ICBC 工银澳门

綜合條款及條件
投資產品
Master Terms and Conditions
Investment Products

中國工商銀行（澳門）股份有限公司
綜合條款及條件 - 投資產品

1. 適用性

1.1 **本行**（中國工商銀行（澳門）股份有限公司）乃一家於中華人民共和國澳門特別行政區成立的持牌銀行，及獲《金融體系法律制度》許可規定於澳門特別行政區從事銀行業務的信用機構。

1.2 本條款及條件，連同附件及本行現有「綜合條款及條件－銀行服務」、「個人資料保護法 － 收集個人資料聲明」及「綜合條款及條件－衍生工具產品」（本行可隨時改變此等條款及條件，並以通知知會你），在適用的範圍內，適用於與**你**（客戶）進行的所有證券、股份、股票、公司債券、債券、票據、結構性產品、集體投資計劃、基金、貨幣、保證金交易、有關的權利、期權及利息、賬戶貴金屬買賣服務、月供黃金以及其他投資交易（**投資產品**），並視同包括於每一適用的確認書內。

1.3 你在申請及使用本行提供的投資產品買賣服務時應具有完全民事行為能力，並承諾遵守澳門法律法規、行政規章及本行的相關規定。

1.4 附件構成本條款及條件的一部份。倘若投資產品交易涉及的條款及條件的條文有任何不一致之處，將根據下列文件的優先次序解決：(1) 交易確認書，(2)認購指示書，(3)本條款及條件的附件，及(4)本條款及條件。就個別產品而言，該產品的專項條文將凌駕於一般條文。

1.5 **本條款及條件**（做該等表述時亦包括其附件及本行現有的「綜合條款及條件－銀行服務」、「個人資料保護法 － 收集個人資料聲明」、「綜合條款及條件－衍生工具產品」）以及所有交易的每一確認書構成各方之間的一份整體協議（**"協議"**），一經你與本行就交易條款達成協議（口頭或其他形式），交易條款將對你產生法律約束力。

1.6 本行將發出確認書以証明每宗交易的條款。每宗交易的條款將載於相關確認書內。本行或其他各方以任何形式所提供的任何資料僅供作參考用途。本行將於收到要求時釋明將適用於交易的條款，而通過達成相關交易你將被視爲已接受該等交易的條款。你要求進行某宗交易的請求對本行沒有約束力，本行可以不提供任何理由接受或拒絕與你達成交易。

1.7 相關確認書所使用的詞彙在本條款及條件中使用時應具有相同的涵義。所使用的任何貨幣、利率及其他比率、日期計算標準、價格、來源及任何其他詞彙，如確認書或本條款及條件中並無釋義，則其涵義由本行參照市場慣例和/或本行認為適當之任何來源予以確定。本行可參照市場慣例調整本來屬於非營業日的任何日期。本行可參照市場慣例將百分率及金額調高或調低至最接近整數。本行可就任何目的按本行確定的現貨匯率將一種貨幣名義上或實際上換算為另一種貨幣。任何本行做出的該等決定、調整、四捨五入或換算就任何目的均具有約束力。

1.8 若本條款及條件中的任何條文不適用於某宗交易，或確認書或本條款及條件中並未涵蓋的任何事宜或情況，本行可對與該交易相關的價格、比率及任何其他變數作出任何的修訂，以保障該交易的經濟條款和/或使該等經濟條款為有效。

1.9 本行提示你應注意於開立賬戶時向你解釋和傳達的風險披露聲明，該聲明載於本條款及條件、「綜合條款及條件－銀行服務」及「綜合條款及條件－衍生工具產品」以及交易文件（包括任何授信函、條款說明書及確認書）內。你確認你已滿意銀行所提供之解釋及你已完全明白有關內容。

1.10 此處所使用的標題僅為方便參考且不影響對被本條款及條件的解釋或不應於解釋本條款及條件時加以考慮。

1.11 本行未行使或延遲行使與本條款及條件相關的任何權利、權力或特權均不構成一項棄權，且單獨或部份行使某項權利、權力或特權不應視爲排除任何後續或進一步行使該項權利、權力或特權或行使任何其他權利、權力或特權。

1.12 本條款及條件應受中華人民共和國澳門特別行政區（"澳門"）法律管轄並依其進行及解釋。你不可撤銷地接受對因本條款及條件引致或與本條款及條件相關的任何爭議所引致任何形式的訴訟，澳門法院具有非專屬管轄權。

1.13 本行保留隨時修訂本條款及條件之權利，並以本行認為適當的方式通知你。修訂生效後，你仍保留或使用本服務的，將被視為接受及同意此等修訂，除非你於修訂生效前取消賬戶。

1.14 本條款及條件（包括所有附件）的中、英文本如有任何歧義，皆以中文本為準。

2. 資料

2.1 本行的資料乃基於由涉及發行或管理相關投資產品的人士、資料供應商或公開途徑所提供資料。例如，在香港股票交易所的證券價格乃由香港交易及結算所有限公司提供（雖然該公司致力確保資料正確無訛，但並不作出任何保證，亦不接受任何錯誤的責任）。本行相信資料正確但並無加以核實。資料提供者不會就有關資料承擔責任。本行對第三者資料概不負責。

2.2 本行可決定在合理的期間內保存所收到有關你的投資產品的報告、賬目、通知及其他文件，並於上述期間在本行所指定的辦事處供你檢閱。之後該等文件將由本行銷毀。除非另有書面協議，否則你不能要求本行此等文件轉交予你或通知你收到此等文件或其內容。本行將儘快應你提出的要求提供本行為你保管投資產品的公司的行動資料。

2.3 你將不會複製、散播、利用或更改本行所提供的任何價格、利率或其他報價，或使用該等價格、利率或其他報價供自己參考以外的任何用途。

2.4 本行將會把有關本行名稱、主要營業地址、註冊情況、服務性質、費用或收費的任何重大改變通知你。

3. 本行提供的服務

3.1 在發出任何指示之前，你同意閱讀、理解任何發售文件、條款、申請書、程序及涉及投資產品的其他文件並且受前述各項所約束。你確認你符合資格購入投資產品，以及你的指示符合所有相關的規定。本行不負責查明事實是否如此，並可以執行所收到的任何指示，或作出任何修改以符合相關規定，而無須通知你。

3.2 本行可以本行或本行代名人名義，並且把你的指示作為較大額指示的一部份執行。本行將以公平方式把所購入的投資產品分配給你及其他客戶。

3.3 在接到你的指示時，本行可把有關款項借記於你的賬戶，及後：

3.3.1 指示經紀或其他人士買入或賣出投資產品；或

3.3.2 向發行人、經理或其他人士申請認購或申請投資產品的單位或權益，或申請贖回、轉讓、轉換或兌換代你持有的單位或權益。

3.4 本行不代任何投資產品的經理或其他人士行事。彼等可能拒絕你的申請。你接受本行與該經理所協定的交易及其他程序。

3.5 除非另有書面協定，或本行現已在你的賬戶持有足夠現金或投資產品，你將在你發出指示的營業日中午或之前，或在本行通知你的時間或之前，向本行支付已結清的資金或以可交收方式向本行交付投資產品，使本行得以為每宗交易進行結算。假如你未有如此支付或交付，本行可終止有關交易，或出售已購入的投資產品，或借入或購買有關投資產品作結算有關交易。你將對所有負債、合理損失及開支賠償本行。

3.6 本行只會於本行實際收到後及扣除合理開支後，始會把投資產品、所得收益、退款及收入貸記於你的賬戶。本行可貸記你的任何一個或多個賬戶。除非以書面協定作為本行服務的一部份，否則本行可以（但並無義務）採取任何行動收取你應得的任何投資產品或款項。本行無需通知你任何付款已到期或逾期，或就你的投資產品是否需要作出任何行動。假如你未當面收取投資產品，向你交付該投資產品的風險一概由你承擔。

3.7 你將應本行要求指定一個或以上賬戶作為投資產品結算賬戶。你的證券賬戶或結算賬戶的被授權簽字人可操作以上賬戶。

3.8 為了支付使用本行的服務而應付的任何款項，你明確許可本行可出售你的投資產品或其任何部份。

3.9 假如你不是最終受益人或最初發指示的最終負責人，亦非在香港交易所上市或買賣有關該上市證券的衍生工具(包括場外交易衍生工具）：

3.9.1 你同意於本行或香港交易所及證監會任何其中一方提出要求的兩個營業日內，直接向香港交易所及證監會提供最終受益人及最初發出指示的最終負責人的詳細資料（包括身份、地址及聯絡資料）；

3.9.2 你於上文3.9.1將會在本行服務終止後繼續有效；及

3.9.3 假如受益人或發出指示人身處澳門境外，你確認此等條文根據有關的海外法律具有約束力。

3.10 假如你為集體投資計劃、授權賬戶或全權信託行事，而就個別交易而言，你的投資酌情決定權被該計劃、賬戶或信託的一位或以上的受益人或某些其他人士否決，你將會在被提出要求的兩個營業日內，告知本行或香港交易所及證監會有關你的投資酌情權被否決及發出指示人士的詳情。

3.11 你確認就你在或透過香港交易所作出的證券賣出指令將為「長倉」銷售，除非你在發出賣出指令時通知本行有關指示是涉及你並不擁有但有權取得的證券，即涉及拋空，並同時向本行提供該賣出屬「已對沖」的必需保證。

3.12 假如任何交易涉及衍生工具產品，包括期權，本行將應要求向你提供(a)產品規格以及涵蓋該等產品的任何章程或其他發售文件，及(b)保證金程序的詳盡說明書及無須你同意而平倉的各種情況。

3.13 當本行要求你確認任何口頭指示時，你將從速簽署書面指示。

3.14 本行可以就你可能設定合約的總值設定限額。本行將以書面通知你有關限額及任何更改。

3.15 本行可持有與你的指示相反的倉盤。

3.16 除非另有特定協議，假如投資產品在超過一個交易所交易，本行可（在合理地行事的情況下）在任何一個交易所進行交易。

3.17 你與本行於業務過程中的所有電話通話將以本行操作的中央錄音系統所記錄。你明確同意本行可記錄與你的對話而無須給予更進一步警告。

3.18 你明確地表示同意該等錄音且同意該等錄音可以作為證據在任何程序中提交，但本行並無義務向你提供該錄音，亦不會因任何原因損壞該等錄音承擔任何責任。

4. 保管

4.1 你任命本行為你的保管人，持有所有由本行代你購買的投資產品。本行將根據適用法律，安排把你的投資產品登記或妥善保管，包括在本行的選擇下，以本行代名人的名義登記記名投資產品。本行會將本行代你持有的投資產品記錄於你的投資賬戶內。

4.2 本行可以拒絕保管任何投資產品及（在合理地行事的情況下）要求你取回任何被保管的投資產品。

4.3 你的投資產品將作可代替物，並作為本行為客戶所持有的較大額相同投資產品的其中一部份持有。據你在總投資產品量所持有投資產品的份額，你可按相同的投資產品數量取得所產生的支付及權利。任何損失亦將按比例分配由各擁有人承擔。

4.4 本行可以把任何合資格投資產品存入以電子或入賬方式操作的結算系統。你的投資產品可以由第三者在海外持有。

4.5 除非與你另有書面協定，否則本行無須出席任何投資產品持有人的會議或行使任何權利。

4.6 你只可在已遵守本行所（在合理地行事的情況下）規定的條件及已繳付本行所規定的款項之後，始可以提取或賣出你的投資產品。假如本行並未實際收到相關的投資產品或假如並未完成登記或轉讓手續，你不可提取或賣出你的投資產品。你將於本行合理指定地點領取任何證明書或文件。

4.7 假如投資產品乃以全球證書形式或對賬形式發行，則不可以實物提取。

5. 本行的角色

5.1 本行擔任你的代理人，而非受託人或受信人。在代你執行你的指示時，本行將採取合理謹慎措施。本行的責任僅限於在本行的適用條款及條件中所明文登載的責任。本行可以以主事人身份在交易中行事，假如如此，本行將通知你。本條款及條件在可能的程度內，適用於本行代表你進行及與本行進行的交易。

5.2 你同意本行可以接受來自涉及你的交易的經紀、基金經理及其他人士的任何現金、貨物、服務、回扣或其他軟佣金。

6. 本行責任的限制

6.1 本行毋須核實並合理地相信本行所接獲或持有關於你的財產的任何文件或所有權的有效性或真實性。

6.2 本行無義務向你購買任何投資產品，不論本行是否代你買入或向你出售該投資產品。

6.3 本行無需查詢任何投資產品經理或其他有關人士是否履行職責。

6.4 除非你另行向本行發出書面通知，否則你獲授權的代表擁有在各方面代表你行事的全面授權，包括代表你訂立任何交易、支付或收取款項或交付任何投資產品或財產，及代表你給予本行任何指示。

6.5 本行的僱員及代表不會被本行容許接受獲委任為你的代理人，操作你的賬戶。本行的僱員及代表不得為自己與你作出買賣合約交易。

7. 你的責任

你向本行陳述：

7.1 除非你已以書面通知本行並非如此，否則你是賬戶的唯一實益擁有人，不受第三方索償或利益影響，及你會以主事人身份而並非任何其他人士的代理人訂立每項交易。

7.2 你交付予本行的全部文件均為有效及完整。

7.3 你是根據本身的獨立決定訂立每項交易，交易對你適當與否是根據你的自行判斷或你認為需要的第三方顧問意見；你明白及接納有關交易的條款及風險，且不會倚賴本行的意見及建議。

7.4 以上陳述在每次進行交易之日將屬真確的，並於終止本行服務後將仍然有效。

7.5 如果你是一間企業，你是根據你所在地或所設立司法權轄區的法律正式組建並有效存續，以及具有良好的資格。

7.6 你擁有訂立、交付及履行**《協議》**的權力，並已採取一切必需的行動，以授權訂立、交付和履行**《協議》**及與**《協議》**相關的任何其他文件。

7.7 訂立、交付及履行**《協議》**不會違反或抵觸你的章程文件（如適用）、或任何法律、任何法院或政府機關所頒佈的法令或規定、或對你或你的任何資產構成影響的任何合約性責任。

7.8 你在**《協議》**項下的責任構成你的合法、有效及具約束力責任，可按照其條款強制執行。

7.9 沒有任何已經發生及持續存在的違約事件或潛在違約事件，並且不會因你訂立、交付及履行**《協議》**而導致發生該等事件。

7.10 不存在任何來自法院、法庭、政府機關或仲裁機構的待決或可能提出的訴訟，而該訴訟會影響**《協議》**的合法性、有效性或可強制執行性或你履行**《協議》**項下責任的能力或任何有關人士履行其在任何就你義務提供的保證和擔保項下義務的能力。

7.11 你沒有依賴本行對有關交易或任何預期結果提供的任何意見、建議、保證或擔保（無論書面或口頭），而是根據你本身的判斷或你視為必需的第三方顧問的意見作出你本身獨立的決定，以訂立有關交易並決定該交易是否適合你。你理解交易的條款、條件和風險並且有能力承擔該等風險。本行並非你在交易中的受托人。

7.12 你將會按本行的要求，向本行提供有關你的財務狀況或業務的任何資料，惟如果你是上市公司，則有關披露須符合適用的上市規則。

7.13 你將會就**《協議》**取得可能規定須由你取得的任何政府或其他機關的所有同意、認可、通知或備案，並保持其具十足效力及作用。

7.14 你將會遵守所有適用法律。

7.15 你將會支付對本**《協議》**及任何相關交易徵收的任何印花稅、登記稅、文件稅或類似的稅項，並將會就未能支付該等稅項向本行作出賠償。

8. 重大利益

8.1 當為你進行交易時，本行的聯繫人或本行在有關的交易中可以有重大利益。例如，本行的聯繫人或本行可：

8.1.1 就有關投資產品持倉，或以發行人、經辦人、保管人、受託人或其他身份參與其中；或

8.1.2 將你的買賣指示與其他客戶的買賣指令進行配對。

8.2 假如本行在某宗交易上出現實際或潛在的利益衝突，除非本行已向你披露有關利益衝突，並已採取一切合理步驟確保你獲得公平待遇，否則本行將不會進行有關交易。

8.3 本行或許與涉及任何投資產品的發行或管理事宜的任何人士或彼等的聯繫人有現存或未來的商業或銀行業務關係，又或本行將為保障本行利益而作出各種本行認為適合的行動；但並無義務向你披露或交待上述事宜，亦不論該等行動是否可能對你構成不利影響。

9. 以主事人身份訂立交易

9.1 本行可以主事人身份與你訂立各項交易（於條款第9條內，每項交易稱為「**交易**」），而每項交易均具有本行發出的確認書（「**確認書**」）作為憑證，並明文註明須符合本條款及條件。所用詞語應具有確認書所賦予的涵義。

9.2 本行與你就出售或購買投資產品而訂立的合約乃於本行獲授權人員口頭確認條款時，或於本行獲授權人員書面簽署其條款時訂立。口頭合約的條款將載列於本行的書面確認書。

9.3 所有交易構成各方之間的一項單一協議（《**協議**》）。各方只會依據此一事實訂立交易。

9.4 在符合無違約事件（見條款第10條）或潛在違約事件發生及兩者並非正在發生的前提條件下，各方將根據每份確認書付款及交收。「**潛在違約事件**」指在發出通知或時間過去或兼具上述兩者的情況下，可能會構成違約事件的任何事件。

9.5 在你要求本行履行責任前，你將完全履行你的義務。

9.6 你與本行就交易條款達成協議構成各方之間就其主題事宜所達成的全部協議和諒解，並取代所有與其有關的口頭通訊及之前的書面文件。此規定絕不影響對欺詐行為的任何法律責任。

9.7 在法律許可的最大範圍內，你不可撤回地放棄基於國家主權或其他理由而享有以下豁免權：訴訟、任何法院的司法管轄權、以法令方式的寬免、扣押你的資產（不論在判決前或判決後）及任何判決的執行或強制執行。

9.8 除非確認書中另有指明，全部交易均由本行以主事人身份進行。就某一交易，本行可以通過本行的任何分行或辦事處（每一個為一"辦事處"）進行訂立、記錄、支付和收取款項及進行交付，且本行可更改本行為交易的目的而行事所透過的辦事處。

9.9 以適用的法律允許爲限，你不得在未獲得本行事先書面同意的情況下轉讓本條款及條件及本條款及條件項下的任何利益或義務（無論是通過作擔保物或是其他方式）。任何與本條不符的轉讓均屬無效。

10. 違約事件

於任何時候發生下列涉及你或提供任何保證或抵押以擔保你在《協議》項下的責任的任何人士（各別稱為「**有關人士**」）的事件構成違約事件（「**違約事件**」）：

10.1 **<u>未能付款或交付/拒絕履行</u>**

你於到期時，未能按《協議》項下的規定作出付款或交付，或你（或受委派管理你或代你行事的任何人）放棄、廢除或拒絕履行（全部或部份）《協議》（或任何交易）。

10.2 **<u>違約事項</u>**

你未能遵守《協議》的任何其他責任（付款或交付除外），並且你未能在獲發出通知後14日內補救。

10.3 **擔保違約**

10.3.1 你未能履行為擔保你於《協議》項下的責任而提供任何保證或抵押的任何協議或有關人士未能履行或遵守任何該等保證或抵押的條款；

10.3.2 未經本行的書面同意，該項保證或抵押屆滿，或不再具有十足效力及作用；或

10.3.3 任何有關人士（或獲委任為其管理或代其行事的任何人士）提出放棄或廢除（全部或部份）該項保證或抵押，或質疑該項保證或抵押的有效性。

10.4 **失實陳述**

你或有關人士的任何陳述被證實在任何重大方面屬不正確或存有誤導成份。

10.5 **連帶失責**

發生或存在下列各項的情況下：

10.5.1 你或有關人士在一宗或以上金融、證券、投資產品、衍生工具或借貸交易下的失責（不論如何稱述），而有關的失責導致該等交易部份或全部被宣佈為到期及應付款或應交付，或以其他方式提前終止；

10.5.2 你或有關人士於到期日在任何金融、證券、投資產品、衍生工具或借貸交易（在達到適用的通知規定或寬限期後）項下的一項或以上的付款或交付時發生失責；或

10.5.3 你或有關人士的任何金融、證券、投資產品、衍生工具或借貸交易遭到放棄、廢除或拒絕履行（或該等行動乃由獲委任或獲授權為任何有關人士管理或代其行事的任何人士進行）。

10.6 **無償債能力**

你或任何有關人士：

10.6.1 成為無償債能力，或未能或以書面形式承認其無能力於債務到期時償付其債務；

10.6.2 與其債權人或為其債權人的利益作一般轉讓、安排或債務重整協議；

10.6.3 或任何其他人士展開任何司法、行政或其他程序、或採取任何行動，(1)就有關人士，或其債務或資產尋求一項無償債能力、破產、清盤、重組或更新的判決或安排；(2)為有關人士或其資產的任何部份尋求受託人、接管人、清盤人、監督人或保管人的指派；或(3)已達至相若效力；

10.6.4 已經解散或通過一項為其清盤、重組或更新的決議案；

10.6.5 有一名抵押人士管有其資產的全部或任何部份，或有針對其資產的全部或任何部份而強制執行的扣押、執行令、扣押書或其他法律程序；或

10.6.6 引致根據任何適用法律具有相若於以上任何一項的效力的任何事件或受其規限。

10.7 **合併**

你或任何有關人士與另外一個實體兼併或合併，或轉讓其資產的全部或任何重要部份予另外一個實體，或重組成為另外一個實體。

10.8 **身故**

假如你或任何有關人士為個人，而你或該有關人士身故或精神上無行為能力。

10.9 **控制權變動**

任何人士直接或間接取得任何擁有權權益，使其得以委任董事會（或其等同組織）的大多數成員，或對你或對為擔保你的義務而提供任何保證或抵押的任何人士行使控制權。你、該保證人或抵押人在其資本結構方面進行任何重大變動。

10.10 **不可抗力**

10.10.1 由於任何事件或情況，你或任何有關人士未能或可能未能遵守，或事屬或可能事屬不可能遵守《協議》的任何重要條文或支持你義務的任何保證和擔保，或遵守《協議》的任何重要條文並非切實可行，而該等事件或情況並非受影響人士所能控制的；或

10.10.2 根據任何適用法律，你或任何有關人士遵守《協議》的任何重要條文或擔保你義務的任何保證和抵押乃屬或可能屬不合法。

10.10.3 就此而言，重要條文包括交易項下準時付款或交收的義務。

10.11 **充分保證**

你或任何有關人士未能提供充分保證，保證其有能力於本行發出書面要求後第二個營業日或之前履行其根據《協議》或訂約方之間訂立的任何其他協議項下的尚未履行的責任。

10.12 **本行之法定及規管義務、所需文件及同意**

10.12.1 按照任何當地或外地法律或規管規定或自發協議可能或已在法律上或自發地約束本行、其分行、辦公室、附屬機構及關聯機構、母公司或其任何分行、或本行集團的全球機構因受當地或外地法律、規定或自發協議內的當地或外地法律或監管規例，本行必須終止本條款及條件的任何或所有交易。

10.12.2 在要求下，你拒絕提供或更新根據本條款及條件、「綜合條款及條件 – 銀行服務」及/或「綜合條款及條件 – 衍生產品」的任何文件或資料。

10.12.3 你拒絕、拒絕給予或撤回按照本條款及條件、「綜合條款及條件 – 銀行服務」及/或「綜合條款及條件 – 衍生工具產品」向本行作出的任何同意及/或陳述。

11. 提前終止

11.1 假如違約事件於任何時候發生及正在持續，本行可向你發出不超過14天的通知註明違約事件，就受影響或所有尚未完結的交易指定一個日子作為"提前終止日期"（而有關交易將於該指定日期終止）且所有在該等交易項下計劃的付款和交付將停止並由根據本第11條確定的應付金額替代。所有該等交易將於提前終止日期終止，無論違約事件在該日是否仍然持續，但是這將不會影響到《協議》項下的其他義務，這些義務應當在該等交易終止後仍持續有效。

11.2 本行將釐定依據當時通行情況取代或提供本行每宗已終止交易的重要條款的經濟等價物而實現或可能實現的損失或收益及費用，其中包括支付餘款、交收項目及權利。本行可視乎交易的類型、複雜程度或其他有關因素而定，對每宗不同的交易採用不同的估值方法。本行可考慮任何相關的資料，其中包括源自本行內部的市場數據及資料，而沒有重覆：

11.2.1 資金的費用；

就本行終止或取得涉及對已終止交易的任何對沖安排而招致的任何損失、費用或收益。
所有金額將以澳門元或本行所選擇的另外一種貨幣計算。本行將按本行的現貨匯率換算另外一種貨幣的金額。

11.2.2 本行將扣除(i)於提前終止日期或之前應付但至該日為止尚未支付予涉及所有已終止交易的任何一方的金額及(ii)相等於提前終止日期或之前交付但至該日為止尚未交付予涉及每宗已終止交易的任何一方的任何交付物品於原定交付日期之公平市值的金額（按本行釐定），連同按逾期利率計算自原定到期日（包括該日）起計至（但不包括）提前終止日期為止的利息。

11.3 在提前終止日期後，本行將向你發出一份結單，其中列出有關計算及本行根據上文11.2段計算後的任何應付款款項。該金額須於通知內列明的日子（為通知日期後至少7日）予以支付，連同其按逾期利率計算自提前終止日期（包括該日）起計至（但不包括）支付該金額當日止（判決前或判決後）的利息。

11.4 訂約雙方同意根據上文11.2段可追索金額為一項合理的事前估計損失而並非一項罰金。該金額是針對日後各種風險的應付買賣損失及保障損失。除《協議》另有規定外，任何一方將無權就該等損失追索任何額外的損害賠償。任何根據上文11.2段應付的金額可以由本行選擇（且無需事先通知你）與你應當向本行支付的任何金額（無論是否因爲《協議》而產生、為到期的或有的並無論貨幣類別）通過抵消而減少。為着該等目的，本行將進行所需的任何貨幣兌換，並且如有任何尚未到期的義務，本行將合理地估算任何尚未到期的義務。本段將不具設立押記或其他擔保權益的效力，且本條無損並增補其他適用的類似權利或要求。

12. 風險提示

12.1 投資產品面臨包括政策風險、價格風險、利率風險、通訊系統安全、網路系統安全在內的各種風險。受國際上各種政治、經濟因素及各種突發事件的影響，價格可能發生劇烈波動。你應充份認識到投資產品所蘊涵的風險。在本行買賣投資產品的客戶，均視為已充分認識並願意承擔由於上述風險造成的後果。

12.2 本行如向你提供的市場評述和分析建議，僅供你參考而並不構成實際交易依據，對於你據此交易造成的損失，本行不承擔任何經濟或法律責任。

12.3 因自然災害、火災、戰爭、國家、澳門特別行政區有關政策變化等本行不可預測、不可控制且不可克服因素，或者因其它不可抗力因素而造成任何損失，本行不承擔任何經濟或法律責任。

12.4 非因本行過失導致的交易系統故障、網路通訊故障或電力故障導致的成交價格有誤、成交金額有誤、成交幣種及帳戶相關明細專案有誤的交易，或因前述原因導致的根據非交易時間段內的委託指令而發生的交易，本行有權撤銷交易且不承擔你因此造成的損失。

12.5 對於你出於欺詐或其他非法目的進行的不正當交易以及其他非本行過錯原因造成的非正常交易，本行有權取消交易並採取措施防止該類交易繼續發生，並保留一切法律追究的權利。

12.6 對於錯誤入賬或非正常確認的成交及其成交證明書及其他憑證將作無效，你不得憑此索取權利。

13. 電子銀行服務

13.1 在本行許可的情況下，你可通過本行電子銀行服務（包括但不限於網上銀行、電話銀行、手機銀行等）辦理投資產品買賣。

13.2 就任何你賬戶而言，選擇使用電子銀行服務於其賬戶發送指令，或收取與任何指令有關的其他資料，風險由你自負。

13.3 你應熟悉本行電子銀行服務的操作方法，因你操作錯誤造成的後果由你自行承擔。

13.4 你乃電子銀行服務的唯一授權用戶，並負責進入密碼之保密、使用及應用。你亦須單獨負責所有利用本行提供之密碼透過電子交易服務發出的指令。本行及其屬下僱員或代理人，無須向你或透過你賬戶提出申索的任何人士，承擔任何與處理買賣或有關買賣損失的申索。

13.5 電子銀行服務乃本行財產，故保證及承諾不會干擾、修改、拆解、易轉、操縱、以其他方式修改及未授權進入電子銀行服務的任何部份。若你日後任何時候違反是項保證及承諾或本行在任何時候合理懷疑你違反是項保證及承諾，則本行可向你採取法律行動。若知悉任何人士干犯本條款所述的任何行為，你承諾即時通知本行。

13.6 透過電子交易服務所提供的任何投資產品報價服務及通知到價服務（如適用），均可能由本行不定時指定之第三者提供。你同意，本行毋須承擔你或其他人士，因報價服務未能發出提示通知，及/或倚賴電子交易服務提供的任何投資產品報價服務而引致的損失。

13.7 本行毋須負責你因駭客入侵，導致你私人或機密資料被盜、外泄或破壞而招致的任何損失。

14. 賬戶及密碼的使用與保管

14.1 你應對賬戶存摺、e時代卡、理財金賬戶卡等妥善保管，在任何情況下，不得予任何第三者借用或透露。如有遺失或密碼遺忘、洩露時，須按本行有關掛失的規定及時辦理掛失手續，在掛失生效前發生的一切後果由你自行承擔。

14.2 在業務的受理過程中，凡需要你輸入密碼或者簽章辦理的業務，均視為你本人辦理。

附件構成《協議》不可分割的一部份，《協議》及「綜合條款及條件－銀行服務」、「綜合條款及條件－投資產品」及「綜合條款及條件－衍生工具產品」的約定同樣適用於以下附件。

附件1：證券保證金賬戶
請細閱，特別是下文第2點（額外保證金）、第5點（違約事件）、第6點（利息）及第7點（附加風險披露）

1 證券保證金賬戶

1.1 你可以要求本行開立證券保證金賬戶。你可以向本行發出代你買入證券的指示。就每項交易而言，你會支付由本行所設定的開倉現金保證金。本行可按本行的酌情權，接納或拒絕你的指示。假如本行接納你的指示，本行將授予你貸款的方式，就買入證券須支付的價格餘額提供融資。所有已買入的

證券將在你的保證金賬戶持有。

1.2 本行可隨時無須給予通知，更改本行將會為你的保證金賬戶買入的證券類別或發行證券，所需的保證金金額或在你的保證金賬戶中的可用貸款金額。

1.3 你就你的保證金賬戶所欠下的所有金額須應要求償還。

1.4 本行可能無時間查核你是否並未支付開倉現金保證金或已超出在保證金賬戶中可用貸款的未提取金額。假如發生前述任何一種情況，本行可以無需給予通知，取消指示或賣出已買入的證券。你將會賠償本行的所有合理損失及開支。

1.5 在你基於任何理由終止你的保證金賬戶時，你將償還所有借方餘額連同其利息。

2 額外保證金

2.1 你將會應要求支付本行不時規定的額外現金保證金。本行可將任何開倉及額外保證金借記於你的任何賬戶。

2.2 本行可以隨時無需給予通知，將在你的保證金賬戶中的任何現金（包括保證金）用以按由本行所合理選擇的次序，扣減你所欠下的任何金額。

2.3 你將時刻在你的保證金賬戶中維持有足夠的開倉及額外保證金，致使在你的保證金賬戶中所持有的保證金加上未賣出證券的市值（由本行所合理釐定）將時刻超出你的未償還貸款，超出百分率由本行釐定並已事前通知你。如未能照辦（不論你是否被提出額外保證金的付款要求），即屬違約事件論。

2.4 你將隨時準備收到催繳保證金通知。任何保證金的付款要求，在按你的電話號碼在任何機器上或向任何於你開戶文件中列為聯絡人的人士留下口訊後，或在向你為本行所知的電郵地址或傳真號碼發出電郵或傳真後即屬有效，不論你是否（或在何時）收到通訊。

3 押記

3.1 你會將本行為你的保證金賬戶所買入的所有證券押記予本行，作為對支付你欠下本行的所有金額（不論是否與你的保證金賬戶相關）的持續抵押。該押記將引伸而適用於就證券而累算、支付、作出、提供或產生的所有股息、利息、分派、分配、開價、利益、享有權、抵押及權利，以及證券的售賣得益。

3.2 你將會在本行所規定的時間內辦理本行合理規定的所有事宜，以完成本行的抵押權利。你將會（如適用時）就已押記的證券，向本行存放所有股份及其他證明書，並且在轉讓文件及賣出單據上妥為簽署及蓋印。已押記證券將會在風險及合理費用全由你承擔的情況下被持有。已押記證券可由本行在澳門境內或境外的代名人或代理人持有。本行可隨時以本行代名人的名義登記任何已押記證券，並將任何已押記證券存入任何結算系統，無須給予通知，所涉及風險及合理費用由你承擔。

3.3 對於本行未能收回就已押記證券須支付的任何金額、就已押記證券支付任何催繳股款或分期付款或採取任何行動，或對於與已押記證券相關的任何損失，本行將不須負上法律責任。

3.4 在發還任何證券時，本行會透過將相同類別及面值（受可能已發生的任何資本重組所影響）的證券（或證明書、轉讓文件及賣出單據）轉入由你所指定的賬戶或提供予你領取，解除本行對你的責任。

4 售賣

在發生違約事件前，及經本行同意後，你可以指示本行賣出在你的保證金賬戶中的證券。

5 違約事件

5.1 假如發生任何違約事件（定義見上文2.3或本行「綜合條款及條件－投資產品」的條款第10條），或假如發生（根據本行的意見）可能損害本行對你的保證金賬戶利益的任何情況，則不論本行曾否作出催繳保證金通知及不論履行催繳通知的時間是否已屆滿，在你的保證金賬戶中由你所欠下的所有款項將成為立即到期應付，而本行可無須給予通知：

5.1.1 由你的任何或所有賬戶（不論屬任何性質及不論金額是否到期）轉撥任何金額至你的保證金賬戶；及

5.1.2 賣出在你的保證金賬戶中的任何或所有證券，並將售賣得益在扣除所有合理開支後，按由本行所合理選擇的次序，用以支付由你所欠下的任何金額。

5.2 假如發生任何違約事件，本行可取消關於你的保證金賬戶的任何未完成指示或終止關於你的保證金賬戶的任何合約，無須給予通知及無須負上法律責任。

6 利息

6.1 本行將會在你的保證金賬戶中的借方餘款，按由本行不時決定的利率及方式累計利息，並且將會在由本行所決定的時間借記於你的賬戶。

6.2 本行將會就你到期應付但未付的所有款項，及就超出預先安排貸款限額的任何借款，按由本行不時決定的利息，自到期日起直至全數償還（在判決之前及之後）為止累計利息。

6.3 本行將會就在你的保證金賬戶中的淨貸方現金餘額，按本行對於相關貨幣儲蓄賬戶的利率支付利息。

7 附加風險披露

證券保證金交易因只須支付小額開倉保證金，故涉及高度槓桿效應。高度槓桿效應對你可能有利亦可能有弊，並且可能引致重大盈虧。在某些市場情況下，你可能難以或不可能斬倉，因此未必可將虧損限於你已向本行支付的保證金或你已向本行押記的證券。

附件2：首次公開發售認購（貸款）
請細閱，特別是下文第6點

1 本行可應你的要求授予一筆金額由本行釐定的貸款，該貸款將由本行代你用以支付部份認購價。你將會在認購期屆滿前兩個營業日或本行所通知的較早日期，向本行投放資金，用以支付全數認購價的餘額及所有費用及開支。

2 認購申請將以本行代名人的名義提出。你授權本行的代名人及本行辦理就申請而必需的所有事宜，並且將會就任何法律責任，賠償本行的代理人及本行（在合理地行事的情況下）。

3 本行將會就貸款按議定的利率及方式，自向發行人送交認購申請日期起至全數償還日期（在判決之前及之後）為止累計利息。

4 貸款及利息將應要求及（在沒有提出要求的情況下）在本行已將你的認購結果告知你後5個營業日內償還。

5 有關你的申請的任何退款將按本行所合理選擇的次序，用以扣減你所欠下的金額。你將會立即向本行支付你收到的任何退款，並將以信託形式代本行持有款項。

6 假如貸款或其利息的任何部份並未在到期時償付，本行可無須給予通知，賣出已分配給你的任何或所有證券，並將售賣得益在扣除所有合理開支後，按本行所合理選擇的次序，用以支付你所欠下的任何金額。你會將你的申請所產生的所有權利及已分配予你的所有證券押記予本行作為對支付你欠下本行的所有金額的持續抵押。你會在本行所規定的時間內辦理本行合理規定的所有事宜，以完成本行的抵押權利。

附件3：投資產品月供投資計劃
請細閱

1. 本行可不時提供某些投資產品（包括股票、單位信託、互惠基金及其他投資項目）以供選擇，並且指明關於投資產品月供投資計劃的規定。假如你有意制訂計劃，你應以本行所提供的表格提出申請。你將會從可提供的投資產品中挑選你有意買入的投資產品，並按照本行的規定，指明你將會就每次發行投資產品支付的每月供款金額。

2. 假如你的申請被接納，本行將會通知你計劃的開始日期。你將會在每月的協定日期（或（如該日並非營業日）在下一營業日），以本行認可的貨幣及方式支付協定每月供款金額。本行不會發出提示通知。假如沒有足夠資金，本行嘗試在該月內另行收取每月供款金額。你將會支付所有合理的收費及費用。

3. 你可以在給予本行14日的事先通知並且遵照本行合理規定的情況下更改或終止你的計劃（或會產生費用）。更改你的自動轉賬授權所需的時間將視乎你的開戶銀行而定。本行可以在給予你30日的事先通知後終止你的計劃。

4. 本行會將你所實際支付的每筆每月供款金額（在扣除本行的服務收費及所有合理的費用及開支後），用以代你買入整數的議定投資產品。

5. 本行不會就將有關金額用以買入投資產品前的期間或就任何未使用的金額支付利息。任何未使用的每月金額可以在買入投資產品日期後第2個營業日之後被提取。

6. 假如任何已購得投資產品少於本行所有客戶同類計劃的所需總額，本行可以公平方式分配該等投資產品。

上市證券

7. 本行可透過在收到每月供款金額日期後的下一個交易所交易日，於任何時間在相關交易所設定市價買賣盤買入上市證券。

8. 在釐定你應付的價格時，本行可採用根據本行所有客戶的同類計劃，購買證券的平均價格。

單位信託、互惠基金及其他集體投資計劃

9. 本行通常會在收到每月供款金額日期後4個營業日（可由本行加以更改）內提出購買單位的申請。

10. 有關你的單位的任何分派在投資於購買額外單位或（如獲有關基金許可及如你有此選擇）存入你的結算賬戶。

附加的風險披露

11. 碎股證券未必交投活躍，而碎股只可以大幅低於一手股的價格出售。

12. 本行未必可以為你買入所需或任何數量的投資產品。

附件4：貨幣掛鈎投資產品
請細閱，特別是下文第3點及第7點

1. 假如你有意購入與另一種貨幣掛鈎（「**掛鈎貨幣**」）的投資你將會利用本行的表格提交指令。指令不可撤回。該指令將會涉及最低投資金額及本行所接納的一種掛鈎貨幣，並且符合本行不時設定的其他規定。

2. 本行可接獲你的指令時，按擬存入的全數投資金額，相應凍結你賬戶內的金額。本行可決定是否接納指令。假如本行不接納指令，本行將通知你及釋放在你賬戶內凍結的款項。

3. 該投資的條款將如本行確認書所列出。任何其他匯率及資料乃提供作參考之用，並無約束力。

4. 利息將會就投資本金金額，自「生效日」起至「到期日」止累計，並且將由本行按在確認書中所指明的利率計算。

5. 投資本金連同協定利息將按照確認書的條款，金額以投資本金貨幣或以掛鈎貨幣支付。

6. 「匯率」將由本行參考在「釐定日」的現匯率釐定。釐定日如屬非營業日，則該日將為本行參考市場慣例所決定的其他日期。

7. 除本行同意外，不得於到期前提取本金。如本行准許提早支取本金，本行可從本金扣取由本行所釐定的金額，以彌補包括終止、對沖及集資費用的虧損及開支。退回給你的款項可能少於投資的本金金額。

8. 條款具有在確認書中所賦予的涵意。

附件5：賬戶貴金屬買賣服務
請細閱

1. 帳戶貴金屬

賬戶貴金屬買賣業務是指你在本行規定的交易時間內，使用本行提供的賬戶貴金屬買賣交易系統，在櫃檯或通過包括網上銀行渠道敘做貴金屬與指定外幣的實時買賣交易。本行保留就不同類別的賬戶貴金屬買賣業務的每筆交易起點金額、交易的最小計量單位的決定權。

2. 業務開辦

2.1 你向本行申請辦理賬戶貴金屬買賣業務，須先指定或新開立一個多幣種活期基本賬戶作為資金結算賬戶。經過本行同意，你可開立賬戶以投資於本行不時指定的貴金屬。

2.2 你的貴金屬賬戶只用於貴金屬買賣交易的賬戶收付記錄，賬戶貴金屬賬戶結餘不能支取、轉賬或兌現為實物貴金屬，且不計付利息。

2.3 你可以通過本行各營業網點、網上銀行等方式辦理賬戶貴金屬買賣業務。通過網上銀行辦理賬戶貴金屬買賣業務的客戶，須事前註冊電子銀行相關手續後，方可進行交易。

2.4 你發出指令後，本行將會向你發出口頭或書面交易確認。你發出有關交易指令而本行確認後將作為有關交易的最終決定及具有約束性。

2.5 你明白及同意，為保障雙方利益，本行可有絕對的酌情權，利用電子儀器監聽及記錄與你之間的通訊（包括但不限於電話及互聯網）。

2.6 本行保留權利，在合適的情況下拒絕接受你的任何指令。本行會盡可能通知你，但因任何原因遺漏通知而引起之損失，本行不承擔責任。

3. 報價及交易

3.1 你可選擇通過本行各營業網點或者網上銀行渠道辦理賬戶貴金屬買賣業務。若通過櫃面渠道，須在營業網點的營業時間內辦理；若通過網上銀行渠道辦理，在本行決定的貴金屬網上交易時間範圍內，本行為你提供與國際市場同步的報價和交易。

3.2 如遇中國工商銀行母行因國內法定假期或工銀澳門因港澳法定假期停止報價及交易時，本行將提前通過營業網點和門戶網站對外公告停止交易事宜，公告視為送達。

3.3 本行向你提供的賬戶貴金屬買賣報價，將根據國際市場變化即時更新。賬戶貴金屬買賣目前提供實時交易。你通過查詢匯率屏、網上銀行或從其他資訊渠道獲取的貴金屬價格均為參考價格。任何本行櫃檯實時交易價格的訂定，以你簽字確認和由本行授權人簽字確認《中國工商銀行（澳門）股份有限公司賬戶貴金屬買賣申請書》為準；通過網上銀行交易的成交明細以網上銀行記載的成交記錄為準。網上銀行註冊客戶可通過網上銀行查詢成交明細。

3.4 客戶賬戶貴金屬買賣指定賬戶必須保存足夠及可動用的資金進行交付。因客戶賬戶貴金屬買賣指定賬戶餘額不足而無法執行的交易指令無效。因你賬戶內資金不足或不可動用而無法實現交易，任何損失將由你自行承擔。

3.5 通過網上銀行進行的貴金屬交易，你超過本行規定的交易時間下達的交易指令無效。

3.6 資金清算在交易成交後即時完成。

3.7 你將全面承擔所有就任何交易及/或交收的匯兌風險，而本行有絕對酌情權決定貨幣兌換率。

3.8 所有付款將以本行認可用以貴金屬交易的貨幣支付。

4. 業務終止

4.1 你可在遵從本行的約定程序出售賬戶內的所有貴金屬後，終止貴金屬買賣並將貴金屬賬戶銷戶。

4.2 本行具有絕對權利隨時中止或終止與你的任何交易而無需作出說明。

附件6：保證金交易
請細閱，特別是下文第5點（提前終止）

1. 保證金

1.1 在交易生效日（或其他本行所通知的日期）前，你須向本行劃轉一筆金額相等於初始百分比率（「**初始百分率**」）（由本行不時通知）乘以交易及任何屆時未完結交易的價值（由本行釐定）的保證金。
此外，你須應要求立即向本行劃轉金額相等於額外百分比率（「**額外百分率**」）（由本行不時通知）乘以屆時未完結交易價值的全部或部份（由本行釐定）的額外保證金。

1.2 所有初始及額外保證金必須以本行接受的幣種以現金形式存入本行。然而，本行可能接受現金以外的資產作為保證金，前提是該等資產須為本行能夠接納，並於本行規定時間內以能夠有效將你就該等資產的法律及實益所有權合法轉讓給本行的方式完成轉讓。所有保證金將劃轉於本行指定的賬戶。

1.3 倘若你劃轉於本行的保證金價值（由本行決定）（以本行所確定的所有未完結交易價值的百分比率表示）（「**保證金百分率**」）不論何時跌至低於維持百分比率（「**維持百分率**」）（該百分比率由本行不時通知），你須立即以現金向本行劃轉所需保證金，其金額將在個別產品相關之條款及條件內列出。

1.4 本行的任何保證金上的所有權利、所有權和利益均應當以不含任何留置權、請求權、押記或負擔，或由你或任何第三人所擁有之利益（但（如適用）在相關結算系統內以慣常方式就所有證券設定的留置權除外）的方式轉讓予本行。本條款及條件無意就任何作爲保證金劃轉予本行的任何現金或其他資產去設定或已設定任何抵押、押記、留置權、質權、負擔或其他擔保權益。在你向本行陳述於向本行劃轉任何保證金的當日，你是這些保證金的唯一所有權人或有權以不含任何擔保權益、留置權、負擔或其他限制（但在相關結算系統內以慣常方式就所有證券設定的留置權除外）的方式向本行劃轉保證金。

1.5 當你已經完全履行對本行的全部義務時，本行將向你劃轉與你劃轉予本行的保證金相等的金額。在此之前，本行可以根據未完結交易金額或未完結交易價值的減少向你劃轉相當於劃轉予本行保證金一部份的金額。等量保證金指種類、面值及類型相同之資產，除非本行另行同意外，否則劃轉予本行的保證金一概不計息或分配。

1.6 任何應付利息（或換匯點）將按本行釐定的利率及方式計算。倘若向本行劃轉的保證金不足，差額將按本行不時釐定的利率累算計收利息（或換匯點）。

1.7 若你未能向本行支付交易項下到期應付的金額，本行可以（但並沒有義務這樣做）在任何時候將劃轉予本行的保證金用以支付你應付的任何金額（且在此等情況下，你劃轉予本行的保證金總額應當相應減少該等金額。並且於本行就保證金做出該等運用的範圍內，你在相關交易項下的付款義務將視爲已經履行。）

1.8 就釐定任何所需保證金的金額而言，本行可參照其不時釐定的公式不時計算未完結交易的價值。本行可將用作保證金的貨幣（港幣或美元除外）金額或其他抵押品的價值（由本行釐定）按本行所通知的百分率折減，並將任何累計淨利息計算在內。如屬交叉貨幣買賣及鎖倉，除非本行另有決定，否則只需一項保證金。

1.9 由於保證金及交易的價值可能劇烈波動，你同意本行可以在任何時候要求你劃轉保證金予本行。你將準備隨時收到本行催繳保證金的通知。任何催繳保證金的要求，在按照你的電話號碼向任何機器上或向任何於你開戶文件中列為聯絡人的人士留下口訊後，或在向你為本行最後所知悉的電郵地址或傳真號碼發出電子郵件或傳真後即屬有效，不論你是否（或在何時）收到通訊。

1.10 本行將通知你詳細的保證金要求，以及本行所採用的方法或程序選擇價格或利率去按市價計算你的未完結合約及計算你的利息收入及開支。

2. 終止

在發生任何違約事件（定義見本條款及條件第10條）之後，本行可隨時並在不發出通知的情況下，終止或終結一宗或以上未完結的交易或進行對沖，所涉費用及風險由你承擔。交易將按照本條款及條件第10條或（如本行就任何具體情況作出如此決定）按照附件的相關規定終止或終結交易。於此等情形，劃轉於本行的全部或部份保證金將由本行根據本條款及條件第10條之規定使用。

3. 利息

經本行准許以保證金交易方式的任何因交易應付的每筆款項，你將按本行不時釐定的利率（或按本行所釐定的換匯點形式）支付該款項的利息。不同的利率（或換匯點）可適用於不同交易所欠付的款項。有關利息應每日支付（或由本行另行確定）及按本行要求下支付。

4. 付款／交付

4.1 **先決條件** 在符合沒有發生及持續存在的違約事件（參見第10條）或潛在違約事件的先決條件下，各方將按照每份確認書進行付款及交付。「潛在違約事件」指在發出通知或隨時效消失或兼具上述兩者的情況下，將會構成違約的任何事件。

4.2 **方式** 付款將會於生效到期日以可自由轉讓及已清算的資金，並且按慣常方式以相應貨幣付款。交付將以相應投資產品或財產的慣常方式，或以本行釐定的方式進行。

4.3 **所扣稅項補足** 除非法律有所規定，否則，你的所有付款將足額支付，將不因任何稅項而予以扣減或預扣。若你須依法規定扣減或預扣款項，你將會：

4.3.1 立即通知本行；

4.3.2 立即向有關主管機構支付被規定扣減或預扣的全部金額並將正式收據送交本行；及

4.3.3 向本行支付一筆額外款項，以確保本行實際收取（不附帶任何稅項）的淨額相等於本行在毋須扣減或預扣情況下，本應收取的全數金額。「稅項」包括任何政府或其他稅務機構現時或未來徵收的任何性質的稅項、徵費、關稅或評稅（包括其利息及罰金），但印花稅、登記稅、文件稅或類似的稅項除外。

4.4 **淨額結算** 如在任何日期，每一方須為兩宗或以上交易以同一種貨幣向另一方支付，則於該日期，每一方支付該等金額的責任將被解除並為由本應支付較大合計金額的一方向另一方支付該金額超出較小合計金額的義務所取代。

4.5 **罰息**

4.5.1 若你未能支付任何到期款項，（在判決之前及之後）你須就逾期欠款向本行支付利息，從到期日（包括該日）起計至本行實際收到逾期款項日期（不包括該日）止。利息乃按本行對未經安排透支的利率，按每月複式利率及實際逾期的日數計算。

4.5.2 若你未能按規定時進行任何交付，你須就按本行釐定的任何損失（包括有關保險、庫存、運輸等的所有費用及借貸成本），對本行作出賠償，並且就有關金額向本行支付利息，該金額相等於從原定交付日期（包括該日）起至實際交付日期（不包括該日）止，被規定交付物的公平市值（按本行釐定）。

4.6 **付款貨幣** 你的付款將會以你向本行負債相同的貨幣支付。本行所收取以其他貨幣支付的款項只構成在一定限度內解除你的負債，該限度是止於本行能夠在切實可行情況下盡快以已所收取的金額購入你的負債貨幣淨額。作為一項獨立的責任及不論是否有任何判決，你將會就本行任何損失及開支賠償本行。本行只需顯示假如已實際匯兌或購買有關貨幣，本行就會招致損失即已足夠。

4.7 **保證金** 你如未能遵守上述第1.3條，或你的保證金（以未完結交易的價值（由本行釐定）的百分率表示）如跌至等如或低於平倉百分率（「**平倉百分率**」）（由本行不時通知的比率）。

5. 提前終止

除以適用本條款及條件第11條“提前終止”外，本行亦將扣除 (i) 於提前終止日期或之前應付但至該日為止尚未支付予涉及所有已終止交易的任何一方的金額（且為此目的，任何上述劃轉予本行的保證金將視爲本行尚未向你支付的金額）及 (ii) 相當於需要於提前終止日期或之前交付但至該日為止尚未如是交付予涉及每宗已終止交易的任何一方的任何交付物品於原定交付日期之公平市值的金額（由本行釐定），連同按逾期利率計算自原定到期日（包括該日）起計至（但不包括）提前終止日期為止的利息。

6. 變更

本行可隨時改變此等條款及條件，並以通知知會你。在實際可行情況下該通知將於30日後生效。你不可撤銷地授權本行進行該等變更並同意這些變更。

7. 開支

你須在被要求時就由於強制執行或保護本行在《協議》項下的權利或由於任何交易的提前終止而產生的所有實付開支（包括法律費用、執行費用及印花稅、登記稅、文件稅或類似稅項和追討費用），向本行作出賠償。

8. 其他事項

倘本行、分行、辦事處、分支機構、母行、其分行或我行集團機構就未平倉合約的交易能力因本地或外地法例或監管機構根據適用規則及規例採取的行動或任何其他原因被縮減或限制，你可能會受到影響。在此情況下，你可能須減持或結束於本行的未平倉合約。

附件7：月供黃金
請細閱，特別是下文第4點及第5點

1. 月供黃金業務
“月供黃金業務”是指你開立月供黃金帳戶後採取定期月供的方式，設置每月的固定月供金額，按確定月供金額購入本行以黃金資產為依託的產品，該業務可以由你按需要選擇兌換本行提供之實物貴金屬產品或贖回。

2. 業務開辦

2.1 你向本行申請辦理積存金業務，須出示有效身份證件，並以持有的本行發行的活期帳戶作為資金清算帳戶。

2.2 你在本行只能開立一個月供黃金帳戶，並與你的資金帳戶關聯。如需另行開立帳戶，須先將已有月供黃金帳戶銷戶。你在同一月供黃金帳戶下只能設置一個定期月供。

3. 交易方式和原則

3.1 月供黃金帳戶的餘額按盎司為單位記錄，按去尾法精確到小數點後六位，餘額不能為負數。

3.2 你可在本行提供服務的時段發起月供黃金撤銷申請或月供黃金帳戶銷戶申請，你提出的撤銷協議或月供黃金帳戶銷戶不收取費用。

3.3 你可通過分行、電子銀行等渠道辦理月供黃金業務開辦、終止、簽訂積存協議、辦理贖回等服務。你提取月供黃金實物時，須通過櫃面渠道辦理。

3.4 本行有權根據業務開展需要和市場情況調整月供黃金開戶、積存、贖回、銷戶、兌換等服務的交易時間、交易渠道、交易時段及遞增金額等設置，提前10個工作日進行公告。

3.5 本行提供月供黃金的積存、贖回和兌換交易日為銀行正常營業日，本行有權根據業務開展需要和市場情況隨時調整上述服務時間和時段，提前10個工作日進行公告。

3.6 對於月供黃金，所有付款將以本行認可的貨幣支付。

4. 月供黃金扣款方式及積存的期限

4.1 你開立月供黃金積存並設置每月的月供金額後，本行從每月倒數第五個自然日開始從你的資金帳戶上扣劃每月的積存金額（若沒有扣款成功則順延至下一自然日，最多順延至每月最後一個自然日），將此金額除以次月的交易天數，確定每天供款金額。自次月第一個交易日起，以每天供款金額，按當日本行公佈的報價即月供黃金價格買入相應數量積存金。

4.2 月供黃金設立後當月月底前扣款，次月起積存。你對當月扣款已成功的月供黃金進行修改、撤銷的申請自下次扣款日執行。

4.3 若扣款日你資金帳戶餘額不足，系統連續5天進行扣款，在連續5天扣款失敗為違約一次，如果導致連續違約三次，則該協議自動終止。

4.4 月供黃金的期限為一年，你可以根據需要選擇是否自動展期。如你在業務申請書中選擇自動展期或通過電子銀行選擇自動展期，則本協議到期後自動順延一年，可多次順延，以此類推。

5. 月供黃金贖回

5.1 你可以在本行提供服務的交易時段通過櫃面或電子銀行渠道申請將月供黃金帳戶上的黃金全部或部份贖回。贖回價格為當日本行公佈的贖回價格。贖回資金2個工作日內（從贖回當日起計算）轉入你資金帳戶。贖回資金在此期間不計利息。

6. 月供黃金兌換

6.1 你可以通過櫃面，電子銀行渠道提出兌換申請，你選擇需要兌換的產品及數量，由本行分別按受理時的產品價格和月供黃金的價格，自動折算應扣除月供黃金數量，不足部份可由你自行決定另行補足，或贖回多餘金額。

6.2 你可兌換的產品範圍限於本行認可的可兌換產品範圍。你只能按本行可兌換產品規格的整數選擇兌換。具體兌換規格可向本行貴金屬銷售網站諮詢，並在現有產品庫存及規格中選擇兌換。

7. 費用

你向本行辦理月供黃金業務，我行收取月供手續費、贖回手續費，相關收費將於我行收費表公佈，本行有權根據業務開展情況和市場情況對收費進行適當調整，並提前10個工作日進行公告。如果你對本行所做調整不予接受，可選擇申請終止積存金協議。

Industrial and Commercial Bank of China (Macau) Limited
Master Terms and Conditions – Investment Products

1. Application

1.1 **We** (Industrial and Commercial Bank of China (Macau) Limited) are a licensed bank incorporated in the Macau Special Administrative Region of People's Republic of China, and are a licensed credit institution under the Macau Financial System Act to have banking operations in the Macau SAR.

1.2 These Terms and Conditions, together with the Schedules and our most up to date Master Terms and Conditions – Banking Services, the Personal Data Protection Act-Personal Data Collection Statement and Master Terms and Conditions – Derivative Products (all as may be amended and notified to you from time to time), shall apply, to the extent applicable, to all transactions with **you** (the customer) in securities, shares, stocks, debentures, bonds, notes, structured products, collective investment schemes, funds, currencies, margin trading, related rights, options and interests, precious metals investment, monthly installment of gold investment and other investments (**Investment Products**), and are considered as a part of the relevant transaction confirmation.

1.3 Upon application and usage of the investment product services provided by the bank, you should have full capacity for civil acts and agree to comply with the relevant local statutory rules and administrative regulations and relevant provisions stipulated by the bank.

1.4 The schedules form part of these Terms and Conditions. If there is any inconsistency between the provisions of the Terms and Conditions, the inconsistency will be resolved in favour of the document ranking higher in the following order of priority: (1) Transaction Confirmation, (2) Transaction Order Form, (3) The schedules in the Master Terms and Conditions and (4) The Master Terms and Conditions. In relation to a particular product, the provisions for that product will prevail over general provisions.

1.5 **These Terms and Conditions** (which expression includes the Schedule(s) and all applicable provisions of our most up to date Master Terms and Conditions – Banking Services, the Personal Data Protection Act-Personal Data Collection Statement and Master Terms and Conditions – Derivative Products) and each Confirmation for all Transactions constitute a single agreement between the parties ("**Agreement**"). You will be legally bound by the terms of each Transaction as soon as we have made an agreement as to those terms (orally or otherwise).

1.6 The terms of each Transaction will be as set out in the relevant Confirmation, which we will issue to evidence the terms of each Transaction. Any other information provided by any means by us or others is for reference only. We will on request specify the available terms for a Transaction, which you will be considered to have accepted by entering into the relevant Transaction. Your request to enter into a Transaction does not bind us, and we may accept or decline to enter into a Transaction with you without giving any reason.

1.7 In these Terms and Conditions, terms used in the relevant Confirmation bear the same meaning when used in these Terms and Conditions. Any currency, interest or other rate, day count fraction, price, source and any other term used without definition in a Confirmation or in these Terms and Conditions has the meaning determined by us by reference to market practice and/or any source we deem appropriate. We may adjust any date that would otherwise fall on a non-business day by reference to market practice. We may round down or up percentages and amounts by reference to market practice. We may for any purpose notionally or actually convert one currency into another at a spot rate determined by us. Any such determination, adjustment, rounding or conversion made by us will be binding for all purposes.

1.8 If any provision of these Terms and Conditions is not appropriate for a Transaction, or if any event or circumstance is not dealt with in the Confirmation or these Terms and Conditions, we may make any adjustments to the prices, rates and any other variables relevant to the Transaction to preserve and/or given effect to the economic terms of the Transaction.

1.9 We draw your attention to our risk disclosure statements explained and delivered to you upon opening of your account(s), in the Master Terms and Conditions – Banking Services, and the Master Terms and Conditions – Derivative Products and also in the Transaction documents, including any facility letter, term sheet and Confirmation, which you confirm to have been explained by us to your satisfaction and fully understood by you.

1.10 Headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms and Conditions.

1.11 Any failure or delay by us in exercising any right, power or privilege in respect of these Terms and Conditions will not operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

1.12 These Terms and Conditions will be governed by and construed in accordance with the laws of the Macau Special Administrative Region of the People's Republic of China ("**Macau**"). You irrevocably submit to the non-exclusive jurisdiction of the courts of Macau in relation to any proceedings of any kind relating to any dispute arising out of or in connection with these Terms and Conditions.

1.13 The Bank reserves the right to alter and amend any terms and conditions from time to time with prior notice to you in any manner the Bank deems appropriate. By using/keeping the account, you will be deemed to have accepted and agreed to such changes unless you cancel the account prior to the date such alteration has come into effect.

1.14 In the event of any discrepancy between the Chinese version and the English version of this Master Terms and Conditions – Investment Products and the Schedules, the Chinese version shall prevail.

2. Information

2.1 Our information is based on information provided by the person involved in the issue or management of the relevant Investment Products, an information vendor or a public source. For example, prices of securities on the Hong Kong stock exchange are provided by The Hong Kong Exchanges and Clearing Limited (and while they endeavour to ensure the accuracy of the information, no guarantee is given and no liability is accepted for any error). We believe the information to be correct, but have not verified it. The information provider does not accept responsibility in relation to the information. We are not responsible for third party information.

2.2 Reports, accounts, notices and any other documents received by us in respect of your Investment Products will be held for a period reasonably decided by us, and will be available for your inspection during such period at our designated office. Thereafter we will destroy the documents. Unless otherwise agreed in writing, you do not require us to forward these documents to you or notify you of their receipt or contents. We will respond promptly to your request for information on corporate actions in relation to your Investment Products in our custody.

2.3 You will not copy, disseminate, exploit or change any price, rate or other quotation provided by us or use them for any purposes other than for your own reference.

2.4 We will inform you of any material change to our name, principal address, registration status, the nature of our services, fees or charges.

3. Our services

3.1 You agree to read, understand and be bound by any offering documents, terms, application forms, procedures and other documents relating to the Investment Products, before giving any instruction. You confirm that you are qualified to buy the Investment Products and that your instructions conform to all relevant requirements. We are not responsible to check if this is so, and may execute any instruction as received, or make any changes to conform to relevant requirements, without notice to you.

3.2 We may execute your instructions in our or our nominee's name and as part of a larger order. We will allocate acquired Investment Products among you and other customers in a fair manner.

3.3 Upon receipt of your instructions, we may debit the relevant sums from your accounts, and thereafter:

3.3.1 Instruct brokers or others to buy or sell the Investment Products; or

3.3.2 Apply to the issuer, manager or others to subscribe or apply for units or interests in the Investment Products, or to redeem, transfer, switch or convert units or interests held for you.

3.4 We do not act for the manager of any Investment Products or other persons. They may reject your application. You accept the dealing and other procedures that we agree with the manager.

3.5 Unless otherwise agreed in writing or we are already holding sufficient cash or Investment Products in your account, you will pay us cleared funds or deliver to us Investment Products in deliverable form, by noon on the business day on which your instruction is given, or by the time we notify you, to enable us to settle each transaction. If you fail to do so, we may terminate the transaction, or sell the purchased Investment Products, or borrow or purchase Investment Products to settle the transaction. You will indemnify us against all liabilities, reasonable losses and expenses.

3.6 We will credit your account with Investment Products, proceeds, refunds, and income only after actual receipt by us and after deducting reasonable expenses. We may credit any one or more of your accounts. Unless it forms part of the services that we have agreed with you in writing, we may (but are not obliged to) take action to collect Investment Products or money due to you. We need not inform you if any payment becomes due or overdue or if any action is required in respect of your Investment Products. If not collected in person, delivery of Investment Products to you will be at your risks.

3.7 You will as required designate one or more accounts as Investment Products settlement accounts. Your authorized signatories for your securities account or settlement account(s) may operate the accounts.

3.8 You expressly authorize that we may sell your Investment Products or any part of it to raise any amounts for the purposes of our services.

3.9 If you are not the ultimate beneficiary or the person ultimately responsible for originating an instruction in relation to securities listed or traded on the Hong Kong stock exchange, or derivatives, including over-the-counter derivatives, written over such securities:

3.9.1 You agree to provide full details (including the identity, address and contact details) of the ultimate beneficiary and of the person ultimately responsible for originating the instructions directly to the Hong Kong stock exchange and the SFC within 2 business days of a request by us or any of them;

3.9.2 Your agreement in 3.9.1 above will survive the termination of our services; and

3.9.3 If a beneficiary or person originating an instruction is located outside Macau, you confirm that these provisions are binding under the relevant foreign law.

3.10 If you act for a collective investment scheme, discretionary account or discretionary trust and, in respect of a particular transaction, your investment discretion is overridden by one or more of the beneficiaries of the scheme, account or trust or someone else, you will tell us or the Hong Kong stock exchange and the SFC within 2 business days of a request when your investment discretion has been overridden and details of the person who has given the instructions.

3.11 You confirm that all your sell order in respect of securities at or through the Hong Kong stock exchange will be "long" sales, unless you notify us at the time of placing a sell order that is related to securities which you do not own but have a right to obtain, i.e. involves short selling, and at the same time provide us with the requisite assurance that the sale is "covered".

3.12 If any transaction relates to derivative products, including options, we will provide to you on request (a) product specifications and any prospectus or other offering document covering such products and (b) a full explanation of margin procedures and the circumstances under which positions may be closed without your consent.

3.13 You will promptly sign an order when required by us to confirm any oral order.

3.14 We may set limits on the size of the contracts you may establish. We will notify you of the limits and any change in writing.

3.15 We may take the opposite position to your order.

3.16 If the Investment Products are traded on more than one exchange, we may (acting reasonably) execute a transaction on any of the exchanges, unless otherwise specifically agreed.

3.17 All telephone conversations between you and us made in the course of business will be recorded on a centralized tape recording system operated by us. You expressly agree that we may record conversations with you without further warning.

3.18 You expressly consent to such audio recordings and that such recordings may be submitted as evidence in any proceedings. However the Bank is not obliged to provide you with such recordings, and will not be responsible for any damage caused to such recordings by any reason.

4. Custody

4.1 You appoint us as your custodian to hold all Investment Products acquired by us on your behalf. We will arrange for your Investment Products to be registered or held in safe custody in accordance with applicable laws including, at our option, registration of registered Investment Products in our nominee's name. Your Investment Products held by us will be recorded in your Investment Account.

4.2 We may reject any Investment Products for safe custody and (acting reasonably) require any Investment Products to be withdrawn from our custody.

4.3 Your Investment Products will be treated as fungible and held as part of a larger holding of identical Investment Products held for our customers. You will be entitled to the same share of the payments and rights arising on the holding as your share of the total holding. Any loss will be apportioned among all owners.

4.4 We may deposit any eligible Investment Products into a clearing system where transfers are made electronically or by book entries. Your Investment Products may be held overseas by a third party.

4.5 We are not required to attend meetings of holders of any Investment Products or exercise any rights unless otherwise agreed with you in writing.

4.6 You may only withdraw or sell your Investment Products after you have complied with the conditions and made the payments we require (acting reasonably). You may not do so if we have not actually received the relevant Investment Products or if registration or transfer has not been completed. You will collect any certificates or documents from the place we reasonably specify.

4.7 Investment Products may not be withdrawn in a physical form if they are in the form of a global certificate or in book-entry form.

5. Our role

5.1 We act as your agent, not as trustee or fiduciary. We will use reasonable care in carrying out your instructions on your behalf. Our responsibilities are limited to those expressly set out in our applicable terms and conditions. We may act as principal in a transaction and, if so, we will notify you. These Terms and Conditions apply, to the extent possible, to transactions on your behalf as well as with us.

5.2 You agree that we may accept from brokers, fund managers and other persons involved in your transactions any cash, goods, services, rebates or soft commission.

6. Limit of our liability

6.1 We need not verify the validity or genuineness of any documents or the title of your property to be received or held by us, which we reasonably believe to be genuine.

6.2 We are not obliged to purchase any Investment Products from you, whether or not we have sold it to you or bought it for you.

6.3 We need not enquire whether the manager of any Investment Products or other relevant person is performing its duties.

6.4 Unless otherwise notified by you in writing to us, your authorized representatives have full authority to act for you in all respects, including to enter into any Transactions on your behalf, make or receive payments or deliveries of any Investment Products or properties, and give any instructions on your behalf to us.

6.5 Our employees and representatives are not allowed to accept appointment as your agent to operate your account. Our employees and representatives are not allowed to trade contracts on their own account with you.

7. Your obligation

You represent to us that:

7.1 unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transactions as principal and not as agent for any other person;

7.2 all documents you deliver to us are valid and complete;

7.3 you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary; you understand and accept the terms and risks of the transaction and will not rely on our advice or recommendation; and

7.4 the above representations will be true on the day each transaction is entered into and will survive the termination of our services.

7.5 If you are a corporate, you are duly organized and validly existing under the law of the jurisdiction of your organization or incorporation and in good standing.

7.6 You have the power to enter into, deliver and perform the Agreement and any other documentation relating to the Agreement and have taken all necessary action to authorize entry, delivery and performance.

7.7 Such entry, delivery and performance do not violate or conflict with your constitutional documents (if applicable), or any law, order or requirement of any court or government agency, or any contractual obligation affecting you or any of your assets.

7.8 Your obligations under the Agreement constitute your legal, valid and binding obligations enforceable in accordance with its terms.

7.9 No Event of Default or Potential Event of Default has occurred and is continuing and no such event would occur due to your entry into, delivery of or performance of the Agreement.

7.10 There is no pending or threatened action before any court, tribunal, government agency or arbitrator that would affect the legality, validity or enforceability of the Agreement or your ability to perform your obligations under the Agreement or the ability of any relevant party to perform any of its obligations in respect of any guarantee or security in support of your obligations .

7.11 You are not relying on any advice, recommendation, assurance or guarantee (whether written or oral) from us regarding that Transaction or any expected results, but have made your own independent decision to enter into that Transaction and as to whether that Transaction is appropriate or proper for you based upon your own judgment or upon advice from such third party advisors as you have deemed necessary. You understand the terms, conditions and risks of that Transaction and are capable of assuming such risks. We are not acting as fiduciary to you in respect of that Transaction.

7.12 You will deliver to us any information relating to your financial condition or business as we may require, provided that, if you are a listed company, such disclosure is consistent with applicable listing rules.

7.13 You will obtain and maintain in full force and effect all consents, authorizations, notices, or filings of any government or other authority that may be required to be obtained by you with respect to the Agreement.

7.14 You will comply with all applicable laws.

7.15 You will pay any stamp, registration, documentation or similar tax imposed on the Agreement and in respect of any Transaction and will indemnify us against any failure to do so.

8. Material interest

8.1 When effecting transactions for you, our affiliates or we may have a material interest in relation to the transaction. For example, our affiliates or we may:

8.1.1 have a position in relation to the Investment Products or be involved as issuer, manager, custodian, trustee or otherwise; or

8.1.2 match your order with those of other customers.

8.2 If we have an actual or potential conflict of interest in relation to a transaction, we will not act unless we have disclosed that conflict to you and have taken all reasonable steps to treat you fairly.

8.3 We may have existing or future commercial or banking relationships with any person involved in the issue or management of any Investment Products or their affiliates, and will pursue actions which we deem appropriate to protect our interests, without obligation to disclose or account to you, and regardless of whether such action might adversely affect you.

9. Transacting as principal

9.1 We may as principal enter into transactions (in Clause 9, each a "**Transaction**") with you, each of which is evidenced by a confirmation ("**Confirmation**") issued by us and expressed to be subject to these Terms and Conditions. Terms used bear the meaning ascribed in the Confirmation.

9.2 A contract between you and us for the sale or purchase of Investment Products is made as soon as its terms have been confirmed orally by our authorized officer or in writing signed by our authorized officer. The terms of an oral contract will be set out in our written Confirmation.

9.3 All transactions constitute a single agreement between the parties ("**Agreement**"). The parties will only enter into Transactions in reliance on such fact.

9.4 The parties will make payments and deliveries in accordance with each Confirmation, subject to the condition precedent that no Event of Default (see Clause 10) or Potential Event of Default has occurred and is continuing. "**Potential Event of Default**" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

9.5 You will fully perform your obligations before requiring us to perform.

9.6 The Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matters and supersedes all oral communication and prior writings with respect thereto. Nothing affects any liability for fraud.

9.7 You irrevocably waive, to the fullest extent permitted by law, all immunity on the grounds of sovereignty or other grounds from suit, jurisdiction of any court, relief by way of any order, attachment of your assets (before or after judgment) and execution or enforcement of judgment.

9.8 All Transactions will be made by us as principal, unless otherwise stated in the Confirmation. We may enter into, book and make and receive payments and deliveries with respect to a Transaction through any of our branches or offices (each an "**Office**") and we may change the Office through which we act for the purpose of a Transaction.

9.9 To the extent permitted by applicable law, neither this Master Terms and Conditions nor any interest or obligation in or under this Master Terms and Conditions may be transferred (whether by way of security or otherwise) by you without our prior written consent. Any purported transfer not in compliance with this provision will be void.

10. Events of Default

The occurrence at any time of any of the following events with respect to you or any person who has provided any guarantee or security in support of your obligations under the Agreement (each such person a "**relevant party**"), will constitute an event of default ("**Event of Default**"):

10.1 **Fail to pay or deliver / Repudiation**. Failure by you to make, when due, any payment or delivery required under the Agreement, or you (or any person appointed to manage you or act on your behalf) disclaim, repudiate or reject, in whole or in part, the Agreement (or any transaction).

10.2 **Breach**. Failure by you to comply with any obligation (other than a payment or delivery obligation) in accordance with the Agreement if not remedied within 14 days after notice of such failure is given to you.

10.3 **Support default.**

10.3.1 Failure by you to perform any agreement to provide any guarantee or security in support of your obligations under the Agreement or failure by any relevant party to perform or comply with the terms of any such guarantee or security;

10.3.2 Such guarantee or security expires or ceases to be in full force and effect without our written consent; or

10.3.3 Any relevant party (or any person appointed to manage it or act on its behalf) disclaims or repudiates, in whole or in part, or challenges the validity of, such guarantee or security.

10.4 **Misrepresentation**. Any representation by you or a relevant party proves to be incorrect or misleading in any material respect.

10.5 **Cross default**. The occurrence or existence of:

10.5.1 a default (however described) by you or a relevant party under one or more financial, securities, investment products, derivative or borrowing transactions which has resulted in such transactions, in whole or in part, being declared due and payable or deliverable, or otherwise terminated prematurely;

10.5.2 a default by you or a relevant party in making one or more payments or deliveries on the due date under any financial, securities, investment products, derivative or borrowing transaction (after giving effect to applicable notice requirement or grace period); or

10.5.3 a disclaimer, repudiation or rejection by you or a relevant party of any financial, securities, investment products, derivative or borrowing transaction (or such action is taken by any person appointed or empowered to manage any relevant party or act on its behalf).

10.6 **Insolvency**. You or any relevant party:

10.6.1 becomes insolvent or fails or admits in writing its inability to pay its debts as they become due;

10.6.2 makes a general assignment, arrangement or composition with or for the benefit of its creditors;

10.6.3 or any other person commences any judicial, administrative or other proceeding, or takes any action, (1) seeking a judgment of or arrangement for insolvency, bankruptcy, liquidation, reorganization or rehabilitation with respect to the relevant party or its debts or assets, (2) seeking the appointment of a trustee, receiver, liquidator, supervisor or custodian for the relevant party or any part of its assets, or (3) which has a similar effect;

10.6.4 is dissolved or has a resolution passed for its liquidation, reorganization or rehabilitation;

10.6.5 has a secured party take possession of all or any part of its assets or has a distress, execution, attachment or other legal process enforced against all or any part of its assets; or

10.6.6 causes or is subject to any event which, under any applicable law, has a similar effect to any of the above.

10.7 **Merger**. You or any relevant party amalgamates or merges with or transfers all or any substantial part of its assets to, or reconstitutes as, another entity.

10.8 **Death**. If you or any relevant party is an individual, you or such relevant party dies or becomes mentally incapacitated.

10.9 **Change of control**. Any person acquires directly or indirectly any ownership interest enabling it to appoint a majority of the board of directors (or its equivalent), or to exercise control of you or any person which has provided any guarantee or security in support of your obligations. You, such guarantor or security provider effects any substantial change in its capital structure.

10.10 **Force majeure.**

10.10.1 You or any relevant party, by reason of any event or circumstance, is or would be prevented from complying with, or it is or would be impossible or impracticable to comply with, any material provision of the Agreement or guarantee or security in support of your obligations where such event or circumstance is beyond the control of the affected party; or

10.10.2 It is or would be unlawful under any applicable law for you or any relevant party to comply with any material provision of the Agreement or any guarantee or security in support of your obligations.

10.10.3 For this purpose, material provisions include the obligation to make or receive a payment or delivery on a timely basis under a transaction.

10.11 **Adequate assurances**. You or any relevant party fails to provide adequate assurances of your ability to perform its outstanding obligations under the Agreement or any other agreement between the parties on or before the second business day after our written request.

10.12 **Our Legal or Regulatory Obligations, Required Documents and Consents.**

10.12.1 We are required to terminate any or all transactions under these Terms and Conditions in accordance with any local or foreign legal or regulatory provisions to which we, our branches, offices, subsidiaries and affiliates, our holding company, any of its branches, or any of our group's entities worldwide may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement.

10.12.2 You refuse to provide or update, upon request, any documents or information pursuant to these Terms and Conditions, the Master Terms and Conditions - Banking Services and/or to the Master Terms and Conditions – Derivative Products.

10.12.3 You refuse, withhold or withdraw any of the consents and/or representations made to us under these Terms and Conditions, the Master Terms and Conditions - Banking Services and/or the Master Terms and Conditions – Derivative Products.

11. Early termination

11.1 If at any time an Event of Default has occurred and is continuing, we may, by not more than 14 days' notice to you identifying the Event of Default, designate a day as an "**Early Termination Date**" in respect of the affected or all outstanding transactions and all scheduled payments and deliveries under such Transaction(s) will cease and be replaced with an amount payable as determined under this Clause 11. All such Transactions will terminate on such Early Termination Date, regardless of whether the Event of Default is continuing on such date, but this will not affect other obligations under the Agreement which continue notwithstanding the termination of such Transaction(s).

11.2 We will determine our losses or gains, and costs, that are or would be realized under then prevailing circumstances in replacing or providing the economic equivalent of the material terms of each terminated Transaction including the remaining payments, deliveries and rights. We may apply different valuation methods to different Transactions depending on type, complexity or other relevant factors. We may take into account any relevant information including market data and information from internal sources, and without duplication:

11.2.1 cost of funding;
any loss, cost or gain incurred in connection with our terminating or obtaining any hedge related to a terminated Transaction. All amounts will be expressed in Macau Pataca (MOP$) or another currency chosen by us. We will convert amounts in another currency at our spot exchange rate.

11.2.2 We will net off (i) amounts that become payable to either party in respect of all terminated Transactions on or prior to the Early Termination Date and which remain unpaid as at such date and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as determined by us) of anything to be delivered to either party in respect of each terminated Transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.

11.3 After an Early Termination Date, we will provide to you a statement showing the calculations and any amount payable following our calculation under Clause 11.2 above. Such amount will be payable on the day specified in the notice (being at least 7 days after the date of the notice), together with interest thereon (before and after judgment) from (and including) the Early Termination Date to (but excluding) the date such amount is paid, at the rate for overdue amounts.

11.4 The parties agree that an amount recoverable under Clause 11.2 above is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for loss of bargain and loss of protection against future risks, except as otherwise provided in the Agreement, neither party will be entitled to recover any additional damages for such losses. Any amount payable under Clause 11.2 may, at our option (and without prior notice to you) be reduced by its set-off against any other amounts payable by you to us (whether or not arising under this Agreement, matured or contingent and irrespective of the currency). For such purposes, we will make any currency conversions so required and, where any obligation is not yet due for performance, we will reasonably estimate that obligation. Nothing in this clause will be effective to create a charge or other security interest, and this clause is without prejudice and in addition to any similar right or requirement which may be applicable.

12. Risk Warning

12.1 Investment Products transactions carry a high degree of risk including policy risk, price risk, interest rate risk, risk on security of the communication and network system. Prices of Investment Products may fluctuate intensively due to political events, economic issues and unexpected triggered events. Before investing, you should fully understand the risk involved and acknowledge to be responsible for all the consequences incurred.

12.2 Market brief and analysis provided by The bank to you are for reference only and do not constitute any reliance for actual transaction. The bank will not be liable for any loss incurred as a result of such reliance.

12.3 The bank will not bear any economical or legal responsibility caused by any unpredictable, uncontrollable and insurmountable factors (natural disaster, fire hazard, war, country, Macau SAR related policy change etc.) or loss cause by any other irresistible factors.

12.4 The bank has the right to cancel your transaction and will not be responsible for any loss caused due to any transaction error in transaction price, transaction amount, currency, account related details or order made outside transaction period that are the result of transaction system breakdown, network communication breakdown, blackout which are not caused by the bank's fault.

12.5 The bank shall have the right to cancel transactions and take all necessary measures to prevent you from processing transactions by means of fraudulent acts, illegal and improper practices which are not created by the bank's own errors. The bank also reserves the right to take legal action if deemed necessary.

12.6 You have no right of claim for accounts with transactions improperly posted or improperly confirmed, and any such trade confirmation or transaction proof will all be regarded as void.

13. E-Banking Service

13.1 You can transact Investment Product by means of electronic banking service (including but not limited to internet banking, phone banking and mobile banking etc) to the extent permitted by the Bank.

13.2 You understand you will be responsible for the risk incurred when you choose to use electronic banking service when sending instructions for operating any of your accounts or collecting relevant information.

13.3 You should know the operation of the bank's E-Banking Service and you will solely be responsible for any loss resulted from your operational error.

13.4 You undertake to be the only authorized user of the E-Banking service and be responsible for safe-keeping and utilization of the login password. You should be responsible for all instructions validated by input of password transmitted to the bank by means of electronic service. The bank, its employees and agents will not be responsible for any claims related to trading or trading losses submitted by you or any party who submits claim through your account.

13.5 You acknowledge that electronic banking service is the property of the bank and you guarantee and undertake not to disturb, modify, dismantle, reverse, control or by other means modify access to any parts of electronic banking service without authorization. In any case when you violate such guarantee or undertaking or the bank reasonably suspects that you have violated the guarantee or undertaking, the bank can take legal action against you. You also undertake to notify the bank immediately if any violation of this term is made known to you.

13.6 You acknowledge that any Investment Product price quotation service and notice service (if applicable) through electronic transaction service can be provided by third party designated by the bank from time to time. You agree that the bank will not be responsible for loss incurred by you or any party due to omission of delivery of quotation notice and / or loss incurred due to any investment product price quotation service which provision is dependent on the electronic transaction service.

13.7 The bank will not be responsible for any loss caused by hacker invasion which results in your privacy or secret information being stolen, disclosed or damaged

14. Usage and Custody of Account and Password

14.1 You should safely keep the password, account proof, E-Age Card and Elite Club Card properly, which should not be passed or disclosed to any third party under any circumstances. In case any loss, password exposure or leakage of the account proof, E-Age Card and Elite Club Card, you should follow the related terms and conditions and report to the bank immediately. Otherwise, all consequences prior to report loss of the above will be your sole responsibility.

14.2 Any password input, stamp execution as required and conducted in the process of transaction will be regarded as the action taken by you or by any means whether voluntarily or otherwise.

Schedules form an integral part of the Agreement. The terms in Agreement, as well as Master Terms and Conditions – Banking Services, Master Terms and Conditions – Investment Products and Master Terms and Conditions – Derivative Products are also applicable to the following Schedules.

Schedule 1: Securities margin account
Please read carefully, particularly 2 (Additional margins), 5 (Events of Default), 6 (Interest) and 7 (Additional risk disclosure) below.

1. Securities margin account

1.1 You may request us to open a securities margin account. You may give us instructions to buy securities on your behalf. For each transaction, you will pay an initial cash margin set by us. We may at our discretion accept or decline your instructions. If we accept your instructions, we will finance the balance of the price payable for the securities by way of a loan to you. All purchased securities will be held in your margin account.

1.2 We may at any time, without notice, change the type or issue of securities which we will buy for your margin account, the amount of margins required, or the amount of the loan available in your margin account.

1.3 All amounts owing by you on your margin account are repayable on demand.

1.4 We may not have time to check whether you have not paid the initial cash margin or have exceed the undrawn amount of the available loan in the margin account. If either of the foregoing occurs, we may without notice cancel the instruction or sell the purchased securities. You will indemnify us against all reasonable losses and expenses.

1.5 Upon termination of your margin account for any reason, you will repay all debit balance together with interest thereon.

2. Additional margins

2.1 You will on demand pay such additional cash margins as we require from time to time. We may debit any initial and additional margins from any of your accounts.

2.2 We may at any time without notice apply any cash in your margin account including margins to reduce any amounts owing by you, in the order we reasonably select.

2.3 You will at all times maintain sufficient initial and additional margins in your margin account, so that the margins plus the market value (as reasonably determined by us) of the unsold securities held in your margin account will at all times exceed your outstanding loan by the percentage determined by us and previously notified you. Failure to do so (whether or not you receive a demand for additional margin) is an Event of Default.

2.4 You will stand ready to receive margin calls. A demand for any margin is effective upon a message being left at your telephone number on any machine or with any person listed as a contact person in your account opening documents, or upon sending an email or fax to your email address or fax number known to us, whether or not (or when) the communication is received by you.

3. Charge

3.1 You will charge to us all securities purchased by us for your margin account as continuing security for the payment of all amounts owing by you to us (whether or not in connection with your margin account). The charge will extend to all dividends, interest, distributions, allotments, offers, benefits, entitlements, securities and rights accruing, paid, made, offered or arising in respect of, and the proceeds of sale of, the securities.

3.2 You will within the time required by us do all things which we reasonably require to perfect our security interests. You will (where applicable) deposit with us all share and other certificated, and duly signed and stamped instruments of transfer and sold notes, in respect of the charged securities. They will be held at your sole risk and reasonable expense. They may be held by our nominees or agents in or outside Macau. We may at any time register any charged securities in the name of our nominees, and deposit any charged securities in any clearing system, without notice and at your reasonable cost and risk.

3.3 We will not be liable for any failure to collect any amount payable on the charged securities, to pay any call or installment, or to take any action in respect of them, or for any loss in connection with them.

3.4 On release of any securities, we will discharge our liabilities to you by transferring to an account nominated by you or by making available for your collection securities (or certificates, instrument of transfer and sold note) of the same class and denomination (subject to any capital reorganization which may have occurred).

4. Sale

Before the occurrence of an Event of Default, and subject to our consent, you may instruct us to sell the securities in your margin account.

5. Event of Default

5.1 If any Event of Default (as defined in 2.3 above and in Clause 10 of our Master Terms and Conditions – Investment Products) occurs, or if any circumstances arise which in our opinion might jeopardize our interests in relation to your margin account, whether or not we have made a call for margin and whether the time to meet the call has expired, all sums owing by you in your margin account will immediately become due and payable, and we may without notice:

5.1.1 Transfer from any or all of your accounts (of any nature, and whether the amounts are matured or not) any amounts to your margin account;

5.1.2 Sell any or all of the securities in your margin account and use the sale proceeds after deducting all reasonable expenses to pay any amounts owing by you in the order we reasonably select.

5.2 If any Event of Default occurs, we may cancel any outstanding instructions or terminate any contracts for your margin account without notice and assume no legal liability.

6. Interest

6.1 Interest will accrue on the debit balance in your margin account at the rates and in the manner decided by us from time to time, and will be debited to your account at the times decided by us.

6.2 Interest will accrue on all sums due from you but unpaid, and on any debit exceeding the pre-arranged loan limit, at the rates decided by us from time to time from the due date until full repayment (before and after judgment).

6.3 We will pay interest on the net credit cash balance in your margin account at our rate for savings account for the relevant currency.

7. Additional risk disclosure

There is a high degree of leverage associated with margined transactions in securities because of the small initial margin payable. High leverage can work for as well as against you and can lead to large losses as well as gains. Under certain market conditions, you may find it difficult or impossible to liquidate a position and therefore the losses may not be limited to the margins or securities you have paid or charged to us.

Schedule 2: IPO subscription (loan)
Please read carefully, particularly 6 below.

1. We may at your request grant a loan in the amount determined by us, to be applied by us on your behalf to pay for part of the subscription price. You will put us in funds for the balance of the full subscription price and all charges and expenses 2 business days before expiry of the subscription period or an earlier date notified by us.

2. The subscription application will be made in the name of our nominee. You authorize our nominee and us to do all things necessary for the purpose of the application, and will indemnity our nominee and us (acting reasonably) against any liability.

3. Interest will accrue on the loan at the agreed rate and in the agreed manner, from the date the subscription application is sent to the issuer to the date of full repayment (before and after judgment).

4. The loan and interest will be repayable on demand and, in the absence of a demand, within 5 business days after we have notified you of the result of your subscription.

5. Any refund in respect of your application will be applied to reduce the amounts owing by you, in the order we reasonably select. You will immediately pay to us any refund received by you and will hold the money in trust for us.

6. If any part of the loan or interest thereon is not paid when due, we may without notice sell any or all of the securities allotted to you and use the sale proceeds after deducting all reasonable expenses to pay any amounts owing by you, in the order we reasonably select. You will charge to us all rights arising from your application and all securities allotted to you as continuing security for the payment of all amounts owing by you to us. You will within the time required by us do all things which we reasonably require to perfect our security interests.

Schedule 3: Investment Products monthly investment plan
Please read carefully.

1. We may from time to time offer certain Investment Products (including stock, unit trusts, mutual funds and other investments) for selection and specify the requirements for an Investment Products monthly investment plan. If you wish to establish a plan, you should apply in the form provided by us. You will select the Investment Products you wish to buy from the available Investment Products, and specify in conformity with our requirements the monthly contribution amounts you will pay for each issue of Investment Products.

2. If your application is accepted, we will notify you of the commencement date of your plan. You will pay by method and currency acceptable to us the agreed monthly contribution amounts on the agreed date in each calendar month (or, if it is not a business day, on the next business day). No reminder will be sent. If there are insufficient funds, we may make another attempt to collect the monthly contribution amount within the month. You will pay all reasonable charges and fees.

3. You may change or terminate your plan by giving us 14 days' prior notice and complying with our reasonable requirements (a fee may be incurred). The time required to change your direct debit authorization will depend on the bank with which your account is kept. We may terminate your plan by 30 days' prior notice to you.

4. We will use each month contribution amount received from you (after deducting our service charges and all reasonable fees and expenses) towards buying, on your behalf, a whole number of the agreed Investment Products.

5. No interest will be paid for the period before the amount is used to purchase the Investment Products, or on any unused portion. Any unused monthly amount may be withdrawn after the second business day after the date for purchasing the Investment Products.

6. If any purchased Investment Products are less than the total requirements of similar plans of all our customers, we may allocate them in a fair manner.

<u>Listed securities</u>

7. Purchase of listed securities will be made by way of a market order placed on the relevant exchange at any time on the next exchange trading day following the date of receipt of the monthly contribution amount.

8. In determining the price payable by you, we may use the average price of purchases of the securities under similar plans of all our customers.

<u>Unit trusts, mutual funds and other collective investment schemes</u>

9. Application to purchase the units will usually be made by us within 4 business days (subject to change by us) after the date of receipt of the monthly contribution amount.

10. Any distributions in respect of your units will be invested in purchasing additional units or, if permitted by the funds concerned and selected by you, be credited to your settlement account.

Additional Risk Disclosure

11. There may not be an active market for securities in odd lots, and odd lots may only be sold at a price substantially less than board lots.

12. We may not be able to buy for you the Investment Products in the required or any quantity.

Schedule 4: Currency-linked Investment Product
Please read carefully, particularly 3 and 7 below:

1. If you wish to place an investment linked to another currency ("Linked Currency"), you will complete and deliver to us an order in our form. An order is irrevocable. It will be for a minimum amount of investment, be in a Linked Currency acceptable to us and comply with other requirements set by us from time to time.

2. We may on receipt of an order place a "hold" in your account for the full amount of the intended investment. We may accept or reject an order. If we reject an order, we will notify you and release the "hold" in your account.

3. The terms of the investment will be as set out in our Confirmation, any other rates and information are for reference and are not binding.

4. Interest will accrue on the principal amount of the deposit from the "Effective Date" until the "Maturity Date", and will be calculated by us at the rate specified in the Confirmation.

5. The investment principal together with the agreed interest will be paid in the currency of the investment, or in an amount of the Linked Currency, in accordance with the terms and the Confirmation.

6. The "Exchange Rate" will be determined by us by reference to the spot rate of exchange on the "Fixing Date". If the Fixing Date falls on a non-business day, it will be such other date as we decide by reference to market practice.

7. Principal may not be withdrawn before maturity, except with our agreement. If we permit early withdrawal, we may deduct from the investment amounts determined by us to compensate for losses and expenses including breakage, hedging and funding costs. The amount repaid to you may be less than the principal amount of the investment.

8. Terms bear the meaning ascribed in the Confirmation.

Schedule 5: Precious Metals Trading Account Services
Please read carefully.

1. Precious Metals Trading Account

Precious Metals Trading Account services mean that you can trade precious metals during trading hours as stipulated by The bank, at the bank's counter or by other means like e-banking channel making use of the bank's precious metals trading system for designated currency real-time transactions. The bank shall have the sole discretion to fix the starting price and minimum units for each transaction for different precious metal being traded.

2. Commencement of Service

2.1 You can apply for Precious Metals Trading Account services at The bank by opening a multi-currency current account for settlement purpose. Subject to the bank's consent, you can open an account to invest in precious metals as designated by the bank from time to time.

2.2 Precious Metals Trading Account is intended for recording the precious metals' trading transactions. The balance in the Account cannot be withdrawn, transferred or converted to real precious metals nor will any interest be accrued for you.

2.3 You can transact Precious Metals Trading Account services through The bank's branch network or by means of the electronic banking channel which will only be available after registration for the bank's E-Banking Services.

2.4 Subject to your instruction, the bank will provide oral or written confirmation to you. Upon your instruction and the bank's confirmation, the transaction will be final and binding on you.

2.5 You understand and agree that for sake of mutual benefit, the bank has absolute discretion to monitor and record the communications between you and the bank by means of electronic devices (including but not limited to telephone and internet).

2.6 The bank reserves the right to reject your instruction as it is found to be appropriate by the bank and the bank will try to notify you its decision. The bank shall however not be liable for any loss due to its omission of notice caused by any reason.

3. Pricing Quotation and Transaction

3.1 You can trade precious metals through the bank counter during business hours and electronic banking channel during designated trading hours according to international markets' updated pricing and transaction details provided by the bank.

3.2 Upon close of business due to mandatory holidays in either ICBC Headquarter or The bank, The bank will close all pricing quotations and transactions. Prior notice will be announced through the bank's branch network and at its website, and such notice will be deemed to be delivered to you upon announcement.

3.3 Pricing quotation on precious metals provided by the bank to you are revised according to the latest update in the International Markets. All transactions are processed on real time basis. The indicative price available at the currency panel, E-Banking and other channels are just for your reference. For any real-time trading at the bank counter, the transaction price is fixed at the time when "ICBC（Macau）Precious Metals Trading Account Service Application Form" is signed by you and the bank's authorized person. Details of transactions processed via the electronic banking will be based on records input in the bank's internet banking / e-banking system, which with internet banking / e-banking account you can check for details of transactions online.

3.4 You should maintain sufficient balance in account available for transaction payment. Any insufficient balance in designated settlement account or lacking of fund in the account will void the transaction instruction. Any consequent loss will be solely borne by You.

3.5 Any transactions made beyond the trading hours specified by the bank will be treated as invalid.

3.6 Fund settlement will be completed immediately after the trade transaction is successfully posted.

3.7 You are liable to all currency risk in the course of any trade transaction or settlement and the bank has absolute discretion in the applicable exchange rate.

3.8 All payments will be effected by currency acceptable to us for Precious Metals Trading.

4. Closing of Account

4.1 You can cease the trading and close the account after selling all Precious Metal, and complying with the bank's stipulated rules.

4.2 The bank has absolute discretion to terminate any transactions with you without giving any explanation.

Schedule 6: Margin Trading
Please read carefully, particularly 5 (Early Termination) below.

1. **Margin**

1.1 You will, before the effective date of a Transaction (or such other date as notified by us), transfer to us margin equal to the initial percentage notified by us from time to time ("**Initial Percentage**") multiplied by the value (as determined by us) of the Transaction and any then outstanding Transaction. Additionally, you will on demand immediately transfer to us additional margin equal to the additional percentage notified by us from time to time ("**Additional Percentage**") multiplied by the value (as determined by us) of any or all of the then outstanding Transactions.

1.2 All initial and additional margin must be in the form of cash in a currency acceptable to us. However, we may accept as margin an asset (other than cash) which is acceptable to us and which has been transferred to us in a manner to constitute a legally valid transfer of your legal and beneficial title to such asset to us within the time required by us. All margin will be transferred into the account we nominate.

1.3 If at any time the value (as determined by us) of margin transferred to us (expressed as a percentage of the values determined by us of all of the outstanding Transactions) (the "**Margin Percentage**") falls below the maintenance percentage notified by us from time to time ("**Maintenance Percentage**"), you will immediately transfer to us margin in the form of cash equal to the amount required as stipulated in the relevant terms and conditions of the specific product.

1.4 All right, title and interest in and to any margin transferred to us shall vest in us free and clear of any liens, claims, charges or encumbrances or any other interest of yours or of any third person (other than, if applicable, a lien routinely imposed on all securities in a relevant clearance system). Nothing in these Terms and Conditions is intended to create or does create any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other asset transferred to us as margin. You represent to us on each date on which margin is transferred to us, that you are the sole owner of, or otherwise have the right to transfer, all margin to us, free and clear of any security interest, lien, encumbrance or other restriction (other than any lien routinely imposed on all securities in a relevant clearance system).

1.5 An equivalent amount of margin to that transferred to us will be transferred to you when all your obligations to us have been satisfied in full. Pending such time, we may transfer an equivalent amount of margin to you equal to part of the margin transferred to us in line with any decrease in the amount of Transactions outstanding or the value of outstanding Transactions. Equivalent margin means assets of the same type, nominal value and description. Unless otherwise agreed by us, no interest or distributions will be paid on margin transferred to us.

1.6 Any interest payable (or swap points) will be calculated at the rate and in the manner determined by us. If the amount of margin transferred to us is not sufficient, interest (or swap points) will accrue on the deficit at the rate determined by us from time to time.

1.7 If you fail to make a payment when due under a Transaction, we may at any time (but are not obliged to) apply margin transferred to us to pay any amount due from you (and in such circumstances, the aggregate amount of margin you have transferred to us will be reduced by such amount and your relevant payment obligation under the Transaction will be deemed satisfied to the extent of margin so applied by us).

1.8 We may, for the purpose of determining the amount of any margin required, from time to time calculate the values of outstanding Transactions with reference to a formula determined by us from time to time. We may discount the amount of currency (except Hong Kong dollars or US dollars) or the value (as determined by us) of other collateral held as margin by the percentages notified by us and take into account any accrued net interest. For cross currency trades and locked positions, unless we decide otherwise, only one set of margin is required.

1.9 As values of margin and Transactions may fluctuate, you agree that we may require you to transfer margin to us at any time. You will stand ready to receive our margin calls and notices. A demand for any margin is effective upon a message being left at your telephone number on any machine or with any person listed as a contact person in your account opening documents, or upon sending an email or fax to your email address or fax number, in each case as last known to us, whether or not (or when) the communication is received by you.

1.10 We will inform you of details of the margin requirements and a description of the methods or procedures adopted by us in choosing the prices or interest rates for the purposes of marking to market your open positions and in calculating your interest income and expenses.

2. **Close Out**

We may close out and terminate, or at your cost and risks obtain hedges for, one or more outstanding Transactions at any time and without notice, after any Event of Default (as defined in Clause 10 of these Terms and Conditions) has occurred. Transactions will be closed out and terminated in accordance with Clause 10 of these Terms and Conditions or (if we so determine in any particular case) hedged in accordance with the relevant provisions of the Schedule. In such circumstances, any or all of the margin transferred to us will be applied by us in accordance with Clause 10 of these Terms and Conditions.

3. **Interest**

In respect of each amount payable by you under any Transaction which we allow to be outstanding by way of margin trading, you will pay interest on such amount at the rates determined by us from time to time (or in the form of swap points determined by us). Different rates (or swap points) may apply on the amounts outstanding under different Transactions. Such interest is payable daily (or as otherwise decided by us) and on demand.

4. **Payment/Delivery**

4.1 <u>Condition Precedent</u> The parties will make payments and deliveries in accordance with each Confirmation, subject to the condition precedent that no Event of Default (see Clause 10) or Potential Event of Default has occurred and is continuing. "Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

4.2 <u>Manner</u> Payments will be made for value on the due date in freely transferable and cleared funds and in the manner customary for payments in the relevant currency. Deliveries will be made in the manner customary for the relevant Investment Products or property or as determined by us.

4.3 <u>Gross-Up</u> All payments by you will be made without deduction or withholding on account of any Tax unless required by law. If you are required by law to deduct or withhold, you will:

4.3.1 Promptly notify us;

4.3.2 Promptly pay to the relevant authority the full amount required to be deducted or withheld and send us an official receipt; and

4.3.3 Pay to us, in addition to the payment to which we are otherwise entitled, an additional amount to ensure that the net amount actually received by us (free of any Tax) equals the full amount we would have received had no deduction or withholding been required.

"**Tax**" includes any present or future tax, levy, duty or assessment of any nature (including interest and penalties thereon) imposed by any government or other taxing authority other than a stamp, registration, documentation or similar tax.

4.4 Netting If on any date amounts would be payable in the same currency under 2 or more Transactions by each party to the other, then on such date, each party's obligation to pay such amounts will be discharged and be replaced by an obligation on the party by whom the larger aggregate amount would otherwise have been payable to pay to the other party the excess of such amount over the smaller aggregate amount.

4.5 Default Interest

4.5.1 If you fail to pay any amount when due, you will pay to us interest on the overdue amount, from (and including) the due date to (but excluding) the date of receipt by us of the overdue amount (before and after judgment), at our interest rate for unarranged overdraft, compounded monthly and calculated by reference to the actual number of days elapsed.

4.5.2 If you fail to make any delivery when required, you will indemnify us against any loss (including all costs in respect of insurance, vaulting, transportation etc. and borrowing costs) as determined by us, and pay to us interest on an amount equal to the fair market value (as determined by us) of that which was required to be delivered from (and including) the original scheduled delivery date to (but excluding) the date of actual delivery.

4.6 Payment Currency Your payments will be made in the same currency as your corresponding liability to us. A sum received by us in another currency only constitutes a discharge to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received as soon as it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any loss and expense. It will be sufficient for us to show that we would have suffered a loss had an actual exchange or purchase been made.

4.7 Margin If you fail to comply with Clause 1.3 of these Terms and Conditions or if your margin (expressed as a percentage of the values determined by us of the outstanding Transactions) falls at or below the close out percentage notified by us from time to time ("**Close Out Percentage**").

5. Early Termination

In addition to the relevant clause 11 in the above Master Terms and Condition – Investment Products, we will net off (i) amounts that became payable to either party in respect of all terminated Transactions on or prior to the Early Termination Date and which remain unpaid as at such date (and any or all margin transferred to us will be deemed to be an unpaid amount by us to you for such purposes) and (ii) an amount equal to the fair market value as of the original scheduled date for delivery (as determined by us) of anything which was required to be delivered to either party in respect of each terminated Transaction on or prior to the Early Termination Date and which has not been so delivered as at such date, together with interest from (and including) the original due date to (but excluding) the Early Termination Date, at the rate for overdue interest.

6. Changes

We may change these Terms and Conditions at any time by notice to you. The notice will take effect, where practicable, after 30 days. You irrevocably authorize us to make, and consent to, such changes.

7. Expenses

You will on demand indemnify us against all out-of-pocket expenses, including legal fees, execution fees, and stamp, registration, documentation or similar tax, incurred by reason of the enforcement or protection of our rights under the Agreement or by reason of the early termination of any Transaction, including costs of collection.

8. Miscellaneous

You may be affected by any curtailment of, or restriction on, our capacity to trade in respect of open positions as a result of any local or foreign legal or regulatory provisions to which we, our branches, offices, subsidiaries and affiliates, our holding company, its branches, or our group's entities worldwide may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. In such circumstances, you may be required to reduce or close out your open positions with us.

Schedule 7 Monthly Installment of Gold Investment
Please read carefully, particularly 4 and 5 below.

1. Monthly Installment of Gold Investment

Monthly Installments of Gold Investment refers to investment method which you open a monthly installment of gold investment account, set a fixed installment amount, and invest the fixed installment for purchase of our bank's gold products. You can choose to redeem the investment or convert your investment to physical gold products offered by the bank.

2. Account Opening

2.1 You are required to present your identification and provide your current account with the bank as the settlement account when applying for the Monthly Installment for gold investment.

2.2 Only one monthly installment for gold account per customer can be opened with the bank and such account will be associated with your settlement account. If you want to open another account, the existing account has to be cancelled. Only one fixed monthly installment can be set within the same installment account.

3. Transaction Method and Principle

3.1 Monthly installment for gold account balance is recorded with "ounce" as a unit, truncated to the sixth decimal place. A negative balance is not allowed.

3.2 You can apply to terminate the monthly installment for gold investment or close the monthly installment for gold account during our office hours. No fees will be charged for termination of investment or closing of account.

3.3 The setting up, termination, signing installment agreement or redemption of monthly installment for gold investment can be applied through branch or internet banking channel. For converting to physical gold products, you must visit the branch for application.

3.4 The bank has the right to modify setting such as transaction time, channel, transaction period and Subsequent Investment Amount of monthly installment of gold investment services, including account opening, accumulation, redemption, account closing, conversion or other services according to business expansion or market status. An announcement will be provided 10 working days before the modification.

3.5 The transaction day for Monthly installment for gold investment services, such as accumulation, redemption or conversion follows bank normal business hours, and the bank has the right to adjust the service time and period according to business need and market status. An announcement will be provided 10 working days before the modification.

3.6 All payments will be effected by currency acceptable to us for monthly installment of gold investment.

4. Monthly installment for gold investment - method and installment deadline

4.1 After opening monthly installment for gold investment and setting monthly installment amount, the bank will deduct such amount from the settlement account on the fifth last day every month (if the deduction failed on such day, the amount will be deducted on the next day. Such process will continue until the last day of the month). Daily installment amount is calculated by dividing the monthly installment amount with number of transaction days in the month that follows. From the next transaction day in the next month onwards, Investment of gold of the relevant amount will be made according to the daily installment amount and the price quoted for monthly installment for gold investment as published by us on such transaction day.

4.2 Installment will be deducted before each month end after gold installment is set up and the investment will start accumulating from the following month. Any modification, cancellation of application after installment is deducted will be executed on next installment date.

4.3 In case of insufficient balance in your settlement account on the deduction date and installment deduction fails five times continuously in five consecutive days, a default is recorded. The agreement will be terminated when three continuous cases of default have occurred.

4.4 The duration of monthly installment for gold investment is one year and you can select to renew your agreement. You can apply for auto renewal in your application for gold investment or via internet banking. The agreement will be renewed for another year after its expiry with multiple renewals allowed in similar manner.

5. Monthly installment for gold investment - redemption

5.1 Gold invested in monthly installment for gold account can be fully or partially redeemed during the bank's service hours through branch or internet banking. Redemption price will be set according to the daily price provided by the bank. The redeemed fund will be deposited to your account within 2 working days (counting from date of redemption). No interest will be accumulated during this period.

6. Monthly installment for gold investment - conversion

6.1 You can determine the product and its quantity for your conversion request, and such request can be applied through branch or internet banking. Deducted installment gold amount will be calculated by the product price and installment price at application time. Insufficient amount can be replenished by you or you can redeem the surplus amount.

6.2 Products available for conversion are limited to products which the bank provides. You can only convert to a whole number of products according to the bank's product specification amount. Detail product specification can be enquired at the branch and you can choose to convert to products and specifications which are currently made available to you by us.

7. Fee

Using Monthly installment for gold investment you will be charged monthly installment service fee and redemption service fee. Related fees will be stipulated in the bank charge table. The bank has the right to alter the charge according to business and market status, and will announce such changes 10 business days before the changes take place. If you are not to accept the charges, you can select to terminate the agreement.