

The Hongkong and Shanghai Banking Corporation Limited

SECURITIES - SALE ORDER TERMS AND CONDITIONS

1. I/We hereby authorise you to accept from any stockbroker(s) or underwriter(s) engaged in the transaction to be effected under this order any rebate or allowance of any brokerage or commission payable in respect thereof.
2. I/We understand that orders (or the remaining part thereof) will lapse by the end of the trading date if non-executed or partially executed, unless otherwise specified.
3. I/We understand that orders will take a minimum of 3 trading days for settlement.
4. I/We understand that you will act on this order as soon as reasonably possible but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by me/us by reason of any delay in acting on this order or any partial completion of or failure or inability to act on this order (including without limitation any loss, damage or expense suffered or incurred as a result of any change in the price of any stock between the time of giving or receipt of this order to or by you and the time at which such order is acted upon).
5. I/We understand that on receipt of this order you will acting in good faith forthwith calculate the sums required to meet the transaction plus an estimate of the sums required to meet any tax, duty or other expenses in connection with such transaction. Following such calculation, the following provisions shall apply:
 - (a) You shall be entitled to set-off an amount equivalent to such sum held to the credit of my/our account stated in this order or any other account maintained by me/us with you against all actual or contingent liabilities incurred by you as a consequence of the transaction including any liability to pay any purchase monies and other expenses to any third party.
 - (b) Until completion of the transaction, I/we 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 you to me/us.
 - (c) I/We hereby charge the said amount in your favour as security for your actual or contingent liabilities in respect of the said purchase monies and anticipated purchase expenses.
6. I/We acknowledge that the price of any stock quoted by you in response to any enquiry by me/us is for reference only and shall not be binding on you. You shall be entitled to act on this order for the sale or purchase of stock as stated in this order even if the price of such stock has altered to the disadvantage of me/us between the time of receipt of this order and the time at which you or your agent completes any such sale or purchase.
7. I/We acknowledge that you shall not be obliged to act on any instruction for cancellation, variation or amendment of this order nor be responsible or liable to me/us for any loss or expense suffered or incurred by me/us if this order has already been completed or in your opinion you have insufficient time or are unable to act on such instruction to cancel, vary or amend this order.
8. I/We acknowledge that, without prejudice to the foregoing, the Integrated Account Terms and Conditions / Business Integrated Account General Terms and Conditions / Business Investment Account Terms and Conditions / Securities Account Terms and Conditions (which have been supplied to me/us upon opening of an Investment Services Account) shall also apply to this order and any transaction effected pursuant to this order.

香港上海滙豐銀行有限公司

證券一沽出委託單章則條款

- 一、本人（等）茲授權貴行可接受任何經紀商或包銷商因執行此委託單的交易而獲得的經紀費或佣金中的任何回佣或回扣。
- 二、本人（等）明白委託單如未能於即日成盤或只部分成盤，除非有其他特別註明，此委託單或其餘數作取消論。
- 三、本人（等）明白委託單最少需時三個交易日交收。
- 四、本人（等）明白貴行會在合理情況下盡速執行此委託單，但如本人（等）因貴行延遲執行，部分完成、未能或無法執行此委託單而蒙受任何損失、損害或支出或間接損失、損害或支出，貴行毋須承擔責任（包括但不限於向貴行作出委託或貴行接獲委託與執行此項委託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）。
- 五、本人（等）明白在接獲此委託單後，貴行將以誠信，立即計算所列交易所需款項，並估計有關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：
 - (甲) 貴行有權從本人（等）於此委託單所列的戶口或本人（等）在貴行任何其他戶口中存有的相等於上述款項的金額，以抵銷貴行由於此項交易而招致的一切實際或或有負債，包括支付購買款項及向任何第三者支付的費用。
 - (乙) 在完成交易之前，本人（等）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貴行對本人（等）的欠款。
 - (丙) 本人（等）在此將上述金額抵押予貴行，作為貴行就上述購買款項及預期交易費用的實際或或有負債的抵押品。
- 六、本人（等）確認貴行於回覆本人（等）的查詢而提供的任何證券報價，只作參考用途，對貴行並無約束力。貴行有權執行此委託單所列的證券買賣委託，即使在接獲該項委託與貴行或貴行的代理人完成該宗買賣之間的一段時間內，價格已經出現對本人（等）不利的變動。
- 七、本人（等）確認貴行並無責任執行任何指示取消、更改或修訂此委託單，倘此委託已經完成或貴行認為並無足夠時間或不能按指示取消、更改或修訂原來的委託，則貴行毋須為本人（等）所蒙受或招致的任何損失或費用承擔責任。
- 八、本人（等）確認在不影響上述情況下，綜合理財戶口條款及細則／商業綜合戶口一般條款／商業投資戶口條款／證券戶口條款（已於本人（等）開設投資服務戶口時給予）亦適用於此委託單或因此委託單而進行的任何交易。

Note 注意： In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail. 中英文本如有歧異，須以英文本為準。