

## **TERMS AND CONDITIONS FOR INVESTMENT DEPOSIT 投資存款的條款與細則**

These terms and conditions set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in any type of Investment Deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them carefully before agreeing to be bound by them.

此等條款與細則訂明了客戶與銀行之間有關客戶投資銀行不時提供及於此處訂明的任何類型投資存款的權利與義務。所有此等條款與細則具法律約束力。客戶應在同意受其約束前，仔細閱讀此等條款與細則。

### **PART I: GENERAL TERMS**

#### **第一部分：一般條款**

This Part I is applicable to all types of Investment Deposits. All transactions, settlements, clearances and dealings effected, conducted, carried out and entered into by the Customer with and through the Settlement Account shall be subject to and upon the terms and conditions of this Part I.

本第一部分適用於所有類型的投資存款。所有由客戶通過結算賬戶進行、執行、處理、完成及訂立的交易、結算、清算及往來，均須遵守本第一部分的條款與細則。

#### **1. Definitions and Interpretation 定義與詮釋**

##### **1.1 In this Part I, save where the context otherwise requires:-**

本第一部分中，除上下文另有規定外：

**"Application Form"** means the document (howsoever named) in a form (prepared by the Bank from time to time) setting out the terms, details and particulars of an intending transaction in respect of any Investment Deposit and constituting the Customer's application to the Bank for making the Investment Deposit as set out therein;

「申請表」指銀行不時編制使用任何名稱的文件，該文件載列有關任何投資存款擬進行交易之條款、資料及詳情，並構成客戶依該文件向銀行申請設定該投資存款；

**"Bank"** means Bank SinoPac, a licensed bank under the Banking Ordinance (Cap.155 of the Laws of Hong Kong) and registered under Part 16 of the Companies Ordinance (Cap. 622) and carrying on business in Hong Kong;

「銀行」指永豐銀行，一家《銀行業條例》(香港法律第 155 章) 項下的持牌銀行，並且根據《公司條例》(第 622 章)第 16 部分註冊在香港營業；

**"Business Day"** means a day (other than a Saturday or a Sunday) on which commercial banks in Hong Kong are generally open for business;

「營業日」指一般香港商業銀行營業之日(但不包括星期六或星期日)；

**"Confirmation"** means the document (howsoever named) issued or signed by the Bank setting out or incorporating the terms, details and particulars of the transaction in respect of any Investment Deposit and constituting the Bank's

confirmation of entering, execution and completion of the transaction in respect of the Investment Deposit pursuant to the Application Form and these Terms;

「**確認書**」指銀行發出或簽署之文件(不論使用任何名稱)，載列或納入任何投資存款交易之條款、資料及詳情，並構成銀行確認根據申請表及本條款訂立、執行及完成該投資存款的交易；

**"Customer"** means the person or persons placing any Investment Deposit;

「**客戶**」指存入任何投資存款之人士；

**"General Commercial Agreement"** means the General Commercial Agreement of the Bank, if any, executed by the Customer in favour of the Bank, as from time to time amended or supplemented;

「**總商業協議**」指客戶為銀行的利益訂立的不時經修訂或補充的銀行總商業協議(如有)；

**"GTC"** means the General Terms and Conditions for Accounts of the Bank (as from time to time amended or supplemented), which governs the operation and conduct of accounts and banking services of the Bank;

「**一般賬戶條款與細則**」指規管銀行賬戶的運作及銀行服務並不時修訂或補充的銀行賬戶一般條款與細則；

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

「**香港**」指中華人民共和國香港特別行政區；

**"Investment Deposit"** means any deposit placed with the Bank as an investment, linked or structured deposit where the payment or repayment of principal, interest, bonus, moneys, profits, return, distributions or other amounts will be calculated, determined or ascertained, in whole or in part, by reference, directly or indirectly to a single or a basket of equities, securities, indices, goods, commodities, currency exchange rate, interest rate, credit of a specified entity, or any other subjects, matters or things (as may be determined by the Bank) on such terms and conditions as may be specified in the relevant Supplemental Terms (as defined in Clause 2.2), and **"Investment Deposits"** shall be construed accordingly;

「**投資存款**」指存放於銀行作為投資之任何存款、掛鉤或結構性存款，其本金、利息、紅利、款項、利潤、回報、分配或其它款項之支付或償還，全部或部分將直接或間接參照單一或一籃子之股票、證券、指數、貨物、商品、貨幣匯率、利率、指定實體的借貸，或銀行可決定之其它標的或事項，按有關補充條款(於第 2.2 條給予定義)規定之條款及條件計算、決定或確定，「**投資存款**」的眾數亦作相應解釋；

**"Liabilities"** means all monies, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Customer to the Bank, its nominee, subsidiary or other associated company in connection with any Investment Deposit, Settlement Account or these Terms or for which the Customer may otherwise be or become liable to the Bank on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and

all other costs, charges and expenses incurred by the Bank, its nominee, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations;

「**負債**」指客戶因任何投資存款、結算賬戶或本條款，而對銀行、其受託人、附屬公司或其他聯繫公司所負有之一切款項、負債及義務(不論實際或或然、現時或將來、到期或未到期)，包括客戶可能以任何方式或貨幣(獨自或與他人共同、以任何名稱、方式或商號)向銀行承擔之責任，並包括由要求付款日起至實際付款日止之利息、法律費用及銀行、其受託人、附屬公司或其他聯繫公司因追討或嘗試追討該等款項、負債及義務而產生之所有其它成本、費用及支出；

**"Mandates"** means the Account Mandate for Investment Deposit (as from time to time amended or supplemented) executed by the Customer in favour of the Bank in relation to the operation and conduct of the Investment Deposit, and the Mandate for Limited Company Accounts, the Mandate for Sole Proprietorship Accounts, the Mandate for Partnership Accounts, the Mandate for Personal Accounts and the Mandate for Joint Accounts, as the case may be, executed by the Customer in favour of the Bank in relation to the operation of the bank account(s), as from time to time amended or supplemented;

「**授權書**」指客戶為投資存款運作及管理出具予銀行(並不時修訂或補充)的投資存款賬戶授權書，及(視情況而定)由客戶為銀行賬戶運作而簽署(並不時修訂或補充)的有限公司賬戶授權書、獨資賬戶授權書、合夥賬戶授權書、個人賬戶授權書及聯名賬戶授權書；

**"Maturity Date"** means the date specified as such in the Confirmation, subject to adjustments in accordance with these Terms;

「**到期日**」指確認書中訂明之日期，並按本條款作出調整；

**"Settlement Account"** means the bank account opened and maintained with the Bank which is nominated by the Customer for the purpose of any Investment Deposit, all transactions, settlements, clearances and dealings of any Investment Deposit and specified as such in the Confirmation;

「**結算賬戶**」指由客戶指定，於銀行開立及維持，為任何投資存款之交易、結算、清算及買賣使用，並於確認書中指明的賬戶；

**"these Terms"** means all the terms and conditions in this "Terms and Conditions for Investment Deposit" as from time to time amended or supplemented pursuant to Clause 18; and

「**本條款**」指本《投資存款條款與細則》中所有條款與細則，並根據第 18 條不時修訂或補充；

**"Trade Date"** means in relation to any Investment Deposit, the date on which a binding contract is entered into between the Bank and the Customer in respect of such Investment Deposit pursuant to Clause 3.2 and specified as such in the Confirmation.

「**交易日期**」指就任何投資存款而言，根據第 3.2 條，銀行與客戶就該投資存款訂立具約束力合約之日期，並於確認書中訂明。

## 1.2 In this Part I:- 本第一部分中：

"**disposition**" shall include any sale, assignment, transfer, exchange, waiver, compromise, release, dealing with or in or granting of any option, right or interest in whatever form and manner whatsoever and any agreement so to do and "**dispose**" shall be construed accordingly;

「處置」包括任何銷售、轉讓、移轉、交換、放棄、和解、解除、處理或授予任何選擇權、權利或利益(不論何種形式及方式)及任何有關的協議，「處置」的動詞亦相應解釋；

"**encumbrance**" shall include any mortgage, charge, pledge, lien, hypothecation, priority or security interest, preferential right, trust arrangement, third party rights or any other arrangement or agreement conferring security or priority of payment and any agreement of any of the same and "**encumber**" shall be construed accordingly; and

「產權負擔」包括任何抵押、押記、質押、留置權、不交抵押物抵押、優先權或擔保抵押權益、優先權、信託安排、第三方權利或任何其它提供擔保抵押或優先支付權的安排或協議及任何與此等事項有關之協議，「設定抵押」一詞亦相應解釋；

"**securities**" shall have the meaning ascribed thereto in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) from time to time.

「證券」具有《證券及期貨條例》(香港法例第 571 章)不時賦予的意義。

- 1.3 In this Part I, references to "Clauses", "Sub-Clauses" and "Schedules" are, unless otherwise stated, to clauses, sub-clauses of and schedules (if any) to this Part I.

本第一部分中，除另有說明外，「條款」、「子條款」及「附表」之提述均指本第一部分的條款、子條款及附表(如有)。

- 1.4 Clause headings have been inserted for convenience of reference only and shall not affect the construction of these Terms.

條款標題僅為便於引述而加入，並不影響本條款之詮釋。

- 1.5 Words and expressions importing the singular number only shall include the plural and vice versa and references to one gender shall include references to all other genders. Words importing person includes individual, association, company, bodies corporate, unincorporate and the partners of a named partnership.

單數詞及詞語應包括複數，反之亦然，且性別詞語應包括所有其他性別。詞語中「人士」包括個人、協會、公司、法人團體、非法人團體及具名合夥的合夥人。

- 1.6 Any reference to statutory provisions shall be construed as references to those provisions as the same may from time to time be replaced, amended, modified or re-enacted.

凡提述法定條文，應解釋為該等條文的不時被替換、修訂、修改或重訂者。

- 1.7 Any reference to these Terms and other documents referred to in these Terms shall be construed as references to these Terms or such other documents as the same may be amended or supplemented from time to time.

凡提述本條款及本條款所引述之其它文件，應解釋為可時不時被修訂或補充之本條款或該等其它文件。

- 1.8 The expressions the “Bank” and the “Customer” shall, where the context permits, include their respective successors, personal representatives and assigns.

「銀行」及「客戶」之表述，在語境許可下，應包括其各自的繼承人、個人代表及受讓人。

## 2. Scope 範圍

- 2.1 This Part I shall apply to and govern all the Investment Deposits.

本第一部分適用並管轄所有投資存款。

- 2.2 In addition to this Part I, the Bank may from time to time issue, in respect of each type of the Investment Deposits, terms and conditions (the “**Supplemental Terms**”) which will set out the methodology for determining the principal, interest, bonus, moneys, profits, return, distributions or other amounts payable or repayable to the Customer or other factors that apply to and govern the relevant type of Investment Deposits. Each set of the Supplemental Terms shall for all intent and purpose supplement and form a part of these Terms. Accordingly, any reference to “these Terms” shall be construed as reference to the terms and conditions set out in this Part I and in each set of the Supplemental Terms (as from time to time amended or supplemented).

除本第一部分外，銀行得不時就每類投資存款發出條款與細則(「**補充條款**」)，該等補充條款載列計算應付或應還付予客戶之本金、利息、紅利、款項、利潤、回報、分配或其它款項之方法，或適用於及管轄相關投資存款類別的其它因素。每組補充條款就所有目的而言，均為補充並成為本條款之一部份。因此，任何對「本條款」之提述，均應包括本第一部分以及每組補充條款(包括其不時修訂或補充)所載之條款與細則。

- 2.3 In respect of each Investment Deposit placed with the Bank, the Bank will send to the Customer the Confirmation setting out details such as the principal amount, interest rate, the Trade Date and the Maturity Date of the relevant Investment Deposit.

就每筆存入銀行之投資存款，銀行將向客戶發出確認書，載明相關投資存款之本金金額、利率、交易日期及到期日等詳情。

- 2.4 These Terms shall apply in addition to all other terms and conditions applicable to the Investment Deposits and/or to which the Customer is subject (the “**Other Terms**”) such as the GTC, the Mandates and the General Commercial Agreement, these Terms, the Other Terms and the Confirmation shall form the contract between the Customer and the Bank. The Customer agrees, accepts and acknowledges that in respect of each Investment Deposit entered into between the Bank and the Customer from time to time, such Investment Deposit shall be entered into upon and subject to, and the Customer shall be bound by all applicable rules, by-laws, regulations of the market, clearing system on or through which the Investment Deposit, or any transaction relating to the Investment Deposit is transacted, executed, cleared and settled (the “**Applicable Laws and Rules**”). In the event of any conflict or discrepancy,

these documentation and the Applicable Laws and Rules shall govern in the following order of prevalence subject to the Applicable Laws and Rules:-

除本條款外，尚適用所有其它關於投資存款及/或客戶受約束之條款與細則（「**其它條款**」），例如一般賬戶條款與細則、授權書及總商業協議。本條款、其它條款及確認書構成銀行與客戶間之合約。客戶同意、接受並承認，對銀行與客戶間不時訂立之每項投資存款，該投資存款須遵守並受限制於所有適用市場、結算系統，就投資存款或與投資存款相關交易進行、執行、結算及清算之規則、附例及規例（「**適用法律及規則**」），且客戶須受其約束。若有任何衝突或不一致，該等文件及適用法律及規則應依以下優先次序管轄，但以適用法律及規則為準：

- (a) the Confirmation;  
確認書；
- (b) the Application Form;  
申請表；
- (c) these Terms; and  
本條款；及
- (d) the Other Terms.  
其它條款。

### 3. Customer's instructions and orders 客戶的指示及下單

- 3.1 The Customer may from time to time place an order (through submission of the Application Form to the Bank) with the Bank for the placing of any Investment Deposit according to the terms quoted and determined by the Bank (as set out in the Application Form) in its sole and absolute discretion. The Bank is authorised, but is not obliged, to accept any order which is given by the Customer orally (whether in person or by telephone) or in writing (but without prejudice to the Bank's right to accept any order by any other means). An order (as set out in the Application Form) is irrevocable unless otherwise consented to by the Bank. The Bank shall have sole and absolute discretion whether to accept any order placed by the Customer without assigning any reason. The Bank has the right to accept any order from the Customer in such manner and on such terms as the Bank in its sole and absolute discretion thinks fit before confirmation by the Bank of its acceptance of such order and the Bank will endeavour to notify (whether orally, in writing or by other means) the Customer of the acceptance or non-acceptance of any order and to execute any accepted order as soon as practicable after such order is placed with the Bank.

客戶可透過向銀行提交申請表不時向銀行下單，根據銀行自行全權決定(並於申請表中列明)的條款，存入任何投資存款。銀行獲授權但無義務接受客戶以口頭(無論親身或電話)或書面方式(但不影響銀行以其它方式接受下單之權利)發出的任何下單。除非銀行另行同意，下單(如申請表載列)為不可撤銷。銀行具有全權酌情權決定是否接受客戶的下單而無需說明理由。銀行於確認接受該等下單前，具有全權酌情權決定接受下單的方式及條款。銀行將盡力在客戶下單後盡快通知(無論口頭、書面或其它方式)客戶的下單是否被接受，並盡快執行已接受之下單。

- 3.2 Upon the acceptance or confirmation by the Bank of any order received from the Customer or any transaction for any Investment Deposit, a binding and irrevocable contract as between the Bank and the Customer shall be

constituted whereby the Customer shall be bound to place such Investment Deposit on the terms (as set out in the Confirmation) agreed, irrespective of the receipt or non-receipt of any written confirmation by the Customer. If the Customer fails to place such Investment Deposit, the Customer will be liable for the Bank's costs and losses, including but not limited to the cost of unwinding hedging positions taken by the Bank to cover such Investment Deposit.

銀行一旦接受或確認客戶發出的任何下單或任何投資存款交易，即構成銀行與客戶間具約束力且不可撤銷之合約，客戶須按確認書所訂條款存入該等投資存款，無論客戶是否收到任何確認書。如客戶未能存入該投資存款，客戶須承擔銀行所有的成本及損失，包括但不限於銀行為對沖該投資存款而進行對沖操作所產生之解約成本。

- 3.3 The Customer consents to and authorises the Bank to record any telephone conversations between the Customer and the Bank in writing and/or by tape-recording on a centralised system operated by the Bank and/or other means, and the Bank's records shall be conclusive and binding on the Customer in the absence of manifest error. The Bank may dispose of any such written or other records and erase such record after the expiration of such period as the Bank may determine.

客戶同意並授權銀行以書面及/或錄音方式於銀行使用之中央系統及/或其它方式記錄銀行與客戶間之電話通話，且銀行之記錄除明顯錯誤外，對客戶乃終局性的及具約束力。銀行得於銀行認為合適期限屆滿後，處置該等書面或其它紀錄及刪除紀錄。

- 3.4 The Bank shall not be liable for any loss or damage whatsoever and howsoever arising which the Customer may suffer or incur arising out of, in connection with or in relation to the Bank's not taking any instruction or not accepting any order from the Customer. The Bank shall have the absolute discretion to take any instruction or accept any order from the Customer at such time as the Bank shall in its absolute discretion think fit.

銀行對客戶由於銀行未採納任何指示或未接受任何下單而可能遭受或產生之任何損失或損害，概不負責。銀行有絕對酌情權決定於其認為合適之時間採納任何指示或接受任何下單。

- 3.5 The Bank shall be entitled to rely on any instructions, directions, notices or other communication given or purported to be given by the Customer or any one of its authorised persons as specified to the Bank from time to time and the Customer shall be bound by all such communications. The Customer agrees to indemnify the Bank and hold the Bank harmless from and against all losses, costs and expenses (including legal costs on full indemnity basis) suffered or incurred by the Bank in reliance thereupon.

銀行有權依賴客戶或其任何指定之授權人士不時向銀行發出或聲稱發出之指示、指引、通知或其它通訊，客戶須受該等通訊約束。客戶同意賠償銀行並使銀行免受其因依賴該等通訊而蒙受或產生之所有損失、成本及費用(包括按全額賠償基礎計算之法律費用)。

#### 4. Investment Deposits 投資存款

- 4.1 Any Investment Deposit may be made in such currencies and in such amount as the Bank may in its sole and absolute discretion allow, and specified as such in the Confirmation.

任何投資存款可按銀行全權酌情決定之幣種及金額進行，並於確認書中訂明。

- 4.2 In relation to each Investment Deposit, the Customer shall, at or before the time a binding contract is formed between the Customer and the Bank, maintain in the Settlement Account an amount at least equal to the deposit amount and such other amounts as agreed between the Bank and the Customer to be payable by the Customer under these Terms. The Customer hereby authorises the Bank to debit from the Settlement Account all such amounts on or after the Trade Date for effecting payment of the same.

就每筆投資存款，客戶須於銀行與客戶訂立具約束力合約之當時或之前，於結算賬戶內維持不少於存款金額及銀行與客戶雙方同意客戶根據本條款應支付之其它款項的金額。客戶於此授權銀行於交易日期起可從結算賬戶扣除所有該等款項以作出支付。

- 4.3 Subject to the adjustments to be made in accordance with these Terms, any Investment Deposit is to be placed for such deposit period as the Bank may in its sole and absolute discretion agree and recorded as such in the Confirmation.

除本條款另有規定之調整外，投資存款之存款期可由銀行全權酌情決定並予以同意，並於確認書中記錄。

- 4.4 No Investment Deposit can or will be automatically renewed upon its maturity. A separate order has to be placed by the Customer and the terms of the relevant Investment Deposit have to be agreed between the Bank and the Customer.

投資存款到期後，不會自動續期。客戶須另行下單，並須與銀行協議相關投資存款之條款。

#### 5. Early Withdrawal 提前提款

- 5.1 No Investment Deposit may be withdrawn or repaid prior to the Maturity Date except with the written consent of the Bank which may be subject to such conditions as the Bank, in its absolute discretion, deems fit. Such conditions may have the effect of changing the redemption currency or assets deliverable to the Customer, reducing the amount of interest, bonus, moneys, profits, return, distributions or other amounts payable, or principal repayable to the Customer.

除非經銀行書面同意，且該同意可附帶銀行全權酌情認為合適之條件，任何投資存款於到期日前不得提取或償還。該等條件可能導致兌付貨幣或交付予客戶之資產有所更改，減少應付予客戶之利息、紅利、款項、利潤、回報、分配或其它金額，或減少應付予客戶之本金。

- 5.2 If any Investment Deposit prior to its maturity becomes repayable by reason of death or bankruptcy (in the case of an individual), liquidation or winding up (in the case of a company) of the Customer or any other reason, and such repayment is demanded and approved by the Bank:-



若任何投資存款於到期日前因客戶死亡或破產(如客戶為個人)、清盤或清算(如客戶為公司)或任何其它原因而須償還，且該償還經索付及得到銀行批准，則：

- (a) the Bank may reduce any principal, interest, bonus or premium which would otherwise be payable to the Customer;  
銀行可減少本應支付予客戶之任何本金、利息、紅利或溢價；
- (b) the amount repayable to the Customer shall be reduced by an amount equal to all fees, costs, expenses, losses and damages charged, suffered or incurred by the Bank arising out of, in connection with or in relation to such early repayment; and  
償還予客戶之金額須扣減銀行因該提前償還所產生或相關之所有費用、成本、開支、損失及損害賠償；
- (c) the Bank may change the underlying currencies or assets of the Investment Deposit deliverable to the Customer.  
銀行可更改交付予客戶之投資存款所涉之標的貨幣或資產。

5.3 The Bank shall have the discretion to terminate or cancel any Investment Deposit or any part thereof prior to its maturity if it determines, in its sole and absolute discretion, that it is necessary or appropriate to protect any right and interest of the Bank or the Customer (where any event specified in Clause 14.1, or any other event which has an effect analogous to any such event, occurs in respect of the Customer), to combine accounts or set-off any liabilities of the Bank to the Customer. In such case, the Bank will repay to the Customer such Investment Deposit for such amount as the Bank shall determine to be fair and reasonable in all the circumstances provided that :-  
若銀行全權酌情認為有必要或合適，以保障銀行或客戶之權益(包括但不限於當客戶發生條款 14.1 所列之事件或任何具有類似影響之事件)，銀行得於投資存款到期前終止或取消全部或部分投資存款。銀行得就合併賬戶或抵銷銀行對客戶之任何負債採取行動。在此情況下，銀行將按其認為在所有情況下公平合理之金額，向客戶償還該等投資存款，但須符合以下條件：

- (a) the amount repayable shall be reduced by an amount equal to all fees, costs, expenses, losses and damages charged, suffered or incurred by the Bank arising out of, in connection with or in relation to such early repayment; and  
償還金額將扣減相等於銀行因該提前償還所產生或相關之所有費用、成本、開支、損失及損害賠償；
- (b) the Bank may change the underlying currencies or assets of the Investment Deposit deliverable to the Customer.  
銀行可更改交付予客戶之投資存款所涉之標的貨幣或資產。

## 6. Confirmation 確認

6.1 On or within 7 Business Days after the day on which the Bank and the Customer have agreed on any Investment Deposit, the Bank will give the Confirmation to the Customer, whether in person, by post or any other methods as the Bank shall deem fit. In respect of any Investment Deposit, the Bank may (but is not obliged) require the Customer to sign on the Confirmation and/or return to the Bank a duplicate of the Confirmation duly

signed by the Customer. Notwithstanding the aforesaid, the validity of the contract as constituted between the Bank and the Customer in respect of such Investment Deposit shall not be prejudiced by the receipt or non-receipt of the Confirmation by the Customer, the signing or non-signing of the Confirmation by the Customer, or the receipt or non-receipt of the signed duplicate of the Confirmation by the Bank.

銀行與客戶就任何投資存款達成協議當日或於其後 7 個營業日內，銀行將以親身交付、郵寄或銀行認為合適的其它方式，向客戶發出確認書。就任何投資存款，銀行可(但無義務)要求客戶簽署確認書及 / 或將經客戶簽署的確認書副本交還銀行。儘管有上述規定，銀行與客戶就該等投資存款所構成的合約之效力，不會因客戶是否收到確認書、客戶是否簽署確認書、或銀行是否收到簽署確認書的副本而受影響。

- 6.2 The Confirmation shall not constitute any evidence of title of any Investment Deposit and shall not be negotiable or transferable.

確認書不構成任何投資存款的所有權證明，且不可流通或轉讓。

- 6.3 The Customer shall upon receipt of the Confirmation examine the Confirmation and to give immediate notice to the Bank if the Customer considers that any detail stated therein is incorrect in any respect. If the Bank does not receive any notice from the Customer within 90 days after the issue of the Confirmation, the Customer shall be deemed to have accepted all the transaction details therein contained as true and accurate in all respects.

客戶於收到確認書後，應檢視確認書內容，若客戶認為其中任何細節有任何不正確之處，應立即通知銀行。如銀行於確認書發出後 90 天內未收到客戶之通知，則視為客戶已接受確認書內所載之所有交易細節均為真實且準確。

## 7. Payment 付款

- 7.1 All sums payable to the Customer in respect of any Investment Deposit will be paid subject to any deduction or withholding in respect of tax or otherwise required to be made by law.

凡因任何投資存款應付予客戶之所有款項，均須依法進行稅款或其它應扣除或預扣之款項的扣除。

- 7.2 All sums payable to the Customer in respect of any Investment Deposit will be payable only at the Bank in Hong Kong where such Investment Deposit is made notwithstanding that such Investment Deposit is made, or any sum is to be paid, in a foreign currency.

凡因任何投資存款應付予客戶之所有款項，該投資存款僅於銀行在香港存款及付款，儘管該投資存款或應支付之幣種為外幣。

## 8. Fees 費用

- 8.1 The Bank reserves the right to impose service fees, facility fees and /or other charges from time to time as the Bank in its absolute discretion thinks fit. The Bank will give reasonable notice to the Customer of any fees or charges imposed (or of any changes to such fees or charges). Such fees will not apply in respect of any Investment Deposit already placed with the Bank during the term of such Investment Deposit.

銀行保留權利不時按其全權酌情決定徵收服務費、設施費及 / 或其它收費。銀行將合理地提前通知客戶有關所徵收之費用(或該等費用之任何變動)。該等費用不適用於在該投資存款期已於銀行存入之任何投資存款。

8.2 Time is of the essence in respect of any payment to be made by the Customer under these Terms.

客戶根據本條款所作出的任何付款，準時付款乃至為重要。

9. Calculations and Determinations 計算及決定

9.1 All rates, fixings, values, calculations and all other matters required to be ascertained or established in respect of or in relation to any Investment Deposit shall be conclusively determined by the Bank and shall be binding on the Customer, save and except for manifest error.

凡涉及或與任何投資存款有關之所有利率、定價、價值、計算及其它需確定或認定之事項，均由銀行最終決定，並對客戶具約束力，但有明顯錯誤除外。

9.2 Where an exchange rate is to be determined by the Bank at a particular time, or during a particular period, such determination shall be made by the Bank in accordance with generally accepted practices in the relevant foreign exchange market, and each such determination shall be conclusive and binding in the absence of manifest error.

若兌換率須由銀行於特定時間或期間內決定，該決定應依相關外匯市場普遍接受之慣例作出，並在無明顯錯誤的情況下，該決定為終局性的且具約束力。

10. Business Day 營業日

10.1 If any payment, calculation or determination to be made or other action to be taken under these Terms by the Bank and/or the Customer would otherwise fall on or by reference to a day which is not a Business Day, then unless otherwise specified in these Terms or in the Confirmation, it shall be postponed until or by reference to (where applicable) the first following day that is a Business Day.

若根據本條款，銀行及 / 或客戶需作出之任何付款、計算、決定或其它行動，其時點或參考日正值非營業日，則除本條款或確認書另有規定外，該行動應延期至或參考下一個營業日(若適用)。

11. Information 資訊

11.1 The Bank may make available to the Customer various information including indicative price of securities, currency exchange rates, commentaries or otherwise. Such information shall be provided for the Customer's reference only.

銀行可向客戶提供各類資訊，包括證券的指示性價格、貨幣匯率、評論或其它資料。此等資訊僅供客戶參考。

11.2 The Customer understands that the Bank does not assume any responsibility for the completeness or timeliness of any information provided. The Bank shall not be responsible for any decision made by the Customer, or any action or omission by the Customer, arising out of, in connection with or in relation to any

information provided by the Bank for the Customer's reference only nor shall the Bank be liable for any loss or damages incurred or suffered by the Customer occasioned by or incidental to any of such decisions, acts or omissions on the part of the Customer.

客戶明白銀行對所提供資訊的完整性或時效性不承擔任何責任。銀行不對客戶基於該等僅供參考之資訊所作出的任何決定、採取的任何行動或未採取的任何作為負責，亦不就因此等決定、行為或疏忽而令客戶蒙受或遭受的任何損失或損害承擔責任。

## 12. Representation, Warranties and Undertakings 陳述、保證及承諾

### 12.1 The Customer represents, warrants and undertakes to the Bank that:-

客戶向銀行陳述、保證及承諾如下：

- (a) the Customer, if an individual, is at least 18 years old and not a U.S. citizen or resident;  
若客戶為個人，已年滿十八歲且非美國公民或居民；
- (b) the Customer, if a company, is duly incorporated under the laws of the place of its incorporation and is validly existing and in good standing;  
若客戶為公司，已依其註冊地法律正式成立，且合法存續及狀況良好；
- (c) the Customer is not a U.S. person (as defined in Regulation S of the Securities Act of 1933 under the laws of the United States of America), and shall not place or hold the Investment Deposit beneficially owned by or for a U.S. person or in violation of any applicable law;  
客戶並非美國人(定義見美國 1933 年《證券法》規則 S)，且不會以任何適用法律禁止的方式為美國人利益持有或存放投資存款；
- (d) the Customer is dealing with each Investment Deposit as a principal on the Customer's own behalf and not as trustee or agent;  
客戶作為投資存款之實益擁有者，並以自身身份作為主體交易，非受託人或代理人；
- (e) the Customer has full power, capacity and authority to enter into agreement constituted by these Terms or place any Investment Deposit and to exercise the Customer's rights and perform the Customer's obligations under these Terms, and has obtained all authorisations and consents necessary for the Customer to do so, and such authorisations and consents are in full force and effect and these Terms are legal, valid, binding and enforceable on the Customer in accordance with its terms;  
客戶具備充分權力、能力及授權訂立本條款所構成之協議或下達任何投資存款指示，行使權利及履行本條款下義務，且已取得所有必要的授權及同意以行事，該等授權及同意依然有效，本條款對客戶乃合法、有效、具約束力及可執行；
- (f) none of the events specified in Clause 14.1 exists or occurs;  
第 14.1 條所列之任何事件不存在或沒有發生；
- (g) the Customer shall not dispose of or encumber any Investment Deposit or any part thereof except in favour of the Bank;  
客戶不得處分任何投資存款或其部分、不得於任何投資存款或其部分設定擔保，惟為銀行利益者除外；
- (h) all the information, representations and warranties provided in the Mandates and given or made by the Customer are complete, true and

accurate at all times, and the Bank may rely on such information, representations and warranties until the Bank has received written notice from the Customer of any changes therein;

客戶於任何時候於授權書所提供及作出的所有資訊、陳述及保證均為完整、真實及準確，銀行可持續信賴該等資訊、陳述及保證，直至收到客戶對變更事項之書面通知；

- (i) the Customer has disclosed and declared to the Bank all the necessary information and documents which may affect the Bank's decision as to whether to accept any order placed by the Customer for any Investment Deposit; and

客戶已向銀行披露及申報所有可能影響銀行是否接受客戶下達投資存款指示的必要資訊及文件；

- (j) the Customer has read all the terms of these Terms and understands them fully, it has adequate financial expertise and resources to comply with such terms, and there is commercial justification for the Customer in entering into the Investment Deposit with the Bank.

客戶已閱讀並充分理解本條款所有內容，具備足夠財務專業知識及資源以遵守該等條款，且有商業理由與銀行訂立本投資存款。

- 12.2 The Customer shall forthwith notify and make known to the Bank in writing of any changes in the information, representations and warranties provided in the Mandates, and provided, given or made by the Customer pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Investment Deposit and the Settlement Account. The Bank shall reserve the right to decide whether to accept an Investment Deposit pursuant to these Terms after considering the change to such information, representations and warranties.

客戶應立即書面通知銀行，告知其於授權書中及根據本條款或根據本條款訂立或與投資存款及結算賬戶相關之任何協議所提供、作出或申報之資訊、陳述及保證的任何變更。銀行保留在考慮該等資訊、陳述及保證之變更後，決定是否接受根據本條款的投資存款之權利。

- 12.3 The Customer undertakes to the Bank to do or execute any act, deed, document or thing which the Bank requires the Customer to do being in the reasonable opinion of the Bank necessary or desirable in connection with the implementation and enforcement of these Terms.

客戶承諾按銀行之合理意見，配合銀行實施及執行本條款，完成銀行要求客戶進行的任何行為、契約、文件或事項。

### 13. Disclaimers 免責聲明

- 13.1 The Customer acknowledges, confirms and agrees that:-

客戶承認、確認並同意： -

- (a) the Customer understands the nature and suitability for the Customer's purposes of the type of transactions to be made under each Investment Deposit and the risks involved in them (including without limitation the risks disclosed in these Terms or in any relevant term sheet issued by the Bank), and that the Customer has sufficient knowledge, experience and professional advice to evaluate the merits and risks involved in and assess the suitability of such transactions;

客戶了解於每筆投資存款項下所進行交易的性質及其是否適合客戶的用途，及其所涉及的風險(包括但不限於本條款或銀行發出的任何相關條款表中披露的風險)，且客戶具備足夠的知識、經驗及專業意見，以評估該等交易的優點和風險及評估其適用性；

- (b) the Customer shall enter into transaction of each Investment Deposit in reliance only on the Customer's own independent judgment and not rely on any communication, information or views whatsoever from the Bank, any of its related companies or their respective officers, employees or agents as a recommendation or as investment advice as to whether to place any Investment Deposit, the likely future share, currency and market movements or the benefits or risks involved in such transactions or otherwise; and

客戶將僅依賴自身獨立判斷進行每筆投資存款交易，且不會將銀行、其任何關聯公司或其各自的職員、僱員或代理人的任何溝通、資訊或意見視為就是否作出任何投資存款建議或投資意見，也不會將其視為有關未來股份、貨幣及市場走勢的預測，或該交易涉及的利益或風險的推薦或建議；及

- (c) in relation to each Investment Deposit placed by the Customer with the Bank, the Bank is not acting as an adviser to, or in a fiduciary capacity in respect of, the Customer, and the Bank has not made or given any representation, warranty, guarantee or other assurance on or as to the actual or potential return on investment (whether in relation to the nature, amount or otherwise) in respect of such Investment Deposit.

就客戶與銀行所作出的每筆投資存款而言，銀行並非以顧問或受信人身份為客戶服務，且銀行並未就該投資存款的實際或潛在投資回報(無論是性質、數額或其它方面)作出或提供任何陳述、保證、擔保或其它保證。

#### 14. Suspension of obligations 義務暫停

- 14.1 If (a) the Customer has become incapacitated, insolvent or generally suspended payment of debts when the same become due, or (b) (in the case of an individual) a bankruptcy petition or other similar process is presented against the Customer, or (c) (in the case of a company) a winding-up petition or other similar process is presented against the Customer or a resolution is passed to effect the same, or (d) an encumbrancer takes possession of or a receiver, liquidator, provisional liquidator, trustee, administrator or other analogous officer is appointed over the Customer's assets or a distress execution attachment or other legal process is levied or enforced upon all or any of the Customer's assets and is not discharged within 7 days or the Customer enters into composition or arrangement with the Customer's creditors or makes a general assignment for the benefit of the Customer's creditors, or (e) the Customer defaults in payment or performance of any obligation under any agreement to which the Customer is a party (whether or not the Bank is one of the other parties), or (f) the Bank determines in good faith that there has been a material adverse change in the Customer's circumstances, business, financial condition, legal status or capacity, or (g) the Customer defaults in or fails to honour or satisfy the payment or any other obligations under these Terms, or (h) any representation or warranty made by the Customer is untrue or inaccurate in any respect when made or in any respect when repeated or deemed to be repeated pursuant to these Terms by reference to the

circumstances then existing, then the Bank may, without prejudice to Clause 5.2, in its election and without any liability to the Bank, suspend all or any its obligation to perform under these Terms for such period of time as it may deem necessary and/or terminate or cancel any Investment Deposit in accordance with Clause 5.3.

如果 (a) 客戶在債務到期時已喪失償付能力、破產或普遍停止償還債務，或 (b) (如客戶為個人)客戶被呈請破產或其它類似程序，或 (c) (如客戶為公司)客戶被呈請清盤或其它類似程序、或通過決議實施清盤，或 (d) 擔保權人接管或委任管理人、清盤人、臨時清盤人、受託人、管理人或其他類似職務人員對客戶資產行使管理權，或對客戶全部或任何資產實施留置令、執行令、扣押或其它法律程序，且在 7 天內未解除，或客戶與債權人達成和解或安排，或為債權人利益作出一般轉讓，或 (e) 客戶未能依任何客戶為一方的協議(不論銀行是否其他一方)履行付款或其它義務，或 (f) 銀行善意認定客戶的情況、業務、財務狀況、法律地位或能力出現重大不利變化，或 (g) 客戶未能履行或未按本條款支付款項或履行任何其它義務，或 (h) 客戶所作的任何陳述或保證在作出時或根據本條款因應當時情況而重述或視為重述時，在任何方面不真實或不準確，則銀行可在不損害第 5.2 條之情況下，酌情決定且不承擔任何責任，暫停履行本條款下全部或任何義務，期限由銀行自行認定及 / 或根據第 5.3 條終止或取消任何投資存款。

## 15. Joint and Several Liability 共同及各別責任

### 15.1 Where the Customer comprises two or more persons:-

若客戶由兩人或以上組成： -

- (a) references to the Customer shall be deemed to include each such person (a “**Joint Customer**”) individually and the obligations and liabilities of the Joint Customer under these Terms shall be joint and several;  
「客戶」一詞應視為包括該等每一人士(「**聯名客戶**」) 的每一人，而聯名客戶於本條款下的義務及責任為共同及各別的；
- (b) any act or omission of any Joint Customer shall be deemed the act or omission of all the Joint Customers;  
任何一名聯名客戶的行為或疏忽，均視為所有聯名客戶的行為或疏忽；
- (c) the Bank may act on the instructions of any Joint Customer acting singly but each of the Joint Customers shall be jointly and severally liable to the Bank with the other Joint Customers for any obligation or liability incurred by any of them to the Bank in connection with any Investment Deposit or otherwise under or in connection with these Terms;  
銀行可根據任何一名單獨行事的聯名客戶的指示行事，但每名聯名客戶須就任何由其或其他聯名客戶就任何投資存款或根據本條款涉及銀行的義務或責任，對銀行承擔共同及各別責任；
- (d) the Bank shall be at liberty to release or discharge any Joint Customer from his liability under these Terms or to accept any composition from or make other arrangements with any Joint Customer without releasing or discharging the other or other Joint Customers or otherwise prejudicing or affecting the rights and remedies of the Bank against the other or other Joint Customers, and none of them shall be released or discharged by the death of any one of them;

銀行有權釋放或解除任何聯名客戶在本條款下的責任，或接受任何聯名客戶的和解或作其它安排，而毋須釋放或解除其他一名或多名聯名客戶的責任，且不會以任何方式損害或影響銀行對其他聯名客戶的權利及濟助，且任何聯名客戶之死亡均不會使其他聯名客戶被釋放或解除責任；

- (e) any communication required to be made to the Customer (other than any notice given under Clauses 8 and 18) may be sent to the last known address of any one or more of the Joint Customers;

凡須向客戶發出的任何通知(第 8 及 18 條所述通知除外)，可發至任何一名或多名聯名客戶的最後已知地址；

- (f) any notice to the Customer under these Terms (other than any notice given under Clauses 8 and 18) shall be validly served if served on any one of the Joint Customers; and

凡根據本條款向客戶發出的通知(第 8 及 18 條所述通知除外)，若送達任何一名聯名客戶，即屬有效送達；及

- (g) these Terms shall not be affected by the death, incapacity or dissolution of any Joint Customers.

本條款不會因任何聯名客戶之死亡、喪失行為能力或解散而減損。

- 15.2 If the Customer is a firm, these Terms shall be deemed to be binding on all persons from time to time carrying on business in the name of or in succession to the firm and any change in the constitution of the firm whether by death, retirement or admission of partner or otherwise shall not in any way affect, invalidate or discharge the obligations and liabilities of such persons.

若客戶為合夥公司，本條款應視為對不時以該合夥公司名義或繼承該合夥公司經營業務的所有人士具約束力，且合夥公司成員的變動，不論因死亡、退夥、加入合夥人或其它原因，均不會以任何方式影響、使該等人士的義務及責任失效或解除。

## 16. Assignment 轉讓

- 16.1 The Customer shall not assign or novate any of its rights or liabilities under these Terms.

客戶不得轉讓或變更其在本條款下的任何權利或責任。

- 16.2 The Bank may at any time and in any circumstance that the Bank in its sole and absolute discretion deems fit (including by way of example, but in no way restrictive, the consolidation, amalgamation or merger of the Bank with or into another entity or person), without any notice to or consent of the Customer, assign, novate or transfer the whole or any part of its rights, benefits, liabilities and/or obligations under these Terms to any person. For the avoidance of doubt, any of such assignment, novation or transfer shall not affect the provisions of these Terms and the terms of the executed contract as between the Bank and the Customer in relation to the relevant Investment Deposit. The Bank shall have the right to disclose to any assignee, novatee, transferee, potential assignee, or to any other person with whom the Bank has entered into or may propose to enter into contractual relations in relation to these Terms such information about the Customer as the Bank shall consider appropriate. 銀行可於其全權酌情認為合適之任何時間及情況下(包括但不限於：例如銀行與另一實體或人士合併、聯合或歸並)，毋須向客戶發出任何通知或取得客戶



同意，將其在本條款下全部或部分的權利、利益、責任及 / 或義務轉讓、變更或轉移予任何人士。為免生疑問，該等轉讓、變更或轉移不會影響銀行與客戶之間就有關投資存款所訂立合約之條文及本條款的規定。銀行有權向任何受讓人、轉承人、轉讓人、潛在受讓人，或任何與銀行就本條款已訂立或擬訂立合約關係之人士披露銀行認為適當的有關客戶的資料。

## 17. Notices 通知

- 17.1 Any communications or notices required or permitted to be given by or on behalf of the Bank to the Customer may be given in writing and sent by mail (with postage prepaid) or facsimile or personal delivery addressed to the Customer at the last known mailing address or facsimile number on record with the Bank for the purpose of the relevant Investment Deposit, and shall be deemed to have been received by the Customer, if sent by letter, 2 days after posting if mailed to an address in Hong Kong or 5 days after posting if mailed to an address elsewhere; and if sent by facsimile or personal delivery, when dispatched.

任何由銀行或代表銀行向客戶發出之通知或通訊，均可採用書面形式，並以郵寄(郵資已付)、傳真或親身送達方式寄往銀行就有關投資存款紀錄中客戶的最後已知郵寄地址或傳真號碼，若以郵寄方式寄往香港地址，應於寄出後第2日視為已送達，若寄往其它地區地址，則於寄出後第5日視為已送達；若以傳真或親身送達，則於發出時視為已送達。

- 17.2 Any communications or notices from the Customer to the Bank shall be irrevocable and ineffective until actually received.

任何由客戶向銀行發出的通知或通訊，在銀行實際收到前，均為不可撤銷且無效。

## 18. Amendment 修改

- 18.1 The Bank shall notify the Customer promptly in writing of any amendments made to these Terms or any agreement or terms and conditions entered into pursuant to these Terms or relating to the Investment Deposit. The Bank may in its sole discretion amend, delete or substitute any of the terms or conditions under these Terms or add new terms to these Terms by sending to the Customer a notice setting out such amendment, deletion, substitution or addition at least 90 days prior to such amendment taking effect (unless any change is not within the Bank's control) and such amendment shall (save as aforesaid) be deemed incorporated in and shall form part of these Terms or the respective terms and conditions (as appropriate).

銀行應及時以書面形式通知客戶有關對本條款或根據本條款所訂立的任何協議或條款細則或與投資存款有關之任何修改。銀行可以書面通知客戶方式，於該等修改生效前至少 90 天(除非該等更改非銀行可控制範圍內)全權酌情作出對本條款之任何條款的修改、刪除或替代，或新增條款。該等修改(除前述情況外)將視為納入並構成本條款或相關條款細則(視情況而定)的一部分。

## 19. Customer Authorisation 客戶授權

- 19.1 If the Customer is obliged to pay an amount of cash in any currency or deliver any securities under these Terms, the Customer hereby authorises the Bank to make such payment or delivery from monies, currencies or securities credited to the accounts of the Customer held with the Bank in satisfaction of such obligations.

若客戶根據本條款須以任何貨幣支付現金金額或交付任何證券，客戶特此授權銀行可從客戶於銀行賬戶內之款項、貨幣或證券結餘中作出該項支付或交付，以履行該等義務。

- 19.2 If the Investment Deposit and/or the instruction of the Customer requiring or involving an exchange into or from one currency to another currency, the costs thereof and any profit or loss arising as a result of a fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Customer. The Bank may convert moneys in the Settlement Account into and from any currency at such rate of exchange as the Bank shall in its sole discretion determine as being the then prevailing money market rate. Such conversion may be made for the purpose of any transaction or for the calculation of any debit balance due from the Customer or credit balance owed to the Customer.

如投資存款及 / 或客戶的指示涉及從一種貨幣兌換成另一種貨幣，相關產生的成本及因相關貨幣匯率波動所引致的任何盈虧，均由客戶全部承擔。銀行可按照其全權酌情認定的當時市場匯率，將結算賬戶中的款項兌換成任何貨幣或將任何貨幣兌換回結算賬戶的貨幣。該等兌換可用於任何交易的用途，或用於計算客戶所欠的借記餘額或銀行應付予客戶的貸記餘額。

## 20. Use of Customer Information 客戶資料的使用

- 20.1 The Bank will keep information relating to the Investment Deposit and Settlement Account confidential, but is authorised to conduct credit enquiries on the Customer to verify the information provided and may provide any such information to (a) its auditors, legal advisers, brokers or dealers instructed by the Bank on behalf of the Customer, (b) the Hong Kong regulators or any other regulatory authority to comply with their requirements or requests for information and (c) any of the Bank's branches or associates or any group company of the Bank. The Bank shall not be liable in any way to the Customer for any disclosure made pursuant to this Clause 20.1.

銀行將對與投資存款及結算賬戶有關的資料保密，但獲授權進行信用查詢以核實客戶所提供的資料，且可將該等資料提供予 (a) 由銀行代表客戶委託的核數師、法律顧問、經紀或交易商，(b) 香港監管機構或任何其他監管機構，以遵從其資料要求或查詢，及 (c) 銀行的任何分行、關聯公司或銀行集團的任何公司。銀行對依據本第 20.1 條所作的任何披露，均不對客戶承擔任何責任。

- 20.2 Where the Customer is an individual, the Customer agrees to be bound by the Bank's "Notice to Customers relating to the Personal Data (Privacy) Ordinance", a copy of which is available with these Terms, and to the use of his/her personal data in the manner specified in the said Notice.

若客戶為個人，客戶同意受銀行《個人資料(私隱)條例有關客戶通知》的約束，該通知副本隨本條款一併提供，並同意其個人資料按該通知所述方式使用。

## 21. Combination and Set-Off 合併賬戶及抵銷

- 21.1 The Bank may, at any time and without notice to the Customer, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Customer's accounts with the Bank (including the Settlement Account) or with any subsidiaries or associated companies and set-off or transfer any receivables held in or for the account of, or moneys standing to the credit of, any one or more of such accounts in or towards satisfaction of any of the Liabilities. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by the Bank to be applicable.

銀行可於任何時間，毋須通知客戶，儘管賬款已結算或有任何其它事宜，將客戶於銀行所有或任何賬戶(包括結算賬戶)與任何附屬公司或關聯公司之賬戶合併或綜合，並抵銷或調撥該等賬戶中的應收款項或存款，以清償任何負債。若該等抵銷、綜合、合併或調撥涉及將一種貨幣兌換成另一種貨幣，該兌換將按銀行決定適用的匯率計算，該匯率為終局性的。

- 21.2 For the purpose of exercising the right of set-off or of discharging any Liabilities, the Bank may sell or dispose of any of the Investment Deposit, securities, receivables or monies from time to time held in or for the account of the Settlement Account or any other account with the Bank. The Bank shall be under no duty to the Customer as to the price obtained in respect of any such sale or disposal.

為行使抵銷權或清償任何負債，銀行可出售或處置隨時持有於結算賬戶或銀行任何其他賬戶內或為該賬戶持有的任何投資存款、證券、應收款項或款項。銀行對該等出售或處置所得價格不對客戶負有任何責任。

- 21.3 Where the Customer comprises two or more persons, the Bank may set off the credit balance in any accounts of any one or more of such persons with the Bank against the debit balance in other accounts which may be held by any one or more of such persons with the Bank.

若客戶由兩人或以上組成，銀行可將任何一名或多名客戶於銀行的任何賬戶之貸記餘額與該等客戶中任何一名或多名於銀行持有的其他賬戶之借記餘額抵銷。

## 22. Suitability of Investments 投資的適合性

- 22.1 If the Bank solicits the sale of or recommends any Investment Deposit to the Customer, the Investment Deposit must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms, other specific terms applicable to Investment Deposit provided by the Bank to the Customer, or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 22.1.

若銀行向客戶推銷或建議任何投資存款，該投資存款必須合理適合客戶，並考慮客戶的財務狀況、投資經驗及投資目標。本條款第 22.1 條之規定，不因本條款的其它規定、銀行向客戶提供的適用於投資存款的具體條款，或銀行要求客戶簽署的任何其它文件，以及銀行可能要求客戶作出的任何陳述而有所減損。

22.2 For the purposes of Clause 22.1, the Customer understands that:  
就第 22.1 條而言，客戶理解：

- (a) the Bank will only take into account circumstances relating to the Customer which the Customer has disclosed to the Bank or that the Bank should reasonably be aware of;  
銀行僅會考慮客戶已向銀行披露或銀行合理應知悉的有關客戶的情況；
- (b) the Bank will not take into account the Customer's investments which are held by the Customer outside the Bank (unless the Customer has specifically disclosed such investments to the Bank);  
銀行不會考慮客戶於銀行以外持有的投資(除非客戶已向銀行特別披露該等投資)；
- (c) the Bank makes no representation and does not guarantee the outcome or performance of any investment made by the Customer;  
銀行不作出任何陳述，亦不保證客戶進行的任何投資的結果或表現；
- (d) if the Customer does not provide the Bank with the Customer's up-to-date financial situation, investment experience and investment objectives, the Bank's ability to assess the suitability of any solicitation or recommendation may be affected;  
如客戶未向銀行提供最新的財務狀況、投資經驗及投資目標，銀行評估任何推銷或建議的適合性能力可能受影響；
- (e) the Bank may make available to the Customer general information or general explanations about investments and investment strategies (including market views, research and/or investment ideas which are widely available to customers of the Bank) whether prepared by the Bank or others. Unless expressly acknowledged by the Bank in writing, none of this information is personalized or in any way tailored to reflect the Customer's particular financial situation, investment experience or investment objectives;  
銀行可向客戶提供一般性的投資資料或投資策略說明(包括市場觀點、研究及 / 或投資構思，該等資料普遍提供予銀行客戶)，無論該等資料由銀行或其他方編製。除非銀行書面明確承認，否則該等資料均非為反映客戶具體財務狀況、投資經驗或投資目標而個別製定；
- (f) where the Customer instructs the Bank to enter into any transaction, the Customer does so on the basis that: (i) the Customer has carefully considered any information provided by the Bank (whether tailor made or not) in connection with any transaction (including explanations of the risks and features of transactions); (ii) the Customer is satisfied with the information provided by the Bank (if any) in connection with the transaction (including explanations of its risks and features); and (iii) the Customer had the opportunity to ask questions and seek independent advice;

客戶指示銀行進行任何交易，均基於： (i) 客戶已審慎考慮銀行就該等交易(不論是否個別製定)所提供的任何資料(包括對交易風險及特徵的說明)； (ii) 客戶信納銀行所提供的有關交易資料(如有，包括風險及特徵說明)；及 (iii) 客戶有機會提出問題及尋求獨立意見；

- (g) the Customer must promptly notify the Bank if the Customer does not understand any information provided by the Bank (whether tailor made or not);

客戶若不明白銀行所提供的任何資料(不論是否個別製定)，必須即時通知銀行；

- (h) subject to and save as otherwise required by Applicable Laws and Rules, the Bank does not accept any responsibility for the performance or monitoring of the Customer's investments unless agreed with the Bank in writing;

除非適用法律及規則另有規定，銀行對客戶投資的表現或監察不承擔任何責任，除非書面另行約定；

- (i) subject to and save as otherwise required by Applicable Laws and Rules, the Bank will not advise the Customer on an ongoing basis on the making and/or disposal of investments in the Customer's accounts unless agreed with the Bank in writing; and

除非適用法律及規則另有規定，銀行不會就客戶賬戶中作出的投資的及 / 或處置提供持續的建議，除非書面另行約定；

- (j) subject to and save as otherwise required by Applicable Laws and Rules, the Customer is responsible for being fully apprised of market prices and conditions and the effect of the same on any investments held by the Customer unless agreed with the Bank in writing.

除非適用法律及規則另有規定，客戶有責任充分了解市場價格及狀況及其對客戶所持有投資的影響，除非書面另行約定。

**22.3 Where the Bank does not make a solicitation or a recommendation to the Customer or advise the Customer in respect of any Investment Deposit, the following clauses shall apply, unless otherwise agreed with the Bank or to the extent permitted under Applicable Laws and Rules:**

如銀行未向客戶作出任何推銷或建議，或未就任何投資存款向客戶提供意見，除非另有與銀行協議或適用法律及規則允許，以下條款適用：

- (a) the Customer acknowledges that the Bank does not, and its employees, agents or correspondents do not on its behalf, advise the Customer on such product; and

客戶承認銀行及其員工、代理人或代理行均不就該等產品代表銀行向客戶提供意見；及

- (b) in respect of transactions under these Terms, the Customer confirms that the Customer has not relied and will not at any time rely on the Bank to provide the Customer with any advice.

就本條款下的交易，客戶確認未曾且不會在任何時間依賴銀行提供任何意見。

**23. Miscellaneous Provisions 雜項條文**

**23.1 If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the**

legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

若本條款任何條文於任何司法管轄區內任何方面被視為非法、無效或不可執行，則該司法管轄區及其他司法管轄區內本條款其餘條文之合法性、有效性或可執行性均不會因此受到影響或損害。

- 23.2 No failure or delay on the part of the Bank to enforce or exercise any right or power under these Terms shall operate as a waiver thereof nor shall any waiver by the Bank of any particular default by the Customer affect or prejudice any right or power of the Bank in respect of any other default or any subsequent default of the same or different kind nor shall any single or partial enforcement or exercise by Bank of any right or power under these Terms preclude any other or further enforcement or exercise thereof or the enforcement or exercise of any other right or power. No waiver of any default by the Customer shall be effective unless it is in writing and expressly stated to that effect and signed by the Bank.

銀行未有執行或延遲執行本條款下任何權利或權力，均不構成對該權利或權力之放棄；銀行對客戶任何特定違約行為之豁免，不會影響或損害銀行對任何其它違約或後續違約(無論其性質相同或不同)行使權利或權力的權利。銀行單次或部分執行本條款的任何權利或權力，不排除其後進一步或其它執行該權利或權力，或行使任何其它權利或權力。對客戶違約的任何豁免，須以書面形式作出並由銀行簽署，方為有效。

## 24. Risk Disclosure Statements 風險披露聲明

- 24.1 Investment Deposits carry risks not normally associated with ordinary bank deposits and are generally not a suitable substitute for ordinary savings or time deposits. An Investment Deposit is not a protected deposit and not protected by the Deposit Protection Scheme in Hong Kong.

投資存款具有一般銀行存款通常不伴隨的風險，通常不適合作為普通儲蓄或定期存款的替代品。投資存款並非受保障存款，且不受香港存款保障計劃保護。

- 24.2 The return on each Investment Deposit will be dependent, to at least some extent, on movements in some specified securities, currency exchange rate, interest rate, indices or commodity prices which are affected by a wide range of factors, including national and international financial and economic conditions and political and natural events. The effect of normal market forces may at times be countered by intervention by central banks and other bodies. At times, returns linked to such prices and rates may rise or fall rapidly. Exchange controls or other monetary and financial measures may be imposed by a government, sometimes with little or no warning. Such measures may have a significant effect on the linked underlyings and may have unexpected consequences for any Investment Deposit.

每筆投資存款的回報至少部分繫於指定證券、貨幣匯率、利率、指數或商品價格的變動，而該等價格受多種因素影響，包括國內外金融和經濟狀況及政治和自然事件。正常市場力量的影響有時可能被中央銀行及其他機構的干預所抵消。與回報掛鉤的該等價格和利率有時可能迅速上升或下降。政府可能

實施外匯管制或其它貨幣及金融措施，且有時無提前通知。該等措施可能對掛鉤標的物產生重大影響，並對任何投資存款帶來意想不到的後果。

- 24.3 The Customer should carefully study the financial markets and consider whether the Investment Deposit is suitable for him in the light of his financial position and investment objectives. If necessary, the Customer should seek professional advice before entering into any transaction.

客戶應審慎研究金融市場，並根據其財務狀況及投資目標審慎考慮投資存款是否適合。如有需要，客戶應於進行任何交易前尋求專業意見。

- 24.4 The Customer hereby confirms and agrees that:-

客戶特此確認及同意：

- (a) he is fully satisfied and understands the extent of the exposure to risk inherent in each Investment Deposit, and  
已充分信納並理解每筆投資存款所存在的風險程度；
- (b) if necessary, the Customer should seek professional advice in relation to each Investment Deposit.

如有需要，客戶應就每筆投資存款尋求專業意見。

- 24.5 The Investment Deposits cannot generally be cancelled or withdrawn prior to the Maturity Date without the consent of the Bank. If the Bank does consent to an early withdrawal, it will be a condition for such consent that the amount of any cost or loss suffered or incurred by the Bank by reason of early withdrawal is deducted from the deposit. Such costs and losses may include the cost of unwinding a hedging position taken by the Bank to cover the deposit, and may result in a lower rate of return than might be expected, or even a negative rate of return.

除非得到銀行的同意，投資存款一般不可於到期日前取消或提取。若銀行同意提前提取，該同意之條件包括銀行因提前提取而產生或蒙受的任何成本或損失將從存款中扣除。該等成本及損失可能包括銀行為對沖存款而設立的對沖頭寸的平倉成本，可能導致回報率低於預期，甚至為負回報。

- 24.6 Nothing in this Clause 24 shall prejudice any other risk disclosure statements issued by the Bank. The Customer acknowledges that the risk disclosures in this Clause 24 explain some principal risks, but is not an exhaustive list of all possible risks associated with investment in Investment Deposits generally or with respect to specific types of Investment Deposits. If the Customer has any concerns about any type of Investment Deposits, the Customer should consult its professional advisers.

本第 24 條內容不損害銀行發出的其它風險披露聲明。客戶承認本第 24 條的風險披露只是說明一些主要風險，並非列舉所有一般或特定類型投資存款相關的風險。如客戶對任何類型的投資存款有疑慮，應諮詢其專業顧問。

## 25. Third Party Rights 第三者權利

- 25.1 No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these Terms or any supplemental terms applicable to the specific types of Investment Deposits offered by the Bank.

除客戶及銀行外，任何人均無權根據《合約（第三者權利）條例》執行或享有本條款或銀行所提供特定類型投資存款補充條款的任何規定之權利。

**26. Governing Law and Jurisdiction 管轄法律及司法管轄權**

**26.1** These Terms and each Investment Deposit shall be governed by and construed in accordance with the laws of Hong Kong.

本條款及每項投資存款均受香港法律管轄並按其解釋。

**26.2** The Customer hereby:-

客戶特此：

- (a) irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and of any country where the Customer has assets now or in the future;  
不可撤銷地接受香港法院及任何客戶現時或將來擁有資產所在國家法院的非專屬司法管轄；
- (b) waives any objections on the grounds of venue, forum non convenient or similar grounds; and  
放棄任何有關審判地點、不方便法院或類似理由的異議；及
- (c) consents to service of process including any writ, judgment or other notice by mail to the Customer's address on the Bank's records or to such other address as may subsequently be notified in writing to, and received by, the Bank.  
同意通過郵寄送達訴訟文書，包括令狀、判決或其它通知至銀行紀錄中的客戶地址，或客戶後續以書面通知銀行並被銀行接納的其它地址。

**27. Language 語言**

**27.1** The Chinese translation of these Terms is provided for convenience only and the English version shall prevail for all purposes.

本條款的中文譯本僅供參考，如有任何歧義，概以英文版本為準。



## PART II: EQUITY LINKED DEPOSIT

### 第二部分: 股票掛鉤存款

The terms and conditions in this Part II set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in equity-linked deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them carefully before agreeing to be bound by them.

本第二部分的條款與細則訂明客戶與銀行有關客戶投資於銀行不時提供並於本部分所指明之股票掛鉤存款的權利及義務。所有此等條款與細則具法律約束力，客戶應於同意受其約束前仔細閱讀。

#### 1. Scope, Definitions and Interpretation 範圍、定義及詮釋

1.1 In this Part II, any reference to “**these Supplemental Terms**” shall be construed as reference to the terms and conditions for equity-linked deposits as set out in this Part II (as from time to time be amended or supplemented). 在本第二部分內，任何提及「**本補充條款**」均指本部分列明的股票掛鉤存款條款與細則(包括不時之修訂或補充)。

1.2 These Supplemental Terms set out the methodology for determining the return and other factors in respect of or in relation to each ELD (as defined in Clause 1.7). 本補充條款訂明有關或涉及每份股票掛鉤存款(定義見第 1.7 條)的回報及其它因素之計算方法。

1.3 These Supplemental Terms supplement the terms and conditions in Part I (the “**General Terms**”) and form a part thereof. Unless otherwise stipulated, in the event of any conflict or discrepancy between the General Terms and these Supplemental Terms, these Supplemental Terms shall prevail. 本補充條款為第一部分條款與細則(「**一般條款**」)的補充，並構成其一部分。除非另有規定，如一般條款與本補充條款有任何衝突或不一致，應以本補充條款為準。

1.4 The terms and conditions set out in these Supplemental Terms and the General Terms shall apply to each ELD placed by the Customer with the Bank from time to time, and each ELD is an Investment Deposit for such purpose. 本補充條款及一般條款所訂明之條款與細則，適用於客戶不時向銀行存放的每項股票掛鉤存款，而該股票掛鉤存款即為投資存款。

1.5 The expressions defined in Clauses 1.1 and 1.2 of the General Terms shall, save where the context otherwise requires or as otherwise re-defined in this Part II, have the same meaning when used in these Supplemental Terms. Clauses 1.4 to 1.7 of the General Terms shall equally apply to these Supplemental Terms. 除非上下文另有所指或於本第二部分另有所定義，一般條款第 1.1 及第 1.2 條給予定義的詞語於本補充條款內具相同意義。一般條款第 1.4 至 1.7 條亦同樣適用於本補充條款。

- 1.6 In these Supplemental Terms, references to "Clauses" and "Sub-Clauses" are, unless otherwise stipulated, to clauses and sub-clauses to these Supplemental Terms.

除非另有規定，本補充條款內所指「條款」及「子條款」均指本補充條款之條款及子條款。

- 1.7 In these Supplemental Terms, save where the context otherwise requires:

除非上下文另有所指，本補充條款中詞語定義如下：

**"Base Currency"** means the currency in which any ELD is deposited, denominated and recorded as the currency of the Deposit Amount in the Confirmation;

「基準貨幣」指任何股票掛鉤存款以其存入、計價及確認書中記錄之存款金額貨幣；

**"Deposit Amount"** means the principal amount of any ELD and specified as such in the Confirmation;

「存款金額」指任何股票掛鉤存款之本金金額，並於確認書中明確指明；

**"Deposit Period"** means the period from the Deposit Value Date to the Maturity Date (as specified in the Confirmation) and specified as such in the Confirmation;

「存款期」指確認書所列之存款生效日至到期日之期間，並於確認書中訂明；

**"Deposit Value Date"** means the date specified as such in the Confirmation, whether or not it is a Business Day or an Exchange Business Day or otherwise;

「存款生效日」指確認書中訂明的日期，無論該日是否為營業日或交易所營業日或其他；

**"ELD"** means any equity-linked deposit placed with and accepted by the Bank from time to time subject to and upon these Supplemental Terms and **"ELDs"** shall be construed accordingly;

「股票掛鉤存款」(ELD)指根據本補充條款，由銀行不時接受客戶存入的任何股票掛鉤存款，「股票掛鉤存款」的眾數一詞應相應理解；

**"Exchange"** means, for each Linked Stock, (a) The Stock Exchange of Hong Kong Limited or any successor organization or body performing similar functions or (b) if such Linked Stock is not traded in the stock market operated and managed by the organization referred to in (a) above, any organization which is permitted to operate, or not prevented from operating, in a country or territory outside Hong Kong by the laws of that country or territory and provides for the establishment, operation and management of a stock market in which such Linked Stock is primarily listed and traded;

「交易所」指就每隻掛鉤股票而言，(a) 香港聯合交易所有限公司或其繼任組織或機構；或 (b) 如該掛鉤股票非於前述(a)所指的交易所交易，則指根據該交易所所在國或地區法律獲准運營或不被禁止運營、並設立、運作及管理該掛鉤股票主要上市及交易股票市場的組織；

**"Exchange Business Day"** means for any Exchange, a day on which such Exchange is scheduled to be open for trading for its regular trading session,

other than a day on which trading on such Exchange is scheduled to close prior to its regular weekday closing time;

「交易所營業日」指該交易所按計劃開放其正常交易時段進行交易的日子，但不包括該交易所計劃提前結束正常平日交易時間的日子；

**"Fixing Date"** means the date specified as such in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「定價日期」指確認書所訂明的日期，並根據本補充條款作出調整；

**"Fixing Price"** means the price of any Linked Stock as quoted by the Exchange at the Fixing Time on the Fixing Date, subject to adjustments in accordance with these Supplemental Terms;

「定價價格」指定價日期定價時間由交易所報價的掛鉤股票價格，並根據本補充條款作出調整；

**"Fixing Time"** means the fixing time specified as such in the Confirmation;

「定價時間」指確認書中訂明的定價時間；

**"Issuer"** means the issuer of the Linked Stock;

「發行人」指掛鉤股票的發行人；

**"Linked Stock"** means the shares or stocks covered by the Option and agreed between the Bank and the Customer when the relevant ELD is placed and recorded as such in the Confirmation;

「掛鉤股票」指客戶存入相關股票掛鉤存款時，銀行與客戶協議並於確認書列明的股份或股票；

**"Maturity Principal and Return"** means in relation to any ELD, an amount comprising the Deposit Amount and the Return and recorded as such in the Confirmation;

「到期本金及回報」指就有關任何股票掛鉤存款而言，包括存款金額及回報的金額，並於確認書中記錄；

**"Option"** means in relation to any ELD, a put option entitling, but not obliging, the Bank to sell to the Customer on the Maturity Date at the Strike Price such quantity of the Linked Stock as calculated in accordance with Clause 3.1(b);

「期權」指涉及任何股票掛鉤存款時的看跌期權，給予銀行權利但不強制銀行於到期日以行使價格向客戶出售按照第 3.1(b)條計算數量的掛鉤股票；

**"Return"** means the sum representing the return on any ELD calculated in accordance with Clause 2.1;

「回報」指根據第 2.1 條計算的任何股票掛鉤存款之回報總和；

**"Return Rate"** means the rate specified as such in the Confirmation;

「回報率」指於確認書訂明的回報率；

**"Securities Account"** means the securities account opened and maintained with the Bank or such other corporation or institution which is nominated by the Bank for the purpose of any ELD and specified as such in the Confirmation;

「證券賬戶」指為任何股票掛鉤存款目的而於銀行或銀行指定之其他機構開立及維持的證券賬戶，並於確認書上訂明；

“**Spot Reference Price**” means the price of any Linked Stock as determined by the Bank and specified as such in the Confirmation; and

「現貨參考價格」指由銀行決定並於確認書上訂明的掛鉤股票價格；

“**Strike Price**” means a price of any Linked Stock as is determined by the Bank by reference to the Spot Reference Price and specified as such in the Confirmation.

「行使價格」指銀行參考現貨參考價格決定並於確認書上訂明的掛鉤股票價格。

## 2. Return on ELD 股票掛鉤存款的回報

- 2.1 In respect of each ELD, the Return is calculated in accordance with the day count convention of the Base Currency by basing on the Deposit Amount at the Return Rate and on the basis of the actual number of days that have elapsed during the Deposit Period.

對於每筆股票掛鉤存款，其回報按基準貨幣的日數計算慣例、以存款金額的回報率、並以存款期內實際過去的天數計算。

- 2.2 The Return of any ELD will be comprised of the Option premium (that is the purchase price paid by the Bank to the Customer for the Option in relation to such ELD) and the accruing interest or return.

任何股票掛鉤存款的回報將包括期權金(即銀行為該股票掛鉤存款相關的期權向客戶支付的購買價格)及應計利息或回報。

- 2.3 The Option shall be automatically and irrevocably granted by the Customer to the Bank simultaneously with the placing of each ELD.

客戶在每次存入股票掛鉤存款時，將自動且不可撤銷地同時將該期權授予銀行。

## 3. Maturity and Settlement 到期及結算

- 3.1 Subject to Clause 3.4, each ELD will be settled on the Maturity Date as follows:-  
受限於第 3.4 條款，每筆股票掛鉤存款將於到期日依照下列方式結算：-

- (a) if the Fixing Price is higher than or equal to the Strike Price, the Bank will allow the Option to lapse and pay to the Customer the Maturity Principal and Return, all in the form of cash and in the Base Currency; and

若定價價格高於或等於行使價格，銀行將允許期權失效，並以現金及以基準貨幣向客戶支付到期本金及回報；

- (b) if the Fixing Price is lower than the Strike Price, then the Bank may not pay to the Customer the Maturity Principal and Return but will exercise the Option and transfer to the Customer (and the Customer will be bound to receive) such quantity of the Linked Stock calculated by converting the Maturity Principal and Return at the Strike Price.

若定價價格低於行使價格，銀行可不向客戶支付到期本金及回報，且將行使該期權並將按照行使價格計算的與到期本金及回報金額相當數量的掛鉤股票轉讓予客戶(客戶亦須接受該項轉讓)。

**3.2 The settlement of each ELD will be made in the following manner:-**

每筆股票掛鉤存款的結算將依下列方式進行： -

- (a) any payment to the Customer in the form of cash pursuant to Clause 3.1(a) shall be made on the Maturity Date and, unless otherwise agreed by the Bank, to the Settlement Account. In the case where the Customer does not already have the Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer; and

根據第 3.1(a)條向客戶支付的任何現金款項，應於到期日支付，除非銀行另有協議，將存入結算賬戶。如客戶尚未設立結算賬戶，銀行得在客戶名下開設該(等)賬戶，無需另行通知客戶；

- (b) any transfer to the Customer of the Linked Stock pursuant to Clause 3.1(b) shall be settled by transferring the Linked Stock on the Maturity Date and, unless otherwise agreed by the Bank, to the Securities Account. Alternatively, the Bank shall (at its sole and absolute discretion and option) have the right to settle by payment in the form of cash (the amount of which is calculated in accordance with the following formula) and in the Base Currency to the Settlement Account on the Maturity Date in lieu of transferring the Linked Stock as aforesaid:-

根據第 3.1(b)條將掛鉤股票轉讓予客戶，應於到期日進行交割，除非銀行另有協議，將轉入證券賬戶。或者，銀行有權(由其全權酌情決定)改以現金支付方式結算(現金金額按以下公式計算)並以基準貨幣存入結算賬戶，以代替上述掛鉤股票轉讓： -

Cash Amount = Return + Maturity Principal x Fixing Price or Strike Price

現金金額 = 回報 + 到期本金 × 定價價格或行使價格

**3.3 Any payment and/or transfer to the Customer in accordance with Clauses 3.1 and 3.2 shall be or deemed to be full and final settlement of the relevant ELD on the part of the Bank.**

根據第 3.1 及 3.2 條款向客戶支付及/或轉讓款項，銀行視為或將被視為對相關股票掛鉤存款的全部及最終結算。

**3.4 If the Bank in its sole and absolute discretion determines that a Trading Disruption (as defined in Clause 4.4) has occurred at any time from the Trade Date and prior to the Fixing Date, the Bank may (but not oblige to) in its sole and absolute discretion allow the Option to lapse on the Maturity Date and pay to the Customer on the Maturity Date the Maturity Principal and Return, all in the form of cash and in the Base Currency and/or take such other actions as it deems fit.**

倘若銀行以其全權酌情權認定自交易日期起至定價日期期間任何時間發生交易干擾事件(定義見於第 4.4 條)，銀行可(但無義務)以其全權酌情權允許期權於到期日失效，並於到期日以現金形式及基準貨幣向客戶支付到期本金及回報，及/或採取其認為適當之其它行動。

- 3.5 If the Maturity Date of any ELD is not a Business Day or an Exchange Business Day, then unless otherwise specified in these Supplemental Terms, the Maturity Date shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day.

如任一股票掛鉤存款的到期日為非營業日或非交易所營業日，除本補充條款另有訂明外，到期日應順延至首個同時為營業日及交易所營業日之後續日。

- 3.6 If any of the following events occurs during the day on which the Bank shall transfer to the Customer the Linked Stock in accordance with these Supplemental Terms:

若銀行須依據本補充條款在某日向客戶轉讓掛鉤股票期間發生以下任一情況：

- (a) the day is a Disrupted Day (as defined in Clause 4.4) or there exists any event beyond the control of the Bank as a result of which the Bank is unable to deliver or transfer the Linked Stock;

該日為中斷日(定義見於第 4.4 條)或存在任何銀行無法控制之事件，導致銀行無法交付或轉讓掛鉤股票；

- (b) the register of members of the Issuer is closed for the purpose of establishing any dividend or other rights attaching to the Linked Stock; or

發行人的股東名冊為確定任何股息或其它掛鉤股票權利而關閉；

- (c) a transfer of the Linked Stock cannot be recorded in the register of members of the Issuer,

掛鉤股票之轉讓無法在發行人股東名冊中記錄，

then the Bank may in its sole and absolute discretion postpone the transfer of the Linked Stock to the first succeeding day that is a Business Day and an Exchange Business Day and none of the events/conditions specified in Clause 3.6(a), (b) or (c) occurs or exists and the delivery or transfer may be effected or the register of members is open or transfer can be recorded (as the case may be) provided always that notwithstanding such postponement, no adjustment will be made to the Maturity Principal and Return.

則銀行得以其完全酌情權將掛鉤股票之轉讓延後至首個同時為營業日及交易所營業日且不存在第 3.6(a)、(b)或(c)條所述任何情況之後續日，且該等結算或轉讓得以完成或股東名冊已開放或得以記錄該轉讓(視情況而定)。惟儘管有該等延期，到期本金及回報將不作調整。

#### 4. Fixing Date and Market Disruption 定價日期及市場干擾

- 4.1 If the Fixing Date is not a Business Day or an Exchange Business Day, then the Fixing Date shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day unless such day is a Disrupted Day, in which case Clause 4.2 shall apply.

如定價日期不是營業日或交易所營業日，則定價日期應順延至首個同時為營業日及交易所營業日之後續日，惟若該日為中斷日，則適用第 4.2 條款。

- 4.2 If the Fixing Date is a Disrupted Day, the Bank may:-

如定價日期為中斷日，銀行可：

- (a) in its sole and absolute discretion settle the ELD by determining the Fixing Price in its good faith and in a commercially reasonable manner and from information which the Bank believes to be relevant for such purpose, and the Bank will notify the Customer of its determination provided that the right of the Bank under these Supplemental Terms shall not be affected in any way by any delay or failure of such notification; and/or  
以其全權酌情權，善意及按商業合理方式，根據銀行認為與該目的相關的資訊，確定定價價格以結算股票掛鉤存款，並將其決定通知客戶，但銀行於本補充條款下的權利不因通知延遲或未送達而受任何影響；及/或
- (b) postpone the Fixing Date to such date when the Bank believes that it is possible and practicable to determine the Fixing Price in its sole and absolute discretion.  
將定價日期順延至銀行認為可行且可實際確定定價價格的日期，以全權酌情權決定。

4.3 If the Fixing Date is postponed in accordance with this Clause, the Maturity Date mentioned in Clause 3.2 on which payment of cash or transfer of the Linked Stock is scheduled to be made to the Customer shall accordingly be postponed to the second day immediately following the postponed Fixing Date and Clause 3.5 shall apply accordingly. Notwithstanding any postponement of the Fixing Date and/or the Maturity Date as provided in these Supplemental Terms, no adjustment will be made to the Maturity Principal and Return.

若定價日期依本條款順延，則第3.2條所述原本安排向客戶支付現金或轉讓掛鉤股票的到期日，應相應順延至順延後定價日期的第二日，且第3.5條亦應相應適用。儘管本補充條款規定定價日期及/或到期日有所順延，到期本金及回報金額均不作調整。

4.4 For the purpose of this Clause:  
就本條款而言：

**"Disrupted Day"** means any Exchange Business Day on which the Exchange fails to open for trading during its regular trading session or on which any Market Disruption Event has occurred;

「中斷日」指任何交易所營業日，該交易所未能於其正常交易時段開市交易，或當日發生任何市場中斷事件；

**"Market Disruption Event"** means the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Bank in its sole and absolute discretion determines is material, at any time on the Fixing Date, or (c) an Early Closure;

「市場中斷事件」指於定價日期任何時間出現或存在以下情況之一：(a) 交易中斷，(b) 交易所中斷，且銀行以其全權酌情權認定為重大，或 (c) 提早收市；

**"Trading Disruption"** means any suspension of or limitation imposed on trading by the Exchange and whether by reason of movements in price exceeding limit permitted by the Exchange or otherwise (a) relating to the

Linked Stock on the Exchange, or (b) in options contracts or future contracts relating to the Linked Stock on any related exchange;

「交易中斷」指交易所因任何原因(包括但不限於價格波動超出交易所允許之限度)暫停或限制下列交易事項：(a) 於該交易所與掛鉤股票相關之交易，或 (b) 於任何相關交易所與該掛鉤股票相關之期權合約或期貨合約；

**"Exchange Disruption"** means any event that disrupts or impairs (as determined by the Bank in its sole and absolute discretion) the ability of market participants in general (a) to effect transactions in, or to obtain market values for, the Linked Stock on the Exchange, or (b) to effect transactions in, or to obtain market values for, futures or options contracts relating to the Linked Stock on any related exchange; and

「交易所中斷」指任何事件導致或損害(由銀行全權酌情判斷)市場參與者一般地：(a) 對該交易所上的掛鉤股票進行交易或獲取市場價格之能力，或 (b) 對任何相關交易所於掛鉤股票相關之期貨或期權合約進行交易或獲取市場價格之能力；

**"Early Closure"** means the closure on any Exchange Business Day of the Exchange or any related exchanges prior to the regular weekday closing time.

「提早收市」指交易所或任何相關交易所在任何交易所營業日提前於正常平日收市時間關閉。

## 5. Adjustment provisions 調整條款

### 5.1 Following each Potential Adjustment Event (as defined in Clause 5.2):-

於每次潛在調整事件(定義見第 5.2 條)發生後:-

(a) the Bank shall in its sole and absolute discretion (but is not obliged to) determine the appropriate adjustment to be made to the Fixing Price, the Maturity Principal and Return and/or other terms of these Supplemental Terms to account for the diluting or concentrative effect of any Potential Adjustment Event or otherwise necessary to preserve the economic equivalent of the rights of the Bank or Customer under any ELD prior to that Potential Adjustment Event, such adjustment to be effective as of the date determined by the Bank in its sole and absolute discretion; and 銀行得以其全權酌情權(但無義務)決定對定價價格、到期本金及回報及/或本補充條款其它條款作出適當調整，以反映任何潛在調整事件所產生之稀釋或集中效應，或其它為維持銀行或客戶於該潛在調整事件發生前於任何股票掛鉤存款下權利之經濟等值而須作出的調整；該調整自銀行以全權酌情權決定之日期起生效；

(b) in determining whether an adjustment should be made as a result of the occurrence of any Potential Adjustment Event, the Bank may have regard to, but shall not be bound by, any adjustment to the terms of any options contract or futures contract relating to the Linked Stock made and announced by the Exchange or other exchanges.

銀行在判斷因任何潛在調整事件是否應作出調整時，可考慮但不受限於交易所或其他交易所對任何與掛鉤股票相關之期權合約或期貨合約條款所作及公告的調整。



**5.2 A "Potential Adjustment Event" means the declaration by the Issuer of any of the following:-**

「潛在調整事件」指發行人宣佈下列任何一項：

- (a) a subdivision, consolidation or reclassification of the Linked Stock or a free distribution of the Linked Stock to existing holders by way of bonus, capitalization or similar issue;  
對掛鉤股票進行拆細、合併、重新分類，或以紅股、資本化股本或類似方式免費分發掛鉤股票予現有持有人；
- (b) a distribution, issue or dividend to existing holders of the Linked Stock of (i) the Linked Stock, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Issuer equally or proportionately with such payments to holders of the Linked Stock, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Issuer as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Bank in its sole and absolute discretion;  
向掛鉤股票現有持有人分發、發行或派付：(i)掛鉤股票；或 (ii)其它股本或證券，該等證券賦予與掛鉤股票持有人同等或按比例分享發行人股息及/或清盤收益之權利；或 (iii)發行人因分拆或其它類似交易直接或間接取得或擁有的另一發行人之股本或其它證券；或 (iv)其它類型的證券、權利、認股權證或其它資產，而該等付款(現金或其它對價)低於銀行以其全權酌情權認定之市價；
- (c) an extraordinary dividend (the characterisation of a dividend or a portion thereof as extraordinary shall be determined by the Bank in its sole and absolute discretion);  
特別股息(特別股息之性質由銀行以全權酌情權決定)；
- (d) a call by the Issuer in respect of the Linked Stock that is not fully paid;  
發行人對尚未全額繳付之掛鉤股票追繳；
- (e) a repurchase by the Issuer of the Linked Stock, whether out of profits or capital and whether the consideration for such repurchase is cash, new shares, securities or otherwise; or  
發行人回購掛鉤股票，不論回購款項來自利潤或資本，且回購代價為現金、新股、證券或其它；
- (f) any event in respect of the Linked Stock analogous to any of the foregoing events or otherwise having, in the opinion of the Bank, a diluting or concentrative effect on the market value of the Linked Stock.  
任何與上述事件類似，或銀行認為對掛鉤股票市值有稀釋或集中效應的其它事件。

**5.3 If the De-Listing, Insolvency, Merger Event, Nationalisation or Material Event occurs in respect of or relation to the Linked Stock:-**

若掛鉤股票發生除牌、破產、合併事件、國有化或重大事件：

- (a) the Bank shall in its sole and absolute discretion determine the appropriate adjustment to be made to the Fixing Price, the Maturity Principal and Return and/or other terms of these Supplemental Terms to reflect the De-Listing, Insolvency, Merger Event, Nationalisation or

Material Event (as the case may be), such adjustment to be effective as of the date determined by the Bank in its sole and absolute discretion;

銀行得以全權酌情權決定對定價價格、到期本金及回報及/或本補充條款其它條款作出適當調整，以反映該等除牌、破產、合併事件、國有化或重大事件(視乎情況而定)，該調整自銀行以其全權酌情權決定之日起生效；

- (b) in determining whether any adjustment should be made as a result of the occurrence of the De-Listing, Insolvency, Merger Event, Nationalisation or Material Event, the Bank may have regard to, but shall not be bound by, any adjustment to the terms of any options contract or futures contract relating to the Linked Stock made and announced by the Exchange or other exchanges.

銀行於判斷因上述事件是否應作調整時，可考慮但不受限於交易所或其他交易所對任何與掛鉤股票相關之期權合約或期貨合約條款所作及公告的調整。

5.4 For the purpose of this Clause 5:  
就本第 5 條款而言：

**"De-Listing"** means that the Linked Stock ceases, for any reason, to be listed on the Exchange and as of such de-listing is not immediately re-listed on another recognised stock exchange or quotation system in the same jurisdiction as the Exchange;

「除牌」指掛鉤股票因任何原因停止於交易所上市，且於該等除牌即時不於與該交易所同一司法管轄區內任何其他認可證券交易所或報價系統重新上市；

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of, or any analogous proceeding affecting the Issuer, (a) the Linked Stock is required to be transferred to a trustee, liquidator or other similar official; or (b) holders of the Linked Stock become legally prohibited from transferring the the Linked Stock;

「破產」指因發行人自願或非自願清盤、破產或無力償債，或影響發行人的任何類似程序，(a)掛鉤股票須轉讓予受託人、清盤人或其他類似主管機關；或(b)掛鉤股票持有人被法律禁止轉讓該等股票；

**"Merger Event"** means any (a) reclassification or change of the Linked Stock that results in a transfer of or an irrevocable commitment to transfer the Linked Stock outstanding, (b) consolidation, amalgamation or merger of the Issuer with or into another entity or person (other than a consolidation, amalgamation or merger in which the Issuer is the continuing entity and which does not result in any such reclassification or change of the Linked Stock outstanding); or (c) other takeover offer for the Linked Stock that results in a transfer of or an irrevocable commitment to transfer the Linked Stock (other than such Linked Stock owned or controlled by the offeror), in each case if the Merger Date is on or before the Maturity Date;

「合併事件」指任何 (a) 對掛鉤股票之重新分類或變動，導致現有掛鉤股票被轉讓或不可撤銷承諾轉讓；(b)發行人與另一實體或人士綜合、合併或融合(但發行人為持續實體且不導致上述重新分類或變動者除外)；或 (c)其它收購要

約導致掛鉤股票被轉讓或不可撤銷承諾轉讓(不包括該等由收購方擁有或控制之掛鉤股票)，且合併日於到期日或之前；

**"Merger Date"** means, in respect of a Merger Event, the date upon which all holders of the Linked Stock (other than, in the case of a takeover offer, Linked Stock owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer the Linked Stock;

「合併日」指就合併事件而言，所有掛鉤股票持有人(不包括於收購要約，由收購方擁有或控制的掛鉤股票)同意或不可撤銷承諾轉讓掛鉤股票之日期；

**"Nationalisation"** means that the Linked Stock or all the assets or substantially all the assets of the Issuer (other than such Linked Stock owned or controlled by a governmental agency, authority or entity) are nationalised, expropriated or are otherwise required to be transferred to any such governmental agency, authority or entity; and

「國有化」指掛鉤股票或發行人全部或大部分資產(不包括由政府機構、部門或實體擁有或控制的該等掛鉤股票)被國有化、徵用或需轉移予該等政府機構、部門或實體；

**"Material Event"** means any event, analogous to any of the foregoing events or otherwise, in respect of which the Bank determines in good faith that any adjustment shall be made to these Supplemental Terms.

「重大事件」指任何銀行善意認定須對本補充條款作出調整的事件、類似前述事件或其它事件。

## 6. Transaction Fees 交易費用

- 6.1 All stock transaction charges (howsoever named and including but not limited to any Exchange levy, stamp duty, stock deposit fee, custody fee and Central Clearing and Settlement System settlement fee) in respect of or in relation to the transfer of the Linked Stock to the Customer by the Bank under these Supplemental Terms (whether to the Securities Account or otherwise) are payable by the Customer on demand. The Customer agrees and authorises the Bank to debit the relevant amounts payable by the Customer from the Settlement Account at such time when the same is due.

凡因銀行根據本補充條款將股票掛鉤存款所掛鉤之股票轉讓予客戶(無論該等股票轉入證券賬戶或其它賬戶)，所產生的所有股票交易費用(無論名稱為何，包括但不限於任何交易所徵費、印花稅、股票存管費、託管費及中央結算系統結算費用)，均由客戶於接獲銀行要求時繳付。客戶同意並授權銀行在付款到期時，從結算賬戶直接扣除應付費用。

## 7. Risk Disclosure Statements 風險披露聲明

- 7.1 Each ELD carries risks not normally associated with ordinary bank deposits and is generally not a suitable substitute for ordinary savings or time deposits. If there is a cap on the total amounts of the Maturity Principal and Return in the ELD, the amount payable for such ELD is pre-determined and under no circumstances will the Customer receive at maturity an amount more than the Maturity Principal and Return.

每項股票掛鉤存款均具有普通銀行存款通常不伴隨的風險，一般並非普通儲蓄或定期存款的合適替代品。如股票掛鉤存款的到期本金及回報總額設有上限，則該股票掛鉤存款的支付金額為預先確定，客戶於到期時絕不會收到超出該到期本金及回報的款項。

- 7.2 If the ELD is not "principal protected", it is as likely that losses will be incurred rather than profit made as a result of placing any ELD. The return on the ELD will be dependent on movements in the stock market conditions and in particular subject to the risk of fluctuation in the price of the Linked Stock which may be up or down and such fluctuation may sometimes be dramatic. The form of return on the ELD may either be cash or a specified quantity of the Linked Stock depending on the Fixing Price of the Linked Stock. If the Fixing Price of the Linked Stock is lower than the Strike Price, the Customer may be required to take the specified quantity of the Linked Stock, the market value of which could be substantially less than the value of the original investment. The Linked Stock received by the Customer may even become worthless. Hence, the risk of loss to the Customer may be very substantial. The Customer should therefore carefully study the stock market and the Linked Stock, understand the risks associated with the ELD and seriously consider whether the ELD is suitable investment for him in the light of his financial position, investment experience, investment objectives and other relevant circumstances.

若股票掛鉤存款非「保障本金」，則投資任何股票掛鉤存款所招致損失的可能性與獲利的可能性同樣存在。股票掛鉤存款的回報將視乎股市走勢而定，尤其涉及掛鉤股票價格的波動風險，股價可能上升或下跌，且波動幅度有時甚劇烈。股票掛鉤存款的回報形式可能為現金或指定數量的掛鉤股票，視掛鉤股票的定價價格(Fixing Price)而定。如掛鉤股票的定價價格低於行使價格(Strike Price)，客戶可能須接收指定數量的掛鉤股票，其市值可能遠低於原投資價值。客戶所獲得的掛鉤股票甚至可能變得一文不值。因此，客戶面對的損失風險極高。客戶應仔細研究股市及掛鉤股票，了解股票掛鉤存款相關風險，並認真地考慮在其財務狀況、投資經驗、投資目標及其它相關情況下該股票掛鉤存款是否為合適的投資。

- 7.3 The Customer hereby confirms and agrees that:-  
客戶特此確認並同意：

- (a) the Customer is prepared to accept the Maturity Principal and Return being returned in the form of a specified quantity of the Linked Stock;  
客戶願意接受以指定數量的掛鉤股票形式收取到期本金及回報；
- (b) the Customer fully satisfies with and understands the extent of the exposure to risks inherent in any ELD and the extent to which such risk is appropriate for the Customer in the light of the Customer's financial position, investment experience and investment objectives; and  
客戶完全理解並信納投資任一股票掛鉤存款所固有風險的程度及該等風險與其財務狀況、投資經驗及投資目標相符；
- (c) if necessary, the Customer should seek independent financial and legal advice in relation to each ELD before entering into any transaction.  
如有需要，客戶應在進行任何交易前，尋求獨立的財務及法律意見。

7.4 The ELDs cannot be cancelled or withdrawn by the Customer prior to the agreed Maturity Date.

客戶不能在約定到期日前取消或撤回股票掛鉤存款。

7.5 If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all documents relating to any ELD and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

如客戶授權銀行代為寄存或轉寄與股票掛鉤存款有關的文件給第三方，客戶須及時親自領取及詳細核對該等文件，以確保可及時發現任何異常或錯誤。

7.6 Nothing in this Clause 7 shall prejudice any other risk disclosure statements issued by the Bank.

本條第 7 款內容不影響銀行發出之其它風險披露聲明。

## 8. Potential Conflict of Interest 潛在利益衝突

8.1 The Bank and/or affiliates of the Bank may buy and sell the Linked Stock or derivatives of the Linked Stock, and may issue other instruments the value of which are linked to the value of the Linked Stock. These activities may affect the market value of the Linked Stock, or could result in the Bank, having interests which conflict with those of the Customer in relation to the market value of the Linked Stock. The Bank and /or affiliates of the Bank may also act as underwriter in connection with future offerings of shares or other securities or may act as financial adviser to the Issuer, or sponsor, as the case may be, of any such share or other security or in a commercial banking capacity for the Issuer of any such share or other security. Such activities could present certain conflicts of interest and may affect the value of any ELD.

銀行及 / 或銀行的關聯機構可能會買賣掛鉤股票或該掛鉤股票的衍生工具，並可能發行其它其價值與掛鉤股票價值相關聯的工具。此等活動可能會影響掛鉤股票的市場價值，或導致銀行在掛鉤股票市場價值方面與客戶的利益出現衝突。銀行及 / 或銀行的關聯機構亦可能擔任未來股份或其它證券發行的承銷商、或擔任發行人的財務顧問或保薦人(視情況而定)，或以商業銀行角色服務於該等股份或證券的發行人。此類活動可能引致某些利益衝突，並可能影響任何股票掛鉤存款的價值。

### PART III: COMMODITY LINKED DEPOSIT

#### 第三部分: 商品掛鉤存款

The terms and conditions in this Part III set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in commodity-linked deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them carefully before agreeing to be bound by them.

本第三部分的條款與細則訂明客戶與銀行有關客戶投資於銀行不時提供並於本部分所指明之商品掛鉤存款的權利及義務。所有此等條款與細則具法律約束力，客戶應於同意受其約束前仔細閱讀。

#### 1. Scope, Definitions and Interpretation 範圍、定義及詮釋

- 1.1 In this Part III, any reference to “**these Supplemental Terms**” shall be construed as reference to the terms and conditions for commodity-linked deposits as set out in this Part III (as from time to time be amended or supplemented).

於本第三部分，任何提及「**本補充條款**」均指本部分列明的商品掛鉤存款條款與細則(包括不時之修訂或補充)。

- 1.2 These Supplemental Terms set out the methodology for determining the return and other factors in respect of or in relation to each COMLD (as defined in Clause 1.7).

本補充條款訂明有關或涉及每份商品掛鉤存款(定義見第 1.7 條)的回報及其它因素之計算方法。

- 1.3 These Supplemental Terms supplement the terms and conditions in Part I (the “**General Terms**”) and form a part thereof. Unless otherwise stipulated, in the event of any conflict or discrepancy between the General Terms and these Supplemental Terms, these Supplemental Terms shall prevail.

本補充條款為第一部分條款與細則（「**一般條款**」）的補充，並構成其一部分。除非另有規定，如一般條款與本補充條款有任何衝突或不一致，應以本補充條款為準。

- 1.4 The terms and conditions set out in these Supplemental Terms and the General Terms shall apply to each COMLD placed by the Customer with the Bank from time to time, and each COMLD is an Investment Deposit for such purpose.

本補充條款及一般條款所訂明之條款與細則，適用於客戶不時向銀行存放的每項商品掛鉤存款，而該商品掛鉤存款即為投資存款。

- 1.5 The expressions defined in Clauses 1.1 and 1.2 of the General Terms shall, save where the context otherwise requires or as otherwise re-defined in this Part III, have the same meaning when used in these Supplemental Terms. Clauses 1.4 to 1.7 of the General Terms shall equally apply to these Supplemental Terms.

除非上下文另有所指或於本第三部分另有所定義，一般條款第 1.1 及第 1.2 條給予定義的詞語於本補充條款內具相同意義。一般條款第 1.4 至 1.7 條亦同樣適用於本補充條款。

- 1.6 In these Supplemental Terms, references to "Clauses" and "Sub-Clauses" are, unless otherwise stipulated, to clauses and sub-clauses to these Supplemental Terms.

除非另有規定，本補充條款內所指「條款」及「子條款」均指本補充條款之條款及子條款。

- 1.7 In these Supplemental Terms, save where the context otherwise requires:

除非上下文另有所指，本補充條款中詞語定義如下：

**"Base Currency"** means the currency in which any COMLD is deposited, denominated and recorded as the currency of the Deposit Amount in the Confirmation;

「**基準貨幣**」指任何商品掛鉤存款以其存入、計價及確認書中記錄之存款金額貨幣；

**"Base Price"** means, in relation to any Linked Commodity, the official settlement price as quoted by the relevant Exchange at the Fixing Time on the Trade Date and displayed on the Price Source as specified in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「**基準價格**」指就任何掛鉤商品而言，訂明於交易日定價時間由相關交易所報價及確認書訂明的價格來源上顯示的官方結算價格，並根據本補充條款作出調整；

**"COMLD"** means any commodity-linked deposit placed with and accepted by the Bank from time to time subject to and upon these Supplemental Terms and **"COMLDs"** shall be construed accordingly;

「**商品掛鉤存款**」(COMLD)指根據本補充條款，由銀行不時接受客戶存入的任何商品掛鉤存款，「**商品掛鉤存款**」的眾數一詞應相應理解；

**"Deposit Amount"** means the principal amount of any COMLD and specified as such in the Confirmation;

「**存款金額**」指任何商品掛鉤存款之本金金額，並於確認書中訂明；

**"Deposit Value Date"** means the date specified as such in the Confirmation, whether or not it is a Business Day or an Exchange Business Day or otherwise;

「**存款生效日**」指確認書中訂明的日期，無論該日是否為營業日或交易所營業日或其它；

**"Exchange"** means, in respect of each Linked Commodity, an exchange or quotation system on which the Linked Commodity or any futures contract relating to the Linked Commodity is traded (or any successor organization or body performing similar functions) and is specified as such in the Confirmation;

「**交易所**」指就每隻種鉤商品而言，指該掛鉤商品或與該商品相關的任何期貨合約交易(或任何履行相類功能的繼任組織或機構)的交易所或報價系統，並於確認書上訂明；

**"Exchange Business Day"** means for any Exchange, a day on which such Exchange is scheduled to be open for trading for its regular trading session, other than a day on which trading on such Exchange is scheduled to close prior to its regular weekday closing time;

「交易所營業日」指該交易所安排開放其正常交易時段進行交易的日子，但不包括該交易所安排提前結束正常平日交易時間的日子；

**"Fixing Date"** means the date specified as such in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「定價日期」指確認書所訂明的日期，並根據本補充條款作出調整；

**"Fixing Price"** means, in relation to any Linked Commodity, the official settlement price as quoted by the Exchange at the Fixing Time on the Fixing Date and displayed on the Price Source as specified in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「定價價格」指就任何掛鉤商品而言，指於定價日期定價時間由交易所報價及確認書所訂明的價格來源上顯示的官方結算價格，並根據本補充條款作出調整；

**"Fixing Time"** means the fixing time specified as such in the Confirmation;

「定價時間」指確認書中訂明的定價時間；

**"Interest"** means the fixed interest, if any, payable on any COMLD;

「利息」指應付予任何商品掛鉤存款的固定利息(如有)；

**"Interest Payment Date"** means any date on which the Interest will become payable and specified as such in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「利息支付日」指於確認書中訂明支付利息的任何日期，並根據本補充條款作出調整；

**"Interest Rate"** means the interest rate per annum specified as such in the Confirmation;

「利率」指確認書中訂明的年利率；

**"Linked Commodity"** means each commodity referred to in Clause 2.1, and **"Linked Commodities"** shall be construed accordingly;

「掛鉤商品」指第 2.1 條所述的每種商品，「掛鉤商品」的眾數一詞應相應理解；

**"Maturity Payment"** means, in relation to any COMLD, the amount payable to the Customer upon maturity, which shall comprise of an amount equivalent to 100% of the Deposit Amount and the Variable Return;

「到期付款」指就任何商品掛鉤存款而言，於到期時應付予客戶之金額，包括一筆等於 100%存款金額及變動回報之款項；

**"Price Source"** means, in respect of any Linked Commodity, any publication (or such other origin of reference, including an Exchange) containing (or reporting) the settlement price (or the information necessary for determining the settlement price) for the Linked Commodity; and



「價格來源」指有關任何掛鉤商品的刊物(或其它參考來源, 包括交易所), 該來源包含(或報導)掛鉤商品的結算價格(或確定結算價格所需資料);

"Variable Return" means the amount, if any, payable on any COMLD and more particularly described in Clause 4.

「變動回報」指詳述於第 4 條的任何商品掛鉤存款所應付的金額(如有)。

## 2. Linked Commodity 掛鉤商品

- 2.1 In respect of each COMLD, the Variable Return is linked to the performance of one underlying commodity or a basket of underlying commodities as agreed between the Customer and the Bank when the relevant COMLD is placed and recorded as such in the Confirmation. By way of example, and without limitation, the Linked Commodities may include gold, silver, aluminium, copper, crude oil, natural gas, nickel, lead and platinum.

就每項商品掛鉤存款而言, 變動回報繫於客戶與銀行於相關商品掛鉤存款存放時協議及於確認書中記錄的一項或一籃子掛鉤商品之表現。舉例但不限於: 掛鉤商品可包括黃金、白銀、鋁、銅、原油、天然氣、鎳、鉛及鉑金。

## 3. Interest 利息

- 3.1 In respect of any COMLD, this Clause 3 shall only apply if and only if the relevant Confirmation specifies that the Interest is payable on the COMLD.  
就任何商品掛鉤存款而言, 僅於相關確認書訂明該商品掛鉤存款應付利息時, 本第 3 條款方適用。

- 3.2 Unless otherwise specified in the relevant Confirmation, Interest will accrue on the Deposit Amount from (and including) the Deposit Value Date to (and excluding) the Maturity Date at the rate per annum equal to the Interest Rate.  
除非相關確認書另有訂明, 利息將由存款生效日起(包括該日)至到期日止(不包括該日)按存款金額及等於利率的年利率累計。

- 3.3 The Interest shall accrue from day to day, and be calculated on the basis of the actual number of days elapsed in accordance with the day count convention of the Base Currency.  
利息逐日累計, 並根據基準貨幣之日數計算慣例以實際經過日數計算。

- 3.4 Unless otherwise specified in these Supplemental Terms:-  
除非本補充條款另有規定:

- (a) Interest will be payable on each Interest Payment Date; and  
利息將於每個利息支付日支付; 及
- (b) in respect of any Interest Payment Date, Interest will accrue from (and including) the immediately preceding Interest Payment Date (if none, the Deposit Value Date) to (and excluding) such Interest Payment Date and paid thereon.  
就任何利息支付日而言, 利息由緊接前一利息支付日(如無, 則由存款生效日)起(包括該日)至該利息支付日止(不包括該日)累計並於該日支付。

- 3.5 If any Interest Payment Date is not a Business Day, then such Interest Payment Date shall be postponed to the first succeeding day that is a Business Day provided always that notwithstanding such postponement, no adjustment will be made to the amount of the Interest payable thereon.

如任何利息支付日非營業日，則該利息支付日將順延至下一個營業日，但即使順延，利息金額不作調整。

- 3.6 Unless otherwise agreed by the Bank, Interest will be paid into the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

除非銀行另行同意，利息將支付至結算賬戶。若客戶未持有結算賬戶，銀行得於未另行通知客戶之情況下，以客戶名義開立該等賬戶。

#### 4. Variable Return 變動回報

- 4.1 The manner of determining and calculating the Variable Return of each COMLD will be set out in the Confirmation. In any event, the amount of the Variable Return is calculated by reference to the Base Price and the Fixing Price of each Linked Commodity.

每項商品掛鉤存款變動回報的決定及計算方式將載於確認書中。無論如何，變動回報金額係根據每種掛鉤商品的基準價格及定價價格計算。

- 4.2 The Variable Return may or may not be less than zero and will be specified in the Confirmation.

變動回報可為負值亦可非負值，並於確認書中訂明。

#### 5. Maturity and Settlement 到期及結算

- 5.1 Unless otherwise specified in these Supplemental Terms, each COMLD will be settled on the Maturity Date, and the Bank will settle the same by paying to the Customer the Maturity Payment, all in the form of cash and in the Base Currency.

除非本補充條款另有規定，每項商品掛鉤存款將於到期日結算，銀行將以現金形式且以基準貨幣向客戶支付到期付款款項以完成結算。

- 5.2 Unless otherwise agreed by the Bank, the Maturity Payment will be paid into the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

除非銀行另行同意，到期付款款項將支付至結算賬戶。如客戶未持有結算賬戶，銀行得於未另行通知客戶之情況下，以客戶名義開立該等賬戶。

- 5.3 Any payment to the Customer in accordance with Clauses 5.1 and 5.2 shall be or deemed to be full and final settlement of the relevant COMLD on the part of the Bank.

根據第 5.1 及 5.2 條向客戶作出的任何付款，應視為銀行對該相關商品掛鉤存款之全部最終結算。

- 5.4 If the Maturity Date of any COMLD is not a Business Day or an Exchange Business Day, then unless otherwise specified in these Supplemental Terms,

the Maturity Date shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day.

如任何商品掛鉤存款的到期日不是營業日或交易所營業日，則除非本補充條款另有規定，到期日應順延至緊接之首個同時為營業日及交易所營業日的日子。

## 6. Market Disruptions 市場干擾

- 6.1 In respect of any COMLD, if the Bank determines that any Market Disruption Event in respect of any one or more Linked Commodities has occurred and is continuing on a day which is scheduled to be a day on which the Base Price or Fixing Price of the Linked Commodity is to be determined or any other day on which the Base Price or Fixing Price is required to be determined, the Bank may:-

就任何商品掛鉤存款而言，如銀行確定於預定基準價格或定價價格的掛鉤商品定價日或任何其它需要確定基準價格或定價價格的日子當天，發生並持續一項或多項掛鉤商品市場干擾事件，銀行可：

- (a) in its sole and absolute discretion determine the Base Price or the Fixing Price in its good faith and in a commercially reasonable manner and from information which the Bank believes to be relevant for such purpose, and the Bank will notify the Customer of its determination provided that the right of the Bank under these Supplemental Terms shall not be affected in any way by any delay or failure of such notification; and/or

以其全權酌情權，根據善意及商業上合理的方法，從銀行認為與此目的相關的資料中釐定基準價格或定價價格，並將該決定通知客戶，但銀行在本補充條款下的權利不因該通知延遲或未能發出而受到任何影響；及 / 或

- (b) postpone such determination day to such date when the Bank believes that it is possible and practicable to determine the Base Price or the Fixing Price (as the case may be) in its sole and absolute discretion.

延期該定價日至銀行認為可行及實際可行的日子，以其全權酌情權決定基準價格或定價價格(視情況而定)。

- 6.2 If a day on which the Base Price or Fixing Price of the Linked Commodity is scheduled to be determined or any other day on which the Base Price or Fixing Price is required to be determined is not a Business Day or an Exchange Business Day, then such day shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day.

如原定確定掛鉤商品基準價格或定價價格的日子非營業日或交易所營業日，則該日應順延至首個同時為營業日及交易所營業日的下一個日子。

- 6.3 If the Fixing Date is postponed in accordance with this Clause 6, the Maturity Date mentioned in Clause 5.1 on which payment of the Maturity Payment is scheduled to be made to the Customer shall accordingly be postponed to the second day immediately following the postponed Fixing Date and Clause 5.4 shall apply accordingly. If any Interest Payment Date shall fall on the Maturity Date, such Interest Payment Date shall also be postponed to such postponed

Maturity Date. Notwithstanding any postponement of the Fixing Date, the Maturity Date and/or the Interest Payment Date as provided in these Supplemental Terms, no adjustment will be made to the Maturity Payment or the amount of Interest payable.

如定價日期因本第 6 條延期，則第 5.1 條所述的到期日(即預定支付到期支付款項予客戶的日子)應相應順延至延期定價日期後的第二天，並適用第 5.4 條規定。若任何利息支付日恰逢該到期日，該利息支付日亦應順延至延期後的到期日。儘管定價日期、到期日及 / 或利息支付日有所順延，本補充條款規定的到期付款款項及應付利息金額均不作調整。

6.4 **"Market Disruption Event"** means, in respect of any Linked Commodity, any bona fide event, circumstance or cause (whether or not reasonably foreseeable) beyond the reasonable control of the Bank which has or will have a material adverse effect on the ability of commodity dealers generally to place, maintain or modify hedges of positions in respect of such Linked Commodity. A Market Disruption Event may include, without limitation, any of the following events:-

「市場干擾事件」指就任何掛鉤商品而言，任何真實發生且超出銀行合理控制範圍的事件、情況或原因(無論是否合理可預見)，該事件對一般商品交易商設定、維持或調整該掛鉤商品倉盤之避險操作能力造成或將造成重大不利影響。市場干擾事件可包括但不限於下列事件：

(a) any failure of trading to commence, or the permanent discontinuation of trading, or any suspension or absence of or limitation on trading of the Linked Commodity or any futures or options contracts in respect of the Linked Commodity on the applicable Exchange, or the occurrence of any event that disrupts or impairs (as determined by the Bank) the ability of market participants in general:-

掛鉤商品或與該商品有關之期貨或期權合約在相關交易所的交易未能開始、永久停止、暫停、不存在或受限，或發生任何事件導致(由銀行判定)市場參與者普遍遭受如下困難：

- (i) to effect transactions in, or to obtain market values for, the Linked Commodity on the applicable Exchange, or  
在相關交易所進行掛鉤商品之交易或取得市場價格；
- (ii) to effect transactions in, or obtain market values for, future or options contracts in respect of the Linked Commodity on the applicable Exchange  
在相關交易所進行掛鉤商品期貨或期權合約之交易或取得市場價格；

(collectively, the **"Exchange Disruption"**);

(統稱「交易所干擾」);

(b) the failure of the Price Source to announce or publish the settlement price for the Linked Commodity (or the information necessary for determining the settlement price), or the temporary or permanent discontinuance or unavailability of the Price Source (the **"Price Source Disruption"**);

價格來源未能發布或公布該掛鉤商品的結算價格(或確定結算價格所需之資料)，或價格來源的臨時或永久停止或不可用(「價格來源干擾」);

- (c) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which would make it unlawful or impracticable for the Bank to perform its obligations under the COMLD or for dealers generally to place, maintain or modify hedges of positions in respect of the Linked Commodity;  
任何法律、法規、規則、裁決、法庭或其他政府機關發布之命令，使銀行履行商品掛鉤存款義務或一般交易商對掛鉤商品部位進行設定、維持或調整避險倉盤變得違法或不可行；
- (d) the taking of any action by any governmental, administrative, legislative or judicial authority or power of any country, or any political subdivision thereof, which has a material adverse effect on the financial markets of a country in which any applicable Exchange is located;  
任何國家或其政治分區之政府、行政、立法或司法機關採取的任何行動，對該國金融市場造成重大不利影響，而該國或該政治分區為相關交易所所在地；
- (e) the occurrence of any event including, without limitation, any outbreak or escalation of hostilities or other national or international calamity or crisis (including, without limitation, natural calamities) which has or would have a material adverse effect on the ability of the Bank to perform its obligations under the COMLD or of dealers generally to place, maintain or modify hedges of positions with respect to the Linked Commodity or a material and adverse effect on the economy of the country where the Exchange is located or the trading of the Linked Commodity or futures or options contracts in respect of the Linked Commodity generally on the applicable Exchange.  
發生任何事件，包括但不限於任何敵對行動爆發或升級、其他國內或國際災難或危機(包括自然災害)，對銀行履行商品掛鉤存款義務或一般交易商設定、維持或調整掛鉤商品倉盤避險能力造成重大不利影響，或對該交易所所在國經濟、掛鉤商品及其相關期貨或期權合約在相關交易所的一般交易造成重大不利影響。

## 7. Adjustment provisions 調整條款

- 7.1 If at any time prior to the Maturity Date there occurs any Potential Adjustment Event (as defined in Clause 7.2), the Bank shall in its sole and absolute discretion (but is not obliged to) determine the appropriate adjustment to be made to the Base Price, the Fixing Price, the Variable Return and/or other terms of these Supplemental Terms to account for such material change and to preserve the economic equivalent of the rights of the Bank or Customer under any COMLD prior to that Potential Adjustment Event, such adjustment to be effective as of the date determined by the Bank in its sole and absolute discretion.

如於到期日前任何時間發生任何潛在調整事件(定義見第 7.2 條)，銀行得全權酌情(但無須為之)針對基準價格、定價價格、變動回報及 / 或本補充條款的其它條款作出適當調整，以反映該等重大變動，及維持銀行或客戶於該潛在調整事件發生前於任何商品掛鉤存款下的權利之經濟等效性，該等調整自銀行全權酌情決定之日期起生效。

7.2 "Potential Adjustment Event" means:-

「潛在調整事件」指：

- (a) the occurrence of a material change in the formula for or method of determining the price for the Linked Commodity;  
掛鉤商品價格公式或定價方法發生重大變更；
- (b) the occurrence of a material change in the content, composition or constitution of the Linked Commodity or the future or option contract relating to the determination of the specified price for the Linked Commodity; or  
掛鉤商品或與該商品相關之期貨或期權合約的內容、組成或結構發生重大變更，以致影響該掛鉤商品訂明價格的決定；或
- (c) any event in respect of the Linked Commodity analogous to any of the foregoing events.  
有關掛鉤商品發生與上述任何事件類似之任何事件。

8. Accelerating the Determination and Payment of Variable Return 加速決定及支付變動回報

8.1 In respect of any COMLD, if the Bank at any time determines that one or more Market Disruption Events or Potential Adjustment Events in respect of one or more Linked Commodities has occurred and is continuing, and if any such Market Disruption Event or Potential Adjustment Event has continued for at least eight (8) consecutive days that are Exchange Days, the Bank may, at its option upon notice to the Customer, elect to accelerate the determination and payment of the Variable Return on a specified date (the "**Acceleration Date**"). In such event:-

就任何商品掛鉤存款而言，如銀行隨時確定一項或多項有關一種或多種掛鉤商品的市場干擾事件或潛在調整事件已發生且持續，且該等市場干擾事件或潛在調整事件已連續持續不少於八(8)個交易所營業日，銀行可於通知客戶後，選擇於指定日期(「**加速日期**」)加速決定及支付變動回報。在此情況下：

- (a) the Fixing Price of all the Linked Commodities shall be determined as of the Acceleration Date;  
所有掛鉤商品的定價價格將於加速日期確定；
- (b) the Bank shall in its sole and absolute discretion determine the Fixing Price for the Linked Commodity in respect of which the Market Disruption Event has occurred and is continuing in its good faith and in a commercially reasonable manner and from information which the Bank believes to be relevant for such purpose;  
對於發生且持續市場干擾事件的掛鉤商品，銀行將以善意及商業上合理的方法，並根據銀行認為與此目的相關的資料，自行全權酌情權釐定該掛鉤商品的定價價格；
- (c) the Bank shall be entitled to make such adjustments, if any, to the formula for calculating the Variable Return as the Bank reasonably determines appropriate to account for the fact that, as a consequence of the occurrence and continuance of the Market Disruption Event or Potential Adjustment Event, the Fixing price is to be determined as of the Acceleration Date, rather than on the Fixing Date;

銀行有權因市場干擾事件或潛在調整事件的發生及持續，對計算變動回報的公式作出需要的合理調整，定價價格須於加速日期而非定價日期確定；

- (d) payment of the Variable Return shall be made within reasonable time at the Bank's sole discretion after the Acceleration Date.

變動回報將於加速日期後，由銀行全權酌情決定的合理時間支付。

- 8.2 For the avoidance of doubt, notwithstanding that the Bank has accelerated the payment of the Variable Return, the Deposit Amount or the Interest will not be accelerated and will remain due and payable on the Maturity Date or the relevant Interest Payment Date.

為免生疑義，儘管銀行已加速支付變動回報，存款金額或利息不會加速支付，仍應於到期日或相關利息支付日支付。

- 8.3 If the Bank determines that the Market Disruption Event has occurred in respect of one or more of the Linked Commodities and such Market Disruption Event is the result of an Exchange Disruption or a Price Source Disruption, then, in lieu of accelerating the determination and payment of the Variable Return as provided under Clause 8.1, the Bank may use an alternate Exchange or Price Source (as the case may be) to determine the Fixing Price for the affected Linked Commodity.

如銀行確定一項或多項掛鉤商品發生市場干擾事件，且該市場干擾事件屬於交易所干擾或價格來源干擾，則銀行可不依第 8.1 條加速決定及支付變動回報，而改為採用替代交易所或價格來源(視情況而定)以釐定受影響掛鉤商品的定價價格。

## 9. Risk Disclosure Statements 風險披露聲明

- 9.1 Each COMLD carries risks not normally associated with ordinary bank deposits and is generally not a suitable substitute for ordinary savings or time deposits. If there is a cap on the total amounts of the Maturity Payment in the COMLD, the amount payable for such COMLD is pre-determined and under no circumstances will the Customer receives at maturity an amount more than the Maturity Payment.

每項商品掛鉤存款均具有普通銀行存款通常不伴隨的風險，並且一般不是普通儲蓄或定期存款的合適替代品。如商品掛鉤存款之到期付款款項設有上限，則該商品掛鉤存款的支付金額為預先確定，客戶於到期時絕不會收到多於該到期付款的款項。

- 9.2 If the COMLD is not "principal protected", losses may be incurred rather than profit made as a result of placing any COMLD.

若商品掛鉤存款非「本金保障」，投資任何商品掛鉤存款可能導致損失而非獲利。

- 9.3 It is uncertain as to how much Variable Return, if any, will be payable as the Variable Return will be dependent on movements in the commodity market conditions and in particular subject to the risk of fluctuation in the price of the Linked Commodity which may be up or down and such fluctuation may sometimes be dramatic. There is a possibility that no amount of Variable Return will be payable. The Customer should therefore carefully study the commodity

market and the Linked Commodities, understand the risks associated with the COMLD and seriously consider whether the COMLD is suitable investment for him in the light of his financial position, investment experience, investment objectives and other relevant circumstances.

變動回報(如有)之支付金額存有不確定性，因其依賴商品市場行情變動，尤其是涉及掛鉤商品價格波動風險，該等波動可為上升或下降，且波動幅度有時甚劇烈。有可能不會獲得支付任何變動回報。因此，客戶應仔細研究商品市場及掛鉤商品，了解商品掛鉤存款相關風險，並基於其財務狀況、投資經驗、投資目標及其他相關情況，審慎考慮該商品掛鉤存款是否為合適投資。

**9.4 The Customer hereby confirms and agrees that:-**

客戶特此確認並同意：

- (a) the Customer fully satisfies with and understands the extent of the exposure to risks inherent in any COMLD and the extent to which such risk is appropriate for the Customer in the light of the Customer's financial position, investment experience and investment objectives; and

客戶充分了解並信納任何商品掛鉤存款所固有風險的程度及該風險與其財務狀況、投資經驗及投資目標相符；及

- (b) if necessary, the Customer should seek independent financial and legal advice in relation to each COMLD before entering into any transaction.

如有需要，客戶應在進行任何交易前，尋求獨立的財務及法律意見。

**9.5 The COMLDs cannot be cancelled or withdrawn by the Customer prior to the agreed Maturity Date.**

於約定到期日前，客戶不能取消或撤回商品掛鉤存款。

**9.6 If a Market Disruption Event in respect of any Linked Commodity occurs on a day on which the Base Price or the Fixing Price of the Linked Commodity is to be determined, the determination of such prices will be postponed to a later date. Fluctuations in prices may occur in the interim.**

如於應確定掛鉤商品基準價格或定價價格之日發生市場干擾事件，該等價格確定將順延至後續日期，中間期間價格可能波動。

**9.7 Investment in the COMLD is not equivalent to a direct investment in the Linked Commodity. The COMLD does not represent an interest in any of the Linked Commodities and the Customer will have no right or entitlement to any Linked Commodity. The Customer is subject to different risks than the risks of such a direct investment and any return payable on the COMLD will not be identical to the return associated with the Linked Commodities.**

投資商品掛鉤存款並不同於直接投資該掛鉤商品。商品掛鉤存款並不代表持有任何掛鉤商品之權益，客戶亦無權獲得任何掛鉤商品。客戶面臨的風險與直接投資掛鉤商品的風險不同，而商品掛鉤存款所能取得的回報亦不會與掛鉤商品的回報相同。

**9.8 If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all documents relating to any COMLD and review them in detail to**



ensure that any anomalies or mistakes can be detected in a timely fashion.

如客戶授權銀行代為寄存或轉寄與商品掛鉤存款相關的文件給第三者，客戶必須及時親自收取並詳細審閱所有文件，以確保能及時發現任何異常或錯誤。

- 9.9 Nothing in this Clause 9 shall prejudice any other risk disclosure statements issued by the Bank.

本第 9 條不影響銀行發出之其它風險披露聲明。

10. Potential Conflict of Interest 潛在利益衝突

- 10.1 The Bank and/or affiliates of the Bank may buy and sell the Linked Commodity or derivatives of the Linked Commodity, and may issue other instruments the value of which are linked to the value of the Linked Commodity. These activities may affect the market value of the Linked Commodity, or could result in the Bank, having interests which conflict with those of the Customer in relation to the market value of the Linked Commodity.

銀行及 / 或銀行的聯屬機構可能買賣掛鉤商品或該掛鉤商品之衍生工具，亦可能發行其價值與掛鉤商品價值相關聯的金融工具。此等活動可能影響掛鉤商品的市場價值，或導致銀行在掛鉤商品市場價值方面與客戶的利益產生衝突。

## PART IV: CURRENCY LINKED DEPOSITS

### 第四部分: 貨幣掛鉤存款

The terms and conditions in this Part IV set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in currency linked deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them carefully before agreeing to be bound by them.

本第四部分的條款與細則訂明客戶與銀行有關客戶投資於銀行不時提供並於本部分所指明之貨幣掛鉤存款的權利及義務。所有此等條款與細則具法律約束力，客戶應於同意受其約束前仔細閱讀。

#### 1. Scope, Definitions and Interpretation 範圍、定義及詮釋

- 1.1 In this Part IV, any reference to "**these Supplemental Terms**" shall be construed as reference to the terms and conditions for currency-linked deposits as set out in this Part IV (as from time to time be amended or supplemented).

在本第四部分內，任何提及「**本補充條款**」均指本部分列明的貨幣掛鉤存款條款與細則(包括不時之修訂或補充)。

- 1.2 These Supplemental Terms set out the methodology for determining the return and other factors in respect of or in relation to each CURLD (as defined in Clause 1.7 below) or PPCURLD (as defined in Clause 1.7 below).

本補充條款訂明有關或涉及每項貨幣掛鉤存款(定義見第 1.7 條)或保本貨幣掛鉤存款(定義見第 1.7 條)之回報及其它因素之計算方法。

- 1.3 These Supplemental Terms supplement the terms and conditions in Part I (the "**General Terms**") and form a part thereof. Unless otherwise stipulated, in the event of any conflict or discrepancy between the General Terms and these Supplemental Terms, these Supplemental Terms shall prevail.

本補充條款為第一部分條款與細則(「**一般條款**」)的補充，並構成其一部分。除非另有規定，如一般條款與本補充條款有任何衝突或不一致，應以本補充條款為準。

- 1.4 The terms and conditions set out in these Supplemental Terms and the General Terms shall apply to each CURLD or PPCURLD placed by the Customer with the Bank from time to time, and each CURLD or PPCURLD is an Investment Deposit for such purpose.

本補充條款及一般條款所訂明之條款與細則，適用於客戶不時向銀行存放的每項貨幣掛鉤存款或保本貨幣掛鉤存款，而該等存款即為投資存款。

- 1.5 The expressions defined in Clauses 1.1 and 1.2 of the General Terms shall, save where the context otherwise requires or as otherwise re-defined in this Part IV, have the same meaning when used in these Supplemental Terms. Clauses 1.4 to 1.7 of the General Terms shall equally apply to these Supplemental Terms.

除非上下文另有所指或於本第四部分另行給予定義，一般條款第 1.1 及第 1.2 條給予定義的詞語於本補充條款內具相同意義。一般條款第 1.4 至 1.7 條亦同樣適用於本補充條款。

- 1.6 In these Supplemental Terms, references to "Clauses" and "Sub-Clauses" are, unless otherwise stated, to clauses and sub-clauses to these Supplemental Terms.

除非另有規定，本補充條款內所指「條款」及「子條款」均指本補充條款之條款及子條款。

- 1.7 In these Supplemental Terms, save where the context otherwise requires:

除非上下文另有所指，本補充條款中詞語定義如下：

**"Base Currency"** means the currency in which any CURLD or PPCURLD is deposited and denominated, and is specified as the currency of the Principal in the Confirmation;

「基準貨幣」指任何貨幣掛鉤存款(包括貨幣掛鉤存款或保本貨幣掛鉤存款)以其存入及計價之貨幣，並於確認書訂明為本金貨幣；

**"CURLD"** means any currency-linked deposit which the Bank makes available from time to time subject to and upon these Supplemental Terms and the Confirmation;

「貨幣掛鉤存款」(CURLD)指銀行不時根據本補充條款及確認書提供之任何貨幣掛鉤存款；

**"Closing Price"** means the exchange rate as between the Linked Currency and the Base Currency conclusively quoted by the Bank with reference to the prevailing market spot rate at the Determination Time on the Determination Date;

「收市價」指銀行根據確認書所訂明的確定日期確定時間，參考當時市場所報現貨匯率，確定掛鉤貨幣與基準貨幣之間的匯率，且該匯率為銀行為終局性的；

**"Deposit Period"** means the period of CURLD or PPCURLD as specified as such in the Confirmation;

「存款期」指確認書中訂明的貨幣掛鉤存款或保本貨幣掛鉤存款之期間；

**"Determination Date"** means the determination date as specified as such in the Confirmation;

「確定日期」指確認書中訂明的確定日期；

**"Determination Time"** means a time on the Determination Date as specified as such in the Confirmation;

「確定時間」指確認書中訂明的確定日期中的確定時間；

**"Disruption Event"** means the hoisting of No.8 or higher typhoon signal or the issuing of a "Black" rainstorm warning, or such other event as specified in the Confirmation;

「干擾事件」指八號或以上颱風信號的懸掛，黑色暴雨警告的發出，或確認書所指定的其它事件；

**"Linked Currency"** means the currency covered by the Option and agreed between the Bank and the Customer when the relevant CURLD or PPCURLD is placed, and is specified as such in the Confirmation;

「掛鉤貨幣」指期權覆蓋的及於訂立相關貨幣掛鉤存款或保本貨幣掛鉤存款相關存款時約定的貨幣，並於確認書中訂明；

**"Option"** means in relation to any CURLD, a call or put option under which the Bank or the Customer (as option holder) is entitled, but not obliged, to exercise on the Maturity Date : (a) so as to buy or to sell (as the case may be) at the Strike Price agreed amount of the Linked Currency as calculated in accordance with the Confirmation, or (b) so as to execute or implement such special agreement, transaction or arrangement as specified by such option set out in the Confirmation;

「期權」指就任何貨幣掛鉤存款而言，銀行或客戶(作為期權持有人)於到期日享有但無義務行使的看升或看跌期權：(a) 按確認書中計算方法於行使價格買入或賣出約定數量的掛鉤貨幣；或(b)依據確認書中指定之期權執行或實施特殊協議、交易或安排；

**"PPCURLD"** means any principal protected CURLD which the Bank makes available from time to time subject to and upon these Supplemental Terms and the Confirmation;

「保本貨幣掛鉤存款」(PPCURLD)指銀行不時根據本補充條款及確認書提供的任何保本貨幣掛鉤存款；

**"Premium"** means the purchase price paid by the Bank to the Customer for the Option in relation to any CURLD or PPCURLD;

「期權金」指銀行就任何貨幣掛鉤存款或保本貨幣掛鉤存款的期權向客戶支付的購買價；

**"Principal"** means the principal amount of any CURLD or PPCURLD and specified as such in the Confirmation;

「本金」指任何貨幣掛鉤存款或保本貨幣掛鉤存款的本金金額，並於確認書中訂明；

**"Return"** means the sum representing the return on any CURLD and any PPCURLD calculated in accordance with Clauses 3 and 4 respectively;

「回報」指根據第 3 條及第 4 條分別計算的貨幣掛鉤存款及保本貨幣掛鉤存款的回報總額；

**"Return Rate"** means, in relation to any CURLD, the rate specified as such in the Confirmation;

「回報率」指就任何貨幣掛鉤存款而言，於確認書中指定之利率；

**"Return Calculation"** means, in relation to any PPCURLD, the methodology or formula adopted in calculating the Return as specified or set out in the Confirmation; and

「回報計算」指就任何保本貨幣掛鉤存款而言，確認書內訂明或列明用於計算回報的方法或公式；

**"Strike Price"** means, in relation to any CURLD, the exchange rate as between the Linked Currency and the Base Currency specified as such in the Confirmation at which the Linked Currency may be sold to the Customer by the Bank upon the exercise of the Option.

「行使價格」指就任何貨幣掛鉤存款而言，於確認書中訂明的掛鉤貨幣與基準貨幣之間的匯率，銀行行使期權時將以該價格向客戶出售掛鉤貨幣。

## 2. Grant of Option 期權授予

- 2.1 The Option shall be automatically and irrevocably granted by the Bank or Customer (as the case may be) to the Customer or Bank (as the case may be) simultaneously with the placing of each CURLD or PPCURLD.

期權應由銀行或客戶(視情況而定)在每項貨幣掛鉤存款或保本貨幣掛鉤存款存放時，同時自動且不可撤銷地授予客戶或銀行(視情況而定)。

## 3. Return on CURLD 貨幣掛鉤存款的回報

- 3.1 In respect of each CURLD, the Bank will pay to the Customer the Return on the Maturity Date. The Return is payable on the Principal for the Deposit Period, calculated at the Return Rate on the basis of the Base Currency, actual number of days that have elapsed during such Deposit Period in accordance with the day count convention of the Base Currency, and other terms set out in the Confirmation.

就每項貨幣掛鉤存款，銀行將於到期日向客戶支付回報。回報按本金的存款期支付、按基準貨幣的回報率及存款期的實際經過天數(依基準貨幣日數計算慣例)計算，並依確認書內其它條款所規定。

## 4. Return on PPCURLD 保本貨幣掛鉤存款的回報

- 4.1 In respect of each PPCURLD, the Bank shall pay to the Customer the Principal and Return on the Maturity Date. The Return is payable on the Principal for the Deposit Period, calculated in accordance with the Return Calculation specified in each Confirmation and other terms set out in the Confirmation.

就每項保本貨幣掛鉤存款，銀行將於到期日向客戶支付本金及回報。回報按照每份確認書所訂明之回報計算方法及其它條款計算。

- 4.2 The interest accruing on the Principal will be treated as a Premium paid back by the Customer to the Bank.

本金所產生的利息視作客戶向銀行支付的期權金。

## 5. Maturity and Settlement 到期及結算

- 5.1 In respect of any CURLD and PPCURLD, the Bank shall compare the Closing Price with the Strike Price at Determination Time on the Determination Date. The Bank and Customer shall exercise the Option in accordance with the Confirmation.

對任何貨幣掛鉤存款及保本貨幣掛鉤存款，銀行將於確定日期之確定時間比較收市價與行使價格。銀行及客戶應依確認書行使期權。

- 5.2 In respect of each CURLD, the Bank or the Customer (as the case may be) shall, in accordance with these Supplemental Terms and the Confirmation, pay to the other party such amount and in the Base Currency or Linked Currency as specified, calculated or determined by the Confirmation and these Supplemental Terms.

就每項貨幣掛鉤存款，銀行或客戶(視情況而定)應按本補充條款及確認書以確認書及本補充條款所計算或決定的金額及基準貨幣或掛鉤貨幣向對方支付。

- 5.3 In respect of each PPCURLD, the Bank shall, in accordance with these Supplemental Terms and the Confirmation, pay the Customer the Principal and Return (calculated in accordance with the Confirmation and these Supplemental Terms) and in the Base Currency or Linked Currency as specified or determined by the Confirmation.

就每項保本貨幣掛鉤存款，銀行應依本補充條款及確認書支付客戶本金及回報(依確認書及本補充條款計算)，款項以基準貨幣或掛鉤貨幣支付，視確認書規定或決定而定。

- 5.4 Payment to the Customer pursuant to Clauses 5.2 and 5.3 shall be made on the Maturity Date and, unless otherwise agreed by the Bank, to the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

根據第 5.2 及 5.3 條向客戶支付款項應於到期日支付，除非銀行另有同意，款項應支付至結算賬戶。若客戶未持有結算賬戶，銀行可不經通知客戶，以客戶名義開立該(等)賬戶。

- 5.5 Payment to the Customer in accordance with Clauses 5.2, 5.3 and 5.4 shall be or deemed to be full and final settlement of the relevant CURLD or PPCURLD on the part of the Bank.

根據第 5.2、5.3 及 5.4 條向客戶支付款項，應視為銀行對相關貨幣掛鉤存款或保本貨幣掛鉤存款之全部及最終結算。

- 5.6 If the Determination Date of any CURLD or PPCURLD originally specified in the Confirmation is not a Business Day or the Bank is not open for business when a Disruption Event occurs at any time or throughout the Determination Date, then the Determination Date shall be the next succeeding day that is a Business Day or (as the case may be) at different hours of such day or the next succeeding day that is a Business Day on which there is no Disruption Event or such other time as the Bank considers appropriate.

如任何貨幣掛鉤存款或保本貨幣掛鉤存款於確認書載明之確定日期非營業日，或於確定日期內任一時段發生干擾事件導致銀行未營業，則確定日期順延至下一個營業日，或於不同時間段內、或無干擾事件之下一營業日，或銀行認為適當的其它時間。

- 5.7 If the Determination Date is postponed in accordance with Clause 5.6, the Maturity Date shall accordingly be postponed to the first succeeding day that is a Business Day on which no Disruption Event occurs.

如根據第 5.6 條順延確定日期，到期日亦相應順延至之後的首個無干擾事件之營業日。

- 5.8 If the Maturity Date of any CURLD or PPCURLD originally specified in the Confirmation is not a Business Day or the Bank is not open for business when a Disruption Event occurs at any time or throughout the Maturity Date, then the Maturity Date shall be the first succeeding day that is a Business Day or (as the case may be) the first succeeding day that is a Business Day on which there is no Disruption Event or such other time as the Bank considers appropriate.

如任何貨幣掛鉤存款或保本貨幣掛鉤存款在確認書原訂的到期日為非營業日，或於該日期任一時段發生干擾事件導致銀行未營業，到期日順延至之後首個無干擾事件的下一營業日，或銀行視情況認為適當的其它時間。

## 6. Risk Disclosure Statements 風險披露聲明

- 6.1 Each CURLD or PPCURLD carries risks not normally associated with ordinary bank deposits and is generally not a suitable substitute for ordinary savings or time deposits.

每項貨幣掛鉤存款或保本貨幣掛鉤存款均具有普通銀行存款通常不具備的風險，通常不適合作為普通儲蓄或定期存款的替代品。

- 6.2 The return on each CURLD and PPCURLD will be dependent, to at least some extent, on movements in some specified currency exchange rate. Currency exchange rates are affected by a wide range of factors, including national and international financial and economic conditions and political and natural events. The effect of normal market forces may at times be countered by intervention by central banks and other bodies. At times, exchange rates, and prices linked to such rates, may rise or fall rapidly. Exchange controls or other monetary measures may be imposed by a government, sometimes with little or no warning. Such measures may have a significant effect on the convertibility or transferability of a currency and may have unexpected consequences for any CURLD and PPCURLD.

每項貨幣掛鉤存款及保本貨幣掛鉤存款的回報在一定程度上依賴訂明貨幣匯率的波動。貨幣匯率受多種因素影響，包括國內外財經經濟狀況以及政治與自然事件。正常市場力量有時可能被中央銀行及其他機構的干預抵消。匯率及與匯率相關之價格可能迅速大幅波動。政府可能實施匯率控制或其它貨幣措施，有時幾無預警。此等措施可能嚴重影響貨幣的可兌換性或可轉讓性，對任何貨幣掛鉤存款及保本貨幣掛鉤存款產生意料之外的影響。

- 6.3 CURLD is not “principal protected”. The principal amount of the deposit itself may be subject to variation by reference to the relevant currency exchange rate or may be repaid in a different currency. The total return on the deposit may be negative (when measured in terms of the currency of the original deposit) and, depending on the particular terms of any CURLD, the value of the principal repayable upon its maturity may be significantly less than the value deposited in the event of an adverse movement in the relevant exchange rate. The Customer should therefore carefully study the currency market and consider whether CURLD is a suitable investment for him in the light of his financial position, investment experience and investment objectives.

貨幣掛鉤存款並非「本金保障」，存款本金可能因相關匯率變動而受影響或以不同貨幣償還。存款的總回報可能為負數(以原存款貨幣計價)，且根據具

體存款條款，若匯率不利變動，到期償還本金的價值可能遠低於其投入價值。客戶因此應仔細研究貨幣市場並評估該貨幣掛鉤存款於其財務狀況、投資經驗及投資目標下是否合適。

- 6.4 PPCURLD is “principal protected”. The Customer should be aware that he may only receive the Principal without Return on the Maturity Date. The Customer should therefore carefully study the currency market and consider whether PPCURLD is a suitable investment for him in the light of his financial position, investment experience and investment objectives.

保本貨幣掛鉤存款為「本金保障」。客戶應知悉，其於到期日可能僅收回本金而無回報。故客戶應仔細研究貨幣市場並評估保本貨幣掛鉤存款是否適合其財務狀況、投資經驗及投資目標。

- 6.5 The Customer hereby confirms and agrees that:

客戶特此確認並同意：

- (a) in relation to CURLD, he is prepared to accept the Principal and Return being returned in the form of the Linked Currency;  
就貨幣掛鉤存款而言，願意接受本金及回報以掛鉤貨幣方式支付；
- (b) he is fully satisfied and understands the extent of the exposure to risk inherent in each CURLD or PPCURLD and the extent to which such risk is appropriate for the Customer in the light of the Customer's financial position, investment experience and investment objectives, and  
客戶已充分了解每項貨幣掛鉤存款及保本貨幣掛鉤存款相關風險，並信納該風險與其財務狀況、投資經驗及投資目標相符；及
- (c) if necessary, the Customer should seek independent financial and legal advice in relation to each CURLD or PPCURLD before entering into any transaction.

如有需要，客戶應於交易前尋求獨立財務及法律意見。

- 6.6 If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all documents relating to any CURLD and PPCURLD and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

如客戶授權銀行代為寄存或轉寄任何貨幣掛鉤存款及保本貨幣掛鉤存款相關文件予第三者，客戶應及時親自領取並詳細審閱該等文件，以確保及早發現任何異常或錯誤。

- 6.7 Nothing in this Clause 6 shall prejudice any other risk disclosure statements issued by the Bank.

本第 6 條的規定不影響銀行發布的其它風險披露聲明。

## 7. Potential Conflict of Interest 潛在利益衝突

- 7.1 The Bank and/or affiliates of the Bank may buy and sell the Linked Currency or derivatives of the Linked Currency, and may issue other instruments the value of which are linked to the value of the Linked Currency. These activities may affect the exchange rate of the Linked Currency, or could result in the



**Bank, having interests which conflict with those of the Customer in relation to the exchange rate of the Linked Currency.**

銀行及 / 或其聯屬機構可能買賣掛鉤貨幣或該掛鉤貨幣的衍生工具，並可發行其價值與掛鉤貨幣價值相關的金融工具。此等活動可能影響掛鉤貨幣的匯率，或造成銀行於掛鉤貨幣匯率方面與客戶的利益衝突。

## PART V: INDEX LINKED DEPOSIT

### 第五部分：指數掛鉤存款

The terms and conditions in this Part V set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in index linked deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them carefully before agreeing to be bound by them.

本第五部分的條款與細則訂明客戶與銀行有關客戶投資於銀行不時提供並於本部分所訂明之指數掛鉤存款的權利及義務。所有此等條款與細則具法律約束力，客戶應於同意受其約束前仔細閱讀。

#### 1. Scope, Definitions and Interpretation 範圍、定義及詮釋

1.1 In this Part V, any reference to "**these Supplemental Terms**" shall be construed as reference to the terms and conditions for index linked deposits as set out in this Part V (as from time to time be amended or supplemented). 在本第五部分內，任何提及「**本補充條款**」均指本部分列明的指數掛鉤存款條款與細則(包括不時之修訂或補充)。

1.2 These Supplemental Terms set out the methodology for determining the return and other factors in respect of or in relation to each INDEXLD (as defined in Clause 1.7). 本補充條款訂明有關或涉及每項指數掛鉤存款(定義見第 1.7 條)之回報及其它因素的計算方法。

1.3 These Supplemental Terms supplement the terms and conditions in Part I (the "**General Terms**") and form a part thereof. Unless otherwise stipulated, in the event of any conflict or discrepancy between the General Terms and these Supplemental Terms, these Supplemental Terms shall prevail. 本補充條款為第一部分條款與細則(「**一般條款**」)的補充，並構成其一部分。除非另有規定，如一般條款與本補充條款有任何衝突或不一致，應以本補充條款為準。

1.4 The terms and conditions set out in these Supplemental Terms and the General Terms shall apply to each INDEXLD placed by the Customer with the Bank from time to time, and each INDEXLD is an Investment Deposit for such purpose. 本補充條款及一般條款所訂明之條款與細則，適用於客戶不時向銀行存放的每項指數掛鉤存款，而該等存款即為投資存款。

1.5 The expressions defined in Clauses 1.1 and 1.2 of the General Terms shall, save where the context otherwise requires or as otherwise re-defined in this Part V, have the same meaning when used in these Supplemental Terms. Clauses 1.4 to 1.7 of the General Terms shall equally apply to these Supplemental Terms. 除非上下文另有所指或於本第五部分另行給予定義，一般條款第 1.1 及第 1.2 條給予定義的詞語於本補充條款內具相同意義。一般條款第 1.4 至 1.7 條亦同樣適用於本補充條款。

- 1.6 In these Supplemental Terms, references to "Clauses" and "Sub-Clauses" are, unless otherwise stipulated, to clauses and sub-clauses to these Supplemental Terms.

除非另有規定，本補充條款內所指「條款」及「子條款」均指本補充條款之條款及子條款。

- 1.7 In these Supplemental Terms, save where the context otherwise requires: 除非上下文另有所指，本補充條款中詞語定義如下：

**"Disrupted Day"** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular session or on which a Market Disruption Event has occurred;

「中斷日」指任何於預定交易日，當一相關交易所或任何相關交易所在其正常交易時段未能開市，或當日發生市場干擾事件；

**"Deposit Amount"** means the principal amount of any INDEXLD and specified as such in the Confirmation;

「存款金額」指任何指數掛鉤存款的本金金額，並於確認書中訂明；

**"Deposit Value Date"** means the date specified as such in the Confirmation, whether or not it is a Business Day or an Exchange Business Day or otherwise;

「存款生效日」指確認書中訂明的日期，無論該日是否為營業日或交易所營業日或其它；

**"Exchange"** means, in respect of an Index, each exchange or quotation system specified as such for such Index in the Confirmation, or any successor organization or body performing similar functions to such exchange or quotation system, or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Index has temporarily relocated (provided that the Bank has determined that there is compatible liquidity relative to the securities/commodities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange);

「交易所」指就某項指數而言，確認書指定的相關交易所或報價系統，或其繼任的相似職能組織，或該指數所包含證券 / 商品暫時轉移交易的替代交易所或報價系統(前提是銀行已判定該替代交易所或報價系統中相關證券 / 商品之流動性與原交易所相當)；

**"Exchange Business Day"** means for any Exchange, a day on which such Exchange and each Related Exchange is scheduled to be open for trading for its regular trading session[, notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time/other than a day on which trading on such Exchange is scheduled to close prior to its regular weekday closing time] *[ONC: Bank SinoPac please choose either one.];*

「交易所營業日」指任何交易所而言，該交易所及所有相關交易所按預定正常時段交易的營業日[, 即使任何該相關交易所或有關聯交易所於其預定收市時間前收市/但不包括該交易所安排於正常交易時段前收市的日子];

**"INDEXLD"** means any index linked deposit placed with and accepted by the Bank from time to time subject to and upon these Supplemental Terms and **"INDEXLDs"** shall be construed accordingly;

「指數掛鉤存款」(INDEXLD)指根據本補充條款並經銀行接受的任何指數掛鉤存款，且「指數掛鉤存款」的眾數形式應相應理解；

**"Index"** and **"Indices"** means, subject to adjustment in accordance with Clause 8, the index or indices specified in the Confirmation and related expressions shall be construed accordingly;

「指數」及「指數」的眾數指確認書所列明並按照第 8 條作出相應調整的指數或多個指數；

**"Index Sponsor"** means, in relation to an Index, the corporation or other entity, that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which is the index sponsor specified for such Index in the Confirmation;

「指數發起人」指就某指數而言，(a)負責設定、審查該指數相關規則及計算方法及調整(如有)，並(b)定期於每指定交易日(直接或通過代理人)公布該指數水平的法團或其他實體，而該法團或實體於確認書中訂明為該指數發起人；

**"Interest"** means the interest, if any, payable on any INDEXLD;

「利息」指任何指數掛鉤存款(如有)應支付之利息；

**"Interest Payment Date"** means any date on which the Interest, if any, will be payable and specified as such in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「利息支付日」指利息(如有)應支付之任何日期，並於確認書中訂明，並依本補充條款調整；

**"Interest Rate"** means the interest rate as specified, or to be determined on such basis or according to such formula as set out in the Confirmation;

「利率」指於確認書訂明或依確認書所列計算基礎或公式確定的利率；

**"Linked Index"** means each Index referred to in Clause 2.1, and **"Linked Indices"** shall be construed accordingly;

「掛鉤指數」指第 2.1 條所述的每項指數及其複數；

**"Market Disruption Event"** shall have the meaning ascribed thereto in clause 7.4;

「市場干擾事件」具第 7.4 條定義；

**"Maturity Payment"** means, in relation to any INDEXLD, the amount payable to the Customer upon maturity, where (a) no fixed amount is payable at maturity, a payment in cash or (b) a fixed amount is payable at maturity, an amount equivalent to 100% of the Deposit Amount and the Return;

「到期付款」指任何指數掛鉤存款於到期時應支付予客戶的金額，其中(a) 若到期無固定金額支付，則以現金支付，或(b) 若到期有固定金額支付，則為等同存款本金及回報之合計金額；

**"Reference Price"** means:

「參考價格」指：

- (a) in respect of a single underlying Index, an amount (which shall be deemed to be an amount of the currency as specified in the Confirmation) equal to the official closing level of the Index as determined by the Bank (or if a Valuation Time other than the Scheduled Closing Time is specified in the Confirmation, the level of the Index determined by the Bank at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction; and

就單一標的指數而言，於確認書訂明的貨幣金額，該金額等同銀行於估值日以確認書訂明之時間(若確認書訂明的估值時間非正常收市時間，則以銀行於該估值時間決定的指數水平)決定的官方收市水平指數，不受日後修正影響；

- (b) in respect of a basket of Indices, an amount (which shall be deemed to be an amount of the currency as specified in the Confirmation) equal to the sum of the values calculated for each Index as the official closing level of each Index as determined by the Bank/Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the Confirmation, the level of the Index determined by the Bank/Calculation Agent at such Valuation Time) on the Valuation Date, multiplied or calculated by the relevant multiplier or formula as specified in the Confirmation, without regard to any subsequently published correction;

就一籃子指數而言，於確認書訂明的貨幣金額，該金額等同銀行或計算代理於估值日及時間計算(若確認書訂明的估值時間非正常收市時間，則以銀行或計算代理於該估值時間決定的指數水平) 計算之各指數官方收市指數水平總和，乘以或依確認書指定相關乘數或公式計算，不受日後修正影響；

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system specified as such for such Index in the Confirmation, or any successor organization or body performing similar functions to such exchange or quotation system or any substitute exchange or quotation system to which trading in the futures or options contracts relating to such Index has temporarily relocated (provided that the Bank has determined that there is compatible liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), Provided That where "All Exchanges" is specified as the Related Exchange in the Confirmation, "Related Exchange" shall mean each exchange or quotation system where trading has a material effect (as determined by the Bank) on the overall market for futures or options contracts relating to such Index;

「**相關交易所**」指就某指數而言，確認書訂明的交易所或報價系統，或其繼任機構，或該指數期貨或期權合約暫時交易轉移的替代交易所或報價系統(前提銀行已判定該替代系統之流動性相當於原相關交易所)；如確認書指定「所有交易所」為相關交易所，則指對該指數相關期貨或期權合約整體市場有實質影響者(銀行判定)；

**"Return"** means the amount, if any, payable on any INDEXLD and more particularly described in Clause 5;

「**回報**」指任何指數掛鉤存款應支付之金額(如有)，詳述於第 5 條；

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

「**預定收市時間**」指一交易所或相關交易所預定交易日之正常平日收市時間，不包括收市後交易或正常交易時段以外時間的任何交易；

**"Scheduled Trading Day"** means any day on which each Exchange or Related Exchange is scheduled to be open for trading for their respective regular trading sessions;

「**預定交易日**」指各交易所或相關交易所預訂開市的正常交易日；

**"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

「**預定估值日**」指一估值日的原定日期，除非於該原定日期發生一事件而成為一中斷日；

**"Valuation Date"** means the date specified as such in the Confirmation or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless Disrupted Day is specified as applying in the Confirmation and, in the opinion of the Bank/Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day then:

「**估值日**」指確認書中訂明的日期，如該日期非預定交易日，則順延至下一個預定交易日，除非確認書指定適用中斷日，且銀行 / 計算代理認為該日為中斷日，如為中斷日，則：

- (a) where the INDEXLD is specified in the Confirmation to relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Days that is not a Disrupted Day, or  
若確認書訂明指數掛鉤存款與單一指數相關，估值日順延至首個非中斷日之預定交易日；
- (b) where INDEXLD is specified in the Confirmation to relate to a basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index affected by the occurrence of a Disrupted Day (each an **"Affected Index"**) shall be the first

succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index; and

若確認書訂明指數掛鉤存款與一籃子指數相關，未受中斷日發生影響的每一指數估值日為預定估值日；受影響指數(每個稱為「**受影響指數**」)的估值日為隨後的第一個預定交易日，而該日期不是與該受影響指數有關的一個中斷日；

**"Valuation Time"** means the Valuation Time specified as such in the Confirmation or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the Valuation Date in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and specified the Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

「**估值時間**」指確認書訂明之估值時間，若未訂明，則為相關指數估值日相關交易所之預定收市時間；如該交易所在該日提前收市且確認書訂明的估值時間在實際結束時間後，估值時間即為實際收市時間。

## 2. Linked Indices 掛鉤指數

- 2.1 In respect of each INDEXLD, the Return is linked to the performance of one underlying Index or a basket of underlying Indices as agreed between the Customer and the Bank when the relevant INDEXLD is placed and recorded as such in the Confirmation.

就每項指數掛鉤存款而言，回報與一項或一籃子基礎指數的表現掛鉤，該指數由客戶與銀行於相關指數掛鉤存款存放時約定並於確認書中記錄。

## 3. Interest 利息

- 3.1 In respect of any INDEXLD, this Clause 3 shall only apply if and only if the relevant Confirmation specifies that Interest is payable on the INDEXLD.

就任何指數掛鉤存款，本第3條僅在相關確認書訂明該指數掛鉤存款須支付利息時適用。

- 3.2 Unless otherwise specified in the relevant Confirmation, Interest will accrue on the Deposit Amount from (and including) the Deposit Value Date to (and excluding) the Maturity Date at the rate per annum equal to the Interest Rate.

除相關確認書另有訂明外，利息將自存款生效日(包括該日)起至到期日(不包括該日)止按存款金額以確認書所示利率的年利率累計。

- 3.3 Interest shall accrue from day to day, and be calculated on the basis of the actual number of days elapsed in accordance with the day count convention of the Deposit Amount.

利息按日累計，並根據存款金額所用日數計算慣例按實際經過天數計算。

- 3.4 Unless otherwise specified in the Confirmation or these Supplemental Terms:-  
除非確認書或本補充條款另有規定：

- (a) Interest will be payable on each Interest Payment Date; and  
利息應於每個利息支付日支付；及

- (b) in respect of any Interest Payment Date, Interest will accrue from (and including) the immediately preceding Interest Payment Date (if none, the Deposit Value Date) to (and excluding) such Interest Payment Date and be payable thereon.

就任一利息支付日，利息自前一利息支付日(若無，則自存款生效日)起(包括該日)至該利息支付日(不包括該日)止累計並支付。

- 3.5 If any Interest Payment Date is not a Business Day, then such Interest Payment Date shall be postponed to the first succeeding day that is a Business Day provided always that notwithstanding such postponement, no adjustment will be made to the amount of Interest payable thereon.

若任何利息支付日非營業日，則該利息支付日應順延至首個隨後的營業日，惟即使順延，利息金額不作調整。

- 3.6 Unless otherwise agreed by the Bank, Interest will be paid into the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

除非銀行另同意，利息將支付至結算賬戶。如客戶未持有結算賬戶，銀行可在不另行通知的情況下，以客戶名義開立該(等)賬戶。

#### 4. Maturity Payment 到期付款

- 4.1 In respect of any INDEXLD, this Clause 4 shall only apply if and only if the relevant Confirmation specifies that the Maturity Payment comprises no fixed amount.

就任何指數掛鉤存款而言，本第4條僅在相關確認書訂明到期付款不包含固定金額時適用。

- 4.2 The manner of determining and calculating the Maturity Payment of each INDEXLD will be set out in the Confirmation. In any event, the amount of such payment in cash is calculated by reference to the value and performance of the underlying Index or Indices.

每項指數掛鉤存款到期付款的計算及決定方式將於確認書中列明。無論如何，此等現金支付金額將參照標的指數或指數組合之價值及表現計算。

#### 5. Return 回報

- 5.1 In respect of any INDEXLD, this Clause 5 shall only apply if and only if the relevant Confirmation specifies that the Maturity Payment comprises the Deposit Amount and the Return.

就任何指數掛鉤存款而言，本第5條僅在相關確認書規定到期付款包括存款本金及回報時適用。

- 5.2 The manner of determining and calculating the Return of each INDEXLD will be set out in the Confirmation. In any event, the amount of the Return is calculated by reference to the value of the underlying Index or Indices.

各指數掛鉤存款回報的計算方法及決定將於確認書中列明。回報金額將參照標的指數或指數組合的價值計算。



- 5.3 The Return may or may not be less than zero and will be specified in the Confirmation.

回報金額可能為負數或非負數，具體情況將於確認書中訂明。

- 5.4 A minimum Return (which may be zero) or a maximum Return may be specified in the Confirmation in which case, the Customer will not receive less than the minimum Return or more than the maximum Return, respectively, at maturity.

如確認書中訂明最低回報(可為零)或最高回報，客戶於到期時將分別至少收到該最低回報或不超過該最高回報。

## 6. Maturity and Settlement 到期及結算

- 6.1 Unless otherwise specified in these Supplemental Terms, each INDEXLD will be settled on the Maturity Date, and the Bank will settle the same by paying to the Customer the Maturity Payment, all in the form of cash and in the currency as specified in the Confirmation.

除非本補充條款另行訂明，指數掛鉤存款將於到期日結算，銀行將以現金形式並以確認書訂明的貨幣向客戶支付到期付款。

- 6.2 Unless otherwise agreed by the Bank, the Maturity Payment will be paid into the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

除非銀行另有同意，到期付款將支付至結算賬戶。如客戶未持有結算賬戶，銀行可不另行通知客戶，以客戶名義開立該(等)賬戶。

- 6.3 Any payment to the Customer in accordance with Clauses 6.1 and 6.2 shall be or deemed to be full and final settlement of the relevant INDEXLD on the part of the Bank.

根據第 6.1 及 6.2 條支付予客戶的任何款項，均應視為銀行對該相關指數掛鉤存款的全部及最終結算。

- 6.4 If the Maturity Date of any INDEXLD is not a Business Day or an Exchange Business Day, then unless otherwise specified in the Confirmation or these Supplemental Terms, the Maturity Date shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day.

若任何指數掛鉤存款的到期日不是營業日或交易所營業日，除非確認書或本補充條款另有規定，到期日應順延至首個同時為營業日及交易所營業日的下一個日子。

## 7. Market Disruptions 市場干擾

- 7.1 In respect of any INDEXLD, if the Bank determines that any Market Disruption Event in respect of any one or more Linked Indices has occurred and is continuing on the Scheduled Valuation Date or any other day on which the valuation is required to be determined, the Bank may: -

就任何指數掛鉤存款(INDEXLD)而言，倘銀行認定於預定估值日或任何需進行估值的其它日子，任何一項或多項掛鉤指數發生並持續存在市場干擾事件，銀行可：

- (a) in its sole and absolute discretion determine the Index in its good faith and in a commercially reasonable manner and from information which the Bank believes to be relevant for such purpose, and the Bank will notify the Customer of its determination provided that the right of the Bank under these Supplemental Terms shall not be affected in any way by any delay or failure of such notification; and/or  
自行全權酌情以誠信及商業上合理的方式，根據銀行認為與該目的相關之資料決定該指數，並將該決定通知客戶，惟銀行於本補充條款項下權利不因該通知延遲或未能發出而受任何影響；及 / 或
- (b) postpone the Scheduled Valuation Date to such date when the Bank believes that it is possible and practicable to determine the Index in its sole and absolute discretion.  
自行全權酌情決定將預定估值日順延至銀行認為可行且實際可進行指數決定的日期。

7.2 If the Valuation Date is not a Business Day or an Exchange Business Day, then such day shall be postponed to the first succeeding day that is a Business Day and an Exchange Business Day.

倘估值日不是營業日或交易所營業日，則該日應順延至首個同時為營業日及交易所營業日的隨後日子。

7.3 If the Valuation Date is postponed in accordance with this Clause, the Maturity Date mentioned in Clause 6.1 on which payment of the Maturity Payment is scheduled to be made to the Customer shall accordingly be postponed to the second day immediately following the postponed Valuation Date and Clause 6.4 shall apply accordingly. If any Interest Payment Date shall fall on the Maturity Date, such Interest Payment Date shall also be postponed to such postponed Maturity Date. Notwithstanding any postponement of the Valuation Date, the Maturity Date and/or the Interest Payment Date as provided in these Supplemental Terms, no adjustment will be made to the Maturity Payment or the amount of Interest payable.

若根據本條順延估值日，則第 6.1 條所指的預定支付客戶到期付款的到期日，應相應順延至順延估值日後的第二個營業日，且第 6.4 條適用。若任何利息支付日恰逢到期日，該利息支付日亦應順延至順延後的到期日。儘管估值日、到期日及 / 或利息支付日有順延，根據本補充條款，到期付款金額或利息金額均不作調整。

7.4 **"Market Disruption Event"** means, in respect of an Index: -  
關於一項指數的「市場干擾事件」，指：

- (a) the occurrence or existence at any time for more than two hours of trading during the one hour period that ends at the relevant Valuation Time of :-  
在相關估值時間結束的一小時期間、有超過兩小時的交易期間出現或存在下列情況： -

- (i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:

相關交易所或關聯交易所暫停或限制交易(無論是否因價格波動超出相關交易所或關聯交易所允許範圍或其它原因):

- (1) on any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent or more of the level of the relevant Index; or  
於任何相關交易所對構成相關指數 20%或以上之證券 / 商品所施加的暫停或限制; 或
  - (2) in futures or options contracts relating to the relevant Index on any relevant Exchange; or  
於任何相關交易所涉及相關指數之期貨或期權合約所施加的暫停或限制; 或
- (ii) any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Bank) the ability of market participants in general (1) to effect transactions in, or obtain market values for, on any relevant Exchange(s) securities/commodities that comprise 20 per cent or more of the level of the relevant Index, or (2) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index or any relevant Related Exchange(s),  
任一事件(下述(b)項所描述事件除外), 而該事件經銀行認定對市場參與者一般地(1)在任何相關交易所進行交易或取得市場價值的能力, 或(2)就相關指數或任何相關關聯交易所進行期貨或期權合約交易或取得市場價值的能力造成干擾或損害,

which in either case the Bank determines is material; or

且銀行認定該事件為重大; 或

- (b) the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent or more of the level of the relevant Index or any Relevant Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (1) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day, or, if earlier, (2) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

於任何交易所營業日, 若任何相關交易所或相關關聯交易所因涉及構成相關指數 20%或以上之證券 / 商品於預定收市時間前提前關閉, 且該提前關閉時間未於該營業日提前至少一小時公告, 所述提前關閉時間為以下兩者中較早者: (1)該交易所或關聯交易所當日正常交易時段的實際收市時間; 或(2)該營業日於估值時間用作交易系統接收執行訂單之截止日期。

For the purposes of determining whether a Market Disruption Event (a) or (b) in respect of any Index exists at any time, if such a Market Disruption Event occurs in respect of a security/commodity included in the Index at any time, then the relevant percentage contribution of that security/commodity to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that security/commodity and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event;

為判定相關指數是否存在(a)或(b)市場干擾事件，若該事件發生於指數所含證券／商品，則該證券／商品對指數貢獻比例的水平以事件發生前即時(i)該證券／商品對指數份量的水平與(ii)整體指數水平的比較計算；

- (c) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which would make it unlawful or impracticable for the Bank to perform its obligations under the INDEXLD;

任何法院或政府機關頒布、發布、命令或其它發布的任何法令、規則、規定或命令，致使銀行履行指數掛鉤存款義務成為非法或不可行；

- (d) the taking of any action by any governmental, administrative, legislative or judicial authority or exercise of power of any country, or any political subdivision thereof, which has a material adverse effect on the financial markets of a country in which any applicable Exchange or Related Exchange is located; or

任何國家或其政治分支所作出之政府、行政、立法或司法機關行動或行使權力，對任何相關交易所所在國的金融市場產生重大不利影響；

- (e) the occurrence of any event including, without limitation, any outbreak or escalation of hostilities or other national or international calamity or crisis (including, without limitation, natural calamities) which has or would have a material adverse effect on the ability of the Bank to perform its obligations under the INDEXLD or a material and adverse effect on the economy of the country where any applicable Exchange or Related Exchange is located.

任何事件的發生，包括但不限於敵對行動爆發或升級、國內外重大災難或危機(包括但不限於自然災害)，致使銀行履行指數掛鉤存款義務之能力受重大不利影響，或對相關交易所所在國的經濟產生重大及不利影響。

## 8. Adjustment provisions 調整條款

### 8.1 If a relevant Index is: -

倘若相關指數出現以下情況：

- (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Bank; or 該指數不再由指數贊助機構計算及公布，但由銀行可接受的繼任贊助機構計算及公布；或
- (b) replaced by a successor index using, in the sole and absolute discretion of the Bank, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index,

該指數被繼任指數所取代，而該繼任指數係由銀行全權酌情決定，並使用與原指數相同或實質相似的計算公式和方法，

then in each case that index (the "**Successor Index**") will be deemed to be the Index.

則在任何一種情況下，該指數(以下稱為「**繼任指數**」)將被視為該指數。

- 8.2 If at any time prior to the Maturity Date there occurs any Index Adjustment Event (as defined in Clause 8.3 below), the Bank shall in its sole and absolute discretion (but is not obliged to) determine if such Index Adjustment Event has a material effect on the INDEXLD and, if so, shall calculate the Reference Price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on the Valuation Date as determined by the Bank in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities/commodities comprising that Index immediately prior to that Index Adjustment Event to determine the appropriate adjustment to be made to the Reference Price, the Return and/or other terms of these Supplemental Terms to account for such material change so as to preserve the economic equivalent of the rights of the Bank or Customer under any INDEXLD prior to that Index Adjustment Event, and such adjustment shall be effective as of the date determined by the Bank in its sole and absolute discretion.

倘若於到期日前發生任何指數調整事件(定義見第 8.3 條)，銀行得自行全權酌情決定(但無義務)該指數調整事件是否對指數掛鉤存款有重大影響；若有，銀行將按照該事件發生前該指數最後有效的計算公式和方法，計算估值日估值時間的指數水平，以替代公開發佈的指數水平，且只使用該指數調整事件發生變更、失效或取消前即時包含於該指數中的證券 / 商品，並基於此決定對參考價格、回報及 / 或本補充條款的其它條款進行適當調整，以保持銀行或客戶在指數調整事件發生前於任何指數掛鉤存款所享有權利的經濟等值；該調整由銀行自行全權決定的日期起生效。

- 8.3 "**Index Adjustment Event**" means one or more of the following events: -  
「**指數調整事件**」指下列一項或多項事件：

- (a) if on or prior to the Valuation Date the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock or capitalisation, contracts or commodities and other routine events) (an "**Index Modification**") or permanently cancels the Index and no Successor Index exists (an "**Index Cancellation**"); and

於估值日前或當日，相關指數贊助機構作出或宣布將作出指數計算公式或方法的重大改變，或以其它方式重大修改該指數(惟維持指數於成分股、資本規模、合約或商品等變動及其他例行事件時的修正除外)(「**指數修改**」)，或永久取消該指數且無繼任指數存在(「**指數取消**」)；及

- (b) if on the Valuation Date, the Index Sponsor or (if applicable) the successor Index Sponsor fails to calculate and announce a relevant

Index (an “**Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”).

於估值日，指數贊助機構或(如適用)繼任指數贊助機構未能計算及公佈相關指數(「**指數中斷**」，與指數修改及指數取消合稱「**指數調整事件**」)。

- 8.4 Upon the occurrence of an Index Adjustment Event, the Bank shall give notice as soon as practicable to the Customer in accordance with these Terms giving the details of the action proposed to be taken in relation thereto. 指數調整事件發生時，銀行將盡快根據本條款向客戶發出通知，說明擬採取的相關措施。

9. Risk Disclosure Statements 風險披露聲明

- 9.1 Each INDEXLD carries risks not normally associated with ordinary bank deposits and is generally not a suitable substitute for ordinary savings or time deposits. If there is a cap on the total amounts of the Maturity Payment in the INDEXLD, the amount payable for such INDEXLD is pre-determined and under no circumstances will the Customer receives at maturity an amount more than the Maturity Payment.

每項指數掛鉤存款均具有普通銀行存款通常不伴隨的風險，通常不適合作為普通儲蓄或定期存款的替代品。若有關指數掛鉤存款的到期支付總額設有上限，則該指數掛鉤存款的應付金額為預先確定，客戶無論如何均不會於到期時收到超過該上限的金額。

- 9.2 If the INDEXLD is not “principal protected”, losses may be incurred rather than profit made as a result of placing any INDEXLD.

若指數掛鉤存款非「本金保障」，客戶投資該存款可能會遭受損失，而非獲利。

- 9.3 If Return is payable on the INDEXLD, it is uncertain as to how much Return, if any, will be payable as the Return will be dependent on movements in the underlying Index or Indices, which in turn will be dependent on movements in the prices of the securities/commodities and/or futures or options contracts comprising the Index or Indices that are affected by a wide range of factors including national and international financial and economic conditions and political and natural events, which may may cause up or down of the Index or Indices and such fluctuation may sometimes be dramatic. There is a possibility that no amount of Return will be payable. If there is a cap on the amount of the Return, under no circumstances will the Customer receive at maturity an amount of Return more than that cap. The Customer should therefore carefully study the Linked Index and the securities/commodities and related futures and options contracts comprising the Linked Index, understand the risks associated with the INDEXLD and seriously consider whether the INDEXLD is suitable investment for him in the light of his financial position, investment experience, investment objectives and other relevant circumstances.

若該指數掛鉤存款附有回報，回報金額(如有)不確定，因其依賴相關指數表現，而指數的表現又取決於該指數所包含證券 / 商品及 / 或期貨或期權合約的價格波動。這些價格受多種因素影響，包括國內外財經經濟狀況、政治事件及自然災害，可能導致指數大幅上升或下跌，波動有時可能十分劇烈。回報可

能為零甚至負數。若回報設有上限，客戶於到期時獲得的回報不會超過該上限。客戶因此應仔細研究掛鉤指數及相關證券、商品及期貨和期權合約，充分理解與該指數掛鉤存款相關之風險，並認真考慮該投資是否適合其財務狀況、投資經驗、投資目標及其它相關情況。

**9.4 The Customer hereby confirms and agrees that:-**  
客戶特此確認並同意：

(a) the Customer fully satisfies with and understands the extent of the exposure to risks inherent in any INDEXLD and the extent to which such risk is appropriate for the Customer in the light of the Customer's financial position, investment experience and investment objectives; and

其充分信納並理解任何指數掛鉤存款中所包含之風險程度及該風險與其財務狀況、投資經驗及投資目標相符；及

(b) if necessary, the Customer should seek independent financial and legal advice in relation to each INDEXLD before entering into any transaction.

如有需要，客戶應於進行任何交易前，尋求獨立財務及法律意見。

**9.5 The INDEXLDs cannot be cancelled or withdrawn by the Customer prior to the agreed Maturity Date.**

客戶不能在指數掛鉤存款在約定的到期日前取消或撤回該存款。

**9.6 If a Market Disruption Event in respect of any Linked Index occurs on a day on which the Reference Price of the Linked Index is to be determined, the determination of such prices will be postponed to a later date. Fluctuations in the level of the Linked Index may occur in the interim.**

若在原定確定掛鉤指數參考價格的當日，該指數發生市場干擾事件，該價格之確定將延遲至稍後日期。在此期間，掛鉤指數的水平可能會波動。

**9.7 Investment in the INDEXLD is not equivalent to a direct investment in the securities/commodities or futures and options contracts comprising the Linked Index. The INDEXLD does not represent an interest in any of the securities/commodities or futures and options contracts comprising the Linked Index and the Customer will have no right or entitlement to any of them. The Customer is subject to different risks other than the risks of such a direct investment and any return payable on the INDEXLD will not be identical to the return associated with the securities/commodities or futures and options contracts comprising the Linked Index.**

投資指數掛鉤存款並不同於直接投資於組成掛鉤指數的證券 / 商品或期貨及期權合約。該存款並不代表客戶對組成掛鉤指數的任何證券 / 商品或期貨及期權合約擁有權益，客戶亦無權利或資格取得該等證券 / 商品或期貨及期權合約。客戶承擔的風險與直接投資此類項目有所不同，且指數掛鉤存款所付的任何回報亦不會等同於該等組成掛鉤指數證券 / 商品或期貨及期權合約所帶來的回報。

**9.8 If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in**

person all documents relating to any INDEXLD and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

若客戶授權銀行代為寄存或轉寄任何指數掛鉤存款相關文件予第三者，客戶應及時親自收取所有有關文件並詳細審閱，以確保能及早發現任何異常或錯誤。

- 9.9 Nothing in this Clause 9 shall prejudice any other risk disclosure statements issued by the Bank.

本第 9 條款的規定不影響銀行發出的其它風險披露聲明。

10. Potential Conflict of Interest 潛在利益衝突

- 10.1 The Bank and/or affiliates of the Bank may buy and sell the securities/commodities or futures and options contracts comprising the Linked Index or derivatives of such securities/commodities or futures and options contracts or the Linked Index, and may issue other instruments the value of which are linked to the value of the securities/commodities or futures and options contracts comprising the Linked Index or the Linked Index. These activities may affect the market value of the securities/commodities or futures and options contracts comprising the Linked Index and the level of the Linked Index, or could result in the Bank, having interests which conflict with those of the Customer in relation to the market value of the securities/commodities or futures and options contracts comprising the Linked Index and the level of the Linked Index.

銀行及 / 或其關聯機構可能買賣組成掛鉤指數的證券 / 商品或期貨及期權合約，或其衍生工具，並可能發行其它金融工具，其價值與組成掛鉤指數的證券 / 商品、期貨及期權合約或掛鉤指數本身的價值掛鉤。此等活動或影響該等證券 / 商品或期貨及期權合約的市場價值及掛鉤指數的水平，或導致銀行在該市場價值及掛鉤指數水平與客戶產生利益衝突。



## PART VI: INTEREST RATE LINKED DEPOSIT

### 第六部分：利率掛鉤存款

The terms and conditions in this Part VI set out the rights and obligations of the Customer and the Bank in connection with the Customer's investment in interest rate linked deposits which the Bank makes available from time to time and are specified herein. All these terms and conditions are legally binding. The Customer shall read them through carefully before agreeing to be bound by them.

本第六部分之條款與細則訂明客戶與銀行有關客戶投資於銀行不時提供並於本部分所訂明之利率掛鉤存款的權利及義務。所有條款與細則均具法律約束力。客戶應於同意受其約束前仔細閱讀。

#### 1. Scope, Definitions and Interpretation 範圍、定義及詮釋

- 1.1 In this Part VI, any reference to "**these Supplemental Terms**" shall be construed as reference to the terms and conditions for interest rate linked deposits as set out in this Part VI (as from time to time be amended or supplemented).

於本第六部分，任何提及「**本補充條款**」均指本部分載列的利率掛鉤存款條款與細則(包括不時之修訂或補充)。

- 1.2 These Supplemental Terms set out the methodology for determining the return and other factors in respect of or in relation to each IRLD (as defined in Clause 1.7 below) and PPIRLD (as defined in Clause 1.7 below).

本補充條款訂明有關或涉及每項利率掛鉤存款(IRLD)(定義見第 1.7 條)及保本利率掛鉤存款(PPIRLD)(定義見第 1.7 條)之回報及其它因素之計算方法。

- 1.3 These Supplemental Terms supplement the terms and conditions in Part I (the "**General Terms**") and form a part thereof. Unless otherwise stated, in the event of any conflict or discrepancy between the General Terms and these Supplemental Terms, these Supplemental Terms shall prevail.

本補充條款為第一部分條款與細則(「**一般條款**」)的補充，並構成其一部分。

除非另有規定，若一般條款與本補充條款有任何衝突或不一致，應以本補充條款為準。

- 1.4 The terms and conditions set out in these Supplemental Terms and the General Terms shall apply to each IRLD or PPIRLD placed by the Customer with the Bank from time to time, and each IRLD or PPIRLD is an Investment Deposit for such purpose.

本補充條款及一般條款所訂明之條款與細則，適用於客戶不時向銀行存放的每項利率掛鉤存款或保本利率掛鉤存款，而該等存款即為投資存款。

- 1.5 These expressions defined in Clauses 1.1 and 1.2 of the General Terms shall, save where the context otherwise requires or as otherwise re-defined in this Part VI, have the same meaning when used in these Supplemental Terms. Clauses 1.4 to 1.7 of the General Terms shall equally apply to these Supplemental Terms.

除非上下文另有所指或於本第六部分另行給予定義，一般條款第 1.1 及第 1.2 條所定義詞語於本補充條款內具相同意義。一般條款第 1.4 至 1.7 條亦同樣適用於本補充條款。

- 1.6 In these Supplemental Terms, references to "Clauses" and "Sub-Clauses" are, unless otherwise stipulated, to clauses and sub-clauses to these Supplemental Terms.

除非另有規定，本補充條款內所指「條款」及「子條款」均指本補充條款之條款及子條款。

- 1.7 In these Supplemental Terms, save where the context otherwise requires:-

除非上下文另有所指，本補充條款中詞語定義如下：

**"Deposit Period"** means the period of IRLD or PPIRLD as specified as such in the Confirmation;

「存款期」指確認書中訂明之利率掛鉤存款或保本利率掛鉤存款之存款期；

**"Deposit Value Date"** means the date specified as such in the Confirmation;

「存款生效日」指確認書中訂明之日期；

**"Disruption Event"** means the hoisting of No.8 or higher typhoon signal or the issuing of a "Black" rainstorm warning, or such other event as specified in the Confirmation;

「干擾事件」指八號或以上颱風信號的懸掛，黑色暴雨警告的發出，或確認書所指定的其它事件；

**"IRLD"** means any interest rate linked deposit placed with and accepted by the Bank from time to time subject to and upon these Supplemental Terms and the Confirmation.

「利率掛鉤存款」(IRLD)指銀行不時根據本補充條款及確認書存入銀行及銀行接受之任何利率掛鉤存款；

**"Interest"** means the interest, if any, payable on any IRLD or PPIRD;

「利息」指就任何利率掛鉤存款或保管利率掛鉤存款應付之利息(如有)；

**"Interest Determination Date"** means the determination date for the Interest Rate as specified as such in the Confirmation;

「利率確定日」指確認書中訂明的利率確定日；

**"Interest Payment Date"** means any date on which the Interest, if any, will become payable and specified as such in the Confirmation, subject to adjustments in accordance with these Supplemental Terms;

「利息支付日」指確認書中訂明之利息(如有)應付之日期，並須依本補充條款作出調整；

**"Interest Rate"** means the interest rate as specified, or to be determined on such basis or according to such formula as set out in the Confirmation and these Supplemental Terms;

「利率」指確認書及本補充條款中訂明、或根據確認書所列公式或基準決定的利率；

**"Maturity Payment"** means, the amount payable to the Customer upon maturity, where (a) in relation to IRLD, an amount equivalent to the Return, or (b) in relation to PPIRLD with Return payable under the Confirmation, an amount equivalent to the Principal and the Return, or (c) in relation to PPIRLD with no Return payable under the Confirmation, an amount equivalent to the Principal;

「到期付款」指於到期日應付予客戶之金額，其中：(a)就利率掛鉤存款，指相當於回報之金額；(b)就確認書訂明應支付回報之保本利率掛鉤存款，指相當於本金及回報之金額；或(c)就確認書訂明不支付回報之保本利率掛鉤存款，指相當於本金之金額；

**"Principal"** means the principal of each IRLD or PPIRLD specified as such in the Confirmation;

「本金」指每項利率掛鉤存款或保本利率掛鉤存款於確認書中訂明之本金；

**"PPIRLD"** means any principal protected IRLD placed with and accepted by the Bank from time to time subject to and upon these Supplemental Terms and the Confirmation;

「保本利率掛鉤存款」(PPIRLD)指銀行不時根據本補充條款及確認書存入銀行及銀行接受之任何保本利率掛鉤存款；

**"Reference Interest Rate"** means the reference interest rate specified as such in the Confirmation;

「參考利率」指於確認書中訂明之參考利率；

**"Reference Interest Rate Formula"** means the formula relating to the Reference Interest Rate for determining and calculating the Interest Rate as set out in the Confirmation;

「參考利率公式」指確認書中訂明用於決定及計算利率之參考利率公式；

**"Return"** means the sum representing the return on any IRLD and any PPIRLD as determined and calculated in accordance with Clauses 4 and 5; and

「回報」指根據第 4 與第 5 條決定及計算之任何利率掛鉤存款及保本利率掛鉤存款之回報總額；及

**"Return Determination Date"** means the determination date for the Return as specified as such in the Confirmation.

「回報確定日」指於確認書中訂明之回報確定日。

## 2. Linked Interest Rate 掛鉤利率

- 2.1 In respect of each IRLD or PPIRLD, the Return is linked to the performance of one underlying Reference Interest Rate or a basket of underlying Reference Interest Rates as agreed between the Customer and the Bank when the relevant IRLD or PPIRLD is placed and recorded as such in the Confirmation.

就每項利率掛鉤存款(IRLD)或保本利率掛鉤存款(PPIRLD)而言，回報與一項標的參考利率或一籃子標的參考利率的表現掛鉤，並由客戶與銀行於相關利率掛鉤存款或保本利率掛鉤存款訂立時約定並於確認書中記錄。

### 3. Interest 利息

3.1 In respect of any IRLD or PPIRLD, this Clause 3 shall only apply only if the relevant Confirmation specifies that Interest is payable on the IRLD or PPIRLD. 僅當相關確認書訂明支付利息予利率掛鉤存款或保本利率掛鉤存款時，本第3條款方適用於該利率掛鉤存款或保本利率掛鉤存款。

3.2 Unless otherwise specified in the relevant Confirmation, Interest will accrue on the Principal for any Interest Period at the rate per annum equal to the Interest Rate. The Interest Rate is determined and calculated by reference to or in accordance with the Reference Interest Rate(s) or the Reference Interest Rate Formula.

除非確認書另行訂明，利息將按本金及利率在任何利息期間按年計算。利率係參考或依據參考利率或參考利率公式確定及計算。

3.3 The Interest Rate may also have either or both of the following limitations on the rate of interest:-

利率亦可能有以下一或兩項限制：

(a) a maximum limitation, or ceiling, on the rate of interest which may accrue during any interest period (the "**Maximum Interest Rate**"); and/or

於任何利息期間內累計的利率可能有最高限制或上限(「**最高利率**」)；  
及 / 或

(b) a minimum limitation, or floor, on the rate of interest which may accrue during any interest period (the "**Minimum Interest Rate**").

於任何利息期間內累計的利率可能有最低限制或下限(「**最低利率**」)。

The manner of determining and calculating any applicable Maximum Interest Rate and Minimum Interest Rate shall be set forth in the Confirmation.

任何適用最高利率及最低利率的決定及計算方法，將於確認書中訂明。

3.4 Interest shall accrue from day to day, and be calculated on the basis of the actual number of days elapsed in accordance with the day count convention of the currency of the Principal.

利息按日累計，並以本金貨幣的日數計算慣例計算實際經過天數。

3.5 Unless otherwise specified in the Confirmation or these Supplemental Terms:- 除非確認書或本補充條款另行訂明：

(a) Interest will be payable on each Interest Payment Date; and

利息將於每個利息支付日支付；及

(b) in respect of any Interest Payment Date, Interest will accrue from (and including) the immediately preceding Interest Payment Date (if none, the Deposit Value Date) to (and excluding) such Interest Payment Date and paid thereon.

就任何利息支付日，利息將由前一利息支付日(若無，則由存款生效日)起計算至(但不包括)該利息支付日，並於該利息支付日支付。

- 3.6 Unless otherwise specified in the Confirmation, if any Interest Payment Date is not a Business Day, then such Interest Payment Date shall be postponed to the first succeeding day that is a Business Day provided always that notwithstanding such postponement, no adjustment will be made to the amount of the Interest payable thereon.  
除非確認書另行訂明，若任何利息支付日非營業日，該利息支付日將順延至下一個營業日，惟不會因此調整應支付利息之數額。
- 3.7 Unless otherwise agreed by the Bank, Interest will be paid into the Settlement Account. In the case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.  
除非銀行另行同意，利息將存入結算賬戶。若客戶無結算賬戶，銀行可不經通知客戶即以客戶名義開立此(等)賬戶。
- 3.8 If the Interest Determination Date of any IRLD or PPIRLD originally specified in the Confirmation is not a Business Day or the Bank is not open for business when a Disruption Event occurs at any time or throughout the Interest Determination Date, then the Interest Determination Date shall be the next following day that is a Business Day or (as the case may be) at different hours of such day or the next following day that is a Business Day on which there is no Disruption Event or such other time as the Bank considers appropriate.  
若確認書原定之利率確定日非營業日，或該日發生干擾事件導致銀行沒有營業，則該利率確定日順延至下一個營業日，或(視情況而定)依銀行判斷為宜的該日的不同時段、或下一個無干擾事件的營業日、或其它時間。

#### 4. Return on IRLD 利率掛鉤存款之回報

- 4.1 In respect of any IRLD, this Clause 4 shall only apply if and only if the relevant Confirmation specifies that Return is payable on the IRLD.  
本第 4 條款僅於相關確認書訂明回報支付予利率掛鉤存款時適用。
- 4.2 If Return is payable under the Confirmation, the Bank will pay to the Customer the Return on the Maturity Date as specified in the Confirmation. The Return is payable on the Principal for the Deposit Period. The manner of determining and calculating the Return of each IRLD will be set out in the Confirmation. In any event, the amount of the Return is calculated by reference to the underlying Reference Interest Rate(s).  
若確認書訂明應付回報，銀行將於確認書訂明於到期日向客戶支付回報。回報按本金於存款期內計算。每項利率掛鉤存款回報的決定及計算方法將於確認書中載列。回報數額係依據標的參考利率計算。
- 4.3 **The Return may or may not be less than zero** and will be specified in the Confirmation.  
回報可能為正數、零或負數，具體數額於確認書訂明。
- 4.4 A minimum Return (which may be zero) or a maximum Return may be specified in the Confirmation in which case, the Customer will not receive less than the minimum Return or more than the maximum Return, respectively, at maturity.

確認書可能訂明最低回報(可能為零)或最高回報，於上述情況下，客戶於到期時將會收到的回報不會少於最低回報或超過最高回報。

## 5. Return on PPIRLD 保本利率掛鉤存款的回報

- 5.1 In respect of any PPIRLD, this Clause 5 shall only apply if and only if the relevant Confirmation specifies that Return is payable on the PPIRLD.

本第 5 條款僅於相關確認書訂明支付回報予保本利率掛鉤存款時適用。

- 5.2 If Return is payable under the Confirmation, the Bank shall pay to the Customer the Principal and Return on the Maturity Date as specified in the Confirmation. The Return is payable on the Principal for the Deposit Period. The manner of determining and calculating the Return of each PPIRLD will be set out in the Confirmation. In any event, the amount of the Return is calculated by reference to the underlying Reference Interest Rate(s).

若確認書訂明應付回報，銀行將於確認書訂明的到期日向客戶支付本金及回報。回報基於本金的存款期支付。每項保本利率掛鉤存款回報的決定及計算方法將於確認書中訂明。無論如何，回報數額係依據標的參考利率計算。

- 5.3 The Return may or may not be less than zero and will be specified in the Confirmation.

回報可能為正數、零或負數，並於確認書訂明。

- 5.4 A minimum Return (which may be zero) or a maximum Return may be specified in the Confirmation in which case, the Customer will not receive less than the minimum Return or more than the maximum Return respectively at maturity.

確認書可能訂明最低回報(可能為零)或最高回報，於上述情況下，客戶於到期時將收到的回報不得少於最低回報或超過最高回報。

## 6. Maturity and Settlement 到期及結算

- 6.1 Unless otherwise specified in these Supplemental Terms, each IRLD and PPIRLD will be settled on the Maturity Date, and the Bank will settle the same by paying to the Customer the Maturity Payment, all in the form of cash and in the currency as specified in the Confirmation.

除非於本補充條款另行訂明，本補充條款下每項利率掛鉤存款及保本利率掛鉤存款將於到期日結算，銀行將以確認書訂明之貨幣，以現金方式向客戶支付到期款項。

- 6.2 Unless otherwise agreed by the Bank, the Maturity Payment will be paid into the Settlement Account. In case where the Customer does not have Settlement Account, the Bank may open such account(s) under the Customer's name without further notification to the Customer.

除非銀行另行同意，到期款項將存入結算賬戶。若客戶無結算賬戶，銀行可不經通知客戶即以客戶名義開立此(等)賬戶。

- 6.3 Payment to the Customer in accordance with Clauses 6.1 and 6.2 shall be or deemed to be full and final settlement of the relevant IRLD or PPIRLD on part of the Bank.

根據第 6.1 及 6.2 條向客戶支付款項，應視為銀行對相關利率掛鉤存款或保本利率掛鉤存款之全部及最終結算。

- 6.4 If the Return Determination Date of any IRLD or PPIRLD originally specified in the Confirmation is not a Business Day or the Bank is not open for business when a Disruption Event occurs at any time or throughout the Return Determination Date, then the Return Determination Date shall be the next following day that is a Business Day or (as the case may be) at different hours of such day or the next following day that is a Business Day on which there is no Disruption Event or such other time as the Bank considers appropriate.  
若確認書原定之回報確定日非營業日，或該日發生干擾事件導致銀行未營業，則回報確定日將順延至下一個營業日，則該利率確定日順延至下一個營業日，或(視情況而定) 依銀行判斷為宜的該日的不同時段、或下一個無干擾事件的營業日、或其它時間。
- 6.5 If the Return Determination Date is postponed in accordance with Clause 6.4, the Maturity Date shall accordingly be postponed to the immediately following Business Day on which no Disruption Event occurs.  
若回報確定日依第 6.4 條順延時，則到期日亦將順延至緊接其後無干擾事件之營業日。
- 6.6 If the Maturity Date of any IRLD or PPIRLD originally specified in the Confirmation is not a Business Day, or the Bank is not open for business when a Disruption Event occurs at any time throughout the Maturity Date, then the Maturity Date shall be the next following day that is a Business Day or (as the case may be) the next following day that is a Business Day on which there is no Disruption Event or such other time as the Bank considers appropriate.  
若確認書原定之到期日非營業日，或於到期日有干擾事件導致銀行未營業，則到期日應順延至下一個無干擾事件之營業日，或(視情況而定) 依銀行判斷為宜的該日的不同時段、或下一個無干擾事件的營業日、或其它時間。

## 7. Risk Disclosure Statements 風險披露聲明

- 7.1 Each IRLD and PPIRLD carries risks not normally associated with ordinary bank deposits and is generally not a suitable substitute for ordinary savings or time deposits.  
每項利率掛鉤存款及保本利率掛鉤存款均具備一般銀行存款所不伴隨的風險，且通常不適合作為普通儲蓄或定期存款的替代品。
- 7.2 If there is a cap on the total amounts of the Principal and Return in the IRLD or PPIRLD, the amount payable for such IRLD or PPIRLD is pre-determined and under no circumstances will the Customer receive at maturity an amount more than the Principal and Return.  
若利率掛鉤存款或保本利率掛鉤存款的本金及回報總額設有上限，則該等款項為預先確定之金額，客戶於到期時無論如何均不會收到超過該本金及回報總額的款項。
- 7.3 If a Maximum Interest Rate is imposed, the amount of Interest payable for such IRLD or PPIRLD is pre-determined and under no circumstances will the Customer receive an amount more than such amount in any interest period.

若設有最高利率，則應付予該利率掛鉤存款或保本利率掛鉤存款的利息數額為預先確定，客戶在任何利息期間內均無法收到超過該數額的利息。

- 7.4 In cases of IRLD, it is likely that losses will be incurred rather than profit made as a result of placing any IRLD.

就利率掛鉤存款而言，投資該存款很可能導致損失而非盈利。

- 7.5 The amount of Interest and the Return on the IRLD and PPIRLD will be dependent on movements in the market conditions and in particular subject to the risk of fluctuation in the Reference Interest Rate(s) which may be up or down and such fluctuation may sometimes be dramatic. The Customer should therefore carefully study the market and the Reference Interest Rate(s), understand the risks associated with the IRLD or PPIRLD and seriously consider whether the IRLD or PPIRLD is suitable investment for him in the light of his financial position, investment experience, investment objectives and other relevant circumstances.

利率掛鉤存款及保本利率掛鉤存款的利息及回報金額將視市場條件變動而定，特別是受參考利率波動風險影響，該參考利率可能上升或下降，其波動有時可能非常劇烈。故客戶應仔細研究市場及參考利率，了解與利率掛鉤存款或保本利率掛鉤存款相關的風險，並慎重考慮該投資是否適合其財務狀況、投資經驗、投資目標及其它相關情況。

- 7.6 The Customer hereby confirms and agrees that:-

客戶特此確認並同意：

- (a) the Customer is fully satisfied with and understands the extent of the exposure to risks inherent in any IRLD and PPIRLD, and the extent to which such risk is appropriate for the Customer in the light of the Customer's financial position, investment experience and investment objectives; and

客戶已充分信納並了解任何利率掛鉤存款及保本利率掛鉤存款固有風險的程度，以及該風險與客戶財務狀況、投資經驗及投資目標的適當性；及

- (b) if necessary, the Customer should seek independent financial and legal advice in relation to each IRLD and PPIRLD before entering into any transaction.

如有需要，客戶應於進行任何交易前，尋求獨立的財務及法律意見。

- 7.7 Unless it is otherwise provided for in the Confirmation, no IRLD nor PPIRLD can be withdrawn by the Customer prior to the agreed Maturity Date.

除非確認書另有規定，客戶不能在約定到期日前取消或提取任何利率掛鉤存款或保本利率掛鉤存款。

- 7.8 If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all documents relating to any IRLD or PPIRLD and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.



如客戶授權銀行代為寄存或轉寄任何與利率掛鉤存款或保本利率掛鉤存款有關的文件予第三方，客戶須及時親自領取並詳細審閱該等文件，以確保及早發現任何異常或錯誤。

- 7.9 Nothing in this Clause 7 shall prejudice any other risk disclosure statements issued by the Bank.

本第 7 條之規定不影響銀行發出之其它風險披露聲明。

8. Potential Conflict of Interest 潛在利益衝突

- 8.1 The Bank and/or affiliates of the Bank may buy and sell the notes, bonds or other instruments relating or linked to the Reference Interest Rate(s), and may issue notes, bonds or other instruments linked or related to the Reference Interest Rate(s). These activities may affect the Reference Interest Rate(s), or could result in the Bank, having interests which conflict with those of the Customer in relation to the level or rate of the Reference Interest Rate(s).

銀行及 / 或其聯屬機構可能買賣與參考利率相關或掛鉤之票據、債券或其它工具，並可能發行與參考利率相關或掛鉤之票據、債券或其它工具。該等活動可能影響參考利率或導致銀行於參考利率水平或利率方面與客戶的利益產生衝突。