

Currency-Linked Capital Protected Investment
Deposit Agreement
外匯掛鈎保本投資存款合約



To : Hang Seng Bank Limited ("Bank")
致 : 恒生銀行有限公司(貴行)

Date: _____
日期: _____

I/We refer to my/our _____ Account with the Bank (Account No. _____) (the "Account") and by this Agreement hereby agree to the following additional terms and conditions governing the Account:
就本人(等)在貴行開設之 _____ 戶口 (戶口號碼: _____) (「戶口」), 本人 (等) 根據本合約同意「戶口」將受下列增補之條文規限:

1. I/We may from time to time place deposit(s) (each a "Deposit") with the Bank to be subject to this Agreement, the Currency-Linked Capital Protected Investment Deposit Terms and Conditions of the Bank ("Product Terms and Conditions"), and the Terms and Conditions of the Account, all as amended and supplemented from time to time. The latest Product Terms and Conditions as at the date hereof are attached to this Agreement as an Appendix.
本人(等)可不時於貴行存放存款(每一均為「存款」), 該等「存款」受本合約, 貴行訂定之外匯掛鈎保本投資存款章程(「產品章程」), 及「戶口」之章程(上述之合約及章程包括所有不時修訂及增補之條文)所規限。
2. I/We confirm that I/we have received and have read, understood and accepted the Product Terms and Conditions, the Important Facts Statement of the Deposit, and in particular any risk disclosure statements set out therein.
本人(等)確認已收到並已閱讀、明瞭及接納「產品章程」, 及貴行就「存款」訂定之重要資料概要, 尤其包括有關之風險披露聲明。
3. This Agreement and the Product Terms and Conditions form an integral part of the Terms and Conditions of the Account. Unless the context otherwise requires, terms defined in the Terms and Conditions of the Account shall have the same meanings when used in this Agreement or the Product Terms and Conditions, and terms used in the Product Terms and Conditions shall have the same meaning when used in this Agreement.
本合約及「產品章程」均屬「戶口」章程之整體部份。除文義需要有不同釋義外, 本合約及「產品章程」所用詞語之涵義與「戶口」章程所界定者相同, 及本合約所用詞語之涵義與「產品章程」所界定者相同。
4. To the extent of any inconsistency between the Terms and Conditions of the Account, the terms and conditions of this Agreement and the Product Terms and Conditions, this Agreement and the Product Terms and Conditions shall prevail in respect of the Deposit. To the extent of any inconsistency between this Agreement and the Product Terms and Conditions, the Product Terms and Conditions shall prevail for the purposes of the Deposit.
如「戶口」之章程與本合約之條文及任何「產品章程」在文義上有歧異, 則就「存款」而言, 概以本合約及「產品章程」為準。如本合約與任何「產品章程」在文義上有歧異, 則就「存款」而言, 概以「產品章程」為準。
5. I/We agree for the Bank to provide or transact with me/us such foreign exchange trading contracts and hereby authorise the Bank to call and/or communicate with me/us by any means for the purpose of, or otherwise in connection with, such foreign exchange trading contracts.
本人(等)同意貴行為本人(等)提供或與本人(等)訂立此等外匯買賣合約, 並授權貴行就此等外匯買賣合約以任何方式造訪及/或聯絡本人(等)。
6. I am/We are aware that earnings on the Deposit are limited to the Return (if any) payable. I/We understand that the risks to be assumed include (i) there is an inherent risk that no Return shall be payable to me/us if market conditions operate against the view taken by me/us; (ii) the Deposit cannot be terminated by me/us prior to the Maturity Date without the Bank's prior consent. If the Bank in its sole discretion decides to allow me/us to early withdraw the Deposit, the Bank shall be entitled to attach such terms and conditions as the Bank may deem appropriate for its approval of such early withdrawal request. In this case, I/we may not gain any Return and have to bear all costs involved and losses suffered by the Bank. Therefore, the amount payable to me/us may be less than the principal initially placed by me/us for the Deposit; (iii) I/we will also be liable for any taxes (if any) that may be incurred from placing the Deposit. I am/We are also aware that the Important Facts Statement contains fuller risk disclosure statements relating to the Deposit and that the risks disclosed may not be exhaustive, thus I/we should consider my/our own circumstances before making any decision and should seek professional advice before placing the Deposit if necessary.
本人(等)明白是項「存款」之收益只限於其回報(如有)。同時本人(等)亦明白所需承擔之風險包括: (i)如市況與本人(等)之觀點不同, 本人(等)須承受可能不獲付給任何回報之風險; (ii)未經貴行事先同意, 本人(等)不得於到期日前提取此「存款」。如貴行酌情決定准許本人(等)提前提取「存款」, 貴行有權就批准該項提前提取要求而附加該等貴行認為恰當之條款。在此情況下, 本人(等)或將不會獲得任何回報, 另本人(等)亦須承擔所涉及之一切費用及貴行因此而蒙受之虧損, 因此本人(等)可取回的金額可能會少於本人(等)起初就是項「存款」所存放之本金; (iii)本人(等)亦須承受由存放是項「存款」所產生的任何稅項(如有)。本人(等)明白是項「存款」之重要資料概要載有有關是項「存款」之更詳盡風險披露聲明, 但本人(等)應注意所披露之風險未必已為全部, 因此本人(等)在作出任何決定前應先考慮本身之情況。本人(等)應就其本身需要於存放是項「存款」前諮詢專業意見。

7. Notwithstanding any information and explanation given in respect of the Deposit, this Agreement and the Product Terms and Conditions, I am/we are not relying on any communication (written or oral) of the Bank as investment advice, as recommendation to place any Deposit, or otherwise as any assurance of the earnings on the Deposit. I/We shall consider the suitability of my/our placing of the Deposit in the light of the risks involved and shall review the termsheet (if any) relating to each particular Deposit I/we may place. The Bank is not acting as a fiduciary for or an adviser to me/us in respect of the Deposit.

本人(等)並無倚賴貴行之任何通訊(不論書面或口頭,包括就任何「存款」,本合約及「產品章程」所給予之任何資料及說明)作為投資意見,作為存放「存款」之建議,或作為對「存款」收益之任何保證。本人(等)已就涉及之風險考慮本人(等)是否適合存放「存款」及本人(等)會參閱每一本人(等)或會存放之「存款」之條款表(如有)。貴行並無就「存款」擔任本人(等)之受信人或顧問。

8. The confirmations and acknowledgements in paragraph 7 above shall be deemed to be repeated by me/us on each date any transactions in relation to the Deposit is entered into by me/us with the Bank pursuant to the terms and conditions herein and the applicable Product Terms and Conditions.

就上述第 7. 段之各點,本人(等)在每次根據本合約及適用之「產品章程」與貴行進行「投資存款」之交易時均作為已重複確認。

9. The rights, powers, remedies and privileges of the Bank under this Agreement, the Product Terms and Conditions and the Terms and Conditions of the Account (all as amended and supplemented from time to time) shall be cumulative and not exhaustive.

貴行根據本合約,「產品章程」及「戶口」之章程(上述之合約及章程包括所有不時修訂及增補之條文)所享有之權利、權力、補償及利益仍為累積附加者而並非完全。

10. I/We acknowledge that I/we have received and understand the disclosure statement listed below that the Deposit is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.

本人(等)確認本人(等)已收悉及明白下述聲明內有關「存款」並非受保障存款,及不會受香港存款保障計劃的保障。

Deposit Protection Scheme Disclosure Statement

The Deposit is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong. Please acknowledge receipt and your understanding of the foregoing disclosure statement by signing below.

存款保障計劃聲明

「存款」並非受保障存款,及不會受香港存款保障計劃的保障。請在下面簽署表示你已收悉及明白上述聲明。

(The English version shall prevail whenever there is a discrepancy between the English and Chinese versions)

(英文文本與中文譯本文義如有歧異,概以英文文本為準)

S.V.

S.V.

(Signature(s) of All Account Holders)

客戶簽署(所有戶口持有人)

Account No. 賬戶號碼:

Name 姓名:

Date 日期:

銀行專用 For Bank Use	
Branch	ASV/GZC/SPC
Code: <input type="checkbox"/> Single A/C <input type="checkbox"/> Joint A/C	Input through J002 screen onto Remark Line <input type="checkbox"/> Add Remarks: CPI (Single A/C) <input type="checkbox"/> Add Remarks: CPIJ (Joint A/C)
Send to ASV M Section	