

The Hongkong and Shanghai Banking Corporation Limited

BUSINESS INVESTMENT ACCOUNT 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 Investment Account**' means the account(s) maintained with the Bank by the Customer for the purpose of holding Securities.

'**Cash Account**' means the account(s) 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 entitlement 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 or other entity who has/have opened a Business Investment Account.

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

'**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 investment, certificates of deposits, 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.

'**Services**' means the investment and custodian services provided pursuant to these Terms and Conditions and include the services set out in Clause 3.

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

'**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

3.1 In relation to the purchase and/or sale of any product:

- (a) the Bank may solicit the sale of or recommend a product to the Customer in accordance with Clause 3.5(a) or (c); and/or
- (b) the Customer may enter into the transaction without or inconsistent with any solicitation or recommendation from the Bank in accordance with Clause 3.5(d).

3.2 The Bank does not provide advisory services and therefore does not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of any product other than to ensure reasonable suitability as set out in Clause 3.5(a) and (c).

3.3 Making available to the Customer any advertisements, marketing or promotional materials, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service.

3.4 Unless otherwise specified in these terms or in other terms and conditions in relation to any product:

- (a) the Bank does not advise on personalised asset allocation, investment portfolio and investment strategy; and
- (b) the Bank does not have any obligation to:
 - (i) offer or advise on alternatives and variants to any product the Bank solicits the sale of or recommends; or
 - (ii) make available any service or provide advice in relation to the purchase or sale of products which the Bank does not distribute or offer to its customers.

3.5 (a) If the Bank solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to its financial situation, investment experience and investment objectives ("**Customer Financial Information**").

(b) No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from Clause 3.5(a).

(c) If the Bank solicits the sale of or recommends any investment product not being a Financial Product (other than insurance product) to the Customer, the Bank will also ensure that the product is reasonably suitable for the Customer based on the Bank's suitability assessment. In its assessment, the Bank will take into account the Customer's financial situation, investment experience and/or investment objectives, if it is required by applicable regulatory requirements.

(d) If the Customer enters into a transaction with the Bank to buy and/or sell a product without or inconsistent with any solicitation or recommendation from the Bank, the Bank will not have any obligation or duty to assess whether or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is its sole responsibility to assess and to satisfy itself that the transaction is appropriate for it. Any limitation of the Bank's obligation or duty in this Clause 3.5(d) is subject to compliance with all applicable law, regulation or regulatory guidelines or circulars.

(e) Except as set out in Clause 11.4, the Bank is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by it or any other person with respect to or arising out of any transactions which fall under Clause 3.5(d).

3.6 By entering into a transaction with the Bank to buy or sell a product, the Customer confirms that any information it provides to the Bank (including the Customer Financial Information) is complete, accurate and up-to-date. When the Bank assesses suitability, it will rely on the Customer's confirmation.

3.7 Before the Customer enters into a transaction with the Bank to buy and/or sell a product, the Customer should:

- (a) consider its own circumstances and understand the product features, terms and risks, and it should contact the Bank if it has any questions on the product;

- (b) note that the Bank has no ongoing responsibility to ensure that a product it has solicited the sale of or recommended to the Customer remains suitable for it;
 - (c) note that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer; and
 - (d) note that the Bank does not provide legal, tax or accounting advice on the Customer's investments, and the Customer should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about its investments where necessary.
- 3.8 Clauses 3.5 to 3.7 take effect on 8 June 2017 ("Effective Date"), and apply to:
- (a) any solicitation and/or recommendation of a product the Bank makes to the Customer on or after the Effective Date, provided that the Customer enters into a transaction with the Bank to buy and/or sell such product following the Bank's solicitation and /or recommendation; and
 - (b) any transaction the Customer enters into with the Bank to buy and/or sell a product without or inconsistent with any solicitation or recommendation from the Bank on or after the Effective Date.
- 3.9 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;
 - (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; and
 - (d) to provide credit facilities from time to time at the discretion of the Bank.
- 3.10 In the event the Bank performs custodian services, the Bank holds any Securities as custodian only and is not responsible for giving any advice or recommendation in respect of such holdings, nor is the Bank liable to the Customer for any depreciation in value of any Securities and investment.

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 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 will:
- (a) maintain a Cash Account and a Business Investment 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 is accompanied by such transfer documents and/or Instructions as the Bank may require to transfer the beneficial ownership to the Customer; and
 - (b) in addition to any transfer documents and/or Instructions required by (a) above, the Securities for depositing will 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
 - (c) any fees, expenses, duties or other sums payable in respect of any transfer under (a) and/or (b) above will be payable by the Customer and will 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) applicable to the Bank and/or the Securities 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 the Corporate Action information as provided in Clause 4.1(c) including 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 pursuant to Clause 4.1(c), 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 will 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 any 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 will 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 the Bank accepts foreign listed 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 will 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 the Business Investment 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 will 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 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 will be binding on the Customer and the Bank will not be liable for doing so, whether or not the Instructions were given by the Customer and the Bank will 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 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 operation of the Cash Account, in particular the manner in which and the times during which credits to and withdrawals from the Cash Account may be made, may be subject to restrictions as advised by the Bank to the Customer which the Bank may vary from time to time.
- 7.5 The Bank will not be under any obligation to act on any Instruction to sell any Securities unless sufficient amount of 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 Business Investment 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.
- 7.6 Any Instruction for the purchase or sale of any Security will only be accepted if it is for completion on the date of Instruction if it is received before the relevant "cut-off" time as provided in Clause 7.7 below. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it will be deemed to lapse at the expiry of the trading date specified in any such Instruction or the first working day thereafter if it is a public holiday on the date of Instruction. If on the date of Instruction it is a public holiday, the Bank will execute instructions on the first working day thereafter.
- 7.7 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 as advised by the Bank to the Customer.
- 7.8 All other Instructions shall be given so as to allow the Bank sufficient time 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 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 will apply:
- (a) The Bank will 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.
 - (b) Until completion of the said purchase the Customer will not be entitled to withdraw all or any part of the said amount and the said amount will not constitute a debt owed by the Bank to the Customer.
 - (c) 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 Business Investment 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 will 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 will 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 will not be liable in respect of any defect in ownership or title.
- 11.3 Neither the Bank nor any of its market information providers will 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 will 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 the Customer's failure to provide complete, accurate and up-to-date information requested by the Bank in discharging its regulatory or legal duties (including but not limited to the Customer Financial Information under Clause 3.5); and 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 Business Investment Account) and/or the enforcement of these Terms and Conditions and/or the Customer's failure to provide complete, accurate and up-to-date information requested by the Bank in discharging its regulatory or legal duties (including but not limited to the Customer Financial Information under Clause 3.5); and 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 will 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.
- 11.7 (a) It is the Customer's sole responsibility to handle and/or fulfill any local, overseas or worldwide tax issues, liabilities and/or obligations under all applicable laws (including, without limitation, tax reporting, filing relevant tax return(s), paying any applicable tax and dealing with any application for Tax Reclaim Arrangement) arising from or in connection with trading, holding, disposing of or otherwise dealing with Securities or investment via the Bank. Customers must seek independent professional advice from their own tax advisors to determine their tax position, liabilities and obligations in relation to the relevant Securities or investments. The Bank assumes no responsibility for advising on or handling such tax issues, liabilities and/or obligations nor will the Bank provide any service or assistance in this regard. In this Clause 11.7, "Tax Reclaim Arrangement" means any tax refund, tax concession, tax differences reclaim, preferential tax treatment or the like, including any tax credit or refund or a reduced tax rate or preferential tax treatment on interest, dividend, or any other distribution, proceeds or gains from any investment or transaction contemplated under these Terms and Conditions and any tax differences reclaim as a result of any change of nationality or domicile or tax residency.
- (b) In particular, the Customer agrees and accepts that, unless otherwise specified by the Bank, in no circumstances will the Bank or any of its nominees, custodians and/or agents be under any obligation or responsibility to apply for, or assist in the application for, any Tax Reclaim Arrangement that may be available to the Customer. The Customer agrees and accepts that neither the Bank nor its nominees, custodians and/or agents shall be held liable for the loss of Tax Reclaim Arrangement or any other losses, damages, costs and/or expenses incurred or suffered by the Customer in this regard.
- (c) Notwithstanding the above but without prejudice to the full force of the foregoing provisions, if the Bank so requests at its absolute discretion, the Customer will complete, provide information, sign and file any tax forms, certificates or documents which the Bank or any of its nominees, custodians and/or agents is required by any tax authority of any applicable jurisdiction to submit in respect of the Customer in connection with any investment or transaction made on behalf of the Customer pursuant to these Terms and Conditions. The Customer agrees to cooperate with the Bank, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.

12. Customer Representations and Warranties and Acknowledgements

12.1 The Customer represents and warrants as follows:

- (a) that the Customer is not resident or incorporated in a country where there is any restriction on the Customers purchase of any Security. If the Customer becomes resident in any such country or is otherwise subject to such restriction the Customer will inform the Bank immediately and will if so required by the Bank sell or redeem any such restricted Securities;
- (b) 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;
- (c) that the Customer is acting as principal in relation to the Services.

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:
(i) The Growth Enterprise Market has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on the Growth Enterprise Market with neither a track record of profitability nor any obligation to forecast future profitability. Growth Enterprise Market stocks may be very volatile and illiquid. There may be risks arising out of the emerging nature of companies listed on the Growth Enterprise Market and the business sectors or countries in which the companies operate.
(ii) There are potential risks of investing in such companies and the Customer should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of the Growth Enterprise Market mean that it is a market more suited to professional and other sophisticated investors.
(iii) The principal means of information dissemination on the Growth Enterprise Market is publication on the internet website operated by the Stock Exchange of Hong Kong Limited. Companies listed on the Growth Enterprise Market are not generally required to issue paid announcements in gazetted newspapers. Accordingly, the Customer needs to have access to up-to-date information on the Growth Enterprise Market-listed companies as published on the Growth Enterprise Market website.
(iv) This risk disclosure statement does not purport to disclose all the risks and other significant aspects of the Growth Enterprise Market. The Customer should undertake the Customer's own research and study on the trading of securities on the Growth Enterprise Market before commencing any trading activities.
(v) The Customer should seek independent professional advice if the Customer is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on the Growth Enterprise Market.
- (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 there under in Hong Kong. Consequently, such Securities may not enjoy the same protection as that conferred on Securities received or held in Hong Kong.

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 will 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 will 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 will 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 Business Investment Account and as may be varied upon 30 days prior notice to the Customer.
- 14.2 The Customer will 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:
- the Bank will be entitled to debit automatically and/or set off against any account of the Customer with the Bank in or towards settlement;
 - the Bank will 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 will 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 to the Cash Account and in the event that such debiting causes such account to be overdrawn then interest will be payable at such rate as the Bank will determine and will 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 will 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 to the Customer any time (save in the case of any event referred to in sub-clause (f) below where no notice need be given) 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 and/or terminate or suspend the Services or any part thereof with immediate effect:
- any breach of the Terms and Conditions by the Customer; or
 - 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
 - the filing of a petition in bankruptcy, winding up or the commencement of any analogous proceedings against the Customer or any of them; or
 - the levying of any attachment against the Cash Account or any of the Securities; or
 - any dispute or proceedings between any of the persons making up the Customer where there is more than one; or
 - any other matter or event including any regulatory requirement which in the opinion of the Bank renders termination necessary or advisable in the interests of the Bank.
- 17.3 On the occurrence of any of the events described in Clause 17.2 above the Bank may at its discretion:
- cancel any outstanding Instruction(s); or
 - close any outstanding contracts entered into on behalf of or with the Customer; or
 - exercise any of its right under Clause 17.4 below.
- 17.4 As provided in Clauses 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:
- 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;
 - without notice to the Customer combine or consolidate the Cash Account with any other account(s) held by the Customer with the Bank;
 - 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, will 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 the 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 will not be binding on the Bank or any of its market information providers. The Bank will be entitled to act on any Instruction for the sale and purchase of any Security even if the price of such Security has changed 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 will:
- disseminate such quotes (or any part thereof) to any other person;
 - use or permit the use of such quotes (or any part thereof) for any illegal purpose;
 - 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. Governing Law

- 19.1 These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 19.2 No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

20. Notice relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Collection of Data

- (a) We may collect the data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include the following or any of them (collectively "**you**", "**your**"):
- applicants for banking or financial services;
 - persons giving or proposing to give guarantees or security for obligations owed to us;
 - persons linked to a customer or an applicant that is not an individual, including the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; and
 - other persons who are relevant to a customer's relationship with us, including third party service providers with whom the customer interacts in connection with the marketing of our products and services and in connection with the customer's application for our products and services (including credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit reference agencies**" or "**CRAs**")).
- (b) If the data requested by us is not provided, we may be unable to provide (or continue to provide) products or services to you or to the relevant customer or applicant linked to you.
- (c) Data may be:
- (i) collected from you directly, from someone acting on your behalf or from another source; and
 - (ii) combined with other data available to members of the HSBC Group ("**HSBC Group**" and any "**member of the HSBC Group**" means HSBC Holdings plc and/or its affiliates, subsidiaries, associated entities and any of their branches and offices).

Use of Data

- (d) We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):
- (i) considering and processing applications for products and services and the daily operation of products and services (including credit facilities provided to you or the relevant customer linked to you);
 - (ii) conducting credit checks whenever appropriate (including upon an application for consumer credit (including mortgage loans) and when we review credit which normally takes place one or more times each year);
 - (iii) creating and maintaining our credit and risk related models;
 - (iv) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit providers**") to conduct credit checks and collect debts;
 - (v) ensuring your ongoing credit worthiness and good standing;
 - (vi) designing financial products and services (including insurance, credit card, securities, commodities, investment, banking and related products and services) for your use;
 - (vii) marketing products, services and other subjects as described in paragraph (f) below;
 - (viii) determining the amount of indebtedness owed to or by you;
 - (ix) exercising our rights under contracts with you, including collecting amounts outstanding from you;
 - (x) meeting our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:
 - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to us or any member of the HSBC Group; or
 - (4) any agreement or treaty between Authorities;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) conducting any action to meet our obligations or those of any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - (xiii) meeting our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xiv) enabling actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned; and
 - (vx) any other purposes relating to the purposes listed above.

Disclosure of Data

- (e) Data held by us or a member of the HSBC Group will be kept confidential but we or a member of the HSBC Group may provide data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- (i) any agents, contractors, sub-contractors or associates of the HSBC Group (including their employees, officers, agents, contractors, service providers and professional advisers);

- (ii) any third party service providers who provide services to us or any member of the HSBC Group in connection with the operation or maintenance of our business (including their employees and officers);
- (iii) any Authorities;
- (iv) any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;
- (v) the drawee bank providing a copy of a paid cheque (which may contain data about the payee) to the drawer;
- (vi) any persons acting on your behalf whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group) or any persons making any payment into a customer's account;
- (vii) credit reference agencies (including the operator of any centralised database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (viii) any persons to whom we are or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii) above;
- (ix) any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
- (x) any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us; and
- (xi)
 - (1) any member of the HSBC Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers that we or any member of the HSBC Group engage(s) for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred in and to a place outside Hong Kong.

Provision of Data to Credit Reference Agencies (CRAs) and Debt Collection Agencies

(A) We may provide the following data relating to you (whether in sole name or joint names with others) to CRAs:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
- (iv) date of birth or date of incorporation;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

CRAs will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) with credit providers, for sharing in the consumer credit databases of CRAs by credit providers.

- (B) You can instruct us to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- (C) If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by CRAs until the expiry of five (5) years from the date of final settlement of the amount in default.
- (D) In the event of any amount being written off due to a bankruptcy order being made against you, CRAs may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to CRA(s) by you with evidence.
- (E) For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

Use of Data in Direct Marketing

- (f) Where you are a customer, we intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:
 - (i) your name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data held by us from time to time may be used by us in direct marketing;
 - (ii) the following classes of products, services and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related products and services;
 - (2) reward, loyalty, co-branding or privileges programmes and related products and services;
 - (3) products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
 - (iii) the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:
 - (1) any member of the HSBC Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and
 - (5) charitable or non-profit making organisations;

- (iv) in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and
- (v) we may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting your consent or no objection as described in paragraph (f)(iv) above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

If you do not wish us to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying us.

Transfer of Data to Third Party Service Providers Using Bank Application Programming Interfaces (API)

- (g) We may, in accordance with your instructions to us or third party service providers engaged by you, transfer your data to third party service providers using our API for the purposes notified to you by us or third party service providers and/or as consented to by you in accordance with the Ordinance.

Provision of Another Person's Data

- (h) Where you provide to us data about another person, you should give to that person a copy of this Notice and, in particular, tell him/her how we may use his/her data.

Data Access Requests

- (i) You have the right:
 - (i) to check whether we hold data about you and to access such data;
 - (ii) to require us to correct any data relating to you which is inaccurate;
 - (iii) to ascertain our policies and practices in relation to data and to be informed of the kind of data held by us; and
 - (iv) in relation to consumer credit, to be informed on request 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies).
- (j) In accordance with the provisions of the Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.
- (k) You should send requests for access to data or correction of data or for information regarding policies and practices and kinds of data held to:

The Data Protection Officer
The Hongkong and Shanghai Banking Corporation Limited
P O Box 72677
Kowloon Central Post Office
Hong Kong
Email: dfv.enquiry@hsbc.com.hk
- (l) We may have obtained credit report(s) on you from credit reference agency(ies) in considering any application for credit. In the event you wish to access the credit report(s), we will advise the contact details of the relevant credit reference agency(ies).
- (m) Nothing in this Notice shall limit your rights as a data subject under the 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.

22. No Fiduciary Relationship

Where the bank acts as custodian or has discretion in managing the Customer's assets (if any), notwithstanding any other provisions contained in these Conditions or any other arrangements the Customer has with the Bank, the Customer acknowledges that:

- (a) such services provided by the Bank do not constitute a relationship between the Bank and the Customer; and
- (b) the Bank shall, in no circumstances, be required to undertake any action that could possibly characterise the Bank as a fiduciary to the Customer.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

商業投資戶口條款

1. 定義

「授權」指客戶根據下文第 2 條授予本行的權力。

「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》下獲註冊為註冊機構。本行於證券及期貨事務監察委員會的登記 CE 編號為 AAA523。

「商業投資戶口」指客戶在本行開立以持有證券的戶口。

「現金戶口」指根據下文第 15 條規定，客戶在本行開立並指定作為與服務有關的人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」指已開立商業投資戶口的人士（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或其他實體所授權的人士。

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

「指示」指以本行可不時接受的任何方式或媒介（可包括傳真、電報、電話，或經自動櫃員機、零售點終端機或任何其他電子方式或媒介及／或本行可不時接受的任何其他方式或媒介）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。

「服務」指根據本條款而提供的投資及託管服務，包括第 3 條所載的服務。

「證券及期貨條例」指證券及期貨條例（香港法例第 571 章）。

「條款」指不時修訂的本條款。

2. 授權

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

3. 投資服務

3.1 就購買及／或出售任何產品而言：

(a) 本行可根據第 3.5(a) 或 (c) 條向閣下招攬銷售或建議產品；及／或

(b) 閣下可根據第 3.5(d) 條在沒有本行的任何招攬或建議或與之不一致的情況下進行交易。

3.2 除根據第 3.5(a) 及 (c) 條所載為確保合理合宜性外，本行並不提供諮詢服務，亦因此不會承擔招攬銷售或建議任何產品方面任何有關諮詢的謹慎責任或義務。

3.3 向閣下提供有關產品或服務的任何廣告、市場推廣或宣傳物料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何產品或服務。

3.4 除本條款及細則或其他有關任何產品的條款及細則所訂明者外：

(a) 本行不會就個人資產分配、投資組合和投資策略給予意見；及

(b) 本行並無任何義務：

(i) 就向閣下招攬銷售或建議的產品，提供或建議替代產品或其它種類產品；或

(ii) 就本行並無向客戶分銷或提供的產品而言，提供任何關於購買或出售的服務或提供意見。

3.5 (a) 假如本行向閣下招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮閣下的財政狀況、投資經驗及投資目標（「**客戶財務資料**」）後而認為合理地適合閣下的。

(b) 本條款及細則的其他條文或任何其他本行可能要求閣下簽署的文件及本行可能要求閣下作出的聲明概不會減損第 3.5(a) 條的效力。

(c) 如本行向閣下招攬銷售或建議的任何投資產品並非金融產品（保險產品除外），本行亦將確保該產品是本行基於本行作出的合宜性評估而認為合理地適合閣下的。本行作出該等評估時，如適用的監管要求需要，本行會考慮閣下的財政狀況、投資經驗及／或投資目標。

(d) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及／或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應全權負責評估及自行信納交易為適合閣下。於本第 3.5(d) 條中所列明的本行的義務或責任的限制將會受制於所有適用法律、法規或監管指引或通知。

(e) 除第 11.4 條所載者外，閣下或任何其他人士就有關或因第 3.5(d) 條項下的任何交易而招致或蒙受的任何損失（包括間接或相應而生的損失）、任何形式的成本或損害，本行無須負責。

3.6 透過與本行進行購買或出售產品的交易，閣下確認由閣下向本行提供的任何資料（包括客戶財務資料）為完整、準確及最新。當本行評估合宜性時，將依賴閣下的確認。

3.7 閣下與本行進行購買及／或出售產品的交易前，閣下應：

(a) 考慮閣下本身的狀況及明白產品特點、條款和風險，如閣下對產品有任何問題，應聯絡本行；

(b) 知悉本行並無持續責任確保其向閣下招攬銷售或建議的產品仍然適合閣下；

(c) 知悉如有關閣下、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合閣下；及

(d) 知悉本行並不會就閣下的投資提供法律、稅務或會計意見，因此，閣下應考慮就其投資取得獨立專業意見（包括法律、稅務及會計意見）（如需要）。

- 3.8 本第 3.5–3.7 條於 2017 年 6 月 8 日（「**生效日期**」）生效，並應用於：
- (a) 本行於生效日期當日或之後向閣下作出的任何產品招攬及／或建議，條件為閣下跟隨本行作出的招攬及／或建議，與本行進行購買及／或出售該產品的交易；及
 - (b) 閣下在沒有本行的任何招攬或建議或與之不一致的情況下，於生效日期當日或之後與本行進行購買及／或出售產品的任何交易。
- 3.9 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，出售或以其他方式處置證券，並處理所得的款項；
 - (c) 按客戶的任何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，但風險由客戶自負；及
 - (d) 本行可酌情不時為客戶提供信貸服務。
- 3.10 倘若本行提供託管服務，本行只以託管人身分替客戶持有該等證券而不會負責提供意見或建議，亦不會承擔因任何因該證券或任何投資價值貶值的責任。

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，及以本行或本行委託的任何其他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代理人的名義登記，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商業投資戶口，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附有本行所需要的可將實益擁有權轉予客戶的過戶文件及／或指示；及
 - (b) 除上文 (a) 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
 - (c) 客戶必須支付按上文 (a) 及／或 (b) 辦理過戶而應付的任何費用、支出、稅項或其他款項。
- 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 本行已獲授權可酌情採取其認為便利的該等措施，以允許其提供服務並行使根據此等條款與細則所賦予的權力，包括下列各項權利：
- (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) 條需要客戶採取行動的資料包括任何代理投票表格；
 - (d) 在未有收到或延遲收到客戶根據第 4.1(c) 條為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) 把證券與本行及其他擁有人的財物匯集；
 - (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 本行可委託任何其他人士作為其代理人或代理人，代本行提供任何服務，並可把本條款內的任何權力授予該名人士，但在此情況下，本行仍須為任何有關被委託人士的疏忽或蓄意不履行責任負責，猶如並未委託有關人士。
- 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 本行獲授權向提供服務而委託的任何其他人士，披露有關客戶、任何證券及服務的任何資料。
- 5.6 對於本行所接納的外國上市證券，除非客戶有特別指示，否則本行並無義務確定證券擁有人的國籍或所存入的證券是否已獲准由外國人擁有。

6. 報告、結單及資料

- 6.1 本行將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，彼此就本商業投資戶口向對方提供的任何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，而交收日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由客戶發出的指示。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。
- 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，本行亦無任何義務核證發出該等指示的人士的身分。
- 7.3 本行不會有任何責任接受購買任何證券的任何指示，除非：
- (a) 現金戶口有足夠可動用的資金，以支付任何購買價及與購買有關的任何估計支出；或
- (b) 有足夠的可用信貸，以支付有關購買價及支出，同時本行認為客戶已經或將會履行有關信貸安排的所有條款。
- 7.4 凡有關現金戶口的運作，尤其是可於現金戶口存入或提取款項的方式及時間，均受本行向客戶定明的各項約束條款所規管，本行可就有關約束條款不時作出更改。
- 7.5 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商業投資戶口，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。
- 7.6 凡有關買賣任何證券的任何指示，如欲指定於指示當日完成，必須於下文第 7.7 條規定的有關「截止」時間前接獲才予以接受。如此項指示因故未被執行（或就已部分執行的任何有關指示而言，該項指示的任何尚未執行部分）應被視為任何有關指示所指定的交易日期（或倘指示當日為公眾假期，則其後的首個工作天）結束時失效。倘指示當日為公眾假期，本行會於其後的首個工作天執行指示。
- 7.7 凡須於指示當日執行的任何證券買賣指示，必須在本行向客戶所定明有關交易所或市場的任何有關「截止」時間之前接獲。
- 7.8 一切其他指示必須適當發出，以允許本行有足夠時間執行。

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任何指示後，本行將以誠信，立即計算按該項指示購買證券所需款項，並估計有關購買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存及／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或有負債，包括有關支付買價及向任何第三者支付其他費用的任何負債。
- (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購買支出的實際或或有負債的抵押品。
- 9.2 在接獲按本條款規定出售證券的任何指示後，本行應有權在完成出售交易當時或（由本行全權決定）以前的任何時間，從商業投資戶口中扣除有關的證券，客戶確認客戶應無權提取或從任何途徑運用全部或任何部分有關的證券（有關證券應為本行以信託形式存放），直至上述出售交易完成為止。

10. 取消指示

本行並無責任按指示取消、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支出向客戶承擔責任。

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 本行或其任何市場資訊提供者均毋須對證券的任何應付稅項或與證券有關的任何稅項、證券的管理或任何減值承擔責任。
- 11.4 對客戶因本行按其指示提供服務或閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 3.5 條項下閣下的客戶財物資料）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各自的職員或雇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雇員就該等機構／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有任何失責，及／或強制執行此等條款與細則及／或閣下未能應本行要求，為本行履行本行的監管或法律責任提供完整、準確及最新的資料（包括但不限於第 3.5 條項下閣下的客戶財物資料）而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及可能提出或可能遭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）對該等機構／人士作出彌償；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及雇員的疏忽或故意失責任而招致者。是項彌償將於此等條款與細則終止生效後繼續維持有效。
- 11.6 本行可在任何其所要求條件的限制下，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託的任何其他人士彌償因此而招致的各種索償、負債、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任何有關證券向本行支付本行或任何有關人士接獲的催繳通知中所述款項。
- 11.7 (a) 客戶須完全負責就處理及／或符合在所有適用法律下因透過本行買賣、持有、處置或以其他方式處理證券或投資而引致或相關的任何當地、海外、或全球性的稅務事項、債務及／或責任（包括但不限於報稅、提交有關報稅表、支付任何適用的稅項、及處理任何稅務索回安排的申請）。客戶須向其稅務顧問尋求獨立的專業意見決定其就有關證券或投資的稅務情況、債務及責任。本行概不負責就該等稅務事項、債務及／或責任提供意見或處理該等稅務事項、債務及／或責任或就此提供任何服務或協助。在本第 11.7 條下，「稅務索回安排」指任何退稅、稅項減免、索回稅款差額、特惠稅項處理或類似優惠，包括任何稅項抵免、退稅、降低稅率、因本條款所載條款下所述的任何投資或交易而產生的利息、股息或任何其他分派、收益或增益的特惠稅項處理因國籍、居住地或稅收居民身分的任何轉變而產生的索回稅款差額。
- (b) 特別是客戶同意及接受，除本行另有指明外，本行或其任何代名人、託管人及／或代理在任何情況下均沒有義務或責任就任何客戶可能享有的稅務索回安排提出申請或就有關申請提供協助。客戶同意及接受本行或其代名人、託管人及／或代理均不會就失去稅務索回安排或客戶就此而招致或蒙受的任何其他損失、損害、成本及／或開支而承擔任何責任。

- (c) 儘管以上所述（但在不損害上述條文效力的情況下），如本行在其絕對酌情權下作出要求，客戶須填妥、提供資料、簽署及提交本行或其任何代名人、託管人及／或代理被任何適用司法管轄區的任何稅務機關要求的，就根據本條款及細則代客戶進行的任何投資或交易有關的任何稅務表格、證明書或文件。為該等目的，客戶同意與本行、其代名人、託管人及／或代理合作並向彼等一方或多方提供所需資料及協助。

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購買任何證券的國家。如客戶成為該等國家的居民，會立即通知本行並會在本行提出要求下出售或贖回任何有關受限制證券；
- (b) 當客戶購買或進行任何證券交易時，客戶會確保本人或其代表的任何人等並非屬於被禁止購買或進行任何證券交易的人士；
- (c) 對於有關服務，客戶是以主事人身份而行使的。

12.2 客戶確認以下的風險披露聲明：

(a) 證券交易的風險

證券價格有時可能非常波動。證券價格可升亦可跌，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) 買賣創業板證券的風險

(i) 創業板為涉及高投資風險的公司提供上市的市場。尤其是該等公司可在毋需具備盈利往績及毋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。創業板上市公司可因其新興性質以及有關公司經營業務所屬範疇或國家而產生風險。

(ii) 投資該等公司有潛在風險，客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板的較高風險性質及其他特色，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。

(iii) 創業板發布資料主要途徑為在聯交所運作的互聯網網站上公布。創業板上市公司通常毋須在憲報指定報章刊發付款公布。因此，客戶須閱覽創業板網站，方能取得創業板上市公司的最新公布資料。

(iv) 本風險披露聲明並非旨在披露創業板涉及的所有風險及其他重大方面情況。客戶展開任何買賣活動前，應自行就買賣創業板證券進行調查研究工作。

(v) 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。

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，並確保不附帶任何產權負擔或任何性質的留置權。

13.2 根據以上第 13.1 條客戶同意向本行借出證券的年期為十二個月，客戶可於期滿後以書面表示同意續期，而每次可續期十二個月。

14. 收費與費用

14.1 客戶須向本行支付服務費用。本行將於商業投資戶口開立時通知客戶支付，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託的任何其他人士在提供服務時所招致的一切其他支出。本行就此等支出的性質及金額向客戶所發出的證明書，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況下，如第 14.1 及 14.2 條所述或根據本條款所招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。出售所得的任何款項可用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任何其他性質相若的權利。

15. 扣賬權力

除任何其他權利外，本行還可由現金戶口中扣除任何交易的應付款項，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況下，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應記入現金戶口。

16. 佣金

客戶同意本行可接受任何股票經紀或包銷商或任何其他第三者因執行本條款授權的任何交易而獲得的任何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／付予客戶的任何款項在未轉入客戶現金戶口（或客戶或其中任何一位在本行的任何其他戶口）或轉予股票經紀、包銷商及／或基金公司之前所產生的任何利息。

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。惟該等通知必須於最少 30 天前發出。

17.2 本行亦可在認為發生下列任何事件時，隨時通知客戶（但如屬下文（f）分條所述的任何事件，則毋須發出任何通知），行使下文第 17.3 及 17.4 條所述的任何或全部權利及／或即時終止或暫停服務或其中任何部分的服務：

(a) 客戶違反任何條款；或

(b) 客戶或其中任何一位到期無法支付根據條款所應付的任何性質的款項、到期無法支付任何購買款項或到期無法支付應付本行的任何性質的任何其他款項；或

(c) 客戶或其中任何一位提出破產或清盤申請或展開任何類似訴訟；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，必須或適宜終止的任何其他事宜或事件，包括任何監管規定的出現。

- 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) 行使其在下文第 17.4 條下的任何權利。
- 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任何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、欠付或應付本行的任何其他款項（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 即使終止任何服務及取回任何證券（無論是否在終止服務之後），本行仍有權結算在終止服務前進行的任何交易或結算客戶根據條款所招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報價準確及可信，惟無法保證該等報價絕對準確，同時亦不會就任何偏差或遺漏所引致的任何損失或損害承擔責任（無論是侵權、合約或其他方面的責任）。
- 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，對本行或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至本行或本行代理人完成任何有關買賣之間的一段時間內，有關證券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）予任何其他人士；
 - (b) 利用或准許利用該等報價（或任何部分）作任何非法用途；
 - (c) 利用該等報價（或任何部分）作非客戶本身的私人用途；或
 - (d) 利用該等報價（或任何部分）進行任何非本行經手的證券交易或買賣。

19. 管轄法律

- 19.1 本條款及細則受香港特別行政區法律管轄並必須按香港特別行政區法律解釋。
- 19.2 除本行及客戶以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

20. 關於個人資料（私隱）條例（「該條例」）的通知

收集資料

- (a) 本行可就本通知列明的用途收集客戶及其他個別人士的資料。該等客戶及其他個人可包括下列各類或任何一類人士（統稱「閣下」、「閣下的」）：
- 銀行或金融服務的申請人；
 - 為欠本行的責任提供或擬提供擔保或抵押的人士；
 - 非個人客戶或申請人的關連的人士，包括該客戶或申請人的實益擁有人及人員，或（如屬信託）則包括信託的受託人、財產授予人、保障人及受益人；及
 - 與本行跟客戶關係有關的其他人士，包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「**信貸資料服務機構**」））。
- (b) 若未有向本行提供本行要求的資料，本行可能會無法向閣下或與閣下關連的客戶或申請人提供（或繼續提供）產品或服務。
- (c) 資料可：
- (i) 直接從閣下、或從代表閣下的人士或從其他來源收集；及
 - (ii) 與滙豐集團成員（「**滙豐集團**」）及任何「**滙豐集團成員**」指滙豐控股有限公司及／或其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處）獲取的其他資料組合。

使用資料

- (d) 本行可使用資料作下列用途（或其中任何一項），用途可隨閣下與本行的關係性質而有所不同：
- (i) 考慮及處理對產品及服務的申請及用於產品及服務的日常運作（包括為閣下或與閣下關連的客戶提供信貸服務）；
 - (ii) 於適當時進行信用檢查（包括申請信貸（包括樓宇按揭貸款）時及進行通常每年一次或多於一次的信貸檢討時）；
 - (iii) 設立及維持本行的信貸和風險相關準則；
 - (iv) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「**信貸提供者**」）進行信用檢查及追討欠債；
 - (v) 確保閣下維持可靠信用及良好聲譽；
 - (vi) 設計供閣下使用的財務產品及服務（包括保險、信用卡、證券、商品、投資、銀行及有關產品及服務）；
 - (vii) 促銷下列第 (f) 段所述的產品、服務及其他標的；
 - (viii) 確定虧欠閣下或閣下虧欠的負債金額；
 - (ix) 行使本行與閣下的合約賦予的權利（包括向閣下追收欠款）；
 - (x) 為遵守下列各事項或與該等事項有關而履行本行或任何滙豐集團成員的責任、要求或安排（不論強制或自願性質）：
 - (1) 現在及將來於香港特別行政區（「**香港**」）境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度（「**法律**」）（例如《稅務條例》及其條文，包括關於自動交換財務賬戶資料的條文）；
 - (2) 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關，或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求（例如稅務局所提供或發出的指引、指導或要求，包括關於自動交換財務賬戶資料的指引、指導或要求），及任何國際指引、內部政策或程序；

- (3) 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關，或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關，或財務服務供應商的自律監管或行業組織或協會或其任何代理（統稱及各稱「**權力機關**」）由本行或任何滙豐集團成員承擔的、向本行或任何滙豐集團成員施加的或適用於本行或任何滙豐集團成員的任何現在或將來的合約或其他承諾；或
- (4) 權力機關之間的任何協議或條約；
- (xi) 按滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案，遵守於滙豐集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
- (xii) 採取任何行動以遵守本行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求：偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及／或規避或違反有關此等事宜的任何法律的任何行為或意圖；
- (xiii) 遵守本行或任何滙豐集團成員的任何責任，以符合權力機關的任何指令或要求；
- (xiv) 讓本行全部或任何部分業務及／或資產的實際或建議受讓人（等）、或本行就閣下的權利的參與人（等）或附屬參與人（等）可以評核擬成為轉讓、參與或附屬參與的交易，及讓實際受讓人（等）在運作被轉讓的業務或權利中使用閣下的資料；及
- (xv) 與上述用途有關的任何其他用途。

披露資料

- (e) 本行或滙豐集團成員持有的資料將予保密，但本行或滙豐集團成員可能會把資料提供給下列各方或任何一方作上列第 (d) 段列明的用途（不論在香港境內或境外）：
 - (i) 滙豐集團的任何代理、承包商、次承包商或聯營人士（包括其僱員、職員、代理人、承包商、服務供應商及專業顧問）；
 - (ii) 任何向本行或任何滙豐集團成員提供與本行業務運作或維持有關的服務的第三者服務供應商（包括其僱員及職員）；
 - (iii) 任何權力機關；
 - (iv) 任何對本行或任何滙豐集團成員有保密責任及已承諾保密該等資料的人士；
 - (v) 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）；
 - (vi) 代表閣下行事而提供其資料的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司（如該等證券由本行或任何滙豐集團成員持有），或向任何客戶的戶口作出任何付款的人士；
 - (vii) 信貸資料服務機構包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及在出現欠賬時，將該等資料提供給收數公司；
 - (viii) 本行或任何滙豐集團成員就有關上列第 d(x)、d(xi) 或 d(xii) 段列明的用途而有責任或必須或被預期向其作出披露的任何人士；
 - (ix) 本行的任何實際或建議受讓人（等）或本行就閣下的權利的參與人（等）或附屬參與人（等）或承讓人（等）；
 - (x) 任何為閣下對本行的責任提供或擬提供擔保或抵押的人士；及
 - (xi)
 - (1) 任何滙豐集團成員；
 - (2) 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三者獎賞計劃、年資計劃、合作品牌計劃及優惠計劃供應商；
 - (4) 本行或任何滙豐集團成員的合作品牌夥伴（在申請有關產品及服務（視情況而定）時會提供合作夥伴名稱）；
 - (5) 慈善或非牟利機構；及
 - (6) 為達至上列第 (d)(vii) 段列明的用途而被本行或任何滙豐集團成員僱用的第三者服務供應商。

有關資料可能在香港境內轉移或被轉移至香港境外。

向信貸資料服務機構及收數公司提供資料

- (A) 本行可能向信貸資料服務機構提供下述關於閣下的資料（不論以閣下個人名義或與他人聯名）：
 - (i) 全名；
 - (ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人）；
 - (iii) 香港身分證號碼或旅遊證件號碼或公司註冊證書號碼；
 - (iv) 出生日期或公司成立日期；
 - (v) 通訊地址；
 - (vi) 就每宗按揭的按揭戶口號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭戶口狀況（如：生效、已結束、已撇賬）；及
 - (ix) 就每宗按揭的按揭戶口結束日期（如適用）。

信貸資料服務機構會使用上述資料統計閣下（以借款人、按揭人或擔保人身分，及不論以本人或公司單名或與其他人士聯名方式）不時於信貸提供者持有按揭的宗數，並存於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用。
- (B) 閣下可以指示本行向有關信貸資料服務機構要求從其資料庫刪除有關任何已經全數清還而終止的信貸戶口資料，惟該信貸在終止前緊接的五 (5) 年內須根據本行的紀錄未有欠賬逾期超過六十 (60) 日。
- (C) 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計六十 (60) 日屆滿前全數清還或撇賬（因破產令導致除外），否則閣下的戶口還款資料可以由信貸資料服務機構保留五 (5) 年（自欠賬全數清還當日起計）。
- (D) 若任何款項因針對閣下頒布的破產令而撇賬，則閣下的戶口還款資料可以由信貸資料服務機構保留直至下述較早發生者為止：(i) 欠賬全數清還當日起計五 (5) 年屆滿之日，或 (ii) 閣下獲解除破產令之日起計五 (5) 年屆滿之日（閣下須提出證據通知信貸資料服務機構）。
- (E) 為上列第 C 及 D 段目的，戶口還款資料即上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料（即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還重要欠賬的日期，即是指拖欠還款超過六十 (60) 日的欠賬（如有））。

在直接促銷中使用資料

- (f) 如閣下為本行客戶，本行擬把閣下的資料用於直接促銷，而本行為該用途須獲得閣下同意（包括表示不反對）。請注意：
- (i) 本行可能把本行不時持有閣下的姓名、聯絡資料、產品及其他服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的產品、服務及標的：
 - (1) 財務、保險、信用卡、銀行及相關產品及服務；
 - (2) 獎賞計劃、年資計劃、合作品牌計劃或優惠計劃及相關產品及服務；
 - (3) 本行合作品牌夥伴提供的產品及服務（在申請有關產品及服務（視情況而定）時會提供合作品牌夥伴名稱）；及
 - (4) 為慈善及／或非牟利用途的捐款及捐贈；
 - (iii) 上述產品、服務及標的可能由本行及／或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 任何滙豐集團成員；
 - (2) 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三者獎賞計劃、年資計劃、合作品牌計劃或優惠計劃供應商；
 - (4) 本行及任何滙豐集團成員的合作品牌夥伴（在申請有關產品及服務（視情況而定）時會提供合作品牌夥伴名稱）；及
 - (5) 慈善或非牟利機構；
 - (iv) 除由本行促銷上述產品、服務及標的以外，本行亦可將上列第 (f)(i) 段所述的資料提供予上列第 (f)(iii) 段所述的全部或任何人士，以供該等人士在促銷該等產品、服務及標的中使用，而本行為此用途須獲得閣下書面同意（包括表示不反對）；及
 - (v) 本行可能因如上列第 (f)(iv) 段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於上列第 (f)(iv) 段所述徵求閣下同意或不反對時通知閣下。

如閣下不希望本行如上述使用閣下的資料或將閣下的資料提供予其他人士作直接促銷用途，閣下可通知本行行使閣下的選擇權拒絕促銷。

使用本行應用程式介面（「API」）向第三方服務供應商轉移個人資料

- (g) 本行可根據閣下向本行或閣下使用之第三方服務供應商所發出的指示，使用本行的 API 向第三方服務供應商轉移客戶的資料，以作本行或第三方服務供應商所通知閣下的用途及／或閣下根據該條例所同意的用途。

提供他人的資料

- (h) 如閣下向本行提供其他人士的資料，閣下應向該人士提供本通知的副本，並應特別告知該人士本行可如何使用其資料。

查閱資料要求

- (i) 閣下有權：
- (i) 查核本行是否持有閣下的資料及查閱該等資料；
 - (ii) 要求本行改正任何有關閣下的不準確的資料；
 - (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；及
 - (iv) 在與個人信貸有關的情況下，要求獲告知哪些資料會向信貸資料服務機構或收數公司例行披露，並獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求。
- (j) 根據該條例的條文，本行有權就處理任何查閱資料的要求收取合理費用。
- (k) 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，閣下應向本行的資料保護主任提出，其地址為：
- 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
電郵：dfv.enquiry@hsbc.com.hk
- (l) 本行或向信貸資料服務機構索取有關閣下的信貸報告以考慮任何信貸申請。假如閣下有意查閱有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
- (m) 本通知不會限制閣下作為資料當事人在該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。

22. 受信關係

倘本行作為客戶資產（如有）的託管人或可酌情管理客戶資產（如有），除非本條款另有任何其他規定或客戶與本行另有任何其他安排，否則客戶確認：

- (a) 本行提供的該等服務不構成本行與客戶之間的關係；及
- (b) 本行在任何情況下均毋須採取任何可能將本行歸類為客戶的受信任人之行動。

注意：中英文本如有歧義，概以英文本為準。