



## Capital Guaranteed Fund Advance Reinvestment Service – Customer Should Know

### 「保本基金預先再投資服務」- 客戶須知

Customer should consider the following risks and issues before applying for the Capital Guaranteed Fund Advance Reinvestment Service. Customer must read the full version of the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service. By using the Capital Guaranteed Fund Advance Reinvestment Service, customer is deemed to have accepted the full version of the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service and will be bound by them as they may be amended from time to time.

於申請「保本基金預先再投資服務」前，客戶應考慮下列風險及事項。客戶必須參閱「保本基金預先再投資服務章程」之全文。若使用「保本基金預先再投資服務」，客戶將被視為已接納該等會不時修訂的「保本基金預先再投資服務章程」之全文及受其內容所限制。

1. The Capital Guaranteed Fund Advance Reinvestment Service is provided by Hang Seng Bank Limited (“Hang Seng”). Customer applying for the Capital Guaranteed Fund Advance Reinvestment Service is in effect: (1) applying for an Advance from Hang Seng to pay for the total subscription amount for subscription of the New Fund, (2) instructing Hang Seng to apply for subscription of the New Fund on his/her behalf, and (3) authorising and instructing Hang Seng to apply such amount from the maturity proceeds of the Original Fund in and towards settlement of the Advance.

「保本基金預先再投資服務」乃由恒生銀行有限公司(「恒生」)提供。客戶申請「保本基金預先再投資服務」實際上乃是：(1) 向恒生申請「墊款」以支付認購新基金之總認購金額；(2) 指示恒生代其認購新基金；及(3) 授權及指示恒生代其從原有基金到期所得支取有關金額以結付「墊款」。

2. The maximum total subscription amount for the New Fund shall not exceed the estimated maturity proceeds of the Original Fund.

新基金之總認購金額最高不能超過原有基金估計到期所得之金額。

3. If the credit balances on the sub-account under the Integrated Account, after having been credited with the maturity proceeds of the Original Fund, are insufficient to settle the Advance Amount in full, Hang Seng will debit such amount which is sufficient to settle the amount of the Advance Amount which remains outstanding from the other sub-account(s) under the Integrated Account. If after this, the Advance Amount remains unsettled in full, Hang Seng will debit such amount from the HKD current account under the Integrated Account to settle the amount of the Advance Amount which remains outstanding, constituting an overdraft facility (which charges interest at a prevailing rate of P % p.a. in general, which rate may vary depending on individual customer) or unauthorised overdraft facility (which charges interest at a prevailing rate of P + 8% p.a. and a one-off handling fee of HK\$100), as the case may be. In addition, in case the amount of the Advance Amount which remains outstanding is debited from an account which is of a currency different from that of the Advance Amount, customer will have to bear the foreign exchange rate risks involved in the relevant currency conversion.

在存入原有基金之到期所得後，倘若綜合賬戶之子賬戶結餘仍不足以全數清還墊款額，恒生將於綜合賬戶的其他子賬戶內扣除若干款項，以足夠清還墊款額之尚欠部份。如在此之後，墊款額仍然未被全數清還，恒生將於綜合賬戶的港幣往來賬戶內扣除若干款項，以清還墊款額之尚欠部份，並構成超額透支(視乎個別客戶而定，現時收取之利息一般為 P % p.a.)或構成未受權超額透支(現時收取之利息為 P + 8 % p.a.及一次性手續費 HK\$100)。此外，如墊款額之尚欠部份在與其貨幣不同之戶口內扣除，客戶亦須承擔有關之貨幣兌換風險。

4. If the application to subscribe for the New Fund fails before the Settlement Date, Hang Seng will, on the Settlement Date, refund the maturity proceeds of the Original Fund to the customer by crediting them to such Sub-account of the customer under the Integrated Account which is of a currency same as that of the maturity proceeds of the Original Fund.

倘若認購新基金之申請於結算日前未能成功，恒生會於結算日將到期所得透過進駐客戶綜合賬戶內與原有基金之到期所得相同幣值之子賬戶，以退回款項予客戶。

5. If the application to subscribe for the New Fund fails on or after the Settlement Date, Hang Seng will, as soon as reasonably practicable, refund the Subscription Amount to the customer by crediting them to such Sub-account of the customer under the Integrated Account which is of a currency same as that of the Subscription Amount.

倘若認購新基金之申請於結算日當日或之後未能成功，恒生會在合理和切實可行的範圍內，盡快將認購金額透過進駐客戶綜合賬戶內與認購金額相同幣值之子賬戶，以退回款項予客戶。

6. Hang Seng will not guarantee that the subscription instruction contained in this Form in respect of the New Fund by using the Advance provided by Hang Seng under the Capital Guaranteed Fund Advance Reinvestment Service can be executed successfully.

恒生並不擔保可成功代其執行此申請表上，所有根據「保本基金預先再投資服務」由恒生提供的墊款以認購新基金的認購指示。

7. Customer shall, according to the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service, charge by way of security, assign and release to Hang Seng all rights, titles, benefits and interests in and to the Secured Assets including, without limitation, those in respect of the maturity proceeds of the Original Fund until full repayment of the Secured Moneys (as defined in the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service). Hence, before then, customer cannot transfer, redeem or create any further encumbrance over the Secured Assets including any units in the Original Fund without the prior consent of Hang Seng.

客戶須按「保本基金預先再投資服務章程」將「抵押資產」(包括，但不限於，原有基金之到期所得)或與之有關的所有權利、產權、權益及利益抵押及轉讓予本行直至所有「抵押款項」(定義見「保本基金預先再投資服務章程」)被清還為止。因此，在這之前，客戶不可以未經恒生同意之情況下，將「抵押資產」(包括原有基金之任何單位)轉讓、提早贖回或設定其他債權。

8. (Applicable to subscription of New Fund which is a close-end fund with specified Offer Period)

In order that Hang Seng can handle the subscription instruction contained in this Form before the close of the Offer Period of the New Fund using the Advance provided by Hang Seng to the customer under the Capital Guaranteed Fund Advance Reinvestment Service, the application for Capital Guaranteed Fund Advance Reinvestment Service must be submitted to Hang Seng within the Offer Period of the New Fund stated in its offering documents.

(適用於認購有指定認購期之封閉式新基金)

為了使恒生能夠於新基金之認購期內處理此申請表上以恒生「保本基金預先再投資服務」提供予客戶的墊款認購新基金之認購申請，「保本基金預先再投資服務」之申請必須於新基金的銷售文件內所刊載的認購期內遞交至恒生。

**The Following Acknowledgements are for Phone-in Transactions Only**

(Note: ALL answers from customer must be "Yes" / For points 11, 12 & 15, answers must be either "Yes" or "Not applicable")

以下為處理電話交易時所須之確認 (註:客戶之所有答案必須為「是」/於第 11, 12 及 15 題之答案為「是」或「不適用」)

As Capital Guaranteed Fund Advance Reinvestment Service involves granting of an Advance by the Bank for the customer to pay for the Subscription Amount for subscription of the New Fund, this arrangement is considered a short-term loan. Therefore, in addition to point 1 – 8 above, before processing any order via telephone, Customer Relationship Manager should verbally confirm that the customer has received the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Services. If the customer has not received the Terms and Conditions, Customer Relationship Manager should fax, mail or e-mail the Terms and Conditions to the customer first (the customer can also download from [www.hangseng.com](http://www.hangseng.com) > "Form"). Customer Relationship Manager should also obtain the verbal consent of the customer to the following loan-related declarations:

鑑於「保本基金預先再投資服務」涉及由本行借出「墊款」，使客戶得以支付認購新基金之認購金額，此安排將被視為「短期貸款」，故除以上第 1 - 8 之注意事項外，在處理於電話任何申請前，客戶經理需口頭確認客戶已取得「保本基金預先再投資服務章程」。如客戶沒有收到章程，請先將有關章程傳真、電郵或郵寄給客戶(客戶亦可於 [www.hangseng.com](http://www.hangseng.com) > Form 下載)。客戶經理並需就以下與貸款有關之事項取得客戶之口頭同意：

9. You agree that the Client Relationship Manager will complete and submit to the Bank the Application Form for Capital Guaranteed Fund Advance Reinvestment Service on your behalf. (Yes/No)  
客戶同意客戶經理代為填寫及交回「保本基金預先再投資服務」申請表。(是/否)
10. You agree to apply to the Bank for an Advance in payment for the Subscription Amount. (Yes/No)  
客戶同意向本行申請墊款以支付認購金額。(是/否)
11. You will inform the Bank in writing if you are/were a director (within the past 12 months) of, or if you are a substantial shareholder/chief executive/employee of, any member of the HSBC Group or a relative of or trustee for any such director/substantial shareholder/chief executive/employee. (Yes / No / Not Applicable)  
若客戶現為或於過去 12 個月內為滙豐控股集團之董事，或現為滙豐控股集團之主要股東/行政總裁/僱員或其親屬或受託人，客戶將以書面通知本行。(是 / 否 / 不適用)
12. You confirm that, as of the date of today, if you or the government department of HKSAR in which you are working have/has no official dealings with the Bank and you undertake to inform the Bank promptly in writing if you or the government department in which you are working will later become involved in any official dealings with the Bank. (Yes / No / Not Applicable)  
客戶證明於本日，若客戶任職之香港特別行政區政府部門與本行並無任何公事來往，倘日後客戶任職之政府部門與本行有任何公事來往，客戶同意盡速以書面通知本行。(是 / 否 / 不適用)
13. In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in the Bank's favour in respect of any or all of your liabilities owed to the Bank, you agree that the Bank may from time to time provide the guarantor/provider of third party security with any data, details or information (including any of your personal data) relating to any loan/banking/credit facilities extended by the Bank to you for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security. (Yes/No)  
若曾經或現時就客戶欠本行之任何或所有債務而發出以本行為受益人之無限額擔保/第三方抵押，客戶同意本行可不時向擔保人/提供第三方抵押人士提供任何其向客戶提供之任何貸款/銀行融資/信貸安排之資料或詳情(包括任何有關客戶之個人資料)，作為通知彼等根據有關擔保/第三方抵押下之法律責任。(是/否)
14. You acknowledge and agree that the advance is provided subject to the Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service, which you have read and understood and agreed to be bound by them as they may be amended from time to time. (Yes/No)  
客戶確認並同意墊款乃根據「保本基金預先再投資服務章程」提供，同意受該章程則及其後可能作出之修訂約束。(是/否)
15. (Applicable to Any one of the Joint Name Account Holder placing this transaction order via phone)  
You represent and warrant to the Bank that you have obtained the necessary authorization from all the other joint account holder(s) (if any) to place this transaction order via phone on his / her / their behalf and to create the charge mentioned hereinabove and all the provisions in this Form shall be binding on you and all the other joint account holder(s) (if any) in all respect notwithstanding that the other joint account holder(s) has/have not placed this transaction order via phone (適用於其中一位聯名戶口持有人透過電話處理此交易)  
客戶向本行聲明及保證客戶已取得所有其他聯名戶口持有人(如有)之適當授權可以代表他/她/他們透過電話處理此交易及根據上述條款成立押記，儘管其他聯名戶口持有人未有透過電話處理此交易，客戶及所有其他聯名戶口持有人(如有)仍受到此申請表內所有條款之約束。(是 / 否 / 不適用)



## Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service 保本基金預先再投資服務章則

### 1. Definitions 釋義

In these Terms and Conditions:-  
本章則中，

“Advance” means an advance made by Hang Seng to the Customer under these Terms and Conditions for Capital Guaranteed Fund Advance Reinvestment Service;  
「墊款」指恒生於本「保本基金預先再投資服務章則」下給予客戶之墊款；

“Advance Amount” means the total amount of the Advance (in a currency corresponding to that of the New Fund) made by Hang Seng to the Customer in payment for the Subscription Amount;  
「墊款額」指恒生給予客戶之「墊款」全額(其幣值與「新基金」相同)，用以支付認購金額；

“Current Account” means a Hong Kong Dollar Current Account which is also the Sub-account under the Integrated Account;  
「往來賬戶」指港元往來賬戶並為綜合賬戶以下之一個子賬戶；

“Customer” means the person to whom the Advance is made by Hang Seng pursuant to these Terms and Conditions and, where the context permits or requires, includes a joint account Customer and their respective personal representatives and lawful successors;  
「客戶」指恒生根據本章則給予「墊款」之人士，如文義許可或規定，包括聯名戶口客戶以及其個人代表及合法後繼人；

“Fund Manager” means the manager or any person authorised to manage the investment, or administer the operation of, the Original Fund and/or the New Fund;  
「基金經理」指獲授權投資或管理「原有基金」及/或「新基金」之經理或人士；

“Hang Seng” means Hang Seng Bank Limited and its successors or assigns;  
「恒生」指恒生銀行有限公司及其後繼人或受讓人；

“Integrated Account” means the Customer’s integrated account with Hang Seng, which is, for the purpose of these Terms and Conditions, notified by the Customer to, and agreed by, Hang Seng;  
「綜合賬戶」指客戶於恒生開立並為此章則通知恒生及獲其同意之綜合賬戶；

“New Fund” means the investment fund for which the Customer authorises and instructs Hang Seng to apply and subscribe on his behalf pursuant to Clause 3(a);  
「新基金」指客戶授權及指示恒生根據第 3(a) 條代其申請認購之投資基金；

“Original Fund” means the investment fund held in the Integrated Account which are designated by the Customer, and agreed by Hang Seng, the maturity proceeds from which shall be applied in or towards repayment and settlement of the Advance Amount;  
「原有基金」指由客戶指定之存於其綜合賬戶之基金，並獲恒生同意將該基金之到期所得用以結付「墊款額」；

“Proceeds” means the maturity proceeds made available from the Fund Manager to Hang Seng after the maturity of the Original Fund in settlement of the Advance Amount;  
「所得」指「原有基金」到期後，基金經理可給予恒生之到期所得並用以結付「墊款額」；

“said Sub-account” means the Sub-account which is of a currency same as that of the Proceeds (Current Account excepted);  
「該子賬戶」與所得相同幣值之子賬戶(「往來賬戶」除外)；

“Secured Assets” shall have the meanings specified in the terms and conditions from time to time in force governing the Integrated Account. Without prejudice to the foregoing and for the avoidance of doubt, “Secured Assets” include (a) the Proceeds; (b) all rights, titles, benefits and interests in or in respect of the Original Fund; and (c) all dividends, distributions, and other moneys derived from the Original Fund;  
「抵押資產」一詞之定義見於適用於「綜合賬戶」之條款及條件。為免生疑，在不影響上文之前提下，抵押資產包括 (a) 「所得」；(b) 於「原有基金」或與之有關的所有權利、產權、權益及利益；及 (c) 來自「原有基金」之所有股息、分派及其他款項；

“Secured Moneys” means all moneys in any currency owing by the Customer to Hang Seng at any time, actually or contingently, in respect of the Service;  
「抵押款項」一詞指客戶於任何時候就服務實際或者或然結欠恒生任何幣值之款項；

“Service” means the capital guaranteed fund advance reinvestment service under which Hang Seng may make the Advance to the Customer for the purpose set out in Clause 2(a) and apply the Proceeds in and towards settlement of the Advance Amount pursuant to Clause 4(a);  
「服務」指保本基金預先再投資服務，據此，恒生可根據第 2(a) 條之目的將「墊款」給予客戶及根據第 4(a) 條將所得結付「墊款額」；

“Settlement Date” means the date when the Proceeds are made available from the Fund Manager to Hang Seng or such other date thereafter as Hang Seng may determine at its discretion;  
「結算日」指基金經理可將所得給予恒生之日或恒生酌情決定其後之另一日；

“Sub-account” means any one or all of the following accounts under the Integrated Account:-  
「子賬戶」指綜合賬戶中以下一個或所有賬戶：-  
(a) Foreign Currency Savings Account; and 外幣儲蓄賬戶；及  
(b) Hong Kong Dollar Savings Account; and 港元儲蓄賬戶；及  
(c) Current Account 「往來賬戶」

“Subscription Amount” means the amount (in a currency corresponding to that of the New Fund) which the Customer shall pay in order to subscribe for the New Fund.  
「認購金額」指由客戶為認購「新基金」須支付之金額(其幣值與「新基金」相同)。

### 2. Purpose of Advance and Security 「墊款」目的及抵押

(a) The Advance is made by Hang Seng to the Customer for the sole purpose of financing the payment of the Subscription Amount by the Customer in respect of his application for the New Fund made through Hang Seng. Whether or not Hang Seng decides to make the Advance is entirely at its discretion.  
「墊款」乃恒生給予客戶之墊款，僅供客戶支付其經恒生申請認購「新基金」之「認購金額」之用。恒生是否給予「墊款」全由恒生自行決定。

- (b) In consideration of Hang Seng agreeing to make the Advance to the Customer, the Customer as beneficial owner charges by way of security, assigns and releases to Hang Seng all of the Customer's right, title, benefit and interest in and to the Secured Assets until all the Secured Moneys (if any) have been paid or discharged. For the avoidance of doubt, notwithstanding that the Secured Moneys herein have been paid or discharged, nothing herein shall operate to discharge or release any security interest, assignment or encumbrance created by the Customer in favour of Hang Seng over all or any part of the Secured Assets in respect of any liabilities (other than the Secured Moneys) which may be owing to Hang Seng by the Customer from time to time.

作為獲得恒生同意根據本章則給予客戶「墊款」之條件，客戶以實益擁有人身份透過抵押將「抵押資產」之所有權利、產權、權益及利益抵押及轉讓予恒生，直至所有「抵押款項」清償為止。為免產生疑問，儘管「抵押款項」已清償，惟有關客戶就其不時欠付恒生之任何債務（「抵押款項」除外）而授予恒生所有或任何部份之「抵押資產」之任何抵押權益、轉讓權或債權將不會被解除或放行。

- (c) (Applicable to Any one of the Joint Name Account Holder signing this Form / placing this transaction order via phone)

The Customer represents and warrants to Hang Seng that the Customer has obtained the necessary authorization from all the other joint account holder(s) (if any) to sign this Form / place this transaction order via phone on his / her / their behalf and to create the charge mentioned hereinabove and all the provisions in this Form shall be binding on the Customer and all the other joint account holder(s) (if any) in all respect notwithstanding that the other joint account holder(s) has/have not signed this Form / placed this transaction order via phone.

客戶向恒生聲明及保證客戶已取得所有其他聯名戶口持有人(如有)之適當授權可以代表他/她/他們簽署此申請表/透過電話處理此交易及根據上述條款成立押記，儘管其他聯名戶口持有人未有簽署此申請表/透過電話處理此交易，客戶及所有其他聯名戶口持有人(如有)仍受到此申請表內所有條款之約束。

### 3. Application for New Fund 申請「新基金」

- (a) The Customer authorises and instructs Hang Seng to apply on his behalf to subscribe for the New Fund. Any subsequent request for cancellation of such subscription application shall be at the absolute discretion of Hang Seng and subject to such conditions as Hang Seng may prescribe. The Customer shall ratify and accept all things and matters done by Hang Seng and indemnify Hang Seng against any loss it may suffer or incur in connection with such application on the Customer's behalf.

客戶授權及指示恒生代其申請認購「新基金」。任何其後取消該認購申請之要求將由恒生全權決定，並受恒生訂明之條件規限。客戶須批准及接納恒生所辦理之各項事宜，並保證彌償恒生因代表客戶作出此項申請所可能承受或蒙受之任何損失。

- (b) Hang Seng makes no warranty or representation that the application made by Hang Seng on the Customer's behalf to subscribe for the New Fund will be successful.

恒生並不擔保或聲明其代表客戶認購「新基金」之申請將會成功。

- (c) Hang Seng is only responsible for applying on the Customer's behalf to subscribe for the New Fund. The Customer acknowledges and agrees that such application is subject to the final acceptance of the Fund Manager. Hang Seng disclaims any obligations and liabilities relating to the duration required in completing the subscription for the New Fund.

恒生僅負責代表客戶申請認購「新基金」。客戶確認及同意此項申請最終須獲得基金經理接納方可。恒生概不就完成認購「新基金」之時間長短承擔任何義務及責任。

- (d) Upon the Fund Manager's instruction, Hang Seng may pay the Advance Amount to the Fund Manager without further notice to the Customer with a view to subscribing for the New Fund.

當基金經理作出指示後，恒生可在無須通知客戶之情況下支付「墊款額」予基金經理認購「新基金」。

### 4. Settlement 結算

- (a) On the Settlement Date, Hang Seng will (i) credit the said Sub-account with the Proceeds, and then (ii) debit the said Sub-account with such amount that is sufficient for full settlement of the Advance Amount after the relevant currency conversion in exercise of the discretion provided for under Clause 13(b) if the said Sub-account is of a currency different from that of the Advance Amount. Further, if the credit balances on the said Sub-account, after having been credited with the Proceeds, are not sufficient to settle the Advance Amount in full, Hang Seng shall be entitled, at any time and without notice to the Customer, to debit such amount which is sufficient to settle the amount of the Advance Amount which remains outstanding from any Sub-account as Hang Seng may determine at its absolute discretion. Without prejudice to the generality of the foregoing, Hang Seng may, but shall not be obliged to, make the relevant debit from the following Sub-accounts in the following order:-

於結算日，恒生將會 (i) 把所得存入該子賬戶；然後 (ii) 於該子賬戶支取若干款項，以足夠全數清還「墊款額」，如該子賬戶之幣值與「墊款額」之幣值不同，恒生可按第 13(b)條決定如何作幣值轉換。此外，在存入所得後，倘若該子賬戶之結餘仍不足以全數清還「墊款額」，則恒生有權隨時毋須通知客戶的情況下，自行從任何子賬戶內扣除若干款項，以足夠清還「墊款額」之尚欠部份。在不影響前述之普遍情況下，恒生可以（但無責任）依照以下次序從以下子賬戶扣取款項：

- (i) Foreign Currency Savings Account in a currency corresponding to that of the outstanding Advance Amount;

從相同於尚欠「墊款額」幣值之外幣儲蓄賬戶中扣減；

- (ii) Hong Kong Dollar Savings Account;

從港元儲蓄賬戶中扣減；

- (iii) Current Account;

從「往來賬戶」中扣減；

- (iv) any other Foreign Currency Savings Account in a currency other than that of the outstanding Advance Amount; and

從幣值不同於尚欠「墊款額」之外幣儲蓄賬戶中扣減；及

- (v) (in the event that any amount of the Advance Amount remains outstanding after the relevant debits have been made from the above Sub-accounts), the Current Account, in which case the arrangements in Clause 4(b) may apply.

(倘從以上子賬戶扣取款項後，「墊款額」仍未被完全結付) 於「往來賬戶」中扣減。在此情況下，第 4(b)條之安排將適用。

in each case after making the necessary currency conversion in exercise of the discretion provided for under Clause 13(b) if the currency of the above Sub-account is different from that of the Advance Amount.

在每種情況下，如上述任何賬戶之幣值與「墊款額」之幣值不同，恒生可按第 13(b)條決定如何作幣值轉換。

- (b) At any time when Hang Seng debits the Current Account with any amount of the Advance Amount which remains outstanding pursuant to these Terms and Conditions and if there are insufficient funds on the Current Account to repay and settle such outstanding amount, the following arrangements may apply:

當恒生於任何時間按本章則從「往來賬戶」扣減「墊款額」之尚欠部份當日，倘「往來賬戶」未有足夠現金結付該尚欠金額，則將會作出以下安排：

- (i) if no overdraft facility is currently maintained on the Current Account, such outstanding amount shall forthwith constitute an unauthorised overdraft facility on the Current Account and the Customer shall pay interest on such outstanding amount from the date on which Hang Seng debits the Current Account up to the date of actual repayment of such outstanding amount at the rate of 8% per annum over the Hong Kong Dollar Prime Lending Rate quoted by Hang Seng from time to time or at such other rate or rates as Hang Seng may from time to time determine at its absolute discretion. The Customer shall also pay a one-off handling fee of HK\$100 for the unauthorised overdraft facility, which will be debited from the Current Account without prior notice to the Customer; or

如「往來賬戶」並無設有透支服務，則該尚欠金額立即構成未經批准之往來賬戶透支，客戶須支付該尚欠金額於恒生扣減「往來賬戶」之日至實際償還該尚欠金額之日期間之利息，年息為恒生不時所報之港元最優惠貸款利率加 8 厘或恒生不時全權酌情決定之息率，而客戶亦須就未經批准使用之透支一次性支付手續費 100 港元，此項手續費將於「往來賬戶」中扣減而不會事先通知客戶；或

- (ii) if an overdraft facility is currently maintained on the Current Account, such outstanding amount shall forthwith become or form part of the overdraft facility subject to the applicable provisions in the terms and conditions from time to time in force governing the Integrated Account.  
如「往來賬戶」當時設有透支服務，則該尚欠金額立即成為透支額之一部分，須受限於不時有效於「綜合賬戶」之條款及條件當中適用之條文。

- (c) (i) In the event that the application to subscribe for the New Fund pursuant to Clause 3(a) fails before the Settlement Date, Hang Seng will, on the Settlement Date, refund the Proceeds to the Customer by crediting the said Sub-account with the amount of the Proceeds.  
如按第 3(a)條認購「新基金」（之申請於結算日前未能成功，恒生會於結算日將所得透過進註該子賬戶，以退回款項予客戶。

- (ii) In the event that the application to subscribe for the New Fund pursuant to Clause 3(a) fails on or after the Settlement Date, Hang Seng will, as soon as reasonably practicable, refund the Subscription Amount to the Customer by crediting the Sub-account which is of the currency same as that of the Subscription Amount (Current Account excepted) with the amount of the Subscription Amount.  
如按第 3(a)條認購「新基金」（之申請於結算日當日或之後未能成功，本行會在合理和切實可行的範圍內，盡快將「認購金額」透過進註於一個與「認購金額」相同幣值之子賬戶（「往來賬戶」除外），以退回款項予客戶。

- (d) Before the Settlement Date, the Customer shall not revise, cancel or prepay the Advance Amount except with the consent of Hang Seng and, if Hang Seng agrees, the Customer shall in any event indemnify Hang Seng against any loss it may suffer or incur in connection with such revision, cancellation or prepayment.  
於結算日前，客戶不可修改、取消或提早償還「墊款額」，恒生同意則作別論，如恒生同意，客戶須保證彌償恒生因有關之修改、取消或提早還款而可能承受或蒙受之任何損失。

- (e) The Advance is subject to Hang Seng's usual review and overriding right to require repayment on demand at any time.  
「墊款」須定期經恒生審查，恒生有絕對之權利要求隨時還款。

## 5. Interest 利息

No interest will be payable by the Customer in respect of the Advance before the Settlement Date.  
客戶於結算日前無須支付「墊款」之利息。

## 6. Variation of Terms and Conditions/Fees and Charges 章則／費用及收費變動

- (a) Hang Seng may from time to time at its discretion revise these Terms and Conditions and/or introduce additional terms and conditions. Such revisions and/or any additions to these Terms and Conditions shall be binding on the Customer if the Customer continues to use the Advance or any part of the Advance or if any amount under the Advance remains outstanding on or after the effective date thereof.

恒生可不時酌情修訂及／或增訂本章則。如客戶繼續使用「墊款」或部分「墊款」，或者「墊款」當中任何款額於本章則之修訂及／或增訂生效當日或之後仍未償還，則有關本章則之修訂及／或增訂對客戶均具約束力。

- (b) Hang Seng may from time to time at its discretion impose further charges and fees and/or vary them. Such charges and fees and/or any variation thereof shall be binding on the Customer if the Customer continues to use the Advance or any part of the Advance or if any amount under the Advance remains outstanding on or after the effective date thereof.

恒生可不時酌情收取其他費用及收費以及更改所收費用及收費。如客戶繼續使用「墊款」或部分「墊款」，或者「墊款」當中任何款額於費用及收費及／或當中任何更改生效當日或之後仍未償還，則有關之費用及收費及／或當中任何更改對客戶均具約束力。

## 7. Customer's Warranties and Undertakings 客戶之保證及承諾

- (a) Notwithstanding the grant of the Advance by Hang Seng for the Customer's subscription for the New Fund, the Customer acknowledges and confirms that he is aware of the risk involved in investment in the New Fund and that he has made his own independent decision in investing in the New Fund.

墊款乃恒生給予保本基金預先再投資客戶用作認購「新基金」，客戶確認及確知投資「新基金」所涉及之風險並已就投資「新基金」作出其本人之獨立決定。

- (b) The Customer undertakes (i) to repay at any time on demand notwithstanding anything to the contrary herein all moneys which may be owing to Hang Seng in respect of the Advance together with all fees, charges and expenses payable by the Customer to Hang Seng including, but not limited to, all expenses of reasonable amount, legal or otherwise, reasonably incurred by Hang Seng, in connection with the provision of the Advance (including enforcement of any right of Hang Seng under these Terms and Conditions), and all applicable exchange control premiums, penalties or expenditure; and (ii) to inform Hang Seng as soon as practicable of any difficulty in repaying the Advance (or any part thereof) or in meeting any payment to Hang Seng arising from the Advance or otherwise pursuant to these Terms and Conditions.

客戶承諾(i)即使當中存在矛盾之處，仍隨時按通知全數償還結欠恒生之「墊款」以及客戶須支付恒生之各項費用、收費及開支，包括但不限於恒生因提供「墊款」（包括行使恒生於「本章則」項下之權利）而合理產生之各項開支（不論屬法律或其他方面所需）以及所有適用之外匯管制費用、罰款或支出；及(ii)如難以償還「墊款」（或當中任何部分）或難以向恒生支付「墊款」所產生或「本章則」訂明之款項，即儘快通知恒生。

- (c) The Customer shall, at the request of Hang Seng, execute such documents and perform such acts as Hang Seng may consider expedient for the purposes of providing the Advance or in connection with the Original Fund and the New Fund or Hang Seng's exercise of its powers and rights under these Terms and Conditions.

客戶須於恒生要求時就「原有基金」及「新基金」簽立及作出恒生認為有利於提供「墊款」及恒生行使其於「本章則」項下之權力和權利之文件及行動。

## 8. Set-off Rights 抵銷權

In addition to any general lien or similar right to which Hang Seng may be entitled by law, Hang Seng may at any time, without notice to the Customer, and notwithstanding any settlement of account or other matter whatsoever, (i) combine or consolidate all or any of the Customer's accounts (whether current savings securities custodial time fixed or call deposit accounts and whether subject to notice or not) with any liabilities to Hang Seng whatsoever, wherever situate for the purpose of setting off or transferring any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Customer's liabilities to Hang Seng on any other account or in any other respect whether such liabilities be present or future actual or contingent primary or collateral and joint or several (including but not limited to any or all sums and/or liabilities due by the Customer to Hang Seng) and, subject to Clause 13(b), Hang Seng may at any time at its complete discretion convert any of the Customer's account balances into any currency by any lawful means as Hang Seng's disposal for the purpose of set-off or transfer without reference to the Customer and/or (ii) apply in full or partial satisfaction of any of the Customer's liabilities to Hang Seng on any account all or any securities, valuables or other property which may be deposited with Hang Seng in the name of the Customer and wherever situate and whether for safekeeping or otherwise and Hang Seng shall not be liable for any loss arising from the sale or other disposition of any such securities, valuables or other property. In the case of a joint account Hang Seng may exercise the rights in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to Hang Seng by one or more of the holders of such joint account.

除恒生依法享有之一般留置權或類似權利外，縱有任何賬戶結算或其他事宜，恒生仍可在無須通知客戶下隨時(i) 將客戶之全部或任何賬戶（不論是否屬往來儲蓄證券託管定期額或通知存款賬戶或是否需要通知）與任何結欠恒生之債務合併或綜合，以作抵銷或從而將任何一個或多個賬戶之進賬轉賬，以抵償客戶於其他賬戶或其他方面結欠恒生之債務，不論有關債務屬現時或者未來實際或者或然主體或者附帶以及共同或者個別（包括但不限於客戶結欠恒生之任何或所有款項及／或債務），此外，恒生可按第 13(b)條隨時全權酌情以其可利用之合法途徑將客戶之賬戶結餘換算為任何幣值，從而在無須參照客戶之情況下作抵銷或轉賬之用；及／或(ii)以全數或部分數額抵償客戶於任何賬戶或任何以客戶之名存放於恒生作保管或其他目的之證券、貴重品或其他資產（恒生無須承擔因出售或調動此等證券、貴重品或其他資產而造成之損失）結欠恒生之任何債務。就聯名賬戶而言，恒生可行使本條所賦予之權利將聯名賬戶之結餘用於抵償該聯名賬戶其中一個或多個持有人結欠恒生之

債務。

9. Terms and conditions binding on legal representatives, etc. 對法人代表等具約束力之章則：

The terms and conditions stated herein shall be binding on the Customer's heirs and legal representatives, successors and assigns. Where the Customer consists more than one person, the terms and conditions stated herein and in such documents accepted by the Customer shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by Hang Seng or may not be effectively bound due to any reason.

本文件所載之章則對客戶之繼承人及法人代表、後繼人及受讓人均具約束力。如客戶多於一人，對於當中之個人及連帶之各人，本文件所載之章則以及客戶所接納其他文件之條款及條件均具約束力，即使當中任何人獲恒生解除任何義務或因任何原因不受有效約束。

10. Debt Collection Agent 代收債款代理

Hang Seng may appoint any person as its agent to collect any or all indebtedness owed by the Customer to Hang Seng and the Customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by Hang Seng for that purpose on each occasion. Hang Seng shall have, and the Customer admits and agrees that Hang Seng do have, the right to disclose to debt collection agencies all personal data relating to the Customer for that purpose on any occasion.

恒生可委託任何人代其收取客戶結欠恒生之任何或所有債款，而客戶須承擔恒生每次因此而合理產生之各項合理費用及開支。恒生有權而客戶亦確認及同意恒生有權為此而向代收債款之代理透露有關客戶之個人資料。

11. Disclosure of Personal Data 披露個人資料

The Customer acknowledges and agrees that all personal data relating to the Customer ("Data") may be used and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices, or terms and conditions made available by Hang Seng to customers from time to time. The Customer also agrees that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to the Customer, and provide banker's or credit references in respect of the Customer.

客戶確認及同意，恒生可根據其個人資料使用及披露政策（載於其不時向客戶提供之聲明、通函、通告或條款及條件）就所述目的使用有關客戶之所有個人資料（「個人資料」）並向有關人士提供個人資料。客戶亦同意，恒生可將資料轉交香港特別行政區境外地區，可利用個人資料及有關客戶之其他個人數據及資料以作核對（定義見個人資料（私隱）條例），並可提供有關客戶之銀行證明書或信貸諮詢用途。

12. Notice 通知

Any notice or demand by Hang Seng shall be sufficiently given if left at or sent by prepaid letter to the Customer's last known address in the Hong Kong Special Administrative Region or elsewhere and every notice or demand so given shall be deemed to have been served on the day after the letter was left or posted as aforesaid, its subsequent return by the post office notwithstanding.

恒生之通知或要求凡送交或以預付郵費信件寄交客戶最近期通知於香港特別行政區或其他地區之地址的，必須有充份之時間發出，按此發出之每項通知或要求於信件按前述送交或寄出後翌日視為送達，即使郵政局其後退回亦然。

13. Other terms 其他條款

(a) The books and records of Hang Seng shall be final and conclusive evidence concerning the amount due from the Customer to Hang Seng under the Advance at any time.

恒生之賬冊及記錄最終決定客戶於某個時候尚欠恒生之「墊款額」。

(b) All currency conversions (if necessary) shall be calculated at the rate of exchange determined conclusively by Hang Seng on the relevant date of conversion determined by Hang Seng.

恒生確定於某日換算之幣值(如有需要)乃按恒生於當日不可推翻地決定之匯率折算。

(c) The Chinese version of these Terms and Conditions is for reference only. In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

「本章則」之中文文本僅供參考，如「本章則」之中英文文本存有歧義，均以英文本為準。

14. Interpretation Clause 詮釋條款

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, references to Clauses and the Appendix are to the clauses of and the appendix to these Terms and Conditions. Clause headings are inserted for reference only and shall be ignored in construing these Terms and Conditions.

除文義另有所指外，單數字義具有複數之意，反之亦然，性別詞指各個性別。除另有指明外，文中提及之各條條文及附件乃指「本章則」之條文及附件。各條文加入之標題僅作參考，於詮釋「本章則」時可置之不理。