## The Hongkong and Shanghai Banking Corporation Limited 香港上海滙豐銀行有限公司

## ADDITIONAL TERMS AND CONDITIONS FOR NOTES/BONDS/CERTIFICATES OF DEPOSIT (CDs) SOURCING ON REQUEST SERVICE ("Additional Terms")

票據/債券/存款證「按執行指示」買賣服務的其他條款 (「其他條款」)

- 1. You acknowledge and agree that the offering documentation under this order is in English. This will not affect any of your language preference which you may have indicated to the Bank in relation to other services offered by the Bank.
- 2. You understand that this Order and the transaction(s) to be effected pursuant to this Order are subject to the Integrated Account Terms and Conditions, the "Special Terms for Notes/Bonds/CDs Order" and these Additional Terms. In the event of any inconsistencies among the Integrated Account Terms and Conditions, the "Special Terms for Notes/Bonds/CDs Order" and these Additional Terms, these Additional Terms shall prevail insofar as the Notes/Bonds/CDs Sourcing on Request Service is concerned.
- 3. Under the Notes/Bonds/CDs Sourcing on Request Service, you may select a "Valid Till" date (the "Expiry Date") which falls within 7 calendar days on which this Order is placed. You acknowledge and agree that transaction(s) under this Order may be effected at any time from the date on which this Order is placed until end of the Expiry Date (the "Instruction Period"). This Order will lapse if for whatever reason HSBC is unable to effect the transaction(s) under this Order during the Instruction Period.
- 4. You acknowledge and agree that HSBC will use reasonable endeavours to effect the transaction(s), in whole or in part (where applicable), within the price limit(s) pursuant to this Order but transaction(s) under this Order at any specific quantity or within any price limit(s) may not be able to be effected by the Expiry Date. If any such transaction is not effected or is only partially effected (where applicable), HSBC shall be under no obligation to notify you immediately, and the Bank shall not have any liability to you for any loss or expense suffered or incurred by you in these circumstances.
- 5. HSBC reserves the right not to execute any transaction(s) under this Order if the available balance in the designated account is insufficient at any time during the Instruction Period. HSBC shall not be under any obligation to ensure that any minimum credit balance remains in the designated account before, during or after the Instruction Period and you will be liable for any resulting overdraft or amount owed to HSBC.
- 6. You acknowledge and agree that HSBC shall not be obliged to act on any instruction for cancellation, variation or amendment of this Order during the Instruction Period nor be responsible or liable to you for any loss or expense suffered or incurred by you in these circumstances.
- 7. If you place this Order to purchase notes/bonds/CDs, HSBC will not execute any order for sale nor delivery of such notes/bonds/CDs unless and until such notes/bonds/CDs have been deposited into your Investment Services Account.
- 8. You acknowledge and agree that HSBC shall have no liability for any taxes or duties payable on or in respect of any transaction(s) under this Order for which you are fully responsible. You undertake to familiarise yourself and comply with such requirements or obligations as the relevant tax authorities may impose from time to time.
- 9. These Additional Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 10. The English version of these Additional Terms shall prevail if there is any difference between the English version and the Chinese version.
- 一、 閣下知悉及同意此指令的銷售文件屬英文版。閣下就本行提供的其他服務而提出的任何語言版本要求不會受此影響。
- 二、 閣下此指令及由此指令而產生的交易乃依據綜合理財戶口條款及細則、票據/債券/存款證買賣特別條款及此等其他條款。 倘若綜合理財戶口條款及細則、票據/債券/存款證買賣特別條款及此等其他條款之間有任何歧異,則涉及票據/債券/存款證「按執行指示」買賣服務的情況下以此等其他條款為準。
- 三、根據票據/債券/存款證「按執行指示」買賣服務,閣下可於指令發出的七個曆日內選擇「有效至」日期(「屆滿日」)。閣下知悉及同意,根據此指令,交易或會於此指令發出日至屆滿日結束期間(「指令期間」)內任何時間執行。無論任何原因,倘若滙豐未能在指令期間完成此指令項下的交易,此指令即告無效。
- 四、 閣下知悉及同意滙豐將根據此指令盡力完成全部或部分(如適用)受限價的交易,但任何特定數量或受任何限價的指令項下的交易未必能於屆滿日之前完成。倘若任何此等交易未能完成或僅完成部分(如適用),滙豐並無責任立即知會閣下,以及在此情況下,滙豐將不會就閣下所遭受的任何虧損或所承擔的任何開支而向閣下負有任何責任。
- 五、 倘若指定戶口於指令期間的任何時間的可用餘額不足,滙豐保留不執行此指令項下的任何交易的權利。滙豐並無任何責任保 證指定戶口於指令期間、之前或之後仍存有最低信貸餘額,以及閣下將對所產生的任何透支或欠有滙豐的款額承擔責任。
- 六、 閣下知悉及同意滙豐並無責任於指令期間執行取消、更改或修訂此指令,或在此情況下,就閣下所遭受的任何虧損或所承擔的任何開支而向閣下負有任何責任。
- 七、 倘若閣下發出此指令購買票據/債券/存款證,除非此票據/債券/存款證已經存入閣下的投資服務戶口,滙豐將不會執行任何有關的賣出或代交票據/債券/存款證的指令。
- 八、 閣下知悉及同意滙豐毋須因對或就此指令項下的任何交易所繳納的任何税項承擔責任,但閣下須就此承擔全責。閣下並承諾 熟習及遵守相關機構不時公布的課税要求及責任。
- 九、 此等其他條款所載條款受香港特別行政區法律管轄,並按其詮釋。
- 十、 此等其他條款的中英文本如有歧異,概以英文本為準。