減現有義務和負債或在任何或所有先前義務和負債履行完畢後創設新的義務或負債，而不論是否存在影響閣下之無行為能力、資不抵債、清盤、清算或任何其他事件或程序。

All the rights, powers and remedies under the Agreement shall apply to all your past, present, future and contingent obligations and liabilities owed to us, including those arising under successive transactions which shall either continue existing obligations and liabilities, increase or decrease them at any time or from time to time or create new obligations or liabilities after any or all prior obligations and liabilities have been satisfied, and notwithstanding the incapacity, bankruptcy, winding-up, liquidation or any other event or proceeding affecting you.

22.2 由我們主管就任何時候在任何帳戶上應由閣下支付給我們之任何金額或任何融通所簽署之證書及我們任何其他證書、決定、通知或意見均是不可推翻的，並對閣下及每一擔保品提供方有拘束力，有明顯錯誤者除外。

A certificate signed by any of our officers as to any amount at any time payable by you to us on any account or in respect of any Facility and any other certificate, determination, notification or opinion of us shall be conclusive and binding on you and every Collateral Provider save for manifest errors.

附件 1 風險披露聲明書及警告聲明書

SCHEDULE 1 RISK DISCLOSURE STATEMENTS AND WARNING STATEMENTS

除非本附件中另有定義，否則本附件中使用的特定詞彙（英文本中首字母大寫）應具有本條款與條件中賦予其的相同含義。

Unless otherwise defined herein, capitalised terms used in this Schedule shall have the same meaning given to them in the Terms and Conditions.

A 部分：風險披露聲明書

Part A : Risk Disclosure Statements

證券交易之風險

RISK OF SECURITIES TRADING

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。

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.

槓桿式外匯合約交易之風險

RISK OF TRADING IN LEVERAGED FOREIGN EXCHANGE CONTRACTS

槓桿式外匯合約交易的虧蝕風險可以極大。您所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。您可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。

The risk of loss in leveraged foreign exchange trading can be substantial. 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 limit losses to the intended amounts. 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 carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

槓桿操作之風險

RISK OF LEVERAGING

就交易取得之槓桿操作及/或套利之程度，特別是以相對而言數額較低之保證金進行高度槓桿操作者，可能對閣下有利，亦可能對閣下不利。一個相對程度較小之市場變動，可能發生比例上較大之影響，且槓桿操作及/或套利可能取得鉅額獲利，亦可能造成鉅額損失。此等槓桿操作可透過借貸、保證金交易方式實現，亦可包含於某些工具（例如結構性票據）中。

The degree of leverage and/or arbitrage which is obtained in connection with the transactions, and in particular the high degree of leverage resulting from a relatively small margin requirement, can work against as well as for you. A relatively small market movement will have a proportionately larger impact and the use of leverage and/or arbitrage can lead to large losses as well as gains. Such leveraging may be by way of a loan, trading on a margin, or embedded within an instrument such as a structured note.

您所蒙受的虧蝕可能會超過最初存入的保證金數額及/或所提供擔保品之價值，且閣下可能損失其所投資本金之全部或絕大部分，而閣下仍應對閣下帳戶中任何赤字之全額負責。

You may sustain losses in excess of the value of the margin funds and/or Collateral provided and may lose all or a significant part of the principal invested, and you remain liable for the full amount of any deficit in your Account(s).

鑒於閣下的投資經驗、投資目標、財務資源、風險概況及其他相關情形，槓桿操作可能不適合閣下。

The use of leverage may not be suitable to you in light of your investment experience, objectives financial resources, risk profile and other relevant circumstances.

我們並無義務為了將閣下帳戶之損失限制於已付之保證金及/或所提供擔保品之價值範圍內，而沽清閣下於我們所持之部位。

We have no obligation to liquidate your positions with us to limit the losses under the Account(s) to the value of the margin deposit and/or Collateral provided.

我們因考量到匯率或市場發生不利變動而認為有必要或適當時，有權將閣下之未平倉持倉予以沽清。我們此等權利不以我們先行要求額外存款及/或擔保品為先決條件，且不論我們是否先行要求額外存款及/或擔保品，均不影響我們之此等權利。此外，雖然閣下部位之沽清通常發生於匯率或市場變動不利於閣下部位之時，但有可能於沽清後匯率或市場之變動變得有利於閣下，甚至極為有利，此等後續變動不影響閣下已發生之責任。

A demand by us for additional deposit and/or Collateral is not a precondition to and does not limit our right in any way to liquidate your open positions should we consider that unfavourable exchange rate(s) or market movements make it necessary or appropriate at any time. In addition, although liquidation normally occurs when the exchange rate(s) or market movements move against your position, it is possible that after the liquidation, the exchange rate(s) or market movements could move in favour of you, even significantly, and such subsequent movement would not affect your liabilities incurred.

買賣創業板股份之風險

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS (GEM)

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

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

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

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

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的专业意見。

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

在香港以外地方收取或持有的客戶資產的風險

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

我們在香港以外地方收取或持有的客戶資產，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》(第 571 章)及根據該條例制訂的規則可能有所不同。

因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

Client assets received or held by us outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and the rules made thereunder.

Consequently, such assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

於香港境外交易之風險

RISK OF TRANSACTIONS OUTSIDE HONG KONG

於其他司法管轄區之市場(包括與本地市場有正式連繫之市場)進行交易，或會令閣下承擔額外風險。根據此類市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，閣下應先行查明與其特定交易有關之所有規則。香港當地監管機構將無法迫使交易執行地所屬其他司法管轄區的監管機構或市場之規則得到執行。閣下在開始交易之前應詳細了解香港及其他有關司法管轄區可提供何種補救措施。

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to its particular transactions. The Hong Kong local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the transactions have been effected. You should understand for details about the types of redress available in both Hong Kong and other relevant jurisdictions before you start to trade.

提供將閣下證券擔保品等再質押的授權書之風險

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

向我們提供授權書，容許我們按照某份證券借貸協議書使用閣下的證券或證券擔保品、將閣下的證券擔保品再質押以取得財務通融，或將閣下的證券擔保品存放為用以履行及清償其交收責任及債務的擔保品，存在一定風險。

There is risk if you provide us with an authority that allows us to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

假如閣下的證券或證券擔保品是由我們在香港收取或持有的，則上述安排僅限於閣下已就此給予書面同意的情況下方有效。此外，除非閣下是專業投資者，閣下的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若閣下是專業投資者，則有關限制並不適用。此外，假如閣下的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向閣下發出有關授權將被視為已續期的提示，而閣下對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則閣下的授權將會在沒有閣下的書面同意下被視為已續期。現時並無任何法例規定閣下必須簽署這些授權書。然而，我們可能需要授權書，以便例如向閣下提供保證金貸款或獲准將閣下的證券或證券擔保品借出予第

三方或作為擔保品存放於第三方。有關持牌人或註冊人應向閣下闡釋將為何種目的而使用授權書。倘若閣下簽署授權書，而閣下的證券或證券擔保品已借出予或存放於第三方，該等第三方將對閣下的證券或證券擔保品具有留置權或作出押記。雖然我們根據閣下的授權書而借出或存放屬於閣下的證券或證券擔保品須對閣下負責，但我們的違責行為可能會導致閣下損失閣下的證券或證券擔保品。大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如閣下毋需使用保證金貸款，或不希望本身證券或證券擔保品被借出或抵押，則切勿簽署上述授權書，並應要求開立該等現金帳戶。

If your securities or securities collateral are received or held by us in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority. You are not required by any law to sign these authorities. But an authority may be required by us, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. A cash account not involving securities borrowing and lending is available from most persons licensed or registered by the Securities and Futures Commission. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities or ask to open this type of cash account.

保證金交易之風險

RISK OF MARGIN TRADING

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

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 us. 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 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.

閣下與我們以保證金之方式承作交易者，不同交易類型所要求之初始保證金數額可能不同，且保證金數額由我們決定，並得隨時變更。我們就此專有裁量權，且將為保護我們的利益行使我們裁量。

Where you deal with us on a margin basis the required amount of initial margin may vary with each type of transactions and the amount of margin may be determined by us and changed at any time. We have complete discretion in this and will exercise our discretion in order to protect our interests.

閣下提供之保證金數額，可能因若干事由而下跌至低於我們所要求之水準；此等事由包括（但不必然限於）因未清償之交易以市價估價所致帳面損失或擔保品價值跌落。我們於任何時間認為保證金數額不足時，有權採取我們認為適當之措施。此等措施包括：

The margin cover provided by you may fall below the amount required by us due to various reasons such as (but not

necessarily limited to) book losses arising from mark-to-market valuation of outstanding transactions or losses arising from a fall in the value of the collateral. If we consider that the margin cover is inadequate at any time, we may take such action as we deem fit. Such action may include:

- (i) 要求提供額外擔保品。我們得要求鉅額之額外擔保品，且其數額得超過原先承諾之初始保證金數額，並得要求於短時間內提供；

calling for additional Collateral. This amount may be substantial and may exceed the amount originally committed as initial margin, and be called at short notice;

- (ii) 在我們認為係為償付閣下債務之必要範圍內，將擔保品之一部或全部加以變現。此等變現前，得不向閣下或提供擔保品之人（若與閣下不同者）通知、亦得不經其同意；

realising all or any part of the Collateral as we deem necessary to satisfy your liabilities. This may be done without notice to or consent from you or the person providing the Collateral (if different);

- (iii) 依我們認為適當之時間及方式，就任何或所有交易予以結清、清算、抵銷（無論是否已到期）、變現、或作其他處理（不論是否將產生任何額外損失），無須通知閣下、亦無須取得閣下同意。交易清算後，以損失作者，且該損失超過寄存保證金總額時，閣下應就任何不足數額負責清償責任；及

closing out, liquidating, setting off (notwithstanding that any of the same has not yet matured), realising or otherwise dealing with any or all outstanding transactions (whether or not any additional loss may thereby arise) at such time and in such manner as we think appropriate without notice to or consent from you. In the event the transactions are liquidated at a loss and the loss exceeds the aggregate margin deposited, you will be liable for any shortfall; and

- (iv) 在結清或以其他方式終止任何一筆或多筆交易之過程中，依我們認為適當之方式及條款，將任何貨幣兌換為任何其他貨幣。任何此等兌換均可能導致額外損失，而該等額外損失應由閣下自行承受。

in the course of closing out or otherwise terminating any transactions or series of transactions, converting any currency to any other currency in such manner and on such terms as we may think fit. Any such conversion may give rise to further losses, for which the you will be liable.

在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券之風險

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

按照納斯達克-美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣之證券是為熟悉投資技巧的投資者而設的。閣下在買賣該項試驗計劃的證券之前，應先諮詢我們意見並熟悉該項試驗計劃。閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult us and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

結構性產品、與股票連結投資和與信貸連結票據之交易風險

RISK OF TRADING STRUCTURED PRODUCTS, EQUITY-LINKED INVESTMENTS AND CREDIT-LINKED INSTRUMENTS

結構性產品、與股票連結投資和與信貸連結票據（「**相關產品**」）在某些情況下會發生重大損失風險。除非閣下了解閣下所締結之交易的性質及閣下所面臨之風險程度，否則不應進行相關產品的交易。閣下應結合閣下之投資經驗、財政狀況、投資目標及其他相關情況，仔細考慮該等交易是否適合閣下。

The risk of loss in Structured Products, equity-linked investments and credit-linked instruments (the “**Relevant Products**”) may be substantial in certain circumstances. You should not deal in them unless You understand the nature of the transactions you are entering into and the extent of your exposure to risk. You should carefully consider whether the transactions are suitable for you in the light of your investment experience, financial position, investment objectives and other relevant circumstances.

應就相關產品支付之收益或會高於普通定期存款之利息。但是，亦存在額外風險。相關資產價值有升有降，且以往表現並不一定預示著未來的表現。相關資產價值變動或會導致相關產品之價格和/或償還價值及其中所產生之收益（如有）發生變動，或會因此而導致不同結果或程度大於相關資產價值變動之結果。相關產品價值不僅會快速上漲，亦會快速下跌，或者會在到期之時或之前成為毫無價值。閣下或會面臨損失全部或相當一部分投資之風險。根據相關產品的條款，在相關資產價格低於轉換價格時，閣下可能有法律義務按照事先約定的轉換價格接受相關資產，而非接收相關產品的本金。因此，閣下或會收到價值下降的資產。如果相關資產變得毫無價值，則閣下可能會損失全部本金。

The income which may become payable on the Relevant Products may be higher than the interest on an ordinary time deposit. However, this carries with them additional risks. The value of the underlying assets may go down as well as up and past performance is not necessarily a guide to future performance. Changes in the value of the underlying assets may result in changes to the price and/or the repayment value of the Relevant Products and income derived therefrom (if any), which may have a different result or a result of greater magnitude than the change in the value of the underlying assets. The value of the Relevant Products may fall as rapidly as it may rise or become worthless at or before maturity. You may risk losing all or a significant proportion of your investment. Depending on the terms of the Relevant Products, You may have the legal obligation to take the underlying assets at the pre-agreed conversion price instead of receiving the principal of the Relevant Products if the price of the underlying asset falls below the conversion price. You may therefore receive an asset that has fallen in value. You may lose the entire principal if the underlying asset becomes worthless.

對相關產品的投資不是對相關資產的投資，閣下對該等相關資產不享有任何權利。但是，相關資產的表現將對相關產品的價值產生直接影響。我們未曾、也不會在任何時候對相關資產進行任何調查或審查，亦不會就相關資產的表現或選擇作出任何擔保或明示或暗示的保證。

An investment in the Relevant Products is not an investment in the underlying assets and you have no rights in respect of such underlying assets. However, the performance of the underlying assets will have a direct effect on the value of the Relevant Products. We have not performed, and will not at any time perform, any investigation or review of the underlying assets, nor do we make any guarantee or express or implied warranty in respect of the performance of the underlying assets, nor the selection thereof.

相關產品可能是「不可轉讓的」，或者不能在任何交易所上市或交易。因此，閣下可能很難或在某些情況下不可能對它們進行平倉或結算。相關產品及/或相關資產可能包括以外幣計價合約進行的交易。如果需將其從合約計值貨幣折算成另一貨幣，該等交易的利潤或損失（無論它們是在閣下自己的司法管轄區還是其他司法管轄區交易）將受到貨幣匯率波動的影響。

The Relevant Products may be “non-transferable” or may not be listed or traded on any exchange. Therefore, it may be difficult or, in some cases, impossible for you to close out or liquidate them. The Relevant Products and/or the underlying assets may comprise transactions in foreign currency-denominated contracts. The profits or loss in such transactions (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

相關產品的價值和/或結算可能會受到某些事件的發生或存在的影響，例如（但不限於）參考實體的信用表現、兼併和出售、交易暫停、價格來源中斷、指數（包括一籃子指數）的計算和/或組成發生實質變化等。在某些情況下，閣下或會面臨損失全部或相當一部分投資之風險。

The value and/or the settlement of the Relevant Products may be affected by the occurrence or existence of certain events such as (but not limited to) credit performance of the reference entities, mergers and disposals, trading suspension, price source disruption, material change in the calculation and/or composition of indices comprising a basket of indices etc. In certain circumstances, you may risk losing all or a significant proportion of your investment.

如果相關產品的賣家是我們，相關產品的價值將取決於我們履行我們在相關發售文件和條款清單下義務的能力。該等義務（包括但不限於在行權、期滿或到期後根據相關產品的條款與條件向閣下交付相關資產或現金結算金額（視情況而定）屬於我們的無擔保業務，而非任何其他人的義務。

If the seller of the Relevant Products is us, the value of the Relevant Products will depend on the ability of us to perform our obligations under the relevant offering documents and term sheets. These obligations (including but not limited to the delivery to you in accordance with the terms and conditions of the Relevant Products either the underlying asset or the cash settlement amount upon exercise, expiry or maturity, as the case may be) are the unsecured obligations of us and of no other person.

台新集團成員可不時以委託人和代理人身份進行涉及相關資產之交易。該等交易可能對相關資產的價值產生正面或負面影響，進而對相關產品的價值產生正面或負面的影響。台新集團成員亦可向構成相關產品之相關資產的公司和關係企業提供服務。

Taishin Group Members may from time to time engage in transactions involving the underlying assets as principal and as agent. Such transactions may have a positive or negative effect on the value of the underlying assets and consequently upon the value of the Relevant Products. Taishin Group Members may also provide services to companies and affiliates of companies that comprise the underlying assets of the Relevant Products.

我們向閣下提供的任何建議或資訊僅供參考。依賴此等建議或資訊的風險由閣下自行承擔。我們對閣下投資之表現或我們向閣下提供之任何建議或資訊不作任何保證。

Any recommendation or information given by us to you is for your reference only. Reliance on such recommendation or information is at your own risk. We make no warranties regarding the performance of your investment or regarding any recommendation or information given by us to you.

閣下應具備充分的知識和經驗，能夠評估相關產品交易的優點和風險，應完全依賴閣下自己對該等優點和風險（如相關，包括相關產品的稅務和會計處理）的判斷或獨立於我們而取得的相關專業意見，而不應僅僅依賴我們的建議或意見。

You should have sufficient knowledge and experience to be able to evaluate the merits and risks of entering into transactions relating to the Relevant Products, should act in reliance solely upon your own judgment or upon professional advice obtained independently of us as to those merits and risks (including, where relevant, the tax and accounting treatment of the Relevant Products) and should not rely solely upon our recommendations or advice.

以上內容僅代表通常與相關產品投資相關之部分風險，並不意在披露相關產品的所有風險及所有重要方面。閣下應仔細閱讀相關產品發售文件及條款清單的內容，以瞭解相關產品的功能和相關風險如有疑問，請在作出投資決定前諮詢閣下的法律、稅務、財務顧問或其他客戶視為適當的顧問。

The above represents only some of the risks generally associated with investing in the Relevant Products and does not purport to disclose all of the risks and all of the significant aspects of the Relevant Products. You should carefully read the contents of the relevant offering documents and terms sheets to understand the features of and the specific risks associated with the Relevant Products. Where in doubt, please consult your legal, tax, financial adviser or other advisers you deem appropriate before making an investment decision.

提供代存郵件或將郵件轉交第三方的授權書的風險

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

假如你向我們提供授權書，允許我們代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

If you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

電子交易之風險

RISK OF ELECTRONIC TRADING

電子交易設施是以電腦組成系統來進行指令傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或發生故障，而閣下追討損失的能力或會受制於系統供應商、市場、結算所及 / 或交易所參與者就其所承擔之責任施加的限制。此類責任限制會有不同。

Electronic trading facilities for electronic trading are supported by computer-based component systems for order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary.

透過某個電子交易系統進行買賣，或會不同於在公開競價市場上進行買賣，亦與透過其他電子交易系統進行買賣有所不同。如果閣下透過某個電子交易系統進行買賣，便須承擔與該系統帶來的風險，包括有關系統硬件或軟件可能會發生故障的風險。系統故障可能會導致閣下的交易指示不能根據指示執行，甚或完全不獲執行。

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

電子交易所涉及的風險包括：(i) 在需求高峰、市場波動、系統升級或維護或其他原因期間，對互聯網服務的訪問可能受到限制或無法獲得；(ii) 透過互聯網進行的交易可能會發生中斷、傳送停止、因互聯網流量而延遲傳送或因互聯網的公開性而導致資料傳輸有誤；(iii) 閣下的指令可能不被執行或可能延遲，因此指令執行價格會有別於閣下指令發出之時的價格；(iv) 未經授權的第三方可能訪問通信及個人資料；或(v) 閣下的指令可能會在未接受人員審查的情況下執行；(vi) 可能出現系統故障，導致閣下的指令未被執行；或(vii) 閣下缺乏互聯網經驗可能會導致閣下的指令沒有被執行或得到錯誤執行；或(viii) 由於系統無法及時顯示交易已經完成，可能導致多次發出同一指令。對於閣下因該等中斷、延遲或第三方訪問而可能招致之任何損失，我們概不承擔任何責任。

The risks involved in electronic trading include the following: (i) access to the internet services may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons; (ii) transactions conducted through the internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet; (iii) your instructions may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time when your instructions were given; (iv) communications and personal data may be accessed by unauthorized third parties; or (v) your instructions may be executed without being subject to human review; (vi) there may be system failure which may result in your instructions not being executed; or (vii) your lack of internet experience may result in your instructions not being executed or executed with error; or (viii) the same instructions may be issued for more than once because the system could not promptly indicate completion of the transactions. We accept no responsibility for any loss which may be incurred by you as a result of such

interruptions or delays or access by third parties.

此外，通常指令在做出後不一定能夠被取消，因此在下指令之前閣下應謹慎行事。閣下試圖取消指令的行為僅屬於「取消請求」，如果我們無法更改或取消指令，我們不會對閣下承擔任何責任。

Further, it is not usually possible to cancel an instruction after it has been given, thus you should exercise caution before placing any orders. Any attempt made by you to cancel an order is simply a “request to cancel” and we will not be liable to you if we are unable to change or cancel the order.

互聯網是面向公眾之全球無線網路，不受任何組織的控制。互聯網本質上是一種不可靠的通信媒介，而該等不可靠性是我們所無法控制的。透過互聯網傳輸之任何通信或資料可能是不安全或可被追蹤，並可能會被未授權第三方訪問。對於可能出現的任何資料洩露，我們將不對閣下承擔任何責任。

The internet is a global wireless network for the public and it is not controlled by any organization. The internet is an inherently unreliable medium of communication and such unreliability is beyond our control. Any communication or data transmitted through the internet may not be secure or traceable, and may be accessed by unauthorized third parties. We will not be liable to you for any possible leakage of data information.

亦存在他人使用與本公司之名稱或模仿本公司電子交易網站佈局和互聯網伺服器來侵佔閣下資料資訊之風險閣下有責任在閣下的電腦上安裝可靠的安全軟件或適當的設置，以防止可能存在的任何風險或就該等風險警告自己。

There may also be a risk that some people use a similar name to our company or imitate our electronic trading website layout and server in the internet to embezzle clients’ data information. You are responsible for installing reliable security software or appropriate settings on your computer to prevent or warn yourself of any risks that may exist.

通訊風險 - 電子郵件

COMMUNICATIONS RISK – EMAIL

電子郵件通訊之風險更高。電子郵件並非一種安全的通訊方式；電子郵件可能受到攔截、可能發送失敗、亦可能發送錯誤。因此，電子郵件發生機密資訊洩漏、偽造及詐騙等風險較高。閣下要求我們接受電子郵件指示者，我們將無法如同一般驗證程序對電子郵件行使相同程度的查核程度。尤其，我們可能無法驗證任何電子郵件之來源、亦可能真誠相信該等電子郵件係自閣下指定之其中一個電子郵件地址寄送，而實際上該等電子郵件係自其他地址或郵件伺服器所寄送。我們亦將無法將電子郵件之實體簽名用以與閣下於開戶手冊或其他文件中所授權之簽名進行比對。電子郵件之收件人錯誤、或係在非上班時間內收受者，相關回應可能較慢、甚至完全無回應。

Email communications entail greater risk. Email is not a secure means of communication and is susceptible to interception, non-delivery or mis-delivery. It therefore gives rise to an enhanced risk of loss of confidentiality, forgery and fraud. If you elect to request us to accept email instructions we cannot exercise the same level of diligence in our normal verification procedures. In particular we may not be able to verify the source of any email or may be led to believe in good faith that an email has been sent from an address specified by you which has in fact been sent from a different address or mail server. We are also unable to compare a physical signature with that authorized by you in the Account Opening Booklet or other documents. Email communications which are misdirected or received outside normal office hours may not be acted upon in a timely manner, or at all.

其他相關文書

OTHER RELATED DOCUMENTATION

我們將於適當情形，向閣下提供載有重要條款、相關義務、假設前提、定價基準及敏感性分析之產品說明書，用以說明市場走勢對於擬承作金融交易之影響（特別是閣下可能因市價波動而生之獲利及損失），並/或向閣下提供其他我們認為相關之資訊。提供之任何敏感

性分析，均僅供說明之用，不得視其為代表我們就未來市場走向之預測看法。強烈建議閣下在承作任何交易前，先行研讀並完全瞭解相關產品說明書。然而，提供此等產品說明書，並不使閣下因而免除其應自行採取或提出其認為有必要或有需要之所有措施及詢問，以確保其完全了解相關交易之義務。

We will, in appropriate cases, furnish you with term sheets setting out the material terms, associated obligations, underlying assumptions, pricing basis and sensitivity analysis to illustrate the impact of market movements on the proposed financial transaction (in particular, the profit and loss which you may be exposed to with fluctuations in market rates) and/or such other information regarding the said transaction as we may think relevant. Any sensitivity analysis which may be provided are for the purpose of illustration only and are not to be treated as our view on how the market will move in the future. You are strongly advised to study and fully understand the relevant term sheet before executing any specific transaction. The provision of such term sheets shall not, however, detract from your duty to take all such steps and make all such enquiries as may be necessary or desirable to ensure that you fully understand the transaction concerned.

發行人、交易對手及法律風險

ISSUER, COUNTERPARTY AND LEGAL RISKS

若特定證券或金融商品發行人並非我們、或閣下所締結交易之交易對手並非我們時，閣下應自行確認您可接受此等發行人或交易對手之信用風險，蓋在任何證券或其他金融商品之發行人或交易對手無法履行其義務時，此等投資可能變得無價值、且亦無法取回任何交易成本及獲利。我們不就此等發行人或交易對手之違約負任何責任。

If the issuer of a particular security or instrument or the counterparty to the transaction which you are entering into is not us, you should satisfy yourself that the credit risk of such issuer or counterparty is acceptable to you since if the issuer of any security or other instrument or a counterparty becomes unable to meet its obligations then such investments may become worthless and any trading costs and profits irrecoverable. We will not be liable in the event of a default by such issuer or counterparty.

閣下寄存金錢或其他財產供國內外交易者，應熟悉此等金錢或財產所可享有之保障，特別是在發行人、保管人或中介人資不抵債或破產之情形。閣下是否得取回其金錢或財產、以及取回之程度為何，可能受當地規則與規章之規範。在若干司法管轄區內，在不足額清償之情形，特別指陳為閣下之財產可能會被以如同現金之方式加以按比例分配。

You should also familiarize yourself with the protections accorded to money or other property which you deposit for domestic and foreign transactions, particularly in the event of an insolvency or bankruptcy of the issuer, custodian or intermediary. The extent to which you may recover your money or property may be governed by local rules and regulations. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for the purposes of distribution in the event of a shortfall.

投資 / 結構性產品之風險

INVESTMENT / STRUCTURED PRODUCTS RISKS

在投資產品交易之情形，投資之決定係閣下自己之決定，除非銷售此等商品之中介人已經向閣下解釋該等商品適合閣下之財政狀況、投資經驗及投資目標，否則閣下不應就此等商品進行投資。

In regard to transactions in Investment Products, the investment decision is that of you and you should not invest in such products unless the intermediary who sells it has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

閣下對於即將簽訂之結構性產品交易，有完全了解該等交易條款與條件之責任，包括：

It is your responsibility to fully understand the terms and conditions of the Structured Product transactions to be undertaken,

including:

- (i) 關於價格、期間、屆期日/到期日、限制之條款，以及與結構性產品交易相關之其他重大條款；

the terms as to price, term, expiration/maturity dates, restrictions and other terms material to the Structured Product transactions;

- (ii) 描述易變性、流動性等風險因素之條款。尤其，結構性產品可能在本質上係欠缺流動性，因此可能有在到期日前難以出售之風險。此外，在到期日或贖回日前出售結構性產品，可能導致本金損失，因此，結構性產品交易僅適合無流動性需求、瞭解且能負擔結構性產品交易之財務及其他風險之投資人；

any terms describing risk factors, such as volatility, liquidity etc. In particular, Structured Products may be inherently illiquid and there is a risk that they will be difficult to sell before maturity. Further, selling the Structured Product prior to maturity or call date may result in a potential loss of principal and accordingly the Structured Product transaction is suitable only for an investor who has no need for liquidity and understands and can afford the financial and other risks of the Structured Product transaction;

- (iii) 在某些情形，閣下可能有交割或收受結構性產品交易之基礎資產之義務；

the circumstances under which you may become obliged to make or take delivery of the underlying interest of a Structured Product transaction;

- (iv) 結構性產品交易之相關法律風險，包括結構性產品交易可能為非法、導致該等交易無效或欠缺執行力之情形。我們得期待閣下自行承擔此等風險，但損失係因我們之嚴重疏忽、故意違約或詐騙所致者，不在此限。

the legal risks surrounding the Structured Product transaction, including the circumstances under which the Structured Product transaction may be illegal, resulting in it being void and unenforceable. We may expect you to bear such risks unless the loss resulting from such risks is due to the gross negligence, willful default or fraud of us;

- (v) 結構性產品之槓桿操作程度，以及其可能對損失造成加乘效果；

the degree of leverage to which the Structured Product is subject, the effect of which may be to multiply losses;

- (vi) 個別商品之風險單獨評估、以及整體結構性產品交易之風險整體評估；及

the risk associated with each instrument evaluated separately and the risk of the Structured Product transaction evaluated as a whole; and

- (vii) 結構性產品之基礎參考義務、基礎資產及（或）若干其他金融商品或指標（以下簡稱「**基礎指標**」）之績效表現，不論該等基礎指標是否為結構性產品交易之擔保物。因此，閣下應自行確保其已完全了解基礎指標之相關風險、且應自行決定願意接受此等風險。

the performance of underlying reference obligations, assets and/or certain other financial instruments or indices (the "**Underlying Indicator**"), whether the Underlying Indicator forms part of the security under the Structured Product transaction or not. You should therefore ensure that you fully understand the risks involved in the Underlying Indicator and satisfy yourself that you are willing to accept such risks.

市場力量：閣下應注意：投資可能涉及重大風險，且任何投資之價值均可能上揚或下跌。結構性產品所投資之期貨、期權及其他商品之價值，可能迅速上揚、亦可能迅速下跌，且在相關市場中，可能無法在損失發生前沽清投資部位。槓桿操作可能造成重大價格波動。任何商品均不保證能達成其投資目標，且均不保證將不會發生重大損失。交易績效表現不予保證，且過去或預測之績效表現，均不必然可作為未來績效表現之參考。

Market Forces. You should note that investments can involve significant risks and the value of an investment may go down as well as up. The prices of futures, options and other instruments in which the products may invest may fall in value as rapidly as they may rise and it may not be possible to liquidate the positions in the relevant markets before a loss is sustained. Price fluctuations may be substantial because of leverage. No assurance can be given that the investment objective of any product will be achieved or that substantial loss will not be suffered. There is no guarantee of trading performance and past or projected performance is not necessarily a guide to future results.

信用風險：我們不必然係所有結構性產品交易之交易對手或發行人。在我們並非閣下之交易對手或發行人之情形，則應由閣下之交易對手或第三方發行人（而非我們）就該等結構性產品交易或閣下購買商品之其他合約向閣下負責。因此，閣下在決定簽訂此等結構性產品交易前，應考慮此等交易對手或第三方發行人之一切風險，包括該等交易對手或發行人之財政狀況。

Credit Risks. We may not always be the contractual counterparty or the issuer under certain Structured Product transactions. Where we are not your contractual counterparty or the issuer, your contractual counterparty or third party issuer, and not us, will be liable to you under the Structured Product transaction or otherwise in respect of a product purchased by you. Accordingly, in considering whether to enter into such Structured Product transaction, you should take into account all risks associated with such counterparty or third party issuer, including the counterparty's or issuer's financial standing.

在某些結構性產品交易中，閣下必須自行確定自己能夠評估相關信用風險、進而接受之。發行人之信用評等，係關於發行人就結構性產品之履約義務，並非關於結構性產品或參考擔保品之市場風險、投資本金之安全性、或可能之投資報酬。發行人之信用程度，僅係關於發行人履行義務之能力，並不影響或提高投資之績效表現。

Certain Structured Product transactions also involve the assumption by you of credit risks which you should ensure that you are able to evaluate. The credit rating of the issuer pertains to the ability of the issuer to meet its obligations under the terms of the Structured Product and is not indicative of market risk associated with the Structured Product or the reference security, the safety of the principal invested or the likely investment returns. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations.

交易對手風險：關於閣下簽訂之合約，閣下應自行確定您了解可能與閣下對配之交易對手之身份。在很多情形中，閣下購買之商品，係此等交易對手所負擔之無擔保義務（此與交易所公開交易之商品等由中央清算公司承擔義務之情形不同），且閣下應評估相關之信用風險。

Counterparty Risks. You should ensure that you are aware of the identity of the contractual counterparty it is or may be matched with. Often, you will be purchasing an unsecured obligation of such counterparty (as opposed to an obligation of a central clearing corporation as would be the case with exchange traded products) and you should evaluate the comparative credit risk.

在我們為對手方之情形，閣下必須注意：我們係以對手方之身份，與閣下進行正常交易。除我們書面另有約定或適用規範另有規定者外，我們並非以受信人身份進行交易，且我們並不願意對閣下承擔受信人義務。閣下與我們進行任何往來、交易、合約或結構性產品交易之情形，可能對閣下造成損失，並使我們取得獲利。除非我們明確同意，否則，我們並不，且將不會向閣下提供任何書面或口頭諮詢意見，但載明於相關合約之聲明、以及我們以對手方身份與閣下協商後由閣下簽署做成之交易確認書除外。

If the counterparty is us, you must note that we deal with you at arm's length as your counterparty. Unless we agree in writing or otherwise required by Applicable Regulation, we are not acting as a fiduciary, nor are we willing to accept any fiduciary obligations to you. Any dealing, trading or engagement or Structured Product transaction with us by you could result in a loss to you and a gain to us. Unless we specifically agree, we do not and will not give you any advice, whether written or oral, other than representations which will be expressly set forth in the relevant agreement, and any Transaction

Confirmation which may be signed or executed by you after negotiations with us as your counterparty.

閣下應知悉：我們在許多市場中，均有進行若干客戶導向及財產業務活動。此等一般性業務活動、以及我們就我們與閣下簽訂之若干結構性產品交易所從事之避險活動，均可能對於此等結構性產品交易之價值造成不利影響。

You should be aware that we are engaged in certain customer driven and proprietary activities in many markets. These general activities, as well as our hedging activities which are related to certain Structured Product transactions entered into with you, may adversely affect the value of such Structured Product transactions.

貨幣風險： 在結構性產品交易之計價貨幣或清算貨幣與閣下進行業務或持有帳戶之貨幣不同之情形，匯率之波動可能對於獲利/損失及金融投資造成影響。

Currency Risks: The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where the Structured Product transaction is denominated or settled in a different currency from the currency where you carry on business or keep its Accounts.

稅捐風險： 在簽訂任何結構性產品交易前，閣下應了解相關之稅捐影響（例如所得稅）。不同的結構性產品交易，可能有不同的稅捐影響。閣下應諮詢您的稅捐顧問，以了解相關之稅捐考量。如同任何投資，結構性產品交易之稅捐待遇不予保證，蓋其可能隨著時間推展而有所改變，此考量在持有投資一年以上之情形特別重要。

Tax Risks: Before entering into any Structured Product transactions you should understand the tax implications of doing so e.g. income tax. Different Structured Product transactions may have different tax implications. You should consult your tax advisor to understand the relevant tax considerations. As in the case with any investment, there can be no guarantee with respect to the tax treatment over time. This is a particularly important consideration with respect to investments held for one or more years.

價值變動之風險

VALUE CHANGES RISK

市場之走向，例如匯率與利率之波動、商品價格、證券價格及指數之變動等，通常無法預測，且在市場走向對閣下不利之情形，其導致閣下承受之損失總額，可能超過已投入金額以及任何存於我們之保證金或額外保證金。

Market movements, e.g. fluctuations in foreign exchange rates, interest rates, movements in commodities prices and Securities prices and indices etc., frequently cannot be predicted, and if adverse may cause you to sustain a total loss in excess of the committed amount and any margin or additional margin deposited with us.

「止蝕」限額及指令以及其他限制操作策略

“STOP-LOSS” LIMITS AND ORDERS AND OTHER LIMITATION STRATEGIES

閣下可向我們下達「止蝕」指令，指示並授權我們於閣下之未平倉持倉依市價計算之損失超過預定水準（「止蝕」限額）時，沽清相關未平倉持倉，不待事前通知閣下。然而，下達「止蝕」指令，並不當然能將閣下損失限縮於指定範圍內，蓋依市場狀況，有時可能難以，甚至無法於達到「止蝕」限額時執行此等指令。組合多個部位之操作策略，例如「價差」及「等價買賣」部位等，其風險可能等同於單純持有「買超」或「賣超」部位。此外，雖然沽清相關未平倉持倉通常發生於價格下跌之時，但有可能於沽清後價格上揚，甚至是大幅上揚。

You may place a “stop-loss” order with us, whereby we are instructed and authorized to close out the relevant open positions of you without further notice as and when the mark-to-market loss on such open positions exceeds the pre-agreed levels (the “stop-loss” limit). However, placing “stop-loss” orders will not necessarily limit your losses to the intended

amounts as market conditions may make it difficult or even impossible to execute such order at the “stop-loss” limit or at all. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions. In addition, although close out normally occurs when prices drop, it is possible that after the close out, the prices could rise, even significantly, afterwards.

衍生性金融商品交易之風險

RISKS OF DERIVATIVE TRANSACTIONS

前述有關投資/結構性產品之風險，多存在於衍生性金融商品中。衍生性金融商品之交易係基於一個或多個基礎金融資產或指數之價格變動。閣下簽訂任何涉及衍生性金融商品之交易前，應注意並評估前述考量、以及其投資之衍生性金融商品本質上之其他風險。閣下應仔細了解交易之本質與範圍，並應尋求獨立諮詢服務，以自行確定此等商品適合閣下財政狀況、投資經驗及投資目標。

Many of the risks described in regard to investment/Structured Products above apply equally to derivative products, where the transaction is based on price movements in one or more underlying financial assets or indices, and you should note and assess these before entering into any transaction involving derivatives, as well other risks which may arise from the nature of the derivative in question. You should carefully inform yourself of the nature and scope of the transaction and take independent advice to satisfy yourself that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

個別衍生性金融商品可能產生特定風險。以下所列者，係個別衍生性金融商品可能發生之部分（不一定為全部）風險：

Certain aspects of individual derivative products may rise to specific risks, and the following details some, but not necessarily all of the risks which may apply to individual transactions in derivatives:

- (i) 期權可能係「認購期權」或「認沽期權」；期權買方於給付期權之價格（於本條中，「期權金」）時，取得以該期權交易所載預定價格（「履約價」）及預定數量（在認購期權之情形）自期權賣方（「發行人」）買進、或（在認沽期權之情形）向期權賣方賣出標的商品之權利。買方行使期權時，認購期權之發行人應向買方交割標的商品，而賣權期權之發行人則應自買方買進標的商品，且均依預定之履約價進行，不論當時市場價格為何。期權買賣存在很大的損失風險。在某些情形下，閣下所受之損失可能超過閣下最初保證金金額。作出備用交易指示（如「止蝕」或「限價」指令），亦未必可以將虧損局限於你原先設想的數額。市場狀況可能會使該等指令無法執行。組合多個部位之操作策略，例如「價差」及「等價買賣」部位等，其風險可能等同於單純持有「買超」或「賣超」部位。閣下可能會接到短時間通知，要求您追加保證金金額。如所要求之保證金金額未在規定時間內提供，則閣下之部位可能予以沽清。閣下仍應對因此出現之閣下帳戶赤字負責。此外，雖然閣下部位之沽清通常發生於市場條件變得不利於閣下部位之時，但有可能於沽清後市場條件變得有利於閣下，甚至極為有利，此等後續變動不影響閣下已招致之責任。因此，閣下於交易之前應研究及理解期權，根據閣下自身財政狀況和投資目標認真考量該等交易是否合適。若閣下進行期權交易，則應自行了解履約及到期程序及其於履約或到期時的權利與義務。

Options may be “Call Options” or “Put Options” under which the buyer of the option - against payment of the option price (in this clause, the “premium”) - is granted the right either (in the case of a “Call Option”) to purchase from or, (in the case of a “Put Option”) to sell to, the seller of the option (the “writer”) the underlying instrument at the specified price (the “exercise price”) in a quantity predetermined by the option transaction concerned. Should the buyer exercise its option, the writer of a Call Option must deliver the underlying instrument to the buyer or the writer of a Put Option must purchase the underlying instrument from the buyer, in either case at the specified exercise price, irrespective of its prevailing market value. The risk of loss in trading options is substantial. In some circumstances, you may sustain losses in excess of its 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. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions. 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

its Account. In addition, although liquidation normally occurs when the market condition is against your position, it is possible that after the liquidation, the market condition could move in favour of you, even significantly, and such subsequent movement would not affect your liabilities incurred. You should therefore study and understand 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 inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

- (ii) 美式期權得於特定期間內之任何時間行使，而歐式期權僅得於特定期間屆滿時行使。

In the case of an American option, it may be exercised at any time during a specified period, and in the case of a European option, it may only be exercised at the end of that period.

- (iii) 涉及期權之交易，均伴隨高度風險；閣下不熟悉相關風險者，不宜締結此等交易。發行期權所涉風險，通常較承購期權所涉風險高得多。期權買賣雙方應熟悉其擬交易之期權之類型（即：認購期權或認沽期權）及相關風險。閣下應在考慮到期權金及所有交易費用的條件下，計算期權價值必須增加幾何方使其部位獲利。發行人收取之期權金係固定數額，但發行人承受之損失，可能遠高於期權金之數額。

Transactions involving options carry a high degree of risk and should not be entered into unless you are familiar with the risks involved. Writing an option generally entails considerably greater risk than purchasing one. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for its position to become profitable, taking into account the premium and all transaction costs. Although the premium received by the writer is fixed, the writer may sustain a loss well in excess of that amount.

以下列出若干（但不必然是所有）主要風險：

The following sets out some of the principal risks, but not necessarily all of them.

- (a) *承購期權*：期權之買方可抵銷或行使期權，或允許期權到期。若行使期權，將導致進行現金交收，或導致買方獲得或交付基礎資產。任何期權之買方，均有損失該期權已付或應付期權金數額之一部或全部及交易費用之風險。此等損失發生之情形，可能係因買方依履約價就標的商品行使期權，將對買方不利，或係因期權到期時，買方未就期權之行使向我們下達任何指示。由於期權之價值，部分取決於期權到期日前剩餘期間（時間價值），因此即使標的商品價值不變、甚至有良好表現，期權之價值仍可能隨時間經過而跌落。期權到期日前之期間愈短，且履約價與市價之不利價差愈大者，期權買方損失已付期權金之風險即愈高。若閣下擬承購極度價外期權，得注意此類期權獲利之可能性通常極低。

Buying options: The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. The buyer of any option risks losing some or all of the amount paid or payable as premium for the option plus transaction costs. This could occur due to unfavourable price performance of the underlying instrument, or due to expiry of the option without the buyer giving any instructions to us in respect of the exercise of the option. As the value of an option is partly dependent on the remaining tenor of the option prior to expiry date (time value), an option may decline in value over time even if the value of the underlying instrument remains constant or performs favourably. The shorter the time remaining until the date of expiration, and the larger the unfavourable price difference between the exercise price and the market price, the greater is the option buyer's risk of losing the premium paid. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

若干司法官轄區之特定交易所允許延遲支付期權之期權金，在此情形下買方得支付不超過期權金數額之保證金。買方仍有損失期權金及交易費用之風險。期權行使或到期後，買方應對屆時尚未支付之期權金負責。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

- (b) *發行有持保認購期權*：有持保認購期權之發行人，係就其已持有之標的商品發行認購期權。買方行使期權時，發行人即無法就標的商品超過履約價之價格成長獲利；因此，有持保認購期權之發行人，即喪失此一獲利。其所喪失之獲利，僅以其所收受之期權金加以抵沖。買方不行使認購期權者，發行人即承受標的商品價格跌落之全部風險。標的商品價格之跌落數額，僅以其所收受之期權金加以抵沖。

Writing covered Call Options: The writer of a covered Call Option writes the Call Option in respect of an underlying instrument which it already has available. If the option is exercised by the buyer, the writer does not profit from the price growth of the underlying instrument in excess of the exercise price. Thus a profit is missed by the writer of a covered Call Option. The profit missed is reduced only by the premium received. If the Call Option is not exercised by the buyer, the writer bears the full risk of a decline in the price of the underlying instrument. The decline in the price of the underlying instrument is reduced only by the amount of the premium received.

- (c) *發行無持保認購期權*：無持保認購期權之發行人，發行該認購期權，但並未持有標的商品以供交割。無持保認購期權之發行人，必須寄存保證金。標的商品價格上揚時，保證金數額即隨之增加。發行人首先負擔應於我們在任何時間提出要求時，提出額外擔保品以符合較高之保證金要求之風險。買方行使認購期權者，發行人承擔以高於履約價之市價買進標的商品以供交割之風險。由於標的商品市價可能超過履約價之幅度並無任何限制，無持保認購期權之發行人所承受之損失風險並無任何上限。此等損失僅以其所收受之期權金加以抵沖。

Writing uncovered Call Options: The writer of an uncovered Call Option writes the Call Option without already having the underlying instrument available in the event it has to be delivered. The writer of an uncovered Call Option is required to deposit a security margin. If the price of the underlying instrument rises the security margin increases. The writer firstly bears the risk of having to provide additional collateral to us at any time in order to meet the higher margin demands. If the Call Option is exercised by the buyer, the writer bears the risk of having to buy the underlying instrument to be delivered at a market price, which is higher than the exercise price. Since there is no limit to the amount by which the market price of the underlying instrument may exceed the exercise price, the writer of an uncovered Call Option runs the risk of incurring an unlimited loss. The loss thus arising is reduced only by the amount of the premium received.

- (d) *發行認沽期權*：認沽期權之發行人，必須寄存保證金。標的商品價格跌落時，其保證金數額即隨之增加。發行人因此承擔應於我們在任何時間提出要求時，提出額外擔保品以符合較高之保證金要求之風險。買方行使認沽期權者，發行人承受以高於市價之履約價買進標的商品之風險。履約價可能遠超過標的商品市價。認沽期權之發行人所承受之風險，係認沽期權履約價與標的商品市價間之差額，因此其風險受履約價數額之限制。任何此等損失，均僅以其所收受之期權金加以抵沖。

Writing Put Options: The writer of a Put Option is required to deposit a security margin. If the price of the underlying instrument falls, then the security margin to be provided will increase. The writer runs the risk of being called upon at any time by us to furnish additional collateral to satisfy the increased margin requirements. If the buyer exercises the Put Option, the writer runs the risk of having to purchase the underlying instrument offered to the writer at the exercise price, which is higher than the market price of the underlying instrument. The exercise price may be considerably higher than the market price of the underlying instrument. The risk to the writer of a Put Option lies

in the difference between the exercise price of the Put Option and the market price of the underlying instrument and is therefore limited to the amount of the exercise price. Any loss thus arising is reduced only by the amount of the premium received.

買方不於到期前行使認沽期權者，即退回發行人所提保證金，且此時認沽期權之發行人即不再負擔以超過市價之價格買進標的商品之風險。認沽期權之發行人並得保留其已收受之期權金。

If the buyer does not exercise the Put Option before its expiry, the security margin provided by the writer is released and the writer of the Put Option no longer faces the risk of having to purchase the underlying instrument at a price exceeding the market price. The writer of the Put Option retains the premium received.

- (e) *衍生性金融商品之定價*：在衍生性金融商品交易中，例如期貨及期權，在若干情況下，標的商品與衍生性金融商品間，可能不存有任何正常定價關係，特別是在組合式或結構性交易之情形。在不存有任何共同或市場參考價格之情形，可能難以、甚至無法獨立估算交易之公平價格，且我們並不擔保其提出之價格係市場上最佳價格。

Derivative pricing: For financial derivative transactions, e.g. futures and options, the normal pricing relationships between the underlying instruments and the financial derivatives may not exist in certain circumstances, and market disruptions may affect the pricing relationship. The absence of a common or market reference price may make it difficult, if not impossible, for the fair value of the transaction to be assessed independently, and we do not warrant that the price offered will be the best price available in the market.

- (f) *複合式衍生性金融商品*：若干交易係由數個衍生性金融商品所組成，因此必須評估個別衍生性金融商品之風險，以及此等交易之整體風險。此等交易之單一部分表現不佳時，即使每一個其他部分均有良好表現，仍可能造成本金金額一部或全部損失。

Multiple derivatives. Some transactions may be made up of several derivative instruments and it is necessary to assess the risks associated with each of them individually as well as the transaction as a whole. Failure of a single component part of a transaction may cause loss of all or part of the principal even if each of the other components perform satisfactorily.

- (g) *流動性*：衍生性金融商品交易可能無法結清、轉讓或賣出，且有可能必須持有至到期日為止。

Illiquidity: It may be impossible to close out derivative transactions or to transfer or sell them, and it is likely that they will have to be held to maturity.

- (h) *基礎風險*：在交易係基於一個或多個基礎金融資產或指數之價格變動之情形，閣下應探究、了解並接受此等基礎金融資產或指數之相關風險。

Underlying risks. Where the transaction is based on price movements in one or more *underlying* financial assets or indices, the risks associated with those assets or indices should be investigated and understood, and you must be willing to accept such risks.

- (i) *其他風險*：在關於衍生性金融商品之交易，亦可能有前述關於結構性產品交易之市場風險、信用風險、交易對手風險、貨幣風險及稅捐風險；閣下簽訂任何衍生性金融商品交易前，應就每一種風險進行仔細評估。

Other risks: In respect of derivative products the transaction may also be subject to market risks, *credit* risks, counterparty risks, currency risks and tax risks of the type described above in regard to Structured Product transactions, each of which should be carefully assessed before entering into any transaction.

(j) 累計期權 (Accumulators)。

閣下應知曉累計期權是嵌有衍生性金融商品之高風險投資產品。累計期權一般允許閣下按低於合約之日基礎資產之通行市場價格之「折讓」價購買約定數額之基礎資產 (例如股票或外匯) 合約單位。這是由於累計期權包含一系列期權。「折讓」事實上源於閣下向累計期權合約之交易對手沽出期權而收到的期權金，閣下故此須按對敲價 (自交易對手) 買入約定數額之基礎資產。因此，沽出的期權愈多，「折讓」愈大，因而閣下的風險亦愈高。但上行空間風險通常設有上限，例如透過取消條款規定，若基礎資產之市場價格等於或高於取消價，累計期權合約即告終止。閣下得注意，帶有取消條款或其他就上行空間風險設定上限之功能的累計期權可能無法實現其預期之避險目的 (如適用)。閣下得注意，若與累計期權合約有關之最大風險遠遠大於其基礎資產之部位或資產流入或流出，閣下則會承擔過多風險而非避險。閣下不應將累計期權視作爲累沽期權的避險工具，反之亦然。閣下還得注意，當市場條件不利於閣下時，閣下受合約之約束仍須 (按對敲價) 認購基礎資產之每日合約單位。當合約包含「加乘」條件時，下行風險會擴大。當市場條件不利於閣下時，閣下或須成倍認購基礎資產之每日合約單位。此外，合約期限愈長，閣下於整個合約期限內須認購之基礎資產合約單位之數目愈大。在此類情形下，閣下可能遭受更大的損失。

You should be aware that accumulators are high risk investment products with embedded derivatives. Accumulators generally allow you to buy an agreed number of contract units of the underlying asset, such as a stock or a foreign currency, at a “discount” to the prevailing market price of the underlying asset at the date of the contract. This is because accumulators involve a series of options. The “discount” in fact comes from the premium the you receive from selling the options to the counterparty of the accumulator contract and, as a result, you are obliged to purchase (from the counterparty) an agreed amount of the underlying asset at the strike price. Therefore, the more options sold, the larger the “discount” but the risks also rise accordingly for you. Nevertheless, the upside is usually capped, for example, by a knock-out clause which provides that if the market price of the underlying asset is at or above the knock-out price, the accumulator contract will be terminated. You should note that accumulators with knock-out clauses or other features to cap the upside may not serve its intended hedging purposes, if applicable. You should note that if the maximum exposure associated with the accumulator contracts are materially larger than its position or inflows or outflows in the underlying assets, you will be over exposed instead of hedged. You should not treat accumulators as a hedging tool for decumulators or vice versa. You should also note that you may be bound by the contract to take up the daily contract units of the underlying asset (at the strike price) when the market acts against it. The downside risk is magnified when the contract includes a “multiplier” condition. You may be obliged to take up multiple times of the daily contract units of the underlying asset when the market turns against it. Furthermore, the longer the contract period, the larger the number of contract units of the underlying asset you may be obliged to purchase during the whole contract period. In these circumstances, you may suffer even greater losses.

(k) 累沽期權 (Decumulators)。

累沽期權涉及閣下向交易對手發行認購期權，但其運作機制與累計期權相反。在累沽期權之情形，閣下同意按對敲價定期賣出固定數額之基礎資產。因基礎資產之價格或會愈漲愈高，故在理論上而言下跌風險無底限，閣下可能承受極高風險。閣下得徹底了解累計期權及累沽期權之特性及相關風險，在考慮到「加乘」效應 (如適用) 之條件下，確保其有能力履行全部合約，方可決定投資於該等商品。若閣下以保證金之方式達成任何累計期權或累沽期權，亦應知曉與槓桿式交易有關之額外風險。

Decumulators involve you writing a call option to the counterparty, but the mechanism works in the opposite direction to accumulators. In the case of decumulators, you agree to sell a fixed number of underlying assets on a regular basis at the strike price. As the price of the underlying assets may rise

higher and higher, the downside risk is theoretically unlimited and the risk to you may be great. You should understand the features and risks associated with accumulators and decumulators thoroughly, and ensure that you have the ability to honour all contracts, taking into account the “multiplier” effect, if applicable, before deciding to invest in these products. If you enter into any accumulators or decumulators on a margin basis, you should also beware of the additional risks associated with leveraged trading.

遠期合約之風險

RISKS OF FORWARD CONTRACTS

遠期外匯交易之賣方，應以約定價格交割，而在價格上揚之情形，此約定價格可能遠低於市價。另一方面，遠期外匯交合約易之買方，則應以約定價格受領，而在價格跌落之情形，此約定價格可能遠高於市價。在此二種情形，風險在於約定價格與市價間之價差。此風險無法預先估算，且可能超過任何已提供之擔保品。

The seller of forward foreign exchange must deliver at the agreed price, which can be considerably below the then market price, in the case of rising prices. The purchaser of forward foreign exchange, on the other hand, must accept delivery at the agreed price, which can be considerably higher than the then market price, in the case of falling prices. In both cases, the risk lies in the difference between the agreed price and the market price. This risk is not determinable in advance and can exceed any collateral provided.

換利合約之風險

RISKS OF SWAPS

不同金融商品得進行換利合約，使未來之金錢流量來源相互交換，且有時亦於始日及/或到期日交換本金(在攤銷型換利合約較為常見)。在同時交換本金與收入流量之換利合約中，一方當事人違約、或有其他怠於履行其義務之風險通常較高。

Different instruments may be swapped, resulting in an exchange of the source of future payment streams, and occasionally also an exchange of principal on commencement and/or maturity date (more frequently if the transaction is an amortising swap). The risk that one of the parties to the swap will default or otherwise fail to perform its obligations is typically greater in swaps where both principal and income streams are exchanged.

無持保之合約所含風險，與其所交換之不同金融商品個別之風險有直接相關性。應注意的是：此等風險彼此間可能不發生相互抵銷之效果，而應予以加總。

For uncovered contracts, there is risk, which is directly related to the risks of the different instruments swapped. It is important to note that these risks may not be offsetting in effect, and should be viewed instead in aggregate.

其他交易及組合式交易之風險

OTHER TRANSACTIONS AND COMBINATIONS RISKS

在兩個以上不同金融商品 – 不論其係同一類別或不同類別 – 同時買進及(或)賣出(發行)者，稱為組合式交易。就組合式交易之任何部分進行結清或行使時，其所涉及之風險可能有重大改變。

Combinations are referred to when at least two different instruments - either in identical or different classes - are bought and/or sold (written) at the same time. By closing or exercising individual parts of a combination transaction, the risks involved can materially change.

由於各種可能之交易或組合式交易之範圍甚廣，閣下在締結任何交易或進行組合式承作策略前，宜確保閣下已取得此等交易或組合式交易之產品說明書、附錄及補充文件，並確保閣下完全熟悉此等文件與涉及之特定風險。

On account of the broad range of possible transactions and combinations thereof, before executing such transactions or putting combination strategies into operation, you should ensure that you obtain and become thoroughly familiar with the product term sheets, annexures and supplements pertaining to such transactions or combinations thereof and the specific risks involved.

掛牌交易之金融商品

EXCHANGE TRADED INSTRUMENTS

交易之標的合約或標的商品，係於股票或期貨交易所公開交易者，此等交易所之正常市場運作或狀況受到擾亂之情形、及（或）此等交易所之運作（例如交易所依其裁量，於特定市場狀況下暫停或限制若干合約或金融商品之交易者）可能導致難以、甚或無法結清交易或沽清部位，從而提高損失之風險。若閣下已賣出期權，會增加損失風險。

For transactions involving underlying contracts or instruments which are traded on stock or futures exchanges, disruption of the normal market operation or conditions of such exchanges and/or the operation of such exchanges (e.g. discretion on the part of the exchange to suspend or limit trading of certain contracts or instruments under certain market conditions) may increase the risk of loss by making it difficult or impossible to close out the transactions or liquidate positions. If you have sold options, this may increase the risk of loss.

在特定情形下，為反映基礎資產之變化，交易所或結算所可修改未履行合約之規格（包括期權之履約價）。

Under certain circumstances, the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

貨幣風險

CURRENCY RISKS

閣下以某一貨幣進行投資後，又以另一貨幣承作另一交易、用以規避該原始投資之風險者，或閣下締結之交易涉及兩個不同貨幣者，閣下應注意：不同貨幣彼此間之波動、或與交易其他標的間之波動，可能影響閣下之淨獲利、亦可能提高閣下損失。

Where you engage in a transaction involving one currency to hedge an original investment in another currency or where the transaction entered into by you references two different currencies, you should be aware that fluctuations of the currencies against each other or against the other underlying elements of the transaction may affect your net profit on the transaction or increase your loss.

尤其，在以槓桿操作承作涉及不同貨幣之貨幣交易時，借款貨幣將依當時即期匯率，兌換為交易之貨幣、以及寄存款項之貨幣。在借貸期間內，得就寄存款項之一部或全部與借貸資金進行清算、並將清算所得兌換為借款貨幣，從而降低或消除貨幣風險。

In particular in the case of leveraged currency transactions, which are based on different currencies, the borrowed currency or currencies will be converted at the prevailing spot rate into the relevant currency of the transaction and the resultant amount or amounts placed on deposit. During the life of the loan or loans the currency risk may be reduced or eliminated by liquidating some or all of the deposits made with the borrowed funds and converting the proceeds of liquidation into the currency of the loan.

然而，除有貨幣差價外，前述槓桿操作之風險，可能因額外的貨幣風險而增加，導致損失擴大或獲利提高。我們在考量任何時點之不利匯率或市場波動後認為適當時，得專依我們裁量決定降低或消除此等風險；惟我們並無採取此等措施之義務，且我們可能認為無法或難以採取此等措施。

However whilst there remains a currency differential the risks of leverage referred to above may be increased by the additional currency risk and can lead to greater losses as well as increased gains. We retain the unilateral discretion to reduce or eliminate the risks should it deem appropriate to do so in the light of unfavourable exchange rates or market movements at any time, but we have no obligation to do so, or may find it impossible or impracticable to do so.

人民幣風險

RMB RISKS

進行人民幣交易可能有額外風險。以下簡要說明部分人民幣交易風險，但特定金融商品可能在本質上有其他風險：

Dealings in RMB may carry additional risks, and the following is a general statement of some of the risks which may apply, depending on the nature of the product concerned:

人民幣並非自由兌換之貨幣： 人民幣目前並非自由兌換之貨幣，且兌換人民幣有若干限制。兌換人民幣之匯率，可能不是完全由市場力量決定，且可能受到規範。

RMB is not freely convertible: RMB is currently not freely convertible and conversion of RMB is subject to certain restrictions. The exchange rate may not be fully governed by market forces and may be subject to regulation.

多重貨幣風險： 人民幣商品非以人民幣計價者，或含有非以人民幣計價之基礎投資者，在為滿足贖回請求及其他資本要求（例如結算營運費用）而出售資產時，其投資之做成或變現將涉及多重貨幣兌換成本、人民幣匯率波動及買賣價差。

Multiple currency risks: For RMB products which are not denominated in RMB or with underlying investments which are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).

以人民幣計價之基礎投資數量有限： 人民幣商品無法直接在內地投資者，其在內地境外所得選擇之人民幣計價基礎投資可能有限。此等限制可能對於相關人民幣商品之報酬及績效表現造成不利影響。

Limited availability of underlying investments denominated in RMB: For RMB products that do not have access to invest directly in the Mainland China, their available choice of underlying investments denominated in RMB outside the Mainland China may be limited. This limitation may adversely affect the return and performance of the RMB products concerned.

長期投入： 人民幣商品之投資期間屬長期者，閣下若欲在到期日前贖回投資，或在閉鎖期（若有）內贖回投資，將可能使本金產生重大損失，亦即贖回金額可能遠低於投資金額。另外，在到期日前贖回投資，或在閉鎖期（若有）內贖回投資者，可能發生提前離場/撤回費用，亦可能導致損失紅利（若有）。

Long term commitment: Where RMB products involve a long period of investment, if you redeem the investment before the maturity date or during the lock-up period (if applicable), you may incur a significant loss of principal where the proceeds may be substantially lower than their invested amount. Early surrender/withdrawal fees and charges as well as the loss of bonuses (where applicable) are likely to be incurred as a result of redemption before the maturity date or during any applicable the lock-up period.

交易對手信用風險： 人民幣商品所投資之人民幣債券商品，未經任何擔保品加以擔保者，將完全暴露於交易對手之信用風險。人民幣商品對衍生性金融商品進行投資者，亦可能發生交易對手風險，蓋衍生性金融商品發行人之違約，可能對該等人民幣商品之績效表現造成不利影響。在前述兩者情形，均可能導致重大、甚至完全損失。

Counterparty credit risk: To the extent that the RMB products may invest in RMB debt instruments not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a RMB product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB product. In either case substantial or even complete loss may be suffered.

利率風險： 人民幣商品係人民幣債券商品、或投資人民幣債券商品者，可能受到利率波動之影響，其對人民幣商品回報及表現有不良影響。

Interest rate risk: For RMB products which are, or may invest in, RMB debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.

流動性風險： 人民幣商品可能沒有市場、人民幣商品變現基礎投資時可能導致重大損失、人民幣商品亦可能無法依據其商品文書所設時程予以變現，特別是在欠缺有效的次要市場、買賣價差大等情形。因此，閣下可能無法在到期日前變現您的投資，且在到期日屆至時，閣下回收金額可能低於投資總額。

Liquidity risk: There may be no market in RMB products, or in some cases it is possible that the RMB products may suffer significant losses in liquidating the underlying investments, or be unable to do so in the time frame envisaged by the product documentation, especially if such investments do not have an active secondary market and their prices have large bid/offer spreads. As a result you may be unable to realise the investments before maturity, or to recover the full amount of the investment at maturity.

贖回時無法收受人民幣之可能性： 人民幣商品含有大量非以人民幣計價之基礎資產者，在贖回時可能無法完全以人民幣收回贖回金額。例如，發行人因為外匯管制及其他適用於人民幣之限制，而無法取得足額人民幣之情形。

Possibility of not receiving RMB upon redemption: For RMB products with a significant portion of non-RMB denominated underlying investments, there is a possibility of not receiving the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

存款保障： 在香港境外寄存之人民幣，不受香港存款保障計畫之保障。

Deposit protection: RMB deposits placed outside Hong Kong are not covered by the Hong Kong Deposit Protection Scheme.

流動性風險

LIQUIDITY RISKS

於特定時間、或在特定市場狀況下，閣下就閣下持有部位可能會難以或無法變現、評估其價值或決定其公平價格。若干股權證券或債券、若干貨幣市場金融商品，尤其是結構型債券或客製化金融商品，可能無法立即變現。市場交易者未必隨時準備就此等金融商品進行交易，且可能欠缺決定其現值之適當資訊。

At certain times or under certain market conditions, you may find it difficult or impossible to liquidate a position, to assess the value or to determine a fair price. Certain equity or debt securities and money market instruments and, in particular, structured notes or customised products may not be readily realisable. There can be no certainty that market traders will be prepared to deal in them, and proper information for determining their current value may not be available.

場外交易

OFF-EXCHANGE TRANSACTIONS

在某些司法管轄區，及只有在特定情況之下，就特定金融商品允許進行場外交易。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。我們或我們的有聯繫者可能是閣下的交易對手。因此，場外交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，閣下在進行該等交易前，應先了解適用的規則和有關的風險。

In some jurisdictions, and only then in restricted circumstances, off-exchange transactions may be effected in respect of certain instruments. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. We or our associate may act as counterparties. For these reasons, off-exchange transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with Applicable Regulation and attendant risks.

新興市場與主權風險

EMERGING MARKETS AND COUNTRY RISK

所謂新興市場，係指依世界銀行之定義，其平均國民所得為中度或低度水準之國家內之市場。若干亞洲國家符合此定義。

Emerging markets are markets in countries with moderate to low per capita national income, according to the World Bank's definition. This applies, for example, to some Asian countries.

- (i) 根據過去經驗，新興市場國家內發生政治變動者，其影響資本市場之程度往往高於工業國家內政治變動對資本市場之影響程度。若干經濟政策措施，例如國有化措施、政府干預產業及貿易、或對所有權所設限制等，可能對外國投資人於新興市場之企業獲利前景造成重大影響。利率較高、或高度通貨膨脹率在新興市場內產生之影響，可能遠較此等因素在較為成熟之市場內可能產生之影響為嚴重。新興市場對商品價格走勢之依賴程度，可能是另一個額外的風險。

Experience has shown that political changes in emerging markets countries affect the capital markets more profoundly than the case in industrialised countries. Economic policy measures such as nationalisation, government intervention in industry and trade, or limits on ownership rights may dramatically change corporate earnings outlook for foreign investors in emerging markets. The influences of higher interest rates or a high inflation rate can have much more serious consequences for emerging markets than would be the case in more mature markets. The dependence on price trends of commodities also represents an additional risk.

- (ii) 自然災害或武裝衝突可能隨處發生。此等事件通常會造成重大市場波動。成熟市場得以相當快之速度消化逆勢走向帶來之衝擊。相反地，新興市場之財政狀況受到衝擊後，其影響可能較為深遠、且較為長期。

Natural disasters or armed conflicts can occur anywhere. Such incidents usually result in considerable market volatility. In mature markets, setbacks are digested relatively rapidly. In contrast, financial conditions in emerging markets are generally more profoundly affected and over a longer period of time.

- (iii) 貨幣可能隨時產生大幅度波動；在此種情形，以當地貨幣為單位、或連結當地貨幣走勢進行各項投資者，該等投資之價值可能會受到不成比例之衝擊。

Currency fluctuations may be sudden and extreme, producing a disproportionate impact on the value of investments, which are usually denominated in or linked to the movements of local currency.

- (iv) 若干國家可能隨時對投資資金之匯兌及移轉，毫無預警地課與外匯限制，使其投資無法立即變現、或變現所得無法匯兌或移轉、或使此等變現、匯兌或移轉承受鉅額損失或全部損失。新興市場中，股票市場交易之結算，可能不盡符合各個立足於世界之金融中心所採標準。由於就結算、清算缺乏明確之標準化規範，訂單遲誤或交易失敗之情形可能造成若干損失。

Foreign exchange regulations in some countries may also impose restrictions on the exchange and transfer of invested funds, and may be imposed without warning, resulting in investments becoming incapable of immediate realisation or the proceeds of realisation being prevented from being exchanged or transferred except at a substantial loss or at total loss. The settlement of stock market transactions in emerging markets may not meet the norms of the established financial centres. Due to the lack of clear, standardised regulations for settling or clearing, delays in booking or failed trades with corresponding losses may occur.

- (v) 新興市場之改革或管制監督及立法，可能落後於成熟市場之發展；對商業實務運作、股票市場交易及發行人之獨立監管，可能不如成熟市場發達。透明性不夠之情形，將使扭曲市場之影響發生機會提高。此外，並非所有國家均設有成熟的法律系統及明確的標準與先例。在此等情形下，投資人可能無法在當地法院中主張其權利。

The reform or regulatory supervision and legislation in emerging markets may not always keep pace with developments in mature markets. Independent supervision of business practices, stock market dealings and issuers, may not be as developed as in more mature markets. Insufficient transparency means a greater likelihood of market-distorting influences. Moreover, not all countries have a mature legal system with transparent standards and precedents. Investors in such instances may have no guarantee that they will be able to assert their rights before local courts.

避險基金風險

HEDGE FUND RISKS

- (i) 某些避險基金常進行槓桿操作、賣空操作及其他涉及高度風險之投機性投資行為；欠缺流動性；無須對投資人定期提供定價或估價；無須與其他共同基金或共同投資計畫遵守相同規範要求；常索取高價手續費；且其基礎投資常不具透明性、而僅有投資經理人知悉其基礎投資。

Some hedge funds often engage in leveraging, short-selling and other speculative investment practices that involve a high degree of risk, can be illiquid, are not required to provide periodic pricing or valuation to investors, are not subject to the same regulatory requirements as other mutual funds or collective investment schemes, often charge high fees, and in many cases the underlying investments are not transparent and are known only to the investment manager.

- (ii) 任何基金之過去績效表現，均不必然代表未來績效結果。閣下應僅就其風險資本進行投資。避險基金係替代性投資產品，並非適用於每一個人，因為避險基金所衍生的風險不同於較為傳統的投資。不論對任何投資人而言，都不應將避險基金當成一個完整的投資規劃，且閣下應仔細考慮投資避險基金是否適合閣下本身之狀況、財務資源及整體投資規劃。

Past performance of any fund is not necessarily indicative of future results. You should only commit risk capital to a fund investment. Hedge funds are alternative investment products and are not for everyone as they entail risks that are different from more traditional investments. An investment in such a funds is not intended to be a complete investment programme for any investor and you should carefully consider whether an investment in the hedge fund is suitable in the light of your own circumstances, financial resources and entire investment programme.

- (iii) 欲投資避險基金之客戶，應知悉下列事項：

A Customer who wishes to invest in such funds should be aware that:

- (a) 避險基金是投機性商品，且可能進行槓桿操作，因此閣下的報酬具有易變性。

Funds are speculative and may use leverage and as a result your returns may be volatile.

- (b) 避險基金僅有單一經理人時，該經理人享有完全的交易權限。單一經理人可能造成多樣性不足及較高風險。在組合基金之情形，基金經理人具有絕對權限決定投資數個子基金，無須向閣下披露。由於此等透明性風險，閣下完全無從監控基金所為之特定投資，亦完全無法知悉該基金對於子基金之投資是否符合該基金過去的投資哲學或風險程度。規劃之策略、策略之變更、及投資組合經理人變動，均不必然使投資人知悉。避險基金不適用任何披露要求。

With respect to single manager funds the fund' s manager has total trading authority. The use of a single manager could mean a lack of diversification and higher risk. With respect to fund of funds, the fund' s manager has complete discretion to invest in various sub-funds without disclosure thereof to you. Because of this lack of transparency, there is no way for you to monitor the specific investments made by the fund or to know whether the sub-fund investments are consistent with the fund' s historic investment philosophy or risk levels. Investors are not always informed about planned strategies, and changes to them, or of changes to portfolio managers. Hedge funds are not subject to any disclosure requirements.

- (c) 避險基金與傳統的共同投資不同，避險基金之流動性有限制，且一般而言，避險基金之贖回僅能在有限的時機為之，例如每月一次、每季一次、甚至僅得每年一次。相同地，投資人亦僅得在有限的時機投資避險基金。一般而言，避險基金的贖回通知期間長、閉鎖期間（投資人必須將其資本留在基金內之期間）也長。

Unlike traditional collective investments, hedge funds have limited liquidity and may generally only be redeemed at restricted times, such as once a month, quarterly or even only annually. Similarly, investors can normally only invest in a hedge fund at specific times. There are generally long notice periods for redemptions and long lock-up periods (during which investors are obliged to leave their capital in the fund).

- (d) 避險基金之權益，並無次要市場存在。權益之轉讓，受有若干限制。基金經理人認為權益之轉讓可能對基金造成不利的法律或稅捐影響時，可拒絕轉讓權益之請求。

There is no secondary market for the interests. Transfers of interests are subject to limitations. The fund' s manager may deny a request to transfer if it determines that the transfer may result in adverse legal or tax consequences for the fund.

- (e) 避險基金單位之買賣指令在執行時，可能發生延誤，亦可能導致價格發生不利變動。投資人是否得執行其權利，不予保證。

Delays may occur, and unfavourable prices may result, when settling buy and sell orders for hedge fund units. There is no guarantee that investors will be able to enforce their rights.

- (f) 一般而言，避險基金經理人無須向任何主管機關取得執照，且大體上不受規範。尤其，避險基金與核准共同投資不同，不受限於多數投資人保障規範；此等保障規範包括流動性、隨時贖回基金單位、避免利益衝突、基金單位之公平價格、披露、融資限制等。

Hedge fund managers are not generally required to be licensed by any authority and are largely unregulated. In particular, hedge funds are not subject to the numerous investor protection regulations that apply to authorized collective investments. These include rules on liquidity, redemption of fund units at any time, avoiding conflicts of interest, fair prices for fund units, disclosure and limitations on borrowing.

由於此等規範不適用於避險基金，因此，避險基金可較傳統的核准基金進行更多的槓桿操作，並可進行傳統的共同投資不得承作的更為複雜的交易。避險基金可採取進取的策略，包括廣泛採用賣空操作、槓桿操作、換利、套利、

衍生性金融商品及程式交易。避險基金之投資策略，多具有高度複雜性與極低的透明性。在避險基金的策略發生變動，因而可能顯著增加風險之情形，投資人所接收之資訊常屬有限、甚至完全沒有資訊，或僅在晚期才接收相關資訊。

Since these rules do not apply to hedge funds, they can use much more leverage than traditional authorized funds, and engage in complex investment transactions that are not permitted for traditional collective investments. A hedge fund is allowed to adopt aggressive strategies, including the widespread use of short selling, leverage, swaps, arbitrage, derivatives and programme trading. Their investment strategies are often highly complex and very lacking in transparency. The investor will often receive little or no information about changes of strategy that may lead to a significant increase in risk, or receive such information only at a late stage.

避險基金在投資策略上，可使用期貨、期權及換利等衍生性金融商品，不論此等衍生性金融商品是否有掛牌交易。此等衍生性金融商品之價格可能具有高度易變性，因此導致避險基金具有發生損失的高度風險。投資衍生性金融商品部位時，通常僅要求低額保證金，因此，可能有高度的融資操作。衍生性金融商品合約價格發生相對較小的變動時，可能導致避險基金發生與寄存為擔保品之資金相較下高度獲利或損失，也因此，可能導致超過保證金數額的不可預期的損失。

As part of their investment strategy, hedge funds can also use derivatives such as futures, options and swaps that may be listed on an exchange but do not have to be. These instruments may be subject to significant price volatility, resulting in a high risk of loss for the fund. The low margins typically required to build up a position in such instruments mean that high levels of borrowing can be used. Depending on the instrument, a relatively small change in the price of the contract can therefore lead to a large profit or loss in comparison with the capital lodged as collateral and hence to further, unforeseeable losses that can exceed any margin cover.

綜合交易所買賣基金 (ETF) 及相關商品

SYNTHETIC EXCHANGE-TRADED FUNDS (ETFs) AND RELATED PRODUCTS

交易所買賣基金之主要目標在追蹤一個基礎指標或一組資產之績效表現。交易所買賣基金在本質上含有額外的風險，而該等風險可能並非投資人所能立即了解。以下列舉交易所買賣基金之風險，有部分係因交易所買賣基金本質上所致；此處所列風險並非其全部風險，但閣下仍應予以了解：

The principal objectives of ETFs are to track the performance of an underlying index or group of assets. ETFs may carry additional risks which derive from the nature of the product and which may not be immediately obvious to the investor. In particular, although this is not intended to be a definitive disclosure of all possible risks, you should consider the following risks which may be inherent in the nature of ETFs:

- (i) **市場風險：** 投資人暴露之風險，包括政治、經濟、貨幣及其他與綜合交易所買賣基金之基礎指標相關之風險。

Market risk: Investors are exposed to the political, economic, currency and other risks related to the synthetic ETF' s underlying index.

- (ii) **交易對手風險：** 綜合交易所買賣基金對衍生性金融商品進行投資、藉以複製指標績效表現者，投資人所暴露之風險，除指標相關之風險外，亦包括發行衍生性金融商品之交易對手之信用風險。此外，亦應考量衍生性金融商品發行人之感染風險及集中風險（例如，因為衍生性金融商品多由國際金融機構發行，綜合交易所買賣基金其中一個衍生性金融商品之交易對手之倒閉，可能對該綜合交易所買賣基金其他衍生性金融商品之交易對手造成骨牌效應）。若干綜合交易所買賣基金有擔保品，進而降低交易對手風險，但在綜合交易所買賣基金意欲變現擔保品時，亦可能發生擔保品市場價值顯著降低之風險。

Counterparty risk. Where a synthetic ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a “knock-on” effect on other derivative counterparties of the synthetic ETF). Some synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the synthetic ETF seeks to realise the collateral.

(iii) *流動性風險：* 綜合交易所買賣基金所涉衍生性金融商品欠缺有效的次級市場時，則該等綜合交易所買賣基金即具有較高度的流動性風險。衍生性金融商品的買賣價差擴大時，亦可能導致損失。

Liquidity risk. A higher liquidity risk is involved if a synthetic ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses.

(iv) *追蹤錯誤：* 綜合交易所買賣基金的績效表現可能與其基礎指標之績效表現發生不一致之情形，其理由包括：追蹤策略失敗、貨幣差異、相關費用等。

Tracking error. There may be disparity between the performance of the synthetic ETF and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

(v) *折價或溢價交易：* 綜合交易所買賣基金之指標/市場難以追蹤時，可能使綜合交易所買賣基金之發行或贖回價格難以與其淨資產價值一致，因而可能導致綜合交易所買賣基金以高於或低於淨資產價值之價格進行交易。以溢價購買綜合交易所買賣基金，可能無法在終止時取回其溢價部分。

Trading at a discount or premium. Where the index/market that the synthetic ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the synthetic ETF in line with its net asset value (NAV) may be disrupted, causing the synthetic ETF to trade at a higher premium or discount to its NAV. Investors who buy a synthetic ETF at a premium may not be able to recover the premium in the event of termination.

本聲明書所披露者，不必然係交易之全部風險與重大事項。建議閣下在承作任何交易前，先行詳閱相關交易之條款與條件，並先行向適當之獨立財務、稅務、法務或其他顧問進行必要諮詢。閣下對於與其相關之每一筆交易、任何適用規範、簽訂之每一筆交易所涉風險等全部事項，均就此等事項之獨立分析及決定承擔責任。做成任何投資決定前，閣下應完全了解交易之經濟風險、內容及法律、稅務、會計之特點及後果，並應自行決定該投資係符合閣下目標，且其願意承擔相關風險。

THIS STATEMENT DOES NOT NECESSARILY DISCLOSE ALL THE RISKS AND SIGNIFICANT ASPECTS OF THE TRANSACTIONS. YOU ARE ADVISED TO CAREFULLY STUDY THE TERMS AND CONDITIONS OF THE RELEVANT TRANSACTION AND SEEK INDEPENDENT FINANCIAL, TAX, LEGAL OR OTHER ADVICE, AS APPROPRIATE IF NECESSARY, BEFORE ENTERING INTO ANY TRANSACTION. YOU ARE RESPONSIBLE FOR THE INDEPENDENT ANALYSIS OF AND DECISIONS REGARDING ALL MATTERS RELATING TO EACH TRANSACTION AND ANY APPLICABLE REGULATION AND THE RISKS INVOLVED IN ENTERING INTO EACH TRANSACTION AS THEY RELATE TO YOUR OWN CIRCUMSTANCES. PRIOR TO MAKING ANY INVESTMENT DECISION YOU SHOULD FULLY UNDERSTAND THE ECONOMIC RISKS AND MERITS AS WELL AS THE LEGAL, TAX, ACCOUNTING CHARACTERISTICS, CONSEQUENCES OF THE TRANSACTION AND MAKE YOUR OWN DETERMINATION THAT THE INVESTMENT IS CONSISTENT WITH ITS OBJECTIVES AND THAT IT IS ABLE TO ASSUME THE RISKS.

B 部分：關於複雜產品之警告聲明書

Part B : Warning Statement in relation to Complex Products

「複雜產品」係指由於其結構複雜，故按合理預計個人投資者不太可能理解其條款、特點及風險之投資產品。一項產品是否屬於「複雜產品」將根據下列因素加以確定：

A “complex product” is an investment product whose terms, features and risks are not reasonably likely to be understood by a retail investor because of its complex structure. Whether a product is a “complex product” will be determined based on the following factors:

- (i) 該投資產品是否為衍生產品；
whether the investment product is a derivative product;
- (i) 該投資產品按公開可得之價格是否存在二級市場；
whether a secondary market is available for the investment product at publicly available prices;
- (ii) 個人投資者能否就該投資產品獲得充分且透明的資訊；
whether there is adequate and transparent information about the investment product available to retail investors;
- (iii) 是否存在損失超出投資金額之風險；
whether there is a risk of losing more than the amount invested;
- (iv) 該投資產品是否有任何特點或條款會從根本上改變投資的性質或風險或投資回收情況，或者含有多個變量或複雜的公式用以確定其回報；及
whether any features or terms of the investment product could fundamentally alter the nature or risk of the investment or pay-out profile or include multiple variables or complicated formulas to determine the return; and
- (v) 該投資產品是否有任何特點或條款會導致投資缺乏流動性及/或難以估值。
whether any features or terms of the investment product might render the investment illiquid and/or difficult to value.

風險警告：

RISK WARNING:

如果我們已確定並向閣下指明投資產品是「複雜產品」，閣下在決定是否投資於此類「複雜產品」時應始終謹慎行事。除非閣下了解該投資產品及其固有風險，並根據閣下的財務狀況、投資經驗和投資目標確定該產品適合於閣下，否則閣下不應投資於該產品。除非任何此類複雜產品保本，否則閣下遭受的損失或會超出閣下的投資本金金額。即使「複雜產品」已獲香港證券及期貨事務監察委員會審核及認可，該等認可並不同於對相關產品作出推介或認許，亦不是對該產品的商業利弊或表現作出保證。就此類「複雜產品」提供的任何過往表現亦不可視作其未來表現的指標。投資收益很可能會有波動。某些「複雜產品」將僅提供給專業投資者。

Where we have identified and indicated to you that an investment product is a “complex product”, you should always exercise caution in deciding whether to invest in such “complex product” and you should not invest in such investment

product unless you have understood the product, its inherent risks and have determined that it is suitable for you in view of your financial situation, investment experience, and investment objectives. Unless any such complex product is principal protected, YOU MAY LOSE MORE THAN YOUR PRINCIPAL INVESTMENT AMOUNT. EVEN WHERE THE "COMPLEX PRODUCT" HAS BEEN REVIEWED AND AUTHORIZED BY THE HONG KONG SECURITIES AND FUTURES COMMISSION, SUCH AUTHORIZATION IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE PRODUCT NOR DOES IT GUARANTEE THE COMMERCIAL MERITS OF THE PRODUCT OR ITS PERFORMANCE. ANY PAST PERFORMANCE PROVIDED IN RELATION TO SUCH "COMPLEX PRODUCT" IS ALSO NOT INDICATIVE OF ITS FUTURE PERFORMANCE. INVESTMENT RETURNS ARE LIKELY TO FLUCTUATE. Certain "complex products" will only be made available to professional investors.