

**AGREEMENT FOR
CONSUMER BANKING SERVICES**

零售銀行服務協議

Agreement for Consumer Banking Services

Contents page

Section	Heading	Page
A	General Terms	2
B	Current, Savings and Deposit Accounts	14
C	Dual Currency Investment	24
D	Interest/Currency Linked Structured Deposit	26
E	ATM Services	30
F	Investment and Custodian Services	
	Part One - General	32
	Part Two - Investment Services	34
	Part Three - Foreign Exchange Trading and Other Transactions	39
	Part Four - Custodian Services	46
	Part Five - Other Services	49
G	Telephone Instructions	50
H	Facsimile Instructions	52
I	Short Term Advances and Credit Facilities	53
J	The Bank's Data Policy	54
K	Definitions and Interpretation	54

NOTE: Please read the following Agreement carefully - it contains the terms of the contract between you and AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED, HONG KONG BRANCH

AGREEMENT FOR CONSUMER BANKING SERVICES

SECTION A

GENERAL TERMS

Introduction

- A1.1 This Agreement contains the general terms and conditions governing the provision of consumer banking or other services by Australia and New Zealand Banking Group Limited, Hong Kong Branch and shall govern and apply to all accounts or sub-accounts (“**Account**”) howsoever described (whether present or future and of a deposit, investment, borrowing or leveraged nature) opened or to be opened from time to time by you with the Hong Kong branch of Australia and New Zealand Banking Group Limited, Hong Kong Branch (“**Bank**”) and shall be read in conjunction with your Account Opening Application (“**Account Opening Application**”) for opening of the Account with the Bank.
- A1.2 These terms and conditions contained herein shall apply to each of the services provided by the Bank. In the event of a conflict or discrepancy between such terms and conditions and the specific terms applicable to a specific service, those for the specific service shall prevail. In the event of conflict or discrepancy between Section A and other Sections, the latter shall prevail except where it is expressly stated otherwise.
- A1.3 “**You**”, “**Customer**” and “**Account Holder**” mean each party or person that completes the Account Opening Application and includes any personal representative or lawful successor of such party or person and, where the context permits, includes any Authorised Signatories or Attorney; and if more than one, the provisions of this Agreement are jointly and severally binding on each of you.
- A1.4 Definitions of certain terms used in this Agreement are set out in Section K.

Duty of Care of the Bank

- A2.1 When executing Instruction and when performing all other agreements and transactions with the Customer, the Bank shall exercise due care and in doing so the Bank shall take into account the Customer’s interests to the best of its ability subject to the terms and conditions herein contained.

Availability of Services

- A3.1 Consumer banking services and other services that you request will be made available to you after completion of the Account Opening Application and any other documentation required by the Bank. All Account Opening Applications requests for services will be subject to the Bank’s acceptance, which will be deemed to occur upon the opening of the relevant Accounts for the requested service. The continued availability of any service shall be subject to the Bank’s consent, in its sole discretion, and to the fulfillment by you of such conditions as the Bank may require.
- A3.2 The Bank may introduce new services from time to time. New terms and conditions governing such services may be introduced and shall be notified in writing to you. Such terms and conditions shall be binding on you upon your utilization of such services notwithstanding non-receipt of any such notification by you.
- A3.3 (For sole, joint accounts and partnership accounts) Each time you request or utilize a service, you represent, warrant and confirm that you are the [ultimate] beneficial owner of and have full authority to deal with the funds, Investments and property in your Accounts. You further represent, warrant and confirm that you are acting as principal and not as agent for any other person. You undertake to inform the Bank forthwith in writing if the foregoing representation is or becomes untrue due to change of circumstances or otherwise.
- A3.4 (For trust accounts) Each time you request or utilize a service, you represent, warrant and confirm that you have the requisite power and authority to deal with the funds, Investments and property in your Accounts. You further represent, warrant and confirm that such power and authority is unconditional and has not been revoked. You undertake to inform the Bank forthwith in writing if any of the foregoing representation(s) is/are or become untrue due to change of circumstances or otherwise.

Joint Account

- A4.1 For joint Account, this Agreement is jointly and severally binding on each of you (“**Joint Account Holder**”) irrespective of any lack of validity or enforceability with regard to the death or incapacity or bankruptcy or liquidation of any other Joint Account Holder. No Joint Account Holder shall be entitled to enforce any rights or remedies under the Joint Account or otherwise until all liabilities of any other Joint Account Holders to the Bank have been fully satisfied.
- A4.2 Remittances received in favour of a Joint Account Holder alone may automatically be credited to the Joint Account unless the Bank has received specific Instruction to the contrary.

- A4.3 The Bank's obligation to notify the Joint Account Holders shall be discharged if the Bank simply notifies any of them.
- A4.4 The Bank may, without prejudice to any rights and remedies against any of the Joint Account Holders, settle or vary the liability of or grant time or other indulgence to any of them.
- A4.5 This Agreement shall not be terminated by the death or incapacity of any of the Joint Account Holders or by any other causes but shall remain in full force for the surviving Joint Account Holders. If one of the Joint Account Holders should die, the Account is regarded as belonging to the survivor(s) without prejudice to any right the Bank may have in respect of any such monies, securities, deeds or other articles arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the survivor(s). Notwithstanding any terms herein to the contrary, in the event of death of a Joint Account Holder, the Bank is entitled to refuse to permit any withdrawals from, or operation of, the Account until it has received such evidence that any estate duty or other duty or tax payable on such Account has been paid and/or to initiate interpleader proceedings in the event of any conflicting claim.
- A4.6 Any automatic disposal or standing Instruction in respect of the operation of the Account will cease to have any effect upon the notification in writing to the Bank of the death, insanity, incapacity, bankruptcy or liquidation of any of the Joint Account Holders.
- A4.7 Should the Bank at any time be given any notice by any one or more of the Joint Account Holders, which is in disaccord with the requests and/or Instruction of any other Joint Account Holders, the Bank shall be entitled but not bound to close all the Joint Accounts and/or to take such action as it deems fit.
- A4.8 The above provisions contained in this Clause shall govern the legal relationship between the Joint Account Holders (on the one hand) and the Bank (on the other hand) exclusively, irrespective of the internal relationship between the Joint Account Holders themselves or their successors, and regardless, in particular, of their respective rights of ownership of the assets in the Joint Account.

Partnership

- A5.1 Where you are a partnership, the terms "**you**" shall also include each of the partners. All partners for the time being of any partnership shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred to the Bank by you or any of you whether in the name of or on behalf of the partnership or otherwise.
- A5.2 You agree and undertake that you shall, upon any change (a) in the partners of the partnership (whether by retirement, death, bankruptcy or admission of new partner(s)) or (b) in the name of the partnership firm, immediately give written notice thereof to the Bank and until the time of the Bank's actual receipt of such notice, the partners of the partnership firm on record with the Bank shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the partners of the partnership and name of the partnership firm have remained unchanged and the Bank shall be entitled to act accordingly and all the terms and conditions hereof and authorities given to the Bank howsoever in relation to the Account shall continue to be binding and of full effect irrespective whether or not such change has in fact occurred and put on record with the Business Registration Office or any other relevant government department(s) or authorities.
- A5.3 In the event of any one or more of you ceasing to be a partner of the partnership firm by death, incapacity, retirement, bankruptcy or otherwise, the Bank shall be entitled and is authorised to treat the surviving or continuing partner(s) for the time being as having full power and authority to carry on business of the partnership firm and deal with all its assets as freely as if there had been no change in the partners of the partnership or the partnership firm and anything done pursuant to the request/Instruction of such surviving or continuing partner(s) shall be conclusively binding on all of the partners and their respective estates and personal representatives, including the one or more of the partners who shall have so ceased to be a partner or partners.
- A5.4 In the event of any partner ("**Outgoing Partner**") ceasing to be a member of the partnership firm by death or otherwise and irrespective of whether or not notice of such cessation shall have been given to the Bank, insofar as the liability of the Outgoing Partner and/or his estate is concerned, a new or separate Account shall be deemed to have been opened by the partnership firm with the Bank immediately and as from and after such time all payments in any Account made by the partnership firm to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed to the credit of the new or separate Account and shall not go in reduction of the amount due by the partnership firm to the Bank.

- A5.5 Any security or other property deposited in the name of the partnership may be withdrawn and any monies may be borrowed from the Bank in the name of or on behalf of the partnership and may be secured in any manner upon any securities, monies or properties of or deposited in the name of the partnership by the Authorised Signatories and each of you shall be jointly and severally responsible for the repayment of such monies with interests, costs, charges and expenses.

Trust Accounts

- A6.1 If an Account is opened in your name "acting as trustee for" a person, it will be considered to be a Trust Account.
- A6.2 The trustee can withdraw money and otherwise operate or close the Account at any time but may not utilise the Account as security for the trustee's personal borrowings or, if the beneficiary is a minor, enter into transactions into which the minor would not be competent to enter into subject to any prevailing laws and regulations. If a trustee dies, the surviving trustee(s) shall operate the Account when it is a Joint Account. When there is no surviving trustee, the personal representative of the previous trustee shall be entitled to operate the Account.
- A6.3 If you open or maintain the Account for and on behalf of your clients in your capacity as solicitors or accountants for such clients, you shall provide the Bank with the information pertaining to your clients and if due to the confidential nature of such information you are not authorised to disclose it to the Bank, you shall furnish the Bank with an undertaking in form and substance satisfactory to the Bank that you have done due diligence on your clients and that you shall forthwith provide any information pertaining to the Account and your clients requested through the Bank by any relevant agency or authority. You understand that in co-operating with the examination or investigation by any relevant agency or authority, the Bank has no obligation to ascertain or enquire into the purpose for which such information about the Account or your clients is requested.
- A6.4 Without prejudice to the generality of the foregoing, you shall immediately upon the Bank's request and within 2 Business Days (or such other time period as may be specified by the Bank) provide to the Bank and/or the Regulators information (including, without limitation, details of identity, occupation, contact details and/or in the case of a corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information) relating to the ultimate beneficial owner(s) of any Account and/or the person ultimately responsible for the giving of Instructions in relation to any Transaction or in relation to any dealings with the funds, Investments and property in the Accounts.
- A6.5 If you effect any Transaction for a collective investment scheme, discretionary account or trust, you shall:
- (a) immediately upon the Bank's request and within 2 Business Days (or such other time period as may be specified by the Bank) provide to the Bank and/or the Regulators the name, address and contact details of such scheme, account or trust and, if applicable, the identity, address, occupation or business structure and contact details of the person who, on behalf of such scheme, account or trust, ultimately originated the instruction to you to effect the Transaction; and
 - (b) as soon as practicable, inform the Bank when your discretion or power to invest on behalf of such scheme, account or trust has been overridden, revoked or terminated. In such a case, you shall, immediately upon the Bank's request and within the time specified by the Bank, provide to the Bank and/or the Regulators the identity, address, occupation and contact details of the person who has given such overriding instruction or notice of revocation or termination.
- A6.6 If you do not know the information referred to in clauses A6.4 and A6.5 above, you confirm that:
- (a) you have arrangements in place which would entitle you to obtain and provide to the Bank and/or the Regulators upon request all such information within 2 Business Days;
 - (b) you shall, upon the Bank's request immediately obtain all such information from any relevant third party, and provide that information to the Bank and/or the Regulators within 2 Business Days or such other longer or shorter time period as may be specified by the Bank; and
 - (c) the Bank may, pending receipt by it and/or by the Regulators of such information, or if such information is not received within 2 Business Days or such other longer or shorter time period as may be specified by the Bank, decide in its absolute discretion, not to act (even if this may result in any loss) or give effect to any Instruction at any time and/or to suspend or terminate the effecting of any Transaction or the operation of any Account.
- A6.7 Clauses A6.4 - A6.6 shall survive termination of this Agreement.

Instruction

- A7.1 All Instruction to the Bank must be given in the manner indicated on the Account Opening Application and as provided for in this Agreement. Any change concerning the signatories will be effective upon the Bank's receipt of your written notification.
- A7.2 You may give Instructions orally or by telephone or facsimile as permitted by the Bank from time to time. In giving telephone Instruction, you agree to comply with those terms set out in **Section G**, and in giving facsimile Instruction, you agree to comply with those terms set out in **Section H**. At the Bank's request, such Instruction shall be confirmed by you in accordance with the Bank's prevailing procedure. Notwithstanding any terms hereto or otherwise to the contrary, the oral, phone or facsimile Instruction of any of the persons you authorise to give such Instruction may be accepted by the Bank as being sufficient to operate an Account that requires the signatures of more than one person for written Instruction.
- A7.3 An Instruction is effective until countermanded by a further revocatory Instruction. The Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial Instruction. If the Bank receives two or more Instructions which it considers to be inconsistent, it may (but is not obliged to) seek clarification from you before acting on any of the Instruction or act upon any Instruction as it thinks fit.
- A7.4 The Bank may but shall not be obliged to use any means to verify any Instruction including calling any person designated as a signatory or requesting any other documentation or sending written advices confirming execution of any Transaction following any Instruction.
- A7.5 The Bank may, in its discretion and without giving any reason, refuse to comply with any Instruction. The Bank shall not be under any duty to assess the prudence or otherwise of any Instruction. If the Bank determines that any of your Instruction or other circumstances might expose or lead (whether directly or indirectly) to loss and expense to the Bank, it has the right to suspend the operation of any or all of the Accounts; and/or to require an indemnity from you before continuing to operate the Account(s) or complying with the Instruction.
- A7.6 You acknowledge and agree where relevant in respect of any Transaction under this Agreement that because of physical restraints on the exchanges, associations and markets rapid changes in prices of Securities and currencies or for any other reasons, there may be occasions where there is a delay in dealing and you acknowledge and accept that the Bank may not always be able to buy or sell at prices quoted at any specific time. You agree in any event to accept and be bound by all actions taken by the Bank when any Instruction is given to the Bank to buy or sell. You agree that the Bank shall not be liable to you in any way in the event the Bank is unable to carry out any of your orders or Instruction as a result of circumstances arising beyond the Bank's control.
- A7.7 Notwithstanding other mode of giving Instructions as permitted by the Bank from time to time, the Bank may permit access to and withdrawal or transfer of funds from your Accounts or other linked Accounts through the use of an access card or a personal identification number or other identification method(s) as designed by the Bank at or through an appropriate terminal or other electronic medium like telebanking service or interactive voice response.

Power of Attorney

- A8.1 You may only appoint another person ("**Attorney**") by way of a Power of Attorney in the form prescribed by the Bank to give Instruction regarding your Accounts. All acts of the Attorney are fully binding on you and the Bank is to be indemnified and held harmless by you in relation to and against all acts done by or defaults (including fraud) of the Attorney.
- A8.2 The Attorney shall have no power or authority to change the signing arrangement of any Account.
- A8.3 If the Account Holder comprises more than one party, each of them must appoint the same person as the Attorney and each of them shall be entitled to revoke the authority of the Attorney individually and independently.
- A8.4 The Bank shall be entitled to treat the authority of the Attorney as valid and subsisting until the Bank shall have received actual notice in writing from the Account Holder revoking such authority and, for the avoidance of doubt, (i) the Bank is entitled to ignore and disregard any notice of revocation of such authority not in the form of writing duly signed by Account Holder; and (ii) notwithstanding death of the Account Holders or any one of them, the authority of the Attorney is still valid and subsisting unless and until the Bank has received actual notice of such death.

Communication

- A9.1 Each communication given by you to the Bank shall be clear and unambiguous, state any relevant Account and shall be addressed to the relevant department of the Bank for which the communication is intended, and shall be effective only upon receipt by the Bank. The Bank is not obliged to verify the accuracy of the information contained in any communication.

- A9.2 Any correspondence from the Bank may be delivered personally, by post, telex, fax or by other means as the Bank deems fit to the relevant address or number designated by you on the Account Opening Application, or to such other address or number as you notify in writing to the Bank from time to time. Any notice or demand and all other correspondence by the Bank shall be deemed to have been given if addressed to you (or your trustee in bankruptcy or legal personal representatives or your receiver or liquidator) at such address as may be notified in writing by you or on your behalf or appear in the Bank's records as your last known address. Any notice or demand and all other correspondence from the Bank delivered personally shall be deemed to have been given at time of delivery. Any notice or demand and all other correspondence from the Bank dispatched by letter shall be deemed to have been given immediately after posting notwithstanding the fact that the letter may be returned through the post office undelivered. Any notice or demand and all other correspondence sent by telex by the Bank with answer-back or by facsimile shall be deemed to have been given at the time of transmission. Any communication by the Bank by way of electronic mail is deemed to have been given at the time of its transmission.

Withdrawals

- A10.1 The Bank will only accept withdrawal Instruction that are satisfactory to the Bank in both form and substance. Other than cash, all cheques and other monetary instruments deposited will be available when the Bank has received written authenticated advice of final clearance or settlement. The rules of any clearing system in the money centre(s) through which funds are cleared will be binding on you.
- A10.2 The Bank reserves the right not to make any payments in excess of the funds available in an Account. Any excess will be considered a loan payable on demand, and be subject to a rate of interest customarily charged by the Bank for similar loans as determined by the Bank from time to time.
- A10.3 You may request withdrawals denominated in specific currencies, but the Bank reserves the right to make payment in the currency in which the relevant Account was opened. Payments by the Bank may be made by cheque, credited to an Account or as otherwise agreed.
- A10.4 The Bank reserves the right not to accept cheques and other instruments payable to third parties and endorsed to you. The Bank may in its discretion refuse withdrawals to be credited to third parties; if permitted, such withdrawals shall be subject to such additional terms the Bank considers appropriate.

Statement of Accounts

- A11.1 The Bank will keep records of all Transactions it carries out for your Accounts. The Bank may provide you with periodic statements and advices. You shall examine all statements and advices as soon as you receive them and if you do not receive them within 7 days of the date on which you would normally expect to receive them, you shall immediately notify the Bank and request for a copy. Except for discrepancies of which you notify the Bank within 90 days from the date of such statements or advices, the Bank's records will be deemed correct and binding on you (subject to the Bank's right to adjust, which may be exercised by the Bank at any time, any entries in the Account or details in the statement where they have been wrongly or mistakenly made by the Bank).
- A11.2 Nothing contained in the preceding sub-clause shall affect your right in relation to:
- (a) unauthorised transactions arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
 - (b) unauthorised transactions arising from forgery, fraud, default or negligence of the Bank's employee, agent or servant.

Use of the Services of Third Parties & Outsourcing

- A12.1 The Bank may employ or utilize correspondents, agents, brokers, nominees, sub-custodians, depositories, advisers, bankers, dealers, attorneys, managers and any branch or affiliate of the Bank and delegate to any such third party the performance of the Bank's duties and exercise of the Bank's rights or otherwise for the purpose of this Agreement. The Bank may appoint any such third party to take delivery and to be registered as proprietor of any of the Customer's property, in each case in any part of the world, and may pay for their respective services out of the funds and property in the Accounts. The Bank shall use due care in the selection of such third parties but, subject to clause A.20, shall not otherwise be liable for the acts or omission of any such third party or any loss or damage incurred by you or any other person in connection with the use or appointment of or delegation to such third party.
- A12.2 The Bank may outsource some part of its operation such as (without limitation) back office or data processing to other parts of its global organisation or to independent third parties in Hong Kong or any part of the world on such terms as the Bank may, in its absolute discretion, consider appropriate. You hereby expressly agree and give your consent to such outsourcing arrangement.

Fees Charges & Minimum Balance Requirements

- A13.1 The fees and charges for the services provided by the Bank will be in accordance with the Bank's policy in effect and notified to the Customer from time to time. You agree that the Bank may debit such fees and charges as well as all reasonable expenses including commissions and brokerage for its services from the Account. Unless prior notice has already been given, the Bank shall inform you of the amount of charges debited to an Account promptly after any such fees and charges are debited except in the case of any Account which is dormant, the Bank shall provide you with 14 days' notice when a charge accrues on such Account for the first time.
- A13.2 The Bank may receive benefits from any fees payable to any members or affiliates of ANZ in respect of Transactions effected under this Agreement.
- A13.3 The Bank may retain for its own benefit and account such portion of the interest, profits and/or gains that may be derived from the funds and property of the Customer by taking certain spreads or otherwise.
- A13.4 The Bank may impose minimum balance requirements on any Account and charge a service fee for any period in which the balance falls below the minimum required.
- A13.5 The Bank has the right to change the fees and charges and will give at least 30 days' notice of such change to you if you will be affected by it.

Payments

- A14.1 The Bank's certificate as to any sums payable by you under this Agreement or any of the services and any other certificate, determination, notification or opinion provided for in this Agreement shall be binding and conclusive save for manifest error.
- A14.2 Payments due from you to the Bank in connection with the services shall be made at such times, in such amounts and to such Accounts as the Bank may specify. All payments by you shall be made in full, without set-off or counterclaim and free and clear of any deductions or withholdings on account of any tax or otherwise. If you are obliged by law to deduct or withhold any sum from any payment due to the Bank, you shall increase the amount of the payment so that the net amount received by the Bank shall equal the amount due. The Bank may charge interest in respect of any sums due to the Bank and unpaid at such rates as the Bank may reasonably determine until all such sums are fully repaid, as well before as after judgment (to the extent permitted under the applicable law).
- A14.3 The Bank may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities. If at any time any local or foreign government agency or revenue authority requires the Bank to make a deduction or withholding on any payment due to you, you agree to immediately reimburse the Bank for the amount of any such deduction or withholding, including authorising the Bank to deduct such amounts from your account. You will indemnify the Bank against any loss the Bank suffers or cost the Bank incurs as a result of such deduction or withholding.
- A14.4 Every payment received for an Account in a currency other than the currency of the Account may be converted by the Bank at such rate of exchange as it determines into the currency of the Account for credit to such Account and you shall bear the cost of such conversion.

Authority of the Bank in Connection with this Agreement

- A15.1 The Bank may take such actions as it considers necessary or desirable to permit it to perform its duties and exercise its rights and discretion under this Agreement and to comply with the provisions of any applicable laws or regulations.
- A15.2 The Bank may execute currency exchange transactions on behalf of the Customer. Unless otherwise agreed, the exchange rate applicable shall be determined by the Bank.
- A15.3 The Bank may but shall not be obliged to, if it determines that because of political, economic, military, legislative, fiscal or other circumstances in which the funds and property of the Customer may be adversely affected, or if it appears to be in the Customer's best interests, take action to appoint a successor in another jurisdiction, transfer the funds and property to another jurisdiction, change the governing law(s) of this Agreement or take any other actions that it considers expedient.

Telephone Recording

- A16.1 The Bank shall be entitled and you hereby consent to the Bank, in such circumstances as the Bank in its discretion considers appropriate and without any or further notice to you, to record in any convenient form all or any telephone conversations between you, your Authorised Signatories or your Attorney and the Bank. You agree that such recordings shall be admissible in evidence in any proceedings.

Right of Set-off, Lien, Margin & Power of Sale

- A17.1 In addition to any rights the Bank may be entitled to by law or otherwise, the Bank is entitled at any time without notice (as well before as after demand) to combine, consolidate or merge all or any of your Accounts with Australia and New Zealand Banking Group Limited, Hong Kong Branch held at the Bank or any of its other branches or its subsidiaries wherever located including Accounts, in the name of the Bank or of yours jointly with others (whether savings current deposit loan or of any other nature whatsoever and whether subject to notice and notwithstanding that any fixed deposit has not matured or any of the conditions applicable to any Account or fixed deposit have not been satisfied) and/or to set-off or transfer any sum standing to the credit of any one or more of such Accounts in or towards satisfaction of any money obligations or liabilities of you to the Bank whether such liabilities be present future actual contingent primary collateral several or joint and until all contingent liabilities shall have been fully discharged and satisfied the Bank may retain such monies as the Bank in its absolute discretion may consider necessary to meet such obligations or liabilities on maturity. If any of such liabilities is in a different currency from the credit amounts in your Account, the Bank may effect any necessary conversion, at such rate of exchange as it may conclusively determine, in order to exercise the Bank's right of set-off.
- A17.2 The funds and property in the Accounts shall further be deemed to have been automatically set-off against the liabilities immediately prior to the occurrence (whether or not such occurrence is known to the Customer or the Bank) of any event which may otherwise affect the Bank's right to effect a set-off including: -
- (a) any assignment or charge on or any dealing in respect of the funds and property in the Accounts except in favour of the Bank; or
 - (b) an order of any court directing payment by the Bank to a third party, or attaching or garnishing the funds and property in any of the Accounts; or
 - (c) a bankruptcy or winding-up petition or other similar process is presented or a resolution is passed to effect the same, in relation to the Customer; or
 - (d) upon the crystallisation of any floating charge created by you and/or over your property, assets or undertaking.
- A17.3 The Bank shall inform you promptly after exercising any rights of set-off.
- A17.4 The Customer may not create or permit any encumbrance or third party interest over or against any of the Accounts or over any funds and property in any such Accounts without the Bank's express prior written consent.
- A17.5 The repayment of monies held by the Bank for the purpose of providing cash cover or margin is conditional on the Bank having received payment in satisfaction of all your Indebtedness to the Bank.
- A17.6 The Bank shall have and is authorised to exercise a lien over all funds and property (including but not limited to your Investments) and all documents and instruments of the Customer which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell any or all of them without further notice to the Customer to satisfy any Indebtedness of the Customer to the Bank.
- A17.7 All the above rights of the Bank set out above in this Clause shall be in addition to and not in substitution for any other right of set-off, lien or sale which may be available to the Bank at law.

Assignment

- A18.1 You shall not assign or transfer all or any of your obligations, rights, interest or benefit in or to any of the Accounts without the Bank's prior written consent. The Bank may assign all or any of its rights, or transfer all or any of its rights and obligations, under or in respect of this Agreement to any person without your consent.

Multiple Roles of the Bank

- A19.1 The Bank may act on behalf of the Customer even though the Bank may have a potential conflict of duty or interest. The Bank may have banking relationships with companies whose Securities are held as investments, and officers and directors of the Bank may be directors of such companies.

Limitation of Liability and Indemnity

- A20.1 Unless expressly provided otherwise, the Bank does not act and has no duty to act as a trustee or fiduciary of the Customer and the Bank shall not be regarded as a trustee or fiduciary of the Customer by virtue of this Agreement or the services provided hereunder. For the avoidance of doubt, the Bank will have no duty or responsibility to maintain insurance for the Customer's benefit.

- A20.2 The Bank shall not, in any event, be liable for indirect, consequential or special damages of any nature for any reason whatsoever in connection with any Account or any matters relating hereto.
- A20.3 The Bank shall not under any circumstances be liable to you in respect of any loss, damage or injury (except for death or personal injury) sustained or liability incurred by you by reason of any act, statements (express or implied), defaults or omission of an employee agent or representative of the Bank unless due to negligence, wilful default or fraud. The Bank's liability shall in such event not exceed the market value all relevant funds or property held by the Bank for the Customer at the time of such negligence or wilful default or fraud.
- A20.4 The Customer shall indemnify the Bank, its officers, directors, employees and agents against all loss and expenses reasonably incurred (including, without limitation, foreign exchange losses, taxes or other levies, interest, service charges and legal costs as between solicitor and client) on a full indemnity basis arising in connection with the Bank's execution of the Instruction, the Accounts or from any action taken or omitted by the Bank, its officers, directors, employees or agents, save to the extent that such liability or loss is the result of the Bank's own negligence, wilful default or fraud. The Customer shall, if required by the Bank, pay to the Bank such amount as the Bank may determine to be sufficient to indemnify it against any such liability, loss or expense, even though they may still be contingent in nature. The Bank may hold such amounts for such times as it may deem necessary or appropriate.
- A20.5 Without prejudice to other provisions in this Agreement (including but not limited to Clause A32.1), the Customer shall indemnify the Bank against the amount of all expenses, present or future taxes (including any stamp duty, documentary, registration, withholding or similar tax), costs (including legal) and other liabilities and costs incurred or to be incurred in connection with this Agreement or the services provided hereunder on a full indemnity basis, including but not limited to the expenses arising from the preservation, protection, exercise or enforcement of any right, power or remedy of the Bank, whether against the Customer or any third party, in connection with the performance of this Agreement and the services provided hereunder.
- A20.6 Nothing herein, including but not limited to the indemnities set out in this Agreement, shall operate so as to exclude or restrict any liability of the Bank, the exclusion or restriction of which is prohibited by applicable Hong Kong laws and regulations.

Risk of Dispatches

- A21.1 The specific means of communication or mode of dispatch may be elected by the Bank at its sole discretion. The Bank shall not, in any event, be liable for any indirect, consequential or special damages of any nature for any reason whatsoever in connection with any Account or any matters relating thereto.
- A21.2 The Bank shall not be liable for, and you hereby waive to the fullest extent permitted by law, any right which you may now or hereafter have to claim against the Bank in connection with any misunderstanding, mutilation, delay or faulty transmission of Instruction and communication, whether by post, telephone, telegraph, facsimile, telex service or any other communication system whatsoever.
- A21.3 If the Bank, by your order, dispatches monies or securities or other goods or documents of title to you or to third parties, such dispatch shall be at your risk.

Force Majeure and Illegality

- A22.1 All amounts, deposits and liabilities are to be paid or discharged only at the branch in the country or administrative region in which the relevant Account is opened, and not at Australia and New Zealand Banking Group Limited, Melbourne, Australia ("Head Office") or any other office or branch or any other affiliate of Australia and New Zealand Banking Group Limited unless otherwise specifically stated in writing. The Customer shall have no claim or action outside such country or administrative region in which the relevant Account is opened against the Head Office or any other branch of Australia and New Zealand Banking Group Limited located outside such country or administrative region or a right of recourse or set-off against assets of Australia and New Zealand Banking Group Limited or assets of any other branch which administratively do not belong to the branch operated in such country or administrative region, and all such claims, actions and right of recourse or set-off shall be waived. Instruction for the remittance and/or transfer of monies deposited with the Bank shall not be affected or be construed in any way as derogating from the above provisions.
- A22.2 The Bank will not be responsible or liable for any loss or expense suffered or incurred by the Customer arising from any delay, failure or inability of the Bank to discharge any of its obligations in connection with any of the Accounts as a result of any reasons or causes beyond the Bank's control including, without limitation, act of God, governmental act, terrorism, war, fire, flood, explosion industrial dispute of a third party, embargo, accident to or breakdown of the computer system and where any office of the Bank or any of the Bank's correspondents or agents with whom funds have been placed is prevented from making payment to the Bank.

Appointment of Advisors

- A23.1 In all matters relating to the Account and provision of services hereunder, you agree that the Bank may, in the Bank's absolute discretion, act on the opinion or advice of the Bank's advisors (legal, financial or other professional advisors) but shall not be responsible for any consequence of acting or not acting in accordance therewith.
- A23.2 You shall be responsible for all reasonable costs, expenses and fees (including legal fees) reasonably incurred by the Bank on a full indemnity basis for the purpose of enforcing this Agreement against the Customer.

Other Applicable Terms of Services

- A24.1 The applicable terms and conditions including those appearing in any statement, advice or the Bank document, shall be binding with the same effect as if each and every such term or condition was set out in full herein. Apart from the general terms and conditions contained herein, the Bank's by-laws, rules and regulations and practices brought to the attention of the Customer by display, advertisement or otherwise shall also govern the operation, rights and obligations relating to any Account.
- A24.2 The Bank shall have the right to impose negative interest wherever required to do so by law or regulation.
- A24.3 Should any or part of this Agreement become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions will not be affected.
- A24.4 Any failure, delay or waiver by the Bank of any breach of any provision of this Agreement by the Customer or any other relaxation or indulgence granted by the Bank, will be without prejudice to and will not affect the exercise at any time by the Bank of all or any of its rights and remedies.
- A24.5 The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.
- A24.6 The liabilities and obligations of the Customer will bind successors in title and where the Customer is an individual, his personal representatives.
- A24.7 You shall from time to time upon request promptly perform such acts and sign, seal, execute and deliver any and all such further instruments, deeds, certificates, agreements, proxies, authorities or documents whatsoever as the Bank may consider necessary or desirable for the performance or provision of services by the Bank, or for the purpose of enabling the Bank to obtain the full benefit of the provisions of this Agreement.

Destruction of Documents

- A25.1 The Customer agrees that the Bank may at its discretion destroy any cheques or other records and documents relating to any Account maintained with the Bank after the same have been processed by microfilm or any form of electronic or electromagnetic media and that production of the microfilm or such other form of electronic or electromagnetic media shall be binding on and as conclusive evidence against the Customer.

Saturdays and Holidays

- A26.1 The Bank may, at its discretion, refrain from (1) carrying out any of your Instruction; or (2) presenting demanding collecting or giving notice of non-payment or dishonour with respect to any cheques, on any Saturday, Sunday or other holiday or any day on which the Bank is not open for business to the public but the Bank may, at its discretion, choose to do so and any debit against your Account, any Transaction date or value date may therefore fall on any such Saturday, Sunday or other holiday or such day on which the Bank is not open for business to the public; and the Bank shall not be responsible for and you shall hold the Bank harmless against all losses, claims, actions, proceedings, demands, damages, costs and expenses which may be incurred or sustained by you in connection with the exercise of such discretion to act or not to act as the case may be.

Suspension of Account

- A27.1 Upon the occurrence of an Extraordinary Event, the Bank shall have the sole discretion to determine any adjustment or action necessary in relation to the Transaction for or in respect of the Account including any foreign exchange or derivative transaction. Such adjustments or actions may include altering or varying the quantities of currencies, securities or commodities or instruments or the exchange rates or specification of currencies, securities or commodities or instruments bought or sold in respect of such Transaction, or terminating the Transaction in question or some or all Transactions, or otherwise and you shall be bound by such adjustment or action.

Termination and Closure of the Account

- A28.1 If in the opinion of the Bank any Account has not been satisfactorily operated or maintained, the Bank may at any time at its absolute discretion by reasonable notice to you close such Account without being obliged to give reason for so doing. Upon such notice of closure being sent to you at the address from time to time stipulated by you for sending account statements, the Bank shall henceforth be released from any further obligations. You shall be held solely responsible for any and all consequences resulting or arising therefrom.
- A28.2 The Bank may close your Account without first giving notice, in exceptional circumstances, including without limitation, where the Account is being used for criminal activities. In addition, the Bank may close any Account and/or terminate this Agreement or any of the services by written notice at any time, which notice shall be effective after such period of time as specified by the Bank, including where you fail to provide the Bank with any information requested under these Terms and Conditions or the Data Policy Notice, or where required by law, a regulatory body or government agency (whether local or foreign).
- A28.3 The Bank may terminate this Agreement or any of the services if you do not pay any amount due to the Bank or fail to comply with any of the provisions of any of the services or this Agreement.
- A28.4 Upon the closure of the Account or the termination of this Agreement or any of the services:
- (a) any sums due and payable to the Bank in respect of this Agreement or the relevant service, including the whole or part of any periodic fees or any other sums which are periodically payable (such being proportionate to the period which has elapsed prior to the date of termination), shall immediately be paid to the Bank;
 - (b) the Bank may realise or liquidate any contractual positions or Investments held by the Bank for or in connection with the Account and may discharge its entire liability with respect thereto by either transferring the relevant positions or securities to you and/or mailing a cheque representing the net proceeds of the realisation of such position or Investment;
 - (c) if the Bank has effected any Transaction which is likely to extend beyond the date of termination, the Bank shall at its discretion either close out or complete such Transaction and shall be entitled to retain sufficient funds for this purpose; and
 - (d) the Bank may transfer to you or as it may direct, all funds or property in the relevant Accounts and take any other steps which it may consider necessary to terminate this Agreement or such service as the case may be at your cost and expense.
- A28.5 Save as expressly provided herein, termination of this Agreement or any service will be without prejudice to the completion of Transaction already initiated or to any liability (actual or contingent) already incurred by you to the Bank. Termination shall also not affect provisions relating to your indemnities and the powers of the Bank set out in this Agreement.
- A28.6 In the event of any closure of the Account, the Bank may discharge its entire liability with respect to any cash deposit in the Account by mailing you a draft or cheque in the currency or any of the currencies of such Account, payable to your order in the amount of the credit balance in such Account together with such other documents as may be necessary to transfer to you such claims as it may have on such credit balance or against any placement bank. With respect to external placements, the amounts paid to you shall be net of the Bank's placement fees.
- A28.7 Where the Customer is an individual, upon his or her death, the Bank may withhold any payment of the funds and property to his successor(s) or personal representatives for such time as the Bank considers appropriate or until the Bank has received such satisfactory documentation as the Bank may require including but not limited to evidence of entitlement, indemnity to the Bank for making such payment and evidence of payment of estate or other duty or tax in relation to such funds and property.

Variation of General Terms and Conditions

- A29.1 The Bank may vary or amend these general terms and conditions at any time by giving reasonable written notice (and in the case of variation and amendments relating to fees and charges, at least 30 days written notice) specifying the variations and amendments to the Customer at the address designated by the Customer for the statements in respect of Account (the non-receipt of the actual notice by the Customer notwithstanding) and any such variations or amendments shall take effect upon the date specified by the Bank which shall in any event be not less than 30 days after the date of the relevant notice PROVIDED THAT the Bank's Schedule of Standard Charges and the terms and conditions governing deposits placed with the Bank are subject to alteration by the Bank without prior notice to or consent of the Customer where individual notification would be reasonably

considered to be ineffective and/or would involve disproportionate costs, and such terms and conditions as amended from time to time shall be brought to the attention of the Customer by display, advertisement or otherwise and be effective and binding on the Customer, the current version thereof is available on the request of the Customer.

Anti-money Laundering and Sanctions

- A30.1 You agree that the Bank may delay, block or refuse to process any transaction without incurring any liability if it suspects or has reasonable grounds to suspect that:
- (a) the transaction may breach any Law;
 - (b) the transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
 - (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.
- A30.2 You must provide all information to the Bank which it reasonably requires in order to manage its money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any Laws in relation to these.
- A30.3 Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this Agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to the Bank, as may be required by the Bank from time to time.
- A30.4 You declare and undertake to the Bank that the processing of any transaction by the Bank in accordance with your instructions will not breach any Laws.

Duty to Notify Change of Information

- A31.1 You shall promptly notify the Bank in writing of any change in (i) your name or address, (ii) the authority of any of the Authorised Signatories or Attorney even if such a change has been recorded in a public register and (iii) any of the information, authorisation or documents provided by you under the Account Opening Application. Until such time as the Bank has received notice of any change, it is entitled to rely on any information, authorisation or document previously provided to it.
- A31.2 The Bank will communicate any change of its name or address or any material change of information contained herein to you by a means that the Bank in its sole discretion deems practical and effective.

Debt Collection

- A32.1 The Bank may appoint any person as third party agency (including any debt collection agency or solicitor) to collect the Indebtedness and the Customer shall be responsible for all reasonable costs and expenses which may be reasonably incurred by the Bank for that purpose on each occasion.

FOREIGN CURRENCY

- A33.1 If the Account is in Foreign Currency and subject to Clause A22 :-
- (a) notwithstanding that the Account is maintained at the Hong Kong branch of Australia and New Zealand Banking Group Limited, Hong Kong Branch where it is opened and shall be treated for all purposes as being so maintained any such Foreign Currency deposited into the Account will, together with other Foreign Currency of the same country deposited by other Customers with the Bank, be placed with a bank ("Foreign Bank") in the country which currency involved in the name of the Bank but at the risk of the Customer;
 - (b) the Bank shall only be obliged to repay any amount in Foreign Currency in the Account by placing the credit amount at the disposal of the Customer with the Foreign Bank or purchasing from the Customer the credit amount Foreign Currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the Foreign Currency with Hong Kong Dollar or such currency as may then be in local circulation;
 - (c) if by operation of law the Bank is obligated to effect cash payment in Foreign Currency to or at the direction of the Customer, such obligation shall be conditional upon availability of such Foreign Currency banknotes;

- (d) if for any reason the Bank is unable to deliver any Foreign Currency banknotes its obligations shall be discharged by the tender of an equivalent amount (as conclusively determined by the Bank) in Hong Kong Dollar or in such currency as may then be in local circulation or be discharged in any other manner which the Bank in its sole and absolute discretion thinks fit; and
- (e) for the avoidance of doubt, the Bank shall be entitled to exercise all its rights of set-off, combination or lien to or against the credit amount in Foreign Currency of the Account and nothing contained in this Clause shall be treated as constituting any restriction or waiver thereof.

Governing Law and Jurisdiction

- A34.1 This Agreement and all relations between the parties shall be governed by and construed in accordance with the laws of Hong Kong. You irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. Nothing in this Agreement shall preclude the Bank from bringing proceedings in any other jurisdiction, nor shall the bringing of proceedings in any one or more jurisdictions preclude the bringing of proceedings in any other jurisdiction.
- A34.2 With respect to any proceedings, you irrevocably waive any objection which you may have at any time to the laying of venue of any proceedings brought in any such court, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such proceedings, that such court does not have jurisdiction over you.
- A34.3 You agree and acknowledge that the Account and any Transactions and Instructions under the Account are subject to the regulations of all applicable federal, state and self-regulatory agencies and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed.

Chinese Language

- A35.1 This Agreement for Consumer Banking Services is written in English with Chinese translation. In the event of conflict or discrepancy between the English version and its Chinese translation, the English version shall prevail in all respects and for all purposes.

Partial Invalidity

- A36.1 The provisions of this Agreement shall be subject to, and apply only to the extent permitted by applicable laws and the illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction, nor the legality, validity or enforceability of any other provision.

Taxation

- A37.1 You acknowledge that you are responsible for your own Tax affairs. "Tax" or "Taxes" means (a) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed (including withholding tax, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and (b) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above (including in connection with any failure to pay or any delay in payment).
- A37.2 You declare that you have not committed or been convicted of any serious tax or other criminal offences.
- A37.3 You authorise and agree that the Bank may make any payments (or returns on the securities) (if any) to you net of Taxes.
- A37.4 You will, upon the Bank's request, provide the Bank with information and proof (copies or originals) in relation to your tax status or residence for the purpose of securing any available tax exemption or tax relief or fulfilling the Bank's and/or the Bank's nominee's and/or the custodian's obligations under any applicable law. "Information and proof" shall for the purpose of this clause include, but is not limited to, as appropriate, executing certificates, making representations and warranties, or providing other information or documents in respect of Securities, as we and/or the custodian deems necessary or proper to fulfil obligations under applicable law.

Third Party Rights

- A38 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or to terminate or rescind any of the terms of this Agreement.

SECTION B

CURRENT, SAVINGS AND DEPOSIT ACCOUNTS

Customer's Responsibility

- B1.1 It is your responsibility to exercise care and caution in relation to the Accounts. In particular, you agree to maintain careful custody of any passbooks and cheque books and report any loss or fraudulent usage to the Bank immediately and to exercise care when drawing cheques so as to avoid facilitating any alteration, fraud or forgery. You agree not to sign cheques in blank or sign post-dated cheques. The Bank will not be responsible if it prematurely honours a post-dated cheque.

Current Accounts

- B2.1 Any cheque drawn on the Bank shall be on its cheque form for the Account. The terms printed on the chequebook are to be strictly observed. Any alteration on a cheque must be confirmed by the drawer's full signature.
- B2.2 The Bank can dishonour and/or return cheques unpaid which are altered or if considered by the Bank to be ambiguous or suspicious in any way or if a cheque is received for payment more than six months after the date it is drawn as shown on the cheque.
- B2.3 Stop payment orders on cheques must be given in the time and form and with full particulars that the Bank requires. The Bank shall be absolved from all liability for any failure or refusal to effect stop payments.
- B2.4 The Bank may honour cheques and other instruments drawn on an Instruction given in respect of the Current Account whether the Current Account is credit or overdrawn and whether or not as a consequence the Current Account becomes overdrawn or any agreed overdraft limit is exceeded provided that the Bank may refuse to permit any overdraft to be created or any increase of overdraft beyond any currently specified limit. Should the Bank permit the creation of the overdraft or an increase of the overdraft beyond the current specified limit as aforesaid, you shall pay to the Bank (a) interest on the amount overdrawn or overdrawn above such limit (as the case may be) at a rate to be set by the Bank at its absolute discretion and (b) an administrative fee to be set by the Bank at its absolute discretion.
- B2.5 The Bank may mark cheque(s) "good for payment" and immediately thereafter, be entitled to debit the relevant Account for the amount of the cheque so marked.
- B2.6 Each credit to the Current Account is conditional upon, and may be reversed at the discretion of the Bank any time prior to, receipt of value by the Bank. The Bank reserves the right to accept any cheque, bill, draft, note or other instrument on a collection basis only.
- B2.7 The Bank may decline to deal with cheques or other instruments drawn payable to order with multiple endorsements unless prior arrangements have been made with the Bank.
- B2.8 Where the Bank permits the opening of any Current Account in Foreign Currency, you acknowledge that the operation of such Account and clearing of cheques will be subject to any relevant rules applicable to the Bank in respect of the Foreign Currency. All such Foreign Currency cheques and monetary instruments are accepted at the discretion of the Bank and are credited subject to being paid. The Bank shall have no obligation to either accept deposits or effect payments in cash in such Foreign Currency notwithstanding the fact that you may have such a Foreign Currency Account. Any foreign exchange loss or other charges or expenses incurred by the Bank in making payments in Foreign Currency shall be borne by you.
- B2.9 You agree to accept the following terms in your operation of the US Dollar current Account:
- (a) You acknowledge that the operation of the US Dollar clearing system will be subject to the US Dollar Clearing House Rules made by the Hong Kong Interbank Clearing Limited ("US Dollar Clearing House Rules") and the US Dollar Operating Procedures referred to therein (as the same may be modified or amended from time to time).
 - (b) You agree to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to you or to your Transaction and agree that, without prejudice to the foregoing, the Monetary Authority ("Monetary Authority") appointed under the Exchange Fund Ordinance shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Monetary Authority knew or ought reasonably to have known of the possible existence of you) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).

- (c) You shall indemnify and hold the Bank harmless in respect of any liability, claim, loss, damage or expense described in Rule 2.3.5 of the US Dollar Clearing House Rules suffered by the Bank to the extent that such Rule is applicable or refers to you or to your Transaction.
- (d) All US Dollar cheques and other monetary instruments are accepted for US Dollars Current Account at the discretion of the Bank and are credited subject to their being paid and to the US Dollar Clearing House Rules. The Bank is entitled to debit the amount of its charges, fees and expenses and the value of any item subsequently returned unpaid to your US Dollar current Account or other Account(s) maintained with the Bank.
- (e) The Bank will make every reasonable endeavour to process all items on the date of receipt, but US Dollar cheques, drafts, money orders, etc. lodged after the clearing cut-off time (which varies with the location of the respective branches) will be presented on the following Business Day. You may ascertain by enquiry to the Bank the usual time required for clearing a US Dollar cheque or other monetary instrument.
- (f) The Bank is under no obligation to accept US Dollar notes or to effect cash payment in US Dollar.
- (g) Any foreign exchange loss or other charges or expenses reasonably incurred by the Bank in making payment in US Dollar shall be borne by you.

B2.10 The Customer agrees and acknowledges that:

- (a) Cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the clearing house and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) the Bank is authorised to enter into any contractual arrangement inter alia with collecting banks and/or HKICL in order to give effect to the provisions of this Clause.

Wealth Management Account

B3.1 This Account is a current account that enables the Customer to enjoy preferential interest rate(s) from time to time and in such manner as determined by the Bank on funds paid into it.

Savings Account

- B4.1 If a Savings Account is closed within three months from the date of its opening the Bank may, at its discretion, levy a charge.
- B4.2 Interest on all Savings Account balances will be credited to the Savings Account on interest payment dates. Notwithstanding the above, no interest is payable for amounts falling below the minimum for the time being required to be maintained in the Savings Account nor for any balances in the Savings Account exceeding the amounts from time to time determined by the Bank.
- B4.3 For passbook Savings Account, the Customer undertakes to examine the passbook after each Transaction and in the case of withdrawals at the counter before leaving the counter to ensure that appropriate entry has been made therein.
- B4.4 Passbooks are the property of the Bank. The Customer shall not tamper and/or meddle with the passbooks and/or the entries therein. Replacement passbook of any of the Accounts lost or damaged will only be issued by the Bank on such terms and conditions and at such charges as the Bank may in its absolute discretion determine.

Deposit Accounts

- B5.1 The Bank reserves the right not to accept any deposit at its absolute discretion. Deposits placed with and accepted by the Bank are non-negotiable and non-transferable.
- B5.2 The interest rates applicable to the various types of deposits (other than those interest rates that change on a daily basis) are determined by the Bank from time to time and notified to Customers by way of individual notices or otherwise. Interest is only payable on the maturity date. Interest on fixed deposits is fixed during the entire contract period. Interest on call deposits accrues from day to day at the call rate as determined by the Bank in its sole and absolute discretion on a daily basis.
- B5.3 All cheques and other monetary instruments accepted for deposits shall be credited subject to final payment. Upon the cheques or monetary instruments being returned unpaid, the deposit will thereupon become null and void in which event the Customer shall not be entitled to any interest but shall pay to the Bank such charges as the Bank may levy against him to cover the interest cost and other expenses.

- B5.4 For the purposes of operation of any deposit Account, Saturday shall not be treated as a working day. Any Instruction received after the cut-off time on any working day as determined by the Bank from time to time without notice to or consent of the Customer, will only be carried out by the Bank on the next working day.
- B5.5 Any Instruction regarding disposal of funds at maturity and any amendment thereto must be given at least two working days prior to the date of maturity. Unless Instruction is received to the contrary two working days prior to the maturity date, interest on the deposits will cease to accrue after the maturity date and the total funds will be held in a non-interest bearing Account provided the Bank shall have the option to renew the deposit together with accrued interest for a like term upon maturity date and upon each successive maturity date without prior or further notice to the Customer at the prevailing interest rate applicable on any one of such two working days or on the maturity date to be fixed by the Bank at the Bank's discretion.
- B5.6 When a deposit is placed for a contracted period, withdrawal before maturity will not be allowed. At the request of the Customer, the Bank may at its sole and absolute discretion, but shall not be obliged to, allow the Customer to withdraw the deposit before maturity but only subject to such terms and conditions as the Bank may in its sole and absolute discretion think fit.
- B5.7 The Bank shall be entitled (but not under any duty) to require the production and surrender to the Bank of the deposit receipt/certificate/advice concerned for the withdrawal of any deposit.
- B5.8 Where a HKD deposit matures on a Sunday or a public holiday, it shall become due on the working day immediately following the Sunday or the public holiday.

Foreign Currency Fixed Deposits

- B6.1 Any payment in relation to any Foreign Currency deposit will be made, at the Bank's discretion, in any of the following manner:-
- (a) by converting into the local currency of Hong Kong Dollars at the Bank's prevailing buying rate for telegraphic transfer;
 - (b) by issuing to the Customer a demand draft of the original deposit currency drawn by the Bank on a correspondent in the country of country concerned;
 - (c) by effecting mail or telegraphic transfer to such Account(s) with a financial institution designated by the written Instruction that is acceptable to the Bank; or
 - (d) in any other manner which the Bank in its sole and absolute discretion thinks fit
- PROVIDED THAT in the case of (b) and (c) above, the Bank shall have absolute discretion in the choice of correspondent(s) and the Customer has to bear the necessary expenses reasonably incurred and PROVIDED FURTHER THAT, subject to Clause A20, the Bank shall not in any way be responsible for any loss which the Customer may suffer as a result of the choice of correspondent(s) or as a result of any act error omission delay mistake or neglect by the correspondent(s) or the Bank in effecting the mail or transfer.
- B6.2 Where a Foreign Currency deposit matures on a Sunday, Saturday or a public holiday of Hong Kong (as the case may be) or the country of currency concerned, it shall become due on the working day immediately following the Sunday, Saturday or the holiday.

Swap Deposits (For Account opened with the Hong Kong Branch)

- B7.1 Swap deposits are denominated in USD but payable in HKD.
- B7.2 Swap deposits are accepted subject to foreign exchange contracts between the Bank and you as follows: -
- (a) The Bank sells USD at the prevailing spot rate on the day when the deposit is placed; and
 - (b) The Bank buys USD at a forward purchase rate on the day when the deposit matures.
- B7.3 Where a swap deposit matures on a Sunday or a public holiday of Hong Kong, it shall become due on the working day immediately following the Sunday or the public holiday and the related forward exchange contract will then be extended to cover the additional day(s).

Deposit or Withdrawal of Bank Notes

- B8.1 If the aggregate amount of cash in Hong Kong dollars that a Customer wishes to withdraw or deposit in an Account exceeds the daily limit on the quantity of cash handling determined by the Bank (subject to change without prior notice), the Bank may charge a reasonable fee for bank notes deposited to and withdrawn from any Account and such withdrawal in cash must always be subject to prior arrangements being made.

- B8.2 Cash deposit shall be treated as having been received by the Bank only after proper verification (which may include but not limited to forensic examination) by the Bank or by such third party expert as determined by the Bank. The Customer hereby agrees to subject the cash deposit to the verification and shall co-operate fully with the Bank in carrying out the process (which may not take place on the same day or in the Bank's premises). Before completion of the verification, the customer cannot withdraw or utilize such cash deposit provided that the Bank shall have a discretion to allow such withdrawal or utilization of such cash deposit or part thereof. Credit entry or advice made or issued by the Bank at the time of deposit shall serve as a mere record and shall not be binding on the Bank until after the completion of the verification. Any credit to the Account resulted from such cash deposit is conditional and may be reversed at the discretion of the Bank at any time if it is subsequently discovered that such cash deposit consists of counterfeit notes or coins. Without limiting the above, the Bank may at its discretion refuse to accept any currency notes or coins for deposit into the Account.

Renminbi Accounts and Services

Renminbi Currency Risk

Renminbi is subject to exchange rate risk and is currently not freely convertible. Provision of Renminbi conversion and other services through or by banks in Hong Kong is subject to the relevant regulatory, and other policy requirements and restrictions applicable to Renminbi related activities and services (as may be changed from time to time).

General Provisions

- B9.1 Australia and New Zealand Banking Group Limited, Hong Kong Branch (the "Bank") may, at your request, agree to provide Renminbi ("RMB") services to you on such terms and to such extent as the Bank may decide from time to time. These Terms and Conditions governing Renminbi Accounts and Services ("Terms and Conditions") shall apply to such services.
- B9.2 In opening RMB account(s) with the Bank, you agree to be bound by the Bank's general terms and conditions governing accounts and banking services, as amended and supplemented from time to time ("General Conditions") and these Terms and Conditions (the General Conditions and these Terms and Conditions are collectively "RMB Terms and Conditions"). If there is any inconsistency between the General Conditions and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of such inconsistency.
- B9.3 All RMB services agreed to be provided by the Bank to you (including but not limited to RMB deposit, withdrawal, exchange and remittance services) and the operation of any RMB denominated account(s) are subject to:
- (a) the RMB Terms and Conditions, and any other specific terms and conditions governing the relevant RMB accounts or services (as amended from time to time);
 - (b) the applicable laws, rules, regulations, policies and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, or professional body governing Renminbi related activities and services from time to time ("Applicable Provisions");
 - (c) the internal policy of the Bank at the material time; and
 - (d) the availability of RMB.
- B9.4 Without limiting the provisions of Clause B9.3 above and in connection with any transactions denominated in RMB cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, you:
- (a) acknowledge that the operation of the Renminbi clearing and settlement system will be subject to:
 - (i) any agreement for clearing and settlement of RMB in Hong Kong entered into between the Bank and any clearing bank or agent, as amended from time to time ("Settlement Agreement");
 - (ii) the Renminbi Clearing House Rules; and
 - (iii) the Renminbi Operating Procedures, (collectively, the "Settlement Rules and Regulations"), as the same may be modified from time to time;

- (b) agree, if there is any inconsistency between the RMB Terms and Conditions, any internal policy of the Bank, the Applicable Provisions and the provisions of the Settlement Rules and Regulations, the order of priority for the purpose of construction is as follow:
- (i) the Settlement Rules and Regulations;
 - (ii) the Applicable Provisions;
 - (iii) the RMB Terms and Conditions; and
 - (iv) any internal policy of the Bank;
- (c) agree that, without prejudice to (b) above, the Hong Kong Monetary Authority (“HKMA”) shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (i) anything done or omitted to be done by the HKMA bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited (“HKICL”), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them; and / or
 - (ii) by the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules and the Renminbi Operating Procedures referred to therein (as the same may be modified from time to time).
- B9.5 The RMB Terms and Conditions and information (including fees and charges) applicable to your RMB account(s) and services may be determined and amended by the Bank from time to time and are at all times subject to the Applicable Provisions and the Settlement Rules and Regulations (as amended from time to time).
- B9.6 The Bank is entitled:
- (a) to revise the RMB Terms and Conditions or introduce additional terms and conditions applicable to your RMB account(s) and services which shall be binding on you; and
 - (b) to terminate or cancel any RMB account(s) or service(s) you hold with the Bank and / or transfer or convert any amount in your RMB account(s) in order to comply with the Applicable Provisions, the Settlement Rules and Regulations and the RMB Terms and Conditions applicable to RMB accounts and services (as amended from time to time), without prior notice to you.
- B9.7 The Bank is entitled to report and disclose all and any transactions and information relating to you, your RMB account(s) and/or service(s) to the relevant regulatory authorities, government agencies, clearing or settlement bank(s) or agent(s), or professional bodies (whether situated in Hong Kong or otherwise) as may be required by the Settlement Rules and Regulations or the Applicable Provisions without prior notice to you.
- B9.8 The Bank may from time to time refuse or terminate the provision of any RMB services to you (including without limitation, to decline any withdrawal or deposit in cash of any amount from or to any of your RMB account(s) or the exchange of RMB into or from other currencies) without prior notice to you and without giving any reasons.
- B9.9 All RMB services (including but not limited to RMB deposit, withdrawal, exchange and remittance services) are subject to the maximum amount per customer per day requirements or the maximum amount per transaction requirements imposed by the Bank from time to time in compliance with the Settlement Rules and Regulations (if applicable), the Applicable Provisions and the RMB Terms and Conditions (as the same may be modified or amended from time to time).

- B9.10 In respect of any RMB cash deposits:
- (a) if, any RMB notes are found or are reasonably suspected by the Bank to be counterfeit notes, at any time after the Bank has credited any RMB account(s), the Bank shall be irrevocably authorised to forthwith debit the said account or any other accounts(s) held by you with the Bank for the aggregate amount of such note(s), without any notice to you; and
 - (b) the counterfeit note(s) will not be returned to you and the Bank is hereby authorised to dispose of such note(s) at its sole discretion and to inform the relevant authorities, disclosing to them all such information relating to the same, including for the avoidance of doubt, your name, address and contact details as the Bank deems appropriate.
- B9.11 Deposits in RMB banknotes are accepted at the discretion of the Bank; it may be subject to payment of charges as determined by the Bank from time to time and no RMB coins are accepted for deposit into any RMB account(s).
- B9.12 The Bank is not obliged to accept RMB banknotes or coins, or to effect cash payments in RMB. Withdrawals of RMB banknotes from any RMB account(s) are subject to the availability of RMB in question. In addition, withdrawals of Renminbi in large amounts are subject to seven (7) Business Days' prior notice to the Bank. The Bank is authorised to pay any amount withdrawn from your RMB account(s) in the following currencies:
- (a) RMB;
 - (b) Hong Kong Dollars, converted at the Bank's prevailing buying rate; or
 - (c) such other currency at the Bank's sole discretion, as converted at the Bank's prevailing buying rate.
- B9.13 The Bank is authorised to deduct any fees and charges payable to the Bank from any account you maintain with the Bank.

RMB Savings and Current Accounts

- B9.14 Interest is payable on the credit balance in your RMB savings account(s) at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in your RMB current account(s).
- B9.15 You declare that you are the beneficial owner of the RMB banknotes which you deliver to the Bank and you lawfully possess such RMB banknotes.
- B9.16 The Bank may from time to time set restrictions applicable to RMB savings and current accounts and related transactions, including without limitation the setting of a cap for each transaction or account for a RMB deposit.
- B9.17 RMB cheques may be accepted for deposit into your RMB account(s) in relation to trade settlement or for such other purposes as permitted by the Bank, the Settlement Rules and Regulations and the Applicable Provisions, from time to time.
- B9.18 RMB cheques can only be used in such manner as from time to time advised by the Bank, and their use is also subject to the Applicable Provisions, as amended from time to time and the conditions and rules and procedures of the persons or banks to which the cheque is to be delivered or presented.
- B9.19 The total amount of cheque payments under the Renminbi current account(s) per day should not exceed any limit specified by the Bank or otherwise required under the Settlement Rules and Regulations or the Applicable Provisions from time to time. In the event that any such limit is exceeded, the Bank may, at its discretion and without any liability and without prior notice to you, return unpaid any or all such cheques as may be determined by the Bank.
- B9.20 No overdrawing is permitted and no overdraft will be granted.
- B9.21 No cash cheques may be drawn on your RMB current account(s). All cheques issued under your RMB current account(s) must be drawn in RMB, crossed and marked account-payee only and are non-endorseable and non-transferrable.

- B9.22 You should ensure that all cheques and other monetary instruments are complete and accurate before depositing them with the Bank. You agree it is your sole responsibility to ensure that all such details provided are complete and accurate and that the Bank is entitled to rely upon the same in issuing receipts. Any such receipts issued by the Bank are issued subject to the subsequent verification by the Bank, which in the case of any discrepancy, shall be final and binding on you. Any adjustments required by the Bank as a result, are accordingly agreed and acknowledged by you.
- B9.23 All inward remittances, cheques and other monetary instruments accepted by the Bank for deposit are subject to final payment and confirmation from the Bank. The Bank is not required to remit funds until they have been cleared.
- B9.24 The Bank may (but is not obliged to) transfer all or any funds in your RMB savings account(s) to your RMB current account(s) to pay any or all RMB cheques presented to the Bank without prior notice to you subject to a handling charge as determined by the Bank from time to time.
- B9.25 The Bank may from time to time determine the maximum amount acceptable to the Bank for credit to the RMB current account per day. The amount of the credit balance in the RMB current account at the cut-off time (as designated by the Bank from time to time) on each day shall be subject to a maximum amount as may be specified by the Bank from time to time. The Bank is authorised to transfer any excess amount in your RMB current account(s) to your RMB savings account(s) or any other account(s) maintained by you with the Bank at any time, or dispose the excess amount in any other manner as the Bank thinks fit without prior notice to you.
- B9.26 The Bank is authorised to deduct the Cheque Returned Fee, Cheque Handling Fee or any other fees and charges payable to the Bank from any of your account(s) maintained with the Bank.

e-Cheques Deposit Services - Applicability and Definitions

- B10.1 The provisions from Clauses B10.1 to B10.12 ("this Section B10") apply to the Bank's services relating to e-Cheques. The other provisions of this Agreement which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Section B10. The provisions of this Section B10 prevail if there is any inconsistency between them and the other provisions of this Agreement with respect to the e-Cheques Deposit Services.
- B10.2 For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

"Bills of Exchange Ordinance"	means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
"Deposit Channel"	means any channel offered by the Bank from time to time for presentation of e-Cheques for deposit.
"e-Cheque"	means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
"e-Cheques Deposit Services"	mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.
"e-Cheque Drop Box" or "e-Cheque Drop Box Service"	means an electronic drop box provided by HKICL that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with HKICL before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

“e-Cheque Drop Box Account”	means a user account for the e-Cheque Drop Box Service, and for which each user must register with HKICL before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
“e-Cheque Drop Box Terms”	means all the terms and conditions prescribed by HKICL from time to time for governing the e-Cheque Drop Box Service provided by HKICL and the use of the e-Cheque Drop Box Service.
“Industry Rules and Procedures”	means the rules and operating procedures governing the handling of e-Cheques adopted by HKICL and the banking industry from time to time.
“Payee Bank”	means the bank at which a Payee Bank Account is held.
“Payee Bank Account”	means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.
“Payer Bank”	means the bank which digitally signed an e-Cheque created by its customer.

Nature and Scope

- B10.3 The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and HKICL respectively from time to time. You may also be required to sign forms and documents prescribed by the Bank from time to time.
- B10.4 e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by HKICL or using Deposit Channels, in accordance with Clauses B10.7, B10.8 and B10.9 below.
- B10.5 The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- B10.6 The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
- (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (b) any fees and charges payable by you for the e-Cheques Deposit Services.

e-Cheque Deposit Services

- B10.7 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by HKICL or using Deposit Channels.
- B10.8 e-Cheque Drop Box Service
- (a) The e-Cheque Drop Box Service is provided by HKICL. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.

- (b) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentation of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
- (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to you. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
- (d) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by HKICL. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

B10.9 Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

Handling of e-Cheques, Associated Risks and Liabilities

B10.10 Handling of e-Cheques

You understand that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to you. Accordingly, the Bank is entitled to collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

B10.11 Restriction of the Bank's liability

Without reducing the effect of the provisions of this Agreement:

- (a) the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by you or any other person using the Deposit Channels provided by the Bank to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (ii) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
 - (iii) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (iv) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond our reasonable control; and
- (c) in no event will the Bank be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

B10.12 Your confirmation and indemnity

- (a) You accept the restriction of liabilities and disclaimers imposed by the Bank and HKICL in relation to the e-Cheques Deposit Services and the services provided by HKICL respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (b) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that the Bank may have, you will indemnify the Bank and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of the Bank's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

SECTION C

DUAL CURRENCY INVESTMENT

Definitions

C1.1 For the purposes of this Section

“Alternate Currency”	means the currency specified in the Confirmation other than the Investment Currency in which a Dual Currency Investment may be repaid in accordance with provisions of this Section;
“Business Day”	means a day on which the Bank is open for business and shall not include any Saturday or any day which is not a Working Day;
“Confirmation”	means the confirmation to be sent by the Bank to the Customer in accordance with the provisions of this Section;
“Conversion Rate”	means the price specified by the Bank in the Confirmation with reference to which the Investment Amount may be converted into the Alternate Currency for the purpose of repayment of a Dual Currency Investment in accordance with provisions of this Section;
“Fixing Date”	means the date specified in the Confirmation on which the Bank determines the repayment currency;
Investment Amount”	means the amount of Investment Currency placed by the Customer with the Bank pursuant to provisions of this Section;
“Investment Currency”	means the currency in which a Dual Currency Investment was initially placed;
“Maturity Date”	means the date specified in the Confirmation on which a Dual Currency Investment shall be repayable by the Bank to the Customer in accordance with provisions of this Section;
“Start Date”	means the date specified in the Confirmation on which the Bank debits the Investment Amount; and
“Working Day”	means a day on which banks in the country the currency of which was specified as the Investment Currency and the country the currency of which was specified as the Alternate Currency are open for business and shall not include any Saturday.

Acceptance of a Dual Currency Investment

- C2.1 A Dual Currency Investment placed by the Customer with the Bank may be accepted by the Bank where the Customer has read and agreed to be bound by provisions of this Section and has accepted the relevant risks stated on the Bank’s Risk Disclosure Statement, as amended from time to time.
- C2.2 A Dual Currency Investment shall be in an amount not less than the minimum amount prescribed by the Bank from time to time. Such Dual Currency Investment placed with and accepted by the Bank will be non-negotiable and non-transferable.
- C2.3 All orders placed with the Bank are subject to the acceptance by the Bank. The Bank reserves the right to decline to accept any order without giving any reason for such refusal and shall have no obligation or liability in respect of any order that is not accepted or executed.
- C2.4 If the Bank agrees to accept an order placed by the Customer, the Customer is deemed to irrevocably authorise and instruct the Bank to debit the account specified by the Customer on the Start Date with an amount equivalent to the Investment Amount for the purchase of the Investment Currency and/or towards payment of such fees, commissions and other remuneration as may be charged by the Bank in connection with the Dual Currency Investment and this Agreement.

Confirmation

- C3.1 After the placement of a Dual Currency Investment, details of the Dual Currency Investment, including details of the Investment Currency, the Investment Amount, the Start Date, the Fixing Date, the Maturity Date, the Alternate Currency, the Conversion Rate and the applicable interest rate with respect to such Dual Currency Investment will be specified by the Bank in a Confirmation to be sent to the Customer. Any failure to send a Confirmation shall not prejudice or invalidate the terms of such agreement. Such Confirmation shall be binding and conclusive evidence of the transaction on the Customer, save for manifest error communicated by either party to the other within the specified time in that Confirmation.

Interest

- C4.1 Interest payable by the Bank on a Dual Currency Investment will be calculated with reference to the Investment Currency on the basis of a 360-day year or a 365-day year in accordance with the Bank's usual practice concerning the relevant Investment Currency (as determined by the Bank which determination shall be conclusive and binding on the Customer) and the actual number of days elapsed.
- C4.2 Interest will be calculated from and including the Start Date up to but excluding the Maturity Date. The Bank shall not be obliged to pay the Customer interest on the Dual Currency Investment for and/or beyond the Maturity Date.

Repayment in Alternate Currency

- C5.1 The Customer grants to the Bank an irrevocable right to repay a Dual Currency Investment in the Alternate Currency, such right to be exercised at the Bank's sole and absolute discretion without prior notice to the Customer. In the event that the Bank exercises such right, the Dual Currency Investment denominated in the Investment Currency will be converted into an equivalent amount in the Alternate Currency calculated at the Conversion Rate. The Customer acknowledges and accepts the currency risk that may be involved in any such exercise by the Bank of its right to repay the Investment Amount in the Alternate Currency.
- C5.2 The Customer authorises the Bank to open an alternative currency account in his/her own name to facilitate the settlement of the Alternate Currency on Maturity Date.

Withdrawal

- C6.1 Withdrawal or termination of a Dual Currency Investment prior to the Maturity Date will not be allowed without the prior consent by the Bank. The Bank is entitled to charge, in its sole discretion, additional fees, charges and penalties for any early withdrawal of a Dual Currency Investment prior to the Maturity Date.
- C6.2 The Customer shall indemnify for all costs and losses incurred by the Bank in unwinding any related underlying hedging arrangements (including but not limited to, selling or otherwise realizing any options, future contracts in relation to the Dual Currency Investment) as a result of or arising from any such withdrawal.
- C6.3 The Customer shall not be entitled to withdraw a Dual Currency Investment other than at a branch in the same jurisdiction of Australia and New Zealand Banking Group Limited, at which the Dual Currency Investment was initially placed.

Other Applicable Provisions

- C7.1 If a Dual Currency Investment matures on a day which is not a Working Day ("**Non-Working Day**"), it shall become due on the Working Day immediately following that Non-Working Day.
- C7.2 Any Instruction in relation to a Dual Currency Investment received by the Bank after the trading hours for Dual Currency Investment as determined by the Bank from time and time on any Business Day will not be carried out by the Bank on that Business Day and the Customer shall, if the Customer still wants to place the Dual Currency Investment on the next Business Day or on any other Business Day, give the Instruction again on the Business Day the Customer wants to place the Dual Currency Investment. In no event will the Bank process any Instruction in relation to a Dual Currency Investment on any day which is not a Business Day.

SECTION D

Interest / Currency Linked Structured Deposit

The Bank and the person named in the Application Form ("Depositor") have entered into and/or anticipate entering into and/or anticipate entering into an interest/currency linked structured deposit arrangement ("Interest / Currency Linked SD"). By signing the Application Form, the Depositor agrees to be irrevocably bound by these terms and conditions ("Terms and Conditions"). The Terms and Conditions, the Application Form, the Interest / Currency Linked SD Transaction Notice, the Agreement for Consumer Banking Services and such other documentation as the Bank may from time to time require will apply to and govern the relationship between the Bank and Depositor.

Account Opening and Execution

- D1.1 The Depositor shall sign the Risk Disclosure Statement at the same time as when he/she signs the Application Form (if he/she had not previously signed a relevant Risk Disclosure Statement) and open a savings/current account with the Bank for the purpose of investment in the Interest / Currency Linked SD, in accordance with the procedures and terms and conditions of the Bank in relation to savings/current accounts unless the Depositor already has such an account with the Bank. The abovementioned savings/current account opened for the purpose of investment in the Interest / Currency Linked SD is hereinafter referred to as the "Savings Account".
- D1.2 At the same time as signing the Application Form, the Depositor shall deposit such additional amount of money into his/her Savings Account to ensure that the aggregate amount of money then deposited in the Savings Account shall be sufficient for him/her to invest in the Interest / Currency Linked SD.
- D1.3 Non-disposal and withdrawal
The Depositor:
- (a) agrees not to withdraw, create any encumbrance on or otherwise dispose of any money in the Savings Account until the Initial Date or at such time that he/she is informed by the Bank in writing that he/she is not allowed or approved to invest in the Interest / Currency Linked SD, whichever is the earlier; and
 - (b) unconditionally and irrevocably instructs the Bank to withdraw from the Savings Account such amount of money as he/she shall invest in the Interest / Currency Linked SD on the date of the Launch (or such other date as the Bank may in its discretion determine as being appropriate for the purpose).
- D1.4 To the extent permitted by the applicable law, the Depositor shall indemnify the Bank against all the loss or damage reasonably incurred by the Bank due to breach by the Depositor of the above Clause D1.3(a).

In-completion of Placement

- D2.1 Upon in-completion of the Placement as prescribed in clause 3 of the Application Form, the Interest / Currency Linked SD shall be deemed not to be launched and the Depositor shall only be entitled to the interest accrued on the Settlement Account rather than the interest / yield accrued on the Interest / Currency Linked SD, and the Bank shall to the extent permitted by applicable law, not be held liable for any compensation or damage to the Depositor.

Completion of Placement and Confirmation

- D3.1 Upon the expiration of the Placement Period, once the Bank determines that the Placement is completed, the Bank shall, in a timely manner, issue an Interest / Currency Linked SD Transaction Notice to the Depositor. If there is any discrepancy between these Terms and Conditions, the Application Form, and the other related documents, and the Notice, the Notice shall prevail for all purposes.

Non-disposal of the Interest / Currency Linked SD

- D4.1 The Depositor shall not withdraw, create any encumbrance on, transfer or otherwise dispose of his/her interest in the Interest / Currency Linked SD.
- D4.2 To the extent permitted by the applicable law, the Depositor shall indemnify the Bank against all loss or damage incurred by the Bank due to breach by the Depositor of the above Clause D4.1.

Early Termination of the Interest / Currency Linked SD

- D5.1 Except for product specific provisions stated in the Application Form that allow for early termination (if any), each of the Depositor and the Bank agrees not to terminate the Interest / Currency Linked SD prior to the Maturity Date. Any early withdrawal by the Depositor before the Maturity Date will be at the discretion of the Bank and on such terms as the Bank may then determine. The Depositor acknowledges that the total sum received (i.e. withdrawal proceeds plus any earlier payouts) upon such early withdrawal may be less than the principal amount invested.

- D5.2 Both parties agree that if the Interest / Currency Linked SD is terminated prior to the Maturity Date for whatsoever reason, any underlying investments of the Interest / Currency Linked SD (including any derivative products) in respect of a Depositor shall at the same time be terminated together with the Interest / Currency Linked SD.
- D5.3 To the extent permitted by the applicable law and subject to Clause D5.1 and Clause D5.2 and without prejudice to any other rights and remedies, the Bank may have under these Terms and Conditions or otherwise, the Depositor shall indemnify the Bank against all loss or damage incurred by the Bank due to breach by the Depositor of this Clause D5.

Calculation of Yields upon Maturity

- D6.1 The Bank shall calculate and settle the yields of the Interest / Currency Linked SD in accordance with the Application Form and the Interest / Currency Linked SD Transaction Notice. On the Maturity Date, the Bank will only pay the principal of the Interest / Currency Linked SD (together with the accrued interest/yield, if any) in the Deposit Currency into the Settlement Account, provided that such payment will not breach any limitation imposed on such Settlement Account. If such amount paid by the Bank would lead to breach of any limitation imposed on the Settlement Account, the Bank shall be entitled to take whatever means it deems fit to settle the Interest / Currency Linked SD, including without limitation, repayment in any other currency.

Representations and Warranties

- D7.1 The Depositor represents and warrants on the date of the Application Form and on each date a transaction in relation to the Interest / Currency Linked SD is entered into and/or is outstanding between the Depositor and the Bank that it has the legal capacity and power (and, in the case of a Depositor who is an individual, that he/she is of sound mind) to enter into and to perform its obligations under these Terms and Conditions, the Application Form and the relevant Notice, that these Terms and Conditions, the Application Form and the relevant Notice constitute legal, valid, binding and enforceable obligations of the Depositor, and that they shall not result in breach of any law, regulation, order or judgement or any other document or agreement binding on the Depositor, and that all necessary consents and authorizations in relation thereto have been obtained and will remain in full force and effect during the continuance of the term of these Terms and Conditions the Application Form and any Notice.
- D7.2 The Depositor hereby further represents and warrants on the date of entering into the Application Form that:
- (a) the Depositor has read and fully understands the terms, conditions and risks of entering into the Application Form, and is also capable of assuming, and does assume such risks;
 - (b) the Depositor is not entering into the Application Form in reliance on any representation (written or oral) made to the Depositor by the Bank and/or its employees, agents and affiliates, and that any suggestions or opinions of the Bank are for reference only; and
 - (c) The Depositor has reached the decision to invest in the Interest / Currency Linked SD solely at his/her own discretion and as to whether such transaction is appropriate for him/her based upon his/her own judgment and/or upon advice from such of his/her own advisors as he/she has deemed necessary.

Set-off and Lien

- D8.1 The Depositor hereby irrevocably authorises the Bank and the Bank shall be entitled, to the extent permitted by applicable law, at any time without notice (as well before as after demand) notwithstanding any settlement of account or other matter whatsoever, to combine or consolidate all or any of the Depositor's then existing accounts opened at or maintained with any branch or branches of the Bank in Hong Kong or in any part of the world including accounts in the name of the Bank or of the Depositor jointly with others (whether current, deposit, whether matured or not, loan or of any other nature whatsoever and whether subject to notice or not whether in United States Dollar or in any other currency) wheresoever situate and/or to set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any monies, obligations or liabilities of the Depositor to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall, to the extent permitted by applicable law, be calculated at the spot rate of exchange (as conclusively determined by the Bank) prevailing on the date of the combination, set-off or transfer. To the extent permitted by applicable law, the Depositor hereby waives the requirement for the Bank to give notice of any combination, consolidation, set-off or transfer and agrees that such combination, consolidation, set-off or transfer shall take effect on and from the date on which it is made by the Bank. The Depositor further agrees, to the extent permitted by applicable law, to waive any rights of set-off that the Depositor may have against the Bank and, without limiting the effect of such waiver, not to exercise any rights at any time.

- D8.2 The Bank may at any time without prior notice retain any amount otherwise payable to the Depositor under the Notice pending settlement of any amounts payable or contingently payable by the Depositor on any account with the Bank.
- D8.3 Notwithstanding any provisions to the contrary, nothing in the Terms and Conditions, the Application Form, the Notice or in the arrangements between the Depositor and the Bank pursuant hereto shall be treated as constituting any restriction or waiver of any rights of set-off, combination or lien to which the Bank is or may at any time be entitled by law.

Miscellaneous

- D9.1 Any instruction from the Depositor in relation to a Interest / Currency Linked SD received by the Bank after trading hours for Interest / Currency Linked SD (as determined by the Bank from time to time) on any Business Day will not be carried out by the Bank. The Depositor shall, if the Depositor still wishes to place the Interest / Currency Linked SD on the next Business Day or on any other Business Day, give the instruction again on the Business Day on which the Depositor wishes to place the Interest / Currency Linked SD. In no event shall the Bank be obliged to process any instruction from the Depositor in relation to a Interest / Currency Linked SD on any day which is not a Business Day or after the Bank's trading hours on a Business Day.
- D9.2 The Bank reserves the right to impose charges on credit balances in accordance with its banking practice and all applicable rules and regulations in Hong Kong and in such manner as the Bank may, in its sole and absolute discretion, deem fit.
- D9.3 The Bank may, to the extent permitted by applicable law, deduct from any payments to be made to the Depositor by it hereunder any taxes, duties, levies, breakage fees or other fees and charges in relation to the Interest / Currency Linked SD from time to time as the Bank in its sole discretion deems fit. Notwithstanding this, the Depositor agrees that any present or future taxes, duties, disbursements, charges, levies, costs and expenses and any liability of any nature, whether in the Hong Kong or any other jurisdiction ("Taxes") arising from any payment made or to be made pursuant to the Application Form, the Notice or the Terms and Conditions, shall be the sole responsibility of the Depositor. The Depositor shall, to the extent permitted by applicable law, on demand indemnify the Bank for the full amount of such Taxes on any amounts paid by the Bank hereunder, and any liabilities (including penalties, interests and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. Notwithstanding foregoing, the Depositor is only responsible for any reasonable expenses reasonably incurred by the Bank in relation to the enforcement of these Terms and Conditions, the Application Form, and the Notice (including legal expenses) against the Depositor.
- D9.4 Where the Application Form is signed by more than one person, the expression "Depositor" shall be construed as referring to each such person individually and any one or more of such persons collectively and the deposits, agreements, obligations and liabilities of all such persons herein contained shall be joint and several and shall be construed accordingly. Each such person agrees and consents to be bound by the Application Form, notwithstanding that any other person(s) who/which was or were intended to sign or to be bound by the Application Form may not do so or be effectually bound hereby, and notwithstanding that the Application Form may be invalid or unenforceable against any one or more of such persons, whether or not the deficiency is known to the Bank.
- D9.5 Should any provision of these Terms and Conditions, the Application Form and/or the Notice become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions will not be affected.
- D9.6 Any failure, delay or waiver by the Bank of any breach of any provision of the Application Form, these Terms and Conditions, and the Notice by the Depositor or any other relaxation or indulgence granted by the Bank, will be without prejudice to and will not affect the exercise at any time by the Bank of all or any of its rights and remedies.
- D9.7 The remedies provided in the Application Form, these Terms and Conditions, and the Notice are cumulative and are not exclusive of any remedies provided by law.
- D9.8 The Depositor shall inform the Bank immediately in writing of the modification of his/her address and the Bank shall not be held liable for any losses incurred by the Depositor for failure to do so.
- D9.9 The Depositor confirms that he/she has read, understood and accepted the Bank's Risk Disclosure Statement.
- D9.10 Any content of the Product Description, which does not contradict these Terms and Conditions or the Interest / Currency Linked SD Transaction Notice, shall form a part of the Application Form and these Terms and Conditions.

Governing Law and Jurisdiction

- D10.1 These Terms and Conditions and all dealings between the parties in relation to the subject matter hereof shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. With respect to proceedings, the Depositor irrevocably waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over the Depositor. In the case of a non-Hong Kong Depositor, the Depositor irrevocably appoints the person nominated to the Bank as the Depositor's process agent to accept on its behalf service of process and other documents in respect of any proceedings arising out of these Terms and Conditions.
- D10.2 Notwithstanding Clause D10.1 above, the Bank shall be at liberty to take proceedings against the Depositor in any other court of competent jurisdiction and the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

Disclosure of Information

- D11.1 The Depositor:
- (a) authorises the Bank to disclose any information in its possession concerning the Interest / Currency Linked SD to any person which provides financial services to the Bank or any person which provides research, administrative, accounting, legal, data processing, logistic or other support services to the Bank for the purposes of effecting the Interest / Currency Linked SD;
 - (b) authorises the Bank to disclose any information in its possession concerning the Interest / Currency Linked SD to any Affiliate of the Bank for the purposes of effecting the Interest / Currency Linked SD;
 - (c) authorises the Bank to disclose any information in its possession concerning the Interest / Currency Linked SD to the extent that such disclosure is required by any applicable laws or regulations or required by any department or agency of any government or administration or regulatory body;
 - (d) agrees that if the Bank is requested by any competent department or agency of any government or administration or regulatory body to disclose to such department or agency or body any information regarding the Interest / Currency Linked SD, the Bank may comply with such request (whether or not such request was in fact enforceable); and
 - (e) authorises the Bank to disclose or otherwise deal with the Depositor's information in the manner set out in Agreement for Consumer Banking Services, as amended from time to time, and the Bank shall not incur any liability to the Depositor or any other person as a result or in connection with any of the foregoing disclosure.

No Assignment

- D12.1 The Interest / Currency Linked SD and the benefits and obligations of the Depositor under the Agreement cannot be charged, assigned or transferred in any way by the Depositor without the prior written consent of the Bank, which may be granted or withheld in its sole and absolute discretion.

Force Majeure and Illegality

- D13.1 All amounts, deposits and liabilities are to be paid or discharged only at the branch in the country or administrative region in which the relevant account is opened, and not at Australia and New Zealand Banking Group Limited, Melbourne, Australia ("Head Office") or any other office or branch or any other affiliate of Australia and New Zealand Banking Group Limited unless otherwise specifically stated in writing; and the Depositor shall have no claim or action outside such country or administrative region in which the relevant Account is opened against the Head Office or any other branch of Australia and New Zealand Banking Group Limited located outside such country or administrative region nor a right of recourse or set-off against assets of Australia and New Zealand Banking Group Limited or assets of any other branch which administratively do not belong to the branch operated in such country or administrative region; and all such claims, actions and right of recourse or set-off shall be waived. Instructions for the remittance and/or transfer of monies deposited with the Bank shall not be affected or be constructed in any way as derogating from the above provisions.
- D13.2 The Bank will not be responsible or liable for any loss or expense incurred by the Depositor arising from any delay, failure or inability of the Bank to discharge any of its obligations in connection with any of the Accounts as a result of any reasons or causes beyond the Bank's control including natural disasters, strike, riot, terrorism, wars, change of law or regulation, any exchange restriction or any act or threat of governmental or other authority (de jure or de facto). In particular, the Bank shall not be obliged to account to the Depositor if any office of the Bank or any of the Bank's correspondents or agents with whom funds have been placed is prevented from making payment to the Bank.

SECTION E

ATM SERVICES

- E1.1 Customer aged 18 or over is eligible to apply for ATM card (“**Card**”) issued by the Bank. The provisions set out in this Section shall, in addition to other terms contained in this Agreement, apply to the use of the Card by the Customer.
- E1.2 The Card is issued in connection with the use of the automatic teller machine installed by or belonging to the Bank, any other member bank (“**Member Bank**”) of Joint Electronic Teller Services Limited (“**JETCO**”) or any other applicable automatic teller machine network (collectively referred to as “**ATM**”).
- E1.3 The Card is and shall at all times be the property of the Bank and shall be surrendered immediately to the Bank upon demand whether or not the Bank has given any prior notice or reason thereof.
- E1.4 Upon receiving the Card, the Customer must sign and return immediately to the Bank an acknowledgement of receipt or acknowledge receipt of the Card by means that are acceptable to the Bank from time to time. The Bank will issue a personal identification number (“**PIN**”) to the Customer after receiving the acknowledgement of receipt. The Card and the PIN are issued and delivered to the Customer at his own risk.
- E1.5 For Joint Accounts which may be operated on the signature of any one of the Account Holders, a separate Card and PIN will be issued to each Account Holder and in such case, all the Account Holders in respect of the relevant Joint Account shall be jointly and severally liable for all Transaction involving the use of the Card or the Cards so issued and the terms and conditions herein shall be binding on each and every one of the Customer jointly and severally. In the case of Joint Accounts which can only be operated on more than one signature of the Account Holders, such Account Holders will not be eligible for the issuance of the Card.
- E1.6 The Card is not transferable and shall be used only and exclusively by the Customer. The Customer shall take all reasonable steps to keep the Card safe and the PIN secret to prevent fraud or misuse, and in particular, he:
- (a) should destroy the original printed copy of the PIN;
 - (b) should not allow anyone else to use the Card and/or the PIN;
 - (c) should not write down the PIN on the Card or on anything usually kept with or near it;
 - (d) should not write down or record the PIN without disguising it;
 - (e) should take other reasonable steps to keep the Card safe and the PIN secret to prevent fraud or misuse;
 - (f) should follow the reporting procedure of lost or stolen Card or misuse of the PIN as set out in this Section.

The Customer shall be liable for all losses if he has acted fraudulently or with gross negligence. Failure to follow the safeguards set out above will be considered as gross negligence on the part of the Customer.

- E1.7 The Card shall be used for withdrawal or transfer at ATM only if there are sufficient funds in the Account(s) of the Customer. If withdrawal or transfer is made without sufficient funds, the Customer shall repay to the Bank immediately on demand such amount overdrawn or over transferred together with interest thereon at the rate chargeable by the Bank from time to time on overdraft accounts with money rests. Nothing herein shall be construed as imposing any obligation on the Bank to allow any Account(s) to be overdrawn or over transferred. Transfer at ATM outside normal banking hours may not be posted to the relevant Account(s) on the same day as such transfer.
- E1.8 If at any time the service of making cash and/or cheque deposits are provided by the Card, the following provisions shall also apply:-
- (a) only cash and/or cheque in Hong Kong currency may be deposited and only the ATM installed by or belonging to the Bank with deposit function may be used;
 - (b) cash and/or cheque so deposited will only be treated as having been received by the Bank and credited to the Account of the Customer after verification by the Bank (such verification may not take place on the same day as the deposit);
 - (c) the advice (if any) issued by the ATM at the time of deposit shall only represent what the Customer purports to deposit and shall not in any way bind the Bank;
 - (d) cheque deposited is accepted for collection only and the proceeds thereof will not be available for withdrawal or transfer until after the cheque has been cleared; and (e) deposit in coins is not allowed.

- E1.9 For any Transaction involving the conversion of one currency into another, the Bank reserves the right, at its absolute discretion, to convert such currency in such manner as the Bank may consider appropriate and at such rate of exchange as the Bank may determine without the consent of or notice to the Customer.
- E1.10 The Customer hereby irrevocably authorises the Bank to debit his Account(s) (without any prior notice to the Customer) the amount of any withdrawal, transfer and/or other Transaction involving the use of the Card whether or not made with his knowledge or authorisation.
- E1.11 The record of Transaction effected through the use of the Card kept by the Bank, other Member Bank, JETCO and/or any other institutions shall in all respects and for all purposes be binding on the Customer.
- E1.12 The Customer may apply for cheque book of his Current Account through the use of the Card. Such application will have the same effect as the submission of a completed and duly signed application for issue of cheque book by the Customer to the Bank.
- E1.13 The Card must be returned to the Bank for cancellation if the Customer no longer requires ATM services or when he closes the Account.
- E1.14 The Customer shall notify the Bank by phone through the telephone hot-line(s) assigned by the Bank as soon as reasonably practicable after he finds that his Card or PIN has been lost or stolen or when someone else knows his PIN and confirm the same in writing. If the Customer fails to follow the above procedure or where the Customer cannot be identified satisfactorily in such phone notification or if he has acted fraudulently or with gross negligence in connection with his use of his Card, the Customer shall remain fully liable for all Transactions involving the use of the Card by any person whether or not it is duly authorised by or with the knowledge of the Customer.
- E1.15 If any replacement Card is issued, the Bank is entitled to charge a fee and debit the same to the Account of the Customer. The selection of a new PIN and/or the replacement of the Card for whatever reason shall not be construed as the commencement of a new contract.
- E1.16 The customer agrees that the Bank may disclose to:-
- (a) any of its offices and branches;
 - (b) any of its parent, subsidiary, affiliate or associate companies;
 - (c) any person acting as its servant or agent or otherwise acting under its authority;
 - (d) any Member Bank and JETCO; and
 - (e) any other person or institution such information concerning the Account(s) of the Customer arising out of or in connection with the use of the Card and the ATM as the Bank may deem necessary or appropriate without the consent of or notice to the Customer.
- E1.17 The Bank has the right at its absolute discretion to impose any limit whether in amount or otherwise on the use of the Card, to decline any ATM Instruction from the Customer and to demand the return of the Card at any time and from time to time.
- E1.18 The Bank is not liable for any loss whatsoever arising directly or indirectly as a result of the failure or malfunctioning of the Card or any ATM (whether installed by or belonging to the Bank, any other Member Bank or any other institution). In the event of the Bank being liable, its liability is only limited to those amounts wrongly charged to the Customer's Account and any interest on such Account.
- E1.19 The Bank reserves the right, at its absolute discretion, to impose charges on the use of the Card. Such charges shall be determined from time to time by the Bank and announced to the Customer in such manner as the Bank deems fit and shall not be refundable irrespective of early cancellation of the Card either by the Customer or by the Bank. The Customer hereby agrees and authorises the Bank to debit to his Account such charges from time to time.
- E1.20 The Card will be automatically void upon notification of its cancellation or withdrawal from the Bank or by any other person acting on behalf of the Bank.
- E1.21 The Bank's records in relation to any withdrawal, transfer and/or Transaction involving the use of the Card shall in all respects be conclusive against and binding on the Customer unless and until the contrary is established.

SECTION F INVESTMENT AND CUSTODIAN SERVICES

PART ONE

GENERAL

Provision of Investment and Custodian Services

F1.1 The Bank may at your request agree from time to time to enter into certain Transactions with you, or to buy, sell, hold or otherwise deal in Investments on your behalf. Where you request the Bank to provide such services, the provisions of this Section F shall apply as follows:

- (a) Part Two of this Section shall (to the exclusion of Part Three) apply to all of your Transactions in Investments, and all references to a "Transaction" in that Part shall be construed as references to Transactions governed by that Part;
- (b) Part Three of this Section shall (to the exclusion of Part Two) apply to all your Transactions in Foreign Exchange Trading and Principal Protected Deposits and to such other Transactions as the Bank may specify as being governed by Part Three, and all references to a "Transaction" in that Part shall be construed as references to Transactions governed by that Part; and
- (c) Part Four of this Section shall apply to the provision of custodian services and the holding of Investments on your behalf.

For the avoidance of doubt, Transactions that are specifically designated to be governed by Part Three of this Section, including, without limitation, transactions in Foreign Exchange Trading (including "Leveraged Foreign Exchange Trading" transactions for the purposes of the Securities and Futures Ordinance) and Principal Protected Deposits (whether or not such Transaction is entered into by way of a Margin Account) and such other Transactions as the Bank may from time to time specify shall not be subject to terms and conditions of Part Two of this Section.

F1.2 You should refer to and study carefully the RISK DISCLOSURE STATEMENT, which is subject to and forms part of this Agreement.

Instructions

F2.1 On each date on which a Transaction governed by this Section is entered into or is outstanding between you and the Bank, you represent, warrant and confirm that:

- (a) (for sole, joint and partnership accounts) you are the person or entity (legal or otherwise) ultimately responsible for originating the Instruction in relation to each Transaction, and who stands to gain the commercial or economic benefit of each Transaction and/or bear its commercial or economic risk; or
- (b) (for trust accounts) you have the requisite power and authority to give Instructions in relation to each Transaction and such power and authority is unconditional and has not been revoked, and that the only person(s) entitled to the commercial or economic benefit or risk of such Transactions is named as beneficiary(ies) of the trust account in the account opening documentation or as may from time to time be notified to the Bank in writing.

You undertake to inform the Bank forthwith in writing if any of the foregoing representation(s) are or become untrue due to change of circumstances or otherwise.

Provision of Identity Information

F3.1 You shall immediately upon the Bank's request and within 2 Business Days (or such other time period as may be specified by the Bank) provide to the Bank and/or the Regulators information (including, without limitation, details of identity, occupation, contact details and/or in the case of a corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information) relating to the ultimate beneficial owner(s) of the Account and/or the person(s) ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with the Investments in the Account.

F3.2 If you operate the Account or effect any transaction for a collective investment scheme, discretionary account or trust, you shall:

- (a) immediately upon the Bank's request and within 2 Business Days (or such other time period as may be specified by the Bank) provide to the Bank and/or the Regulators the name, address and contact details of such scheme, account or trust and, if applicable, the identity, address, occupation or business structure and contact details of the person who, on behalf of such scheme, account or trust, ultimately originated the instruction to you to effect the transaction; and

- (b) as soon as practicable, inform the Bank when your discretion or power to operate the Account or to invest on behalf of such scheme, account or trust has been overridden, revoked or terminated. In such a case, you shall, immediately upon the Bank's request and within the time specified by the Bank, provide to the Bank and/or the Regulators the identity, address, occupation and contact details of the person who has given such overriding instruction or notice of revocation or termination.

F3.3 If you do not know the information referred to in clauses F3.1 and F3.2 above, you represent, warrant and confirm that:

- (a) you have arrangements in place which would entitle you to obtain and provide to the Bank upon its request all such information or to procure that such information be so obtained within 2 Business Days or such other longer or shorter time period as may be specified by the Bank;
- (b) you shall, upon the Bank's request, immediately obtain all such information from any relevant third party, and provide that information to the Bank and/or the Regulators within 2 Business Days or such other longer or shorter time period as may be specified by the Bank; and
- (c) the Bank may, pending receipt by it and/or by the Regulators of such information, or if such information is not received within 2 Business Days or such other longer or shorter time period as may be specified by the Bank, decide in its absolute discretion and at any time, not to act (even if such declining may result in any loss) or not to give effect to any of your Instructions and/or to suspend or terminate the effecting of any Transaction or the operation of your Account.

F3.4 Clauses F3.1 - F3.3 shall survive termination of your relationship with the Bank.

Notification of Changes to Information

F4.1 You undertake to notify the Bank, and the Bank undertakes to notify you, of any material changes to the following information provided in connection with this Section: the names and addresses of the respective parties and, in the case of the Bank, the services to be provided hereunder, remuneration for such services and its registration status with the Securities and Futures Commission.

Disposal of Investments

F5.1 You acknowledge and agree that the Bank may:

- (a) dispose; or
- (b) initiate a disposal by an associated entity of the Bank,

of any of the Investments received or held by the Bank or its Nominees/associated entities for your account in settlement of any liability owed by or on your behalf to:

- (a) the Bank;
- (b) the Bank's associated entity; or
- (c) a third person.

For the purposes of this clause "associated entity" shall have the same meaning as in the Securities and Futures Ordinance (Cap 571).

Product Specifications and Offering Documents

F6.1 Upon request, the Bank shall provide you with product specifications and any prospectus or other offering document in relation to the Transactions which may be entered into pursuant to and governed by this Section.

Registration Status

F7.1 The Bank is an authorised institution under the Banking Ordinance and a registered institution under the Securities and Futures Ordinance (Cap. 571) to carry on Types 1 (dealing in securities), 4 (advising on securities) and 6 (advising on corporate finance). Its CE Number is AAL 483, and its business address is:

Australia and New Zealand Banking Group Limited, Hong Kong Branch
22/F Three Exchange Square
8 Connaught Place
Central, Hong Kong

PART TWO

INVESTMENT SERVICES

Instructions

- F8.1 Save as herein otherwise provided, the Bank shall hold, dispose of or otherwise deal with the Investments only on your Instructions (including those of your Authorised Signatories or Attorney).

Financial Settlement

- F9.1 All financial settlements resulting from dealings and custody of the Investments shall be settled in and all interest, dividends, other payments, proceeds and distributions arising in respect of the Investments shall be paid into your designated Account ("Designated Account") which shall either be an existing Account or a new Account to be opened by you with the Bank in such currency as the parties hereunder may agree.
- F9.2 The Bank shall be entitled to debit the Designated Account with the full or estimated amount of any Transaction contemplated herein (including without limitation, any fees, charges, taxes, levies, or any commission or other charges payable to the Bank or any other person) before executing such Transaction and the Bank shall have no duty or obligation whatsoever to carry out any Instructions or Transactions until the Bank has been put in sufficient funds by you (taking into account possible exchange rate fluctuations).
- F9.3 Any amount payable to you shall be credited to the Designated Account upon the Bank's receipt of such moneys and where applicable after carrying out any foreign exchange transactions to convert any monies received in a different currency into the currency in which the Designated Account is maintained at the Bank's prevailing exchange rate, and after taking into account any necessary deduction for the purpose of withholding tax (if any).

Transaction Advice and Confirmation

- F10.1 As soon as practicable after the Bank has entered into a Transaction with or for your Account, the Bank may send to you an advice, contract note or confirmation of such Transaction. Such advice, contract note or confirmation is provided by the Bank for record purposes only. Any Instructions given or authorised, if accepted by the Bank, are accepted at the time of the same being given or authorised and not at the time of the issue of the contract note or confirmation.
- F10.2 You shall examine all advices, contract notes or confirmations as soon as you receive them and if you do not receive them within 7 days of entering into a Transaction, you shall immediately notify the Bank and request a copy. Except for discrepancies of which you notify the Bank within 90 days from the date of such advice, contract note or confirmation, the Bank's records shall be deemed correct and binding on you (subject to the Bank's right to adjust, which may be exercised by the Bank at any time, any entries in the Account or details in the advice, contract note or confirmation where they have been wrongly or mistakenly made by the Bank).
- F10.3 If you make any Transaction relating to or otherwise adopt by conduct, the Transaction recorded in such advice, contract note or confirmation, the recorded Transaction is treated as conclusive against you notwithstanding the relevant period for raising objection has not expired.

Bank's Authority

- F11.1 The Bank is hereby authorised (but shall not be obliged) to exercise the following powers and act either by itself or through its nominee companies ("Nominees") or its Agents in the following manner in its sole discretion without prior reference or notice to you:
- (a) to conduct all dealings and functions hereunder so as to comply with all relevant laws and regulations including without limitation the constitution, rules, regulations, by-laws, guidelines and codes (whether or not mandatory) of any Regulator which are now or hereafter become applicable to or binding upon the Bank, its Nominees or Agents in the location or market where any such dealing is executed;
 - (b) to comply with the provisions of any law, regulation or order now or hereafter in force which impose or purport to impose on a holder of any of the Investments a duty to take or refrain from taking any action in connection with any such Investments or with any payment, distribution or monies payable in respect of any of the Investments;
 - (c) to utilise the services of any Agent of the Bank's choice in providing any services hereunder and to delegate any of its powers hereunder to such Agent; the Bank shall use due care in the selection of Agents but shall not otherwise be liable for the acts or omissions of any such Agent or any loss or damage incurred by you or any other person in connection with the use or appointment of or delegation to such Agent;

- (d) to request payment of, collect and receive all interest, dividends, payments or other distributions in respect of the Investments and in connection therewith to provide such indemnities as the Bank may in its absolute discretion require;
- (e) to surrender any of the Investments against receipt of monies payable at maturity or on redemption if called prior to maturity or against other Investments delivered upon any exchange of Investments;
- (f) where monies are payable in respect of any of the Investments in more than one currency, to collect them in such currency as may be permissible by law and as the Bank may in its absolute discretion determine;
- (g) where monies are payable in respect of any of the Investments in any currency, to carry out any foreign exchange transaction at the Bank's or as the case may be, its Agents' prevailing rates to convert such foreign currency to the currency of the Designated Account and to make any necessary withholding or deduction as may be required by law;
- (h) to provide any Regulator located in any jurisdiction any information in connection with this Agreement or the Investments including the name of the beneficial owner(s) and any particulars and documentation relating to the Investments as may in the opinion of the Bank or its legal advisors be required by law, regulations or rules with which the Bank is required or expected to comply;
- (i) to sell, execute or exchange any of the Investments on your behalf in any way or manner and on such terms as the Bank shall in its absolute discretion think fit;
- (j) to co-mingle the Investments with the property of other customers;
- (k) to consolidate any odd lots of Securities held by you with Securities of other customers in order to qualify for any rights offered in respect of a specified block of Securities and at the Bank's sole discretion to take up, call for, receive, hold and sell any shares or rights accruing by reason of such consolidation;
- (l) subject to Clause F30.6, to purchase additional Securities or sell odd lots of Securities in order to qualify for or maximise the benefit of any rights, options or distribution offered or made in connection with the Securities;
- (m) to exchange any of the Securities in interim or temporary form for Securities in definitive form and (where applicable) to deliver the physical scrips to central depository or other similar system set up for the purpose of scripless trading;
- (n) at the Bank's sole discretion, to take up, call for, receive, hold, sell, or dispose of fractional shares which may accrue from the holding of the Securities for the Bank's own account and benefit;
- (o) to charge you a gross commission (including any commission charged by an Agent) for any of the above services and in this connection the Bank shall use due care in the selection of Agents but shall not otherwise be liable for the acts or omission of any such Agent or any loss or damage incurred by you or any other person in connection with the use or appointment of or delegation to such Agent;
- (p) in the case of scripless Securities, to effect the purchase or sale or transfer of such Securities through an Account or sub-account maintained with any central depository or other similar system set up for the purpose of scripless trading;
- (q) to take any action as the Bank shall think fit including, without limitation, execution of any declarations or certificates of ownership or other documents, splitting of the shares into marketable lots to enable delivery of shares and share certificates; and/or
- (r) to set different daily Transaction limits for different types of Investments as the Bank deems appropriate without prior notification.
- (s) to reverse any credit or debit transaction from your Designated Account where such transaction has been performed in error by us, or where a transaction is made upon the direction of the Sub-custodian should the direction be later amended or reversed.

F11.2 It is expressly agreed that the Bank shall not be obliged to carry out any of your Instructions:

- (a) where it is unable to do so by reason of the fact that the Bank is carrying out some other Transaction with respect to the Investments pursuant to its powers under this Agreement; or

- (b) as a result of any reasons or causes beyond the Bank's control including any order, law, regulation, directive, level, tax, embargo, moratorium, exchange restriction or any other act or threat of governmental or other authority (de jure or de facto), any act of God, interruption or failure of utility service, breakdown or failure of transmission or communication of data or computer facilities, failure of any equipment or supplies or material required by the Bank to carry out your Instructions; or
- (c) if (in the good faith opinion of the Bank) there are grounds for not carrying out such Instructions.

Non-Exclusivity

- F12.1 The services provided by the Bank and the Nominees to you are non-exclusive and the Bank and/or the Nominees shall be permitted to perform such services for such other persons as the Bank and/or the Nominees in its/their absolute discretion deem fit and neither the Bank nor the Nominees shall be liable or under any obligation:
- (a) to account to you for any benefit received by the Bank and/or any Nominees for providing such services to others; or
 - (b) to disclose to you any fact or thing which may come to the notice of the Bank and/or the Nominees or any of its/their respective personnel in the course of providing such services to others or in the course of its/their business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its/their duties hereunder.
- F12.2 In addition the Bank and/or the Nominees may combine your orders with its/their own orders, orders of associated companies and persons connected with it/them and orders of other customers. You accept that combining orders with those of others may result in the Bank being able to obtain on some occasions a more favourable price, and on others a less favourable price, than if such orders had been executed separately.

Investment Information

- F13.1 You request and the Bank may from time to time make available to you through its designated branches or its Agents reports, analysis or other materials and information in relation to the Investments. You fully understand and agree that:
- (a) any such reports, analysis or other materials and information which is provided to you shall be strictly for your own use and shall not constitute an offer to you to purchase such Investments nor investment advice regarding such Investments;
 - (b) save as provided in clause F6.1 above, the Bank is not obliged to provide you with any reports, analysis or other materials and information or any advice or recommendation and that all your Investments are made solely upon your judgement and at your discretion notwithstanding any such materials, information or recommendation the Bank may have provided to you;
 - (c) if the Bank does provide such reports, analysis or other materials and information or any advice or recommendation, it is not provided as a required service, nor does the Bank act as an advisor and reliance upon such information is at your own risk; and
 - (d) the Bank shall be under no liability for the accuracy and completeness of any such reports, analysis or other materials and information, the performance or outcome of any Investment made by you after receipt thereof nor any advice or recommendation provided by the Bank or any of its employees or agents or servants, irrespective of whether or not such reports, analysis or other materials and information or advice or recommendation was provided at your request. Accordingly any risk associated with and any losses suffered as a result of you entering into any Investment are for your account.
- F13.2 If you wish to raise any questions or seek further details in respect of such materials or information provided, you may address such questions to the Bank and the Bank shall use all reasonable endeavours to obtain a response to such questions from the appropriate fund representative or institution concerned.
- F13.3 You acknowledge and agree that you shall make an independent analysis and decision with respect to all dealings with any Investments.

Commissions, Soft Commissions and Rebates

- F14.1 You agree that the Bank may transact, purchase or sell any Investment for you at a single price or rate quoted to you which includes part of the Bank's and the Agents' fees, charges or commissions, payment of which shall be deducted from such price or rate. In addition the Bank and the Agents shall be entitled and are authorised without having to make prior or any disclosure to you to accept for the Bank's or the Agents' sole benefit from any person engaged in the Transaction any soft commissions, cash or money rebate, allowance or benefit as part of the Bank's or the Agents' own compensation. However this will only be done where permitted by and subject to any applicable laws and/or regulations in the jurisdiction concerned.
- F14.2 You may in any case request for and obtain a copy of the Bank's prevailing scheme of commissions for dealings in the Investments at any time.

Roles of the Bank

- F15.1 Without prejudice to the provisions under Section A regarding "Multiple Roles of the Bank", the Bank may be the issuer of any Investments or act as the agent for the issuer of any Investments or have a holding or dealing position in the Investments or assets concerned, or buy or sell the Investments or assets concerned as principal or otherwise act as principal in any dealing and may therefore effect a purchase and sale of Investments or other assets for the Investments at different prices thereby making a profit for itself and in such cases the Bank shall not be liable to account or specifically disclose to you any such profit, charge or remuneration made or received by the Bank, its other divisions or companies associated with it from any such transaction or other connected transactions. You agree that unless otherwise expressly specified in a Transaction advice, confirmation or contract note, the Bank, its Agents or Nominees in performing its/their duties under this Agreement and this Section F shall be deemed to be acting in all respects as your agent and the relationship between you and the Bank, its Agents or Nominees shall be that of principal and agent respectively; however this shall not prevent or restrict the Bank from simultaneously acting as the agent of the issuer of any Investments purchased by you, or for any other person.
- F15.2 The Bank shall not be deemed to be affected with notice of or to be under any duty to disclose to you any fact or thing which may come to the notice of the Bank or any of its employees, Agents or Nominees in the course of acting as agent for the issuer of any Investments purchased by you or for any other person, or in the course of its business in any other capacity or in any manner whatsoever otherwise than in the course of providing services to you hereunder.
- F15.3 The Bank, its Agent, Nominees or affiliates may have a similar or an opposite position to your order or Investments held in your Accounts or purchased, sold or otherwise transacted for the Account from time to time, and that the Bank, its Agents, Nominees or affiliates may be engaged in purchasing, selling or otherwise transacting such Investments for its/their clients.

Margin Trading

- F16.1 The Bank may from time to time at its discretion permit you, subject to the maintenance with the Bank of adequate Margin and other terms hereof and/or prescribed by the Bank from time to time, to utilise the investment services referred to in this Section F in the purchase or subscription for particular type(s) of Investments as the Bank may from time to time decide appropriate without the full receipt of the funds required for such purpose. In accepting such Margin trading as permitted by the Bank, you agree to comply with the following terms:
- (a) you hereby charge to the Bank the Margin Account and all Margin, and authorise the Bank to block the Margin Account and set-off and combine all amounts therein against the Indebtedness at any time, regardless of the type of currency or currencies in which such Indebtedness may be denominated. In addition to the Bank's other rights and remedies, you agree to provide such additional Margin as the Bank may from time to time require, and similarly charge such Margin to the Bank. The Bank shall be entitled to maintain all Margin at any of its branches and it shall not bear any interest thereon;
 - (b) the Bank shall not be obligated to carry out any Instruction regarding Investments unless at such time adequate Margin is maintained to the satisfaction of the Bank;

- (c) you shall at all times maintain such Margin requirements as determined by the Bank from time to time. The amount of Margin required shall not be less than, but may exceed, the amounts as may be required by such laws, rules and regulations as may be applicable in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value. If the Bank determines that additional Margin is required, you agree to deposit with the Bank such additional Margin upon demand, provided, however that notwithstanding any demand for additional Margin, the Bank may at any time proceed in accordance with paragraph (f) of this clause. The Bank may change Margin requirements in its sole discretion and at any time by notice to you (which may be given orally). The terms of the Bank's margin lending and margin call policy for specific transactions shall be notified to you before any Transactions are carried out. No previous Margin shall establish any precedent;
- (d) you shall pay interest on all overdue balances (including interest arising after a judgement debt is obtained against you) at such rates (before as well as after judgement) and on such other terms as the Bank may in its absolute discretion determine and notify to you from time to time;
- (e) you shall not sell, grant any option over or otherwise deal in any way nor grant, create or allow to exist any mortgage, pledge, lien, assignment, hypothecation, encumbrance or other security interest over the Margin Account; and
- (f) the Bank at your sole risk shall have the right, without your consent, (i) whenever in its sole discretion the Bank considers it necessary for the Bank's protection, because of Margin requirements or otherwise, or (ii) in the event that a bankruptcy petition or a winding-up petition is filed by or against you, or (iii) when an attachment is levied against any Account, or (iv) in the event of your death or judicial declaration of your incompetence, to:
 - (i) obtain satisfaction of any Indebtedness you may have towards the Bank (either directly or by way of guarantee or suretyship) out of any property of whatever nature belonging to you in the custody or control of the Bank including those at any of the branches of the Bank and/or its subsidiaries; and
 - (ii) sell any or all Investments, close out and liquidate any outstanding contracts; and cancel any outstanding instruction or orders for the purpose of closing any of your Account in such manner determined by the Bank in its sole discretion and whether or not at a loss and you shall be liable for all losses, without further demand for Margin or additional Margin, and without notice to you. You shall, at all times, be liable for any deficiency remaining in such Account in the event of the liquidation thereof in whole or in part by the Bank or by you. In the event the proceeds realised pursuant to the authorisation aforesaid are insufficient for the payment of all of your Indebtedness due to the Bank, you shall, promptly pay, upon demand, the deficit, together with interest thereon and all costs of collection reasonably incurred by the Bank (including legal fees on a full indemnity basis). You acknowledge that the Margin requirements are for the Bank's protection only and the Bank shall not be liable for any losses suffered by you as a result of the Bank's determination not to close out or liquidate any positions or the manner in which it does so in the absence of negligence or wilful default or fraud.

General Provisions

- F17.1 The Bank and its officers and managers for the time being are hereby irrevocably appointed as your attorney, with full powers of substitution from time to time, for each and all of the purposes under this Section and with power to sign and execute all documents and perform all acts in your name and on your behalf or as otherwise required in connection with the same.
- F17.2 The Bank is authorised to disclose any information it has concerning you, the Account (including Designated Account), any of its sub-accounts, the Acquired Assets and the investment and custodian services to any other person appointed by it in connection with the performance of the investment and custodian services.
- F17.3 You acknowledge that the Bank and/or its other customers may have a position in the Investments or have purchased or sold such Investments, that the Bank may be engaged in purchasing or selling such Investments for its other customers, that the Bank may deal in its discretion with any of its affiliates which in turn may be entitled to separate commissions, that the Bank may have banking, advisory or any other corporate relationships with companies whose Investments are held under the Bank or are purchased and sold for you and that officers and directors of the Bank may be directors of such companies.

- F17.4 You represent and undertake that you will be legally and beneficially entitled and capable of delivering all Investments (and certificates, if any, representing such Investments in respect of the precise number of Investments required to be delivered) pursuant to any Instructions given to the Bank to sell such Investments and shall indemnify and hold the Bank harmless in respect of any loss, damage, claim or liability as a result of the Bank being unable to effect or effect in a timely fashion, the sale or delivery of such Investments because of your breach of this undertaking.
- F17.5 You warrant to the Bank that all of the Investments are fully paid up and that you have obtained all necessary consents and taken all necessary actions to authorise you to enter into this Agreement and to perform your obligations hereunder.

PART THREE

FOREIGN EXCHANGE TRADING AND OTHER TRANSACTIONS

Scope

- F18.1 The Bank (acting through its Hong Kong branch and/or such other branch as the Bank may from time to time specify) may from time to time enter into one or more Foreign Exchange Trading and/or other Transactions (including transactions in Principal Protected Deposits) with you to be governed by or documented under this Part of the Agreement.

Confirmations

- F19.1 The specific terms of each Transaction shall be evidenced by the documents and other confirming evidence including any electronic evidences (each a “**Confirmation**”) exchanged or otherwise effective between you and the Bank confirming the terms of a Transaction.
- F19.2 Each Confirmation shall supplement and form part of this Agreement, such that this Agreement and all Confirmations shall together constitute a single agreement between the parties. In the event of any inconsistency between the provisions of this Part and the provisions of a Confirmation, the Confirmation shall prevail for the purposes of the relevant Transaction.
- F19.3 You shall respond promptly to a Confirmation sent by the Bank as provided herein, indicating whether the Confirmation contains any error and, if so, how the error should be corrected so that the Confirmation correctly reflects the parties’ agreement with respect to the Transaction referred to in the Confirmation. Your failure to respond within three Banking Days (or such other period as may from time to time be determined by the Bank) to a Confirmation shall, in the absence of manifest error, constitute your acknowledgement that the Confirmation correctly reflects the parties’ agreement on the terms of the Transaction referred to therein.
- F19.4 For the avoidance of doubt, failure to conclude a Confirmation in respect of a Transaction shall not prejudice or invalidate that Transaction.
- F19.5 The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee), as revised amended supplemented or replaced from time to time (the “FX and Currency Definitions”), shall be incorporated into any Transaction specified to be an FX Transaction in the relevant Confirmation. The Disruption Fallbacks specified in Section B6.2 of the FX and Currency Definitions shall apply to each FX Transaction and Currency Option Transaction and the disruption events in Section B6.1 (d) are specified for the purposes of such Transactions. In the event of any inconsistency between the FX and Currency Definitions and the provisions of the Confirmation, the Confirmation will prevail.

Obligations

- F20.1 Each party shall make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Part. All payments shall be made in the agreed currency of payment in immediately available funds in such manner as may be specified by the Bank from time to time.
- F20.2 Each obligation of a party under Clause F20.1 is subject to the condition precedent that no Event of Default (as defined in Clause F23) or event that, with the giving of notice or the lapse of time or both, would be an Event of Default (a “**Potential Event of Default**”) has occurred and is continuing in respect of the other party.
- F20.3 Without prejudice to Clause F23, any amount due under this Part of the Agreement (including, without limitation, any amount due under Clauses F23 and F24) and not paid on the relevant due date will be subject to interest at such rates and on such other terms as the Bank may in its absolute discretion determine from time to time. Where settlement is by delivery, such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

F20.4 In relation to each Transaction, it is a condition precedent to the obligations of the Bank in relation to that Transaction becoming effective that you and/or your Credit Support Provider(s) enter into Credit Support Documents as requested by the Bank from time to time. The Bank may in its absolute discretion waive such condition precedent for a particular Transaction or Transactions.

Representations and Warranties

- F21.1 On each date on which a Transaction is entered into or is outstanding between you and the Bank, you represent, warrant and confirm that:
- (a) (if you are a company or corporation) you are duly organised and validly existing under the laws of the jurisdiction of your incorporation or (if you are a private individual) you are of full age and sound mind;
 - (b) you have the legal capacity and power to enter into and to perform your obligations in respect of each Transaction and you and/or your Credit Support Provider(s) have the legal capacity and power to enter into and to perform your obligations in respect of the Credit Support Documents (if applicable);
 - (c) all governmental, regulatory and other consents and authorisations necessary for your entry into and performance of each Transaction have been obtained or will have been obtained by the time that Transaction is entered into and are, or will be, in full force and effect and all conditions of any such consents have been, or will be, complied with;
 - (d) the entry into and performance of your obligations in respect of the Transactions does not breach or conflict with (i) any law, regulation, decree or legal restriction or (ii) any order or judgement of any court or other agency of government applicable to you or any of your assets or (iii) any contractual restriction binding on or affecting you or any of your assets or (iv) (if you are a company or corporation) the constitutional documents;
 - (e) you are not in default in respect of any of your obligations under any contract or other agreement by which you are bound and will not be in default or potential default as a result of entering into any Transaction;
 - (f) you are acting as principal (and not as agent for any other person) in respect of each Transaction;
 - (g) your obligations under each Transaction, when entered into, constitute and will constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law);
 - (h) there is no suit, action, litigation or other proceedings at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator against or threatened against you which if adversely determined could affect the legality, validity or enforceability of, or your ability to perform your obligations under any of the Transactions;
 - (i) you are not entering into any Transaction in reliance on any representation made to you by the Bank;
 - (j) all information provided by you to the Bank (whether before or after the date on which your Account was opened) was and continues to be true and accurate;
 - (k) no Event of Default or Potential Event of Default has occurred and is continuing in relation to you and no such event or circumstances will occur as a result of your entry into or the performance of your obligations in respect of any Transaction; and
 - (l) you are not required to deduct or withhold tax from any payment to be made by you under Clause F20.1.

Undertaking

- F22.1 You undertake where you have appointed an attorney to sign Confirmations on your behalf, to provide to the Bank upon request a copy of the relevant document creating the power of attorney together with any other information which the Bank may reasonably request.
- F22.2 You undertake to deliver to the Bank, as soon as practicable after reasonable request, evidence reasonably satisfactory to the Bank that you have sought and been given independent legal advice in relation to the Transactions entered into or to be entered into under this Part of the Agreement.
- F22.3 You undertake to notify the Bank of the occurrence, in relation to you, of an Event of Default or Potential Event of Default as soon as you become aware of the same.

F22.4 You undertake to provide the Bank upon or as soon as practicable after the entering into the Transaction evidence reasonably satisfactory to the Bank of the signing authority of the person(s) signing documents relating to the Transaction (including any Confirmation and/or Credit Support Documents, if applicable) on your behalf.

F22.5 If you are a company or corporation, you undertake to deliver to the Bank a certified copy of the resolution(s) of your Board of Directors authorising it to enter into and perform your obligations in respect of the Transaction.

Events of Default and Early Termination

F23.1 If at any time any of the following events occurs, in relation to either party, such event shall constitute an event of default ("**Event of Default**") in relation to that party (the "**Defaulting Party**"):

- (a) the Defaulting Party fails to make, when due, any payment or delivery required to be made by it under this Part; or
- (b) the Defaulting Party or its Credit Support Provider fails to comply with or perform any obligation under this Agreement or any other agreement or document between the parties (other than the obligation to make a payment or delivery in this Agreement as described in Clause F23.1(a) or an obligation to be complied with or performed in accordance with any Credit Support Document in respect of this Agreement) if such failure is not remedied within 30 days of the Non-Defaulting Party (as defined below) giving notice of the failure to the Defaulting Party; or
- (c) the Defaulting Party or its Credit Support Provider (being an individual) (i) dies, (ii) in the reasonable judgment of the Bank, becomes incapable in law of managing its affairs (whether by reason of mental incapacity or for any other reason whatsoever) (iii) becomes insolvent or fails or is unable to pay its debts as they become due; (iv) makes a general arrangement or composition with or for the benefit of its creditors; (v) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency or bankruptcy or other similar law affecting creditors' rights or (being an individual) has a bankruptcy petition presented against him and such proceeding or petition (A) results in bankruptcy or the entry of an order for relief or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or petition thereof; (vi) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in clauses (i) to (vii) (inclusive); or (viii) takes any action in furtherance of or indicating its consent to, approval of, or acquiescence in any of the foregoing act; or
- (d) the Defaulting Party or its Credit Support Provider (being a company or corporation) (i) is dissolved; (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency or other law affecting creditors' rights or a petition is presented for its winding-up or liquidation and such proceeding or petition (A) results in a judgment of insolvency, a winding-up order, or the entry of an order for relief or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or petition thereof; (v) has a resolution passed for its winding-up, official management or liquidation; (vi) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in clauses (i) to (viii) (inclusive); or (ix) takes any action in furtherance of or indicating its consent to any of the foregoing acts, provided that if an event or circumstance which would otherwise constitute or give rise to an Event of Default under Clauses F23.1(a) or (b) also constitutes an Illegality or Impossibility Event as described in Clause F24.1, it shall be treated as an Illegality or Impossibility Event and shall not constitute an Event of Default.

F23.2 It shall also be an Event of Default if the Bank notifies you that it wishes to terminate all outstanding Transactions in respect of which you shall be the Defaulting Party.

- F23.3 The occurrence of any of the following shall also constitute an Event of Default in respect of which you shall be the Defaulting Party:
- (a) any representation made by you or your Credit Support Provider to the Bank in Clause F2.1 or Clause F21.1 is inaccurate when made or repeated;
 - (b) any of your or your Credit Support Provider's obligation(s) in respect of any indebtedness for borrowed money, any over-the-counter derivatives transaction or any guarantee or indemnity given by you becomes due and payable prior to its original due date by reason of any default or is otherwise not made when due;
 - (c) the Bank determines in its sole and absolute discretion that your or your Credit Support Provider's creditworthiness has become materially weaker;
 - (d) due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, or the adoption of, or any change in, any notices, guidelines, circulars or directions (hereafter collectively referred to as "**Directions**") by any regulatory authority with competent jurisdiction after such date, or any change in the terms or conditions of the Bank's licences in respect of its banking or other regulated activities in the relevant jurisdiction issued by any regulatory authority, it becomes unlawful, or in the Bank's view, contrary to or in breach of any Direction or such licence, for it to perform any obligation in respect of the Transaction or to comply with any material provision of this Part;
 - (e) as a result of any reasons or causes beyond the parties' control including any order, law, regulation, directive, level, tax, embargo, moratorium, exchange restriction or any other act or threat of governmental or other authority (de jure or de facto), any act of God, interruption or failure of utility service, breakdown or conditions of the Bank's licences or communication of data or computer facilities, failure of any equipment or supplies or material or any act of state occurring after the date on which a Transaction is entered into, on any day you or your Credit Support Provider are prevented from making or receiving any payment or delivery in respect of such Transaction;
 - (f) you or your Credit Support Provider fails to comply with or perform any agreement or obligation to be complied with or performed in accordance with the Credit Support Document;
 - (g) any Credit Support Document expires or terminates or fails or ceases to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without written consent of the Bank; or
 - (h) you or your Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document.

F23.4 Any failure by you to comply with your obligations under Clause F3.1, F3.2 and/or F3.3 shall constitute an Event of Default in respect of which you shall be the Defaulting Party.

F23.5 If an Event of Default under Clauses F23.1, F23.2 or F23.3 has occurred and is then continuing in respect of a Defaulting Party, the other party (the "**Non-Defaulting Party**") may by written notice to the Defaulting Party (which, where the Event of Default arises under Clause F23.2, can be the notice which Clause F23.2 refers to) terminate:

- (a) where the Event of Default arises under Clauses F23.1(a), F23.1(b) or F23.3(a), one or more or all outstanding Transactions;
- (b) otherwise, all outstanding Transactions,

in each case, on the date specified in the notice (which shall be a date that is not earlier than the day on which such notice is deemed to be effective in accordance with Clause A9.2) (the "**Early Termination Date**") and, where not all outstanding Transactions are being terminated, by stating the Transactions to be terminated. Upon the occurrence of an Early Termination Date the obligations of the parties to make any further payments or delivery under Clause F20.1 above shall cease or, where not all outstanding Transactions are being terminated, shall cease in relation to those Transactions which are to be terminated, but, in each case, without prejudice to the other provisions of this Agreement.

- F23.6 If an Event of Default under Clause F23.4 has occurred and is then continuing, the Bank may without notice to you terminate one or more or all outstanding Transactions at its sole and absolute discretion and the date of such termination shall, in this case, constitute an Early Termination Date. Upon the occurrence of an Early Termination Date the obligations of the parties to make any further payments or delivery under Clause F20.1 above shall cease or, where not all outstanding Transactions are being terminated, shall cease in relation to those Transactions which are to be terminated, but, in each case, without prejudice to the other provisions of this Agreement.
- F23.7 On the Early Termination Date or as soon as reasonably practicable thereafter the Bank shall determine in good faith its net loss or gain as a result of the early termination of the terminated Transactions and shall provide to you as soon as practicable after making such determination a statement showing, in reasonable detail, the amount of such net loss or gain (the “**Early Termination Amount**”). In determining its net loss or gain, the Bank may convert any amount from one currency to any other currency and may have regard to any loss of bargain, cost of funding, loss or cost associated with unwinding or re-establishing a hedge or related trading position or any gain resulting from any of them and shall also take into account any amounts that became due and payable (or, but for Clause F20.2, would have become due and payable) by either party prior to the Early Termination Date.
- F23.8 If the Early Termination Amount represents a net loss (for example, a net in-the-money position) to the Bank, you shall pay the Early Termination Amount to the Bank on the first local banking day after you receive notice of the Early Termination Amount. If the Early Termination Amount represents a net gain (for example, a net out-of-the-money position) to the Bank, the Bank shall pay the Early Termination Amount to you.

“**Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and currency deposits) in Hong Kong or such other relevant jurisdiction as the Bank may from time to time specify.

Illegality or Impossibility

- F24.1 If an event or circumstance occurs where it becomes impossible (other than as a result of its own misconduct) or unlawful, for any reason whatsoever, including due to (a) a natural or man made disaster; (b) an act of war, insurrection, terrorism or civil strife; or (c) an action by the Government or any instrumentality of or in the jurisdiction of the Designated Branch as defined in Clause F26.2 (whether de jure or de facto) or any other circumstance beyond a party’s control, for either party to perform any absolute or contingent obligation to make a payment or delivery under any Transaction or to otherwise comply with this Part or any other agreement between the parties (such event, an “**Illegality or Impossibility Event**”), then the Bank may terminate all outstanding Transactions affected by such Illegality or Impossibility Event by notice, in which case the obligations of the parties to make any further payments or delivery under Clause F20.1 shall cease (but without prejudice to the other provisions of this Agreement), and the provisions of Clauses F23.7 and F23.8 shall apply to determine an Early Termination Amount as though an Event of Default had occurred in respect of that party regardless of whether the relevant Illegality or Impossibility Event is continuing.

Set-Off

- F25.1 In addition to any other rights of set-off which it may have under this Agreement or as a matter of law or otherwise, the Bank shall have the right (but shall not be obliged) to set off any of your Obligations (as defined below) against any Obligation of the Bank. For this purpose, the Bank may convert any Obligation to another currency at an appropriate market rate. An “**Obligation**” of a party means any obligation, matured or unmatured, contingent or otherwise, owed by that party to the other party, whether or not arising under this Agreement.
- F25.2 If an Obligation is unascertained, the Bank may estimate the amount of the Obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the Obligation is ascertained.
- F25.3 The Bank shall, as soon as practicable thereafter, give you notice of any exercise of its rights under this Clause F25.

Bank as Multibranch Party

- F26.1 The Bank may make and receive payments or deliveries under any Transaction through any office or branch which it may from time to time specify in the relevant Confirmation.

- F26.2 Obligations to pay or deliver under a Transaction are obligations of the branch specified in the relevant Confirmation in accordance with Clause F26.1 (the “**Designated Branch**”). If the Bank is not able to discharge such obligations through the Designated Branch as a result of an Illegality or Impossibility Event, such obligations shall not be payable or collectible at its head office or any other of its branches outside of the jurisdiction of the Designated Branch. Under these circumstances, you shall not have any right of action for any loss, damage, or other consequence of any such action or threat of action against the head office of the Bank or any other of its branches outside of the jurisdiction of the Designated Branch.

Relationship Between You and The Bank

- F27.1 In the absence of a written agreement between you and the Bank that expressly imposes affirmative obligations to the contrary for that Transaction, on each date that you enter into a Transaction with the Bank, you represent, warrant and confirm that:
- (a) you are acting for your own account, and you have made your own independent decision to enter into each Transaction and as to whether that Transaction is appropriate or proper for you based upon your own judgement and upon advice from such advisers as you have deemed necessary. You are not relying on any communication (written or oral) of the Bank as investment advice or as a recommendation to enter into any Transaction, it being understood that information and explanation related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the Bank shall be deemed to be an assurance or guarantee as to the expected results of any Transaction;
 - (b) you are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and you understand and accept the terms, conditions and risks of each Transaction. You are also capable of assuming, and assume, the risks of such Transaction;
 - (c) the Bank is not acting as a fiduciary or an advisor to you in respect of any Transaction;
 - (d) discussions of termination or limitation of risk with respect to a Transaction and/or provision by the Bank of indicative valuations, financial analyses or other statements of valuation and risk based on market movements (i) are based only on the Bank’s business and experience as a provider of financial services, (ii) are subject only to the duty of the Bank to act in good faith and to no other duty and (iii) do not constitute guarantees or assurances of financial results or commitments to terminate or otherwise limit exposure under any Transaction, it being understood that the Bank undertakes duties, liabilities or obligations under this Agreement or in respect of a Transaction only through written documentation expressly so undertaking and signed by its duly authorised officer; and
 - (e) in so far as you are not acting as a dealer or a market professional in the relevant market, each Transaction is entered in to in accordance with your authorised policies for purposes of hedging or managing your assets, liabilities and/or investments or in connection with a line of business (and not for speculation).
 - (f) you understand that the Bank, its Agent, Nominees or affiliates may have a similar or an opposite position to your order or Investments held in your Accounts or purchased, sold or otherwise transacted for the Account from time to time, and that the Bank, its Agents, Nominees or affiliates may be engaged in purchasing, selling or otherwise transacting such Investments for its/their clients.

Margin Trading

- F28.1 The Bank may from time to time at its discretion permit you, subject to the maintenance with the Bank of adequate Margin and other terms hereof and/or prescribed by the Bank from time to time, to utilise the investment services referred to in this Section F in the purchase or subscription for particular type(s) of Investments as the Bank may from time to time decide appropriate without the full receipt of the funds required for such purpose. In accepting such Margin trading as permitted by the Bank, you agree to comply with the following terms:
- (a) you hereby charge to the Bank the Margin Account and all Margin, and authorise the Bank to block the Margin Account and set-off and combine all amounts therein against the Indebtedness at any time, regardless of the type of currency or currencies in which such Indebtedness may be denominated. In addition to the Bank’s other rights and remedies, you agree to provide such additional Margin as the Bank may from time to time require, and similarly charge such Margin to the Bank. The Bank shall be entitled to maintain all Margin at any of its branches and it shall not bear any interest thereon;

- (b) the Bank shall not be obligated to carry out any Instruction regarding Investments unless at such time adequate Margin is maintained to the satisfaction of the Bank;
- (c) you shall at all times maintain such Margin requirements as determined by the Bank from time to time. The amount of Margin required shall not be less than, but may exceed, the amounts as may be required by such laws, rules and regulations as may be applicable in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value. If the Bank determines that additional Margin is required, you agree to deposit with the Bank such additional Margin upon demand, provided, however that notwithstanding any demand for additional Margin, the Bank may at any time proceed in accordance with paragraph (f) of this clause. The Bank may change Margin requirements in its sole discretion and at any time by notice to you (which may be given orally). The terms of the Bank's margin lending and margin call policy for specific transactions shall be notified to you before any Transactions are carried out. No previous Margin shall establish any precedent;
- (d) you shall pay interest on all overdue balances (including interest arising after a judgement debt is obtained against you) at such rates (before as well as after judgement) and on such other terms as the Bank may in its absolute discretion determine and notify to you from time to time;
- (e) you shall not sell, grant any option over or otherwise deal in any way nor grant, create or allow to exist any mortgage, pledge, lien, assignment, hypothecation, encumbrance or other security interest over the Margin Account; and
- (f) the Bank at your sole risk shall have the right, without your consent, (i) whenever in its sole discretion the Bank considers it necessary for the Bank's protection, because of Margin requirements or otherwise, or (ii) in the event that a bankruptcy petition or a winding-up petition is filed by or against you, or (iii) when an attachment is levied against any Account, or (iv) in the event of your death or judicial declaration of your incompetence, to:
 - (i) obtain satisfaction of any Indebtedness you may have towards the Bank (either directly or by way of guarantee or suretyship) out of any property of whatever nature belonging to you in the custody or control of the Bank including those at any of the branches of the Bank and/or its subsidiaries; and
 - (ii) sell any or all Investments, close out and liquidate any outstanding contracts; and cancel any outstanding instruction or orders for the purpose of closing any of your Account in such manner determined by the Bank in its sole discretion and whether or not at a loss and you shall be liable for all losses, without further demand for Margin or additional Margin, and without notice to you. You shall, at all times, be liable for any deficiency remaining in such Account in the event of the liquidation thereof in whole or in part by the Bank or by you. In the event the proceeds realised pursuant to the authorisation aforesaid are insufficient for the payment aforesaid are insufficient for the payment of all of your Indebtedness due to the Bank, you shall, promptly pay, upon demand, the deficit, together with interest thereon and all costs of collection (including legal fees on a full indemnity basis). You acknowledge that the Margin requirements are for the Bank's protection only and the Bank shall not be liable for any losses suffered by you as a result of the Bank's determination not to close out or liquidate any positions or the manner in which it does so.

General

F29.1 Neither party may transfer any right or obligation under this Part without the prior written consent of the other party and any purported transfer without such consent shall be void. However, the Bank may make such a transfer of all or any part of its interest in any amount payable to it by you under Clauses F23 and F24.

F29.2 The Calculation Agent for each Transaction shall be the Bank, whose calculations and determinations shall be binding in the absence of manifest error.

F29.3 EMU and Continuity of Contract.

- (a) Except as provided in sub-clause (b) below, the occurrence or non-occurrence of an event associated with economic and monetary union in the European Community shall not have the effect of altering any provision of this Part, or discharging or excusing performance under this Part or in respect of any Transaction, in and of itself, giving rise to an Event of Default, or otherwise for the effective designation of an Early Termination Date.

An event associated with economic and monetary union in the “European Community” includes, without limitation, each (and any combination) of the following:

- (i) the changeover to or operation of the Euro a single or unified European currency (whether known as the euro or otherwise);
 - (ii) the fixing of conversion rates between a member state's currency and the Euro or between the currencies of member states;
 - (iii) the substitution of the Euro for the ECU as the unit of account of the European Community;
 - (iv) the introduction of the Euro as lawful currency in any member state;
 - (v) the withdrawal from legal tender of any currency that, before the introduction of the new Euro, was lawful currency in one of the member states; or
 - (vi) the disappearance or replacement of a relevant rate option or other price source for the ECU or the national currency of any member state, or the failure of the agreed sponsor (or a successor sponsor) to publish or display a relevant rate, index, price, page or screen.
- (b) Any Amendment between the parties that amends or overrides this provision in respect of any Transaction will be effective if it is in writing and expressly refers to this provision or to European monetary union or to an event associated with economic and monetary union in the European Community.
- F29.4 No provision of this Part shall be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is made in writing and signed by the Bank's authorised officers. Notwithstanding any other provision in this Agreement, the Bank may alter, amend or add to any terms and conditions contained in this Part. Such changes shall be binding on you in accordance with the terms of any notice directed to your last known address.
- F29.5 Without prejudice to any other provision in this Agreement, you shall pay to the Bank on demand all taxes, levies, fees, stamp, registration, documentation or similar taxes, costs, and reasonable expenses paid or reasonably incurred by the Bank (including all professional and legal fees on a full indemnity basis) or payable under or in connection with the performance of, amendment of, waiver in respect of, protection or enforcement or any rights under this Agreement and/or any security or other documentation execution pursuant to, under or in connection with this Agreement (including all such sums incurred and payable by virtue of your omission to pay or delay in paying any such sums).
- F29.6 You shall pay and indemnify the Bank against Goods and Services Tax in Hong Kong (or any tax of a similar nature that may be substituted for it, levied in addition to it or any similar tax in any jurisdiction) chargeable in respect of any payment you made under any of the terms of or in connection with the Transaction or in respect of any payment made by the bank where you hereby agree to reimburse the Bank for such payment.
- F29.7 Without prejudice to Clauses F20.2, F23.7 and F23.8, the obligations of the parties under this Part shall survive the termination of any Transaction.

PART FOUR

CUSTODIAN SERVICES

Custodian Services

- F30.1 All the Investments acquired or transacted by you through the investment services offered by the Bank pursuant to this Agreement or otherwise belonging to you and delivered to the Bank (collectively, “**Acquired Assets**”) shall be held in the custody of the Bank or its Nominees and the provisions contained in this Part shall apply to such custody.
- F30.2 The Bank shall procure that each Nominee keeps separate records in its books of all Acquired Assets received and held by it from time to time for your account and shall arrange for all such Acquired Assets to be held in safe-custody in such manner and in such name as the Bank may in its absolute discretion determine. Custody of the Acquired Assets may be held on the basis that it is capable of being separately identified as belonging to or being attributed to the relevant customer or otherwise (as solely determined by the Bank or the Nominees). If custody is held on the basis that it is not capable of so separately identified the Acquired Assets shall be pooled, to the intent and purpose that the Acquired Assets which in the opinion of the Bank are of the same nature or category are held together. The Nominees shall hold such pools for all relevant customers so that each customer shall have a proportionate beneficial entitlement or share (as increased or decreased by subsequent purchases or sales) in each relevant pool. Custody abroad is subject to applicable law, regulations and customs in the relevant jurisdiction.

- F30.3 The Bank shall be entitled to authorise the Nominees to appoint, without your further consent, any bank, trust company or member firm of any securities exchange to act as (a) a sub-custodian of any of the Acquired Assets held by the Nominees pursuant to this Agreement and (b) an administrator to assist in the performance of obligations pursuant to this Agreement (“**Sub-Custodian**”) on such terms as the Bank may, in its absolute discretion consider appropriate provided that if the Bank and/or the Nominees has exercised reasonable care and skill in the selection of any such Sub-Custodian, the Bank shall not be liable or responsible for any act or omission of any such Sub-Custodian or any of its officers, employees, servants or agents in connection with the Acquired Assets in its custody.
- F30.4 Unless and until the Bank receives an Instruction to the contrary the Bank shall and shall procure that the Nominees and/or Sub-Custodian (as the case may be) shall:
- (a) (to the extent that the Bank or the Nominees has actual notice of the relevant event) present for payment the Acquired Assets which are called, redeemed or retired or otherwise become payable and all coupons and other income items held pursuant to this Agreement for your account which call for payment upon presentation and hold the cash received upon such payment for your account;
 - (b) hold for your account all stock dividends, rights and similar securities issued with respect to any Acquired Assets held pursuant to this Agreement;
 - (c) receive and collect all interest, dividends and other payments or distributions of income in respect of the Acquired Assets;
 - (d) exchange interim receipts or temporary securities for definitive securities;
 - (e) where monies are payable in respect of any of the Acquired Assets in more than one currency, collect them in such currency as may be permissible by law as the Bank and/or the Nominees may in its discretion determine;
 - (f) complete and deliver on your behalf as beneficial owner any ownership certificates in connection with the Acquired Assets as may be required by law; and/or
 - (g) dispose of monies, collected as aforesaid or received as proceeds of redemption of any of the Acquired Assets or otherwise, in accordance with the provisions of this Agreement.
- F30.5 The Bank shall (but is not obligated to) use all reasonable efforts to make available to you on request all annual and bi-annual reports and accounts produced by the Acquired Assets in respect of which Investments are held on your behalf pursuant to this Agreement and shall (but is not obligated to) procure that all relevant notices or circulars issued by such Investments and received by the Nominees in relation to your Investments are delivered by the Nominees to you.
- F30.6 The Bank and/or the Nominees are not required to notify the Customer of the dates of, proxies or any other information relating to any shareholder/bondholder (or similar) meetings of the companies whose Acquired Assets are held by the Nominees for your Account. Neither the Bank nor the Nominees are obliged to exercise any voting rights attached to the Acquired Assets unless instructed by you and subject to indemnities and provision for fees, charges and expenses reasonably incurred by the Bank and/or the Nominees as the Bank and/or the Nominees may reasonably require.
- F30.7 You hereby authorise the Bank, at its discretion, to take such steps as it may consider expedient to enable it to provide the custodian services and to exercise its powers hereunder, including, without limitation, the right:
- (a) to comply with any law, regulation, order, directive, notice or request of any Regulator (whether or not having the force of law) requiring the Bank to take or refrain from action;
 - (b) on your behalf, to withhold and/or to make payment of any taxes or duties payable on or in respect of Acquired Assets and/or any transfer thereof;
 - (c) in the absence of or delay in receiving Instructions from you in response to a request, to act or refrain from acting as it may deem expedient;
 - (d) to return to you Acquired Assets which may not have the same serial number or identification as those originally deposited with or received by the Bank; and
 - (e) to participate in and to comply with the rules and regulations of any system which provides central clearing and settlement facilities in respect of Acquired Assets.
- F30.8 The Bank shall be under no duty to investigate, participate in or take affirmative action concerning attendance at meetings, voting or other rights attaching to or derived from Acquired Assets except in accordance with your Instruction. The Bank shall have no responsibility to take any action in respect of proxies received.

- F30.9 Upon being fully indemnified to the Bank's reasonable satisfaction for costs and liabilities by you and upon your production to the Bank of such evidence as may be requested by it, the Bank shall execute, or shall procure the execution by the Nominees and/or Sub-Custodian of, such ownership and other certificates and affidavits as you may reasonably request for fiscal or tax purposes in connection with the Acquired Assets held pursuant to this Agreement and shall make or procure the making of such applications and reports as may be required under the laws of any jurisdiction in order to apply for or secure any tax privileges to which you are or may otherwise be entitled in connection with such Acquired Assets.
- F30.10 Any comments, information and data that may be provided by the Bank are for reference only and not intended as investment advice or for trading or other purposes. They may be provided to the Bank by other persons or compiled by the Bank from information and materials provided by other persons. The Bank does not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, information or data or whether it is fit for any purpose. The Bank does not assume any liability for any reliance on any commentaries, information or data by you or any other person.

Limitation on Liability and Indemnity

- F31.1 The provision of the custodian services does not constitute the Bank a trustee and the Bank shall have no trust or other obligations in respect of the Acquired Assets except those contained in this Agreement.
- F31.2 The Bank is under no duty to examine or verify the validity of the ownership of or title to any Acquired Assets and shall not be liable in respect of any defect in ownership or title.
- F31.3 The Bank shall not be liable for any present or future taxes or duties payable on or in respect of the Acquired Assets and/or any transfer thereof nor for the management of or any diminution in the value of the Acquired Assets.
- F31.4 The Bank shall not be liable for losses of any kind which may be incurred by you and for which you are not insured as a result of the provision of the custodian services by the Bank in accordance with your Instructions nor in any other case unless due to the negligence or wilful default of the Bank. In such an event, the Bank's liability shall not exceed the market value of the relevant Acquired Assets at the time of such negligence or wilful default. In no circumstances shall the Bank be liable for any special, general or consequential damages, even if the Bank has been advised of the possibility of such damages.
- F31.5 You shall indemnify the Bank, any other person appointed by it and their respective officers and employees on a full indemnity basis against all liabilities, claims, costs and damages of any kind which may be reasonably incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the custodian services and/or the enforcement of this Agreement, unless due to the negligence or wilful default of the Bank, any other person appointed by it or their respective officers or employees and this indemnity shall continue notwithstanding the termination of this Agreement.

Fees and Expenses

- F32.1 You shall pay fees to the Bank for the provision of the custodian services which the Bank may prescribe from time to time and all other expenses incurred by the Bank or any other person appointed by it in the provision of the custodian services including, without limitation, transfer taxes and duties upon transfers of the Acquired Assets.
- F32.2 If any of the fees and expenses referred to above remain outstanding after they have become due and payable then,
without prejudice to clauses A17.1 and F11.2 above:
- (a) the Bank shall be entitled to debit automatically and/or set off against any of your Accounts with the Bank in or towards settlement;
 - (b) the Bank shall have a lien over the Acquired Assets with power to sell any of such Acquired Assets in or towards settlement: and
 - (c) the Acquired Assets shall automatically stand as security to the Bank for such fees and expenses and the Bank is hereby authorised to sell, by public or private sale, all or any of the Acquired Assets which stands as security, on such terms and conditions as it thinks fit, without liability to the Acquired Assets for any loss and to apply the proceeds of sale, after deduction of expenses, in or towards settlement.

PART FIVE

OTHER SERVICES

- F33.1 The Bank may from time to time offer other services to you. New or other terms and conditions governing such services may apply and these shall be notified to you in writing. Such terms and conditions shall be binding on you upon your use of such services notwithstanding non-receipt of any such notification by you.

SECTION G

TELEPHONE INSTRUCTIONS

- G1.1 When permitted by the Bank, the Customer agrees, in addition to other applicable provisions of this Agreement, to comply with the terms set out in this Section in giving telephone Instruction to the Bank other than in writing contained in specific form(s) prescribed by the Bank. The Bank shall at its own discretion set any Transaction limit and from time to time vary such limit it deems appropriate when permitting the Customer in giving telephone Instruction.
- G1.2 (a) The Customer hereby authorises the Bank to accept any Instruction given by telephone by any person quoting the title and the number of the relevant Account and the Customer's identification code ("Code") (if a code has been assigned) or providing other details as may be requested by the Bank for validity check, without any inquiry by the Bank as to the authority or identity of the person making or purporting to give such phone Instruction or the authenticity thereof.
- (b) The Bank shall be under no duty to inquire into the authenticity of any telephone Instruction or the identity or authority of the person giving or purporting to give any telephone Instruction, except that the Bank shall be obliged to verify the title and number of the Account in question and/or the Code (if a Code has been assigned) quoted by the person giving or purporting to give the Instruction.
- (c) Where the Customer's account may be operated by more than one person (whether by an Authorised Signatory or otherwise), any telephone Instruction from one of such persons may, unless otherwise agreed between the Bank and the Customer, be accepted and acted on by the Bank.
- G1.3 The Customer agrees that any and all payments and acts by the Bank in accordance with such telephone Instruction shall be binding upon the Customer and that such telephone Instruction shall be irrevocable and the Customer shall not be entitled to revoke, challenge or vary any transaction so effected, regardless of the circumstances prevailing at the time of such telephone Instruction or the nature of the Transaction, agreement or banking facilities arrangement made pursuant to such telephone Instruction, or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or lack of authority in relation to such telephone Instruction.
- G1.4 The Bank may, but is not obliged to, contact the Customer to confirm or require the Customer to confirm (including by telephone) the telephone Instruction given as aforesaid before acting upon such telephone Instruction. Notwithstanding the foregoing, the Bank is authorised to act on such Instruction prior to receipt of such confirmation, and the Bank shall not be liable for so acting even if such confirmation is not received by the Bank.
- G1.5 The Bank may in its sole discretion without having to state the ground for such refusal and without any liability whatsoever, refuse to act upon any telephone Instructions or such part thereof as the Bank thinks appropriate. Without prejudice to the generality of the foregoing, the Bank may refuse to so act if any Instructions are unclear, or if the Bank receives conflicting Instructions, or if the Bank believes, in good faith, that the Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of the law.
- G1.6 The Customer undertakes to the Bank and is under a positive duty to keep the Code (if any) to the Customer in secrecy without disclosure to any party. Upon notice or suspicion of the Code being disclosed to any unauthorised person or any unauthorised telephone Instruction being given, the Customer shall notify the Bank in person immediately. The Customer shall effect and design sufficient safeguards against any improper use or misuse of any communication equipment located at the place of the Customer for giving telephone Instruction to the Bank. The Customer shall only give telephone Instruction through the telephone line(s) assigned by the Bank.
- G1.7 The Customer agrees to indemnify the Bank against all claims, costs, charges or expenses incurred by the Bank in relation to or arising out of any acts of the Bank in carrying out any telephone Instruction and as a consequence thereof to reimburse to the Bank, on first demand and in the currency in which the same shall have been made, all payments made as a result thereof. Under no circumstances shall the Customer seek to hold the Bank or any of its directors, officers or employees liable for any losses suffered by reason of the Bank or any of its directors, officers or employees acting on telephone Instruction that are believed to be genuine except in the case of the Bank's gross negligence or wilful misconduct.

- G1.8 Without limiting the generality of Section A22, the Bank will not be responsible or liable for any loss or expense suffered or incurred by the Customer arising from power failures or any failure of its communication system. The Customer shall assume the entire risk of error, misstatements and unauthorised intervention by third parties in the facsimile communications to the Bank and of fraudulent, unauthorised or otherwise improper use of any communication system used to give telephone Instruction.
- G1.9 The Customer may apply to the Bank for any one or more Accounts carrying the same title as the signed Account Opening Application in respect of the Customer's existing Account(s) by telephone. The Customer shall provide any information as reasonably requested by the Bank for validity check. The Bank shall have sole discretion in deciding whether to provide any Account to the Customer.
- G1.10 The Customer may apply for a cheque book in relation to his Current Account by way of telephone Instructions. Such application will have the same effect as the submission of a completed and duly signed application for the issue of cheque book by the Customer to the Bank.
- G1.11 The Customer understands and accepts the Bank's right to terminate this Section of the Agreement at the Bank's discretion and without prior notice. Such cancellation, withdrawal or termination will not release the Customer from any liability hereunder in respect of any act performed by the Bank in accordance with the Section prior to such cancellation, withdrawal or termination.
- G1.12 This Section shall remain in force notwithstanding any change(s) in the name or constitution of the Customer and shall be binding upon successors and assigns of the Customer.

SECTION H

FACSIMILE INSTRUCTIONS

- H1.1 When permitted by the Bank, the Customer agrees, in additional to other applicable provisions of this Agreement and other policies and procedures set by the Bank in relation to facsimile Instruction, to comply with the terms set out in this Section in giving facsimile Instruction to the Bank other than in writing contained in specific form(s) prescribed by the Bank.
- H1.2 The Customer authorises the Bank to make all payments and to comply with all facsimile Instruction purportedly originates from the Customer without receiving subsequent confirmation from the Customer, and agrees that any and all payments and acts by the Bank in accordance with such facsimile Instruction shall be binding upon the Customer. This is so regardless of the circumstances prevailing at the time of such facsimile Instruction, or the nature of the Transaction, agreement or banking facilities arrangement made pursuant to such facsimile Instruction, or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or lack of authority in relation to such facsimile Instruction.
- H1.3 The Customer shall only give the facsimile Instruction through the facsimile line assigned by the Bank in respect of specified type of Transaction. The Bank may specify different facsimile lines for different types of Transaction at its absolute discretion. The reception report (if any) generated by the Bank facsimile transceiver, machine or equipment shall be conclusive evidence as to which facsimile line is used and the time of actual receipt by the Bank. The Bank may, at its absolute discretion, refuse to act on any facsimile Instruction which are given through non-designated facsimile line and the Bank is under no duty to inform the Customer thereof nor shall be held liable in respect thereof.
- H1.4 The Customer shall and undertakes to take all reasonable precautions against fraudulent, unauthorised or otherwise improper use of any facsimile transceiver, machine or equipment located at the place of the Customer for giving facsimile Instruction to the Bank.
- H1.5 In order to fulfill its obligations hereunder and under any facsimile Instruction purportedly originates from the Customer, the Bank shall only be obliged to verify the signature appearing in any facsimile Instruction against the signature of the Customer as registered in the Bank's records. In case the signature appearing in any facsimile Instruction, in the Bank's sole and reasonable opinion, adequately resembles the Customer's registered signature, then such facsimile Instruction shall be conclusively deemed the Customer's Instruction. Except as stipulated in this Clause, the Bank is exonerated from any duty to verify or otherwise investigate into the authenticity of any facsimile Instruction purporting to originate from the Customer.
- H1.6 The Customer agrees to indemnify the Bank against all claims, costs, charges or expenses suffered by the Bank in relation to or arising out of any acts of the Bank in accordance with any facsimile Instruction and as a consequence thereof to reimburse to the Bank, on first demand and in the currency in which the same shall have been made, all payments made as a result thereof. Under no circumstances shall the Customer seek to hold the Bank or any of its directors, officers or employees liable for any losses suffered by reason of the Bank or any of its directors, officers or employees acting on facsimile Instruction that are believed to be genuine except in the case of the Bank's gross negligence or wilful misconduct.
- H1.7 Without limiting the generality of Section A22, the Bank will not be responsible or liable for any loss or expense suffered or incurred by the customer arising from power failures and/or any failure of its facsimile transceiver, machine or equipment (including but not limited to loss or mutilation of message received). The Customer shall assume the entire risk of error, misstatements and unauthorised intervention by third parties in the facsimile communications to the Bank and of fraudulent, unauthorised or otherwise improper use of any facsimile equipment used to give facsimile Instruction.
- H1.8 Any facsimile Instruction received after the cut-off time on any day as determined by the Bank from time to time without notice to or consent of the Customer, will only be carried out by the Bank on the next working day.
- H1.9 The Bank may in its sole discretion without having to state the ground for such refusal and without any liability whatsoever, refuse to act upon any facsimile Instructions or such part thereof as the Bank thinks appropriate. Without prejudice to the generality of the foregoing, the Bank may refuse to so act if any facsimile Instructions that are unclear, or if the Bank receives conflicting facsimile Instructions, or if the Bank believes, in good faith, that the Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of the law.

- H1.10 The Bank may refuse to act on any facsimile Instruction which, in its opinion, are ambiguous or incomplete and the Bank is under no duty to clarify the same with the Customer. The burden of proof in respect of non-receipt of any facsimile Instruction is on the Customer.
- H1.11 When the Bank assigned a specific identification code ("the Code") to the Customer in relation to facsimile Instruction, the Customer accepts responsibility for the safe custody of the Code and will ensure that such Code is only accessible to those authorised to use it and acknowledge that such Code shall remain the Bank's property and will return to the Bank on demand. The Bank is entitled to assume that the use of the Code will be restricted to persons authorised by the Customer. The Customer understands and accepts the Bank's right to cancel and withdraw the use of the Code and to terminate this Section of the Agreement at the Bank's discretion and without prior notice. Such cancellation, withdrawal or termination will not release the Customer from any liability hereunder in respect of any act performed by the Bank in accordance with the Section prior to such cancellation, withdrawal or termination.
- H1.12 This Section shall remain in force notwithstanding any change(s) in the name or constitution of the Customer and shall be binding upon successors and assigns of the Customer.

SECTION I

SHORT TERM ADVANCES AND CREDIT FACILITIES

Facilities

- I.1.1 The Bank may from time to time at its discretion grant to the Customer short term advances or credit facilities (collectively the "**Facilities**") of such nature of and up to but not exceeding the amount in any currency as it shall from time to time change and notify the Customer.
- I.1.2 Interest on the Facilities shall be calculated on the daily balance at the Bank's customary rate and payable by the Customer monthly in arrears or in advance as the Bank may from time to time specify and shall be paid in cash by the Customer or at the Bank's option, compounded to become a part of the Facilities. A percentage commission on the maximum Facilities shall be payable by the Customer at the Bank's customary rate and as demanded by the Bank.

Default Events

- I.2.1 If any of the following events (each a "**Default Event**") shall occur:-
- (a) the Customer shall not have provided all Margin when requested by the Bank in respect of Margin Trading of Investments hereunder;
 - (b) the Customer shall fail to make any payment hereunder when due or on demand;
 - (c) it shall become illegal or impossible or be asserted by any central bank or other governmental authority to be illegal or impossible for the Customer or the Bank to perform any of their respective obligations hereunder;
 - (d) the Customer shall generally not pay any of his debts as it becomes due, or shall admit in writing his inability to pay his debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Customer or any order shall be made by any competent court or other appropriate authority for its liquidation (or his bankruptcy) or for the appointment of a liquidator, receiver or trustee for any part of the Customer's property, revenues or undertaking;
 - (e) distress, execution, sequestration, attachment or other process is levied against any or all of the assets, rights or revenues of the Customer; or
 - (f) the Bank considers, at its discretion, it advisable or necessary to safeguard its interest under the terms of this Agreement.

Then, the Bank may, without prejudice to its right to otherwise declare payment of any amounts payable by the Customer hereunder to be forthwith due and payable, (a) declare that the Indebtedness shall be forthwith due and payable, without any notice to the Customer; or (b) terminate any of the Facilities to the Customer.

SECTION J

THE BANK'S DATA POLICY

- J1 You agree that the Bank's applicable data policies and its other communications concerning data issued from time to time shall apply to all information provided by you. A copy of the Bank's Data Policy Notice has been provided to you with this Agreement and forms part of this Agreement as if set out here in full. Copies of the Data Policy Notice and the Bank's Opt Out Form are available on request, at branches and from the website (www.anz.com/hongkong). You agree that all of your information now provided or which the Bank obtains from other sources or from your relationship with the Bank will be subject to the Bank's Data Policy Notice and/or other communications (as may be varied from time to time). You understand and agree in particular that:
- (a) the Bank may:
 - (i) obtain, verify, and provide information about you from other organisations, institutions or other persons;
 - (ii) transfer data outside the Hong Kong SAR including to other members of the Bank's group of company locations;
 - (iii) compare any data obtained with your data, and use the results for taking of any actions including actions that may be adverse to your interests (including declining an application);
 - (iv) provide your data to credit reference agencies, and, in the event of default, to debt collection agencies.
 - (b) You may request that your data is not used for marketing purposes, by signing and returning the Bank's Opt Out Form.
- J2 This notice shall be deemed an integral part of all contracts, agreements, facility letters, account mandates and other binding arrangements entered into or intended to be entered into between you and the Bank.

SECTION K

DEFINITIONS AND INTERPRETATION

K1.1 Unless otherwise defined, for the purposes of this Agreement:

"Account"	includes, without limitation, Designated Account and its sub-accounts or any account(s) of the Customer maintained or opened with the Bank.
"Affiliate"	in relation to the Bank means any subsidiary, holding company or a subsidiary of the holding company of the Bank, or agents of the Bank and includes its respective successors.
"Agent"	means any broker, dealer, counterparty, correspondent, collection, remitting or settlement bank or agent or custodian or sub-custodian, nominee selected or used by the Bank.
"Aggregate Amount"	means the aggregate amount of money deposited with the Bank by certain depositor(s) for investment in the Interest / Currency Linked SD(s) and also the minimum amount required for each Launch of the Interest / Currency Linked SD by the Bank, as determined by the Bank from time to time.
"Application Form"	means the application form to be signed by the Depositor and approved by the Bank for placement in the Interest / Currency Linked SD.
"Authorised Signatories"	means the person(s) for the time being designated by the Customer as authorised signatories and notified in writing to the Bank.

“Business Day”	means a day other than Saturday or Sunday, which the Bank is open for business to the public and in relation to payments, a day on which banks are generally open in the principal financial center of the country of the relevant currency and, where the context permits, also means, in respect of each type of Transaction, the business hours prescribed by the Bank from time to time when the Instruction may be given to and accepted by the Bank. Any payment due on a day which is not a business day shall be due on the next succeeding business day, but if that date falls in the following month, on the preceding business day.
“Credit Support Document”	means any documents evidencing the charge, deposit, guarantee or other security given by a party or its Credit Support Provider to the other party in respect of a relevant Transaction.
“Credit Support Provider”	means any person entering into a Credit Support Document on behalf of the relevant party in respect of a relevant Transaction.
“Deposit Currency”	means the currency in which the Interest / Currency Linked SD is placed;
“Depositor”	includes the person or the company or the enterprise or, as the case may be, each person or company or enterprise whose name(s) and address(es) are specified in the Schedule hereto;
“Expiration Date”	means the date as specified in the Interest / Currency Linked SD Transaction Notice, which shall be no later than the Maturity Date;
“Extraordinary Event”	means any event which the Bank determines, in its absolute discretion, is beyond the Bank’s reasonable control and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfer of currencies, commodities, securities, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying currencies, commodities, securities or instruments.
“Foreign Currency”	shall mean any currency (or sub-unit of any currency) other than Local Currency.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Indebtedness”	means all monies, obligations and liabilities which are now or hereafter may be or become due or owing or incurred by you to the Bank or any of its branches or subsidiaries wherever located, including but not limited to all loans, advances, facilities, credits or other financial accommodation transactions extended to or entered into with you or other persons at your request, or guarantees in whatever forms, indemnities, counter-indemnities, undertakings or documentary credit issued by, or obligations assumed by the Bank in favour of you or other persons at your request, whether joint or several, as principal or surety, actual or contingent, or present or future, in the Local Currency or in the Foreign Currency together with interest, commissions, fees, charges, discounts and all expenses and legal cost on a full indemnity basis owing by you to the Bank or its Agents in connection with the performance and enforcement of and termination of any Account or the Bank’s services hereunder.
“Indicative Interest Rate Scope”	means the interest rate range prescribed by the Bank from time to time, with reference to which, the Interest Rate could be fixed;

“Initial Date”	means the date of Launch of the Interest / Currency Linked SD as specified in the Interest / Currency Linked SD Transaction Notice;
“Interest / Currency Linked SD Transaction Notice” (or “Notice”)	means the notice issued by the Bank specifying amongst others the principal of the Interest / Currency Linked SD, Initial Date, Maturity Date, interest rate of the Interest / Currency Linked SD, Interest / Currency Linked SD yields, settlement procedures and other relevant matters;
“Instruction”	means any of your instruction as may be given in such form and delivered or transmitted to the Bank by such means as the Bank may prescribe and permit, in each case subject to the applicable minimum and/or maximum amounts or other restriction(s) as may be determined by the Bank from time to time in respect of any particular type of instruction.
“Investments”	means your investments including, without limitation, all Securities, cash, assets and balance in the Account retained by, under the control of or charged in favour of the Bank or its Agents from time to time.
“Investment Period”	means the period commencing on the Initial Date and ending on the Maturity Date;
“Launch”	means the launch of the Interest / Currency Linked SD, starting from the time of which the Interest / Currency Linked SD is opened, the interest thereof is accrued;
“Law”	means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, circular, code of practice, code of conduct or prudential requirement, in any country;
“Local Currency”	shall mean Hong Kong Dollar.
“Margin”	means the amount of immediately available funds and/or Securities (including all substitutions therefor, all additions and accretions thereto and all interest, dividends, options and other rights arising therefrom and attaching thereto) maintained, or required to be maintained, with the Bank by you or a third party or third parties acceptable to the Bank in one or more Accounts designated for the purpose (“ Margin Account ”). [Existing wordings: “Margin” means the amount of immediately available funds maintained, or required to be maintained, with the Bank by you or a third party or third parties acceptable to the Bank in one or more Accounts designated for the purpose (“ Margin Account ”).]
“Maturity Date”	means the maturity date of the Interest / Currency Linked SD as specified in the Interest / Currency Linked SD Transaction Notice;
“Non-Business Day”	means a day which is not a Business Day;
“Placement”	means placement of the Aggregate Amount for the purpose of Launch of the Interest / Currency Linked SD, completion of which will lead to Launch of the Interest / Currency Linked SD;
“Placement Period”	means the period from the date the Depositor gives the instruction to the Bank to invest in the Interest / Currency Linked SD to a specified date as prescribed by the Bank from time to time where applicable, which is required for the placement of the Aggregate Amount;
“Product Description”	means the description of the Interest / Currency Linked SD provided by the Bank from time to time to the Depositor;
“Reference Currency Pair”	means the two different currencies designated as such by the Depositor in the Interest / Currency Linked SD Application Form and confirmed by the Bank in the Interest / Currency Linked SD Transaction Notice;

“Reference Period”	means the period from (and including) the Trade Time on the Trade Date to (and including) the Expiration Time on the Expiration Date;
“Reference Range”	means the exchange rate range specified in the Interest / Currency Linked SD Transaction Notice with reference to which yields of the Interest / Currency Linked SD may accrue;
“Regulator”	means the Stock Exchange of Hong Kong Limited, the Securities and Futures Commission of Hong Kong, or any other regulator, government or government body, stock exchange, clearing house, securities trading or central depository system, share registrar or other body with the authority or ability to regulate the Bank or its activities and/or in relation to whose directives, recommendations or practices the Bank is required, expected or accustomed to follow.
“Risk Disclosure Statement”	means the risk disclosure and statement provided to the Depositor by the Bank and signed by both the Depositor and the Bank;
“Securities”	shall mean shares, bonds, stocks, debentures, unrated paper, certificates of deposit, commercial paper, loan stock, warrants, book entry government securities, interest in unit trusts or mutual funds, options and derivatives on securities, currencies, commodities, interest rates or any index, indicator, or benchmark, structured investments and any other securities (including scripless securities) from time to time brought within the scope of this Agreement whether marketable or otherwise.
“Settlement Account”	means the savings/current account with the Bank for the purpose of investment in the Interest / Currency Linked SD.
“Spot Rate”	means the spot exchange rate of the Reference Currency Pair as indicated on EBS (Electronic interbank trading system, and EBS is the leading broker of interbank spot foreign exchange transactions, with an average of USD 100 billion in spot foreign exchange traded on the EBS Spot Dealing System each day);
“Trade Date”	means the date as specified in the Interest / Currency Linked SD Transaction Notice, which shall be earlier than the Initial Date; and
“Trade Time”	means the specific time on the Trade Date as indicated in the Interest / Currency Linked SD Transaction Notice.
“Transaction”	means all or any present or future transaction(s) effected by the Bank pursuant to or as a result of an Instruction, or entered into between you and the Bank that is/are, or will be governed, or is/are deemed to be governed by this Agreement.

K1.2 Unless the context otherwise requires,

- (a) words importing the singular include the plural and vice versa.
- (b) words importing a gender include every gender.
- (c) references to “person” or “persons” include individual, firm, company, corporation and an unincorporated body of persons.
- (d) references to the “Bank” include its successors and permitted assigns.
- (e) references to the “Depositor” include any executor, personal representative or lawful successors thereof and, where the context permits, includes any authorised signatories or attorney thereof.

K1.3 Unless otherwise stated, reference to clauses means the clauses of this Agreement.

K1.4 These Terms and Conditions, the Application Form, and the Notice may have been provided to you in English and/or Chinese. In the event of any conflict or inconsistency between the English and Chinese versions, the English versions of the relevant documents shall prevail in all respects and for all purposes.

零售銀行服務協議

目錄項

部份	條目	頁碼
A	一般條款	60
B	往來、儲蓄和存款賬戶	69
C	外幣雙機賬戶	76
D	利息 / 外幣掛鈎結構存款	78
E	自動櫃員機服務	81
F	投資和託管服務	
	第一節 - 一般條款	83
	第二節 - 投資服務	84
	第三節 - 外匯買賣及其他交易	88
	第四節 - 託管服務	94
	第五節 - 其他服務	95
G	電話指示	96
H	傳真指示	97
I	短期貸款和信貸安排	98
J	本銀行的資料政策	98
K	定義和解釋	99

[譯本]

註：請細閱下列協議 — 其載述你與澳新銀行集團有限公司(香港分行)訂立的合約條款。

零售銀行服務協議

A部份

一般條款

緒言

- A1.1 本協議載列澳新銀行集團有限公司(香港分行)香港分行提供零售銀行服務和其他服務的一般條款和條件。本協議規管及適用於你不時在澳新銀行集團有限公司,香港分行(「本銀行」)開設或將開設的任何名下的所有賬戶或附屬賬戶(不論是現在或將來的,也不論是存款、投資、借款或槓桿性質的)(「賬戶」)。本協議須與你向本銀行申請開設賬戶的開立賬戶申請書(「開立賬戶申請書」)一併閱讀。
- A1.2 本協議所載列的條款和條件適用於本銀行提供的每項服務。若此等條款和條件與適用於具體服務的特別條款有衝突或歧義,概以具體服務的條款為準。若A部份與其他部份有衝突或歧義,除非另有特別註明,否則概以其他部份為準。
- A1.3 「你」、「客戶」和「賬戶持有人」指填妥開立賬戶申請書的每一方或人士,並包括該每一方或人士的遺產代理人或合法繼承人;如文義允許,亦包括授權簽署人或受權人;若多於一方或一人,其每一方或一人共同及各別地受本協議的條款所約束。
- A1.4 本協議的採用的某些術語的定義載述於K部份。

本銀行審慎行事責任

- A2.1 本銀行執行客戶的指示以及履行與客戶訂立的所有其他協議和交易時,須審慎行事,依照本協議載述的條款和條件竭盡所能以客戶的利益為依歸。

提供服務

- A3.1 你在填妥開立賬戶申請書和本銀行要求的其他文件後,本銀行將向你提供你所要求的零售銀行服務和其他服務。所有開立賬戶申請書要求的服務均須經本銀行同意接受後才獲提供。你一經開設有關服務的賬戶,即表明本銀行同意向你提供此等服務。任何服務的持續提供亦須經本銀行依其單獨酌情權決定是否同意,以及取決於你是否遵從本銀行所訂明的條件。
- A3.2 本銀行可能不時推出新服務,新服務可能適用新的條款和條件,屆時本銀行將以書面通知你。此等新條款和條件將在你使用此等新服務時對你有約束力,不論你是否收到有關新條款和條件的通知。
- A3.3 (對個人賬戶、聯名賬戶和合伙賬戶)你每次要求提供或使用任何服務時,你聲明、保証和確認你是你的賬戶內的資金、投資和財產的最終實益擁有人,並有全權處理此等資金、投資和財產。你又聲明、保証和確認,你是以主事人身份行事,而非任何其他人士的代理人。你承諾在上述聲明因情況轉變或其他事項而為或成為不真確時會立即以書面通知本銀行。
- A3.4 (對信託賬戶)你每次要求提供或使用任何服務時,你聲明、保証和確認你有必要的權力和權限處理你的賬戶內的資金、投資和財產。你又聲明、保証和確認,有關權力和權限是無條件的,且並未撤銷。你承諾在上述任何聲明因情況轉變或其他事項而為或成為不真確時會立即以書面通知本銀行。

聯名賬戶

- A4.1 聯名賬戶持有人(「聯名賬戶持有人」)每一人共同及各別地受本協議約束,而不論是否因任何其他聯名持有人死亡或喪失行為能力或破產或清盤而出現效力問題或難於強制執行。在任何其他聯名賬戶持有人悉數向本銀行清償所有債務前,任何聯名賬戶持有人無權強制執行在聯名賬戶或其他方面的任何權利或補償權。
- A4.2 為任何一聯名賬戶持有人獨自的利益而收取的款項可自動記入聯名賬戶,除非本銀行已收到相反的具體指示。
- A4.3 本銀行只須通知聯名賬戶持有人中任何一人,即已履行對各聯名賬戶持有人作出通知的義務。
- A4.4 在不損害對任何聯名賬戶持有人所享有的任何權利和補救權的情況下,本銀行可向任何一位聯名賬戶持有人作出和解或更改債務或授給時間寬限或其他寬免。
- A4.5 本協議不會因任何聯名賬戶持有人死亡或喪失行為能力或其他原因而終止,並會對在生的聯名賬戶持有人持續有效。若任何一位聯名賬戶持有人死亡,賬戶視作屬於(各)在生者,但不損害本銀行因任何留置權、押記、質押、抵銷,反申索或其他方面對任何款項、證券、契約或其他財物所享有的任何權利或本銀行就(各)在生者以外任何人士的申索而認為必需採取的任何措施。儘管此等條款有任何相反的條款,若任何聯名賬戶持有人死亡,本銀行有權限制或拒絕

允許從賬戶取款或操作賬戶直至本銀行已收到證據，證明有關賬戶應支付的任何遺產稅或其他稅費已支付為止及 / 或有權在相競爭的申索發生時提起互爭權利訴訟的法律程序。

- A4.6 若任何聯名賬戶持有人死亡、精神失常、喪失行為能力、破產或清盤，一經以書面將有關情況通知本銀行後，與操作賬戶有關的任何自動處置或備用指示即不再具有效力。
- A4.7 若本銀行在任何時候從任何一個或以上聯名賬戶持有人所收到的通知，與任何其他聯名賬戶持有人的要求及 / 或指示相矛盾，本銀行有權但不一定要結束所有聯名賬戶及 / 或採取其認為適當的行動。
- A4.8 不論各聯名賬戶持有人本身或其繼承人之間的內部關係，尤其是不論其各自對聯名賬戶資產的所有權，本條載列的上述條文是唯一用以規範聯名賬戶持有人(為立約一方)與本銀行(為立約另一方)之間的法律關係。

合夥經營

- A5.1 如果你是合夥企業，凡提述「你」的亦包括每一個合夥人。合夥企業當時的全體合夥人共同和個別地向本銀行負責你或合夥經營中的每一個合夥人欠付本銀行的所有款項或致使本銀行產生的所有債務，不論此等欠款或債務是以合夥企業或其他人的名義產生或由其代表產生的。
- A5.2 你同意及承諾，在 (a) 合夥商號的合夥人 (不論是由於合夥人退出、死亡、破產或新合夥人加入) 或 (b) 合夥商號名稱發生變更時，你須立即以書面將有關情況通知本銀行；在本銀行實際收到該通知之前，本銀行檔案顯示的合夥商號各合夥人仍須以此身份對本銀行負責，並視作已向本銀行不時陳述表明合夥商號的合夥人和名稱仍維持不變，而本銀行有權據此行事，且本協議的所有條款和條件以及本銀行就賬戶獲授予的權限仍繼續具有約束力和全面有效，而不論前述變更是否已發生及在商業登記署或其他有關政府部門或機構記錄在案。
- A5.3 若你任何一人或以上因死亡、喪失行為能力、退出、破產或其他方面不再成為合夥商號的合夥人，本銀行有權並獲得授權視當時在生或繼續擔任的合夥人具有所有權力和授權經營合夥商號的業務以及不受任何限制地處置合夥商號的所有資產，如同合夥商號的合夥人或合夥商號沒有發生任何變化一樣，而按照此 (等) 在生或繼續擔任的合夥人的要求 / 指示作出的任何事項絕對對全體合夥人和其各自的遺產和遺產代理人 (包括據此不再擔任合夥人的任何一名或以上的人士) 有約束力。
- A5.4 若任何合夥人因死亡或其他原因不再擔任合夥商號的合夥人 (「退任合夥人」) (不論是否已向本銀行發出退任通知，就退任合夥人的債務及 / 或其遺產而言，合夥商號已被視作立即在本銀行設立了另一個賬戶或新賬戶，而從此時起，合夥商號向本銀行支付的所有款項須貸記入該新賬戶或另一個賬戶 (不論與之相反的任何推定原則 (法定的或衡平法的))，且不因此而減少由合夥商號欠付本銀行的款項。
- A5.5 授權簽署人可以提取以合夥企業名義存放的任何證券或其他財產，可以用合夥企業名義或代表合夥企業向本銀行借入款項，以及可以用任何方式對合夥企業的任何證券、款項或財產設定抵押或以合夥企業的名義存放任何證券、款項或財產作為抵押，而每一合夥人須對償還此等款項及其應計利息、費用、收費和開支負共同及個別責任。

信託賬戶

- A6.1 若你以本身名義作為另一人士的「受託人」開設賬戶，此賬戶將被視作信託賬戶。
- A6.2 受託人可隨時從賬戶提取款項及在其他方面操作或結束賬戶，但不得運用賬戶為受託人的個人借貸作抵押，也不得 (若受益人是未成年人) 訂立根據當時適用的法律和法規該未成年人是無行為能力訂立的交易。若任何一名受託人死亡，(各) 在生受託人可以操作賬戶 (如屬聯名賬戶)。若沒有在生的受託人，則在此之前的該名受託人的遺產代理人有權操作賬戶。
- A6.3 若你以律師或會計師身份為你的顧客和代表你的顧客開設或持有賬戶，你須向本銀行提供你的顧客的有關資料；若由於資料的機密性質，你沒有獲得授權披露予本銀行，你須以本銀行滿意的形式和內容向本銀行作出承諾，表明你已對你的顧客進行盡職調查，而且你會應任何有關機構或部門通過本銀行提出的要求提供有關賬戶和你的顧客的資料。你明白到本銀行在配合任何有關機構和部門的核查或調查時，將沒有義務確定或查詢被要求提供的有關賬戶或你的顧客的資料將作何種用途。
- A6.4 在不損害前述條文的普遍的情況下，你須立即應本銀行的要求在兩個營業日 (或本銀行指定的其他期限) 內向本銀行及 / 或監管機構提供與任何賬戶的 (各) 最終實益擁有人及 / 或就任何交易或就賬戶內資金、投資和財產的任何處理發出指示的最終負責人的資料 (包括但不限於身份詳情、職業、聯絡資料及 / 或 (如屬企業實體) 業務的性質和範圍、資金來源、業務結構、股權分配和其他資料)。
- A6.5 若你為任何集體投資計劃、全權代理賬戶或信託進行任何交易，你須：
- (a) 立即應本銀行的要求在兩個營業日 (或本銀行指定的其他期限) 內向本銀行及 / 或監管機構提供此計劃、賬戶或信託的名稱、地址和聯絡資料以及 (如適用) 代表此計劃、賬戶或信託最終向你發出指示進行交易的人士的身份、地址、職業或業務結構和聯絡資料。

- (b) 在你代表此計劃、賬戶或信託進行投資的酌情權或權力被取消、撤銷或終止後於盡可能最早的時間內通知本銀行。在此情況下，你須立即應本銀行的要求在本銀行指定時間內向本銀行及 / 或監管機構提供向你發此等取消指示或撤銷或終止權限通知書的人士的身份、地址、職業和聯絡資料。

A6.6 若你並不知悉上文第A6.4和A6.5條所述的資料，你確認：

- (a) 你已設有安排，使你能應要求在兩個營業日內取得所有此等資料提供予本銀行及 / 或監管機構；
- (b) 你須立即應本銀行的要求在本銀行指定的其他較長或較短的期限內從任何有關第三方取得所有此等資料，並將此等資料提供予本銀行及 / 或監管機構；及
- (c) 在本銀行及 / 或監管機構取得此等資料之前或若在本銀行指定的其他較長或較短的期限內沒有收到此等資料，本銀行可以自行絕對酌情決定隨時不執行（即使會引致損失）或不落實任何指示及 / 或暫停或終止任何交易的執行或任何賬戶的操作。

A6.7 第A6.4 – A6.6條在本協議終止時仍然生效。

指示

- A7.1 向本銀行發出指示時，必須以開立賬戶申請書及本協議所述方式作出。任何關於簽署人的更改，將於本銀行收到你的書面通知後生效。
- A7.2 你可以用本銀行不時允許的口頭、電話或傳真等方式發出指示。發出電話指示時，你同意遵守F部份所述條款；發出傳真指示時，你同意遵守G部份載述的條款。如本銀行提出要求，你須根據本銀行當時適用的程序確認此等指示。儘管本協議或其他方面有任何相反的條款，你所授權發出口頭、電話或傳真指示的任何人士在發出該等指示時，本銀行可接納該指示已足以操作原需由不止一人簽署書面指示方可操作的賬戶。
- A7.3 任何指示在被發出撤銷指示予以撤回之前將繼續生效。若本銀行沒有或未能停止或阻止執行最初指示，本銀行毋須負任何責任。若本銀行收到其認為相互矛盾的兩個或以上指示，本銀行在依指示行事之前可以(但沒有責任)要求你作出澄清，或者依其認為適當的指示行事。
- A7.4 本銀行可以但沒有義務採用任何方式核實你的指示，包括致電給指定為簽署人的任何人士或要求提出任何其他文件或寄出書面通知以確認是否依循任何指示執行任何交易。
- A7.5 本銀行可酌情決定拒絕執行指示，而毋須說明理由。本銀行沒有責任評定指示是否審慎或該指示的其他方面。若本銀行確定你的指示或其他情況可能會導致（直接或間接）本銀行產生損失和開支，本銀行有權中止操作任何或所有賬戶；及 / 或在繼續操作賬戶或執行指示前要求你提供彌償保證。
- A7.6 你承認及同意，（如適用）就本協議項下任何交易而言，由於交易所、協會的實際限制以及證券價格和貨幣會出現的市場急劇波動或任何其他原因，交易有時可能會有所延誤，而你承認及接受本銀行未必可以在任何指定時間按所報價格進行買賣。若本銀行因非本銀行所能控制的情況而未能執行你的指令，你同意本銀行毋須在任何方面對你負責。
- A7.7 儘管存在本銀行不時允許的其他方式發出指示，本銀行可允許通過使用存取卡或本銀行指定的私人密碼或其他身份確認方法，藉著或透過任何適當的終端設備或其他電子方法（如電話銀行服務或互動話音回應服務）以從你的賬戶或其他連繫賬戶進行存取及提取資金或轉賬。

授權書

- A8.1 你只可用本銀行提供的指定格式的授權書委任另一人（「受權人」）發出有關你的賬戶的指示。受權人的一切行為對你完全具有約束力；你同意就受權人的一切作為或不作為（包括欺詐行為）向本銀行作出彌償，使本銀行免於遭受任何損失。
- A8.2 受權人無權更改任何賬戶的簽署安排。
- A8.3 若賬戶持有人為不止一人，則其每一人必須委任同一人為其受權人，而其每一人有權個別地及獨自地撤銷對受權人的授權。
- A8.4 在本銀行實際收到賬戶持有人的書面通知撤銷授權之前，本銀行有權視受權人的授權為有效和繼續存在；為清楚起見 (i) 本銀行有權不理會非由賬戶持有人正式簽署的撤銷授權通知書；及 (ii) 儘管各賬戶持有人或其任何一人死亡，受權人的授權仍屬有效和繼續存在，直至本銀行實際收到有關死亡的通知為止。

通訊

- A9.1 你發給本銀行的每一通訊須清楚和不含糊，說明任何有關賬戶，並列明通訊擬送交的本銀行每一收件人。通訊在本銀行接收後方才生效。本銀行無責任核實任何通訊載述資料的準確性。
- A9.2 本銀行發出任何通訊，可通過專人、電傳、傳真或本銀行認為適當的其他方式遞交或傳遞給你在開立賬戶申請書上指示的有關地址或號碼或你不時以書面通知本銀行的其他地址或號碼。

本銀行發出任何通知或要求及所有其他通訊，只要寫明你的姓名／名稱（或你的破產受託人或法定遺產代理人或接管人或清盤人）寄往或送往你或你的代表書面通知的地址或本銀行檔案中所示你的最新已知地址，即視作已經發出。本銀行以專人送交的通知或要求或其他通訊在送遞時視作已經送達；本銀行以郵寄方式寄發的通知或要求及其他通訊，在投寄後視作立即送達，而不論信件因無法投遞而被郵局退回；以附有回示的電傳或傳真送遞的通知、要求及其他通訊在本銀行傳送時視作已經送達；本銀行以電郵發放的通訊在發送時視作已經送達。

提款

- A10.1 本銀行只接受俱令本銀行滿意的形式和內容提出的提款指示。所有存入的支票和其他金融票據（不包括現金），一經本銀行收到証實的書面指示表明已進行最終結算或支付後，才可提供備用。為此，進行資金結算的金融中心的結算系統規則將對你有約束力。
- A10.2 本銀行有權不支付任何超出賬戶結存資金數額的任何款項；任何超出款額視作貸款，一經催繳即應償還，並須按本銀行不時就類似貸款確定通常收取的息率計收利息。
- A10.3 你可要求以特定貨幣提款，但本銀行有權以開設賬戶的指定貨幣付款。本銀行可通過以支票、記入賬戶或其他約定的方式付款。
- A10.4 本銀行保留權利不接受支付予第三方但背書轉讓給你的支票和其他票據。本銀行可酌情決定拒絕貸記予第三方的提款；若然允許，此等提款須遵守本銀行認為適當的其他條款。

賬戶結算

- A11.1 本銀行將會保存其為你的賬戶進行的所有交易的紀錄。本銀行可向你提供定期結算及通知書。收到結單和通知書後，你須盡快查核；若你在通常預期收到結單的日期起7天內仍未收到結單及通知書，你須立即通知本銀行，並要求提供副本。除非，你在結單或通知書日期後90天內通知本銀行結單或通知書上有錯誤，否則，本銀行的檔案記錄將視為正確，並對你有約束力（但本銀行有權調整其錯誤作出的任何賬戶登錄或交易單據，而本銀行可隨時行使此項權利）。
- A11.2 前條載述的規定並不影響你（a）就任何第三方偽造或欺詐行為所產生的未經授權的交易（而有關交易本銀行未能執行合理的謹慎和技能）；和（b）就本銀行的僱員、代理人或職員偽造、欺詐、失責或疏忽所產生的未經授權交易，而享有的權利。

使用第三方服務和外判

- A12.1 本銀行可聘用或使用代表人、代理人、經紀、代名人、副託管人、託存人、銀行、交易商、受權人、經理人和本銀行的分支機構或聯屬機構，並可將本銀行在本協議項下的責任及權利或其他事項轉授任何此等第三方履行。本銀行可委任任何此等第三方接收客戶在世界任何地方的財產及註冊為此等財產的所有人（視情況而定），並可用賬戶的資金和財產支付其各自的服務。本銀行在選擇用此等第三方時必須小心謹慎行事，在受限於A.20條的情況下，本銀行在使用或委任或授權此等第三方時對此等第三方的作為和不作為對你或任何其他人士所承受的任何相關損失或損害，概毋須承擔任何責任。
- A12.2 本銀行可以將其某部份的業務（包括但不限於）後勤支援工作或數據處理；按其絕對酌情認為適當的條款外判予其全球組織機構的其他業務部門或在香港或世界任何地方的獨立第三方。你現明確同意本銀行作出此等外判安排。

費用、收費和最低結餘要求

- A13.1 本銀行提供服務的費用和收費將根據本銀行不時生效及已通知客戶的政策。你同意本銀行可從賬戶扣除此等費用和收費以及一切合理開支包括其服務的佣金和經紀費用。除非本銀行收到事先通知，本銀行將在賬戶扣除此等費用和收費後立即通知你。如賬戶是不動戶口並首次產生收費，本銀行將給予14天通知。
- A13.2 本銀行可從根據本協議執行交易而支付予澳新銀行集團有限公司，香港分行集團的任何成員或聯屬公司的任何費用獲得利益。
- A13.3 本銀行可為其本身利益收取若干差價或其他款項而留住客戶的資金和財產所產生的某部份利息、利潤及／或收益。
- A13.4 本銀行可對任何賬戶規定最低結餘要求，並可對結餘少於最低要求的任何期間徵收服務費。
- A13.5 本銀行有權更改其費用和收費及如你受有關變更影響，本銀行會向你發出30日或以上的通知。

付款

- A14.1 本銀行就你按本協議或有關任何服務應支付的任何款項的證明書和任何其他證明書、計算、通知或意見，如沒有明顯錯誤，應具有約束力及屬於決定性。
- A14.2 你因此等服務欠付本銀行的款項，須按本銀行指定的時間和數額付給本銀行所指定的賬戶。你應支付的所有款項須全額支付，不得作任何抵扣或反申索，並不得就任何稅項或其他方面

進行任何扣減或預扣。若依法你須從應支付予本銀行的任何款項中扣減或預扣任何數額，你須增加付款數額，使本銀行收到的淨款額相等於應支付的數額。本銀行可就欠付本銀行但仍未支付的款項按本銀行合理決定的息率收取利息，直至該等款項包括在判決之前和之後全部悉數清償為止（在有關法律許可的範圍之內）。

- A14.3 本銀行有可能根據法例或與本地或外地政府機關或稅收主管當局訂立之協議而拒絕付款予指定賬戶持有人並將款項移交予該等有關機關。如本地或外地政府機關或與稅收主管當局要求本銀行就應付予你的款項中作扣減或不予付款，你同意即時補還該扣減或暫停支付之款項予本銀行，包括你授權本銀行從你的賬戶中扣款。而你亦會對本銀行就因為該扣減或暫停支付款項而產生之任何損失或成本作出彌償。
- A14.4 若賬戶每次收取款項的貨幣並非賬戶的單位貨幣，本銀行可按其確定的匯率兌換為賬戶的單位貨幣後記入該賬戶，而有關兌換費用須由你負擔。

本銀行就本協議的權限

- A15.1 本銀行可採取其認為需要或必要的措施，以使其能履行及行使其在本協議項下的責任，權利和酌情權，以及遵守任何適用法律或規例的規定。
- A15.2 本銀行可代表客戶執行匯兌交易。除非另有約定，適用匯率以本銀行所確定的為準。
- A15.3 若本銀行確定由於政治、經濟、軍事、立法、財政或其他情況可能會使客戶的資金和財產受到不利影響或情況看來符合客戶的最大利益，本銀行可以但沒有義務採取行動在另一個司法管轄地區委任繼任人，或將資金或財產轉移往另一個司法管轄地區，或變更本協議的管轄法律或採取其認為適宜的任何其他措施。

電話錄音 / 紀錄

- A16.1 如本銀行酌情認為適當，本銀行有權以任何方便的形式記錄你、你授權的簽署人或你的受權人與本銀行的所有或任何電話談話，而毋須給予你任何或進一步通知，而你現同意本銀行有此權利。你亦同意此等記錄可在任何訴訟中被接納作為證據。

抵銷權、留置權、保證金及銷售權力

- A17.1 本銀行除依法或根據其他方面可享有的任何權利外，還有權在毋須通知的情況下（不論在催繳之前或之後），隨時將你在澳新銀行集團有限公司，香港分行開設而由本銀行或其在不論何地的其他分支機構或附屬機構持有的所有或任何賬戶結合、綜合或合併（包括以本銀行名義或與其他人聯名開設的賬戶）（不論屬於儲蓄、往來、存款或貸款賬戶或任何性質的賬戶，也不論是否需要發出通知，任何定期存款是否已到期或適用於任何賬戶或定期存款的任何條件是否已經達成）及 / 或將任何一個或不止一個此等賬戶結餘的任何款項進行抵銷或轉移，以清償你欠本銀行的款項、債務或負債（不論此等債務屬於現在、將來、實有或者有的債務、主要或從屬或各別或共同的債務）；在所有或有債務獲悉數解除和清償之前，本銀行可絕對酌情保留其認為必需的款項以償還到期債務或負債。若任何此等債務的計算貨幣不同於你的賬戶結餘款項的計算貨幣，本銀行可按其單獨確定的匯率執行必要的兌換，以行使本銀行的抵銷權。
- A17.2 若發生（不論客戶或本銀行是否知悉）任何事件可能會影響本銀行執行其抵銷權時，賬戶的資金和財產即進一步被視作已自動用於抵銷債務；此等事件包括：
- 賬戶中的資金和財產被轉移或押記或處置，但以本銀行為受益人的除外；或
 - 任何法院命令本銀行向第三方支付款或扣押或查封任何賬戶的資金和財產；或
 - 客戶被申請或被通過決議對其實施破產、清盤或其他類似法律程序；或
 - 你所設定及 / 或對你的財產、資產或業務設定的浮動押記被具體化。
- A17.3 當執行任何抵銷權後，本銀行將立即通知客戶。
- A17.4 事先未經本銀行明確書面同意，客戶不得對任何賬戶或任何該等賬戶的資金和財產設定或允許設定任何產權負擔或第三方權益。
- A17.5 為提供現金保障或保證金而由本銀行持有的款項，其償還是以本銀行已收到你清償欠下本銀行的全部債務為先決條件。
- A17.6 本銀行為保管或其他原因而管有或支配的所有資金和財產（包括但不限於你的投資）以及客戶的所有文件和書據（不論是否涉及常規銀行業務經營），本銀行對此擁有留置權，並獲授權行使此項留置權，而本銀行有權出售任何或所有此等資金或財產或文件或書據以清償客戶欠下本銀行的任何債務，而無須進一步通知客戶。
- A17.7 本條載列本銀行的上述所有權利是附加於而非取代本銀行依法可享有的任何其他抵銷權、留置權或出售權。

轉讓

A18.1 未經本銀行事先書面同意，你不得將你在任何賬戶中的所有或任何債務、權利、權益或利益轉讓或讓與。本銀行就本協議項下可轉讓其全部或任何權利，而毋須事先徵得你的同意。

本銀行的多重角色

A19.1 即使本銀行可能有潛在的職責或利益衝突，本銀行仍可代表客戶行事。本銀行可與其為投資而持有其證券的公司建立銀行往來關係，而本銀行的高級人員和董事並可擔任該等公司的董事。

責任限度及彌償保證

A20.1 除另有明確規定外，本銀行不會亦沒有責任以受託人或受信人的身份為客戶行事，本銀行不得由於本協議或按本協議所提供的服務而被視為客戶的受託人或受信人。為免質疑，本銀行將沒有責任為客戶的利益購置保險。

A20.2 本銀行在任何情況下對於由於任何賬戶或與其相關的任何事項基於任何原因而產生的任何性質的間接、從屬或特殊的損害賠償概不負責。

A20.3 除非由於本銀行的疏忽、蓄意違約或欺騙，本銀行在任何情況下將不負責客戶的任何損失、損壞或受傷(身亡或個人受傷除外)或由任何行為、聲明(明示或暗示)、違約或僱員或代理人的不作為產生的任何責任負責。本銀行的責任不得超過有關疏忽或蓄意違約時所有有關資金或由本銀行代客戶託管的財產的市值。

A20.4 若本銀行因執行指示或因賬戶或本銀行、其高級人員、董事、僱員或代理人的作為或不作為而產生任何損失和合理開支(包括但不限於匯兌損失、稅款或其他稅賦、利息、服務費或律師與委託人之間按十足彌償付基準計算的法律費用)，客戶須向本銀行，其高級人員、董事、僱員和代理人作出彌償，但由於本銀行的疏忽、蓄意違約或欺騙所引起的此等責任或損失除外。若本銀行提出要求，客戶須向本銀行支付依本銀行確定足以彌償本銀行因此而產生的責任、損失或開支的有關款項，即使其可能屬或有性質。本銀行可按其認為必要或適當的時間保留此等款項。

A20.5 在不抵觸本協議的其他部份的情況下(包括但不限於第A32.1條)，若本銀行由於本協議或按本協議提供的服務而產生所有開支、現有或將來的稅款(包括印花稅、文件稅、登記稅、預扣稅或類似稅項)，費用(包括法律費用)以及其他債務和所引起或將會引起的費用(包括但不限於本銀行在履行本協議及按本協議提供的服務時為保全、保護、行使或強制執行本銀行對客戶或第三方的任何權利、權力或補救措施而產生的開支)，客戶須按十足彌償基準向本銀行作出彌償。

A20.6 本協議載列的任何規定包括但不限於彌償保證不得解釋為免除或限制按照香港適用的法例和規則本銀行不得免除的任何責任。

傳送的風險

A21.1 本銀行可自行酌定選擇送交通訊或文件的特定方式。本銀行在任何情況下對於由於賬戶或與其相關的任何事項基於任何原因而產生的任何性質的間接、從屬或特殊的損害賠償概不負責。

A21.2 若因傳送指示和通訊(不論是以郵寄、電話、電報、傳真、電傳或其他通訊方式)出現誤解、傳送中斷、延誤或錯誤，本銀行毋須對你現時或此後可藉此向本銀行申索的權利負責，你亦謹此在法律允許的最大限度內放棄此等權利。

A21.3 若本銀行應你的要求向你或第三方送交款項或證券或其他物品或所有權文件，傳送的有關風險概由你承擔。

不可抗力及不合法

A22.1 任何款項、存款和負債只應由有關賬戶所在國家或行政地區的分支機構而非由在澳洲墨爾本的澳新銀行集團有限公司(“總行”)或澳新銀行集團有限公司任何其他辦事處或分支機構或聯屬公司支付或償付，但以書面另外具體列明除外，客戶不得在有關賬戶所在國家或行政地區以外對非設於該國或該行政地區的總行或澳新銀行集團有限公司任何其他分支機構提出任何申索或訴訟，也不對澳新銀行集團有限公司或行政上不隸屬於在該國或該行政地區運作的分支機構的任何其他分支機構的資產享有任何追索權或抵銷權，並謹此放棄任何此等申索、訴訟及追索權或抵銷權。但對存放於本銀行的款項作出匯款及/或轉賬指示並不因此而受影響，也不得解釋為對上述規定構成任何減損。

A22.2 若本銀行基於任何原因或非本銀行所能控制的情況(包括但不限於任何天災、政府行為、恐怖活動、戰事、火災、水災、爆炸、與第三方的工業糾紛、禁運、電腦系統的意外或失效)，令接受資金存放的本銀行任何辦事處或本銀行的任何代表人或代理人無法向本銀行付款時，本銀行並無責任向客戶交代或就客戶的損失或支出負責。

委任顧問

A23.1 對與賬戶和按本協議提供的服務有關的一切事項，你同意本銀行可絕對酌情決定根據本銀行所

委任的顧問（包括法律、財務和其他專業顧問）的意見或建議行事，但本銀行毋須對據此行事或不據此行事的後果負責。

- A23.2 若本銀行聘用律師保障或執行本銀行在本協議項下的任何權利（不論通過司法程序或其他途徑），你須按十足彌償基準向本銀行負責本銀行因針對客戶執行本協議而引致的所有本銀行合理地產生的合理收費、開支和費用（包括法律費用）。

其他適用的服務條款

- A24.1 任何適用的條款和條件（包括載列於任何結單、通知或本銀行文件的條款）均具有約束力，如同此等每項條款已詳列於本協議一樣。除本協議載明的一般條款和條件外，本銀行的附例、規則、規例和慣例（已通過展示、廣告或其他方式知會客戶的）亦規限有關任何賬戶的操作、權利和義務。
- A24.2 本銀行有權在法例或法規有所規定時訂立負利率。
- A24.3 若本協議或其任何部份在任何方面成為不合法、無效或不可強制執行，其他條文的合法性、效力或強制執行力將不會受影響。
- A24.4 若客戶違反本協議任何規定，本銀行對此未能或延遲執行或放棄其權利或給予任何其他寬免或寬限，將不會損害也不會影響本銀行在任何時候行使其所有或任何權利和補救權。
- A24.5 本協議訂明的補救權利屬累積性質，並不排除法律規定的任何補救權利。
- A24.6 客戶的責任和義務將對其權利繼承人和（若客戶為個人）其遺產代理人有約束力。
- A24.7 你須不時應要求立即作出本銀行認為必需或適當的行為以及簽名、加蓋、簽立及交付任何及所有其他書據、契約、證明書、協議、委託書、授權書或文件，使本銀行能履行或提供服務或獲取本協議項下的全部利益。

銷毀文件

- A25.1 客戶同意與任何賬戶有關的支票或其他記錄和文件在製成微縮菲林或其他形式的電子或電磁媒體後，本銀行可酌情決定予以銷毀，而客戶亦同意此等微縮菲林和其他形式的電子或電磁媒體對客戶有約束力，而且是決定性的證據。

星期六和節假日

- A26.1 本銀行可自行酌定拒絕在任何星期六、星期日或其他假日或本銀行不對公眾開放營業的任何日子（1）執行你的指示；或（2）對任何支票作出提示、催繳、託收或給予拒付或不兌現通知，但本銀行可自行酌定選擇這樣做，並從你的賬戶中扣款，因此任何交易日期或計值日期可定於星期六、星期日或其他假日或本銀行不對公眾開放營業的任何日子；若本銀行因行使或不行使上述酌情權（視情況而定）而使你產生或招致任何損失、申索、訴訟、法律程序、要求、損害賠償、費用和開支，本銀行毋須對此負責，而你亦同意使本銀行免受因此而引致的任何損失。

暫停賬戶

- A27.1 若發生任何不尋常事件，本銀行有權自行酌情確定對賬戶的有關交易（包括外匯或衍生工具交易）作出任何必要的調整或措施。此等調整或措施包括就該交易修改或更改有關貨幣、證券或商品或票據的數量或所買入或售出的貨幣、證券或商品或票據的有關匯率或規格說明，或終止有關交易或某些或所有交易或作出其他行動，而此等調整或措施對你具有約束力。

終止及結束賬戶

- A28.1 若本銀行認為任何賬戶的操作或維持未能使本銀行滿意，本銀行有權可自行絕對酌情經向你發出合理通知後，隨時結束該賬戶，而毋須說明原因。本銀行一經將結束賬戶的通知，按你就接收賬戶結單而不時確定的地址送交給你後，即解除本銀行的進一步義務。你須自行負責因此而產生的任何及一切後果。
- A28.2 本銀行可在特殊情況下（包括但不限於賬戶被用作犯罪用途）毋須先給予通知而結束你的賬戶。此外，本銀行經發出書面通知後，可隨時結束任何賬戶及/或終止本協議或任何服務，此通知在本銀行列明的期限屆滿時生效，包括當你未能根據此條款及細則、本行之資料政策通告、法例或監管機構或政府機關（不論本地或外地）之要求向本行提供任何資料。
- A28.3 若你沒有按時向本銀行支付任何到期款項或未能遵守任何服務或本協議的任何規定，本銀行可終止本協議或任何服務。
- A28.4 在結束賬戶或終止本協議或任何服務時：-
- (a) 就本協議有關服務而到期應支付予本銀行的任何款項（包括定期應支付的全部或部分分期費用或任何其他款項）須立即向本銀行支付（按終止日期前所經過的實際期間按比例支付）；

- (b) 本銀行可將本銀行持有的與賬戶有關的任何合約倉盤或投資套現或變現，並可通過將有關持倉或證券轉移予你或將一張有關此等持倉或投資套現所得淨款項的支票郵寄給你後，即解除本銀行與此有關的全部責任；
- (c) 若本銀行已執行有可能跨越終止日期的交易，本銀行可自行酌定對該交易平倉或完成該交易，並有權為此目的保留足夠款項；及
- (d) 本銀行可將有關賬戶內的所有資金或財產轉調給你或按其指示而轉調，或採取為終止本協議或此等服務而本銀行認為必要的其他措施（視情況而定），而有關費用及開支概由你負擔。

A28.5 除本協議有明確規定外，本協議或任何服務的終止將不會損害你已對本銀行產生的任何債務（實有或有的）或已產生交易的完成。此終止亦不影響本協議列明的你的彌償保證和本銀行的權力的有關條款。

A28.6 在結束賬戶時，本銀行可按有關賬戶當時的結餘款額，以該賬戶的貨幣或其任何貨幣以你為抬頭人將一張匯票或支票郵寄給你（同時將本銀行就此等結餘或對任何安排銀行所享有的申索權轉移給你所必需的其他文件送交予你）後，即可解除本銀行對該賬戶中的任何現金結存的全部責任。就所作的對外安排而言，本銀行有權從支付予你的款項中扣除安排費用。

A28.7 若客戶（如為個人）死亡，本銀行可在其認為適當的一段時間內或在收到其要求的滿意的文件前，不對其繼承人或遺產代理人支付任何款項或交付任何財產，此等文件包括但不限於為支付或交付此等款項及財產所需的權屬證明或本銀行要求的彌償保證或就此等款項和財產已支付遺產稅或其他稅費的證明。

一般條款和條件的更改

A29.1 本銀行經按客戶為接收賬戶結單而指定的地址向客戶發出列明更改和修改事項的合理書面通知（如更改和修改涉及費用和收費，則給予最少30天通知）（不論客戶是否收到實際通知）後，即可隨時更改或修改此等一般條款和條件，而任何此等更改或修改將於本銀行列明的日期起生效，但在任何時候均不得少於有關通知日期後30天，且本銀行毋須經事先通知客戶或取得客戶同意（當個別通知會被合理地視為無效及/或會牽涉不合乎比例的開支），即可更改本銀行的“標準收費表”及規限本銀行接受存款的條款和條件；此等條款和條件及其不時之修改將通展示、廣告或以其他方式知會客戶及對客戶有約束力；客戶可索取此等條款的最新文本。

防止洗黑錢及制裁

A30.1 客戶同意，一旦本銀行懷疑或有合理原因懷疑出現以下情況，本銀行可延遲、阻止或拒絕處理任何交易而毋須承擔任何法律責任：

- (a) 有關交易可能違反任何法律；
- (b) 有關交易涉及或可能涉及由於任何跨國家組織、官方機構、美國、聯合國、歐盟或任何國家施加的經濟及貿易制裁而本身受到制裁的任何人士（自然人、企業、政府、信託、合夥或任何其他人士），或者有關交易與任何受到上述制裁的任何人士有直接或間接關連；或
- (c) 有關交易可能直接或間接地牽涉違反任何國家法律的行為所獲得之款項，或被用作進行違反任何國家法律的行為。

A30.2 客戶必須向本銀行提供本銀行為控制其防止洗黑錢、恐怖分子融資或經濟及貿易制裁風險以及遵守任何關於此等事項的法律而合理要求的一切資料。

A30.3 除非客戶已披露閣下乃以受託人身份行事或代表另一方行事，客戶保證客戶乃代表自身訂立本協議。如果客戶代表另一方（例如作為受託人）行事，客戶同意應本銀行不時可能提出的要求向本銀行提供所涉資金的實益擁有人的資料。

A30.4 客戶聲明及向本銀行承諾，本銀行按照客戶的指示處理任何交易不會違反任何法律。

更改資料時的通知責任

A31.1 你須立即以書面通知本銀下列變更：(i) 你的姓名/名稱或地址；(ii) 任何授權簽署人或授權人的授權（不論有關變更是否已在公開的登記冊上記錄）以及 (iii) 你按照開立賬戶申請書提供的任何資料、授權或文件。在本銀行收到任何變更通知之前，本銀行有權倚賴先前提供予本銀行的任何資料、授權和文件。

A31.2 若本銀行的名稱或地址有變更或本協議內所載資料有任何重大變更，本銀行將以其單獨酌情認為實際和有效的方式通知你。

追收債項

A32.1 本銀行可委任任何人士作為第三方代理機構（包括追收債務的代理機構或律師）追收債務，而客戶須負責支付本銀行為此目的每次追收債務所合理地產生的所有合理費用及開支。

外幣

- A33.1 若賬戶以外幣為計算單位及在受第A22條的規管下：
- (a) 盡管賬戶是在其開設的澳新銀行集團有限公司，香港分行掛賬，亦無論如何得被視為在澳新銀行集團有限公司，香港分行掛賬，存入賬戶的任何此等外幣將與其他客戶存入本銀行的同一國家的外幣以本銀行名義存入有關貨幣的國家的一家銀行（“外國銀行”），但有關風險須由客戶承擔；
 - (b) 本銀行只須把存在外國銀行的外幣金額的處理權交給客戶或以港幣或本地流通之貨幣以即時兌換價（由本銀行作最後決定）向客戶購入該外幣存款，藉以償還賬戶內以該外幣計算的任何款項；
 - (c) 若依據法律的實施本銀行有義務用外幣向客戶支付現金或按客戶的指示支付現金，此義務只在本銀行備有該外幣的現鈔的情況下才會被履行；
 - (d) 若本銀行基於任何原因無法交付任何外幣現鈔，本銀行可以用等值的港幣或當時在當地流通的貨幣（等值數額由本銀行作最後決定）或本銀行可單獨絕對酌定以其認為適當的任何其他方式解除其有關義務；及
 - (e) 為清楚起見，本銀行有權對賬戶內以外幣作單位的結餘款項使其所有抵銷權、合併權或留置權，而本條所載任何規定不得視為對該等權利的限制或放棄。

管轄法律及司法管轄權

- A34.1 本協議及雙方之間的所有關係受香港法律管轄並根據香港法律予以解釋。你不可撤銷地服從香港法院的非專屬司法管轄權。本協議沒有任何條文妨礙本銀行在其他司法管轄區提出訴訟，當本銀行在任一個或多於一個的司法管轄區提出訴訟，亦不妨礙本銀行在其他司法管轄區提出訴訟。
- A34.2 就在任何此等法院提起的任何法律程序而言，你不可撤銷地放棄以地點為理由提出異議或以地點不方便為理由提出申索，以及進一步放棄以此等法院對你沒有司法管轄權為理由提出異議。
- A34.3 你同意並承認，賬戶項下的任何交易和指示均受限於執行交易的所在地的所有適用的聯邦、國家及自律機構的規例以及該所在地方的交易所或市場（及其結算所（如有））的組織章程、規則及慣例。

中文

- A35.1 本零售銀行服務協議以英文寫成，並附中文譯本。若其英文文本與中文譯本有任何衝突或分歧，就任何目的而言概以英文文本為準。

部分失效

- A36.1 本協議的條文須受限於，並只適用於適用法律所容許的範疇，及本協議的任何條文被任何司法管轄區的法律而視為非法、失效或不能執行，並不影響其在任何其他司法管轄區的法律下的合法性、有效性或可執行性，或任何其他條文的合法性、有效性或可執行性。

稅務

- A37.1 你承諾你會對你自己的稅項事務負責。「稅項」是指（a）任何不論以何方式稱許、徵收、施行或評定的稅款、徵費、關稅、扣除、課稅、稅率、預扣稅或稅項（包括預扣稅、貨品及服務稅、增值稅、銷售稅、消費稅、印花稅及交通稅或任何相類似的已施行或徵收的稅項）；及（b）就針對或涉及上述稅項而評定、收取或實施的任何利息、罰金、收費、罰款或費用或其他任何種類金額（包括與任何未能履行付款或任何延遲付款相關的金額）。
- A37.2 你聲明你從未犯或被裁定犯了任何嚴重的稅務或其他刑事罪行。
- A37.3 你授權並同意本銀行可從給予你的任何付款（或證券回報）（如有）中扣除稅項。
- A37.4 你應按本銀行要求向本銀樓提供有關你的稅務狀況或居住地的資料及證明（副本或正本）以作確保取得任何可得的稅款豁免或稅務寬免或履行本銀行及/或本銀行的代名人及/或本銀行的保管人在任何適用法律下的責任之用。就本條款而言及視何者適用而定，「資料及證明」包括（但不限於）當本銀行及/或保管人為符合適用法律下的責任認為需要或恰當時，要求你簽立證明書、作出陳述及保證、或提供有關證券的其他資料或文件。

第三者權利

- A38 任何非本協議其中一方的人士皆沒有在第623章《合約（第三者權利）條例》下賦予的任何權利以執行本協議內的任何條款或享有其利益。儘管本協議內任何條款有其他規定，更改本協議、解除或損害本協議內任何法律責任，或終止或撤銷本協議內任何條款均不需要任何第三者同意。

B 部分

往來、儲蓄和存款賬戶

客戶的責任

- B1.1 你有責任小心審慎處理與賬戶有關的事宜。特別是，你同意會小心保管任何存摺本和支票簿，如有遺失或盜用，應立即向本銀行報告及在簽發支票時會謹慎行事，以防止任何更改、欺詐或偽造。
你同意不會簽發空白支票或期票。若本銀行在到期日之前兌現任何期票，本銀行將不須負任何責任。

往來賬戶

- B2.1 簽發以本銀行為付款銀行的支票，必須以本銀行為賬戶提供的支票格式簽發。支票上任何更改，必須以出票人的全簽確認。
- B2.2 若支票經更改或本銀行認為支票有任何含糊或可疑，或在支票所註明的出票日期起逾六個月之後才提示付款，本銀行可拒絕兌現及 / 或將未付款的支票退回。
- B2.3 支票的止付指示，必須按本銀行訂明的時間、形式和詳細內容發出。本銀行獲解除對未能或拒絕執行止付指示的所有責任。
- B2.4 本銀行可根據往來賬戶的任何有關指示兌現支票及其他票據，不論往來賬戶是否有結餘或透支，也不論往來賬戶是否因而成為透支或是否超過約定的透支額，但本銀行可拒絕允許核批透支額或增加現有具體確定的透支額。若本銀行核批透支額或增加前述現有具體確定的透支額，你須向本銀行支付 (a) 按本銀行自行絕對約定的利率對透支款項或超出此透支額度的透支款額計收的利息及 (b) 本銀行自行絕對約定的行政費用。
- B2.5 本銀行可在支票上標註“支票付”，其後並有權從有關賬戶中扣除有關支票上註明的款額。
- B2.6 任何一項記入往來賬戶的款項均須在本銀行已收訖有關款項時才會記入，在此之前本銀行可酌情決定隨時撤銷有關交易的登錄。本銀行有權只按託收形式接受任何支票、匯票、銀行匯票、票據或其他書據。
- B2.7 本銀行可拒絕處理以應付抬頭人為收款人開出但被連續背書的支票或其他票據，但事先與本銀行訂有安排的除外。
- B2.8 若本銀行允許開設外幣往來賬戶，你承認該賬戶的操作和支票結算將受限於就外幣賬戶而對本銀行適用的任何有關規則。就所有外幣支票和金融票據而言，本銀行可酌情決定是否接受，並只在獲支付後才會記入賬戶。儘管你已開設此一外幣往來賬戶，本銀行亦沒有義務以有關外幣現金接受存款或支付款項。本銀行以外幣付款時所產生的匯兌損失或其他收費或開支概由你負擔。
- B2.9 你同意在操作美元往來賬戶時接受下列條款的規限：
- (a) 你承認美元結算系統的操作將受香港銀行同業結算有限公司所訂立的美元結算所規則 (US Dollar Clearing House Rules) (“美元結算所規則”) 和其載明的美元操作程序 (US Dollar Operating Procedures) (“美元操作程序”) (不時予以修改或修訂) 所規限。
 - (b) 你同意接受美元結算所規則第 2.3.5 條的規定 (只要此條規則適用於你或你的交易或提述你或你的交易)。你亦同意，在不抵觸前述規定下，基於或根據美元結算所規則及其載明的美元操作程序 (不時予以修改或修訂) 經給予通知，指示或核准後直接或間接產生的任何形式和任何種類或性質的申索、損失、損害賠償或開支 (包括但不限於失去業務、失去業務機會、損失利潤、或特殊、間接或從屬的損失) (即使金融管理專員知道或應當合理知道你可能存在)，根據外匯基金條例委任的金融管理專員 (“金融管理專員”) 概毋須對你負有任何責任或債項。
 - (c) 若本銀行招致美元結算所規則第 2.3.5 條所述的債項、申索、損失、損害賠償或開支，只要該條規則適用於或提述你或你的交易，你須向本銀行作出彌償，使本銀行免受損失。
 - (d) 就所有美元支票和金融票據而言，本銀行可酌情決定是否接受，並只在根據美元結算所規則和獲支付的情況下才會記入賬戶。本銀行有權從你的美元往來賬戶或在本銀行開設的其他 (各) 賬戶中扣除其收費、費用和開支以及任何事後退回並沒有獲支付的項目價值。
 - (e) 本銀行將會合理地設盡辦法在收到任何項目當日予以處理，但在截止結算時間 (隨各有關分行所在地不同而有異) 後交來的美元支票、匯票或本票等將於下一個營業日提示付款。你可就美元支票或其他金融票據的結算，向本銀行查詢以確定一般所需的時間。

- (f) 本銀行沒有義務接受美元現鈔或以美元現金付款。
- (g) 本銀行以美元付款時所合理地產生的匯兌損失或其他收費或開支概由你負擔。

B2.10 客戶同意及確認：

- (a) 客戶簽發並經付款的支票，經以電子形式紀錄後，可能會在有關結算行運作規則所註明的期限內由收款銀行或香港銀行同業結算有限公司（“同業結算公司”）所保留，此後，支票可能會被收款銀行或同業結算公司銷毀（視乎情況而定）。
- (b) 本銀行獲授權與其中包括收款銀行及 / 或同業結算公司簽訂任何合約安排，以實行本條列載的條文。

財富管理賬戶

- B3.1 本賬戶為一往來賬戶，客戶能享受按本銀行就存入賬戶的資金不時確定的方式給予客戶的（各）優惠利率。

儲蓄賬戶

- B4.1 若儲蓄賬戶在其開設日期起三個月內結束，本銀行可酌情收取費用。
- B4.2 儲蓄賬戶的應計利息，將於付息日記入該賬戶。儘管有上述規定，該賬戶任何存款額若低於當時規定的最低限額或其結餘超過本銀行不時確定的數額，本銀行將對該存款額或超出結餘部份不計付利息。
- B4.3 如屬存摺儲蓄賬戶，客戶承諾在每次交易後及在柜位提款離開柜位前會查核存摺本，以確保已在存摺本內作出適當登錄。
- B4.4 存摺本乃屬本銀行所有。客戶不得塗改及 / 或篡改存摺本及 / 或其登錄。若賬戶的存摺本遺失或損毀，補發時須依照及支付本銀行自行絕對酌情的條款和條件和收費。

存款賬戶

- B5.1 本銀行有權自行絕對酌定不接受任何存款。存款一旦存入並經本銀行接受，即屬不可轉讓。
- B5.2 各類存款的利率由本銀行不時確定(每日變更的利率除外)，並會以個別通知或其他方式通知客戶。利息只於到期日支付。定期存款的利息在整個合約期內予以固定。通知存款利息逐日計付，通知存款利率由本銀行單獨絕對酌情逐日確定。
- B5.3 所有支票和其他金融票據存款一經接受，只在最後獲支付後才會記入賬戶。若此等支票或金融票據最後沒有付款而退回，有關存款即屬無效，在此情況下客戶無權收取任何利息，並須向本銀行支付本銀行向其徵收的費用，以補償利息成本和其他開支。
- B5.4 就任何存款賬戶的操作而言，星期六不作為工作日。任何工作日截止時間由本銀行不時確定，並無須通知客戶或取得客戶同意。在該截止時間後收到的指示只會在下一個工作日由本銀行執行。
- B5.5 有關資金到期的處置指示及其修改的指示必須在到期日前最少兩個工作日發出。除非在到期日前兩個工作日收到相反的指示，否則在到期日後存款將不計付利息，而所有有關資金將留存於一個不生息賬戶內，但本銀行可選擇在到期日及其後每個到期日按相同條款將存款及其應計利息續期，利率按本銀行自行對該兩個工作日的任何一日或到期日適用的通行利率予以酌定。
- B5.6 定期存款不得在到期前提取。本銀行可應客戶要求，單獨絕對酌情（但沒有義務）准許客戶在到期前提取存款，但須遵照本銀行單獨絕對認為適當的條款和條件。
- B5.7 本銀行有權（但沒有責任）就提取存款而要求向本銀行出示有關存款單據 / 證明 / 通知。
- B5.8 港幣存款到期日為星期日或公眾假期的話，將順延至其緊接的下一個工作日到期。

外幣定期存款

- B6.1 本銀行可酌情決定以下列任何一種方式作出有關任何外幣存款的付款：
- (a) 按本銀行當時通用的電匯買價兌換成港幣；
 - (b) 本銀行以原來的存款貨幣向客戶開出的，由有關貨幣國的一家代理行兌付的即期匯票；
 - (c) 對在本銀行接受的但你以書面指定的一家金融機構開設的賬戶作出郵匯或電匯；或
 - (d) 以本銀行單獨和絕對酌情決定的任何其他方式

但在上述（b）和（c）項的情況下，本銀行有絕對酌情權選擇一家或以上代理行，而客戶須要負擔合理產生的必要開支，及在受限於第A20條的情況下，本銀行一概毋須為選擇代理行，或因代理行或本銀行作出郵匯或電匯時的任何行為、過失、遺漏、延誤、錯誤或疏忽而引致客戶蒙受的任何損失負上任何責任。

B6.2 外幣存款到期日為香港或有關貨幣國家（視情況而定）的星期六、星期日或公眾假期的話，則順延至其緊接的下一個工作日到期。

掉期存款（在本銀行香港分行開設之戶口）

B7.1 掉期存款以美元為計值單位，但以港幣支付。

B7.2 掉期存款根據本銀行與你訂立的下列外匯合約執行：

- (a) 本銀行以存款日的通行現貨匯率出售美元；及
- (b) 本銀行以存款到期日的遠期購買匯率購買美元。

B7.3 掉期存款到期日為香港的星期日或公眾假期的話，將順延至其緊接的下一個工作日到期，而相關遠期外匯合約亦因應此（等）額外日數而予以延展。

現鈔提存

B8.1 若客戶希望從賬戶提存的港幣現金總計數額超出本銀行設定的每日限額（可隨時更改而毋須事先通知），本銀行可能會對任何賬戶提存的現鈔收取合理的費用，而此等現金提款亦必須事先訂立有關安排。

B8.2 現金存款只有在經過本銀行或由本銀行指定的第三者專家進行正式的驗證（可能包括但不限於法學鑑證）後才可被視為由本銀行收妥。客戶在此同意將現金存款交予驗證，並全面協助本銀行進行有關程序（可能不在存款當日或在本銀行的物業內進行）。在驗證完畢前，客戶不可以提取或使用該等現金存款，但本銀行有權酌情決定容許客戶提取或使用該等或部份現金存款。本銀行在存款時作出的登錄或發出的通知只作紀錄用途，本銀行在驗證完畢前將不受其約束。該等現金存款只會有關條件地記入賬戶，假如本銀行後來發現該等現金存款包含偽鈔或假硬幣，可隨時酌情決定還原該等入賬紀錄。在不局限上述的情況下，本銀行可以酌情決定拒絕接受任何紙幣或硬幣存入賬戶。

人民幣賬戶及服務

人民幣之貨幣風險

人民幣涉及匯兌風險，且目前並非自由兌換。由香港銀行業提供或透過其提供之人民幣兌換及其他服務須受適用於人民幣相關活動及服務的及可不時修訂的相關監管機構規定及其他政策規定及限制所規限。

一般規定

B9.1 澳新銀行集團有限公司，香港分行（「本銀行」）可應閣下之要求，同意按不時由本銀行釐定之條款及範圍向閣下提供人民幣服務，而本「規管人民幣賬戶及服務之條款及細則」（「條款及細則」）適用於該等服務。

B9.2 於本銀行開立人民幣賬戶，閣下同意受由本銀行不時修訂及增補的「規管賬戶及銀行服務之一般條款及細則」（「一般條款」）及本條款及細則（一般條款及本條款及細則統稱為「人民幣條款及細則」）約束。如一般條款與本條款及細則之間存在任何歧異，則以本條款及細則為準，但僅限於有關之歧異而言。

B9.3 本銀行同意向閣下提供之一切人民幣服務（包括但不限於人民幣存款、提款、匯兌及匯款服務），以及以人民幣為賬戶貨幣之賬戶之操作，均受限於：

- (a) 人民幣條款及細則，以及任何其他規管相關人民幣賬戶或服務之特定條款及細則（經不時修訂）；
- (b) 任何監管機構、政府組織、清算或結算銀行或代理或監管人民幣相關活動及服務之專業團體不時頒佈或實施之適用法例、規則、法規、政策及指引（「適用條例」）；
- (c) 於關鍵時候有效之本銀行內部政策；及
- (d) 人民幣之供應。

B9.4 在不規限上文第B9.3項之規定之情況下，就任何透過於香港設立之人民幣清算及結算系統清算或結算之人民幣交易而言，閣下：

- (a) 確認知悉該人民幣清算及結算系統之操作須受限於：
 - (i) 本銀行與任何清算銀行或代理之間訂立有關於香港進行人民幣清算及結算之任何協議（經不時修訂）（「結算協議」）；
 - (ii) 人民幣清算行規則；及
 - (iii) 人民幣營運程序，（統稱「結算規則及法規」），經不時修訂；
- (b) 同意當人民幣條款及細則、本銀行之任何內部政策、適用條例及結算規則及法規之規定之間有任何歧異，一概以下列優先次序為準，以便詮釋：

- (i) 結算規則及法規；
 - (ii) 適用條例；
 - (iii) 人民幣條款及細則；及
 - (iv) 本銀行之任何內部政策；
- c) 同意在不影響上文(b)段之情況下，香港金融管理局(「金管局」)毋須就以任何形式直接或間接基於以下原因而產生之任何種類或性質之任何索償、損失、賠償或費用(包括但不限於業務損失或業務機會損失、盈利損失、特別、間接或附帶損失)而向閣下負責或承擔責任(即使金管局知悉或理應已知悉該等索償、損失、賠償或費用有可能存在)：
- (i) 任何金管局真誠地已進行或遺漏進行，或人民幣清算及結算系統、香港銀行同業結算有限公司(「香港結算」)、結算行(定義見人民幣清算行規則)內負責管理、運作或應用或管理、運作或應用結算設施(定義見人民幣清算行規則)或其任何部份之任何成員(定義見人民幣清算行規則)或任何其他人士已進行或遺漏進行任何事宜；及/或
 - (ii) 根據人民幣清算行規則及人民幣營運程序給予當中所述之許可、通知、意見或批准，或與之相關之許可、通知、意見或批准(或會不時修訂)。
- B9.5 人民幣條款及細則及適用於閣下之人民幣賬戶及服務之資料(包括費用及收費)由本銀行不時釐定及修訂，且於任何時候均受限於適用條例與結算規則及法規(經不時修訂)。
- B9.6 本銀行有權：
- (a) 修訂人民幣條款及細則或引入適用於閣下之人民幣賬戶及服務之額外條款及細則，而閣下須受該等條款及細則所約束；及
 - (b) 終止或取消閣下於本銀行持有之任何人民幣賬戶或服務及/或透過閣下之人民幣賬戶進行之任何金額之轉賬或兌換，以符合適用條例、結算規則及法規及適用於人民幣賬戶及服務之人民幣條款及細則(經不時修訂)，而毋須事先通知閣下。
- B9.7 本銀行有權於結算規則及法規或適用條例有所規定下，向有關監管機關、政府組織、清算或結算銀行或代理、或專業團體(不論是否位於香港)呈報及披露所有及任何與閣下有關之交易及資料，而毋須事先通知閣下。
- B9.8 本銀行可不时拒絕或終止向閣下提供任何人民幣服務(包括但不限於閣下之人民幣賬戶之任何金額現金提款或存款或進行人民幣與其他貨幣之間之匯兌)，而毋須事先通知閣下或提供任何理由。
- B9.9 所有人民幣服務(包括但不限於人民幣存款、提款、匯兌及匯款)均須受限於本銀行為遵守結算規則及法規(如適用)、適用條例及人民幣條款及細則而不時實施之每名客戶之每日交易額規定或每次交易限額規定(或會不時更改或修訂)。
- B9.10 就任何人民幣現金存款而言：
- (a) 如本銀行於任何人民幣賬戶入賬後之任何時間發現或在合理情況下懷疑任何人民幣現鈔為偽鈔，則本銀行將獲不予撤銷之授權，可即時於上述賬戶或閣下於本銀行所持之其他賬戶，扣除該等現鈔之總額，而毋須事先通知閣下；及
 - (b) 閣下將不獲退還該等偽鈔，且本銀行就此獲授權自行全權酌情決定如何銷毀該等偽鈔，並在本銀行視為適當之情況下通知有關機關及向其披露一切有關資料，包括(為免生疑問)閣下之名稱、地址及聯絡資料。
- B9.11 是否接納人民幣現鈔存款，由本銀行酌情決定，且本銀行或會徵收本銀行不時釐定之收費。本銀行並不接納將人民幣硬幣存入任何人民幣賬戶。
- B9.12 本銀行並無責任接納人民幣現鈔或硬幣存款或處理人民幣現金付款。任何人民幣賬戶之人民幣現鈔提款均受限於有關人民幣之供應。此外，如須經本銀行處理大額之人民幣提款，必須於七(7)個營業日前通知本銀行。本銀行獲授權以下列貨幣支付於閣下之人民幣賬戶中提取之任何金額：
- (a) 人民幣；
 - (b) 港元，兌換價按本銀行當時適用之買入價；或
 - (c) 本銀行全權酌情決定之其他貨幣，兌換價按本銀行當時適用之買入價。
- B9.13 本銀行獲授權於閣下於本銀行持有之任何賬戶扣除任何應付本銀行之費用及收費。
- 人民幣儲蓄及往來賬戶**
- B9.14 閣下之人民幣儲蓄賬戶之存款結餘之利息按本銀行不時釐定之利率計算及支付。閣下之人民幣往來賬戶之存款結餘將不獲支付任何利息。
- B9.15 閣下聲明閣下為閣下交付本銀行之人民幣現鈔之實益擁有人，並合法擁有該等人民幣現鈔。

- B9.16 本銀行可不時設定適用於人民幣蓄儲及往來賬戶及相關交易之限制，包括但不限於設定各項人民幣存款交易或賬戶之上限。
- B9.17 就貿易結算或本銀行、結算規則及法規及適用條例不時允許之目的而言，人民幣支票可予接納存入閣下之人民幣賬戶。
- B9.18 人民幣支票僅可按本銀行不時知會之形式使用，且其使用亦必須受限於適用條例(經不時修訂)及收納或兌現支票之人仕或銀行之條款及規則與程序。
- B9.19 人民幣往來賬戶之每日支票付款總額，不可超出本銀行訂明或根據結算規則及法規或適用條例不時規定之任何限額。如超出任何該等限額，則本銀行可酌情決定退回任何該等未獲支付之支票，而本銀行將毋須向閣下承擔任何責任，亦毋須事先通知閣下。
- B9.20 超額提款及透支一概不獲許可。
- B9.21 閣下之人民幣往來賬戶不可用於簽發現金支票。經閣下人民幣往來賬戶開出之所有支票必須為人民幣支票、劃線及註明「只准入抬頭人賬戶」，且不得背書，亦不得轉讓。
- B9.22 閣下將支票及其他貨幣工具存入本銀行前，應確保該等支票及其他貨幣工具均為完整及準確。閣下同意，確保閣下所提供之該等資料為完整及準確，全部為閣下之責任，且本銀行可加以依賴該等資料以發出收據。任何該等由本銀行發出之收據，均須經本銀行其後加以核實方可作實，而一旦發現有任何差異，有關決定將為最終決定，且閣下須受其約束。本銀行因此而要求作出之調整，將視為獲閣下同意及認可。
- B9.23 本銀行接納之所有匯入匯款、支票及其他貨幣工具，均須待最後付款及本銀行確認後方可作實。而直至該等匯入匯款、支票及其他貨幣工具經清算後，本銀行毋須轉帳。
- B9.24 本銀行可(但無責任)將閣下之人民幣儲蓄賬戶中全部或任何款項，轉至閣下之人民幣往來賬戶，以兌現任何或所有交付予本銀行之人民幣支票，而毋須事先通知閣下，且本銀行可就此徵收本銀行不時釐定之手續費。
- B9.25 本銀行可不時釐定本銀行接納存款至人民幣往來賬戶之每日最高限額。人民幣往來賬戶於每日截數時間(由本銀行不時指定)之存款結餘金額，須限於本銀行或不時訂定之最高限額。本銀行獲授權，隨時將閣下之人民幣往來賬戶之任何剩餘金額轉至閣下之儲蓄賬戶或閣下於本銀行持有之任何其他賬戶，或將之按本銀行認為恰當之方式處置，而毋須事先通知閣下。
- B9.26 本銀行獲授權於閣下於本銀行持有之賬戶扣除應支付予本銀行之退票收費、支票處理費或任何其他費用及收費。

電子支票存入服務 - 適用性及定義

- B10.1 本部份條文(第B10.1至B10.12條)適用於本銀行有關電子支票的服務。本協議中的其他適用於實物支票或適用於本銀行一般服務的條文，凡內容相關的且不與本部份條文不一致的，將繼續適用於電子支票及本銀行的電子支票存入服務。就電子支票存入服務而言，若本部份條文跟本協議的其他條文出現不一致，均以本部份條文為準。
- B10.2 就電子支票存入服務為目的，下列詞語具下列定義：
- 「匯票條例」 指香港法例第19章〈匯票條例〉，可被不時修訂。
- 「存入途徑」 指本銀行不時提供用作出示電子支票以求存入的任何途徑。
- 「電子支票」 指以電子紀錄(按香港法例第553章〈電子交易條例〉定義)形式簽發的支票(包括銀行本票)，附有電子支票或電子銀行本票(視情況適用)的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。
- 「電子支票存入服務」 指由本銀行不時向客戶為存入電子支票而提供的服務。
- 「電子支票存票服務」 指由同業結算公司提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟同業結算公司登記電子支票存票服務賬戶，方可出示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。
- 「電子支票存票服務戶口」 指電子支票存票服務的使用者賬戶，每位電子支票存票服務使用者必須先跟同業結算公司登記其使用者賬戶方可使用電子支票存票服務出示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

- 「**電子支票存票服務條款**」 指由同業結算公司不時指定的條款及細則，以規管由同業結算公司提供的電子支票存票服務的使用。
- 「**業界規則及程序**」 指同業結算公司及銀行業界就規管電子支票的處理而不時採用的規則及運作程序。
- 「**受款人銀行**」 指受款人賬戶所在的銀行。
- 「**受款人戶口**」 就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本銀行持有的銀行賬戶，而該賬戶可以是受款人的個人名義賬戶或受款人的聯名賬戶。
- 「**付款人銀行**」 指為其客戶簽發的電子支票作出數碼簽署的銀行。

性質及範圍

- B10.3 本銀行可選擇提供電子支票存入服務。如本銀行向你提供電子支票存入服務，你可以存入電子支票。為使用電子支票存入服務，你須提供本銀行及同業結算公司分別不時要求或指定的資料及文件，並須接受本銀行及同業結算公司分別不時要求或指定的條款及細則。你亦可能需要簽署本銀行不時指定的表格及文件。
- B10.4 電子支票存入服務讓你及其他人士可按下列第B10.7、B10.8及B10.9條使用同業結算公司提供的電子支票存票服務或使用本銀行的存入途徑出示電子支票（不論向你及/或受款人賬戶的任何其他持有人支付）以存入本銀行（作為受款人銀行）。
- B10.5 本銀行可為本銀行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- B10.6 本銀行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
- (a) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
 - (b) 你須就電子支票存入服務支付的任何費用。

電子支票存入服務

- B10.7 電子支票存入服務可容許透過使用同業結算公司提供的電子支票存票服務或本銀行的存入途徑，出示電子支票以存入本銀行（作為受款人銀行）。
- B10.8 電子支票存票服務
- (a) 電子支票存票服務由同業結算公司提供。就你使用電子支票存票服務，你受電子支票存票服務條款約束。你須自行負責履行電子支票存票服務條款下的責任。
 - (b) 為使用電子支票存票服務，電子支票存票服務條款要求你登記電子支票存票服務戶口連同一個或多個受款人賬戶，以供出示電子支票。電子支票存票服務條款容許你以你同名賬戶或你同名賬戶以外的其他賬戶作為受款人賬戶登記電子支票存票服務戶口。你須就你或任何其他人士使用你的電子支票存票服務戶口出示的所有電子支票負責（包括任何向你同名賬戶以外的受款人賬戶出示的電子支票）。
 - (c) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本銀行可以（但無責任）向你提供合理協助。因本銀行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如你要求，本銀行可以（但無責任）提供使用你電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本銀行同意提供有關該電子支票的資料。
 - (d) 本銀行對同業結算公司是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，你須承擔有關使用電子支票存票服務的責任及風險。你或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本銀行無須負責。
- B10.9 存入途徑
- 本銀行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

電子支票的處理、相關風險及責任

B10.10 電子支票存票服務

你須明白本銀行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向你簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本銀行有權按業界規則及程序，向付款人銀行出示任何向你簽發的電子支票，以收取電子支票的款項。

B10.11 本銀行責任的限制

在不減低本協議條文效果的情況下：

- (a) 你或任何其他人士因使用電子支票存入服務，或你或任何其他人士通過本銀行向你提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本銀行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本銀行或本銀行人員、僱員或代理的疏忽或故意失責導致；
- (b) 為求清晰，現明確如下，你或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本銀行無須負責：
 - (i) 你或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (ii) 你未遵守有關電子支票存入服務的責任；
 - (iii) 按業界規則及程序出示向你簽發的電子支票，而無須顧及匯票條例的條文；及
 - (iv) 任何由於或歸因於本銀行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本銀行均無須向你或任何其他人士負責。

B10.12 你的確認及彌償

- (a) 你須接受本銀行及同業結算公司分別就電子支票存入服務及同業結算公司提供的服務施加的責任限制及免責條款。你須接受及同意，承擔存入電子支票的風險及責任。
- (b) 在不減低你在本協議條文提供的任何彌償或於本銀行享有的任何其他權利或補償的情況下，本銀行及本銀行人員、僱員及代理（或任何一人）有關或因本銀行提供電子支票存入服務或你使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本銀行及本銀行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，你須作出彌償並使本銀行及本銀行人員、僱員及代理（或任何一人）免受損失。
- (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本銀行或本銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。

C部份

外幣雙機賬戶

釋義

C1.1 就本部份而言

掛鈎貨幣	指於確認書內指明的投資貨幣以外的、根據本部份的規定可用於償付雙款的該種貨幣；
營業日	指本銀行開門營業的日子，不包括星期六或非工作日的任何日子；
確認書	指本銀行根據本部份的規定發給客戶的確認書；
協定匯率	指根據本部份的規定，由本銀行在確認書內指明的價格，用於將投資金額兌換成掛鈎貨幣以償付外幣雙機賬戶之目的；
定價日	指於確認書內指明本銀行決定償還貨幣的日期；
投資金額	指客戶根據本部份的規定開立於本銀行的投資貨幣的本金額；
投資貨幣	指最初開立外幣雙機賬戶所用的該種貨幣；
到期日	指於確認書內指明的、本銀行根據本部份的規定應向客戶償付外幣雙機賬戶的日期；
起始日	指於確認書內指明本銀行扣除投資金額的日期；及
工作日	指列明為投資貨幣的有關貨幣國家及列明為掛鈎貨幣的有關貨幣國家的銀行開門營業的日子，不包括星期六。

接受外幣雙機賬戶

- C2.1 當客戶已閱讀並同意受限於本部份的規定及接受本銀行不時更改的風險披露聲明所述的有關風險，本銀行可能會接受客戶在本銀行開立外幣雙機賬戶。
- C2.2 外幣雙機賬戶不得少於本銀行不時指定的最低本金額。外幣雙機賬戶一經開立，並由本銀行接受，即屬不可轉讓。
- C2.3 所有向本銀行發出的指示均需待本銀行接納，方為作實。本銀行保留拒絕接納任何指令的權利，而毋須就拒絕接納提供任何原因，並且毋須就不獲接納或執行的任何指令承擔任何責任或法律責任。
- C2.4 假如本銀行接受客戶在本銀行開立外幣雙機賬戶，客戶須被視為已不可撤回地授權並指示本銀行在起始日從客戶指明的賬戶扣除相等於用以在購入投資貨幣的本金額的金額，及 / 或支付與外幣雙機賬戶及本協議有關由本銀行收取的該等費用、佣金及其他報酬。

確認書

- C3.1 在開立外幣雙機賬戶後，本銀行將向客戶發出確認書，列明有關外幣雙機賬戶的詳情，包括投資貨幣、投資金額、起始日、定價日、到期日、掛鈎貨幣、協定匯率和適用利率的詳情。即使未有發出確認書，亦不會影響該項協議的條款或導致有關條款無效。該確認書將為對客戶具有約束力的最終交易證明，除非在該確認書的指明時間內相方溝通出現明顯的錯誤。

利息

- C4.1 本銀行對外幣雙機賬戶應支付的利息，將參考投資貨幣在本銀行就相關投資貨幣的通常慣例以360日為一年或365日為一年按實際經過的日數計付（由本銀行確定，確定屬決定性，並對客戶有約束力）。
- C4.2 利息將由起始日(包括當日在內)計至（但不包括）到期日。本銀行沒有義務向客戶支付到期日及 / 或該日以後外幣雙機賬戶的利息。

以掛鈎貨幣償付

- C5.1 客戶特此授予本銀行一項不可撤銷的權利，允許本銀行可用掛鈎貨幣償付外幣雙機賬戶，此項權利將由本銀行單獨和絕對酌情決定行使，而毋須事先通知客戶。若本銀行行使此項權利，以投資貨幣計值的外幣雙機賬戶將按協定匯率計算兌換成掛鈎貨幣的等值數額。客戶確認及接受本銀行在行使此項權利以掛鈎貨幣償付投資金額時可能涉及的貨幣風險。
- C5.2 客戶授權本銀行以他 / 她的名義開立一個掛鈎貨幣之賬戶以便在到期日為掛鈎貨幣進行結算。

提款

- C6.1 未經本銀行事先同意，客戶不得於到期日之前提取或終止外幣雙機賬戶。本銀行有全權酌情決定對於到期日前提早提取任何外幣雙機賬戶而所收取的額外費用、收費或罰款。
- C6.2 就提取任何外幣雙機賬戶而導致或引起本銀行在對任何相關對沖安排平倉時所產生的所有成本及損失（包括但不限於出售或以其他方式變現與外幣雙機賬戶有關的任何期權、期貨合約），客戶須對本銀行作出彌償。
- C6.3 客戶無權在最初開立外幣雙機賬戶的ANZ分行同一司法管轄區以外的分支機構提取有關外幣雙機賬戶。

其他適用條文

- C7.1 若外幣雙機賬戶在非工作日（“非工作日”）到期，將順延至該非工作日緊接的下一個工作日到期。
- C7.2 若在本銀行就外幣雙機賬戶不時確定的任何營業日交易時間之後本銀行才接到客戶就外幣雙機賬戶的任何指示，本銀行將不會在該營業日執行該指示，而（如客戶仍想在下個營業日或任何其他營業日開立外幣雙機賬戶）客戶須在擬開立外幣雙機賬戶的該個營業日再次發出有關指示。在任何情況下本銀行均不會在非營業日處理與外幣雙機賬戶有關的任何指示。

D部份

利息 / 外幣掛鈎結構存款

本銀行及申請表內列明人仕(下稱「存戶」)已辦理及 / 或預期辦理利息 / 外幣掛鈎結構存款安排(稱「利息 / 外幣掛鈎結構存款」)。透過簽署申請表, 存戶同意不可撤回地遵守有關條款及條件(下稱「條款及條件」)。條款及條件、申請表、利息 / 外幣掛鈎結構存款交易通知、個人銀行服務協議及本銀行不時引用的其他文件, 將規限本銀行與存戶之間的關係。

開戶和執行

- D1.1 存戶簽署申請表之時須同時簽署風險披露聲明(如他 / 她在這以前並未簽署相關的風險披露聲明), 除非存戶本身已在本銀行設有相關賬戶, 否則存戶須按照本銀行儲蓄 / 往來賬戶有關的程序及條款和條件, 在本銀行開設儲蓄 / 往來賬戶以便投資於利息 / 外幣掛鈎結構存款。
- D1.2 存戶簽署申請表之時, 須同時將額外數額的存款存入其儲蓄賬戶, 以確保其儲蓄賬戶內的總存款額足可供其投資於利息 / 外幣掛鈎結構存款。
- D1.3 不處置及提款
存戶:
- (a) 同意在起始日之前, 或於接獲本銀行書面通知不獲許可或批准投資於利息 / 外幣掛鈎結構存款之時為止(以較早發生者為準), 不會從儲蓄賬戶提取任何存款, 不會對儲蓄賬戶內的存款設定任何產權負擔或以其他方式處置存款; 及
- (b) 無條件地和不可撤回地指示本銀行從儲蓄賬戶提取他 / 她欲在推出日(或為此目的本銀行酌情決定認為適合的其他日子)投資在利息 / 外幣掛鈎結構存款之有關金額。
- D1.4 在適用法律容許的限度內, 存戶須對其違反上文第2.3(a)條款所導致本銀行的一切合理損失或損害彌償本銀行。

未完成存放

- D2.1 一旦發生如申請表第3條款闡述的未完成存放, 利息 / 外幣掛鈎結構存款將視作未能推出, 及存戶只有權取得在其交收賬所累計的利息, 而非由利息 / 外幣掛鈎結構存款所累計的利息 / 收益。本銀行亦獲法律認許, 毋須對存戶負上任何補償或賠償的責任。

存放完成及確認

- D3.1 存放期一經期滿及本銀行決定有關存放完成, 本銀行須適時地向存戶發出利息 / 外幣掛鈎結構存款交易通知。如本條款及條件、申請表、及其他相關文件及通知之間有任何歧義, 一切概以通知為準。

不處置利息 / 外幣掛鈎結構存款

- D4.1 存戶不可提取, 設定任何產權負擔、轉賬及以其他方式處置其於利息 / 外幣掛鈎結構存款之權益。
- D4.2 在適用法律容許的限度內, 存戶須對其違反上文第D4.1條款所導致本銀行的一切合理損失或損害彌償本銀行。

提前終止利息 / 外幣掛鈎結構存款

- D5.1 除申請表特別訂明容許提前終止的產品外(如有的話), 存戶及本銀行均同意不會在到期日之前終止利息 / 外幣掛鈎結構存款。存戶於到期前提取存款須經本銀行酌情決定並須按本銀行釐訂條款進行。存戶確認此等於到期前提款所收到的總款額(即支取收益加任何提前派息)可能少於存戶已投資的本金金額。
- D5.2 雙方同意, 若利息 / 外幣掛鈎結構存款不論任何原因於到期日之前終止, 存戶於利息 / 外幣掛鈎結構存款的任何基礎投資項目(包括任何衍生產品)須於利息 / 外幣掛鈎結構存款終止時同時終止。
- D5.3 在適用法律容許的限度內及按第D5.1、D5.2條款規定, 以及在不損害本銀行按此條款及條件或其他的任何權利及補救方法下, 存戶須對其違反本第D5條款所導致本銀行的一切合理損失或損害彌償本銀行。

到期日之收益計算

- D6.1 本銀行須按申請表及利息 / 外幣掛鈎結構存款通知計算及結清利息 / 外幣掛鈎結構存款之收益。在到期日, 本銀行只須支付存款貨幣內的利息 / 外幣掛鈎結構存款本金(連同累計利息 / 收益, 如有)至交收賬戶, 而有關付款須在不違反該交收賬戶之任何限制下進行。如本銀行所支付之該等金額會導致違反該交收賬戶之限制, 本銀行有權採取任何認為合適的方式結算利息 / 外幣掛鈎結構存款, 包括惟不限於以任何其他外幣償還。

表述及保證

- D7.1 存戶茲表述及保證其於訂立申請表之日及在存戶與本銀行訂立利息 / 外幣掛鈎結構存款及 / 或交易未完成時，它具有合法能力和權力(及，如存戶屬個人，他 / 她精神健全)，訂立申請表和履行其在有關條款及條件、申請表和有關通知下的責任，此等條款及條件、申請表和有關通知構成在法律上的、有效的並對存戶具約束力的責任，其不會導致存戶違反任何法律、條例、命令或判決或任何其他對存戶具有約束力的文件或協議，而且存戶已獲得所有與此有關的必要同意和授權，並在此條款及條件、申請表及任何通知的施行期內有效。
- D7.2 存戶茲進一步表述和保證，於訂立申請表之日：
- (a) 存戶已細閱並充份明白訂立申請表的條款、條件及風險，而且有能力承擔並確實承擔該等風險；
 - (b) 存戶並沒有依賴本銀行及 / 或本銀行職員、代理人或聯繫公司向存戶所作出的任何(書面或口頭)表述來訂立申請表，而本銀行所提供的任何建議或意見僅供參考之用；及
 - (c) 存戶投資於利息 / 外幣掛鈎結構存款為其個人決定，其乃根據本身的判斷及 / 或(其認為有需要的)顧問所提供的意見而決定該項交易是否合適。

抵銷及留置權

- D8.1 存戶茲表述其不可撤回地授權本銀行在適用法律容許的限度內有權隨時在不給予通知的情況下(包括提出要求之前或之後)，將存戶當時在本銀行設於香港或世界各地的分行所開設或維持的所有或任何現有賬戶，包括以本銀行名義或存戶和他人聯名的賬戶，不論其進行任何賬戶結算或其他事項，整合或綜合起來，(不論是往來、存款、或是到期與否、貸款或任何其他性質的賬戶，及不論是為美元或任何其他貨幣的賬戶)，無論在何地及 / 或用上述任何一個或以上賬戶內的正結餘進行抵銷或轉賬，以及用以清付存戶對本銀行的任何欠款、債務或負債，不論該等負債是否屬現有的、將來的、實際的、或有的、主要的、附屬的，個別的或共同的。進行上述綜合，有關抵銷或轉賬涉及貨幣兌換，在適用法律容許的限度內，上述綜合、抵銷或轉賬須按當日的現匯匯率(由本銀行作最後確定)計算。在適用法律容許的限度內，存戶茲放棄要求本銀行發出有關上述組合、綜合、抵銷或轉賬通知的權利，而且同意上述組合、綜合、抵銷或轉賬從本銀行進行該活動之日起生效。在適用法律容許的限度內，存戶進一步同意放棄存戶對本銀行享有的抵銷權，而且在該放棄抵銷權的效果不受限制之下，不會在任何時候行使任何權利。
- D8.2 本銀行可毋須事先通知，隨時保留任何按通知所應付予存戶的金額，以支付存戶就任何賬戶應付或可能需支付銀行之金額。
- D8.3 即使任何條文載有相反規定，本條款及條件、申請表、通知或存戶與本銀行根據本條款及條件所達成的安排，不應被視作構成對本銀行在任何時候依法享有的或可能依法享有的任何抵銷權、綜合權或留置權的任何限制或放棄。

其他條款

- D9.1 如本銀行於任何利息 / 外幣掛鈎結構存款交易日之交易時間(由本銀行不時確定)後才收到存戶就利息 / 外幣掛鈎結構存款作出的指示，本銀行將不會於該交易日執行該指示。若存戶仍欲於下一個交易日或任何其他交易日存放利息 / 外幣掛鈎結構存款，其須於利息 / 外幣掛鈎結構存款之交易日再發出存放指示。在任何情況下，本銀行並無責任在任何非交易日或任何交易日的銀行交易時間以後辦理存戶就利息 / 外幣掛鈎結構存款作出的指示。
- D9.2 本銀行保留權利根據其銀行守則及香港所有適用條例和規定，以本銀行全權酌情認為適當的方式對賬戶結餘款項收取費用。
- D9.3 在適用法律容許的限度內，本銀行可從須支付予存戶的款項中，不時扣除本銀行全權酌情認為適當的稅款、關稅、徵費、破損費、費用或其他與利有或將來的稅項、關稅、開銷、收費、徵費、費用及支出及任何性質的欠款，不論是在香港或任何其他司法管轄區(「稅項」)，均須由存戶自行負責。在適用法律容許的限度內，存戶在要求下須全數彌償本銀行所支付有關稅款及由此引起或與之有關的債項(包括罰款、利息及支出)。縱使如此，存戶只須為銀行就執行此條款及條件、申請表及通知而合理地招致的任何合理費用(包括法律費用)負責。
- D9.4 如申請表簽署者多於一人，「存戶」一詞須解釋為該個別人士及任何一名或以上人士的合稱，該等人士的存款、協議、責任及負債均屬共同及各別的，並須作相應解釋。上述人士均同意受申請表約束，儘管原擬簽署或受申請表約束的任何其他人士並未簽署或有效地受申請表約束，及儘管申請表對上述任何一名或以上人士無效或不能執行，亦不論本銀行是否知悉有此不足之處。
- D9.5 若條款及條件、申請表及 / 或通知的任何條文在任何方面不合法、無效或不能執行，其他條文的合法性、效力或可執行性並不受影響。

- D9.6 本銀行沒有行使或延遲行使或放棄追究存戶違反申請表、通知或及此等條款及條件的行為，或本銀行任何其他放寬或寬限措施，將不會損害或影響本銀行在任何時候行使其全部或任何權利和補救方法。
- D9.7 申請表、通知或及此等條款及條件的補救方法是累計的，並不排除法律規定的任何補救方法。
- D9.8 存戶的地址如有更改，須立即以書面方式通知本銀行，對存戶未就此通知本銀行所招致的任何損失，本銀行概不負責。
- D9.9 存戶確認他 / 她已細閱、明白和接受本銀行的風險披露聲明。
- D9.10 產品說明（如並未與本條款及條件或利息 / 外幣掛鈎結構存款交易通知相違背）的內容，將構成申請表及此等條款及條件的一部分。

管轄法律及司法管轄區

- D10.1 本條款及條件以及雙方與此有關的所有交易往來受香港法律所管限，並按香港法律解釋。雙方不可撤回地服從香港法院的非專屬司法管轄權。對於法律程序，存戶不可撤回地放棄在任何時候對在上述法院提起的法律程序的聆訊地點提出反對的權利，放棄提出有關該法律程序聆訊地點不方便的申索的權利，並進一步放棄就上述法律程序提出反對，認為該法院對存戶不具有司法管轄權的權利。假如存戶並非香港人士，存戶不可撤回地委任其向本銀行選定的人士作為存戶的法律程序文件代理人，代表存戶接受由本條款及條件引起的任何法律程序之其他文件的送達。
- D10.2 除上文第D10.1條款規定，本銀行可在任何其他具有司法管轄權的法院對存戶提出法律程序，在任何一個或以上司法管轄區提出法律程序並不妨礙本銀行在任何其他司法管轄區提出法律程序，不論是否同期提出。

資料披露

- D11.1 存戶：
- 授權本銀行為辦理利息 / 外幣掛鈎結構存款的目的向任何為本銀行提供金融服務的人士或為本銀行提供研究、行政、會計、法律、數據處理、物流或其他支援服務的人士披露本銀行持有的任何有關利息 / 外幣掛鈎結構存款的資料；
 - 授權本銀行為辦理利息 / 外幣掛鈎結構存款的目的向本銀行任何聯繫公司披露本銀行持有的任何有關利息 / 外幣掛鈎結構存款的資料；
 - 若根據任何適用法律或條例規定或任何政府部門或機構或行政或監管機構要求須予披露，存戶須授權本銀行披露本銀行持有的任何有關利息 / 外幣掛鈎結構存款的資料；
 - 若任何合適的政府主管部門或機構或行政或監管機構要求本銀行向該部門或機構披露任何有關利息 / 外幣掛鈎結構存款的資料，存戶同意本銀行可遵照該要求辦理（不論該要求是否可確實執行）；及
 - 授權本銀行按照其不時修訂的零售銀行服務協議所載的方式披露或以任何方式處理存戶的資料，而本銀行概毋須因上述任何披露而對存戶或任何其他人士承擔任何責任。

不可轉讓

- D12.1 未經本銀行事先書面同意（本銀行可全權酌情決定給予或拒絕同意），存戶不可就根據協議的權益及責任及利息 / 外幣掛鈎結構存款進行任何形式的抵押、轉讓或轉移。

不可抗力及不合法性

- D13.1 所有款項、存款及債項的支付或償還，只可在開戶的所在國家或行政區境內分辦理，而不是澳新銀行集團有限公司位於澳洲墨爾本的總行（「總行」）或其任何其他辦事處或分行或任何其他本銀行的聯繫公司，除非另行書面明確訂明。存戶在有關係戶開戶所在國家或行政區以外地方，不可對位於該國家或行政區以外的澳新銀行集團有限公司總行或任何其他分行提出申索或訴訟，對澳新銀行集團有限公司的資產或行政上不屬於在該國家或行政區營運的分行的任何其他分行的資產，存戶也沒有追索權或抵銷權，存戶須放棄上述所有申索、訴訟、追索權或抵銷權。存戶就本銀行的存款發出的匯款及 / 或轉賬指示在任何方面不受影響，也不可在任何方面解釋為對上述條文的減損。
- D13.2 本銀行若因自然災害、罷工、暴動、恐怖襲擊、戰爭、法律或規例變更、任何外匯限制或任何威脅政府或官方舉動（在法律上或事實上）等本銀行無法控制的情況，以導致任何延誤，及其對有關賬戶未能、無能力履行有關責任，本銀行毋須為此負責或為存戶因此而蒙受的損失或支出負責。尤其是，若本銀行的辦事處或代本銀行存放資金的本銀行代理行或代理人無法向本銀行作出付款的情況下，本銀行毋須為此對存戶負責。

E部份

自動櫃員機服務

- E1.1 凡年滿18歲或以上的客戶均有資格申請本銀行發出的提存卡（“提存卡”）。本部份載列的規定與本協議的其他條款適用於客戶對提存卡的使用。
- E1.2 提存卡供客戶使用由本銀行、銀聯通寶有限公司（“銀通”）任何其他成員銀行（“成員銀行”）或任何其他適用的自動櫃員機網絡（統稱“櫃員機”）裝置或擁有的自動櫃員機而簽發。
- E1.3 提存卡是本銀行的財物，並須按要求立即歸還本銀行，不論本銀行是否事先給予通知或說明原因。
- E1.4 客戶收到提存卡時，必須立即簽署認收書，並將認收書交回本銀行，或以本銀行不時接受的方式認收提存卡。本銀行收到認收書後會將私人密碼（“私人密碼”）發給客戶。本銀行向客戶發出及送交提存卡和私人密碼的風險概由客戶自行承擔。
- E1.5 由任何一位聯名賬戶持有人簽署操作的聯名賬戶，每位賬戶持有人將各自獲發給一張提存卡；在此情況下，全體聯名賬戶持有人均須對使用該（等）提存卡涉及的所有交易共同和各別地負責，而本協議的條款和條件亦對每位此等客戶有連帶約束力。若聯名賬戶只可由超過一位賬戶持有人簽署操作，此等賬戶持有人將無資格申請簽發提存卡。
- E1.6 提存卡不可轉讓，只供客戶本人使用。客戶須採取一切合理措施妥善保管提存卡，不得將私人密碼洩露，以防止欺詐或濫用；特別是，客戶應：
- (a) 銷毀私人密碼的印刷原件；
 - (b) 不讓他人使用提存卡及 / 或私人密碼；
 - (c) 不將私人密碼寫在提存卡上或其他通常與提存卡一併存放的物件上；
 - (d) 不將未經隱飾的私人密碼書寫或記錄下來；
 - (e) 採取其他合理措施妥善保管提存卡，不得洩露私人密碼，以防止欺詐或濫用；
 - (f) 按照本部份載述的程序報告提存卡遺失或被竊或私人密碼被濫用的情況。
- 客戶如欺詐行事或嚴重疏忽，一切損失概由其本人承擔。客戶如未有按照上述安全措施即屬嚴重疏忽。
- E1.7 客戶的賬戶有足夠資金時，才可在櫃員機使用提存卡提款或轉賬；若沒有足夠資金而進行提款或轉賬，客戶須立即應要求向本銀行償還透支款項或超額轉賬款項，而本銀行有權對此按本銀行就備有儲備金的透支賬戶不時確定的息率計收利息。本協議並無任何條款可解釋為本銀行有義務允許任何賬戶進行透支或超額轉賬。在正常的銀行營業時間以外進行櫃員機轉賬，未必可以在轉賬的同一日過賬記入有關賬戶。
- E1.8 若使用提存卡進行現金及 / 或支票存款（如有提供此項服務），下列規定即適用：
- (a) 只可存入港幣現金及 / 或支票，且只可使用本銀行安裝或擁有的、有存款功能的櫃員機；
 - (b) 存入的現金和 / 或支票只在本銀行核實（未必可以在存入同日核實）後才視作已為本銀行收訖及記入客戶的賬戶；
 - (c) 在存入時由櫃員機發出的通知單（如有）只表明客戶存款的意圖，對本銀行沒有任何約束力；
 - (d) 存入的支票只屬託收，在支票兌付之前，支票款項不能提取或轉賬；及
 - (e) 不接受輔幣存款。
- E1.9 涉及貨幣兌換的交易，本銀行有權自行絕對酌情按其認為適當的方式和其確定的匯率進行兌換，而無須客戶同意或通知客戶。
- E1.10 客戶謹此不可撤銷地授權本銀行從其（各）賬戶扣除（無須事先通知客戶）涉及使用提存卡的提款、轉賬及 / 或其他交易的款項，不論客戶對有關交易是否知悉或作出授權。
- E1.11 本銀行、其他成員銀行、銀通及 / 或任何其他機構就使用櫃員機進行的交易所保存的記錄在任何方面均對客戶有約束力。
- E1.12 客戶可使用提存卡為其往來賬戶申請支票簿，其效力與客戶向本銀行提交填妥妥當的支票簿申請表相同。
- E1.13 若客戶不再使用櫃員機服務或結束賬戶，提存卡必須交回本銀行註銷。

- E1.14 若客戶發現其提存卡遺失或被竊或其私人密碼已外洩，客戶應在合理可行情況下盡快以本銀行指定的電話熱線通知本銀行，並隨即以書面確認。若客戶未能遵從上述程序或上述電話通知未能滿意地確定客戶身份或如客戶使用其提存卡時欺詐行事或嚴重疏忽，客戶須對任何人使用提存卡進行的所有交易負全責，不論客戶對有關交易是否知悉或作出正式授權。
- E1.15 若補發提存卡，本銀行有權收取費用，並從客戶的賬戶扣除有關費用。無論以何種原因選擇新私人密碼及 / 或補發提存卡，均不得解釋為訂立新合約。
- E1.16 客戶同意本銀行可在其認為必需或適當時，向：
- (a) 其任何辦事處及分支機構；
 - (b) 其任何母公司、附屬公司、聯屬公司或聯營公司；
 - (c) 以其僱員或代理人或其他身份根據其授權行事的任何人；
 - (d) 任何成員銀行及銀通；及
 - (e) 任何其他人士或機構披露因使用提存卡和櫃員機而關於客戶(各)賬戶的資料或與此有關的資料，而無須客戶同意或通知客戶。
- E1.17 本銀行有權隨時自行絕對酌情對使用提存卡的款額或其他方面設定上限，拒絕接受客戶的任何櫃員機指示及要求歸還提存卡。
- E1.18 若因提存卡或任何櫃員機（不論是否由本銀行、任何其他成員銀行或任何其他機構安裝或擁有）失效或操作故障而直接或間接產生的損失，本銀行概無須承擔任何責任。本銀行所負的責任（如有），只限於錯誤扣記客戶賬戶的款項及其應計利息。
- E1.19 本銀行有權絕對酌定對提存卡的使用收取費用，有關費用由本銀行不時確定，並以本銀行認為適當的方式向客戶公佈，即使本銀行或客戶提早註銷提存卡，有關費用均不會發還。客戶特此同意及授權本銀行不時從其賬戶扣除此項費用。
- E1.20 在本銀行或其任何代表就註銷或取消提存卡發出通知後，提存卡即自動失效。
- E1.21 本銀行就使用提存卡涉及的提款、轉賬及 / 或其他交易的記錄，在各方面均屬決定性證據，對客戶有約束力，除非證明並非如此。

F 部份

投資及託管服務

第一節

一般條款

投資及託管服務條款

F1.1 本銀行可應你的要求隨時同意與你訂立交易，或代你買賣、持有或以其他方式處置投資。若你要求本銀行提供此等服務，本F部份的規定將適用如下：

- (a) 本部份第二節（第三節除外）將適用於你的所有投資交易，而該節所指的“交易”應被解釋為受該節範圍的交易；
- (b) 本部份第三節（第二節除外）將適用於你的所有外匯買賣及保本存款交易及本銀行指明受第三節規範的其他交易，而該節所指的“交易”應被解釋為受該節範圍的交易；
- (c) 本部份第四節將適用於託管服務及代你保管投資的規定。

為免誤解，特別指明受本部份第三節規範的其他交易，包括但不限於外匯買賣交易（包括證券及期貨條例下的“槓桿式外匯交易”）及保本存款交易（不論有關交易是否以保證金賬戶進行）及本銀行不時指明的其他交易將不受本部份第二節的條款和條件所規範。

F1.2 你應參照及細閱風險披露聲明，該聲明受本協議所規定，並是本協議的組成部份。

指示

F2.1 在你與本銀行訂立受本部份規範的交易或該交易仍未完成的各日，你聲明、保證及確認：

- (a) （對個人賬戶、聯名賬戶和合夥經營賬戶）你是最終就此等交易負責發出指示的人或個體（法律上或其他方面），及你是享有此等交易的商業或經濟風險的人。
- (b) （對信託賬戶）你有必要的權力及權限發出每一交易的指示，而此項權力和權限是無條件的，且並未被撤銷，及對該等交易享有或承擔商業或經濟利益或風險的唯一人士是開立賬戶文件中列名的或不時書面通知本銀行的信託賬戶的受益人。

你承諾在上述聲明因情況轉變或其他原因而為或成為不真確時會立即以書面通知本銀行。

提供身份資料

F3.1 你須按本銀行要求立即並於兩個工作日內（或本銀行指明的其他時限）向本銀行及/或監管機構提供與賬戶最終實益擁有人及/或最終就任何交易或賬戶內投資的任何處理負責發出的人的資料（包括但不限於身份詳情、職業、聯絡詳情及/或如屬公司機構、業務架構、股權及其他資料）。

F3.2 如你為綜合投資計劃、全權管理賬戶或信託而操作賬戶或執行任何交易，你須

- (a) 按本銀行要求立即並於兩個工作日內（或本銀行指明的其他時限）向本銀行及/或監管機構提供該等計劃、賬戶或信託之名稱、地址及聯絡詳情及（如適用）該等以該等計劃、賬戶或信託之名義最終向你發出指示執行交易的人士之身份、地址、職業或業務架構及聯絡詳情及
- (b) 當你處理賬戶或以該等計劃、賬戶或信託之名義投資的酌情或權力被取消、撤銷或終止時，在切實可行下盡快通知銀行。如遇該等情況，你須按本銀行要求立即並於本銀行指明的時限內向本銀行及/或監管機構提供該等發出取消指示或撤銷或終止通知人士之身份、地址、職業及聯絡詳情。

F3.3 若你並不知道上述第F3.1及F3.2條的資料，你聲明、保證及確認：

- (a) 你已作出安排致使你能應本銀行的要求在兩個營業日內（或本銀行指定的其他較長或較短的期限內）取得並向本銀行提供本銀行要求的所有該等資料；
- (b) 你須立即按銀行要求立即並於兩個工作日內（或本銀行指明的其他較長或較短的時限）向任何有關第三者取得，並向本銀行及/或監管機構提供該等資料；及
- (c) 本銀行可在本銀行及/或監管機構等候收取該等資料其間，或如未能於兩個工作日內或本銀行指明的其他較長或較短的時限內取得該等資料，本銀行可隨時以其絕對的酌情權停止作為（就算該拒絕會導致損失）或執行你的任何指示及/或暫停或終止任何執行中的交易或你的賬戶的運作。

F3.4 第F3.1至F3.4條在你終止與本銀行的關係後然生效。

更改資料之通知

- F4.1 你承諾就與本部份有關的以下資料有重大變動，會通知本銀行，而本銀行亦承諾會就與本部份有關的以下資料重大變動通知你：有關人士的姓名及地址，就本銀行而言，以下提供的服務、該等服務的酬金和其根據證券及期貨條例之註冊身份。

投資的處理

- F5.1 你確認及同意，本銀行可以：

- (a) 處置；或
- (b) 由本銀行任何有聯繫實體進行處理，

本銀行或其代名人 / 有聯繫實體為你的利益收到或持有的任何投資，以清償你或你的代表欠下以下各方面的任何債務：

- (a) 本銀行；
- (b) 本銀行的有聯繫實體；及
- (c) 任何第三方。

就本條而言，“有聯繫實體”具有證券及期貨條例（香港法例第 571 章）中列明的相同含義。

產品說明書及發售文件

- F6.1 本銀行須應要求，向你提供與為本部份訂立並受其規範的交易有關的產品說明書及招售章程或其他發售文件。

註冊身份

- F7.1 本銀行根據銀行業務例註冊為一家認可機構，又根據證券及期貨條例（香港法例第 571 章）註冊為一定註冊機構，可從事第 1 類（證券交易）、第 4 類（就證券提供意見）和第 6 類（就機構融資提供意見）受規管的業務。其 C E 編號 A A L 4 8 3，現時的註冊地址為：

澳新銀行集團有限公司(香港分行)
香港中環康樂廣場8號交易廣場三期22樓

第二節

投資服務

指示

- F8.1 除本協議另有規定外，本銀行只須根據你(包括你的授權簽署人或受權人)的指示持有、處理或以其他方式投資。

財務結算

- F9.1 因投資交易和托管而產生的所有財務結算須以伙指定的賬戶（“指定賬戶”）進行結算，此賬戶須是你以本協議各方同意的該種貨幣在本銀行開設的現有賬戶或將開立的新賬戶，而投資產生之所有利息、股息、其他款項、收益和分派亦須存入指定戶口。
- F9.2 本銀行在執行本協議所述任務交易前，有權從指定賬戶扣除該交易的全數款額或估計款額（包括但不限於應支付本銀行或任何其他人士的任何費用、收費、稅項、徵費或任何佣金或其他費用），而本銀行在收到你存入的足夠款項之前（計及可能發生的匯率波動），本銀行沒有責任或義務執行任何指示或交易。
- F9.3 你應收到的任何款項，在本銀行收到有關款項時即會記入指定賬戶，或所收款項為不同貨幣者，本銀行會按本銀行當時通用的匯率將該項兌換成指定賬戶所採用的貨幣，並計及因預扣稅而必需進行的扣減（如有）後，記入指定賬戶。

交易單據和確認書

- F10.1 本銀行與你的賬戶或為你的賬戶進行一項交易後，將在可行情況下盡快將交易單據、合約單據或交易確認書送給你。本銀行提供的此等交易單據，合約單據或確認書只作記錄之用。客戶發出或授權發出的指示，一經本銀行接受，即以發出或授權發出的時候（而非有關交易單據或確認書發出的時間）為接受指示的時間。

- F10.2 你收到任何交易單據、合約單據或確認書時須立即核對；若你在訂立交易後7天內仍未收到此等交易單據、合約單據或確認書，你須立即通知本銀行，並要求一份副本。除非你在此交易單據、合約單據或確認書日期起90天內，通知本銀行任何錯誤，本銀行的紀錄即被視為正確，並對你有約束力（但本銀行有權調整其錯誤作出的任何賬戶登錄或交易單據、合約單據或確認書資料，而本銀行可隨時行使此項權利）。
- F10.3 若你進行獲此等交易單據、合約單據或確認書上記錄的交易或通過行為為採納此等交易，則此等已記錄的交易對你而言是屬於確定性的，而不論提出異議的有關期限是否已屆滿。

本銀行的權限

- F11.1 本銀行特此獲得授權（但沒有責任）依其單獨酌情權決定由本銀行本身或通過其代名公司（“代名人”）或其代理人行使下述權力並以下列方式行事，而毋須事先向你徵詢或通知：
- (a) 執行此等條款項下有關交易及職能的所有事項，以遵守所有有關法律和規例，包括但不限於現時或此後適用於或制約本銀行其代名人或代理人的、在執行交易的地點或市場的任何監管機構的組織章程、規則、規例、附例、指引和守則（不論是否強制性）；
 - (b) 遵從現時或此後生效的任何法律、規例或法令的規定，而此等規定是規限或旨在規限任何投資持有人就此等投資的付款、分派或其他應支付款項所應當採取或不應當採取任何行動；
 - (c) 在提供本協議下任務任何服務時使用本銀行所選擇的任何代理人的服務以及向此等代理人授予本銀行在本協議項下任何權力。本銀行對此等代理人的作為和不作為或對在選用、委任或授權此等代理人時你或任何其他人士所承受的任何損失或損害，概毋須承擔任何責任；
 - (d) 要求支付、收集和收取投資的和與此有關的所有利息、股息、款項或其他分派，以提供依本銀行絕對酌情要求提供的賠償保證；
 - (e) 在投資到期日或到期前被贖回時收到應支付的款項或在交換投資時收到交付的其他投資後即交繳任何有關投資；
 - (f) 若任何投資款項應以不止一種貨幣支付，在法律允許及本銀行絕對酌情決定下，以該種貨幣收取有關投資；
 - (g) 若任何投資款項應以任何貨幣支付，以本銀行或其代理人（視情況而定）當時通用的匯率將該等貨幣兌換成賬戶所採的貨幣，並按法律規定作出必需的預扣或扣減。
 - (h) 向設於任何司法管轄區的任何監管機構提供與本協議和投資有關的任何資料，包括本銀行或其法律顧問認為依法或按照本銀行須或預期須遵守的規則須提供的投資實益擁有人的姓名 / 名稱和有關證券的任何資料和文件；
 - (i) 按本銀行絕對酌情認為適當的任何方法或方式和條款代你出售、執行或交換任何投資；
 - (j) 將投資與其他客戶的財產集合在一起；
 - (k) 將你持有零碎證券與其他客戶的證券併合在一起，以符合資格取得證券特定數量單位所享有的權利，並依本銀行的單獨酌情權決定收取、要求收取、取得、持有和出售因併合而應累計的任何股票或權利；
 - (l) 在受限於第F30.6條的情況下，購買額外證券或出售零碎證券，以符合資格取得證券可享有的任何權行、期權或分派或以取得與此有關的最大得益；
 - (m) 以暫准或臨時形式的證券交換確定形式的證券，以及（如適用者）向為進行無紙化交易而設立的中央託管系統或其他類似系統交付實物證明；
 - (n) 依本銀行的單獨酌情權決定為本銀行本身行益而收取、要求提供、取得、持有、出售或處置因持有證券而應累積的零碎份；
 - (o) 向你收取上述任何服務的總計佣金（包括代理人收取的金），為此本銀行在選用代理人時須小心謹慎行事，但除此之外，本銀行對有關代理人的行為或不作為或對在使用、委任或授權代理人時你承受的任何損失或損害概不須負責任何責任；
 - (p) （如屬無紙化證券）通過你在進行無紙化交易的任何中央託管系統或其他類此系統開設的賬戶或分賬戶進行證券買賣或轉讓；
 - (q) 採取本銀行認為適當的任何行動，包括但不限於簽署任何聲明書或所有權證書或其他文件和拆分股票可銷售的單位，以促成股份及股票的交付；
 - (r) 為不同類別的投資訂定本銀行認為適當的不同的每日交易限額，而毋需事先通知；及 / 或

- (s) 有權在你指定的賬戶撤銷任何牽涉本銀行的錯誤，或因次托管人的指令而進行而該指令於後期作過修正或撤銷的交易。

F11.2 茲又明確同意下列情形下本銀行沒有義務執行你的指示：

- (a) 若本銀行由於按照其在本協議下的權力進行投資的某些其他交易而無法執行你的指示；或
- (b) 若遇非本銀行所能控的原因或成因，包括任何命令、法例、規例、指令、徵費、稅項、禁運、延誤償付、外匯管制、或政府或其他機構的任何其他行為或威脅（法律上或事實上）、任何天災、干擾、公共服務失效、數據傳送或通訊或電腦設施失效或失靈或本銀行為執行你的指示所需的任何設備或供應品或物料不繼；或
- (c) 若（若本銀行真誠地認為）有不執行此指示的理由。

非排他性

F12.1 本銀行和代名人為你提供的服務是不排他的，而本銀行及 / 或代名人獲得允許其絕對的情權為本銀行及 / 或代名人認為適當的其他人士提供此等服務，但本銀行或代名人不會為此而須承擔任何義務：

- (a) 就本銀行及 / 或代名人向其他人士提供此等服務所取得的利益而向你交代；或
- (b) 向你披露在為其他人士提供此等服務或以其他身分經營其業務的過程中或以履行其在此等條款項下責任以外任何方式由本銀行及 / 或代名人或其任何人員所知悉的任何事實或事情。

F12.2 此外，本銀行及 / 或代名人可將你的指令與其本身、聯絡公司和其有關連的人士買賣指令及其他客戶的買賣指令併合一起。你同意接受上述買賣指令的併合有時候可能會使本銀行以較個別執行有關指令為有利或不利的價格執行有關交易。

投資資料

F13.1 本銀行可通過其指定的分支機構或其代理人隨時向你提供有關投資的報告、分析或其他材料和資料。你完全明白及同意：

- (a) 提供給你的此等報告、分析或其他材料和資料須嚴格限於供你使用，並不須構成要約你購買此等投資項目，也不構成任何投資項目而言向你提供任何投資建議；
- (b) 除按上文第F6.1條的規定外，本銀行沒有義務向你提供任何報告、分析或其他材料和資料或建議或推薦，而你的所有投資均須全部按你本身判斷酌情決定作出，不論本銀行是否已向你提供此等材料、資料或建議；
- (c) 若本銀行提供此等報告、分析或其他材料和資料或任何建議或推薦，其提供並非屬於一項規定的服務，本銀行亦非以顧問身分提供，而信賴此等資料所產生的風險概由你獨自承擔；及
- (d) 本銀行對此等報告、分析或其他材料和資料的準確性和完整性不負任何責任，也不對你收到此等報告、分析或其他材料和資料後進行投資的表現或結果以及不對本銀行任何僱員或代理人所提供的建議或推薦負任何責任，不論此等報告、分析或其他材料和資料是否你的要求而提供。因此，由於你訂立的投資交易所涉及的風險和所招致的損失概由你獨自承擔。

F13.2 若你欲就提供的此等材料或資料提供任何問題或索取其他資料，你可逕向本銀行提出有關問題。本銀行將會盡一切合理努力向有關的合適基金代表或機構提出此等問題，並要求其作答。

F13.3 你確認及同意你將會對任何投資交易作出獨立的分析和決定。

佣金、軟佣金和回扣

F14.1 你同意本銀行可按所報的單一價格或費率（包括將從此價格或費率扣除的本銀行或代理人收取的部分費用、收費或佣金，此等費用、收費或佣金將於該等價格或費率中扣除）為你買賣任何投資項目或進行相關交易。此外，本銀行和代理人有權並獲得授權為本銀行或代理人獨自利益，收取交易的任何參與人士的任何軟佣金、現金或金錢回扣、補貼或利益作為本銀行或代理人本身的補償，而毋須向你作出事先或任何披露，但前提條件是這樣做必須遵守和受限於有關司法管轄區的任何適用法律及 / 或規例。

F14.2 你可隨時向本銀行索取本銀行關於投資交易的現行佣金一覽表。

本銀行的角色

- F15.1 在不抵觸 A 部份關於“本銀行的多重角色”的規定下，本銀行可以是任何投資的發行人或擔任任何投資發行人的代理人，或在有關投資或資產中持有倉盤或進行買賣，也可以作為主事人買賣投資或以主事人身份參與任何交易，因此可以以不同價位買賣投資或投資項目的相關資產，並從中為其本身賺取利潤。在上述任何情況下，本銀行毋須就本銀行、本銀行的其他分支機構或與其他有關連的公司從任何等交易或其他有關連交易中所賺取或收取的任何此等權利、費用或報酬而向你作出交代或具體披露。你同意，除在任何交易單據、確認書或成交單據中另有明確載明外，本銀行，在各方面均被視為你的代理人，而你與本銀行、其代理人或代名人之間的關係將分別是委託人與代理人的關係；但這並不阻止或限制本銀行同時出任你所購買的投資的發行人或任何其他人士的代理人。
- F15.2 本銀行或其任何僱員、代理人或代名人在出任你所購買的投資的發行人或其他人士的代理人或以其他身份或以其他方式在按本協議為你提供服務時在其業務經營的過程中獲得通知或所知悉的任何事實或事項，本銀行不得視作因此而受任何影響，也沒有任何義務向你披露。
- F15.3 就你的指令或賬戶中所持有的投資，或不時就賬戶進行的買入、賣出或其他交易，本銀行或其代理人、代名人或聯屬公司可能會處於類同或相反的位置，本銀行或其代理人、代名人或聯屬公司亦可能代其客戶就該等投資進行買入、賣出或其他交易。

孖展買賣

- F16.1 本銀行可隨時酌情決定允許你在未全數繳付所需資金之前使用本 E 部分所述的投資服務，以購買或認購本銀行不時確定合適的特定類別的投資，但前提條件是你必須向本銀行存放足夠的保證金以及遵守本協議及 / 或本銀行不時亭定的其他規定。若你接受本銀行所允許的此等保證金交易，即表明你同意遵守從下述條款：
- 謹此將保證金賬戶和所有保證金押記予本銀行，並授權本銀行可凍結保證金賬戶，並可隨時將該賬戶內所有款項用於抵銷債務，不論此等債務以何種貨幣作為計算單位。除本銀行可享有的其他權利和補救外，你還同意你會應本銀行的要求提供額外保證金，並同樣地將所有保證金押記予本銀行。本銀行有權將所有保證金存放於任何分支機構，而此等保證金將不會計付任何利息；
 - 在向本銀行提供付本銀行滿意的足夠保證金之前，本銀行沒有義務就投資執行任何指示；
 - 須經常存入及維持本銀行所不時確定的保證金數額。所需的保證金額不得少於（但可能超過）你的未平倉合約和交付義務所適用的法律、規則和規例訂明的數額，並可能須因應市值的轉變而補加保證金。若本銀行確定需要存入額外保證金，你同意會應要求將此等保證金存放於銀行，但本銀行可隨時進行本條(f)段所述事項，而不論是否提出額外保證金的要求。本銀行可單獨隨時酌情決定經通知你（可口頭作出）後即變更保證金要求。本銀行就特定交易的保證金借貸條件和催收保證金的政策，將於進行交易前通知你。任何先前確定的保證金數額均不可作為先例；
 - 你須根據本銀行絕對酌情決定及不時通知你的利率（在判決之前和之後）和其他條款對所有逾期未付的款額（包括法庭判定你所欠的債項所引起的利息）支付利息。
 - 你不得對保證金賬戶進行出售、給予任何選擇權或以其他方式予以處置，亦不得授予、設定或允許設定任何按揭、質押、留置權、轉讓、抵押、產權負擔或其他抵押權益；及
 - 本銀行在下列情況下：(1) 本銀行基於保證金要求或其他方面而單獨酌情決定需要保證本銀行；或(2) 你提出或被提出破產或清盤申請；或(3) 任何賬戶被實施任何扣押；或(4) 你死亡或被宣告喪失行為能力，本銀行即有權在毋須徵得你的同意下：
 - 運用本銀行保管或支配的，屬於你任何性質的任何財產（包括於本銀行任何分支機構和 / 或附屬機構的財產）來清償你欠下本銀行任何債務（不論是直接或作為擔保或保證而產生的）；及
 - 以本銀行單獨酌情確定的方式結束你的任何賬戶，出售任何或所有投資，平掉及變現任何未執行的指令（不論是否有損失），而你須對所有損失負責任，且無須提出進一步的保證金或額外保證金要求，也無須通知你，而因此而產生的風險由你獨自承擔。本銀行或你對該賬戶或部份進行套現後該賬戶仍有任何短欠的數額，你須隨時對此負責任。若依據上述授權變現所得數額不足以支付你欠下本銀行的所有債務，你須應要求立即償付不足之數以及其相關利息和一切本銀行追討債務時合理地產生的費用（包括按十足彌償基準的法律費用）。你承認保證金的要求數額只為保障本銀行，而本銀行在沒有疏忽、蓄意違約或欺詐的情況下將毋須對其決定不平掉或變現任何倉盤或對其作出有關決的方式而致使你招致的任何損失承擔任何責任。

一般規定

- F17.1 本銀行和其現時的高級人員及經理人員謹此不可撤銷地接受委任作為你的代理人（並隨時就此等條款項下每一及所有目的具有替代權），有權就此部份目的以你的名義代你或其他方式簽署和簽立所有文件以及履行所有事項。
- F17.2 本銀行獲得授權將其持有的關於你的賬戶（包括指定賬戶）、其任何分賬戶、獲得的資產和投資及託管服務的資料披露予本銀行就履行投資和託管服務而委任的任何其他人士。
- F17.3 你確認本銀行及/或其他客戶可能在投資中持倉或已購入或售出此等投資，並確認本銀行可為其他客戶買賣此等投資，並可酌情決定與因此而另外收取佣金的本銀行的任何聯屬公司進行交易，同時又確認本銀行可能與本銀行持有其投資的或為你買賣其投資的有關公司維持銀行業務、顧問或任何其他公司的關係，而本銀行的董事亦可能兼任該等公司的董事。
- F17.4 你聲明及承諾，若你指示本銀行出售投資，你將是此等投資的合法所有人，並有能力交付此等投資（以及按需要交付的確實數量所代表的此等投資的證書（如有））。若由於本銀行因你違反此一承諾而無法出售或交付或及時出售或交付該等投資，你須向本銀行作出彌償因此而招致的任何損失、損害賠償、申索或責任、使本銀行免受任何損失。
- F17.5 你向本銀行保證所有投資均已全數繳足，而你已取得所有必要的同意以及採取所有必然行動，以授權予你訂立本協議以及履行你在此等條款項下的義務。

第三節

外匯買賣及其他交易

範圍

- F18.1 本銀行（透過其香港分行及/或本銀行不時指定的其他分支機構）可不時與你訂立受本協議本節規範或本協議本節列明的一項或不止一項外匯買賣或其他交易（包括保本存款交易）。

確認書

- F19.1 每一交易之專有條款須由本銀行與你為確認此等交易之條款而互相傳遞或其他有效模式聯繫的文件及其他確證明（包括任何電子證明）（各稱“確認書”）引證。
- F19.2 每份確認書將屬於本協議的補充文件，並成為其組成部份，即本協議和確認書將構成雙方所訂立的一份單一協議。倘本節的條款與任何確認書條款之間有任何不一致之處，就有關交易而言，概以該確認書為準。
- F19.3 若本銀行按本協議的規定送出確認書，你須速對該確認書作出回應，表明該確認書是否有錯誤，以及如何更正錯誤（如有），以使該確認書正確反映該確認書所述雙方就有關交易所達成的協議。若你未能於三個銀行營業日或本銀行不時確定之其他期限內作出回應，則該確認書沒有明顯錯誤的情況下構成你已承認該確認書正確反映了雙方對本協議所述有關交易的條款私協議。
- F19.4 為清楚起見，未能就交易達成確認書並不影響該交易或令該交易失效。
- F19.5 1998年外匯和貨幣期權定義條款書(1998 FX and Currency Option Definitions)（由國際掉期及衍生工具協會、Emerging Markets Traders Association 和The Foreign Exchange Committee出版）所載列的定義和條款及其不時修改、修訂、補充或替代的條文（“外匯和貨幣定義”）須納入在有關確認書中列明為外匯交易(FX Transaction)或貨幣期權交易(Currency Option Transaction)的任何交易中。外匯和貨幣定義第B6.2段列明的干擾的不履行事件(Disruption Fallbacks)將適用於每項外匯交易(FX Transaction)和外幣期權交易(Currency Option Transaction)；而第B6.1(d)所述的干擾事件(disruption events)為此等交易的目的已被具體列明。若外匯和貨幣定義與確認書的條款有歧義，概以確認書的條款為準。

義務

- F20.1 每一方須依據本節的其他規定支付或交付每份確認書內具體列明應由該方應作的支付或交付。所有付款須以有關約定貨幣用即時可用的資金按本銀行不時確定的方法支付。
- F20.2 第F20.1條項下任何一方的每項義務的先決定條件是另一方並沒有發生及持續存在任何違約事件（定義見第F23條）或任何經發出通知或經過某段時間或兩者同時出現後即成為違約事件的事件（“潛在違約事件”）。
- F20.3 在不影響第F23條的情況下，任何根據本協議本節的欠款（包括但不限於任何第F23及F24條項下的欠款）並未在有關到期日前清償，該欠款將根據本銀行不時酌情決定的息率及其他條款收取利息。當清償是以交付形式進行時，有關交付須在到期日以前有關責任的慣例形式進行，除非在有關確認書或本協議的其他地方另有訂明。

F20.4 就每宗交易，本銀行履行義務促使該交易生效的先決條件是你及 / 或你的信貸支援提供者簽訂本銀行不時要求的信貸支援文件。本銀行有絕對權力行使酌情權就個別交易或交易放棄該等先決條件。

陳述及保證

F21.1 於本銀行與你訂立或尚未完成任何交易的每一日期，你陳述、保證及確認：

- (a) (若你是公司或機構) 你是一家根據註冊成立所有在地帶的司法管轄地區的法律妥為成立和有效存在的公司或機構 (若你是個體) 你是成年人，並神智正常；
- (b) 你具有法律行為能力及權力訂立每一交易及履行各交易的義務，及你及 / 或你的信貸支援提供者具有法律行為能力及權力訂立信貸支援文件及履行你在信貸支援文件下的義務 (如適用)；
- (c) 為訂立及履行各交易所必需的所有政府、監管機構和其他同意及授權均已取得，或將會在訂立交易時取得，並是或將會全面生效及有效的，而任何同意項下的一切條件均已或將會被遵從。
- (d) 你訂立交易以及履行交易下的義務並不違反或抵觸 (1) 對其適用的任何法律、規則、判令或法律管制或 (2) 對你本身或你的任何資產適用的任何法院或其他政府機構的命令或判決或 (3) 對你本身或你的任何資產有約束力或有影響的任何合約限制規定或 (4) 建構性文件 (如你屬公司或機構)；
- (e) 你訂立任何交易並不違反你受約束的任何合約或其他協議項下的任何義務，也不會違反或可能違反此等義務；
- (f) 其是以主人 (而非任何其他人士的代理人) 身份按各交易行事；
- (g) 你在各交易下的義務，一經訂立，即構成或將構成其合法、有效和有約束力的義務，並可根據其各自的條款予強制行駛 (但須受限對債權人的權利有影響的適用的破產、重組、無力償債、延緩償付或其他類似法律)，而對於強制執行能力亦須受限於一般適用的衡平法原則 (而不論是依衡平法的法律程序還是依普通法的法律程序提請實施強制執行)；
- (h) 你沒有被提出或被威脅提出在任何法庭、裁判處、政府組織、機構或認可或其他的介業人的任何普通法或衡平法案件、法律訴訟或其他法律程序，而若判決對你不利，可能會影響任何交易的合法性、有效性或強制執行能力或你履行任何有關交易下義務的能力；
- (i) 你訂立任何交易條件並沒有倚賴本銀行對其他作出的任何陳述；
- (j) 你提供予本銀行的所有資料 (不論是在你的賬戶開設日期之前或之後提供的) 當時均屬真實和準確，並會繼續如此；
- (k) 沒有發生及持續存在任何違約事件或潛在違約事件，而且你訂立任何交易及履行任何的義務不會發生任何事件或情況；及
- (l) 你無須就按第F20.1條款所支付的任何款項扣除或預扣任何稅項。

承諾

F22.1 如你委託代理人代表你簽署確認書，你承諾在本銀行提出要求時向本銀行提供關於訂立授權書的文件的副本，與及本銀行合理要求的任何其他資料。

F22.2 你承諾會應合理要求，在切實可行下盡快向本銀行送交令本銀行合理地滿意的關於你已就根據本協議本節的已訂立或將會訂立的交易尋求並獲取獨立的法律意見的證據。

F22.3 你承諾一旦知悉發生了任何跟你有關的違約的事件或潛在違約事件，即會通知本銀行。

F22.4 你承諾在完成交易時或在一旦可行的情況下盡快向本銀行提供令本銀行合理地滿意的關於代表你簽署與交易有關的文件 (包括任何確認書及 / 或信貸支援文件，如適用) 的人士的簽署權限證據。

F22.5 若你是公司或機構，你承諾向本銀行送交授權你進行交易並履行交易中的責任的董事會決議的核証副本。

違約事件及提前終止

F23.1 任何一方於任何時候若發生下述任何事件，即構成該方 (“違約方”) 的違約事件 (“違約事件”)：

- (a) 違約方沒有按時作出根據本節其應作出的支付或交付；或
- (b) 違約方或其信貸支援提供者沒有遵從或履行本協議或雙方所訂立的任何其他協議或文件的任何義務 (但不包括第F23.1(a) 條所載述的支付或交付義務或就本協議根據信貸支援文件須遵從或履行的義務)，而且在守約方 (定義見下) 將不遵從或不履行情況通知違約方起30天內仍沒有作出補救的；或

- (c) 違約方或其信貸支援提供者（若為個人）(1)死亡或，(2)根據本銀行的合理判斷變成沒有管理其事務的法律行為能力（不論是由於精神失常或任何其他原因）(3)成為無力償債或未能或無能力支付其到期項；(4)與其債權人或為其債權人利益達成償債安排或債務重組協議；(5)根據任何無力償債或破產或其他可影響債權人權利的法律而自動提出或被強制提出申請清盤的法律程序或(若為個人)被申請破產，而此項法律程序或呈請(A)導致破產或清盤命令的登記或(B)在提出或呈請之日30天內沒有被撤銷、解除、中止或制止(視情況而定)；(6)就其本身或其全部或幾乎全部資產尋求委任或被委任管理人、清盤人、接管人、受管人、受託人或其他類似人員；(7)促使發生任何事件或受制於任何事件，而根據任何司法管轄地區的適用法律此事件具有本款第(1)至(7)項(首尾包括在內)列明的任何事件的類似影響的；或(8)採取任何措施以推動或表明其同意批准或默許前述任何行為。
- (d) 違約方或其信貸支援提供者(若為公司或機構)(1)被解散(2)成為無力償債或未能或無能力支付或以書面概括地承認無能力支付其到期項(3)與其債權人或為其債權人利益達成償債安排或債務重組協議(4)根據任何無力償債或其他可影響債權人權利的法律而自動提出或被強制提出申請清盤的法律程序或被申請清盤，而此項法律程序或呈請(A)導致無力償債的判決、清盤命令或清盤命令的登記或(B)在提出或呈請之日30天內沒有被撤銷、解除、中止或制止(視情況而定)；(5)通過清盤、法定管理決議；(6)就其本身或其全部或幾乎全部資產尋求委任或被委任管理人、清盤人、接管人、受管人、受託人或其他類似人員；(7)在其全部或幾乎全部資產被抵押債權人取得所有權，或被實施扣押、執行、沒收、查封的30天內，抵押債權人保持所有權，或任何該等程序沒有被撤銷、解除、中止或制止(視情況而定)；(8)促使發生任何事件或受制於任何事件，而根據任何司法管轄地區的適用法律此事件具有本款第(1)至(8)項(首尾包括在內)列明的任何事件的類似影響的；或(9)採取任何措施以推動或表明其同意前述任何行為。

但倘若任何事件或情況本來會構成或導致產生第F23.1(a)或(b)條所述的違約事件，但亦同時構成第F24.1條所載列的非法或不可能執行事件，有關事件應被視作非法或不可能執行事件，而不構成違約事件。

F23.2 若本銀行通知你其有意終止所有未完成交易，此事件亦屬違約事件，而據此而言你屬違約方。

F23.3 下列事件亦構成違約事件，據此而言你屬違約方：

- (a) 你或你的信貸支援提供者按第F2.1或F21.1條向本銀行作出的任何陳述在作出或重複作出時屬不準確的；
- (b) 你或你的信貸支援提供者對任何借入款項的債務、任何場外衍生工具交易或提供的任何擔保或彌償保證的任何義務、在其原來到期日之前因違約而成為到期應支付，或在到期時沒有支付或履行；
- (c) 本銀行以單獨及絕對酌情權決定你或你的信貸支援提供者的信用重大地減低；
- (d) 因為訂立在一項交易的日期後引用任何適用法律或就其作出任何更改，或在該日期後在任何具資格的司法管轄區內的任何法院、裁判處或監管機構就任何適用法律的解釋作出任何更改，或在該日期後在任何通知、指引、通函或指示(以後統稱為“指示”)或就其作出任何更改，或由任何監管機構發出的銀行牌照就在有關管轄區的銀行活動或其他受管活動之條款或條件作出任何更改，致使本銀行履行交易的義務或符合本節目的任何重大條款成為不合法，或本銀行認為履行交易的義務或履行本節的任何重要條款會抵觸或違反任何指示或牌照；
- (e) 在訂立交易的日期後，基於非雙方所能控制的原因或成因，包括任何命令、法例、規例、指令、徵費、稅項、禁運、延緩償付、外匯管制、或政府或其他機構的任何其他行為或威脅（法律上或事實上）、任何天災、干擾、公共服務失效、數據傳送或通訊或電腦設施失效或失靈或任何設備或供應品或物不繼或任何的國家行為，使你在任何日期就該交易宗能作出或收取任何支付或交付；
- (f) 你或你的信貸支援提供者沒有遵從或履行任何協議或按照信貸支援文件應遵從或履行的義務；
- (g) 在未得本銀行書面同意下，任何與信貸支援文件有關的各交易的有關方未完成各交易的所有義務以前，任何信貸支援文件期滿、終止或就本協議而言不再全面生效及有效(各別情況按其條款發生者除外)；或
- (h) 你或你的信貸支援提供者廢棄、棄權、放棄或拒絕有關信貸支援文件之全部或部分，或質疑有關信貸支援文件之有效性。

F23.4 你未能履行第F3.1、F3.2及/或F3.3條的義務將構成違約事件，而據此而言你屬違約方。

F23.5 若任何違約方已及發生了而當時持續存在第F23.1、F23.2或F23.3條項下的違約事件，另一方（“守約方”）經書面通知違約方（如屬第F23.2條款訂明的違約事件，可構成第F23.2條所述的通知）後可終止：

- (a) （如發生第F23.1(a)、F23.1(b)或F23.3(a)條所載述的違約事件一項或不止一項或所有未完成的交易；
- (b) （如屬其他情況）所有未完成的交易，

在每種情況下，終止日期有關通知所列明的日期（該日期不能早於根據第A9.2條該通知認定為有效的日期）（“提前終止日期”）；若終止的並非所有未完成的交易，將會具體說明將予終止的有關交易。由提前終止日期起，雙方根據上文第F20.1條進一步支付或交付的義務即告終止，或（若終止的並非所有未完成的交易）對將予終止的該等交易的支付或支付義務即告終止，但在每種情況下均不損害本協議的其他規定。

F23.6 若已發生了及當時持續存在第F23.4條下的違約事件，本銀行無須通知你，即可依本銀行單獨及絕對酌情權決定終止一項或不止一項或所有未完成的交易，而在此情況下此項終止的日期即成為提前終止日期。由提前終止日期起，雙方根據上文第F20.1條進一步支付或交付的義務即告終止，或（若終止的並非所有未完成的交易）對將予終止的該等交易的支付或交付義務即告終止，但在每種情況下均不損害本協議的其他規定。

F23.7 本銀行將於提前於日期或在其後切實可行的合理時間計算因提前終止有關被終止交易而導致其發生的淨損失或淨收益；並確定有關或收益後在切實石行情況下盡早向你提交報告，以合理詳盡的篇幅說明此等淨損失或淨收益金額（“提前終止金額”）。本銀行為確定其淨損失或淨收益，可將任何金額由一重貨幣換算為另一重貨幣，並可計及任何議價損失、融資成本、為終止式再建立對沖盤或相關買賣盤所產生的損失或費用或其任何一項所帶來的收益，亦須計算任何一方在提前終止日期前成為到期應支付（或（如沒有第F20.2條的規定）將會成為到期應支付）的任何款項。

F23.8 若提前終止金額為本銀行的淨損失（例如淨額價內盤），你將於收到提前終止金額的通知後首個銀行營業日向本銀行支付提前終止金額。若提前終止金額為本銀行的淨收益（例如淨賣價外盤），本銀行將向你支付提前終止金額。

“銀行營業日”是指香港或本銀行不時指定的其他有關司法管轄地區的商業銀行開門營業（包括外匯及貨幣存款的交易）的日子。

非法或不可能執行事件

F24.1 若及發生任何事件或情況而基於任何原因，包括由於（a）天災或人為災禍；（b）戰事行為、叛亂、恐怖活動或民眾騷亂；或（c）政府行為或第F26.2條界限的指定分支機構的司法管轄區或置於其中的任何設施（不論是法律上或事實上）或非一方所能控制的其他情況，使任何一方在履行任何交易項下絕對或有的支付或交付義務或在其他方面履行本節或雙方所訂立的任何其他協議時成為不可能（因其本身失當行為所引致的除外）或不合法（此事件被稱為“非法或不可能執行事件”）。則本銀行經發出通知後即可終止受此非法或不可能執行事件影響的所有未完成交易；在此等情況下，雙方根據第F20.1條進一步支令或交付的義務即告終止（但不損害本協議的其他規定），第F23.7及F23.8條的規定將適用於確定提前金額，如同逐一方已及發生了違約事件，而不論有關非法或不可執行事件是否持續。

抵銷

F25.1 任何一方除依本協議或法律或在其他方面享有抵銷權外，本銀行還有權（但沒有義務）將你的任何債務（定義如下所述）與本銀行的任何債務互相抵銷。為此，本銀行可按適當的市場匯價將任何債務算換為按另重貨幣計的債務。一方的“債務”是指逐方欠負另一方的任何到期或未到的，或有或其他性質的義務，不論是否根據本協議而產生的。

F25.2 若果一債務未能確定，本銀行可估計債務的金額，並根據估計的金額作出抵銷，但當債務得以確定後，有關一方須向另一方作出抵償。

F25.3 本銀行若行使任何根據第F25條的權行，須在其後切實可行的合理時間盡快對你作出通知。

銀行作為多間分支機構的一方

F26.1 本銀行可遵通過其不時在有關確認書的任何辦事處或分支機構根據交易支付或交付及接受支付或交付。

F26.2 任何交易項下支付的義務屬按第F26.1條具體列明的分支機構（“指定分支機構”）的義務。倘若本銀行因非法或不可執行事件而未能通過指定分支機構履行此等義務，此等義務將不會在其總行或該指定分支機構所有司法管轄地區以外的其他任何分支機構獲得支付或供收取。在此情況下，你對本銀行的總行或該指定分支機構訴訟權，以追償任何損失、損害賠償或其他因任何此等訴訟或可能訴訟而產生的後果。

本銀行與你的關係

F27.1 在本銀行與你未有訂有書面協議就該交易明確規定與以下相反的確實義務的情形下，在每一你與本銀行訂立任何交易之日，你陳述、保證及確認：

- (a) 你是為本身利益行事；你訂立該交易，是根據本身獨立的決定，並以本身獨立的決定各判斷衡量該交易是否適當或妥當，如你認為有此需要，亦會根據有關顧問的意見作出上述決定和判斷。你不會倚賴本銀行的書面或口頭通訊作為投資意見或訂立該交易的建議；你亦明白有關任何交易條款和條件的資料和解釋不得視作投資意見或訂立該交易的建議，而從本銀行收到的任何書面或口頭的通訊亦不得視為對該交易預期表現的保證或擔保；
- (b) 你有能力評估交易的優點（你本人或透過獨立專業意見），明白該交易的性質，以及你明白和接受每一項交易的條款、條件和風險，亦有能力承擔及承擔該交易的風險；
- (c) 本銀行在任何交易上並非擔任你的受信人或顧問；
- (d) 雙方就終止交易或限制交易風險所作的討論及 / 或本銀行根據市場情況所提供的指示性估值、財務分析或其他估值或風險聲明（1）只基於本銀行作為金融服務提供者的業務和經驗而作出；（2）本銀行只負責有真誠行事的責任，除此之外，不負有任何其他責任；以及（3）不構成對任何交易的財務表現的擔保或保證，不構成對終止交易或限制交易風險的承諾；每一方亦明白本銀行只須承擔本協議下的責任、負債或義務或就任何交易而言經其正式授權的高級人員簽署的書面文件明確表明責任、負債或義務；及
- (e) 如你並非以有關市場的交易商或市場專業投資者身份行事，每一交易是按照你的核准政策而定立的，目的是為你的資產、負債及 / 或投資進行對沖或管理或依照你的某項業務經營（而非為投機）執行的。
- (f) 你明白就你的指令或賬戶中所持有的投資，或不時就賬戶進行的買入、賣出或其他交易，本銀行或其代理人、代名人或聯屬公司可能會處於類同或相反的位置，本銀行或其代理人、代名人或聯屬公司亦可能代其客戶就該等投資進行買入、賣出或其他交易

孖展買賣

F28.1 本銀行可隨時酌情決定允許你在未全數繳付所需資金之前使用本F部分所述的投資服務，以購買或認購本銀行不時確定合適的特定類別的投資，但前提條件是你必須向本銀行存放足夠的保證金以及遵守本協議及 / 或本銀行不時釐定的其他規定。若你接受本銀行所允許的此等保證金交易，即表明你同意遵守從下述條款：

- (a) 謹此將保證金賬戶和所有保證金押記予本銀行，並授權本銀行可凍結保證金賬戶，並可隨時將該賬戶內所有款項用於抵銷債務，不論此等債務以何種貨幣作為計算單位。除本銀行銀行可享有的其他權利和補救外，你還同意你會應本銀行的要求提供額外保證金，並同樣地將所有保證金押記予本銀行。本銀行有權將所有保證金存放於任何分支機構，而此等保證金將不會計付任何利息；
- (b) 在向本銀行提供付本銀行滿意的足夠保證金之前，本銀行沒有義務就投資執行任何指示；
- (c) 須經常存入及維持本銀行所不時確定的保證金數額。所需的保證金額不得少於（但可超過）你的未平倉合約和交付義務所適用的法律、規則和規例訂明的數額，並可能須因應市值的轉變而補加保證金。若本銀行確定需要存入額外保證金，你同意會應要求將此等額外保證金存放於銀行，但本銀行可隨時進行本條(f)段所述事項，而不論是否提出額外保證金的要求。本銀行可單獨隨時酌情決定經通知你（可口頭作出）後即變更保證金要求。本銀行就特定交易的保證金借貸條件和催收保證金的政策，將於進行交易前通知你。任何先前確定的保證金數額均不可作為先例；
- (d) 你須根據本銀行絕對酌情決定及不時通知你的利率（在判決之前和之後）和其他條款對所有逾期未付的款額（包括法庭判定你所欠的債項所引起的利息）支付利息；
- (e) 你不得對保證金賬戶進行出售、給予任何選擇權或以其他方式予以處置，亦不得授予、設定或允許設定任何按揭、質押、留置權、轉讓、抵押、產權負擔或其他抵押權益；及
- (f) 本銀行在下列情況下：(i) 本銀行基於保證金要求或其他方面而單獨酌情決定需要保證金本銀行；或(ii) 你提出或被提出破產或清盤由申請；或(iii) 任何賬戶被實施任何扣押；或(iv) 你死亡或被告宣告喪失行為能力，本銀行即有權在毋須徵得你的同意下：
 - (i) 運用本銀行保管或支配的，屬於你任何性質的任何財產（包括於本銀行任何分支機構和 / 或附屬機構的財產）來清償你欠下本銀行的任何債務（不論是直接或作為擔保或保證而產生的）；及

- (ii) 以本銀行單獨酌情確定的方式結束你的任何賬戶，出售任何或所有投資，平掉及變現任何未執行的指令（不論是否有損失），而你須對所有損失負責任，且無須提出進一步的保證金或額外保證金要求，也毋須通知你，而因此產生的風險由你獨自承擔。本銀行或你對該賬戶或部份進行套現後該賬戶仍有任何短欠的數額，你須隨時對此負上責任。若依據上述授權變現所得數額不足以支付你欠下本銀行的所有債務，你須應要求立即償付不足之數以及其相關利息和一切本銀行追討債務時合理地產生的費用（包括按十足彌償基準的法律費用）。你承認保證金的要求數額只為保障本銀行，而本銀行在沒有疏忽、蓄意違約或欺詐的情況下將毋須對其決定不平掉或變現任何倉盤或對其作出有關決定的方式而致使你招致的任何損失承擔任何責任。

一般條款

- F29.1 未經另一方事先書面同意，任何一方均不可轉讓其在本節下的權利或義務；未經此項同意的任何轉讓均屬無效。但本銀行可將其根據第F22條和第F23條他應向其支付的任何款項所佔的全部或任何部分權益轉讓。
- F29.2 本銀行是每一交易的計算代理人，其計算和確定如無明顯錯誤將具有約束力。
- F29.3 經濟及貨幣聯盟(EMU)和合約的延續性
- (a) 除下述本條(b)款規定外，與歐洲共同體經濟及貨幣聯盟(Economic and Monetary Union)有關的事件的發生與不發生，俱不會改變本節的任何條、或解除或豁免履行本節或任何交易、或其本身，或導致違約事件，或有效地確定提前終止日期。
- “與歐洲共同體經濟及貨幣聯盟(Economic and Monetary Union)有關的任何事件”包括（但不限於）下述每一（及其任何組合）情況：
- (i) 轉用或運作歐元作為單一或統一的歐洲貨幣（不論稱為歐元或其他名稱）；
 - (ii) 確定任何成員國貨幣與歐元之間或各成員國貨幣之間的兌換率；
 - (iii) 以歐元取代歐洲貨幣單位作為歐洲共同體的結算單位；
 - (iv) 實施歐元作為任務成員國的合法貨幣；
 - (v) 撤銷任何成員國在實施新歐元化前使用的合法貨幣的法定貨幣地位；或
 - (vi) 取消或替代以歐洲貨幣單位(ECU)或任何成員國的仕國貨幣計算的有關利率權或其他價格來源，或協定保存人（或繼任保存人）未能公佈或展示有關利率、指數、價格、或有關頁或屏幕。
- (b) 雙方為任何交易而修訂或撤銷本條款所作出的任何修改，須以書面形式明確提述本條款或歐洲貨幣聯盟(European Monetary Union)或提述與歐洲共同體經濟及貨幣聯盟(Economic and Monetary Union)有關任何事件方為有效。
- F29.4 本節的任何條款均不得放棄、修改、更改或修訂，除非該等放棄、修改、更改或修定是由本銀行授權的高級人員以書面並經簽署的形式作出。縱使本協議之其他條款另有規定，本銀行可更改、修改或增加本節所載列的任何條款和條件。此等變更根據通知的條文向你的最後知悉地址送達通知後立即對你具約束力。
- F29.5 在不影響本協議的其他條文的情況下，本銀行於履行或修改本協議及/或根據本協議簽定的任何抵押文件或其他文件、或放棄或保護或強制執行本協議和/或該等文件項下任何權利或與此有關所支付或合理地產生或應付的所有稅款、徵稅、費用、印花稅、登記稅、文件稅或類似稅項、費用和合理的開支（包括按悉數彌償基準計算的專業及法律費用）（包括因你遺漏或延誤支付任何此等款項而引致或應支付的所有其他款項），你須應要求向本銀行予以償付。
- F29.6 你須要向本銀行支付並彌償本銀行就你因交易的任何條款或與交易有關而作出的任何付款，或就本銀行支付的任何款項（而你在此同意付還本銀行該等付款）而在香港應付的貨品及服務稅（或任何可取代該稅項、在該稅項以上額外徵收的相似性質稅項，或其他司法管轄區的任何相似稅項。）
- F29.7 在不影響F20.2、F23.7及F23.8的情況下，雙方表本節產生的責任在任何交易終止時仍繼續生效。

第四節

託管服務

托管服務

- F30.1 你通過本銀行根據本協議所提供的投資服務購得或交易或以其他方式屬於你及交付予本銀行的所有投資項目（統稱“獲得的資產”）得通過本銀行或其代名人以託管方式持有，本節所述條款將適用於此等投資服務的託管。
- F30.2 本銀行須促使每位代名人就其為你的利益而收受或持有的所有獲得的資產保存獨立的賬冊記錄，並須按本銀行絕對酌定的方式和名義妥善保管所有該等獲得的資產。獲得的資產將可能以資產能被單獨識別是屬於或歸屬於有關客戶或其他人士（由本銀行或代名人單獨確定）的準則託管持有。若託管持有的準則是基於不能被單獨識別，獲得的資產將須匯集一起，旨在將本銀行認為屬相同性質或類別的獲得的資產匯集持有。代名人須為所有有關客戶持有此等匯集資產，使每位客戶均須按其每項相關匯集資產中所持有的實益權益或份額比例（按其後的購入或售出而增減）享有資產。海外託管須受限於有關司法管轄區的適用法律、法規和慣例。
- F30.3 本銀行有權在無須經你進一步同意下，授權代名人委任任何銀行、信託公司或任何證券交易所的會員公司擔任（a）由代名人根據本協議持有的任何獲得的資產的副託管人及（b）財產管理人以協助履行本協議項下的義務；（“副託管下”），委任條件由本銀行自行絕對酌情決定，但若本銀行及/或代名人已行使合理的審慎和技能選用此等任何副託管人，本銀行毋須對任何此等副託管人或其任何高級人員、僱員、職員或代理人為保管此等獲得的資產所實施的作為或不作為負任何責任。
- F30.4 除非本銀行收到相反的指示，在此之前本銀行須及須促使代名人及/或副託管人（視情況而定）：
- （在本銀行或代名人已收到有關事項的實際通過通知的範圍內）將被催繳、贖回或到青或成為應支付的獲得的資產或需交兌付款的為你的利益根據本協議持有的所有息票及其他定息項目交兌付款，並為你的利益持有交兌付款後所收到的現金；
 - 為你的利益持有按本協議持有的任何資產所發行的股票、股票息、權行證書和類似證券；
 - 收取及託收與獲得的資產有關的所有利息、股息和其他付款或收益分派；
 - 將暫准或臨時形式的證券換取確定形式的證券；
 - 若任何獲得的資產以不止一種貨幣支付，在法律允許及本銀行及/或代名人絕對酌情決定下，以該種貨幣收取有關項；
 - 按法律規定，代表作為實益所有人完成和交付與獲得的資產有關的任何權屬證明文件；及/或
 - 根據本協議條款，將前述所收取的資金或因贖回任何獲得的資產或以其他方式所收到的資金款項予以處理。
- F30.5 本銀行須盡一切合理努力（但並無責任）應要求向你提供根據本協議代表你持有的投資所涉及的所有獲得的資產有關的所有年報和中期報告和賬目，並須促使（但並無責任）就此等投資發出並由代名人收到的、與你的投資有關的所有相關通知或通函經由代名人送交給你。
- F30.6 本銀行及/或代名人毋須通知客戶（就你的戶口內由代名人持有的獲得的資產有關的）公司的任何股東/債券持有人（或類似）會議的有關日期、代表或任何其他資料。本銀行與代名人均無責任行使獲得的資產所附隨的任何投票權，除非接獲你的指示，並且你會按照本銀行及/或代名人可能提出的合理要求，就本銀行及/或代名人合理產生的費用、收費及開支作出彌償。
- F30.7 你現授權本銀行自己酌情決定採取其認為適當的措施，以使其能夠提供託管服務及行使其在本協議項下的權力，包括但不限於有權：
- 遵守規限本銀行採取或不採取行動的法律、或任何監管機構的法規、法付、命令、通知或要求（不論是否有法律效力）；
 - 代表你預知及/或支付就獲得的資產及/或其轉讓應支付的任何稅款或稅費；
 - 在你沒有或延誤應要求發出指示的情況下作出或不作出其認為適當的行為；
 - 向你交回此等獲得的資產時，未必以與最初存入本銀行或由本銀行收到此待資產的相同程序號或識別編號交回給你；及
 - 參與對獲得的資產提供中央結算和交收設施的任何系統，並遵守此等系統的規則和規例。

- F30.8 本銀行沒有責任就出席任何會議、表決的權利或其他賦予或源自獲得的資產的權利作出調查，參與或採取正面行動，但根據你的指示進行的除外，但即使沒有指示，亦不排除本銀行自行酌情為出席此等會議和實現有關權而行事。本銀行沒有責任就其收到的代表委任書採取任何行動。
- F30.9 若你能就費用及負債提供付本銀行合理滿意的悉數彌償保證並能向本銀行出示本銀行要求的證明，本銀行須就根據本協議找有的此等獲得的資產的有關財政或稅務目的，簽署或促使代理人及 / 或副託管人簽署你所合理要求的權屬證明及其他證明和誓章，並須按任何司法管轄地區法律的規定提出或促使提出申請和報告，以申請或取得你就此等獲得的資產而有權享有的稅務優惠待遇。
- F30.10 任何本銀行所可能提供的評論、資料及數據僅供參考，並非擬供用作投資建議或作買賣或其他用途。該等資料可能是由他人向本銀行提供或由本銀行根據他人所提供的資料所編製而成。本銀行並不就任何的評論、資料或數據的先後次序、準確性、真實性、可靠性、充足程度、及時程度及完整性作出任何保證、陳述或擔保，亦未有就該等資料是否適合作任何用途作出任何保證、陳述或擔保。本銀行對閣下或任何其他人士利用或信賴任何評論、資料或數據，概不承擔任何責任。

責任限度和彌償保證

- F31.1 本銀行提供託管人服務，並不構成本銀行以受託人身份行事；就獲得的資產而言，本銀行不承擔任何信託或其他義務，但本協議列明的除外。
- F31.2 本銀行沒有責任審查或核實任何獲得的資產的權屬或所有權的效力，並不就權屬或所有權的任何缺陷承擔責任。
- F31.3 本銀行毋須負責此等獲得的資產及 / 或其轉讓應支付的現時或將來的稅款或稅費，也毋須負責管理此等獲得的資產或其價值的減損。
- F31.4 若因本銀行根據你的指示提供託管人服務或在其他情況下致使你招致任何種類但你沒有受保險保障的損失，本銀行概毋須對此負責，但因本銀行疏忽或蓄意違約而產生的除外。在此情況下，本銀行的責任不得超過在此疏忽或蓄意違約發生時有關獲得的資產的市值。無論如何，本銀行對任何特殊、一般或相應而生的損失概不負責，即使本銀行已獲得通知有可能發生此項損失。
- F31.5 若本銀行、任何其委任的其他人士和其各自的任何高級人員和僱員因託管人服務的提供或本協議強制執行而合理地招致任何種類的債務、申索、費用和損害賠償以及被提起的所有訴訟或法律程序，你須就此按十足彌償基準向本銀行或上述任何人士的疏忽或蓄意違約所產生的除外，此項彌償保證在本協議終止後仍繼續有效。

費用和開支

- F32.1 你須向本銀行支付本銀行就提供託管人服務而不時指定的費用以及支付本銀行或其委任的任何其他人士在提供託管人服務時所產生的所有其他開支，包括但不限於轉讓稅和獲得的資產轉讓時應付的稅費。
- F32.2 若上述任何費用和開支在到期應支付後仍未了償付，則在不抵觸下文第A17.1和F11.2條的規定下：-
- (a) 本銀行有權從你在本銀行開設的任何賬戶自動扣除及 / 或抵銷此等費用和開支作為清償；
 - (b) 本銀行擁有此等獲得的資產的留置權，並有權出售任何此等獲得的資產用作清償；及
 - (c) 獲得的資產自動列作本銀行對此等費用和開支而享有的抵押品；本銀行特此獲授權將此等列作抵押品的所有或任何獲得的資產以公開或私人銷售的方式出售，出售條款和條件由本銀行酌定，而毋須對獲得的資產的任何損失負任何責任；並將出售所得款項（經扣除開支後）用於清償。

第五節

其他服務

- F33.1 本銀行會不時為你提供其他服務。制約該等服務的新或其他條款及條件將會適用，而你亦會被書面通知有關該等條款及條件。即使你未能收到該等通知，在你使用該等服務時，適用於該等服務的條件及條款，即會對你具約束力。

G部份

電話指示

- G1.1 若經本銀行允許，客戶同意除本協議的其他適用規定外，還須遵守本部份有關向本銀行發出電話指示的條款（有別於以本銀行指定的具體格式所發出的書面指示）。本銀行在核准客戶發出電話指示時，有權自行酌情規定任何交易限制以及在認為適當時不時更改此等限制。
- G1.2 (a) 客戶特此授權本銀行接受任何人士通過述明有關賬戶的名稱和號碼以及客戶的身份識別密碼（“密碼”）（若已指定密碼）或提供本銀行為核實其有效性而要求的其他資料後所發出的電話指示，但本銀行毋須對作出或聲稱作出該電話指示的人士的身份或授權或該指示的真確性進行查詢。
- (b) 本銀行沒有責任查詢作出任何電話指示的人士的身份或授權或任何電話指示的真確性，但本銀行有義務核實由聲稱發出該指示的人所述明的有關賬戶的名稱和號碼和 / 或密碼（若已指定密碼）。
- (c) 當客戶的賬戶可能被多於一人操作（不論是否授權簽署人或其他人仕），除非本銀行和客戶有其他的協議，否則任何其中一人的電話指示均可被本銀行接納和執行。
- G1.3 客戶同意，本銀行根據該電話指示所作出的任何和所有付款和行為對客戶具有約束力，此等指示是不能撤銷的，而客戶亦沒有權力撤銷、質疑或更改已如事執行的任何交易，而不論發出該電話指示時所出現的情況或交易的性質、或根據該電話指示而訂立的協議或銀行信貸安排或涉及的款額，也不論該電話指示有出錯、誤解、欺詐、偽造或有欠清晰或缺乏授權。
- G1.4 本銀行可（但沒有義務）聯絡客戶以確認或要求客戶（包括通過電話）確認該前述的電話指示，然後才依該電話指示行事。儘管上述條文，本銀行獲授權在收到此等確認前執行此等指示，亦不會因沒有收到此等確認而為此等行事負責。
- G1.5 本銀行可單獨酌情在其認為適合的情況下拒絕執行任何的電話指示或其部份而毋須給予理據或負上任何責任。在不影響上述條文的一般性的情況下，若此等指示不清楚，或本銀行收到不一致的指示，或本銀行真誠地相信指示是欺詐性的、偽冒的或未經授權的，或執行任何指示會構成違法，本銀行可以拒絕執行。
- G1.6 客戶須負責及對本銀行承諾將客戶的密碼（如有）保密，不會洩露予任何人。若客戶知悉或懷疑密碼已洩露予未獲授權人士或已發出未經授權的電話指示，客戶須立即親身通知本銀行。對於放置於客戶場地供發出電話指示予本銀行的通訊設備，客戶須採取和設計充足的安全保障措施，以防止任何不正當使用或濫用。客戶只可通過本銀行指定的（各）電話專線號碼發出電話指示。
- G1.7 若因本銀行根據任何電話指示而作出的任何行為或與此有關及由於其後果而令本銀行產生的所有申索、費用、收費或開支，客戶同意就此向本銀行作出彌償，以及在本銀行第一次要求時以本銀行因此付款的相同貨幣向本銀行償付該等款項。在任何情況下，客戶均不可要求本銀行或其董事、高級人員或僱員為其相信為真正的電話指示之行為而負責，除非本銀行有嚴重疏忽或故意不當行為。
- G1.8 不影響第A22部份的一般性的情況下，本銀行毋須因電力故障或其通訊系統的任何故障而負責。客戶將承擔傳真通訊予本銀行的錯誤、謬言和第三方未被授權的干擾，及屬欺詐性、未被授權或其他不適當使用通訊設備發出電話指示的全部風險。
- G1.9 客戶可利用電話向本銀行申請任何一個或以上與客戶現有賬戶已簽署的開立賬戶申請書上的賬戶名稱相同的賬戶，客戶須提供任何本銀行對該電話指示的有效性所作的核查而合理地要求的資料本銀行將有單獨酌情權決定是否為客戶提供任何賬戶。
- G1.10 客戶可通過發出電話指示以申請與其往來賬戶有關的支票簿。此申請的效力與客戶遞交填妥妥當的申請表向本銀行申請支票簿的效力相同。
- G1.11 客戶明白和接授本銀行有酌情權而毋須作事先通知終止本協議之此部份。此等取消、撤銷或終止將不會解除客戶就本銀行在此等取消、撤銷或終止以前根據此部份之任何行事所引起的任何責任。
- G1.12 儘管客戶的名字或組成有任何更改，此部份將仍然生效，而客戶之繼承人和受讓人仍受此節約束。

H 部份

傳真指示

- H1.1 若經本銀行允許，客戶同意除本協議的其他適用規定和本銀行就有關傳真指示設定的其他政策和程序外，還須遵守本部份有關向本銀行發出傳真指示的條款（有別於以本銀行指定的具體格式所發出的書面指示）。
- H1.2 客戶授權本銀行根據聲稱由客戶發出的所有傳真指示作出付款，並遵從所有此等傳真指示，而毋須於其後要求收到客戶的確認，並同意本銀行根據該傳真指示所作出的任何和所有付款和行為對客戶具有約束力，而不論發出該傳真指示時所出現的情況或交易的性質、或根據該傳真指示而訂立的協議或銀行信貸安排或涉及的款額，也不論與該傳真指示有關的有出錯、誤解、欺詐、偽造或有欠清晰或缺乏授權。
- H1.3 客戶只可通過本銀行指定的（各）傳真專線號碼發出傳真指示。本銀行可絕對酌情指定不同類別的交易使用不同的傳真專線。本銀行的傳真收發機、傳真機或傳真設備所發出的接收報告（如有）是對使用傳真專線發出指示以及本銀行實際收到指示的時間的決定性證據。若以非指定的傳真專線發出傳真指示，本銀行可自行絕對酌情拒絕按此等傳真指示行事，而本銀行並沒有責任就此通知客戶，也毋須對此負任何責任。
- H1.4 對於放置於客戶場地供發出傳真指示的傳真收發機、傳真機或傳真設備，客戶須採取及設計充足的安全保障措施，以防止任可欺詐性的使用、未經授權的使用或其他不正當的使用。
- H1.5 為了履行本銀行在本協議和聲稱由客戶發出的任何傳真指示項下義務，本銀行只有義務核實該傳真指示上的簽署是否與客戶在本銀行檔案記錄上的簽署相符。若果本銀行有理由並單獨認為該傳真指示上的簽署足以反映客戶在檔案上的簽署，則可決定性視之為客戶的指示。除本條所訂明的外，本銀行獲免除對核實或以其他方式調查聲稱由客戶發出的傳真指示之真確性的責任。
- H1.6 若因本銀行根據任何傳真指示而作出的任何行為或與有關及由於其後果而令本銀行產生的所有申索、費用、收費或開支，客戶同意就此向本銀行作出彌償，以及在本銀行第一次要求時以本銀行因此付款的相同貨幣向本銀行償付該等款項。在任何情況下，客戶均不可要求本銀行或其董事、高級人員或僱員為其相信為真正的傳真指示之行為而負責，除非本銀行有嚴重疏忽或故意不當行為。
- H1.7 在不影響本A22部份的一般性的情況下，本銀行毋須因電力故障及/或對其傳真收發機、傳真機或傳真設備的任何故障（包括但不限於接受訊息上的損失或中斷）使客戶產生或引致任何損失或開支而負責，亦毋須對客戶將承擔傳真通訊予本銀行的錯誤、謬言、第三方未被授權的干擾，及屬欺詐性、未被授權或其他不適當使用傳真設備發出電話指示的的全部風險。
- H1.8 在本銀行不時確定的任何日子的截止時間後收到的任何傳真指示，本銀行只會在下個工作日執行，而毋須通知客戶或徵得客戶同意。
- H1.9 本銀行可以自行酌情在本銀行認為合適的情況下拒絕執行任何傳真指示或其中部份，而毋須說明拒絕原因及負擔任何責任。在不影響上述條文的一般性的情況下，假如任何傳真指示不清楚，或本銀行收到不一致的傳真指示，或本銀行真誠地相信傳真指示是欺詐性的、偽冒的或未經授權的，或執行任何指示會構成違法，本銀行可以拒絕執行。
- H1.10 若本銀行認為任何傳真指示有含糊或不完整，本銀行可拒絕執行該傳真指示；本銀行沒有責任向客戶澄清該傳真指示。若對於是否收到任何傳真指示的爭議，由客戶承擔舉証責任。
- H1.11 當銀行指定一個關於傳真指示的指定識別密碼（“密碼”）予客戶時，客戶接受安全保管密碼的責任，並確保此密碼只供該等獲授權人使用和確認此密碼仍然為本銀行之財產，且應要求交回本銀行。本銀行有權假設密碼限於供客戶的授權人使用。客戶明白和接受本銀行有酌情權及毋須作事先通知而取消和撤銷密碼使用和終止本協議此部份之權利。此等取消、撤銷或終止將不會解除客戶先前任何關於本銀行根據此部份之行為的責任。
- H1.12 儘管客戶的名字或組成有任何更改，此部份將仍然生效，而客戶之繼承人和受讓人仍受此部份約束。

I部份

短期貸款和貸款安排

信貸安排

- I.1.1 本銀行可不時自行酌定向客戶核批短期貸款或貸款安排（統稱“信貸安排”），信貸安排的性質、款額和貨幣由本銀行不時確定及通知客戶，並可隨時予以更改。
- I.1.2 信貸安排之利息以本銀行慣常的利率及按每日的貸款餘額計收，並須由客戶於每月後期或前期支付，此付息時間由本銀行不時確定；客戶須以現金支付利息或（若本銀行有此決定）利息可併入作為信貸安排的一部份以複利計收利息。客戶須按某個百分比對最高貸款額支付手續費，有關費用按本銀行慣常的費率計收，並須於本銀行催繳時支付。

違約事件

- I.2.1 若發生下列任何事件（“違約事件”）：—
- (a) 在本銀行就本協議項下投資之保證金交易提出要求時，客戶未能提供全數保證金；
 - (b) 客戶未能支付本協議項下任何到期款項或未能在被催繳時支付本協議項下任何款項；
 - (c) 客戶或本銀行履行其各自在本協議項下的義務成為不合法或不可能或被任何中央銀行或其他政府機關認定為不合法或不可能；
 - (d) 客戶總體而言無力償付其到期欠債，或書面承認其總體而言無力償付其欠債，或為債權人的利益達成全面分配償債安排；或客戶提出或被提出清盤（或破產）的法律程序；或任何有管轄權的法院或其他適當的機構頒令或下達命令對其進行清盤（或破產）或就客戶任何部份的財產、收入或業務委任清盤人，接管人或受託人；
 - (e) 對客戶的任何或所有資產、權利或收入實施扣押、執行、查封、沒收或其他類似法律程序；或
 - (f) 本銀行自行酌情認為有必要或適宜保障其在本協議有關條款項下的利益；
- 則在不損害本銀行行使權利宣告客戶根據本協議應支付的任何款項成為立即到期應支付的情況下，本銀行可（a）宣告有關債務立即到期及須立即支付，而毋須通知客戶；或（b）終止對客戶的任何信貸安排。

J部份

本銀行的資料政策

- J1 客戶同意本銀行適用資料政策及其不時發佈與資料相關之其他通訊適用於由客戶提供之全部資料。本銀行已連同本協議向客戶提供本銀行的資料政策通告副本，而該通告副本乃構成本協議之一部分。客戶明白本銀行會應要求提供本銀行的資料政策通告副本以及其「拒收推廣資料/訊息」表格，而客戶亦可於各分行索取及於ANZ網站(www.anz.com/hongkong) 索閱該等副本及表格。客戶同意由客戶目前所提供、或本銀行從其他來源或就客戶與本銀行之關係而獲得之全部資料須受本銀行的資料政策通告及/或其他通訊（可予不時修改）規限。客戶明白，並特此同意：
- (a) 本銀行可能：
 - (i) 向其他組織、機構或其他人士取得、核實及提供有關客戶之資料；
 - (ii) 將資料轉交至香港特區以外地方，包括轉交至本銀行集團所在的其他地區；
 - (iii) 將客戶之資料與任何本銀行取得之資料作比較，並利用經比較後之結果採取任何行動，包括可能對客戶之利益不利之行動（包括拒絕接納申請）；
 - (iv) 將客戶之資料提供予信貸資料服務機構，且於無力償債時提供予收數公司；
 - (b) 客戶可藉簽妥並交回「拒收推廣資料/訊息」表格要求本銀行不使用客戶之資料於市場推廣用途。
- J2 有關通知應視為客戶與本銀行之間已訂立或有意訂立的所有合約、協議、貸款確認函、戶口授權及其他具約束性安排的重要構成部份。

K部份

定義和解釋

K1.1 除非另有界定，就本協議而言：

賬戶	包括但不限於客戶在本銀行維持或開設的指定賬戶及其分賬戶或任何賬戶。
聯屬公司	指（就本銀行而言）本銀行的任何附屬公司、控股公司或該控股公司的附屬公司，或本銀行的代理人，並包括其各自的繼承人。
代理人	指本銀行選擇或使用的經紀、交易商、對手方、代理、託收、匯款或結算銀行或代理人、或託管人或副託管人、或代名人。
總存款額	指存戶在本銀行存入以供利息 / 外幣掛鈎結構存款投資用途的總存款額，及銀行不時就每次推出利息 / 外幣掛鈎結構存款決定要求的最低存款額；
申請表	存戶簽署及由本銀行批核，以同意其存放於利息 / 外幣掛鈎結構存款的申請表；
授權簽署人	指客戶現時指定為授權簽署人並以書面通知本銀行的（各）人士。
營業日	指本銀行對公眾開門營業的日子（不包括星期六和星期日），就付款而言，指有關貨幣國家的主要金融中心的銀行通常營業的日子；若文義許可，就每類交易而言，亦指本銀行就向本銀行發出指示及本銀行接受該等指示而指定的營業時間。若到期付款日並非營業日，則順延至下一個接續的營業日到期，但若該日在下一個月，則提前至對上一個營業日。
信貸支援文件	指其中一方或其信貸支援提供者向另一方提供憑證有關交易所牽涉的押記、存款、擔保或其他抵押的任何文件。
信貸支援提供者	指就有關交易代表有關一方簽訂信貸支援文件的任何人仕。
存放貨幣	指存放於利息 / 外幣掛鈎結構存款之貨幣；
存戶	包括個人或公司或企業，或在某些情況下在夾附的附表內詳列其名稱和地址的每一個人或公司或企業；
期滿日	指在利息 / 外幣掛鈎結構存款交易通知所訂明的日期，惟其將不會訂於到期日之後；
不尋常事件	指本銀行絕對酌情確定非本銀行所能合理控制的任何事件，包括但不限於任何形式的外匯管制或可影響貨幣、商品、證券、金融工具或資金的供應、兌換、信貸或轉讓的任何性質的外匯限制或規定；或對司法管轄地區、個人或實體的延緩償債或其他延期還債安排；或相關貨幣、商品、證券或金融工具的貶值或重定計值單位或非貨幣化。
外幣	指本幣以外的任何貨幣（或任何貨幣的任何計算單位）。
香港	指中華人民共和國香港特別行政區
債務	指現時或此後你不時欠付或到期應付給本銀行或其設於任何地點之分支機構或附屬機構的所有款項、債務及負債，包括但不限於提供給你或應你的要求提供給其他人或與你訂立或應你的要求與其他人訂立的任何貸款、墊款、貸款安排、信貸或其他服務融通交易，或本銀行為你或應你的要求為其他人作出、開出或承擔的任何形式的擔保、賠償保證、反賠償保證、承諾或信用證或債務（不論是共同或各別的、作為當事人或擔保人的、實有或待確的，或現在或將來的，也不論是以本幣或外幣作為計算單位的），以及因履行、執行及終止任何賬戶或此等條款項下本銀行的服務而你欠下本銀行或其代理人的按十足彌償基準計算的所有利息、佣金、收費、費用、折讓以及一切開支和法律費用。

指示性息率範圍	指本銀行不時訂定的息率範圍，以此參考及釐定息率；
起始日	指利息 / 外幣掛鈎結構存款交易通知中所訂明的利息 / 外幣掛鈎結構存款推出日期；
利息 / 外幣掛鈎 結構	指由本銀行所發出的通知，其說明利息 / 外幣掛鈎結構存款本金、起始日、到期日、利息 / 外幣掛鈎結構，存款息率、利息 / 外幣掛鈎結構存款收益、結算程序及其他相關事項；
指示	指你或你所授權的人士以本銀行指定的格式和方式向本銀行送交或傳送的指示，但在每一情況下均須遵守本銀行就任何特定類別的指示不時決定適用的最低及 / 或最高金額限制或其他限制。
投資	指你在賬戶中的投資，包括但不限於不時由本銀行或其代理人保管或支配的或以本銀行或其代理人為受益方面押記的所有的證券、現金、資產和結餘。
投資期	指從起始日開始至到期日止的期間；
推出	指利息 / 外幣掛鈎結構存款的推出，從開設利息 / 外幣掛鈎結構存款、累計存款利息之時起計；
法律	指任何國家的任何法律、法例、法規、文告、條例、附例、規則、文書、官方指令、判決、通函、實務守則、行為守則或審慎規定；
本幣	指港元。
保證金	指本銀行可接受屬於你的或一個或多個第三方在指定的一個或一個以上指定作該用途的賬戶（“保證金賬戶”）內維持或需要維持的即時可用資金的數額及 / 或證券（包括其所有替代品、其所有增加及增長及所有利息、股息、選擇權及其他由此衍生的權益）。
到期日	指利息 / 外幣掛鈎結構存款交易通知註明的利息 / 外幣掛鈎結構存款到期日；
非交易日	指該天為非交易日；
存放	指為推出利息 / 外幣掛鈎結構存款而存放之總存款額，其完成存放後將引致利息 / 外幣掛鈎結構存款的推出；
存放期	指存戶指示本銀行投資於利息 / 外幣掛鈎結構存款之日起，至本銀行就總存款額之存放不時在適用情況下訂定的指定日期為止的期間；
產品說明	指本銀行不時為存戶提供有關利息 / 外幣掛鈎結構存款的產品說明；
參考掛鈎貨幣	指存戶在利息 / 外幣掛鈎結構存款申請表內所指定，並經本銀行在利息 / 外幣掛鈎結構存款交易通知中確認的兩種不同貨幣；
參考時期	指由（並包括）交易日的交易時間至（並包括）期滿日的期滿時間
參考範圍	指在利息 / 外幣掛鈎 結構存款交易通知中所註明的外幣兌換率範圍作為利息 / 外幣掛鈎結構存款所可能累計的收益的參考；
監管機構	指香港聯合交易所有限公司、香港證券及期貨事務監察委員會或有權限或權力監管本銀行或其業務的及 / 或本銀行須、預期或慣於遵守其指令、建議或慣例的任何其他監管機關、政府或政府機構、股票交易所、結算所、證券交易或中央託管系統、股票登記機構或其他機構。
風險披露聲明	指本銀行提供予存戶並由存戶及本銀行共同簽署的風險披露和聲明；

證券	指根據本協議不時購入的股票、債券、股份、債權證、未評定票據、存款證、商業票據、貸款股權證、記賬式政府證券、單位信託或互惠基金權益、證券期權和衍生工具、貨幣、商品、利率或任何指數、指標或基準、特別設計投資項目和任何其他證券（包括無紙化證券）（不論是可銷售或其他的）。
交收賬戶	指於本銀行之存款儲蓄 / 往來賬戶用以投資於利息 / 外幣掛鈎結構存款;
現貨價	指按EBS（電子銀行同業交易系統，EBS為銀行同業現貨兌換價交易的主要經紀行，EBS現貨交易系統平均每日處理1000億美元現貨外匯交易）顯示的參考掛鈎貨幣現貨兌換價；
交易日	指利息 / 外幣掛鈎結構存款通知所顯示的交易日，此應較起始日為先; 及
交易時間	指利息 / 外幣掛鈎結構存款通知所顯示在交易日的特定時間。
交易	指本銀行根據或基於任何指示而執行的或你與本銀行訂立並受或將受或視作受本協議規限的所有或任何交易。

K1.2 除非文義另有規定:-

- (a) 表示單數之詞包括眾數；反之亦然。
- (b) 表示任何一個性別之詞包括所有其他性別。
- (c) 凡提述為“人”或“人士”的包括個人、商號、公司、法團和非法人團體。
- (d) 凡提到「本銀行」均包括本銀行的繼承人及許可承讓人。
- (e) 凡提到「存戶」均包括存戶的任何遺囑執行人、遺產代理人或合法繼承人；及包括任何獲授權的簽署人或其受權人(如情況適用時)。

K1.3 除非另有說明，凡提述“條”的均指本協議的條。

K1.4 本條款及條件、申請表及通知以中及 / 或英文文本提供，若中、英文文本有任何抵觸或歧義，在所有各方面及就所有目的而言須以各有關文件的英文文本為準。

