

## TERMS AND CONDITIONS AND CUSTOMER DECLARATION

I/We confirm that:

1. I/We understand that prices of Bonds/CDs may be volatile and are subject to change from time to time due to the market conditions. The Price above is the Price agreed between I/We and the Bank but there is no guarantee that my/our order can be executed at the above Price. If this order has been executed successfully, the order details will be shown on the customer advice;
2. I/We understand that when I/we place my/our purchase order for the Bonds/CDs, the amount of the purchase consideration will be instantly held in escrow in my/our settlement account and if the order is accepted, the monies will be debited on the settlement date. On the other hand, if my/our purchase order is rejected, the monies held in my/our settlement account will be instantly released (without interest) and no monies will be debited;
3. I/We understand that the Bonds/CDs may be held through a clearing system or through the Bank which means that I/we shall have to rely on the Bank to credit my/our account with payments credited or debited to it through the clearing system or directly through it (as the case may be), to distribute notices to me/us which it receives through the clearing system or directly from it or otherwise and to relay the notices received from me/us to the Issuer or Arranger (where it is not also the Bank);
4. I/We understand that until I/we pay in full to the Bank the purchase consideration in respect of the Bonds/CDs applied for, the Bank may do the following under the terms and conditions of the operation of my/our designated account with the Bank in addition and without prejudice to any other remedies available to them:
  - i. have a security interest in, or otherwise impose other restrictions on, my/our Bonds/CDs for repayment of the amount of the unpaid purchase consideration under the terms and conditions of the operation of my/our designated account with the Bank such that I/we may not be able to transfer or otherwise dispose of my/our Bonds/CDs; or
  - ii. exercise a lien, right of set off or similar claim against me/us in respect of monies held in any of my/our accounts maintained with the Bank to secure any amounts which may be owing by me/us to it; or
  - iii. charge interest on the amount of the unpaid purchase consideration; or
  - iv. deduct the amount of the unpaid purchase consideration from payment of Settlement Amount on my/our Bonds/CDs;
5. I/We understand that the Bank may have the right to sell any Bonds/CDs credited to my/our



designated account to recoup unpaid purchase monies or other expenses (including interest costs);

6. The Bank is authorized, on behalf of me/us, to withhold and/or make payment of any taxes or duties payable on or in respect of any Bonds/CDs to which this Order relates and may deduct my/our above designated account for such purpose;
7. I/We understand, am/are familiar with, and accept the terms and conditions applying to the use of investment services and relevant securities account provided by the Bank;
8. I/We understand and acknowledge that this Order may be cancelled by the Bank for reason which in the opinion of the Bank renders cancellation necessary or advisable in the interests of the Bank including, without limitation, pursuant to any regulatory requirement or restrictions;
9. Having regard to my/our asset and liability positions, expected income, the liquidity of portfolio, the risk of Bonds/CDs relative to my/our total financial assets portfolio, I/We consider that my/our total net worth is sufficient to assume the risks and absorb the potential losses which may arise from investment in Bonds/CDs;
10. I/We understand that the Bank cannot assure that there will be a liquid secondary market for the Bonds/CDs; and there may be restriction on its transferability. A loss may arise from the cost of liquidating an investment in an illiquid market;
11. I/We understand that the Bank shall determine, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, whether or not at any time a settlement disruption event has occurred. Where the Bank determines such settlement disruption event has occurred and as a result of which the Bonds/CDs cannot be delivered to my/our securities account on the scheduled settlement date, the Bank shall procure to deliver the Bonds/CDs to my/our account no later than 45 Hong Kong business days from the date this purchase order is accepted by the Bank. I/We understand and agree not to transfer of the Bonds/CDs until the same has been delivered to my/our Securities Account;
12. I/We understand that the Bank acts as principal to sell the Bonds/CDs to me/us. If I/we wish to sell the Bonds/CDs purchased through the Bank before the maturity date, the Bank may repurchase them based on the prevailing market price under normal market circumstances, but the selling price of the Bonds/CDs may be higher or lower than the purchase consideration due to changes in market conditions;



13. I/We acknowledge that these Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region;
14. I/We confirm that I/we should obtain appropriate professional advice where necessary before deciding to subscribe for the Bonds/CDs, the Bank has execution controls over the trading of Bonds/CDs at OTC market and will ensure fair pricing and treatment of customer's order;
15. I/We acknowledge and agree that notwithstanding the Bank's offer of the Bonds/CDs and/or provides post-subscription services to me/us in respect of such Bonds/CDs, no responsibility shall be taken by the Bank for the financial soundness of any of such Bonds/CDs issuer and /or guarantor;
16. I/We understand and agree that no person other than I/we and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Instruction and my/our Bonds/CDs;
17. I/We understand and agree that the Bank may revise the relative risk levels of individual Bonds/CDs from time to time without prior notice to me/us, and I/we understand that the relative risk levels of individual Bonds/CDs can be obtained from the Banks's staff;
18. I/We understand that the trading services may not be always available and are subject to liquidity, market situations and other circumstances that may not be in line with my/our expectation;
19. I/We have read and understood the governing conditions of the trading services (the "Conditions"):
  - i. The use of and all transactions and dealings effected by using the trading services are subject to these Conditions, the Bank's Important Message To Readers and Internet Privacy Policy Statement, the relevant terms and conditions applicable to Securities Accounts, the relevant terms and conditions applicable to Hong Kong Dollar Settlement Accounts (as the case may be), the relevant terms and conditions applicable to Renminbi Settlement Accounts (as the case may be) and all other terms and conditions of the Bank applicable from time to time including those set out in the online purchase / sale instruction or elsewhere on the trading services. Such Important Message To Readers and Internet Privacy Policy Statement and other terms and conditions shall apply as if they were expressly extended to the use of the trading services; and
  - ii. Where relevant, the terms and conditions for Hang Seng Personal e-Banking Services



- shall also apply and accordingly, the terms and conditions applicable to Hang Seng Personal e-Banking Services shall be deemed to have been incorporated herein; and
- iii. Each instruction shall also be subject to the terms and conditions of the relevant offer of the Bonds which are contained in the offering documents relating thereto; and
  - iv. So far as the provision of the trading services is concerned, where there is any discrepancy between these Conditions and the Bank's Important Message To Readers and Internet Privacy Policy Statement, the terms and conditions applicable to or the terms and conditions relating to the offer of the Bonds, these Conditions shall prevail for the purposes of the trading services;

20. I/We have read and understood the responsibility of the Bank:

- i. The Bank is solely responsible for the contents and the operation of the services through which trading services are provided. Other than the offering documents, for which the Issuer takes responsibility, the Issuer or its agents have not, and shall not be deemed to have, authorised and shall not be responsible for the contents and the operation of the services.; and
- ii. In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between the Bank and me/us out of processing of a Bonds transaction, the Bank will enter into a Financial Dispute Resolution Scheme process with me/us; however, any dispute over the contractual terms of the Bonds should be resolved between directly the Issuer and me/us. The Bank shall not have any liability in respect of, is not responsible for, the contents of the offering documents relating thereto; and
- iii. The Bank is not the investment adviser of me/us and shall not be responsible for any loss which I/we may suffer as a result of my/our investment using the trading services; and
- iv. The Bank will take reasonable precautions to preserve the confidentiality of information relating to me/us furnished by me/us to the Bank in connection with the use of the trading services. However, the Bank is authorised to disclose any information it has concerning me/us to any person appointed by it in connection with the trading services or otherwise for the purpose of performing its obligations under these Conditions; and
- v. The Bank is authorised, at its discretion, to take such steps as it may consider expedient to enable it to provide the trading services including to comply with any law, regulation, order, directive, notice or request from any government or regulatory authority (whether or not having the force of law), or rules and regulations of any system providing central clearing and settlement facilities, requiring the Bank to take or refrain from taking any action; and
- vi. The Bank shall not be liable for any loss, damage or expense suffered by me/us by



virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any my/our instruction for whatever reason (including, without limitation, any failure or error of any computer or electronic system or equipment);

21. I/We understand that these Conditions and the contents on the trading services including the online buy / sale instructions are available in both English and Chinese languages. The English version shall prevail if there are any discrepancies between the English version and the Chinese version;

22. (Only applicable to application for Certificate of Deposit (CD))

I/We have received and understand the disclosure statement listed below that this Certificate of Deposits is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.

Deposit Protection Scheme Disclosure Statement

This Certificate of Deposit (CD) is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.

#### **Highlighted Information about the Bond/CD**

1. I/We have received and read the purpose of up-to-date offering documents and understood the Bonds/CDs Trading Services Factsheet, Terms and Conditions, relevant prospectus/offering circular/final terms and its supplements (if applicable), this form, the nature of the Bonds/CDs that I/we intend to subscribe, its risk factors, the terms and conditions and application procedures set out therein and agree to be bound by them, as they may be amended from time to time.

I/We understand that the term sheet ( if applicable ) of some Bonds/CDs contains QR code(s) which allows access to the electronic version of the Bonds/CD's offering documents (namely the Bond/CD Trading Services Factsheet, relevant prospectus/offering circular/final terms and its supplements (if applicable)), and that I/we may choose to obtain the hardcopy of the bond 's offering documents or download the electronic version of the Bonds/CD's offering documents via the QR code(s) in the term sheet (if applicable);

2. I/We have understood the essential features of the Bonds/CDs:

These include but are not limited to the Bonds/CDs' issuer, tenor/maturity date, settlement currency, coupon rate, minimum investment amount and whether or not the offering documents have been authorized by the SFC, etc.;

3. I/We have read and understood the warning statement below that:

The investment decision is mine/ours but I/we should not invest in the Bonds/CDs unless



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the intermediary who sells it to me/us has explained to me/us that the Bonds/CDs is suitable for me/us having regard to my/our financial situation, investment experience and investment objectives;

4. I/We understood that part of the offering documents of the Bonds/CDs that I/we intend to subscribe are provided by the issuer in English version only, and I am/we are willing to accept the English version, and have read, understood and agreed to the contents therein, in particular the nature of the Bonds/CDs, its risk factors, the terms and conditions (If applicable).
5. I/We understand that if my/our source of fund for this investment transaction is from any form of credit facility such as taking out loan(s) or borrowing money, it is risky and any loss incurred from the investment may affect my/our repayment ability. I/We acknowledge and confirm that I/we have carefully considered the additional risks related to such source of fund and investment arrangement as well as the adverse effect that may have on my/our financial situation (including but not limited to the interest and/or relevant charges incurred due to late or default in repayment, the potential loss could be magnified), and the suitability of this investment transaction in light of such source of fund.

### 條款及細則及客戶確認

我 / 我們確認：

1. 我 / 我們明白債券/存款證之格價可能會波動及會因應市場之情況不時改變。上述之價格為我 / 我們與貴行議訂的價格，但並不保證我 / 我們之指示可按上述價格執行。若此交易成功執行，交易詳情將顯示於客戶通知信上；
2. 我 / 我們明白在我 / 我們向貴行發出債券/存款證之購入指示後，貴行將會同時在我 / 我們於貴行開設之交收帳戶中凍結相等於購買價值之金額。如交易成功，貴行將於結算日當日從中扣除購買價值，如交易未能成功，凍結之金額將即時被解除（但不會獲發利息），並不會扣除任何金額；
3. 我 / 我們明白債券/存款證將透過結算系統或貴行持有，意指我 / 我們將會依賴貴行，將透過結算系統或直接由貴行（視乎情況而定）記入或借出貴行之款額，存入我 / 我們於貴行開設之戶口，貴行透過結算系統或直接或以其他途徑接獲通知後，再向我 / 我們派發該等通知及將我 / 我們收到之通知轉達發行人或安排人（若安排人並非貴行）；
4. 我 / 我們明白於我 / 我們悉數支付所申請債券/存款證之購買價值予貴行前，貴行可按照我 / 我們與貴行所設立指定帳戶之運作條款及條件進行以下事項，而不影響貴行所享有之任何其他補償：
  - i. 根據我 / 我們與貴行開設之指定帳戶之運作條款及條件，就償還未支付購買價值向我 / 我們之債券/存款證增設擔保權益或以其他方式施加其他限制，藉以防止我 / 我們轉讓或以其他方式出售債券/存款證；或
  - ii. 就我 / 我們於貴行設立之戶口內存有之款項行使留置權、抵銷權或類似申索，以取得我 / 我們結欠貴行之款項；或
  - iii. 就未支付之購買價收取利息；或
  - iv. 自我 / 我們債券/存款證之交收金額中扣除未支付之購買價值；
5. 我 / 我們明白貴行有權出售計入我 / 我們指定帳戶之任何債券/存款證，以取回未支付之購買款項或其他開支（包括利息成本）；
6. 我 / 我們授權貴行代我 / 我們預扣及/或支付與此債券/存款證之委託單相關之任何稅項，而相關之款項或可從我 / 我們上述指定戶口內扣取；
7. 我 / 我們明白、熟悉及接受使用貴行所提供投資服務及有關證券戶口適用之條款及條件；
8. 我 / 我們明白及知悉貴行會就貴行本身利益而言，作出必須或適宜取消執行此委託單，包括但不限於，依據任何監管規定及限制；



9. 經考慮我 / 我們之資產及負債狀況、預計收入、資產之流動性、債券/存款證相對於我 / 我們所有金融資產之風險，我 / 我們認為我 / 我們之總淨資產足夠承受及承擔投資債券/存款證之風險和潛在虧損；
10. 我 / 我們明白貴行不能保證債券/存款證具流通性之第二市場，其轉讓性亦可能受限制。於流通性低之市場出售投資項目涉及之費用可能引起損失；
11. 我 / 我們明白貴行按其完全及絕對酌情權以真誠及商業上合理之方式釐定於任何時間是否已發生結算中斷事件。倘貴行釐定已發生該結算中斷事件而該事件亦導致貴行未能於原訂債券/存款證交付日期交付到我 / 我們證券帳戶，貴行將在貴行確認此購入指示該日起計不遲於 45 個香港營業日內將債券/存款證交付予我 / 我們。我 / 我們理解並同意直到該債券/存款證交付到我 / 我們的證券賬戶前不會轉讓該債券/存款證；
12. 我 / 我們明白貴行以主事人身份出售債券/存款證予我 / 我們。若我 / 我們打算在債券/存款證未到期時出售經貴行購入的債券存款證時，貴行可在正常市場情況下，按市價進行有關交易。但基於市場變動，我 / 我們明白債券/存款證的賣出價可能高於或低於購買價值；
13. 我 / 我們知悉本條款所載條款受香港特別行政區法律所管轄，並按其詮釋；
14. 我 / 我們確認及同意，在決定認購債券 / 存款證前，我 / 我們應在必要時取得適當的專業意見，貴行對場外交易的債券/存款證有執行控制權，並將確保公平定價和進行有關交易。
15. 我 / 我們確認及同意縱使貴行提供債券 / 存款證及 / 或就該等債券/存款證提供認購後之服務，貴行概不就任何此等債券/存款證之發行人及 / 或保證人之財政狀況是否穩健負上責任；
16. 我 / 我們明白及同意除我 / 我們及貴行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本指示及我 / 我們之債券/存款證的任何條文，或享有本指示及我 / 我們之債券/存款證之任何條文下之利益；
17. 我 / 我們明白及同意貴行將可不時修改個別債券/存款證之相對風險程度，並且不會預先通知我 / 我們；及我 / 我們明白可向貴行職員查詢個別債券/存款證之相對風險程度；及
18. 我 / 我們明白買賣服務平台或會出現突發異常狀況，並受流動性、市場情況及其他因素所影響，或未能符合我 / 我們之預測；





19. 我 / 我們已細閱及明白買賣服務平台之管限條件 ( 本細則 ) :

- i. 採用買賣服務平台達成之交易及買賣，須受本細則、貴行之重要聲明及其互聯網私隱政策聲明、適用於證券戶口之有關章則，適用於港元結算戶口之有關章則(視乎情況而定)，適用於人民幣結算戶口之有關章則(視乎情況而定)，以及貴行不時適用之所有其他章則 ( 包括於平台購入/賣出指示或平台其他地方所載列之章則 ) 規限。該等重要聲明及互聯網私隱政策聲明及其他章則均全部適用，猶如已明文表示其適用於買賣服務平台；及
- ii. 恒生個人 e-Banking 服務之章則在相關情況下亦適用，故此適用於恒生個人 e-Banking 服務之章則將視為已包含在本細則內；及
- iii. 每項指示亦須受有關發售債券之章則規限，此等章則載於有關之發售文件內；及
- iv. 就提供買賣服務平台而言，倘若本細則與重要聲明及互聯網私隱政策聲明及適用於發售債券或與其有關之章則之間出現任何歧異，就買賣服務平台之目的而言，概以本細則為準；

20. 我 / 我們已細閱及明白貴行之責任:

- i. 貴行就提供買賣服務平台之內容及操作負全責。除發售文件乃由發行人承擔責任外，發行人或其代理並無及不得視為已對該平台之內容及操作給予認可，因此對有關內容及操作概不負責；及
- ii. 若我 / 我們因銷售過程有關債券交易而與貴行產生合資格爭議 ( 定義見有關金融糾紛調解計劃之金融糾紛調解之中心職權範圍 )，貴行將與我 / 我們進行金融糾紛調解計劃程序；然而，若我 / 我們對於有關債券之合約條款有任何爭議，應由發行人直接解決。貴行對發售文件之內容毋須承擔任何責任；及
- iii. 貴行並非我 / 我們之投資顧問，毋須就我 / 我們因使用買賣服務平台進行投資所蒙受之任何損失而負責；及
- iv. 貴行將採取合理之預防措施，為我 / 我們就使用買賣服務平台而向貴行提供之資料保密。然而，貴行獲授權向其就買賣服務平台而委任之任何人士或為履行其於本細則下之責任而披露其擁有與我 / 我們有關之任何資料；及
- v. 貴行獲授全權採取其認為適宜之步驟，以便能夠提供買賣服務平台，包括遵從任何政府或監管當局之任何法律、規例、命令、指令、通知或要求 ( 不論是否擁有法律效力 )，或遵從提供中央結算及交收設施之任何系統所要求貴行採取或不採取行動之規則及規例；及
- vi. 貴行毋須因任何理由 ( 包括但不限於任何電腦或電子系統或設備出現故障或錯誤 ) 延遲按我 / 我們之指示行事或部分完成或未能按我 / 我們之指示行事而令我 / 我們蒙受之任何損失、損害或開支承擔責任；

21. 我 / 我們明白本細則及買賣服務平台之內容備有中英文本。英文文本與中文譯本文義如有歧異，概以英文本為準；

22. (只適用於購買存款證)

我 / 我們已收悉及明白下述聲明內有關本存款證並非受保障存款，及不受香港之存款保障計劃保障。

存款保障計劃聲明

本存款證並非受保障存款，及不受香港的存款保障計劃保障。

**債券/存款證重點資料**

1. 我 / 我們已收到及細閱最新版本之有關銷售文件之用途及明瞭債券/存款證買賣服務資料單張、條款及細則、相關章程/銷售通函 /最終條款及其補充文件 (如適用)、本表格、有關我 / 我們有意認購之債券/存款證之本質、風險因素、條款及條件，以及申請手續，並同意受上述各項約束，及同意受到有關該等債券銷售文件章程及其不時修訂之版本所規限。  
我 / 我們知悉部份債券之條款表[如適用] 中印有二維碼供投資者下載債券銷售文件 (即債券及存款證買賣服務資料單張、相關章程[如適用]、銷售通函[如適用] 及補充文件[如適用] 的電子版。我 / 我們可選擇收取債券銷售文件之印刷本或透過債券條款表(如適用)中之二維碼自行下載債券銷售文件之電子版 [如適用]；
2. 我 / 我們已明瞭債券/存款證的產品特色：  
包括但不限於所投資之債券/存款證之發行人、年期/到期日、結算貨幣、票面息率、最低投資金額、有關銷售文件是否獲證監會認可等；
3. 我 / 我們已細閱及明白以下之提示：  
投資決定是由我 / 我們自行作出的，但我 / 我們不應投資在該債券/存款證，除非中介人於銷售該產品時已向我 / 我們解釋經考慮我 / 我們的財務情況、投資經驗及目標後，該債券/存款證是適合我 / 我們的；
4. 我 / 我們已明瞭有意認購的債券/存款證之發行人就部份銷售文件只提供英文文本，並願意接受該文本及已細閱、明白及同意其中所載的內容，尤其是債券/存款證本質、風險因素、條款及條件 (如適用)。
5. 我 / 我們明白如我 / 我們於是次投資交易的資金來源是從任何形式的信貸服務(例如申請貸款或借錢)取得，這存在一定風險，而從投資所招致的任何虧損可能會影響我 / 我們的還款能力。我 / 我們承認及確認我 / 我們已仔細考慮與此資金來源和投資安排有關之額外風險以及對我 / 我們的財政狀況可能造成之負面影響 (包括但不限於逾期或未能還款而導致之利息及/或相關費用、潛在損失可能有所增大)，並已因應此資金來源仔細考慮是次投資交易的合適性。

#### 條款及細則及客戶確認

我 / 我們確認：

23. 我 / 我們明白債券/存款證之格價可能會波動及會因應市場之情況不時改變。上述之價格為我 / 我們與貴行議訂的價格，但并不保證我 / 我們之指示可按上述價格執行。若此交易成功執行，交易詳情將顯示於客戶通知信上；
24. 我 / 我們明白在我 / 我們向貴行發出債券/存款證之購入指示后，貴行將會同時在我 / 我們於貴行開設之交收帳戶中凍結相等于購買價值之金額。如交易成功，貴行將於結算日當日從中扣除購買價值，如交易未能成功，凍結之金額將即時被解除（但不会获发利息），并不会扣除任何金額；
25. 我 / 我們明白債券/存款證將透過結算系統或貴行持有，意指我 / 我們將會依賴貴行，將透過結算系統或直接由貴行（視乎情況而定）記入或借出貴行之款額，存入我 / 我們於貴行開設之戶口，貴行透過結算系統或直接或以其他途徑接獲通知后，再向我 / 我們派發該等通知及將我 / 我們收到之通知轉達發行人或安排人（若安排人并非貴行）；
26. 我 / 我們明白於我 / 我們悉數支付所申請債券/存款證之購買價值予貴行前，貴行可按照我 / 我們與貴行所設立指定帳戶之運作條款及條件進行以下事項，而不影響貴行所享有之任何其他補償：
  - i. 根據我 / 我們與貴行開設之指定帳戶之運作條款及條件，就償還未支付購買價值向我 / 我們之債券/存款證增設擔保權益或以其他方式施加其他限制，借以防止我 / 我們轉讓或以其他方式出售債券/存款證；或
  - ii. 就我 / 我們於貴行設立之戶口內存有之款項行使留置權、抵銷權或類似申索，以取得我 / 我們結欠貴行之款項；或
  - iii. 就未支付之購買價收取利息；或
  - iv. 自我 / 我們債券/存款證之交收金額中扣除未支付之購買價值；
27. 我 / 我們明白貴行有權出售計入我 / 我們指定帳戶之任何債券/存款證，以取回未支付之購買款項或其他開支（包括利息成本）；
28. 我 / 我們授權貴行代我 / 我們預扣及/或支付與此債券/存款證之委託單相關之任何稅項，而相關之款項或可從我 / 我們上述指定戶口內扣取；
29. 我 / 我們明白、熟悉及接受使用貴行所提供投資服務及有關證券戶口適用之條款及條件；
30. 我 / 我們明白及知悉貴行會就貴行本身利益而言，作出必須或適宜取消執行此委託單，包括但不限於，依據任何監管規定及限制；

31. 经考虑我 / 我们之资产及负债状况、预计收入、资产之流动性、债券/存款证相对于我 / 我们所有金融资产之风险，我 / 我们认为我 / 我们 之总净资产足够承受及承担投资债券/存款证之风险和潜在亏损；
32. 我 / 我们明白贵行不能保证债券/存款证具流通性之第二市场，其转让性亦可能受限制。于流通性低之市场出售投资项目涉及之费用可能引起损失；
33. 我 / 我们明白贵行按其完全及绝对酌情权以真诚及商业上合理之方式厘定于任何时间是否已发生结算中断事件。倘贵行厘定已发生该结算中断事件而该事件亦导致贵行未能于原订债券/存款证交付日期交付到我 / 我们证券帐户，贵行将在贵行确认此购入指示该日起计不迟于 45 个香港营业日内 将债券/存款证交付予我 / 我们。我 / 我们理解并同意直到该债券/存款证交付到我 / 我们的证券账户前不会转让该债券/存款证；
34. 我 / 我们明白贵行以主事人身份出售债券/存款证予我 / 我们。若我 / 我们打算在债券/存款证未到期时出售经贵行购入的债券存款证时，贵行可在正常市场情况下，按市价进行有关交易。但基于市场变动，我 / 我们明白债券/存款证的卖出价可能高于或低于购买价值；
35. 我 / 我们知悉本条款所载条款受香港特别行政区法律所管辖，并按其诠释；
36. 我 / 我们确认及同意，在决定认购债券 / 存款证前，我 / 我们应在必要时取得适当的专业意见，贵行对场外交易的债券/存款证有执行控制权，并将确保公平定价和进行有关交易。
37. 我 / 我们确认及同意纵使贵行提供债券 / 存款证及 / 或就该等债券/存款证提供认购后之服务，贵行概不就任何此等债券/存款证之发行人及 / 或保证人之财政状况是否稳健负上责任；
38. 我 / 我们明白及同意除我 / 我们及贵行以外，并无其他人士有权按《合约（第三者权利）条例》强制执行本指示及我 / 我们之债券/存款证的任何条文，或享有本指示及我 / 我们之债券/存款证之任何条文下之利益；
39. 我 / 我们明白及同意贵行将可不时修改个别债券/存款证之相对风险程度，并且不会预先通知我 / 我们；及我 / 我们明白可向贵行职员查询个别债券/存款证之相对风险程度；及
40. 我 / 我们明白买卖服务平台或会出现突发异常状况，并受流动性、市场情况及其他因素所影响，或未能符合我 / 我们之预测；



41. 我 / 我们已细阅及明白买卖服务平台之管限条件 ( 本细则 ) :

- i. 采用买卖服务平台达成之交易及买卖, 须受本细则、贵行之重要声明及其互联网私隐政策声明、适用于证券户口之有关章则, 适用于港元结算户口之有关章则(视乎情况而定), 适用于人民币结算户口之有关章则(视乎情况而定), 以及贵行不时适用之所有其他章则 ( 包括于平台购入/卖出指示或平台其他地方所载列之章则 ) 规限。该等重要声明及互联网私隐政策声明及其他章则均全部适用, 犹如已明文表示其适用于买卖服务平台; 及
- ii. 恒生个人 e-Banking 服务之章则在相关情况下亦适用, 故此适用于恒生个人 e-Banking 服务之章则将视为已包含在本细则内; 及
- iii. 每项指示亦须受有关发售债券之章则规限, 此等章则载于有关之发售文件内; 及
- iv. 就提供买卖服务平台而言, 倘若本细则与重要声明及互联网私隐政策声明及适用于发售债券或与其有关之章则之间出现任何歧异, 就买卖服务平台之目的而言, 概以本细则为准;

42. 我 / 我们已细阅及明白贵行之责任:

- i. 贵行就提供买卖服务平台之内容及操作负全责。除发售文件乃由发行人承担责任外, 发行人或其代理并无及不得视为已对该平台之内容及操作给予认可, 因此对有关内容及操作概不负责; 及
- ii. 若我 / 我们因销售过程有关债券交易而与贵行产生资格争议 ( 定义见有关金融纠纷调解计划之金融纠纷调解之中心职权范围 ), 贵行将与我 / 我们进行金融纠纷调解计划程序; 然而, 若我 / 我们对于有关债券之合约条款有任何争议, 应由发行人直接解决。贵行对发售文件之内容毋须承担任何责任; 及
- iii. 贵行并非我 / 我们之投资顾问, 毋须就我 / 我们因使用买卖服务平台进行投资所蒙受之任何损失而负责; 及
- iv. 贵行将采取合理之预防措施, 为我 / 我们就使用买卖服务平台而向贵行提供之资料保密。然而, 贵行获授权向其就买卖服务平台而委任之任何人士或为履行其于本细则下之责任而披露其拥有与我 / 我们有关之任何资料; 及
- v. 贵行获授全权采取其认为适宜之步骤, 以便能够提供买卖服务平台, 包括遵从任何政府或监管当局之任何法律、规例、命令、指令、通知或要求 ( 不论是否拥有法律效力 ), 或遵从提供中央结算及交收设施之任何系统所要求贵行采取或不采取行动之规则及规例; 及
- vi. 贵行毋须因任何理由 ( 包括但不限于任何电脑或电子系统或设备出现故障或错误 ) 延迟按我 / 我们之指示行事或部分完成或未能按我 / 我们之指示行事而令我 / 我们蒙受之任何损失、损害或开支承担责任;

43. 我 / 我们明白本细则及买卖服务平台之内容备有中英文本。英文文本与中文译本文义如有歧异, 概以英文本为准;

44. (只适用于购买存款证)

我 / 我们已收悉及明白下述声明内有关本存款证并非受保障存款，及不受香港之存款保障计划保障。

存款保障计划声明

本存款证并非受保障存款，及不受香港的存款保障计划保障。

**债券/存款证重点资料**

1. 我 / 我们已收到及细阅最新版本之有关销售文件之用途及明了债券/存款证买卖服务资料单张、条款及细则、相关章程/销售通函 /最终条款及其补充文件（如适用）、本表格、有关我 / 我们有意认购之债券/存款证之本质、风险因素、条款及条件，以及申请手续，并同意上述各项约束，及同意受到有关该等债券销售文件章程及其不时修订之版本所规限。

我 / 我们知悉部份债券之条款表[如适用] 中印有二维码供投资者下载债券销售文件(即债券及存款证买卖服务资料单张、相关章程[如适用]、销售通函[如适用] 及补充文件[如适用] 的电子版，我 / 我们可选择收取债券销售文件之印刷本或透过债券条款表(如适用)中之二维码自行下载债券销售文件之电子版 [如适用]；

2. 我 / 我们已明了债券/存款证的产品特色：  
包括但不限于所投资之债券/存款证之发行人、年期/到期日、结算货币、票面息率、最低投资金额、有关销售文件是否获证监会认可等；
3. 我 / 我们已细阅及明白以下之提示：  
投资决定是由我 / 我们自行作出的，但我 / 我们不应投资在该债券/存款证，除非中介人于销售该产品时已向我 / 我们解释经考虑我 / 我们的财务情况、投资经验及目标后，该债券/存款证是适合我 / 我们的；
4. 我 / 我们已明了有意认购的债券/存款证之发行人就部份销售文件只提供英文文本，并愿意接受该文本及已细阅、明白及同意其中所载的内容，尤其是债券/存款证本质、风险因素、条款及条件（如适用）。
5. 我 / 我们明白如我 / 我们于是次投资交易的资金来源是从任何形式的信贷服务(例如申请贷款或借钱)取得，这存在一定风险，而从投资所招致的任何亏损可能会影响我 / 我们的还款能力。我 / 我们承认及确认我 / 我们已仔细考虑与此资金来源和投资安排有关之额外风险以及对我 / 我们的财政状况可能造成之负面影响（包括但不限于逾期或未能还款而导致之利息及/或相关费用、潜在损失可能有所增大），并已因应此资金来源仔细考虑是次投资交易的合适性。