

在台灣註冊成立之有限責任公司

Incorporated in Taiwan with limited liability

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

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

台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部投資條款與條件

INVESTMENT TERMS AND CONDITIONS OF THE WEALTH MANAGEMENT & CORPORATE BANKING DIVISION OF TAISHIN INTERNATIONAL BANK CO., LTD., HONG KONG BRANCH

第一部分 - 投資帳戶及投資服務之一般規定

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重要提示

IMPORTANT NOTICE

本台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部投資條款與條件 (「投資條款與條件」) 適用於閣下於台新國際商業銀行股份有限公司財富管理及法人銀行部 (不時透過其香港分行行事) 開設並持有之所有投資帳戶 (其定義參照下文) 以及閣下自我們獲取及由我們提供之服務之投資服務 (其定義參照下文)。

務請細閱並確保閣下充分理解本投資條款與條件。若閣下對任何規定有不理解之處, 建議閣下於簽署投資帳戶開戶手冊 (其定義參照下文) 或採用我們投資服務之前尋求獨立意見。閣下一經簽署投資帳戶開戶手冊, 即表示閣下同意閣下已閱讀、充分理解並接受投資協議 (其定義參照下文) (包括本投資條款與條件), 且投資協議對閣下具有約束力。

英文文本與中文文本之間若有任何衝突之處, 就一切目的而言均應以英文文本為準。

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

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

IN THE CASE OF ANY CONFLICT BETWEEN THE ENGLISH AND CHINESE VERSIONS, THE ENGLISH VERSION SHALL PREVAIL FOR ALL PURPOSES.

第一部分 - 投資帳戶及投資服務之一般規定

PART I - GENERAL PROVISIONS FOR INVESTMENT ACCOUNTS AND INVESTMENT SERVICES

除非我們另行書面同意，否則，本投資條款與條件之本第一部分（「**一般投資規定**」）適用於所有投資帳戶（其定義參照下文）與投資服務（其定義參照下文）。一般投資規定與本投資條款與條件其他部分或投資協議中與特定投資帳戶或投資服務相關的其他規定（「**特別投資規定**」）之間若有任何衝突或不符之處，就該等衝突或不符之處而言且在特別投資規定適用於所涉及之特定投資帳戶或投資服務的條件下，應以特別投資規定為準。

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

本投資條款與條件是對一般條款與條件（其定義參照下文）之補充，並應與一般條款與條件一併閱讀。除非另有規定，本投資條款與條件中的條款與一般條款與條件的任何規定之間若有任何衝突或不符之處，就該等衝突或不符之處而言且在涉及投資帳戶和/或投資服務的條件下，應以本投資條款與條件中的條款為準。

These Investment Terms and Conditions are supplemental to and shall be read in conjunction with the General T&C (as defined below). Unless otherwise specified, if there is any conflict or inconsistency between the terms in these Investment Terms and Conditions and any provisions in the General T&C, the terms in these Investment Terms and Conditions shall prevail to the extent of such conflict or inconsistency and insofar as the Investment Accounts and/or Investment Services are concerned.

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1 除非另有說明或上下文另有規定，否則，一般條款與條件中的定義詞於投資協議中應具有相同含義。於投資協議中，下述用語及表述應具有如下含義：

Unless otherwise stated or the context otherwise requires, terms defined in the General T&C shall have the same meaning in the Investment Agreement. In the Investment Agreement, the following words and expressions shall have the following meanings:

「**關係企業**」，就任何台新集團成員而言，指該台新集團成員（單獨或與任何其他台新集團成員一起）直接或間接擁有任何部分之有表決權股本或類此所有權之任何其他公司或實體。

"**Affiliate**", in relation to any Taishin Group Member, means any other company or entity in which that Taishin Group Member (alone or together with any other Taishin Group Member) owns directly or indirectly any part of the voting share capital or equivalent right of ownership of such company or entity.

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

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

「**本銀行**」指台新國際商業銀行股份有限公司，透過其香港分行行事。就提供投資服務或維持投資帳戶而言，投資協議中凡提及「本銀行」或「我們」之處應指透過我們的財富管理及法人銀行部行事之「本銀行」或「我們」。

"**Bank**" means Taishin International Bank Co., Ltd., acting through its Hong Kong branch. In the context of the provision of Investment Services or maintenance of Investment Accounts, references to the "**Bank**" in the Investment Agreement shall refer to us acting through our WEALTH MANAGEMENT & CORPORATE BANKING DIVISION.

「**CCASS**」指香港結算設立及承作之中央結算及交收系統。

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC.

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

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

「客戶證券規則」指證券及期貨（客戶證券）規則（香港法例第 571H 章）。

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

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

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

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

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

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

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

「違約事件」指一般條款與條件中定義的任何違約事件以及融通文件及/或與投資服務有關之其他交易文件中所載的任何其他違約事件（不論如何對其加以描述）。

"Event of Default" means any Event of Default as defined in the General T&C and any other event of default (however described) in the Facility Documents and/or other transaction documents in relation to the Investment Services.

「一般條款與條件」指台新國際商業銀行股份有限公司香港分行財富管理及法人銀行部一般條款與條件。

"General T&C" or "General Terms and Conditions" means the General Terms and Conditions of the Wealth Management & Corporate Banking Division of Taishin International Bank Co., Ltd., Hong Kong Branch.

「香港結算」指香港中央結算有限公司及其繼承人和受讓人。

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

「控股公司」，就任何公司或實體而言，指該公司或實體為其子公司之公司或實體。

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

「香港」指中華人民共和國香港特別行政區。

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

「香港監管機構」依一般投資規定第 15.1 條之定義。

"Hong Kong Regulators" has the meaning ascribed to it in the General Investment Provisions, Clause 15.1.

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

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

「投資帳戶」指就投資服務以閣下之名義不時於我們開設並持有的任何帳戶。

"Investment Account" means any Account from time to time opened and maintained in your name with us in respect of the Investment Services.

「投資帳戶委託書」指為承作投資帳戶開戶手冊或我們不時要求之其他表格所載一個或多個投資帳戶、並經閣下簽署之帳戶委託書。

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

「投資帳戶開戶手冊」指閣下為開設投資帳戶而簽署的我們的開戶手冊。

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

「投資協議」指閣下與我們就投資帳戶及投資服務簽訂的各項協議，包括投資帳戶開戶手冊、投資帳戶委託書、本投資條款與條件、投資風險披露聲明書、投資交易確認書、投資者評估表格以及我們不時要求適用於任何投資帳戶或投資服務之其他補充條款與條件，而在就任何投資帳戶或投資服務向閣下提供融通的情況下，還包括融通文件。投資協議在適用情況下應與一般條款與條件一併閱讀。

"**Investment Agreement**" means the agreements entered into between you and us in respect of the Investment Accounts and Investment Services, including the Investment Account Opening Booklet, Investment Account Mandate, these Investment Terms and Conditions, the Investment Risk Disclosure Statements, Investment Transaction Confirmations, investor profiling forms and such other additional terms and conditions on any Investment Account or Investment Service, as may be required by us from time to time, including, where a Facility has been made available to you in respect of any Investment Account or Investment Service, the Facility Documents. The Investment Agreement shall be read together and in conjunction with the General T&C as applicable.

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

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

「投資風險披露聲明書」指本投資條款與條件附件 1 所附的風險披露聲明書和警告聲明書，以及我們不時就任何投資帳戶、投資服務或投資產品提供的其他風險披露聲明書及警告聲明書。

"**Investment Risk Disclosure Statements**" means the risk disclosure statements and warning statements attached as Schedule 1 to these Investment Terms and Conditions and such other risk disclosure statements and warning statements provided by us in respect of any Investment Account, Investment Service or Investment Product from time to time.

「投資服務」指我們不時向閣下提供或擬提供的與投資產品有關之任何及所有服務（得依我們裁量決定撤銷、增加或改變）。

"**Investment Service**" means any and all services made, or to be made, available by us to you from time to time (as may be withdrawn, added or modified by us at our discretion) in respect of the Investment Products.

「投資交易確認書」指以我們慣行之格式做成、或以其他我們認為適合之格式做成之確認書，由我們送交予閣下，用以記錄任何投資產品交易之條款者。

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

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

"**Margin Facilities**" means the Facilities granted by us to you for trading Investment Products through the margin Account subject to and upon such terms as we determine from time to time.

「存放」指為發行結構性存款之目的而存入合併金額。

"**Placement**" means placement of the Aggregate Amount for the purpose of launch of a Structured Deposit.

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

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

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

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

「**聯交所**」指香港聯合交易所有限公司，包括其繼承人和受讓人。

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

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

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

「**《證監會操守準則》**」指《證券及期貨事務監察委員會持牌人或註冊人操守準則》。

"**SFC Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

「**《證券及期貨條例》**」指《證券及期貨條例》（香港法例第571章）。

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

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

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

「**結構性產品**」依《證券及期貨條例》附表一第1部分之含義。

"**Structured Product**" has the meaning ascribed to it in Part 1 of Schedule 1 to the SFO.

「**結構性產品交易**」指閣下根據投資協議訂立的任何結構性產品交易。

"**Structured Product Transaction**" means any transaction of the Structured Product entered into by you pursuant to the Investment Agreement.

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

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

「**台新集團**」指不時由位於任何地方之下列實體組成之集團：

"**Taishin Group**" means the group from time to time comprising:

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

均稱為「**台新集團成員**」。

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

「**《第三者條例》**」指《合約（第三者權利）條例》（香港法例第623章）。

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

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

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

1.3 除非上下文另有要求，否則，投資協議中凡提及的：

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

- (i) 「**本銀行**」、「**客戶**」、任何「**擔保品提供方**」及任何「**台新集團成員**」應包括其各自之繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人；
the "**Bank**", the "**Customer**", any "**Collateral Provider**" and any "**Taishin Group Member**" shall include their respective successors, permitted assigns, permitted transferees and any persons deriving title under any of them;
- (ii) 「**修訂**」包括補充、更新、展期（不論到期與否）、重述、重新頒佈或替換（不論具有何等根本性，亦不論是否義務更加繁重），「**經修訂**」應作相應解釋；
an "**amendment**" includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and "**amended**" will be construed accordingly;
- (iii) 「**資產**」包括現時及未來之財產、收入與各種名目之權利；
an "**asset**" includes present and future properties, revenues and rights of every description;
- (iv) 「**保函**」指防止損失之任何保函、信用證、擔保書、補償保證或類此承諾，或任何直接或間接、實際或有之購買或負擔任何人之任何債務、向任何人作出投資或貸款、或購買任何人之資產之義務，在前述每一情況下，該等義務之負擔均旨在維持或協助該人履行其債務之能力；
a "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (v) 「**包括**」應解釋為「**包括但不限於**」，所提及之「**包含**」、「**尤其指**」及相關詞語應相應解釋；
"**including**" is to be construed as "**including without limitation**", and references to "**include**", "**in particular**" and related expressions are to be construed similarly;

- (vi) 「部分」、「節」、「條」和「附件」均指本投資條款與條件之部分、節、條和附件；
"Parts", "Sections", "Clauses" and "Schedules" are to the parts, sections, clauses and schedules of these Investment Terms and Conditions;
- (vii) 「人」應包括個人、獨資、商號、公司、法團、政府、國家或國家機構或任何協會、信託或合夥（不論是否具有獨立法團資格）或上述兩項或多項；
a "person" includes any individual, sole proprietorship, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (viii) 「稅」、「稅捐」、「稅款」、「稅項」、「稅金」、「稅務」包括每種稅、徵費、課稅、關稅或其他類此性質之收費或扣留款項（包括與未繳納或延遲繳納前述任何一項有關之任何應付罰金或利息）；
"tax" includes every tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (ix) 「交易」包括執行閣下指示而產生的交易以及我們為或代表閣下執行的任何其他交易；
"transaction" includes a transaction resulting from effecting your Instruction and any other transaction effected by us for or on your behalf;
- (x) 「相關協議」、「投資協議」、本「投資條款與條件」、「一般條款與條件」、「融通文件」、「PDPO 通知」和任何其他文件應解釋為提及的是以任何方式經不時修訂、重述、展期、更新、替換及/或補充後的該等文件及/或對該等文件加以修訂、重述、展期、更新、替換及/或補充的任何文件；
the "Agreement", the "Investment Agreement", these "Investment Terms and Conditions", the "General T&C", a "Facility Document", "PDPO Notice" or any other document shall be construed as references to that document as amended, restated, extended, novated, replaced and/or supplemented in any manner from time to time and/or to any document which amends, restates, extends, novates, replaces and/or supplements that document;
- (xi) 任何「適用規範」包括經不時修訂、修改、替換、展期或重新頒佈後的該等適用規範及其項下之規則和法規；
any "Applicable Regulation" include references to such Applicable Regulation as amended, modified, replaced, extended or re-enacted from time to time and the rules and regulations thereunder.
- (xii) 單數詞包含複數，反之亦然，所提及之任一性別之詞，包含所有性別；
terms in the singular include the plural and vice versa, and all references to any particular gender include all genders;
- (xiii) 時間均指香港時間，另有規定者除外；及
time are, unless otherwise specified, references to Hong Kong time; and
- (xiv) 「我們」應解釋為提及的是本銀行，投資協議中凡提及的「您」或「閣下」應解釋為提及的是客戶。
"we", "our" or "us" are to be construed as references to the Bank and references in the Investment Agreement to "you" or "your" are to be construed as references to the Customer.

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

Unless context otherwise requires, a reference to a "Clause" in these General Investment Provisions means a Clause in these General Investment Provisions.

2. 投資協議及其他協議

INVESTMENT AGREEMENT AND OTHER AGREEMENT

- 2.1 投資協議應規範閣下與我們之間關於閣下的投資帳戶以及我們的投資服務的關係，並應與其他相關協議（包括一般條款與條件）的規定一併閱讀。除非另有規定，投資協議的條款與任何其他相關協議（包括一般條款與條件）的規定之間若有任何衝突或不符之處，就該等衝突或不符之處而言且在涉及投資帳戶和/或投資服務的條件下，應以投資協議的條款為準。

The Investment Agreement shall govern the relationship between you and us with respect to your Investment Accounts and our Investment Services, which shall be read in conjunction with the provisions in the other Agreement (including the General T&C). Unless otherwise specified, if there is any conflict or inconsistency between the terms in the Investment Agreement and the provisions in any other Agreement (including the General T&C), the terms in the Investment Agreement shall prevail to the extent of such conflict or inconsistency and insofar as the Investment Accounts and/or Investment Services are concerned.

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

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

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

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

3. 投資服務

INVESTMENT SERVICES

- 3.1 閣下理解並同意下列各項：

You understand and agree to the following:

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

- 3.2 閣下可以要求我們提供全權管理服務，而其條款則應在適用範圍內受投資協議（包括本投資條款與條件）以及我們不時要求之其他協議（包括我們與閣下之間的其他全權管理協議）管轄。

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

- 3.3 如果我們向閣下招攬銷售或建議任何金融產品，該等金融產品必須是我們經考慮閣下之財政狀況、投資經驗和投資目標後而認為

合理地適合閣下的。投資協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。就本條之目的而言，「金融產品」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第3類（槓桿式外匯交易）受規管活動的人所買賣的該等槓桿式外匯交易合約。

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the Investment Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this Clause. For the purposes of this Clause, "financial product" means any "securities", "futures contracts" or "leveraged foreign exchange contracts" as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 (leveraged foreign exchange trading) regulated activity under the SFO.

- 3.4 閣下同意定期或按照我們的要求不定期地向我們提供有關閣下的投資目標、投資策略、投資經驗、知識和技巧、風險容忍度、財務狀況和財務需求的資訊以及關於閣下投資概況的其他資訊。我們在履行我們在適用規範和第3.3條項下的義務時使用並依賴閣下提供的該等資訊。如果存在閣下認為相關的情況或其他考慮事項，或者任何上述資訊發生變更，閣下應在可行範圍內盡快通知我們。我們向閣下發出的有關投資產品的任何意見、建議和招攬，或在我們提供投資服務的過程中進行我們的適當性評估或其他評估，將完全基於閣下提供給我們的資訊。儘管我們已採取我們認為適當的或適用規範要求的合理措施，我們沒有義務將我們並未實際知悉的有關閣下的任何資訊考慮在內。我們不會將閣下在其他金融機構持有的投資考慮在內，除非閣下已明確向我們披露此類資訊。對於因閣下提供的任何資訊不準確、有誤導性、不正確、不完整、過時或虛假或者閣下作出失實陳述而導致的任何損失，我們也不承擔責任。

You agree to regularly or upon our request from time to time provide us with information relating to your investment objectives and investment strategies, investment experience, knowledge and sophistication, risk tolerance, financial situation, financial needs and such other information relating to your investment profile. We use and rely on such information provided by you for the purpose of discharging our obligations under the Applicable Regulations and Clause 3.3. If there are circumstances or other considerations that you may consider relevant, or should any such aforementioned information change, you should inform us as soon as practicable. **Any advice, recommendations and solicitations in respect of any Investment Product made to you or the conduct of our suitability assessment or other assessment in the course of our provision of Investment Services will be based solely on the information you provide to us. We shall not be obliged to take into consideration any information about you that we are not actually aware of despite that we have taken reasonable steps as we consider appropriate or as required under the Applicable Regulations. We will not take into consideration your investments held in other financial institutions unless you have specifically disclosed such information to us. We shall also not be responsible for any losses that arise as a result of any inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by you or your misrepresentations.**

- 3.5 就我們提供投資服務的衍生產品而言，我們經閣下要求時，將會向閣下提供有關任何該等衍生產品的規格或章程或其他要約文件。閣下應參閱第二部分第4條以及我們不時向閣下作出的關於收取保證金的程序及在什麼情況下我們可無需閣下同意而將閣下的衍生產品持倉出售或平倉的其他披露。

In respect of derivative products for which we provide Investment Services, we shall provide to you on request product specifications and any prospectus or other offering document covering any such derivative products. You shall refer to Clause 4 of Part II and such other disclosure we make to you from time to time on the margin procedures and the circumstances under which you positions in derivative products may be closed without your consent.

4. 授權和交易之一般層面

AUTHORIZATION AND TRANSACTIONS GENERALLY

- 4.1 我們可以作為委託人或代理人與閣下或者為閣下進行投資產品之交易。除非另在投資協議中載明、另經我們明確同意或者另行通知閣下，我們在交易中作為閣下之代理人行事。

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

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

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

- 4.3 閣下授權我們在提供投資服務（包括執行投資產品的交易）的過程中按照我們自行決定並認為適當的條款在我們自行決定並認為適當的時間挑選和指示任何代理人，並且閣下確認，該等代理人的業務條款以及適用規範（包括執行、結算和清算該等交易時所在的任何交易所、結算所和交易平台的規則）應適用於該等交易並對閣下具有約束力。

You authorize us to select and instruct any Agent on such terms and at such times as we may absolutely decide and deem fit in the provision of the Investment Services including effecting transactions in Investment Products, and you acknowledge that the terms of business of such Agent and the Applicable Regulations including the rules of any Exchange, Clearing House and trading platform on and through which such transaction is executed, settled and cleared shall apply to such transaction and shall be binding on you.

- 4.4 在受限於適用規範之前提下，我們有權專依我們裁量，在任何涉及閣下之交易中，為自己之利益或為我們其他客戶之利益以委託人之身份擔任交易對手。任何交易得與以其委託人之身份或為其其他客戶之利益行事之人或實體（包括任何台新集團成員）承作、或透過此等人或實體承作。閣下認知並同意，當我們或任何其他台新集團成員以上述任何身份或者在任何其他有衝突之位置上行事時，我們或者該台新集團成員之利益可能會與閣下的利益發生衝突。如果我們或任何其他台新集團成員在任何涉及閣下之交易中以委託人之身份或為其他人之利益擔任交易對手，則在受限於適用規範之前提下，我們或者該台新集團成員有權為之，而沒有責任就因此而給我們或者該台新集團成員帶來的任何利潤向閣下作出交代或披露。我們擁有充分權力，在我們認為適當時將其全部或部分權限委託給我們認為適當的任何台新集團成員行使。

Subject to Applicable Regulations, we shall be entitled in our absolute discretion to act as principal for our own benefit or for the account of our other clients as a counterparty in any transaction involving you. Any transaction may be made with or through such persons or entities (including any Taishin Group Member) acting in their principal capacities or for the account of their other clients. You acknowledge and agree that when we or any other Taishin Group Member act(s) in any of the abovementioned capacities or in any other position of conflicts, the interests of us or such Taishin Group Member may conflict with your interests. Where we or any other Taishin Group Member act(s) as principal or for the account of others as counterparty in any transaction involving you, subject to Applicable Regulations, we or such Taishin Group Member shall be entitled to do so, without being liable to account for or disclose to you any profit thereby accruing to us or such Taishin Group Member. We shall have full power to delegate our authority in whole or in part to any Taishin Group Member as we may deem fit.

- 4.5 我們有權在執行閣下的任何交易時採取所有適用規範和市場慣例所要求或允許的一切措施。閣下同意，我們有權專依我們裁量採取或不採取任何行為，以確保遵守適用規範和市場慣例，而且所採取的所有該等行為對閣下具有約束力。

We reserve the right to take all such steps as may be required or permitted by all Applicable Regulations and market practice in effecting any of your transactions. You agree that we shall have the right to take or refrain from taking any action which we in our absolute discretion consider appropriate in order to ensure compliance with the same, and all such actions so taken shall be binding on you.

- 4.6 我們或其他台新集團成員可就由我們或其他台新集團成員管理、擔任顧問、發行或代理銷售並且可能導致利益衝突之任何交易或投資產品收取酬金、報酬或者其他利益或好處（不論是金錢還是其他形式的）。閣下同意，我們可依我們裁量自閣下支付給我們之費用、佣金或價差中向其他台新集團成員作出支付。除非我們另有明確同意，否則，若我們或其他台新集團成員在背對背交易中以委託人身份行事，我們將不會保留有利的價格差異所帶來的收益。

We or other Taishin Group Members may receive remuneration, compensation or other benefits or advantages (whether monetary or otherwise) in connection with any transactions or Investment Products, which are managed, advised, issued or distributed by us or other Taishin Group Members, which may give rise to conflict of interests. You agree that we may at our discretion make payments to other Taishin Group Members out of the fees, commissions or spreads which you pay to us. Unless otherwise specifically agreed by us, in back-to-back transactions where we or other Taishin Group Member act(s) as principal, we will not retain the benefits from the price improvements.

- 4.7 如果我們透過經紀人為閣下執行任何交易，則閣下同意，在受限於適用規範之前提下，我們可向該經紀人收取並保留現金回佣和軟佣金。該等軟佣金可包括研究和諮詢服務、經濟和政治分析、投資組合分析、市場分析、數據和報價服務、上述貨物和服務所附帶之電腦硬件和軟件、結算和保管服務以及與投資相關之出版物。

Where we execute any transaction for you through a broker, you agree that we may receive and retain cash rebates and soft dollar

commissions from the broker subject to the Applicable Regulations. Such soft dollar commissions may include research and advisory services, economic and political analysis, portfolio analysis, market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment-related publications.

4.8 在不影響上述規定之前提下，閣下同意，在受限於適用規範之前提下：

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

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

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

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

4.10 我們不對任何投資產品之任何增益或盈利水平提供任何保證或擔保。閣下認知並同意，任何投資產品在過去的績效表現並不代表未來的績效表現。閣下認知，我們並未授權其任何僱員或代理人為鼓勵閣下申請任何投資服務、投資於任何投資產品或訂立任何交易而就任何投資產品之績效表現提供任何保證或擔保。

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

4.11 對於由我們或我們的任何有聯繫者（包括我們的總部）不時發行的(i)外匯產品（包括即期遠期和無本金交割遠期、貨幣連結結構性產品和雙貨幣連結投資）、(ii)商品期貨（包括商品連結結構性產品）、(iii)結構性票據、和(iv)我們不時確定的任何其他產品，我們或我們的任何有聯繫者（包括我們的總部）可從該等發起和代銷中獲益。

In respect of (i) foreign exchange (including spot forwards and non-deliverable forwards, currency linked Structured Products, and dual currency linked investments); (ii) commodity products (including commodity-linked Structured Products); (iii) structured notes; and (iv) any other product as we may from time to time determine, which in each case is issued by us or any of our associates (including our head office), we or any of our associates (including our head office) may benefit from the origination and distribution.

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

In respect of Investment Products which are issued by third-party issuers, we and/or our associates (including our head office) may receive from the product issuer non-monetary benefits in the nature of research and advisory services, market analysis, portfolio analysis, training, seminars, etc. for distributing such Investment Products.

4.13 受限於我們不時告知的條款，閣下有時可在就某些投資產品應付的費用和收費方面享受下調或折扣。

You may at times be able to benefit from a reduction in or a discount on the fees and charges payable in relation to certain Investment Products subject to the terms as notified by us from time to time.

4.14 對於某些投資產品（我們會不時通知閣下這些投資產品為何），我們並非獨立的中介人，理由是(i)我們有收取其他方（可能包括

產品發行人) 就我們向閣下分銷該等投資產品而提供的費用、佣金或其他金錢收益; 和/或(ii)我們有收取由其他方提供的非金錢收益, 或者與我們向閣下分銷的該等投資產品之發行人有緊密聯繫或其他法律或經濟關係。對於某些投資產品(我們會不時通知閣下這些投資產品為何), 我們是獨立的中介人, 理由是我們沒有收取由任何一方就我們向閣下分銷該等投資產品而提供的費用、佣金或任何其他金錢收益, 並且我們與產品發行人沒有任何緊密聯繫或其他法律或經濟關係, 亦沒有從任何一方取得任何非金錢收益, 而這些聯繫、關係或收益可能損害我們的獨立性, 使我們偏好任何特定投資產品、任何投資產品類別或任何產品發行人。如需了解詳情, 閣下應查閱在訂立任何該等投資產品交易之前或之時我們須向閣下交付的披露。

In respect of certain Investment Products (which we may notify to you from time to time), we are **not** an independent intermediary because (i) we receive fees, commissions or other monetary benefits from other parties (which may include product issuers) in relation to our distribution of such Investment Products to you; and/or (ii) we receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of such Investment Products that we may distribute to you. In respect of certain Investment Products (which we may notify to you from time to time), we are an independent intermediary because we do **not** receive fees, commissions, or any other monetary benefits provided by any party in relation to our distribution of such Investment Product to you and we do **not** have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair our independence to favor any such particular Investment Product, any class of such Investment Products or any product issuer. For details, you should refer to the disclosure which we are required to deliver to you prior to or at the point of entering into any transaction in such Investment Products.

- 4.15 若某一投資產品由我們的總部發行, 則我們與產品發行機構為關聯方, 因為兩者為同一法律實體。還可能存在我們與產品發行機構為同一集團內公司的情形。在我們和產品發行機構並非同一公司集團之成員的情況下, 我們仍可能以其他方式與產品發行機構存在關聯關係。例如, 我們或者我們的有聯繫者可能以其他身份(例如安排人、發起人、管理人、顧問等)涉及該等投資產品, 而我們或者我們的有聯繫者可能就該等投資產品獲得金錢或非金錢收益。如需了解詳情, 閣下應查閱在訂立任何該等投資產品交易之前或之時我們須向閣下交付的披露。

Where an Investment Product is issued by the head office of us, we are affiliated with the product issuer as they are the same legal entity. Also we could be within the same group of companies as the product issuers. Where we and the product issuer are not members of the same group of companies, we may still be affiliated with the product issuer in other manner. For example, we or our associates may be involved in other capacities (such as an arranger, sponsor, administrator, advisor, etc.) with respect to such Investment Product for which we or our associates may receive monetary or non-monetary benefits. For details, you should refer to the disclosure which we are required to deliver to you prior to or at the point of entering into any transaction in such Investment Product.

5. 指示

INSTRUCTIONS

- 5.1 一切指示須於我們不時專依我們裁量確定之截止時間前由我們收受。我們得將我們於規定之截止時間後或非營業日收受之任何指示視為於下一營業日收受之指示, 我們不對未於或無法於收受日處理任何該等指示負擔責任。另外, 涉及外國因素之指示, 僅可於相關市場之銀行於相關司法管轄區開門營業之日予以執行。閣下認知, 指示和交易不能全部立即得到處理或一定會在任何具體時間得到處理。在不影響前述規定的條件下, 閣下向我們作出的任何當日委託指令, 若未經我們在相關交易所結束營業之前簽署, 應被視為已自動取消。除非我們另行通知或同意, 否則, 所有指示都不可撤銷, 並對閣下具有約束力。

All Instructions must be received by us by the cut-off time as determined by us from time to time in our absolute discretion. **We may treat any Instruction which we receive after the specified cut-off time, or on a non-Business Day, as having been received on the next Business Day, and we shall not be liable for any failure or inability to process any such Instruction on the day of receipt.** In addition, Instructions involving a foreign element can be effected only on days when banks in the relevant markets are open for business in the relevant jurisdictions. **You acknowledge that Instructions and transactions may not in all cases be processed immediately or at any particular time of the day. Without prejudice to the aforementioned, any day order placed by you with us that has not been executed by us before the close of business of the relevant Exchange shall be deemed to have been cancelled automatically. Unless otherwise notified or agreed by us, all Instructions shall be irrevocable and binding on you.**

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

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

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

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

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

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

- (xi) 閣下的投資帳戶或相關交收帳戶因任何原因被關閉、暫停、凍結或以其他方式不能使用，或任何投資服務因任何原因被暫停、終止或以其他方式不予提供。

your Investment Account or related settlement Account is closed, suspended, frozen or otherwise inaccessible for any reason or any of the Investment Services is suspended, terminated or otherwise not made available for any reason.

5.4 我們亦得不時規定我們接受閣下指示之任何額外條件（包括簽署或提供額外之資訊或文件）。

We may also from time to time prescribe any additional conditions subject to which we will accept your Instructions (including the execution or provision of additional information or documents).

5.5 我們可以但無義務與閣下或者代表閣下訂立任何交易。我們可在我們於當時情況下認為合理之時間執行該交易，而且不對在執行該交易時出現之任何延誤承擔責任。在不影響前述任何規定或者相關協議之任何其他規定的同時，我們可以依我們裁量（但無義務）：

We may, but are under no obligation to, enter into any transaction with you or on your behalf. We may implement such transaction within such time as we consider reasonable in the circumstances and will not be liable for any delay in implementing such transactions. Without prejudice to any of the foregoing or any other provision of the Agreement, we may at our absolute discretion (but are not obliged to):

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

5.6 在閣下下達任何「止蝕」指令之情形下，若依市場狀況難以或無法執行此等指令時，閣下茲免除我們因未能執行此等「止蝕」指令而產生之任何責任，並授權我們在此等情況下以我們認為適當之價格及方式執行此等指令。閣下確認，由於執行交易時所在的交易所的交易慣例，有時在出價方面或者按照在任何特定時點所報的價格或「最佳」或「市場」價格交易方面可能出現延遲。我們或任何代理人均未向閣下陳述：任何指令將按照之前透過自動報價系統或其他方式報給閣下之價格執行。閣下同意在任何情況下均受到我們在上述情形中代表閣下執行之交易約束。上述規定不得減損適用規範下適用於本銀行的按最佳條件執行交易之義務。

In the event that you place any "stop-loss" order and market conditions make it difficult or impossible to execute such order, you hereby release and discharge us from all liability arising out of the non-execution of such "stop-loss" order and authorize us, in such circumstances, to execute such order at such rate and in such manner as we may deem appropriate. You acknowledge that due to the trading practices of an Exchange in which a transaction is executed, there may, on occasions, be a delay in making prices or in dealing at the prices quoted at any specific time or "at best" or "at market". Neither we nor any of the Agents represents to you that any order will be executed at a price previously quoted to you by way of an automated quotation system or otherwise. You agree in any event to be bound by the transaction

executed by us on your behalf in such circumstances. The aforesaid shall not derogate from the best execution obligations applicable to the Bank under the Applicable Regulations.

- 5.7 閣下同意，如果一項指令無法完全執行，則可能部分執行。如果任何交易無法全部或部分按照閣下的指示執行，我們無需立即通知閣下，除非適用規範有此要求。閣下還認知並同意，閣下可能分配不到所認購或購買之全部數量的投資產品。投資產品之任何認購或購買均受限於可得性。我們可以按我們關於分配之內部政策或者以我們認為適當之其他方式作出任何分配。在分配作出之後，我們將不接受關於變更或者放棄該等分配之任何要求。向閣下作出之任何分配均對閣下具有約束力。

You agree that an order may be partially executed if it cannot be fully executed. If any transaction cannot be executed in whole or part in accordance with your Instructions, we are not required to notify you immediately unless required by Applicable Regulations. You also acknowledge and agree that you may not be allocated for the full quantity of the Investment Products subscribed for or purchased. Any subscription and purchase of Investment Products is subject to availability. We will make any allocation in accordance with our internal policy on allocations or in such other manner as we consider appropriate. We will not accept any requests for alteration or waiver of allocations after the allocations are made. Any allocation given to you shall be binding on you.

- 5.8 除非我們另行同意，而且，不論相關協議中有何相反規定，我們不接受和執行任何購買指示，除非存於投資帳戶或相關交收帳戶或者另行存於我們之已結算資金足以用於此目的，或者我們已同意向閣下預付資金，或者閣下已作出令我們滿意之其他安排來提供足夠之已結算資金，以便按時履行結算義務。在資金不足的情況下，我們可以（但無義務）賣出或平倉閣下已按照我們認為合適之條款訂立買進合約之任何相關投資產品，而且，我們保留向閣下追償我們因此遭受或招致之任何損失、收費和支出的權利。如果交易之計值貨幣與存於投資帳戶或相關交收帳戶或者為此目的而存於我們的貨幣不同，則我們即有權（但無義務）按照依我們裁量而確定之匯率在由閣下承擔費用和成本的情況下執行任何外匯交易。如果閣下已下達多項指示，但沒有足夠之資金或可用信貸融通用以履行因所有該等指示而產生之義務，則我們可依我們裁量決定執行其中的哪個或哪些指示，而無須考慮該等指示之日期。任何交易項下到期應付之款項通常將在相關投資產品交付給閣下或者交付至閣下相關帳戶之前由閣下支付或者記入相關帳戶之借項，我們亦概不負責任何由未能交付任何投資產品所引致的損失，除非該等損失是由我們之詐騙、嚴重疏忽或故意不當行為直接導致的可合理預見之結果。

Unless we otherwise agree and notwithstanding any terms to the contrary in the Agreement, we will not accept and effect any purchase Instruction unless there are sufficient cleared funds in the Investment Account or related settlement Account or held with us for such purpose, or we have agreed to advance funds to you, or you have other arrangements in place to our satisfaction to make sufficient cleared funds available, to meet the settlement obligations in time. **In case of any shortfall of funds, we may but are not obliged to sell or liquidate any relevant Investment Product that you had contracted to buy on such terms as we may deem fit, and we reserve our rights to recover from you any losses, charges and expenses suffered or incurred by us therefrom. If the transaction is denominated in a currency (which is different from the currency held in the Investment Account or related settlement Account or held with us for such purpose), we are authorized (but not obliged) to carry out any foreign exchange transaction at such exchange rates at our discretion, and at the expense and costs of you.** Where you have placed a number of Instructions and there are insufficient monies or available credit facilities to meet the resulting obligations of all these Instructions, we may at our discretion decide which of the Instructions will be executed irrespective of the dates of the Instructions. The amount due on any transaction will usually be paid by you or debited from the relevant Account before the actual delivery of the relevant Investment Product to you or into your relevant Account, and **we will not be responsible for any losses for any non-delivery of any Investment Product, except to the extent the losses are direct and reasonably foreseeable consequences of the fraud, gross negligence or willful misconduct of us.**

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

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

Products which is subject of the sale Instruction until completion of the relevant transaction.

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

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

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

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

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

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

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

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

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

5.14 在適用規範允許的範圍內，我們可於一段時間內在一系列交易中執行任何閣下指示，並向閣下報告該等系列交易之平均價格，而無須報告每一具體交易之實際價格。

To the extent permitted under Applicable Regulations, we may execute any Instructions of you in a series of transactions over a period of time and report to you an average price for such series of transactions instead of the actual price for each particular transaction.

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

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

5.16 如果我們要求閣下在指定時間期限內作出回覆，閣下認知，閣下未在該指定時間期限內回覆可能導致我們不能執行閣下之指示。

Where we require a response from you within a specified time frame, you acknowledge that failure to respond within such specified timeframe may result in us being unable to implement your Instructions.

6. 結算

SETTLEMENT

6.1 如果引起貸記的投資產品或現金的交付按照適用規範和市場慣例被沖回，則向閣下帳戶進行的該等現金或投資產品的貸記可被沖回。

Any crediting to you of cash or Investment Products is subject to reversal if, in accordance with all Applicable Regulations and market practice, the delivery of Investment Products or cash giving rise to the credit is reversed.

6.2 如果我們未就我們擬與閣下或擬為閣下結算或執行的任何交易收到應付的現金或投資產品，或者，如果閣下未採取為確保該等交易的妥善、及時結算而需要採取的步驟，或者，如果閣下未能履行對我們或任何第三方負有的任何其他責任，或我們真誠認為閣下將無法履行該等責任，我們經提前三(3)天向閣下發出相關通知或發出我們專依我們裁量規定的其他通知，可行使下列權利：

If we do not receive either cash or Investment Products when due in respect of any of transactions which we are to settle or effect with or for you, or you do not take all steps necessary to secure the due and prompt settlement of any such transaction, or you fail to meet or we believe in good faith that you are about to fail to meet any other liability to us or any third party, we may on giving you three (3) days' prior notice thereof or such other notice as specified by us in our absolute discretion and exercise the following rights:

(b) 我們可以（但無義務）按照我們專依我們裁量認為合適的價格和方式，取消、沽清、終止或沖回任何或所有的交易、進行買入操作以結算或平掉閣下設置的任何空頭倉位，及/或出售、變現、質押、抵押或另行處置為閣下持有的或我們和/或任何台新集團成員有權代閣下接收或控制的任何現金、投資產品或其他資產（相關費用由閣下自行承擔，且我們和/或任何台新集團成員對任何損失或價格下跌概不負責）；及

we may (but are not obligated to) at your own costs cancel, close out, terminate or reverse all or any of transactions, buy in to settle or close any short position created by you, and/or sell, realize, charge, pledge or otherwise dispose of any of cash, Investment Products or other assets held for you or which we and/or any Taishin Group Member may be entitled to receive or control on your behalf at whatever price and in whatever manner we see fit in our absolute discretion (without us and/or any Taishin Group Member being responsible for any loss or diminution in price); and

(c) 我們可以（但無義務）在閣下自行承擔費用的前提下承作任何其他交易。

we may (but are not obligated to) at your own costs enter into any other transactions.

6.3 雖有上述規定，除非適用規範另有要求，否則，我們並無義務作出任何其他行為或不作為（包括使用為閣下持有的資金），以減少或消除由閣下或為閣下承作的任何交易、倉位或承諾項下的任何責任。

Notwithstanding the aforesaid, unless otherwise required by Applicable Regulations, we are not obligated to take any action or inaction (including the application of your money held for you) in order to reduce or eliminate any liability under any of transactions, positions or commitments undertaken by or for you.

6.4 投資產品的結算或清算所產生的任何資產和利潤，將會貸記到閣下通知我們的帳戶或我們確定的其他帳戶中，而由此產生的任何損失則會從該等帳戶中借記。由於該等結算或清算引起的任何借項餘額應由閣下立即支付給我們，不論我們是否提出要求。

Assets and profits arising on settlement or liquidation of Investment Products will be credited to, and any losses arising from the same will be debited from, such Account notified by you to us, or otherwise such other Account as may be determined by us. Any debit balance arising as a result of such settlement or liquidation will be payable by you to us forthwith whether or not demanded by us.

6.5 閣下認知，閣下將承擔與閣下未能在所要求的結算日期或之前履行閣下任何義務相關而產生的任何損失、費用和支出，且閣下應就該等損失、費用和支出向我們作出彌償並確保我們免受損害。

You acknowledge that you will be responsible to and will indemnify and keep indemnified us from any loss, costs, fees and expenses in connection with your failure to meet any of your obligations by the settlement dates required.

7. 責任排除

EXCLUSION OF LIABILITY

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

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

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

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, and without prejudice to other provisions in the Agreement, we (and any Taishin Group Member) exclude all and any liability in respect of any loss, damage, cost, expense or other liability suffered or sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect, in connection with:

- (i) 任何投資帳戶及/或投資服務不可用、被取消或終止；
the unavailability, cancellation or termination of any Investment Account and/or Investment Service;
- (ii) 任何交易被取消、撤回、撤銷或暫停，或未能執行或實施來自閣下的任何交易或指令；
the cancellation, withdrawal, revocation or suspension of any transaction or any failure to execute or effect any transaction or order from you;
- (iii) 閣下指示或其他資訊傳輸過程中的任何中斷、暫停、延遲、丟失、損壞或其他故障或不準確，無論如何引起；
any interruption, suspension, delay, loss, damage or other failure or inaccuracy in the transmission of your Instructions or other information, howsoever caused;
- (iv) 透過其向或由我們、我們代理人或任何其他第三者告知與閣下相關的任何指示或資訊的任何電信公司、設備、裝置或媒介未經授權而洩露或披露該等指示或資訊；
the unauthorized leakage or disclosure of any Instruction or information relating to you by any telecommunications company, equipment, device or intermediary through which such Instruction or information is communicated to or from us or our agents or any other third party;
- (v) (a)設備、電信、資料通訊及/或電腦系統故障、失靈、崩潰、中斷、不足或不可用，(b)市場混亂或關閉，(c)適用規範的任何變更或任何監管機構、政府或准政府機構或法院的措施、指示、命令或要求，(d)與任何投資帳戶或投資服務有關的裝置，(e)天災，(f)政府行為，(g)水災、地震、颱風或火災或其他惡劣天氣條件，(h)內亂或騷亂，(i)罷工、封鎖或其他勞工行動或貿易爭端，(j)戰爭，(k)大流行病或流行病，(l)不可抗力，或(m)其他不受我們合理控制的原因；
any (a) failure, malfunction, breakdown, interruption, inadequacy or unavailability of equipment, telecommunications, data communications and/or computer systems, (b) market disruption or closure, (c) change in Applicable Regulations or the actions, directions, orders or requests of any regulator, government or quasi-government body or court, (d) installation in connection with any Investment Account or Investment Service, (e) acts of God, (f) government acts, (g) flood, earthquakes, typhoons or fire or other serious weather conditions, (h) civil commotion or unrest, (i) strikes, lock-outs or other industrial action or trade disputes, (j) war, (k) pandemic or epidemic, (l) force majeure or (m) other causes beyond our reasonable control;
- (vi) 因偽造的指示或任何其他欺詐行為而實施的任何交易；
any transaction effected as a result of a forged Instruction or any other fraudulent conduct;

- (vii) 閣下使用投資服務或我們向閣下提供投資服務、為閣下維持投資帳戶、或為或與閣下實施任何交易、以及以其他方式辦理或處理任何投資帳戶、投資服務或交易；
your use of the Investment Services or our provision of Investment Services to you, maintaining the Investment Accounts for you, or effecting any transactions for or with you and otherwise the handling or dealing with any Investment Account, Investment Service or transactions;
- (viii) 因任何原因或由於我們依（或不依）任何指示行事、我們決定不處理任何指示、或我們延遲、無法或未依全部或部分指示行事；
our decision not to process any Instruction or our delay, inability or failure to act on an Instruction in part or in full for any reason or otherwise in consequence of our acting (or not acting) on any Instruction;
- (ix) 我們收到指示至依指示行事期間、相關資產（包括任何投資產品）價格之任何波動；
any fluctuation in the price of the relevant asset (including any Investment Product) between the time we receive an Instruction and the time we act on it;
- (x) 閣下未履行和遵守在投資協議、任何適用規範、市場慣例項下的或與任何投資服務或投資帳戶相關的義務；
any default by you in performing and observing your obligations under the Investment Agreement, any Applicable Regulations, market practices or relating to any Investment Service or Investment Account;
- (xi) 任何代理人、對手方、保管人、次保管人、專業顧問、經紀人、交易商或為投資協議而締約或聘用的任何當事人的任何作為或不作為；
any act or omission of any agent, counterparty, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes of the Investment Agreement;
- (xii) 保全或執行我們關於任何投資帳戶或投資服務之權利或行使我們關於任何投資帳戶或投資服務之權力；及/或
the preservation or enforcement of our rights or exercise of our powers in connection with any Investment Account or Investment Service; and/or
- (xiii) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊、
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

因我們詐騙、嚴重疏忽或故意違約造成的直接並可合理預見的後果所引起的除外。

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

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

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, and without prejudice to other provisions in the Agreement, we (and any Taishin Group Member) exclude any liability for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive, incidental or exemplary damages, expenses, losses or costs even if reasonably foreseeable, whether arising as a matter of contract, tort (including gross negligence), breach of statutory duty or otherwise.

- 7.4 投資協議之任何規定（包括本條）均不排除或限制我們對下述各項之責任：(i) 因我們或我們的代理人、僱員或受僱人之過失造成之死亡或人身傷害、(ii) 我們或我們的代理人、僱員或受僱人之詐騙或欺騙侵權行為、或(iii) 依法或根據任何適用規範（包括《證監會操守準則》）不得排除或限制之任何其他責任。

Nothing in the Investment Agreement (including this Clause) shall exclude or limit our liability in respect of (i) death or personal injury caused by the negligence of us or our agents, employees or servants, (ii) fraud or the tort of deceit committed by us or our agents, employees or servants, or (iii) any other liability to the extent that it cannot, as a matter of law or pursuant to any Applicable Regulations (including the SFC Code of Conduct), be excluded or limited.

8. 承諾、聲明和保證

UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 8.1 閣下向我們作出以下聲明和保證、該等聲明和保證視為由閣下在(a)向我們作出指示、(b)申請或使用任何投資帳戶或投資服務、或

(c)根據投資協議訂立交易的每一日重複：

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

- (i) (除非閣下為自然人)閣下係依據閣下註冊成立或設立所在地司法管轄區之法律正式註冊成立或設立並有效存續。
(Unless you are a natural person) you are duly incorporated or established and validly existing under the laws of your jurisdiction of incorporation or establishment.
- (ii) 閣下擁有進行下述各項之充分權力、能力和權限：簽署和交付投資協議及與之相關之任何其他文件，維持並承作任何投資帳戶，利用任何投資服務，履行閣下在投資協議和每一交易項下的義務，且閣下已採取一切必要行動授權該等簽署、交付和履行。
You have full power, capacity and authority to execute and deliver the Investment Agreement, any other documentation relating thereto, maintain and operate any Investment Account, utilize any Investment Service, and to perform your obligations under the Investment Agreement and each transaction and you have taken all necessary action to authorize such execution, delivery and performance.
- (iii) 閣下訂立之交易符合所有適用規範、投資產品之條款與條件以及適用於閣下之其他合約或安排
The transaction entered into by you is in compliance with all Applicable Regulations and terms and conditions of the Investment Products and other contracts or arrangements applicable to you.
- (iv) 任何該等簽署、交付和履行均不違反對閣下適用的任何適用規範、任何組織文件(除非閣下為自然人)或任何信託契約、合同或對閣下或閣下的任何資產適用、有約束力或有影響的其他文據或任何合同限制，亦不使閣下有義務創設任何留置權、擔保權益或產權負擔(為我們的利益創設除外)。
Any such execution, delivery and performance will not violate or conflict with any Applicable Regulation applicable to you, any provision of any constitutional documents (unless you are a natural person) or any trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance (other than in favor of us).
- (v) 要求閣下就投資協議及其中所擬的交易取得的所有政府、監管及其他同意均已取得並完全有效，且任何該等同意的所有條件均已得到遵守。
All governmental, regulatory and other consents that are required to have been obtained by you in relation to the Investment Agreement and the transactions contemplated therein have been so obtained and are in full force and effect and all conditions of any such consents have been complied with.
- (vi) 閣下在投資協議及就投資協議達成之任何文件項下的義務構成閣下之有效法律義務，對閣下具有約束力並得依其各自條款強制執行。
Your obligations under the Investment Agreement and any documents entered into in connection with any of them constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms.
- (vii) 由或代表閣下就投資協議、任何投資帳戶、投資服務和指示向我們提供之所有資訊、文件、聲明與保證均為真實、正確、準確、完整、真確和不具誤導性的。
All information, documents and representations and warranties provided to us by you or on your behalf in connection with the Investment Agreement, any Investment Account, Investment Service and Instruction are true, correct, accurate, complete, authentic and not misleading.
- (viii) 閣下是每一投資帳戶及每一投資帳戶中所有資產之唯一法定受益權人(已以我們可能要求之格式另行明確向我們披露者除外)，該等帳戶及資產無任何第三者權利、申索或權益(我們所享有者除外)，而且閣下以委託人身份而訂立每一個交易，而非以任何其他人之受託人、代理人或其他身份。
Unless expressly disclosed otherwise to us in writing in such form as we may require, you are the sole legal and beneficial owner of each Investment Account and all of the assets in each Investment Account, free from any third party rights, claims or interests (other than those of us), and will enter into each transaction as principal and not as trustee, agent or otherwise for and on behalf of any other person.

- (ix) 除非已以我們可能要求之格式另行明確向我們披露，否則閣下須最終負責發出與每一交易相關之每一指示，享有一切交易之商業或經濟利益並承擔其商業或經濟風險。
- Unless expressly disclosed otherwise to us in writing in such form as we may require, you are ultimately responsible for originating each Instruction in relation to each transaction and stand to gain the commercial or economic benefit of all transactions and bear their commercial or economic risks.**
- (x) 閣下指派之任何獲授權人已被正式指派代表閣下行事，擁有代表閣下發出、核實或確認指示之所有必要權限，但須遵守指派該人之文件中所載或之後書面通知我們並由我們接受之任何明確限制。
- Any Authorized Person appointed by you is duly appointed to act on your behalf with all requisite authority to give or verify or confirm Instructions on your behalf, subject to any express limitations contained in the document appointing such person or subsequently notified to and accepted by us in writing.
- (xi) 閣下資可抵債，未有任何人提起與閣下或閣下之資產相關之破產、清算、解散、資不抵債、接管或類似程式，閣下亦不旨在提起而且預計也不會出現此等程式。
- You are solvent, and no bankruptcy, liquidation, dissolution, insolvency, receivership or similar proceedings with respect to you or your assets have been commenced by any person nor are they intended or anticipated by you.
- (xii) 閣下完全了解並充分理解市場及閣下投資帳戶項下交易之投資產品，並且閣下熟悉並理解香港及其他地方與買賣、投資或交易投資產品相關之所有適用規範，包括與內幕交易、市場失當行為、投資和賣空限制、持倉限制和監管報告。閣下同意始終遵守所有該等適用規範。尤其是，閣下聲明並保證，閣下完全了解交易所之規則和其他適用規範，並將熟悉和遵守所有該等適用規範。
- You are fully aware of, and understand fully the market and the Investment Products traded under your Investment Account, and you are familiar with and understand all Applicable Regulations in Hong Kong and elsewhere in respect of trading, investing in or dealing with Investment Products including those relating to insider dealing, market misconduct, investment and short selling restrictions, position limits and regulatory reporting. You agree to comply with all such Applicable Regulations at all times. In particular, you represent and warrant that you are fully aware of the rules and other Applicable Regulations of the Exchange, and will familiarize yourself with and comply with all such Applicable Regulations.
- (xiii) 閣下確認收到投資風險披露聲明書，完全了解並接受其中所述之風險（包括損失）。
- You acknowledge the Investment Risk Disclosure Statements and fully understand and accept the risks (including the risk of loss) described thereunder.**
- (xiv) 閣下完全了解投資產品交易之風險和後果，並同意承擔該等風險和後果。
- You fully understand and agree to bear the risks and consequences of dealing in Investment Products.
- (xv) 閣下完全了解並同意透過 CCASS 或在 CCASS 中取得、認購及/或持有之投資產品（包括證券）應根據《中央結算系統一般規則》規則持有。
- You fully understand and agree that the Investment Products (including Securities) acquired, subscribed and/or held through or in CCASS shall be held subject to and in accordance with the General Rules of CCASS.
- (xvi) 不存在違約事件，不存在與閣下或閣下之事務相關之下述事實或情形：未曾向我們披露，而且一旦向我們披露，則按合理預計將使我們拒絕開設任何投資帳戶，暫停或關閉任何投資帳戶，或拒絕向閣下提供或繼續提供任何投資服務，或改變提供上述投資服務之條款。
- No Event of Default exists and there are no facts or circumstances relating to you or your affairs which have not been disclosed to us which, if disclosed, might reasonably be expected to cause us to refuse to open, suspend or close any Investment Account, or to refuse to provide or continue to provide any Investment Service to you, or to change the terms on which the same may be made available.
- (xvii) 如果閣下代表任何其他人行事：
- Where you act for or on behalf of any other person:
- (a) 閣下已落實識別及核實該等其他人之身份的可靠制度，以及將相關投資帳戶中的資金和資產分配給相關個人客戶的適當制度和控制措施；
- you have put in place a reliable system to identify and verify such other person's identity and proper systems and controls to allocate funds and assets in the relevant Investment Account to the individual underlying customers;

- (b) 閣下對用於開設或維持該等投資帳戶或出入該等投資帳戶的資金和錢款來源感到滿意；及
you are satisfied as to the source of the funds and source of wealth used to open or maintain such Investment Account or passing through such Investment Account; and
- (c) 閣下承諾根據投資協議和適用規範提供與之相關的資訊和文件。
you undertake to provide information and documents in connection therewith under the Investment Agreement and the Applicable Regulations.

(xviii) 如果閣下為受託人：

Where you are a trustee:

- (a) 閣下以投資開戶手冊中指明之信託（「信託」）之受託人身份而非以個人身份締結投資協議，閣下於信託設立文件下擁有進行下述各項之充分且不受限制之權力：簽署和/或接受投資協議及就投資協議締結之任何文件，開設、維持並承作投資帳戶，向我們作出指示，利用投資服務，達成並開展其中擬議之交易，履行閣下與前述任一項相關之一切義務，進行前述各項時，閣下不得違反信託之明示或默示條款；
you enter into the Investment Agreement in the capacity of trustee of the named in the Investment Account Opening Booklet ("Trust"), and not in a personal capacity, and you have full and unrestricted powers under the document(s) constituting the Trust to execute and/or accept the Investment Agreement and any documents entered into in connection with it, to open, maintain and operate the Investment Account(s), to give Instructions to us, to utilize the Investment Services and enter into and engage in the transactions contemplated therein, and to honor all of your obligations in respect of each of them, and in doing so you shall not breach the express or implied terms of the Trust;
- (b) 信託係有效設立並有效存續，閣下已被有效任命為該信託之受託人；
the Trust is validly established and validly existing and you have been validly appointed as the trustee of such Trust;
- (c) 在使用任何投資服務時，閣下：
in using any Investment Service, you are:
 - (i) 獲正式授權使用該等投資服務；
duly authorized to do so;
 - (ii) 為信託受益人的利益行事；和
acting in the interests of the beneficiaries of the Trust; and
 - (iii) 根據信託文書之條款、條件和目的（如投資帳戶委託書中載明或另行通知或提供予我們者）行事；和
acting in accordance with the terms and conditions and purpose of the Trust instrument (as specified in the Investment Account Mandate or otherwise advised or provided to us); and
- (d) 信託文書之條款及閣下於信託下之任何責任之履行，均不違反任何適用規範。
the terms of the Trust instrument and the performance of any of your duties under the Trust will not breach any Applicable Regulations.

(xix) 如果閣下為合夥企業，所有合夥人均已簽署投資帳戶委託書或（若適用）根據合夥組織文件授權任何合夥人為並代表合夥企業簽署投資帳戶委託書之合夥決議。

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

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

You acknowledge and agree that we will rely on the truthfulness, correctness and completeness of the above representations and warranties in assessing any application for, and the maintenance of, any Investment Account or Investment Service provided to you.

You must promptly notify us in writing whenever anything happens which would result in you not being able to repeat any of the above representations and warranties.

8.3 於閣下仍維持任何投資帳戶或仍使用任何投資服務期間，閣下承諾如下：

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

- (i) 在適當履行閣下在投資協議項下的責任或義務的過程中，經我們要求，批准和確認我們代表閣下合法作出或促使他人作出的任何行為、行動、事項或事宜；
ratify and confirm at our request any act, deed, matter or thing lawfully done or caused to be done by us on your behalf in the proper performance of your duties or obligations under the Investment Agreement;
- (ii) 閣下將遵守可能不時對閣下、所有投資帳戶、投資服務和交易適用的所有適用規範（包括對我們適用且我們要求閣下遵守的任何適用規範）（包括與購買、持有或出售投資產品有關之證券和其他法律以及相關金融監管機構、交易所和市場之規則和規例），不得直接或間接代表任何其他人士或實體或以其他方式在規避任何司法管轄區的任何適用規範的情況下進行交易；
comply with all Applicable Regulations (including securities and other laws and the rules and regulations of the applicable financial regulator, Exchange and markets relevant to the purchase, holding or sale of Investment Products) which may apply to you, all Investment Accounts, Investment Services and transactions (including any Applicable Regulations applicable to us and which we request you to comply with) from time to time, and no transaction shall be made directly or indirectly on behalf of any other person or entity or otherwise in circumvention of any Applicable Regulations of any jurisdiction;
- (iii) 於任何時候或不時立即應我們之要求，向我們提供我們可能（專依我們裁量且無須說明理由）要求提供之與閣下、任何擔保品提供方及任何受益權人相關之身份、財務及其他資訊（包括持有投資帳戶最終實益權益之人及/或最初發出任何交易指示和/或最初提議於投資帳戶中執行之買賣合約之人之身份），並應立即將投資協議中提供或與投資協議有關之資訊之任何重大變動通知我們，並向我們提供（或促使他人提供）我們可能需要的資訊和協助，以便我們協助或實現對投資協議或任何適用規範的遵守；
supply to us immediately on demand at any time or from time to time such identity, financial and other information relating to you, any Collateral Provider and any Beneficial Owner (including the identities of the persons ultimately beneficially interested in the Investment Account(s) and/or originating the Instruction for a transaction and/or any trading contract executed on the Investment Account(s)) as we may (in our absolute discretion and without giving any reason) request, and to notify us immediately in the event of any material change to the information provided in or in connection with the Investment Agreement and to give (or procure to be given) to us such information and assistance as we may require to enable us to assist or achieve compliance with the Investment Agreement or any Applicable Regulations;
- (iv) 提供並維持（或確保任何擔保品提供方或我們可接受之其他人提供並維持）具有我們可能不時要求之形式與金額之擔保品或補充擔保品，作為閣下對我們之義務之擔保，以及提供並維持（或確保他人提供並維持）我們可能就任何投資帳戶或投資服務不時要求之初始保證金與維持保證金；
provide and maintain (or procure that any Collateral Provider or other person acceptable to us provides and maintains) such Collateral or additional Collateral in such form and of such value as we may from time to time require as security for your obligations to us and to provide and maintain (or procure the provision or maintaining) of such initial and maintenance margins as we may from time to time require in respect of any Investment Account or Investment Service;
- (v) 如果用於就任何投資帳戶或使用任何投資服務向我們作出指示的任何身份文件或印章丟失，立即書面通知我們，且我們對在收到該等書面通知前作出的任何付款或執行的任何交易或指示概不負責；及
immediately notify us in writing in the event of any loss of any identity document, seal or chop used for giving Instructions to us in respect of any Investment Account or the use of any Investment Service, and we shall not be liable or responsible for any payment made or transaction or Instruction executed prior to our receipt of such written notice; and
- (vi) 始終履行合理注意義務，以避免給付或其他指令或指示、測試、用於任何投資帳戶或投資服務的代碼或安全措施落入未經授權之人所持有，且應避免將此等事項修改為有助於詐騙或偽造之形式。閣下發現或懷疑任何指令、指示、測試、代碼或安全措施遭到竊取、丟失、盜用、錯置或損害時應立即通知我們；但此等通知並不免除閣下承擔及負擔此等事情所致結果之責任。
at all times exercise due care to prevent payment or other orders or Instructions, tests, codes or Security Mechanisms for accessing any Investment Account or Investment Service from coming into the possession of unauthorized persons and to

prevent alteration in a manner which may facilitate fraud or forgery. You shall notify us immediately on discovering or suspecting that any order, instruction, test, code or Security Mechanism has been or may have been stolen, lost, misappropriated, mislaid or compromised, but such notification shall not relieve you from your liability to assume and bear the consequences of the same.

9. 遵守適用規範

COMPLIANCE WITH APPLICABLE REGULATIONS

9.1 閣下承諾，閣下不從事或者企圖從事《證券及期貨條例》第XIII部或第XIV部所述之任何市場失當行為。

You undertake that you will not engage or attempt to engage in any market misconduct set out in Part XIII or Part XIV of the SFO.

9.2 閣下認知並同意，閣下將對遵守適用於閣下的所有適用規範，包括《證券及期貨條例》第XV和IIIA部、《證券及期貨(淡倉申報)規則》(香港法例第571AJ章)、《證券及期貨(合約限量及須申報的持倉量)規則》(香港法例第571Y章)、《證券及期貨(場外衍生工具交易—匯報及備存紀錄責任)規則》(香港法例第571AL章)、《公司收購、合併及股份回購守則》以及有關權益披露、持倉量申報和持倉限額之任何其他適用規範之所有規定的情況承擔全部責任。

You acknowledge and agree that you will be solely responsible for compliance with all the Applicable Regulations applicable to you, including Part XV and IIIA of the SFO, the Securities and Futures (Short Position Reporting) Rules (Cap. 571AJ, Laws of Hong Kong), the Securities and Futures (Contracts Limits and Reportable Positions) Rules (Cap. 571Y, Laws of Hong Kong), the Securities and Futures (OTC Derivative Transactions - Reporting and Record Keeping Obligations) Rules (Cap. 571AL, Laws of Hong Kong), the Codes on Takeovers and Mergers and Share Repurchases, and any other Applicable Regulations including those relating to disclosure of interests, position reporting and position limits.

9.3 閣下不得逾越適用規範規定或者我們不時實施之任何部位或交易限額。此等限額可能包括交易之最低或最高額度。閣下認知，如果任何此等限額被逾越，則我們可向交易所和其他監管機構披露客戶資訊和閣下部位及/或沽清任何持倉，並採取我們認為適當之行動，而無須通知閣下或者取得閣下之事先同意。

You shall not exceed any position or transaction limits under Applicable Regulations or otherwise imposed by us from time to time. Such limits may include minimum or maximum sizes for transactions. If any such limits are exceeded, you acknowledge that we may disclose your information and positions to the Exchange and other regulators, and/or liquidate any of the positions and take such actions as we consider appropriate without notifying you or obtaining prior consent from you.

9.4 我們得專依我們裁量，隨時變更任何部位或交易限額或保證金水準。閣下認知，在若干情形下，我們此等決定之效果可能係立即變更限額或水準及/或要求立即交存或轉帳額外保證金或擔保品。

We may determine to vary any position or transaction limits or margin levels at any time in our absolute discretion. You acknowledge that in certain circumstances, the effect of such a determination may be an immediate change in limits or levels and/or require additional margin or Collateral to be deposited or transferred immediately.

9.5 除了按照適用規範的要求向閣下發送任何告知、通知、投資交易確認書或結單外，我們沒有義務為了任何目的以任何形式或在任何時間期限之前向閣下告知閣下所持有之投資產品。閣下認知，在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，我們或任何台新集團成員及其各自的董事、主管或僱員，對於(i) 閣下因閣下或任何其他人士未能根據適用於閣下或該等其他人任何適用規範作出或延遲作出披露或報告而發生之任何損失、費用或支出或(ii) 未告知或延遲告知閣下有關於閣下指示之情況，均不承擔任何責任，而且閣下應就任何上述情況所引發之任何損失、費用或支出彌償受償人。

We shall not be obliged to give notice of your holdings of Investment Products to you in any form or by any time limit for any purpose save in the form of any notice, Advice, Investment Transaction Confirmation or Statement to be issued to you as required by Applicable Regulations. **You acknowledge that to the maximum extent permitted by and not inconsistent with any Applicable Regulations, neither us nor any of any Taishin Group Members, the respective directors, officers or employees shall be liable for (i) any loss, cost or expense incurred by you as a result of your or any other person's failure or delay to disclose or report in accordance with any Applicable Regulations applicable to you or such other person; nor (ii) any delay or default in notifying you as to the execution of your Instructions, and you shall indemnify against the Indemnified Persons for any loss, cost or expense arising from any such failure.**

9.6 由於洗錢或其他適用規範，我們可能要求閣下提供身份和驗證文件或其他信息，然後閣下才有權訂立任何交易，我們才可向閣下提供任何投資服務。閣下認知，閣下可能收到該等要求，並承諾迅速向我們提供所要求的文件或信息。

Due to money laundering or other Applicable Regulations, we may require identification and verification documentation or other information before you are entitled to enter into any transaction or before we provide you any Investment Services. You acknowledge that you may be so required and undertake to provide us promptly with information or documentation as so requested.

- 9.7 閣下認知，閣下資產係我們於香港境外所收受或持有者，受相關海外司法管轄區適用規範之約束；此等適用規範，可能與《證券及期貨條例》及其相關規則有所不同。因此，閣下資產所得享有之保障，可能與於香港境內收受或持有之閣下資產不同。閣下理解，海外市場的管轄法規所提供之投資者保護可能不同或較弱，而且本地監管機構將無法強迫執行交易執行地的監管機構或市場的規則。

You acknowledge that any of your assets received or held by us may be held outside Hong Kong and are subject to the Applicable Regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, your assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong. You understand that overseas markets may be subject to regulation which may offer different or diminished investor protection and a local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where transactions have been effected.

10. 彌償保證

INDEMNITIES

- 10.1 在任何適用規範允許的最大範圍內且不違反任何適用規範的前提下，對於直接或間接因任何下述情況或與之相關而由或針對任何受償人提起的所有訴訟、程序和申索，以及任何受償人直接或間接因任何下述情況或與之相關而發生、承受或遭受的所有損失、損害、費用和支出，閣下將向每一受償人進行彌償和償付：

To the maximum extent permitted by and not inconsistent with any Applicable Regulations, you will indemnify and reimburse each Indemnified Person against all actions, proceedings and claims which may be brought by or against any Indemnified Person and for all losses, damages, costs and expenses which any Indemnified Person may incur, sustain or suffer directly or indirectly as a result of or in connection with any of the following:

- (i) 閣下使用投資帳戶和投資服務，或我們向閣下提供投資帳戶和投資服務，或為或與閣下實施任何交易；
your use of the Investment Account and the Investment Services or our providing the Investment Account and Investment Services to you, or effecting any transactions for or with you;
- (ii) 向或據稱向我們作出之任何指示（不論是否採用書面指示形式，並包括透過任何電子服務作出之任何指示）、與我們間之任何其他通訊（不論透過郵政、電話、傳真、電子郵件、任何電子服務或電子或其他方式）或我們依或拒絕依該等指示或通訊承作（為免生疑，包括任何獲授權人行使或聲稱行使其權力、裁量權和權限時之任何行動和行為）；
any Instructions given or purportedly given to us (whether or not in the form of written Instructions and including any Instructions given through any of the Electronic Services), any other communication with us (whether *via* post, telephone, fax, email, any of the Electronic Services or electronic or other means), or us acting or declining to act in accordance with such Instructions or communications (including, for the avoidance of doubt, any act and deed of any Authorized Person in the exercise or purported exercise of his powers, discretion and authority);
- (iii) 我們於執行向或據稱向我們作出之任何指示時使用任何傳輸、通訊、交通或其他系統或手段（包括由丟失、延遲、誤解、錯誤、曲解或複製所致者）；
us using any system or means of transmission, communication, transportation or otherwise in carrying out any such Instructions given or purportedly given to us (including due to loss, delay, misunderstandings, mistakes, distortions or duplications);
- (iv) 任何未經授權承作任何投資帳戶或使用任何安全措施或其他安全代碼利用任何投資服務之行為；
any unauthorized operation of any Investment Account or utilization of any Investment Service by use of any Security Mechanism or other security code;
- (v) 我們因任何原因決定不處理任何指示，或我們延遲或未依部分或全部指示行事；
our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
- (vi) 我們收到指示至依指示行事期間，相關資產（包括任何投資產品）價格之任何波動；
any fluctuation in the price of the relevant asset (including any Investment Product) between the time we receive an Instruction and the time we act on it;
- (vii) 我們就閣下在投資協議項下已付或應付之任何款項應繳或參考該等款項計算的任何稅款（不包括我們關於我們的淨收入應繳之任何稅款）；

any tax payable by us on, or calculated by reference to, any amount paid or payable by you under the Investment Agreement (excluding any tax payable by us by reference to our net income);

- (viii) 閣下未履行在投資協議或任何適用規範項下之義務（包括閣下未支付閣下或任何第三者在任何投資帳戶或任何投資服務項下或就任何投資帳戶或投資服務應付之任何款項）；
any default by you in performing your obligations under the Investment Agreement or any Applicable Regulations (including any default in payment by you of any sum due from you or any third party under or in respect of any Investment Account or any Investment Service);
- (ix) 我們依適用於閣下之法律，於收受投資協議書面終止或撤銷通知前根據相投資議承作；
us acting pursuant to the Investment Agreement before our receipt of written notice of termination or revocation of the Investment Agreement by operation of law applicable to you;
- (x) 保全或執行我們關於投資服務和投資帳戶之權利或行使我們關於投資服務和投資帳戶之權力；及
the preservation or enforcement of our rights or exercise of our powers in connection with the Investment Services and the Investment Accounts; and
- (xi) 閣下未能提供我們履行適用規範項下之職責和義務所需之完整、準確、最新的資訊，
your failure to provide complete, accurate and up-to-date information requested by us in discharging our duties and obligations under the Applicable Regulations,

在每一情況下，直接因受償人詐騙、嚴重疏忽或故意不當行為引起的除外。

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

10.2 相關協議中之每一彌償保證：

Each indemnity in the Agreement:

- (i) 構成一項與閣下的其他義務（無論在任何融通文件下或其他方面）相獨立的單獨、獨立義務，並應導致產生一項單獨、獨立的訴訟因由；
constitutes a separate and independent obligation from your other obligations (whether under any of the Facility Documents or otherwise) and shall give rise to a separate and independent cause of action;
- (ii) 應始終適用，而不論我們給予任何寬限；及
shall apply irrespective of any indulgence granted by us; and
- (iii) 屬於持續義務，應在任何投資服務、投資帳戶或投資協議終止後保持充分有效，即使存在於相關協議下或者任何判決或命令下應付任何金額的算定款項相關之任何判決、命令、申索或證據。
is a continuing obligation and shall continue in full force and effect after the termination of any Investment Service, Investment Account or the Investment Agreement and despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Agreement or under any judgment or order.

10.3 若（且僅若）閣下係《銀行守則》適用之個人，則投資協議中對費用與支出之任何彌償，應解釋為限於追討合理發生之合理金額之費用與支出。

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

10.4 投資協議之任何規定不得要求閣下就下述各項向任何受償人或任何其他人士彌償：(i) 因任何受償人或該等其他人之過失造成之任何死亡或人身傷害；(ii) 任何受償人或該等其他人之詐騙或欺騙侵權行為，或(iii) 依法或根據任何適用規範（包括《證監會操守準則》）禁止對之作出彌償之任何其他申索、責任或損失。

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

11. 違約事件

EVENT OF DEFAULT

11.1 在發生任何違約事件之時或之後的任何時候，我們有權（但無義務）在不事先告知閣下、不損害相關協議之任何其他規定、我們之其他權利和補救且不解除閣下之任何責任的條件下，行使以下所有或任何權力：

Immediately upon or at any time after the occurrence of any of the Events of Default, we shall be entitled to (but not obliged), without prior notice to you and without prejudice to any other provisions in the Agreement, our other rights and remedies and without releasing you from any liability, exercise all or any of the following powers to:

- (i) 立即關閉閣下之投資帳戶；
immediately close your Investment Account;
- (ii) 終止投資協議之全部或任何部分；
terminate all or any part of the Investment Agreement;
- (iii) 代表閣下取消任何或所有未執行之交易或任何其他承諾；
cancel any or all non-executed transactions or any other commitments made on your behalf;
- (iv) 終止閣下與我們之間的任何或所有合約及協議，透過在交易所場內或場外買入投資產品對閣下的任何空頭部位進行補倉，或透過在相關交易所場內或場外賣出投資產品對閣下的任何多頭部位進行平倉；
terminate any or all contracts and agreements between you and us, cover any of your short positions through the purchase of Investment Products on or off the Exchange or liquidate any of your long positions through the sale of Investment Products on or off the relevant Exchange;
- (v) 處置我們及/或任何其他台新集團成員為閣下或代閣下持有的任何或所有投資產品，並將處置收入及任何現金存款用於結清閣下應付予我們的所有未償餘額，包括我們在轉讓或賣出閣下在任何投資帳戶或其他相關帳戶中的所有或任何投資產品、資產或財產或者完善其所有權時發生的所有費用、收費、法律費用、支出、印花稅、佣金和經紀費；
dispose of any or all Investment Products, assets or property held by us and/or any other Taishin Group Members for or on your behalf and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owed by you to us including all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by us in transferring or selling all or any of your Investment Products, assets or property in any Investment Account or other relevant Account or in perfecting title thereto;
- (vi) 在為閣下執行的任何賣出交易的相關交付所需要時，借取或買入任何投資產品；及/或
borrow or purchase any Investment Products required for delivery in respect of any sale effected for you; and/or
- (vii) 根據一般條款與條件合併、整合和抵銷閣下的任何或所有帳戶。
combine, consolidate and set-off any or all of your Accounts in accordance with the General T&C.

11.2 閣下確認，閣下將對與閣下未在規定的結清日期之前履行閣下之義務相關的任何損失、費用、支出和開支負責，並就此彌償受償人且保障受償人免受損害。

You acknowledge that you will be responsible for and will indemnify and keep indemnified the Indemnified Persons from any loss, costs, fees and expenses in connection with your failure to meet your obligations by the settlement dates required.

12. 終止和暫停

TERMINATION AND SUSPENSION

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

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

terminate any Investment Service, and having done so, consolidate all relevant balances and account to you for the net amounts due in accordance with your Instructions.

- 12.2 經合理提前書面通知閣下，我們得專依其我們裁量決定隨時終止、關閉、暫停或凍結任何或所有投資帳戶及/或投資服務或投資協議，無須說明理由，亦無須為此負擔或發生任何責任，且不影响繼續承作其餘帳戶及/或服務（如有）。正常情形下，通知期不得少於三十（30）日。

We may, by giving reasonable prior written notice to you, in our absolute discretion terminate, close, suspend or freeze any or all of the Investment Accounts and/or Investment Services or the Investment Agreement at any time (without giving reasons and without assuming or incurring any liability whatsoever), without prejudice to the continuation of the operation of remaining Accounts and/or Services (if any). Under normal circumstances, the notice period will be not less than thirty (30) days.

- 12.3 但是，如果我們確定發生任何下述事件，亦得不經事先通知閣下而立即暫停、關閉、凍結或終止所有或任何投資帳戶及/或投資服務或投資協議：

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

- (i) 閣下向我們提供不正確、不完整或誤導性的資訊，或作出不正確或誤導性的聲明或保證；
you have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading;
- (ii) 我們認為或有理由懷疑投資帳戶或投資服務係以不規範或不適當的方式承作，或直接或間接被用於任何犯罪、欺詐或其他非法活動，例如非法賭博、洗錢和恐怖分子資金籌集；
we are of the opinion or have reason to suspect that an Investment Account or Investment Service is being operated in an irregular or improper manner or is being used directly or indirectly in connection with any for criminal, fraudulent or other unlawful activities, such as illegal betting, money laundering and terrorist financing;
- (iii) 如果閣下無行為能力或死亡，直至合法指定負責管理閣下事務之人時；
in the event of your incapacity or death until a person responsible for administering your affairs is legally appointed;
- (iv) 閣下未能履行或遵守投資協議（包括未結算任何交易、支付任何應付款項或履行與任何投資帳戶或投資服務相關的任何其他義務，或閣下資不抵債或破產）；
you fail to perform or observe the Investment Agreement (including your failure to settle any transaction, pay any amount due or perform any other obligations in relation to any Investment Account or Investment Service, or your insolvency or bankruptcy);
- (v) 我們認為或有理由懷疑閣下並非任何投資帳戶或投資帳戶下資產的真正所有人，或無權承作任何投資帳戶或投資服務，或沒有向我們提供有效委託書；
we are of the opinion or have reason to suspect that you are not the true owner of any Investment Account or assets under the Investment Account or otherwise do not have the authority to operate any Investment Account or Investment Service or we have not been given a valid mandate;
- (vi) 在任何時候，由於閣下的住所、國籍、居民身份、稅務身份或任何其他相關身份，我們合理認為提供或繼續提供任何投資帳戶或投資服務將會或可能構成違反任何適用規範或我們的政策，或與我們的常規業務實踐不符；
at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any Investment Account or Investment Service would or might in our reasonable opinion constitute a breach of any Applicable Regulation or our policies, or is not in accordance with our usual business practice;
- (vii) 我們從閣下或閣下的獲授權人收到的指示存在衝突；
we have received conflicting Instructions from you or your Authorized Person;
- (viii) 閣下不合理地拒絕在合理時間內應我們的要求提供所有為我們履行任何適用規範規定的合規義務而所需之必要資訊和文件；
where you have unreasonably refused to provide all necessary information, documents to us within a reasonable time upon our request for the purpose of fulfilling our compliance obligations as required by any Applicable Regulation;

- (ix) 維持、承作或提供任何投資帳戶或投資服務或其任何部分可能使我們直接或間接面臨任何申索、訴訟、損失、費用、損害或責任；
the maintenance, operations or provision of any Investment Account or Investment Service or any part thereof may expose us to any claims, suits, losses, expenses, damages or liabilities whether directly or indirectly;
- (x) 任何主管當局要求我們如此行事，或任何適用規範要求我們如此行事；
any Authority requires us to do so or we are otherwise required by any Applicable Regulations to do so;
- (xi) 我們的內部政策要求我們如此行事，以確保合規；
our internal policies require us to do so to ensure compliance;
- (xii) 閣下相當部分之資產被指定任何受託人、接管人、清算人、管理人、託管人或其他類似人員，或啟動任何此類程序以針對閣下或閣下的任何資產採取上述行動；對閣下執行任何債權扣留或扣押；或執行任何判決或產權負擔以接管閣下的資產；或
the appointment of any trustee, receiver, liquidator, administrator, custodian or other similar official over a substantial part of your assets or the commencement of any such procedures for such actions as described aforesaid against you or in respect of any of your assets; the execution of any distress or garnishment against you; or the enforcement of any judgment or encumbrance to take possession over your assets; or
- (xiii) 提供或繼續提供任何投資帳戶或投資服務將會違反任何適用規範或可能損害我們的聲譽。
the provision or continued provision of any Investment Account or Investment Service would otherwise be against any Applicable Regulations or may damage our reputation.

就本第 12.3 條而言，「主管當局」包括但不限於法律、監管、政府、執法、稅務、行業機構（不論是位於香港或其他地方）。
For the purpose of this Clause 12.3, an "Authority" includes without limitation legal, regulatory, governmental, law enforcement, tax, industry bodies (whether in Hong Kong or elsewhere).

12.4 根據本第12條終止、關閉、凍結或暫停任何投資帳戶及/或投資服務：

Termination, closure, freezing or suspension of any Investment Account and/or Investment Service under this Clause 12 shall be:

- (i) 不影響完成已經啟動的任何交易以及將完成、結算並交付的當時未完成的所有交易；
without prejudice to the completion of any transaction already initiated and all transactions outstanding at such time will be completed, settled and delivery made;
- (ii) 不影響且不得影響任何應計權利、既有承諾或義務或旨在於終止後繼續有效的任何合同規定；及
without prejudice to and shall not affect any accrued rights, existing commitments or obligations or any contractual provision intended to survive termination; and
- (iii) 沒有罰款或其他額外付款，但閣下應支付：
without penalty or other additional payment except that you will pay:
 - (a) 投資協議項下的所有未償費用和收費；
all outstanding fees and charges under the Investment Agreement;
 - (b) 我們在投資協議項下招致並應由閣下支付的任何支出；
any expenses incurred by us under the Investment Agreement and payable by you;
 - (c) 我們因終止、關閉、凍結或暫停而招致的任何額外支出；及
any additional expenses incurred by us in connection with termination, closure, freezing or suspension; and
 - (d) 在結算或了結任何投資帳戶及/或投資服務下的未償義務時必然發生的任何損失。
any loss necessarily realized in settling or concluding outstanding obligations under any Investment Account and/or Investment Service.

13. 費用、收費、佣金和利息

FEES, CHARGES, COMMISSIONS

- 13.1 我們得按我們在不時發佈的任何收費表中載明的費率，就承作或維持任何投資帳戶或向閣下提供任何投資服務課以、收取或徵收費用、收費及/或佣金，前提始終是我們得根據第19條更改、修改或修訂費率或其計算依據。該等收費表應隨時在閣下要求時向閣下提供。一經要求，閣下即應向我們支付任何該等費用、收費及/或佣金。我們已獲明確授權和指示，我們得從我們為閣下和代閣下保存或收取之任何款項中或者自閣下任何帳戶中的任何餘額中扣除閣下到期應付我們之任何款項。如果有關帳戶之餘額或者閣下存於我們之其他資金不足以支付到期應付我們之任何款項，則一經要求，閣下就應立即支付所缺金額。在不影響我們在相關協議和適用規範項下享有之任何其他權利的同時，閣下同意並知悉，我們可處置閣下之證券或證券擔保品，用以清償閣下或代閣下行事之人對我們、任何代名人或第三方所欠之任何債務。

We may impose, charge or levy such fees, charges and/or commissions for the operation or maintenance of any Investment Account or provision of any Investment Service to you at such rate as specified by us in any schedule of charges and fees published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof in accordance with Clause 19. Such schedule of charges and fees shall be made available to you at any time upon your request. Any such fees, charges and/or commissions shall be payable by you to us on demand. We are expressly authorized and directed to deduct any amount due and owing to us by you from any monies held or received by us for and on your behalf or from any monies standing to the credit of any of your Accounts. If there are insufficient funds standing to the credit of the relevant Account or your other funds held with us, you shall pay the amount of such shortfall immediately on demand. **Without prejudice to any other rights of us under the Agreement and Applicable Regulations, you agree and acknowledge that we may dispose of your Securities or Securities collateral in settlement of any liability owed by or on behalf of you to us, any nominees or a third party.**

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

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

14. 結單和確認書

STATEMENT AND CONFIRMATION

- 14.1 於不影響以下第14.8條之前提下，我們應每月或按我們規定的其他定期間隔為閣下提供閣下投資帳戶的結單，下述情況除外：
Without prejudice to Clause 14.8 below, we shall provide you with Statements for your Investment Accounts at monthly intervals or other regular intervals specified by us unless:

- (i) 以其他方式提供投資帳戶的交易紀錄；
a record of transactions on an Investment Account is provided by other means;
- (ii) 相關投資帳戶自上次結單以來沒有發生交易；
there has been no transaction on the relevant Investment Account since the last Statement;
- (iii) 適用規範另有要求的；或
otherwise required by Applicable Regulations; or
- (iv) 閣下書面要求且我們予以接受的。
requested by you in writing and accepted by us.

- 14.2 我們將透過以下方式向閣下提供交易執行報告：(i)透過電話、傳真和/或電子郵件或其他電子訪問方式（包括透過電子服務），和/或(ii)透過在下一個營業日或本銀行不時確定的或適用規範要求的其他時間以郵寄或電子服務方式向閣下發送或提供通知、投資交易確認書和/或結單的一份複本。閣下同意，如果閣下選擇透過電子服務接收電子通訊（包括電子通知和電子結單），閣下應遵守相關電子服務的條款（包括一般條款與條件中包含的電子服務之特別規定），並且閣下理解並接受銀行指明的相關風險，並同意透過此等電子服務交付電子通訊將被視為《證券及期貨(成交單據、戶口結單及收據)規則》（香港法例第571Q章）項下可接受的交付方式。

We will report to you the execution of transactions (i) by telephone calls, facsimile and/or emails or other electronic means of access

including *via* the Electronic Services and/or (ii) by sending to you, or making available to you *via* mail or the Electronic Services a copy of the Advice, Investment Transaction Confirmation and/or Statement on the following Business Day or such other time as the Bank may determine from time to time or as required by Applicable Regulations. You agree that if you have chosen to receive eCorrespondence (including eAdvice and eStatement) via Electronic Services, you shall be subject to the terms of the relevant Electronic Services (including the Special Provisions for Electronic Services as contained in the General T&C), and you understand and accept the relevant risks as specified by the Bank, and agree that the delivery of eCorrespondence by such electronic services will be regarded as a delivery means acceptable under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Cap 571Q, Laws of Hong Kong).

14.3 閣下必須檢查並核實我們針對涉及閣下投資帳戶的任何交易和/或其相關事項而出具給閣下的任何通知、結單或投資交易確認書中每一條目的準確性。閣下還必須以書面形式將投資帳戶或任何通知、結單或投資交易確認書的內容中的任何錯誤、不一致之處、遺漏和不準確之處、未經授權或不準確條目或任何指令或指示的執行或未執行（包括閣下、任何獲授權人或其他人的偽造行為、偽造簽字、欺詐行為、缺乏授權或疏忽）立即通知我們。不論一般條款與條件第14.2條有何相反規定及有何其他適用於自動通知服務的規定，除非我們已在以下時間實際收到閣下對任何條目提出異議的書面通知：

You must examine and verify the correctness of each and every entry in any Advice, Statement or Investment Transaction Confirmation issued to you in regard to any transactions and/or their incidental matters in respect of your Investment Accounts. You must also notify us immediately in writing of any errors, discrepancies, omissions and incorrect, unauthorized or inaccurate entries in the Investment Account or the contents of any Advice or Statement or Investment Transaction Confirmation or the execution or non-execution of any order or instruction (including forgery, forged signature, fraud, lack of authority or negligence of you, any Authorized Person or any other person). Notwithstanding any provision to the contrary in Clause 14.2 of the General T&C and any other provisions governing the AutoAdvice Services, unless we have actually received your written notice disputing any entry:

(i) 自任何該等投資交易確認書或通知之日起十(10)天內；及
within ten (10) days from the date of any such Investment Transaction Confirmation, or Advice; and

(ii) 自任何該等月度結單之日起九十(90)天內，
within ninety (90) days from the date of any such monthly Statement,

否則：

(i) 該等通知、結單或投資交易確認書中列明的所有條目就我們與閣下之間而言均構成證明相關通知、結單或投資交易確認書以及其中所列之所有交易、條目和餘額之準確性的不可推翻的證據，並對閣下有約束力，及
all the entries set out in such Advice, Statement or Investment Transaction Confirmation shall constitute conclusive evidence as between us and you as to the correctness and accuracy of the relevant Advice, Statement or Investment Transaction Confirmation and all transactions, entries and balances set out therein and shall bind you; and

(ii) 閣下將被視為已放棄就該等通知、結單或投資交易確認書向我們提出異議或針對我們尋求任何補救的任何權利。
you are deemed to have waived any right to raise any objection or pursue any remedies against us in relation to such Advice, Statement or Investment Transaction Confirmation.

14.4 此外，我們得於任何時候改正、糾正和/或更正任何通知、結單或投資交易確認書中由行政、操作或計算機錯誤或我們自身之錯誤或過失導致之任何不一致，而無需向閣下承擔任何責任。如此改正、糾正或更正後之任何通知、結單或投資交易確認書對我們與閣下均具有約束力。

In addition, we may, at any time and without assuming or incurring any liability to you, reverse, rectify and/or correct any discrepancy in any Advice, Statement or Investment Transaction Confirmation caused by administrative, operational or computer errors or otherwise by our own error or omission. Any Advice, Statement or Investment Transaction Confirmation so reversed, rectified or corrected shall be binding as between us and you.

14.5 若我們已指定某一投資帳戶為不活躍帳戶，則閣下認知並接受，我們應無義務再向閣下寄送任何通知或結單，適用規範另有要求者除外。

Where we have designated an Investment Account as dormant Account, you acknowledge and accept that we shall not be obliged to send any further Advices or Statements to you, except where otherwise required by Applicable Regulations.

14.6 本第14條之規定不限制閣下就因下述各項導致之未經授權之交易對任何不一致提出質疑之權利：

Nothing in this Clause 14 shall limit your right to question any discrepancies in respect of unauthorized transactions arising from the following:

- (i) 任何第三者偽造或詐騙之情事、且我們怠於對之善盡合理程度的謹慎與技術者；及
forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill; and
- (ii) 我們或我們任何的僱員、代理人或受僱人偽造、詐騙、嚴重疏忽或故意違約之事情。
forgery, fraud, gross negligence or willful default on the part of us or any of our employees, servants or agents.

14.7 閣下授權我們按我們專依我們裁量認為適當的間隔和方式出具投資帳戶的合併結單，載明透過我們及/或任何台新集團成員進行的所有交易以及在我們及/或任何台新集團成員處的所有投資組合。就此而言，閣下明確同意我們在為出具該等合併結單而必要時向任何台新集團成員透露閣下的個人資料、帳戶、保密及所有其他客戶資訊，或與任何台新集團成員交換該等客戶資訊，但不影響我們根據相關協議和PDPO通知的其他規定發佈或以其他方式處理該等客戶資訊的其他權利。

You authorize us to issue consolidated Statements of the Investment Accounts which demonstrate all transactions effected through and all investment portfolios with us and/or any Taishin Group Member at such intervals and in such manner as we shall in our absolute discretion consider fit. To this end, you expressly consent to our release of your Personal Data, account, confidential and all other Customer Information to any Taishin Group Member or exchange of such Customer Information with any Taishin Group Member where necessary for the purpose of issuing such consolidated Statements without prejudice to our other rights to release or otherwise deal with such Customer Information in accordance with the other provisions of the Agreement and the PDPO Notice.

14.8 不論相關協議任何其他條款之規定，若閣下係專業投資者（定義見《證券及期貨條例》及其附屬立法），則閣下同意，我們無須依照《證券及期貨(成交單據、戶口結單及收據)規則》（香港法例第571Q章）向閣下提供任何成交單據、帳戶結單或收據（視乎情況而定）。

Notwithstanding any other terms under the Agreement, where you are a professional investor (as defined in the SFO and its subsidiary legislation), you agree that we are not required to provide you with any contract notes, statements of account or receipts (as the case may be) in accordance with the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Cap 571Q, Laws of Hong Kong).

15. 客戶身份規則政策

CUSTOMER IDENTITY RULE POLICY

15.1 在不限制相關協議之任何規定的前提下，如果閣下是就我們已從香港任何交易所、政府機構和/或監管機構（該等交易所、政府機構和/或監管機構合稱「香港監管機構」）收到查詢之交易為閣下顧客之利益進行交易（不論是在全權還是非全權之基礎上，亦不論是以代理人之身份為之，還是以委託人之身份透過與閣下之顧客訂立配對交易而為之），則應適用下列規定：

Without limitation to any provisions in the Agreement, if you execute transactions for account of your customers, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with your customers, in relation to a transaction where we have received an enquiry from any Exchanges, government agencies and/or regulators in Hong Kong (the Exchanges, government agencies and/or regulators collectively, the "Hong Kong Regulators"), the following provisions shall apply:

- (i) 在受限於下文規定之前提下，一經我們要求（該要求應載有有關香港監管機構之相關聯絡方式），閣下就立即向有關香港監管機構告知委託進行交易之顧客（若是背對背形式的委託人交易，則為與顧客進行交易之交易對手）以及（據閣下所知）對交易擁有最終受益權之人的身份、地址、職業和聯絡方式。此外，閣下還應將最初負責發出交易指示之任何第三方（如果與顧客或最終受益人不是同一人）之身份、地址、職業和聯絡方式告知有關香港監管機構，並向有關香港監管機構提供任何要求的文件。

Subject to as provided below, you shall immediately upon request by us (which request shall include the relevant contact details of the relevant Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details of your customers for whose account the transaction was effected (or, in the case of a back to back principal transaction, the counterparty with whom you are transacting) and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from your customer or the ultimate beneficiary) who is ultimately responsible for originating the Instruction for the transaction and any documentation to the relevant Hong Kong Regulators as requested.

- (ii) 如果閣下是為某一集體投資計劃、全權委託帳戶或全權信託進行交易，則一經我們要求（該要求應載有有關香港監管機構之相關聯絡方式），閣下就立即向有關香港監管機構告知該等計劃、帳戶或信託之身份、地址和聯絡方式以及（若適用）最初負責就該交易發出指示之人的身份、地址和聯絡方式。此外，在閣下代表該等計劃、基金、帳戶或信託進行投資之裁量權已被撤銷、修訂或終止時，閣下應立即告知我們，而且一經我們要求，閣下應立即向有關香港監管機構告知

就交易作出指示之人的身份、地址、職業和聯絡方式。

If you effected the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by us (which request shall include the relevant contact details of the relevant Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address and contact details of the scheme or account or trust in question and if applicable, the identity, address and contact details of the person who is ultimately responsible for originating the Instruction in relation to such transaction. In addition, you shall immediately inform us when your discretion to invest on behalf of such scheme, fund, account or trust has been overridden, amended or terminated and, upon request by us, immediately inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who gave the Instructions in relation to the transaction.

- (iii) 在不影響上述規定之同時，如果閣下得知閣下之顧客是在為背後顧客擔任中介，而且閣下並不知道背後顧客或對交易擁有最終受益權之其他人及最初負責就該交易發出指示之人的身份、地址、職業和聯絡方式，則閣下確認：(i) 閣下已與閣下之顧客作出安排，使得閣下有權一經要求就能立即自閣下之顧客處獲得該等資訊；及(ii)一經我們要求，閣下將迅速要求閣下之顧客（即交易按其指示進行之人）提供該等資訊，並在從閣下之顧客處收到後立即將該等資訊提供給有關香港監管機構。

Without prejudice to the above, if you are aware that your customer is acting as an intermediary for the underlying customers, and you do not know the identity, address, occupation and contact details of the underlying customers or such other person with the ultimate beneficial interest in the transaction and the person who is ultimately responsible for originating the Instruction in relation to such transaction, you confirm that: (i) you have arrangements in place with your customer which entitle you to obtain such information from your customer immediately upon request; and (ii) you will, on request from us, promptly request such information from your customer on whose Instructions the transaction was effected, and provide the information to the relevant Hong Kong Regulators immediately upon receipt from your customer.

- (iv) 閣下確認，在必要的情況下，閣下已自閣下自身之顧客或者其他有關人士處取得為向有關香港監管機構披露本第 15.1 條所述資訊所需之一切同意或豁免。尤其是，如果閣下是為他人利益作出進行交易之指示，而且該他人是在訂有客戶保密法之司法管轄區進行，則閣下確認：

You confirm that, where necessary, you have obtained all consents or waivers from your own customers or other relevant persons, to release to the relevant Hong Kong Regulators the information set out in this Clause 15.1. In particular, if you give Instructions to effect a transaction for the account of another person and such another person is in a jurisdiction with customer secrecy laws, you confirm that:

- (a) 閣下之顧客或相關人士已就有關香港監管機構的任何查詢及向有關香港監管機構提供必要資訊，放棄其在保密法項下的權益；及
your customer(s) or the relevant person(s) have waived the benefit of the secrecy law in relation to any enquiry by the relevant Hong Kong Regulator and the provision of the required information to the relevant Hong Kong Regulator; and
- (b) 任何此等放棄在該等有關司法管轄區之法律項下是有效和具有約束力的。
any such waiver is valid and binding under the laws of such relevant jurisdiction.
- (v) 閣下認知並理解，如果本第 15 條所述之資訊未在有關香港監管機構要求後之兩(2)個營業日內或者要求中訂明之其他期限內提供，或者我們被告知閣下或任何相關之人將無法提供該等資訊，則我們得暫停提供投資協議項下之任何投資服務並（或）被該等香港監管機構要求沽清任何未平倉持倉。在此情況下，我們不就此導致的任何損失對閣下或任何其他人士承擔責任。

You acknowledge and understand that if the information set out in this Clause 15 is not provided within two (2) Business Days of the request by the relevant Hong Kong Regulators or such other time prescribed in the request or we are put on notice that you or any relevant person will not be able to do so, we may suspend the provision of any Investment Services under the Investment Agreement and/or be required by such Hong Kong Regulators to close out any open positions. In such case, we shall not be liable to you or any other person for any loss as a result.

- 15.2 即便相關協議已被終止、任何帳戶被關閉、任何服務的提供已被終止或者閣下與我們或任何台新集團成員所簽之任何協議已被終止，本第16條之規定亦繼續有效。

The provisions of this Clause 16 shall continue in effect notwithstanding the termination of the Agreement, closure of any Account, termination of the provision of any Services, or termination of any agreement you have with us or any member of the Taishin Group.

16. 放棄與可分離性

WAIVER AND SEVERABILITY

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

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

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

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

17. 轉讓和讓與

ASSIGNMENT AND TRANSFER

- 17.1 投資協議是針對閣下的。未經我們事前書面同意者，閣下不得以任何方式轉讓、讓與（不論係透過更新或其他方式為之）或以其他方式處理或處置閣下於投資協議下及就任何投資帳戶、投資服務、交易、由我們或我們任何代理人保管之任何資產享受或負擔之任何權利、利益、義務或責任（無論為法律或衡平法上的），亦不得於該等權利、利益、義務或責任上設置信託、讓與負擔或押記。在不限制前述任何規定或投資協議之任何其他規定的情況下，我們並無任何義務承認閣下以外之任何人就閣下的投資帳戶享有任何權益。

The Investment Agreement is personal to you. You must not in any way assign, transfer (whether by novation or otherwise), declare a trust over, encumber, charge or otherwise deal with or dispose of any of your rights, interests, obligations or liabilities (whether they are legal or equitable) under the Investment Agreement and in respect of any Investment Account, Investment Services or transactions or any assets kept in our or any of our Agent's custody without our prior written consent. Without limiting the foregoing or any other provision of the Investment Agreement, we are not required to recognize any person other than you as having any interest in your Investment Account.

- 17.2 投資協議對閣下及您的遺產、遺囑執行人、遺產管理人、破產受託人、接收人、清算人或其他權利繼受人具有約束力。若閣下係合夥，則投資協議應適用，不論合夥人之任何變更、任何合夥人之死亡、破產、接收、清盤、卸任或任何新合夥人之加入。

The Investment Agreement shall be binding on you and your estate, executors, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor in title. If you are a partnership, the Investment Agreement shall apply notwithstanding any change in the partner(s), the death, bankruptcy, receivership, winding-up or retirement of any partner(s) or the admission of any new partner(s).

- 17.3 投資協議以及與此相關而締結之任何其他文件（包括關於向我們提供任何擔保品之任何文件），對我們（為免生疑，包括我們的繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人）發生效力，而不論我們或任何此等繼受人、獲准受讓人、獲准承讓人及依前述人員取得所有權之任何人之組織是否因合併、結合或其他事由而發生變動。我們得隨時專依我們裁量，將其於投資協議及與其相關之任何其他文件或擔保品下之任何或所有權利、利益、義務及/或責任之一部分或全部，轉讓、讓與（包括

透過更新方式) 予任何人 (分別稱為「受讓人」) 、或處置、設置信託、課與負擔或押記或以其他方式處理 (分別稱為「轉讓」) 。我們之前述行為無須閣下或任何其他人之同意。相關受讓人應承繼我們在投資協議及/或被轉讓的其他文件及/或擔保品下之所有義務，並取得相關協議及/或被轉讓的其他文件及/或擔保品下授予我們之所有權力及權利。投資協議及/或被轉讓的其他文件及/或擔保品中作出的所有約定、聲明、保證和授權以及我們不時授予的任何其他常設授權在按本條規定進行任何轉讓後繼續有效，並使相關受讓人一樣受益，如同該等約定、聲明、保證、授權和常設授權也是以受讓人為受益人而作出或授予的一樣。我們此後應被解除並充分免除與投資協議及如此轉讓的任何其他文件或擔保品下的任何權利、利益、義務及/或責任相關之任何責任或義務，但我們應保留未如此轉讓之全部權利、利益與權力。閣下特此同意放棄對任何此類轉讓之有效性提出異議的所有權利 (如有)。閣下亦特此承諾簽署並執行我們為轉讓之目的而要求的所有轉讓、讓與、保證、行為和其他事項。

The Investment Agreement and any other documents entered into from time to time in connection with it (including any documents relating to the provision of any Collateral to us) shall operate for the benefit of us (including, for the avoidance of doubt, our successors, permitted assigns, permitted transferees and any persons deriving title under any of them), notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of us or any such successor, permitted assign, permitted transferee or any person deriving title under any of them. We may at any time assign, transfer (including by novation), dispose of, declare a trust over, encumber, charge or otherwise deal with (each "Transfer") all or any of our rights, interest, obligations and/or liabilities (whether they are legal or equitable) under the Investment Agreement and any other documents or Collateral relating to it to any person (each a "Transferee"), in whole or in part in our absolute discretion and without requiring your or any other person's consent. The relevant Transferee shall thereupon assume all our obligations and become vested with all the powers and rights given to us under the Investment Agreement and/or such other document and/or Collateral Transferred. All agreements, representations, warranties and authorization made in the Investment Agreement and/or such other document and/or Collateral Transferred, and any other standing authorities granted by to us from time to time, shall survive any Transfer made pursuant hereto and shall inure to the benefit of the relevant Transferee as if such agreements, representations, warranties, authorization and standing authorities were also made or granted in favor of the Transferee. We shall thereafter be released and fully discharged from any liability or responsibility in respect of any right, interest, obligation and/or liability under the Investment Agreement and any other documents or Collateral so Transferred, but we shall retain all our rights, interest and powers not so Transferred. You hereby agree to waive and forgo all your rights, if any, to challenge the validity of any such Transfer. You also hereby undertake to execute and do all such assignments, transfer, assurances, acts and other things as we may require for the purpose of the Transfer.

18. 修訂

AMENDMENT

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

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

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

18.2 該等變更，若為須提前三十 (30) 日發出通知之變更，則視為於該期限屆滿時納入投資協議，若為須提前合理時間發出通知之變更，則視為於通知所載期限屆滿時納入投資協議，上述期限屆滿之日稱為「生效日」。若 (i) 閣下或任何獲授權人於生效日當日或之後繼續承作或使用任何投資帳戶或投資服務，或 (ii) 閣下未在生效日前採取措施對該等變更提出異議，或未關閉其所有投資帳戶，則該等變更對閣下具有約束力。

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

- 18.3 變更通知通常以書面作出。但我們亦得以插頁、展示（例如在我們的網站、透過電子交易服務或在我們的分行或辦事處場所中的顯眼位置展示）、廣告或我們認為適當或有效之其他通知方式發出該等通知。變更通知將載明投資協議之變更、閣下表明您拒絕變更之方式及拒絕之後果。若任何變更涉及重大修改或相關修改係複雜修改，我們得提供主要特點概要或（若我們認為合適）修訂後之投資協議之合併或重述文本。

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

- 18.4 一項新投資服務或改進後之投資服務涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，未經閣下明確同意，我們不得將閣下自動列為接受該等新投資服務或改進後之投資服務之閣下。一項新投資服務或改進後之投資服務不涉及使閣下發生費用、潛在責任或面臨潛在財務損失風險者，我們應允許閣下有一個合理期間（不得少於十四（14）日）拒絕接受該等投資服務，並將示明閣下如何拒絕接受該等投資服務。

Where a new or enhanced Investment Service involves a cost or potential liability or potential risk of financial loss to you, we will not automatically enroll you for that new or enhanced Investment Service without your express consent. Where a new or enhanced Investment Service does not involve a cost or potential liability or potential risk of financial loss to you, we will allow you a reasonable period (which will not be less than fourteen (14) days) to decline acceptance and will indicate how you may decline acceptance.

19. 通知

NOTICES

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

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

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

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

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

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

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

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

20. 時間至關重要

TIME OF ESSENCE

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

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

21. 資訊變更

CHANGE OF INFORMATION

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

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

- 21.2 閣下必須將閣下全名、地址和聯繫信息的任何變更及時書面告知我們。如果我們的全名和地址（包括我們在證監會的註冊狀態和中央編號）、我們將提供給閣下或閣下可取得的構成《證券及期貨條例》項下之「受規管活動」的我們的服務之性質以及閣下將向本銀行支付的任何酬勞之說明（及其支付基準）發生任何實質性變更，我們應告知閣下。如果本銀行向閣下提供保證金貸款或賣空融通，我們亦將告知閣下下列各項發生的任何變更：保證金的詳細規定、利息費用、追繳保證金的規定及在什麼情況下可無需閣下同意而將閣下的持倉出售或平倉。

You must promptly notify us in writing of any change in your full name, address and contact details. We shall notify you in the event of any material change to our full name and address (including our registration status with the SFC and the Central Entity number), the nature of services of us that constitute "regulated activities" under the SFO that are to be provided to you or is available to you and the description of any remuneration (and the basis for payment) that is to be paid by you to the Bank. If the Bank provides margin or short selling facilities to you, we will also notify you in the event of changes to details of the margin requirements, interest charges, margin calls and the circumstances under which your positions may be closed without your consent.

22. 語言

LANGUAGE

投資協議或與任何投資帳戶或投資服務相關之任何其他文件，翻譯為中文或任何其他語言者，在中文版本與英文版本間發生任何不一致或衝突之情形下，就該等不一致或衝突之情形而言，概以英文版本為準。

If there is any inconsistency or conflict between the English and Chinese versions of the Investment Agreement, or any other document relating to any Investment Account or Investment Service which is translated into Chinese or any other language from time to time, the English language version shall prevail to the extent of such discrepancy or inconsistency.

23. 其他規定

MISCELLANEOUS PROVISIONS

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

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

- 23.2 投資協議可簽署任何數量的對應文本，效力如同對應文本上的簽字簽於同一份投資協議。

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

24. 管轄法律和管轄權

GOVERNING LAW AND JURISDICTION

- 24.1 投資協議受香港法律管轄並在所有方面據其解釋。

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

- 24.2 除閣下可能享有依金融糾紛調解計劃（如適用）解決任何投訴之任何權利外，我們及閣下不可撤銷地同意，為我們自身之利益，除下文另有規定外，香港法院對因投資協議或其標的事項或構成而產生或與之相關之任何爭議或申索（包括非合約爭議或申索）

應具有專有司法管轄權。本條中的任何規定均不得限制我們在任何其他具有管轄權的法院對閣下提起訴訟之權利，且我們在任何一個或多個司法管轄區提起訴訟亦不得阻礙我們在任何其他司法管轄區法律允許的範圍內在該等其他司法管轄區提起之訴訟，無論該等訴訟是否同時提起。

Subject to any right you may have to resolve any complaint under the Financial Dispute Resolution Scheme (if applicable), we and you irrevocably agree, for our sole benefit that, subject as provided below, the courts of Hong Kong shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Investment Agreement or its subject matter or formation. Nothing in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings by us in any one or more jurisdictions preclude the taking of proceedings by us in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

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

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

25. 第三者權利

THIRD PARTY RIGHTS

- 25.1 除非投資協議中有明確相反規定，否則非投資協議當事方之任何人均不享有《第三者條例》下之強制執行其任何條款或享有其利益之權利。任何台新集團成員、代理人及我們之任何主管、僱員、代理人或受僱人，均可依據《第三者條例》，依賴於投資協議中明確向該等人員授予權利之規定。不管投資協議有任何條款，投資協議之撤銷或修改無須非投資協議當事方之任何人之同意。Unless expressly provided to the contrary in the Investment Agreement, a person who is not a party to the Investment Agreement has no right under the Third Parties Ordinance to enforce or enjoy the benefit of any of its terms. Any Taishin Group Member, Agent, and any officer, employee, agent or servant of us may, by virtue of the Third Parties Ordinance, rely on any provision of the Investment Agreement which expressly confers rights on that person. Notwithstanding any term of the Investment Agreement, the consent of any person who is not a party to it is not required to rescind or vary the Investment Agreement.

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

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

第二部分- 特定投資服務之特別規定

PART II - SPECIAL PROVISIONS FOR SPECIFIC INVESTMENT SERVICES

本第二部分適用於我們有關特定投資服務的規定。本第二部分中提述的「條」指本第二部分中的「條」。如果一般投資規定與本第二部分有任何不一致之處，在我們提供標的投資服務方面應以本第二部分的規定為準。

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

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

在本部分中，除非上下文另有規定，否則下述用語及表述應具有如下含義：

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

1.1 「存入金額」依第2.3條之定義。

"**Deposited Sum**" has the meaning given to it in Clause 2.3.

1.2 「基金」指任何集體投資計劃，如共同基金、單位信託、有限合夥或其他類此計劃。

"**Fund**" means any collective investment scheme such as mutual fund, unit trust, limited partnership or other similar scheme.

1.3 「基金指令」指與任何基金相關之任何認購或贖回指令。

"**Fund Orders**" means any subscription or redemption orders in respect of any Fund.

1.4 「保證金」依第9.6條之定義。

"**Margin**" has the meaning given to it in Clause 9.6.

1.5 「期權規則」依第9.4條之定義。

"**Options Rules**" has the meaning given to it in Clause 9.4.

1.6 「期權買賣規則」依第9.1條之定義。

"**Options Trading Rules**" has the meaning given to it in Clause 9.1.

1.7 「聯交所期權結算所」指香港聯合交易所期權結算所有限公司，包括其繼承人和受讓人。

"**SEOCH**" means The SEHK Options Clearing House Limited, including its successors and assigns.

1.8 「結構性存款確認書」依第2.6條之定義。

"**Structured Deposit Confirmation Sheet**" has the meaning given to it in Clause 2.6.

1.9 「結構性存款文件」依第2.6條之定義。

"**Structure Deposit Documentation**" has the meaning given to it in Clause 2.6.

1.10 「結構性產品結算日」依第7.8條之定義。

"**Structured Product Settlement Date**" has the meaning given to it in Clause 7.8.

1.11 「結構性產品結單」依第7.1條之定義。

"**Structured Product Statement**" has the meaning given to it in Clause 7.1.

1.12 「結構性產品交易確認」依第7.5條之定義。

"**Structured Product Trade Confirmation**" has the meaning given to it in Clause 7.5.

2. 結構性存款

STRUCTURED DEPOSIT

2.1 本第2條適用於結構性存款，如果本第2條與投資協議的其他條款之間有任何不一致，則與結構性存款相關的方面應以本第2條的規定為準。

This Clause 2 shall apply to Structured Deposits and in the event there is any inconsistency between this Clause 2 and other provisions in

the Investment Agreement, the provisions in this Clause 2 shall prevail in respect of Structured Deposits.

- 2.2 結構性存款可以採用我們規定的幣種按我們不時確定的最低初始存款金額或其倍數存入。所有結構性存款的存款期限以我們不時確定的為準，並且我們保留拒絕或接受閣下之結構性存款的權利。

The Structured Deposit may be made in such currencies as prescribed by us, with such minimum initial deposit and in multiples of such minimum amount as we shall determine from time to time. All the Structured Deposits are to be placed for such period as we shall determine from time to time and we reserve our right to decline or accept your Structured Deposit.

- 2.3 如果閣下向我們申請投資於結構性存款，閣下應將閣下申請投資的資金（「存入金額」）存入投資帳戶，這些資金將在結構性存款發行後或在我們確定的時間用於投資結構性存款。

If you apply to us to invest in the Structured Deposit, you shall deposit into the Investment Account such amount as you apply to invest ("Deposited Sum") which shall be applied for investment in the Structured Deposit upon its launch or at such time as determined by us.

- 2.4 除非我們另行同意，存入金額必須在我們不時確定的截止時間之前收到，否則我們將不受理閣下關於投資於結構性存款的指令。

Unless otherwise agreed by us, the Deposited Sum must be received before the cut-off time determined by us from time to time, or otherwise your order to invest in the Structured Deposit will not be accepted.

- 2.5 自存入金額存入之日起至以下日期（以較早者為準）期間，閣下不得提取存入金額、在其上設置任何產權負擔或另行處置存入金額：(i)相關結構性存款發行之日，或(ii)為閣下投資於結構性存款之指示未獲受理之日。

You shall not withdraw, create any encumbrance on or otherwise dispose of the Deposited Sum during the period from the date of deposit of the Deposited Sum until the date upon which (i) the relevant Structured Deposit is launched or (ii) the Instruction to proceed with your Structured Deposit is not accepted, whichever is earlier.

- 2.6 在存放期到期後以及在我們確定存放已完成之後，我們將向閣下簽發結構性存款確認書（「結構性存款確認書」），其中將載明結構性存款的詳情，並且我們將有權於發行日期或我們確定的其他日期從投資帳戶中釋放存入金額並按照結構性存款條款書（「結構性存款文件」）和結構性存款確認書中所載的條款將其用於投資結構性存款。如果結構性存款確認書和結構性存款文件中關於結構性存款條款的規定不一致，應以結構性存款確認書為準。

Upon the expiration of the Placement Period and after we determine that the Placement is completed, we will issue a confirmation sheet of the Structured Deposit ("Structured Deposit Confirmation Sheet") to you which sets out the particulars of the Structured Deposit and we will be entitled to uplift the Deposited Sum from the Investment Account on the launch date or such other date as determined by us to invest the same in the Structured Deposit upon and subject to the terms set out in the termsheet in respect of the Structured Deposit ("Structured Deposit Documentation") and the Structured Deposit Confirmation Sheet. In the event of any inconsistency between the provisions in the Structured Deposit Confirmation Sheet and the Structured Deposit Documentation in respect of the terms of the Structured Deposit, the Structured Deposit Confirmation Sheet shall prevail.

- 2.7 如果我們確定存放未完成並且不會在存放期到期後發行結構性存款，或者，如果我們另行確定我們不接受閣下投資於結構性存款的指示，我們會向閣下發出通知，並會向閣下解付存入金額連同按照我們確定的利率計算的應計利息（計息期為閣下向我們發出投資於結構性存款的指示之日起至結構性存款估值之日），或按照我們不時確定的其他利率和其他計息期計算利息。我們不承擔由此引起的或與之相關的任何義務或責任。

If we determine that the Placement is not completed and the Structured Deposit shall not be launched after expiration of the Placement Period or if we otherwise determine that we will not accept the Instruction to invest in the Structured Deposit, we shall notify you and release the Deposited Sum to you together with the accrued interest calculated at such rate for the period commencing from the date on which Instruction is given to us to invest in a Structured Deposit to the valuation date of the Structured Deposit, or at any other rates and for any other interest calculation period as may be determined by us from time to time. We shall have no obligation or liability whatsoever arising from or in connection therewith.

- 2.8 在結構性存款期限內及結構性存款到期日之前，閣下不得提取閣下在結構性存款中享有的任何權益，不得在該等權益之上設置任何產權負擔，不得轉讓也不得另行處置該等權益。

You shall not, during the term of the Structured Deposit and prior to the maturity date of the Structured Deposit, withdraw, create any encumbrance on, transfer or otherwise dispose of your interest of and in the Structured Deposit.

- 2.9 在適用規範允許的範圍內，閣下應就因閣下違反上文第2.4、2.5和2.8條或與之相關而導致我們蒙受或遭受的一切損失和損害向我們作出彌償並確保我們免受損害。

To the extent permitted by all Applicable Regulations, you shall indemnify and keep us indemnified from and against all loss and

damage suffered or sustained by us arising out of or in connection with your breach of the preceding Clauses 2.4, 2.5 and 2.8.

- 2.10 除結構性存款確認書或結構性存款文件（視乎情況而定）中特別明確規定允許提前終止的那些結構性存款外，閣下同意不會在到期日前終止結構性存款。除非我們根據我們依我們裁量確定的條款與條件另行作出決定，否則，不允許閣下在到期日前提前終止結構性存款。閣下同意並認知，在該等提前終止後收到的總金額，可能比所投資的本金金額少很多。閣下認知，我們或台新集團成員可以就結構性存款訂立對沖交易或其他安排。如果結構性存款在到期日前提前終止，我們應有權從結構性存款本金金額中扣除我們或台新集團成員因履行該等相關對沖交易或其他安排而產生的任何費用、損失和損害。我們還有權從本應支付給閣下的結構性存款對應總金額中扣除相當於該等提前終止產生的手續費和額外費用的一筆金額。

Except for those Structured Deposits with specific express provision in the Structured Deposit Confirmation Sheet or the Structured Deposit Documentation (as the case may be) that allow for early termination, you agree not to terminate the Structured Deposit prior to the maturity date. Early termination of the Structured Deposit by you prior to the maturity date shall not be allowed unless otherwise determined by us upon and subject to such terms and conditions as we shall in our absolute discretion determine. You agree and acknowledge that the total sum received upon such early termination may be substantially less than the principal amount invested. You acknowledge that we or Taishin Group Members may enter into hedging transactions or other arrangements relating to a Structured Deposit. In the case of early termination before the maturity date, we shall be entitled to deduct any costs, losses and damages which are incurred by us or Taishin Group Members in discharging any such related hedging or other arrangement from the principal amount of the Structured Deposit. We shall also be entitled to deduct a sum representing handling charges and additional costs incidental to the termination from the total sum in respect of the Structured Deposit which would otherwise be payable to you.

- 2.11 在為了保護我們合併帳戶或抵銷的權利、保護任何擔保權益或保護我們之權益而必要或合理所需，我們可依我們裁量在到期日前解除或另行終止結構性存款或其任何部分（須扣除我們最終確定應當扣除的相關終止費或增加我們最終確定應當增加的該等部分回報或贖回金額，該等扣除或增加可能導致數字低於結構性存款的原始本金金額）。

We shall have the discretion to uplift or otherwise terminate a Structured Deposit or any part thereof prior to the maturity date that this is necessary or appropriate to protect our right to combine Accounts or set off, or any security interest, or to protect our interests (subject to the deduction of such break costs or the addition of such proportion of the return or redemption amount, as we shall conclusively determine to be deductible or to have accrued, which may result in a figure less than the original principal amount of the Structured Deposit).

- 2.12 我們和閣下同意並認知，如果結構性存款因任何原因在到期日前終止，結構性存款的任何相關投資（包括與之相關的任何衍生工具）應與結構性存款同時終止。

We and you agree and acknowledge that if the Structured Deposit is terminated prior to the maturity date for whatsoever reason, any underlying investment of the Structured Deposit including any of the derivative instruments in respect thereof shall at the same time be terminated together with the Structured Deposit.

- 2.13 除非我們另行同意，否則我們應按照結構性存款文件中所載的條款計算和結算結構性存款的收益。

Unless otherwise agreed by us, we shall calculate and settle the yield of the Structured Deposit in accordance with the terms set out in the Structured Deposit Documentation.

- 2.14 閣下向我們聲明並保證：

You represent and warrant to us that the following:

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

you agree to be bound by all the terms and conditions in regard to the Structured Deposit set out in the Structured Deposit Confirmation Sheet, the Structured Deposit Documentation or such other documents in respect thereof.

- 2.15 在閣下於我們任何帳戶下應付或可能應付給我們的其他任何資金結清之前，我們可隨時不經通知閣下就扣留結構性存款項下本應支付給閣下的任何金額。
- We may at any time without notice to you retain any amount otherwise payable to you under the Structured Deposit pending settlement of any money payable or contingently payable by you on any Accounts with us.**
- 2.16 為計算回報或贖回金額而所需的所有利率、定盤和價值，以及與任何結構性存款相關需要確定或確立的一切其他事項，均應由我們按照現行市場慣例以合理的方式最終確定。
- All rates, fixings and values required for the purposes of calculating a return or redemption amount, and all other matters to be ascertained or established in respect of any Structured Deposit, shall be as conclusively determined by us acting in a reasonable manner in accordance with prevailing market practices.**
- 2.17 任何收益、贖回金額和/或利息均應在扣除或預扣適用規範要求扣除或預扣的稅款後支付。在我們支付任何收益、贖回金額和/或利息時，我們會以其認為恰當的方式將所扣除之稅款（如適用）的具體金額告知閣下。
- Any yield, redemption amount and/or interest will be paid subject to any deduction or withholding in respect of tax required to be made by Applicable Regulations. The amount of tax deducted (if applicable) will be notified to you as we consider appropriate when any return, redemption amount and/or interest is paid.
- 2.18 閣下認知並同意，閣下將在閣下視為必要時就閣下存放或擬存放至我們的結構性存款尋求獨立、專業的意見。
- You acknowledge and agree that you will seek independent and professional advice on the Structured Deposit placed or to be placed with us when you consider necessary.**
- 2.19 閣下認知，結構性存款不受香港存款保障計劃的保護。
- You acknowledge that Structured Deposits are not protected by the Deposit Protection Scheme in Hong Kong.**

3. 新發行申請

NEW ISSUE APPLICATION

- 3.1 閣下應熟悉並遵守與相關新上市和/或發行有關的任何招股說明書和/或發行文件及申請表或任何其他相關文件中所載的、適用於新上市和/或發行之證券以及該等新證券之申請的所有條款與條件，並且閣下同意在閣下與我們或透過我們開展之任何該等交易中受到該等條款與條件的約束。
- You shall familiarize yourself and comply with all the terms and conditions governing Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and you agree to be bound by such terms and conditions in any such transaction you may have with or through us.**
- 3.2 閣下認知並理解，與申請新證券相關之適用規範和市場慣例不同時候可能有變化。閣下承諾，將按照該等適用規範和市場慣例的規定向我們提供相關之信息、採取相關之額外措施以及作出相關之額外聲明、保證和承諾。
- You recognize and understand that the Applicable Regulations and market practice in respect of application for new Securities may vary from time to time. You undertake to provide us with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such Applicable Regulations and market practice.**
- 3.3 當閣下請求並授權我們作為閣下之代理代表閣下申請新發行之證券時，閣下：
- When you request and authorize us to apply for new issues for Securities on your behalf as your agent, you:
- (i) 授權我們及我們代理人代表閣下提出該等申請；
- authorize us and our Agents to make such application on your behalf;
- (ii) 向我們作出申請證券之新上市和/或發行之申請人所需作出的一切聲明、保證和承諾（不論是向有關證券之發行人、保薦人、承銷商或配售代理作出，還是向交易所或者任何其他相關監管機構或人士作出）；
- represent, warrant and undertake to us all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuers, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulators or persons);

- (iii) 向我們聲明並保證相關證券之申請是僅為閣下利益而提出的，而且，閣下透過我們提出之該等標的證券之申請是而且將是為或擬為閣下利益就該等證券提出之唯一申請，閣下或閣下代表不會就該等證券提出任何其他申請；
represent and warrant to us that if the application for the relevant Securities is made solely for your benefit, such application for the subject Securities to be made by you through us is and will be the only application made or intended to be made in respect of such Securities for your benefit, and no other application for such Securities will be made by you or on your behalf;
- (iv) 向我們聲明並保證，如果閣下作為其他人的代理提出相關證券之申請，則不論是作為該人之代理的閣下、該人自己還是其他人作為該人之代理，均不會就該等標的證券提出任何其他申請；
represent and warrant to us that if the application for the relevant Securities is made by you as agent for the account of another person, no other application for the subject Securities is being made by you as agent for or on behalf of that person or by that person or by any other person as agent for that person;
- (v) 認知並確認，如果一家未上市公司提出申請（該未上市公司除股票交易外不開展任何其他業務且閣下對該公司有控制權），該申請應被視為閣下利益提出的申請；
acknowledge and confirm that, if an application is made by an unlisted company that does not carry on any business other than dealing in shares and in respect of which you exercise control, such an application shall be deemed to be an application made for your benefit;
- (vi) 向我們聲明並保證，該等申請項下的申請人完全有權提出該等申請並持有所申請之證券，並且不會因該等申請的提出或獲批而導致違反適用規範或全球任何地方的任何其他規定；及
represent and warrant to us that the applicants under such applications are fully entitled to make such applications and hold Securities applied for and no breach of any Applicable Regulation or other requirement in any part of the world will arise or result from the making or approval of any such applications; and
- (vii) 授權我們及我們的代理人向相關交易所和/或相關證券之發行人披露並作出本第 3 條中的以上聲明、保證和承諾，且該交易所和/或發行人有權信賴該等聲明、保證和承諾。
authorize us and our Agents to disclose, represent and warrant the foregoing representations, warranties and undertaking in this Clause 3 to the relevant Exchange and/or the issuer of the relevant Securities who shall be entitled to place reliance on the same.

3.4 閣下同意，對於因本第3條中任何保證遭到違反或因不當作出任何授權而引起的任何合理損失、損害、申索、責任、費用或支出，閣下將全額彌償我們及所有受償人並確保其免受損害。

You agree to indemnify and hold harmless our bank and all Indemnified Persons in full against any and all reasonable losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of the warranties given in this Clause 3 or any authorization being incorrectly given.

4. 關於投資產品的保證金服務、保證金和其他持有及擔保品安排

MARGIN SERVICES, MARGIN, AND OTHER HOLDING AND COLLATERAL ARRANGEMENTS IN RESPECT OF INVESTMENT PRODUCTS

- 4.1 在我們同意的情況下，我們將按照相關協議（包括融通文件及一般條款與條件之第四部分）中所載的規定以及我們確定的所有其他條款透過保證金帳戶向閣下提供保證金融通。
If we so agree, we will extend a Margin Facility to you through the margin Account in accordance with the provisions set out in the Agreement (including the Facility Documents and Part IV of the General T&C) and all other terms as determined by us.
- 4.2 經我們事先批准，閣下可將任何保證金融通用於任何交易，前提是任何該等交易的期限不得超過十二（12）個月（或我們不時專依我們裁量訂定之其他期間），除非我們另行同意。我們提供保證金融通及其他保證金服務亦須遵守本第4條的規定。
With our prior approval, you may utilize any of the Margin Facilities for any transaction, provided that the duration of any such transaction shall, unless otherwise agreed by us, not exceed the period of twelve (12) months (or such other period as may be determined from time to time by us in our absolute discretion). Our provision of Margin Facilities and other margin Services shall also be subject to this Clause 4.
- 4.3 閣下同意，在承作任何保證金融通前，閣下應維持保證金並應在我們規定之期限（如有）內先以現金保證金和/或我們不時能接受之流動金融資產和/或其他經我們同意之方式，向我們提供初始、額外和/或補充保證金或持倉保證金，以供作擔保品。要求之保證金數額，可能依保證金融通之類別而有不同，其數額係不時專依我們裁量加以決定並變更，並向閣下告知。

You agree to maintain margin and shall pay the margin by way of initial, additional and/or supplemental margin or maintenance margin as Collateral in the form of cash deposits and/or liquid financial assets acceptable to us from time to time and/or otherwise as agreed with us before entering into any Margin Facility, and within the time limit (if any) as specified by us. The required margin may vary with each type of Margin Facility and the amount may be determined and varied by us from time to time in our absolute discretion and advised to you from time to time.

4.4 閣下特此授權並指示我們得不待事先告知閣下，逕行自閣下於本行使用之任何帳戶現有資金及/或資產中，動撥專依我們裁量認為適當之金額之資金及/或資產，作為初始、額外及/或補充保證金或持倉保證金（視乎情況而定）。

You hereby authorize and direct us, without prior notice to you, to allocate from your existing funds and/or assets in any of your Accounts maintained with us such amount of money and/or assets as we may from time to time in our absolute discretion think fit as initial additional and/or supplemental margin or maintenance margin, as the case may be.

4.5 任何初始保證金、額外保證金及/或補充保證金或維持保證金之任何部分，均應根據相關擔保品文件用於擔保閣下依投資協議對我們所負擔之全部義務。寄存於我們作為保證金之任何資產所生之任何利息、股利或其他利益（若有），均將用以補充已根據相關擔保品文件寄存之保證金、並構成此等保證金之一部份，用以擔保所有此等義務。

All and each part of any initial margin, additional and/or supplemental margin or maintenance margin shall act as security pursuant to the relevant Collateral Documents for all the obligations of you to us under the Investment Agreement. Any interest, dividend or other benefit (if any) on any asset deposited with us as margin will be added to and form part of the margin deposited as security to the relevant Collateral Documents for all such obligations.

4.6 閣下提供之保證金，可能因不同因素發生低於我們要求金額之情形，例如未清償交易之時價估算所致帳面損失、或交易結清所生損失、或擔保品價值減少等。閣下有義務自行監控並確保供予我們之保證金隨時充足。

The margin cover provided by you may fall below the amount required by us due to various reasons such as book losses arising from mark-to-market valuation of outstanding transactions, or losses arising from closed-out transactions, or a fall in the value of the Collateral. You are obliged to monitor and ensure the margin cover with us is sufficient at all times.

4.7 以不影響下文第4.10條之一般性規定為前提，若閣下未能或疏於按照相關協議或在我們要求時支付初始、額外和/或補充保證金或持倉保證金，我們應有權（但無義務）結清閣下部分或全部倉位和交易並採取我們認為適當之任何其他行動，無須事先告知閣下亦無須事前取得閣下同意，包括以下行動：

Without prejudice to the generality of Clause 4.10 below, if you fail or omit to pay initial margin, additional and/or supplemental margin or maintenance margin in accordance with the Agreement or upon our request, we shall be entitled (but not obliged to) close out some or all of your positions and transactions, and take any other action as we may deem appropriate without prior notice to you and without your prior consent, including:

(i) 臨時通知閣下，要求閣下提供我們專依我們裁量決定之額外擔保品。此等額外擔保品之金額，可能為數甚高，且可能超過閣下承諾提供之原始保證金金額；

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

(ii) 在我們認定之必要範圍內，將擔保品之一部分或全部加以變現，藉以滿足閣下之責任，無須事先告知閣下或擔保品提供方、亦無須取得閣下或擔保品提供方之進一步同意；及/或

realizing such part or all of the Collateral as we deem necessary to satisfy your liabilities to us without further notice to or consent from you or the Collateral Provider; and/or

(iii) 以我們專依我們裁量認為適當之時點、手段或方式，結清、清算、抵銷（不論其任何部分是否已經屆期）、變現、或以其他方式處理未清償交易之一部分或全部（不論是否可能因而發生額外損失），無須進一步告知閣下或擔保品提供方、亦無須取得閣下或擔保品提供方之同意。任何交易結清發生損失，且該等損失之金額，超過擔保品總價值扣除閣下向我們（不論已發生或尚待條件成就）積欠之其他債務後之金額者，任何此等短缺悉由閣下負擔。

closing out, liquidating, setting off (notwithstanding that any of the same has not yet matured), realizing or otherwise dealing with any or all outstanding transactions (whether or not any additional loss may thereby arise) at such time and by such means or in such manner as we in our sole discretion think appropriate without further notice to or consent from you or the Collateral Provider. In the event any transactions are liquidated at a loss and the loss exceeds the aggregate Collateral value less other liabilities due from you to us (whether actual or contingent), you will be liable for any shortfall.

閣下未能滿足相關協議任何規定項下之保證金要求，可構成違約事件。

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

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

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

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

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

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

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

- 4.11 針對閣下存入我們的或我們代表閣下購買或取得的以及我們為閣下持有保管的所有投資產品，閣下授權我們按照適用規範將該等投資產品登記在我們代名人名下或登記在閣下名下，或將其存入我們或我們之代名人的銀行或提供投資產品保管設施的其他機構的指定帳戶中保管。

You authorize us, in respect of all Investment Products deposited by you with us or purchased or acquired by us on your behalf, and held by us for safe keeping, to register the same in the name of our nominee or in your name, or deposit in safe custody in a designated account of us or our nominee's banker or with such other institution which provides facilities for the safe custody of Investment Products in accordance with Applicable Regulations.

- 4.12 我們、任何代名人、銀行或機構根據前述第4.11條持有的任何投資產品，所涉風險由閣下自行承擔，我們以及相關代名人、銀行或機構無義務就任何類型的風險為任何投資產品投保保險。

Any Investment Products held by us, any nominee, banker or institution pursuant to the preceding Clause 4.11 shall be at your sole risk and we and the relevant nominee, banker and institution shall be under no obligation to insure any Investment Products against any kind of risk.

- 4.13 如果我們代閣下持有的任何投資產品未登記在閣下名下，而該投資產品已應計任何股息或其他分配或收益，我們應將該等股息或收益的一定比例貸記入閣下相關帳戶（或按照與我們之約定支付給閣下），該比例應與我們代閣下持有的該投資產品在我們持有的該投資產品之總數量或總數額（包括我們為我們其他客戶持有的那些）中所佔的比例相當。

If any Investment Products held by us on your behalf are not registered in your name, and any dividends or other distributions or benefits accrue in respect of such Investment Products, your relevant Account shall be credited (or payment will be made to you as may be agreed with us) with the proportion of such distribution or benefit which is equivalent to the proportion of Investment Products held by us on your behalf out of the total number or amount of such Investment Products held by us including those held for our other customers.

- 4.14 如果我們蒙受了與我們代閣下持有但未登記在閣下名下的任何投資產品相關的損失，我們將在閣下相關帳戶中借記該等損失的一定比例，該比例應與我們代閣下持有的該投資產品在我們持有的該投資產品之總數量或總數額（包括我們為我們其他客戶持有的那些）中所佔的比例相當。

If we suffer loss in relation to any Investment Products held by us on your behalf but which are not registered in your name, your relevant Account may be debited with the proportion of such loss which is equivalent to the proportion of Investment Products held by us on your behalf out of the total number or amount of such Investment Products held by us including those held for our other customers.

- 4.15 以遵守所有適用規範和市場慣例以及不影響相關協議中任何一般性規定為前提，我們獲授權為清償閣下或代表閣下欠我們、任何台新集團成員或第三方的任何負債而處置我們持有的閣下任何投資產品（包括證券）或發起由任何台新集團成員對該等投資產品進行的處置，並且我們可專依我們裁量確定處置哪些投資產品、處置該等投資產品的時點以及處置的條款與條件。

Subject to all Applicable Regulations and market practice and without prejudice to the generality of any provisions in the Agreement, we are authorized to dispose of or initiate a disposal by a Taishin Group Member, any of your Investment Products (including Securities) held by us and we shall have absolute discretion to determine which, the timing of which and the terms and conditions under which such Investment Products are to be disposed of in settlement of any liability owed by or on behalf of you to us, any Taishin Group Member or third person.

- 4.16 以遵守所有適用規範和市場慣例以及不影響相關協議中任何一般性規定為前提，我們獲授權為清償以下各項而處置我們持有的閣下任何投資產品（包括證券）或發起由任何台新集團成員進行的處置，並且我們可專依我們裁量確定處置哪些投資產品、處置的時點以及處置的條款與條件：

Subject to all Applicable Regulations and market practice and without prejudice to the generality of any provisions in the Agreement, we are authorized to dispose of or initiate a disposal by a Taishin Group Member, any of your Investment Products (including Securities) held by us and we shall have absolute discretion to determine which, the timing of which and the terms and conditions under which such Investment Products are to be disposed of in settlement of the following:

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

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

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

5. 投資諮詢服務（非全權）

INVESTMENT ADVISORY SERVICES (NON-DISCRETIONARY)

- 5.1 我們可以按照投資協議的條款與條件向閣下提供以下方面的投資諮詢服務：

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

- (i) 不時存入投資帳戶或在投資帳戶中持有的、我們接受提供投資諮詢服務的所有投資產品；
all Investment Products from time to time deposited into or held in the Investment Account, which are accepted by us for

investment advisory Services;

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

(統稱「投資組合」)。

(collectively the "Portfolio").

5.2 我們可專依我們裁量確定是否提供任何投資服務 (包括投資諮詢服務) 以及投資服務的範圍。
We have the absolute discretion to determine whether or not to provide any Investment Services (including investment advisory Services) and also the scope of such Investment Services.

5.3 閣下授權我們採取以下所有或任何行動 (前提是我們同意) :
You authorize us to do all or any of the following subject to the agreement by us:

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

5.4 我們可不時向閣下提供與投資產品相關的信息和文件，包括市場信息和數據、市場觀點、研究產品、投資理念和投資機會等。取決於該等信息和文件的性質以及其使用的背景，該等信息和文件的內容在編制時可能考慮到也可能未考慮到閣下個人的具體情形。在任何情況下，閣下均可以專依閣下自由裁量全部或部分地接受或拒絕該等信息和文件。
We may from time to time provide you with information and documents in respect of the Investment Products including market information and data, market views, research products, investment ideas and investment opportunities. Depending on the nature of such information and documents and the context in which they are used, the content of such information and documents may or may not be prepared having regard to your personal circumstances. In all cases, you may accept or reject, in whole or in part, such information and documents at your absolute discretion.

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

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

- (i) 在訂立交易之前，閣下應當考慮閣下是否在投資產品以及金融、稅務和所有其他相關事項的承作方面擁有充分的知識和經驗，並且閣下是否有能力評估我們提供的關於投資產品的任何信息和文件、閣下指示我們承作之交易的監管處理以及相關的法律和商業條款與條件及風險承擔。閣下應僅進行閣下有能理解、衡量和評估的交易，且閣下應在考慮閣下的所有個人情況 (包括上述因素) 後作出閣下的投資決定；
before entering into a transaction, you shall consider whether you have sufficient knowledge and experience relating to the Investment Products and understanding of financial, tax and all other related matters and whether you are capable of evaluating any information and documents provided by us in respect the Investment Products, the regulatory treatments of transactions which you instruct us to enter into and the relevant legal and commercial terms and conditions and risk exposures. **You shall only proceed with a transaction which you have the ability to understand, assess and evaluate, and you will make your investment decisions after considering all your personal circumstances (including the factors abovementioned);**

- (ii) 閣下應在考慮了相關交易和投資產品的性質、特色、重要條款與條件和風險後，並在考慮了閣下投資目標、策略、財政狀況、投資知識和經驗及其他投資背景或個人情況後評估相關交易和投資產品的適當性後，就投資產品作出閣下的投資決定；
- you shall make your investment decisions in respect of Investment Products having regard to the nature, features, material terms and conditions and risks of such transactions and Investment Products and after assessing the suitability of such transactions and Investment Products having regard to your investment objectives, strategies, financial position, investment knowledge and experience and other investment background or personal circumstances;
- (iii) 在訂立交易之前，閣下應當考慮閣下是否擁有開展相關交易和投資於投資產品的財務資源，並且閣下是否願意承擔該等交易和投資產品所涉及的風險和損失。閣下應僅進行閣下有能力和願意承擔風險（包括投資風險及財務風險）的交易，閣下將在考慮閣下的所有個人情況（包括上述因素）後自行作出投資決定；及
- before entering into a transaction, you shall consider whether you have the financial resources and whether you are willing to absorb the risks and bear any loss that may be associated with the transactions and the Investment Products. You shall only proceed with a transaction which you have the ability and are willing to take up the risks (including the investment risks and financial exposures), and you will make your investment decisions after considering all your personal circumstances (including the factors abovementioned); and
- (iv) 閣下擁有充分的權力和授權聘請我們提供投資服務。
- you have full power and authority to engage us in providing the Investment Services.

上述規定並不亦不旨在減損本銀行在一般投資規定第 3.3 條下的義務。

The above does not and does not intend to derogate from the obligations of the Bank under Clause 3.3 of the General Investment Provisions.

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

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

- 5.7 閣下聲明並確認（該等聲明和確認應由閣下於交易根據投資協議承作之每一日重複作出）：

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

- (i) （除非我們另行特別同意且適用規範另行要求）我們不對投資組合進行持續不斷地管理、監控或監督，閣下應持續不斷地管理、監控或監督投資組合。
- (unless otherwise specifically agreed by us and required by Applicable Regulations) the Portfolio is not managed, monitored or supervised by us on an on-going basis, and you shall manage, supervise and monitor the Portfolio on an on-going basis;
- (ii) （除非閣下與我們另行特別約定）我們並無授權代閣下作出任何投資決定，且投資服務將在非全權的基礎上提供給閣下；
- (unless otherwise specifically agreed between you and us) we have no authority to make any investment decisions on your behalf and the Investment Services will be provided to you on a non-discretionary basis;
- (iii) 閣下是在審查並審核了閣下認為具有相關性的、有關所涉及的投資產品和交易的信息後並在考慮了該等投資產品和交易的適當性之後，自行決定為閣下自身利益並在自行承擔相關風險的前提下購買或出售任何投資產品、開展該等交易或採取與任何投資產品相關的任何行動的；
- you have made your own decision, for your sole account and at your own risk, to purchase or sell any Investment Products or engage in such transactions or to take any action in respect of any Investment Products, after having examined and reviewed such information relating to the concerned Investment Products and transactions as you consider relevant and taking into consideration of the suitability of the Investment Products and transactions;
- (iv) （除非適用規範另行要求）我們無義務就我們提供給閣下的與投資產品相關的任何信息或文件之變更向閣下提供更新。在我們編制或向閣下提供任何信息和文件之後發生的事件可能會影響該等信息和文件的及時性、恰當性和合適性。我們不保證投資產品的績效表現以及相關交易的結果；及

(unless otherwise required by Applicable Regulations) we are not obliged to provide you updates on changes to any of the information or documents in respect of the Investment Products which may have been provided by us to you. Events which occur subsequent to the preparation or provision of any information and documents by us to you may prejudice their timeliness, appropriateness and suitability. There is no warranty or guarantee on the performance of the Investment Products and the results of the transactions; and

(v) 閣下理解投資產品及交易涉及的風險，包括投資風險披露聲明書。

you understand the risks of the Investment Products and the transactions including the Investment Risk Disclosure Statements.

上述規定並不亦不旨在減損本銀行在一般投資規定第 3.3 條下的義務。

The above does not and does not intend to derogate from the obligations of the Bank under Clause 3.3 of the General Investment Provisions.

5.8 受限於一般投資規定第4.6條，並在不違背我們在《證監會操守準則》或其他適用規範項下之義務的前提下，(1)我們以及我們任何受僱人對任何機會損失（投資組合的價值本可以借此機會增加）、投資組合價值的下降、事實或判斷錯誤或法律錯誤引起的任何損失或投資組合投資所引起的任何損失、實施投資協議期間的任何作為或不作為概不承擔任何責任（在履行我們於投資協議項下之職責過程中的詐騙、故意違約或嚴重疏忽除外）；(2)我們對可能提供給閣下的、取自或源自第三方（包括任何投資產品的發行人或任何投資產品交易的對手方）的任何信息的準確性或真確性不承擔責任；及(3)我們不保證投資組合的績效表現或盈利能力。Subject to Clause 4.6 of the General Investment Provisions and to the extent not inconsistent with the obligations of us under the SFC Code of Conduct or any Applicable Regulations, (1) neither we nor any of our Indemnified Persons shall be liable for any loss of opportunity whereby the value of the Portfolio could have been increased, any decline in the value of the Portfolio, any error of fact or judgment or mistake of law or for any loss arising out of any of the investments of the Portfolio or for any act or omission in the execution of the Investment Agreement, save for fraud, willful default or gross negligence in the performance of our duties under the Investment Agreement; (2) we accept no liability for the accuracy or correctness of any information obtained or originated from other parties (including the issuer or counterparty of any Investment Products) which may be provided to you; and (3) we give no warranty or guarantee as to the performance or profitability of the Portfolio.

6. 保管服務

CUSTODY SERVICES

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

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

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

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

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

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

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

We will provide reasonable safekeeping for any Investment Product held in an Investment Account and will endeavor to collect and, subject to the other provisions of the Agreement, pay out the income derived from any such Investment Product held in accordance with your Instructions.

Investment Products held in the Investment Account shall be held at your sole risk and we shall not be liable for any loss or claim however the same may arise unless directly occasioned by the fraud, gross negligence or willful misconduct of us or our employees, Agents or servants. The provision of custodial Services by us to you does not constitute us a trustee and we shall have no trust or other obligations in respect of the assets held in custody other than those expressly provided in the Agreement.

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

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

- 6.6 若我們為閣下之利益不時收取任何零碎股份、認購權、權證、權證期權或類似權利，則除非閣下經合理事先通知另有指示，我們得以合理可得之最佳價格行使前述權利或執行前述交易，並將所得記入閣下投資帳戶之貸項，或者以我們確定之其他方式予以處置。在適用規範允許之最大範圍內及不違背適用規範之前提下，我們不對因任何此等作為或不作為之時機、或因任何因素使得難以依合理價格實施此等作為、或因任何因素使得無法進行此等出售所致之任何利潤損失或減少承擔任何責任。

Where any fractional shares, subscription rights, warrants, warrant options or similar rights are received from time to time for your benefit, then unless otherwise Instructed by you by reasonable prior notice, we may exercise or execute the same at the best price reasonably obtainable and credit the proceeds into your Investment Account or deal in other manner as we determine. **To the maximum extent permitted by and not inconsistent with any Applicable Regulations, we shall not be liable for any loss or diminution of profit occasioned by the timing of any such action or inaction, or any factors which render it impracticable to carry out such action at a reasonable price or at all.**

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

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

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

Unless otherwise required by Applicable Regulations, we are not bound to inform you of shareholders, bondholders or unitholders meetings of any Investment Product of which is entrusted by you to us for safekeeping. Subject to Applicable Regulations, while we will endeavor to forward relevant communications to you, and to respond in accordance with your Instructions, **we shall have no responsibility to monitor or act upon**

any such communications or offers made in respect of any Investment Product held as part of the custodial Services, and we shall have no liability for any loss of any kind arising directly or indirectly in consequence of any delayed transmission of communications to or from you or for any inadvertent failure or inability to forward any such communication. Unless expressly agreed otherwise, we will not be obliged to on behalf of you as shareholder, bondholder or unitholder or in any other capacity exercise voting rights attached to the Investment Products held in safe custody.

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

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

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

We may (but shall not be obliged to) account to the relevant authorities in any jurisdiction for any withholding or other taxes payable in respect of any Investment Product held in an Investment Account and you shall indemnify us against all such taxes (even if imposed solely as a result of our safekeeping of the Investment Product or the use of a clearing agency, custodian or agent for such Investment Product). You shall be responsible for obtaining any refunds of taxes to which you may be entitled whether by reason of the application of a double tax treaty or otherwise.

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

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

- (i) 我們有權接受或繼續持有此等投資產品，不論該等閣下在可預見未來或已經完全無法被交易或變現；
we may accept or continue to hold such Investment Products, notwithstanding that they may not be capable of being traded or realized in the foreseeable future or at all;
- (ii) 我們所製發之任何結單或估價文件中，此等投資產品之價值將記載為無或零；
any Statement or valuation issued by us will reflect a nil or zero value for such Investment Products;
- (iii) 我們並無義務就任何此等投資產品採取任何行動，包括在任何股東會或債券持有人會議中進行投票、就該等投資產品做成或提出任何請求或債權證明、或就任何此等投資產品以任何方式採取任何其他行動；且
we shall not be obliged to take any action in connection with any of such Investment Products, including voting at any shareholders' or bondholders' meeting, making or filing any claim or proof of debt in respect of the Investment Products, or otherwise acting in any manner in connection with any of such Investment Products; and
- (iv) 若我們專依我們裁量認為就該等投資產品採取任何行動係為閣下之最佳利益者，則我們應善盡合理努力採取該等行動，其成本及費用由閣下負擔之、其風險亦由閣下自行承擔之，且我們不就任何損失或申索負擔任何性質之責任，而不論該等損失或申索是如何產生的，除非該等損失或申索係由我們或我們的僱員、代理人或受僱人之詐騙、嚴重疏忽或故意不當行為直接造成。

if we at our sole discretion determine that it is in your best interest to take any action in connection with any of such Investment Products we shall do so on the basis of our best reasonable efforts, at your cost and expense and your sole risk but strictly without liability of any nature on our part for any loss or claim however the same may arise unless directly occasioned by the fraud, gross negligence or willful misconduct of us or our employees, Agents or servants.

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

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

7. **結構性產品交易**

STRUCTURED PRODUCT TRANSACTION

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

In relation to any Structured Product transaction, we may and, if so requested by you or as required by Applicable Regulations, shall make available to you a statement or summary setting out the descriptions, the specifications, the features, the particulars and all other details relating to the relevant Structured Product or the risk associated therewith (the "**Structured Product Statement**").

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

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

- 7.3 閣下認知並同意，閣下將在閣下視為合適、必要的情況下，就閣下擬交易之結構性產品或擬承作之結構性產品交易尋求獨立的專業意見，且閣下願意承擔結構性產品交易可能產生的相應風險。

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, you are willing to bear the risks that may arise from the Structured Product transaction.

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

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

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

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

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

You have a duty to carefully examine all information and particulars set out in the Structured Product Trade Confirmations and shall acknowledge the correctness and accuracy of the Structured Product Trade Confirmation by countersigning (if so specifically required under the Structured Product Trade Confirmation) the duplicate copies thereof and return them to us within ten (10) days of the date of issuance of the Structured Product Trade Confirmation or such other period of time as may be specified by us from time to time in our

absolute discretion.

- 7.7 如果閣下未在結構性產品交易確認簽發後十(10)天內(或我們依我們裁量不時規定的其他時限內)提出任何異議,結構性產品交易確認中載明的所有信息和詳情均被視為準確的、最終的並對閣下具有約束力。

If you do not raise any objections within ten (10) days of issuance of the Structured Product Trade Confirmations or such other period of time as may be specified by us from time to time in our absolute discretion, all information and particulars in such Structured Product Trade Confirmations are deemed correct, conclusive and binding on you.

- 7.8 閣下理解並認知,閣下有義務於規定的結算日(「**結構性產品結算日**」)以現金或在結算時交付規定之相關資產的方式對結構性產品交易進行結算。

You understand and acknowledge that you are obliged to settle the Structured Product transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the "**Structured Product Settlement Date**").

- 7.9 除非於結構性產品結算日針對結構性產品交易項下的贖回採取相應行動,否則結構性產品交易可能到期的情況下,應適用以下規定:

Where the Structured Product transaction may expire unless appropriate action in connection with the redemption under the Structured Product transaction is taken on the Structured Product Settlement Date, the following provisions shall apply:

- (i) 閣下應自行負責熟悉所有結構性產品交易的權利和條件,且閣下有義務針對結構性產品交易項下的贖回採取相應行動; it is your sole responsibility to familiarize yourself with the rights and terms of all of the Structured Product transaction and you are obliged to take appropriate action in connection with the redemption under the Structured Product transaction;

- (ii) 若閣下未能或疏於在結構性產品結算日前至少提前三(3)個營業日指示我們採取行動:

if you fail or omit to instruct us to take action at least three (3) Business Days before the Structured Product Settlement Date:

- (a) 在結構性產品交易項下的贖回屬非義務性的情況下,應不可推翻地視閣下已不可撤銷地放棄閣下對該結構性產品交易項下的贖回享有的一切權利,且我們有權按照我們視為合適、恰當的方式處理或另行處置該結構性產品;或

where the redemption under the Structured Product transaction is not obligatory, it shall be conclusively deemed that you have irrevocably renounced all your rights and entitlements regarding the redemption under such Structured Product transaction and we are entitled to deal with or otherwise dispose of such Structured Product in the manner as we shall consider fit and appropriate; or

- (b) 在結構性產品交易項下的贖回屬義務性的情況下,我們有權以我們專依我們裁量確定的方式出售或轉讓投資帳戶內的任何投資產品或存放於我們和/或任何台新集團成員或由我們和/或任何台新集團成員持有的所有現金、資產、財產,以履行閣下的結算義務。對於因實施該等轉讓或出售或因與之或與閣下未履行投資協議項下之結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、申索、法律程序以及導致我們合理招致的任何費用和支出,閣下應向受償人全額作出彌償並確保其免受損害;及

where the redemption under the Structured Product transaction is obligatory, we are entitled to sell or transfer any Investment Products in the Investment Account or all cash, assets, property otherwise deposited with or held by us and/or any Taishin Group Member to satisfy your settlement obligations in the manner as we shall in our absolute discretion determine. **You shall fully indemnify and keep the Indemnified Persons indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations under the Investment Agreement; and**

- (iii) 如果閣下在結構性產品結算日前至少提前三(3)個營業日向我們發出指示要求我們針對結構性產品交易項下的贖回採取相應行動,則除非在閣下發出該指示時已在我們存放充足的清算資金或恰當形式的規定之相關資產(視乎情況而定),否則我們沒有義務遵循閣下的指示進行贖回。若閣下未能滿足此項條件,上文第 7.9(ii)條的規定應予以適用,如同閣下未能及時向我們發出指示。

should you instruct us at least three (3) Business Days before the Structured Product Settlement Date to take appropriate action for the redemption under the Structured Product transaction, we are not obliged to follow your instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been

deposited with us when you give your Instruction and, in default thereof, the provisions of the preceding Clause 7.9(ii) above shall apply as if you have failed to give us punctual Instruction.

7.10 如果結構性產品交易規定於結構性產品結算日以現金或於結算時交付規定之相關資產的方式對結構性產品交易進行結算，閣下向我們聲明、保證並承諾：

Where Structured Product transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Structured Product Settlement Date, you represent and warrant to and undertake with us that:

(i) 在結構性產品交易規定於結構性產品結算日以現金進行結算的情況下，閣下應在結構性產品結算日前向我們提供充足的清算資金以使得我們可以代閣下充分履行閣下對該結構性產品交易的結算義務。若閣下未能或疏於在結構性產品結算日或之前履行閣下於投資協議項下的結算義務，我們有權出售或轉讓投資帳戶內的任何投資產品或存放於我們和/或任何台新集團成員或由我們和/或任何台新集團成員持有的任何現金、資產、財產，以履行閣下的結算義務。對於因實施該等轉讓或出售或因與之或與閣下未履行結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、申索、法律程序以及導致我們合理招致的任何費用和支出，閣下應向受償人全額作出彌償並確保其免受損害；及/或

where the Structured Product transaction provides for settlement in cash on the Structured Product Settlement Day, you shall make available to us sufficient cleared funds to enable us to fully satisfy on your behalf your settlement obligations in respect of the Structured Product transaction before the Structured Product Settlement Date. If you fail or omit to fulfil your settlement obligations under the Investment Agreement by the Structured Product Settlement Date, we are authorized and empowered to sell or transfer any Investment Product in the Investment Account or all cash, assets or property otherwise deposited with or held by us and/or any Taishin Group Members in satisfaction of your settlement obligations. **You shall fully indemnify and keep all Indemnified Persons indemnified from and against all losses, damages, interest, actions, demands, claims whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations;** and/or

(ii) 在結構性產品交易規定以交付規定之相關資產的方式進行結算的情況下，閣下應以恰當形式向我們交付該規定之相關資產，或以其他方式在結構性產品結算日前對該交易進行結算。若閣下未能或疏於在結構性產品結算日或之前履行閣下的結算義務，我們有權在必要範圍內代閣下購買或取得該等資產，以履行閣下於投資協議項下的結算義務。對於因該等購買或取得或因與之或與閣下未履行結算義務直接或間接相關的事項而導致我們蒙受的任何損失、損害、利息、訴訟、要求、申索、法律程序以及導致我們合理招致的任何費用和支出，閣下應向受償人全額作出彌償並確保其免受損害。我們還有權從閣下存放於我們或任何台新集團成員或由我們或任何台新集團成員持有的資產中撥取、提取和/或使用一定數額的標的資產，以使得我們可以對該結構性產品交易進行結算。

where the Structured Product transaction provides for settlement by way of delivery of the specified underlying asset, you shall deliver the specified quantity of such assets in an appropriate form to us or otherwise settle such trade before the Structured Product Settlement Date. If you fail or omit to fulfil your settlement obligations by the Structured Product Settlement Date, we are authorized and empowered to execute on your behalf the purchase or acquisition of such assets as are necessary to satisfy your settlement obligations under the Investment Agreement. **You shall fully indemnify and keep all Indemnified Persons indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which we may suffer or sustain and all costs and expenses reasonably incurred by us as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to your default in performance of your settlement obligations.** We are also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the subject assets from the assets you deposited with or held by us or any of the Taishin Group Members so as to enable us to settle the Structured Product transaction.

7.11 以不影響前述規定為前提，除非我們以書面形式明確同意，否則我們沒有義務不時向閣下告知任何即將到來的結構性產品結算日或代閣下採取任何行動。

Without prejudice to the foregoing, we are not obliged to notify you of any upcoming Structured Product Settlement Date from time to time or to take any action on your behalf unless specifically agreed by us in writing.

7.12 在結構性產品結算日，我們應有權從閣下帳戶中借記應就結構性產品交易支付的全部金額（包括購買價格、產生的所有費用、佣金、印花稅、稅款或稅費以及所有其他的合理支出）。

Upon the Structured Product Settlement Date, we shall be entitled to debit the entire amount payable for the Structured Product

transaction (including the purchase price, all fees, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from your Account.

- 7.13 扣除產生的所有經紀費、佣金、印花稅和費用以及所有其他合理支出後的結構性產品交易淨收益，應先用於（全部或部分地）支付和清償閣下在相關協議項下欠我們的所有負債（如有），剩餘部分（如有）應貸記到閣下帳戶內。

The net proceeds of the Structured Product transaction after deducting all brokerage, commissions, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to us under the Agreement and the surplus, if any, shall be credited into your Account.

- 7.14 閣下同意，閣下應對（且應始終對）與按照閣下指示承作的結構性產品交易相關的所有結算義務和所有其他義務負責。此外，閣下同意，我們任何時候均有權在我們合理認為閣下無法或不願意（或可能無法或不願意）遵守閣下對結構性產品交易的任何結算或其他義務的情況下，沽清與我們代閣下執行的結構性產品交易相關的任何合約或協議、透過在聯交所或其他相關交易所購買相關資產對閣下的空頭部位進行平倉、透過在聯交所或其他相關交易所出售結構性產品對閣下的多頭部位進行清算或針對相關的結構性產品交易採取我們專依我們裁量認為適當的任何其他行動。

You agree that you are and remain fully responsible for all settlement and all other obligations arising in connection with any of the Structured Product transactions entered into in accordance with your Instructions. In addition, you agree that we are at any time entitled to close out any or all contracts or agreements relating to the Structured Product transaction effected by us for and on your behalf, cover any short position of you through the purchase of the underlying assets on SEHK or other relevant Exchange or liquidate any of your long positions through the sale of the Structured Products on SEHK or other relevant Exchanges, or take any other action as we may in our absolute discretion consider fit in relation to the relevant Structured Product transaction if, in our reasonable opinion, we consider that you are or may be unable or unwilling to comply with any of your settlement or other obligations in respect of the Structured Product transaction.

- 7.15 閣下認知、同意並確認，我們對可能提供給閣下的、取自或源自第三方（包括任何結構性產品的發行人或任何結構性產品交易的對手方）的任何信息或數據（無論包含在結構性產品結單中提供還是另行提供）的準確性不承擔責任。

You acknowledge, agree and confirm that we accept no liability for the accuracy or correctness of any information or data, whether in the Structured Product Statement or otherwise, obtained or originated from third parties (including the issuer of any of the Structured Product or counterparty to any of the Structured Product transaction) which may be provided to you.

- 7.16 閣下認知，如果我們就未平倉持倉進行交易之資格因證監會在適用規範項下或因任何其他原因採取行動而被剝奪或受到限制，則閣下可能會受到任何此等資格剝奪或限制之影響，在此種情形下，閣下可能會被要求減少或沽清其在我們所持之未平倉持倉。

You acknowledge that you may be affected by any curtailment of, or restriction on, the capacity of us to trade in respect of open positions as a result of action taken by the SFC under Applicable Regulations or for any other reason, and that in such circumstances, you may be required to reduce or close out your open positions with us.

8. 投資基金

Investment Funds

- 8.1 儘管上述規定和本投資條款與條件中的其他規定具有一般性，就適用於任何基金之每一購買指示而言，閣下作出如下聲明、保證和承諾：

Notwithstanding the generality of the foregoing and other provisions herein, with regard to each purchase Instruction for any Fund, you represent, warrant and undertake the following:

- (i) 閣下已收到、閱讀並充分理解該基金之發售文件、認購協議以及任何其他補充條款和文件（包括任何基礎基金便覽關鍵事實記錄表、財務報表和其他報告）；

you have received, read and fully understood the offering documents, the subscription agreements and any other supplement and documents (including any key fact sheets, financial statements and other reports) in relation to the Fund;

- (ii) 閣下充分了解並認可該基金的結構、性質、特色、條款與條件以及風險。尤其是，對該基金之投資可能並不保本，而且要承受基金文件所述之風險；

you fully understand the structure, nature, features, the terms and conditions and the risks of the Fund and accept the same. In particular, the investments in the Fund may not be principal protected and is subject to the risks as described in the Fund documentation;

- (iii) 閣下現是並將繼續是該基金之合格投資者；
you are and will continue to be an eligible investor of the Fund;
- (iv) 閣下之購買指示受限於該基金之一般條件及其相關註冊住所地之適用規範；
your purchase Instruction is subject to the general conditions of the Fund, and to the Applicable Regulations of its relevant place of registered domicile;
- (v) 閣下將迅速簽署我們、該基金或該基金之代表不時要求之任何文件，並向我們提供我們、該基金或該基金之代表不時要求之資訊；
you will promptly execute any documents and provide us with such information that may be required by us, the Fund or representatives of the Fund from time to time;
- (vi) 閣下遵守並將繼續遵守基金文件和該基金之設立文件所載明之所有投資者要求、認購條件、出售和/或轉讓限制、承諾、聲明、保證和彌償保障，並受其條款約束；
you comply and will continue to comply with all investor requirements, subscription conditions, sale and/or transfer restrictions, undertakings, representations, warranties and indemnities set out in the Fund documentation and the constitutive documents of the Fund, and shall be bound by the terms thereof;
- (vii) 閣下理解，基金文件非由我們編制，而且，在適用規範允許之最大範圍內及不違背適用規範之前提下，我們不就該等基金文件中存在之任何錯誤、誤述或遺漏或者閣下因以該等基金文件為據而訂立任何交易或者採取或不採取任何步驟而遭受的任何損失對閣下承擔任何責任；
you understand that the Fund documentation are not prepared by us, and that to the maximum extent permitted by and not inconsistent with any Applicable Regulations, we shall not be liable to you for any error, misstatement or omission in such Fund documentation or any loss suffered by you in connection with any transaction entered into or steps taken or omitted to be taken on the basis of such Fund documentation;
- (viii) 在我們或我們的代理人被要求代表閣下向該基金或其任何代表作出任何聲明或保證之情況下，閣下確認每一該等聲明或保證均真實、準確且不具有誤導性，而且就像是閣下直接向該基金或其任何代表作出一樣。如果該等聲明或保證在任何方面變得不真實、不準確或者具有誤導性，則閣下將迅速告知我們；及
where we are or our Agent is required to provide on your behalf any representation or warranty to the Fund or any representatives of the Fund, you confirm that each such representation or warranty shall be true, accurate and not misleading and is given as if the same are given by you to the Fund or any representatives of the Fund directly. You will inform us promptly if any such representations or warranties shall become untrue, inaccurate or misleading in any way; and
- (ix) 閣下將在要求之時按照要求滿足該基金之任何資本催繳通知。如果存於閣下帳戶或者為此目的而另行存於我們的資金不足以在所要求之最後期限前滿足該基金之資本催繳通知，則閣下同意我們可採取我們認為必要之行動（包括沽清所持有基金以及賣出或轉讓閣下帳戶中的任何投資產品或者存於我們及/或任何台新集團成員的或由我們及/或任何台新集團成員持有的用於履行閣下之結算義務的所有現金、資產或財產）。
you will meet any capital calls of the Fund as and when required. If there are insufficient funds in your Account or otherwise held with us for such purpose to meet capital calls of the Fund by the required deadline, you agree that we may take such action (including liquidating the Fund positions as well as selling or transferring any Investment Product in your Account or all cash, assets or property otherwise deposited with or held by us and/or any Taishin Group Members in satisfaction of your settlement obligations) as we consider necessary.

8.2 在就某一基金執行購買指示時，閣下同意，我們可能不得不以我們之名義代閣下認購該基金，而風險則應由閣下承擔。閣下認知，我們將專依基金或其代表（視乎情況而定）之裁量而為閣下接受關於基金之任何指示。除非我們另行通知閣下，否則我們無權代表基金接受指示。

When executing the purchase Instruction in respect of a Fund, you agree that we may have to subscribe for the Fund in our name, but for your account and risk. You acknowledge that acceptance of any Instructions in Funds by us on your behalf shall be at the absolute discretion of the Fund or the representatives of the Fund (as the case may be). We have no authority to accept the Instructions on behalf of the Fund, unless otherwise notified by us to you.

8.3 閣下關於買進、賣出或者以其他方式處置基金之指示將在顧及我們之預定截止時間之情況下按照我們之慣常做法予以執行，因此可能不是在指示下達當日得到執行。我們不對因按我們之慣常做法和時間執行指示而產生之任何價格差異承擔責任，除非是由我

們或我們的僱員、代理人或受僱人之詐騙、嚴重疏忽或故意不當行為直接導致的。

Your Instruction to purchase, sell or otherwise deal in the Fund will be executed in accordance with our usual practice and having regard to our prescribed cut-off time and as such, may not be effected on the same day as the day on which the Instruction is placed. **We shall not be responsible for any price difference as a result of executing the Instruction in accordance with our usual practice and time, unless directly occasioned by fraud, gross negligence or willful misconduct on our part or that of our employees, Agents or servants.**

- 8.4 我們在截止時間當時或之前收到任何基金指令，並不構成對於成功執行任何基金指令或者在任何特定時間前或按任何特定條款執行任何基金指令之確認、保證或承諾。此外，我們可以（但無義務）於當日處理我們在其不時確定之日的截止時間日之後收到之任何基金指令。如果我們不是在營業日收到任何基金指令，則我們保留權利（但無義務）於下個營業日處理該基金指令。

Our receipt of any Fund Orders at or before the cut-off time shall not constitute any confirmation, guarantee or commitment in respect of any successful execution of any Fund Orders nor execution by any specified time or on any specific terms. In addition, we may, but are not obliged to, process on the same day any Fund Orders that are received by us after the cut-off time of that day as determined by us from time to time. To the extent that any Fund Order is not received by us on a Business Day, we reserve the right but are not obliged to process it on the next Business Day.

- 8.5 基金指令之下達和執行受限於過戶代理之條款和條件以及基金或基金管理人之規則、條款和條件，而該等規則、條款和條件可能會隨基金而異，也可能會在未經我們向閣下發出事先通知的情況下不時發生變更。閣下應查閱最新基金文件，與基金或基金代表聯絡，以便重新確認特定基金之特定規則、條款和條件。只有到閣下自我們收到已執行完畢的書面投資交易確認書之時，閣下之基金指令才被確認為已經執行。

The placement and execution of Fund Orders are subject to the transfer agent's terms and conditions and the Fund or Fund administrator's rules, terms and conditions, which may differ for each Fund and may vary from time to time without prior notice given by us to you. You shall refer to the latest Fund documentation and contact the Fund or the Fund representatives to re-confirm the specific rules, terms and conditions in respect of the particular Fund. Your Fund Order is not confirmed to be executed unless and until you have received a written Investment Transaction Confirmation of the same from us.

- 8.6 除非閣下另行提出明確要求，否則，未在下達當日得到執行之任何基金指令應自動放在下個可用之交易日或交易期間執行。閣下下達之任何基金指令一直有效到已經成功執行之時或者由閣下撤回並被我們接受之時。

Unless otherwise specifically requested by you, any Fund Order that is not executed on the same day of its order placement shall automatically be placed for execution on the next available dealing day or period. Your Fund Order is valid until the Fund Order has been successfully executed or alternatively, withdrawn by you and accepted by us.

- 8.7 閣下認知，就向閣下報告任何基金投資之價值的目的而言，我們可以依賴基金、基金代表或者其他第三方提供之估值，我們沒有義務核實該等估值之準確性。

You acknowledge that we may rely on valuations from the Fund, representatives of the Fund or other third parties for the purposes of reporting to you the value of any investments in the Fund and we shall have no duty to verify the accuracy of such valuations.

- 8.8 就我們代表閣下收取之任何基金股息或分配而言，除非閣下另有指示，否則，我們將任何現金股息記入閣下帳戶之貸項，或者以我們確定之其他方式予以處理。付給閣下之所有股息和分配應扣除我們或我們的代理人招致之任何相關稅項、費用、收費和支出。我們沒有義務確定股息或分配是否足額，也不對此承擔任何責任。

In respect of any dividends or distributions of the Fund which are received by us on your behalf, unless otherwise Instructed by you, we will credit any cash dividends into your Account or handle in such other manner as we determine. All dividends and distributions paid to you shall be net of any applicable taxes, fees, charges and expenses incurred by us or our Agents. **We have no duty to ascertain and shall not be responsible for the adequacy of the dividends or distributions.**

- 8.9 就任何基金贖回而言，閣下認知，該等贖回僅可按照基金文件進行。我們可將我們代表閣下收取之任何贖回所得（扣除我們或我們的代理人因該等贖回而招致之任何相關稅捐、費用、收費和支出）記入閣下帳戶之貸項，或者以我們不時確定之方式予以支付。我們沒有義務確定贖回所得是否足額，也不對此承擔任何責任。

In respect of any redemptions of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. We may credit any redemption proceeds (net of any applicable taxes, fees, charges and expenses incurred by us or our Agents in connection with the redemption) received by us on your behalf into your Account or make payment of the same in such manner as we may determine from time to time. **We have no duty to ascertain and shall not be responsible for the adequacy of the redemption proceeds.**

- 8.10 就任何基金轉換或交換而言，閣下認知，該等轉換或交換僅可按照基金文件進行。如果閣下向我們作出進行轉換或交換之指示，則我們將僅在被轉換或交換之相關現有基金之贖回得到確認並已完成之後方才認購所需認購之基金。

In respect of any switching or exchange of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. If you give an Instruction to us to effect a switching or exchange, we will subscribe for the Fund required only after confirmation and completion of the redemption of the relevant existing Fund which is being switched or exchanged.

- 8.11 就任何基金轉讓而言，閣下認知，該等轉讓僅可按照基金文件進行。除非我們另行同意，否則，閣下向我們作出之轉讓任何基金之任何指示均應被視為轉讓閣下對該基金享有之所有權益之指示。

In respect of any transfers of Funds, you acknowledge that these may only be made in accordance with the Fund documentation. Any Instruction by you to transfer any Fund shall be deemed to be an Instruction to transfer all your interests in that Fund unless otherwise agreed by us.

- 8.12 閣下同意，在任何基金或其任何代表請求時，我們或我們的代理人可為該等請求中載明的與該基金有關之目的，向該等請求中載明的與該基金有關之人（包括基金、其投資經理、投資顧問、一般當事方或其他代表，或者任何法律、監管、政府、稅務、執法或其他機構，或者金融服務提供者之任何自治機構、行業機構或協會）披露任何客戶資訊（包括閣下及閣下的受益權人之身份）。

You agree that we or our Agents, may on request by any Fund or any representative of the Fund, disclose any Customer Information (including the identities of you and your Beneficial Owners) to such persons (including the Fund, its investment managers, investment advisors, general parties or other representatives, or any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers) and for such purposes in connection with the Fund as may be specified in such request.

9. 在香港聯合交易所有限公司交易之期權

OPTIONS TRADED ON THE STOCK EXCHANGE OF HONG KONG LIMITED

- 9.1 本第9條之規定應適用於我們就在聯交所上市或交易之任何期權而向閣下提供之任何投資服務。除非文意另有要求或者在本投資條款與條件中另有定義，否則，本第9條中所用之定義詞（英文本中大寫）應具有《香港聯合交易所有限公司期權交易規則》（「期權交易規則」）所賦予之相同涵義。

The provisions in this Clause 9 shall apply in respect of any Investment Services provided by us to you in relation to any options listed or traded on the SEHK. Unless the context otherwise requires or the terms are otherwise defined herein, capitalized terms used in this Clause 9 shall have the same meanings as defined in the Options Trading Rules of The Stock Exchange of Hong Kong Limited (the "Options Trading Rules").

- 9.2 我們將對與涉及期權之閣下之投資帳戶有關的資訊保密，但可向證監會和金管局提供該等資訊，以遵循其資訊提供要求。閣下同意在此方面放棄享受銀行保密待遇的權利。

We will keep information relating to your Investment Account involving options confidential, but may provide any such information to the SFC and the HKMA to comply with their requirements or requests for information. You agree to waive banking secrecy in this respect.

- 9.3 閣下確認：

You confirm that:

- (i) 涉及期權之投資帳戶僅為閣下利益而運作，而非為任何其他人的利益而運作；
the Investment Account involving options is operated solely for your account and benefit, and not for the benefit of any other person;
- (ii) 閣下已向我們書面披露所運作的涉及期權之投資帳戶的受益人的姓名；和
you have disclosed to us in writing the name of the person(s) for whose benefit the Investment Account involving options is being operated; and
- (iii) 閣下已要求我們（並且我們應）以綜合帳戶（其定義參照《期權交易規則》）運作涉及期權之投資帳戶，而且經我們要求，閣下應即時應要求通知我們任何擁有客戶合約（其定義參照《期權交易規則》）的最終實益權益的人士之身份。
you have requested us to, and we shall operate the Investment Account involving options as an Omnibus Account (as defined in the Options Trading Rules), and you will immediately notify us, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts (as defined in the Options Trading Rules).

- 9.4 我們將按照所有適用法律、規則和監管指示（「期權規則」）（包括《期權交易規則》、《聯交所期權結算有限公司期權結算規則》和香港結算之規則）收取要求繳納之保證金以及期權金。

We will collect margin requirements and premium in accordance with all applicable laws, rules and regulatory directions (the "**Options Rules**"), which include the Options Trading Rules, the Clearing Rules of The SEHK Options Clearing House Limited and the rules of HKSCC.

- 9.5 閣下同意，適用於有關期權系列之標準合約（其定義參照《期權交易規則》）的條款應適用於我們與閣下訂立的每一客戶合約（其定義參照《期權交易規則》），而且，所有客戶合約（其定義參照《期權交易規則》）均應按照期權規則訂立、行使、交收和解除。

You agree that the terms of the Standard Contract (as defined in the Options Trading Rules) for the relevant options series shall apply to each Client Contract (as defined in the Options Trading Rules) between you and us, and that all Client Contracts (as defined in the Options Trading Rules) shall be created, exercised, settled and discharged in accordance with the Options Rules.

- 9.6 閣下同意向我們提供不時約定之現金和/或證券和/或其他資產（「保證金」），作為閣下在相關協議項下對我們所負義務之擔保。

You agree to provide us with cash and/or Securities and/or other assets ("**Margin**") as may be agreed from time to time, as security for the your obligations to us under the Agreement.

- 9.7 保證金應按照我們不時提出之要求予以支付或提交；要求以保證金形式提供的數額應不少於（但可超過）期權規則就閣下之未平倉持倉和交付義務的金額，而且，可能因應市值變動要求更多保證金。

The Margin should be paid or delivered as demanded by us from time to time; and the amounts required by way of Margin should not be less than, but may exceed, the amounts as may be required by the Options Rules in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value.

- 9.8 如果我們接受證券作為保證金，則閣下將按要求向我們提供我們依照期權規則所要求之授權，以授權我們直接或者透過另一名期權交易所參與者（其定義參照《期權交易規則》），交付該等證券予聯交所期權結算所，以作為聯交所期權結算所擔保品，從而進行源自閣下給予我們指示的在交易所交易的期權業務（其定義參照《期權交易規則》）；及我們並沒有獲得閣下任何其他授權，從而借入或借出閣下的證券或為著任何其他目的以其他方式不再管有閣下的任何證券（但該等證券將給予閣下或得到閣下的指示的情況除外）。

If we accept Securities by way of Margin, you will on request provide us with such authority as we may require under the Options Rules to authorize us to deliver such Securities, directly or through an Options Exchange Participant (as defined in the Options Trading Rules), to the SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business (as defined in the Options Trading Rules) resulting from your Instructions to us; and we do not have any further authority from you to borrow or lend your Securities or otherwise part with possession (except to you or on your Instructions) of any of your Securities for any other purpose.

- 9.9 在不限制相關協議之任何其他規定之一般性的前提下，閣下同意就因閣下違反閣下在本條項下之義務而發生之一切損失和費用向每一受償人作出彌償，其中包括向閣下追收欠債以及終止涉及期權之投資帳戶而合理招致之成本。

Without limiting the generality of any other provisions of the Agreement, you agree to indemnify each Indemnified Person against all losses and expenses resulting from breach of your obligation under this Clause, including costs reasonably incurred in collecting debts from you, and in closing the Investment Account involving options.

- 9.10 在不限制相關協議之任何其他規定之一般性的前提下，如果閣下未能遵守其在本條項下之任何義務和/或清償閣下在本條項下之債務（包括未能提供保證金之情形），則我們可以：

Without limiting the generality of any other provisions of the Agreement, if you fail to comply with any of your obligations and/or to meet your liabilities under this Clause, including failure to provide Margin, we may:

- (i) 拒絕接受閣下就在交易所交易的期權業務作出之進一步指示；
decline to accept further Instructions from you in respect of Exchange Traded Options Business;
- (ii) 終止閣下與我們之間的部分或全部客戶合約；
close out some or all of your Client Contracts with us;
- (iii) 訂立相關合約或進行證券、期貨或商品之交易以履行所產生的責任或對沖我們因閣下未有履行責任而須承擔的風險；
enter into Contracts, or into transactions in Securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which we are exposed in relation to your failure;
- (iv) 處置保證金，並將處置保證金所得的收益解約閣下對我們所欠之債務，而在解約閣下對我們所負之全部債務之後所剩之任何收益餘款應支付予閣下。

dispose of Margin, and apply the proceeds thereof to discharge your liabilities to us, and any proceeds remaining after discharge of all your liabilities to us should be paid to you.

- 9.11 閣下同意按照我們不時通知閣下之利率和條款，支付一切逾期未付的利息（包括閣下被判定債項後所招致之利息）。
You agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against you) at such rates and on such other terms as we have notified to you from time to time.
- 9.12 就按閣下指示已執行的所有相關合約，閣下將在我們所通知之期限內，付予我們已知會閣下之期權金、我們之佣金和任何其他收費以及聯交所規定適用的交易徵費；我們可從該涉及期權之投資帳戶中扣除該等期權金、佣金、收費和交易徵費。
In respect of all Contracts effected on your Instructions, you will pay us, within the time period notified by us, premium, our commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to you; and we may deduct such Premium, commissions, charges and levies from the Investment Account involving options.
- 9.13 我們可隨時對閣下擁有之未平倉持倉或交付義務施加限制。
We may place limits on the open positions or delivery obligations that you may have at any time.
- 9.14 閣下行使客戶合約或該客戶合約被行使時，閣下將按照標準合約及閣下從我們所獲的通知，履行閣下根據有關合約須承擔的交付責任。
On exercise of a Client Contract by or against you, you will perform your delivery obligations under the relevant contract, in accordance with the Standard Contract and as you have been notified by us.
- 9.15 一經要求，我們即應向閣下提供期權合約之產品細則。
Upon request, we shall provide you with product specifications for Options Contracts.
- 9.16 我們的業務如果出現重大變化，因而可能會影響到我們向閣下所提供的涉及期權之投資服務，我們將就此知會閣下。
We will notify you of material changes in respect of our business which may affect the Investment Services involving options that we provide to you.

10. 外匯

FOREIGN CURRENCIES

- 10.1 閣下認知並同意，外匯存款、帳戶與交易涉及匯率風險，特別是：(a) 外匯存款之任何收益取決於到期或提款時之現行匯率，及 (b) 不利之匯率變動可能完全抹消利息收益並減少本金金額。
You acknowledge and agree that foreign currency deposits, Accounts and transactions involve currency exchange rate risk, in particular, that (a) any earnings on foreign currency deposits are dependent on the prevailing exchange rates at the time of maturity or withdrawal and (b) adverse exchange rate movements may erase interest earnings completely and reduce the principal amount.
- 10.2 我們得專依我們裁量，以相關外國貨幣款項之等值港元款項（按我們不可推翻地確定之屆時匯率計算），從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存。若貨幣市場之情形使得某些貨幣不時無法取得，則我們保留以閣下與我們約定之某一替代貨幣按屆時匯率從外國貨幣帳戶支付款項或償付以外國貨幣計值之定存。
We may, in our sole discretion, effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in HKD (or another currency) equivalent of the relevant foreign currency amount, calculated at the prevailing exchange rate (as conclusively determined by us). If circumstances in currency markets render certain particular currencies unobtainable from time to time, we also reserve the right to effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in an alternative currency as agreed between you and us at the prevailing exchange rate.
- 10.3 於不限制10.2條規定之前提下，若發生任何事件，我們專依我們裁量認為超出我們合理控制能力之外者，且該等事件影響或可能影響閣下帳戶之貨幣，我們得專依我們裁量，按我們確定之當時有效之匯率，將該等帳戶之貨幣轉換為當時可自由轉移之貨幣，該等貨幣得由我們專依我們裁量確定，之後為該等帳戶進行之每筆付款，將以新貨幣為之。
Without limiting Clause 10.2, if an event occurs which is in our sole opinion beyond our reasonable control and where such event affects or may affect the currency of an Account, we may, at our absolute discretion, convert the currency of that Account at the prevailing exchange rate determined by us to another currency which is freely transferable at such time, as selected by us in our absolute discretion and every payment for such Account will be in the new currency.

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

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

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

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

第三部分 - 電子交易服務之特別規定

PART III - SPECIAL PROVISIONS FOR ELECTRONIC TRADING SERVICES

1. 定義與釋義

DEFINITIONS AND INTERPRETATION

1.1 除非上下文另行要求：

Unless the context otherwise requires:

(i) 本第三部分所提及之「條」一詞，係指本第三部分之「條」；
a reference to a "Clause" in this Part III means a Clause in this Part III;

(ii) 以下詞語和表述應具有下述含義：
the following words and expressions shall have the following meanings:

(a) 「電子地址」指於我們向閣下發送電子通訊之時閣下在我們登記的最新電子郵件地址或傳真號碼，無論是在自動通知服務下登記的還是與任何投資帳戶或投資服務相關登記的；

"eAddress" means the email address or facsimile number that you have last registered with us at the time we send an eCorrespondence to you, whether registered under the AutoAdvice Service or in connection with any Investment Accounts or Investment Services;

(b) 「電子通訊」指電子結單及/或電子通知；
"eCorrespondence" means an eStatement and/or an eAdvice;

(c) 「電信設備」（視乎情況而定）指用於訪問和/或接收任何電子交易服務的電話、傳真機、移動電話、手提電腦、台式電腦、掌上電腦、個人數碼輔助工具和任何其他電子媒介及/或設備。

"Telecommunications Equipment" shall include references to telephones, facsimile machines, mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and or equipment used to access and/or receive any Electronic Trading Services, as the case may be.

2. 一般規定

GENERAL

2.1 提供任何電子交易服務完全依我們的裁量而定，對於任何一項電子交易服務，只有在我們已書面通知閣下我們已接受閣下關於一項或多項電子交易服務之申請後，該項電子交易服務才提供給閣下使用。

The provision of any of the Electronic Trading Services shall be at our sole discretion, and any one of the Electronic Trading Services will only become available to you after we have notified you in writing of our acceptance of your application for one or more of the Electronic Trading Services.

2.2 在任何電子交易服務下允許的範圍內，在我們使用安全措施正式完成對閣下身份的識別和驗證後，閣下即可以訪問相關電子交易服務並向我們發出指示。

Where permitted under any of the Electronic Trading Services, you may access the relevant Electronic Trading Service and give Instructions to us upon you being duly identified and authenticated by us using the Security Mechanisms.

2.3 閣下應自負費用維持相應的電信設備、電腦設備、軟件和網絡連接，以便訪問任何電子交易服務。我們不負責提供使用任何電子交易服務所需的任何電信設備、材料或裝置，也不負責確保任何該等電信設備、材料或裝置的正確安裝或正常運行。我們不對閣下就下載或使用軟件承擔任何責任。

You shall maintain (at your own cost) suitable Telecommunications Equipment, computer equipment, software and a connection to the internet in order to access any Electronic Trading Services. We are not responsible for providing any Telecommunications Equipment, material or equipment required for the use of any Electronic Trading Services, nor shall we be responsible for ensuring the proper installation or functionality of any such Telecommunications Equipment, material or equipment. We assume no responsibility to you in connection with the downloading or use of software by you.

2.4 我們可以透過電子交易服務提供我們不時確定的投資服務，包括經通知閣下後或經我們另行同意後隨時引入任何新的或先進的電子交易服務。我們可以針對該等電子交易服務規定額外的條款或條件。

We may offer such Investment Services through the Electronic Trading Services as we may from time to time determine, including the

introduction of any new or enhanced Electronic Trading Services from time to time as notified to you or as otherwise agreed by us. We may prescribe additional conditions or terms in connection with such Electronic Trading Services.

- 2.5 我們任何時候依我們裁量可以不經事先通知就廢除、限制、禁用、暫停或終止提供給閣下的任何電子交易服務或拒絕按照收到的指示行事（包括在閣下未遵守我們安全要求、相關電子交易服務可能存在安全漏洞或由於維護而所需的情況下）。
- We may at any time, at our discretion and without prior notice, revoke, restrict, block, suspend or terminate any Electronic Trading Services provided to you or refuse to act on any Instruction given to us (including if you do not meet our security requirements, there is a suspected breach of the security of the relevant Electronic Trading Service or due to maintenance).
- 2.6 如果我們允許閣下在我們開設在線投資帳戶，則閣下同意，除了在線填寫並向我們交還投資帳戶委託書外，閣下還應向我們交還投資帳戶開戶手冊和所需之其他文件以及閣下就投資帳戶授予我們之任何授權的紙質文本（均已填妥並已由閣下簽字）。
- If we allow you to open an Investment Account on-line with us, in addition to completing and returning the Investment Account Mandate to us through the internet, you agree to return to us the hard copy of the Investment Account Opening Booklet and other documents required and any authority given by you to us in respect of the Investment Account, which are duly completed and executed by you.
- 2.7 閣下承認互聯網、電郵和其他電子資訊服務可能並非可靠通訊手段，且透過電子交易服務傳輸或接收指示、資訊或通訊均可能延遲或失敗。我們不就任何指示未及時收到或未收到或者任何電子通訊未及時交付或未交付指示而承擔任何責任。閣下認知並接受與透過相關電子交易服務發出指示或指令及接收電子通訊相關的一切風險。
- You acknowledge that the internet, email and other electronic information services may be an unreliable means of communication and that there may be a delay or failure in transmission or receipt of Instructions, information or communications through the Electronic Trading Services. We shall not be liable as a result of any Instructions not being received promptly or at all or any eCorrespondence not being delivered promptly or at all. You acknowledge and accept all the risks associated with giving Instructions or directions and receiving eCorrespondence through the relevant Electronic Trading Services.**
- 2.8 我們並不保證電子交易服務可從香港之外之任何法域登錄或使用，且我們建議閣下應考慮自身具體情況尋求任何必要意見。我們不就因電子交易服務在香港之外之任何司法管轄區被登錄或無法登錄或使用而發生之任何利潤、收入、結餘、資料、商譽或業務損失或者任何間接、衍生性、特殊、懲罰性或附帶性損失或損害（無論是基於合約、侵權（包括疏忽）、違反法定責任還是其他原因的申索）負責或承擔任何責任。
- We do not warrant that the Electronic Trading Services may be accessed or used from any jurisdiction other than Hong Kong and you are advised to seek any necessary advice in considering your own individual circumstances. We are not responsible or liable for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive or incidental loss or damage, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise incurred in connection with the Electronic Trading Services being accessed or inaccessible from or used in any other jurisdiction other than Hong Kong.**
- 2.9 如果閣下已經為投資帳戶和投資服務申請了自動通知服務，則一般條款與條件中所載電子服務之特別規定第3條的條款應適用。
- If you have applied for AutoAdvice Services in respect of Investment Account and Investment Services, the terms set out in clause 3 of the Special Provisions for Electronic Services as contained in the General T&C shall apply.**

3. 電子交易服務之其他特定規定

OTHER SPECIFIC PROVISIONS ON ELECTRONIC TRADING SERVICE

- 3.1 閣下或閣下的任何獲授權人可以不時指示我們作為閣下的代理或另行代表閣下透過電子交易服務開展投資產品、應收款、資產或資金的存托、買賣或其他交易。
- You or any of your Authorized Persons may from time to time Instruct us, acting as your agent or otherwise, to deposit, purchase and/or sell or otherwise deal with Investment Products, receivables, assets or monies on your behalf through the Electronic Trading Service.
- 3.2 閣下理解並同意（且閣下應促使閣下的獲授權人承諾並同意）自行對我們指定的和/或閣下或閣下的獲授權人（視乎情況而定）選定的任何PIN、用戶名以及為所提供之電子交易服務指派的任何安全措施的保密、安全和使用負責。閣下和閣下的獲授權人：
- You undertake and agree, and shall procure that your Authorized Persons undertake and agree to be wholly and solely responsible for the confidentiality, security and use of any PIN, User ID designated by us and/or selected by you or your Authorized Person (as the case may be), and any Security Mechanism assigned for the purposes of the Electronic Trading Service provided. You and your Authorized Person shall:

- (i) 不得向除閣下（作為相關的客戶）及閣下的獲授權人之外的任何其他人士披露也不得允許其使用任何安全措施；及
not disclose to, or allow any of the Security Mechanisms to be used by, any person other than you (as the relevant Customer) or an Authorized Person; and
- (ii) 在寫下或另行記錄閣下的 PIN 或用戶名時，確保非經閣下授權之任何人無法輕易識破並使用該 PIN 或用戶名。
not write down or otherwise record your PIN or User ID in a manner that can be easily understood and used by someone else not authorized by you.

3.3 閣下確認並同意，閣下應自行對透過電子交易服務輸入的所有指示負責。閣下進一步認知，電子交易服務、我們網站及其中包含之軟件均歸我們專有。閣下承諾並保證，閣下不會（也不會試圖）以任何方式對電子交易服務、我們網站及其中包含的任何軟件的任何部分實施篡改、修改、解譯、反向工程、損壞、損毀或另行更改，也不會試圖對電子交易服務、我們網站及其中包含的任何軟件的任何部分實施未經授權的和/或非法的訪問。閣下同意，如果任何時候閣下違反上述承諾和保證，我們有權不經通知就立即關閉任何或所有投資帳戶，並且閣下認知，我們可以針對閣下採取法律行動。閣下承諾，如果閣下得知任何其他人有本條上文所述的任何行為，閣下將立即通知我們。如果我們得知或懷疑，一個或多個投資帳戶的運作或電子交易服務的整體運作方面存在安全漏洞，我們專依我們裁量可以拒絕或延遲按照閣下的指示行事，而無需對閣下承擔任何責任。

You acknowledge and agree that you will be wholly and solely responsible for all Instructions entered through the Electronic Trading Service. You further acknowledge that the Electronic Trading Service, our website and the software comprised in them are proprietary to us. You undertake and warrant that you will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized and/or illegal access to any part of the Electronic Trading Service, our website and any of the software comprised therein. **You agree that we shall be entitled to close any or all of the Investment Accounts immediately without notice to you, and you acknowledge that we may take legal action against you, if you are at any time in breach of this undertaking and warranty.** You undertake to notify us immediately if you become aware that any of the actions described above in this provision is being perpetrated by any other person. **We may in our absolute discretion without liability, refuse to act on or delay acting on your Instructions if we know or suspect a breach of security in respect of or in connection with the operation of one or more of the Investment Accounts or the Electronic Trading Service in general.**

3.4 除非閣下與我們間另有約定，否則，在相關帳戶中存在足夠用於結算交易的已清算資金、投資產品或我們認可的其他資產且我們收到我們要求的文件之前，我們不會執行閣下的任何指令。

Unless otherwise agreed between you and us, we will not execute any of your order until there are sufficient cleared funds, Investment Products or other assets acceptable to us in the relevant Account to settle transaction and upon receipt of the documents as we so require.

3.5 在閣下已收到我們以電子方式或紙質方式發出的、確認我們已收到閣下指示或確認我們已執行閣下指令的消息之前，我們不會被視為已收到閣下的指示或已執行閣下的指令。

We will not be deemed to have received your Instructions or have executed your orders unless and until you are in receipt of our message acknowledging receipt or confirming execution of your orders, either by electronic means or hard copy.

3.6 任何交易並非一定會在閣下發出指示的同時執行。某些事項可能要花費時間處理，並且某些指示只能在正常營業時間內處理，即使電子交易服務是在線提供的並可以在正常營業時間之外訪問。

A transaction may not always be executed at the same time when your Instructions are given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though Electronic Trading Service is online and may be accessible outside such hours.

3.7 閣下認知並同意，作為使用電子交易服務發出指示的一項條件，若發生以下情形，閣下將立即通知我們：

You acknowledge and agree that, as a condition of using the Electronic Trading Service to give Instructions, you will immediately notify us if:

- (i) 指示已透過電子交易服務下達，但閣下未收到指示編號或未收到關於指示或其執行的準確的確認單（無論是紙質、電子還是口頭形式）；
an Instruction has been placed through the Electronic Trading Service and you have not received an Instruction number or have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);

- (ii) 閣下收到的確認單（無論是紙質、電子還是口頭形式）中所示的指示不是閣下發出的指示，或閣下收到的確認單有錯誤或異常；
you have received acknowledgement (whether by hard copy, electronic or verbal means) of an Instruction which you did not issue or has error or irregularity;
- (iii) 閣下得知任何人正在進行或試圖進行上文第 4.4 條中所述的任何行為；
you become aware of any of the acts mentioned in the preceding Clause 4.4 being done or attempted by any person;
- (iv) 閣下得知存在對屬閣下之 PIN 或任何安全措施的未經授權和/或非法使用；或
you become aware of any unauthorized and/or illegal use of the PIN or any Security Mechanisms belonging to you; or
- (v) 閣下在使用電子交易服務過程中遭遇任何困難。
you experience any difficulties in the course of using the Electronic Trading Service.

3.8 閣下應在輸入每一項指示前仔細審核相關指示，因為閣下的指示一旦發出就無法再逆轉、修訂或取消。

You shall review every Instruction before entering it as it may not be possible to reverse, amend or cancel your Instruction once given.

3.9 閣下同意，對於閣下或任何其他人士因使用或試圖使用電子交易服務而蒙受的任何損失或損害，我們概不負責，除非該等損失或損害是由於我們的故意違約或嚴重疏忽導致的。閣下進一步承諾，對於我們因閣下使用電子交易服務蒙受的任何損失或損害，閣下經要求應向我們作出彌償，除非該等損失或損害不在閣下的控制範圍內。

You agree that we shall not be liable for any loss or damage you or any other person may suffer as a result of using or attempting to use the Electronic Trading Service unless such loss or damage are caused by willful default or gross negligence on our part. You further undertake to indemnify us on demand for any loss or damage we may suffer as a result of the use of the Electronic Trading Service save and except that such loss or damage is beyond your control.

3.10 以不影響上文一般投資規定第12.2和12.3條的一般性規定為前提，在我們認為必要或恰當時（例如，在涉嫌存在安全漏洞的情況下為保護閣下的利益，或我們因維護或其他原因需要暫停電子交易服務），我們不經通知就可以暫停透過電子交易服務提供給閣下的任何服務。

Without prejudice to the generality of Clauses 12.2 and 12.3 of the General Investment Provisions above, we may suspend any service provided to you via the Electronic Trading Service without notice where we consider it necessary or advisable to do so, for example to protect your interest when there is a suspected breach of security or we need to suspend the Electronic Trading Service for maintenance or other reasons.

3.11 閣下認知並同意，如果閣下在電子交易服務過程中使用的任何通訊模式臨時停用或暫停，閣下可以在此期間繼續運作投資帳戶，但我們有權獲取與核實閣下的身份相關的、我們不時認為恰當的任何資訊。

You acknowledge and agree that if the mode of communication used by you in the course of the Electronic Trading Service becomes temporarily unavailable or suspended, you can during such period continue to operate the Investment Account subject to our right to obtain such information regarding the verification of your identity as we may from time to time think fit.

3.12 閣下認知，電子交易設施是以電腦組成系統來進行指令傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或發生故障，而閣下追討損失的能力或會受制於系統供應商、市場、結算所及 / 或交易所參與者就其所承擔之責任施加的限制。此類責任限制會有不同，閣下應查詢這方面的詳情。

You acknowledge that electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. **Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary and you should ask for details in this respect.**

3.13 閣下認知，透過電子交易服務進行買賣，便須承擔與該系統有關的風險，包括有關系統硬件或軟件可能會發生故障的風險。系統故障可能會導致閣下的交易指示不能根據指示執行，甚或完全不獲執行。

You acknowledge that trading using the Electronic Trading Service may expose your trades to risks associated with the system including the failure of hardware and software. The result of any system failure may be that its order is either not executed according to its Instructions or is not executed at all.

3.14 閣下認知，我們、交易所和我們的關係企業可以對透過電子交易服務提供給閣下的市場資料主張專有權益和權利；並且閣下同意不作出可能構成對該等權利或權益之侵權或侵佔的任何行為。閣下亦了解，我們不保證市場資料或任何市場資訊（包括透過電子

交易服務提供給閣下的任何資訊)的及時性、時序性、準確性或完整性。我們不在任何方面對因以下情形產生的任何損失承擔責任：

You acknowledge that we, an Exchange and our Affiliate may assert proprietary interests and rights over market data furnished to you through the Electronic Trading Service and agree not to do any act which would constitute any infringement or encroachment of such rights or interests. You also understand that we do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to you through the Electronic Trading Service). **We shall not be liable in any way for any loss arising from or caused by:**

- (i) 任何該等資料、資訊或消息的不準確、錯誤或遺漏；
any inaccuracy, error in or omission from any such data, information or message;
- (ii) 任何該等資料、資訊或消息延遲傳輸或交付；
any delay in the transmission or delivery thereof;
- (iii) 任何通訊中斷或堵塞；
any suspension or congestion in communication;
- (iv) 任何該等資料、資訊或消息的不可用或中斷，不論是否是我們的任何行為或不作為導致的；或
any unavailability or interruption of any such data, message or information whether due to any of our acts or omissions; or
- (v) 不在我們控制範圍內的任何情形。
by any forces beyond our control.

4. 指示

INSTRUCTIONS

- 4.1 閣下請求並授權我們在透過安全措施正式完成對閣下身份的驗證後信賴閣下或閣下的獲授權人透過一項或多項電子交易服務不時發出或聲稱發出的任何指示，並依照該指示行事。我們有權將所有該等指示視為有效的、經閣下正式授權的指示，且我們無進一步義務核實閣下的身份或授權或任何指示的真實性。

You request and authorize us to rely upon and act in accordance with any Instruction which may from time to time be, or purport to be, given by you or your Authorized Person through the use of one or more of the Electronic Trading Services, upon you being duly identified and authenticated by us through the Security Mechanisms. We are entitled to treat all such Instructions as valid and duly authorized by you and we shall be under no further duty to verify your identity or authorization or the authenticity of any Instruction.

- 4.2 以不影響相關協議任何其他規定或我們拒絕按照任何指示行事的一般權利為前提，在以下情形下，我們專依我們裁量可以拒絕按照任何指示行事或延遲行事，且不為此承擔任何責任：

Without prejudice to any other provision of the Agreement or our general right to decline to act on any Instruction, we may, in our absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:

- (i) 發出或聲稱發出相關指示的人未能提供我們要求的任何額外資訊，包括出示相關的安全措施；
the person giving or purporting to give the Instruction fails to provide such additional information as we may require, including the production of the relevant Security Mechanism;
- (ii) 該指示（若處理）會導致我們或閣下設置的限額（例如在使用相關電子交易服務時適用的每日轉帳或交易限額）被超出；或
such Instruction, if processed, would result in a limit imposed by us or you being exceeded (such as a daily transfer or transaction limit applicable to the use of the relevant Electronic Trading Service); or
- (iii) 我們被告知投資帳戶或電子交易服務存在安全漏洞，或我們實際懷疑投資帳戶或電子交易服務存在安全漏洞。
we have been informed of or actually suspect a breach in the security of the Investment Account or the Electronic Trading Services.

- 4.3 不得透過電子交易服務內所含之安全簡訊功能向我們作出任何指示，並且，若有任何指示被稱透過該等方式作出，我們得專依我們裁量對該等指示不予理會，且不為此承擔任何責任。

No Instructions may be given to us through the secure messaging function incorporated in any of the Electronic Trading Services. If any Instruction is purported to be given by such means, we may disregard such Instruction at our absolute discretion without any liability.

- 4.4 閣下同意，透過任何電子交易服務發出的所有電子格式指示均視為書面正本文件。閣下不得以任何指示是以電子格式作出或並非書面或正本文件為由對該等指示之有效性或可執行性提出爭議或異議，且閣下放棄閣下在法律上可能享有之任何該等權利。閣下認知並同意與指示相關之所有該等紀錄均可用作證據採納，且閣下不會僅以該等紀錄被納入和/或存在於電子格式之中或者是由電腦系統生成或輸出為由就該等紀錄內容之可採納性、可靠性、準確性或真實性提出異議或爭議，閣下於茲放棄閣下提出該等異議或爭議之權利（如有）。

You agree that all Instructions in electronic form given through any of the Electronic Trading Services shall be treated as written and original documents. You shall not dispute or challenge the validity or enforceability of any such Instruction on the grounds that it is made in electronic form or is not a written or original document and you waive any such right you may have at law. You acknowledge and agree that all such records in relation to such Instructions are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records solely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and you hereby waive your rights (if any) to such challenge or dispute.

5. 安全 SECURITY

- 5.1 閣下應（且應促使閣下的獲授權人）確保閣下安全措施的安全性、保密性和完整性始終得到保障。閣下應對任何安全措施的任何意外、故意或非故意使用或披露承擔責任。閣下應行使應有的謹慎和專注，防止安全措施被盜和/或遭到欺詐性或未經授權的使用或濫用。

You shall, and shall procure your Authorized Person to, keep your Security Mechanisms secure and maintain their confidentiality and integrity at all times. You shall be responsible and liable for any accidental, intentional or unintentional use or disclosure of any Security Mechanism. You shall exercise all due care and attention to prevent the loss of and/or fraudulent or unauthorized use or abuse of the Security Mechanisms.

- 5.2 閣下應採取一切合理的安全預防措施，包括：

You shall take all reasonable security precautions, including to:

- (i) 不向除閣下或獲授權人之外的任何其他人披露其安全措施，也不允許該等其他人使用閣下任何安全措施；
not disclose to, or allow any of your Security Mechanisms to be used by, any person other than you or an Authorized Person;
- (ii) 在收到我們提供的 PIN 之後，立即按照我們不時作出的指示更改該 PIN；
immediately upon receipt of the PIN provided by us, change that PIN in accordance with our instruction from time to time;
- (iii) 記住 PIN 並立即銷毀我們發出的關於 PIN 的任何通知；
memorize the PIN and destroy any notice from us concerning the PIN promptly;
- (iv) 切勿寫下或記錄閣下的 PIN 以防讓未經閣下授權的其他人輕易識破並使用 PIN；
never write down or record your PIN so that it can be understood and used by someone else not authorized by you;
- (v) 定期更改 PIN（並且我們可以不時要求閣下更改 PIN）；
change the PIN on a regular basis (and we may require such changes from time to time);
- (vi) 避免將可輕易獲取的閣下的個人資料或個人資訊用作 PIN，例如閣下的電話號碼、生日、身份證號碼或閣下名稱/姓名的可辨識部分；
avoid using readily accessible Personal Data or information relating to you, such as your personal telephone number, birthday, identification document number or a recognizable part of your name, as the PIN;
- (vii) 避免使用與 PIN 相同或相似的隱秘安全代碼來訪問其他服務；
avoid using a secret identification code which is the same as or similar to the PIN for accessing other services;
- (viii) 採取恰當措施防止其安全措施遭到未經授權的訪問（例如，透過確保閣下的安全令牌被保管在安全的地方、閣下的 PIN 不被任何人看到也不被閉路電視監控系統拍到、不讓任何人識別出閣下或獲授權人在登錄任何安全措施時點擊了哪些鍵）；
take appropriate steps to prevent unauthorized access to your Security Mechanisms (for example, by ensuring that your

Security Token is put in safe custody and your PIN is not seen by anyone or monitored by closed circuit TV and not allowing anyone to identify the keys you or an Authorized Person presses while logging on with any Security Mechanism);

- (ix) 永遠不要在自動保留 PIN 的任何軟件上記錄閣下的 PIN (例如, 任何網絡瀏覽器或其他軟件上的任何提示、「保存密碼」功能或類似功能);
never record your PIN on any software which retains it automatically (for example, any prompts, "save password" features or similar on any internet browser or other software);
- (x) 如果閣下的任何電腦或電信設備離開閣下或任何獲授權人 (哪怕是暫時離開), 確保數碼證書已從該等電腦或電信設備上刪除;
ensure that Digital Certificates are removed from any of your computers or Telecommunications Equipment which leave your possession or the possession of any Authorized Person at any time, even temporarily;
- (xi) 不要向未能證實其身份的任何人或向任何可疑網站披露閣下的個人資料 (例如閣下的身份證或護照上的資訊、地址或銀行帳戶);
not disclose your personal information (such as information on your identity card or passport, addresses or bank accounts) to any persons failing to establish their identities or any suspicious websites;
- (xii) 負責確保閣下電信設備的安全, 採取一切合理的預防措施防止任何未獲授權人員訪問任何保密資訊 (包括發送至該等電信設備的電子通訊);
be responsible for the security of your Telecommunications Equipment and take all reasonable precautions to prevent any unauthorized person from accessing any confidential information including the eCorrespondence sent thereto;
- (xiii) 請勿試圖透過公共或共享電腦或電郵中所含超連結登錄電子交易服務, 除非閣下已核實登錄電子交易服務之網站的真實性;
not attempt to access the Electronic Trading Services through public or shared computers or through hyperlinks embedded in emails unless you have verified the authenticity or genuineness of the website through which the Electronic Trading Services is accessed;
- (xiv) 確保閣下的電信設備、電腦和/或設備已做安全配置, 並已針對電腦病毒及惡意程序作出充分保護, 舉例而言, 安裝個人防火牆及定期更新殺毒軟件和任何程序安全補丁; 及
ensure that your Telecommunications Equipment, computers and/or devices are securely configured and that they are adequately protected from computer viruses and malicious programs, for example, by installing a personal firewall and regularly updating their anti-virus software and any program security patches; and
- (xv) 不得使用或連接至任何第三方中介機構帳戶合併或類似服務, 致使任何安全措施披露給除我們外之任何其他人。
not use or connect to any third party intermediary account aggregation or similar services through which any Security Mechanisms are disclosed to anyone other than us.

5.3 一旦閣下 (不論自己還是透過獲授權人) 已登錄到電子交易服務或我們網站, 閣下必須先退出電子交易服務或我們網站, 否則不得於任何時候離開其用於登錄電子交易服務或我們網站的電信設備、電腦或其他終端設備, 也不得允許任何其他人使用該電信設備、電腦或其他終端設備。閣下應負責確保每一獲授權人在每一使用節數結束時退出電子交易服務或我們網站。Once you, whether yourself or by an Authorized Person, have logged on to the Electronic Trading Service or our website, you must not at any time leave the Telecommunications Equipment, computer or other terminal from which you have accessed the Electronic Trading Service or our website or allow anyone else use the Telecommunications Equipment, computer or other terminal, without first logging off the Electronic Trading Service or our website. You will be responsible for ensuring that each Authorized Person has logged off the Electronic Trading Service or our website at the end of each session.

5.4 若閣下得知或懷疑發生以下任何情形, 閣下應盡快通知我們:

You shall notify us as soon as possible when you become aware or suspect any of the following:

- (i) 閣下任何安全措施已經被盜或遭破壞, 或披露給任何未獲授權人 (包括不再參與閣下業務且相關授權已被閣下撤銷的任何前獲授權人) 或被其以其他方式獲取;
that any of your Security Mechanisms has been lost or compromised or disclosed to or otherwise obtained by any unauthorized

person (including any former Authorized Person which ceases to be involved with your business and whose authority has been revoked by you);

- (ii) 有人使用閣下任何安全措施或另行在閣下任何投資帳戶上發出任何未經授權指示或實施或執行任何未經授權交易；
that any unauthorized Instruction has been given or unauthorized transaction effected or conducted with any of your Security Mechanisms or otherwise on any Investment Account;
- (iii) 若任何電子郵件或傳真、電子通訊或網站超連結看起來有異常；或
if any email or facsimile, eCorrespondence or website hyperlink appears to be irregular; or
- (iv) 可能對我們提供電子交易服務或閣下使用電子交易服務造成影響的一切事項，包括：閣下知道或懷疑有人未經授權訪問閣下的電子地址或電子通訊或閣下用來接收電子通訊的任何電信設備，或閣下的電子地址或其他聯絡方式已經或將會發生變化，或閣下的電信設備或網絡服務已經或將會暫停、到期、中斷或終止，

all matters which may have an impact on or otherwise affect our provision or your use of the Electronic Trading Services including if you know or suspect that someone has unauthorized access to your eAddress or the eCorrespondence or any Telecommunications Equipment to which you receive the eCorrespondence or if your eAddress or other contact details are or will be changed or your Telecommunications Equipment or internet service has or will be suspended, expired, disconnected or terminated,

(均稱為「安全漏洞通知」)。安全漏洞通知應由閣下本人在我們任何分行向我們報告，或由閣下透過撥打我們不時規定的電話號碼報告給我們。閣下同意受透過閣下受損安全措施作出之所有指示及因任何該等指示而發生之交易（包括我們無法阻止實施或處理之任何指示或交易）之約束並為該等指示和交易承擔責任，直至我們實際收到閣下之安全漏洞通知並停止或撤銷對該等受損安全措施之使用。閣下同意閣下有責任核實因安全漏洞通知而未得處理之任何指示或交易是否實際曾獲有效、正式授權，並在必要時提交新指示。若閣下未令人滿意地得到安全措施驗證或安全措施被連續多次不正確使用，則我們可限制或阻止對任何電子交易服務之登錄和使用。經閣下向我們提出書面申請後方可恢復登錄。我們亦可隨時（包括在收到安全漏洞通知（定義見上文）後）停止或撤銷對任何安全措施之使用，而無須為此給出任何理由或提前向閣下發送通知。

(each, a "Security Breach Notification"). A Security Breach Notification shall be made by reporting to us in person at any branch of us or by telephone at such telephone number as we may from time to time specify. **You agree to be bound by and be liable for all Instructions and any transactions resulting from any Instructions (including any Instructions or transactions which we were unable to stop from executing or processing) made using your compromised Security Mechanisms until such time as we have actually received the Security Breach Notification from you and have deactivated or revoked the use of such compromised Security Mechanisms. You agree that it is your own responsibility to verify whether any Instructions or transactions which have not been processed as a result of a Security Breach Notification are in fact validly duly authorized, and to submit new Instructions where necessary. We may restrict or block access to and the use of any of the Electronic Trading Services if you have not been authenticated satisfactorily by the Security Mechanisms on consecutive occasions. Such access may only be reinstated by a written request from you to us. We may also deactivate or revoke the use of any Security Mechanisms at any time (including following receipt of a Security Breach Notification (as defined above)) without providing any reason and without prior notice to you.**

- 5.5 閣下將承擔因下列原因所致之所有損失、責任、費用和開支：閣下疏忽，或者閣下未在閣下發現或相信閣下安全措施被破壞、遺失或被盜或閣下的投資帳戶內已發生未經授權交易後合理可行之情形下盡快通知我們（不論其是否是因閣下未遵守相關協議所載的或我們不時另行規定的安全預防措施和保障所致）。

You will be liable for all losses, liabilities, costs and expenses arising as a result of your negligence or if you fail to inform us as soon as reasonably practicable after you find or believe that your Security Mechanisms have been compromised, lost or stolen, or that unauthorized transactions have been conducted over your Investment Accounts (whether or not arising as a result of you failing to follow the security precautions and safeguards set out in the Agreement or otherwise specified by us from time to time).

- 5.6 簽發給閣下的任何安全措施應一直有效，直至被閣下修改或被我們廢除、取消或停用。

Any Security Mechanism issued to you shall remain effective until changed by you or revoked, cancelled or suspended by us.

- 5.7 閣下應對閣下或其任何獲授權人的電信設備或電腦中持有或保存的或閣下另行持有的任何安全措施的安全性負責，閣下及每一獲授權人必須確保任何未經授權第三方均無法訪問或篡改任何安全措施。閣下及每一獲授權人均不得為除向我們識別閣下身份之外的其他目的使用任何安全措施，且不得向除我們之外任何其他方傳輸或另行發送任何安全措施。

You are responsible for the security of any Security Mechanisms held or retained in your or any Authorized Person's Telecommunications Equipment, computers or otherwise held by any of them. You and each Authorized Person must ensure that no

Security Mechanisms can be accessed or tampered with by any unauthorized third party. You and each Authorized Person must not use any Security Mechanisms for any purpose other than identifying you to us and must not transmit or otherwise send any Security Mechanism to any party other than to us.

- 5.8 閣下同意，閣下應自行負責與任何電子交易服務相關使用的任何瀏覽器或其他軟件或電腦或電信設備的安全、正常運行和保護（包括閣下及時採用所有安全補丁和其他安全步驟）。

You agree you will be solely responsible and liable for the security, performance and protection of any browser or other software or computer or Telecommunications Equipment used in connection with any of the Electronic Trading Services, including the prompt adoption by you of all security patches and other security measures.

- 5.9 我們可審查和維持最新且最合適之安全預防措施，以在可行範圍內盡可能保護閣下不會遭遇欺詐性交易。閣下或會隨時被要求升級向其所簽發之安全措施，以遵守任何安全保護措施和/或監管要求。我們強烈建議閣下應遵守透過電子交易服務提供予閣下之安全預防措施與意見。我們建議閣下定期查詢有關任何該等安全預防措施和意見之更新。

We may review and maintain up-to-date and best-fit security precaution measures to protect you from fraudulent transactions so far as may be practicable. You may from time to time be required to upgrade any Security Mechanism issued to you in order to comply with any security protection and/or regulatory requirements. **We strongly recommend that you adhere to the security precautions and advice made available to you through the Electronic Trading Services. You are recommended to check regularly for updates to any such security precautions and advice.**

6. 轉帳

FUND TRANSFER

- 6.1 對於透過任何電子交易服務發出的、涉及資金轉帳的指示（例如在閣下任何帳戶間轉移或轉移至任何第三方在我們或其他銀行持有的一個經批准的指定帳戶），只有在不過過我們不時設定的限額且滿足我們不時規定的條件時，才會被我們受理。

Instructions given through any of the Electronic Trading Services involving the transfer of funds (such as between any of your Accounts or to a designated and approved account of any third party with us or with other banks) will only be accepted and processed by us subject to such limits and conditions as we may specify from time to time.

- 6.2 只有當相關帳戶中有充足的可用資金或貸項時，才允許透過任何電子交易服務進行轉帳，除非我們另行同意。

No transfer of funds using any of the Electronic Trading Services is permitted unless there are sufficient funds or credit available in the relevant Account, unless we otherwise agree.

7. 資訊和第三方連結的準確性

ACCURACY OF INFORMATION AND THIRD PARTY LINKS

- 7.1 我們將盡力確保，透過電子交易服務提供給閣下的任何資訊是我們電腦系統中包含之資訊的準確記錄或（若此等資訊是由第三方提供的）準確反映我們從第三方收取的資訊。由於服務的性質以及可能超出我們控制範圍的情形，我們不作以下保證或陳述：透過電子交易服務提供的任何資訊是準確的、完整的、最新的、無誤的。所有這些資訊均僅提供給閣下參考。閣下認知，閣下依賴或使用這些資訊所涉及的風險由閣下自行承擔。

We will endeavor to ensure that any information provided to you through the Electronic Trading Services is an accurate record of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the service and circumstances which may be beyond our control, we give no warranty or representation that any information provided through the Electronic Trading Services is accurate, complete, up-to-date or error free. All such information is provided for your reference only. You acknowledge that any reliance or use of such information by you will be at your own risk.

- 7.2 市場價格波動迅速，而任何電子交易服務所提供之任何資訊（包括費率或定價資訊）僅供參考。除非任何已確認費率或價格是在規定期限內由閣下作出和接受，否則我們不就閣下因透過電子交易服務作出之任何指示按實施之時的有效費率或價格實施而遭受或招致之任何損失（包括機會損失）或責任承擔任何責任。此外，我們不能保證透過電子交易服務提供之任何該等資訊反映了資訊提供之時的實際商業情況（包括對根據所提供之資訊實施任何指示或交易所需之任何時間予以說明）或者任何該等資訊是真實、準確和完整且在任何方面均不具有誤導性。

Market prices may fluctuate rapidly and any information provided by any of the Electronic Trading Services, including rates or pricing information, is provided for reference only. **Unless any confirmed rate or price is offered and accepted by you within the specified time limit, we shall not be liable for any loss (including loss of opportunity) or liability suffered by you or arising out of any Instructions given**

through any of the Electronic Trading Services being executed at the prevailing rate or price at the time of execution. Furthermore, we cannot guarantee that any such information available or provided through the Electronic Trading Services reflects the commercial reality at the time the information is provided (including to account for any time as may be necessary for the execution of any Instruction or transactions pursuant to the information provided) or that any such information is true, accurate and complete and not misleading in any way.

- 7.3 除非我們另有書面規定，否則透過任何電子交易服務提供予閣下之資訊並不構成我們之有約束力要約，且任何該等資訊亦不得解釋為作出關於任何台新集團成員（我們除外）在香港開展業務之任何陳述。透過任何電子交易服務作出之任何擬議指示或交易應始終由我們專依我們裁量予以接受。

Except as otherwise specified in writing by us, the information provided to you through any of the Electronic Trading Services does not constitute a binding offer by us, nor should any such information be construed to be any representation that any Taishin Group Member (other than us) conducts business in Hong Kong. Any proposed Instruction or transaction through any of the Electronic Trading Services shall at all times be subject to acceptance by us in our sole discretion.

- 7.4 電子交易服務或會僅為方便閣下之目的而包含第三方網站之提述或超連結。任何台新集團成員均不就任何第三方網站的提供、內容和/或進一步提述或超連結承擔任何責任。電子交易服務上包含任何該等提述或超連結不構成對任何第三方或其網站上之任何服務/產品或內容的認可、推薦、批准、保證或引介。任何台新集團成員在任何情形下均不得視為是閣下與該等第三方外部網站之提供者或/或關係企業間達成之任何形式的任何合同安排的一方當事人，除非我們另行明確同意。

The Electronic Trading Services may contain references or hyperlinks to third party websites solely for your convenience. No Taishin Group Member shall be liable for the availability, content and/or further references or hyperlinks on any third party websites. The inclusion on the Electronic Trading Services of any such references or hyperlinks does not constitute an endorsement, recommendation, approval, guarantee or introduction of any third parties or of any service/products on their websites, nor of the content of such websites. No Taishin Group Member shall in any circumstances be deemed to be a party to any contractual arrangements, in any form, entered into between you and the providers and/or affiliates of such third party external websites, unless we have expressly agreed otherwise.

8. 數碼證書

DIGITAL CERTIFICATE

- 8.1 我們授予閣下一項非排他性、不可轉讓、不可分許可的許可，根據該許可，閣下可以在閣下或閣下獲授權人的網絡瀏覽器上使用數碼證書。對數碼證書的所有權和權利歸我們所有，除透過該許可授予閣下的特定權利外，閣下及閣下任何獲授權人均不會取得數碼證書中的任何權利，這些權利將始終歸我們所有。

We grant you a non-exclusive, non-transferable, non-sublicensable licence to use Digital Certificates on the internet browsers of you or of your Authorized Person. Title to and rights in the Digital Certificates belong to us and, except for the specific rights granted to you by this licence, neither you nor any of your Authorized Persons will acquire any rights whatsoever to the Digital Certificates, which will remain the property of us at all times.

- 8.2 閣下將採取一切合理努力，確保我們提供給閣下的任何數碼證書能正常運行從而可以在需要時使用相關的電子交易服務。若任何數碼證書未能正確運行，閣下或其獲授權人會立即通知我們。

You will make all reasonable efforts to ensure that any Digital Certificate that we provides to you will perform so as to permit access to the relevant Electronic Trading Service as and when required. You or your Authorized Person will notify us immediately if any Digital Certificate fails to function correctly.

- 8.3 在適用規範允許的最大範圍內，我們對關於品質令人滿意、可商售性或適用於任何數碼證書之目的的任何隱含條款遭違反不承擔任何責任。

To the maximum extent permitted by Applicable Regulations, we shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Digital Certificate.

- 8.4 在適用規範允許的最大範圍內，我們對因安裝和/或使用任何數碼證書導致閣下或閣下獲授權人的電腦系統、電信設備或其任何部分的性能受損或降低不承擔任何責任。

To the maximum extent permitted by Applicable Regulations, we shall not be liable for any damage to or reduction in the performance of your or your Authorized Person's computer systems, Telecommunications Equipment or any part thereof by the installation and/or use of any Digital Certificate.

- 8.5 在本投資條款與條件因任何原因終止後，本第8條中所述的數碼證書許可也隨即終止。在終止後七天內，閣下及獲授權人必須向我們歸還閣下和/或獲授權人持有的所有數碼證書，並在閣下和/或獲授權人的電腦上刪除該等數碼證書的所有記憶（如有）。閣下必須確保，其以及閣下獲授權人、僱員、代理或代表均不會在本投資條款與條件終止之時或之後作出會導致任何電子交易服務的安全性或任何其他客戶的系統或安全性受損的任何行為。

Upon termination of these Investment Terms and Conditions for any reason, the Digital Certificate licence referred to in this Clause 8 shall terminate. Within seven days of termination, you and the Authorized Person(s) must return to us all Digital Certificates held by you and/or the Authorized Person(s) and remove all memories (if any) of such Digital Certificates on your and/or the Authorized Person(s)'s computers. You must ensure that neither you nor any Authorized Person, employees, agents or representatives do anything on or after termination of these Investment Terms and Conditions which will result in the security of any of the Electronic Trading Services or the systems or security of any other Customers being compromised.

9. 責任排除

EXCLUSION OF LIABILITY

- 9.1 以不影響相關協議任何其他規定為前提，並且在適用規範允許且不與適用規範抵觸的最大範圍內，如果發生以下情形，導致閣下或任何其他人士蒙受或遭受任何性質的任何損失、損害、費用、支出或其他責任（不論如何產生、不論是否可合理預見、不論直接還是間接引起），我們（及每一台新集團成員）均無需對此承擔任何責任：

Without prejudice to any other provision of the Agreement and to the maximum extent permitted by and not inconsistent with any Applicable Regulations, we (and each Taishin Group Member) exclude all and any liability in respect of any loss, damage, cost, expense or other liability suffered or sustained by you or any other person of any nature and howsoever arising whether reasonably foreseeable or not and whether direct or indirect:

- (i) 因我們無法合理控制的任何原因（包括任何個人電信設備、電腦或電腦系統、終端、電信網絡、電力系統、互聯網服務提供商、軟件或用於訪問互聯網或互聯網服務的其他系統發生故障）導致閣下無法訪問任何電子交易服務或我們未能或延遲提供任何電子交易服務，或任何電子交易服務暫停提供；
if you are unable to access any of the Electronic Trading Services, or there is any failure or delay to our provision of any Electronic Trading Services, for reasons beyond our reasonable control, including any failure or malfunction of any individual Telecommunications Equipment, computer or computer system, terminal, telecommunication network, electrical system, internet service provider, software or other system providing access to the internet or internet services or any other temporary suspension of any of the Electronic Trading Services;
- (ii) 任何指示或任何指示中包含的資料被未經授權攔截、崩潰或丟失；
in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction;
- (iii) 影響任何電子交易服務、我們網站或電腦系統或閣下之電信設備、裝置、設備或軟件且不在我們合理控制範圍內的任何電腦病毒、惡意軟件和/或類似的惡意或破壞性因素；或
in respect of any computer virus, malware and/or similar malicious or destructive items affecting any of the Electronic Trading Services, our website or computer system or the Telecommunications Equipment, devices, equipment or software of you, which is beyond our reasonable control; or
- (iv) 對電子交易服務或我們網站或電腦系統進行的任何未經授權「黑客入侵」或其他電腦犯罪；
for any unauthorized "hacking" or other computer crime perpetrated upon the Electronic Trading Services or our website or computer systems,

但因我們的詐騙、嚴重疏忽或故意違約而直接造成並可合理預見的後果所引起的除外。

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

- 9.2 為電子交易服務提供支持的第三方（包括我們指定的電信公司）不是我們的代理人也不代表我們。該等第三方與我們之間不存在任何合作、合夥、合營或其他關係。我們對該等第三方（包括系統運營方）引起的任何損失概不負責。

The third parties supporting the Electronic Trading Services (including telecommunications companies designated by us) are neither our agents nor do they represent us. There is no co-operation, partnership, joint venture or other relationship between the third parties and us. **We are not responsible for any loss caused by such third parties (including system operators).**

- 9.3 閣下特此承諾，將核准並確認受僱人因向閣下提供電子交易服務或與之相關採取和辦理的一切行為和事項，並同意，對於我們或任何受僱人因向閣下提供電子交易服務而發生或蒙受的任何類型的任何損失、責任、收費、支出和罰金（完全因受僱人自己的嚴

重疏忽或故意違約行為而直接導致的除外，且僅以完全由此直接導致並可合理預見的直接損失和損害（如有）為限）向受償人作出彌償。

You hereby undertake to ratify and confirm all things and matters done by the Indemnified Persons pursuant to or in connection with the provision of the Electronic Trading Services to you and agree to indemnify the Indemnified Persons against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by us or any of them in connection with or as a result of the provision of the Electronic Trading Services to you unless directly and solely caused by or due to the gross negligence or willful default of the Indemnified Persons and then only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

10. 披露

DISCLOSURE

- 10.1 在不限制我們在相關協議下任何其他權利之同時，電子交易服務及與之相關之客戶資訊和資料均可保存在香港境內外維持之伺服器上，並且，對電子交易服務之連接和使用將需要借助不受我們控制之第三方所提供之資料傳輸和相關服務。就電子交易服務之使用而言，閣下授權向我們專依我們裁量認為是實現提供電子交易服務之目的所必需或可取之人披露、發布、傳輸、處理和保留或者由該人披露、發布、傳輸、處理和保留任何及一切資訊，無論該等資訊是否與閣下或帳戶相關。

Without limiting any of our other rights under the Agreement, the Electronic Trading Services and Customer Information and data in connection therewith may be stored in servers maintained in or outside of Hong Kong and connection to and use of the Electronic Trading Services will require data transmission and related services provided by third parties who may not be under our control. In connection with the use of any of the Electronic Trading Services, you authorize the disclosure, release, transmission, processing and retention of any and all information whether relating to you or the Accounts or otherwise, to or by such parties as we in our absolute discretion deems necessary or desirable for the purpose of providing the Electronic Trading Services.

- 10.2 閣下理解互聯網是公共網絡，並非徹底安全之通訊方式。儘管我們應採取一切合理可行之措施保護客戶資訊及資料，但我們不就該等資訊及資料以後被披露承擔任何責任。

You are aware that the internet is a public network and is not a completely secure means of communication. While we shall take all reasonably practicable steps to protect your information and data, we shall not be liable for any consequent disclosure of such information or data.

- 10.3 若在閣下未遵守相關協議或我們不時發布的其他安全指引或建議的情況下，發生本投資條款與條件下未授權的保密資訊披露，我們不對此承擔任何責任。

We shall not be liable for any disclosure of confidential information not herein authorized where you have not complied with the Agreement or such other security guidelines or recommendation that we may issue from time to time.

11. 投訴

COMPLAINTS

閣下應按一般投資規定第 20 條將有關電子交易服務之任何投訴報告予我們。

You may report any complaint to us in respect of the Electronic Trading Services in accordance with Clause 20 of the General Investment Provisions.

附件 1 風險披露聲明書及警告聲明書

SCHEDULE 1 RISK DISCLOSURE STATEMENTS AND WARNING STATEMENTS

除非本附件中另有定義，否則本附件中使用的特定詞彙（英文本中首字母大寫）應具有本投資條款與條件中賦予其的相同含義。閣下應閱讀並考慮到與特定交易或投資產品相關的文件中提供的所有其他風險披露聲明。

Unless otherwise defined herein, capitalized terms used in this Schedule shall have the same meaning given to them in the Investment Terms and Conditions. You shall read and take into consideration all other risk disclosure statements as provided in the documentation in respect of a particular Transaction or Investment Product.

A 部分：風險披露聲明書

PART A: RISK DISCLOSURE STATEMENTS

證券交易之風險

RISK OF SECURITIES TRADING

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

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

槓桿式外匯合約交易之風險

RISK OF TRADING IN LEVERAGED FOREIGN EXCHANGE CONTRACTS

槓桿式外匯合約交易的虧蝕風險可以極大。閣下所蒙受的虧蝕可能會超過最初存入的保證金數額。即使閣下設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。您可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，閣下的未平倉合約可能會被平倉。然而，閣下仍然要對閣下的帳戶內任何因此而出現的短欠數額負責。因此，閣下應根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合閣下。

The risk of loss in leveraged foreign exchange trading can be substantial. You may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

槓桿操作之風險

RISK OF LEVERAGING

就交易取得之槓桿操作及/或套利之程度，特別是以相對而言數額較低之保證金進行高度槓桿操作者，可能對閣下有利，亦可能對閣下不利。一個相對程度較小之市場變動，可能發生比例上較大之影響，且槓桿操作及/或套利可能取得鉅額獲利，亦可能造成鉅額損失。此等槓桿操作可透過借貸、保證金交易方式實現，亦可包含於某些工具（例如結構性票據）中。

The degree of leverage and/or arbitrage which is obtained in connection with the transactions, and in particular the high degree of leverage resulting from a relatively small margin requirement, can work against as well as for you. A relatively small market movement will have a proportionately larger impact and the use of leverage and/or arbitrage can lead to large losses as well as gains. Such leveraging may be by way of a loan, trading on a margin, or embedded within an instrument such as a structured note.

您所蒙受的虧蝕可能會超過最初存入的保證金數額及/或所提供擔保品之價值，且閣下可能損失其所投資本金之全部或絕大部分，而閣下仍應對閣下帳戶中任何赤字之全額負責。

You may sustain losses in excess of the value of the margin funds and/or Collateral provided and may lose all or a significant part of the principal invested, and you remain liable for the full amount of any deficit in your Account(s).

鑒於閣下的投資經驗、投資目標、財務資源、風險概況及其他相關情形，槓桿操作可能不適合閣下。

The use of leverage may not be suitable to you in light of your investment experience, objectives financial resources, risk profile and other relevant circumstances.

我們並無義務為了將閣下帳戶之損失限制於已付之保證金及/或所提供擔保品之價值範圍內，而沽清閣下於我們所持之部位。

We have no obligation to liquidate your positions with us to limit the losses under the Account(s) to the value of the margin deposit and/or Collateral provided.

我們因考量到匯率或市場發生不利變動而認為有必要或適當時，有權將閣下之未平倉持倉予以沽清。我們此等權利不以我們先行要求額外存款及/或擔保品為先決條件，且不論我們是否先行要求額外存款及/或擔保品，均不影響我們之此等權利。此外，雖然閣下部位之沽清通常發生於匯率或市場變動不利於閣下部位之時，但有可能於沽清後匯率或市場之變動變得有利於閣下，甚至極為有利，此等後續變動不影響閣下已發生之責任。

A demand by us for additional deposit and/or Collateral is not a precondition to and does not limit our right in any way to liquidate your open positions should we consider that unfavorable exchange rate(s) or market movements make it necessary or appropriate at any time. In addition, although liquidation normally occurs when the exchange rate(s) or market movements move against your position, it is possible that after the liquidation, the exchange rate(s) or market movements could move in favor of you, even significantly, and such subsequent movement would not affect your liabilities incurred.

買賣創業板股份之風險

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS (GEM)

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

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

閣下只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

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

現時有關創業板股份的資料只可以在聯交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登公告。

Current information on GEM stocks may only be found on the internet website operated by SEHK. GEM companies are usually not required to issue announcements in gazetted newspapers.

假如閣下對本投資風險披露聲明書的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

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

在香港以外地方收取或持有的客戶資產的風險

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

我們在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第571章)及根據該條例制訂的規則可能有所不同。

因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

Client assets received or held by us outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and the rules made thereunder.

Consequently, such assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

於香港境外交易之風險

RISK OF TRANSACTIONS OUTSIDE HONG KONG

於其他司法管轄區之市場(包括與本地市場有正式連繫之市場)進行交易，或會令閣下承擔額外風險。根據此類市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行買賣或交易前，閣下應先行查明適用或有關之司法管轄區的所有規則。香港監管機構將無法迫使交易執行地所屬其他司法管轄區的監管機構或市場之規則得到執行。閣下在自行作出投資決定或達成相關交易之前應詳細了解香港及其他有關司法管轄區可提供何種補救措施。

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulations which may offer different or diminished investor protection. Before you trade or enter into a transaction, you should enquire about any rules in the applicable or relevant jurisdictions. The Hong Kong Regulator will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the transactions have been effected. You should understand the details about

the types of redress available in both Hong Kong and other relevant jurisdictions before you make your investment decisions or enter into the relevant transaction.

提供將閣下證券擔保品等再質押的授權書之風險

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

向我們提供授權書，容許我們按照某份證券借貸協議書使用閣下的證券或證券擔保品、將閣下的證券擔保品再質押以取得財務通融，或將閣下的證券擔保品存放為用以履行及清償其交收責任及債務的擔保品，存在一定風險。

There is risk if you provide us with an authority that allows us to apply your Securities or Securities collateral pursuant to a Securities borrowing and lending agreement, repledge your Securities collateral for financial accommodation or deposit your Securities collateral as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

假如閣下的證券或證券擔保品是由我們在香港收取或持有的，則上述安排僅限於閣下已就此給予書面同意的情况下方行有效。此外，除非閣下是「專業投資者」（定義見《證券及期貨條例》（香港法例第 571 章）及其項下訂立的規則），閣下的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若閣下是「專業投資者」，則有關限制並不適用。此外，假如我們在有關授權的期限屆滿前最少 14 日向閣下發出有關授權將被視為已續期的提示，而閣下對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則閣下的授權將會在沒有閣下的書面同意下被視為已續期。現時並無任何法例規定閣下必須簽署這些授權書。然而，我們可能需要授權書，以便例如向閣下提供保證金貸款或獲准將閣下的證券或證券擔保品借出予第三方或作為擔保品存放於第三方。我們將向閣下闡釋將為何種目的而使用該等授權書。倘若閣下簽署授權書，而閣下的證券或證券擔保品已借出予或存放於第三方，該等第三方將對閣下的證券或證券擔保品具有留置權或作出押記。雖然我們根據閣下的授權書與某一帳戶或我們的服務有關而借出或存放屬於閣下的證券或證券擔保品須對閣下負責，但任何違責行為可能會導致閣下損失閣下的證券或證券擔保品。大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如閣下毋需使用保證金貸款，或不希望本身證券或證券擔保品被借出或抵押，則閣下不應簽署上述授權書，或閣下應要求開立現金帳戶（而非保證金帳戶）。

If your Securities or Securities collateral are received or held by us in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a "professional investor" (as defined under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and the rules made thereunder), your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a "professional investor", these restrictions do not apply. Additionally, **your authority may be deemed to be renewed (i.e. without your written consent) if we issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.** You are not obligated by any law to sign these authorities. However, an authority may be required by us, for example, to facilitate margin lending to you or to allow your Securities or Securities collateral to be lent to or deposited as collateral with third parties. We will explain to you the purposes for which such authorities are to be used. If you sign one of these authorities and your Securities or Securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge over your Securities or Securities collateral. Although we are responsible to you for Securities or Securities collateral lent or deposited under your authority in connection with an Account or our Services, any default could result in the loss of your Securities or Securities collateral. A cash account not involving Securities borrowing and lending is available from most persons licensed by or registered with the SFC. **If you do not require margin facilities or do not wish your Securities or Securities collateral to be lent or pledged, you shall not sign the above authorities or you shall ask to open cash accounts (instead of margin accounts).**

保證金交易之風險

RISK OF MARGIN TRADING

藉存放抵押品而為交易取得融資的虧損風險可能極大。閣下所蒙受的虧蝕可能會超過閣下存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。閣下可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如閣下未能在指定的時間內支付所需的保證金款額或利息，閣下的抵押品可能會在未經閣下的同意下被出售。此外，閣下將要為閣下的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，閣下應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合閣下。

The risk of loss in financing a transaction by deposit of Collateral is significant. **You may sustain losses in excess of your cash and any other assets deposited as Collateral with us.** Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. **If the required margin deposits or interest payments are not made within the prescribed time, your Collateral may be liquidated without your consent.** Moreover, you will remain liable for any resulting deficit in your Account and interest charged on your Account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

閣下與我們以保證金之方式承作交易者，不同交易類型所要求之初始保證金數額可能不同，且保證金數額由我們決定、並得隨時變更。我們就此專有裁量權，且將為保護我們的利益行使我們裁量。

Where you deal with us on a margin basis, the required amount of initial margin may vary with each type of transactions and the amount of

margin may be determined by us and changed at any time. We have complete discretion in this and will exercise our discretion in order to protect our interests.

閣下提供之保證金數額，可能因若干事由而下跌至低於我們所要求之水準；此等事由包括（但不必然限於）因未清償之交易以市價估價所致帳面損失或擔保品價值跌落。我們於任何時間認為保證金數額不足時，有權採取我們認為適當之措施。此等措施包括：

The margin cover provided by you may fall below the amount required by us due to various reasons such as (but not necessarily limited to) book losses arising from mark-to-market valuation of outstanding transactions or losses arising from a fall in the value of the Collateral. If we consider that the margin cover is inadequate at any time, we may take such action as we deem fit. Such action may include:

- (i) 要求提供額外擔保品。我們得要求鉅額之額外擔保品，且其數額得超過原先承諾之初始保證金數額，並得要求於短時間內提供；
calling for additional Collateral. This amount may be substantial and may exceed the amount originally committed as initial margin, and be called at short notice;
- (ii) 在我們認為係為償付閣下債務之必要範圍內，將擔保品之一部或全部加以變現。此等變現前，得不向閣下或提供擔保品之人（若與閣下不同者）通知，亦得不經其同意；
realizing all or any part of the Collateral as we deem necessary to satisfy your liabilities. This may be done without notice to or consent from you or the Collateral Provider (if different);
- (iii) 依我們認為適當之時間及方式，就任何或所有交易予以結清、清算、抵銷（無論是否已到期）、變現、或作其他處理（不論是否將產生任何額外損失），無須通知閣下、亦無須取得閣下同意。交易清算後，以損失作者，且該損失超過寄存保證金總額時，閣下應就任何不足數額負清償責任；及
closing out, liquidating, setting off (notwithstanding that any of the same has not yet matured), realizing or otherwise dealing with any or all outstanding transactions (whether or not any additional loss may thereby arise) at such time and in such manner as we think appropriate without notice to or consent from you. In the event the transactions are liquidated at a loss and the loss exceeds the aggregate margin deposited, you will be liable for any shortfall; and
- (iv) 在結清或以其他方式終止任何一筆或多筆交易以及依我們認為適當之方式及條款將任何貨幣兌換為任何其他貨幣之過程中，任何此等行動均可能導致額外損失，而該等額外損失應由閣下自行承受。
in the course of closing out or otherwise terminating any transactions or series of transactions, and converting any currency to any other currency in such manner and on such terms as we may think fit., any such actions may give rise to further losses, for which the you will be liable.

在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券之風險

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

按照納斯達克-美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣之證券是為熟悉投資技巧的投資者而設的。閣下在買賣該項試驗計劃的證券之前，應先諮詢我們意見並熟悉該項試驗計劃。閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

The Securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult us and become familiarized with the PP before trading in the PP Securities. You should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of SEHK.

結構性產品、與股票連結投資和與信貸連結票據之交易風險

RISK OF TRADING STRUCTURED PRODUCTS, EQUITY-LINKED INVESTMENTS AND CREDIT-LINKED INSTRUMENTS

結構性產品、與股票連結投資和與信貸連結票據（「相關產品」）在某些情況下會發生重大損失風險。除非閣下了解閣下所締結之交易的性質及閣下所面臨之風險程度，否則不應進行相關產品的交易。閣下應結合閣下之投資經驗、財政狀況、投資目標及其他相關情況，仔細考慮該等交易是否適合閣下。

The risk of loss in Structured Products, equity-linked investments and credit-linked instruments (the "Relevant Products") may be substantial in certain circumstances. You should not deal in them unless you understand the nature of the transactions you are entering into and the extent of your exposure to risk. You should carefully consider whether the transactions are suitable for you in the light of your investment experience, financial position, investment objectives and other relevant circumstances.

應就相關產品支付之收益或會高於普通定期存款之利息。但是，亦存在額外風險。相關資產價值有升有降，且以往表現並不一定預示著未來的表現。相關資產價值變動或會導致相關產品之價格和/或償還價值及其中所產生之收益（如有）發生變動，或會因此而導致不同結果或

程度大於相關資產價值變動之結果。相關產品價值不僅會快速上漲，亦會快速下跌，或者會在到期之時或之前變得毫無價值。閣下或會面臨損失全部或相當一部分投資之風險。根據相關產品的條款，在相關資產價格低於轉換價格時，閣下可能有法律義務按照事先約定的轉換價格接受相關資產，而非接收相關產品的本金。因此，閣下或會收到價值下降的資產。如果相關資產變得毫無價值，則閣下可能會損失全部本金。

The income which may become payable on the Relevant Products may be higher than the interest on an ordinary time deposit. However, this carries with them additional risks. **The value of the underlying assets may go down as well as up and past performance is not necessarily a guide to future performance.** Changes in the value of the underlying assets may result in changes to the price and/or the repayment value of the Relevant Products and income derived therefrom (if any), which may have a different result or a result of greater magnitude than the change in the value of the underlying assets. **The value of the Relevant Products may fall as rapidly as it may rise or become worthless at or before maturity. You may risk losing all or a significant proportion of your investment.** Depending on the terms of the Relevant Products, you may have the legal obligation to take the underlying assets at the pre-agreed conversion price instead of receiving the principal of the Relevant Products if the price of the underlying asset falls below the conversion price. You may therefore receive an asset that has fallen in value. **You may lose the entire principal if the underlying asset becomes worthless.**

對相關產品的投資不是對相關資產的投資，閣下對該等相關資產不享有任何權利。但是，相關資產的表現將對相關產品的價值產生直接影響。我們未曾、也不會在任何時候對相關資產進行任何調查或審查，亦不會就相關資產的表現或選擇作出任何擔保或明示或暗示的保證。

An investment in the Relevant Products is not an investment in the underlying assets and you have no rights in respect of such underlying assets. However, the performance of the underlying assets will have a direct effect on the value of the Relevant Products. We have not performed, and will not at any time perform, any investigation or review of the underlying assets, nor do we make any guarantee or express or implied warranty in respect of the performance of the underlying assets, nor the selection thereof.

相關產品可能是「不可轉讓的」，或者不能在任何交易所上市或交易。因此，閣下可能很難或在某些情況下不可能對它們進行平倉或結算。相關產品及/或相關資產可能包括以外幣計價合約進行的交易。如果需將其從合約計值貨幣折算成另一貨幣，該等交易的利潤或損失（無論它們是在閣下自己的司法管轄區還是其他司法管轄區交易）將受到貨幣匯率波動的影響。

The Relevant Products may be "non-transferable" or may not be listed or traded on any Exchange. Therefore, it may be difficult or, in some cases, impossible for you to close out or liquidate them. The Relevant Products and/or the underlying assets may comprise transactions in foreign currency-denominated contracts. The profits or loss in such transactions (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

相關產品的價值和/或結算可能會受到某些事件的發生或存在的影響，例如（但不限於）參考實體的信用表現、兼併和出售、交易暫停、價格來源中斷、指數（包括一籃子指數）的計算和/或組成發生實質變化等。在某些情況下，閣下或會面臨損失全部或相當一部分投資之風險。

The value and/or the settlement of the Relevant Products may be affected by the occurrence or existence of certain events such as (but not limited to) credit performance of the reference entities, mergers and disposals, trading suspension, price source disruption, material change in the calculation and/or composition of indices comprising a basket of indices etc. **In certain circumstances, you may risk losing all or a significant proportion of your investment.**

如果相關產品的賣家或發行人是我們，相關產品的價值將取決於我們履行我們在相關發售或產品文件和條款清單下義務的能力。該等義務（包括但不限於在行權、期滿或到期後根據相關產品的條款與條件向閣下交付相關資產或現金結算金額（視情況而定）屬於我們的無擔保業務，而非任何其他人的義務。

If the seller or issuer of the Relevant Products is us, the value of the Relevant Products will depend on the ability of us to perform our obligations under the relevant offering or product documents and term sheets. These obligations (including but not limited to the delivery to you in accordance with the terms and conditions of the Relevant Products either the underlying asset or the cash settlement amount upon exercise, expiry or maturity, as the case may be) are the unsecured obligations of us and of no other person.

台新集團成員可不時以委託人或代理人身份進行涉及相關資產之交易。該等交易可能對相關資產的價值產生正面或負面影響，進而對相關產品的價值產生正面或負面的影響。台新集團成員亦可向與相關產品之相關資產有關的其客戶及該等客戶之關係企業提供服務。

Taishin Group Members may from time to time engage in transactions involving the underlying assets as principal or as agent. Such transactions may have a positive or negative effect on the value of the underlying assets and consequently on the value of the Relevant Products. Taishin Group Members may also provide services to their clients and affiliates of such clients that are related to the underlying assets of the Relevant Products.

閣下應具備充分的知識和經驗，能夠評估相關產品交易的優點和風險，並應依賴閣下在考慮到閣下認為適當的任何獨立專業意見及相關產品的優點和風險（如相關，包括相關產品的稅務和會計處理）後自行作出的判斷。

You should have sufficient knowledge and experience to be able to evaluate the merits and risks of entering into transactions relating to the Relevant Products, and should act in reliance upon your own judgment after taking into consideration any independent professional advice that you consider appropriate and the merits and risks (including, where relevant, the tax and accounting treatment) of the Relevant Products.

以上內容僅代表通常與相關產品投資相關之部分風險，並不意在披露相關產品的所有風險及所有重要方面。閣下應仔細閱讀相關發售和產品文件及條款清單的內容，以瞭解相關產品的功能和相關風險。如有疑問，閣下應在作出任何投資決定前諮詢閣下的法律、稅務、財務顧問或其他客戶視為適當的顧問。

The above represents only some of the risks generally associated with investing in the Relevant Products and does not purport to disclose all of the risks and all of the significant aspects of the Relevant Products. You should carefully read the contents of the relevant offering and product documents and terms sheets to understand the features of and the specific risks associated with the Relevant Products. Where in doubt, you shall consult your legal, tax, financial adviser or other advisers you deem appropriate before making any investment decision.

提供代存郵件或將郵件轉交第三方的授權書的風險

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

假如閣下向我們提供授權書，允許我們代存郵件或將郵件轉交予第三方，那麼閣下便須盡速親身收取所有關於閣下帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

If you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

電子交易之風險

RISK OF ELECTRONIC TRADING

電子交易設施是以電腦組成系統來進行指令傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或發生故障，而閣下追討損失的能力或會受制於系統供應商、市場、結算所及 / 或交易所參與者就其所承擔之責任施加的限制。

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms.

透過某個電子交易系統進行買賣，或會不同於在公開競價市場上進行買賣，亦與透過其他電子交易系統進行買賣有所不同。如果閣下透過某個電子交易系統進行買賣，便須承擔與該系統帶來的風險，包括有關系統硬件或軟件可能會發生故障的風險。系統故障可能會導致閣下的交易指示不能根據指示執行，甚或完全不獲執行。

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your Instructions or is not executed at all.

電子交易所涉及的風險包括：(i) 在需求高峰、市場波動、系統升級或維護或其他原因期間，對互聯網服務的訪問可能受到限制或無法獲得；(ii) 透過互聯網進行的交易可能會發生中斷、傳送停止、因互聯網流量而延遲傳送或因互聯網的公開性而導致資料傳輸有誤；(iii) 閣下的指示可能不被執行或可能延遲，因此指示執行價格會有別於閣下指示發出之時的價格；(iv) 未經授權的第三方可能訪問通信及客戶資訊（包括個人資料）；(v) 閣下的指示可能會在未接受人員審查的情況下執行；(vi) 可能出現系統故障，導致閣下的指示未被執行；或(vii) 閣下缺乏互聯網經驗可能會導致閣下的指示沒有被執行或得到錯誤執行；或(viii) 由於系統無法及時顯示交易已經完成，可能導致多次發出同一指示。對於閣下因該等中斷、延遲或第三方訪問而可能招致之任何損失，我們概不承擔任何責任。

The risks involved in electronic trading include the following: (i) access to the internet services may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons; (ii) transactions conducted through the internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the internet; (iii) your Instructions may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time when your Instructions were given; (iv) communications and Customer Information (including Personal Data) may be accessed by unauthorized third parties; or (v) your Instructions may be executed without being subject to human review; (vi) there may be system failure which may result in your Instructions not being executed; or (vii) your lack of internet experience may result in your Instructions not being executed or executed with error; or (viii) the same Instructions may be issued for more than once because the system could not promptly indicate completion of the transactions. We accept no responsibility for any loss which may be incurred by you as a result of such interruptions or delays or access by third parties.

此外，通常指示在作出後不一定能夠被取消，因此在下指令或指示之前閣下應謹慎行事。閣下試圖取消指令或指示的行為僅屬於「取消請求」，如果我們無法更改或取消指令或指示，我們不會對閣下承擔任何責任。

Further, it is not usually possible to cancel an Instruction after it has been given, thus you should exercise caution before placing any orders or Instructions. Any attempt made by you to cancel an order or Instruction is simply a "request to cancel" and we will not be liable to you if we are unable to change or cancel the order or Instruction.

互聯網是面向公眾之全球無線網路，不受任何組織的控制。互聯網本質上是一種不可靠的通信媒介，而該等不可靠性是我們所無法控制的。透過互聯網傳輸之任何通信或資料可能是不安全或可被追蹤，並可能會被未授權第三方訪問。對於可能出現的任何資料洩露，我們將不對閣下承擔任何責任。

The internet is a global wireless network for the public and it is not controlled by any organization. The internet is an inherently unreliable medium of communication and such unreliability is beyond our control. Any communication or data transmitted through the internet may not be secure or traceable, and may be accessed by unauthorized third parties. We will not be liable to you for any possible leakage of data information.

亦存在他人使用與我們或本公司之名稱或模仿本公司電子交易網站佈局和互聯網伺服器來侵佔閣下資料資訊之風險。閣下有責任在閣下的電腦上和電信設備安裝可靠的安全軟件或適當的設置，以防止可能存在的任何風險或就該等風險警告自己。

There may also be a risk that some people use a similar name to us or our company or imitate our electronic trading website layout and server in the internet to embezzle clients' data information. You are responsible for installing reliable security software or appropriate settings on your computer and Telecommunications Equipment to prevent or warn yourself of any risks that may exist.

通訊風險 - 電子郵件

COMMUNICATIONS RISK – EMAIL

電子郵件通訊之風險更高。電子郵件並非一種安全的通訊方式；電子郵件可能受到攔截、可能發送失敗、亦可能發送錯誤。因此，電子郵件發生機密資訊洩漏、偽造及詐騙等風險較高。閣下要求我們接受電子郵件指示者，我們可能無法如同一般驗證程序對電子郵件行使相同程度的查核程度。尤其，我們可能無法驗證任何電子郵件之來源，亦可能真誠相信該等電子郵件係自閣下指定之其中一個電子郵件地址寄送，而實際上該等電子郵件係自其他地址或郵件伺服器所寄送。我們亦將無法將電子郵件之實體簽名用以與開戶手冊、帳戶委託書或其他文件中所提供之簽名樣本進行比對。電子郵件之收件人錯誤、或係在非上班時間內收受者，相關回應可能較慢、甚至完全無回應。

Email communications entail greater risk. Email is not a secure means of communication and is susceptible to interception, non-delivery or mis-delivery. It therefore gives rise to an enhanced risk of loss of confidentiality, forgery and fraud. If you elect to request us to accept email Instructions we may not be able exercise the same level of diligence in our normal verification procedures. In particular we may not be able to verify the source of any email or may be led to believe in good faith that an email has been sent from an address specified by you which has in fact been sent from a different address or mail server. We are also unable to compare a physical signature with specimen signatures provided in the Account Opening Booklet, Account Mandate or other documents. Email communications which are misdirected or received outside normal office hours may not be acted upon in a timely manner, or at all.

其他相關文書

OTHER RELATED DOCUMENTATION

我們將於適當情形，向閣下提供載有重要條款、相關義務、假設前提、定價基準及敏感性分析之產品說明書，用以說明市場走勢對於擬承作金融交易之影響（特別是閣下可能因市價波動而生之獲利及損失），並/或向閣下提供其他我們認為相關之資訊。提供之任何敏感性分析，均僅供說明之用，不得視其為代表我們就未來市場走向之預測看法。強烈建議閣下在作出自己的投資決定和承作任何交易前，先行研讀並完全瞭解相關產品說明書和產品文件。然而，提供此等產品說明書，並不使閣下因而免除其應自行採取或提出其認為有必要或有需要之所有措施及詢問、以確保其完全了解相關交易之義務。

We will, in appropriate cases, furnish you with term sheets setting out the material terms, associated obligations, underlying assumptions, pricing basis and sensitivity analysis to illustrate the impact of market movements on the proposed financial transaction (in particular, the profit and loss which you may be exposed to with fluctuations in market rates) and/or such other information regarding the said transaction as we may think relevant. Any sensitivity analysis which may be provided are for the purpose of illustration only and are not to be treated as our view on how the market will move in the future. You are strongly advised to study and fully understand the relevant term sheet and product documents before making your investment decisions and executing any specific transaction. The provision of such term sheets shall not, however, detract from your duty to take all such steps and make all such enquiries as may be necessary or desirable to ensure that you fully understand the transaction concerned.

發行人、交易對手及法律風險

ISSUER, COUNTERPARTY AND LEGAL RISKS

若特定證券或金融商品發行人並非我們、或閣下所締結交易之交易對手並非我們時，閣下應自行確認您可接受此等發行人或交易對手之信用風險。在任何證券或其他金融商品之發行人或交易對手無法履行其義務時，此等投資可能變得無價值、且亦可能無法取回任何交易成本及獲利。我們不就此等發行人或交易對手之違約負任何責任。

If the issuer of a particular Security or instrument or the counterparty to the transaction which you are entering into is not us, you should satisfy yourself that the credit risk of such issuer or counterparty is acceptable to you. If the issuer of any Security or other instrument or a counterparty becomes unable to meet its obligations then such investments may become worthless and any trading costs and profits may become irrecoverable. We will not be liable in the event of a default by such issuer or counterparty.

閣下寄存金錢或其他財產供國內外交易者，應熟悉此等金錢或財產所可享有之保障，特別是在發行人、保管人或中介人資不抵債或破產之情形。閣下是否得取回其金錢或財產、以及取回之程度為何，可能受當地規則與規章之規範。在若干司法管轄區內，在不足額清償之情形，特別指陳為閣下之財產可能會被以如同現金之方式加以按比例分配。

You should also familiarize yourself with the protections accorded to money or other property which you deposit for domestic and foreign transactions, particularly in the event of an insolvency or bankruptcy of the issuer, custodian or intermediary. The extent to which you may recover your money or property may be governed by local rules and regulations. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for the purposes of distribution in the event of a shortfall.

其他投資 / 結構性產品之風險

OTHER INVESTMENT / STRUCTURED PRODUCTS RISKS

在投資產品交易之情形，投資之決定係閣下自己之決定，除非銷售此等商品之中介人已經向閣下解釋該等商品適合閣下之財政狀況、投資經驗及投資目標，否則閣下不應就此等商品進行投資。

In regard to transactions in Investment Products, the investment decision is that of you and you should not invest in such products unless the intermediary who sells it has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

閣下對於即將簽訂之結構性產品交易，有完全了解該等交易條款與條件之責任，包括：

It is your responsibility to fully understand the terms and conditions of the Structured Product transactions to be undertaken, including:

- (i) 關於價格、期間、屆期日/到期日、限制之條款，以及與結構性產品交易相關之其他重大條款；
the terms as to price, term, expiration/maturity dates, restrictions and other terms material to the Structured Product transactions;
- (ii) 描述易變性及流動性等風險因素之條款。尤其，結構性產品可能在本質上係欠缺流動性，因此可能有在到期日前難以出售之風險。此外，在到期日或贖回日前出售結構性產品，可能導致本金損失，因此，結構性產品交易僅適合無流動性需求、瞭解且能負擔結構性產品交易之財務及其他風險之投資人；
any terms describing risk factors, such as volatility, and liquidity etc. In particular, Structured Products may be inherently illiquid and there is a risk that they will be difficult to sell before maturity. Further, selling the Structured Product prior to maturity or call date may result in a potential loss of principal and accordingly the Structured Product transaction is suitable only for an investor who has no need for liquidity and understands and can afford the financial and other risks of the Structured Product transaction;
- (iii) 在某些情形，閣下可能有交割或收受結構性產品交易之基礎資產之義務；
the circumstances under which you may become obliged to make or take delivery of the underlying interest of a Structured Product transaction;
- (iv) 結構性產品交易之相關法律風險，包括結構性產品交易可能為非法、導致該等交易無效或欠缺執行力之情形。我們得期待閣下自行承擔此等風險，但損失係因我們之嚴重疏忽、故意違約或詐騙所致者，不在此限。
the legal risks surrounding the Structured Product transaction, including the circumstances under which the Structured Product transaction may be illegal, resulting in it being void and unenforceable. We may expect you to bear such risks unless the loss resulting from such risks is due to the gross negligence, willful default or fraud of us;
- (v) 結構性產品之槓桿操作程度，以及其可能對損失造成加乘效果；
the degree of leverage to which the Structured Product is subject, the effect of which may be to multiply losses;
- (vi) 個別商品之風險單獨評估、以及整體結構性產品交易之風險整體評估；及
the risk associated with each instrument evaluated separately and the risk of the Structured Product transaction evaluated as a whole; and

(vii) 結構性產品之基礎參考義務、基礎資產及(或)若干其他金融商品或指標(以下簡稱「**基礎指標**」)之績效表現,不論該等基礎指標是否為結構性產品交易之擔保物。因此,閣下應自行確保其已完全了解基礎指標之相關風險,且應自行決定願意接受此等風險。

the performance of underlying reference obligations, assets and/or certain other financial instruments or indices (the "**Underlying Indicator**"), whether the Underlying Indicator forms part of the security under the Structured Product transaction or not. You should therefore ensure that you fully understand the risks involved in the Underlying Indicator and satisfy yourself that you are willing to accept such risks.

市場力量: 閣下應注意:投資可能涉及重大風險,且任何投資之價值均可能上揚或下跌。結構性產品所投資之期貨、期權及其他商品之價值,可能迅速上揚,亦可能迅速下跌,且在相關市場中,可能無法在損失發生前沽清投資部位。槓桿操作可能造成重大價格波動。任何商品均不保證能達成其投資目標,且均不保證將不會發生重大損失。交易績效表現不予保證,且過去或預測之績效表現,均不必然可作為未來績效表現之參考。

Market Forces: You should note that investments can involve significant risks and the value of an investment may go down as well as up. The prices of futures, options and other instruments in which the products may invest may fall in value as rapidly as they may rise and it may not be possible to liquidate the positions in the relevant markets before a loss is sustained. Price fluctuations may be substantial because of leverage. No assurance can be given that the investment objective of any product will be achieved or that substantial loss will not be suffered. There is no guarantee of trading performance and past or projected performance is not necessarily a guide to future results.

信用風險: 我們不必然係所有結構性產品交易之交易對手或發行人。在我們並非閣下之交易對手或發行人之情形,則應由閣下之交易對手或第三方發行人(而非我們)就該等結構性產品交易或閣下購買商品之其他合約向閣下負責。因此,閣下在決定簽訂此等結構性產品交易前,應考慮此等交易對手或第三方發行人之一切風險,包括該等交易對手或發行人之財政狀況。

Credit Risks: We may not always be the contractual counterparty or the issuer under certain Structured Product transactions. Where we are not your contractual counterparty or the issuer, your contractual counterparty or third party issuer, and not us, will be liable to you under the Structured Product transaction or otherwise in respect of a product purchased by you. Accordingly, in considering whether to enter into such Structured Product transaction, you should take into account all risks associated with such counterparty or third party issuer, including the counterparty's or issuer's financial standing.

在某些結構性產品交易中,閣下必須自行確定自己能夠評估相關信用風險,進而接受之。發行人之信用評等,係關於發行人就結構性產品之履約義務,並非關於結構性產品或參考擔保品之市場風險、投資本金之安全性、或可能之投資報酬。發行人之信用程度,僅係關於發行人履行義務之能力,並不影響或提高投資之績效表現。

Certain Structured Product transactions also involve the assumption by you of credit risks which you should ensure that you are able to evaluate. The credit rating of the issuer pertains to the ability of the issuer to meet its obligations under the terms of the Structured Product and is not indicative of market risk associated with the Structured Product or the reference security, the safety of the principal invested or the likely investment returns. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations.

交易對手風險: 關於閣下簽訂之合約,閣下應自行確定您了解可能與閣下對配之交易對手之身份。在很多情形中,閣下購買之商品,係此等交易對手所負擔之無擔保義務(此與交易所公開交易之商品等由中央清算公司承擔義務之情形不同),且閣下應評估相關之信用風險。

Counterparty Risks: You should ensure that you are aware of the identity of the contractual counterparty it is or may be matched with. Often, you will be purchasing an unsecured obligation of such counterparty (as opposed to an obligation of a central clearing corporation as would be the case with Exchange traded products) and you should evaluate the comparative credit risk.

在我們為對手方之情形,閣下必須注意:我們係以對手方之身份,與閣下進行正常交易。除我們書面另有約定或適用規範另有規定者外,我們並非以受信人身份進行交易,且我們並不願意對閣下承擔受信人義務。閣下就任何結構性產品交易與我們進行任何往來、交易、合約之情形,可能對閣下造成損失,並使我們取得獲利。

If the counterparty is us, you must note that we deal with you at arm's length as your counterparty. Unless we agree in writing or otherwise required by Applicable Regulation, we are not acting as a fiduciary, nor are we willing to accept any fiduciary obligations to you. Any dealing, trading or engagement in any Structured Product transaction with us by you could result in a loss to you and a gain to us.

閣下應知悉:我們在許多市場中,均有進行若干客戶導向及財產業務活動。此等一般性業務活動,以及我們就我們與閣下簽訂之若干結構性產品交易所從事之避險活動,均可能對於此等結構性產品交易之價值造成不利影響。

You should be aware that we are engaged in certain customer driven and proprietary activities in many markets. These general activities, as well as our hedging activities which are related to certain Structured Product transactions entered into with you, may adversely affect the value of such Structured Product transactions.

貨幣風險：在結構性產品交易之計價貨幣或清算貨幣與閣下進行業務或持有閣下帳戶之貨幣不同之情形，匯率之波動可能對於獲利/損失及金融投資造成影響。

Currency Risks: The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where the Structured Product transaction is denominated or settled in a different currency from the currency where you carry on business or keep your Accounts.

稅捐風險：在簽訂任何結構性產品交易前，閣下應了解相關之稅捐影響（例如所得稅）。不同的結構性產品交易，可能有不同的稅捐影響。閣下應諮詢您的稅捐顧問，以了解相關之稅捐考量。如同任何投資，結構性產品交易之稅捐待遇不予保證，蓋其可能隨著時間推展而有所改變，此考量在持有投資一年以上之情形特別重要。

Tax Risks: Before entering into any Structured Product transactions you should understand the tax implications of doing so e.g. income tax. Different Structured Product transactions may have different tax implications. You should consult your tax advisor to understand the relevant tax considerations. As in the case with any investment, there can be no guarantee with respect to the tax treatment over time. This is a particularly important consideration with respect to investments held for one or more years.

價值變動之風險

VALUE CHANGES RISK

市場之走向，例如匯率與利率之波動、商品價格、證券價格及指數之變動等，通常無法預測，且在市場走向對閣下不利之情形，其導致閣下承受之損失總額，可能超過已投入金額以及任何存於我們之保證金或額外保證金。

Market movements, e.g. fluctuations in foreign exchange rates, interest rates, movements in commodities prices and Securities prices and indices etc., frequently cannot be predicted, and if adverse may cause you to sustain a total loss in excess of the committed amount and any margin or additional margin deposited with us.

「止蝕」限額及指令以及其他限制操作策略

"STOP-LOSS" LIMITS AND ORDERS AND OTHER LIMITATION STRATEGIES

閣下可向我們下達「止蝕」指令，指示並授權我們於閣下之未平倉持倉依市價計算之損失超過預定水準（「止蝕」限額）時，沽清相關未平倉持倉，不待事前通知閣下。然而，下達「止蝕」指令，並不當然能將閣下損失限縮於指定範圍內，蓋依市場狀況，有時可能難以、甚至無法於達到「止蝕」限額時執行此等指令。組合多個部位之操作策略，例如「價差」及「等價買賣」部位等，其風險可能等同於單純持有「買超」或「賣超」部位。此外，雖然沽清相關未平倉持倉通常發生於價格下跌之時，但有可能於沽清後價格上揚，甚至是大幅上揚。You may place a "stop-loss" order with us, whereby we are instructed and authorized to close out the relevant open positions of you without further notice as and when the mark-to-market loss on such open positions exceeds the pre-agreed levels (the "stop-loss" limit). However, placing "stop-loss" orders will not necessarily limit your losses to the intended amounts as market conditions may make it difficult or even impossible to execute such order at the "stop-loss" limit or at all. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions. In addition, although close out normally occurs when prices drop, it is possible that after the close out, the prices could rise, even significantly, afterwards.

衍生性金融商品交易之風險

RISKS OF DERIVATIVE TRANSACTIONS

前述風險多存在於衍生性金融商品中。衍生性金融商品之交易係基於一個或多個基礎金融資產或指數之價格變動。閣下簽訂任何涉及衍生性金融商品之交易前，應注意並評估前述考量，以及其投資之衍生性金融商品本質上之其他風險。閣下應仔細了解交易之本質與範圍，並應尋求獨立諮詢服務，以自行確定此等商品適合閣下財政狀況、投資經驗及投資目標。

Many of the risks described above apply equally to derivative products, where the transaction is based on price movements in one or more underlying financial assets or indices, and you should note and assess these before entering into any transaction involving derivatives, as well other risks which may arise from the nature of the derivative in question. You should carefully inform yourself of the nature and scope of the transaction and take independent advice to satisfy yourself that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

個別衍生性金融商品可能產生特定風險。以下所列者，係個別衍生性金融商品可能發生之部分（不一定為全部）風險：

Certain aspects of individual derivative products may rise to specific risks, and the following details some, but not necessarily all of the risks which may apply to individual transactions in derivatives:

- (i) 期權可能係「認購期權」或「認沽期權」；期權買方於給付期權之價格（於本條中，「期權金」）時，取得以該期權交易所載預定價格（「履約價」）及預定數量（在認購期權之情形）自期權賣方（「發行人」）買進、或（在認沽期權之情形）向期權賣方賣出標的商品之權利。買方行使期權時，認購期權之發行人應向買方交割標的商品，而賣權期權之發行人則應自買方買進標的商

品，且均依預定之履約價進行，不論當時市場價格為何。期權買賣存在很大的損失風險。在某些情形下，閣下所受之損失可能超過閣下最初保證金金額。作出備用交易指示（如「止蝕」或「限價」指令），亦未必可以將虧損局限於閣下原先設想的數額。市場狀況可能會使該等指令無法執行。組合多個部位之操作策略，例如「價差」及「等價買賣」部位等，其風險可能等同於單純持有「買超」或「賣超」部位。閣下可能會接到短時間通知，要求您追加保證金金額。如所要求之保證金金額未在規定時間內提供，則閣下之部位可能予以沽清。閣下仍應對因此出現之閣下帳戶赤字負責。此外，雖然閣下部位之沽清通常發生於市場條件變得不利於閣下部位之時，但有可能於沽清後市場條件變得有利於閣下，甚至極為有利，此等後續變動不影響閣下已招致之責任。因此，閣下於交易之前應研究及理解期權，根據閣下自身財政狀況和投資目標認真考量該等交易是否合適。若閣下進行期權交易，則應自行了解履約及到期程序及其於履約或到期時的權利與義務。

Options may be "Call Options" or "Put Options" under which the buyer of the option - against payment of the option price (in this clause, the "**premium**") - is granted the right either (in the case of a "**Call Option**") to purchase from or, (in the case of a "**Put Option**") to sell to, the seller of the option (the "**writer**") the underlying instrument at the specified price (the "**exercise price**") in a quantity predetermined by the option transaction concerned. Should the buyer exercise its option, the writer of a Call Option must deliver the underlying instrument to the buyer or the writer of a Put Option must purchase the underlying instrument from the buyer, in either case at the specified exercise price, irrespective of its prevailing market value. **The risk of loss in trading options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds.** Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions. **You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your Account.** In addition, although liquidation normally occurs when the market condition is against your position, it is possible that after the liquidation, the market condition could move in favor of you, even significantly, and such subsequent movement would not affect your liabilities incurred. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

(ii) 美式期權得於特定期間內之任何時間行使，而歐式期權僅得於特定期間屆滿時行使。

In the case of an American option, it may be exercised at any time during a specified period, and in the case of a European option, it may only be exercised at the end of that period.

(iii) 涉及期權之交易，均伴隨高度風險；閣下不熟悉相關風險者，不宜締結此等交易。發行期權所涉風險，通常較承購期權所涉風險高得多。期權買賣雙方應熟悉其擬交易之期權之類型（即：認購期權或認沽期權）及相關風險。閣下應在考慮到期權金及所有交易費用的條件下，計算期權價值必須增加幾何方可使閣下部位獲利。發行人收取之期權金係固定數額，但發行人承受之損失，可能遠高於期權金之數額。

Transactions involving options carry a high degree of risk and should not be entered into unless you are familiar with the risks involved. Writing an option generally entails considerably greater risk than purchasing one. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs. Although the premium received by the writer is fixed, the writer may sustain a loss well in excess of that amount.

以下列出若干（但不必然是所有）主要風險：

The following sets out some of the principal risks, but not necessarily all of them.

(a) **承購期權：**期權之買方可抵銷或行使期權，或允許期權到期。若行使期權，將導致進行現金交收，或導致買方獲得或交付基礎資產。任何期權之買方，均有損失該期權已付或應付期權金數額之一部或全部及交易費用之風險。此等損失發生之情形，可能係因買方依履約價就標的商品行使期權，將對買方不利，或係因期權到期時，買方未就期權之行使向我們下達任何指示。由於期權之價值，部分取決於期權到期日前剩餘期間（時間價值），因此即使標的商品價值不變、甚至有良好表現，期權之價值仍可能隨時間經過而跌落。期權到期日前之期間愈短，且履約價與市價之不利價差愈大者，期權買方損失已付期權金之風險即愈高。若閣下擬承購極度價外期權，得注意此類期權獲利之可能性通常極低。

Buying options: The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. The buyer of any option risks losing some or all of the amount paid or payable as premium for the option plus transaction costs. This could occur due to unfavorable price performance of the underlying instrument, or due to expiry of the option without the buyer giving any

Instructions to us in respect of the exercise of the option. As the value of an option is partly dependent on the remaining tenor of the option prior to expiry date (time value), an option may decline in value over time even if the value of the underlying instrument remains constant or performs favorably. The shorter the time remaining until the date of expiration, and the larger the unfavorable price difference between the exercise price and the market price, the greater is the option buyer's risk of losing the premium paid. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

若干司法官轄區之特定交易所允許延遲支付期權之期權金，在此情形下買方得支付不超過期權金數額之保證金。買方仍有損失期權金及交易費用之風險。期權行使或到期後，買方應對屆時尚未支付之期權金負責。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

- (b) *發行有持保認購期權*：有持保認購期權之發行人，係就其已持有之標的商品發行認購期權。買方行使期權時，發行人即無法就標的商品超過履約價之價格成長獲利；因此，有持保認購期權之發行人，即喪失此一獲利。其所喪失之獲利，僅以其所收受之期權金加以抵沖。買方不行使認購期權者，發行人即承受標的商品價格跌落之全部風險。標的商品價格之跌落數額，僅以其所收受之期權金加以抵沖。

Writing covered Call Options: The writer of a covered Call Option writes the Call Option in respect of an underlying instrument which it already has available. If the option is exercised by the buyer, the writer does not profit from the price growth of the underlying instrument in excess of the exercise price. Therefore a profit is missed by the writer of a covered Call Option. The profit missed is reduced only by the premium received. If the Call Option is not exercised by the buyer, the writer bears the full risk of a decline in the price of the underlying instrument. The decline in the price of the underlying instrument is reduced only by the amount of the premium received.

- (c) *發行無持保認購期權*：無持保認購期權之發行人，發行該認購期權，但並未持有標的商品以供交割。無持保認購期權之發行人，必須寄存保證金。標的商品價格上揚時，保證金數額即隨之增加。發行人首先負擔應於我們在任何時間提出要求時，提出額外擔保品以符合較高之保證金要求之風險。買方行使認購期權者，發行人承擔以高於履約價之市價買進標的商品以供交割之風險。由於標的商品市價可能超過履約價之幅度並無任何限制，無持保認購期權之發行人所承受之損失風險並無任何上限。此等損失僅以其所收受之期權金加以抵沖。

Writing uncovered Call Options: The writer of an uncovered Call Option writes the Call Option without already having the underlying instrument available in the event it has to be delivered. The writer of an uncovered Call Option is required to deposit a security margin. If the price of the underlying instrument rises the security margin increases. The writer firstly bears the risk of having to provide additional Collateral to us at any time in order to meet the higher margin demands. If the Call Option is exercised by the buyer, the writer bears the risk of having to buy the underlying instrument to be delivered at a market price, which is higher than the exercise price. **Since there is no limit to the amount by which the market price of the underlying instrument may exceed the exercise price, the writer of an uncovered Call Option runs the risk of incurring an unlimited loss.** The loss thus arising is reduced only by the amount of the premium received.

- (d) *發行認沽期權*：認沽期權之發行人，必須寄存保證金。標的商品價格跌落時，其保證金數額即隨之增加。發行人因此承擔應於我們在任何時間提出要求時，提出額外擔保品以符合較高之保證金要求之風險。買方行使認沽期權者，發行人承受以高於市價之履約價買進標的商品之風險。履約價可能遠超過標的商品市價。認沽期權之發行人所承受之風險，係認沽期權履約價與標的商品市價間之差額，因此其風險受履約價數額之限制。任何此等損失，均僅以其所收受之期權金加以抵沖。

Writing Put Options: The writer of a Put Option is required to deposit a security margin. If the price of the underlying instrument falls, then the security margin to be provided will increase. The writer runs the risk of being called upon at any time by us to furnish additional Collateral to satisfy the increased margin requirements. If the buyer exercises the Put Option, the writer runs the risk of having to purchase the underlying instrument offered to the writer at the exercise price, which is higher than the market price of the underlying instrument. The exercise price may be considerably higher than the market price of the underlying instrument. **The risk to the writer of a Put Option lies in the difference between the exercise price of the Put Option and the market price of the underlying instrument and is therefore limited to the amount of the exercise price.** Any loss thus arising is reduced only by the amount of the premium received.

買方不於到期前行使認沽期權者，即退回發行人所提保證金，且此時認沽期權之發行人即不再負擔以超過市價之價格買進標的商品之風險。認沽期權之發行人並得保留其已收受之期權金。

If the buyer does not exercise the Put Option before its expiry, the security margin provided by the writer is released and the writer of the Put Option no longer faces the risk of having to purchase the underlying instrument at a price exceeding the market price. The writer of the Put Option retains the premium received.

- (e) **衍生性金融商品之定價**：在衍生性金融商品交易中，例如期貨及期權，在若干情況下，標的商品與衍生性金融商品間，可能不存有任何正常定價關係，特別是在組合式或結構性交易之情形。在不存有任何共同或市場參考價格之情形，可能難以、甚至無法獨立估算交易之公平價格，且我們並不擔保其提出之價格係市場上最佳價格。

Derivative pricing: For financial derivative transactions, e.g. futures and options, the normal pricing relationships between the underlying instruments and the financial derivatives may not exist in certain circumstances, and market disruptions may affect the pricing relationship. The absence of a common or market reference price may make it difficult, if not impossible, for the fair value of the transaction to be assessed independently, and we do not warrant that the price offered will be the best price available in the market.

- (f) **複合式衍生性金融商品**：若干交易係由數個衍生性金融商品所組成，因此必須評估個別衍生性金融商品之風險、以及此等交易之整體風險。此等交易之單一部分表現不佳時，即使每一個其他部分均有良好表現，仍可能造成本金金額一部或全部損失。

Multiple derivatives: Some transactions may be made up of several derivative instruments and it is necessary to assess the risks associated with each of them individually as well as the transaction as a whole. Failure of a single component part of a transaction may cause loss of all or part of the principal even if each of the other components perform satisfactorily.

- (g) **流動性**：衍生性金融商品交易可能無法結清、轉讓或賣出，且有可能必須持有至到期日為止。

Illiquidity: It may be impossible to close out derivative transactions or to transfer or sell them, and it is likely that they will have to be held to maturity.

- (h) **基礎風險**：在交易係基於一個或多個基礎金融資產或指數之價格變動之情形，閣下應探究、了解並接受此等基礎金融資產或指數之相關風險。

Underlying risks: Where the transaction is based on price movements in one or more *underlying* financial assets or indices, the risks associated with those assets or indices should be investigated and understood, and you must be willing to accept such risks.

- (i) **其他風險**：在關於衍生性金融商品之交易，亦可能有前述關於結構性產品交易之市場風險、信用風險、交易對手風險、貨幣風險及稅捐風險；閣下簽訂任何衍生性金融商品交易前，應就每一種風險進行仔細評估。

Other risks: In respect of derivative products the transaction may also be subject to market risks, credit risks, counterparty risks, currency risks and tax risks of the type described above in regard to Structured Product transactions, each of which should be carefully assessed before entering into any transaction.

- (j) **累計期權 (Accumulators)**

閣下應知曉累計期權是嵌有衍生性金融商品之高風險投資產品。累計期權一般允許閣下按低於合約之日基礎資產之通行市場價格之「折讓」價購買約定數額之基礎資產（例如股票或外匯）合約單位。這是由於累計期權包含一系列期權。

「折讓」事實上源於閣下向累計期權合約之交易對手沽出期權而收到的期權金，閣下故此須按對敲價（自交易對手）買入約定數額之基礎資產。因此，沽出的期權愈多，「折讓」愈大，因而閣下的風險亦愈高。但上行空間風險通常設有上限，例如透過取消條款規定，若基礎資產之市場價格等於或高於取消價，累計期權合約即告終止。閣下得注意，帶有取消條款或其他就上行空間風險設定上限之功能的累計期權可能無法實現其預期之避險目的（如適用）。閣下得注意，若與累計期權合約有關之最大風險遠遠大於其基礎資產之部位或資產流入或流出，閣下則會承擔過多風險而非避險。閣下不應將累計期權視為累沽期權的避險工具，反之亦然。閣下還得注意，當市場條件不利於閣下時，閣下受合約之約束仍須（按對敲價）認購基礎資產之每日合約單位。當合約包含「加乘」條件時，下行風險會擴大。當市場條件不利於閣下時，閣下或須成倍認購基礎資產之每日合約單位。此外，合約期限愈長，閣下於整個合約期限內須認購之基礎資產合約單位之數目愈大。在此類情形下，閣下可能遭受更大的損失。

You should be aware that accumulators are high risk investment products with embedded derivatives. Accumulators generally allow you to buy an agreed number of contract units of the underlying asset, such as a stock or a foreign currency, at a "discount" to the prevailing market price of the underlying asset at the date of the contract. This is because accumulators

involve a series of options. The "discount" in fact comes from the premium that you receive from selling the options to the counterparty of the accumulator contract and, as a result, you are obliged to purchase (from the counterparty) an agreed amount of the underlying asset at the strike price. Therefore, the more options sold, the larger the "discount" but the risks also rise accordingly for you. Nevertheless, the upside is usually capped, for example, by a knock-out clause which provides that if the market price of the underlying asset is at or above the knock-out price, the accumulator contract will be terminated. You should note that accumulators with knock-out clauses or other features to cap the upside may not serve its intended hedging purposes, if applicable. You should note that if the maximum exposure associated with the accumulator contracts are materially larger than its position or inflows or outflows in the underlying assets, you will be over exposed instead of hedged. You should not treat accumulators as a hedging tool for decumulators or vice versa. You should also note that you may be bound by the contract to take up the daily contract units of the underlying asset (at the strike price) when the market acts against it. The downside risk is magnified when the contract includes a "multiplier" condition. You may be obliged to take up multiple times of the daily contract units of the underlying asset when the market turns against it. Furthermore, the longer the contract period, the larger the number of contract units of the underlying asset you may be obliged to purchase during the whole contract period. In these circumstances, you may suffer even greater losses.

(k) 累沽期權 (Decumulators)。

累沽期權涉及閣下向交易對手發行認購期權，但其運作機制與累計期權相反。在累沽期權之情形，閣下同意按對敲價定期賣出固定數額之基礎資產。因基礎資產之價格或會愈漲愈高，故在理論上而言下跌風險無底限，閣下可能承受極高風險。閣下得徹底了解累計期權及累沽期權之特性及相關風險，在考慮到「加乘」效應（如適用）之條件下，確保其有能力履行全部合約，方可決定投資於該等商品。若閣下以保證金之方式達成任何累計期權或累沽期權，亦應知曉與槓桿式交易有關之額外風險。

Decumulators involve you writing a call option to the counterparty, but the mechanism works in the opposite direction to accumulators. In the case of decumulators, you agree to sell a fixed number of underlying assets on a regular basis at the strike price. As the price of the underlying assets may rise higher and higher, the downside risk is theoretically unlimited and the risk to you may be great. You should understand the features and risks associated with accumulators and decumulators thoroughly, and ensure that you have the ability to honor all contracts, taking into account the "multiplier" effect, if applicable, before deciding to invest in these products. If you enter into any accumulators or decumulators on a margin basis, you should also be aware of the additional risks associated with leveraged trading.

遠期合約之風險

RISKS OF FORWARD CONTRACTS

遠期外匯交易之賣方，應以約定價格交割，而在價格上揚之情形，此約定價格可能遠低於市價。另一方面，遠期外匯交易之買方，則應以約定價格受領，而在價格跌落之情形，此約定價格可能遠高於市價。在此二種情形，風險在於約定價格與市價間之價差。此風險無法預先估算，且可能超過任何已提供之擔保品。

The seller of foreign exchange forwards must deliver at the agreed price, which can be considerably below the then market price, in the case of rising prices. The purchaser of foreign exchange forwards, on the other hand, must accept delivery at the agreed price, which can be considerably higher than the then market price, in the case of falling prices. In both cases, the risk lies in the difference between the agreed price and the market price. This risk is not determinable in advance and can exceed any Collateral provided.

換利合約之風險

RISKS OF SWAPS

不同金融商品得進行換利合約，使未來之金錢流量來源相互交換，且有時亦於始日及/或到期日交換本金（在攤銷型換利合約較為常見）。在同時交換本金與收入流量之換利合約中，一方當事人違約、或有其他怠於履行其義務之風險通常較高。

Different instruments may be swapped, resulting in an exchange of the source of future payment streams, and occasionally also an exchange of principal on commencement and/or maturity date (more frequently if the transaction is an amortizing swap). The risk that one of the parties to the swap will default or otherwise fail to perform its obligations is typically greater in swaps where both principal and income streams are exchanged.

無持保之合約所含風險，與其所交換之不同金融商品個別之風險有直接相關性。應注意的是：此等風險彼此間可能不發生相互抵銷之效果，而應予以加總。

For uncovered contracts, there is risk, which is directly related to the risks of the different instruments swapped. It is important to note that these risks may not be offsetting in effect, and should be viewed instead in aggregate.

其他交易及組合式交易之風險

OTHER TRANSACTIONS AND COMBINATIONS RISKS

在兩個以上不同金融商品 – 不論其係同一類別或不同類別 – 同時買進及 (或) 賣出 (發行) 者，稱為組合式交易。就組合式交易之任何部分進行結清或行使時，其所涉及之風險可能有重大改變。

Combinations are referred to when at least two different instruments - either in identical or different classes - are bought and/or sold (written) at the same time. By closing or exercising individual parts of a combination transaction, the risks involved can materially change.

由於各種可能之交易或組合式交易之範圍甚廣，閣下在締結任何交易或進行組合式承作策略前，宜確保閣下已取得此等交易或組合式交易之產品文件 (包括產品說明書、附錄及補充文件)，並確保閣下完全熟悉此等文件與涉及之特定風險。

On account of the broad range of possible transactions and combinations thereof, before executing such transactions or putting combination strategies into operation, you should ensure that you obtain and become thoroughly familiar with the product documents (including product term sheets, annexures and supplements) pertaining to such transactions or combinations thereof and the specific risks involved.

掛牌交易之金融商品

EXCHANGE TRADED INSTRUMENTS

交易之標的合約或標的商品，係於任何交易所公開交易者，此等交易所之正常市場運作或狀況受到擾亂之情形、及 (或) 此等交易所之運作 (例如交易所依其裁量，於特定市場狀況下暫停或限制若干合約或金融商品之交易者) 可能導致難以、甚或無法結清交易或沽清部位，從而提高損失之風險。若閣下已賣出期權，會增加損失風險。

For transactions involving underlying contracts or instruments which are traded on any Exchanges, disruption of the normal market operation or conditions of such Exchanges and/or the operation of such Exchanges (e.g. discretion on the part of the Exchange to suspend or limit trading of certain contracts or instruments under certain market conditions) may increase the risk of loss by making it difficult or impossible to close out the transactions or liquidate positions. If you have sold options, this may increase the risk of loss.

在特定情形下，為反映基礎資產之變化，交易所或結算所可修改未履行合約之規格 (包括期權之履約價)。

Under certain circumstances, the specifications of outstanding contracts (including the exercise price of an option) may be modified by the Exchange or clearing house to reflect changes in the underlying interest.

貨幣風險

CURRENCY RISKS

閣下以某一貨幣進行投資後，又以另一貨幣承作另一交易、用以規避該原始投資之風險者，或閣下締結之交易涉及兩個不同貨幣者，閣下應注意：不同貨幣彼此間之波動、或與交易其他標的間之波動，可能影響閣下之淨獲利、亦可能提高閣下損失。

Where you engage in a transaction involving one currency to hedge an original investment in another currency or where the transaction entered into by you references two different currencies, you should be aware that fluctuations of the currencies against each other or against the other underlying elements of the transaction may affect your net profit on the transaction or increase your loss.

尤其，在以槓桿操作承作涉及不同貨幣之貨幣交易時，借款貨幣將依當時即期匯率，兌換為交易之貨幣、以及寄存款項之貨幣。在借貸期間內，得就寄存款項之一部或全部與借貸資金進行清算、並將清算所得兌換為借款貨幣，從而降低或消除貨幣風險。

In particular in the case of leveraged currency transactions, which are based on different currencies, the borrowed currency or currencies will be converted at the prevailing spot rate into the relevant currency of the transaction and the resultant amount or amounts placed on deposit. During the life of the loan or loans the currency risk may be reduced or eliminated by liquidating some or all of the deposits made with the borrowed funds and converting the proceeds of liquidation into the currency of the loan.

然而，除有貨幣差價外，前述槓桿操作之風險，可能因額外的貨幣風險而增加，導致損失擴大或獲利提高。我們在考量任何時點之不利匯率或市場波動後認為適當時，得專依我們裁量決定降低或消除此等風險；惟我們並無採取此等措施之義務，且我們可能認為無法或難以採取此等措施。

Whilst there remains a currency differential the risks of leverage referred to above may be increased by the additional currency risk and can lead to greater losses as well as increased gains. We retain the unilateral discretion to reduce or eliminate the risks should we deem appropriate to do so in the light of unfavorable exchange rates or market movements at any time, but we shall have no obligation to do so, or may find it impossible or impracticable to do so.

人民幣風險

RMB RISKS

進行人民幣交易可能有額外風險。以下簡要說明部分人民幣交易風險，但特定金融商品可能在本質上有其他風險：

Dealings in RMB may carry additional risks, and the following is a general statement of some of the risks which may apply, depending on the nature of the product concerned:

人民幣並非自由兌換之貨幣：人民幣目前並非自由兌換之貨幣，且兌換人民幣有若干限制。兌換人民幣之匯率，可能不是完全由市場力量決定、且可能受到規範。

RMB is not freely convertible: RMB is currently not freely convertible and conversion of RMB is subject to certain restrictions. The exchange rate may not be fully governed by market forces and may be subject to regulation.

多重貨幣風險：人民幣商品非以人民幣計價者、或含有非以人民幣計價之基礎投資者，在為滿足贖回請求及其他資本要求（例如結算營運費用）而出售資產時，其投資之做成或變現將涉及多重貨幣兌換成本、人民幣匯率波動及買賣價差。

Multiple currency risks: For RMB products which are not denominated in RMB or with underlying investments which are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).

以人民幣計價之基礎投資數量有限：人民幣商品無法直接在內地投資者，其在內地境外所得選擇之人民幣計價基礎投資可能有限。此等限制可能對於相關人民幣商品之報酬及績效表現造成不利影響。

Limited availability of underlying investments denominated in RMB: For RMB products that do not have access to invest directly in the Mainland China, their available choice of underlying investments denominated in RMB outside the Mainland China may be limited. This limitation may adversely affect the return and performance of the RMB products concerned.

長期投入：人民幣商品之投資期間屬長期者，閣下若欲在到期日前贖回投資、或在閉鎖期（若有）內贖回投資，將可能使本金產生重大損失，亦即贖回金額可能遠低於投資金額。另外，在到期日前贖回投資、或在閉鎖期（若有）內贖回投資者，可能發生提前離場/撤回費用、亦可能導致損失紅利（若有）。

Long term commitment: Where RMB products involve a long period of investment, if you redeem the investment before the maturity date or during the lock-up period (if applicable), you may incur a significant loss of principal where the proceeds may be substantially lower than their invested amount. Early surrender/withdrawal fees and charges as well as the loss of bonuses (where applicable) are likely to be incurred as a result of redemption before the maturity date or during any applicable lock-up period.

交易對手信用風險：人民幣商品所投資之人民幣債券商品，未經任何擔保品加以擔保者，將完全暴露於交易對手之信用風險。人民幣商品對衍生性金融商品進行投資者，亦可能發生交易對手風險，蓋衍生性金融商品發行人之違約，可能對該等人民幣商品之績效表現造成不利影響。在前述兩者情形，均可能導致重大、甚至完全損失。

Counterparty credit risk: To the extent that the RMB products may invest in RMB debt instruments not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a RMB product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB product. In either case substantial or even complete loss may be suffered.

利率風險：人民幣商品係人民幣債券商品、或投資人民幣債券商品者，可能受到利率波動之影響，其對人民幣商品回報及表現有不良影響。

Interest rate risk: For RMB products which are, or may invest in, RMB debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.

流動性風險：人民幣商品可能沒有市場、人民幣商品變現基礎投資時可能導致重大損失、人民幣商品亦可能無法依據其商品文書所設時程予以變現，特別是在欠缺有效的次要市場、買賣價差大等情形。因此，閣下可能無法在到期日前變現您的投資，且在到期日屆至時，閣下回收金額可能低於投資總額。

Liquidity risk: There may be no market in RMB products, or in some cases it is possible that the RMB products may suffer significant losses in liquidating the underlying investments, or be unable to do so in the time frame envisaged by the product documentation, especially if such investments do not have an active secondary market and their prices have large bid/offer spreads. As a result you may be unable to realize the investments before maturity, or to recover the full amount of the investment at maturity.

贖回時無法收受人民幣之可能性：人民幣商品含有大量非以人民幣計價之基礎資產者，在贖回時可能無法完全以人民幣收回贖回金額。例如，發行人因為外匯管制及其他適用於人民幣之限制，而無法取得足額人民幣之情形。

Possibility of not receiving RMB upon redemption: For RMB products with a significant portion of non-RMB denominated underlying investments,

there is a possibility of not receiving the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

存款保障：在香港境外寄存之人民幣，不受香港存款保障計畫之保障。

Deposit protection: RMB deposits placed outside Hong Kong are not covered by the Hong Kong Deposit Protection Scheme.

流動性風險

LIQUIDITY RISKS

於特定時間、或在特定市場狀況下，閣下就閣下持有部位可能會難以或無法變現、評估其價值或決定其公平價格。若干股權證券或債券、若干貨幣市場金融商品，尤其是結構型債券或客製化金融商品，可能無法立即變現。市場交易者未必隨時準備就此等金融商品進行交易，且可能欠缺決定其現值之適當資訊。

At certain times or under certain market conditions, you may find it difficult or impossible to liquidate a position, to assess the value or to determine a fair price. Certain equity or debt Securities and money market instruments and, in particular, structured notes or customized products may not be readily realizable. There can be no certainty that market traders will be prepared to deal in them, and proper information for determining their current value may not be available.

場外交易

OFF-EXCHANGE TRANSACTIONS

在某些司法管轄區，及只有在特定情況之下，就特定金融商品允許進行場外交易。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。我們或我們的有聯繫者可能是閣下的交易對手。因此，場外交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，閣下在進行該等交易前，應先了解適用的規則和有關的風險。

In some jurisdictions, and only then in restricted circumstances, off-exchange transactions may be effected in respect of certain instruments. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. We or our associate may act as counterparties. For these reasons, off-exchange transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with Applicable Regulation and attendant risks.

新興市場與主權風險

EMERGING MARKETS AND COUNTRY RISK

所謂新興市場，係指依世界銀行之定義，其平均國民所得為中度或低度水準之國家內之市場。若干亞洲國家符合此定義。

Emerging markets are markets in countries with moderate to low per capita national income, according to the World Bank's definition. This applies, for example, to some Asian countries.

- (i) 根據過去經驗，新興市場國家內發生政治變動者，其影響資本市場之程度往往高於工業國家內政治變動對資本市場之影響程度。若干經濟政策措施，例如國有化措施、政府干預產業及貿易、或對所有權所設限制等，可能對外國投資人於新興市場之企業獲利前景造成重大影響。利率較高、或高度通貨膨脹率在新興市場內產生之影響，可能遠較此等因素在較為成熟之市場內可能產生之影響為嚴重。新興市場對商品價格走勢之依賴程度，可能是另一個額外的風險。

Experience has shown that political changes in emerging markets countries affect the capital markets more profoundly than the case in industrialized countries. Economic policy measures such as nationalization, government intervention in industry and trade, or limits on ownership rights may dramatically change corporate earnings outlook for foreign investors in emerging markets. The influences of higher interest rates or a high inflation rate can have much more serious consequences for emerging markets than would be the case in more mature markets. The dependence on price trends of commodities also represents an additional risk.

- (ii) 自然災害或武裝衝突可能隨處發生。此等事件通常會造成重大市場波動。成熟市場得以相當快之速度消化逆勢走向帶來之衝擊。相反地，新興市場之財政狀況受到衝擊後，其影響可能較為深遠、且較為長期。

Natural disasters or armed conflicts can occur anywhere. Such incidents usually result in considerable market volatility. In mature markets, setbacks are digested relatively rapidly. In contrast, financial conditions in emerging markets are generally more profoundly affected and over a longer period of time.

- (iii) 貨幣可能隨時產生大幅度波動；在此種情形，以當地貨幣為單位、或連結當地貨幣走勢進行各項投資者，該等投資之價值可能會受到不成比例之衝擊。

Currency fluctuations may be sudden and extreme, producing a disproportionate impact on the value of investments, which are usually denominated in or linked to the movements of local currency.

- (iv) 若干國家可能隨時對投資資金之匯兌及移轉，毫無預警地課與外匯限制，使其投資無法立即變現、或變現所得無法匯兌或移轉、或使此等變現、匯兌或移轉承受鉅額損失或全部損失。新興市場中，股票市場交易之結算，可能不盡符合各個立足於世界之金融中心所採標準。由於就結算、清算缺乏明確之標準化規範，訂單遲誤或交易失敗之情形可能造成若干損失。

Foreign exchange regulations in some countries may also impose restrictions on the exchange and transfer of invested funds, and may be imposed without warning, resulting in investments becoming incapable of immediate realization or the proceeds of realization being prevented from being exchanged or transferred except at a substantial loss or at total loss. The settlement of stock market transactions in emerging markets may not meet the norms of the established financial centers. Due to the lack of clear, standardized regulations for settling or clearing, delays in booking or failed trades with corresponding losses may occur.

- (v) 新興市場之改革或管制監督及立法，可能落後於成熟市場之發展；對商業實務運作、股票市場交易及發行人之獨立監管，可能不如成熟市場發達。透明性不夠之情形，將使扭曲市場之影響發生機會提高。此外，並非所有國家均設有成熟的法律系統及明確的標準與先例。在此等情形下，投資人可能無法在當地法院中主張其權利。

The reform or regulatory supervision and legislation in emerging markets may not always keep pace with developments in mature markets. Independent supervision of business practices, stock market dealings and issuers, may not be as developed as in more mature markets. Insufficient transparency means a greater likelihood of market-distorting influences. Moreover, not all countries have a mature legal system with transparent standards and precedents. Investors in such instances may have no guarantee that they will be able to assert their rights before local courts.

避險基金風險

HEDGE FUND RISKS

- (i) 某些避險基金常進行槓桿操作、賣空操作及其他涉及高度風險之投機性投資行為；欠缺流動性；無須對投資人定期提供定價或估價；無須與其他共同基金或共同投資計畫遵守相同規範要求；常索取高價手續費；且其基礎投資常不具透明性、而僅有投資經理人知悉其基礎投資。

Some hedge funds often engage in leveraging, short-selling and other speculative investment practices that involve a high degree of risk, can be illiquid, are not required to provide periodic pricing or valuation to investors, are not subject to the same regulatory requirements as other mutual funds or collective investment schemes, often charge high fees, and in many cases the underlying investments are not transparent and are known only to the investment manager.

- (ii) 任何基金之過去績效表現，均不必然代表未來績效結果。閣下應僅就其風險資本進行投資。避險基金係替代性投資產品，並非適用於每一個人，因為避險基金所衍生的風險不同於較為傳統的投資。不論對任何投資人而言，都不應將避險基金當成一個完整的投資規劃，且閣下應仔細考慮投資避險基金是否適合閣下本身之狀況、財務資源及整體投資規劃。

Past performance of any fund is not necessarily indicative of future results. You should only commit risk capital to a fund investment. Hedge funds are alternative investment products and are not for everyone as they entail risks that are different from more traditional investments. An investment in such a fund is not intended to be a complete investment program for any investor and you should carefully consider whether an investment in the hedge fund is suitable in the light of your own circumstances, financial resources and entire investment program.

- (iii) 投資避險基金前，閣下應知悉下列事項：

Before investing into hedge funds, you should be aware that:

- (a) 避險基金是投機性商品，且可能進行槓桿操作，因此閣下的報酬具有易變性。

Funds are speculative and may use leverage and as a result your returns may be volatile.

- (b) 避險基金僅有單一經理人時，該經理人享有完全的交易權限。單一經理人可能造成多樣性不足及較高風險。在組合基金之情形，基金經理人具有絕對權限決定投資數個子基金，無須向閣下披露。由於此等透明性風險，閣下完全無從監控基金所為之特定投資，亦完全無法知悉該基金對於子基金之投資是否符合該基金過去的投資哲學或風險程度。規劃之策略、策略之變更、及投資組合經理人變動，均不必然使投資人知悉。避險基金不適用任何披露要求。

With respect to single manager funds the fund's manager has total trading authority. The use of a single manager could mean a lack of diversification and higher risk. With respect to fund of funds, the fund's manager has complete discretion to invest in various sub-funds without disclosure thereof to you. Because of this lack of transparency, there is no way for you to monitor

the specific investments made by the fund or to know whether the sub-fund investments are consistent with the fund's historic investment philosophy or risk levels. Investors are not always informed about planned strategies, and changes to them, or of changes to portfolio managers. Hedge funds are not subject to any disclosure requirements.

- (c) 避險基金與傳統的共同投資不同，避險基金之流動性有限制，且一般而言，避險基金之贖回僅能在有限的時機為之，例如每月一次、每季一次、甚至僅得每年一次。相同地，投資人亦僅得在有限的時機投資避險基金。一般而言，避險基金的贖回通知期間長、閉鎖期間（投資人必須將其資本留在基金內之期間）也長。

Unlike traditional collective investments, hedge funds have limited liquidity and may generally only be redeemed at restricted times, such as once a month, quarterly or even only annually. Similarly, investors can normally only invest in a hedge fund at specific times. There are generally long notice periods for redemptions and long lock-up periods (during which investors are obliged to leave their capital in the fund).

- (d) 避險基金之權益，並無次要市場存在。權益之轉讓，受有若干限制。基金經理人認為權益之轉讓可能對基金造成不利的法律或稅捐影響時，可拒絕轉讓權益之請求。

There is no secondary market for the interests. Transfers of interests are subject to limitations. The fund's manager may deny a request to transfer if it determines that the transfer may result in adverse legal or tax consequences for the fund.

- (e) 避險基金單位之買賣指令在執行時，可能發生延誤，亦可能導致價格發生不利變動。投資人是否得執行其權利，不予保證。

Delays may occur, and unfavorable prices may result, when settling buy and sell orders for hedge fund units. There is no guarantee that investors will be able to enforce their rights.

- (f) 一般而言，避險基金經理人無須向任何主管機關取得執照，且大體上不受規範。尤其，避險基金與核准共同投資不同，不受限於多數投資人保障規範；此等保障規範包括流動性、隨時贖回基金單位、避免利益衝突、基金單位之公平價格、披露、融資限制等。

Hedge fund managers are not generally required to be licensed by any authority and are largely unregulated. In particular, hedge funds are not subject to the numerous investor protection regulations that apply to authorized collective investments. These include rules on liquidity, redemption of fund units at any time, avoiding conflicts of interest, fair prices for fund units, disclosure and limitations on borrowing.

由於此等規範不適用於避險基金，因此，避險基金可較傳統的核准基金進行更多的槓桿操作，並可進行傳統的共同投資不得承作的更為複雜的交易。避險基金可採取進取的策略，包括廣泛採用賣空操作、槓桿操作、換利、套利、衍生性金融商品及程式交易。避險基金之投資策略，多具有高度複雜性與極低的透明性。在避險基金的策略發生變動，因而可能顯著增加風險之情形，投資人所接收之資訊常屬有限、甚至完全沒有資訊，或僅在晚期才接收相關資訊。

Since these rules do not apply to hedge funds, they can use much more leverage than traditional authorized funds, and engage in complex investment transactions that are not permitted for traditional collective investments. A hedge fund is allowed to adopt aggressive strategies, including the widespread use of short selling, leverage, swaps, arbitrage, derivatives and program trading. Their investment strategies are often highly complex and very lacking in transparency. The investor will often receive little or no information about changes of strategy that may lead to a significant increase in risk, or receive such information only at a late stage.

避險基金在投資策略上，可使用期貨、期權及換利等衍生性金融商品，不論此等衍生性金融商品是否有掛牌交易。此等衍生性金融商品之價格可能具有高度易變性，因此導致避險基金具有發生損失的高度風險。投資衍生性金融商品部位時，通常僅要求低額保證金，因此，可能有高度的融資操作。衍生性金融商品合約價格發生相對較小的變動時，可能導致避險基金發生與寄存為擔保品之資金相較下高度獲利或損失，也因此，可能導致超過保證金數額的不可預期的損失。

As part of their investment strategy, hedge funds can also use derivatives such as futures, options and swaps that may be listed on an exchange but do not have to be. These instruments may be subject to significant price volatility, resulting in a high risk of loss for the fund. The low margins typically required to build up a position in such instruments mean that high levels of borrowing can be used. Depending on the instrument, a relatively small change in the price of the contract can therefore lead to a large profit or loss in comparison with the capital lodged as collateral and hence to further, unforeseeable losses that can exceed any margin cover.

綜合交易所買賣基金 (ETF) 及相關商品

SYNTHETIC EXCHANGE-TRADED FUNDS (ETFs) AND RELATED PRODUCTS

交易所買賣基金之主要目標在追蹤一個基礎指標或一組資產之績效表現。交易所買賣基金在本質上含有額外的風險，而該等風險可能並非投資人所能立即了解。以下列舉交易所買賣基金之風險，有部分係因交易所買賣基金本質上所致；此處所列風險並非其全部風險，但閣下仍應予以了解：

The principal objectives of ETFs are to track the performance of an underlying index or group of assets. ETFs may carry additional risks which derive from the nature of the product and which may not be immediately obvious to the investor. In particular, although this is not intended to be a definitive disclosure of all possible risks, you should consider the following risks which may be inherent in the nature of ETFs:

- (i) **市場風險**：投資人暴露之風險，包括政治、經濟、貨幣及其他與綜合交易所買賣基金之基礎指標相關之風險。
Market risk: Investors are exposed to the political, economic, currency and other risks related to the synthetic ETF's underlying index.
- (ii) **交易對手風險**：綜合交易所買賣基金對衍生性金融商品進行投資、藉以複製指標績效表現者，投資人所暴露之風險，除指標相關之風險外，亦包括發行衍生性金融商品之交易對手之信用風險。此外，亦應考量衍生性金融商品發行人之感染風險及集中風險（例如，因為衍生性金融商品多由國際金融機構發行，綜合交易所買賣基金其中一個衍生性金融商品之交易對手之倒閉，可能對該綜合交易所買賣基金其他衍生性金融商品之交易對手造成骨牌效應）。若干綜合交易所買賣基金有擔保品，進而降低交易對手風險，但在綜合交易所買賣基金意欲變現擔保品時，亦可能發生擔保品市場價值顯著降低之風險。
Counterparty risk: Where a synthetic ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-on" effect on other derivative counterparties of the synthetic ETF). Some synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the synthetic ETF seeks to realise the collateral.
- (iii) **流動性風險**：綜合交易所買賣基金所涉衍生性金融商品欠缺有效的次級市場時，則該等綜合交易所買賣基金即具有較高度的流動性風險。衍生性金融商品的買賣價差擴大時，亦可能導致損失。
Liquidity risk: A higher liquidity risk is involved if a synthetic ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses.
- (iv) **追蹤錯誤**：綜合交易所買賣基金的績效表現可能與其基礎指標之績效表現發生不一致之情形，其理由包括：追蹤策略失敗、貨幣差異、相關費用等。
Tracking error: There may be disparity between the performance of the synthetic ETF and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.
- (v) **折價或溢價交易**：綜合交易所買賣基金之指標/市場難以追蹤時，可能使綜合交易所買賣基金之發行或贖回價格難以與其淨資產價值一致，因而可能導致綜合交易所買賣基金以高於或低於淨資產價值之價格進行交易。以溢價購買綜合交易所買賣基金，可能無法在終止時取回其溢價部分。
Trading at a discount or premium: Where the index/market that the synthetic ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the synthetic ETF in line with its net asset value (NAV) may be disrupted, causing the synthetic ETF to trade at a higher premium or discount to its NAV. Investors who buy a synthetic ETF at a premium may not be able to recover the premium in the event of termination.

本投資風險披露聲明書所披露者，不必然係交易之全部風險與重大事項。建議閣下在承作任何交易前，先行詳閱相關交易之條款與條件，並先行向適當之獨立財務、稅務、法務或其他顧問進行必要諮詢。閣下應考慮到與每一筆交易、任何適用規範、簽訂之每一筆交易所涉風險相關的全部事項以及閣下自身的情況，自行進行分析並作出決定。做成任何投資決定前，閣下應完全了解交易之經濟風險、內容及法律、稅務、會計之特點及後果，並應自行決定該投資係符合閣下目標，且閣下願意承擔相關風險。

THIS INVESTMENT RISK DISCLOSURE STATEMENT DOES NOT NECESSARILY DISCLOSE ALL THE RISKS AND SIGNIFICANT ASPECTS OF THE TRANSACTIONS. YOU ARE ADVISED TO CAREFULLY STUDY THE TERMS AND CONDITIONS OF THE RELEVANT TRANSACTION AND SEEK INDEPENDENT FINANCIAL, TAX, LEGAL OR OTHER ADVICE, AS APPROPRIATE IF NECESSARY, BEFORE ENTERING INTO ANY TRANSACTION. YOU SHALL CONDUCT YOUR ANALYSIS OF AND MAKE DECISIONS HAVING REGARDING TO ALL MATTERS RELATING TO EACH TRANSACTION AND ANY APPLICABLE REGULATIONS, AND THE RISKS INVOLVED IN ENTERING INTO EACH TRANSACTION AS WELL AS YOUR OWN CIRCUMSTANCES. PRIOR TO MAKING ANY INVESTMENT DECISION, YOU SHOULD FULLY UNDERSTAND THE ECONOMIC RISKS AND MERITS AS WELL AS THE LEGAL, TAX, ACCOUNTING CHARACTERISTICS, CONSEQUENCES OF THE TRANSACTION AND MAKE YOUR DETERMINATION THAT THE INVESTMENT IS CONSISTENT WITH YOUR OBJECTIVES AND THAT YOU ARE ABLE TO ASSUME THE RISKS.

B 部分：關於複雜產品之警告聲明書

PART B: WARNING STATEMENT IN RELATION TO COMPLEX PRODUCTS

「複雜產品」係指由於其結構複雜，故按合理預計個人投資者不太可能理解其條款、特點及風險之投資產品。一項產品是否屬於「複雜產品」將根據下列因素加以確定：

A "complex product" is an investment product whose terms, features and risks are not reasonably likely to be understood by a retail investor because of its complex structure. Whether a product is a "complex product" will be determined based on the following factors:

- (i) 該投資產品是否為衍生產品；
whether the investment product is a derivative product;
- (ii) 該投資產品按公開可得之價格是否存在二級市場；
whether a secondary market is available for the investment product at publicly available prices;
- (iii) 個人投資者能否就該投資產品獲得充分且透明的資訊；
whether there is adequate and transparent information about the investment product available to retail investors;
- (iv) 是否存在損失超出投資金額之風險；
whether there is a risk of losing more than the amount invested;
- (v) 該投資產品是否有任何特點或條款會從根本上改變投資的性質或風險或投資回收情況，或者含有多個變量或複雜的公式用以確定其回報；及
whether any features or terms of the investment product could fundamentally alter the nature or risk of the investment or pay-out profile or include multiple variables or complicated formulas to determine the return; and
- (vi) 該投資產品是否有任何特點或條款會導致投資缺乏流動性及/或難以估值。
whether any features or terms of the investment product might render the investment illiquid and/or difficult to value.

風險警告：

RISK WARNING:

如果我們已確定並向閣下指明投資產品是「複雜產品」，閣下在決定是否投資於此類「複雜產品」時應始終謹慎行事。除非閣下了解該投資產品及其固有風險，並根據閣下的財務狀況、投資經驗和投資目標確定該產品適合於閣下，否則閣下不應投資於該產品。除非任何此類複雜產品保本，否則閣下遭受的損失或會超出閣下的投資本金金額。即使「複雜產品」已獲香港證券及期貨事務監察委員會審核及認可，該等認可並不同於對相關產品作出推介或認許，亦不是對該產品的商業利弊或表現作出保證。就此類「複雜產品」提供的任何過往表現亦不可視作其未來表現的指標。投資收益很可能會有波動。某些「複雜產品」將僅提供給專業投資者。

Where we have identified and indicated to you that an investment product is a "complex product", you should always exercise caution in deciding whether to invest in such "complex product" and you should not invest in such investment product unless you have understood the product, its inherent risks and have determined that it is suitable for you in view of your financial situation, investment experience, and investment objectives. Unless any such complex product is principal protected, **YOU MAY LOSE MORE THAN YOUR PRINCIPAL INVESTMENT AMOUNT. EVEN WHERE THE "COMPLEX PRODUCT" HAS BEEN REVIEWED AND AUTHORIZED BY THE HONG KONG SECURITIES AND FUTURES COMMISSION, SUCH AUTHORIZATION IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE PRODUCT NOR DOES IT GUARANTEE THE COMMERCIAL MERITS OF THE PRODUCT OR ITS PERFORMANCE. ANY PAST PERFORMANCE PROVIDED IN RELATION TO SUCH "COMPLEX PRODUCT" IS ALSO NOT INDICATIVE OF ITS FUTURE PERFORMANCE. INVESTMENT RETURNS ARE LIKELY TO FLUCTUATE.** Certain "complex products" will only be made available to professional investors.