

To: Nanyang Commercial Bank, Limited (the "Bank")



STRUCTURED INVESTMENTS & CURRENCY LINKED INVESTMENTS AGREEMENT

THIS IS AN IMPORTANT DOCUMENT. ONCE YOU HAVE SUBMITTED ANY STRUCTURED CURRENCY INVESTMENT(S) APPLICATION (WHETHER VIA ONLINE OR OFFLINE MEANS), INCLUDING BUT NOT LIMITED TO THE CURRENCY LINKED INVESTMENTS – DUAL CURRENCY INVESTMENT APPLICATION FORM AND THE STRUCTURED INVESTMENTS APPLICATION FORM, YOU SHALL BE BOUND BY THE TERMS AND CONDITIONS UNDER THIS DOCUMENT.

Important, please read: This Agreement will govern the services provided or to be provided to the Customer as contemplated in this Agreement. All transactions to be entered into pursuant to this Agreement are structured currency investment(s) only. The Customer is advised to seek independent legal advice before submitting any structured currency investment(s) application (whether via online or offline means), including but not limited to the Currency Linked Investments – Dual Currency Investment Application Form and the Structured Investments Application Form (the "Application"). By submitting the Application, the Customer acknowledges that he/she/it fully understands the terms and conditions and the legal implications of this Agreement.

The Customer's attention is drawn to Clause 12 of the section of General Terms and Conditions for Investments of the Agreement entitling the Bank to set-off the Customer's obligations against those of the Bank.

It is obligatory for the Customer to supply the Bank with all such information as required by this Agreement. Failure to do so may result in the Bank being unable to provide or continue service(s) to the Customer under this Agreement. For details of the purposes for which such information may be used and how the Customer may have access to it, please refer to the Bank's "Personal Data (Privacy) Ordinance Notification" provided to the Customer.

The purpose of this agreement ("Agreement") is to set out and govern the terms and conditions for structured currency investment(s) (each a "Investment" and together, the "Investments") which may from time to time be placed by the Customer with the Bank.

Risk Disclosure Statements

Under the Investments, the amount of interest payable or the amount of principal repayable or the total return (or any combination) may be calculated in whole or in part by reference to changes in some specified rate, price or index, or the Customer's right to principal or interest (or both) may be satisfied by payment in a different currency. In this Agreement, the relevant rate, price or index to which the Investment is linked is referred to as the "Reference Value".

The following are the standard risk disclosure statements of the Bank covering various types of Investments. Some of these statements may not be applicable to the particular Investment placed by the Customer. However, the Customer is still advised to read and fully understand all the relevant risk disclosure statements herein and to obtain independent legal advice, if necessary.

1. When placing an Investment with the Bank, you are relying on the Bank's creditworthiness. There is no assurance that the Bank will not default on its payment obligations under the Investments. In the worst case scenario (e.g. upon the Bank's insolvency), the Customer may suffer a total loss of the principal amount of the Investment.
2. The Investments carry risks not normally associated with ordinary bank deposits and are generally not a suitable substitute for ordinary savings or time deposits.
3. The Investments are structured products involving derivatives. The investment decision is yours but you should not invest in an Investment unless the intermediary who sells it to you has explained to you that the Investment is suitable for you having regard to your financial situation, investment experience and investment objectives.
4. The Investments are speculative and are not appropriate if the Customer is not willing or able to accept the risk of adverse movements in the Reference Value. The Customer should firstly, study and understand the details of the Investment before he/she places an order and secondly, consider whether the Investment is suitable in light of his/her financial position and investment objectives. Any order placed by the Customer will be at his/her own risk. In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor act in a fiduciary capacity to the Customer. The Customer should seek his/her own professional advice, as the Customer consider appropriate. The Bank is not obliged to monitor the performance of the Customer's investments held with the Bank nor provide any investment advice to the Customer on an on-going basis.
5. Reference Values are affected by a wide range of factors, including (but not limited to) national and international financial and economic conditions and political and natural events.
6. The return on an Investment will be dependent to at least some extent on movements in the Reference Value, which can go down as well as up. Before deciding to place an Investment, the Customer should make sure that he/she is familiar with the relevant Reference Value and that he/she understands the effect that movements in that Reference Value will have on the return on the Investment.
7. Past performance of Reference Value is not necessarily a guide to its future performance.

8. Where an Investment is described as “principal protected”, only the interest or yield on the Investment may be affected by movements in the relevant Reference Value and that the principal amount invested will be repayable in full at the end of the investment period. Subject to the next sentence, the total return on a principal protected Investment cannot be negative (when measured in terms of the currency of the original investment), but may be zero or significantly less than the return which might be obtained on a normal time deposit in the event of an adverse movement in the relevant Reference Value. Where a principal protected Investment is repaid prior to its scheduled maturity date, the adjustment made by reason of early repayment may result in a negative return.
9. Where an Investment is not principal protected, it is described as “principal-at-risk”. This means that the principal amount of the Investment itself will be subject to variation by reference to the relevant Reference Value (or, in the case of some Investments, may be repaid in a different currency). The total return on a principal-at risk investment may be negative, and, depending on the particular terms of an Investment, the combined value of the principal repayable on maturity and interest may be completely lost or may be significantly less than the amount invested.
10. Investments cannot generally be cancelled or withdrawn prior to the agreed maturity date without the consent of the Bank unless the terms of an Investment expressly provide for it. If the Bank does consent to an early withdrawal, it will be a condition of such consent that the amount of any costs, losses or damages suffered by the Bank by reason of early withdrawal is deducted from the Investment. Such costs, losses and damages may include the cost of unwinding a hedging position taken by the Bank to cover the Investment, and may result in a lower rate of return than might be expected, or even a negative rate of return.
11. The Bank does not provide tax advice and therefore responsibility for any tax implications of investing in Investments rests entirely with the Customer.
12. This document does not purport to identify or disclose all of the risks (direct or indirect) which may be associated with the Investments.
13. Term sheet provided (if any) is for discussion purpose only. The information presented has been developed internally and/or obtained from sources which the Bank believes to be reliable. However, to the maximum extent permitted by law and not inconsistent with the obligations of the Bank under applicable laws and regulatory requirements in respect of its provision of services in Investments, the Bank makes no representation as to the accuracy, adequacy or completeness of such information and undertakes no obligations to update or otherwise advise any recipient of the information as to future changes to such information. Term sheet provided is not meant to be, nor shall it be construed as, an offer or commitment by the Bank or any of its affiliates to enter into a transaction. It does not attempt to describe all terms and conditions of any transaction. It is intended to outline certain basic points of business understanding around which a transaction could be structured. You should refer to the examples set out in the brochures issued by the Bank for more details concerning calculation of the return on any intended Investment.
14. The Customer should not place any Investments unless the Customer understands (i) the nature of the Investments and the underlying market of the Reference Value; (ii) the legal terms and conditions contained in the documentation of Investments; (iii) the economic risk of the Investments; (iv) the tax implications of the Investments; and (v) the regulatory treatment of the Investments.
15. The Customer acknowledges that the Investments being placed with the Bank under this Agreement are not "protected deposits" within the meaning of the Deposit Protection Scheme Ordinance (Cap 581, Laws of Hong Kong) and hence are not protected by the Deposit Protection Scheme in Hong Kong.

To: **Nanyang Commercial Bank, Limited**

General Terms and Conditions for Investments

In consideration of Nanyang Commercial Bank, Limited (the “**Bank**”, which includes all the branches and offices of Nanyang Commercial Bank, Limited wherever situated and its successors and assigns) agreeing at the request of the person(s) submitting the Application as Customer to provide services to the Customer in connection with structured currency investments (the “**Investments**”), the Customer hereby on the date specified on the execution or submission page of the Application undertakes and agrees to be bound by the following terms and conditions.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“**Account Opening Form**” means the application form for opening a Structured Investment Account with the Bank;
“**Agreement**” means this Structured Investments & Currency Linked Investments Agreement (including each Schedule hereto), and includes, where the context permits, any Applicable Agreement;

“**Applicable Agreement**” means any other agreement, document or terms of business (including without limitation, any of the schedules, the Investment Profile Questionnaire), as may be agreed between, or binding on the Customer and the Bank, from time to time.

“**Business Day**” means a day (other than a Saturday or a Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong and, in the case of payment by the Bank under this Agreement, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center for the relevant currency in which payment is to be made;

“**Calculation Period**” means any period of time for which interest is calculated;

“**Maturity Date**” means the date(s) specified as such in the Confirmation;

“**Principal Amount and interest amount**” means the amount specified in the relevant Confirmation;

“**Confirmation**” means the certificate or document issued by the Bank setting out the details and particulars of an Investment;

“**Customer**” means the person or persons making the Investment, whose particulars are set out in Account Opening Form, and extends to the Customer’s successors and assigns. Where the Customer comprises two or more persons (persons to include individuals, associations, companies and the partners of a named partnership) (i) any reference to the Customer shall be deemed to refer to each such person individually, (ii) any act or omission of one shall be deemed the act or omission of them all, (iii) they shall be jointly and severally liable to the Bank for the obligations of the Customer under this Agreement, (iv) any communication required to be made to the Customer may be sent to the address last known to the Bank of any one or more of such persons, and (v) any notice to be served on the Customer under this Agreement shall be validly served if served on any one of them. Where the Customer comprises a partnership, the expression shall include the person or persons from time to time carrying on the business of that partnership;

“**Day Count Fraction**” is the method for calculating interest or unamortised amounts payable by the Bank in certain circumstances for any period of time and will be calculated by reference to:

- (i) if “Actual/365” is specified in the Confirmation, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the Confirmation, the actual number of days in the Calculation Period divided by 365;
- (iii) if “Actual/360” is specified in the Confirmation, the actual number of days in the Calculation Period divided by 360;
- (iv) if “30/360” is specified in the Confirmation, the number of days in the Calculation Period divided by 360 (the number of

- days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day will not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February will not be considered to be lengthened to a 30-day month)); and
- (v) if “30E/360” is specified in the Confirmation, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February will not be considered to be lengthened to a 30-day month);

“**Investment Currency**” means the currency specified in the relevant Confirmation;

“**Investment Period**” means the period for the Investment agreed between the Customer and the Bank commencing on, and including, the Start Date and ending on, but excluding, the Maturity Date;

“**Hong Kong**” means the Hong Kong Special Administrative Region of The People’s Republic of China;

“**Interest Amount**” means the amount of interest determined by the Bank to be payable on the Investment in respect of an Interest Period;
“**Interest Payment Date**” means the date(s) specified in the relevant Confirmation;

“**Interest Period**” means the period from and including the Start Date to but excluding the first Interest Payment Date, and each subsequent period from and including an Interest Payment Date to but excluding the next Interest Payment Date;

“**Maturity Date**” means the date agreed between the Customer and the Bank to be the maturity date for the Investment;

“**Maximum Investment Amount**” means such amount as determined by the Bank from time to time to be the maximum amount for an Investment to be made under this Agreement;

“**Minimum Investment Amount**” means such amount as determined by the Bank from time to time to be the minimum amount for an Investment to be made under this Agreement;

“**Order**” means an order placed by the Customer with the Bank for the purpose of placing an Investment and recorded in an Order Placement Form or given orally over the telephone and recorded in the Bank’s telephone recording system or via other means as specified and agreed by the Bank;

“**Order Date**” means the day on which an Order was placed by the Customer and accepted by the Bank.

“**Order Placement Form**” means the form prescribed and specified by the Bank from time to time for the purpose of placing an Investment and submitted by the Customer to the Bank;

“**Principal Amount**” means the principal amount of the Investment which must not be less than the Minimum Investment Amount or more than the Maximum Investment Amount;

“**Repayment Amount**” means the amount to be repaid to the Customer on the Maturity Date, as determined in accordance with the terms applicable to the relevant Investment;

“**Settlement Account**” means the account of the Customer maintained at the Bank specified in Account Opening Form or as subsequently notified by the Customer to the Bank on or before the Order Date from which the Principal Amount will be debited on the Order Date and into which the Repayment Amount will be paid on the Maturity Date; and

“**Start Date**” means a date agreed between the Bank and the Customer

- being the first Business Day on which the Investment shall commence.
- 1.2 In this Agreement:
- (a) a Clause or Schedule is a reference to a clause or schedule to this Agreement;
 - (b) references to time of the day are to Hong Kong time;
 - (c) unless the context otherwise requires, words importing the singular include the plural and vice versa and the neuter gender includes the other genders;
 - (d) a document is a reference to that document as amended or supplemented from time to time; and
 - (e) the headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

2. Applicable Terms

- 2.1 It is agreed that the following terms and conditions shall apply to each Investment (in that order of prevalence):
- (a) the terms and conditions set out in the Confirmation for the relevant Investment;
 - (b) the terms and conditions for Investments, which are set out herein under the section of General Terms and Conditions for Investments;
 - (c) if the Confirmation specifies the Investment(s) to be a Currency Linked Investment and/or a FX Linked Investment (each a “**Currency/FX Linked Investment**” and together, the “**Currency/FX Linked Investments**”), the terms and conditions for the Currency/FX Linked Investments, which are attached hereto as Schedule 1.
- 2.2 The terms of each Confirmation shall be read with this Agreement and shall be deemed to form a single agreement between the Bank and the Customer.
- 2.3 The Investments will be subject to the relevant account terms and conditions, the practice prescribed by the Bank from time to time governing the conduct of investment-taking and currency trading and any other general terms and conditions governing investments and accounts with the Bank applicable to the Customer (set out in the mandate in respect of those investment sand accounts or otherwise promulgated by the Bank) as may from time to time be in force and in the event of any inconsistency between this Agreement and those terms and conditions, this Agreement shall prevail.

3. Placing Order and Confirmation

- 3.1 To place an Investment,
- (a) an Order Placement Form shall be completed and delivered to the Bank, either in person or (subject to the Bank’s discretion) by facsimile transmission at designated facsimile numbers, or
 - (b) (subject to the Bank’s discretion) the terms of an Order shall be quoted over the telephone at designated telephone numbers to the Bank.
- The Order constituted thereby shall be irrevocable and binding on the Customer, and the Bank shall be entitled to act upon such Order, whether placed in writing or orally over the telephone. Such Investment will not be subject to receipt of any written confirmation and if the Customer fails to place an Investment following agreement on the terms, the Customer will be liable for the Bank’s costs and losses, including the cost of unwinding any hedging positions taken by the Bank to cover the Investment.
- 3.2 The Customer shall open a Structured Investment Account with the Bank by completing and returning to the Bank an account opening form and such other documents as may be required by the Bank. The Investments shall be placed into such Structured Investment Account.
- 3.3 Unless otherwise agreed by the Bank in writing, an Order shall remain valid only on the day when it is actually received by the Bank.
- 3.4 The Customer acknowledges that the Bank has the sole and absolute discretion whether to accept any Order or the terms specified in an Order. The Customer further acknowledges and agrees that once an Order has been accepted by the Bank, the terms of the Order as accepted by the Bank shall be binding on the Customer absolutely.
- 3.5 If an Order cannot be executed and expires, the Bank has no obligation or liability whatsoever and howsoever arising out of or in respect of the said Order unless such liability is directly caused by the negligence or wilful misconduct of the Bank. The Bank will notify the Customer of the non-acceptance of the Order as soon as practicable.
- 3.6 A Confirmation setting out details of a particular Investment as accepted by the Bank will be sent to the Customer by the end of the Business Day immediately following the Order Date or as soon as practicable, subject to any applicable laws and

regulations. However, the Confirmation shall not constitute any evidence of title to the Principal Amount and shall not be negotiable or transferable. If the Customer does not receive a Confirmation for any Investment within three Business Days of the Order Date, it should immediately notify the Bank in writing and request a copy of the same.

- 3.7 The Confirmation issued by the Bank shall be binding on the Bank and the Customer absolutely and be regarded as conclusive, save for manifest errors. The Customer agrees that it has a duty to examine all Confirmations supplied by the Bank in respect of any Investment to see if there are any errors or discrepancies. The Customer also agrees that, unless it notifies the Bank in writing of any of the errors or discrepancies within 30 Business Days from the date of the relevant Confirmation, the Confirmation shall, as between the Bank and the Customer, be regarded as conclusive and the Customer shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of any errors or discrepancies, except that the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.
- 3.8 The Customer acknowledges and agrees that, subject to any applicable laws and regulations, the Bank will not be issuing regular statements of account to the Customer in respect of the Investments.
- 3.9 The Investments to be made pursuant to this Agreement shall not be accepted by the Bank unless the Bank has received, in form and substance satisfactory to it in all respects, the documents or information required by it from time to time.
- 3.10 After an Order has been placed in relation to an Investment, the Customer may not cancel the placement of that Investment. The Bank reserves the right not to accept any Order placed by the Customer in relation to an Investment without giving any notice to the Customer.

4. The Investment

- 4.1 The Customer agrees to place Investments with the Bank in the Investment Currency and at the Principal Amount for the Investment Period as set out in the Confirmation.
- 4.2 Funds in respect of the Investment must be received on or before any Order being accepted by the Bank. Where the Customer places an Investment by cheque, the funds will only be treated as having been received when the relevant cheque has been cleared. Interest will be paid on the amount of the Investment for the period from the time the funds for the Investment have been received by the Bank to the Start Date at the interest rate applicable to the account from which such funds were deducted. Once funds have been received for the purposes of making the Investment, they may not be withdrawn prior to the Maturity Date except in accordance with Clause 5 below.
- 4.3 The Bank reserves the right, at its sole discretion, on or before the Start Date not to accept any funds received (or to accept only part of such funds) as the Investment in respect of the Investment Period. In such event, the Bank will notify the Customer as soon as practicable and any funds received but not accepted as the Investment will be paid to such account as notified by the Customer or, if the Bank has not been notified of such account or such account notified by the Customer has ceased to be operative, to any account for the Customer as the Bank shall at its absolute discretion determine.
- 4.4 An Investment will not in any circumstances be renewed upon maturity. A separate Order has to be placed and terms of the relevant Investment have to be agreed between the Bank and the Customer for any subsequent Investment to be placed.
- 4.5 If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to its financial situation, investment experience and investment objectives. No other provision herein 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 4.5. For the purposes of this clause 4.5, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. For the purpose of this clause 4.5, regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

5. Early Withdrawal

- 5.1 No Investment may be withdrawn before the Maturity Date unless the Bank consents in writing, whose consent may be granted or withheld in the Bank’s sole and absolute discretion and on such terms and conditions as the Bank may then determine. Such conditions may have the effect of reducing the

expected return or reducing the amount of principal repayable, even in the case of a principal protected Investment.

- 5.2 The Customer acknowledges that the Bank and its affiliates may enter into one or more hedging transactions or other arrangements relating to an Investment. If the Bank allows an Investment to be withdrawn prior to the Maturity Date, the Bank shall be entitled to deduct any costs, losses and damages which are incurred by the Bank and its affiliates by reason of early withdrawal (including without limitation those costs, losses and damages incurred in discharging any such related hedge or other arrangement from the Principal Amount or other amounts (if any) in relation to the Investment which would otherwise be payable to the Customer). In the event that such Principal Amount or other amounts (if any) are insufficient to indemnify or reimburse the Bank in respect of such costs, losses and damages, the Bank shall be entitled to claim from the Customer the amount of the remaining costs, losses and damages and to exercise its rights of set-off under this Agreement or otherwise in respect of any other sums due from the Bank or its affiliates to the Customer in respect of the Investment or otherwise.
- 5.3 Any payments of Principal Amount or other amounts (if any) to the Customer by the Bank upon the withdrawal of the Investment prior to the Maturity Date will be determined solely by the Bank, and payment by the Bank will be conditional upon the Bank's ability to successfully discharge any related hedge or arrangement.
- 5.4 No partial early withdrawal will be permitted at any time.
- 5.5 If by reason of death, bankruptcy or any other reason, the repayment of an Investment prior to its scheduled Maturity Date is legally enforceable, and such repayment is demanded, the amount repayable shall be reduced by an amount equal to all costs, losses and damages suffered by the Bank as a result of such early repayment as determined by the Bank in good faith.
- 5.6 If the Bank determines at any time that, by reason of any event or circumstance it is, or may be, impossible to make a reliable determination of a Reference Value in respect of any Investment, the Bank may, by notice to the Customer, terminate the relevant Investment, and the Bank will pay the Customer, in full satisfaction of all amounts payable in respect of the Investment, such amount as the Bank shall determine to be fair and reasonable in all the circumstances.
- 6. Interest**
- 6.1 Unless otherwise specified in the Confirmation, interest shall accrue on the Principal Amount in the Investment Currency at the interest rate during each Interest Period of the Investment Period and shall be calculated on the basis of the actual number of days elapsed in the Interest Period by reference to the applicable Day Count Fraction specified in the Confirmation.
- 6.2 Interest accrued in respect of each Interest Period is payable in arrear on the corresponding Interest Payment Date or as otherwise specified in the Confirmation.
- 6.3 In the case of an Investment for which the Confirmation specifies an interest rate and Interest Amount, such interest rate applies only to the period from the Start Date to the date specified in the Confirmation as the Maturity Date and the Interest Amount is for that period only.
- 7. Payment to Customer on Maturity Date**
- On the Maturity Date, the Repayment Amount will be paid to the Settlement Account or, if the Settlement Account has ceased to be operative, to any account for the Customer as the Bank shall at its absolute discretion determine. The Bank shall not be responsible for any loss or damage suffered by the Customer for any delay in effecting the said payment if the Customer notifies the Bank of any change of the Settlement Account after the time period prescribed by the Bank for such purpose.
- 8. Determinations**
- 8.1 Where a rate, price, index level, yield or amount 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 good faith and in accordance with generally accepted practices in the relevant market. Each such determination shall be conclusive and binding in the absence of manifest error. Where the Bank exercises discretion in making any other determination in relation to an Investment, it shall exercise such discretion in good faith and in a commercially reasonable manner.
- 8.2 The Bank will deliver to the Customer, promptly after the date on which any rate, price, index level, yield or amount is

determined for the purposes of an Investment, a written confirmation of the rate, price, index level, yield or amount so determined. Any failure or delay to deliver such a confirmation shall not prejudice the validity of any such determination.

- 9. Fees**
- Subject to giving 30 days prior notice to the Customer, the Bank is entitled to add, impose and/or vary any service fees, facility fees and/or other fees or charge from time to time as the Bank at its absolute discretion thinks fit.
- 10. Indemnification and Limitation on Liabilities**
- 10.1 The Customer undertakes to indemnify (on a full indemnity basis) and hold harmless the Bank against any losses, liabilities or costs which the Bank may reasonably incur and against any claims, actions or demands which may be asserted against the Bank arising out of any misrepresentation in or breach of, or failure to perform, the representations, warranties and agreements by the Customer contained in this Agreement. This indemnity will be in addition to any liability which the Customer may otherwise have.
- 10.2 In consideration of the Bank relying on instructions (including placement of an Order) given by the Customer by way of facsimile or over the telephone (where applicable), the Customer undertakes to indemnify the Bank against all losses, claims, actions, proceedings, demands, damages, costs and expenses reasonably incurred or sustained of whatever nature as a result of the Bank acting in accordance with the instructions given by the Customer by way of facsimile or over the telephone, provided that the Bank has acted in good faith and has not been negligent or engaged in wilful misconduct.
- 10.3 The Bank shall not be responsible for liability, loss or damage which may be caused by the Bank acting in accordance with applicable laws, regulations and rules (including, without limitation, rules and regulations of the various payment systems), or with the terms of the Bank's agreements with other banks or financial institutions regarding the transaction of business with those banks or institutions notwithstanding that the Customer may have given instructions to the contrary unless such liability is directly caused by the negligence or wilful misconduct of the Bank.
- 10.4 To the maximum extent permitted by law and not inconsistent with the obligations of the Bank under any applicable laws and regulatory requirements in respect of its provision of services in Investments, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank under this Agreement unless directly caused by the Bank's negligence or wilful misconduct. Further, the Bank shall not be liable for any losses caused by the Bank acting on instructions (including Orders) given orally over the telephone or transmitted by facsimile whereupon the signature of the Customer has been forged, provided that the Bank has acted in good faith and has not been negligent in believing that the person concerned was the Customer or that the signature was genuine.
- 11. Representations, Warranties and Undertakings**
- 11.1 The Customer represents and warrants that:
- it fully understands and accepts the risks and returns associated with the Investments;
 - it has made its own judgment and decision to enter into any dealings in the Investments and it fully understands the risks and consequences in doing so and agrees to bear all consequences of placing the Investments. To the maximum extent permitted by law and not inconsistent with the obligations of the Bank under any applicable laws and regulatory requirements in respect of its provision of services in Investments, the Bank and its employees shall have no liability whatsoever in respect of the Customer's placing any or all of the Investments. If the Customer has any questions about the Investments, it should seek independent professional advice as it considers appropriate;
 - it has such knowledge and experience in financial, business and tax matters that renders it capable of evaluating the merits and risks of the Investments;
 - after appropriate independent investigations, the Investments are suitable for it;
 - the Bank does not act as an investment adviser or as any other adviser to the Customer;
 - some of the information and documents provided by the Bank are for general circulation to its clients and are not

meant to target specifically to the Customer, and unless specifically indicated otherwise the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such;

- (g) it has the power to agree to this Agreement and to perform its obligations under the Investments and has taken all necessary action to authorize such execution, delivery and performance;
- (h) neither its agreement to this Agreement, nor its performance of its obligations under the Investments will violate (i) any law, regulation, decree or legal restriction applicable to it or any order or judgment of any court or other agency of government applicable to it or any of its assets, (ii) any provision of its constitutional documents or (iii) the terms of any material agreement to which it or any of its assets is subject;
- (i) it has obtained all applicable governmental or other regulatory consents that are required to be obtained by it in respect of its entry into this Agreement and performance of the Investments, all such consents are in full force and effect and any conditions of such consents have been satisfied; and
- (j) it is entering into the Investments as principal and not as agent of any person.

11.2 The Customer undertakes that it will not create or attempt to create or permit to subsist any mortgage, pledge, lien, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security over, transfer, sell, dispose of or otherwise deal with any Investment except with the consent of the Bank in writing.

12. Set-off

12.1 In addition to any rights of set-off the Bank may have as a matter of law or otherwise, the Bank will have the right (but will not be obliged) without prior notice to the Customer or any other person to set-off, combine, consolidate or apply any obligation of the Customer owed to the Bank (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of the Bank owed to the Customer (whether or not matured or contingent and whether or not arising under this Agreement, and regardless of the currency, place of payment or booking office of the obligation).

12.2 For the purpose of cross-currency set-off, the Bank may convert either obligation at the applicable market exchange rate selected by the Bank on the relevant date. If an obligation is unascertained, the Bank may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

13. Tax

13.1 All payments of the Repayment Amount, any Interest Amount or any other amounts (if any) under the Investments will be made free and clear of and without deduction or withholding for or on account of any present or future taxes, duties or other governmental charges of whatsoever nature imposed or levied by or on behalf of Hong Kong or any authority in Hong Kong having power to tax unless the Bank is required by law to deduct or withhold any such taxes, duties or other charges, in which event the Bank will make such deduction or withholding and the amount payable to the Customer shall be reduced by the amount so deducted or withheld.

13.2 The amount of tax, if any, deducted from the Repayment Amount, any Interest Amount or any other amounts (if any) payable under the Investments will be advised to the Customer each time the Repayment Amount, Interest Amount or any other amount (if any) is paid.

14. Transferability and Assignability

The Investments and the benefits and obligations of the Customer under this Agreement are not transferable or assignable without the written consent of the Bank, which may be granted or withheld at its sole discretion. The Bank may assign or transfer all or any part of its rights under any Investment and this Agreement without the Customer's consent.

15. Waiver and Amendment

15.1 The rights of the Bank under this Agreement:

(a) may be exercised as often as necessary;

(b) are cumulative and are not exclusive of its rights under the general law; and

(c) may be waived only in writing and specifically.

15.2 Delay in exercising or non-exercise of any such right is not a waiver of that right.

15.3 The Customer agrees that the Bank may at any time, by prior written notice to the Customer, amend the terms and conditions contained in this Agreement. By placing or continuing to place any Investment with the Bank, the Customer is deemed to have accepted such amendments.

16. Notice

16.1 All notices or other communications in connection with this Agreement are to be sent at the Customer's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form of electronic communication.

16.2 All notices or other communications from the Bank to the Customer must be given in writing and unless otherwise stated, may be made by letter, facsimile or by electronic means. Any such notice will be deemed to be given as follows:

(a) if by letter, when delivered personally or, when sent by prepaid post, two or seven working days following that on which it was so posted to an address in Hong Kong or overseas respectively; and

(b) if by facsimile, when confirmed by an activity report confirming the facsimile number to which such notice was sent, the number of pages transmitted and that such transmission was successfully completed.

(c) if by electronic means, at the time of transmission if the message is sent by the Bank and, at the time the message is actually received by the Bank if the message is sent by the customer.

16.3 The address, facsimile number and email address of the Customer for all notices under or in connection with this Agreement are:

(a) those set out in Account Opening Form; or

(b) any other notified by the Customer for this purpose to the Bank by not less than five Business Days' notice.

16.4 Any notice by the Customer to the Bank must be given in writing and may only be sent by personal delivery or post addressed to the manager of the branch of the Bank through which the relevant banking services are provided to the Customer and will only be effective when actually received.

17. Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

(a) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

18. Rights of Third Party

Unless expressly provided to the contrary in this Agreement, no person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this Agreement. Notwithstanding any provisions of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

19. Governing Law and Jurisdiction

19.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong.

19.2 The courts of Hong Kong are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") may be brought in those courts. The Customer irrevocably submits to the non-exclusive jurisdiction of those courts and waives any objection to Proceedings in those courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Bank and will not limit the right of the Bank to take Proceedings in any other court of competent jurisdiction nor will the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

20. Governing Language

The English version of this Agreement is the governing version and

the Chinese translation of it is for reference only. The English version of this Agreement shall prevail whenever there is any discrepancy between the English version and the Chinese translation of it.

21. Disclosure

- 21.1 Any personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong)) which the Customer provides to the Bank shall be treated in accordance with the Bank’s “Personal Data (Privacy) Ordinance Notification” from time to time provided to the Customer and which is incorporated in this Agreement by this reference.
- 21.2 The Customer acknowledges and agrees that the Bank may disclose and transfer from time to time all information in connection with this Agreement or other information in respect of the Customer’s accounts and business with the Bank, provided to the Bank by the Customer or otherwise known to the Bank (including personal data) (“**Customer Information**”) to any of the Bank’s branches, offices, subsidiaries or associated companies or holding company or any subsidiary or associated company of that holding company (“**China Cinda (HK) Holdings Company Limited**”). The Customer further

consents to the disclosure of Customer Information by the Bank or any other member of the China Cinda (HK) Holdings Company Limited if required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction.

- 21.3 The Customer acknowledges that the Bank may use any of the branches, affiliates or agents of the Bank to perform hedging, administrative or processing functions in connection with the Investments and the Customer hereby consents to the disclosure by the Bank to such branches, affiliates or agents of the Bank of information relating to the Customer’s accounts and transactions with the Bank.
- 21.4 Clause 21.1 does not apply if the Customer is a limited liability company.

22. Recording of Conversations

The Bank may record electronically any conversations between the Customer and the Bank. By placing an Investment with the Bank, the Customer consent to such recording and to the production of such recordings, and transcripts of such recordings, as evidence in any Proceedings.

FOR BANK USE ONLY				
CIF No(s).	Branch Code	Officer Code	Structured Investments & Currency-Linked Investments Account No.	S.V.

SCHEDULE 1

Terms and Conditions applicable to Currency/FX Linked Investments

The following provisions apply to each Investment specified in the relevant Confirmation to be a Currency/FX Linked Investment.

1. Definitions

“Ceiling Rate” in respect of a Principal Protected Investment, means the rate of conversion between the Currency Pair selected by the Customer and accepted by the Bank to be one of the limits of conversion rate at any time during the Fixing Period or (as the case may be) at the Fixing Time on the Fixing Date for the purpose of determining the Repayment Amount;

“Currency Pair” in relation to a Principal Protected Investment means the pair of currencies that are selected to determine the Repayment Amount of the Investment;

“Investment Currency” means the currency in which the Investment is placed with the Bank as specified in the Confirmation which shall be an Eligible Currency other than the Linked Currency (if applicable);

“Eligible Currency” means such currency eligible for Dual Currency Investment or (as the case may be) Principal Protected Investment as determined by the Bank from time to time;

“Fixing Date” in relation to a Dual Currency Investment, means the second last Business Day in the Investment Period or such other Business Day as may be determined by the Bank; and in relation to a Principal Protected Investment, if applicable, means the date agreed between the Customer and the Bank to be the last day of the Fixing Period or, as the case may be, the day for determining the Fixing Exchange Rate;

“Fixing Exchange Rate” in relation to a Dual Currency Investment, means the rate of conversion between the Investment Currency and the Linked Currency as determined by the Bank on the Fixing Date at the Fixing Time and notified to the Customer for determining the Repayment Amount; and in relation to a Principal Protected Investment, means the rate of conversion between the Currency Pair as determined by the Bank on the Fixing Date at the Fixing Time and notified to the Customer for determining the Repayment Amount;

“Fixing Period” in relation to a Principal Protected Investment means the period agreed between the Customer and the Bank to be the period, commencing on the Order Date and ending at the Fixing Time on the Fixing Date, during which the Spot Rate will be compared with the Ceiling Rate and Floor Rate or, as the case may be, the Initial Exchange Rate;

“Fixing Time” in respect of a Dual Currency Investment, means the time agreed between the Customer and the Bank to be the time on the Fixing Date that the Fixing Exchange Rate is to be determined; and in respect of a Principal Protected Investment means the time on the Fixing Date which ends the Fixing Period, or as the case may be, the time on the Fixing Date, agreed between the Customer and the Bank for determining the Fixing Exchange Rate;

“Floor Rate” in respect of a Principal Protected Investment, means the rate of conversion between the Currency Pair selected by the Customer and agreed by the Bank to be one of the limits of conversion rate at any time during the Fixing Period or (as the case may be) at the Fixing Time on the Fixing Date for the purpose of determining the Repayment Amount;

“High Interest Rate” means the rate of interest applicable to the Investment in the situation set out in Clause 3.2(b)(i) below;

“Initial Exchange Rate” means:

- (a) in respect of a Dual Currency Investment, the rate of conversion between the Investment Currency and the Linked Currency as determined by the Bank and agreed by the Customer on the Order Date and such rate will be used by the Bank to calculate the Repayment Amount on the Fixing Date as specified in the Confirmation; and
- (b) in respect of a Principal Protected Investment, where applicable, the rate of conversion between the Currency Pair adopted to compare with the Fixing Exchange Rate or, as the case may be, the Spot Rate within the Fixing Period for the determination of the Repayment Amount as stipulated in the Confirmation;

“Interest Amount” means the amount of interest determined by the Bank on the Fixing Date and agreed by the Customer to be payable on the Investment in respect of the Investment Period;

“Interest Rate” in respect of a Dual Currency Investment means the interest rate determined by the Bank and agreed by the Customer to be the interest rate applicable to the Investment, and in respect of a Principal Protected Investment means either the High Interest Rate or the Low Interest Rate (if applicable), as determined in accordance with Clause 3.2 below;

“Linked Currency” means the currency agreed between the Customer and the Bank to be the alternative currency linked to the Dual Currency Investment which shall be an Eligible Currency other than the Investment Currency;

“Low Interest Rate” means the rate of interest applicable to the Investment in the situation set out in Clause 3.2(b)(ii) below;

“Principal Protected Percentage” (if applicable) in relation to a Principal Protected Investment means the percentage of the Principal Amount as agreed between the Customer and the Bank which may become the Repayment Amount to be repaid to the Customer on Maturity Date in accordance with the terms specified in the Confirmation;

“Spot Market” in relation to a Principal Protected Investment means the global spot foreign exchange market, which for these purposes, shall be treated as being open continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week;

“Spot Rate” in relation to a Principal Protected Investment means the rate of conversion between the Currency Pair as determined by the Bank at any particular time, acting in good faith and commercially acceptable manner with reference to foreign exchange transactions in the Spot Market involving the two currencies or the cross rates involving the two currencies;

“Trigger Rate” in respect of a Principal Protected Investment, the rate of conversion between the Currency Pair selected by the Customer and accepted by the Bank for the purpose of determining the Repayment Amount.

2. Dual Currency Investments

2.1 In respect of a Dual Currency Investment, the Customer shall specify in the Order Placement Form or (subject to the Bank's discretion) quote to the Bank orally over the telephone, inter alia, the following particulars of the Investment:

- (a) Investment Currency;

- (b) Linked Currency;
- (c) Investment Period;
- (d) Initial Exchange Rate;
- (e) Interest Rate; and
- (f) Fixing Date and Fixing Time.

2.2 If the Confirmation in respect of an Investment specifies that the Investment is a Dual Currency Investment:

- (a) the Interest Rate shall be as specified in the Confirmation; and
- (b) the Repayment Amount shall be determined as follows:
 - (i) if a particular set of conditions specified on the Confirmation for determining the Repayment Amount are met, the Repayment Amount shall be an amount in Linked Currency representing the Principal Amount and the Interest Amount as converted into the Linked Currency at the Initial Exchange Rate; or
 - (ii) if the other set of conditions specified on the Confirmation for determining the Repayment Amount are met, the Repayment Amount shall be the aggregate of the Principal Amount and the Interest Amount in the Investment Currency.

3. Principal Protected Investments

3.1 In respect of a Principal Protected Investment, the Customer shall specify in the Order Placement Form or (subject to the Bank's discretion) quote to the Bank orally over the telephone, inter alia, the following particulars of the Investment:

- (a) Investment Currency;
- (b) Currency Pair;
- (c) Investment Period;
- (d) Fixing Period, Fixing Date, and Fixing Time (whichever applicable);
- (e) Principal Protected Percentage (if applicable);
- (f) Ceiling Rate and Floor Rate, Trigger Rate or Initial Exchange Rate (whichever applicable); and
- (g) High Interest Rate and/or Low Interest Rate (if applicable).

3.2 If the Confirmation in respect of an Investment specifies that the Investment is a Principal Protected Investment:

- (a) the Interest Rate shall be as specified in the Confirmation; and
- (b) the Repayment Amount shall be determined as follows:
 - (i) if a particular set of conditions specified on the Confirmation for determining the Repayment Amount are met, the Repayment Amount shall be the aggregate of the Principal Amount plus the Interest Amount, in the Investment Currency, where the Interest Rate will be the High Interest Rate; or
 - (ii) if the other set of conditions specified on the Confirmation for determining the Repayment Amount are met, the Repayment Amount shall be (i) the aggregate of the Principal Amount plus the Interest Amount, in the Investment Currency, where the Interest Rate will be the Low Interest Rate; or (as the case may be) (ii) the Principal Protected Percentage of the Principal Amount only, in the Investment Currency.

4. Risk Disclosures for Currency/FX Linked Investments

- (a) **The return on Currency/FX Linked Investments is limited to the nominal interest payable, which will be dependent, to at least some extent, on movements in some specified currency exchange rate. Whilst the possible return may be higher than conventional time deposits, it is normally associated with higher risks. When the fluctuation of the currency exchange rates differs from what the Customer expected, the Customer may have to bear the consequential loss. If an Investment is approved by the Bank to be withdrawn before its maturity, the Customer may also need to bear the costs, losses and damages involved. The relative losses, costs and damages may reduce the return and the principal amount of the Investment which the Customer may get back.**
- (b) 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.
- (c) 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 a Currency/FX Linked Investment.
- (d) In relation to a Principal Protected Investment, only the interest or yield on the Investment may be affected by movements in the relevant exchange rate and the Principal Amount invested will be repayable either in full or at the Principal Protected Percentage (which may be lower than 100%) at the end of the Investment Period. Subject to the next sentence, the total return on a Principal Protected Investment can be negative (when measured in terms of the Investment Currency) if the Customer chooses a Principal Protected Percentage lower than 100%, and may be significantly less than the return which might be obtained on a normal time deposit in the event of an adverse movement in the relevant exchange rate. Where a Principal Protected Investment is repaid prior to its scheduled Maturity Date, the adjustment made by reason of early repayment may result in a negative return.
- (e) In relation to a Dual Currency Investment, the Principal Amount 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 a Dual Currency Investment may be negative (when measured in terms of the Investment Currency), and, depending on the particular terms of an Investment, the value of the principal repayable on Maturity Date may be significantly less than the value invested in the event of an adverse movement in the relevant exchange rate.

致：南洋商業銀行有限公司



結構性投資及外匯掛鈎投資協議

此乃重要文件。一旦閣下提交任何結構性外匯投資的申請（無論是通過線上線下形式），包括但不限於外匯掛鈎投資雙貨幣投資申請表格及結構性投資申請表格，閣下將受此文件項下的條款及條件約束。

重要事項，敬請細閱：本協議將規管本協議下提供或將提供予客戶的服務。在本協議下將訂立的所有交易僅為結構性外匯投資。客戶於提交任何結構性外匯投資的申請（無論是通過線上線下形式），包括但不限於外匯掛鈎投資雙貨幣投資申請表格及結構性投資申請表格（「申請」）前務請尋求獨立法律意見。於提交申請後，客戶確認其完全瞭解本協議的條款及條件及其法律涵義。

客戶應垂注本協議中投資的一般條款及條件的部分第12條條款，有關授權本行將客戶的責任與本行的責任作出抵銷的事宜。

客戶有責任向本行提供本協議所須的一切有關資料，否則可導致本行未能向客戶提供或繼續提供本協議項下的服務。有關該等資料的可能用途及客戶如何取得該等資料的詳情，請參閱本行向客戶發出的個人資料（私隱）條例通知。

本協議（「協議」）的目的為述明及規管客戶不時存放於本行的結構性外匯投資（「投資」）的條款及條件。

風險披露聲明

於投資項下，應付利息金額或應償還本金金額或總回報（或任何組合）可全數或部分透過參考若干指定比率、價格或指數作出計算，或可透過以不同貨幣的付款滿足客戶獲取本金或利息（或以上兩者）的權利。於本協議，與投資掛鈎的有關比率、價格或指數稱為「參考值」。

以下為本行涵蓋多種投資的標準風險披露聲明。若干該等聲明未必適用於由客戶作出的特定投資。然而，客戶仍應細閱及完全瞭解本協議所載的所有有關風險披露聲明，並諮詢獨立法律意見（倘需要）。

1. 於本行作出投資時，閣下依賴本行的信譽。概不保證本行將不會違反投資項下的付款責任。於最壞的情況下（例如本行無力償債），客戶可能蒙受投資本金金額的全盤損失。
2. 投資帶有非與普通銀行存款一般有關的風險，且一般並非普通儲蓄或定期存款的合適替代。
3. 投資為涉及金融衍生工具的結構性產品。投資決定由閣下作出，除非向閣下銷售投資的中介人已於考慮閣下的財政狀況、投資經驗及投資目標後向閣下解釋投資適合閣下，否則閣下不應投資於此產品。
4. 此產品屬投機性質，故不適合不願或不能接受參考值出現不利變動的風險的客戶。客戶應首先於作出投資前研究及瞭解投資的詳情，再就其財政狀況及投資目標考慮投資是否適合。客戶將為其所作出的任何指示自負風險。就客戶與本行間進行的任何投資交易或本行代表客戶進行的任何投資交易而言，本行並非作為客戶之投資或財務顧問行事，亦不作為客戶之受信人行事。客戶應於客戶視為合適時自行尋求專業意見。本行無義務監察客戶在本行所持投資之表現，亦無義務持續向客戶提供任何投資建議。
5. 參考值受多種因素影響，包括（但不限於）國家及國際的金融及經濟狀況及政治及自然事件。
6. 投資的回報將至少在某程度上受參考值的變動影響，而參考值可升可跌。於決定作出投資前，客戶應確定其熟悉有關參考值及其瞭解該參考值的變動將對投資回報造成的影響。
7. 參考值的過往表現並不一定為未來表現的指標。
8. 於投資被稱為“保本”時，只有投資的利息或孳息可受有關參考值的變動所影響，而已投資的本金金額將於投資期結束時悉數交還。受下述句子所規限，保本投資的總回報不得為負數（以原有投資的貨幣計值），但於有關參考值出現不利變動時總回報可為零或遠低於一般定期存款可取得的回報。倘於預定到期日前交還保本投資，因提前交還而作出的調整可帶來負回報。
9. 倘投資並非保本，其稱為“本金帶有風險”。其定義為投資本身的本金金額將受參考值的變動影響（或（就若干投資而言）可以不同貨幣交還）。本金帶有風險投資的總回報可為負數，及（視乎投資的特定條款）於到期日應交還的本金與利息的總值可完全損失或可遠低於投資金額。
10. 除非投資條款規定，否則未經本行同意，投資一般不可於協議到期日前取消或提取。倘本行同意提早提款，取得同意的條件將為從投資扣除本行因提早提款而承受的任何費用、成本或損失。該等費用和損失可包括本行清算對沖持倉以交還投資的費用，並可導致較預期為低的回報率，或甚至負回報率。

11. 本行並不提供稅務意見，因此客戶須完全承擔投資於此產品的任何稅務影響。
12. 本文件並不旨在確定或披露與投資有關的所有風險（直接或間接）。
13. 提供之主要條款（若有）只供參考。其所陳述的資料由本行內部制訂及/或取自本行相信為可靠的資源。但是，在法律允許的最大範圍內且不違反銀行在適用法律及監管要求項下與其提供投資服務有關的適用義務的情況下，本行並不對該等資料的準確性、充裕性或完整性作出任何陳述，亦不承擔對該資料的任何收件人就該資料將來的變動作更新或其他方面提供意見的責任。提供之主要條款並無意成為亦不應被視為本行或任何其相關人士對作出交易的一項要約或承諾。提供之主要條款並不試圖描述任何交易的全部條款及條件。提供之主要條款僅為概括描述若干可構成一項交易的基本商業考慮因素。客戶應參考本行所發單張中的例子以詳閱更多關於擬作的投資計算回報方法的資料。
14. 客戶不應作出任何投資，除非客戶瞭解 (i) 投資的性質和參考值的相關市場；(ii) 投資文件所載的法律條款及條件；(iii) 投資的經濟風險；(iv) 投資的稅務影響；及 (v) 投資的規管處理。
15. 客戶確認，根據本協議投資於本行的此產品並非存款保障計劃條例(香港法例第581章)中所定義的"受保障存款"，因此不受香港存款保障計劃所保障。

致：南洋商業銀行有限公司



投資的一般條款及條件

鑑於南洋商業銀行有限公司（「本行」，包括南洋商業銀行有限公司位於任何地方的所有分行和辦事處及其繼受者及受讓人）應提交申請的人士（作為客戶）的要求同意向客戶提供有關結構性外匯投資（「投資」）的服務，客戶謹此於申請的簽署頁或提交頁所述日期承諾及同意受以下條款及條件約束。

1. 定義及詮釋

1.1 於本協議，除非根據文義另有解說：

「開戶表格」指於本行開立結構性投資賬戶的開戶表格；

「協議」指本結構性投資及外匯掛鉤投資協議（包括本協議各附錄）及包括（凡文義所允許）任何適用協議；

「適用協議」指客戶與本行不時協定或對其具約束力的任何其他協議、文件或業務條款（包括但不限於任何附錄、投資檔案問卷）；

「工作日」指香港的商業銀行營業（包括外匯及外幣投資交易）的日子（星期六及星期日除外），而就本行按本協議項作付款而言，則指付款貨幣的主要金融中心的商業銀行營業（包括外匯及外幣存款交易）的日子；

「計算期」指計算利息的任何時期；

「到期日」指確認書所指的日期；

「本金金額和利息金額」指有關確認書所指的金額；

「確認書」指本行發出載列投資詳情及資料的證書或文件；

「客戶」指作出投資的人士，其資料載於開戶表格，並涵蓋客戶的繼受者及受讓人。倘客戶包括兩名或以上人士（人士包括個人、組織、公司及具名合伙實體的合伙人）(i) 客戶的任何指稱將被視為個別地指各有關人士；

(ii) 一名人士的任何行動或遺漏將被視為彼等全部的行動或遺漏；(iii) 彼等須共同及個別地向本行承擔本協議項下的客戶責任；(iv) 任何須向客戶發出的通訊可向本行最後知悉的任何一名或以上該等人士的地址發出；及

(v) 根據本協議向客戶發出的任何通知倘已向彼等任何之一發出將為已有效地發出。倘客戶包括合伙實體，該詞彙須包括不時經營該合伙實體業務的人士；

「日數計算比率」為於任何期間的若干情況下本行應付利息或未攤銷金額的計算方法，並將於參考以下各項後計算：

(i) 倘確認書中列明為「實際/365」，則為計算期內的實際日數除以365（或倘該計算期的任何部分在閏年內，則為以下的總和：(a) 在閏年內的計算期部分的實際日數除以366及(b) 在非閏年內的計算期部分的實際日數除以365）；

(ii) 倘確認書中列明為「實際/365（固定）」，則為計算期內的實際日數除以365；

(iii) 倘確認書中列明為「實際/360」，則為計算期內的實際日數除以360；

(iv) 倘確認書中列明為「30/360」，則為計算期內的日數除以360（日數按一年360日（12個30日的月份）的基準計算（除非(a)計算期最後一日為月內第31日而計算期第一日為月內第30或31日以外的日子，於該情況下，包括該最後一日的月份將不被視為縮短至30日的月份；或(b)計算期的最後一日為二月份的最後一日，於該情況下，二月份將不被視為延長至30日的月份））；及

(v) 倘確認書中列明為「30E/360」，則為計算期內的日數除以360（日數按一年360日（12個30日的月份）的基準計算，而不受計算期第一日或最後一日的日期影響，除非倘計算期於到期日結束而到期日為二月份的最後一日，於該情況下，該二月份將不被視為延長至30日的月份）；

「投資貨幣」指有關確認書中列明的貨幣；

「投資期」指客戶與本行協議的投資期，由開始日（包括該日）起及於到期日（不包括該日）結束；

「香港」指中華人民共和國香港特別行政區；

「利息金額」指本行釐定就利息期應付的投資利息金額；

「付息日」指有關確認書中列明的日期；

「利息期」指由開始日（包括該日）起至首個付息日（不包括該日）的期間，及由付息日（包括該日）至下一個付息日（不包括該日）的各其後期間；

「到期日」指客戶與本行協議為投資到期日的日期；

「最高投資額」指本行不時釐定為根據本協議作出的投資的最高金額；

「最低投資額」指本行不時釐定為根據本協議作出的投資的最低金額；

「指示」指客戶就作出投資向本行作出並記錄於指示表格或以電話口頭作出並記錄於本行的電話記錄系統或以本行指定及同意的其他方式所作出的指示；

「指示日期」指客戶作出指示並獲本行接納的日期；

「指示表格」指本行就作出投資不時規定及指定並由客戶向本行遞交的表格；

「本金金額」指投資的本金金額，其不得少於最低投資額或多於最高投資額；

「償還金額」指根據有關投資適用條款釐定於到期日須向客戶償還的金額；

「結算賬戶」指客戶於本行所持有並於開戶表格中列明的賬戶，或由客戶其後於交易日或之前向本行通知的賬戶。本行將於指示日期由此賬戶扣除本金金額，並於到期日將本金金額和利息金額存入此賬戶；及

「開始日期」指本行與客戶協議為投資開始的首個業務日的日期。

1.2 於本協議：

(a) 條款或附錄指本協議的條款或附錄；

(b) 日期時間指香港時間；

(c) 除非根據文義另需作他解，單數詞彙包含複數意思，反之亦然，中性詞彙亦包括其他性別；

(d) 文件指經不時修訂或補充的文件；及

(e) 本協議的標題僅為方便閱讀而設，並不影響本協議的效力。

2. 適用條款

2.1 本行同意以下條款及條件將適用於各投資（按以下優先次序）：

(a) 有關投資的確認書所載的條款及條件；

(b) 投資的條款及條件，其附載於本協議中“投資的一般條款及條件”之部分；

(c) 倘確認書列明投資為外匯掛鉤投資，則為外匯掛鉤投資的條款及條件，其附載於本協議附錄一。

2.2 各確認書的條款須與本協議一併閱讀，並須視為構成本行與客戶訂立的單一協議。

2.3 投資將受有關的賬戶條款及條件、本行不時規定規管接受投資及貨幣交易操守的守則，以及不時生效規管於本行的投資及賬戶並適用於客戶的任何其他一般條款及條件（載列於該等投資及賬戶的授權書或由本行以其他方式另行公佈）所規限。若本協議與該等條款及條件有任何不一致之處，以本協議為準。

3. 作出指示及確認

3.1 作出投資時，

(a) 須填妥指示表格，並親身交付本行或（須待本行酌情批准）以傳真的方式傳真至指定傳真號碼；或

(b) (須待本行酌情批准) 透過指定電話號碼致電本行，須提出指示的條款。

客戶不得撤回所構成的指示並受其約束，而本行將有權執行該指示，不論該指示是以書面或電話口頭作出。該投資毋須待收到任何書面確認，倘客戶未能遵守條款的協議作出投資，客戶將須承擔本行的開支及損失，包括本行清算任何對沖倉盤以償付投資的開支。

3.2 客戶須於本行開立結構性投資賬戶。就此，客戶須填妥開戶表格，並向本行交回該開戶表格及本行規定的其他文件。投資須存入該結構性投資賬戶。

3.3 除非本行另行書面同意，指示僅於本行實際接收到該指示之日方告有效。

3.4 客戶確認，本行可全權絕對酌情決定是否接受任何指示或指示列明的條款。客戶進一步確認及同意，指示一經本行接受，客戶將受本行接受的指示條款絕對約束。

3.5 倘指示未能執行並已失效，本行毋須承擔有關該指示或由於該指示而引致的任何義務或責任，除非有關責任直接因本行的疏忽或故意的失當所引致。如指示未獲接受，本行將盡快知會客戶。

3.6 載列本行接納的特定投資詳情的確認書，在任何適用法例及條例規限下，將於緊隨指示日期後的工作日結束前或盡快送交客戶。然而，確認書將不會構成有權取得本金金額的任何證明，且不得轉交或轉讓。倘客戶於指示日期起計三個工作日內尚未收到任何投資的確認書，其須即時書面通知本行並要求取得其副本。

3.7 本行及客戶須受本行發出的確認書絕對約束，該確認書亦被視為決定性(明顯錯誤除外)。客戶同意，其有責任檢視本行就任何投資提供的所有確認書是否有任何錯誤或不一致之處。客戶亦同意，除非其於有關確認書日期起計30個工作日內書面通知本行任何錯誤或不一致之處，該確認書(於本行與客戶之間)將被視為決定性，而客戶將被視為已放棄提出反對或就任何錯誤或不一致之處向本行尋求任何補償的任何權利，惟本行可酌情調整其錯誤地作出的任何紀錄。

3.8 客戶確認及同意，在任何適用法例及條例規限下，本行將不會就投資向客戶定期發出賬戶結單。

3.9 除非本行已接獲其不時規定的文件或資料(在形式及內容上於所有方面均獲本行滿意者)，根據本協議作出的投資將不獲本行接納。

3.10 於作出有關投資的指示後，客戶不可取消該投資。本行保留權利不接受客戶就投資作出的任何指示，而毋須向客戶發出任何通知。

4. 投資

4.1 客戶同意以載列於確認書的投資貨幣、本金金額及投資期將投資存入本行。

4.2 有關投資的款項須於本行接納任何指示時或之前送達本行。倘客戶以支票存入投資，款項將僅於有關支票結算後被視為已接獲。於本行接獲投資金額時至開始日期期間有關投資金額的利息將按適用於扣除有關款項的賬戶的利率支付。就作出投資的款項一經收取，除根據下文第5條外，未必可於到期日前提取。

4.3 本行保留權利全權酌情於開始日期或之前不接納任何已收款項(或僅接納有關款項的一部分)為有關投資期的投資。於該情況下，本行將盡快知會客戶，而任何已收但不獲接納為投資的款項將存入客戶指定的賬戶，或倘本行未獲知會有關賬戶或客戶指定的賬戶已停止運作，則存入本行絕對酌情決定有關客戶的任何賬戶。

4.4 於任何情況下，投資均不會於到期後續訂。客戶須另行作出指示，而任何其後投資的條款，須經本行及客戶協議。

4.5 假如本行向客戶招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮客戶的財務情況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本行可能要求客戶簽署的文件及本行可能要求客戶作出的聲明概不會減損本條款的效力。為本第4.5條之目的，「金融產品」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。為本第4.5條之目的，就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等槓桿式外匯交易合約。

5. 提早取回

5.1 除非本行書面同意(本行有全權絕對酌情並按本行當時釐定的條款及條件授予或不予同意)，客戶不得於到期日前取回投資。該等條件可能減少預期回報或減少

應付本金的金額(即使為保本投資)。

5.2 客戶確認，本行及其聯屬公司可訂立一項或以上有關投資的對沖交易或其他安排。倘本行允許客戶於到期日前提取投資，本行將有權就其及其聯屬公司就本行及其附屬公司因提早取回而招致的開支、虧損及損失(包括但不限於因取消任何有關對沖或其他安排而蒙受的任何開支、虧損及損失)，從原應付予客戶的有關投資本金金額或其他金額(如有)中扣除。倘該本金金額或其他金額(如有)不足以賠償或補償本行的有關開支、虧損及損失，本行將有權向客戶索取餘下開支、虧損及損失的金額，並有權就本行或其聯屬公司就投資或其他應付客戶的任何其他款項行使於本協議或其他項下的抵銷權。

5.3 本行就於到期日前取消投資向客戶支付的任何本金金額或其他金額(如有)完全由本行釐定，而本行支付的款項須待本行能成功解除任何有關對沖或安排，方可作實。

5.4 於任何時候均不允許提早取回部分金額。

5.5 倘由於身故、破產或任何其他原因，按法律須於預定到期日前償還投資，且獲要求作出有關償還，應償還金額須扣除相等於本行真誠地釐定其因有關提早償還而承受的所有開支、虧損及損失的金額。

5.6 倘本行認為於任何時候，因任何事件或情況致使其不能(或未必能)準確釐定任何投資的參考值，本行可通知客戶終止有關投資，而本行將向客戶悉數支付有關投資的所有金額，該金額獲本行認為於所有情況下均屬公平合理。

6. 利息

6.1 除非於確認書另行述明，利息須按投資期內各利息期的利率以投資貨幣於本金金額累計，並須經參考確認書列明的適用日數計算比率按於利息期的實際日數基準計算。

6.2 就各利息期累計的利息將於有關付息日或確認書所述的日子支付。

6.3 倘為確認書列明利率及利息金額的投資，該利率僅適用於由開始日期至確認書列明為到期日的期間，利息金額亦僅適用於該期間。

7. 於到期日付款予客戶

於到期日，本金金額和利息金額將存入結算賬戶(或倘結算賬戶已終止運作，則存入本行絕對酌情決定有關客戶的任何賬戶)。倘客戶於本行就結算賬戶作出任何變動的規定時期後知會本行有關變動，本行將不會就客戶因上述付款的任何延遲而蒙受的任何虧損或損失負責。

8. 確定

8.1 須由本行於某個時間或期間內確定的利率、匯率、價格、指數水平、收益或金額，其確定將由本行真誠地並按照有關市場公認慣例作出。各項該等確定在無明顯錯誤下均為不可推翻並具約束力。倘本行行使酌情權就某投資作出任何其他確定，本行將真誠地並以商業上合理的方式行使該酌情權。

8.2 本行將於就投資確定任何利率、匯率、價格、指數水平、收益或金額的日期後，及時向客戶交付有關確定利率、匯率、價格、指數水平、收益或金額的書面確認。交付有關確認的任何延誤將不會影響任何有關確定的有效性。

9. 費用

於給予客戶30日事先通知後，如本行絕對酌情認為適合，可增加、實施及/或更改本行的任何服務費、融資費及/或其他費用。

10. 有關負債的彌償及限制

10.1 客戶承諾，就因其歪曲或違反或未能履行於本協議所載的陳述、保證及協議而引致本行合理地蒙受或產生的任何虧損、負債或開支及可能對本行採取的任何申索、行動或索償，向本行提供彌償(按全面彌償基準)，並使本行不致遭受任何損害。此彌償將為客戶所須負的其他責任以外的額外彌償。

10.2 鑑於本行依賴客戶以傳真或電話(倘適用)方式給予的指示(包括作出指示)，客戶承諾就因本行根據客戶以傳真或電話方式給予的指示行事而合理產生或以任何性質所蒙受的所有虧損、申索、行動、訴訟、索償、損失、開支及費用向本行提供彌償，惟本行須真誠行事及並無疏忽或從事故意的不當行為。

10.3 本行毋須就本行根據適用法例、條例及規則(包括(但不限於)若干付款系統的規則)或本行與其他銀行或財務機構就其經營業務而訂立的協議的條款行事而引致的負債、虧損或損失負責，儘管客戶可能已

給予相反指示，除非有關負債直接因本行疏忽或故意的不當行為而引致。

- 10.4 在法律允許的最大範圍內且不違反本行在適用法律及監管要求項下 與其提供投資服務有關的義務的情況下，本行毋須 就其根據本協議採取或不採取的任何行動向客戶負責，除非其直接因本行疏忽或故意的不當行為而引致。此外，本行毋須就本行執行以電話口頭給予或透過傳真傳輸而客戶簽名被偽造的指示（包括指示）而引致的任何虧損負責，惟本行須真誠行事及於相信有關人士為客戶或簽名為屬實上並無疏忽。

11. 聲明、保證及承諾

11.1 客戶聲明及保證：

- (a) 其完全明白及接受與投資有關的風險及回報；
(b) 其已自行作出判斷及決定，以訂立投資的任何交易，其亦完全明白進行該等事宜的風險及後果，並同意承擔作出投資的一切後果。在法律允許的最大範圍內且不違反本行在適用法律及監管要求項下與其提供投資服務有關的義務的情況下，本行及其僱員概不就客戶作出任何或全部投資承擔任何責任。如果 客戶對投資有任何問題，應於其認為適合時尋求獨立的專業意見；
(c) 其於金融、商業及稅務事宜方面擁有有關知識及經驗，令其可評估投資的可取之處及風險；
(d) 經適當的獨立調查後，投資對其而言屬適合；
(e) 本行並非客戶的投資顧問或任何其他顧問；
(f) 由本行提供的某些資料和文件會分發予本行所有客戶，而無意在專門針對本協議客戶，並且，除非另有明確說明，該等資料和文件的編制並未考慮客戶的個人情況，且不得認為該等資料和文件的編制已做此等考慮而對其予以信賴；
(g) 其有權同意本協議，以及履行其於投資項下的責任，並已採取一切所需行動以授權有關簽署、交付及責任的履行；
(h) 其同意本協議及履行其於投資項下的責任，將不會違反(i)其適用的任何法例、條例、法令或法律限制或其或其任何資產適用的任何法院或其他政府機關的任何命令或判決；(ii)其章程文件的任何條文；或(iii)規限其或其任何資產的任何重大協議條款；
(i) 其已取得就訂立本協議及作出投資所須取得的所有適用政府或其他規管同意，所有該等同意有十足效力及生效且其任何條件已獲達成；及
(j) 其以主事人而非任何人士的代理人的身份作出投資。

- 11.2 除非獲本行書面同意，客戶承諾其將不會設立或嘗試設立或允許維持擁有授予擔保、轉讓、出售、買賣或以任何方式處置投資的效力的任何按揭、質押、留置、轉讓、抵押或擔保權益或任何其他協議或安排。

12. 抵銷

- 12.1 除本行可按法例或其他原因而擁有的任何抵銷權外，本行將有權（但將無責任）於毋須事先通知客戶或任何其他人士下將客戶須向本行承擔的任何責任（無論是否已到期或或有及無論是否於本協議項下產生，且不關乎有關責任的貨幣、付款地點或記賬辦事處）與本行須向客戶承擔的任何責任（無論是否已到期或或有及無論是否於本協議項下產生，且不關乎有關責任的貨幣、付款地點或記賬辦事處）互相抵銷、組合、綜合或應用。

- 12.2 就交叉貨幣抵銷而言，本行可於有關日期按本行選擇的適用市場匯率轉換責任。倘責任未獲確定，本行可真誠地估計該責任以進行抵銷，但有關人士須在責任獲確定後向另一方作出交代。

13. 稅項

- 13.1 償還金額、任何利息金額或投資項下的任何其他金額（如有）的所有付款將免於及不予扣減或預扣香港或香港有權徵稅的任何機構強制施加或徵收的任何性質的任何現有或未來稅項、責任或其他政府收費，除非法例規定本行扣減或預扣任何該等稅項、責任或其他收費，在該等情況下，本行將作出有關扣減或預扣，而所扣減或預扣的金額將於應付客戶的金額中扣除。
- 13.2 從償還金額、任何利息金額或投資項下應付的任何其他金額（如有）所扣減的稅項金額（如有），將於每次支付償還金額、利息金額或任何其他金額（如有）時通知客戶。

14. 可轉移性及可轉讓性

未經本行書面同意，客戶不得轉移或轉讓投資及客戶於本協議項下的利益及責任，而本行可全權酌情決定是否給予有關同意。本行可轉移或轉讓其於任何投資及本協議項下的全部或部分權益而毋須徵求客戶同意。

15. 豁免及修改

- 15.1 本行於本協議項下的權利：
(a) 可視乎需要隨時行使；
(b) 為可累積及並非不包括於一般法律賦予的權利；及
(c) 僅可以書面及特定地豁免。
- 15.2 延遲行使或不行使任何有關權利並非有關權利的豁免。
- 15.3 客戶同意本行可於任何時候透過事先通知客戶，修改本協議所載的條款及條件。客戶作出任何投資或繼續於本行作出投資，即被視為已接納有關修改。

16. 通知

- 16.1 有關本協議的所有通知或其他通訊的傳送風險均由客戶承擔。本行概不就任何誤差、中斷、錯誤或以郵遞、傳真或其他書面方式的電子通訊作出的傳輸或交付的延遲或完全失誤承擔任何責任。
- 16.2 本行向客戶發出的所有通知或其他通訊均須以書面作出，除非另有指明，其可以書信、傳真或電子方式作出。任何有關通知將於下列情形下被視為已給予：
(a) 倘以書信發出，於親身交付時，或於以預付郵遞發送至香港或海外的地址時分別為發送後的兩個或七個工作日；及
(b) 倘以傳真發出，於獲得傳真報告以確認已發送有關通知的接收方的傳真號碼、已傳送頁數及已成功完成傳輸時。
(c) 倘以電子方式發出，則於銀行傳送之時，及銀行實際收到客戶傳送的訊息之時視為已送達或已交付。
- 16.3 就本協議項下或與其有關的所有通知而言，客戶的地址、傳真號碼及電郵地址為：
(a) 於開戶表格中所載列者；或
(b) 客戶就此以不少於五個工作日的通知知會本行的任何其他地址、傳真號碼及電郵地址。
- 16.4 客戶向本行作出的任何通知均須以書面作出，並僅可以親身交付或郵遞送交本行為客戶提供有關本行服務的分行經理，且僅於實際收取後方為有效。

17. 可分割性

- 倘本協議某條文於任何司法管轄區屬於或成為不合法、無效或不可執行，其將不會影響：
(a) 本協議任何其他條文於該司法管轄區的有效性或可執行性；或
(b) 該條文或本協議任何其他條文於其他司法管轄區的有效性或可執行性。

18. 第三者權利

除非本協議另有明確的相反規定，否則，除本行及客戶以外的任何其他人在《合約（第三者權利）條例》（香港法例第623章）下均不享有強制執行本協議任何條款或從該等條款中受益之任何權利。不論本協議任何其他條文的規定，在任何時候放棄或變更本協議均無需取得並非本協議當事方之任何人的同意。

19. 適用法律及司法管轄權

- 19.1 本協議受香港法律管轄並根據香港法律釋義。
- 19.2 香港法院擁有解決就本協議引起或與其有關的任何爭議的司法管轄權，因而可於該等法院提出就本協議引起或與其有關的訴訟（「訴訟」）。客戶不可撤銷地接受該等法院的非專屬性司法管轄權管轄，並放棄以地點為理由或以訴訟於不方便的訴訟地提出為理由反對於該等法院進行訴訟。客戶乃為本行的利益而接受有關管轄，其將不會限制本行於任何其他適用司法管轄區的法院提出訴訟的權利，而於一個或以上的司法管轄區提出訴訟將不會妨礙於任何其他司法管轄區提出訴訟（無論同時與否）。

20. 適用語言

本協議的英文版本為管限版本，其中文譯本僅供參考。本協議的中英文版本如有任何分歧，概以英文版本為準。

21. 披露

- 21.1 客戶向本行提供的任何個人資料（定義見個人資料（私隱）條例（香港法例第486條））須根據本行不時向客戶發出並載入本協議作參考的“個人資料（私隱）條例通告”作出處理。
- 21.2 客戶確認及同意，本行可不時向其任何分行、辦事處、附屬公司或聯屬公司或控股公司或該控股公司的任何附屬公司或聯屬公司（「中國信達(香港)控股有限公司」）披露及轉移客戶向本行提供或本行從其他途徑所得悉的與本協議有關的所有資料或有關客戶於本行的賬戶及業務的其他資料（包括個人資料）（「客戶資料」）。客戶進一步同意本行或中國信達(香港)控股有限公司任何其他成員公司於任何司法管轄區的任何

法例、條例、法庭命令或任何監管機構要求或允許時披露客戶資料。

- 21.3 客戶確認，本行可利用本行任何分行、聯屬公司或代理人執行與投資有關的對沖、行政或處理工作，客戶謹此同意本行向本行有關分行、聯屬公司或代理人披露有關客戶於本行的賬戶及交易的資料。
- 21.4 倘客戶為有限責任公司，第21.1條將不適用。

22. 對話記錄

本行可以電子方式記錄客戶與本行之間的任何對話。客戶一經於本行作出投資，即同意進行有關記錄及將該等記錄及其文本作為任何訴訟的呈堂證據。

僅供本行使用				
CIF號碼	分行編號	職員編號	結構性投資及外匯掛鈎 投資賬戶號碼	S.V.

附錄一

適用於外匯掛鈎投資的條款及條件

下列條文適用於有關確認書中列明為外匯掛鈎投資的各項投資。

1. 定義

- 「**上限匯率**」就本金保證投資而言，指為釐定償還金額而於訂定期內任何時候或（視乎情況而定）於訂定日的訂定時間客戶所選擇的並為本行接納為其中一個匯率限額的貨幣對之間的匯率；
- 「**貨幣對**」就本金保證投資而言，指就釐定投資的償還金額所選擇的一對貨幣；
- 「**投資貨幣**」指確認書中列明存入本行的投資的貨幣，其須為掛鈎貨幣以外的合資格貨幣（倘適用）。
- 「**合資格貨幣**」指本行不時認為合資格作為雙貨幣投資或（視乎情況而定）本金保證投資的貨幣；
- 「**訂定日**」就雙貨幣投資而言，指投資期間內倒數第二个工作日或本行釐定的其他工作日；及就本金保證投資而言（倘適用），指客戶與本行協議為訂定期的最後一日的日期或（視乎情況而定）釐定結算匯率的日期；
- 「**結算匯率**」就雙貨幣投資而言，指本行於訂定日的訂定時間所釐定及就釐定償還金額知會客戶的投資貨幣與掛鈎貨幣之間的兌換率；及就本金保證投資而言，指本行於訂定日的訂定時間所釐定的及就釐定償還金額知會客戶的貨幣對之間的兌換率；
- 「**訂定期**」就本金保證投資而言，指客戶與本行協議的期間，由指示日期起至訂定日的訂定時間為止，期內現貨匯率將與上限匯率及下限匯率或（視乎情況而定）開首協定匯率作出比較；
- 「**訂定時間**」就雙貨幣投資而言，指客戶與本行協議為於訂定日釐定結算匯率的時間；及就本金保證投資而言，指訂定期結束的訂定日的時間，或（視乎情況而定）客戶與本行就釐定結算匯率協議的訂定日的時間；
- 「**下限匯率**」就本金保證投資而言，指為釐定償還金額而於訂定期內任何時候或（視乎情況而定）於訂定日的訂定時間客戶所選擇的並為本行同意為其中一個匯率限額的貨幣對之間的匯率；
- 「**高息率**」指於以下第3.2(b)(i)條載列的情況下適用於投資的利率；
- 「**開首協定匯率**」指：
- (a) 就雙貨幣投資而言，本行釐定及客戶於指示日期同意的投資貨幣與掛鈎貨幣之間的兌換率，誠如確認書中列明，本行將於訂定日利用該匯率計算償還金額；及
- (b) 就本金保證投資而言，倘適用，用於與結算匯率作出比較的貨幣對之間的兌換率或（視乎情況而定）確認書中列明於訂定期內就釐定償還金額的現貨匯率；
- 「**利息金額**」指就有關投資期的投資而言，本行於訂定日釐定並為客戶所同意的應付利息金額；
- 「**息率**」就雙貨幣投資而言，指本行釐定及客戶同意為適用於投資的利率，及就本金保證投資而言，指根據以下第3.2條釐定的高息率或低息率（倘適用）；
- 「**掛鈎貨幣**」指客戶與本行協議為與雙貨幣投資掛鈎的另一貨幣，其須為投資貨幣以外的合資格貨幣；
- 「**低息率**」指於以下第3.2(b)(ii)條載列的情況下適用於投資的利率；
- 「**本金保證率**」（倘適用）就本金保證投資而言，指客戶與本行協議的本金金額百份比，其可根據確認書中列明的條款成為於到期日償還客戶的償還金額；
- 「**現匯市場**」就本金保證投資而言，指全球現貨外匯市場，就該等目的，須被視為由任何一週內的星期一悉尼時間上午五時正起至該週內的星期五紐約時間下午五時正一直開放；
- 「**現貨匯率**」就本金保證投資而言，指本行於任何特定時間、真誠地及以商業上可接受的方式經參考涉及該兩種貨幣的現匯市場的外匯交易或涉及該兩種貨幣的匯率後釐定貨幣對之間的兌換率；
- 「**觸發匯率**」就本金保證投資而言，指為釐定償還金額由客戶所選擇的並為銀行接納為貨幣對之間的匯率。

2. 雙貨幣投資

- 2.1 就雙貨幣投資，客戶須於指示表格列明或（須待本行酌情批准）以電話向本行口頭引述（其中包括）投資的以下詳情：
- (a) 投資貨幣；
- (b) 掛鈎貨幣；
- (c) 投資期；
- (d) 開首協定匯率；
- (e) 息率；及
- (f) 訂定日及訂定時間。
- 2.2 倘有關投資的確認書列明投資為雙貨幣投資：
- (a) 利率須為確認書中所列明者；及
- (b) 償還金額須釐定如下：
- (i) 倘確認書中所列明就釐定償還金額的特定條件獲達成，償還金額須為代表以開首協定匯率兌換為掛鈎貨幣的本金金額及利息金額的掛鈎貨幣金額；或
- (ii) 倘確認書中所列明就釐定償還金額的其他條件獲達成，償還金額須為以投資貨幣計算的本金金額及利息金額的總和。

3. 本金保證投資

- 3.1 就本金保證投資而言，客戶須於指示表格列明或（須待本行酌情批准）以電話向本行口頭引述（其中包括）投資的以下詳情：
- (a) 投資貨幣；
- (b) 貨幣對；

- (c) 投資期；
 - (d) 訂定期、訂定日及訂定時間（倘適用）；
 - (e) 本金保證率（倘適用）；
 - (f) 上限匯率及下限匯率，觸發匯率或開首協定匯率（倘適用）；及
 - (g) 高息率及／或低息率（倘適用）。
- 3.2 倘有關投資的確認書列明投資為本金保證投資：
- (a) 利率須為確認書中所列明者；及
 - (b) 償還金額須釐定如下：
 - (i) 倘確認書中所列明就釐定償還金額的特定條件獲達成，償還金額須為以投資貨幣計算的本金金額加利息金額的總和，而利率將為高息率；或
 - (ii) 倘確認書中所列明就釐定償還金額的其他條件獲達成，償還金額須為 (i) 以投資貨幣計算的本金金額及利息金額的總和，而利率將為低息率；或（視乎情況而定）(ii) 僅為以投資貨幣計算的按本金保證率計算之金額。

4. 外匯掛鈎投資的風險披露

- (a) 外匯掛鈎投資的回報限於應付的利息面值，而該利息將在某程度上受若干指定的貨幣匯率的變動影響。雖然獲得的回報可能會比傳統定期存款為高，但一般都承受較高的風險。當貨幣匯率的浮動與客戶的預期有所不同時，客戶可能需承擔所帶來的開支、損失及虧損。若投資經本行同意而於到期前取消，則客戶可能亦需承擔所涉及的費用。相對的開支、損失及虧損可能減低客戶可取回的投資的回報及本金金額。
- (b) 貨幣匯率受多種因素影響，包括國家及國際金融及經濟條件及政治及自然事件的發生。有時正常市場力量會受中央銀行或其他體系所干擾。有時匯率及有關的價目會驟升或驟跌。
- (c) 某政府可能會在很少或沒有警告的情況下加設外匯管制或其他貨幣政策。該等政策可能對某貨幣的可兌換性有重大影響，從而對外匯掛鈎投資產生未能預計的影響。
- (d) 就本金保證投資而言，只有投資的利息或收益可能受有關的匯率的變動影響，而所投資的本金金額將全數或以本金保證率（可能低於100%）於投資期完結時償付。受下文所限，若客戶選擇少於100%的本金保證率，本金保證投資的總回報可以是負數（若以投資貨幣計算），而在有關匯率有不利的變動的情況下，更可能比一般的定期存款的回報更明顯地低。若本金保證投資於其預定的到期日前償付，由於提早償付而引致的變動可能導致負數的回報。
- (e) 就雙貨幣投資而言，本金金額本身可能受有關的貨幣匯率的變動影響，亦可能以另一種貨幣償付。雙貨幣投資的總回報可能會是負數（若以投資貨幣計算），而視乎投資的特定條款而定，到期日時償付的本金價值可能在有關匯率有不利的變動時比投資的價值明顯地更少。