



TERMS AND CONDITIONS OF ~~BANKING SERVICE~~ AND INVESTMENT SERVICE

PART I GENERAL PROVISIONS FOR ~~BANKING SERVICE~~ AND INVESTMENT SERVICE
**(The revised “TERMS AND CONDITIONS OF BANKING SERVICE”
is effective from 10 May 2021)**

These General Provisions are applicable to ~~Banking Service~~ and Investment Service.

~~1. DEFINITIONS AND INTERPRETATIONS~~

~~1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: –~~

- ~~“Account” means any one or more or all of the Bank Account and/or the Investment Account and/or other forms of accounts now or hereafter maintained in your name with us.~~
- ~~“Account Mandate” means account opening forms, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by us in connection with the operation of the Account.~~
- ~~“Aggregate Amount” means the aggregate amount of money to be deposited with us by certain depositors for investment in the Structured Deposit which is the minimum amount required for each launch of the Structured Deposit as determined by us from time to time.~~
- ~~“Agreement” means the agreement for the Banking Service and/or the Investment Service entered into between you and us in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and other documents signed by you to us in respect of the Banking Service and/or the Investment Service.~~
- ~~“Application Form for SD” means the application form(s) or such other documents specified by us to be signed by you to signify your agreement to invest in the Structured Deposit.~~
- ~~“Associate” means a company or body corporate which is our direct or indirect holding companies, subsidiaries, affiliated companies or our other branches in Hong Kong or elsewhere.~~
- ~~“Authorized Signatory” means the person(s) authorized and empowered by you and accepted by us to give instruction to deal with all matters in connection with the operation of the Bank Account and/or the Investment Account or the using the Service subject to such change as may be agreed by us from time to time.~~
- ~~“Authorized User” means, in relation to a non personal client, the person(s) designated by the account holder to use the Internet/Phone Banking Services subject to these Terms and Conditions.~~
- ~~“Bank Account” means any one or more or all of the bank account(s) including, without limitation, savings account, current account, time deposit account, reserve account, accounts comprising HKD Savings Account, HKD No Passbook Savings Account, USD Current Account, USD Savings Account, USD No Passbook Savings Account, JPY No Passbook Savings~~

~~Account, NZD No Passbook Savings Account, GBP No Passbook Savings Account, EUR No~~

~~Passbook Savings Account, AUD No Passbook Savings Account, Other Foreign Currency No Passbook Savings Account and any other similar forms of accounts (other than the Investment Account) now or hereafter maintained in your name with us.~~

“Banking Service”	means the services in respect of Bank Account or any other similar forms of accounts (other than Investment Account) and the Internet/Phone Banking Services provided or to be provided by us to you from time to time.
“Business Day”	means any day upon which licensed banks in Hong Kong are open for business excluding Saturday and Sunday, unless otherwise provided.
“CCASS”	means the Central Clearing and Settlement System established and operated by HKSCC.
“CCASS Depository”	means such person appointed by HKSCC to perform the depository and custodian services in CCASS.
“CCASS Nominee”	means the nominee company of HKSCC or such other person appointed by HKSCC to provide the nominee services in CCASS.
“Clearing House”	means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.
“Correspondent Agent”	means anyone who acts as our agent in effecting transactions or clearing the same in Hong Kong or elsewhere, including, without limitation, correspondent bank, any member of an Exchange or a Clearing House.
“Designated Account”	means all accounts registered and/or accessible under the Internet/Phone Banking Services and in the case of a non-personal client, includes any account (whether in the name of you or the Authorized User).
“Eligible Securities”	means such securities which is from time to time designated and accepted by HKSCC for deposit, clearance and settlement in CCASS.
“Exchange”	means SEHK and any Foreign Stock Exchange.
“Foreign Stock Exchange”	means a stock exchange which is permitted to operate in a country or territory.
“Fund”	means any unit trust, investment fund or mutual fund or other collective investment scheme in respect of which we may from time to time agree to provide services to you as your agent in accordance with the provisions of Part 5 hereof.
“Fund Representative”,	means, in relation to any of the Fund, any manager, trustee, distributor, agent or representative of that Fund.
“HKSCC”	means the Hong Kong Securities Clearing Company Limited.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong Dollars”	means the lawful currency for the time being of Hong Kong.
“Internet/Phone Banking Services”	means internet banking and/or telephone banking services provided by us to you from time to time.

“Investment Account”	means any one or more or all of the investment account(s) for dealing with mutual fund/unit trust, securities trading, derivative or structured product or other investment products and integrated investment account for dealing with mutual fund/unit trust, securities trading, derivative or structured product and any other similar forms of accounts (other than the Bank Account) now or hereafter maintained in your name with us.
“Investment Service”	means the services in respect of the Investment Account or any other similar forms of investment accounts (other than the Bank Account) provided or to be provided by us to you from time to time.
“OTC Market”	means the over the counter market.
“Placement Period”	means the period during which the Aggregate Amount is required to be collected from the investors who are interested in investing in the Structured Deposit as prescribed by us from time to time.
“Securities”	has its meaning as given under the Securities and Futures Ordinance.
“SEHK”	means the Stock Exchange of Hong Kong Limited.
“Service”	means the Banking Service, the Investment Service and, where the context requires, the Internet/Phone Banking Services or any one of them.
“Signature Arrangement”	means the signing arrangement of person(s) with authority to operate the Account and/or use the Service subject to change from time to time and accepted by us.
“Specimen Signature”	means the signature specimen of the person(s) with authority to operate the Bank Account and/or the Investment Account or use the Service.
“Structured Deposit”	means any or more or all of the index linked, currency-linked, interest linked, equity linked, credit linked or any other forms of the structured deposits provided or to be provided by us to you from time to time.
“Structured Product”	means the structured financial product or instrument that combines two or more financial products or instruments with at least one derivative product or instrument.
“Structured Product means any transaction of the Structured Product entered Transaction”	into by you pursuant to the Agreement.
“Units”	means shares or units of any class in a Fund.

~~1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.~~

~~1.3 References in these Terms and Conditions to clauses and sub clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub clauses to these Terms and Conditions.~~

~~1.4 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.~~

~~1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.~~

~~1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.~~

~~1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.~~

~~1.8 References in these Terms and Conditions to “we” or “us” are to be construed as references to “Hua Nan Commercial Bank, Hong Kong Branch” and references to “our” are to be construed accordingly. References in these Terms and Conditions to “you” are to be construed as references to the client(s) who maintain(s) the Account with or use(s) the Service provided by “Hua Nan Commercial Bank, Hong Kong Branch” from time to time and references to “your” are to be construed accordingly.~~

~~2. PROVISION OF SERVICE~~

~~2.1 We shall in our absolute discretion provide you with one or more or all of the Banking Service and/or the Investment Service and/or the Internet/Phone Banking Services (as the case may be) in accordance with these Terms and Conditions.~~

~~2.2 The Service shall be provided to you within the office hours as determined by us from time to time in our absolute discretion. We are entitled to withdraw, cancel or revoke the Banking Service, the Investment Service or the Internet/Phone Banking Services at any time in whole or in part.~~

~~2.3 Without prejudice to the foregoing provisions, we reserve our right to expand, modify, adjust or reduce the scope of the Service provided to you by us from time to time provided always that due notice in relation to such expansion, modification, adjustment or reduction will be given to you in accordance with all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.~~

~~3. INSTRUCTIONS~~

~~3.1 You undertake to give instructions to deal with all the matters relating to the Account in accordance with the Account Mandate, the Specimen Signature and the Signature Arrangement from time to time provided to us by you.~~

~~3.2 We shall be entitled to act upon instructions we genuinely believe to be given by you or the Authorized Signatory. Once given instructions may only be cancelled, withdrawn, altered or amended in whole or in part with our prior written consent.~~

~~3.3 We may in our absolute discretion refuse to accept or act in accordance with any instruction without giving any reason therefor. If we decline an instruction we will take all reasonable steps to notify you promptly of this but we will not be liable for any failure to do so.~~

~~4. AUTHORIZED SIGNATORY~~

~~4.1 You are obliged to notify us in writing and provide us with the Authorized Signatory’s particulars and the Specimen Signature(s) together with all other information as prescribed by us. Unless otherwise agreed between you and us in writing, the Authorized Signatory is authorized to give instruction to deal with all the matters or transactions in relation to the Account and the Service in accordance with the Account Mandate, the Specimen Signature and the Signature Arrangement except for:—~~

- ~~(i) the application for opening of new account or new services;~~
- ~~(ii) any change of the Authorized Signatory or the Signature Arrangement;~~
- ~~(iii) any change of the correspondence address, contact number or other personal particulars of the account holder(s);~~
- ~~(iv) closing any or all accounts;~~

- (v) application or cancellation of the facsimile authorization; and
 - (vi) any event, which we have reasonably believed, beyond the duty of Authorized Signatory.
- 4.2 ~~Unless otherwise agreed between you and us in writing, any change in, addition to or revocation of the Authorized Signatory and, the Specimen Signature(s) or the Signature Arrangement shall not take effect unless and until we shall have actually received such documents and/or authorizations in the form and substance satisfactory to us and reasonable opportunity to respond such change, addition or revocation.~~
- 4.3 ~~Unless otherwise agreed between you and us in writing, any effective change in, addition to or revocation of the Authorized Signatory, the Specimen Signature(s) or the Signature Arrangement shall apply to all of the Account or the Service.~~
- 4.4 ~~When any one or more or all of the account holders or the users of the service die(s), any act, thing, deed or matter made or done by us pursuant to the requests, instructions or directions of the Authorized Signatory or any of them after such death but before the actual receipt of notice in writing thereof by us shall be absolutely and conclusively binding on the account holder or the user of the service, his estate and personal representative and any party or parties claiming through or under the account holder or the user of the service or any one or more of them.~~
- 4.5 ~~The surviving account holder agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Signatory in accordance with the preceding sub-clause 4.4 and acknowledges that the same shall be at all times be absolutely and conclusively binding on you.~~
- 4.6 ~~Subject to any claim or objection on the part of the competent authority, we may hold upon client's death any credit balance of any of the Account and any securities, deeds boxes, parcels and their contents, and property of any description held in client's name to the order of client's legal personal representative(s) without prejudice to any right we may have in respect thereof, arising out of any lien, charge, pledge, set off, counterclaim or otherwise whatsoever and take any step or legal proceedings for the account of and at the expense of your personal estate which we may in our absolute discretion deem desirable in view of any claim by any person other than your legal personal representative(s).~~

~~5. EXCLUSION OF LIABILITY~~

5.1 ~~To the extent permitted by law, we shall not accept any liability for any loss or damage suffered or sustained by you directly or indirectly in connection with:—~~

- (i) ~~the cancellation or termination of all or any of the Account;~~
- (ii) ~~the modification, adjustment or reduction of the scope of the Service;~~
- (iii) ~~the cancellation, withdrawal, revocation or suspension of your transactions or any failure to execute or effect transactions or orders from you where it is attributable to any circumstances or events beyond our control;~~
- (iv) ~~any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of your instructions or other information howsoever caused;~~
- (v) ~~leakage of instruction or information relating to you by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from us or our agents or any other third party;~~
- (vi) ~~any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond our reasonable control; and~~
- (vii) ~~any transaction effected as a result of a forged instruction or any other fraudulent conduct.~~

5.2 ~~To the extent permitted by law, we shall not be liable to or responsible for any loss or damage you sustain or suffer directly or indirectly arising out of any act or omission of any Correspondent~~

~~Agent, counter party, custodian, sub-custodian, professional advisors, brokers, dealers, agents or of any party contracted or retained for the purposes hereunder.~~

~~6. LIABILITY INDEMNITY AND WARRANTY~~

~~6.1 To the extent permitted by law, our liability to you for any neglect or default on the part of us shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.~~

~~6.2 You represent and warrant (which representations and warranties shall be deemed to be repeated by you on each date on which transaction is entered into under the Agreement) that:–~~

- ~~(i) you have full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform your obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;~~
- ~~(ii) any such execution, delivery and performance will not violate or conflict with any law applicable to or binding on you or oblige you to create any lien, security interest or encumbrance on your asset;~~
- ~~(iii) all governmental, regulatory and other consents that are required to have been obtained by you in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been complied with;~~
- ~~(iv) the obligations under the Agreement constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms;~~
- ~~(v) you will comply with all laws, rules, regulations, guidelines, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of you and us from time to time;~~
- ~~(vi) you will promptly give or procure to be given to us such information and assistance as we may require to enable us to assist or achieve compliance with any of the obligations under the Agreement; and~~
- ~~(vii) where the Account is a client account, you have put in place reliable system to verify client identity and proper systems and controls to allocate funds in the pooled account to the individual underlying clients. Further, you are satisfied as to the source of the funds used to open the Account or passing through the Account.~~

~~6.3 You warrant and undertake to ratify and confirm at our request any act, deed, thing or matter lawfully done or caused to be done by us in the proper performance of our duties or obligations hereunder.~~

~~6.4 You warrant and undertake to keep us and our agents, employees and Correspondent Agent fully and effectively indemnified against all costs, charges, liabilities and expenses whatsoever incurred by us pursuant to or in connection with our lawful acts hereunder.~~

~~7. TERMINATION AND SUSPENSION~~

~~7.1 Without prejudices to the generality of the other provisions herein, we may in our absolute discretion terminate one or more or all of the Account and/or the Service at any time without prejudice to the continuation of the operation of any or more of the Account and/or the use of the Service provided always that we shall serve you a written notice of our intention to terminate not less than 30 days prior to the date of termination.~~

~~7.2 Where we genuinely believe that the relevant Account or Service is being operated or used for criminal or other unlawful purposes, we are entitled to terminate the same forthwith without notice to you.~~

~~7.3 We reserve our right to suspend the Account and/or the Service upon occurrence of any one of the following events:–~~

~~(i) — we have notice of irregularity (either actual, constructive or otherwise) in connection with the operation and maintenance of the Account and the use of the Service; (ii) — we receive conflicting instruction(s) from you or the Authorized Signatory; and (iii) — appearance of any disputes involving interest of the Account.~~

~~7.4 — Termination or suspension of the Account and/or the Service pursuant to this Clause 7 shall be:~~

- ~~(i) without prejudice to any transaction which has already been initiated by you but remains outstanding or uncompleted at the time of termination or suspension;~~
- ~~(ii) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and~~
- ~~(iii) without penalty or other additional payment save that you will pay: (a) — all — outstanding fees, expenses and charges under the Agreement;~~
- ~~(b) any additional expenses incurred by us in connection with termination or suspension; and~~
- ~~(c) any loss necessarily realized in settling or concluding outstanding obligations under the Account and/or the Service.~~

~~7.5 You may terminate any of the Account and/or the Service upon such prior written notice and in such manner as prescribed by us in our absolute discretion from time to time.~~

~~8. LIEN SET OFF AND CONSOLIDATION~~

~~8.1 In addition and without prejudice to any general or banker's lien, right to set off or similar rights to which we are entitled by law, we for ourselves or as agent for any of Associate may at any time and without notice to you:~~

- ~~(i) combine or consolidate all accounts including the Bank Account, the Investment Account or any other account either individually or jointly with others, maintained with us and/or Associate and we may set off or transfer all or any Securities, assets, monies or other property in any such accounts to honour obligations or satisfy liabilities on your part due and owing to us or any of Associate, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and~~
- ~~(ii) if any sum is due but remains unpaid hereunder, retain all or any Securities, asset, monies or other property whatever and wherever situate which may be deposited with or otherwise held by us and/or Associate for or in your name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as we shall determine and, for this purpose, we may retain such agent or broker and apply the proceeds thereof to set off any or all sums due and owing under the Agreement after full deduction of all costs and expenses.~~

~~8.2 We may at any time in our absolute discretion convert any sum in the Account or under the Service into any currency by any lawful means and at the prevailing rate of exchange as determined by us on the day of passing the entry for the purpose of combination, consolidation or set off without reference to you.~~

~~9. NO DEDUCTION~~

~~9.1 Any sums payable by you to us under the Agreement shall be paid to us in the agreed currency or otherwise as we may from time to time prescribe in full clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.~~

~~10. FEES, INTEREST AND ETC.~~

~~10.1 We have rights to impose or levy such fees, charges and/or commissions for the operation of any of the Account or provision of any of the Service to you at such rate as prescribed by us in any~~

~~schedule of fees, charges and commissions published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to you. Such schedule of fees, charges and commissions shall be made available to you upon your request.~~

- 10.2 ~~You shall pay to us all interest accrued on all sums payable by you to us calculated from the due date to the date of actual payment at such rate as prescribed by us and the interest shall be computed on the basis of the actual number of days elapsed in a 365-day year or a 360-day year in accordance with our prevailing practice for the relevant currency.~~

~~11. STATEMENTS AND CONFIRMATIONS~~

11.1 ~~You are required to examine and verify the correctness and accuracy of each and every entry in any advice, statement or confirmation issued by us to you in relation to any transactions and/or the incidental matters and to notify us immediately in writing of any entry which you consider wrongful, irregular and/or unauthorized. All the entries demonstrated in such advice, statement or confirmation are treated as correct, regular and authorized unless we shall have actually received the notice to dispute accuracy, regularity or authority within 90 days of the date of issuance of the advice, statement or confirmation.~~

11.2 ~~Notwithstanding the provisions of the preceding sub-clause 11.1, you have right of recourse against:~~

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- ~~(i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill;~~
- ~~(ii) unauthorized transaction arising from forgery or fraud by any of our employees or agents ;~~
~~and~~
- ~~(iii) other unauthorized transactions arising from negligence or wilful default on the part of us.~~

~~12. CONCLUSIVE EVIDENCE~~

12.1 ~~Except for manifest error, the books, records and notes kept by us (including, without limitation, tape recording and any handwritten information recorded by our employees or agents in the course of their dealing with you) in respect of the Account and/or Service shall be conclusive evidence for all purposes.~~

~~13. JOINT AND PARTNERSHIP ACCOUNT~~

13.1 ~~Unless otherwise provided, this Clause 13 shall apply where the account holder or the user of the service consists of more than one person such as joint account holders, trustees or personal representatives.~~

13.2 ~~Where the Account consists of more than one person or the user of the service is more than one person, all of account holders or service users will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement.~~

13.3 ~~Unless otherwise agreed between you and us in writing:—~~

- ~~(i) each joint account holder of the Account or user of the Service will have sole authority on behalf of all the joint account holders or service users to deal with us fully and completely without any notice to the other joint account holders or service users;~~
- ~~(ii) any of the joint account holders or service users may give us an effective and final discharge in respect of any of our obligations or liabilities hereunder; and~~
- ~~(iii) any notice or communication given to one of the joint account holders or service users shall be deemed to be given to all.~~

~~13.4 On the death of any of the account holders or the service users, the Agreement will not terminate but remain in full force and effect and binding on the surviving account holder(s) or the service users unless otherwise agreed between you and us in writing. Further, all rights and interests of and in the Account and the Service will be vested in the survivor(s) under the Account or the Service by operation of the rule of survivorship.~~

~~13.5 Notwithstanding the foregoing provisions, we reserve our right:~~

- ~~(i) to require joint instructions from some or all of the joint account holders or the service users before taking any action under the Agreement; and~~
- ~~(ii) if we receive instructions from any one of the joint account holders or the service users which are not consistent with other instructions, to advise one or more joint account holders or service users of such conflict or inconsistency and/or take no action on any such instructions until we receive further instructions in the form and substance satisfactory to us.~~

~~13.6 If you are a partnership, the following provisions shall apply:~~

- ~~(i) unless otherwise agreed by us, your partnership agreement, if any, will not bind us irrespective of whether or not we have notice thereof and the operation of a partnership account and the use of the Service by a partnership business are governed by and subject to these Terms and Conditions;~~
- ~~(ii) all partners will be jointly and severally responsible for their obligations and liabilities under the Agreement;~~
- ~~(iii) notwithstanding any change in your constitution, the remaining partners will have full power and authority to deal with the Account or use the Service until we shall have actually received the notice of change; and~~
- ~~(iv) unless otherwise agreed by us, you will give us a new Account Mandate and open a new account upon any change of constitution.~~

~~14. CONFIDENTIALITY AND OUTSOURCING~~

~~14.1 We shall keep confidential all information relating to the Account and/or the Service provided that we may disclose any such information incidental thereto to the regulators or law enforcement agency as and when required and to any of our branches and/or Associate for the purpose of providing services to you from time to time without any prior consent from you.~~

~~14.2 Where you are an individual, we are subject to the Personal Data (Privacy) Ordinance regulating the use of personal data and the Data Privacy Policy Statement issued by us.~~

~~14.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we have right:~~

- ~~(i) to delegate any of our functions under the Agreement to any of Associate or our authorized agent for performance of such functions without further notice to you.~~
- ~~(ii) to outsource the Service in whole or in part to Associate, our agent or such other party in Hong Kong or elsewhere in such a manner as we shall consider appropriate while we remain responsible for such outsourced activities.~~

~~15. CONFLICT OF INTEREST AND DISCLOSURE~~

~~15.1 In relation to any transaction, we and/or Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to transaction directly or indirectly (the "Material Interest"). We shall take reasonable steps to ensure fair treatment for you in relation to any of such transaction subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.~~

~~15.2 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we shall be entitled to give advice or make recommendation to you or enter into transaction for or with you or act as your agent or provide the Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to you any profit arising therefrom.~~

~~15.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from you or by reason of any of the Material Interest or otherwise) by us by reason of any services provided for transaction.~~

~~16. DEBT COLLECTION~~

~~16.1 We have absolute right to engage debt collection agent(s) to collect any sum due to be paid to us by you under the Agreement. You are hereby warned that, to the extent permitted by law, you shall indemnify and keep us indemnified on a full indemnity basis from and against all costs, fees and expenses which we may reasonably incur in engaging the debt collection agent(s).~~

~~17. FORCE MAJEURE~~

~~17.1 While we agree to use our best endeavour to honour our obligations in a timely manner, we will not be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond our reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.~~

~~18. WAIVER~~

~~18.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of us of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by us.~~

~~19. SUCCESSORS AND ASSIGNS~~

~~19.1 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.~~

~~19.2 You agree that you will not assign any of your rights, interest, powers, obligations or liabilities under the Agreement.~~

~~19.3 We may at any time assign all or any of our rights or benefits hereunder and in that event the assignee shall have the same rights or benefits against you as he would have had as if the assignee had been a party hereto and you waive and renounce all your rights, if any, to challenge the validity of any such assignment by way of this sub clause 19.3.~~

~~20. SEVERABILITY~~

~~20.1 If at any time any provision of this Agreement is prohibited by law or judged by court to be illegal, void, invalid or unenforceable in any respect, that provision shall, to the extent required, be severed from this Agreement and rendered ineffective without modifying the remaining provisions of this~~

~~Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.~~

~~21. AMENDMENT~~

~~21.1 You agree and accept that, subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, we may unilaterally amend the terms and conditions of these Terms and Conditions upon giving you a notice of the changes in writing by way of displaying the same in a prominent position of our office premises or such other manner as we shall in our absolute discretion consider fit.~~

~~22. CURRENCY EXPOSURE~~

~~22.1 For any transaction effected under the Account or in respect of the Service in foreign currencies, you acknowledge that profits or losses may arise as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.~~

~~23. TIME OF ESSENCE~~

~~23.1 Time shall be of the essence for the purposes of any provision of this Agreement.~~

~~24. PROVISION AND CHANGE OF INFORMATION~~

~~24.1 You confirm and acknowledge that any information which you provide to us is true, complete, accurate and updated and you agree to provide any further information properly required by any competent authority from time to time.~~

~~24.2 You and we undertake to inform each other of any material change to the information provided in the Agreement. In particular, you and we agree that: –~~

- ~~(i) we shall notify you of any material change to our business which may affect the Service rendered to you by us; and~~
- ~~(ii) you will notify us of any change of name, address, particulars and information and provide such supporting documents as reasonably required by us.~~

~~25. CONFLICT~~

~~25.1 In the event of any difference between the Chinese and English versions of these Terms and Conditions, you and we agree that the English version shall prevail.~~

~~26. MISCELLANEOUS PROVISIONS~~

~~26.1 In providing the Service or entering into the transactions hereunder, we or our agent may need (but not obliged) to record verbal instructions received from you and/or any verbal communications between you and us in relation to any of the Service by such means as we shall consider fit.~~

~~26.2 We are entitled to destroy any documents relating to the Account or the Service after microfilming or scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.~~

~~26.3 If you lose the identity document, seal or chop used for giving instructions to us in respect of the Service, you are obliged to forthwith notify us in writing. We accept no responsibility for any payment made or transaction executed against the above documents, seal or chop before we have actually received such written notice and have reasonable opportunity to respond.~~

~~26.4 Where you consist of more than one person, the representations, the warranties, the undertakings and the indemnities on your part shall be given jointly and severally.~~

~~27. NOTICE~~

~~27.1 A notice or demand by us under the Agreement may be served by post, personal delivery, cable, telex, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non delivery notwithstanding) and if by personal delivery, cable, telex, electronic mail or facsimile transmission at the time on the day of such personal delivery, cable, telex, electronic mail or facsimile transmission if addressed to you or the legal or personal representative(s) of you at the last known address according to our record.~~

~~27.2 A notice by you or your legal representative(s) or your estate may be served by post, personal delivery, cable, telex or facsimile transmission at the registered office or last known address of us but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by us.~~

~~28. GOVERNING LAW AND JURISDICTION~~

~~28.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non exclusive jurisdiction of the Hong Kong Courts but we shall be entitled to enforce the Agreement in courts of other competent jurisdiction as we may select.~~

~~PART II GENERAL PROVISIONS FOR BANKING SERVICE~~

~~**These General Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.**~~

~~1. COLLECTION~~

~~1.1 We may in our absolute discretion decline or accept an instrument for collection or clearing purpose for you. If we accept an instrument for collection, you will pay us collection charges as prescribed by us together with expenses incidental thereto.~~

~~1.2 We may in accordance with the prevailing banking practice decline to accept an instrument for collection or clearing purpose for you. In particular, without limitation, we are entitled to refuse to accept an instrument for collection or clearing purpose if:~~

- ~~(i) the name of the payee thereof is not in conformity with your name;~~
- ~~(ii) the named payees of that instrument to be collected and/or cleared do not comprise all the account holders; or~~
- ~~(iii) other reasonable cause.~~

~~1.3 Any clearing instrument deposited after the cut off time as reasonably prescribed by us will be treated as received on the immediately succeeding Business Day. Where it is deposited for clearing before the cut off time, interest will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut off time. If the clearing instrument is dishonoured, the interest will be reversed.~~

~~2. REMITTANCE~~

~~2.1 To the extent permitted by law, we are not liable to any delay or failure in executing remittance instructions for you. No undertaking or warranty is given as to when Correspondent Agent will~~

~~pay the remitted amount to the beneficiary under a remittance. Further, we accept no liability for any delay in or failure for paying the sum remitted to the beneficiary by our correspondent bank(s).~~

~~2.2 Unless otherwise agreed between you and us in writing, a remittance will be made in the currency of the country to which the remittance sum is to be remitted. A reasonable charge will be deducted from the remitted sum by Correspondent Agent prior to making payment to the beneficiary.~~

~~2.3 If we are unable to confirm the applicable exchange rate at the time when you make the application for remittance, provisional exchange rate will be adopted and we may make adjustment by debiting any deficit from or crediting any gain to the Account after we have reasonably determined the applicable exchange rate.~~

~~2.4 We will take reasonable steps to comply with the value date for a remittance as designed by you. However, no undertaking or warranty is given as to the designed value date which is subject to cut-off time of the geographical area of the country where the remittance payment is made.~~

~~2.5 You are obliged to ensure that the remittance instruction is accurate and correct. Once we have accepted the remittance instruction, it may not be revoked or amended and shall be binding on you. Application for cancellation or alternation of remittance should be made by completing the application form or request therefor. No application for cancellation of remittance will be accepted if the payment is made. No funds under a cancelled remittance will be credited to the Account until Correspondent Agent has confirmed that the remittance order has been revoked and the fund thereunder is actually received from Correspondent Agent. When crediting the returned funds to the Account, we shall convert the same at the prevailing spot exchange rate.~~

~~2.6 We accept no responsibility for any loss arising out of the matters including any delay or failure in effecting a payment of remittance or giving notice; any omission, error, default, interruption or delay in correspondence, telex and other documents in the course of transmission; Correspondent Agent or its employee's act or omission to act.~~

~~PART III — SPECIFIC PROVISIONS FOR BANKING SERVICE~~

~~These Specific Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service, the General Provisions for Banking Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.~~

~~1. — SAVINGS ACCOUNT~~

~~1.1 Interest will accrue on the daily ledger balance of savings account at the rate and interval as prescribed by us from time to time. Interest earned will be credited to savings account on half-yearly or on such other basis as may be specified by us from time to time.~~

~~1.2 If the savings account is a statement savings account, a statement will be sent to you each and every month or at regular intervals as determined by us. No statement will be issued where no entry has been made in that account.~~

~~1.3 The account balance should not less than the minimum required by us. If an account is closed within 3 months, we may charge a reasonable fee. We will charge twice a year to the account with no transaction for 5 continuous years at such rate as we shall in our discretion determine.~~

~~1.4 Any payments made by us to a person producing a withdrawal of transfer form purporting to be duly signed and or sealed by or on behalf of you shall have the same effect as if it is made to you personally. We are not responsible to you or any other person for the consequences arising from such withdrawal.~~

~~1.5 We reserve the right to impose deposit charges on credit balances from time to time at our discretion.~~

- ~~1.6 Withdrawals of foreign currency savings in foreign currency cash require 3 days prior notice and are subject to availability of the relevant currency.~~
- ~~1.7 Unless otherwise agreed between you and us, we have the right to cancel the account with a zero balance or no transaction records for 5 consecutive years.~~
- ~~1.8 Any payments made by us to a person producing a withdrawal of transfer form purporting to be duly signed and or sealed by or on behalf of you shall be deemed to have been made to you personally. We accept no responsibility for any dispute arising out of your appointment of a third party to collect payment.~~

~~2. CURRENT ACCOUNT~~

- ~~2.1 No interest is payable on credit balance in a current account unless otherwise agreed between you and us in writing.~~
- ~~2.2 If temporary overdraft is extended to you, you undertake to refund to us the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by us.~~
- ~~2.3 A cheque book will be issued to you upon your opening a current account with us. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key in order that unauthorized access to it will be denied.~~
- ~~2.4 Application for new cheque book may be made by presenting a duly completed and signed application form to us or by any other means acceptable to us. We may in our absolute discretion refuse to issue a cheque book. We may, unless otherwise agreed between you and us, deliver the cheque book to the correspondence address registered with us by mail or by any other means as determined by us in our absolute discretion. We are not liable to any delay or loss incidental to and occasioned by any mode of delivery.~~
- ~~2.5 Upon receipt of a new cheque book from us, you agree to verify the cheque serial numbers, account number as well as name of the account holder printed thereon and to count the number of cheques before use. Any irregularity in respect of the above should be promptly reported to us.~~
- ~~2.6 Cheque should only be drawn in the form prescribed by us subject to such terms and conditions as stipulated by us from time to time and should only be used for the specified account.~~
- ~~2.7 In the event that a signed cheque or a cheque book is lost, stolen or untraceable, you are obliged to forthwith report the same to us in writing.~~
- ~~2.8 When cheques are delivered by way of post or other means, you are strongly advised to cross out the word "OR BEARER" and cross the cheque by two parallel lines.~~
- ~~2.9 You are obliged to exercise due care when drawing cheques to ensure their correctness and accuracy and undertake that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:—~~
- ~~(i) you should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left hand margin as possible so as to leave no space for insertions or additions;~~
 - ~~(ii) the word "only" should be added immediately after the amount in words and only Arabic numerals should be adopted for figures when drawing cheques; and~~
 - ~~(iii) all cheques must be drawn in dark colour non-erasable ink, ball point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Specimen Signature provided to us.~~

- ~~2.10 Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. You agree and acknowledge that we will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.~~
- ~~2.11 Cheques drawn against insufficient or uncleared funds shall be returned unpaid by us. We may also return a cheque unpaid if it is not signed in accordance with the Specimen Signature, or is incorrectly completed, drawn with technical error, altered without confirmation by your full signature, mutilated, post dated or stale. Reasonable charges for cheque returned unpaid will be debited to your current account.~~
- ~~2.12 Any instruction in relation to countermand payment of drawn cheque to us must be given in a clear and unambiguous manner, suffice to identify the cheque drawn by reference to cheque number and reach us prior to its actual payment. In the event that you identify the cheque in question:—~~
- ~~(i) by reference to other particulars in addition to the cheque number, we shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and~~
 - ~~(ii) by reference to other particulars instead of the cheque number, we may not be obliged to take any action but we may in our absolute discretion and without accepting any responsibility, follow such instruction.~~
- ~~2.13 Where you request us to countermand payment of a cheque drawn with an instruction which cannot be verified by us, we shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with you. Subject to the foregoing, we may in our absolute discretion and without accepting any responsibility, follow any such instructions which are, we believe in good faith, initiated by you and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.~~
- ~~2.14 You should return all unused cheques to us on closing or terminating your account.~~
- ~~2.15 Unless otherwise instructed by you, we will provide you with a monthly statement of the Account. No statement will be issued in the month during which no withdraw or credit entry is made. You are required to advise us if you do not receive a statement for an interval of more than a month. In that event, we will send you a copy of the same at your request.~~

~~3. TIME DEPOSIT~~

- ~~3.1 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either withdrawn or added to the principal.~~
- ~~3.2 Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.~~
- ~~3.3 A time deposit account will be opened upon your first placing a time deposit with us. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by us from time to time.~~
- ~~3.4 Upon your request, we may in our absolute discretion repay a time deposit to you before the maturity date and we:—~~
- ~~(i) shall not be required to pay any interest on such time deposit;~~
 - ~~(ii) are entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by us from the total sums to be repaid to you; and~~
 - ~~(iii) are entitled to deduct any sums already paid to you by way of interest and to the government by way of taxation, if applicable, from the principal sum before repayment thereof.~~

- 3.5 ~~We are entitled (but not obliged) to require presentation and production to us of the deposit confirmation, deposit receipt or deposit certificate when withdrawal of the time deposit is demanded by you.~~
- 3.6 ~~Should the maturity date of a time deposit fall on a non Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to us or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.~~
- 3.7 ~~All placements, renewals or withdrawals for time deposit are accepted subject to the terms and conditions determined by us from time to time.~~
- 3.8 ~~Any instruction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by you to us for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as we shall in our absolute discretion determine.~~
- 3.9 ~~Unless otherwise agreed in writing between you and us, time deposit placed with us is not assignable.~~

~~4. INTERNET/PHONE BANKING SERVICES~~

- 4.1 ~~We shall, subject to the provisions of this Clause 4, provide the Internet/Phone Banking Services and facility from time to time through any internet site or telephone system installed, operated and/or maintained by or on behalf of us to enable you to give instructions to and communicate with us on line or by phone for the purposes of effecting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from us and/or Associate.~~
- 4.2 ~~The Internet/Phone Banking Services are provided to you only in jurisdictions where and when they may be lawfully offered. The Internet/Phone Banking Services and information relating to the Internet/Phone Banking Services are not intended for access or use by persons in other jurisdictions. Persons accessing the web pages must be aware of and observe any applicable restrictions.~~
- 4.3 ~~As part of the Internet/Phone Banking Services, we may make available via any internet site financial, market or other information and data (the "Market Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from the Market Information in any form, medium or means (the "Reports").~~
- 4.4 ~~We have the right to determine to add and vary from time to time the scope and type of the Internet/Phone Banking Services to be made available including, without limitation:—~~
- ~~(i) expanding, modifying or reducing the Internet/Phone Banking Services at any time;~~
 - ~~(ii) imposing and varying any restrictions on the use of the Internet/Phone Banking Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which you may conduct by using the Internet/Phone Banking Services; and~~
 - ~~(iii) prescribing and changing the normal service hours during which the Internet/Phone Banking Services are available and any daily cut off time for any type of Internet/Phone Banking Services or transactions. We may specify Business Day and daily cut off time by reference to the time of various markets operating in different time zones.~~

- 4.5 ~~We may require you to nominate or register specific account(s) for the purposes of the Internet/Phone Banking Services.~~
- 4.6 ~~The Internet/Phone Banking Services provide an additional means for you to operate the Designated Account, conduct transactions and dealings and obtain services, products, information, benefits and privileges from us and/or Associate as shall be made available from time to time. Transactions and dealings effected by using the Internet/Phone Banking Services are subject to the provisions of this Clause 4 and the Important Message to Readers and Internet Privacy Policy Statement. All other provisions herein governing the relevant accounts, transactions, dealings, services, products, information, benefits or privileges shall continue to apply but where there is any difference, the provisions under this Clause 4 shall prevail for the purposes of the Internet/Phone Banking Services.~~
- 4.7 ~~In the case of a personal client, the Internet/Phone Banking Services are for your sole and exclusive use. In the case of a non personal client, you shall nominate, according to such procedures as we may prescribe, one or more individual(s) as shall be permitted by us (including, where you is a sole proprietorship, the sole proprietor) (the "Authorized User") to use the Internet/Phone Banking Services and the Internet/Phone Banking Services shall be used by the Authorized User and not any other person.~~
- 4.8 ~~To access the Internet/Phone Banking Services for the first time, you and/or the Authorized User are required to register on line or by phone or in such other manner as we may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Internet/Phone Banking Services and to provide such information as we may reasonably specify for identifying you and/or the Authorized User.~~
- 4.9 ~~By registering to use the Internet/Phone Banking Services, you and the Authorized User warrant that all information provided by you to us in relation to the Internet/Phone Banking Services is true, complete and up to date.~~
- 4.10 ~~You and, where applicable, the Authorized User shall not use or knowingly allow any other person to use the Internet/Phone Banking Services, the Market Information and/or the Reports for or in connection with any illegal purpose or activity. You and, where applicable, the Authorized User shall notify us as soon as practicable if you become aware of such use.~~
- 4.11 ~~Any exchange rate, interest rate, dealing rate and other prices and information quoted by us on the internet site(s) or otherwise in response to an on line inquiry is for reference only and is not binding. Any interest rate, exchange rate, price and information offered by us for the purpose of the relevant transaction shall be binding on you and, where applicable, the Authorized User upon your acceptance irrespective of any different interest rate, exchange rate, price or information quoted by us.~~
- 4.12 ~~You and, where applicable, the Authorized User acknowledge that there may be a time lag in transmission of instructions, information or communication via the internet.~~
- 4.13 ~~You and, where applicable the Authorized User shall follow the guidance provided by us on line or by phone or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying you and/or the Authorized User for the purposes of the Internet/Phone Banking Services.~~
- 4.14 ~~You and, where applicable the Authorized User may change the Password at any time but any change shall be effective only if accepted by us. The User Name cannot be changed unless with the agreement of us.~~
- 4.15 ~~You and, where applicable, the Authorized User shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no~~

- circumstances shall you or the Authorized User disclose the User Name and/or the Password to any other person.
- 4.16 ~~You and, where applicable, the Authorized User shall be fully responsible for any accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes.~~
- 4.17 ~~Upon notice or suspicion of the User Name and/or the Password being disclosed to any unauthorized person or any unauthorized use of the Internet/Phone Banking Services being made, you (and, where applicable the Authorized User) shall notify us in person as soon as practicable or by telephone or in such other manner as we may from time to time prescribe (and we may ask you to confirm in writing any details given) and, until our actual receipt of such notification, you and, where applicable, the Authorized User shall remain responsible for any and all use of the Internet/Phone Banking Services by unauthorized persons or for unauthorized purposes.~~
- 4.18 ~~You and, where applicable the Authorized User is required to quote the User Name and the Password in order to log on to the Internet/Phone Banking Services and give instructions to us on-line. Instructions in connection with the Internet/Phone Banking Services shall not be considered to be received by us unless they are given in such manner as we may prescribe from time to time and until we have actually received them.~~
- 4.19 ~~In the case of a non personal client, the liabilities and obligations of you and the Authorized User under the provisions of this Clause 4 are joint and several and all transactions effected by us pursuant to instructions received by us shall be binding on you and the Authorized User in all respects. You and the Authorized User irrevocably authorize us to effect debits and credits with the relevant accounts in accordance with instructions. You and the Authorized User shall ensure that there are sufficient funds or pre arranged credit available in the relevant Designated Account for the purpose of any instructions. We shall not be liable for any consequence arising from or in connection with any instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to you or the Authorized User and you and the Authorized User shall be fully responsible for any overdraft, advance or debit created as a result.~~
- 4.20 ~~Any instruction given by quoting the User Name and the Password, once given, may not be rescinded or withdrawn without the consent of us or the relevant Associate. All such instructions given, as understood and acted on by us or the relevant Associate in good faith, shall be irrevocable and binding on you and, where applicable, the Authorized User whether given by you or the Authorized User or by any other person purporting to be you or the Authorized User. We and the relevant Associate shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.~~
- 4.21 ~~We will only act on an instruction insofar as it is in our opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.~~
- 4.22 ~~Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Internet/Phone Banking Services will be provided by us on line. Such advice or confirmation shall be deemed to have been received by you and, where applicable, the Authorized User immediately after transmission and it is the duty of you and, where applicable, the Authorized User to check such advice or confirmation. It is also the duty of you and, where applicable, the Authorized User to enquire with us if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.~~
- 4.23 ~~Information relating to any account or transaction made available on the internet site(s) are for reference only. Our records of such account and transaction and any use of the Internet/Phone Banking Services shall be conclusive unless and until the contrary is established.~~

- 4.24 ~~We shall be entitled to effect any payment and to require you and, where applicable, the Authorized User to effect any payment in any currency as we may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by us to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you and the Authorized User.~~
- 4.25 ~~We reserve the right to charge fees in relation to the use and/or termination of the Service and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the Internet/Phone Banking Services on or after the effective date. Fees may be collected from you in such manner and at such intervals as we may specify.~~
- 4.26 ~~You and, where applicable, the Authorized User shall provide such information and data as we may from time to time reasonably request for the purposes of providing the Internet/Phone Banking Services.~~
- 4.27 ~~You and, where applicable, the Authorized User authorize us to disclose or transfer information relating to you, the Authorized User, their respective accounts and/or the transactions executed by us on behalf of you and/or the Authorized User to such person(s) as we may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which we execute such transactions or any Exchange, government or regulatory authority in such jurisdiction.~~
- 4.28 ~~You and, where applicable, the Authorized User shall not, and shall not attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Internet/Phone Banking Services or any internet site or any software comprised in them.~~
- 4.29 ~~You and, where applicable, the Authorized User acknowledge that it is your responsibility to determine independently market prices, interest rates, exchange rates for trading purposes through your usual trading channels, to verify any of the Market Information and/or the Reports before relying or acting on it and to seek independent professional advice on legal, financial, tax and other issues in connection with the use of the Internet/Phone Banking Services, the Market Information and the Reports, the provisions of this Clause 4 and any transactions and dealings which may affect you under all applicable laws.~~
- 4.30 ~~In addition to the other provisions in this Clause 4, in the case of a non personal client:—~~
- ~~(i) You and the Authorized User shall, at our request, execute such forms and/or documents, provide such information and perform such acts as we may consider necessary or expedient in connection with the provision of the Internet/Phone Banking Services and the performance, exercise and preservation of its obligations, powers and rights under the provisions of this Clause 4;~~
 - ~~(ii) You acknowledge that, subject to any daily limits or other restrictions which may be imposed by you and/or us in using the Internet/Phone Banking Services, the Authorized User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). You authorize us to carry out all instructions in accordance with the provisions of this Clause 4 and confirm that we are not under any duty to verify the propriety or integrity of any instructions;~~
 - ~~(iii) It is your responsibility to take appropriate measures to monitor and control the use of the Internet/Phone Banking Services from time to time, the appointment and change of the Authorized User and the Designated Accounts, and to adopt proper safeguards against the Internet/Phone Banking Services being used by unauthorized persons or for unauthorized purposes including, without limitation, prescribing daily maximum limits or other~~

~~restrictions on the amounts which the Authorized User may debit, withdraw or transfer from the Designated Accounts; and~~

- (iv) ~~By designating any Designated Account, you authorize the Authorized User to operate singly such account by using the Internet/Phone Banking Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this sub-clause 4.30(iv).~~
- 4.31 ~~You and, where applicable, the Authorized User acknowledge and agree that the Internet/Phone Banking Services, the Market Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively the "Confidential Information") are trade secrets and confidential and proprietary property of us and the respective Information Providers.~~
- 4.32 ~~Unless expressly permitted by the provisions of this Clause 4, you and, where applicable, the Authorized User shall not, and shall not attempt to:—~~
- (i) ~~sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;~~
 - (ii) ~~remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or~~
 - (iii) ~~incorporate or combine the Confidential Information with any other programmes.~~
- 4.33 ~~The restrictions on disclosure shall not apply to any Confidential Information:—~~
- (i) ~~where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by you or the Authorized User to us; or~~
 - (ii) ~~where we have expressly agreed in writing to its disclosure.~~
- 4.34 ~~You and, where applicable, the Authorized User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of us and the respective Information Providers. No right, title or interest other than the right to access the Internet/Phone Banking Services, the Market Information and the Reports subject to the provisions of this Clause 4 is conveyed or transferred to you or the Authorized User. You and, where applicable, the Authorized User shall not make any representation or do any act which may be taken to indicate that you or the Authorized User have any such right, title or interest.~~
- 4.35 ~~An Information Provider may impose from time to time terms and conditions in relation to the availability of any Market Information supplied by it. Access to such Market Information by you and, where applicable, the Authorized User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by you and the Authorized User.~~
- 4.36 ~~The Market Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither we nor any Information Provider shall be considered an investment adviser to you and, where applicable, the Authorized User.~~
- 4.37 ~~Neither we nor any Information Provider warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. Nor do either of us assume any liability (whether in~~

- tort or contract or otherwise) for any reliance on the Market Information or the Reports by you, the Authorized User or any other person.
- 4.38 ~~The Market Information will be made available as it is supplied and identifying the Information Provider directly supplying it to us. We do not endorse or express any comment on any Market Information supplied by any Information Provider nor assume any duty to check or verify any Information.~~
- 4.39 ~~No warranty, representation or guarantee of any kind relating to the Internet/Phone Banking Services, the Market Information and/or the Reports is given or may be implied and no employee or agent of us or any Information Provider is authorized to give any such warranty, representation or guarantee.~~
- 4.40 ~~We will take reasonably practicable steps to ensure that our systems in connection with the Internet/Phone Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.~~
- 4.41 ~~None of us, Associate or any Information Provider warrant or represent that the Internet/Banking Services, the Market Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of you and, where applicable, the Authorized User.~~
- 4.42 ~~Unless the following sub clause 4.45 applies or due to our gross negligence or wilful default, any Associate or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither we nor any Associate assume any liability or responsibility to you or any other person for the consequences arising from or in connection with:~~
-
- ~~(i) use of the Internet/Phone Banking Services and/or access to any information as a result of such use by you and, where applicable, the Authorized User or any other person whether or not authorized;~~
 - ~~(ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet/Phone Banking Services, in transmitting instructions or information relating to the Internet/Phone Banking Services or in connecting with the internet site(s) caused by any acts, omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and~~
 - ~~(iii) transmission and/or storage of any information and/or data relating to you, the Authorized User, the Service and/or transactions or dealings conducted by you and/or the Authorized User pursuant to the Internet/Phone Banking Services through or in any system, equipment or instrument of any communication network provider.~~
- 4.43 ~~In no event shall we, Associate or any Information Provider be liable to you, the Authorized User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.~~
- 4.44 ~~Unless the following sub clause 4.45 applies, you and, where applicable, the Authorized User shall be fully liable and responsible for all consequences arising from or in connection with use of the Internet/Phone Banking Services and/or access to any Market Information or the Reports or any other information as a result of such use by you, the Authorized User or any other person whether or not authorized.~~

- 4.45 ~~Subject to the above sub-clause 4.17 and if, in our reasonable opinion, there is no negligence, fraud or fault on the part of you and, where applicable, the Authorized User, you and the Authorized User shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Internet/Phone Banking Services as a result of:–~~
- ~~(i) a computer crime which should have been prevented by the risks control and management measures had we adopted such measures in accordance with the above sub-clause 4.41;~~
 - ~~(ii) a human or system error of us; or~~
 - ~~(iii) a missed or mis-directed payment caused by our gross negligence or wilful default, our officers or employees.~~
- 4.46 ~~You and, in the case of a non personal client, the Authorized User shall jointly and severally, indemnify us, any Associate, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by us or any of the above persons and all actions or proceedings which may be brought by or against us or any of the above persons in connection with the provision of the Internet/Phone Banking Services, the Market Information and/or the Reports or the exercise or preservation of our powers and rights under the provisions of this Clause 4, unless due to the gross negligence or wilful default of us, any Associate, any Information Provider or their respective officers or employees or unless the above sub-clause 4.45 applies.~~
- 4.47 ~~We may, at any time, without giving notice or reason suspend or terminate all or any of the Internet/Phone Banking Services or their use by you and, where applicable, the Authorized User.~~
- 4.48 ~~You may terminate the use of the Internet/Phone Banking Services at any time by giving to us not less than 5 Business Days' prior written notice.~~
- 4.49 ~~All provisions of this Clause 4 which in order to give effect to their meaning need to survive the suspension or termination of the Internet/Phone Banking Services and/or the use of the Internet/Phone Banking Services shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, you and, where applicable, the Authorized User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.~~
- 4.50 ~~We may, at any time and without notice, apply any credit balance in any currency on any account of you and, where applicable, any account of the Authorized User, whether in the name of you or the Authorized User or in the names of you or the Authorized User and any other person, in or towards satisfaction of any indebtedness owed by you or the Authorized User to us under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by you or the Authorized User or by you or the Authorized User and any other person.~~
- 4.51 ~~Without prejudice to all other rights and powers hereunder or provided by law, we shall be entitled to exercise a lien over all property of you and, where applicable, the Authorized User which is in our possession or control, for custody or any other reason and whether or not in the ordinary course of business, with power for us to sell such property to satisfy such indebtedness owed by you or the Authorized User to us.~~
- 4.52 ~~We may revise the provisions applicable to the Internet/Phone Banking Service and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to the terms and conditions of the Internet/Phone Banking Service shall become effective subject to us giving reasonable notice to you and, where applicable you have appointed Authorized User, to you and/or, the Authorized User, the notice of which may be given by posting it on the internet site(s) or by display, advertisement or other means as we think fit, and shall be binding on you and, where applicable, the Authorized User if you and/or the Authorized User continue to maintain or use the Internet/Phone Banking Services on or after the effective date of variation. Where a non-~~

~~personal client is requested by us to confirm acceptance of any revision and/or addition to the terms and conditions of the Internet/Phone Banking Services, we are authorized and instructed by you to accept the confirmation given by the Authorized User on behalf of you and you shall be bound accordingly.~~

- ~~4.53 Without prejudice to the foregoing provisions under these Terms and Conditions, we shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the provisions of this Clause 4.~~

~~5. STRUCTURED DEPOSIT~~

- ~~5.1 The Structured Deposit may be made in such currencies as prescribed by us, with such minimum initial deposit and in multiples of such minimum deposit as we shall determine from time to time. All the Structured Deposits are to be placed for such period as we shall determine from time to time. Our right to decline to accept you to invest in the Structured Deposit without any obligation to explain is reserved.~~

- ~~5.2 Simultaneously with the signing of the Application Form for SD, you shall, to signify your agreement to invest in the Structured Deposit, deposit into an account designated by us such amount as determined by us (the "Structured Deposit Sum") which shall be applied to invest in the Structured Deposit upon its launch.~~

- ~~5.3 Unless otherwise agreed between you and us in writing, the Structured Deposit Sum must be received before the cut off time determined by us from time to time.~~

- ~~5.4 You agree that you shall not withdraw, transfer, create any encumbrance on or otherwise dispose of the Structured Deposit Sum until the date upon which the relevant Structured Deposit is launched or you are not allowed or approved to invest in the Structured Deposit, whichever is earlier.~~

- ~~5.5 Upon the expiration of the Placement Period, once we consider that the Aggregate Amount is deposited with us, we shall, in a timely manner, issue a confirmation sheet of the Structured Deposit (the "Confirmation Sheet") demonstrating the detailed terms and conditions of the Structured Deposit to you and are entitled to uplift the Structured Deposit Sum from the designated account on the launch date to invest the same in the Structured Deposit upon and subject to the terms and conditions set out in the Confirmation Sheet, and Application Form for SD, term sheet, prospectus, offering or constitution documents of the relevant Structured Deposit (the "Documentation for Terms and Conditions"). In the event of any difference between the provisions in the Confirmation Sheet and the Documentation for Terms and Conditions, the Confirmation Sheet shall prevail.~~

- ~~5.6 Upon expiration of the Placement Period, once we consider that the Aggregate Amount is not deposited with us, the Structured Deposit shall not be launched. Further, we shall advise you and release the Structured Deposit Sum to you together with the accrued interest calculated at such rate as determined by us from time to time. You shall have no claim against us notwithstanding the unsuccessful launch of the relevant Structured Deposit.~~

- ~~5.7 Unless otherwise agreed between you and us in writing, you shall not withdraw, transfer, create any encumbrance on or otherwise dispose of your interest of and in the Structured Deposit before its maturity.~~

- ~~5.8 To the extent permitted by laws, you shall indemnify and keep us indemnified from and against all loss and damage suffered or sustained by us arising out of or in connection with your breach of the preceding sub clause 5.7.~~

- ~~5.9 Except for those Structured Deposits with specific provision in the Confirmation Sheet permitting early termination, you agree not to terminate the Structured Deposit prior to the maturity date.~~

~~Early termination by you prior to the maturity date shall not be permitted unless otherwise determined by us upon and subject such terms as we shall in our absolute discretion prescribe. You agree and acknowledge that the total sum received upon such early termination may well be less than the principal amount invested. We are entitled to deduct a sum representing handling charges and additional costs incidental to termination from the total sums to be repaid to you.~~

~~5.10 You agree and acknowledge that if the Structured Deposit is terminated prior to the maturity date for whatsoever reason, any underlying investment of the Structured Deposit including any of the derivative instruments in respect thereof shall be terminated simultaneously with the Structured Deposit.~~

~~5.11 We shall calculate and settle the yield of the Structured Deposit in accordance with the terms set out in the Confirmation Sheet.~~

~~5.12 You represent and warrant to us that:—~~

- ~~(i) prior to placing the Structured Deposit with us, you have carefully read and fully understood:
 - ~~(a) the Documentation for Terms and Conditions, product specifications, descriptions, terms and conditions in relation to and the risks associated with the Structured Deposit which you determine to invest; and~~
 - ~~(b) the risk disclosure statements in connection with the Structured Deposit; and~~~~
- ~~(ii) you agree to be bound by all the terms and conditions in regard to the Structured Deposit set out in the Application Form for SD, the Documentation for Terms and Conditions, Confirmation Sheet or such other documents in respect thereof.~~

~~5.13 We may at any time without notice to you retain any amount otherwise payable to you under the Structured Product pending settlement of any money payable or contingently payable by you on any other accounts with us.~~

PART IV GENERAL PROVISIONS FOR INVESTMENT SERVICE

These General Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.

1. AUTHORIZATION

1.1 We are authorized to execute transaction in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice from time to time of Exchange, Clearing House or the market practice of the OTC Market and all transactions so executed shall be conclusively binding on you.

1.2 We have unfettered right to retain Correspondent Agent to execute transaction and you acknowledge that the terms of business of such Correspondent Agent and the rules of any Exchange, Clearing House or the market practice of the OTC Market relevant to such transaction shall be binding on you.

2. DEALING RULES

2.1 Unless otherwise agreed between you and us in writing, you will be dealing with us on an execution-only basis in reliance solely on your own judgment.

2.2 In executing transaction, we may take all such steps as may be required or permitted by all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice. We will be

entitled to take or not take any action as we consider fit in order to ensure compliance with the same and all such actions so taken or not taken will be binding on you.

- 2.3 Any assets and profits resulting from settlement or liquidation will be credited to the Investment Account or such other account determined by us, and losses will be debited to the Investment Account or such other account determined by us. Any debit balance which is resultant from settlement or liquidation will be payable by you forthwith whether or not demanded by us.
- 2.4 In executing transaction, we may act either as your agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, we shall act as your agent to enter into transactions or provide the Service for you.

3. SETTLEMENT

- 3.1 You shall take all necessary actions to enable us to effect settlement and delivery of Securities or other assets in a timely manner in accordance with the requirements of the relevant Exchange, Clearing House and the OTC Market including but not limited to making any appropriate payment and/or delivering any of Securities or other assets to us in good time for us to complete settlement and delivery.
- 3.2 Any crediting to you of cash, Securities or other assets is subject to reversal if, in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice, the delivery of cash, Securities or other assets giving rise to the credit is reversed.
- 3.3 If you fail to honour your settlement obligation hereunder when due in respect of any of transactions which we are to settle or effect with or for you, we may on giving you 3 days' prior notice thereof or such other notice as specified by us in our absolute discretion and, at your own costs and expenses take all necessary actions as we shall consider fit including, without limitation, cancelling, closing out, terminating, reversing all or any of transactions or otherwise at whatever price and in whatever manner as we see fit in our absolute discretion (without being responsible for any loss or diminution in price) and may at your own costs and expenses enter into any other transactions or do or not do anything (including the application of your money held for you) which would or could have the effect of reducing or eliminating liability under any of transactions, positions or commitments undertaken by or for you.

4. CONFIRMATION

- 4.1 We will report to you execution of transactions (i) promptly by telephone calls or facsimile; or (ii) by sending to you hard copy of the transaction confirmation or account statement on the following Business Day (as the case may be). We shall send you a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.
- 4.2 You will have a duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify us in writing of any error, mistake or irregularity therein within 30 day of the date of issuance by us of the same or such other period of time as may be specified by us from time to time in our absolute discretion. Unless objection in writing reaches us within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are considered to be correct, conclusive and binding on you.

5. EVENT OF DEFAULT

5.1 Any of the following events shall constitute an event of default: -

- (i) the failure of you to pay any sum of whatever nature under the Agreement;
- (ii) breach by you of any terms and conditions contained in the Agreement;
- (iii) the continuing performance of any terms and conditions of the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;

- (iv) notice to us of the death or mental incapacity of you;
- (v) you will become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against you or a resolution is being passed for the winding-up of you; or you shall suffer any distraint or levy of execution of any kind; or a receiver is being appointed over you or any of you or any substantial part of the property of you; and
- (vi) circumstances shall have arisen or continued which, in our reasonable opinion, may jeopardize our position and require us to take such action as may be necessary for the protection of us.

5.2 Upon the occurrence of any of the events of default, we shall be entitled (but not obliged) to, without prior notice to you and without prejudice to the other rights and remedies of us and without releasing you from any liability, exercise all or any of the following powers to: -

- (i) immediately close the Investment Account and/or terminate the Investment Service;
- (ii) terminate all or any part of the Agreement;
- (iii) cancel any or all non-executed orders or any other commitments made on behalf of you;
- (iv) close any or all contracts between you and us, cover any short position of you through the purchase of Securities or other assets on the Exchange or the OTC Market or liquidate any long position of you through the sale of Securities or other assets on the relevant Exchange or the OTC Market;
- (v) dispose of any or all Securities, assets or property held by us and/or Associate for or on behalf of you and to apply the proceeds thereof together with any cash deposit(s) to settle all outstanding balances owing to us including, without limitation, all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by us in transferring or selling all or any of Securities, assets or property in the Investment Account or the Investment Service or in perfecting title thereto;
- (vi) borrow or purchase any of Securities or assets required for delivery in respect of any sale effected for you; and
- (vii) combine, consolidate and set-off any or all accounts of you in accordance with Clause 8 of Part I hereof.

PART V SPECIFIC PROVISIONS FOR INVESTMENT SERVICE

These Specific Provisions should be read in conjunction with the General Provisions for Banking Service and Investment Service, the General Provisions for Investment Service. In the event of any difference between those provisions and these provisions, the provisions herein shall prevail.

1. FUNDS DEALING

1.1 You hereby engage us as your agent for the purpose of carrying out your directions in relation to holdings, subscription, purchase, switching, transfer, or redemption of the Unit, or any other instructions or directions which you may wish or need to give to a Fund from time to time and which we may agree to process, including the placing of any order or request on your behalf for subscription, purchase, switching and redemption of the Unit, and the transmission to the relevant Fund Representative of the relevant documents and payments, subject to these Terms and Conditions. We may appoint and engage agent or sub-agent to perform our functions under the Agreement.

1.2 You hereby expressly agree and authorize us to hold any of the Unit subscribed by or transferred to you pursuant to these Terms and Conditions, or to arrange for such Units to be held in safe custody in accordance with these Terms and Conditions.

1.3 You authorize us to switch, transfer, redeem or otherwise deal with any of the Unit held by us or our nominee for your account upon your instructions. We are expressly authorized by you to transmit your instructions to switch, transfer, redeem or otherwise deal with any of the Unit so held for your

account to the relevant Fund Representative and to execute all necessary or relevant documents on your behalf.

- 1.4. In the event that you wish to subscribe, purchase, switch, transfer or redeem any of the Unit or to inquire and amend any particulars relating to your holding of the Unit, you agree that we may, upon your instructions, make the necessary arrangements to do the same (including arranging for the transfer of funds from the Account) and to debit the Account for any charges, commissions, fees and any other cost incurred, and/or to credit the Account with the proceeds of the redemption or transfer less any charges, commissions, fees and any other cost incurred.
- 1.5 You agree and acknowledge that any advice or confirmation of the execution of your instructions to subscribe, purchase, switch, transfer or redeem the Unit will be sent by the relevant Fund Representative to us and or our nominee. We shall either issue or cause our nominee to issue a separate statement to you.
- 1.6 All instructions or directions must be given by you to us in clear and unambiguous form and all dealings, transactions, and instructions shall be subject to the procedures between us and the Fund Representative of the relevant Fund regulating the subscription, purchase, switching, transfer and redemption of Units therein and other incidental matters, including, without limitation, the dealing days and dealing deadlines applicable to the Fund (the "Procedure"). We are not obliged to act in accordance with or respond to verbal instructions unless otherwise agreed between you and us in writing. Your written instruction to subscribe, purchase, switch, transfer or redemption of the Unit is complete and subject to the manner designated by you. It is your sole responsibility to ensure that the information given in the application or request is complete and accurate in all respects. We do not undertake to verify the completeness and accuracy of such information and do not accept any responsibility for any loss or damage caused to you arising out of any error or omission in completing any application or request.
- 1.7 An instruction to subscribe, purchase, switch, transfer or redeem the Units will only be accepted by us for handling upon receipt by us of (i) the duly signed application or request in the form required by us or in the form required by the relevant Fund (as the case may be), and (ii) in the case of a subscription or purchase, the receipt of payment, and (c) any other necessary information or documentation.
- 1.8 We are not obliged to accept any instruction at any time and not be obliged to give any reason or any refusal to accept an instruction. However, once we have accepted an instruction on your behalf, it may not be revoked or withdrawn in whole or in part without the written consent of us. You agree that we are not be obliged to act on any instruction for revocation, withdrawal, variation or amendment of any instruction already given to us and shall not be liable to you for any loss or expense suffered or incurred by you if the original instruction has already been executed or, in the opinion of us, we have insufficient time or are unable to act on such instruction to revoke, withdraw, vary or amend the original instruction.
- 1.9 You understand and agree that instructions given to the us may not, depending on the prevailing market conditions, be executed, and you agree that all losses incurred as a result of such non-execution shall be borne by you except for those arising from the negligence or wilful default of us, our employees or agents. You further agree that we shall not be liable for any loss incurred by reason of the manner or timing of execution of any instructions given by you. We shall not be liable to you for any loss or damage due to any delay in the transmission or execution of instructions arising out of a breakdown or failure of communication facilities or any other cause beyond the our reasonable control and anticipation.
- 1.10 The actual bid and offer prices for the transactions in the Unit will be determined by the Fund in accordance with the latest constitution documents and offering documents of the Fund and the Procedures relating to the Fund. Any data that may be quoted by us or our representatives at any time is for information only.

- 1.11 We shall be entitled in our absolute discretion to reject in whole or in part any instruction to redeem any of the Unit if there are insufficient number or amount of such of the Unit held in the name of the us or our nominee which are not subject to any charge, lien or other security interest in favour of any person including us.
- 1.12 We have established a unit trust savings plan to enable you to invest in the Unit of certain Funds at regular monthly intervals and in fixed sum. We reserve our right to accept or reject your application to enrol in the unit trust savings plan. We also reserve our right to include or exclude any Funds from the unit trusts savings plan without prior notice to you.
- 1.3 You agree to make a monthly contribution of the amount specified in your application submitted to us for the purchase of a Fund's Unit under the unit trust savings plan. Unless otherwise provided by us, the minimum monthly contribution would be the amount as we may prescribe from time to time.

2. SECURITIES TRADING

- 2.1 Unless otherwise agreed between you and us in writing or we are already holding sufficient cash or Securities in deliverable form on your behalf, you will pay us cleared fund or deliver to us Securities in deliverable form within the time limit as prescribed by all applicable laws, rules, regulations, circulars, guidelines, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market for the purpose of settling the executed transaction.
- 2.2 Any day order placed with us by you that has not been executed before the close of business of the relevant Exchange or otherwise shall be deemed to have been cancelled automatically.
- 2.3 If the orders cannot be executed in whole or part, we are not required to notify you immediately. An order may be partially executed if it cannot be fully executed.
- 2.4 You acknowledge that due to the trading practices of Exchange or the OTC Market in which transaction is effected, it may not always be able to execute order at the price quoted “at best” or “at market” and you agree in any event to be bound by transaction effected by us following instructions given by you.
- 2.5 We will not knowingly execute or agree to execute a transaction which would result in you having a short selling unless otherwise permitted by law.
- 2.6 We may in our absolute discretion aggregate your order with other orders or our other clients’ orders. In doing in this way we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced dealing costs by being part of a larger transaction. We will allocate the acquired Securities amongst you and the others in a fair and equitable manner subject to all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice.
- 2.7 Subject to all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange, Clearing House or the market practice of the OTC Market, we may in our absolute discretion determine the priority in the execution of your orders, having due regard to the sequence in which such orders are received, and you will not have any claim of priority to another in relation to the execution of any order received by us.

3. NEW ISSUE APPLICATION

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

- 3.2 You recognize and understand that the legal, regulatory requirements and market practice in respect of application for new Securities may vary from time to time. You undertake to provide us with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice.
- 3.3 When you ask us to apply for new issues on your behalf, you represent and warrant to and agree with us that: -
- (i) (if the application is made for the securities trading account) no other application is being made for the securities trading account by you or by anyone applying as your agent or by any other person;
 - (ii) (if the application is made by you as agent for the account of another person) no other application is being made by you as agent for or for the account of that person or by that person or by any other person as agent for that person;
 - (iii) the applicants under such applications are fully entitled to make such application and hold Securities applied for and no breach of any law, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and
 - (iv) we have due authority to sign an application on your behalf.
- 3.4 You acknowledge and confirm that, if an application is made by an unlisted company that does not carry on any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit.
- 3.5 You agree and acknowledge that the foregoing representations and/or warranties will be relied on by us in making the application, and by the issuer in deciding whether it will make allotment to such application.

4. CUSTODY SERVICE

- 4.1 You appoint us to act as custodian for you to provide custody of Securities subject to our agreement and also subject to the terms and conditions herein. You agree not to pledge, charge, sell, grant an option or otherwise deal in any of Securities without our written consent.
- 4.2 We shall arrange for Securities to be registered in the name of you or in the name of us or held in safe custody in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice of Exchange or Clearing House. Further, we shall deposit such amount of Eligible Securities as we in our absolute discretion determine in the CCASS Depository either in the form deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee.
- 4.3 We shall collect any dividends, interest, payments or other entitlements to which you may be entitled and of which we are notified and shall remit the same to you as soon as possible after deduction of any taxes and duties payable or credit the same to the securities trading account.
- 4.4 We have no obligation to attend meetings of holders of Securities or exercise any rights unless otherwise agreed with you in writing.
- 4.5 Instructions to withdraw or transfer Securities are subject to such notices, quantity restrictions, payments and procedures as we may determine. We may need to take delivery from the seller or custodian or complete a transfer to you in accordance with all applicable laws, rules, regulations, guidelines, circulars, codes of conduct and market practice and the place for collection of any certificates or documents shall be designated by us from time to time.

4.6 Securities held by us as custodian for you under and pursuant to this Clause 3 are so held at your sole risk and we shall not be responsible for or liable in respect of any loss or damage suffered by you in connection therewith.

5. STRUCTURED PRODUCT TRANSACTION

5.1 In executing the Structured Product Transaction, we may act as your agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, we shall act as the principal to enter into transactions with you or provide the Service for you.

5.2 Without prejudice and in addition to all representations, warranties and acknowledgments in the foregoing provisions given by you, you hereby further represent and warrant to and undertake with us (which representations, warranties and undertakings shall be repeated by you on each date on which transaction is entered into under the Agreement) that you have or will have: -

- (i) sufficient knowledge and experience relating to the investment and understanding of financial, tax and all other related matters and you are capable of evaluating the Structured Product, the regulatory treatments of transactions which you enter into and such legal terms and conditions as we may provide from time to time;
- (ii) the capability to make decisions about the material terms, conditions and risks of the Structured Product Transaction as you may enter into from time to time and about the suitability thereof in view of your financial position, investment objectives, experiences or otherwise;
- (iii) the financial resources to absorb the risk of any loss that may be associated with the entry into of the Structured Product Transaction; and
- (iv) unless otherwise agreed between you and us in writing, you will not rely on any written or verbal communication between you and us as investment advice or a recommendation to enter into the transactions contemplated. Further, any information, data and explanations relating to any of the Structured Product provided by us to you shall not be construed as an investment advice or a recommendation for you to enter into the relevant transaction.

5.3 In regard to any of the Structured Product Transaction, we may, upon your request, make available to you a statement or summary showing the descriptions, specifications, features, particulars or otherwise relating to the relevant Structured Product or the risk associated therewith (the "Statement of Structured Product"). You agree confirm and acknowledge that we accept no liability for the accuracy or correctness of any information, whether in the relevant specifications, descriptions, prospectus, offering or constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any of the Structured Product) which may be provided to you.

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

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

5.6 You agree to ensure that, at the time you give your instructions to enter into Structured Product Transaction, you have deposited sufficient cleared funds in the Investment Account or such other accounts for payment of the relevant value under the Structured Product Transaction. Notwithstanding the foregoing, we may (but not obliged to) enter into the Structured Product Transaction for or with you despite that, at the time of your entry into the relevant transaction, you do not have sufficient cleared funds in the Investment Account or other accounts for payment of

the relevant value without further notice to you. In that event, you shall forthwith place sufficient cleared funds into the Investment Account or such other accounts as agreed by us as soon as possible for the purpose of payment of the relevant value.

- 5.7 Each of the Structured Product Transaction entered into hereunder will be confirmed in writing by us as to the agreed terms of the Structured Product Transaction and which confirmation will set out sufficient details or particulars for identifying the Structured Product Transaction (the “Confirmation”). The Confirmation constitutes a supplement to and forms an integral part of the agreement in relation to the Structured Product Transaction. In respect of a particular Structured Product Transaction, in the event of any difference between the provisions of the relevant Confirmation and the other documents evidencing the terms and condition thereof, the provisions of the Confirmation shall prevail.
- 5.8 You have a duty to carefully examine all information and particulars set out in the Confirmation and acknowledge the correctness of the Confirmation by countersigning the duplicate copies thereof and return them to us within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion. If no objection to us in writing is raised by you within 3 days of the date of issuance of the Confirmation or such other time limit as may be specified by us from time to time in our absolute discretion, all information data and particulars in the Confirmation are considered to be correct, conclusive and binding on you.
- 5.9 You understand and acknowledge that you are obliged to settle the Structured Product Transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the “Settlement Date”).
- 5.10 Where the Structured Product Transaction may expire unless appropriate action in connection with the redemption of the Structured Product Transaction is taken on the Settlement Date, the following provisions shall apply: -
- (i) it is your sole responsibility to understand the rights and terms of all of the Structured Product Transaction and you are required to take all necessary actions in connection with the redemption of the Structured Product Transaction;
 - (ii) if you fail or omit to instruct us at least 3 Business Days before the Settlement Date or such other time limit as may be specified by us: -
 - (a) where the redemption of the Structured Product Transaction is not obligatory, it shall be conclusively deemed that you have irrevocably waived forgone or renounced all your rights and entitlements regarding the redemption of such Structured Product Transaction and we are entitled to deal with or otherwise dispose of such Structured Product Transaction in the manner as we shall consider fit; or
 - (b) where the redemption of the Structured Product Transaction is obligatory, we are entitled to sell or transfer any Securities or other assets in the Investment Account or all cash, assets, property otherwise deposited with or held by us and/or Associate to satisfy your settlement obligations in the manner as we shall in our absolute discretion determine. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations hereunder; and
 - (iii) if you instruct us at least 3 Business Days or such other time limit as may be specified by us before the Settlement Date to take appropriate action for the redemption of the Structured Product Transaction, we are not obliged to follow your instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with us when you give your instruction and, in default thereof, the provisions of sub-clause 5.10(ii) above shall apply as if you have failed to give us punctual instruction.

- 5.11 Where Structured Product Transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Settlement Day, you represent and warrant to and undertake with us that: -
- (i) where the Structured Product Transaction provides for settlement in cash on the Settlement Date, you shall make available to us sufficient cleared funds to enable us to fully satisfy on your behalf your settlement obligations in respect of such Structured Product Transaction before the Settlement Date. If you fail or omit to fulfil your settlement obligations hereunder by the Settlement Date, we are authorized and empowered to sell or transfer any Securities or other assets in the Investment account or all cash, asset or property otherwise deposited with or held by us and/or Associate in satisfaction of your settlement obligations. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations; and/or
 - (ii) where the Structured Product Transaction provides for settlement by way of delivery of the specified underlying asset, you shall deliver the specified quantity of such assets in an appropriate form to us or otherwise settle such trade before the Settlement Date. If you fail or omit to fulfil your settlement obligations by the Settlement Date, we are authorized and empowered to execute on your behalf the purchase or acquisition of such specified underlying assets as are necessary to satisfy your settlement obligations hereunder. You shall fully indemnify and keep us indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations. We are also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets you deposited with or held by us and/or the Associate so as to enable us to settle the Structured Product Transaction.
- 5.12 Unless otherwise agreed between you and us, we are not obliged to notify you of any upcoming Settlement Date from time to time or to take any action on your behalf.
- 5.13 Upon the Settlement Date, we shall be entitled to debit the entire amount payable for the Structured Product Transaction (including, without limitation, the purchase price, all fees, charges, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Investment Account or such other accounts.
- 5.14 The net proceeds of the Structured Product Transaction after deducting all brokerages, commissions, charges, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to us hereunder and the surplus, if any, shall be credited into the Investment Account or such other accounts.
- 5.15 You agree that you are and remain fully responsible for all settlement and all other obligations in relation to any of the Structured Product Transaction entered into by you, regardless of the amount of cleared funds in the Investment Account or such other accounts. In addition, you agree that we are at any time entitled to close out any or all contracts or agreements relating to the Structured Product Transaction effected by us for or with you, cover any short position of you through the purchase of the specified underlying assets on SEHK, other relevant Exchange or the OTC Market or liquidate any of your long position through the sale of the Structured Product on SEHK, other relevant Exchanges or the OTC Market, or take any other action as we may in our absolute discretion consider fit in relation to the relevant Structured Product Transaction should, in our reasonable opinion, we consider that you are or may be unable or unwilling to comply with any of your settlement or other obligations under the Structured Product Transaction entered into.

