



## The Hongkong and Shanghai Banking Corporation Limited

### HSBC INVESTMENT SERVICES TERMS AND CONDITIONS

#### 1. Definitions

'**Authority**' means the authority given to the Bank by the Customer pursuant to Clause 2 below.

'**Bank**' means "The Hongkong and Shanghai Banking Corporation Limited, including its successors and assigns, of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance. The Bank is registered with the Securities and Futures Commission, Hong Kong with central entity number AAA523."

'**Business Day**' means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.

'**Cash Account**' means the account maintained with the Bank by the Customer which has been designated pursuant to Clause 15 below for the purpose of debiting and crediting funds in connection with the Services and which shall be subject to various restrictions as advised by the Bank to the Customer from time to time.

'**CCASS**' means the clearing system operated by the Hong Kong Securities Clearing Company Limited.

'**Corporate Action**' means any right attributable to a security and offered by the Issuer thereof.

'**Customer**' means the person(s) (and/or where there is more than one, all and each of them) including a sole proprietor or the authorised person of the limited company or the partnership who has/have opened a Securities Account.

'**Instruction(s)**' means each and any Instruction given by any means or mediums as may be acceptable to the Bank from time to time and may include by fax, by telex, by telephone, via the automated teller machines, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums as may be acceptable to the Bank from time to time.

'**Securities**' means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, collective investment schemes and other interests commonly known as securities held or to be held in the nominee name of the Bank, or the Bank's nominee which the Bank shall from time to time allow to be sold, purchased, transferred or deposited pursuant to the Terms and Conditions provided that the Securities must be beneficially owned by the Customer or jointly by each of the persons making up the Customer - where there is more than one.

'**Securities Account**' means the account maintained with the Bank by the Customer for the purpose of holding Securities.

'**Services**' means the investment and custodian services provided pursuant to these terms and conditions.

'**Terms and Conditions**' means these terms and conditions as amended from time to time.

#### 2. Authority

The Bank is hereby appointed and authorised by the Customer on the terms set out below, as may be amended from time to time, to provide the Services. This Authority may be revoked at any time by the Customer pursuant to the terms of Clause 17 below.

#### 3. Investment Services

The Bank is hereby appointed and authorised to perform all or any of the following investment services but reserves the right to refuse to do so if, in its opinion, there are grounds for such refusal:

- (a) to purchase or subscribe for any type of Security in accordance with the Customer's Instructions;
- (b) to sell or otherwise dispose of Securities and to deal with the proceeds in accordance with the Customer's Instructions; and
- (c) to deliver the documents of title and any other instruments relating to such Securities to the Customer or to the order of the Customer in accordance with any Instruction but at the risk of the Customer.

#### 4. Custodian Services

4.1 The Bank is hereby appointed and authorised to perform all or any of the following custodian services but reserves the right to refuse to do so if, in its opinion, there are grounds for such refusal:

- (a) to hold or to arrange for Securities to be held in safe custody;
- (b) to hold bearer instruments in that form and to register other instruments in the name of the Bank or any other person appointed by it;
- (c) where Securities are registered in the name of the Bank or any other person appointed by it and have been deposited under these Terms and Conditions, to notify the Customer of information received by the Bank which requires action to be taken by the Customer in relation to such Securities and to request, collect, receive and make payments or distributions attributable to such Securities arising from acquisition, ownership, disposal, conversion, exchange or otherwise.

4.2 In providing the Services, the Bank shall:

- (a) maintain a Cash Account and a Securities Account or accounts and will credit all income and proceeds derived from the Securities to the Cash Account; and
- (b) maintain records which identify the Securities which records shall segregate such Securities from other assets held by the Bank for its own account and for the account of other customers.

4.3 No Security may be deposited with the Bank under these Terms and Conditions unless:

- (a) it is either beneficially owned by and registered in the name of the Customer; or
- (b) it is accompanied by such transfer documents and/or Instructions as the Bank may require to transfer the beneficial ownership to the Customer; and

- (c) in addition to any transfer documents and/or Instructions required by (b) above, the Securities for depositing shall also be accompanied by such transfer documents and Instructions as the Bank may require to enable the Bank to transfer such Securities into the name of the Bank or the Bank's nominee; and
  - (d) any fees, expenses, duties or other sums payable in respect of any transfer under (b) and/or (c) above shall be payable by the Customer and shall be fees and expenses payable under Clause 14 below. The Bank may refuse to accept the deposit of any Securities until such sums have been paid.
- 4.4 All Securities delivered, purchased or held pursuant to these Terms and Conditions will be held in the name of the Bank, as nominee, or by the Bank's nominee or the CCASS nominee for one or more accounts of the Bank as a CCASS participant as the Bank in its complete discretion may deem fit. For the purposes of settlement of any purchase or sale of any Security and/or for the purposes of transacting any Corporate Action, the Bank may transfer Securities between such entities .

## 5. Provision of Services

- 5.1 The Bank is authorised, at its discretion, to take such steps as it may consider expedient to enable it to provide the Services and to exercise its powers under these Terms and Conditions, including the right:
- (a) to comply with any law, regulation, order, directive, notice or request of any government agency (whether or not having the force of law) requiring the Bank to take or refrain from action and nothing herein shall remove, exclude or restrict any rights of the Customer under such law;
  - (b) on behalf of the Customer, to withhold and/or make payment of any taxes or duties payable on or in respect of the Securities;
  - (c) not to notify the Customer of any Corporate Action information pursuant to Clause 4.1(c) receiving any proxy voting forms without notice to the Customer;
  - (d) in the absence of or delay in receiving Instructions from the Customer in response to a notification and request, to act or refrain from acting in accordance with the default option as specified in the notification and request;
  - (e) to co-mingle the Securities with the property of other owners;
  - (f) to return to the Customer Securities which may not have the same serial number or identification as those originally deposited with or received by the Bank; and
  - (g) to participate in and to comply with the rules and regulations of any depository and system which provides central clearing and settlement facilities in respect of Securities and to hold the Securities in any such depository or system without the Bank incurring any liability for any acts or omissions on the part of the manager or operator of such system or depository.
- 5.2 Where any Securities are held in the Bank's name or the name of any nominee of the Bank unless the Bank receives an Instruction (which shall be deemed to include the default option specified in any notification and request for Instructions) the Bank shall not attend any meeting or exercise any voting or other rights including the completion of proxies.
- 5.3 The Bank may appoint any other person as its nominee or agent to perform any of the Services on its behalf and may delegate any of its powers under these Terms and Conditions to such person but, in such a case, the Bank shall remain liable for the negligence or wilful default of any such appointee as if no such appointment had been made.
- 5.4 In performing the Services, the Bank shall exercise the same degree of care as it exercises in respect of its own property save as may otherwise be provided in these Terms and Conditions.
- 5.5 The Bank is authorised to disclose any information it has concerning the Customer, any Securities and the Services to any other person appointed by it in connection with the Services.
- 5.6 Where foreign listed Securities are accepted in jurisdictions restricting foreign ownership of Securities the Bank shall have no duty to ascertain the nationality of the owner of the Securities or whether Securities deposited are approved for foreign ownership unless specifically instructed by the Customer.

## 6. Reports, Statements and Information

- 6.1 The Bank shall provide the Customer with such reports and statements concerning the Securities at least on a monthly basis and on request by the Customer. No account statement will be issued if an account registers no transactions for the relevant period.
- 6.2 The Bank and the Customer hereby undertake to notify the other in the event of any material change to any information provided to the other in connection with this Securities Account.
- 6.3 After effecting a securities transaction, the Bank will make available the essential features of the transaction as soon as reasonably possible through such means or mediums provided by the Bank from time to time. The Customer shall check the essential features of the securities transaction by himself through such means or mediums provided by the Bank. The Customer accepts that the Bank is not obliged to confirm with the Customer the essential features of the securities transaction otherwise than in accordance with the foregoing.
- 6.4 The Bank will provide a contract note to the Customer in accordance with applicable regulatory requirements after effecting a securities transaction. Where the contract note refers to a settlement date, if settlement cannot take place on that date because a gale warning or black rainstorm warning is in force on that date, the settlement date will be deferred to the next trading day.

## 7. Instructions

- 7.1 The Bank is authorised but not obliged to act on the Instructions given, or purported to be given by the Customer. Instructions may be given during the times advised by the Bank to the Customer which the Bank may vary or restrict from time to time.
- 7.2 The Bank may, at its discretion, accept Instructions reasonably believed by it to have emanated from the Customer in which case, if it acts in good faith on such instructions, such Instructions shall be binding on the Customer and the Bank shall not be liable for doing so, whether or not the Instructions were given by the Customer and the Bank shall not be under any duty to verify the identity of the person(s) giving those instructions.
- 7.3 The Bank will not be under any obligation to accept any Instruction to purchase any Securities unless:
- (a) there are sufficient monies held in cleared funds to the credit of the Cash Account to meet any purchase price together with any estimated expenses to be incurred in connection with such purchase; or
  - (b) there are sufficient available credit facilities provided to the Bank to meet such purchase price and expenses and all terms and conditions relating to such facilities have or will have been satisfied in the opinion of the Bank.
- 7.4 The Bank shall not be under any obligation to act on any Instruction to sell any Securities unless sufficient such Securities are held in the Bank's nominee name, or that of the Bank's nominee and/or due to be credited to the Securities Account under any purchase transaction(s) which are not subject to any charge, lien or other security interest in favour of any person including the Bank.

- 7.5 Any Instruction for the purchase or sale of any Security shall only be accepted if it is for completion on the date of Instruction if it is received within the trading hours (as advised by the Bank to the Customer from time to time) of a business day. In case any Instruction is not executed because the Service is suspended for any reason pursuant to Clause 17, the Bank may either cancel or execute the outstanding Instruction on the first business day after the suspension has ended and the Bank has no obligation to advise the Customer but will endeavour to do so if the Instruction is cancelled.
- 7.6 Any Instruction for the sale or purchase of any Security for execution on the date of Instruction must be received before any relevant 'cut-off' time in respect of any relevant exchange or market.
- 7.7 All other Instructions shall be given so as to allow the Bank sufficient time with which to comply.

#### **8. Bank's Duties - Instructions**

The Bank shall act on Instructions as soon as reasonably possible but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer (including without limitation any loss, damage or expense suffered or incurred as a result of any change in the price of any Securities between the time of giving or receipt of any Instruction to or by the Bank and the time at which such any Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion of or failure or inability to act on any Instruction for whatsoever reason unless such delay is caused by the Bank's negligence (including without limitation any failure or error of any computer or electronic system or equipment).

#### **9. Purchase and Sale Instruction**

- 9.1 On receipt of any Instruction to purchase Securities pursuant hereto the Bank acting in good faith will forthwith calculate the sums required to meet such purchase Instruction plus an estimate of the sums required to meet any tax, duty or other expenses in connection with such purchase. Following such calculation the following provisions shall apply:
- The Bank shall be entitled to set-off over an amount equivalent to such sum available in the Cash Account or any other account maintained by the Customer or any of them with the Bank (in the form of credit balance and/or credit facility) against all actual or contingent liabilities incurred by the Bank as a consequence of the said Instruction including any liability to pay the purchase price and other expenses to any third party.
  - Until completion of the said purchase the Customer shall not be entitled to withdraw all or any part of the said amount and the said amount shall not constitute a debt owed by the Bank to the Customer.
  - The Customer hereby charges the said amount in favour of the Bank as security for the Bank's actual or contingent liabilities in respect of the said purchase monies and anticipated purchase expenses.
- 9.2 On receipt of any Instruction to sell Securities pursuant hereto, the Bank shall be entitled to debit the Securities Account with the relevant Securities on or (at the Bank's sole discretion) at any time before completion of the said sale. The Customer acknowledges that the Customer shall not be entitled to withdraw or in any way deal with all or any part of such relevant Securities (which shall be held on trust for the Bank) until completion of the said sale.

#### **10. Cancellation of Instructions**

The Bank shall not be obliged to act on any Instruction for cancellation, variation or amendment of any Instruction already given to the Bank nor be responsible or liable to the Customer for any loss or expense suffered or incurred by the Customer if the original Instruction has already been completed or in the opinion of the Bank, the Bank has insufficient time or is unable to act on such Instruction to cancel, vary or amend the original Instruction.

#### **11. Limitations on Liability and Indemnity**

- 11.1 The provision of the Services does not constitute the Bank a trustee and the Bank shall have no trust or other obligations in respect of the Securities except those contained in these Terms and Conditions.
- 11.2 The Bank is under no duty to examine or verify the validity of the ownership of or title to any Securities and shall not be liable in respect of any defect in ownership or title.
- 11.3 Neither the Bank nor any of its market information providers shall be liable for any taxes or duties payable on or in respect of the Securities nor for the management of or any diminution in the value of the Securities.
- 11.4 The Bank shall not be liable for losses of any kind which may be incurred by the Customer as a result of the provision of the Services by the Bank in accordance with Instructions nor, in any other case (including without limitation any delay, error or failure in making available the essential features of a securities transaction as provided in Clause 6.3 of this section) unless due to the negligence or wilful default of the Bank or any other person appointed by it or their respective officers or employees.
- 11.5 The Customer shall indemnify the Bank, its market information providers, any other person appointed by it and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services and/or as a result of any default by the Customer in the performance of these Terms and Conditions (including without limitation to the generality of the foregoing, any costs incurred or actions or proceedings brought as a result of the Customer failing to maintain sufficient Securities in the Securities Account) and/or the enforcement of these Terms and Conditions unless due to the negligence or wilful default of the Bank, any other person appointed by it or their respective officers or employees and this indemnity shall continue despite the termination of these Terms and Conditions.
- 11.6 The Bank may at its discretion and subject to any conditions it may require agree to include in the Securities, Securities which are not fully paid. Where such securities are included in the Securities, the Customer shall indemnify the Bank and any other person appointed by the Bank against all claims, liabilities, damages, costs and expenses of any kind which may be incurred by them as a result. In particular (but without limitation) the Customer agrees to pay to the Bank on demand or as specified by the Bank the amount of any call received by the Bank or any such person in respect of any such Securities.

#### **12. Customer Representations and Warranties and Acknowledgements**

- 12.1 The Customer represents and warrants as follows:
- that the Customer is not domiciled in nor resident in nor a national of a Country where there is any restriction on the Customer's purchase of any Security. If the Customer becomes resident in any such Country the Customer will inform the Bank immediately and will if so required by the Bank sell or redeem any such restricted Securities;
  - that the Customer when purchasing or dealing in any Securities will ensure that the Customer is not subject to, and is not acting on behalf of any person who is subject to any prohibition against the purchase or dealing in any such Security;
  - that any decision to sell or purchase any Security shall be based on the Customer's own judgement and that the Customer has relied upon information obtained by the Customer not on any advice or information provided by the Bank.

12.2 The Customer acknowledges the following risk disclosure statements:

(a) Risk of Securities Trading

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

(b) Risk of Trading Growth Enterprise Market Stocks

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

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

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

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

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

Securities that are foreign listed securities and are held outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction that may be different from the Securities and Futures Ordinance and the rules made thereunder in Hong Kong. Consequently, such Securities may not enjoy the same protection as that conferred on Securities received or held in Hong Kong.

12.3 The Customer hereby represents and warrants that the Customer is acting as principal in relation to the Services.

### 13. Customer Consent to Lend Securities

13.1 In case the Customer expressly gives consent to the Bank to lend Securities owned by the Customer, the Bank shall remain fully liable for the return of equivalent Securities to the Customer's account free of any encumbrances or liens of any nature.

13.2 The term of the Customer's consent to lend Securities under Clause 13.1 hereof shall be for a period of twelve months and may be renewed by the Customer's written consent on its anniversary for, in each instance, a further twelve months.

### 14. Fees and Expenses

14.1 The Customer shall pay fees to the Bank for the provision of the Services as is advised to the Customer by the Bank upon the opening of the Securities Account (as may be varied upon 30 days prior notice to the Customer) and/or as advised upon the purchase of any securities.

14.2 The Customer shall also pay to the Bank all other expenses incurred by the Bank or any other person appointed by it in the provision of the Services. A certificate as to the nature and amount of such expenses issued by the Bank shall be conclusive evidence against the Customer of such expenses.

14.3 Without prejudice to any other rights under the Terms and Conditions if any of the fees and expenses referred to in Clauses 14.1 and 14.2 or incurred or owing pursuant to the Terms and Conditions remain outstanding after they have become due and payable:

- (a) the Bank shall be entitled to debit automatically and/or set-off against any account of the Customer with the Bank in or towards settlement;
- (b) the Bank shall have a lien over the Securities which shall stand as security for such fees and expenses with power to sell by public or private sale on such conditions as the Bank thinks fit any such Securities in or towards settlement. Any proceeds of sale may be applied in or towards payment of the said fees and expenses.

The Bank's rights pursuant to this clause shall be in addition to and not in substitution for any other rights of a similar nature enjoyed by the Bank.

### 15. Power to Debit

In addition to any other rights the sums payable in respect of any transaction, including the payment of any fee payable to the Bank or any person employed by the Bank may be debited from the Cash Account and in the event that such debiting causes such account to be overdrawn then interest shall be payable at such rate as the Bank shall determine and shall in the absence of agreement to the contrary be repayable on demand. Any sale proceeds, dividend received by the Bank in respect of the Services shall be credited to the Cash Account.

### 16. Commission

The Customer agrees that the Bank may accept from any stockbroker(s) or underwriter(s) or any other third party engaged in any transaction authorised in accordance with these Terms and Conditions any rebate or reallowance of any brokerage or commission payable in respect thereof. The Customer further agrees that the Bank shall be entitled to retain any interest generated on any payment(s) made by/to the Customer pending transfer to the Cash Account (or any other account maintained by the Customer or any of them with the Bank) or to stockbrokers, underwriters and/or fund houses to effect an Instruction hereunder.

### 17. Termination of Services

17.1 The provision of the Services may be terminated by the Bank giving not less than 30 days notice in writing to the Customer or by the Customer revoking its Authority by giving not less than 30 days notice in writing to the Bank.

17.2 The Bank may also by giving notice in writing to the Customer any time (save in the case of any event referred to in sub-clause (f) below when no such notice need to be given) terminate or suspend the Services or any part thereof with immediate effect any time on the occurrence in the opinion of the Bank of any of the following events exercise any or all of the rights contained in Clauses 17.3 and 17.4 below:

- (a) any breach of the Terms and Conditions by the Customer; or
- (b) any failure by the Customer or any of them to pay monies of whatever nature when due under the Terms and Conditions, to pay any purchase monies when due, or to pay when due any other monies payable by the Customer to the Bank of whatever nature; or
- (c) the filing of a petition in bankruptcy, winding up or the commencement of any analogous proceedings against the Customer or any of them; or
- (d) the levying of any attachment against the Cash Account or any of the Securities; or
- (e) any dispute or proceedings between any of the persons making up the Customer where there is more than one; or
- (f) any other matter or event including any regulatory requirement which in the opinion of the Bank renders suspension or termination necessary or advisable in the opinion of the Bank.

- 17.3 On the occurrence of any of the events described in 17.2 above the Bank may at its discretion:
- (a) cancel any outstanding Instruction(s); or
  - (b) close any outstanding contracts entered into on behalf of or with the Customer; or
  - (c) exercise any of its right under Clause 17.4 below.
- 17.4 As provided in 17.2 and 17.3 (c) above the Bank may at its discretion without prejudice to any other rights under the Terms and Conditions or any other agreements:
- (a) without prior notice to the Customer set-off over or withhold any monies held to the credit of the Cash Account or resulting from the sale of any Security in respect of any other monies due, owing or payable to the Bank by the Customers of whatever nature, including all sums payable pursuant to the Terms and Conditions;
  - (b) without notice to the Customer combine or consolidate the Cash Account with any other account(s) held by the Customer with the Bank;
  - (c) for the purpose of the exercise of any right under (a) and (b) above to sell or otherwise dispose of any of the Securities on such terms as the Bank may determine either to the Bank, its associated entity or a third person .
- 17.5 Any termination of the Services and any withdrawals of the Securities, whether or not following termination, shall be without prejudice to the right of the Bank to settle any transactions entered into or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to termination.

## 18. Prices

- 18.1 Prices of Securities listed on the Hong Kong Stock Exchange are provided by the Stock Exchange of Hong Kong Limited and prices of Unit Trusts are provided by the related fund houses. While the Bank and its market information providers endeavour to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy is given and no liability (whether in tort or contract or otherwise) is accepted for any loss or damages arising from any inaccuracies or omissions.
- 18.2 Any price of any Security quoted by the Bank in response to any enquiry by the Customer is for reference only and shall not be binding on the Bank or any of its market information providers. The Bank shall be entitled to act on any Instruction for the sale and purchase of any Security even if the price of such Security has altered to the disadvantages of the Customer between the time of receipt of such Instruction and the time at which the Bank or its agent completes any such sale or purchase.
- 18.3 No Customer who has obtained quotes of the prices of any Securities from the Bank shall:
- (a) disseminate such quotes (or any part thereof) to any other person;
  - (b) use or permit the use of such quotes (or any part thereof) for any illegal purpose;
  - (c) use such quotes (or any part thereof) other than for the Customer's own personal use; or
  - (d) use such quotes (or any part thereof) in relation to any trading or dealing of Securities otherwise than through the Bank.

## 19. Cash Account

- 19.1 The Cash Account must be Current or Savings, or such other account type as the Bank may determine at its absolute discretion. The Customer agrees to complete all necessary account opening formalities in this respect.
- 19.2 All proceeds of sale, dividends and other sums received in respect of the Services will be credited to and all payments of any type, including the payment of fees and expenses will be debited from the Cash Account, but without prejudice to any other rights the Bank may have under the Terms and Conditions or otherwise to debit any such monies to an other account of the Customer or any of them with the Bank.

## 20. Notice To Customers Relating To The Personal Data (Privacy) Ordinance (The "Ordinance")

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (d) The purposes for which data relating to a customer may be used are as follows:
  - (i) the daily operation of the services and credit facilities provided to customers;
  - (ii) conducting credit checks (including without limitation upon an application for consumer credit and upon periodic review of the credit);
  - (iii) assisting other financial institutions to conduct credit checks and collect debts;
  - (iv) ensuring ongoing credit worthiness of customers;
  - (v) designing financial services or related products for customers' use;
  - (vi) marketing financial services or related products;
  - (vii) determining the amount of indebtedness owed to or by customers;
  - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (ix) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches;
  - (x) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (xi) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (d):
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) a person making any payment into the customer's account (by providing a copy of a deposit confirmation slip which may contain the name of the customer);
  - (v) credit reference agencies, and, in the event of default, to debt collection agencies;

- (vi) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches;
- (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer.
- (viii) to selected companies for the purpose of informing customers of services which the Bank believes will be of interest to customers.

In connection with (v) above, in the event of any default in payment where the amount in default is not fully repaid before the expiry of 60 days as measured by the Bank from the date such default occurred, the customer is liable to have his account data retained by the credit reference agency at least until the expiry of 5 years from the date of final settlement of the amount in default before the right referred to in (f)(v) below may be exercised.

- (f) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) (except where the consumer credit applied for involves a residential mortgage loan) upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no material default under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
- (g) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (h) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:
 

The Data Protection Officer  
The Hongkong and Shanghai Banking Corporation Limited  
P O Box 72677, Kowloon Central Post Office  
Hong Kong  
Facsimile: 2288 2418  
E-mail: dfv.enquiry@hsbc.com.hk
- (i) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

## 21. Miscellaneous

- (a) These Terms and Conditions can be amended by the Bank from time to time on giving prior notice to the Customer by way of display in the Bank's premise or by such other method as the Bank thinks fit. If the Customer does not close the Securities Account prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such amendment.
- (b) Where the context permits, the use of singular expressions in these Terms and Conditions shall include the plural and vice versa.
- (c) Collecting Agent
 

The Bank may employ third parties to collect any outstanding or overdue amounts owed by the Customer. The Customer shall keep the Bank indemnified for costs (including legal fees) and expenses incurred in recovering such outstanding or overdue amount.
- (d) Tape Recording
 

In the course of providing the Investment Services, the Bank may need to (but shall not be obliged to) record verbal instructions received from the Customer and/or any verbal communication between the Customer and the Bank in relation to such services.
- (e) Microfilming/Scanning
 

The Bank may destroy any documents relating to the Investment Service Account or any of the Services after microfilming/scanning the same and destroy any microfilm/scanned records after such period of time as it considers prudent.
- (f) Bank's By-laws and Practices
 

The Investment Services Accounts, the interest thereon, service charges and other matters relating thereto, shall be governed, in addition to these Terms and Conditions, by the Rules of Hong Kong Association of Banks and the Bank's by-laws, regulations and practices, brought to the attention of the customer by display, advertisement or otherwise, as the foregoing are in effect from time to time.
- (g) Waivers and Remedies
 

No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
- (h) Partial Invalidity
 

If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.
- (i) Failure Beyond Bank's Control
 

The Bank shall not be liable for any failure or delay to provide any Investment Services or to meet any obligation hereunder due (directly or indirectly) to any causes beyond its control.
- (j) Appointment of Agent
 

The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.
- (k) Assignment of Bank
 

The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's agreement.
- (l) Loss of Seal etc
 

In the event of loss of the identity document, or seal used for giving Instructions to the Bank in respect of or the use of the Investment Services, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
- (m) Governing Law
 

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

## 香港上海滙豐銀行有限公司

### 投資服務戶口條款

#### 1. 定義

「**授權書**」指客戶根據下文第2條授予本行的授權書。

「**本行**」指「香港上海滙豐銀行有限公司，包括其繼承人及受讓人，地址為香港皇后大道中一號。本行在《證券及期貨條例》下已獲註冊為註冊機構。本行於證券及期貨事務監察委員會之登記CE編號為AAA523。」

「**營業日**」指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

「**現金戶口**」指根據下列第15條規定，客戶在本行開立並指定作為與服務有關的入賬和扣賬用途的戶口，該等戶口受本行不時向客戶定明的各項約束條款所規管。

「**CCASS**」指由香港中央結算有限公司營運的結算系統。

「**公司行動**」指可歸屬某種證券的任何權利並由該證券發行商所提供。

「**客戶**」指持有證券戶口的人士（及／或如超過一位，則指全部及每位人士），包括獨資經營者或有限公司或合夥商號所授權人士。

「**指示**」指以書面、傳真、電報、電話，或經自動櫃員機、零售點終端機或其他電子媒介及／或本行可不時接受的其他方式或媒介而發出的每項及任何指示。

「**證券**」指本行或本行的代理人以代理人名義持有或將持有的該等股票、權證、債券、票據、衍生工具、存款證、集合投資計劃及其他權益（統稱為「證券」），而本行將不時獲允許根據此等條款與細則出售、購入、轉讓。惟證券必須由客戶實益擁有或由組成客戶的每一名人士（若客戶乃由多過一名人士組成）所共同擁有。

「**證券戶口**」指客戶在本行開立並用作保管證券的戶口。

「**服務**」指根據本條款而提供的投資及託管服務。

「**條款**」指不時修訂的本條款。

#### 2. 授權書

本行特此獲客戶委任並授權根據下文訂明的條款（得不時修訂）提供服務。客戶可根據下文第17條隨時撤銷此授權書。

#### 3. 投資服務

本行獲委託及授權提供以下全部或任何一項投資服務，但如本行認為有理由予以拒絕，則可保留拒絕提供服務的權利：

- (a) 按客戶的指示，買入或認購任何種類的證券；
- (b) 按客戶的指示，出售或變賣證券，並處理所得的款項；及
- (c) 按客戶的指示將有關該等證券的所有權的文件及任何其他票據交予客戶或客戶指定的人士，風險由客戶自負。

#### 4. 託管服務

4.1 本行獲委託及授權提供以下全部或任何一項託管服務，但如本行認為有理由予以拒絕，則可保留拒絕提供服務的權利：

- (a) 保管或安排保管證券；
- (b) 以不記名方式持有不記名票據，及以本行或本行委任的任何人士的名義登記其他票據；
- (c) 若證券乃以本行或本行委任的任何人士的名義登記，並乃按照此等條款與細則存入戶口，須通知客戶有關本行所收到的資料而該等資料涉及要求客戶就該等證券作出行動；此外，亦須代客戶索取、領取、收取及繳付因收購、擁有權、變賣、轉換、兌換或其他事項而歸予該等證券的款項或分紅。

4.2 為提供服務，本行必須：

- (a) 維持一個或多個現金戶口及證券戶口，並將來自證券的全部收入及款項記入現金戶口；及
- (b) 保留識別證券的紀錄。此等紀錄須能劃分該等證券與本行為本身及其他客戶持有的其他資產。

4.3 除非證券符合下列條件，否則不得按本條款存入本行：

- (a) 由客戶實益擁有並以其名義登記；或
- (b) 附有本行所需要的可將實益擁有權轉予客戶（如客戶超過一人，則指所有客戶）的過戶文件及／或指示；及
- (c) 除上文(b)規定的任何過戶文件及／或指示外，存入的證券還須連同本行將該等證券轉入本行或本行代理人名下所需的過戶文件及指示；及
- (d) 客戶必須支付按上文(b)及/或(c)辦理過戶而應付的任何費用、支出、稅項或其他款項，亦即為根據下文第14條所應付的費用及支出。本行可拒絕接受任何證券存入，直至客戶支付此等款項為止。

4.4 所有根據此等條款與細則交付、購入或持有的證券將以下列其中一個機構 / 人士的名義持有：本行（作為代理人），或本行的代理人，或本行（作為CCASS參與者）其中一個戶口的CCASS代理人，視乎本行全權酌情決定後認為以何種名義持有最合適。為方便結算任何證券的購入或售出交易，及 / 或進行任何涉及公司行動的交易，本行可隨時安排在上述各機構 / 人士之間轉讓證券。

## 5. 服務的提供

- 5.1 本行獲授權自行決定採取本行認為對本條款內所列投資服務及行使權力有利的行動，權利包括：
- (a) 遵守任何要求本行採取或不採取行動的法例、規例、命令、指令或任何政府機關發出的通知或要求（無論是否具有法律效力）的權利，而此等條款與細則所載有的任何內容均不能撤除、免除或限制客戶在該等法例下可享有的任何權利；
  - (b) 代客戶預扣及 / 或支付證券應付或有關的任何稅項；
  - (c) 不會知會客戶任何依照第4.1(c)條的機構行動資料及所收到的任何代理投票表格；
  - (d) 在未有收到或延遲收到客戶回應某項通知或要求而發出的指示的情況下，按照有關通知或要求中列明的預設選擇權，作出或不作出行動；
  - (e) 把證券與其他客戶的財物匯集；
  - (f) 把編號或識別號碼與原本存入本行或本行所接收者不符的證券交回客戶；及
  - (g) 參與任何提供與證券有關的中央結算設施的任何存管處或系統，並遵守該等存管處或系統的規則及規例的權利，以及安排由該等存管處或系統持有證券的權利，而在此情況下，本行將不會就該等存管處或系統的管理者或經營者的任何作為或不作為承擔任何責任。
- 5.2 若任何證券乃以本行或本行委任的任何人士的名義登記，除非本行根據此等條款與細則收到指示，須採取任何該等行動，否則本行可以出席但並無義務必須出席任何會議，或行使任何投票權或其他權利，包括填寫任何委託書。
- 5.3 本行可委託任何人士作為代行人或代理人，代本行提供任何服務，並可把本條款內的任何權力授予該等人士，但在此情況下，本行仍須為此等被委任人士的疏忽或蓄意不履行責任負責，猶如並未委託該等人士。
- 5.4 在提供服務時，本行應謹慎處理客戶財物，猶如處理本身財物一樣，惟本條款另有規定者除外。
- 5.5 本行可向提供服務而委任的任何人士，披露有關客戶、任何證券及服務的資料。
- 5.6 本行毋須確定證券客戶的國籍或所存入的證券是否已獲准由外方擁有或受制於任何外匯管制或條款。

## 6. 報告、結單及資料

- 6.1 本行會每月向客戶提供與證券有關的報告與結單，至少每月一次，並在客戶要求時提供此等文件。若戶口在有關時期內全無進支紀錄，戶口結單將不予發出。
- 6.2 本行及客戶承諾，彼此就本證券服務戶口向對方提供的資料如有任何重大更改，便會互相通知。
- 6.3 當成功執行一項證券交易後，本行會在合理情況下盡速透過本行所不時供應的方式或媒介提供該宗買賣交易的重點。客戶須自行透過本行所不時供應的方式或媒介查閱有關買賣交易的重點。除以上的安排，客戶同意本行毋須向客戶發出任何有關買賣交易重點的確認通知。
- 6.4 當成功執行一項證券交易後，本行將根據有關法例要求向客戶發出成交單據。若成交單據指定一交收日，而交收因烈風警告或黑色暴雨警告未能於該交收日進行，交收日將延遲至下一個交易日。

## 7. 指示

- 7.1 本行獲授權但無責任執行由客戶發出或聲稱發出的指示；客戶可於本行不時向客戶定明的時間內發出指示，本行可就該時間不時作出更改或修訂。
- 7.2 本行如有理由相信指示源於客戶，有權酌情予以接納，在該種情況下，如本行根據指示本著真誠行事，則該等指示將對客戶具有約束力，而本行毋須為此而負上任何責任，無論該等指示是否由客戶發出，本行亦無義務核證發出該等指示的人士的身分。
- 7.3 本行並無任何責任接納購買證券的任何指示，除非：
- (a) 現金戶口有足夠可動用的資金，以支付購買價及與購買有關的預期費用；或
  - (b) 有足夠由本行提供的可用信貸，以支付購買款項及有關支出，同時本行認為客戶已經或將會履行有關貸款安排的所有章程及條款。
- 7.4 本行將無任何責任必須就任何證券的任何出售指示作出行動，除非已以本行的名義或本行的代理人的名義持有足夠數量的該等證券，及 / 或將會因任何購入交易（可多過一項）而將有足夠數量的該等證券存入證券戶口，而該等交易所得證券並未受以任何人士，包括本行為收益人的任何押記、留置權或其他抵押權益所規限。
- 7.5 買賣證券的任何指示，如欲指定於指示當日完成，必須於營業日的辦公時間（由本行不時告知客戶）內接獲才予以接受。倘由於服務因第17條所述的任何原因而暫停，導致未能執行任何指示，則本行可於有關暫停結束後第一個營業日，取消或執行尚未被執行的指示，而本行無責任通知客戶，但如已取消指示，則本行會盡量通知客戶。
- 7.6 須於指示當日執行的任何證券買賣指示，必須在有關交易所或市場的有關「截止」時間之前接獲。
- 7.7 對於所有其他指示，本行須獲得足夠的執行時間。



## 8. 本行責任一指示

本行應在合理情況下盡速執行指示，但如客戶因本行由於任何原因（包括但不限於任何電腦或電子系統或儀器的故障或出錯）延遲執行、部分完成、未能或無法執行任何指示而招致任何直接或間接的損失、損害或支出，本行在沒有疏忽的情況下，毋須承擔責任（包括但不限於向本行作出指示或本行接獲指示與執行該項指示之間的一段時間內證券價格出現變動而蒙受或招致的任何損失、損害或支出）。

## 9. 買賣指示

9.1 在接獲按本條款規定購買證券的指示後，本行將以誠信，立即計算按指示購買證券所需款項，並估計有關交易的任何稅項或其他支出的款項。經計算後，以下為適用的規定：

- (a) 本行有權從現金戶口或客戶（或其中任何一位）在本行的任何其他戶口的結餘或備用信貸中，抵銷相等於上述款項的金額，以應付本行由於上述指示而招致的一切實際或有負債，包括支付買價及向任何第三者支付的費用。
- (b) 在完成上述購買程序之前，客戶無權提取上述金額的全部或其中任何部分，同時上述金額不應構成本行對客戶的欠款。
- (c) 客戶在此將上述金額抵押予本行，作為本行就上述購買款項及預期交易費用的實際或有負債的抵押品。

9.2 在接獲按本條款規定賣出證券的指示後，本行將有權在完成交易日或以前的任何時間（由本行全權決定），從證券戶口中扣除有關的證券。客戶知悉客戶將無權提取或從任何途徑運用全部或部分有關的證券（該證券為本行以信託形式存放），直至該交易完成為止。

## 10. 取消指示

本行並無責任取消、更改或修訂任何已給予本行的指示。如原來指示已經完成或本行認為並無足夠時間或不能按指示取消、更改或修訂原來指示，則本行毋須為客戶所蒙受或招致的任何損失或費用承擔責任。

## 11. 責任與賠償規限

- 11.1 本行提供服務，並不因此構成信託人身分。除本條款所載的責任外，本行對證券並無信託或其他責任。
- 11.2 本行並無責任檢查或核實任何證券的擁有權及所有權的有效性，並毋須對擁有權或所有權的任何不妥善之處負責。
- 11.3 本行或其他任何市場資訊提供者均毋須對證券的應付稅項或與證券有關的稅項、證券的管理或減值承擔責任。
- 11.4 對客戶因本行按其指示提供服務或在任何其他情況下招致任何種類的損失，本行概不負責(包括但不限於任何延遲，錯誤或未能提供於本部分條款6.3中所指的買賣交易重點)，除非此等損失是因本行、本行委任的任何人士或其各自的職員或僱員疏忽或蓄意不履行責任所引致者。
- 11.5 客戶須就本行、本行的市場資訊供應商、本行委任的任何其他人士，及上述機構 / 人士的有關行政人員及僱員可能招致的一切申索、債務、損害賠償、損失、法律費用及任何性質開支對該等機構 / 人士作出彌償；並就該等機構 / 人士可能在與提供服務有關連的情況下，及 / 或由於客戶在履行此等條款與細則，及 / 或強制執行此等條款與細則時有任何失責而可能提出的任何法律訴訟或程序，或可能遭受到的任何法律訴訟或程序（包括但不僅限於，在前述條款一般的原則下，任何因客戶未能在證券戶口內存有足夠數量的證券而引致的任何費用或任何法律訴訟或程序）作出彌償，除非該等申索、債務、損害賠償、損失、法律費用、任何性質開支、訴訟或程序乃由於本行、本行委任的任何其他人士，或上述機構 / 人士的有關行政人員或僱員的疏忽或故意失責而招致者。是項彌償將於此等條款與細則終生效後繼續維持有效。
- 11.6 本行可在任何其所需條件的限制下，酌情同意加入尚未繳足款項的證券。如此等證券包括於本條款所指的證券內，客戶應向本行及本行委任的任何人士賠償因此而招致的索償、債務、損害、費用和支出，尤其是（但不限於）客戶同意在本行要求或指定時就此等證券向本行支付本行或任何該等人士接獲的催繳通知中所述款項。

## 12. 客戶陳述、保證及確認

12.1 客戶陳述和保證如下：

- (a) 客戶並非居留於有任何限制客戶投資任何證券的國家或該國家的公民。如客戶成為該等國家的居民，需立即通知本行並在本行提出要求下需賣出或贖回該等有關證券；
- (b) 當客戶購買或進行任何證券交易時，客戶須確保本人或其代表的任何人等並非屬於不准購買或進行任何證券交易的人士；
- (c) 客戶買賣任何證券，是根據及倚賴客戶本身的判斷和所取得的資料而決定，並非根據本行提供的任何意見或資料。

12.2 客戶確認以下的風險披露聲明：

- (a) 證券交易的風險

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

- (b) 買賣創業板股份的風險

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如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，應尋求獨立的專業意見。

- (c) 在香港境外收到或持有的客戶資產的風險

屬外國上市的證券並在香港境外收到或持有者須受有關的海外司法管轄區的適用法律及規例所限制，而該等法律及規例可能與香港的《證券及期貨條例》及據此制訂的規則並不相同。為此，該等證券可能不會享有與香港境內收到或持有的證券相同的保障。

12.3 客戶謹此陳述和保證，對於有關服務，客戶是以主事人身分而行使的。

### 13. 客戶同意借出證券

13.1 如客戶明示同意向本行借出其擁有的證券，本行有全責歸還同等證券予客戶的戶口，並確保不附帶產權負擔或任何性質的留置權。

13.2 根據第13.1條客戶同意向本行借出證券的年期為12個月，客戶可於期滿後以書面表示同意續期，而每次可續期12個月。

### 14. 收費與費用

14.1 客戶須向本行支付服務費用。本行將於本證券戶口開立時及 / 或於購買任何證券時通知客戶支付，並可提早30日通知客戶而更改付款時間。

14.2 客戶亦應向本行支付本行或本行委任的任何人士在提供服務時所引致的一切其他支出。本行就此等支出的性質及金額所發出的證明書，將作為此等支出的決定性證明。

14.3 在不影響本條款內任何其他權利的情况下，如第14.1及14.2條所述或根據本條款所引致或應付的任何費用及支出逾期未付：

- (a) 本行有權自動由客戶在本行開立的任何戶口中扣除及 / 或抵銷全部或部分欠款；
- (b) 本行有權留置證券作為此等費用及支出的抵押，並有權以本行認為適合的條件公開或私下出售此等證券，以抵償全部或部分欠款。

本行依據本條款享有的權利加添於而非取代本行享有的其他性質相若的權利。

### 15. 扣賬權力

除其他權利外，本行還可由現金戶口中扣除任何買賣的應付款項，包括應付予本行或本行僱用的任何人士的任何費用。如扣賬引致戶口出現透支，則客戶須按本行釐定的利率支付利息，並在沒有相反協議的情况下，須於本行要求時償還該項利息。本行就服務而收取的任何出售得款及股息將誌入現金戶口。

### 16. 佣金

客戶同意本行可接受任何經紀商或包銷商或任何第三者因執行本條款授權的交易而獲得的經紀費或佣金中的任何回佣或回扣。客戶亦同意本行有權保留為執行指示而收自 / 付予客戶的款項在未轉入客戶現金戶口（或客戶在本行的任何其他戶口）或證券經紀、包銷商及 / 或基金公司之前所產生的利息。

### 17. 終止服務

17.1 服務可於下列情況下終止提供：本行向客戶發出書面通知終止服務；或客戶向本行發出書面通知，撤銷其授權書。惟該等通知必須於最少30天前發出。

17.2 本行亦可能在以下本行認為已發生的任何一項事件（本行可以行使下述條款17.3及17.4）通知（除非是在以下附屬條款（f）列明的任何情況下不須作出任何通知），即時終止或暫停該等服務或該等服務的任何部分：

- (a) 客戶違反任何條款；或
- (b) 全部或其中任何一位客戶到期無法支付根據條款所應付的任何性質的款項、到期無法支付購買費用、或到期無法支付本行的任何性質的其他款項；或
- (c) 全部或其中任何一位客戶提出破產或清盤申請或任何類似訴訟；或
- (d) 現金戶口或任何證券被查封扣押；或
- (e) 如客戶超過一位，客戶之間出現任何爭執或訴訟；或
- (f) 本行認為以本行利益而言或必須或適宜終止服務的任何其他事宜或事件情況下，包括任何有關監管規定的出現。

17.3 在發生上文第17.2條所述任何一項事件時，本行可酌情：

- (a) 取消任何未執行的指示；或
- (b) 終止代客戶或與客戶訂立的任何未完成的合約；或
- (c) 行使下文第17.4條所規定的任何權利。

17.4 按上文第17.2及17.3(c)條規定，本行可在不影響條款或任何其他協議所賦予的其他權利的情况下酌情：

- (a) 毋須經事先通知客戶而抵銷或預扣現金戶口結存的任何款項或任何因客戶到期未付、欠付或應付本行的其他款項（包括依據條款所應付的所有款項）而出售任何證券所得的收入；
- (b) 毋須通知客戶，把現金戶口與客戶在本行持有的任何其他戶口合併或綜合；
- (c) 為行使上文(a)及(b)段訂明的任何權利，按照本行可自行決定的該等條件出售任何證券予本行、本行的相聯機構或第三方人士，或以其他形式處置該等證券。

17.5 即使結束服務及取回證券（無論是否在結束戶口之後），本行仍有權結算在結束服務前進行的任何交易或結算客戶根據條款所引致的任何債務或本行因客戶而招致的任何債務。

## 18. 價格

- 18.1 所有香港聯合交易所上市的證券的價格均由香港聯合交易所有限公司提供，而單位信託基金的價格，則由有關的基金公司提供。本行及其任何市場資訊提供者會盡力確保所有資料均準確及可信，惟無法保證該等資料絕對準確，同時亦不會負責（無論是侵權、合約或其他方面的責任）因任何偏差或遺漏所引致的損失或損害。
- 18.2 本行回覆客戶查詢而提供的任何證券報價，只作參考用途，對本行及其市場資訊提供者並無約束力。本行有權執行任何證券的買賣指示，即使在接獲該項指示與本行或本行代理人完成該宗買賣之間的一段時間內，價格已經出現對客戶不利的變動。
- 18.3 對於經由本行而獲得的任何證券報價，客戶不得：
- (a) 散播該等報價（或任何部分）予其他人士；
  - (b) 利用或准許利用該等報價（或任何部分）作非法用途；
  - (c) 利用該等報價（或任何部分）作非私人用途；或
  - (d) 利用該等報價（或任何部分）進行任何非本行經手之證券交易或買賣。

## 19. 現金賬戶

- 19.1 現金賬戶必須為往來或儲蓄，或本行可絕對酌情確定的其他類別賬戶，客戶同意就此完成開戶所需一切手續。
- 19.2 出售證券所得款項、股息及服務所得其他款項將記入現金賬戶，而所有任何種類之付款，包括費用與支出，將由現金賬戶中扣除，但本行仍可按適用條款或其他依據將任何此等款項由客戶或其中任何一位客戶在本行的任何其他賬戶中扣除。

## 20. 關於個人資料（私隱）條例（「條例」）致客戶的通知

- (a) 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，需要不時向本行提供有關的資料。
- (b) 若未能向本行提供該等資料，可能會導致本行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務。
- (c) 客戶與銀行在延續正常業務運作中，銀行亦會收集客戶的資料，例如，當客戶開出支票或存款時。
- (d) 客戶的資料可能會用於下列用途：
  - (i) 為客戶提供服務和信貸便利所涉及之日常運作；
  - (ii) 作信用檢查（包括不限於客戶信貸申請及定期複核該等信貸的情況下）；
  - (iii) 協助其他財務機構作信用檢查及追討欠債；
  - (iv) 確保客戶維持可靠信用；
  - (v) 設計供客戶使用的財務服務或有關產品；
  - (vi) 推廣財務服務或有關產品；
  - (vii) 確定銀行對客戶或客戶對銀行的負債額；
  - (viii) 向客戶及為客戶的債務提供抵押的人士追收欠款；
  - (ix) 根據對本行或其任何分行有約束力的法例規定而作出披露；
  - (x) 使本行的實在或建議承讓人，或本行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易；及
  - (xi) 與上述有關的用途。
- (e) 本行會對其持有的客戶資料保密，但本行可能會把該等資料提供給下述各方（無論在香港特別行政區境內或境外）作第 (d) 段列出的用途：
  - (i) 任何代理人、承包商、或向本行提供行政、電訊、電腦、付款或證券結算或其他與本行業務運作有關的服務的第三方服務供應者；
  - (ii) 任何對本行有保密責任的人，包括本行集團內已承諾為該資料保密的公司；
  - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；
  - (iv) 任何存款於客戶戶口的人士（提供存款證明收據而其中可能載有客戶的姓名）；
  - (v) 資信調查機構；而在客戶欠賬時，則可將該等資料提供給收數公司；
  - (vi) 本行在根據對本行或其任何分行具法律約束力的規定履行對任何人士的披露責任；及
  - (vii) 本行的任何實在或建議承讓人或就本行對客戶的權利的參與人或附屬參與人或受讓人。
  - (viii) 特選的公司；目的是通知客戶有關本行認為適合他們的服務資料。有關上述第 (v) 條，在任何欠賬的情況下，若客戶於欠賬日計起 60 日的限期（以本行計算為準）內未能將欠賬全數清還，客戶的欠款資料將會繼續由資信調查機構保留至少 5 年（自欠賬還清日起計），客戶方可行使以下 (f)(v) 項的權利。
- (f) 根據條例中的條款及根據條例核准和發出的個人信貸資料實務守則，任何個人有權：
  - (i) 查核本行是否持有他的資料及查閱該等資料；
  - (ii) 要求本行改正任何有關他的不準確的資料；
  - (iii) 查明本行對於資料的政策及慣例和獲告知本行持有的個人資料種類；

- (iv) 在與個人信貸有關的情況下，要求獲告知哪些資料是會向資信調查機構或收數公司例行披露的，以及獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料的要求；及
- (v) (客戶申請之信貸若涉及樓宇按揭貸款則除外) 於欠賬全數清還並終止信貸，及於緊接終止信貸前 5 年內沒有實質性欠賬 (以本行決定為準) 的情況下，指示本行要求有關資信調查機構在其信貸資料庫內刪除任何有關該等已終止信貸的資料。
- (g) 根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
- (h) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：
  - 香港九龍中央郵政局郵政信箱72677號
  - 香港上海滙豐銀行有限公司
  - 資料保護主任
  - 傳真：2288 2418
  - 電郵：dfv.enquiry@hsbc.com.hk
- (i) 本通知不會限制客戶在個人資料 (私隱) 條例下所享有的權利。

## 21. 雜項

- (a) 本行可不時透過在本行處所內事先張貼通知，或用本行認為適當的任何其他方法向客戶發出通知，修訂此等本條款與細則。若客戶未有於通知期屆滿前取消證券戶口，客戶將視為已同意該等修訂。
- (b) 在文義許可的情況下，本條款中所用的單數亦包括眾數，相反亦然。
- (c) 收賬公司  
本行保留權利僱用第三者代收的任何欠款或逾期未付的款項。客戶須承擔本行因追討該等款項所付出的任何費用 (包括律師費) 及開支。
- (d) 錄音  
在提供服務的過程中，本行 (或其代理人) 可能需要 (但非必要) 以錄音記錄客戶的口頭指示/或客戶與本行 (或其代理人) 在該服務過程中的任何對話。
- (e) 縮微攝影 / 掃描  
本行有權已經縮微攝影 / 掃描的任何與主戶口、卓越理財及有關服務文件銷毀，並可在本行認為適當的一段時間之後銷毀縮微膠券 / 掃描紀錄。
- (f) 本行章則及常規  
投資服務戶口、戶口利息，服務費及其有關事項，均受本條款、香港銀行公會規則，及本行的章則、條例及常規所約束。以上各項，可以張貼通告、廣告或其他方式不時公佈及通知客戶。
- (g) 豁免及補償  
本行未能或延遲行使本條款所賦予的任何權利、權力或特權，並不構成放棄，而本行行使任何一項或部份該等權利亦不排除本行行使任何其他此等權利或進一步行使此等權利或行使任何其他權利、權力或特權的可能性。本條款所規定的補救措施並不排除任何其他補救措施，而各項及每項補救措施均是累加性的，而且加添於本條款規定下或現時或此後根據法律或衡平法，或由於成文法或其他而存在的其他補救措施。
- (h) 部份無效  
如本條款中任何規定在任何適用法律下被宣稱或裁定為不合法，無效或不可執行時，此等不合法性、無效性或不可執行性均不影響本條款的任何其他規定，此等其他規定仍將全面有效及生效。
- (i) 本行因無法控制的因素而未能行事  
本行如直接或間接因本身無法控制因素而未能或延遲提供服務或履行本條款規定的責任，概不承擔責任。
- (j) 委任代理人  
本行可委任任何代理人、服務供應商或分包商，代本行履行本條款規定的責任。
- (k) 本行的轉讓  
本行可隨時將本條款規定的權利及義務全部或部份轉讓或轉移至任何人仕而無須客戶同意。
- (l) 遺失印章等  
如發現就服務或使用服務而向本行發出指示所需的身份證明文件或印章已經遺失，客戶須立即以書面通知本行。本行對於任何在未收到該通知前已支付的款項，概不負責。
- (m) 管轄法律  
本條款所載條款受香港法律所管轄，並按其詮釋。