

Important Notice

重要通知

The T&Cs for Fx Transactions (as defined below) will create legal obligations and liabilities on your part. You are strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before you agree to be bound by the T&Cs for Fx Transactions.

外匯交易條款及細則(如下方定義)將對閣下/貴公司產生法律義務及責任。銀行強烈建議閣下/貴公司細心閱讀及了解本條款及細則，並於同意受外匯交易條款及細則約束前，尋求獨立之法律意見。

TERMS AND CONDITIONS FOR FOREIGN EXCHANGE TRANSACTIONS

外匯交易條款及細則
(the “T&Cs
for Fx Transactions”)
 (“外匯交易條款及細則”)

GENERAL PROVISIONS FOR FOREIGN EXCHANGE TRANSACTIONS

外匯交易一般條文

All foreign exchange transactions involving sale, purchase, exchange or dealing in and of any currency effected, conducted or entered into by the Client with the Bank in any Account opened and maintained by the Bank with the Client shall be subject to the T&Cs for Fx Transactions which form an integral part of the T&Cs of General Banking Service and/or the T&Cs of Investment Service and/or the T&Cs for OTC Derivatives (as appropriate).

所有客戶與銀行實施、進行及訂立的外匯交易：包括出售、購買、交換或買賣任何貨幣，該等交易須以外匯交易條款及細則訂立合約，並且受限於此等作為一般銀行服務條款及細則、投資服務的條款及細則、及/或場外交易衍生工具條款及細則(的適用者)的構成部份之外匯交易條款及細則。

In the event of any inconsistency between the T&Cs for Fx Transactions and the T&Cs of General Banking Service or the T&Cs of Investment Service or the T&Cs for OTC Derivatives, the provisions in the T&Cs for Fx Transactions shall prevail.

如外匯交易條款及細則及一般銀行服務條款及細則或投資服務條款及細則或場外交易衍生工具條款及細則有任何歧義，應以外匯交易條款及細則為準。

CATHAY UNITED BANK COMPANY, LIMITED, HONG KONG BRANCH, a branch of a company with limited liability incorporated in Taiwan

國泰世華商業銀行股份有限公司香港分行為一家於台灣註冊成立的有限責任公司之分支機構

1. DEFINITIONS AND INTERPRETATIONS

定義及釋義

- 1.1 In the T&Cs for Fx Transactions, except as the context may otherwise require or provide, all words and expressions defined in the T&Cs of General Banking Service and the T&Cs of Investment Service and the T&Cs for OTC Derivatives shall have the same meanings when used herein.

在外匯交易條款及細則中，除非文意另有所指或規定，否則在一般銀行服務條款及細則、投資服務條款及細則及場外交易衍生工具條款及細則中界定的所有字詞及用語，用於外匯交易條款及細則時具有相同涵義。

- 1.2 In the T&Cs for Fx Transactions,
在外匯交易條款及細則中，

“Account” 「帳戶」	means any account(s) of whatever nature or with whatever title maintained or to be maintained by the Bank for the Client. 指銀行以或將以客戶名義在銀行開立的任何性質或任何所有權的帳戶。
“Account Opening Form” 「開戶申請書」	means the documents in the form prescribed by the Bank from time to time for opening account(s) with the Client. 指不時由銀行指定格式的與客戶開戶的文件。
“Agreement” 「本協議」	means the agreements for the Account and the FX Transaction entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Opening Form, the T&Cs for Fx Transactions and any authority delegated and mandate given and all other documents signed by the Client to the Bank in respect of the Account and the FX Transaction or any one of them. 指客戶與銀行就關於帳戶及外匯交易所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於開戶申請書、外匯交易條款及細則及客戶就帳戶及外匯交易而授予銀行的任何受權書及簽署予銀行的所有其他文件或任何上述一項。
“American-style Option”	means an Option which allows the Buyer to exercise the Option at any time up to and including the date of the

「美式期權」	<p>Option's expiration.</p> <p>指允許買方在截至期權屆滿日期（包括該日）任何時間行使的期權。</p>
<p>“Authorized Person” 「獲授權人士」</p>	<p>means, the person(s) authorized by the account holder(s) and accepted by the Bank for or in connection with the establishment, operation, maintenance or closing of the Account or any FX Transaction from time to time.</p> <p>指不時為開立、操作、保持或結清帳戶或進行任何外匯交易而由銀行帳戶持有人授權及由銀行接納的人員。</p>
<p>“Bank” 「銀行」</p>	<p>means Cathay United Bank Company, Limited, Hong Kong Branch and any of its offices or sub-branches in Hong Kong and includes its successors or assigns.</p> <p>指國泰世華商業銀行股份有限公司香港分行及其在香港的任何辦事處或支行，並且包括其繼承人或受讓人。</p>
<p>“Business Day” 「營業日」</p>	<p>means any day (other than Saturday, Sunday or public holidays or a day on which a black rainstorm warning or a number 8 or higher typhoon signal is hoisted before 2:00 p.m. in Hong Kong) on which the Bank is open for business and the relevant Foreign Currency is available to the Bank from an entity from or to whom the Bank may buy or sell such Foreign Currency .</p> <p>指銀行開門營業（星期六、星期日、公眾假期及香港下午二時前發出黑色暴雨警告或八號或以上颱風信號的日子除外），而且能夠從與銀行買賣有關外幣的實體存取該外幣的任何日子。</p>
<p>“Buyer” 「買方」</p>	<p>means the purchaser or the owner of an Option, who pays the Premium to the Seller pursuant to the terms and subject to the conditions of an Option.</p> <p>指期權的購買者或擁有人，其根據期權的條款及條件向賣方支付期權金。</p>
<p>“Call Option” 「認購期權」</p>	<p>means an Option entitling, but not obligating (except upon exercise), the Buyer to purchase from the Seller at the Strike Price a specified quantity of the Call Currency subject to the terms and the conditions of the Option.</p> <p>指賦予買方權利但非義務（行使時除外）根據期權的條款及細則以行使價向賣方購買指定數目的認購貨幣的期權。</p>

<p>“Call Currency” 「認購貨幣」</p>	<p>means, in respect of an Option, the currency that the Buyer has the option to purchase from the Seller. 就期貨而言，指買方有權選擇向賣方購買的貨幣。</p>
<p>“Client” 「客戶」</p>	<p>means the person or each person in whose name an Account is opened or maintained and, where the context permits, includes the Authorized Persons. 指銀行以其名義為其開立或維持銀行帳戶或為其設立或提供銀行服務的人士或每位人士，及如文意許可，包括獲授權人士。</p>
<p>“Client’s Currency” 「客戶貨幣」</p>	<p>means the currency in immediately available and collected funds to be delivered by the Client under the relevant FX Transaction. 指客戶在有關外匯交易項下應交付的可即時動用及已收取的貨幣。</p>
<p>“Confirmation” 「確認書」</p>	<p>means a written notice sent from time to time by the Bank to the Client in relation to any FX Transaction between the Parties and other adjustments by the Bank to the Client’s Account with the Bank in relation to any FX Transaction. 指銀行不時向客戶發出關於雙方的任何外匯交易的書面通知，及關於銀行就任何外匯交易對客戶在銀行開立的賬戶作出的其他調整的書面通知。</p>
<p>“currency” 「貨幣」</p>	<p>means the lawful money of any country, including composite currency, such as Euro. 指任何國家的合法貨幣，包括綜合貨幣，例如歐元。</p>
<p>“Currency Pair” 「貨幣對」</p>	<p>means the two currencies which may be exchanged in connection with any FX Transaction, and with respect to an Option, one of which shall be the Put Currency and the other the Call Currency. 指任何外匯交易中可交換的兩種貨幣，如屬期權，其中一種應為認沽貨幣，而另一種應為認購貨幣。</p>
<p>“Delivery Date” 「交付日期」</p>	<p>means the Business Day on which (a) the Bank must deliver Foreign Currency to the Client (or as the Client otherwise designates) if the Client is buying or receiving Foreign Currency or (b) the Bank must deliver U.S. Dollars to the Client if the Client is selling or delivering Foreign Currency to the Bank.</p>

指 (a) 銀行必須向購買或接收外幣的客戶 (或客戶另行指定者) 交付外幣的營業日，或 (b) 銀行必須向出售或交付外幣予銀行的客戶交付美元的營業日。

“Dissolution”

「解散」

of a person also includes the winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, resident, carries on business or has assets and “**dissolved**” shall be construed accordingly.

就人士而言，包括該人士的清算、清盤或破產，以及在該人士註冊成立、居籍、居住、經營業務或擁有資產的任何司法管轄區的法律下，任何同等或類似的程序及“解散”的動詞應如是解釋。

“Encumbrance”

「產權負擔」

means any mortgage, charge, pledge, lien, assignment by way of security, financial lease, deferred purchase, sale-and-repurchase or sale-and-leaseback arrangement, hypothecation, retention of title by a vendor or other security interest given or arising in respect of any assets, and any arrangement the effect of which is to prefer any creditor or any agreement for any of the same.

指就任何資產給予或產生的任何按揭、押記、質押、留置權、藉抵押轉讓、財務租賃、遞延購買、售後回購或售後租回安排、不交抵押物抵押、賣家保留所有權，或其他抵押權益，及其效果是給予任何債權人優先權的任何安排或就上述任何一項訂立的任何協議。

“European-style Option”

「歐式期權」

means an Option which allows the Buyer to exercise the Option only on the date of the Option’s expiration.

指僅允許買方在期權屆滿日期行使的期權。

“Expiry Date”

「屆滿日期」

means the last date on which an Option can be exercised as agreed upon by the Parties on the date that the Parties enter into such Option, and unless otherwise specified in the T&Cs for Fx Transactions, an Option will expire at close of business of the Bank on such date.

指雙方在訂立期權之日同意的可行使該期權的最後日期，而除非外匯交易條款及細則另有訂明，否則期權將於該日期銀行營業時間結束之時屆滿。

“Fixing Date”

means (a) with respect to a NDF, the day when

「定價日期」

comparison between the NDF Rate and the prevailing Spot Price is made and (b) with respect to an NDO, the day when comparison between the Strike Price and the Spot Price is made; and unless the Confirmation of a NDF or NDO otherwise provides, the Fixing Date for a NDF or NDO will be two (2) Business Days prior to the Settlement Date for such NDF or NDO; and the time when such comparison is made (“**Fixing Time**”) shall be the time as specified in the Confirmation for the relevant FX Transaction.

指 (a) 就不交收遠期合約而言，比較不交收遠期合約匯率及現行現貨價的日子，及 (b) 就不交收期權而言，比較行使價及現貨價的日子；除非不交收遠期合約或不交收期權的確認書另有規定，否則不交收遠期合約或不交收期權的定價日期，是該不交收遠期合約或不交收期權的結算日期前兩 (2) 個營業日；而進行上述比較的時間 (「定價時間」) 為有關外匯交易的確認書指明的時間。

“Foreign Currency”

「外幣」

means any currency (other than Hong Kong Dollars) and accounting units accepted internationally as equivalent to currency, which the Bank agrees are available for the purposes of services of the Bank.

指銀行同意可用於銀行服務的任何貨幣 (港元除外) 及國際上接受等同於貨幣的會計單位。

“FX Transaction”

「外匯交易」

means the Client's commitment or option either to make a delivery of a currency under or to cash settle a transaction with the Bank for a set amount of a Foreign Currency on or by a given date and is :

指客戶就一項與銀行進行的既定外幣金額的交易，在指定日期或之前交付貨幣或以現金結算的承諾或選擇權：

(a) a “ **Value Spot Transaction**” if the Bank is to deliver a currency to the Client for a set price no more than two (2) Business Days after the Transaction Date;

如銀行應在交易日期後不超過兩 (2) 個營業日以既定價格向客戶交付貨幣，即屬「**現貨交收交易**」；

(b) a “**Value Tomorrow Transaction**” or “**Value Tom Transaction**” if the Bank is to deliver a currency to the Client for a set price no more than one (1) Business Day after the Transaction

Date;

如銀行應在交易日期後不超過一（1）個營業日以既定價格向客戶交付貨幣，即屬「翌日交收交易」；

- (c) a “**Value Today Transaction**” if the Bank is to deliver a currency to the Client for a set price on the Transaction Date;

如銀行應在交易日期以既定價格向客戶交付貨幣，即屬「即日交收交易」；

- (d) a “**Forward Transaction**” if the Bank is to deliver a currency to the Client for a set price at a specified date in the future more than two (2) Business Days after the Transaction Date;

如銀行應在交易日期後超過兩（2）個營業日的未來指定日期以既定價格向客戶交付貨幣，即屬「遠期交易」；

- (e) a “**Forward Window Transaction**” if the Bank's delivery of the currency to the Client for a set price is to be on any one or more Business Days between Window Dates;

如銀行應在兩個窗口日期之間的任何一個或多個營業日以既定價格向客戶交付貨幣，即屬「遠期窗口交易」；

- (f) a “**Non-Deliverable Forward Transaction**” or “**NDF**” if the transaction must be cash settled in U.S. Dollars at a price to be determined at a specified date in the future more than two (2) Business Days after the Transaction Date;

如必須以交易日期後超過兩（2）個營業日的未來指定日期所釐定的價格，以美元現金結算交易，即屬「不交收遠期交易」；

- (g) a “**FX Swap**” if the Bank and the Client agree to simultaneously buy and sell identical amounts of one currency for another with two different value dates;

如銀行及客戶同意同時買入一種貨幣並出售金額相同、估值日期不同的另一種貨幣，即屬「外匯掉期」；

- (h) an “**Option**” if the Client or the Bank has the option on a date or dates (the “**Exercise Date**”) to sell (or put) a currency to the other Party or to buy (or call) on the other Party to deliver to it a

specified currency in exchange for delivery of another currency at the Strike Price; and
如客戶或銀行可選擇在一個或多個日期（「行使日期」）出售（認沽）一種貨幣予對方，或向對方買入（認購）以收取指定貨幣，以換取按行使價交付另一貨幣，即屬「期權」；及

- (i) a “**Non-Deliverable Option**” or “**NDO**” in the case of an Option that must be cash settled in U.S. Dollars upon exercise.

如屬行使時必須以美元現金結算的期權，即屬「不交收期權」。

"Hong Kong"
「香港」

means the Hong Kong Special Administrative Region of China.

指中國香港特別行政區。

"Hong Kong Dollars"
「港幣」

means the lawful currency for the time being of Hong Kong.

指現時香港的合法貨幣。

"Hong Kong Regulators"
「香港監管部門」

means the Hong Kong Monetary Authority and/or any other regulator in Hong Kong having jurisdiction over the FX Transactions.

指香港金融管理局及 / 或香港任何其他對外匯交易具有管轄權的監管部門。

"Instruction"
「指示」

means any instruction, request or order communicated by the Client or its Authorized Person to the Bank regarding any FX Transaction in accordance with the T&Cs for Fx Transactions.

指客戶或其獲授權人士根據外匯交易條款及細則就任何外匯交易向銀行傳達的任何指示、要求或命令。

"In-the Money Settlement Amount"
「價內結算金額」

means, in the case of a Non-Deliverable Option or NDO, as of the date of determination (a) if a Call Option, the excess of the Spot Price over the Strike Price for the Call Currency, all quoted in the other currency that is the subject of such Call Option and (b) if a Put Option, the excess of the Strike Price over the Spot Price for the Put Currency, all quoted in the other currency that is the subject of such Put Option, and unless otherwise expressly provided in a Confirmation shall be payable in U.S. Dollars (calculated at the then applicable spot rate if expressed in a currency other than U.S. Dollars).

如屬不交收期權，指釐定日期的以下金額：(a) 如屬認購期權，認購貨幣現貨價超過行使價的金額，全部以該認購期權的另一標的貨幣報價，及 (b) 如屬認沽期權，認沽貨幣行使價超過現貨價的金額，全部以該認沽期權的另一標的貨幣報價；除非在確認書中另有明確規定，否則應以美元支付（如以美元以外的貨幣表示，則按當時適用的現貨匯率計算）。

“Liabilities”

「負債」

means all moneys, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Client to the Bank, its nominee, subsidiary or other associated company in connection with the Account and/or the Agreement or for which the Client may otherwise be or become liable to the Bank on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by the Bank, its nominee, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations.

指客戶（不論單獨或與任何其他人士共同，亦不論以任何名義、稱號或商號）與賬戶及 / 或本協議有關或因任何原因或以任何方式或貨幣須向或成為須向銀行負責，而欠下、結欠銀行、其代名人、附屬公司或其他聯屬公司或銀行、其代名人、附屬公司或其他聯屬公司蒙受的所有實際或或有、現時或未來的款項、負債及債務，連同自要求付款日期起至付款日期止的利息、法律費用，及銀行、其代名人、附屬公司或其他聯屬公司就追討或試圖追討上述款項、負債及債務而招致的所有其他費用、收費及開支。

“NDF Rate”

「不交收遠期匯率」

means the currency exchange rate specified in the Confirmation for a NDF for fixing the amount to be payable or receivable by the Client on the Settlement Date of such NDF.

指不交收遠期交易確認書中指明用作確定客戶在該不交收遠期交易的結算日期應付或應收金額的貨幣匯率。

“NDF Settlement

means, as of the Fixing Time for a NDF, the difference

<p>“Amount” 「不交收遠期交易結算金額」</p>	<p>between (a) the U.S. Dollar amount that would be payable by the Client under such NDF if such amount were not netted against the amount payable by the Bank and (b) the U.S. Dollar amount that would be payable by the Bank under such NDF if such amount were not netted against the amount payable by the Client, all as calculated by the Bank, in its sole discretion, based on the then prevailing market rates.</p> <p>指在不交收遠期交易的定價時間，以下兩個金額的差額：(a) 在未扣除銀行應付金額的情況下，客戶在該不交收遠期交易項下應付的美元金額，及 (b) 在未扣除客戶應付金額的情況下，銀行在該不交收遠期交易項下應付的美元金額；全部由銀行根據當時現行市場匯率單獨酌情計算。</p>
<p>“Netting” 「淨額結算」</p>	<p>means the Parties settling their respective delivery and payment obligations on a net basis after off-setting of delivery and payment obligations to each other under the terms and subject to the conditions of the Agreement.</p> <p>指雙方在抵銷彼此根據本協議條款及條件的交付及付款責任後，以淨額基礎結算各自的交付及付款責任。</p>
<p>“Off-set” or “Off-setting” 「抵銷」</p>	<p>means the Parties off-set and terminate their respective rights and obligations to each other in relation to any Option.</p> <p>指雙方就任何期權抵銷及終止各自對對方的權利及責任。</p>
<p>“Parties” 「雙方」或「各方」</p>	<p>means the Bank and the Client and “Party” means either of them.</p> <p>指銀行及客戶，而「一方」指其中一方。</p>
<p>“Premium” 「期權金」</p>	<p>of an Option means the price of an Option that the Buyer pays and the Seller receives for the rights conveyed by the Option and that is payable as set forth in the Confirmation for such Option, and unless otherwise agreed by the Parties and stated in a Confirmation, shall be paid in U.S. Dollars upon execution of a FX Transaction.</p> <p>就一項期權而言，指買方為了該期權給予的權利支付而賣方收取的、列於該期權確認書的期權價格，除非雙方另行同意及在確認書中註明，否則須在外匯交易訂立時</p>

以美元支付。

“Put Currency”
「認沽貨幣」

means, in respect of an Option, the currency that the Buyer has the option to sell to the Seller.
就期權而言，指買方可選擇出售予賣方的貨幣。

“Put Option”
「認沽期權」

means an Option entitling, but not obligating (except upon exercise), the Buyer to sell to the Seller at the Strike Price a specified quantity of the Put Currency on the terms and subject to the conditions of the Option.
指賦予買方權利但非義務（行使時除外）根據期權的條款及細則以行使價向賣方出售指定數目的認沽貨幣的期權。

“Risk Disclosure Statement”
「風險披露聲明」

means the Risk Disclosure Statement in Part II of the T&Cs for Fx Transactions.
指外匯交易條款及細則第二部份的風險披露聲明。；

“Seller”
「賣方」

means the seller of or the party granting an Option, who receives the Premium from the Buyer pursuant to the terms and subject to the conditions of an Option.
指期權賣方或授予期權的一方，其根據期權的條款及細則從買方收取期權金。；

“Settlement Date”
「結算日期」

means the date on which (a) Client's Currency is due to the Bank, (b), with respect to a NDF, on which payment or delivery is to be made by either Party and (c) with respect to an Option, if exercised, on which Currency Pairs are exchanged or the In-the Money Settlement Amount is paid or received by either Party in U.S. Dollars except as may be otherwise provided in the T&Cs for Fx Transactions or any Confirmation; and if such date would fall on a day other than a Business Day, the Settlement Date will be the next Business Day.
指 (a) 到期向銀行支付客戶貨幣的日期，(b) 就不交收遠期交易而言，任何一方應付款或交付的日期，及 (c) 就期權而言（若行使），貨幣對交換或任何一方以美元支付或收取價內結算金額的日期，但外匯交易條款及細則或任何確認書另有規定除外；若該日期並非營業日，則順延至下一個營業日。

“Spot Price”
「現貨價」

means the currency exchange rate determined by the Bank for any FX Transaction in the relevant Currency Pair on the Settlement Date.

指銀行就任何外匯交易在結算日期釐定的有關貨幣對的貨幣匯率。

“Strike Price”

「行使價」

means, with respect to any Option, the currency exchange rate specified in the Confirmation at which the Currency Pair will be exchanged upon exercise.

就任何期權而言，指確認書中指明在期權行使時貨幣對交換所採用的貨幣匯率。

“Transaction Date”

「交易日期」

means, with respect to any FX Transaction, the date thereof.

就任何外匯交易而言，指該外匯交易的日期。

“U.S. Dollar(s)”

「美元」

means United States Dollar(s).

指美元。

“Window Date”

「窗口日期」

means the beginning date (“**Beginning Window Date**”) and the ending date (“**Ending Window Date**”) during which period Client may select as the Delivery Date on a Forward Window Transaction such that the Beginning Window Date shall be any Business Day after the Transaction Date and the Ending Window Date shall be the final maturity date of the Forward Window Transaction and shall be a Business Day.

指開始日期（「**窗口開始日期**」）及結束日期（「**窗口結束日期**」），客戶可就遠期窗口交易選擇在此期間的交付日期，即窗口開始日期為交易日期後的任何營業日，而窗口結束日期為遠期窗口交易的最後到期日並且是營業日。

- 1.3 The clause headings in the T&Cs for Fx Transactions are for convenience only and shall not affect the interpretation or construction of the T&Cs for Fx Transactions and have no legal effect.

在外匯交易條款及細則中的條款標題僅為方便而加添，不影響外匯交易條款及細則的解釋或詮釋，亦沒有法律效力。

- 1.4 References in the T&Cs for Fx Transactions to the singular shall include references to the plural and vice versa and pronouns of either gender or neuter shall include the other pronoun forms as the context requires.

在外匯交易條款及細則中，表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性或中性的詞語，按上下文不同的要求，包括其他性別之意思。

- 1.5 References in the T&Cs for Fx Transactions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to the T&Cs for Fx Transactions. However, the words "herein", "hereof" and "hereunder" and other words of similar import refer to the T&Cs for Fx Transactions as a whole and not to any particular clause or other subdivision of the T&Cs for Fx Transactions.
- 除非另有說明，於外匯交易條款及細則對條款及分條款的援引應被解釋為對外匯交易條款及細則內的條款及分條款的援引。但是，「於此」的詞語及其他具有類似含義的詞語，是指外匯交易條款及細則的整體，而不是外匯交易條款及細則的任何特定條款或其他分部份。
- 1.6 References in the T&Cs for Fx Transactions to any Party shall be deemed to be references to or to include their respective successors, personal representatives and permitted assigns.
- 於外匯交易條款及細則對任何一方當事人的援引應被解釋為對及包括其繼承人、遺產代表人及許可受讓人的援引。
- 1.7 Reference in the T&Cs for Fx Transactions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
- 於外匯交易條款及細則對任何條例的援引應被解釋為對及包括不時修改、延展、重訂的該法例及其規則及規例的援引。
- 1.8 References in the T&Cs for Fx Transactions to "**the T&Cs for Fx Transactions**" or any other documents shall, except otherwise expressly provided, include references to the T&Cs for Fx Transactions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements the T&Cs for Fx Transactions or any such other documents.
- 於外匯交易條款及細則中對「**外匯交易條款及細則**」或其他文件的援引，除非另有規定，應被解釋為對及包括外匯交易條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就外匯交易條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件的援引。
- 1.9 References in the T&Cs for Fx Transactions to the "**Bank**", "**we**", "**our**", "**ours**" or "**us**" are to be construed as references to "Cathay United Bank Company, Limited, Hong Kong Branch" and references in the T&Cs for Fx Transactions to the Client", "**you**", "**your**" or "**yours**" are to be construed as references to Client(s) who maintain(s) the Account with or the FX Transaction provided by "Cathay United Bank Company, Limited, Hong Kong Branch" from time to time.
- 於外匯交易條款及細則對「**銀行**」或「**吾等**」的援引應被解釋為對「**國泰世華銀行有限公司香港分行**」的援引及於外匯交易條款及細則對「**客戶**」、「**貴公司**」或「**閣下**」的援引應被解釋為對不時於「**國泰世華商業銀行股份有限公司香港分行**」開立帳戶或

使用由「國泰世華商業銀行股份有限公司香港分行」提供的外匯交易之客戶的援引。

- 1.10 The terms “**shall**”, “**will**” and “**agree**” are mandatory, and the term “**may**” is permissive.
「應」、「須」及「同意」的術語是強制性的，「可」的術語是容許性的。
- 1.11 “**amendment**” includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and “**amended**” will be construed accordingly.
「修訂」的名詞包括一項補充、約務更替、延期(不論到期日或其他情況)、重述、重訂或替代(不論是基本的及不論是否更嚴苛的)及「修訂」的動詞應作如是解釋。
- 1.12 “**assets**” include present and future properties, revenues and rights of every description.
「資產」包括現在及將來的財產、收入及權利的每種描述。
- 1.13 A “**day**” shall mean a calendar day unless utilized in the defined term Business Day.
除非在定義詞語的營業日使用，否則「日期」是指曆日。
- 1.14 A “**disposal**” of assets includes a sale, transfer and any other kind of disposal of, and the grant of any option in respect of, any right or interest, legal or equitable, in such assets, and any agreement for any of the foregoing (and “**dispose**” shall be construed accordingly).
資產的一項「處置」包括該等資產的一項出售、轉讓及任何其他方式的處置、關於該等資產的法律或衡平法的任何權利或權益的期權的授予及任何上述事項的任何協議(及「處置」的動詞應予以相應解釋)。
- 1.15 A “**guarantee**” includes reference to any indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay an indebtedness, and “**to guarantee**” (and all conjugations thereof) and “**guaranteed**” shall be construed accordingly.
一項「擔保」包括對財務損失的任何彌償或其他保證，包括因任何人士未能支付債務而引起購買資產或服務的義務，及「提供擔保」(以及所有詞形變化)及「被擔保」應予以相應解釋。
- 1.16 The words “**include**” and “**including**” are to be construed “**include/including without limitation**”.
「包括」應被解釋為「包括但不限於」。
- 1.17 “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.
「債務」包括任何付款或償還責任(無論作為主債務人或一名擔保人而招致的)，不論是現在或將來的、實際或或然的。

- 1.18 The word “**or**” is not exclusive.
「或」此一字詞沒有排他性。
- 1.19 A “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not have separate legal personality).
「人士」包括任何個人、商號、公司、法人團體、政府、國家或國家機關或任何協會、信託、聯營關係、財團或合伙企業（不論是否具備獨立法人身份）。
- 1.20 “**repay**” (or any derivative form thereof) shall subject to any contrary indication, be construed to include “prepay” (or, as the case may be, the corresponding derivative form thereof).
受限於任何相反的指示，「償還」（或其任何的衍生方式）應予解釋為包括「提前還款」（或，視情況而定，其相應的衍生字詞）。
- 1.21 “**rights**” includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).
「權利」包括（在每種情況下為任何性質的）權利、授權、酌情權、濟助、自主權、權力、地役權、準地役權及附屬權利。
- 1.22 Unless a contrary indication appears, any obligation of the Client under the Agreement which is not a payment obligation remains in force for so long as any payment obligation of the Client is, may be or is capable of becoming outstanding under the Agreement.
除非顯示一項相反的指示，如客戶於本協議項下的支付義務仍未償還或可能成為應付未付，客戶於本協議項下的付款義務以外的任何義務將繼續維持有效。
- 1.23 Where the Agreement specifies an amount in a given currency (the “**specified currency**”) “**or its equivalent**”, the “**equivalent**” is a reference to the amount of any other currency which, when converted into the specified currency utilizing the Bank’s spot rate of exchange for the purchase of the specified currency with that other currency at or about 11:00 a.m. on the relevant date, is equal to the relevant amount in the specified currency.
如果本協議指明某種貨幣（「指明貨幣」）的款項「或其等值款項」，則「等值款項」是指以銀行的即市貨幣兌換率於或大約於相關日期上午 11 時把任何其他貨幣購買指明貨幣時，等於以指明貨幣計值的相關款項的，以任何其他貨幣計值的款項。
- 1.24 Any payment date which is due to occur, or period which is due to end, or a day that is not a Business Day shall occur or end (as applicable) on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
任何到期發生的支付日期、到期完結的期間或非營業日的日期，於同一曆月（如有）的下一個營業日或（如沒有）前一個營業日發生或結束（如適用）。

2. THIRD PARTY RIGHTS

第三者權利

- 2.1 No provision of the T&Cs for Fx Transactions is intended to benefit any person not a party to the T&Cs for Fx Transactions; accordingly a person who is not a party hereto shall have no right, privilege or claim under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the provisions of the T&Cs for Fx Transactions or to exercise any right arising under the T&Cs for Fx Transactions against the Parties hereto, including the right to restrict or otherwise affect the exercise as between the Parties hereto of their rights and obligations inter se.

外匯交易條款及細則概無任何條文擬給予任何並非外匯交易條款及細則訂約方的人士任何利益；因此，並非外匯交易條款及細則訂約方的人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）享有任何權利、特權或申索、對外匯交易條款及細則的任何訂約方強制執行外匯交易條款及細則的任何條文或行使根據外匯交易條款及細則而起的任何權利，包括限制或以其他方式影響外匯交易條款及細則各方之間行使互相之間的權利及義務的權利。

3. APPLICABLE RULES AND REGULATIONS

適用規則及規例

- 3.1 Any FX Transaction made or entered into by the Bank on behalf of or with the Client and any Instruction shall be subject to, and in respect of the above, both the Bank and the Client shall be bound by: -

銀行代或與客戶作出或進行的任何外匯交易及任何指示，須遵守以下規則及規例，而銀行及客戶就上述各項而言受以下規則及規例約束：

- (a) the T&Cs for Fx Transactions;
外匯交易條款及細則；
- (b) the Bank's rules, regulations, procedures and policies from time to time in force;
不時有效的銀行的規則、規例、程序及政策；
- (c) the Banking Ordinance (Cap.155 of the Laws of Hong Kong) and all applicable laws, rules and regulations of Hong Kong; and
《銀行業條例》（香港法例第 155 章）及所有適用的香港法例、規則及規例；
及
- (d) all relevant laws, rules and regulations, banking practices and customs of the place or jurisdiction where payments are effected in connection with currency settlement.

就貨幣結算進行付款所在的地區或司法管轄區的所有相關法例、規則及規例、銀行常規及慣例。

- 3.2 Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of the T&Cs for Fx Transactions and anything contained in paragraphs (b), (c), and (d) of Clause 3.1, the Bank may, in its absolute discretion and without assuming any liability to the Client, take or refuse to take any action, or demand

the Client to take or refrain from taking any action to ensure compliance with the same. 儘管有上述規定，但如果外匯交易條款及細則任何條文與第 3.1 條 (b)、(c) 及 (d) 段所載任何內容有任何抵觸或不相符，銀行可絕對酌情決定，在不對客戶承擔任何責任的前提下，採取或拒絕採取任何行動，或要求客戶採取或拒絕採取任何行動，以確保遵守上述第 3.1 條 (b)、(c) 及 (d) 段。

4. FX TRANSACTIONS UNDER THE AGREEMENT

本協議項下的外匯交易

4.1 The Bank and the Client may enter into FX Transactions in accordance with the Agreement.

銀行及客戶可根據本協議進行外匯交易。

4.2 Notwithstanding Clause 4.1, the Bank may, in its absolute discretion decline to effect or enter into any FX Transaction without giving any reason therefor. The Bank shall not, in any circumstances, be liable (including liability for negligence) in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out of (directly or indirectly) or in connection with its not effecting or entering into any FX Transaction.

儘管有第 4.1 條規定，但銀行可絕對酌情決定拒絕執行或進行任何外匯交易，而無須說明原因。無論任何情況下，銀行概不就客戶直接或間接由於或關於銀行不執行或進行任何外匯交易而蒙受及 / 或招致的任何損失、損害、開支或利潤損失，而以任何形式向客戶負責（包括疏忽責任）。

5. AUTHORIZED PERSON

獲授權人士

5.1 Where the Client appoints an Authorized Person, the Client authorizes the Authorized Person to represent the Client in all matters in relation to all FX Transactions, in particular, to give Instructions and execute all agreements and documents in relation to the Agreement and the Account and its operation. All such FX Transactions, agreements and documents shall be absolutely and conclusively binding on the Client. The Client agrees that the Bank is entitled to act on the Instructions of the Authorized Person until the Client notifies the Bank in writing that the authority of the Authorized Person has been revoked or varied.

若客戶委任獲授權人士，客戶即授權該名獲授權人士在關於所有外匯交易的所有事宜上代表客戶，特別是就本協議及賬戶及其運作發出指示及簽署所有協議及文件。上述所有外匯交易、協議及文件無條件地及不可推翻地對客戶具約束力。客戶同意，銀行有權按照獲授權人士的指示行事，直至客戶書面通知銀行，表示該名獲授權人士的授權已撤銷或更改為止。

5.2 The Client undertakes with the Bank from time to time and at all times to ratify and confirm any Instruction whatsoever given or purported to be given by the Authorized

Person including but not limited to any Instruction which may be given or purported to be given between the revocation of the authority of the Authorized Person and the actual receipt of notice of such revocation by the Bank. The Client agrees that any Instruction given or purported to be given by the Authorized Person after revocation of the Authorized Person's authority (but before the actual receipt of notice of such revocation by the Bank) shall be absolutely and conclusively binding on the Client, and shall be valid and effectual in favour of the Bank.

客戶不時及在所有時間向銀行承諾，會追認及確認由或看來由獲授權人士發出的任何指示，包括但不限於由獲授權人士的授權被撤銷至銀行實際收到撤回通知的期間，任何由或看來由獲授權人士發出的指示。客戶同意，在獲授權人士的授權被撤銷後（但在銀行實際收到撤回通知前）任何由或看來由獲授權人士發出的指示，無條件地及不可推翻地對客戶具約束力，並對銀行有效及有作用。

- 5.3 Notwithstanding anything herein contained, the Client acknowledges and confirms that the Authorized Person is neither an employee nor agent of the Bank and there is no partnership or employment relationship between the Authorized Person and the Bank. The Authorized Person is appointed by the Client as agent and shall have full authority to act on behalf of the Client under the Agreement as if he were the Client himself, and shall have the authority to give good and valid receipt to any payment, monies, funds, properties or assets comprised in the Account made or given to the Authorized Person. Any Instruction given by the Authorized Person shall be and be deemed to be the Instruction of the Client and all acts, omissions, default or breach by the Authorized Person (whether with or without the instructions or consent of the Client) shall be and be deemed to be the acts, omissions, default or breach by the Client. The Bank shall not be in any way liable to the Client or any other parties for the acts, omissions, default or breach by the Authorized Person (whether with or without the Instructions or consent of the Client). In the Agreement, the expression "Client" shall, where the context permits, include the Authorized Person.

儘管外匯交易條款及細則有任何規定，但客戶承認及確認，獲授權人士並非銀行的僱員或代理人，獲授權人士與銀行之間亦沒有合夥或僱傭關係。獲授權人士獲客戶委任為代理人，應獲充分授權根據本協議代客戶行事，猶如其為客戶本人一樣，並應獲授權就任何向獲授權人士支付或作出的付款、款項、資金、財產或資產發出妥善有效的收據。獲授權人士發出的任何指示是及被視為是客戶的指示，而獲授權人士的所有行為、不作為、違責或違約（不論是否經客戶指示或同意）是及被視為是客戶的行為、不作為、違責或違約。銀行概不就獲授權人士的行為、不作為、違責或違約（不論是否經客戶指示或同意）而以任何方式向客戶或任何其他人士負責。在本協議中，凡文意許可，「客戶」一詞應包括獲授權人士。

6. FORM OF INSTRUCTIONS

指示形式

- 6.1 Subject as provided herein, all Instructions in relation to FX Transactions shall be given by the Client or its Authorized Person directly to the Bank (whether orally (in person or

by telephone), by facsimile transmission, electronic mail (“**E-mail**”) transmission, or other means of communication accepted by the Bank from time to time) in such manner as may be prescribed by the Bank from time to time. If Instructions are given by telephone, facsimile transmission or E-mail transmission, the Bank is entitled to rely upon and act in accordance with such Instructions without inquiry or verification by the Bank of the authority or identity of the person making or giving or purporting to make or give such Instructions and regardless of the circumstances prevailing at the time of the giving of such Instructions or the amount of money involved in the Instructions, and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto.

在本條的規定下，所有關於外匯交易的指示，應由客戶或其獲授權人士以口頭（親身或電話）、傳真傳送、電子郵件（「電郵」）傳送或銀行不時接受的其他通訊方法及銀行不時指明的方式，直接發出予銀行。如以電話、傳真傳送或電郵傳送，銀行有權倚賴及按照該等指示行事，而無須查問或核實作出或發出或看來作出或發出該等指示的人士的授權或身分，亦無須理會該等指示發出之時的情況或該等指示涉及的金額，亦不論該等指示是否有任何錯誤、誤解、不清晰、欺詐、偽冒或欠缺授權。

- 6.2 The Bank shall be entitled to treat an Instruction given as provided in Clause 6.1 as fully authorized by and binding upon the Client. The Bank shall be entitled (but not bound) to act on or take such steps in connection with or in reliance upon such Instruction as the Bank may in good faith consider appropriate, whether it be an Instruction to acquire, purchase, sell, dispose of or otherwise deal with any currency or transfer any currency from the Account or withdraw monies or funds from the Account or purport to bind the Client to any agreement or other arrangement with the Bank or with any other person or to commit the Client to any other type of FX Transaction or arrangement whatsoever, regardless of the nature of the FX Transaction or arrangement or the value, type and quantity of currency involved or the amount of monies or funds involved and notwithstanding any error, misunderstanding or lack of clarity in the terms of such Instruction.

銀行有權把根據第 6.1 條發出的指示視為獲客戶充分授權及對客戶具約束力。銀行有權（但非必須）按照銀行真誠認為適當的指示行事，或就或倚賴此等指示採取步驟，不論是取得、購買、出售、處置或以其他方式處理任何貨幣的指示，或從賬戶轉移任何貨幣或從賬戶提取任何款項或資金的指示，或聲稱令客戶在任何與銀行或任何其他人士的協議或其他安排中受約束的指示，或令客戶承擔任何其他種類的外匯交易或其他安排的指示，而不論上述外匯交易或安排的性質，或所涉及貨幣的價值、種類及數量，或所涉及款項或資金的金額，及不論該等指示的條款是否有任何錯誤、誤解或不清晰。

- 6.3 If Instructions are given by the Client or its Authorized Person by telephone: -

客戶或其獲授權人士如以電話發出指示：

- (a) the Client or its Authorized Person must use the designated telephone number provided by the Bank from time to time (the “**Designated Telephone**”). For the avoidance of doubt, any Instructions given by telephone without using the Designated Telephone, and any Instructions given by messages left at the

voicemails of any telephone numbers of the Bank or any personal mobile phone numbers of the employees or agents of the Bank shall not be regarded as valid or effective Instructions to the Bank. The Bank shall not be liable to the Client for any loss whatsoever arising out of or in connection with the Client's or its Authorized Person's failure to comply with the terms of this Clause;

客戶或其獲授權人士必須採用銀行不時提供的指定電話號碼（「指定電話號碼」）。為免疑問，任何以電話發出並非採用指定電話號碼的指示，及任何在銀行任何電話號碼或銀行僱員或代理人的任何個人流動電話號碼的留言信箱留言發出的指示，概不被視為向銀行發出的有效及有效力的指示。對於任何由於或關於客戶或其獲授權人士未能遵守本條條款而產生的損失，銀行概不向客戶負責；

- (b) Notwithstanding the designation of the Designated Telephone and the provisions in Clause 6.3(a) above, the Bank (but not the Client) has the absolute discretion to accept, act on, carry out or effect any Instructions given by telephone other than the Designated Telephone (the “**Non-Designated Telephone Instruction**”). If the Bank accepts, acts on, carries out or effects any Non-Designated Telephone Instruction, such Non-Designated Telephone Instruction shall be treated and deemed as an Instruction within the meaning of the T&Cs for Fx Transactions in all respects and all the Bank's rights, protections, powers and remedies shall be applicable to such Non-Designated Telephone Instruction; and

儘管指定了指定電話號碼及上述第 6.3(a) 條有所規定，但銀行（而非客戶）可絕對酌情決定接受、實行、進行或執行任何以非指定電話號碼發出的電話指示（「非指定電話號碼指示」）。如銀行接受、實行、進行或執行任何非指定電話號碼指示，該等非指定電話號碼指示在所有方面須被當作及視為外匯交易條款及細則意義下的一項指示，而銀行的所有權利、保障、權力及補救方法亦適用於該等非指定電話號碼指示；及

- (c) the Bank has no responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of Instructions or information on prices or the mistaken receipt of any Instructions by any other party. The Bank is authorized to act upon any Instructions received by it (regardless of delay, failure, error, interruption or suspension as aforesaid) and the Bank shall not be required to check the accuracy or authenticity of such Instructions with the Client, nor shall the Bank be liable for any losses or costs suffered or incurred by the Client as a result of the Bank acting upon the same. The Bank shall be entitled to require the Client to enter into a further agreement if the Client wishes it to act on telephonic Instruction.

如指示或價格資料的傳送或傳達有任何延誤、失敗、錯誤、中斷或暫停，或任何指示被任何其他人士錯誤接收，銀行概不負責。銀行獲授權按照其收到的任何指示行事（不論是否有上述的延誤、失敗、錯誤、中斷或暫停），而無須與客戶核對該等指示的準確性或真確性，銀行亦不會就客戶由於銀行按照該等指示行事而蒙受或招致的任何損失或費用而負責。若客戶希望銀行按照電話指示

行事，銀行有權要求客戶另行訂立協議。

6.4 In the case of Instruction by E-mail transmission, the Client or its Authorized Person must give such Instruction: -

如屬電郵傳送的指示，客戶或其獲授權人士發出該等指示時必須：

(a) only by such means and in such manner as the Bank may from time to time designate for the relevant type of FX Transaction; and

採用銀行不時就有關外匯交易種類指定的方法及方式；及

(b) at the request of the Bank (such request may be represented by electronic image or digitized voice or other electronic form, as the case may be), by inputting such information relating to the identity of the Client as may be required by the Bank, as well as the information and details with respect to the FX Transaction.

應銀行的要求（該要求可視所屬情況而定，以電子影像、數碼聲音或其他電子形式表示），輸入銀行要求的客戶身分資料，及外匯交易的資料及詳情。

6.5 The Client recognizes the risks in giving Instructions by telephone, facsimile transmission or E-mail transmission including, without limitation, the risk of any Instruction being unauthorized or given by an unauthorized person. The Client accepts the risks in full if the Client chooses to give Instructions by such means.

客戶確認以電話、傳真傳送或電郵傳送發出指示的風險，包括任何指示乃未經授權發出或由未經授權人士發出的風險。如客戶選擇以上述方法發出指示，客戶完全接受該等風險。

6.6 Once the Client or its Authorized Person has given an Instruction, it may not be amended, rescinded or withdrawn without the Bank's written consent.

客戶或其獲授權人士發出指示後，未經銀行書面同意，不得修訂、毀約或撤回。

6.7 Where the Client is acting as agent for and on behalf of any other person when giving Instructions to the Bank pursuant to the Agreement, the Bank shall be entitled to treat the Client (rather than any such other person) as its client for all purposes and in relation to all obligations, and the Client will be liable as such. This applies even if the Client is acting on behalf of a person whom the Client has notified the Bank and no such person will be an "indirect client".

如客戶在根據本協議向銀行發出指示時，是為及代表任何其他人士以代理人身行事，銀行有權就所有目的及所有責任而言，把客戶（而非上述其他人士）視為銀行的客戶，而客戶亦以銀行客戶的身分承擔責任。即使客戶已通知銀行其代表某人行事，上述規定仍然適用，沒有任何人士是「間接客戶」。

6.8 The Client understands that the Bank is unable to know whether someone other than the Client has given or entered, or is giving or entering, instructions using the Client's name. The Client shall not permit or allow any other person to have access to the Account for any purpose. The Client shall be responsible for the confidentiality and use

of, and any order given or entered with, the Client's name. The Client shall remain responsible for all instructions using the Client's name.

客戶明白，銀行無法知道有沒有客戶以外的任何人曾經或正在以客戶的名義發出或輸入指示。客戶不應為任何目的而准許或容許任何其他人士存取賬戶。客戶須就保密及用途負責，及負責任何以客戶名義發出或輸入的任何命令。客戶仍須就所有以客戶名義發出的指示負責。

- 6.9 The Client acknowledges that it will be responsible to and will indemnify and keep indemnified the Bank for any loss, costs, fees and expenses arising directly or indirectly out of or in connection with the Client's Instructions and the Bank acting thereon hereunder.

客戶確認，客戶會負責由於或關於客戶的指示及銀行按照其行事而直接或間接產生的任何損失、費用、收費及開支，並向銀行作出彌償及保持銀行獲得彌償。

7. TRANSACTIONS

交易

- 7.1 The Client and the Bank may (but neither is obligated to) enter into any FX Transaction for the purchase and sale of any currency or Options for currency, of such type, class and style, at such price and expiration date as they mutually agree to do so from time to time subject to and upon the terms of the Agreement. Neither Party shall be required to enter into any particular FX Transaction or any FX Transaction at all.

客戶及銀行均可（但均非必須）按彼此不時同意的種類、級別、形式、價格及到期日，根據及遵照本協議的條款進行任何外匯交易，以購買或出售任何貨幣或貨幣期權。沒有任何一方必須進行特定或任何的外匯交易。

- 7.2 All FX Transactions which the Bank effect on the Client's Instructions shall be effected in accordance with all laws, rules and regulatory directions of government agencies and statutory bodies of competent jurisdiction applying to the Bank. All actions taken by the Bank in accordance with such laws, rules and directions shall be binding on the Client. In the absence of wilful misconduct or fraud of the Bank, the Bank shall not be liable to the Client as a result of any action or omission taken by the Bank to comply with such laws, rules and directions.

銀行按照客戶指示執行的所有外匯交易，必須遵守所有法律、規則及對銀行有管轄權的政府機關及法定組織的監管指令。本所根據該等法律、規則及指令採取的一切行動，均對客戶具約束力。在銀行沒有蓄意行為不當或欺詐的情況下，銀行概不就銀行為了遵守該等法律、規則及指令所採取的行動或不作為而向客戶負責。

- 7.3 The Client understands and acknowledges that the types of Foreign Currency that may be subject to a FX Transaction under the Agreement are subject to change from time to time at the Bank's discretion. The Client understands and acknowledges that certain Foreign Currency may not be available to the Bank at all times, that Foreign Currency may not be subject to a FX Transaction under certain Foreign Currency market conditions and that, due to Foreign Currency market conditions, the Fixing Time and

any calculations or quotations with respect to a NDF remain subject to adjustments by the Bank, in its discretion, until, and including, the Settlement Date.

客戶明白及確認，在本協議項下的外匯交易的外幣種類，可由銀行不時酌情更改。客戶明白及確認，銀行未必在所有時間均可辦理某些外幣，在某些外幣市場狀況下，某些外幣未必可供進行外匯交易，以及由於外幣市場狀況，不交收遠期的定價時間及任何計算或報價在結算日期前（包括該日）可由銀行酌情調整。

- 7.4 The Client shall only be allowed to engage in FX Transactions with respect to such currencies as the Bank may approve.

客戶只准就銀行批准的貨幣進行外匯交易。

- 7.5 The Client agrees to provide the Bank with such documentation, personal financial statements, credit reports, guarantees, security agreements, or other information, agreements, and instruments as the Bank deems necessary from time to time, prior to giving any Instruction for a FX Transaction.

客戶同意在發出外匯交易指示前，向銀行提供銀行不時認為必要的文件、個人財務報表、信貸報告、擔保、抵押協議或其他資料、協議及文書。

- 7.6 Instructions for any FX Transaction under the T&Cs for Fx Transactions shall identify :
根據外匯交易條款及細則發出的任何外匯交易指示，必須指明：

- (a) the currency which is to be the subject of the FX Transaction;
外匯交易的標的貨幣；
- (b) whether the currency is to be sold, purchased or the subject of an NDF or Option (whether a Put Option or Call Option);
擬將該貨幣出售、購買或設為不交收遠期或期貨的標的（不論認沽期權或認購期權）；
- (c) the amount of the currency involved;
涉及的貨幣金額；
- (d) the duration of the FX Transaction, that is, the Delivery Date and the Window Dates (for Forward Window Transactions) and the Expiry Date of any Option;
and
外匯交易的期間，即遠期窗口交易的交付日期及窗口日期，及任何期權的到期日；及
- (e) the Authorized Person, if any, requesting the FX Transaction.
要求外匯交易的獲授權人士（如有）。

- 7.7 Upon receiving the Client's Instruction, the Bank may, at its option, provide Client by telephone, a quote ("**Quote**") which will include :

銀行收到客戶指示後，可選擇以電話向客戶提供報價（「報價」），當中包括：

- (a) the Premium, prices and fees at which the Bank will execute the FX Transaction;

- 銀行執行外匯交易的期權金、價格及收費；
- (b) the amount of each currency to be the subject of the FX Transaction; and
外匯交易的每種貨幣的金額；及
 - (c) if relevant, the Delivery Date.
交付日期（如屬相關）。

If the Client accepts the Quote at the time it is offered over the telephone, the Client's acceptance shall constitute the irrevocable execution of a FX Transaction subject to the terms and conditions of the Agreement and the date of such acceptance shall be the Transaction Date. If a Quote is not so accepted, the Quote terminates and neither Party shall have any further responsibility in connection with it. The Client may only request a Quote during the Bank's normal Foreign Currency transactional hours each Business Day.

如客戶接納當時在電話獲提供的報價，客戶的接納即構成根據本協議條款及條件不可撤銷地訂立外匯交易，接納日期即成為交易日期。不獲接納的報價即告終止，雙方均無須就該報價負上任何進一步責任。客戶僅可在營業日銀行的正常外幣交易時間要求報價。

7.8

- (a) The Bank shall send a Confirmation to the Client promptly following the execution of a FX Transaction.
銀行在執行外匯交易後須從速向客戶發出確認書。
- (b) Upon the exercise of an Option, the Bank will send to the Client a Confirmation that such Option has been so exercised together with either delivery instructions for any currency to be delivered by the Buyer of such Option or the In-the Money Settlement Amount of such Option.
期權行使時，銀行會向客戶發出期權行使確認書，連同期權買方應交付貨幣的交付指示，或該期權的價內結算金額。
- (c) On each Fixing Date for a NDF, the Bank will give notice to the Client by telephone followed by a Confirmation of the NDF Settlement Amount for such NDF.
在不交收遠期的各定價日期，銀行會以電話向客戶發出通知，隨後再發出確認書，註明該不交收遠期的不交收遠期交易結算金額。
- (d) In the absence of manifest error, the provisions of any notice or Confirmation shall be binding as to the terms of the FX Transaction or an Option, and shall supersede any part of the Agreement which is not consistent with the provisions of any notice or Confirmation in relation to the relevant FX Transaction.
如沒有明顯錯誤，任何通知或確認書的條文就外匯交易或期權的條款而言具約束力，並替代本協議與有關外匯交易的任何通知或確認書條文不相符的任何部分。

- 7.9 Without prejudice to Clause 7.8, the Client is obliged to notify the Bank immediately if:
在不損害第 7.8 條的前提下，客戶在以下情況下必須立即通知銀行：

- (a) the Client fails to receive an accurate Confirmation of execution of a FX Transaction;
客戶沒有收到準確的外匯交易執行確認書；
- (b) the Client receives a Confirmation that is not consistent with Client's Instruction;
客戶收到的確認書與客戶的指示不相符；
- (c) the Client receives Confirmation of execution of an Instruction that the Client did not place; or
客戶收到的確認書是執行一項客戶並無發出的指示；或
- (d) the Client receives an account statement, notice, Confirmation, or other information reflecting inaccurate Instructions, orders or account balances regarding any FX Transaction.
客戶收到的賬戶結單、通知、確認書或其他資料，顯示不準確的外匯交易指示、命令或賬戶結餘。

Confirmations and notices by the Bank shall be conclusive and deemed to be accepted if not objected to in writing by the Client within five (5) Business Days of such Confirmation or notice being given by the Bank to the Client, or such shorter time as may be appropriate given the Settlement Date or Delivery Date of the FX Transaction. The Client shall be deemed to have absolutely waived its right regarding any such error in the absence of such notification.

如在銀行向客戶發出確認書及通知起計五（5）個營業日內（或考慮到外匯交易的結算日期或交付日期屬適當的較短期間），客戶並無提出書面反對，該等確認書及通知即屬不可推翻及被視為已獲接納。如客戶沒有發出上述通知，即被視為已無條件地放棄其對於上述任何錯誤的權利。

- 7.10 In any event, any delay or failure by the Bank to issue a Confirmation or notice shall not prejudice or invalidate the terms of any FX Transaction. For the avoidance of doubt, the provision in Clause 7.9 regarding objection by the Client to any Confirmation or notice is intended to facilitate the Client's communication to the Bank of any correction that the Client believes should be made to any term in a Confirmation or notice and shall not be construed as any agreement or consent by the Bank to any change or rescission of the terms of any FX Transaction.

無論如何，即使銀行延誤或未能發出確認書或通知，亦不會影響外匯交易的條款或使之無效。為免疑問，第 7.9 條關於客戶反對任何確認書或通知的條文，用意是協助客戶告知銀行確認書或通知中客戶認為應作更正的任何條款，而不應解釋為銀行協議或同意更改或撤銷任何外匯交易的條款。

- 7.11 The Client understands and agrees that the Bank may adjust the Account of the Client to correct any error in relation to any FX Transaction. The Client agrees to promptly return to the Bank any monies distributed to the Client to which the Client was not entitled.

客戶明白及同意，銀行可調整客戶的賬戶，以更正與任何外匯交易有關的錯誤。客戶

同意，客戶如獲分配其不應得到的任何款項，將從速歸還予銀行。

- 7.12 The Client acknowledges that all telephone conversations between the Client and the Bank may be taped without an automatic tone-warning device in order to enable the Bank to verify the Instructions of the Client. The Client agrees to accept the recordings on relevant tapes as final and conclusive evidence of the contents of the Instructions and the relevant FX Transaction in case of dispute.

客戶確認，客戶與銀行的所有電話通話可在不播放自動話音提示的情況下被錄音，令銀行能夠核實客戶的指示。客戶同意在發生爭議的情況下，接受有關錄音帶上的錄音為指示及有關外匯交易內容的最終及不可推翻的證據。

- 7.13 The Client acknowledges that the books and records of the Bank in respect of any Instruction or FX Transaction shall be conclusive evidence (save for manifest error) against the Client in all courts of law and for all purposes. In this connection, documentation signed by an authorized officer of the Bank certifying any matter in respect of any Instruction or FX Transaction, save for manifest error, shall be conclusive and binding against the Client.

客戶確認，銀行關於任何外匯交易指示的簿冊及紀錄，在任何法院及就任何目的而言是針對客戶的不可推翻的證據（有明顯錯誤除外）。就此而言，經銀行的獲獲授權人士簽署證明任何關於指示或外匯交易的事宜的文件，除非有明顯錯誤，否則屬不可推翻及對客戶具約束力。

- 7.14 Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Client's Accounts or any service to the Client generally, the Bank may, in its absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, the Bank will, to the extent possible, inform the Client as soon as practicable.

若銀行知悉或懷疑客戶的一個或多個賬戶或任何提供予客戶的一般服務的操作的保安被破壞或有其他可疑情況，銀行可絕對酌情決定拒絕或延遲按照指示行事而無須負上任何責任，在此情況下，銀行會盡可能在切實可行的情況下通知客戶。

- 7.15 In the event of death or liquidation of the Client or in the event of the Client being rendered incapable or disabled from managing and administering the Client's property or affairs, then prior to the actual receipt by the Bank of the written notice of death, liquidation or incapacity or disability of the Client, the Bank may, but not obliged to, continue to act upon the Instructions of the Client or the Authorized Person as if the Client were still alive, existing or capable of managing and administering the Client's property or affairs.

假如客戶死亡、清盤，或喪失管理及處理客戶財產或事務的行為能力或能力，在銀行實際收到客戶死亡、清盤、喪失行為能力或能力的通知之前，銀行可（但非必須）繼續按照客戶或獲授權人士的指示行事，猶如客戶仍然在生、存續或能夠管理及處理客戶的財產或事務一樣。

8. COLLATERALS

抵押品

- 8.1 Prior to the entry into of any FX Transaction, the Client shall pay to the Bank or deposit and maintain with the Bank such money and/or collaterals in such amount and in such form as the Bank shall in its discretion require from time to time.

進行任何外匯交易前，客戶須按銀行不時酌情要求的金額及形式，向銀行支付、存入或維持款項及 / 或抵押品。

- 8.2 Without prejudice to the generality of Clause 8.1, the Client expressly agrees that the Bank is not obligated to entertain any Instruction from the Client for any FX Transaction unless :

在不影響第 8.1 條一般原則的前提下，客戶明確同意，除非符合以下條件，否則銀行無責任理會客戶就任何外匯交易發出的任何指示：

- (a) the Client has placed sufficient funds with the Bank to cover the amount of the FX Transaction; or

客戶已在銀行存入足夠資金，以應付外匯交易的金額；或

- (b) the Client has a line of credit with the Bank on which the Bank may draw to cover the amount of the FX Transaction; or

客戶在銀行有信貸限額，可供銀行提取以應付外匯交易的金額；或

- (c) the Bank and the Client have otherwise entered into a written agreement for the settlement and payment of the FX Transaction;

銀行與客戶已另行訂立結算及支付外匯交易的書面協議；

and the amounts mentioned above shall include all fees and charges of the Bank for such FX Transaction.

上述款項包括銀行就該外匯交易收取的費用及收費。

- 8.3 The Client shall accede to the Bank's request for additional funds and/or collaterals in such amount and in such form as the Bank may determine and require from time to time. Demands for additional funds and/or collaterals may result from the Bank marking-to-market the Client's Account to reflect changes in the price of the relevant currency, increased volatility in the price of the relevant currency or other reasons determined conclusively by the Bank from time to time.

客戶須同意銀行索取按銀行不時決定及要求的金額及形式的額外資金及 / 或抵押品。

銀行可能因銀行按市值計算客戶的賬戶以反映有關貨幣的價格變化，或因有關貨幣價格波動增加，或因銀行不時不可推翻地決定的其他原因，而要求額外的資金及 / 或抵押品。

- 8.4 No previous requirement shall limit the Bank's right to vary requirements as to the amount of funds and/or collaterals at any later time. Changes in such requirements (increase or decrease) shall apply to existing positions as well as new positions after the date of such change.

過往的要求概不限制銀行日後改變資金及 / 或抵押品金額要求的權利。該等要求的變

更（增加或減少）適用於現有倉位以及在變更日期後的新倉位。

- 8.5 Any failure by the Client to meet calls for funds and/or collaterals made by the Bank at any time shall entitle the Bank to close out the FX Transaction, including all or any Options for the account of the Client and the Bank shall have no liability whatsoever to the Client for any losses encountered by the Client as a result thereof.

客戶如未能遵照銀行在任何時間要求的資金及 / 或抵押品，銀行即有權將外匯交易（包括客戶賬戶的所有或任何期權）平倉，而無須就客戶因此蒙受的任何損失向客戶負上任何責任。

- 8.6 The Client shall be liable on a full indemnity basis for any loss, cost or expense (including legal costs) incurred by the Bank arising from the Client's failure to maintain any the said funds and/or collaterals requirement or the Bank's closing out any FX Transaction as a result thereof.

對於銀行因客戶未能維持上述任何資金及 / 或抵押品要求或銀行因此將任何外匯交易平倉而招致的任何損失、費用或開支（包括法律費用），客戶須按十足彌償基準負責。

9. OFF-SETTING OPTIONS

抵銷期權

- 9.1 Unless otherwise agreed by the Parties, any Call Option or any Put Option granted by one Party to the other Party will be terminated and discharged automatically in whole against a Call Option or Put Option, respectively, granted by the other Party to the first Party. Such termination and discharge shall occur automatically upon the payment in full of the Premium in respect of such Options, provided that such termination and discharge may occur only in respect of Options:

除非雙方另行同意，否則一方授予另一方的任何認購期權或認沽期權，將分別與該另一方向第一方授予的認購期權或認沽期權抵銷而全部自動終止及解除。該等期權在期權金獲全數支付後，便會自動終止及解除，但是只有以下期權方可自動終止及解除：

- (a) each being an obligation for delivery of the same type and same notional amount of currency;
兩項期權的責任均為交付相同種類及相同名義金額的貨幣；
- (b) each having the same Expiry Date and time;
兩項期權的到期日期及時間相同；
- (c) each being of the same style, i.e., either both American-style or both European-style;
兩項期權均屬相同形式，即均為美式期權或均為歐式期權；
- (d) each having the same Strike Price of the same currency; and
兩項期權的行使價及貨幣相同；及
- (e) neither of which shall have been exercised.
兩項期權均未曾被行使。

10. PAYMENT AND DELIVERY NETTING

淨額付款及交付

- 10.1 The Parties may settle on a net basis any delivery and payment obligations on a single day which arise from the purchase and sale of Options, or payment due from the exercise of an Option. The Parties' respective obligations will be satisfied and discharged by payment of the net amount.

雙方可按淨額基礎單日結算任何因買賣期權而產生的交付及付款責任，或因行使期權而應支付的款項。支付淨額即可清償及解除雙方各自的責任。

11. OPTION EXERCISE AND SETTLEMENT

行使及結算期權

- 11.1 The Buyer may exercise an Option (which may be exercised in whole only and not in part) by notifying the Seller on any Business Day in the case of an American-style Option or on the Expiry Date in the case of an European-style Option at such time of the Expiry Date as the Bank may require. Upon such notice of exercise the Buyer shall be obligated irrevocably to buy from or sell to the Seller, and the Seller shall be obligated to sell to or buy from the Buyer, as the case may be, the Currency subject to such Option on the Settlement Date as stated in the Confirmation for such Option. In any event, if proper notice of exercise of any Option shall not have been received by such time on the Expiry Date as is specified in the Confirmation for the Option, then such Option shall expire automatically at that time, and the Seller shall have no obligation or liability in connection therewith.

買方可在任何營業日（如屬美式期權）或在到期日（如屬歐式期權）銀行規定的時間，向賣方發出通知以行使期權（只可全部行使，不可局部行使）。行使通知發出後，買方不可撤銷地必須在該期權的確認書註明的結算日期向賣方購買或出售，而賣方必須向買方出售或購買（視所屬情況而定）該期權的貨幣。無論如何，如果在期權確認書指定的到期日的時間前，沒有收到任何行使期權的妥當通知，該期權則於當時自動屆滿，而賣方無須就此負責或承擔法律責任。

- 11.2 The obligations of the Seller under an Option may be discharged either by effecting settlement on a net basis by calculating the sum payable by the Seller with reference to the Strike Price, the market price, and the total quantity of currency subject to an Option; or by the Seller entering into FX Transaction (other than an Option) with the Buyer in lieu of settlement, in the manner described in Clause 11.3.

賣方在期權項下的責任，可透過以下其中一個方式解除：參照行使價、市價及期權貨幣的總數量，計算賣方應支付的款項，以進行淨額基礎結算；或賣方與買方按照第11.3條所述方式進行外匯交易（期權除外），以代替結算。

- 11.3 The Buyer of an Option may request the Seller to discharge its obligations thereunder by entering into a FX Transaction (other than an Option), on the same date on which the Option is exercised, for the sale to or purchase by the Buyer of an amount of currency identical to that deliverable pursuant to the Option, against the amount of the

currency identical to that deliverable pursuant to the Option. The Option shall thereupon be fulfilled and the obligations arising under the Option shall be discharged and replaced by those resulting from the related FX Transaction (other than an Option). 期權買方可要求賣方透過在行使期權的相同日期進行一項外匯交易（期權除外），向買方出售或購買相等於根據期權應交付的貨幣金額，以抵銷相等於根據期權應交付的貨幣金額，從而解除買方在期權項下的責任。屆時期權應獲據彼而履行，而根據期權產生的責任已解除，並替代為與外匯交易（期權除外）有關而產生的責任。

- 11.4 Unless otherwise agreed by the Parties and provided in the Confirmation, either Party may from time to time pay or receive the Premium for each Option in U.S. dollars, and where the Bank is the Seller, the Bank, at its discretion, may deduct the Premium from any Account of the Client with the Bank. If the Premium for any Option is not paid when due, the Seller, without further liability, may cancel such Option without notice to the Buyer.

除非雙方另行同意及在確認書中另有規定，否則任何一方均可不時以美元支付或收取各期權的期權金。如銀行是賣方，銀行可酌情決定從客戶在銀行的任何賬戶扣除期權金。如任何期權的期權金在到期時未獲支付，賣方無須通知買方即可取消該期權，而再無進一步責任。

12. SETTLEMENT DATE

結算日期

- 12.1 The Client and the Bank agree that unless otherwise provided on the Confirmation for the FX Transaction, the Settlement Date :

客戶及銀行同意，除非外匯交易的確認書另有規定，否則以下交易的結算日期為：

- (a) for a Value Spot Transaction shall be:

現貨交收交易：

- (i) two (2) Business Days after the Transaction Date for Foreign Currencies other than Canadian Dollars; and

如屬外幣（加幣以外），於交易日期後兩（2）個營業日；及

- (ii) one (1) Business Day after the Transaction Date for Canadian Dollars;

如屬加幣，於交易日期後一（1）個營業日；

- (b) for a Value Tomorrow Transaction shall be one (1) Business Day after the Transaction Date;

翌日交收交易，於交易日期後一（1）個營業日；

- (c) for a Value Today Transaction shall be the Transaction Date;

即日交收交易，於交易日期；

- (d) for Forward and Forward Window Transactions shall be two (2) Business Days before the Delivery Date;

遠期及遠期窗口交易，於交收日期前兩（2）個營業日；

- (e) for NDF shall be on the maturity date of the NDF; and

- 不交收遠期，於不交收遠期的到期日；及
- (f) for Options that are exercised is the Exercise Date.
被行使的期權，於行使日期。

- 12.2 On the Settlement Date for each FX Transaction, the Client shall settle the FX Transaction in accordance with the provisions of Clause 13 below.
在各外匯交易的結算日期，客戶須根據下文第 13 條的規定結算外匯交易。

13. FUNDS FOR SETTLEMENT

結算的資金

- 13.1 In respect of each FX Transaction, unless otherwise agreed or where the Bank is already holding cash or other collateral securities on the Client's behalf to settle the FX Transactions, the Client will, no later than the relevant Settlement Date, pay the Bank cleared funds (including payment in a currency other than Hong Kong dollars) to settle any FX Transaction, the NDF Settlement Amount payable by Client under NDF or deliver the Client's Currency for the FX Transaction (other than NDF) to the Bank in deliverable form so that the Bank shall deliver on the Delivery Date the agreed amount of currency purchased by or deliverable to Client pursuant to the applicable FX Transaction (other than NDF) or any NDF Settlement Amount payable by the Bank for the NDF.

就各外匯交易而言，除非另有協議或銀行已代客戶持有現金或其他抵押證券以結算外匯交易，否則客戶將不遲於有關結算日期向銀行支付已結算的資金（包括以港幣以外的貨幣支付），以結算任何外匯交易、客戶在不交收遠期交易項下應支付的不交收遠期交易結算金額，或為外匯交易（不交收遠期除外）以可交付方式向銀行交付客戶貨幣，以使銀行在交付日期根據適用的外匯交易（不交收遠期除外）交付客戶已購買或應向客戶交付的議定貨幣金額，或銀行應就不交收遠期交易支付的任何不交收遠期交易結算金額。

- 13.2 In the case of an Option that is exercised by the Buyer, the Seller of such Option shall, within two (2) Business Days after exercise, deliver :

如屬被買方行使的期權，該期權的賣方須在行使後兩（2）個營業日內交付：

- (a) the underlying currency or,
相關貨幣，或
- (b) in the case of a NDO, the In-the Money Settlement Amount.
如屬不交收期權，價內結算金額。

- 13.3 The Client shall notify the Bank by a telephone call to the Private Wealth Management Department of the Bank, during its Foreign Currency transactional hours, at least two (2) Business Days before :

客戶須在以下日期前至少兩（2）個營業日，在銀行的外幣交易時段致電銀行的私人理財部門，以通知銀行以下事宜：

- (a) the Delivery Date, of the Client's designation of the Delivery Date for a Forward Window Transaction; and
結算日期，客戶就遠期窗口交易指定的結算日期；及
- (b) the Expiry Date, of the Client's exercise of an Option.
到期日，客戶行使一項期權。

If the Client fails to provide the Bank with such notice, then:

若客戶未能向銀行發出上述通知，則：

- (i) the Delivery Date of any Forward Window Transaction shall be the Ending Window Date for such Forward Window Transaction; and
任何遠期窗口交易的結算日期，須為該遠期窗口交易的窗口結束日期；及
- (ii) any Option unexercised shall expire.
任何未被行使的期權將過期。

13.4 If the Client is buying or receiving Foreign Currency from the Bank and fails to designate an account to which to deliver the Foreign Currency, the Bank, at its discretion, may convert the Foreign Currency into U.S. Dollars, at an exchange rate determined by the Bank based on prevailing markets rates and deposit such U.S. Dollars into the any Account in the Client's name at the Bank.

若客戶向銀行購買或收取外幣，但未有指明賬戶以供接收外幣，銀行則可酌情決定以銀行根據現行市場匯率釐定的匯率，將該外幣兌換為美元，並將該等美元存入以客戶名義在銀行開立的任何賬戶。

13.5 If the Client is selling Foreign Currency to the Bank for U.S. Dollars, is due a payment of a NDF Settlement Amount from the Bank or is receiving U.S. Dollars under an Option, and fails to designate an account into which the Bank shall deposit the U.S. Dollars, the Bank may, at its discretion, elect to either :-

若客戶向銀行出售外幣以收取美元、應獲銀行支付不交收遠期交易結算金額，或在期權項下收取美元，但未有指明賬戶以供銀行存入美元，銀行則可酌情決定：

- (a) deliver a bank cheque to the Client in U.S. Dollars; or
向客戶交付美元支票；或
- (b) deposit such U.S. Dollars into any Account in the Client's name at the Bank.
將該等美元存入以客戶名義在銀行開立的任何賬戶。

13.6 Payment of funds under Clause 13.1 shall be made by payment of monies by transfer or deposit directly into the bank accounts designated by the Bank. All transfers or deposits of monies or funds shall have been cleared and actually received by the Bank before such money or funds can be used or applied for any FX Transaction.

根據第 13.1 條支付的資金，須以轉賬款項或直接存入銀行指明的銀行賬戶支付。所有轉賬或存入的款項或資金，必須已結算及待銀行實際收到，才可使用或運用於任何外匯交易。

- 13.7 The Client irrevocably authorizes the Bank to transfer, debit or deduct any money in the Account so as to pay, discharge or satisfy the Client's indebtedness, obligations and Liabilities to the Bank arising from, incurred under and relating to the Agreement, including but not limited to the outstanding Premium or prices or any amount payable for any FX Transaction, fees, charges, expenses, commissions and interests payable by the Client under and pursuant to the Agreement.

客戶不可撤銷地授權銀行從賬戶轉賬、扣減或扣除任何款項，以支付、履行或清償客戶由於、根據或關於本協議而招致對銀行的債項、債務及負債，包括但不限於未支付的期權金或價格，或任何外匯交易的任何應付金額，及客戶根據及依照本協議應支付的費用、收費、開支、佣金，及利息。

- 13.8 In the event that the Client fails to comply with any part of this Clause 13, the Client shall be wholly responsible for all Liabilities and obligations whatsoever in connection with the Client's failure to meet its obligations by the Settlement Date or to pay any other sum due to the Bank under the Agreement and shall fully indemnify the Bank against all costs, claims, liabilities and expenses directly or indirectly arising out of or in connection therewith.

假如客戶未能遵守本第 13 條的任何部分，對於客戶未能在結算日期前履行其責任，或未能支付在本協議項下結欠銀行的任何其他款項，客戶須完全負責與此有關的所有負債及債務，並須就直接或間接因此引起或與此有關的所有費用、申索、負債及開支，向銀行作出十足彌償。

14. CHARGES AND EXPENSES

收費及開支

- 14.1 The Client shall pay the Bank such commissions, charges, mark-ups, service fees or other remuneration as determined by the Bank in its absolute discretion on all FX Transactions from time to time. All such commissions, charges, mark-ups, service fees may be deducted by the Bank from any Account maintained by the Client with the Bank.

客戶須向銀行支付銀行不時就所有外匯交易絕對酌情決定的佣金、收費、差價、服務費或其他報酬。銀行可從客戶在銀行開立的任何賬戶扣除上述所有佣金、收費、差價、服務費。

- 14.2 Without prejudice to the Bank's right under Clause 17, the Client shall be liable on a full indemnity basis for all costs, fees and expenses (including legal fees) incurred by the Bank arising from or in connection with the Client's failure to observe or perform any provision of the Agreement or under any FX Transaction, including all fees, interest and other handling costs or expenses (on full indemnity basis) incurred in respect of or connected with collection of any amount due under any FX Transactions or enforcement of the Agreement.

在不損害銀行在第 17 條項下權利的前提下，對於銀行由於或關於客戶未能遵守或履行本協議或任何外匯交易的任何條文而招致的所有成本、費用及開支（包括法律費用），

包括就或關於催收任何外匯交易項下欠款或強制執行本協議而招致的所有費用、利息及其他處理成本及開支（按十足彌償基礎計），客戶須按十足彌償基礎承擔償還責任。

- 14.3 The Bank may, at its option, withdraw cash from any of the Client's Accounts maintained with the Bank to pay any amounts due to the Bank under any FX Transaction and/or the Agreement.

銀行可選擇從客戶在銀行開立的任何賬戶提取現金，以支付任何外匯交易及 / 或本協議項下結欠銀行的任何金額。

15. LIEN 留置權

- 15.1 Without prejudice and in addition to any general lien, right of set-off or other similar right to which the Bank may be entitled by laws, the Client agrees, accepts and declares that: -

在不損害並附加於任何一般留置權、抵銷權或銀行在法律上享有的其他類似權利的前提下，客戶同意、接受及聲明：

- (a) all currencies which are now or will in future be deposited with, held in or transferred into any Account of the Client with the Bank by, for or attributable to the Client for any purpose whatsoever, and/or which have been or will be purchased, acquired or held by the Bank on behalf of the Client for any FX Transaction or for any purpose whatsoever and all moneys or funds received in connection with transfer, disposal or dealing thereof; and

所有現時或未來因任何目的而由、為或歸因於客戶而存入、持有在或轉移至客戶在銀行任何賬戶的貨幣，及 / 或所有已經或將會由銀行代客戶為任何外匯交易或任何其他目的而購買、取得或持有的貨幣，及所有就轉移、處置或處理外匯交易或其他目的而接收的款項或資金；及

- (b) all the Client's properties, assets, monies, funds, receivables, sums, title, interests, powers, options, benefits and rights of, to and in any Account of the Client with the Bank;

客戶在銀行開立的任何賬戶的所有財產、資產、款項、資金、應收賬款、金額、業權、權益、權力、選擇權、利益及權利；

((a) and (b) above are collectively referred to as the “**Retained Properties**”) are subject to a lien in favour of the Bank as continuing security (the “**Lien**”) for: (i) the due and punctual performance and fulfillment of all obligations or Liabilities of the Client under the Agreement; and (ii) the payment, repayment, satisfaction and/or discharge on demand of the monies, funds, indebtedness, obligations and Liabilities (whether past, present or future, or whether absolute or contingent) which are now or at any time hereafter shall be due, owing or incurred from or by the Client to or in favour of the Bank under or pursuant to the Agreement, other agreement with the Bank or any other agreement or document, or on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name, style or firm) together with

interest thereon and legal costs and expenses of the Bank.

(上述 (a) 及 (b) 項統稱「保留財產」) 均受到一項以銀行為受益人的留置權 (「留置權」) 所規限，作為以下事項的持續抵押：(i) 客戶妥當及準時地履行及遵守在本協議項下所有債務或負債；及 (ii) 支付、償還、清償及 / 或解除現時或此後任何時間，客戶根據或依照本協議、與銀行訂立的其他協議或任何其他協議或文件，或因任何原因或以任何方式 (不論單獨或與任何其他人士共同，亦不論以任何名義、稱號或商號) 結欠、欠下或令銀行招致而被催收的款項、資金、債項、債務及負債 (不論過去、現時或未來，亦不論絕對或或有)，連同其利息及銀行的法律費用及開支。

- 15.2 The Client shall not, without the Bank's prior written consent, assign, transfer, mortgage, pledge, charge, or create or permit to arise or exist any lien, securities or other form of Encumbrances of any nature on or over its right, title, interest and claim in or to any rights or interest of, in or under any FX Transaction in any Account or investment products held by the Bank for account of the Client.

未經銀行事先書面同意，客戶不得將其有任何賬戶的任何外匯交易或銀行為客戶持有的投資產品中的權利、產權、權期及權利或權益的申索、轉讓、出讓、按揭、質押、押記或設立或准許產生或存在任何留置權、抵押或其他形式的任何性質的產權負擔。

- 15.3 At any time as the Bank shall determine appropriate and/or upon the occurrence (in the sole and subjective judgment of the Bank) of any Event of Default, the Lien shall be immediately enforceable and the Bank, without prejudice to any of the rights or powers of the Bank under the Agreement or other documents, shall have the right, without notice to the Client, to:

在銀行認為適當的任何時間及 / 或 (銀行單獨及主觀判斷) 發生任何違約事件時，留置權立即可被強制執行，且銀行有權無須通知客戶而作出以下事情，而不影響銀行在本協議或其他文件項下的任何權利或權力：

- (a) appropriate, pay, deduct, transfer or set-off the whole or any part of any funds or monies comprised in the Retained Properties at any time and from time to time in or towards payment, satisfaction or discharge of any money, fund, indebtedness, obligation or liability secured by the Lien; and/or
隨時及不時撥付、支付、扣除、轉移或抵銷保留財產中的任何資金或款項的全部或任何部分，以支付、清償或履行 留置權所保證的任何款項、資金、債項、責任或負債；及 / 或
- (b) sell, dispose of, liquidate, transfer or deal with (and the Bank is authorized to do all such things necessary in connection with such sale, disposal, liquidation, transfer, dealing or dealing) the Retained Properties or any part thereof (to be selected by the Bank in its absolute discretion) at any time and from time to time either together or in parcels and by public or private means or in such other manner and for such consideration (whether payable or deliverable immediately or by instalments and whether for cash or other valuable consideration or both) and on such terms and conditions as the Bank shall think fit in its absolute discretion without being in any way liable to the Client for any loss occasioned

thereby however arising.

隨時及不時以銀行絕對酌情認為適當的代價（不論應立即或分期支付或交付，亦不論以現金及 / 或其他有值代價）、條款及細則，出售、處置、清算、轉移或買賣保留財產或其任何部分（由銀行絕對酌情選擇）（銀行並獲授權就該等出售、處置、清算、轉移或買賣作出所有必要事情），不論一併或分開進行，亦不論以公開或私人形式或其他方式進行，而無須就因此以任何方式引起的任何損失，以任何方式向客戶承擔賠償責任。

Without limiting the generality of the foregoing, the Bank is hereby specifically authorized to dispose of, liquidate, transfer and/or deal with the currencies comprised in the Retained Properties or held in any Account without notice to the Client.

在不限制上述的適用性的一般原則的前提下，銀行謹此獲明確授權處置、清算、轉移及 / 或買賣保留財產中或在任何賬戶持有的貨幣，而無須通知客戶。

- 15.4 In any sale, disposal, liquidation, transfer or dealing pursuant to this Clause or the Agreement, if less than all the Retained Properties are to be sold, disposed of, liquidated or transferred, the Bank shall in its absolute discretion select which part of the Retained Properties are to be sold, disposed of, liquidated, transferred or dealt with at any time and from time to time.

在根據本條或本協議進行任何出售、處置、清算、轉移或買賣時，如果所出售、處置、清算、轉移或買賣的少於全部保留財產，銀行則應隨時及不時酌情選擇要出售、處置、清算、轉移或買賣哪部分的保留財產。

- 15.5 The Client agrees that the Bank shall have the full and absolute right and discretion to determine at what time and day to exercise or enforce its right and power to carry out or execute the sale, disposal, appropriation, liquidation, transfer or dealing pursuant to this Clause or the Agreement. The Client shall not have any right to claim against the Bank in respect of any loss arising out of any sale, disposal, appropriation, liquidation, transfer or dealing pursuant to the Agreement, howsoever such loss may have been caused, and whether or not a better price or position could or might have been obtained on the sale, disposal, appropriation, liquidation, transfer or dealing of any of the Retained Properties by either deferring or advancing the time or date of such sale, disposal, appropriation, liquidation, transfer or dealing or otherwise howsoever.

客戶同意，銀行有充分及絕對的權利及酌情權，可決定在甚麼日期及時間行使或強制執行其權利及權力，以根據本條或本協議進行或執行出售、處置、撥付、清算、轉移或買賣。客戶無權就由於根據本協議進行的出售、處置、撥付、清算、轉移或買賣而引起的任何損失向銀行作出權利主張，不論該等損失是如何造成的，亦不論是否本應可以或可能透過押後或提早上述出售、處置、撥付、清算、轉移或買賣的日期或時間或以其他方式，以取得更佳的价格或倉盤。

16. CLIENT'S REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

客戶陳述、承諾及保證

16.1 The Client represents and warrants for so long as the Client maintains any Account with the Bank and on the giving of each Instruction to the Bank in relation to a FX Transaction that: -

客戶在其於銀行維持任何賬戶期間，及在每次向銀行發出外匯交易指示時，均陳述及保證：

- (a) the Client will be the ultimate originator of all FX Transactions and is dealing on its own account as beneficial owner of the relevant currency and/or FX Transaction and the Account and that no one other than the Client has any interest in the relevant currency in or held for the Account save that where the Account is opened by the Client acting as an agent, and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent that it is the beneficial owner and shall in lieu represent and warrant that the beneficial owner is as advised in the Account Opening Form;
客戶是所有外匯交易的最初發起人，並且是以有關貨幣及 / 或外匯交易及賬戶的實益擁有人身分，為其本身進行買賣，並無客戶以外的任何人士在賬戶中或為賬戶持有的有關貨幣擁有任何權益；但如果客戶是以代理人身分開立賬戶並已在開戶申請書如此披露，客戶則無須保證或陳述其為實益擁有人，而改為須陳述及保證實益擁有人是在開戶申請書所述的人士；
- (b) the information provided in the Account Opening Form is true and correct;
在開戶申請書提供的資料真實正確；
- (c) the Client has or will have good and unencumbered title as beneficial owner to all currencies which the Client instructs the Bank to sell or otherwise dispose of for the Account in accordance with the Agreement and undertakes to deliver such currency in time for the Bank to comply with the Agreement save that where the Account is opened by the Client acting as an agent and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent that it is the beneficial owner, but instead that the beneficial owner is as advised in the Account Opening Form;
客戶已經或將會以實益擁有人身分，就其指示銀行根據本協議為賬戶出售或以其他方式處置的所有貨幣，擁有妥善及無產權負擔的所有權，並承諾及時交付該等貨幣以便銀行遵守本協議；但如果客戶是以代理人身分開立賬戶並已在開戶申請書如此披露，客戶則無須保證或陳述其為實益擁有人，而改為須陳述及保證實益擁有人是在開戶申請書所述的人士；
- (d) all necessary consents or authorizations which may be required for the execution of the Agreement and for the carrying out of any FX Transaction have been obtained and are in full force and effect;
已取得簽立本協議及執行任何外匯交易可能所需的一切必要同意或授權，並維持十足效力及作用；
- (e) the Client has the authority and power and legal capacity to enter into any FX Transaction and to perform its obligations under the Agreement and the Agreement constitute valid and legally binding obligations of the Client;

客戶擁有所需的授權、權力及法律上的行為能力，以訂立任何外匯交易及履行本協議項下的責任，而本協議對客戶構成有效及具法律約束力的責任；

- (f) all written or oral answers to any questionnaire completed by the Client or any other person or other information provided to the Bank are true, accurate and complete, and the Bank is entitled to rely on such information;

客戶或任何其他人士在任何問卷中填寫或提供的所有書面或口頭答案或其他向銀行提供的資料，均屬真實、準確及完整，銀行有權倚賴該等資料；

- (g) the Client will forthwith notify the Bank in writing of any change (material or not) in any of the aforesaid information and such change shall only take effect after receipt of such notice by the Bank; and

上述任何資料如有任何改變（不論是否重大改變），客戶將立即書面通知銀行，而該等改變僅在銀行收到上述通知後生效；及

- (h) the Client has determined that dealing in any currency is appropriate for the Client, is prudent in all respects, and does not and will not violate any statute, rule, regulation, judgment, or decree, agreement or undertaking to which the Client is subject or bound.

客戶認為其買賣任何貨幣是適合客戶，及在所有方面均屬審慎，並不及不會違反任何法規、規則、規例、裁決或客戶須遵守或對客戶具約束力的判令、協議或承諾。

- 16.2 The Client represents and warrants that the information provided in any completed Account Opening Form is complete and accurate and that the Bank may rely on information provided in the Account Opening Form until the Bank has received written notice from the Client of any changes therein. The Client shall promptly notify the Bank in writing of any material changes in the information provided pursuant to the Agreement or any agreement entered into pursuant to the Agreement or relating to the Account.

客戶陳述及保證，在任何填妥的開戶申請書提供的資料均屬完整及準確，銀行可倚賴在開戶申請書提供的資料，直至銀行收到客戶書面通知有任何改變為止。根據本協議或任何根據本協議或就賬戶訂立的協議而提供的資料如有任何重大改變，客戶將從速書面通知銀行。

- 16.3 The Client undertakes to the Bank to do or execute any act, deed, document or thing which the Bank requires the Client to do being in the reasonable opinion of the Bank necessary or desirable in connection with the implementation and enforcement of the Agreement. The Client agrees to ratify or confirm all such acts, deeds, documents or things by the Bank.

客戶向銀行承諾，如銀行合理認為就實施及強制執行本協議而言，任何行為、契據、文件或事情屬必要或合宜，客戶將應銀行的要求作出該等行為或事情，或簽立該等契據或文件。客戶同意追認或確認銀行作出的該等行為或事情或簽立的該等契據或文件。

- 16.4 The Client agrees to do such acts and things and to execute such documents as are necessary or are in the reasonable opinion of the Bank desirable to ratify or confirm

anything done by the Bank, its nominee, subsidiary or associated company, or any other entity instructed by any of them in the proper exercise of any right or power conferred by the Agreement or any agreement entered into pursuant to the Agreement or relating to the Account.

客戶同意作出及簽立必要的或銀行合理認為合宜的行為、事情及文件，以追認或確認以下人士作出的任何事情：銀行、其代名人、附屬公司或聯屬公司，或彼等任何之一在妥當行使本協議或任何根據本協議或就賬戶訂立的協議授予的任何權利或權力的過程中指示的任何其他實體。

16.5 If the Client is a corporation, the Client represents, warrants and undertakes with the Bank that: -

如客戶是法團，客戶向銀行陳述、保證及承諾：

- (a) the Client is duly incorporated, validly existing and in good standing under the laws of its place of incorporation and has full power and authority to conduct the business and operations which it now conducts or proposes to conduct, and the business under the Agreement, and to own, acquire or hold or deal with any currency, property and assets;

客戶根據其註冊成立地的法律妥為註冊、有效存續及狀況良好，客戶並擁有全面的權力及授權，以進行其現時或建議進行的業務及運作及本協議項下的業務，及擁有、收購、持有或買賣任何貨幣、財產及資產；

- (b) the Client has full power and authority to enter into, sign and execute the Agreement, to perform and fulfill its duties and obligations under the Agreement, and to carry out any FX Transaction under the terms of the constitutional document(s) by which the Client is established or constituted;

客戶擁有全面的權力及權限，以訂立、簽署及簽立本協議，履行及遵守其於本協議項下的責任及義務，及根據客戶據以成立或組成的章程文件的條款進行任何外匯交易；

- (c) all necessary corporate and other action have been taken, and all necessary shareholder and other consent have been given to authorize the entering, signing, execution, performance and fulfillment of the Agreement and the Agreement when signed or executed by the Client will constitute valid and legally binding obligations of the Client;

已採取所有必要的法團及其他行動，及已取得所有就授權訂立、簽署、執行、履行及遵守本協議而所需的股東及其他同意；本協議經客戶簽署或簽立後，即構成對客戶有效及具法律約束力的責任；

- (d) the financial statement and accounts of the Client supplied to the Bank have been prepared in accordance with accounting policies consistently applied, and present a true, fair and accurate view on the operation of the Client for the relevant accounting period and the financial position of the Client at the end of such accounting period; and

客戶向銀行提供的財務報表及賬目，乃根據慣用會計準則編製，並真實、公平及準確地反映客戶在有關會計期間的營運狀況及會計期間結束時的財務狀況；

及

- (e) the certified copy resolutions provided by the Client to the Bank with the Agreement were duly passed at a meeting of its directors duly convened and held on or prior to the date hereof in accordance with its constitutional documents and were entered in its minutes book and are in full force and effect. 客戶隨本協議向銀行提供的決議案核證副本，已在本協議日期或之前客戶根據其章程文件妥為召開及舉行的董事會議上獲妥為通過，並已記入其會議紀錄冊及具十足效力及作用。

- 16.6 The Client covenants to notify the Bank forthwith of any material change in the information supplied in the Account Opening Form. The Client agrees and undertakes to report any unauthorized access to the Account immediately. 客戶契諾，在開戶申請書提供的資料如有任何重大變更，將立即通知銀行。客戶同意及承諾立即報告賬戶受到的任何未經授權存取。

17. DEFAULT 違約

- 17.1 Any one of the following events shall constitute an event of default ("**Event of Default**"): 以下任何一項事件均構成違約事件（「違約事件」）：
- (a) the Client fails to pay or settle any outstanding amount, money, fund, price, or other payment becoming due or payable under the Agreement, including without limitation : 客戶未能支付或結算本協議項下任何到期或應付的未付金額、款項、資金、價格或其他付款，包括但不限於：
- (i) transfer of the agreed amount of the Client's Currency; 轉移議定金額的客戶貨幣；
- (ii) payment of an NDF Settlement Amount to the Bank; 向銀行支付不交收遠期交易結算金額；
- (iii) payment of the Premium for any Option purchased by the Client or payment of any In-the Money Settlement Amount payable by the Client to the Bank; or 支付客戶所購買的任何期權的期權金，或支付客戶應向銀行支付的任何價內結算金額；或
- (iv) having sufficient collected funds in Client's Account on the Settlement Date; 客戶賬戶在結算日期有充足的已收妥資金；
- (b) the Client fails to maintain sufficient funds and/or collaterals as required by the Bank pursuant to Clause 8; 客戶未能按照第 8 條維持銀行要求的足夠資金及 / 或抵押品
- (c) the Client violates or fails to perform on a timely basis any term, undertaking, agreement, covenant or condition on its part to be performed under the Agreement;

客戶違反或未能及時履行其於本協議項下應履行的任何條款、承諾、協議、契諾或條件；

- (d) the Client fails or refuses to discharge, pay, satisfy or perform any of the Client's Liabilities, obligation or indebtedness under the Agreement or any other agreement with the Bank;
客戶未能或拒絕支付、清償或履行客戶在本協議或與銀行訂立的任何其他協議項下的任何負債、債務或債項；
- (e) breach, refusal, failure or default of or by the Client in complying with, fulfilling, performing or observing any terms or conditions of the Agreement or any other agreement with the Bank;
客戶違反、拒絕或未能遵守、符合、履行或遵從本協議或與銀行訂立的任何其他協議的任何條款或條件；
- (f) any representation or warranty made in the Agreement or in any document delivered to the Bank being or becoming incomplete, untrue or incorrect;
在本協議或向銀行交付的任何文件中作出的任何陳述或保證是或變為不完整、不真實或不正確；
- (g) any consent or authorization required by the Client to enter into the Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
客戶訂立本協議所須的任何同意或授權被完全或局部撤銷、暫停、終止或不再維持十足效力及作用；
- (h) the filing or commencement of a petition or application in bankruptcy, liquidation or winding up, petition or application for the appointment of an administrator, or the commencement of other similar proceedings against the Client;
已提交或展開針對客戶的破產、清盤或清算呈請或申請，或委任管理人的呈請或申請，或展開其他類似法律程序；
- (i) the Lien or any security created or any part thereof respectively in relation to the indebtedness, obligations or Liabilities under the Agreement being avoided or discontinued;
就本協議項下的債項、債務或負債而設立的留置權或任何抵押或其任何部分失效或中止；
- (j) any deterioration or impairment (in the Bank' opinion) or any decline or depreciation (in the Bank' opinion) in the value or market price (whether actual or reasonably anticipated) of the Retained Properties or any security or any part thereof respectively;
保留財產或任何抵押或其任何部分的（實際或合理預期）價值或市價出現（銀行認為的）任何損耗或減值，或（銀行認為的）任何下跌或貶值；
- (k) the levying of attachment or charge against any Account of the Client with the Bank;
客戶在銀行的任何賬戶被扣押或押記；
- (l) any third party asserts a claim, right or interest in respect of any monies or funds in any Account of the Client with the Bank;

任何第三方就客戶在銀行的任何賬戶內任何款項或資金提出申索、權利或權益；

- (m) the Client takes advantage of any bankruptcy, liquidation, reorganization, moratorium, insolvency or similar law or makes or proposes to make any arrangements or compositions for the benefit of any of the Client's creditors, or is the subject of any order, judgment or decree entered by any court providing for the winding up, reorganization, liquidation or appointment of a liquidator, trustee in bankruptcy or receiver of the Client or a substantial part of the Client's business or assets;
客戶利用任何破產、清盤、重組、延期償還、無力償債或類似的法律，或為客戶的任何債權人的利益而作出或建議作出任何債務償還安排或債務重組，或任何法院對客戶頒下命令、判決或判令，規定清算、重組、清盤或就客戶或客戶業務或資產的重大部分委任清盤人、破產管理人或接管人；
- (n) the Client becomes insolvent or dissolved for any reason whatsoever, merges or becomes consolidated with any non-affiliated party, or sells all or a substantial portion of the Client's business or assets;
客戶因任何原因成為無力償債或被解散，或與任何非聯屬人士合併或整合，或出售客戶業務或資產的全部或重大部分；
- (o) the death, liquidation or judicial declaration of incompetence of the Client;
客戶死亡、清盤或被裁判為喪失行為能力；
- (p) any action or proceeding is commenced or any claim or demand is made by any person against the Client in connection with any matter herein contained or the Retained Properties or any part thereof or against the Bank in connection with any matter herein contained or the Retained Properties or any part thereof;
任何人士就本匯交易條款及細則所載的任何事宜或保留財產或其任何部分，對客戶或對銀行展開任何訴訟或法律程序或作出任何權利主張或索付；
- (q) any adverse change (in the sole and subjective opinion of the Bank) in the corporate structure, business, assets, financial condition, and general condition or prospects of the Client;
客戶的法團架構、業務、資產、財務狀況及一般狀況或前景出現任何（銀行單獨及主觀認為的）不利改變；
- (r) ; the continuing performance of any terms and conditions of the T&Cs for FX Transactions or the Agreement becomes illegal or is claimed to be illegal; and
持續履行外匯交易條款及細則或本該協議的任何條款及細則成為非法或被指為非法；及
- (s) the occurrence of any event which, in the sole opinion of the Bank, may or shall jeopardize, prejudice or affect any of the rights, interests or benefits of the Bank.
發生銀行單獨認為可能或將會危害、損害或影響銀行任何權利、權益或利益的任何事件。

17.2 If an Event of Default (in the sole judgment of the Bank) occurs, then :

如發生違約事件（銀行單獨判斷），則：

- (a) the Bank will be relieved of its outstanding obligations (whether for payment of money or otherwise) under the FX Transaction, including without limitation the Bank's obligation to the Client:

銀行將獲解除其於外匯交易項下的未了結責任（不論支付款項或其他），包括但不限於銀行對客戶的以下責任：

- (i) to deliver the agreed amount of currency which the Client had contracted to receive in exchange for the Client's Currency;

交付客戶已訂立合約接收的議定金額的貨幣，以交換客戶貨幣；

- (ii) to pay any NDF Settlement Amount payable by the Bank;

支付任何銀行應付的不交收遠期交易結算金額；

- (iii) to deliver any currency to the Client under an Option; or

根據期權向客戶交付任何貨幣；或

- (iv) to pay to the Client any In-the Money Settlement Amount payable by the Bank under an Option purchased by the Client from the Bank;

根據客戶向銀行購買的期權，向客戶支付銀行應支付的任何價內結算金額；

- (b) the Bank may cover its exposure for the FX Transaction by purchasing, selling or cash settling for the relevant currency or Options thereon as it deems appropriate;

銀行可按其認為適合的方式，透過購買、出售或以現金結算有關貨幣或其期權，以備兌其外匯交易風險；

- (c) all amounts owing by the Client to the Bank shall become immediately payable on demand, and interest will accrue, at the rate specified in Clause 25.5, on the amounts outstanding from time to time; and

客戶結欠銀行的所有金額變為憑索即付，並按第 25.5 條指明的利率就不時未償還的金額累計利息；及

- (d) the Client shall be liable to the Bank on full indemnity basis for all losses, damages, costs, and expenses incurred by the Bank arising out of or relating to the Client's failure to satisfy the Client's obligations under the Agreement.

客戶須就銀行由於或關於客戶未能履行在本協議項下責任而招致的所有損失、損害賠償、費用及開支，按十足彌償基礎向銀行承擔賠償責任。

17.3 Upon the happening of an Event of Default, the Bank shall be entitled at its absolute discretion, without further notice or demand and in addition to and without prejudice to any other rights or powers conferred under the Agreement, to forthwith:-

發生違約事件時，銀行可絕對酌情決定在附加於及不損害本協議所授予的任何其他權利或權力的前提下，立即作出以下事情，而無須進一步通知或索付：

- (a) satisfy any obligations the Client may have to the Bank (either directly or by way of guarantee or other security) by selling, realizing or otherwise dealing with, in

such manner as the Bank in its absolute discretion may determine, all or part of any property held by the Bank for any purpose in any of the Client's Accounts maintained with the Bank, and to apply the proceeds in reduction of all or part of any Liabilities of the Client to the Bank;

透過以銀行絕對酌情決定的方式出售、變賣或交易銀行為任何目的而在客戶於銀行任何賬戶持有的任何財產的全部或部分，及將銷售所得款項用於減少客戶對銀行負債的全部或部分，藉以履行客戶可能對銀行（直接或以擔保或其他抵押形式）負有的任何責任；

- (b) set-off, combine or consolidate any of the Client's Accounts (of any nature) maintained with the Bank or any obligations of the Bank to the Client under the Agreement against any obligations of the Client to the Bank under the Agreement;

將客戶在銀行開立（任何性質的）任何賬戶，或銀行在本協議項下對客戶的任何債務，與客戶在本協議項下對銀行的任何債務抵銷、合併或整合；

- (c) suspend the Bank's obligations to perform pursuant to the Agreement;

暫停銀行根據本協議履約的責任；

- (d) revise, change, withdraw, stop or cancel the facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively;

修改、更改、撤回、停止或取消向客戶提供或授予的融資、放款、信貸或貸款或其任何部分；

- (e) liquidate any Account of the Client with the Bank;

結束客戶在銀行的任何賬戶；

- (f) exercise any Option held by the Bank on behalf of the Client;

行使銀行代客戶持有的任何期權；

- (g) call upon or enforce any security which may have been issued, made or created in favour of the Bank as security for the indebtedness, Liabilities or obligations of the Client under the Agreement;

行使或強制執行任何為擔保客戶在本協議項下的債項、負債或債務而向銀行發出、作出或設立的抵押；

- (h) exercise any or all the rights and powers of the Bank under the Agreement;

行使銀行在本協議項下的任何及所有權利及權力；

- (i) cancel any or all outstanding instructions, orders or any other commitments made on behalf of the Client;

取消任何及所有代客戶作出的未完成的指示、命令或任何其他承擔；

- (j) take any actions, or do any acts, matters or things as authorized, instructed, directed, appointed or empowered under the Agreement;

採取或作出本協議授權、指示、指令、委任或賦予權力的任何行動、行為、事宜或事情；

- (k) take such actions, or do such acts, matters or things as the Bank shall think fit in relation to the Retained Properties; and/or

採取或作出銀行認為就保留財產而言屬適當的行動、行為事宜或事情；及 / 或

- (l) take or not to take any actions, or do or not to do any acts, matters or things as

the Bank shall think fit.

按銀行認為適當的情況採取或不採取、作出或不作出任何行動、行為、事宜或事情。

- 17.4 The Bank may at its absolute discretion apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on the Bank by this Clause) actually received by the Bank pursuant to the exercise of powers under this Clause in reduction of the Client's then outstanding obligations to the Bank in such order or manner as the Bank considers fit.

銀行可絕對酌情決定以銀行認為適當的次序或方式，把銀行因行使本條所述的權力而實際收到的所得款項淨額（經扣除銀行就行使本條賦予的權力而招致的所有費用、成本及開支），用於減少客戶當時對銀行的未償還債務。

- 17.5 The Bank shall have absolute discretion in all matters relating to the exercise of its rights under this Clause, and may sell any currency or property on a single or collective basis. The Client hereby waives all claims and demands (if any) against the Bank in respect of any loss, involuntary or otherwise, directly arising from the exercise by the Bank of the powers conferred by this Clause, howsoever such loss may have been caused (other than through wilful default of the Bank, or the reckless disregard of the obligations of the Bank under this Clause), whether in relation to the timing or manner of the exercise of such powers or otherwise.

銀行就一切關於行使其於本條項下權利的事宜擁有絕對酌情權，並可單獨或集體地出售任何貨幣或財產。對於任何直接由於銀行行使本條授予的權力而引起的（非自願或其他）損失，客戶謹此放棄針對銀行的所有權利主張及索求（如有），而不論該等損失是如何造成的（但因銀行蓄意違責或罔顧銀行在本條下的責任除外），亦不論是關於行使該等權力的時間或方式或其他方面。

- 17.6 In the event that any of the events set out in Clause 17.1 occurs, then the Agreement may be terminated by the Bank forthwith without notice to the Client. Any such termination shall be without prejudice to the accrued rights and obligations of the Parties contained in any provision hereof which shall remain in full force and effect and shall be enforceable notwithstanding such termination.

假如發生第 17.1 條列明的任何事件，銀行可立即終止本協議而無須通知客戶。假如本協議如此終止，外匯交易條款及細則任何條文所述而雙方已產生的權利及責任將不受損害，該等權利及責任在本協議終止後仍維持十足效力及作用及可強制執行。

18. DEALING RECOMMENDATION

買賣建議

- 18.1 Unless the Bank has agreed to provide the Client with an advisory service, the Client will be dealing with the Bank on an execution-only basis in reliance solely on the Client's own judgment.

除非銀行同意向客戶提供諮詢服務，否則客戶僅依靠客戶自己的判斷，在銀行只負責執

行的基礎上與銀行交易。

18.2 If the Bank solicits the sale of or recommends any FX Transaction to the Client, the FX Transaction must be reasonably suitable for the Client having regard to the Client's financial situation, and experience and objectives in FX Transactions. No other provisions of this Agreement or any other document the Bank may ask the Client to sign and no statement the Bank may ask the Client to make derogates from this clause. 假如銀行向客戶招攬銷售或建議任何外匯交易，外匯交易必須是銀行經考慮客戶的財政狀況、於外匯交易的經驗及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銀行可能要求客戶簽署的文件及銀行可能要求客戶作出的聲明概不會減損本條款的效力。

18.3 For the purposes of Clause 18.2, the Client understands that:-

就第 18.2 條而言，客戶明白：

- (a) the Bank will only take into account circumstances relating to the Client which the Client has disclosed to the Bank or that the Bank should reasonably be aware of;
銀行將僅考慮客戶已向銀行披露或銀行本應知悉的與客戶有關的情況；
- (b) the Bank will not take into account the Client's FX Transactions which are held by the Client outside the Bank (unless the Client has specifically disclosed such investments to the Bank);
銀行不會考慮客戶在銀行以外持有的外匯交易（除非客戶已明確地向銀行披露該等投資）；
- (c) the Bank makes no representation and does not guarantee the outcome or performance of any FX Transaction made by the Client;
銀行對客戶作出的任何外匯交易的結果或表現不作任何陳述及保證；
- (d) if the Client does not provide the Bank with the Client's up-to-date financial situation, experience and objectives of FX Transaction, the Bank's ability to assess the suitability of any solicitation or recommendation may be affected;
若客戶未向銀行提供最新的財務狀況、於外匯交易的經驗及目標，則銀行對任何招攬或建議行為是否合適的評估能力可能受到影響；
- (e) the Bank may make available to the Client general information or general explanations about FX Transaction and strategies in FX Transaction (including market views, research and/or investment ideas which are widely available to the Bank's clients) whether prepared by the Bank or others. Unless expressly acknowledged by the Bank in writing, none of this information is personalized or in any way tailored to reflect the Client's particular financial situation, and experience or objectives in FX Transaction;
銀行可能會向客戶提供由銀行或他人準備，關於外匯交易和外匯交易策略的一般資料或一般說明（包括銀行客戶可普遍得知的市場評論、研究和/或投資構想）。除非經銀行以書面明文確認，否則上述資料一概並非個人化的資料，也並非在任何方面為客戶度身定做以反映其特定財務狀況、於外匯交易的經驗或

目標；

- (f) where the Client instructs the Bank to enter into a FX Transaction, the Bank does so on the basis that: (i) the Client has carefully considered any information provided by the Bank (whether tailor made or not) in connection with any FX Transaction (including explanations of the risks and features of FX Transactions); (ii) the Client is satisfied with the information provided by the Bank (if any) in connection with the FX Transaction (including explanations of its risks and features); and (iii) the Client had the opportunity to ask questions and seek independent advice;
當客戶指示銀行訂立外匯交易，客戶是根據下述基礎作出指示：(i) 客戶已小心考慮銀行所提供的有關任何外匯交易的任何資料（不論度身定做與否）（包括對外匯交易的風險和特點的說明）；(ii) 客戶滿意銀行所提供與外匯交易有關的資料（如有）（包括對外匯交易的風險和特點的說明）；及(iii) 客戶曾有機會提問並尋求獨立意見；
- (g) the Client must promptly notify the Bank if the Client does not understand any information provided by the Bank (whether tailor made or not);
如果客戶不明白銀行提供的任何資料（不論度身定做與否），客戶必須迅速地通知銀行；
- (h) subject to and save as otherwise required by applicable laws, the Bank does not accept any responsibility for the performance or monitoring of the Client's FX Transaction unless agreed with the Bank in writing;
在受限於適用規例的前提下及除非適用規例另有要求，除非與銀行書面約定，否則銀行不承擔任何與客戶外匯交易的表現或監察有關的責任；
- (i) subject to and save as otherwise required by applicable laws, the Bank will not advise the Client on an ongoing basis on the making and/or disposal of investments in the Client's Accounts unless agreed with the Bank in writing; and
在受限於適用規例的前提下及除非適用規例另有要求，除非與銀行書面約定，否則銀行將不會就客戶賬戶內的投資決定及/或處置持續地給予意見；及
- (j) subject to and save as otherwise required by applicable laws, the Bank is responsible for being fully apprised of market prices and conditions and the effect of the same on any FX Transaction held by the Client unless agreed with the Bank in writing.
在受限於適用規例的前提下及除非適用規例另有要求，除非與銀行書面約定，銀行有責任充分瞭解市場價格和狀況及其對客戶所持有的任何外匯交易的影響。

18.4 Where the Bank does not make a solicitation or a recommendation to the Client or advise the Client in respect of any FX Transaction, the following clauses shall apply, unless otherwise agreed with the Client or to the extent permitted under applicable laws:

在銀行未就任何外匯交易向客戶進行招攬或建議或提供意見的情況下（除與銀行另行約定，或適用法律允許的情況外），以下條款應適用：

- (a) the Client acknowledges that the Bank does not, and the Bank's employees, agents or correspondents do not on the Bank's behalf, advise the Client on such FX Transaction, and the Bank has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, dealing advisor or other third party in connection with any FX Transaction;
客戶確認銀行沒有，其任何僱員、代理人或代理行也沒有代表銀行向客戶提供任何有關外匯交易的意見，及銀行對於任何外匯交易的介紹行、交易顧問或其他第三方的任何行為、行動、陳述或聲明，概無責任或義務；
- (b) the Client assumes full responsibility for all dealing decisions in any FX Transaction and the Bank is responsible only for the execution and carrying out of the Instructions of the Client in FX Transactions; and
客戶就任何外匯交易的所有買賣決定承擔全部責任，銀行僅負責訂立及執行客戶的外匯交易指示；及
- (c) the Client confirms that the Client has not relied and will not at any time rely on the Bank to provide the Client with any advice.
客戶確認，其一直並在任何時候一概不會依賴銀行向客戶提供的任何意見。

19. DISCLAIMER 免責聲明

19.1 Neither the Bank nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damages suffered by the Client as a result of: -

銀行及其任何董事、僱員或代理人概不就客戶因以下原因而蒙受的任何損失、開支或損害承擔任何責任（不論疏忽或其他責任）：

- (a) the Bank acting or relying on any Instruction given by the Client, except that such Instruction was given following any recommendation given or solicitation by the Bank or by any of its directors, employees or agents contrary to Clause 18.2; or
銀行按照或依賴客戶發出的任何指示行事，除非該等指示依照銀行或其任何董事、僱員或代理給予的違反第 18.2 條的任何建議或招攬而發出的；或
- (b) the Bank's delay or failure to perform or execute the Client's Instruction or its obligations hereunder by the following reasons: (i) any disruption, breakdown, malfunction or failure of transmission, communication or computer facilities; (ii) any postal or other strikes or similar industrial action; (iii) any prevailing market conditions; or (iv) any action of government or governmental agency.
銀行因以下原因而延遲或未能履行或執行客戶的指示或其於外匯交易條款及細則項下的責任：(i) 任何輸送、通訊或電腦設施受干擾、停頓、失常或故障；(ii) 任何郵政或其他行業罷工或其他類似的工業行動；(iii) 任何現行市場狀況；或 (iv) 政府或政府機關的任何行動。

19.2 Without limiting the generality of Clause 19.1, neither the Bank nor any of its directors,

employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damages suffered by the Client arising out of or in connection with the Bank's delay, omission or failure to perform or execute any of the Client's Instruction or its obligations hereunder for whatever reason.

在不限制第 19.1 條的一般適用性原則的前提下，對於客戶由於或關於銀行延遲、遺漏或未能履行或執行客戶的任何指示或其於外匯交易條款及細則項下的責任，不論原因為何，銀行及其任何董事、僱員或代理人概不承擔任何責任（不論疏忽或其他責任）。

20. CLIENT INFORMATION

客戶資料

20.1 The Client shall provide such information as the Bank may from time to time request, such information shall include without limitation financial data concerning the Client. Failure to supply such information may result in the Bank being unable to carry out any FX Transaction in accordance with the Client's Instructions.

客戶須提供銀行不時要求的資料，包括但不限於顧客的財務數據。客戶如未能提供上述資料，可能會令銀行無法依照客戶的指示執行任何外匯交易。

20.2 The Client agrees promptly: (i) to furnish appropriate financial statements to the Bank, (ii) to disclose to the Bank any material change in the financial position of the Client, (iii) to furnish such other information concerning the Client as the Bank may reasonably request, (iv) to notify the Bank in writing if any of the representations contained in the Agreement cease to be true, accurate and correct in any respects, and (v) to notify the Bank of the occurrence of any event specified in Clause 17.1 upon its occurrence.

客戶同意盡快進行以下事情：(i) 向銀行提供適當的財務報表，(ii) 向銀行披露客戶財務狀況的任何重大改變，(iii) 提供銀行可能合理索取關於客戶的其他資料，(iv) 若本協議所載的任何陳述在任何方面不再真實、準確或正確，則書面通知銀行，及 (v) 在第 17.1 條所述的任何事件發生時通知銀行。

21. USE OF CLIENT INFORMATION

客戶資料的用途

21.1 The Client acknowledges that the laws of the relevant jurisdictions binding on the Bank may require the disclosure of information relating to the Client and/or the Client's Accounts. The Client hereby irrevocably authorizes the Bank, without notice or consent from the Client, to disclose to and provide the relevant authorities with all such information and documents of the Client as may be required for such purpose, including without limitation, the name and identity of the Client and the financial position of the Client as may be known to the Bank. The Client shall not hold the Bank liable for any consequences arising from such disclosure, and the Client shall reimburse the Bank on demand for all costs and expenses (including legal costs) incurred by the Bank in complying with requests for such disclosure.

客戶確認，對銀行具約束力的相關司法管轄區的法律，可能規定披露關於客戶及 / 或客戶賬戶的資料。客戶謹此不可撤銷地授權銀行，可在無須通知客戶或取得客戶同意下，

向相關部門披露及提供因此被要求提供的所有客戶資料及文件，包括但不限於客戶的名稱及身份，以及銀行所知的客戶財務狀況。客戶不得就上述披露所引致的任何後果要求銀行負上法律責任。客戶須應要求向銀行償付銀行為遵守上述披露要求而招致的所有費用及開支（包括法律費用）。

- 21.2 The Bank will keep information relating to the Client and the FX Transactions confidential, but is authorized to use such information for the following purposes including but not limited to: (a) the daily operation of the Account and the services provided to the Client; (b) conducting credit enquiries on the Client; (c) ensuring ongoing credit worthiness of the Client; (d) designing and marketing services or related products; (e) collection of amounts outstanding from the Client and those providing security for the Client's obligations; (f) make disclosure under the requirements of any law binding on the Bank; and (g) purposes relating to any of the above. The Bank may provide any such information to the following persons including but not limited to: (i) its auditors, legal advisers, brokers or dealers instructed by the Bank on behalf of the Client; (ii) the Hong Kong Regulators or any other regulatory authority to comply with their requirements or requests for information; (iii) any employee, agent, contractor, sub-contractor or third party service provider who provides administrative, telecommunications, computer, payment, clearing or other services to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank. The Bank shall not be liable in any way to the Client for any disclosure made pursuant to this Clause.

銀行須把關於客戶及外匯交易的資料保密，但銀行獲授權為包括但不限於以下的用途而使用該等資料：(a) 提供予客戶的賬戶及服務的日常工作；(b) 進行客戶的信貸查核；(c) 確定客戶的持續還貸能力；(d) 服務或相關產品的設計及營銷；(e) 向客戶及為客戶債務提供抵押者催收未償還的金額；(f) 根據任何對銀行具約束力的法律規定作出披露；及(g) 任何與上述有關的用途。銀行可提供上述任何資料予以下人士，包括但不限於：(i) 銀行代客戶指示的核數師、法律顧問、經紀或交易商；(ii) 香港監管部門或任何其他監管機構，以遵守其資料規定或要求；(iii) 為銀行的業務經營提供行政、電訊、電腦、付款、結算或其他服務的任何僱員、代理人、承辦商、分判商或第三方服務供應商；及(iv) 任何其他對銀行負有保密責任的人士。銀行無須就根據本條作出的任何披露而以任何方式向客戶承擔任何責任。

22. LIABILITY AND INDEMNITY

責任及彌償

- 22.1 The Client agrees that neither the Bank nor any of its officers, employees or agents shall be liable to the Client for any loss or liability which the Client may incur unless due to fraud or wilful default on the part of the Bank.

客戶同意，除非銀行欺詐或蓄意違責，否則銀行及其任何高級人員、僱員或代理人均無須就客戶可能蒙受的任何損失或負債而向客戶承擔賠償責任。

22.2 The Client shall indemnify and keep the Bank and its directors, officers, delegates, agents, employees, nominees, correspondents or representatives indemnified from and against all costs, claims, demands, actions, proceedings, judgments, suits, liabilities, obligations, penalties, damages, losses, legal expenses and other expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud or wilful default on the part of the Bank) which may be imposed on, asserted against, suffered or incurred by the Bank directly or indirectly arising out of or in connection with :

對於銀行直接或間接由於或關於以下事情而被實施、施加、蒙受或招致的所有費用、權利主張、索付、訴訟、法律程序、裁決、訟案、賠償責任、債務、懲罰、損害賠償、損失、法律開支及其他開支或任何種類或性質的墊付費用（因銀行欺詐或蓄意違責而導致除外），客戶須向銀行及其董事、主管人員、受委人、代理人、僱員、代名人、代理行或代表作出彌償及保持彼等獲得彌償：

- (a) anything done or omitted pursuant to any Instruction of the Client;
根據客戶的任何指示作出或不作出的任何事情；
- (b) anything lawfully done or omitted by the Bank or any action by the Bank in accordance with the Agreement;
銀行根據本協議合法作出或不作出的任何事情或作出的任何行為；
- (c) the default or breach by the Client of any provision of the Agreement or any of the Client's obligations to the Bank;
客戶違反本協議任何條文或客戶對銀行的任何責任；
- (d) any representation or warranty by the Client becoming untrue or inaccurate;
客戶作出的任何陳述或保證變為不真實或不準確；
- (e) the collection of debts owed by the Client;
客戶結欠的債務被催收；
- (f) any act of omission of the Authorized Person of the Client; and
客戶的獲授權人士的任何行為或不作為；及
- (g) the enforcement of any of the provisions of the Agreement.
本協議任何條文被強制執行。

23. JOINT AND SEVERAL LIABILITY/SUCCESSORS

共同及各別責任 / 繼承人

23.1 Where the Client consists of more than one person (whether a partnership or otherwise): -

如客戶由多於一人組成（不論是否合夥）：

- (a) the expression "**Client**" shall include each such person (a "**Joint Client**") and the liability of Joint Clients under the Agreement shall be joint and several;
「客戶」一詞應包括上述每一人（「聯名客戶」），而聯名客戶在本協議下的責任屬共同及各別責任；
- (b) any demand for payment on any one or more of the Joint Clients shall be treated

as a valid demand on all Joint Clients;

對任何一名或以上聯名客戶作出催繳付款，須被視為對所有聯名客戶的有效催繳；

- (c) the Bank shall be entitled to deal separately with any of the Joint Clients on any matter including the release or discharge of any one or more of the Joint Clients from liability under the Agreement or compound with, accept compositions from, or make any other arrangement with, any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Clients;

銀行有權分開與任何聯名客戶處理任何事宜，包括解除或免除任何一名或多名聯名客戶在本協議項下的負債，或與任何該等人士了結、接受債務重組或作出任何其他安排，而不因此解除或免除、或以其他方式妨礙或影響銀行對任何其他聯名客戶享有的權利及濟助；

- (d) each of the Joint Clients shall, in favour of the Bank, waive the right of proof in competition with the Bank in the bankruptcy or insolvency of any of the Joint Clients and none of the Joint Clients shall take from any other Joint Client(s) any counter-security without prior written consent from the Bank;

在任何一名聯名客戶破產或無力償債的情況下，每名聯名客戶須以銀行為受益人放棄與銀行爭相證明債權的權利，而未經銀行事先書面同意，任何聯名客戶均不得從任何其他聯名客戶取得任何反抵押；

- (e) the discharge, satisfaction or performance of any liability, obligation or indebtedness under the Agreement by the Bank in favour of or for the benefit of any of the Joint Clients shall be and be deemed to be full and sufficient discharge, satisfaction or performance of such liability, obligation or indebtedness in favour of or for the benefit of any or all of the Joint Clients. The payment of money or fund by the Bank towards or in favour of any of the Joint Clients shall be and be deemed to be full and sufficient discharge, satisfaction or performance of such payment of money or fund toward or in favour of any or all of the Joint Clients;

銀行向或為任何聯名客戶的利益而解除、清償或履行在本協議項下的任何負債、債務或債項，是及被視為是向或為任何或所有聯名客戶的利益，完全而充分地免除、清償或履行該等負債、債務或債項。銀行向任何聯名客戶支付的款項或資金，是及被視為是向任何或所有聯名客戶完全而充分地解除、清償或履行該支付款項或資金的責任；

- (f) the Agreement shall not be affected by the death, incapacity or Dissolution of any Joint Client;

任何聯名客戶的死亡、無行為能力或解散，概不影響本協議；

- (g) termination of the Agreement pursuant to Clause 25 by any one or more of the Joint Clients or his or their personal representatives shall not affect the continuing liability of the other Joint Clients;

任何一名或多名聯名客戶或其遺產代理人根據第 25 條終止本協議，概不影響其他聯名客戶的持續責任；

- (h) the Bank shall have a lien on the property (including without limitation any currency under any FX Transaction) of each Joint Client and the Bank's lien shall be additional to the rights and remedies of the Bank pursuant to the Agreement;
銀行對每名聯名客戶的財產（包括但不限於任何外匯交易項下的任何貨幣）擁有留置權，而銀行的留置權乃附加於銀行根據本協議享有的權利及濟助；
- (i) each of the Joint Clients severally shall have the authority to give Instructions to the Bank, exercise all rights, powers and discretion pursuant to the Agreement on behalf of the other Joint Clients as if each of them alone was the holder of the Account. Any act, conduct, Instructions, directions, decisions and/or authorizations of any of the Joint Clients shall be jointly and severally binding on the other Joint Clients such that the Bank may follow the Instructions of any one of the Joint Clients in relation to any FX Transaction and shall not be required to give notice to, or obtain authorization from, the other Joint Client in respect of such Instructions;
每名聯名客戶各自有權向銀行發出指示，及根據本協議代其他聯名客戶行使所有權利、權力及酌情權，猶如每名聯名客戶獨自是賬戶持有人一樣。任何聯名客戶的任何行動、行為、指示、指令、決定及 / 或授權，均共同及各別地對其他聯名客戶具約束力，令銀行可依照任何一名聯名客戶就任何外匯交易發出的指示，無須就該等指示向其他聯名客戶發出通知或取得授權；
- (j) the Bank shall be under no duties whatsoever (including without limitation any duty to inquire into or see to) in respect of the application of any monies or properties between the Joint Clients;
銀行對於任何款項或財產在各聯名客戶之間如何應用概無任何責任（包括但不限於查問或監察的責任）；
- (k) any of the Joint Clients is not entitled to claim or assert interest, benefit, ownership or title to any particular or specific currency under any FX Transaction separately or independently with any other Joint Clients;
任何聯名客戶均無權分別或獨立地與任何其他聯名客戶申索或主張，對任何外匯交易下的任何具體或指定貨幣擁有權益、利益、擁有權或產權；
- (l) the Joint Clients have entered into the Agreement with a right of survivorship;
聯名客戶基於生存者取得權而訂立本協議；
- (m) in the event of death of any Joint Client, the estate of the deceased Joint Client or the surviving Joint Client(s) shall immediately notify the Bank in writing of the relevant death and produce and deliver to the Bank true copy of proof of such death and such other documents as the Bank may in its absolute discretion require (but the Bank is not required to verify the authenticity of such evidence so produced); and
假如任何聯名客戶死亡，已故聯名客戶的遺產或在生的聯名客戶須立即書面通知銀行，並向銀行出示及交付死亡證明文件的真實副本及銀行絕對酌情要求的其他文件（但銀行無須核實所出示證據是否真確）；及
- (n) each of the Joint Clients shall be bound by the Agreement regardless of the arrangement or agreement among the Joint Clients and notwithstanding the

Agreement may be invalid or unenforceable against any one or more of the Joint Clients (whether or not the deficiency is known to the Bank).

不論各聯名客戶之間有任何安排或協議，各聯名客戶均須受本協議約束，而不論本協議是否對任何一名或多名聯名客戶無效或不可強制執行（不論銀行是否知道有關缺陷）。

24. SINGLE AND CONTINUOUS AGREEMENT

單一及持續協議

- 24.1 The Agreement shall be continuous, and shall cover individually and collectively all Accounts which the Client may open from time to time with the Bank. Each FX Transaction shall be governed by the terms and conditions of the Agreement and the relevant Confirmation, unless otherwise agreed by the Parties. Each Confirmation shall supplement and form a part of the Agreement and shall be read and construed on the terms and subject to the terms of the Agreement, so that the Agreement and all Confirmations, the Account Opening Form together with the T&Cs for Fx Transactions, and their amendments, constitute a single agreement between the Client and the Bank. 本協議持續有效，並個別及共同地涵蓋客戶不時在銀行開立的所有賬戶。除非雙方另有協議，否則每項外匯交易均受本協議及有關確認書的條款及細則約束。每份確認書均補充並構成本協議的一部分，須與其條款一併閱讀，根據其條款解釋，及受本協議的條款管限，使本協議及所有確認書、開戶申請書、外匯交易條款及細則以及對以上各項的修訂，構成客戶與銀行之間的單一協議。

25. TERMINATION

終止

- 25.1 Either Party may terminate the Agreement at any time by written notice to the other Party to take effect immediately or on such date as may be specified in such notice. The termination of the Agreement shall not affect or prejudice:-
任可一方可隨時向對方發出書面通知，立即或於該通知指定的日期終止本協議。本協議的終止概不影響或妨害：

- (a) the Liabilities, obligations or indebtedness of the Client existing, arisen or incurred at the time under the Agreement and/or any agreement made with the Bank on or before the termination of the Agreement, including but not limited to the indebtedness, Liabilities or obligations of the Client arising out of or in connection with any open positions or outstanding FX Transactions at the time of the termination of the Agreement;
客戶根據本協議及 / 或與銀行訂立的任何協議，在本協議終止之時或之前現有、產生或招致的負債、責任或債項，包括但不限於客戶由於或關於在本協議終止之時任何未平倉合約或未完成外匯交易而產生的債項、責任或債務；
- (b) the Liabilities, obligations or indebtedness of the Client arising out of or in connection with any agreements, warranties, representations, undertakings

and indemnities given by the Client under the Agreement and/or any agreement made with the Bank;

客戶由於或關於其根據本協議及 / 或與銀行訂立的任何協議作出的任何協議、保證、陳述、承諾及彌償而產生的負債、責任或債項；

- (c) the rights and powers to liquidate, terminate, transfer or settle all the open positions or outstanding FX Transactions of the Client, and the rights and powers to take such action or do all such acts and things incidental or in relation to the liquidation, termination, transfer or settlement mentioned in this Clause; and

把客戶所有未平倉合約或未完成外匯交易平倉、終止、轉移或清算的權利及權力，及作出本條所述的平倉、終止、轉移或交收的所有附帶或有關行為及事情的權利及權力；及

- (d) the rights and powers to take such action or do all such acts and things incidental or in relation to the termination, conclusion, consolidation, clearing or settlement of all the Client's Liabilities, obligations or indebtedness under the Agreement, or the rights and powers to take such action or do all such acts and things incidental or in relation to the termination of the Agreement.

就終止、結束、綜合、結算或清算客戶在本協議項下的所有負債、責任或債項而採取或作出所有附帶或有關行動、行為及事情的權利及權力，或就終止本協議而採取或作出所有附帶或有關行動、行為及事情的權利及權力。

- 25.2 Upon termination of the Agreement under Clause 25.1, all amounts due or owing by the Client to the Bank under the Agreement shall become immediately due and payable. The Bank shall cease to have any obligation to enter into any FX Transaction with the Client in accordance with the provisions of the Agreement, notwithstanding any Instructions from the Client to the contrary.

本協議根據第 25.1 條終止後，客戶在本協議項下結欠或欠下銀行的所有款額將變為立即到期應付。即使客戶有任何相反指示，銀行亦再無任何責任根據本協議條文與客戶進行任何外匯交易。

- 25.3 As soon as practicable after termination of the Agreement, the Bank shall have the power to sell, realize, redeem, liquidate or otherwise dispose of all or part of the currency under any FX Transaction or otherwise held in any Account of the Client with the Bank for such consideration and in such manner as the Bank shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by the Bank in such sale, realization, redemption, dissolution or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to the Bank and outstanding (whether actual or contingent, present or future or otherwise) under the Agreement and second, all other Liabilities, at the Client's sole risk and cost and without incurring any liability on the part of The Bank for any loss or damage incurred by the Client.

本協議終止後，銀行有權盡快按銀行絕對酌情認為必要的代價及方式，出售、變賣、贖回、平倉或以其他方式處置在任何外匯交易項下或以其他方式在客戶於銀行任何賬戶持有的全部或部分貨幣，以首先清償銀行在上述出售、變賣、贖回、解散或處置中招致的

所有成本、收費、費用及開支（包括法律開支），及在本協議項下結欠或欠下的所有其他款項及款額，及已累計、正在累計、結欠但未償還予銀行的其他負債（不論實際或或然、現時或未來或其他），其次清償所有其他負債，而風險及費用由客戶單獨承擔，並且不會就客戶招致的任何損失或損害而使銀行負上任何責任。

25.4 Any cash proceeds remaining after satisfaction of all sums specified in Clause 25.3 shall be credited to any Account of the Client with the Bank.

在清償第 25.3 條所述的所有款項後剩餘的任何款項，須存入客戶在銀行開立的任何賬戶。

25.5 Upon termination of the Agreement (or otherwise), the Client shall also be liable to the Bank for interest on all losses, damages, costs, and expenses incurred by the Bank arising out of or relating to the Client's failure to satisfy the Client's obligations under the Agreement at a rate equal to the greater of :-

本協議終止(或未終止)時，客戶亦須向銀行負責銀行由於或關於客戶未能清償本協議項下債務而招致的所有損失、損害賠償、費用及開支而產生的利息，利率相等於以下較高者：

(a) the applicable rate after the occurrence of an Event of Default under any banking facility the Client may have with the Bank; or

根據客戶在銀行使用的任何銀行融資，違約事件發生後的適用利率；或

(b) the Bank's cost of fund plus two percent (2%) per annum, from the date the Bank incurs or sustains such losses, damages, costs, and expenses computed on the basis of a 360-day or 365-day year (as appropriate), actual days elapsed.

銀行的資金成本加年息兩厘（2%），由銀行招致或蒙受上述損失、損害賠償、費用及開支的利息起，以一年 360 日或 365 日的適用者的基礎按實際已過日數計算。

26. FORCE MAJEURE

不可抗力

26.1 Neither of the Parties shall be liable for any loss sustained by the other, directly or indirectly, if either Party is prevented from acting as a direct or indirect result of local or foreign restrictions or regulations imposed by authorities or governments, the imposition of emergency procedures or suspension of dealing by any relevant market, Acts of God, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes, lockouts, irregularities or break down of public communication or other circumstances beyond either Party's control.

任何一方如直接或間接由於本地或外地當局或政府實施的限制或規定、任何有關市場實施的緊急程序或暫停交易、天災、動亂、實際或威脅的恐怖主義行為、自然災害、戰爭、罷工、閉廠、公共通訊故障或停頓或任何一方控制範圍以外的其他情況以致無法行事，該方無須就對方直接或間接承受的任何損失承擔責任。

- 26.2 The Bank shall not be liable or responsible for any inaccuracy, interruption, delay or default in the transmission of a FX Transaction occasioned by circumstances beyond the Bank's reasonable control.

對於任何因銀行合理控制範圍以外的情況造成外匯交易傳送的任何不準確、干擾、延誤或缺失，銀行概不承擔法律責任或責任。

27. COMBINATION AND SET-OFF

綜合及抵銷

- 27.1 Notwithstanding anything contained in the Agreement or any other agreement between the Bank and the Client, the Client irrevocably and unconditionally authorizes and directs the Bank to, with or without notice, set-off and withhold from and apply the Retained Properties, currencies, receivables, monies or funds held in or for any Account with the Bank against and in whole or partial payment, discharge or satisfaction of any indebtedness, obligation or Liabilities of whatsoever nature (whether primary, collateral, several, joint or in other currencies and whether or not in connection with any Account or any other previous closed Account) owed by the Client to the Bank.

即使本協議或銀行與客戶訂立的任何其他協議載有任何規定，但客戶不可撤銷及無條件地授權及指示銀行，經發出或不發出通知，抵銷、預扣及運用 在或為任何在銀行開立的賬戶持有的保留財產、貨幣、應收賬款、款項或資金，以全部或局部支付、履行或清償客戶結欠銀行的任何性質的債項、責任或負債（不論基本、連帶的、各別、共同或其他貨幣，亦不論關於任何賬戶或任何先前已結束的賬戶）。

- 27.2 Without prejudice to the generality of Clause 27.1, if the Client has more than one Account with the Bank, the Bank is hereby authorized by the Client to combine or consolidate at any time without notice to the Client all or any of such Accounts and set-off, apply or transfer any of the Retained Properties, monies, funds, currencies, properties or assets in any one or more of such Accounts in or towards payment, discharge or satisfaction of any indebtedness, obligations or Liabilities of the Client of whatsoever nature, actual or contingent, primary or collateral, secured or unsecured, joint or several, to the Bank in respect of any other Accounts. Where any such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange prevailing in such foreign exchange market as the Bank shall determine to be relevant on the date of the combination, consolidation, set-off or transfer.

在不損害第 27.1 條的一般適用性的原則的前提下，若客戶在銀行擁有超過一個賬戶，銀行獲客戶授權隨時無須通知客戶而將上述全部或任何賬戶綜合或整合，及將上述任何一個或多個賬戶內任何保留財產、款項、資金、貨幣、財產或資產抵銷、運用或轉賬，以支付、解除或清償客戶就任何其他賬戶結欠銀行的任何性質的債項、責任或負債，不論是實際或或然、基本或附屬、有抵押或無抵押、共同或各別。若在上述任何綜合、整合、抵銷或轉賬時須將一種貨幣兌換成另一種貨幣，兌換時須按銀行在綜合、整合、抵銷或轉賬當日決定為相關的外匯市場的現行現貨兌換率計算。

- 27.3 Notwithstanding anything contained in the Agreement or any other agreement between the Bank and the Client, in relation to such monies or funds arising from the purchase and sale of any currency by the Client, the Client irrevocably and unconditionally authorizes and directs the Bank to, with or without notice, set-off and withhold from and apply any monies or funds payable by the Bank to the Client against and in whole or partial payment, discharge or satisfaction of any monies or funds owed by the Client to the Bank.

即使本協議或銀行與客戶訂立的任何其他協議載有任何規定，但就客戶買賣任何貨幣的任何款項或資金而言，客戶不可撤銷及無條件地授權及指示銀行，經發出或不發出通知，將銀行應向客戶支付的任何款項或資金抵銷、預扣或運用，以全部或局部支付、履行或清償客戶結欠銀行的任何款項或資金。

28. AUTHORIZATION

授權

- 28.1 The Client irrevocably and unconditionally directs, authorizes, instructs and agrees that the Bank shall deliver, transfer, debit, deduct or pay from any Client's Account with the Bank to the Bank such receivables, monies or funds as the Bank shall determine from time to time and/or in or towards the total or partial satisfaction, payment or discharge of any monies, indebtedness, outstanding amounts, obligations or Liabilities incurred, owing, due or payable by or from the Client to or in favour of the Bank.

客戶不可撤銷地及無條件地指令、授權、指示及同意銀行，從客戶在銀行的任何賬戶向銀行交付、轉移、扣減、扣除或支付銀行不時決定的應收賬款、款項或資金，及 / 或全部或局部清償、支付或解除客戶招致、結欠、到期支付或應付予銀行的任何款項、債項、未償還金額、責任或負債。

- 28.2 The Client agrees and accepts that all the acts, things and matters done or made by the Bank pursuant to this Clause shall be and be treated and deemed the acts, things, and matters done or made by the Client, and shall be absolutely binding on the Client in all respects and for all purposes.

客戶同意及接受，銀行根據本條作出的所有行為、事情及事宜，是及須被當作及視為是客戶作出的行為、事情及事宜，並在所有方面及就所有目的而言無條件地對客戶具約束力。

29. COMMUNICATIONS, NOTICE AND SERVICES

通訊、通知及送達

- 29.1 Unless otherwise specified in the Agreement, any notice to be made or given by the Client to the Bank under the Agreement shall be in writing.

除非本協議另有訂明，否則客戶根據本協議須作出或發出的通知均須採用書面形式。

- 29.2 Without prejudice to other provisions of the Agreement relating to communication or

notice by or from the Bank and the right of the Bank to use any way or method of communication, any report, confirmation, statements, notice and other communication from the Bank to the Client under the Agreement may be delivered personally or sent by post or telex or fax or E-mail addressed to the Client at the address or telex number or fax number or E-mail address set out in the Account Opening Form, at its registered office or at such other address or telex number or fax number or E-mail address as may have been notified in writing by the Client to the Bank (such notification shall only take effect 24 hours after the actual receipt of the same by The Bank). Any such report, confirmation, statements, notice and other communication shall be and be deemed to have been received by the Client: (a) if hand delivered, when delivered; (b) if given by post, the 2nd day after the same has been posted if posted in Hong Kong to an address in Hong Kong, and on the 5th day after the same has been posted if posted to or from a place outside Hong Kong; or (c) if given by telex or fax or E-mail, at the same time as it is dispatched. The contents of such report, confirmation, statement, notice or communication or statement of account issued by the Bank shall be or be deemed correct, accurate and conclusive and no objection thereto shall be made by the Client unless written objection is actually received by the Bank within five (5) Business Days after delivery by hand, by telex or fax or E-mail, or by post.

在不損害本協議關於銀行作出或發出通訊或通知的其他條文及銀行採用任何通訊方式或方法的權利的前提下，銀行根據本協議向客戶發出的任何報告、確認書、結單、通知及其他通訊，可以專人派遞或郵寄、電傳、傳真或電郵到客戶在開戶申請書填寫的地址、電傳或傳真號碼或電郵地址、其註冊辦事處地址或客戶已書面通知銀行的其他地址、電傳或傳真號碼或電郵地址（有關通知於銀行實際收到後 24 小時才生效）。客戶在以下時間收到及被視為已收到上述報告、確認書、結單、通知及其他通訊：(a) 如以專人派遞，於派遞之時；(b) 如以郵寄，在香港投寄到香港地址後第 2 日，或從香港以外投寄或投寄到香港以外後第 5 日；或 (c) 如以電傳、傳真或電郵，在發送之時。除非在專人派遞、電傳、傳真、電郵或郵寄後五(5)個營業日內，銀行實際收到書面反對，否則銀行發出的上述報告、確認書、結單、通知及其他通訊或賬戶結單是及被視為是正確、準確及不可推翻，客戶不得就此提出反對。

- 29.3 Without prejudice to the other provisions of the Agreement, any letter, notice, documents or other communication from the Client to the Bank shall take effect only on actual receipt and actual notice of the same by the Bank.

在不損害本協議其他條文的前提下，客戶向銀行發出的任何書信、通知、文件或其他通訊，僅於銀行實際收到及實際知悉時生效。

30. TIME OF THE ESSENCE

時間是要素

- 30.1 Time shall in every respect be of the essence in relation to all Liabilities and obligations of the Client under the Agreement.

就客戶在本協議項下所有負債及責任而言，時間在所有方面均屬要素。

31. AUTOMATIC POSTPONEMENT

自動押後

- 31.1 It is hereby agreed that if any day on which the Bank has agreed or obliged to do, take or conduct any matter, action or Transaction (the “**Action Date**”) shall fall on a day which is not a Business Day or shall fall on a day on which typhoon signal No.8 or above or black rainstorm signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m., the Action Date shall automatically be postponed to the next Business Day or such next Business Day on which no typhoon signal No.8 or above or black rainstorm signal is hoisted as aforesaid.

雙方謹此同意，若銀行已同意或必須作出、採取或進行任何事情、行動或交易的任何日子（「**行動日期**」）並非營業日，或當日香港上午 9 時至下午 5 時的任何時間懸掛八號或以上颱風信號或黑色暴雨警告信號，該行動日期則須自動押後至下一個營業日，或下一個沒有如上述懸掛八號或以上颱風信號或黑色暴雨警告信號的營業日。

32. SEVERABILITY

條文可分割

- 32.1 Any provision in the Agreement which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction. Where, however, the provisions of any applicable law may be waived, they are waived by the Parties hereto to the full extent permitted by such law to the end that the Agreement shall be a valid and binding agreement enforceable in accordance with its terms and conditions.

若本協議任何條文因任何原因在任何司法管轄區不合法、無法律效力或不可強制執行，該條文僅在上述不合法、無法律效力或不可強制執行的限度內無效，並不影響本協議其餘條文的合法性、法律效力或可強制執行性，亦不影響該等條文在任何其他司法管轄區的合法性、效力或可強制執行性。但假如任何適用法律的規定可予豁免，雙方謹此在該法律許可的最大限度下豁免該等規定，使本協議成為可根據其條款及細則強制執行的有效及具約束力的協議。

33. ASSIGNMENT

轉讓

- 33.1 The Client shall not assign, transfer, alienate, charge, delegate or otherwise dispose of any of its rights, interest, benefits, Liabilities or obligations under the Agreement. The Bank may assign or transfer any of its rights and obligations under the Agreement without the prior consent of the Client. Any assignee, transferee or successor of the

Bank shall have the same interest, rights, benefits, liabilities and remedies as if it were the Bank. The Bank may delegate and sub-contract the performance of its obligations hereunder as it thinks fit.

客戶不得將其於本協議項下的任何權利、權益、利益、負債或責任，轉讓、轉移、讓與、押記、轉授或以其他方式處置。銀行可轉讓或轉移其於本協議項下任何權利及責任，而無須客戶事先同意。銀行的任何受讓人、承讓人或繼承人擁有與銀行相同的權益、權利、利益、責任及補救方法，猶如其為銀行一樣。如銀行認為適合，可轉授或外判予他人履行其於本協議下的責任。

- 33.2 Upon the Bank assigning and transferring all its rights and obligations under the Agreement to any assignee (whether due to a restructuring or transfer of business or otherwise), the Client undertakes to give a written direction in favour of the Bank authorizing the Bank to transfer all the Client's Accounts and any monies or currency in such Accounts held by the Bank to the assignee, failing which the Bank shall terminate the Agreement in accordance with Clause 25.

在銀行向任何受讓人轉讓及轉移其於本協議項下所有權利及責任後（不論因業務重組或轉移或其他原因），客戶承諾向銀行發出書面指示，授權銀行將客戶所有賬戶及銀行在該等賬戶持有的任何款項或貨幣轉移至受讓人，否則銀行將根據第 25 條終止本協議。

34. SUCCESSORS AND ASSIGNS

繼承人及受讓人

- 34.1 The Agreement shall enure for the benefit of the Bank, its successors and assigns and shall be binding upon the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be.

本協議須為銀行、其繼承人及受讓人的利益而生效，並對客戶的承繼人、遺囑執行人、遺產管理人、遺產代理人、繼承人及受讓人（視所屬情況而定）具約束力。

35. MISCELLANEOUS PROVISIONS

其他規定

- 35.1 The Agreement supersedes all prior engagements, arrangements, agreements and contracts whether oral or in writing whatsoever made by the Bank. No warranties or representations express or implied are or have been made or given by the Bank or by anybody on its behalf relating to the subject of the Agreement prior to the entering hereof. If any such warranty or representation express or implied has been made the same is withdrawn or deemed to have been withdrawn immediately before the Bank entering into the Agreement. However, the Agreement does and will not supersede any prior engagements, arrangements, agreements and contracts whether oral or in writing whatsoever and whether past, present or future made by the Client with or in favour of the Bank, and does and will not affect or prejudice any or all the Liabilities, obligations or indebtedness (whether oral or in writing whatsoever and whether past, present or future) of the Client to the Bank.

本協議取代銀行先前作出的所有口頭或書面承諾、安排、協議及合約。銀行或任何代表

銀行的人士並無在訂立本協議前就本協議主題事宜作出或給予任何明示或隱含的保證或陳述。如曾作出上述任何明示或隱含的保證或陳述，該等保證或陳述已或被視為已在緊接銀行訂立本協議前被撤回。然而，本協議並不亦不會取代客戶與或向銀行先前作出的任何過去、現時或未來的口頭或書面承諾、安排、協議及合約，亦並不及不會影響或損害客戶對銀行的任何或所有負債、責任或債項（不論口頭或書面，亦不論過去、現時或未來）。

- 35.2 The Bank and the Client shall notify each other promptly in writing of any material changes in the information provided under the Agreement or any agreement entered into pursuant to the Agreement or relating to any Account.

如根據本協議提供或任何根據本協議或關於任何賬戶而訂立的協議提供的任何資料有任何重大變更，銀行及客戶均須從速書面通知對方。

- 35.3 The Bank may at its discretion amend, delete or substitute any of the terms in the T&Cs for Fx Transactions or add new terms to the T&Cs for Fx Transactions by sending to the Client a notice in writing ("**Amendment Notice**") fourteen (14) days prior to such change taking effect (unless any such change is not within the Bank' control). Details of such amendment, deletion, substitution or addition will also be available for collection at the office of the Bank during the business hours. Such amendment, deletion, substitution or addition shall (save as aforesaid) be deemed incorporated in the T&Cs for Fx Transactions and shall form part of the Agreement unless objected to in writing by the Client within fourteen (14) days from the date of the Amendment Notice, in which case (if such amendment, deletion, substitution or addition form part of the Agreement) the Bank shall terminate the Agreement in accordance with Clause 25.

銀行可酌情修改、刪除或替代外匯交易條款及細則中的任何條款，或在外匯交易條款及細則增加任何新條款，但須在有關變更生效前十四(14)日向客戶發送書面通知（「**修訂通知**」）（除非有關變更並非銀行控制範圍內）。該等修訂、刪除、替代或新增內容亦可於營業時間內在銀行辦事處索取。除非客戶在修訂通知日期起十四(14)日內提出書面反對，否則該等修訂、刪除、替代或新增（上述例外情況除外）須被視為已納入外匯交易條款及細則並構成本協議一部分，如屬此情況（如該等修訂、刪除、替代或新增構成本協議一部分），銀行將根據第 25 條終止本協議。

- 35.4 The Client undertakes and acknowledges that the Client shall at all times notify the Bank in writing, and sign (the signature shall conform to the specimen signature provided to the Bank in the Account Opening Form), of any change of the Client's particulars (where the Client shall consist of any individual, the Client's personal particulars), address(es), telephone number(s), facsimile number(s) and/or E-mail address(es).

客戶承諾及確認，客戶的詳情（如客戶包括任何個人，則客戶的個人資料）、地址、電話號碼、傳真號碼及 / 或電郵地址如在任何時間有任何變更，須書面通知銀行並簽署（須與在開戶申請書向銀行提供的簽署樣式相同）。

35.5 Except as provided in the Agreement, the rights, powers, remedies and privileges in the Agreement are cumulative and not exclusive of any right, powers, remedies and privileges provided by law.

除本協議有所規定外，本協議的權利、權力、補救方法及特權均可累積，並不排除法律訂明的任何權利、權力、補救方法及特權。

35.6 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of the T&Cs for Fx Transactions, the Client and the Bank agree that the English version shall prevail.

如果外匯交易條款及細則的英文版本與中文版本有任何不一致的解釋或意思，客戶及銀行同意以英文版本為準。

36. ASSUMPTION OF RISKS

承擔風險

36.1 The Client agrees and confirms that it is aware that :

客戶同意及確認，客戶知道：

- (a) the risk of loss in FX Transactions can be substantial;
外匯交易的虧損風險可以相當巨大；
- (b) placing contingent orders (such as “stop-loss” or “stop-limit” orders) will not necessarily limit losses to the intended amounts and market conditions may make it impossible to execute such orders;
設定備用指示(例如「止蝕」或「限價」等指示)未必能夠將損失限於擬定金額，市場狀況可能使該等指示無法執行；
- (c) the Client may be called upon at short notice to provide additional funds or collaterals so that if the required funds or collaterals are not provided within the prescribed time, the Client’s position may be liquidated and the Client will remain liable for any resulting deficit in its Account;
客戶可能被要求在短時間內提供額外資金或抵押品，如果客戶未能在指定時間內提供所需的資金或抵押品，客戶的合約可能被平倉，而客戶仍須就其賬戶內任何因此導致的虧損負責；
- (d) transactions in Options carry a high degree of financial risk;
期權交易涉及很高的財務風險；
- (e) Buyers and Sellers of Options should familiarize themselves with the type of Option which they contemplate dealing and the associated risks;
期權的買方及賣方均應熟識其預期買賣的期權種類及相關風險；
- (f) the Seller of Option might be liable to provide additional funds and/or collaterals to maintain the position if the market moves unfavorable; and
如果市場走勢不利，期權的賣方可能須提供額外資金及 / 或抵押品，以維持倉位；及
- (g) the Seller will also be exposed to the risk of the Buyer exercising the Option and the Seller will be obligated to either settle the Option in cash or to acquire or deliver the underlying currency so that if the Option is not covered, the risk of loss

can be unlimited.

賣方亦承受買方可能行使期權的風險，屆時賣方將必須以現金結算期權，或購買或交付相關貨幣，假如期權沒有備兌，虧損風險可以是無限的。

- 36.2 The Client should therefore carefully consider whether such dealing is suitable in light of the Client's own financial position and investment objectives.

因此，客戶應因應客戶本身的財務狀況及投資目標，仔細考慮有關買賣是否適合自己。

37. WAIVER

放棄權利

- 37.1 No failure or delay on the Bank's part to exercise any power, right or remedy which the Bank may have shall operate as a waiver thereof.

銀行未能或延遲行使銀行享有的任何權力、權利或補救方法，概不構成放棄該等權力、權利或補救方法。

38. CONFLICT OF INTEREST AND DISCLOSURE

利益衝突及披露

- 38.1 In relation to the FX Transaction, the Bank may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to the FX Transaction directly or indirectly (the "**Material Interest**"). The Bank's directors, employees or agents may trade contracts on their own account pursuant to the Bank's internal policy. The Bank will take reasonable acts to make sure fair treatment for the Client in relation to any of such FX Transaction subject to the applicable laws.

銀行與客戶可能會直接或間接在外匯交易中，有重大利益、關係、安排或責任(下稱「**重大利益**」)或在該等利益、關係、安排或責任上產生衝突。銀行的董事、僱員或代理人可根據銀行的內部政策以自己的利益交易外匯合約。銀行會採取一切合理行為，確保客戶根據所有適用法律令於任何外匯交易中得到公平的對待。

- 38.2 To the extent permitted by the applicable laws, the Bank shall be entitled to give advice or make recommendation to the Client or enter into the FX Transaction for or with the Client or act as the Client's agent or provide any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom.

於法律容許的最大範圍內，儘管存在重大利益，客戶同意銀行有權向客戶提供意見或提議或就交易或為客戶或與客戶進行交易或以客戶的代理人身份行事或提供任何其他服務，而銀行沒有責任向客戶披露由上述交易或銀行服務而產生的利益。

- 38.3 Subject to the applicable laws, the Bank shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit commission or remuneration made or received (whether from any customer or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for FX Transaction.

在受所有適用法律規管的前提下，銀行除須向客戶通知所收取的有關收費或佣金外，毋

須向客戶解釋或披露銀行在外匯交易或服務上收取的任何利益、佣金或報酬(不論從任何顧客身上或因重大利益或其他方面獲得)。

39. RISK DISCLOSURE STATEMENT

風險披露聲明

- 39.1 The Client represents (which representation will be deemed to be repeated on each date that a FX Transaction is entered into) to the Bank that the Risk Disclosure Statement has been fully explained to it and that it has been invited to seek independent legal and financial advice in relation to the matters as more particularly set out in the Risk Disclosure Statement. The Client further declares that the Client has carefully read the Risk Disclosure Statement and fully understands and accepts the content of the same and agrees to be bound by the same.

客戶向銀行陳述(該等陳述被視為在每項外匯交易的訂立日期重述)風險披露聲明的全部內容已向其解釋及其已獲建議就風險披露聲明所載的具體內容諮詢獨立法律及財務意見。客戶並進一步聲明其已仔細閱讀風險披露聲明及完全明白及接受其內容及同意受其約束。

40. GOVERNING LAW AND JURISDICTION

管限法律及司法管轄權

- 40.1 The Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Parties agree to submit to the exclusive jurisdiction of the Hong Kong courts. This Clause 40.1 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to this Agreement in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

本協議及其項下所有權利、義務及責任受香港法律管轄並依香港法律解釋，且各方同意接受香港法院對本協議的專屬司法管轄權。本第 40.1 條僅為銀行的利益而設。因此，不應阻止銀行在任何其他具有管轄權的法院提出與本協議有關的法律程序。在法律許可的範圍內，銀行可在任何數目的司法管轄區內同時提起法律程序。

- 40.2 The Client agrees that any writ, summons, order, judgment or other document shall be and be deemed duly and sufficiently served on the Client if addressed to the Client and left at or sent by post to the Client's registered office or the address of the Client set out in the Account Opening Form or last known to the Bank. The foregoing shall not limit the Bank's right to serve process on the Client in any manner permitted by laws of the relevant jurisdiction.

客戶同意，任何令狀、傳票、命令、裁決或其他文件，如註明客戶為收件人並放在或郵寄到客戶的註冊辦事處、客戶在開戶申請書填寫的地址或銀行最後所知的客戶地址，即已及被視為已妥當及充分地送達予客戶。上述規定並不限制銀行以有關司法管轄區的法律許可的任何方式向客戶送達法律程序文件。

- 40.3 If the Client is an individual or an oversea company not registered pursuant to part 16 of the Companies Ordinance (Cap. 622, Laws of Hong Kong), the service of any process connected with proceedings in the Hong Kong courts will be deemed to have been validly served on the Client if it is received by its process agent whose name and present address are set out in the Agreement and service will be deemed to have been acknowledged by

the Client if it is acknowledged by the process agent.

如果客戶是個人或不是香港註冊公司或根據《公司條例》(香港法律第 622 章)第 16 部註冊的非香港公司，有關香港法庭司法程序及有關本協議之任何文件之送達，如其已由名稱及現時地址載列於本協議之法律程序文件代理人所收受，應被視為已有效送達於客戶。如其已由法律程序文件代理人確認，則應被視為已為客戶確認。

PART II
第二部份
RISK DISCLOSURE STATEMENT
風險披露聲明

This risk disclosure statement is not intended to disclose an exhaustive list of all of the risks in respect of FX Transaction trading. The Client should not enter into the relevant trading contract unless the Client understands the nature and the extent of risk thereof. FX Transaction trading may not be suitable for many members of the investing public. The Client should carefully consider whether trading to be entered into is appropriate for the Client in light of the Client's experience, objectives, financial resources and all other circumstances.

本風險披露聲明不是一份外匯交易買賣所有風險的毫無遺漏的列表。客戶不應訂立相關買賣合約，除非客戶明白該合約的性質及風險程度。外匯交易買賣對很多公眾投資者都並不適合，客戶應就本身的投資經驗、投資目標、財政資源及所有其他條件，小心衡量客戶是否適合參與將訂立的買賣。

RISK OF LEVERAGED, MARGIN OR OPTION FOREIGN EXCHANGE TRADING
槓桿式、保證金或期權外匯交易的風險

1. The risk of loss in leveraged, margin or Option foreign exchange trading can be substantial. The Client may sustain losses in excess of the initial margin or funds and any additional margin or additional funds or collateral deposited with the Bank to establish or maintain a position. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders at the designated time or price or at all. Furthermore, the Client may find it difficult or impossible to liquidate a position under certain market conditions. The Client may be called upon by the Bank to deposit additional margin funds at short notice. If the required funds are not provided within the prescribed time, the Client's positions in leveraged foreign exchange trading may be closed-out and liquidated by the Bank without further notice to the Client. The Client will remain liable for any resulting deficit in the Client's account.

槓桿式、保證金或期權外匯交易的虧損風險可以十分重大。客戶所蒙受的虧損可能超過客戶的最初保證金或款額及任何為了設立或維持未平倉合約而存放於銀行的額外保證金或額外款額或抵押品。即使客戶定下備用交易指示，例如“止蝕”或“限價”交易指示，亦未必可以將虧損局限於客戶原先設想的數額。市場情況可能使這些交易指示無法於指定時間或價格執行。客戶可能被要求一接到通知即存入額外的保證金款額。如客戶未能在所訂的時間內提供所需的款額，客戶的未平倉合約可能會被銀行沒有進一步通知客戶的情況下平倉及結清。客戶將要為客戶的帳戶所出現的任何虧損承擔責任。

2. If the market moves against the Client's position, the Bank may call upon the Client to deposit immediately substantial amount of additional margin in order to maintain the Client's position. If the required additional margin is not received by the Bank immediately, the Client's position may be closed-out and liquidated by the Bank without further notice to the Client. Any such close-out will likely result in a loss to the Client and, in addition, the Client will be liable to make further payment to the Bank in the event that the Client's margin deposits do not cover the full loss accruing to the Client's account upon any close-out.

倘若市場變化不利於客戶之持倉時，銀行可能會通知客戶立即存入大筆額外保證金補倉，以便客戶得以繼續持有手上之合約。倘若銀行未能立即收到所需額外保證金，客戶的未平倉合約可能會被銀行沒有進一步通知客戶的情況下被平倉及結清。任何如此平倉可能令客戶虧蝕，而且如果客戶的保證金存款不足以彌補客戶帳戶在任何平倉時產生的全部損失，客戶須承擔向銀行進一步付款的責任。

3. A "spread" position may not be less risky than a simple "long" or "short" position.
採取「跨價/期組合」不一定比採取單邊的買入(長倉)或沽出(短倉)的風險少。
4. The high degree of leverage which is often obtainable through margin foreign exchange trading can work against the Client as well as for the Client. The use of leverage can lead to large losses as well as gains.
通常以保證金外匯交易獲得的高度槓桿效應可對客戶不利，亦可對客戶有利。槓桿的使用可導致巨大的損失，亦可導致巨大的收益。
5. The Client should therefore carefully consider whether leveraged, margin or Option foreign exchange trading is suitable for the Client in light of the Client's own experience, investment objectives, financial condition and other relevant circumstances.
因此，客戶必需仔細考慮，客戶的財務狀況、投資目標及其他相關情況，槓桿式、保證金或期權外匯交易買賣是否適合客戶。

ADDITIONAL RISK OF FOREIGN EXCHANGE OPTION TRADING

期權外匯交易買賣的額外風險

1. Risk of trading Options **期權交易的風險**

If the Client trades Options, it should be aware of the exercise and expiration procedures and its rights and obligations upon exercise or expiry.

如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

2. Variable degree of risk **不同風險程度**

Transactions in Options carry a high degree of risk. The Client may be the Buyer or Seller of an Option and should familiarize itself with the type of Option (i.e. put or call) which it contemplates trading and the associated risks in its capacity as Buyer or Seller of the Option. The Client should calculate the extent to which the value of an Option must increase for its position to become profitable, taking into account the Premium and all transaction costs. The Buyer of an Option may offset or exercise the Option or allow the Option to expire. The exercise of an Option results either in a cash settlement or in the Buyer acquiring or delivering the underlying currency. If the purchased Option expires worthless, the Client will suffer a total loss of its investment which will consist of the Option Premium plus transaction costs. If the Client is contemplating purchasing a deep-out-of-the-money Option, it should be aware that the chance of such Option becoming profitable ordinarily is remote.

買賣期權須承擔高度風險。客戶可能作為期權買家或賣家，應熟悉其預期買賣之期權種類(即：認沽或認購)及附帶風險。客戶須計算客戶之期權價值需要增加的幅度，包括期權金及所有交易成本，以圖持倉有利可圖。期權買家可以沖銷或行使期權或任由期權到期屆滿。行使期權時，可以通過現金結算、買家購買或交付有關貨幣的形式進行。倘若所購買之期權到期並失去價值，客戶將喪失其全部投資(包括期權金及交易費)。倘若客戶考慮購買極價外的期權，則客戶應明白此等期權通常獲利之機會極微。

3. Risk of selling options **賣出期權的風險**

Selling ("writing" or "granting") an Option generally entails considerably greater risk than purchasing an option. Although the Premium received by the Seller is fixed, the Seller

may sustain a loss well in excess of the Premium amount. The Seller will be liable for additional margin to maintain its position if the market moves against its position. The Seller will also be exposed to the risk of the Buyer exercising the Option and the Seller will be obligated to either settle the Option in cash or to acquire or deliver the underlying currency. If the Option is "covered" by the Seller holding a corresponding position in the underlying currency or another option, the risk may be reduced. If the Option is not covered, the risk of loss can be unlimited.

賣出(「沽」或「授予」)期權的風險通常比買入期權的風險大。雖然沽出者所收到的期權金額是固定的，但沽出者所蒙受的虧損卻可能遠超過期權金額。倘若市況對沽出者不利，沽出者須繳付額外的保證金補倉。沽出者也可能面對買家行使期權的風險，屆時沽出者將有義務以現金結算期權或購買或交付有關貨幣。倘若沽出者通過持有有關權益或期貨合約的相應貨幣持倉或另一份期權對其期權作出「備兌」，則可能減低風險。如果期權沒有備兌，則虧蝕的風險可能是無限的。

OTHER RISKS APPLICABLE TO ALL FX TRANSACTIONS

其他適用於所有外匯交易的風險

1. Currency risk 貨幣風險

The profit or loss in FX Transaction (whether effected in Hong Kong or another jurisdiction) will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency denomination of the transaction to another currency.

當有必要把合約之貨幣單位折算為另一貨幣時，外匯交易的利潤或虧損(不論是在客戶之本國或其他司法管轄區)將受貨幣匯率波動的影響。

2. Fluctuation of currency exchange rates 貨幣匯率波動

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, currency exchange rates, and prices linked to such rates, may be volatile and may rise or fall rapidly and sharply.

貨幣匯率受多種因素影響，包括國內及國際金融及經濟狀況及政治及自然事件。正常市場力量的影響有時可能被中央銀行及其他機構的干預抵消。有時，貨幣匯率及與此匯率掛鉤的價格可能波動，並可能迅速急劇上升或下降。

3. Effect of currency exchange controls 貨幣兌換調控的影響

Currency exchange controls or other monetary measures may be imposed by a government, sometimes with little or no warning. Such controls or measures may have a significant effect on the convertibility or transferability of a currency and may give rise to unexpected consequences for FX Transaction.

貨幣兌換調控或其他貨幣措施可能由政府有時很少或沒有警告的情況下施加。該等調控或措施可能對貨幣的可兌換性或可轉移性產生重大影響，並可能對外匯交易產生意想不到的後果。

4. Market risk 市場風險

Market conditions (including illiquidity, moratoriums or currency exchange controls) or the

operation of the rules of certain markets may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate or offset positions.

市場狀況（包括流動性不足、暫停支付或貨幣兌換調控）或某些市場規則的運作可能使交易或結清或抵銷未平倉合約難以或不可能進行而增加損失風險。

5. Deposited cash and property
存放的現金及財產

The Client should familiarize itself with the protections given to money or other property it deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Client may recover its money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as its own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

客戶必須熟悉客戶在境內或外國之交易所存付的金錢或其他財產所能得到的保護，特別是某家商號無償債能力或破產時得到的保護。客戶取回該金錢或財產可能受特定的法律或當地條例制約。在一些司法管轄區，如出現虧額，被實際辨認為客戶所擁有之財產，亦可能像現金一樣被按比例分配。

6. Commission and other charges
佣金及其他收費

Before the Client begins any FX Transaction, it should obtain a clear explanation of all commission, fees and other charges for which it will be liable. These charges will affect the Client's net profit (if any) or increase its loss.

在開始進行任何外匯交易之前，客戶須要取得清楚解釋並提供有關客戶有責任支付之一切佣金、費用及其他收費。這些收費將影響客戶之淨利潤(如有)或增加客戶的虧損。

7. Off-exchange transactions
場外交易

FX Transactions entered into under this Agreement are entered into between the Client and the Bank off-exchange. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes any FX Transaction, it should familiarize itself with the applicable rules and risks.

於本協議項下的外匯交易是由客戶及銀行於交易所場外訂立的。客戶可能難以或無法將現有持倉平掉、估值、確定公平價格或評估風險。場外交易可能受較少監管或須遵守其他的監管制度。客戶在進行外匯交易之前，須首先瞭解有關的適用規例以及交易附帶之風險。

The Bank is under no obligation to warn the Client if any of its instructions to effect FX Transaction is ill-timed or inappropriate for any reason, or if any instruction is likely to result in loss to the Client.

若任何客戶進行外匯交易的指示因任何原因而不適時或不妥當或指示可能造成客戶損失的，銀行沒有義務警告客戶。