親愛的客戶：

有關證券戶口章則修改的通知

恒生銀行有限公司〔「本行」〕謹此通知閣下，證券戶口章則將於2025年7月30日起〔「生效日期」〕作出以下修訂。修訂條款的摘要如下：

第1條－釋義及應用

修改

「第1.01條」涉及章則中「營業日」、「客戶」、「人士」和「電話密碼」的定義。

第2條－服務

修改

「第2.01(a)條」涉及本行可為客戶持有或安排保管「證券」的服務。
「第2.01(g)條」涉及本行可為客戶提供與任何市場或投資有關之評論、財務資訊及數據的服務。
「第2.02(a)條」涉及本行可採取行動或不採取行動的權利。
「第2.05條」有關取消或撤回客戶指示。
「第2.06條」涉及本行提供服務和接受指示的權利。
「第2.09條」涉及本行可出售或處置客戶的證券的權利。
「第2.10條」有關客戶須閱讀及了解此章則。
「第2.13(c)條」涉及本行不會提供投資顧問服務。

新增

「第2.02(f)條」涉及本行交還證券的權利。
「第2.02(f)至2.02(j)條」重新編號為「第2.02(g)至2.02(k)條」。

第4條－電話指示及電話理財密碼

修訂

「第4.01條」涉及本行可接受有關客戶買賣證券的電話指示。
「第4.03條」涉及本行接受電話指示的標準。
「第4.04條」涉及未經授權使用電話密碼等識別碼。
「第4.05條」涉及電話密碼等識別碼的生效及更改的電話密碼等識別碼。

恒生銀行有限公司 Hang Seng Bank Limited
香港中環德輔道中83號 83 Des Voeux Road Central Hong Kong
hangseng.com

滙豐集團成員 Member HSBC Group

第5條 – 客戶之戶口

修訂

「第5.02(b)條」涉及本行可抵銷客戶已落之買賣盤的權利。

第6條 –「通知書」及結單

新增

「第6.02條」涉及提供通知書及結單副本。
「第6.02至6.03條」重新編號為「第6.03至6.04條」。
「第6.03條」涉及按月向客戶發出結單。
「第6.04條」有關客戶同意審核通知書、買賣單據和戶口結單的責任。

第7條 – 費用及支出

修訂

「第7.02條」有關客戶負責律師費或其他支出。

第9條 – 滙率

修訂

「第9條」涉及本行貨幣兑換的權利。

第10條 – 暫停及終止「服務」及結束「證券戶口」

修訂

「第10.02(b)條」涉及本行因客戶重大違約而即時結束「證券戶口」的權利。
「第10.04條」涉及客戶服務遭暫停或終止後仍受本章則約束。
「第10.05條」涉及本行進行交易或結算客戶在本章則下之債務的權利。
「第10.06條」涉及終止服務或結束戶口時的證券處理。

第11條 – 法律責任及賠償限制

修訂

「第11.01條」有關本行不為客戶或任何證券之受託人。
「第11.02條」有關本行毋須負責檢查或核實任何證券的擁有權。
「第11.05條」有關本行毋須負責對客戶或第三者造成或引起之結果的情況。
「第11.05(b)條」有關本行對傳送指示遇上任何干擾、中斷等不承擔任何責任。

新增

「第11.05條」最後一句涉及本行沒有義務採取任何措施避免「第11.05條(a)至11.05條(g)」中事件的影響。

第12條 – 修訂

修訂

「第12條」涉及本行對章則的修改。

第13條 – 通訊

修訂

「第13.01條」涉及本行發送給客戶的通訊。
「第13.03條」涉及客戶發送本行的通訊。

第15條 – 約束效力

修訂

「第15條」有關章則的約束力。

第16條－進一步保證

修訂

「第16.03條」有關客戶更改地址為香港地區以外。

第17條－共同及個別責任

修訂

「第17條」涉及有多個仍在生之客戶行為的共同及個別責任。

第18條－可分割性

修訂

「第18條」涉及本章則均可分割及獨立詮釋。

第23條－其他

修訂

「第23.03條(a)」涉及客戶對在香港登記其證券的確認及同意。

第25條「恒生每月投資計劃條款及條件」

刪除

「第25條」有關恒生每月投資計劃的條款及條件。
「第26條」重新編號為「第25條」。

(重新編號)第25條－作為中介人處理集體投資計劃之認購、轉換及贖回申請章則

新增

「第25.03(b)條」有關本行按客戶指示處理認購交易。
「第25.03(b)條」重新編號為「第25.03(c)條」。

刪除

「第25.10條」有關本行披露交易細節。
「第25.11和25.12條」重新編號為「第25.10和25.11條」。
「第25.11(b)條」涉及「第23.03(i)條」的適用性。

修訂

(重新編號)「第25.10條」涉及本行向基金經理披露客戶個人資料。

請注意，如閣下於生效日期當日或之後繼續持有證券戶口或使用我們的相關服務，經修訂的證券戶口章則對閣下即具約束力。請同時注意，如閣下不接受載於本通知的修訂，本行可能無法繼續為閣下維持證券戶口或提供證券戶口章則項下的服務。如閣下不接受載於本通知的修訂，閣下可於生效日期之前，根據證券戶口章則的有關條文終止戶口。

由生效日期起，閣下與本行之間訂立的任何其他條款及細則、合約或文件中對證券戶口章則的任何提述，應被視為對經修訂的證券戶口章則的提述。

由2025年6月30日起，閣下可於本行任何分行獲取經修訂的證券戶口章則或經本行網頁(本行網頁 > 個人理財 > 投資 > 基金投資 > 投資融資 > 備註)瀏覽及下載經修訂的證券戶口章則。

閣下亦可從本行網頁(本行網頁 > 個人理財 > 投資 > 基金投資 > 投資融資 > 備註)瀏覽及下載，或於本行任何分行索取現時的證券戶口章則和此通知，直至2025年9月30日。

如閣下有任何疑問，或有意終止證券戶口，請聯絡閣下的客戶經理。

此致

恒生銀行有限公司
(此為電腦編印文件，毋須簽署。)

Dear Customer,

Notice of Amendments to the Terms and Conditions for Securities Account

Hang Seng Bank Limited ("the Bank") would like to notify you the amendments to the Terms and Conditions for Securities Account that will take effect from 30 July 2025 ("Effective Date"). A summary of the amended clauses is provided below:

Clause 1 – Definitions and Interpretation

Revise

"Clause 1.01" in relation to the definitions of "Customer" and "Person" in the Terms and Conditions.

Clause 2 – Services

Revise

"Clause 2.02(a)" in relation to the Bank's entitlement to take or refrain from action.
"Clause 2.05" in relation to the rescission or withdrawal of customer instruction.
"Clause 2.06" in relation to the Bank's entitlement to provide services and accept instruction.

Add

"Clause 2.02(f)" in relation to the Bank's entitlement to surrender any of the Securities.
"Clause 2.02(f) to 2.02(j)" renumbered to "Clause 2.02(g) to 2.02(k)".

Clause 4 – Telephone Instructions and Phone PIN

Revise

"Clause 4.03" in relation to the criteria for effective telephone instruction.
"Clause 4.04" in relation to the unauthorized use of PIN and identification code.
"Clause 4.05" in relation to the acceptance of the change in PIN and identification code by the Bank upon notification from customers.

Clause 6 – Advice and Statements

Add

"Clause 6.02" in relation to the provision of copy advice and statement.
"Clause 6.02 to 6.03" renumbered to "Clause 6.03 to 6.04"

Clause 10 – Suspension and Termination of Services and Closure of the Securities Account

Revise

"Clause 10.06" in relation to the return of Securities upon Service termination or Account closure.

Clause 11 – Limitations on Liability and Indemnity

Revise

"Clause 11.05(b)" in relation to the Bank not assuming any liability for transmission of instruction.

Add

The last sentence after "Clause 11.05(g)" in relation to the Bank not having any obligation to take any step to avoid effects of events in "Clause 11.05(a) to 11.05(g)."

Clause 12 – Amendments

Revise

"Clause 12" in relation to the Bank's amendments to the Terms and Conditions.

Clause 13 – Communications

Revise

"Clause 13.01" in relation to the communications sent to customers.
"Clause 13.03" in relation to the communications sent by customers.

Clause 15 – Binding Effect

Revise

"Clause 15" in relation to binding effect in the Terms and Conditions.

Clause 16 – Further Assurance

Revise

"Clause 16.03" in relation to the customer's change in address outside Hong Kong.

Clause 17 – Joint and Several Liability

Revise

"Clause 17" in relation to joint and several liability of more than one customer.

Clause 23 – Miscellaneous

Revise

"Clause 23.03(a)" in relation to the customer's acknowledgement and agreement regarding registration of customer's securities in Hong Kong.

Clause 25 "Terms and Conditions for Hang Seng Monthly Investment Plan"

Remove

"Clause 25" in relation to Terms and Conditions for Hang Seng Monthly Investment Plan.
"Clause 26" renumbered to "Clause 25".

(Renumbered) Clause 25 – Terms and Conditions on Handling of Subscription Applications, Switching and Redemption Requests in relation to Collective Investment Schemes as an Intermediary

Add

"Clause 25.03(b)" in relation to the handling of subscription transactions by the Bank per customers' instructions.
"Clause 25.03(b)" renumbered to "Clause 25.03(c)".

Remove

"Clause 25.10" in relation to the Bank's disclosure of transaction details.
"Clause 25.11 and 25.12" renumbered to "Clause 25.10 and 25.11".
"Clause 25.11(b)" in relation to the applicability of "Clause 23.03(i)".

Revise

[Renumbered] "Clause 25.10" in relation to the Bank's disclosure of customer personal information to fund manager.

Please note that the revised Terms and Conditions for Securities Account shall be binding on you if you continue to maintain any Securities Account with us or use our related services on or after the Effective Date. Please also note that we may not be able to maintain your Securities Account or continue providing the services contemplated under the Terms and Conditions for Securities Account to you if you do not accept the amendments set out in this Notice. If you do not accept the amendments, you have the right to terminate your account(s) in accordance with the relevant clauses under the Terms and Conditions for Securities Account before the Effective Date.

From the Effective Date, any references to the Terms and Conditions for Securities Account in any other terms and conditions, agreements or documents entered into between us shall be deemed to be references to the revised Terms and Conditions for Securities Account.

You may obtain a copy of the revised Terms and Conditions for Securities Account at any branch of the Bank from 30 June 2025 or access and download the revised Terms and Conditions for Securities Account from the Bank's website (Hang Seng Bank Website > Personal > Investments > Investment Fund > Investment Financing > Remarks).

You may also access or download the existing Terms and Conditions for Securities Account and this Notice from the Bank's website (Hang Seng Bank Website > Personal > Investments > Investment Fund > Investment Financing > Remarks) or obtain a copy at any branch of the Bank on or before 30 September 2025.

If you have any questions or should you wish to terminate the Securities Account, please contact your Relationship Manager.

Yours faithfully,

Hang Seng Bank Limited
(This is a computer-generated document. No signature is required.)

恒生銀行
HANG SENG BANK

Appendix – Changes to Terms and Conditions for Securities Account (with changes highlighted in grey)

1. Definitions and Interpretation

1.01 "Customer" means the person or, as the case may be, each person in whose name the Securities Account is opened or, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership or firm, means each of the present and future partners of the partnership or firm and, in the case of an individual, sole proprietorship, partnership or firm, includes any personal representative or lawful successor of such individual, proprietor or any partner of the partnership or firm, and in the case of a corporation, includes its lawful successor, and, where the context permits, includes any Authorized Person(s);

"person" includes an individual, sole proprietorship, partnership, firm, company, corporation and an unincorporated body of persons;

2. Services

2.02 The Bank shall be entitled (but not obliged), without prior notice to or consent from the Customer, to take such steps as it may consider expedient to enable it to provide the Services and exercise its powers under these Terms and Conditions including, without limitation, the following:

(a) ~~The Facility is subject to the Bank's annual review. The Bank may, but is not obliged to, renew the Facility. The Customer may continue to use the Facility unless the Bank notifies the Customer that the Facility is not renewed.~~ to comply with any Applicable Regulations requiring the Bank to take or refrain from action (including without limitation requiring the Bank to provide identity details and/or other information relating to the Customer, the Securities, any Transaction and/or the Securities Account);

(f) to surrender any of the Securities against receipt of moneys payable upon maturity or on redemption if called prior to maturity;

2.05 Any Instruction, once given, may ~~not~~ only be rescinded or withdrawn with the express consent of the Bank (which may be given subject to such conditions as may be specified by the Bank) ~~without the written consent of the Bank~~. All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. Other than (where applicable) verifying the latest specimen signatures and signing arrangement specified by the Customer to the Bank, or the Phone PIN or any applicable personal or unique identification code or number, the Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.

2.06 The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only provide Services or accept Instructions insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so and the Bank reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instruction or to refuse to provide any Services or act on any Instruction if, in its reasonable opinion, there are reasonable grounds for doing so.

4. Telephone Instructions and Phone PIN

4.03 Telephone Instructions, to be effective, must be given by using and quoting the Phone PIN, any personal or unique identification code or number or such other information or details ~~and such other details~~ as the Bank may reasonably require, and must be accepted by the Bank by such means as the Bank may prescribe.

4.04 The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Phone PIN, and the personal or unique identification code or number in secrecy. At no time and under no circumstances shall the Customer disclose such ~~the secret Phone PIN~~ information to any person.

The Customer shall be fully responsible for any accidental or unauthorised disclosure of the Phone PIN, or the personal or unique identification code or number to any person and shall bear the risks of such ~~the Phone PIN~~ information being used by unauthorised persons or for unauthorised purposes.

Upon notice or suspicion of the Phone PIN or the personal or unique identification code or number being disclosed to any unauthorised person or any unauthorised Telephone Instruction being giving, the Customer shall immediately notify the Bank in person ~~immediately~~ or by telephone or e-mail at such telephone numbers or e-mail address ~~at the branch office at which the Securities Account is kept (or such other address as the Bank may notify) or by telephone at such telephone numbers~~ as the Bank may from time to time prescribe (which the Bank may ask the Customer to confirm in writing any details given) and the Customer shall change the Phone PIN, or the personal or unique identification code or number (as applicable) as soon as possible.

Notwithstanding the foregoing, all withdrawals, transfers and/or Transactions involving the Securities Account by any person whether or not authorised by the Customer prior to the Bank's actual receipt of any notice referred to in this Clause 4.04 shall be conclusively binding on the Customer.

4.05 As soon as the Phone PIN, personal or unique identification code or number has been prescribed by the Customer and notified to the Bank, it shall remain effective until it is cancelled by, or with the agreement of, the Bank. Any change of the Phone PIN, personal or unique identification code or number shall only be effective if accepted by the Bank.

6. Advice and Statements

6.02 The Bank will provide the Customer with a copy of any specified contract note, receipt, advice or statement upon request subject to a handling charge which may vary from time to time.

10. Suspension and Termination of Services and Closure of the Securities Account

10.06 Upon termination of the Services or closure of the Securities Account for whatever reasons, the Bank will return any Securities to the Customer by registered post at the sole risk and expense of the Customer.

11. Limitations on Liability and Indemnity

11.05 Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:

(a) access to the Services by the Customer or any other person whether or not authorized;

(b) any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of instructions or other information howsoever caused;

(c) disclosure of Instruction or information relating to the Customer from any telecommunication company, equipment, device or intermediary through which the Instruction or information passes or by the Bank or the Bank's agents or any other third party;

(d) imposition or change of any Applicable Regulations, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;

(e) its inability to execute an Instruction due to prevailing market conditions and the manner and timing of execution of an instruction;

(f) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services; and/or

(g) any interruption, suspension, unavailability or delay of the Services caused by or attributable to acts, omissions, conditions, events or accidents beyond the reasonable control of the Bank including, without limitation, Acts of God (including, without limitation, flood and tsunami), government act, fire, civil commotion, strike, lock-out or other industrial dispute (whether involving the workforce of the Bank or of any other person), war, military action, unrest, political insurrection, riot, public demonstration, malicious damage, terrorist activity of any kind (whether actual or threatened), pandemic or epidemic or the widespread of disease of any nature (including but not limited to any scheduled infectious disease as defined in the Prevention and Control of Disease Ordinance (Cap. 599, Laws of Hong Kong) or other infectious disease with similar or comparable inhibiting effect of any such scheduled infectious disease),

and for the avoidance of doubt, the Bank is under no obligation to take any step or make alternative arrangement with the Customer to overcome or avoid the effects/consequences of any of the above events beyond the reasonable control of the Bank.

12. Amendments

Except provided otherwise in these Terms and Conditions, (a) the Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and (b) these Terms and Conditions, any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank's ~~notice (for a period of at least 30 days for any variation affecting fees and charges which is within the Bank's control and the liabilities or obligations of the Customer or for such reasonable period as the Bank may prescribe in the case of any other variations) which may be given by display, advertisement or other means as the Bank thinks fit~~ giving notice according to regulatory requirements and shall be binding on the Customer if the Customer continues to maintain the Securities Account with the Bank after the effective date thereof.

13. Communications

13.01 Communications delivered personally, sent by post, facsimile transmission, telex, ~~or~~ e-mail or mobile short message will be deemed to have been delivered to the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last registered with the Bank, (where sent by post) 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong or (where sent by facsimile transmission, telex, ~~or~~ e-mail or mobile short message) on the date of ~~despatch~~ dispatch to the facsimile or telex number or the e-mail address or mobile phone number last registered with the Bank. Items sent to the Customer or delivered to an authorized representative are sent ~~supplied~~ at the Customer's risk.

13.03 All communications sent by the Customer to the Bank shall be in writing and shall be sent to the branch office at which the Securities Account is kept unless the Bank prescribes other form of notice or mode of communication. Such communication ~~and~~ shall be deemed to have been delivered to the Bank on the day of actual receipt.

15. Binding Effect

These Terms and Conditions shall be binding on and enure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

16. Further Assurance

16.03 The Customer undertakes to give written notice to the Bank in advance if the Customer intends to change his address to an address outside Hong Kong, or intends to leave Hong Kong for a total period of 180 days or longer in any twelve-month period or, if the Customer has resided outside Hong Kong for a cumulative total of 180 days or longer in any twelve-month period.

17. Joint and Several Liability

If there is more than one Customer, (i) the liability and obligations of each of them shall be joint and several, (ii) references to the Customer shall, as the context requires, be construed as references to any and each of them, (iii) each of them shall be bound even though any other Customer or any other person intended to be bound hereby is not, (iv) the Bank shall be entitled to deal separately with any Customer on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Customer and (v) on the death of any of the Customers, the Bank shall hold the Customer's assets to the order of the surviving Customer(s) according to these Terms and Conditions and subject (where relevant) to the surviving Customer(s) producing to the satisfaction of the Bank evidence of death of the relevant Customer and evidence of compliance of all applicable requirements under law including, without limitation, all obligations regarding payment or clearance of estate duty. However, this will not limit or reduce any right the Bank may have arising from any lien, mortgage, charge, pledge, set-off, counter-claim or in any other manner. The surviving Customer(s) shall indemnify and reimburse the Bank, its officers, and employees in respect of any liability including any claim which may be made against the Bank as a result of the Bank's complying with any such order, Instruction and authorisation from the surviving Customer(s) or the personal representative(s) of the last surviving Customer; (vi) where product/transaction suitability assessment is applicable, for Securities Accounts with any one to sign signatory arrangement, the Bank will perform suitability assessment based on the information of the Customer who places the relevant Instruction; for Securities Accounts with more than one to sign signatory arrangement, suitability assessment will be performed based on the information of Customer who has the lowest risk tolerance level amongst the Customers who place the relevant Instruction according to the Customers' latest Risk Profiling Questionnaire records at the Bank. In case all Customers who place the relevant Instruction have the same risk tolerance level, suitability assessment will be performed based on the information of the Customer who has the shortest comfortable investment tenor according to the Customers' latest Risk Profiling Questionnaire records at the Bank.

23 Miscellaneous

23.03 The Customer acknowledges and agrees that:

(a) where the Customer comprises person(s) other than individual(s) or limited company, the Customer's Securities will have to be registered in the name of a nominee (whether appointed by the Bank or by the Customer) or in such other manner as may be prescribed by the applicable regulations of any person maintaining in ~~the~~ Hong Kong the register of members of a company the securities of which are listed on a stock exchange;

~~25. Terms and Conditions for Hang Seng Monthly Investment Plan~~

~~[The entire Clause 25 has been removed.]~~

~~2526.~~ Terms and Conditions on Handling of Subscription Applications, Switching and Redemption Requests in relation to Collective Investment Schemes as an Intermediary

25.01~~26.01~~ This Clause 25~~26~~ applies only where the Bank agrees, at its discretion, to provide to the Customer the Services relating to Collective Investment Schemes as referred to in Clause 25.03~~26.03~~ below.

25.02~~26.02~~ In this Clause 25~~26~~, unless the context otherwise requires:-

"Collective Investment Scheme" means any collective investment scheme with which the Bank is prepared to deal under this Clause 25~~26~~ from time to time;

"Dealing Procedures" means the procedures for the time being agreed between the Bank and the Fund Manager of the relevant Collective Investment Scheme to govern the subscription, switching and redemption of interests therein and other incidental matters;

"Fund Manager" means the manager for the time being of a Collective Investment Scheme.

25.03~~26.03~~ The Bank may, as its discretion, provide the following Services in connection with the handling of subscription applications, switching and redemption requests of the Customer relating to interests in Collective Investment Schemes pursuant to Instructions:-

(a) transmitting to the relevant Fund Manager or its authorised representatives the relevant application forms signed by the Customer, subscription proceeds and other requisite materials and documents; ~~and~~

(b) completing and signing application forms and other necessary documents for and on behalf of the Customer in accordance with Telephone Instructions or other Instructions, transmitting them to the relevant Fund Manager or its authorised representatives together with other requisite materials and documents and making requisite direct debits for any amount payable by the Customer to the Fund Manager pursuant to such Telephone Instructions or other Instructions from any one or more accounts of the Customer with the Bank in any currency; and

(c) rendering to the Customer other ancillary and incidental services.

25.10~~26.10~~ ~~The Bank shall be entitled to disclose to any agency, government department, statutory or public authority the details of any Transaction effected by or through the Bank under this Clause 26.~~

25.10~~26.11~~ The Customer agrees and confirms that the Bank shall be entitled to disclose to any Fund Manager, at such Fund Manager's request, personal information of the Customer (including, without limitation, the Customer's name, identification document number, address and specimen signature) ~~for the purpose of enabling~~ to enable such Fund Manager to (i) comply with any Applicable Regulations requiring it to provide such personal information to any regulatory authority, government agency or exchange which exercises power or jurisdiction over it and (ii) continue ~~serving~~ to serve the Customer despite the termination for whatever reason of the Services contemplated in this Clause 25~~26~~. The Bank does not assume any liability or responsibility to the Customer for such disclosure unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

25.11~~26.12~~ The Customer warrants and declares that ~~(a)~~he/she is fully aware of the nature, terms and risks involved in investing in Collective Investment Schemes and of the contents of the up-to-date versions of the explanatory memorandum, annual reports and accounts in respect of the relevant Collective Investment Scheme prior to giving any Instructions~~; and~~.

~~(b) the provisions of Clause 23.03(i) of these Terms and Conditions shall apply as if incorporated (with necessary changes) herein.~~

恒生銀行
HANG SENG BANK

附錄：證券戶口章則的修訂（修訂以灰色顯示）

1. 釋義及應用

1.01 "營業日"指「本行」在香港公開營業之一日。及如文義允許，亦指「本行」指定接受發出「指示」之營業時間；

"客戶"指以其名義開立[證券]~~十戶口~~之「人士」或每一名「人士」(視乎情況而定)。如屬全東商號，乃指獲資經營者；如屬合夥組織或商號若~~以商號名義開立戶口~~，乃指合夥組織或商號現時及未來之每一名合夥人；及如屬~~若以~~個人、全東商號、合夥組織或商號~~名義開立戶口~~，則包括該等個人、獨資經營者、合夥組織或商號合夥人之任何個人代表或合法繼承人；如屬法團，則包括其合法繼承人，及如文義允許，亦包括任何「授權人士」；

"人士"包括個人、全東商號、合夥組織、商號、公司、法團及非法團性質之組織或~~以~~上；

"電話密碼"指「本行」目前與「客戶」設訂之密碼，以便「客戶」向「本行」發出「電話指示」時藉以識別「客戶」身份；

2. 服務

2.01 「本行」可為「客戶」(但~~無責任~~~~非必須~~)提供下列所有或任何有關「證券」之「服務」：

(a) 依據所有「適用規例」，持有或安排保管「證券」(包括但不限於持有任何中央結算系統證券存管處之「證券」)，並以「本行」認為合適之名稱將「證券」登記，如認為適當，以「客戶」本身或「本行」代名~~理~~人之名稱登記；

(g) 提供與任何市場或投資有關之評論、財務資訊及數據(為免生疑問，只是向「客戶」提供任何推廣材料或任何市場或產品資料本身並~~不~~~~單獨~~構成招攬銷售或建議任何產品。)

2.02 「本行」有權(但無責任)在未預先通知「客戶」或得到「客戶」同意之情況下，採取其認為有利於提供「服務」之步驟，並依照本章則行使其權力，包括但不限於：

(a) 遵守~~任何~~要求「本行」採取或停止行動(包括但不限於要求「本行」提供識別資料及／或其他與「客戶」、「證券」、任何「交易」及／或「證券~~十~~戶口」有關之資料)之任何「適用規例」；

(f) 於收取到期應得款項或到期前贖回應得款項後，交還任何「證券」；

2.05 僅在~~未獲~~「本行」表明~~書面~~同意(該同意或會受「本行」指定之有關條件的規限)的情況下前，向「本行」發出之任何「指示」~~均不~~方可取消或撤回。一切已發出之「指示」，不論由「客戶」本人或報稱為「客戶」之任何其他「人士」發出，經「本行」真誠地理解及辦理後，均屬不可撤銷並對「客戶」具有約束力。除(如適用)核實「客戶」向「本行」指定之最新簽名式樣及簽署安排或「電話密碼」或任何適用的個人或獨有的識別碼或編號外，「本行」並無責任確證發出「指示」人士之身份或權限，或查證有關「指示」之真確性。

2.06 「本行」有權按其業務常規及程序辦事，並僅接納「本行」合理認為實際及合理之情況下提供「服務」或接納任何「指示」。在「本行」合理認為有合理原因下，「本行」保留制訂其提供「服務」或接納任何「指示」之條件或保留拒絕提供任何「服務」或執行「指示」之權利。

2.09 在不影響上述第2.02(a)項條文之情況下，本行有權(但~~無責任~~~~非必須~~)應任何「適用規例」，或為保障「客戶」及／或「本行」而按當時之市場情況出售或處置所有或任何「證券」而毋須得到「客戶」之「指示」。「本行」會將出售或處置所得(於扣除合理費用後)進誌「客戶」於「本行」開立之任何一個或多個以任何貨幣開立之往來、儲蓄及有期存款戶口。「本行」在合理可行之情況下，會於進行出售或處置該等「證券」前，先通知「客戶」。

2.10 未享用任何「服務」或根據此等~~章~~則~~行~~進行任何之「交易」前，「客戶」須閱讀及了解此等~~章~~則~~行~~。

2.13 就「本行」向「客戶」銷售任何「金融產品」而言：

(a) 「本行」可根據「客戶」的風險承受能力、財務狀況、投資經驗、投資目標及投資期，按第2.14項的條文，向「客戶」招攬銷售或建議「金融產品」；

(b) 「客戶」可按第2.15項的條文與「本行」就任何「本行」沒有作出招攬或建議或有別於「本行」作出的招攬或建議的「金融產品」進行「交易」；及

(c) 在受限於第2.13(a)及2.14項條文的前提下及除非「本行」與「客戶」另有協議，「本行」不會提供投資顧問服務，亦不會就銷售任何「金融產品」承擔任何財務顧問謹慎責任或~~就銷售任何~~~~「金融產品」~~承擔任何責任。

4. 電話指示及電話理財密碼

4.01 「本行」可(但~~無責任~~~~非必須~~)接受有關買賣「證券」，或與~~本章則第4條條文適用有關~~「證券戶口」有關的其他事項之「電話指示」。~~在這種情況下，~~本第4條應適用。

4.03 在發出「電話指示」時，必須提供「電話密碼」、個人或獨有的識別碼或編號或~~及~~其他「本行」合理需要之資料或詳情，並須經「本行」規定之方式接納，方為有效。

4.04 「客戶」將以誠信、小心洽當及盡責地將「電話密碼」及個人或獨有的識別碼或編號保密。在任何時間及任何情況下，「客戶」將~~不能~~將~~「電話密碼」~~有關資料洩露予任何「人士」。「客戶」須完全負責因任何意外或未經授權而洩露「電話密碼」、個人或獨有的識別碼或編號予任何「人士」，並將承擔該等資料~~「電話密碼」~~被未授權「人士」使用或作未經許可用途之風險。「客戶」若發覺或懷疑「電話密碼」或個人或獨有的識別碼或編號被洩露予未獲授權「人士」或任何「電話指示」未經認可發出，應即時親身或利用「本行」不時提供之電話號碼或電郵地址通知「本行」~~引有「證券戶口」開立之行所(或可通知「本行」之其他地址)或致電「本行」不時指定之電話號碼~~(本行可要求「客戶」以書面証實任何資料詳情)，而「客戶」應儘快更改「電話密碼」或個人或獨有的識別碼或編號。

除上述外，「本行」正式接獲根據第4.04項條文之任何通知前，所有由任何「人士」利用「證券戶口」進行之一切提取、轉賬及／或交易，不論其是否已獲得「客戶」授權，均對「客戶」具有約束力。

4.05 「電話密碼」~~和~~個人或獨有的識別碼或編號一經「客戶」指定並通知「本行」後即告有效，直至由「本行」取消或經「本行」同意取消時止。「電話密碼」或個人或獨有的識別碼或編號若有任何更改均須先得到「本行」同意方才生效。

5. 客戶之戶口

5.02 (b) 在不影響第5.02(a)項條文之規限下，如屬「本行」就執行「指示」而落任何買賣盤或訂立任何「交易」，惟其後因資金不足而並無執行者，「本行」有權(但無責任)在任何時間自行酌情將其他買賣盤或訂立其他「交易」，以期抵銷~~掛~~已落之買賣盤或已訂立之「交易」。凡因此引致之任何損失須由「客戶」承擔，惟因此引致之任何收益歸「本行」所有。「本行」就此等損失及款額之書面證明對「客戶」具約束力及具決定性(任何明顯錯誤除外)。

6. 「通知書」及結單

6.02 「本行」將根據「客戶」之要求，為「客戶」提供任何指定之成交單據、收據、通知書或結單之副本，就此收取不時變動的手續費。

6.03 除任何「適用規例」另有需要或批准外，「本行」將按月向「客戶」發出結單，如果根據任何「適用規例」「本行」毋須發給結單，則「本行」~~將有權~~不~~會~~發出結單。

6.04 「客戶」同意審核「本行」所發出的每份「通知書」、買賣單據、戶口結單，(統稱「戶口結單」)並檢查有否錯漏、偏差、未經授權扣款或因任何原因而引致的未經授權交易或入賬，包括但不限於偽造、冒簽、詐騙、未經授權交易或「客戶」或其他人士的疏忽等(統稱「錯失」)。

「客戶」亦同意「戶口結單」是「本行」與「客戶」之間就其戶口結餘的確實證明，而「戶口結單」將對「客戶」具有約束力，並將視為「客戶」已同意放棄任何就~~弓~~戶口結單而向「本行」提出反對或追討賠償的權利。除非「客戶」在「本行」專人送遞或寄出「戶口結單」之後90天內，以書面將任何錯失通知「本行」。

7. 費用及支出

7.02 一切因提供「服務」(包括「本行」按本章則執行之任何權利)而合理地產生之合理律師費或其他支出~~一律師費或其他~~，概由「客戶」負責。

9. 滙率

「本行」有權決定以任何貨幣收取及／或支付與「證券戶口」及／或「交易」有關之任何款項。若因上述用途或「本行」按本章則所行使之權力及權利需要將某種貨幣兌換為另一種貨幣，有關之兌換率將根據「滙率」計算。

10. 暫停及終止「服務」及結束「證券戶口」

10.02 (b) 客戶違反或不遵守本章則項下的任何義務，而若「本行」合理認為構成客戶重大違約~~「客戶」嚴重違反或拒絕履行本章則之任何責任~~；

10.04 即使所有或任何「服務」遭暫停或終止，或「證券戶口」已結束，「客戶」仍受本章則約束只要涉及客戶尚未履行或解除~~直至「客戶」按本章則執行或履行其所負有~~之任何義務或責任。

10.05 儘管所有或任何「服務」遭暫停或終止，或「證券戶口」已結束及「客戶」要求提取[證券](~~無論是否在該等暫停、終止或關閉之後~~)，「本行」仍有權依據「客戶」之義務或責任，補救或完成在此之前「客戶」進行或「本行」代「客戶」進行之交易或結算「客戶」在本章則下之債務。此外，「本行」有權於暫停或終止「服務」或結束「證券戶口」時，自行酌情取消所有或任何未完成之「指示」。

10.06 不論以何種理由終止「服務」或結束「證券戶口」，「本行」將以掛號郵遞方式退還任何「證券」予「客戶」，有關郵遞風險及費用全部由「客戶」承擔。

11. 法律責任及賠償限制

11.01 「本行」並不因提供「服務」而成為「客戶」或任何「證券」之受託人，除非該等「證券」以「本行」代名人之名義或以單純保管財產之受託人之身份註冊，即屬例外。除本章則所列明~~有關「證券」之信託或其他~~責任外，「本行」對證券概不負其他~~信託~~責任。

11.02 「本行」毋須負責檢查或核實任何「證券」擁有權或所有權之有效力，若有關擁有權或所有權有任何缺點~~出現問題~~，「本行」概不負責。

11.05 除因「本行」職員或僱員之疏忽或過失外，~~對於以下情況對「客戶」或第三者造成或引起之結果~~(只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害(如有)之情形)，~~對於以下情況對「客戶」或第三者造成或引起之結果，~~「本行」概不負責：

(a) 「客戶」或任何其他「人士」(不論獲授權與否)使用「服務」；

(b) 於傳送「指示」或其他資料遇上任何干擾、中斷、延誤、損失、毀壞或其他故障或偏差；

(c) 傳送「指示」或資料之任何電訊公司、設備、器材或中介者，或「本行」或「本行」之代理人或任何第三者將有關「客戶」之「指示」或資料披露；

(d) 任何「適用規例」之實施或改變、市場受干擾或波動、或任何政府、交易所、結算所或市場實施程序、限制或暫停交易、或任何有關銀行、財務機構、經紀、交易所、結算所或政府出現破產、無力償債或清盤；

(e) 「本行」因市場情況以致不能辦理一項「指示」及以所述方式及時間辦理一項「指示」；

(f) 與「服務」有關之任何機械故障、電力中斷、操作故障、失靈、設備或裝置之不足；及／或

(g) 「本行」合理控制範圍以外的行為、不作為、情況、事件或意外而導致或因而引起的「服務」中斷、暫停、未有提供或延誤提供，包括但不限於不可抗力(包括但不限於水災及海嘯)、政府行為、火災、國內動亂、罷工、停工或其他勞資糾紛(不論涉及「本行」或他人的僱員)、戰爭、軍事行動、動盪、政治叛亂、暴動、公眾示威、惡意破壞、任何形式之恐怖活動(不論實際或威脅的)、疾病大流行或流行病或任何性質的疾病(包括但不限於《預防及控制疾病條例》(香港法例第599章)中定義的任何表列傳染病或與該表列傳染病具有類似或可比窒礙效果的其他傳染病)的廣泛爆發。

~~為免存疑，「本行」並無責任採取任何措施或與客戶作任何其他安排，以解決或避免上述本行合理控制範圍以外之任何事件所造成的影響／後果。~~

12. 修訂

除本章則另有規定外，(一)「本行」可隨時及不時修改本章則及／或增補新條文；(二)本章則之任何修訂及／或增補任何本章則下指定項目及其他資料，一經「本行」按監管要求發出通知即屬生效~~(如屬由「本行」決定之調整收費及費用，或涉及「客戶」之責任或義務者，需於最少30天前發出通知，至於其他變更，則由「本行」訂出認為合理之期間)~~即屬生效，該等通知可以展示、廣告或其他「本行」認為恰當之形式發出。如「客戶」於生效日期後仍維持[證券戶口]，即對「客戶」具有約束力。

13. 通訊

13.01 以專人送遞、郵遞、圖文傳真、專用電報、~~或~~電郵或手機短訊發出之通訊，如由專人送遞，在送遞或留放於在「本行」最後登記之地址後，即視為已送達「客戶」。如採用郵遞，寄出48小時後即視為已寄達本地「客戶」；外地「客戶」則於寄出七天後即視為已寄達。如採用圖文傳真、專用電報、~~或~~電郵或手機短訊，則於按在「本行」最後登記之圖文傳真或專用電報號碼或電郵地址或手機號碼發出當日即視為已傳達「客戶」。所有送交「客戶」或其授權代表之物件，連送途中之風險概由「客戶」承擔。

13.03 除非[本行]另有規定其他通知方式或通訊模式，否則「客戶」發給「本行」之一切通訊，須以書面送至開立[證券戶口]之行所，並於「本行」實際收到通訊時方視為已送達「本行」。

15. 約束效力

「本行」及「本行」之受讓人、「客戶」、「客戶」之合法代表及合法繼承人均受本章則約束並受其保障，即使「本行」與其他「人士」合併也如是。

16. 進一步保證

16.03 「客戶」承諾如擬將其地址更改為香港以外地區的地址，或擬在任何十二個月內，離開香港超過一百八十日或更長時間前，或「客戶」擬在任何十二個月內在香港以外地區居住累計超過一百八十日或更長時間前，預先以書面通知「本行」。

17. 共同及個別責任

如「客戶」超過一人，(i)每名「客戶」負有共同及個別之責任及義務，(ii)凡提及「客戶」，就文件內容所需，須詮釋為提及之任何及每名「客戶」，(iii)每名「客戶」須受本章則約束，即使任何其他本章則擬加以約束之「客戶」或人士並未受約束，(iv)「本行」有權就任何事項向任何「客戶」作安排，包括解除任何責任至任何程度，而不影響任何其他「客戶」之責任及(v)任何「客戶」去世後，「本行」須待仍在生之「客戶」提供「本行」信納之有關「客戶」之死亡證明及證明遺守法律之所有適用規定(包括但不限於有關支付或結清遺產稅)後，按仍在生之「客戶」之指示持有資產。然而，以上不會限制或削弱「本行」因任何留置權、抵押權、押記權、押記、質典、抵銷、反訴或任何其他方式所產生的任何權利。仍在生之「客戶」應就任何責任(包括因「本行」遵守仍在生之「客戶」或最後一位仍在生之「客戶」的個人代表的任何訂單、指示和授權而可能向「本行」提出的任何索賠)向「本行」、其高級職員和僱員進行賠償和補償；(vi)如產品／交易合適性評估適用，對於任何一方簽署簽字安排的「證券戶口」，「本行」將會根據發出有關「指示」的「客戶」的資料進行合適性評估；對於多於一方簽署簽字安排的「證券戶口」，「本行」將根據發出有關「指示」的「客戶」於本行風險評估問卷記錄中風險接受程度最低的「客戶」的資料進行合適性評估，如所有發出有關「指示」的「客戶」的風險接受程度相同，「本行」將根據於「本行」風險評估問卷記錄中具有最短安心投資年期的「客戶」的資料進行合適性評估。

18. 可分割性

本章則每項條文均可分割及獨立詮釋，該(等)條文在任何方面按任何法律管轄之法規定為或變成非法，無效或不能強制執行，餘下條文之合法、效力或可執行性均不受任何影響。

~~「本行」按照本章則採取任何行動或不採取任何行動，均不影響其在本章則之權力、權利及補償，或任何進一步行使或以其他方式行使該等權力、權利或補償。~~

23. 其他

23.03 「客戶」承認及同意：

(a) 如「客戶」並非個人或有限公司，「客戶」之「證券」須以代理人(不論由「本行」或「客戶」委任)之名義登記，或以對在~~香港~~證券交易所上市之一間公司其於香港的股東登記名冊上之任何人士之適用規例指定的~~或~~其他方式登記；

25. ~~恒生每月投資計劃條款及條件~~

[第25條整個條款已被刪除。]

2526. 作為中介人處理集體投資計劃之認購、轉換及贖回申請章則

25.0126.01 本第2526條條文只適用於「本行」酌情同意向「客戶」提供與下述第25.0326.03項條文所指之「集體投資計劃」有關之「服務」。

25.0226.02 在本第2526條條文內，除文義需要不同釋義，否則：

"集體投資計劃"指「本行」預備不時根據本第2526條條文進行交易之任何集體投資計劃；

"買賣程序"指「本行」與有關「集體投資計劃」之「基金經理」協議以管理有關權益之認購、轉換、贖回及其他附帶事項；

"基金經理"指「集體投資計劃」之經理人。

25.0326.03 「本行」將根據「指示」而提供以下有關認購、轉換及贖回「集體投資計劃」權益之服務：

(a) 將「客戶」所簽署之有關申請表格、認購款項及其他所需資料及文件轉遞予有關「基金經理」或其授權代表：~~及~~

(b) 根據「電話指示」或其他「指示」代表「客戶」填寫及簽署申請表格及其他必需文件；並將上述表格及文件連同其他所需資料及文件，轉遞予有關「基金經理」或其授權代表；及根據該電話指示或其他指示從「客戶」在「本行」開立之任何一個或多個任何幣值之戶口直接支取需要付給「基金經理」之款項；及

(c) 向「客戶」提供其他附帶服務。

25.1026.10 「本行」有權向任何機構、政府部門、法定或公眾機關披露任何由「本行」或經「本行」按本第26條條文敘做之任何「交易」詳情。

25.1126.11 「客戶」同意及確認「本行」有權應任何「基金經理」要求將「客戶」之個人資料(包括但不限於「客戶」之姓名、身份證明文件號碼、地址及簽署式樣)披露予有關「基金經理」，使其(i)能遵守任何「適用規例」之規定，向可對其行使權力或其所受規管之任何監管機關、政府機構或交易所提供有關的個人資料；及(ii)可於按本第2526條條文所提供之「服務」因任何原因而終止後仍可繼續為「客戶」提供服務。除因「本行」或「本行」職員或僱員之疏忽或故意失責而引致之損失或損害~~招銷~~外，「本行」不會對「客戶」就上述之披露負上任何債務或責任，且其責任亦限於直接及純粹由此而引致之直接及可合理預見之損失及損害(如有)。

25.1126.12 「客戶」保證並聲明~~一(a)~~其本人完全知悉投資「集體投資計劃」的性質、條款以及所涉及之風險，並在發出任何「指示」前完全知悉有關「集體投資計劃」之說明文件、年報及賬目之最新版本內容~~；及(b)本第25.03項條文適用於本部份及可視為合併於此條文(連同必須要之更改)~~。