

Private Bank



Dear Client,

We are delighted with your decision to become a client of Citi Private Bank. Thank you for selecting us as one of your financial services providers and advisors.

You can expect the highest calibre of attention, solutions and products throughout your relationship with Citi Private Bank. Citi Private Bank provides you with privileged access to the virtually unlimited global resources of Citigroup. You may want to think of us as a personalised financial 'boutique' within Citigroup that has the advantage of drawing on these vast resources to design superior customised solutions for you.

We enclose the Terms And Conditions For Banking, Custodian, Investment And Credit Services and various other documents for your signature and early return.

It is our pleasure to welcome you as a client of Citi Private Bank. We look forward to having you among our client group, and look forward to every opportunity to advance your financial and family goals over the years ahead.

Yours faithfully

Private Bank



致客戶：

本銀行很榮幸閣下決定成為花旗私人銀行的客戶。感謝閣下選擇本銀行作為閣下的財務服務提供者及顧問之一。

在與花旗私人銀行的關係存續期間，閣下可預期獲得最高質素的關注、解決方案及產品。花旗私人銀行使閣下可尊貴地獲取花旗集團幾近無限的環球資源。閣下可想像本銀行為花旗集團中的私人化金融‘商店’，其優勢為利用此等龐大資源以為閣下設計卓越的個人化解決方案。

本銀行附上銀行、保管、投資及信貸服務合約書及其他各種文件供閣下簽署並及早交回。

本銀行很高興歡迎閣下成為花旗私人銀行的客戶。本銀行期待閣下參與本行的客戶群體，亦期待在未來數年為閣下推展財政及家庭目標的每個機會。

此致

Private Bank



Terms And Conditions For Banking, Custodian, Investment And Credit Services 銀行、保管、投資及信貸服務之條款及細則

INDEX

GENERAL TERMS AND CONDITIONS

I. GENERAL

- 1 Meaning of Words
- 2 Agreement
- 3 Account Opening Formalities and Availability of Services and Provision of Information
- 4 Minimum Balance
- 5 Offshore Service Centre
- 6 Instructions
- 6A Use of Electronic Client Applications, Electronic Signatures and Agreements
- 6B Consent to Receive Electronic Delivery of Documents
- 6C Use of Third Party Messaging Platform
- 7 Operation of Accounts and Payments to Citibank
- 8 Various Accounts

Part A: JOINT ACCOUNTS WITH RIGHT OF SURVIVORSHIP

Part B: PARTNERSHIP ACCOUNTS

Part C: TRUST ACCOUNTS

- 9 Statement of Account and Advice
- 10 Appointment of Agents and Advisers
- 11 Fees, Commissions, Charges, Interest and Taxes
- 12 Indemnity
- 13 Representations and Warranties
- 14 Liability
- 15 Set-Off, Lien and Net Settlement
- 15A Settlement Finality for Certain Foreign Exchange Transactions
- 16 General Provisions
- 17 Change of Terms and Particulars
- 18 Notices and Demands
- 19 Assignment
- 20 Governing Law
- 21 Disclosure of Customer Information
- 22 Conflicts of Interest
- 23 Incapacity
- 24 Termination, Suspension and Closure of Account
- II. BANKING SERVICES OF CITIBANK, N.A.
- 25 Current Account
- 26 Time, Call, or Foreign Currency Deposit Account

目錄

一般條款及細則

I. 一般規定

- 1. 定義 1
- 2. 協議 8
- 3. 開立賬戶手續及服務提供及資料提供 8
- 4. 最低結餘 10
- 5. 離岸服務中心 10
- 6. 指示 10
- 6A. 使用電子客戶應用程序，電子簽署及協議 13
- 6B. 同意以電子方式接收交付文件 14
- 6C. 使用第三方訊息收發平台 16
- 7. 賬戶操作及付款予花旗銀行 19
- 8. 各類賬戶 22
- A部份：具有生存者取得權之聯名賬戶 22
- B部份：合夥賬戶 23
- C部份：信託賬戶 23
- 9. 賬戶結單及通知 27
- 10. 代理及顧問之委任 28
- 11. 費用、佣金、收費、利息及稅項 28
- 12. 彌償 33
- 13. 陳述及保證 34
- 14. 責任 37
- 15. 抵銷、留置權及淨額結算 39
- 15A. 某些外匯交易之交收終局性 40
- 16. 一般條款 41
- 17. 條款及資料變更 42
- 18. 通知及索求 42
- 19. 轉讓 43
- 20. 規管法律 43
- 21. 客戶資料披露 44
- 22. 利益衝突 47
- 23. 無行為能力 51
- 24. 終止、暫停及結束賬戶 51
- II. 花旗銀行的銀行服務 57
- 25. 往來賬戶 57
- 26. 定期、通知或外幣存款賬戶 58

26A	RMB Services	26A.	人民幣服務	58
27	Placement	27.	資金存放	59
28	Premium Instrument	28.	溢價票據	60
III.	CUSTODIAN SERVICES OF CITIBANK, N.A.	III.	花旗銀行的保管服務	61
29	Appointment as Custodian	29.	委任保管人	61
30	Instructions	30.	指示	61
31	Custody Account	31.	保管賬戶	61
32	Deposit of Property	32.	繳存財產	61
33	Securities Depositories and Sub-Custodians	33.	證券託管人及次保管人	62
34	Transactions requiring Instructions	34.	需要指示之交易	63
35	Transactions not requiring Instructions	35.	不需指示之交易	63
36	Delivery of Information and Documents	36.	交付資料及文件	64
37	Right to Take Action	37.	採取行動之權利	64
37A	Payment of Dividends, Interest, Income and Other Payments and Distributions in respect of any Custody Assets	37A	支付任何受保管資產的股息、利息、收入及其他付款和分派	64
38	Limitations on Citibank's Responsibilities	38.	花旗銀行的責任限制	64
39	Lost, Forged or Fraudulent Custody Assets	39.	損失、偽造或欺詐性受保管資產	65
40	Responsibility for Insurance	40.	保險責任	65
41	Responsibility for Taxation	41.	稅務責任	65
IV.	INVESTMENT SERVICES OF CITIBANK, N.A.	IV.	花旗銀行的投資服務	65
42	Investment Services	42.	投資服務	65
43	Investment Orders or Instructions	43.	投資指令或指示	67
44	No Short Selling	44.	不可賣空	68
45	Payment	45.	付款	68
46	Commissions, Soft Commissions and Rebates	46.	佣金、非金錢佣金及回佣	68
V.	RISK DISCLOSURE STATEMENTS	V.	風險披露聲明	69
47	Risk of Securities Trading	47.	證券交易的風險	69
48	Risk of Trading Futures and Options	48.	期貨及期權交易的風險	69
49	Risk of (a) Trading in Leveraged Foreign Exchange Contracts and (b) Using RMB Services	49.	(a)槓桿式外匯交易及(b)使用人民幣服務的風險	69
50	Risk of Trading Growth Enterprise Market Stock	50.	買賣創業板股份的風險	70
51	Risk of Client Assets Received or Held Outside Singapore or Hong Kong	51.	在新加坡或香港以外地方收取或持有的客戶資產的風險	70
52	Risk of Margin Trading	52.	保證金買賣的風險	70
53	Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited	53.	在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險	71
54	Additional Risk Disclosure for Futures and Options Trading	54.	關於期貨及期權買賣的額外風險披露	71
55	Futures	55.	期貨	71
56	Options	56.	期權	71
57	Additional Risks Common to Futures and Options	57.	期貨及期權的其他常見風險	72
58	Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties	58.	賦予保留郵件或將郵件直接寄予第三方的權限的風險	73
VI.	CREDIT SERVICES OF CITIBANK, N.A.	VI.	花旗銀行的信貸服務	73
59	Agreement for Credit Services	59.	信貸服務協議	73
60	Payment of Facilities	60.	貸款支付	74
61	Margin and Top-up	61.	保證金及補足差額	75
62	Set-Off and Lien	62.	抵銷及留置權	75
63	Information	63.	資料	76
64	Credit Services	64.	信貸服務	76

VIA. ESTATE AND SUCCESSION PLANNING SERVICES TERMS

64A Estate and Succession Planning Services Terms

VII. LANGUAGE

65 Language

SINGAPORE SUPPLEMENT

- 1 Cheque Truncation System (“CTS Terms”)
- 2 Collection and Payment
- 3 Cheque Truncation System - Limitation of Liability
- 4 Rights of Third Parties
- 5 Indemnity
- 6 Custodian Services
- 7 Deposit Insurance Scheme
- 8 Investment products
- 9 Non-reliance on Advice, Recommendations or Investment Information and Exclusions of Liability
- 10 Incapacity
- 11 Dual currency investments
- 12 The Financial Disputes Resolution Centre Ltd (“FIDReC”)
- 13 E-Payments

HONG KONG SUPPLEMENT

- 1 e-Cheques Deposit Services
- 2 Suitability
- 3 Investment Information
- 4 Unsolicited transactions
- 5 Services in relation to derivative products
- 6 Rights of Third Parties
- 7 Gross Negligence
- 8 Statement of Account and Advice
- 9 Change of Terms and Particulars
- 10 Default Situations
- 11 Current Accounts
- 12 Complaints
- 13 Non-independent Intermediary
- 14 Faster Payment Service Terms

SHARED RELATIONSHIP SUPPLEMENT

- 1 Acknowledgements
- 2 Meaning of words
- 3 Incorporation and applicability of Required Clauses
- 4 Applicability of Clauses
- 5 Complaints
- 6 Investment Information, Suitability, Non-independent Intermediary etc.

VIA. 遺產和繼承計劃服務條款

64A. 遺產和繼承計劃服務條款

VIII. 語言

65 語言

新加坡充條款

1. 支票截留系統(“支票截留系統條款”) 81
2. 託收及付款 82
3. 支票信息處理系統 - 責任限制 83
4. 第三者權利 84
5. 彌償 84
6. 保管服務 84
7. 存款保險計劃 85
8. 投資產品 85
9. 不依賴意見、建議或投資資料及排除責任 86
10. 無行為能力 87
11. 雙貨幣投資 87
12. 新加坡金融業糾紛解決中心有限責任公司 88
13. 電子支付 88

香港補充條款

1. 電子支票存入服務 89
2. 適合性 92
3. 投資資料 93
4. 非應邀的交易 93
5. 有關衍生性金融商品的服務 94
6. 第三者權利 94
7. 嚴重疏忽 94
8. 賬戶結單及通知 94
9. 更改條款及細節 94
10. 違責情況 94
11. 往來賬戶 94
12. 投訴 95
13. 非獨立中介人 95
14. 快速支付服務條款 95

共享聯繫補充條款

1. 確認 102
2. 定義 102
3. 所需條文的納入及其適用性 102
4. 條文的適用性 103
5. 投訴 103
6. 投資資料、適合性、非獨立中介人等 103

To: Citibank, N.A. by its branch in Singapore/in Hong Kong

GENERAL TERMS AND CONDITIONS

I. GENERAL

1. Meaning of Words

1.1 Provisions under this Section I entitled **“General”** shall be, unless otherwise specified, applicable to all services from time to time available through Citibank (the **“Services”**), whether governed by these Terms or any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement (defined below)). Provisions under any other Section shall be applicable to the type of Services to which that other Section relates and which I may from time to time choose to utilise and, in the event of any inconsistency between the provisions of this Section I and the provisions of that other Section, the provisions of that other Section will prevail.

1.2 **“I”, “me”, “my”, “we”, “us”, “he”, “his” and “our”** refer to the person(s) (which include a corporate body, partnership or association) in whose name or names the Account is opened, save that where the Account is opened by person(s) acting in their capacity as trustee(s), such reference shall, save for Clauses 8.11.1 and 8.11.9, refer to the person(s) acting in their capacity as trustee(s) of the trust for which purposes the Account is opened. Such reference shall include the personal representatives, successors and permitted assigns of the relevant person(s). Where there is more than one person, such references shall, where the context permits, mean all such persons and each or any of them.

“Acceptable Collateral” means Collateral in form and substance in all respects acceptable to Citibank, in its discretion, for the purposes of securing my Liabilities.

“Account” refers to all and any of my accounts with Citibank (including sub-accounts) which I presently or may from time to time have opened for any or all of the Services.

“Advice” has the meaning ascribed to it in Clause 9.2.

“Agent” means any agent, broker, dealer, counterparty, correspondent, collection, remitting or settlement bank, auditor, adviser, professional adviser, contractors, banker, attorney, custodian, sub-custodian, depository or Nominee selected or used by Citibank and shall include sub-Agents appointed by any Agent.

“Alternative Currency” has the meaning ascribed to it in Clause 28.1.

“Alternative Products” has the meaning ascribed to it in Clause 22.8.1.

“Alternative Product Providers” has the meaning ascribed to it in Clause 22.8.1.

“Applicable Laws” means the laws, decrees, directives, governmental acts, notices, judgments, orders and rules or regulations of any relevant jurisdiction (whether domestic or foreign).

“Applicable Laws and Regulator Expectations” means the laws, codes, decrees, directives, governmental acts, notices, guidelines, judgments, orders, rules or regulations of any relevant jurisdiction (whether domestic or foreign) and any customs and practices of any Authorities in any relevant jurisdiction including, but not limited to, any agreement entered into with or between Authorities, unless otherwise stated.

“Application Form” means the application form for account opening relating to the Account or any particular Service.

“Authorised Signatory” means any person(s) authorised (whether solely or jointly) to give instructions in respect of an Account and/or its operation, enter into any agreement or Investment or request for any Service or new Services to be provided by, or Accounts to be opened with, Citibank on my behalf.

“Authority” means any competent regulatory, prosecuting, tax, administrative, or governmental authority, exchange, clearing house or trade repository in any relevant jurisdiction and their duly appointed agents (whether domestic or foreign).

致：花旗銀行新加坡/香港分行

一般條款及細則

I. 一般規定

1 定義

1.1 除非另有規定，否則本部份**“一般規定”**之條文，適用於透過花旗銀行不時提供之所有服務(**“服務”**)，不論是否受此等條款或本人與花旗銀行之間訂立的任何其他文件、協議或合約(包括衍生性金融商品投資總協議(定義見下文))所規管。其他任何部份之條文適用於與該其他部份有關且本人不時選擇採用之服務類別，及如本部份之條文與該其他部份之條文出現任何差歧，概以該其他部份之條文為準。

1.2 **“本人”、“本人的”、“吾等”、“他”、“他的”及“吾等的”**指賬戶以其名義開立之人士(包括法人團體、合夥或組織)，但由該(等)人士以受託人(等)的身份開立的賬戶，該提述則指以賬戶為之而開立的信託的受託人(等)的身份行事的該(等)人士(第8.11.1及8.11.9條除外)。該提述包括相關人士(等)的遺產代理人、繼承人及認許受讓人。在多於一位人士的情況下，該提述(在文意許可的情況下)指全體該等人士及當中每一位或任何一位。

“可接納抵押品”指形式及內容在各方面均為花旗銀行按其酌情權為擔保本人的債項所接納的抵押品。

“通知”指所有及任何本人現時或可不時就任何或所有服務在花旗銀行開立之賬戶(包括分賬戶)。

“通知”具有第9.2條賦予的涵義。

“代理”指花旗銀行所選擇或採用的任何代理人、經紀人、交易商、交易對手、聯絡人、託收、匯款或交收銀行、核數師、顧問、專業顧問、承辦商、銀行、受託代表人、保管人、次保管人、存管處或代名人，並包括任何代理委任的分代理。

“替代貨幣”具有第28.1條賦予的涵義。

“替代產品”具有第22.8.1條賦予的涵義。

“替代產品供應商”具有第22.8.1條賦予的涵義。

“適用法律”指任何相關的司法管轄區(不論當地或外地)的法律、法令、指令、政府行為、公告、判決、命令及規則或規例。

“適用法律及監管當局的期望”指，除非另有指明，任何相關的司法管轄區(不論當地或外地)的法律、法典、法令、指令、政府行為、公告、指引、判決、命令、規則或規例，及任何相關的司法管轄區的任何機關的習俗及做法，包括，但不限於，與任何機關或任何機關之間訂立的任何協議。

“申請表”指與賬戶或任何特定服務有關的開戶申請表。

“授權簽署人”指任何獲授權(不論單獨或共同)代表本人就賬戶及/或其操作發出指示、訂立任何協議或投資或要求花旗銀行提供任何服務或新服務或於花旗銀行開立賬戶的人士。

“機關”指任何相關的司法管轄區內的任何具資格的監管、檢控、稅務、行政或政府機關、交易所、結算所或交易資料儲存庫及其妥為委任的代理(不論當地或外地)。

“Base Currency” has the meaning ascribed to it in Clause 28.1.

“Booking Centre” means the branch which has opened my Account (that records the assets held for me and the transactions entered into by me) and provides Booking Services to me.

“Booking Services” means Services which are provided (or to be provided) to me by Citibank which relate to: (a) the opening, and operation of my Account; (b) acting as custodian for me in respect of non-cash assets which are recorded to my Account; (c) accepting cash deposits or acting as deposit-taker, lender of record, counterparty, broker, or other similar capacity in respect of any transaction that I enter into (whether for myself or on behalf of a third party, where I act as agent) and which are booked to the Account; and (d) any other Services in respect of my Account as may be specified by Citibank from time to time. For the avoidance of doubt, the Booking Services shall not include any Relationship Services.

“Business Day” means, in relation to Singapore or Hong Kong, a day other than Saturday or Sunday or a public holiday on which Citibank is open for business to the public in Singapore or Hong Kong, as the case may be.

“Change of Shareholding” means, with respect to a corporate body or company, any transfer, assignment, sale, disposition, conveyance or declaration of trust (or a series of any such transactions whether related or not) (collectively the **“Dispositions”**) at any time hereafter in relation to the shares (whether taken individually or in the aggregate): (a) issued by us which carry 25 per cent or more of the voting rights of our issued share capital; (b) issued by us which constitute 25 per cent or more (measured in terms of nominal value) of our issued share capital; (c) issued by our Substantial Shareholder which carry 25 per cent or more of the voting rights of such Substantial Shareholder's issued share capital; or (d) issued by our Substantial Shareholder which constitute 25 per cent or more (measured in terms of nominal value) of such Substantial Shareholder's issued share capital, provided that, if we are for the time being listed or granted permission for dealing in our shares on The Stock Exchange of Hong Kong Limited or the Singapore Exchange Securities Trading Limited (or any other stock exchange from time to time recognised by Citibank for this purpose), any Dispositions in relation to our issued shares shall not constitute a Change of Shareholding hereunder.

“Circular” means the Circular relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and Usage of Customer Information and/or Citibank Singapore Circular relating to the Personal Data Protection Act (as applicable and includes each as from time to time amended, modified, supplemented or replaced, and any other document which amends, modifies, supplements or replaces the same).

“Citibank”, “you” or “your” refer to Citibank, N.A. or any of its branches and any such reference shall include its successors and permitted assigns. Where an Account is opened with the Singapore branch or, as the case may be, Hong Kong branch of Citibank, N.A., the reference to Citibank in relation to such Account in this document shall be deemed to be a reference to its Singapore branch or, as the case may be, Hong Kong branch. Where Relationship Services are provided by the Singapore branch or, as the case may be, Hong Kong branch of Citibank, N.A., the reference to Citibank in relation to such Relationship Services in this document shall be deemed to be a reference to its Singapore branch or, as the case may be, Hong Kong branch.

“Citi Products” has the meaning ascribed to it in Clause 22.8.

“Citi Trust” has the meaning ascribed to it in Clause 22.3.

“Citigroup Company” refers to Citibank, its head office, branches, representative offices, Citigroup, Inc. and any subsidiaries, affiliated or associated companies of, or related entities owned or Controlled directly or indirectly by, Citigroup, Inc. and any of their respective branches and offices (in each case, whether present or future), including Citigroup Technologies, Inc.

“Clause” means a clause in the Terms.

“Clearance System” means any clearing agency, settlement system or depository used in connection with transactions relating to Securities and any Nominee of the foregoing.

“基本貨幣” 具有第28.1條賦予的涵義。

“記賬中心” 指替本人開立賬戶（記錄為本人持有的資產及由本人所訂立的交易）並向本人提供記賬服務的分行。

“記賬服務” 指由花旗銀行向本人提供（或將會向本人提供）的服務，其有關：(a)本人賬戶的開立及運作；(b)作為記錄在本人的賬戶的非現金資產的託管人；(c)就本人所訂立的任何交易而言（不管是為了本人或本人作為代理代表第三方）接受現金存款或作為存款接收人、記錄中的貸款人、對手方、經紀或其他類似身份，並將其記賬到賬戶；及(d)花旗銀行不時指定的任何與本人賬戶有關的其他服務。為免生疑問，記賬服務並不包括任何聯繫服務。

“營業日” 指，就新加坡或香港而言，花旗銀行在新加坡或香港(視乎情況而定)對公眾開放營業的日子(星期六、日或公眾假期除外)。

“持股比例變動” 指，就法人團體或公司而言，此後任何時間與股份有關的任何轉移、轉讓、出售、處置、轉易或信託聲明(或連串任何該等交易，不論是否關連)(統稱**“處置”**)，而該等已發行股份(不論個別或合併計算) (a) 由吾等發行並附有吾等已發行股本25%或以上的投票權；(b)由吾等發行並構成25%或以上(按面值計算)的吾等已發行股本；(c)由吾等的主要股東發行並附有吾等的主要股東的已發行股本25%或以上的投票權；或(d)構成25%或以上(按面值計算)的吾等的主要股東已發行股本，惟若吾等在當時已在香港聯合交易所有限公司或新加坡證券交易所有限公司 (Singapore Exchange Securities Trading Limited)（或花旗銀行就此目的而不時承認的任何其他證券交易所）上市或獲准在當中買賣吾等的股份，有關吾等已發行股份的任何處置並不構成此下的持股比例變動。

“通告” 指關於《個人資料(私隱)條例及客戶資料使用通告》(香港法例第486章)及/或《關於個人資料保護法案的花旗銀行新加坡通告》(如適用，且包括被不時修訂、修改、增補或取代的各通告及修訂、修改、增補或取代各通告的任何其他文件)。

“花旗銀行” 指花旗銀行(Citibank, N.A.)或其任何分行，及任何該提述包括其繼承人及認許受讓人。如在花旗銀行(Citibank, N.A.)的新加坡分行或(視乎情況而定)香港分行開立賬戶，對花旗銀行與本文件中所述賬戶有關的提述，應被視為對其新加坡分行或(視乎情況而定)香港分行的提述。如聯繫服務是由花旗銀行的新加坡分行或(視乎情況而定)香港分行提供，對花旗銀行在本文件中有關該等聯繫服務的提述，應被視為對其新加坡分行或(視乎情況而定)香港分行的提述。

“花旗產品” 具有第22.8條賦予的涵義。

“花旗信託” 具有第22.3條賦予的涵義。

“花旗集團公司” 指花旗銀行、其總辦事處、分行、代表辦事處及 Citigroup, Inc. 之任何附屬公司、關聯或相聯公司，或直接或間接擁有或控制的相關實體及其各自的任何分行及辦事處(在各種情況下均無論現在或將來) 包括 Citigroup Technologies, Inc.。

“條文” 是指此等條款中的一條。

“結算系統” 指與證券有關的交易所採用的任何結算機構、結算系統或存管處及前述的任何代名人。

“Codes” refers to any of Citibank’s prescribed security procedures or any of Citibank’s prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with the giving of Instructions through electronic mail or other electronic means.

“Collateral” means all Securities from time to time secured in favour of Citibank under any Security Document and (unless specifically excluded by Citibank) includes any and all of the Investments from time to time standing to the credit of any Account or placed by any third party with Citibank or any Citigroup Company as security for my Liabilities, including any monies held by Citibank or any Citigroup Company or any of their Nominees for my account or that of such third party, any initial or additional Investments from time to time placed with Citibank or any Citigroup Company by me or such third party as margin or security, together with all my interest and that of such third party under each contract for sale or purchase of the Investments and each Derivatives Contract or in any transaction in connection with any of the Accounts or accounts of such third party, any and all of my monies, Securities and other property, and the proceeds thereof and interest thereon, now or hereafter held or received by or in transit to Citibank or any Citigroup Company or any of their Nominees, whether for safekeeping, pledge, transmission, collection or otherwise and any valid and enforceable Surety Instrument, in form and substance, and issued, given and/or executed by such surety as may be, in all respects, acceptable to Citibank.

“Collateral Value” means the value assigned by Citibank at any time in its discretion to the Acceptable Collateral representing the amount in the relevant currency which Citibank will accept for the purposes of securing or partially securing my Liabilities, including my Liabilities under any or any part of the Facilities.

“Collected Amounts” has the meaning ascribed to it in Clause 11.4.2.

“Confidential Information” means information relating to me, a Related Party, my affiliate or our respective Representatives received by Citibank, Citigroup Companies and their respective Representatives in the course of providing Accounts and Services to me, including Customer Personal Data, my bank account details, transactional information, and any other information either designated by me as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.

“Control” or **“Controlled”** means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement.

“CPB HK” means Citibank, N.A., Hong Kong branch.

“CPB SG” means Citibank, N.A., Singapore branch.

“Credit Services” has the meaning ascribed to it in Clause 59.1.

“Credit Terms” means Section VI of the General Terms and Conditions.

“currency of my Liabilities” has the meaning ascribed to it in Clause 61.1.

“Customer Personal Data” means personal data (whether true or not) relating to a Data Subject or Relevant Individual. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information, to the extent that these amount to personal data under Applicable Laws and Regulator Expectations.

“Data Subject” means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, or, if different, the meaning given to this term or the nearest equivalent term under Applicable Laws and Regulator Expectations. Data Subjects may be me, my personnel, officers, directors, employees, shareholders, beneficial owners, customers, suppliers, payment remitters or payment beneficiaries or other natural persons.

“代碼” 指為透過電郵或其他電子方式發出指示而採用的，花旗銀行的任何訂明保安程序或花旗銀行的任何訂明存取代碼、電子簽署、密碼、識別號碼、記認、電子裝置或其他設備。

“抵押品” 指在任何擔保文件下不時抵押予花旗銀行為受益人的所有證券及(除非花旗銀行特別摒除)包括在花旗銀行或任何花旗集團公司的任何賬戶中不時結存或任何第三方存放以作為本人債項的擔保的任何及所有投資，包括花旗銀行或任何花旗集團公司或其等的任何代名人為本人或該第三方持有的任何款項，本人或該第三方不時存放於花旗銀行或任何花旗集團公司，作為保證金或抵押的任何首項或額外投資，連同本人及該第三方在每張出售或購買投資的合約及每張衍生性金融商品合約下或與任何賬戶或該第三方的賬戶有關的任何交易下的權益，花旗銀行或任何花旗集團公司或其等的任何代名人現時或此後(不論是為保管、質押、傳送、託收或其他目的)持有或接收或獲轉傳的本人的任何及全部款項、證券及其他財產，及其帶來之收益及利息，及由花旗銀行在各方面均接納的擔保人簽發、發出及/或簽立，且形式及內容均為花旗銀行所接納的任何有效及可執行的保證文件。

“抵押品價值” 指花旗銀行隨時按其酌情權對可接納抵押品定出的價值，相當於花旗銀行為擔保或部份擔保本人債項(包括本人在任何或任何部份的貸款下的本人債項)而接納以相關貨幣為單位的數額。

“收取款項” 具有第11.4.2條賦予的涵義。

“機密資料” 指花旗銀行、花旗集團公司及其各自的代表在向本人提供賬戶及服務之過程中接收的有關本人、關聯方、本人之相關人士或吾等各自之代表的資料，包括客戶個人資料、本人之銀行賬戶詳情、交易資料及本人在披露時指定為機密或合理的人會認為屬機密或所有權性質的任何其他資料。

“控制” 及 **“受控制”** 指直接或間接擁有指示另一實體的管理及政策或使其管理及政策獲指示的權力，無論透過擁有股份或通過合約或其他方法擁有投票權，或任何法人或自然人在一法人中有最終控制擁有權益或透過任何安排行使控制。

“花旗銀行香港分行” 指花旗銀行的香港分行。

“花旗銀行新加坡分行” 指花旗銀行的新加坡分行。

“信貸服務” 具有第59.1條賦予的涵義。

“信貸條款” 指一般條款及細則的第VI部。

“本人債項的貨幣” 具有第61.1條賦予的涵義。

“客戶個人資料” 指有關資料當事人或相關人士的個人資料(無論是否真實)。客戶個人資料可包括在適用的法律及監管當局的期望下構成個人資料的範圍內的姓名、聯絡資料、身份識別及驗證資料、聲紋、銀行賬戶及交易資料。

“資料當事人” 指被或可被直接或間接地識別(尤其按身份證明號碼或在其身體、生理、心理、經濟、文化或社會認同上特別的一個或多個因素)的自然人，或如跟適用的法律及監管當局的期望對此詞語或最接近的詞語給予的涵義不同，則為該等法例下的涵義。資料當事人可以是本人、本人的員工、職員、董事、僱員、股東、實益擁有人、客戶、供應商、付款匯款人或付款受益人或其他自然人。

“Default” has the meaning ascribed to it in Clause 24.10.

“Default Period” means the period commencing on the occurrence of a Default and ending on the earlier of: (a) the date on which such Default has been remedied to the satisfaction of, or waived in writing by, Citibank; and (b) the date on which all Liabilities have been satisfied in full.

“Deposit Advice” has the meaning ascribed to it in Clause 26.1.

“Derivatives Contract” means any derivatives transaction (regardless of the underlying), including futures, options, swaps and any relevant strategies or combinations as may from time to time be entered into by me with or through Citibank under the Master Derivative Agreement.

“Dormant Account” has the meaning ascribed to it in Clause 24.16.

“Electronic Client Application” means various web and/or mobile based client application(s) offered by Citibank and/or any of its affiliates, subsidiaries or service providers from time to time or such method acceptable to Citibank, such as Citi Private Bank In View or its successor or other web or mobile based client application offered by Citibank.

“Extraordinary Event” means any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies, commodities, Securities, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, or any devaluation, redenomination or demonetisation of the underlying currencies, commodities, Securities or instruments.

“Facilities” means any or all of the Credit Services or facilities from time to time made available by Citibank to me under the Terms, any Facility Letter, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me, including credit line facilities, overdraft facilities, short term advances or credit facilities, facilities for dealing in derivatives and other banking facilities and financial accommodation.

“Facility Letter” means, in relation to any Facilities, such facility letters from Citibank to me or any agreement, document or instrument or arrangement from time to time made between Citibank and me relating to such Facilities, whether they are expressed to be subject to the Terms or otherwise.

“FATCA” means sections 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or other official guidance.

“Federal Reserve Act” means the United States Federal Reserve Act of 1913, as amended and in effect from time to time.

“FFI Agreement” means any agreement pursuant to the implementation of FATCA or an IGA with the US Internal Revenue Service, the US Government or any other Authority.

“Force Majeure” has the meaning ascribed to it in Clause 14.5.

“GEM” has the meaning ascribed to it in Clause 50.1.

“General Terms and Conditions” means these general terms and conditions.

“Guarantee” means any document or instrument executed or to be executed from time to time by any Guarantor in favour of Citibank to guarantee, indemnify or in any way undertake to repay whether directly or indirectly and whether as principal or surety any or all of my obligations and Liabilities to Citibank.

“Guarantor” means any party from time to time providing the Guarantee to Citibank for any of my obligations and Liabilities to Citibank.

“Hong Kong Supplement” means the supplement which will form part of the Terms where Booking Services are provided to me by Citibank, N.A., Hong Kong branch.

“IGA” means any intergovernmental agreement between the US and any other jurisdiction, or any treaty, law, regulation or other official guidance relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of FATCA.

“違責” 指第24.10條所指的意思。

“違責期” 指自違責發生開始直至(a)該違責獲補救至花旗銀行滿意之當日或獲花旗銀行以書面寬免該違責之當日及(b)所有債項獲全數清償之當日(取較早者)為止的一段時期。

“存款通知單” 具有第26.1條賦予的涵義。

“衍生性金融商品合約” 指本人不時在衍生性金融商品投資總協議下與花旗銀行或透過花旗銀行訂立的任何衍生性金融商品交易(不論相關商品), 包括期貨、期權、掉期及任何相關策略或組合。

“不活躍賬戶” 具有第24.16條賦予的涵義。

“電子客戶應用程序” 指由花旗銀行及其任何關聯公司、附屬公司及服務提供者不時提供的各種網絡及/或流動客戶應用程序或花旗銀行認為可接納的方法, 例如 Citi Private Bank In View 及其繼承人或由花旗銀行提供的其他網絡及/或流動客戶應用程序。

“特別事件” 指影響貨幣、商品、證券、金融工具或資金的備用度、兌換性、信貸或轉移的任何形式的外匯管制的限制或任何性質的規定, 任何形式的債項或對司法管轄區、個人或實體發出的其他延期償付, 或相關貨幣、商品、證券或投資工具的任何貶值、重訂面值或廢止通用。

“貸款” 指花旗銀行在條款、任何提供貸款通知書、衍生性金融商品投資總協議或花旗銀行與本人之間的任何其他協議、文件或文書或安排下, 不時由花旗銀行向本人提供的任何或所有信貸服務或貸款, 包括信貸額度貸款、透支貸款、短期預支或信用貸款、買賣衍生性金融商品的貸款及其他銀行貸款及融資。

“提供貸款通知書” 就任何貸款而言, 指花旗銀行向本人發出的該等提供貸款通知書或花旗銀行與本人之間有關該等貸款而訂立的任何協議、文件或文書或安排(不論其是否明文受限於條款)。

“《外國賬戶稅務合規法案》(“FATCA”)” 指《美國國內稅收法》(United States Internal Revenue Code) 第1471至1474 條或任何相關的規例或其他官方指引。

“《聯邦儲備法》” 指經不時修訂及有效的美國《1913年聯邦儲備法》。

“《外國金融機構協議》” 指根據《外國賬戶稅務合規法案》或跨政府協議實施而與美國國稅局、美國政府或任何其他機關的任何協議。

“不可抗力” 具有第14.5條賦予的涵義。

“創業板” 具有第50.1條賦予的涵義。

“一般條款及細則” 指此等一般條款及細則。

“保證” 指任何保證人以花旗銀行為受益人不時簽訂或將簽訂的任何文件或文書, 以 (不論直接或間接地, 亦不論作為主債務人或擔保人) 保證、彌償或以其他方式承諾向花旗銀行償還任何或全部本人的義務及債項。

“保證人” 指不時為本人對花旗銀行的任何義務及債項向花旗銀行提供保證的任何一方。

“香港補充條款” 指花旗銀行的香港分行向本人提供記賬服務時構成條款的一部分的補充條款。

“跨政府協議” 指促成《外國賬戶稅務合規法案》實施的美國及任何其他司法管轄區間的任何跨政府協議或有關美國與任何其他司法管轄區間的跨政府協議的任何條約、法律、規例或其他官方指引。

"Incorporation Jurisdiction" has the meaning ascribed to it in Clause 64.7.1.

"Indebtedness" has the meaning ascribed to it in Clause 15.1.

"Indemnified Person" means Citibank, the Citigroup Companies, the Agents, the agents and nominees of the Citigroup Companies, and any director, officer, employee or agent of any of the foregoing.

"Insolvent" has the meaning ascribed to it in Clause 64.7.1.

"Instructions" refers to any instructions, orders, notices, communication, messages, information or other materials given in connection with the Account or the Services.

"Investment" refers to any deposit, any placement or investment of any nature entered into with or through Citibank, including any Securities or Derivatives Contract (including any policies of assurance or insurance whatsoever, currencies, options or any derivatives on any Securities, currencies, commodities, interest rates or any index, indicator or benchmark, precious metals, cash, other assets and balances in an Account), and includes any interest, accretions, income or profits thereon and proceeds in respect thereof.

"ISDA Master Agreement" means the ISDA 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. (including the schedule thereto, and any confirmation or other documents or evidence exchanged between Citibank and me or otherwise effective for the purpose of confirming or evidencing Derivatives Contracts entered into between Citibank and me, and (unless the context requires otherwise) any credit support annex, credit support deed or other credit support document, which may from time to time be entered into between Citibank and me.

"Liabilities" means any or all of my liabilities to, and all fees, interest charges, costs and expenses incurred or payable to, Citibank, actual, future or contingent, which I may now or hereafter from time to time have (whether solely or jointly and whether as principal or surety or in some other capacity), including that which is due, owing or outstanding under the Terms, any Facility Letter, any Derivatives Contract (including losses arising out of and/or in respect thereof), the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me or applicable to or binding on me and where the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, or any other agreement, document or instrument or arrangement is entered into with Citibank by two or more persons, it is clarified and agreed that Clause 8 shall be applicable to and binding on us and **"Liabilities"** shall be deemed to refer to any or all liabilities, actual, future or contingent, which we may now or hereafter from time to time jointly (or jointly and severally) owe to Citibank (and whether as principal or surety or in some other capacity), including those joint (or joint and several) liabilities which are due, owing or outstanding under the Terms, such Facility Letter, such Derivatives Contract, the Master Derivative Agreement, any Security Document, or such other agreement, document or instrument or arrangement between Citibank and us or applicable to or binding on us.

"Losses" means any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon, fees, charges, actions, suits, proceedings, claims, orders, claims for an Account or equitable compensation or equitable lien, any other demands, liabilities or remedy whatsoever or howsoever arising, any diminution in the value of or loss or damage to any property or Investments or any lost opportunity whereby the value of the same could have been increased or otherwise.

"Mainland China" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"Margin" means, in relation to the Acceptable Collateral securing my Liabilities, the margin of security (expressed in such manner as Citibank may specify and as from time to time and at any time determined by Citibank and notified to me) in relation to the Acceptable Collateral and the total amount of such Liabilities that Citibank requires to be maintained at all times.

"成立司法管轄區" 具有第64.7.1條賦予的涵義。

"欠債" 具有第15.1條賦予的涵義。

"獲彌償人士" 指花旗銀行、花旗集團公司、代理、花旗集團公司的代理人及代名人，及任何前述的任何董事、高級職員、僱員或代理人。

"無力償債" 具有第64.7.1條賦予的涵義。

"指示" 指與賬戶或服務有關而發出的任何指示、指令、通知、通訊、訊息、資料或其他材料。

"投資" 指與花旗銀行或透過其訂立的任何存款、任何性質的資金存放或投資，包括任何證券或衍生性金融商品合約（包括任何轉易或保險合約、貨幣、期權或任何證券、貨幣、商品、利率或任何指數、指標或參照基準的任何衍生性金融商品、貴重金屬、現金、賬戶中的其他資產及結餘），並包括其上的任何利息、增益、收入或利潤及與之有關的收益。

"國際掉期和衍生工具協會總協議" 指國際掉期和衍生工具協會發布2002年的國際掉期和衍生工具協會總協議（包括其附表、及花旗銀行與本人之間交換或有效確認或證明花旗銀行與本人簽訂的衍生性金融商品合約的任何確認書或其他文件或證據，以及（除非文意另行規定）花旗銀行不時與本人簽訂的任何信貸支援附件、信貸支援契據或其他信用支援文件。

"債項" 指本人現時或此後不時（不論是單獨或共同地及不論是以主事人或擔保人或其他身份）欠負花旗銀行的任何或所有債項及使花旗銀行招致的或須支付予花旗銀行的所有收費、利息、費用及開支（不論屬實有、將來或或有性質），包括條款、任何提供貸款通知書、任何衍生性金融商品合約（包括因之而引起及/或與之有關的損失）、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的或適用於本人的或對本人具約束力的任何其他協議、文件或文書或安排下到期、欠負或未清償的；及當條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或任何其他協議、文件或文書或安排是由花旗銀行與兩位或以上人士訂立時，則表明及同意第8條應適用於吾等並對吾等具約束力，而**"債項"**應被視為吾等現時或此後不時共同地（或共同及各別地）欠負花旗銀行（及不論以主事人或擔保人或其他身份）的任何或所有債項（不論屬實有、將來或或有性質），包括條款、該提供貸款通知書、該衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與吾等之間的或適用於吾等或對吾等具約束力的該其他協議、文件或文書或安排下到期、欠負或未清償的該等共同（或共同及各別的）的債項。

"損失" 指以任何方式引起的任何損失、賠償金、合理的費用（包括按全數彌償基準的合理的法律費用）、罰款、開支（包括所有稅項、稅款及其他徵稅、利息、服務收費及其上的所有貨品及服務稅）、費用、收費、訴訟、訟案、法律程序、申索、命令、對賬戶或衡平法的補償或衡平法的留置權的申索、任何其他索求、債項或補救方法、任何財產或投資的價值的縮減或有任何損失或損害或任何失去增加其價值的機會或其他情況。

"中國內地" 指中華人民共和國（不包括香港、澳門及台灣）。

"保證金" 指，就擔保本人的債項的可接納抵押品而言，與可接納抵押品有關的擔保保證金（以花旗銀行所指定及花旗銀行不時及隨時決定並通知本人的該方式說明）及花旗銀行所要求時刻維持的該等債項總額。

“MAS” means the Monetary Authority of Singapore.

“Master Derivative Agreement” means the Master Derivative Agreement (including the documents referred to, the terms of which are provided therein to be incorporated therein) or any equivalent agreement governing Derivatives Contracts or any other agreement governing Derivatives Contracts (including the ISDA Master Agreement) which may from time to time be entered into between Citibank and me (and includes each such Derivative Contract, ISDA Master Agreement or agreement as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same).

“Net Amount” has the meaning ascribed to it in Clause 24.11.3.

“New Trustee” has the meaning ascribed to it in Clause 8.14.1.

“Nominee” means any sub-custodian or nominee of Citibank.

“Notification Period” has the meaning ascribed to it in Clause 9.4.

“Payment Infrastructure Provider” means a third party that forms part of the global payment system infrastructure, including, without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks.

“persons under the trust” has the meaning ascribed to it in Clause 8.11.2.

“Placement Entities” has the meaning ascribed to it in Clause 27.1.

“PP” has the meaning ascribed to it in Clause 53.

“Related Party” means any natural person or entity, or any branch thereof, that: (a) owns, directly or indirectly, my stock, if I am a corporation; (b) owns, directly or indirectly, profits, interests or capital interests in me, if I am a partnership; (c) is treated as my owner, if I am a **“grantor trust”** under sections 671 to 679 of the United States Internal Revenue Code or an equivalent under any Applicable Laws; (d) holds, directly or indirectly, beneficial interests in me, if I am a trust; or (e) is a natural person who exercises control over me, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over me through any arrangement or other means, if I am an entity.

“Relationship Centre” means the branch which has established and maintains a relationship with me and provides Relationship Services to me.

“Relationship Services” means Services which are provided (or to be provided) to me by Citibank which relate to: (a) communications with me (other than the provision of any Statement, Advice or any other communication which may be sent by the Booking Centre to me from time to time); (b) client relationship management; (c) the receipt, processing and passing of instructions from me; and (d) any other Services in respect of Citibank's relationship with me as may be specified by Citibank from time to time. For the avoidance of doubt, the Relationship Services shall not include any Booking Services.

“Relevant Individuals” has the meaning ascribed to it in the Circular.

“Relevant Information” has the meaning ascribed to it in Clause 21.1.

“Renminbi” or **“RMB”** means the lawful currency of Mainland China, deliverable in Hong Kong or other city as such service is available from time to time.

“RMB Services” means any RMB banking and account services that Citibank may from time to time provide to me at my request, including but not limited any RMB deposit, transfer, withdrawal, conversion, remittance, products and investments services.

“RMB Clearing Agreement” means any applicable agreement for clearing and settlement of RMB entered into between Citibank and any clearing bank or agent (whether in Singapore, Hong Kong or elsewhere).

“RMB Applicable Provisions” means the RMB Clearing Agreement, any applicable laws, rules, regulations, policies, circulars and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, custodian or professional body governing RMB related activities and services, each as may be amended or updated from time to time.

“Representatives” means officers, directors, employees, Agents and representatives.

“新加坡金管局” 指新加坡金融管理局。

“衍生性金融商品投資總協議” 指花旗銀行與本人之間不時訂立的衍生性金融商品投資總協議(包括當中所提述的文件,其條款規定被納入當中)或任何規管衍生性金融商品合約的同等協議或任何其他規管衍生性金融商品合約的協議(包括國際掉期和衍生工具協會總協議)(並包括每個該等衍生性金融商品合約、國際掉期和衍生工具協會總協議或被不時修訂、修改、增補或取代的協議及修訂、修改、增補或取代各協議的任何其他文件)。

“淨額” 具有第24.11.3條賦予的涵義。

“新受託人” 具有第8.14.1條賦予的涵義。

“代名人” 指花旗銀行的次保管人或代名人。

“通知期” 具有第9.4條賦予的涵義。

“付款設施供應者” 指組成全球付款系統設施的第三方,包括,但不限於,通訊、結算或付款系統、中介人銀行及往來銀行。

“信託下人士” 具有第8.11.2條賦予的涵義。

“投資實體” 具有第27.1條賦予的涵義。

“試驗計劃” 具有第53條賦予的涵義。

“關聯方” 指任何自然人或實體或其任何分行,而其(a)(如本人是公司)直接或間接擁有本人的股票;(b)(如本人是合夥)直接或間接擁有本人的利潤、權益或資本權益;(c)(如本人是《美國國稅法》第671至679條下的**“授予人信託”**或任何適用法律下的相等概念)被視為本人的擁有人;(d)(如本人是信託)直接或間接持有本人的實益權益;或(e)(如本人是實體)對本人行使控制的自然人,例如信託的授予人、保護人或受益人,或有對本人的控制擁有權或透過任何安排或其他方法對本人行使控制的人士或實體。

“聯繫中心” 指與本人建立及維持聯繫,及向本人提供聯繫服務的分行。

“聯繫服務” 指花旗銀行向本人提供(或將會向本人提供)的服務,其有關:(a)與本人溝通(除由記賬中心不時向本人提供的結單、通知、或發送的通訊外);(b)客戶聯繫管理;(c)接收、處理及傳遞本人的指示;及(d)不時由花旗銀行訂明關於花旗銀行與本人的聯繫的任何其他服務。

“相關人士” 具有通告中所賦予的涵義。

“相關資料” 具有第21.1條賦予的涵義。

“人民幣” 或 **“RMB”** 指可通過服務不時在香港或其他城市交付的中國內地法定貨幣。

“人民幣服務” 指花旗銀行可不時在本人要求下向本人提供的任何人民幣銀行及賬戶服務,包括但不限於任何人民幣存款、轉賬、提款、兌換、匯款、產品及投資服務。

“人民幣結算協議” 指任何由花旗銀行及任何結算銀行或代理所訂立有關人民幣結算的適用協議(不論在新加坡、香港或其他地方)。

“人民幣適用條文” 指人民幣結算協議、任何監管機關、政府機構、結算銀行或代理、保管或專業團體發出或施行規管人民幣相關活動和服務的任何適用法律、規則、規例、政策、通告及指引,每項均可不時更改或更新。

“代表” 指職員、董事、僱員、代理及代表。

“Reversal Day” has the meaning ascribed to it in Clause 7.10.

“Securities” includes all stocks, shares, bonds, debentures, notes, commercial paper, certificates of deposit, loan stock, warrants, book-entry government securities, unit trusts, mutual funds or other collective investment schemes, and any other securities (whether marketable or otherwise), together with the related forms of transfer or instruments or evidence of title and all rights and accruals attaching to any such Securities.

“Security Document” means an instrument of mortgage, charge, pledge, lien or otherwise creating any other security interest made, or any Surety Instrument given, in favour of Citibank to secure or guarantee my Liabilities, in each case, in form and substance in all respects satisfactory to Citibank (and includes each as from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same).

“Security Party” means any party from time to time providing Collateral or any form of security to Citibank for any of my obligations and Liabilities to Citibank.

“SFC” means the Securities and Futures Commission of Hong Kong.

“Shared Relationship Supplement” means the supplement which will form part of the Terms where Booking Services are provided to me by one Citibank branch (the Booking Centre) and Relationship Services are provided to me by another Citibank branch (the Relationship Centre).

“Singapore Supplement” means the supplement which will form part of the Terms where Booking Services are provided to me by Citibank, N.A., Singapore branch.

“SMS” means short message service.

“Solvent” has the meaning ascribed to it in Clause 64.7.1.

“Statement” has the meaning ascribed to it in Clause 9.1.

“stipulated currency” has the meaning ascribed to it in Clause 7.15.

“Substantial Shareholder” means, with respect to a corporate body or a company: (a) a person who is entitled to exercise or control the exercise of more than 25 per cent of the voting power at general meetings of the corporate body or company; or (b) a person who is entitled to exercise or control the exercise of 25 per cent or more of the voting power at general meetings of another corporate body or company (or of a further corporate body or company) which is itself entitled to exercise or control the exercise of more than 25 per cent of the voting power at general meetings of the corporate body or company.

“Supplement” refers to any supplement to the General Terms and Conditions, including, without limitation, the Hong Kong Supplement, the Singapore Supplement and the Shared Relationship Supplement.

“Surety Document” has the meaning ascribed to it in Clause 64.7.1.

“Surety Instrument” has the meaning ascribed to it in Clause 64.4.

“Surviving Provisions” means Clauses 6, 12, 14, 15, 20, 21 and 24.

“Terms” refers to the General Terms and Conditions, any relevant Supplement, the Application Form or any part therein (and includes the Credit Terms provided in Section VI).

“Third Party Products” has the meaning ascribed to it in Clause 22.8.

“Third Party Product Providers” has the meaning ascribed to it in Clause 22.8.

“Third Party Service Provider” means a third party selected by Citibank or a Citigroup Company or their respective Representatives to provide and/or which provides services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include, without limitation, technology service providers, business process outsourcing service providers and call centre service providers.

“Translated Documents” has the meaning ascribed to it in Clause 65.1.

“Trust” has the meaning ascribed to it in Clause 22.3.

“Trust Deed” has the meaning ascribed to it in Clause 8.11.4(b).

“X” has the meaning ascribed to it in Clause 11.6(22).

“反向日” 具有第7.10條賦予的涵義。

“證券” 包括所有股票、股份、債券、債權證、票據、商業票據、存款證、債權股額、權證、記賬政府證券、合伙經營或有限責任合伙經營之權益、單位商業信託、單位信託、互惠基金或其他集體投資計劃，及任何其他證券(不論是否有價或其他情況)，連同所有權的有關轉讓表格或文書或證明及任何該等證券附帶的所有權利及應計項目。

“擔保文件” 指以花旗銀行為受益人，保證或擔保本人債項且其形式及內容在各方面均令花旗銀行滿意的按揭、押記、質押、留置權或以其他方式設立任何其他擔保權益的文書，或任何保證文件(並包括其不時所作的修正、修改、補充或取代及對之作出修正、修改、補充或取代的任何其他文件)。

“擔保方” 指為本人對花旗銀行的任何義務及債項向花旗銀行提供抵押品或任何形式的擔保的任何一方。

“證監會” 指香港的證券及期貨事務監察委員會。

“共享聯繫補充條款” 指當一花旗銀行分行（記賬中心）向本人提供記賬服務而另一花旗銀行分行（聯繫中心）向本人提供聯繫服務時，會構成條款的一部分的補充條款。

“新加坡補充條款” 指花旗銀行的新加坡分行向本人提供記賬服務時構成條款的一部分的補充條款。

“SMS” 指短訊服務。

“有力償價” 具有第64.7.1條賦予的涵義。

“結單” 具有第9.1條賦予的涵義。

“指定貨幣” 具有第7.15條賦予的涵義。

“主要股東” 指就法人團體或公司而言：(a) 一個有權或有權控制法人團體或公司在股東大會上行使超過25%投票權的人士；或(b) 一個有權或有權控制另一法人團體或公司（或再另一法人團體或公司）在股東大會上行使超過25%投票權的人士，而該法人團體或公司本身有權控制法人團體或公司在股東大會上行使超過25%投票權的人士。

“補充條款” 指一般條款及細則的補充條款，包括，但不限於，香港補充條款、新加坡補充條款及共享聯繫補充條款。

“保證文書” 具有第 64.7.1 條賦予的涵義。

“保證文件” 具有第 64.4 條賦予的涵義。

“存續條文” 指第 6、12、14、15、20、21及24條。

“條款” 指一般條款及細則、任何相關補充條款、申請表或其任何部份(並包括第VI部份規定的信貸條款)。

“第三方產品” 具有第 22.8 條賦予的涵義。

“第三方產品供應者” 具有第 22.8 條賦予的涵義。

“第三方服務供應者” 指由花旗銀行或花旗集團公司或其各自的代表選擇將向及/或向其提供服務但非付款設施供應者的第三方。第三方服務供應者包括，但不限於，技術服務供應者、業務流程外判服務供應者及電話熱線中心服務供應者。

“翻譯文件” 具有第 65.1 條賦予的涵義。

“信託” 具有第 22.3 條賦予的涵義。

“信託契據” 具有第 8.11.4(b) 條賦予的涵義。

“X” 指具有第 11.6(22) 條賦予的涵義。

	<p>“Y” has the meaning ascribed to it in Clause 11.6(22)(a).</p>		<p>“Y” 指具有第 11.6(22)(a) 條賦予的涵義。</p>
1.3	<p>As used in the Terms, the singular or plural number shall each be deemed to include the other unless the context otherwise indicates or requires.</p>	1.3	<p>除非文意另有所指或規定，否則條款當中的單數或眾數意思應被視為互相通用。</p>
1.4	<p>Any provision in the Terms conferring upon Citibank any right or authorisation to act in the manner described in that provision shall not be construed to oblige Citibank to act in such manner (whether expressly stated in such Terms or otherwise) and, for the avoidance of doubt, Citibank shall have the discretion to determine whether to so exercise such right or authorisation to act in such manner, and shall have no liability if it does not or is unable to do so.</p>	1.4	<p>條款中賦予花旗銀行任何權利或授權以該條文所述的方式行事的任何條文不應被解釋為使花旗銀行有責任以該方式行事(不論該等條款中是否有明文說明或其他情況)及，為免生疑問，花旗銀行具有酌情權決定是否行使該權利或授權以該方式行事，及如其並不或無法行使，亦無須負任何責任。</p>
1.5	<p>Notwithstanding anything to the contrary, any reference in the Terms to Citibank's “discretion” shall be construed to refer to Citibank's “sole and absolute discretion”; except in the case of manifest error, any determination to be made by Citibank or any exercise by Citibank of any rights or entitlement may be made at Citibank's sole and absolute discretion. The word “includes” or “including” as used in the Terms shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”.</p>	1.5	<p>不論任何相反內容，條款中對花旗銀行的“酌情權”的任何提述應被解釋為對花旗銀行的“獨有及絕對酌情權”；除明顯錯誤之情況以外，花旗銀行所作出的任何決定或花旗銀行的任何行使任何權利或享有權，均可由花旗銀行按其獨有及絕對酌情權作出。本條款中所使用“包括”一詞應被解釋為“包括但不限於”</p>
1.6	<p>Any reference in the Terms to the Terms, the General Terms and Conditions, any Supplement, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement between Citibank and me shall include the Terms, the General Terms and Conditions, such Supplement, such Facility Letter, such Derivatives Contract, the Master Derivative Agreement, such Security Document, Guarantee, or other agreement, document or instrument or arrangement as from time to time amended, modified, supplemented, replaced or novated or any other document which amends, modifies, supplements, replaces or novates the same.</p>	1.6	<p>條款中對條款、一般條款及細則、任何補充條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、保證或花旗銀行與本人之間的任何其他協議、文件或文書或安排，包括不時經修正、修改、補充、取替或更替的條款、一般條款及細則、該等補充條款、該提供貸款通知書、該衍生性金融商品合約、衍生性金融商品投資總協議、該擔保文件、保證或其他協議、文件或文書或安排，或對之作出修正、修改、補充、取替或更替的任何其他文件。</p>
1.7	<p>Any reference in the Terms to any Applicable Laws shall be construed as a reference to such Applicable Laws as the same may be amended, modified, supplemented, re-enacted or reissued from time to time. Any reference in the Terms to any Applicable Laws and Regulator Expectations shall be construed as a reference to such Applicable Laws and Regulator Expectations as the same may be amended, modified, supplemented, re-enacted or reissued from time to time.</p>	1.7	<p>條款中對任何適用法律的任何提述應被解釋為不時經修正、修改、補充、重訂或重新發出的適用法律。條款中對適用法律及監管當局的期望的任何提述應被解釋為不時經修正、修改、補充、重訂或重新發出的該等適用法律及監管當局的期望。</p>
2	Agreement	2.	協議
2.1	<p>The Terms form part of my agreement with Citibank for all Accounts and the Services and I further agree to observe and be bound by the provisions of the Terms and any deletions therefrom, additions or amendments thereto or replacements thereof as may from time to time be made by Citibank pursuant to the Terms.</p>	2.1	<p>條款構成本人與花旗銀行之間有關所有賬戶及服務之協議的一部分，及本人進一步同意遵守條款之條文及由花旗銀行不時按條款作出之任何刪減、增加或修訂或替代並受其約束。</p>
2.2	<p>The Terms comprise of various parts and Supplements. Certain parts relate to the provision of specific Services and will only apply to the extent that Citibank has agreed to provide such Services to me.</p>	2.2	<p>條款包括各個部分及補充條款。某些部分涉及到提供特定的服務，而該等部分只會在意花旗銀行同意為本人提供該等服務時適用。</p>
2.3	<p>In the event of any conflict or inconsistency between any Clauses contained in the Terms or any transaction specific documentation, the Clauses shall generally prevail in the following order of importance:</p> <p>2.3.1 First, Clauses in any transaction specific documentation;</p> <p>2.3.2 Second, Clauses in any relevant Supplement;</p> <p>2.3.3 Third, Clauses in the General Terms and Conditions,</p> <p>provided always that Clauses which are mandatory (and cannot be waived) under Applicable Laws and Regulatory Expectations shall always prevail.</p>	2.3	<p>如條款或任何交易特定文件中包含的條文之間出現任何抵觸或差歧，一般而言，有關條文應按照下列重要性的順序為準：</p> <p>2.3.1 首先，任何交易特定文件中的條文；</p> <p>2.3.2 其次，任何相關補充條款中的條文；</p> <p>2.3.3 再者，一般條款及細則的條文，</p> <p>惟概以適用法律及監管當局的期望下的強制性（且不能被寬免）的條文為準。</p>
2.4	<p>Without limiting the generality of the above, Citibank has each and every right provided in all of the Clauses in the Terms and I agree that all and any of Citibank's rights, remedies and entitlements in the Terms shall in any event be cumulative, and may in any event be exercised concurrently, independently, sequentially, or in any manner which Citibank deems fit.</p>	2.4	<p>在不損於上述的一般性的原則下，花旗銀行享有條款中所有條文所提供每項及各項權利，而本人同意花旗銀行在條款中的所有及任何權利、補救方法及享有權，在任何情況下均會是累積的，並可以在任何情況下同時、獨立、依次序或以花旗銀行認為合適的任何方式行使。</p>
3	Account Opening Formalities and Availability of Services and Provision of Information	3.	開立賬戶手續及服務提供及資料提供
3.1	<p>The Terms and the Services shall be subject to Citibank's internal policies and procedures. Citibank shall be entitled to take such action or steps, as Citibank shall in its discretion consider necessary, to ensure compliance with Applicable Laws and Regulator Expectations (including the taking of any action to avoid or mitigate any Losses</p>	3.1	<p>條款及服務應受花旗銀行內部政策與程序所限制。花旗銀行可在其認為必需時按其酌情權，採取行動或步驟，以確保能遵守適用法律及監管當局的期望（包括由於適用法律及監管當局的期望有更改而需要作出任何的行動以避免或減輕任何損失）及/或花旗銀行的內部政策及程序，及因此而拒絕向本人提供服務。本人茲同意該等步驟或行動對本人有約束力，猶如與花旗銀行明文協議一樣。</p>

- arising as a result of a change in the Applicable Laws and Regulator Expectations) and/or Citibank's internal policies and procedures and consequently may refuse to provide me with the Services. Any such step or action taken by Citibank shall be binding on me as if expressly set out in the Terms.
- 3.2 Citibank has discretion to provide all or any of the Services or open an Account for me. For the avoidance of doubt, Citibank may, at its discretion, refuse to provide Services to me, refuse to open an Account, suspend an Account or otherwise refuse to act, including, without limitation:
- 3.2.1 where Citibank suspects that an Account is being used for illegal purposes;
- 3.2.2 where Citibank suspects that my use of the Services may not be in compliance with Applicable Laws and Regulator Expectations;
- 3.2.3 where Citibank is required to do so by an Authority; and
- 3.2.4 where there is or has been a breach of any provision of these Terms (including a failure to provide information in accordance with Clause 3.4).
- 3.3 Citibank shall not be under any obligation to give reasons for any such refusal or suspension in Clause 3.2.
- 3.4
- 3.4.1 I will complete to Citibank's satisfaction the Application Form and furnish any other documentation or information Citibank reasonably requires to be furnished prior to an Account being opened or the Services being provided. As an essential element of the account opening and/or maintenance process, Citibank is obliged to, and I agree that it may, carry out "know- your-customer" and anti-money laundering, suppression of terrorist financing, suspicious transaction reporting procedures and such other procedures in place from time to time.
- 3.4.2 I shall promptly provide Citibank with such information as Citibank or any Citigroup Company may require from time to time, and shall update that information as required by Citibank or any Citigroup Company from time to time, to enable Citibank or any Citigroup Company to comply with its policies and practices, and Applicable Laws and Regulator Expectations.
- 3.4.3 I am in compliance with and will continue to comply with all Applicable Laws and Regulator Expectations that may be applicable to me in relation to any assets held in my Account, any transaction which I conduct with or through Citibank (including any payment of taxes, duties and charges of any kind and related reporting requirements), and/or my use of the Services.
- 3.4.4 I undertake to provide Citibank with all information and documents relating to my tax affairs as may be required by Citibank to comply with any Applicable Laws and Regulator Expectations.
- 3.4.5 I shall promptly notify Citibank in writing within 30 days of any change to the confirmation, declaration and/or documents provided to Citibank under this Clause 3 or the Application Form and/or that affects my tax status pursuant to any Applicable Laws and Regulator Expectations (e.g. a change in my country of residence or legal entity classification, or I become or cease to be a financial institution).
- 3.4.6 I represent and warrant that any information provided by me to Citibank pursuant to the Terms or otherwise shall be true, accurate, complete and not misleading.
- 3.5 All Services described in the Terms are available upon Citibank's acceptance of my account application, subject to my having satisfied all applicable conditions precedent prescribed by Citibank (including providing and maintaining Acceptable Collateral in order to comply with such Margin as determined and notified to me by Citibank) and having executed any additional documentation which Citibank may require.
- 3.2 花旗銀行具有酌情權向本人提供所有或任何服務或為本人開立賬戶。為免生疑問，花旗銀行可，按其酌情權，拒絕向本人提供服務、拒絕開立賬戶、暫停賬戶或以其他方式拒絕行事，包括，但不限於：
- 3.2.1 3.2.1 當花旗銀行懷疑賬戶被用於非法目的；
- 3.2.2 當花旗銀行懷疑本人在使用服務時未有符合適用法律及監管當局的期望；
- 3.2.3 當花旗銀行被機關要求這樣做；
- 3.2.4 當出現違反此等條款之任何條文的情況（包括未能根據第3.4條提供資料）。
- 3.3 花旗銀行並無任何責任就任何該等根據第3.2條的拒絕或暫停給予理由。
- 3.4
- 3.4.1 本人將填妥申請表至花旗銀行滿意之程度，並提供花旗銀行合理要求在開立賬戶或提供服務前提供的任何其他文件或資料。作為開立及/或維持賬戶程序的重要一環，花旗銀行有責任且本人亦同意其可進行“認識你的客戶”及打擊清洗黑錢、遏止為恐怖份子提供融資、舉報可疑交易的程序及不時存在的該等其他程序。
- 3.4.2 本人將立即向花旗銀行提供花旗銀行或任何花旗集團公司不時要求的該等資料，並在花旗銀行或任何花旗集團公司不時要求時更新該等資料，使花旗銀行或任何花旗集團公司能遵守其政策及常規及適用法律及監管當局的期望。
- 3.4.3 本人現遵守並將繼續遵守有關在本人賬戶內持有的任何資產、本人與或透過花旗銀行進行的任何交易及/或本人使用服務而可能對本人適用的全部適用法律及監管當局的期望（包括任何形式的稅款、稅項及收費的任何繳付及相關報告要求）。
- 3.4.4 本人承諾向花旗銀行提供花旗銀行可能要求的有關本人稅務事宜的全部資料及文件，使花旗銀行可遵守適用法律及監管當局的期望。
- 3.4.5 如按此第3條或申請表下向花旗銀行提供的確認、聲明及/或文件有任何轉變，或有根據任何適用法律及監管當局的期望而影響本人稅務狀況的任何轉變（如本人居住國家或法律實體分類的轉變，或本人成為或不再是金融機構），本人將於轉變後30天內迅速通知花旗銀行。
- 3.4.6 本人陳述及保證任何由本人根據條款或其他方式向花旗銀行提供的資料均為真確、完整及沒有誤導成份。
- 3.5 在本人已符合花旗銀行訂明的所有申請先決條件(包括提供及維持可接納抵押品，以遵從花旗銀行決定並通知本人的該保證金)及已簽立花旗銀行所要求的額外文件的情況下，條款中所述的所有服務均在花旗銀行接納本人的賬戶申請時提供。

4 Minimum Balance

Citibank may from time to time prescribe such minimum amount or value, as may be notified to me from time to time, to be maintained by me in an Account or to be transacted in connection with an Account. If the balance in an Account falls below Citibank's prescribed minimum, the Account may not earn interest (in respect of an interest-bearing account) and/or Citibank may charge a maintenance fee and/or close the Account.

5 Offshore Service Centre

Citibank may set up and/or carry out any part of the Services through an offshore service centre outside Singapore or, as the case may be, outside Hong Kong. Any transaction at that offshore service centre will only become effective when my Instruction can be processed and fully implemented at that place according to its local Applicable Laws and Regulator Expectations and practices.

6 Instructions

- 6.1 Citibank is authorised to act on any Instructions given, or purported to be given, by me or my Authorised Signatory in accordance with the Terms, whether or not the acts and deeds are actually authorised by me or my Authorised Signatory, except where Citibank has actual knowledge that the Instructions are not given by me or my Authorised Signatory. Such Instructions may be in writing and signed and delivered by hand or post or transmitted by telex or facsimile or any other electronic means accepted by Citibank or communicated in person or by telephone. Subject to Citibank's agreement, from time to time, Instructions may also be transmitted through electronic mail or other electronic means (where specifically authorised by me in writing in Citibank's prescribed form if requested by Citibank). I ratify and confirm all the acts and deeds of my Authorised Signatory in the exercise or purported exercise of my Authorised Signatory's powers, discretion and authority. Instructions from my Authorised Signatory will only be accepted if the Instruction is within the terms of the authorisation of the relevant Authorised Signatory, as notified to Citibank and, unless otherwise provided in the Terms, the Instruction has been authorised by the required number of Authorised Signatories, as notified to Citibank. Citibank shall be entitled to act on the Instructions of my Authorised Signatory until it receives written notification of the revocation of the appointment of my Authorised Signatory (whether by me or by virtue of bankruptcy, liquidation, death, incapacity or other legal disability of my Authorised Signatory or any other reason whatsoever). In the absence of written notification, Citibank may, upon becoming aware of the bankruptcy, liquidation, death, incapacity or other legal disability of my Authorised Signatory, refuse to act on any such Instructions. I accept and undertake full responsibility for all transactions arising out of any Instructions provided in accordance with the Terms and I agree that I am under an express duty to Citibank to prevent any fraudulent, forged or unauthorised instructions from being given.

6.2 Notwithstanding any other provisions in any document relating to my Account, Citibank is authorised to treat and consider as authentic, valid, properly executed and as fully authorised by and binding on me, and Citibank shall be entitled to act in connection with or in reliance upon:

- 6.2.1 any telephone Instruction given by any Authorised Signatory quoting the number of the Account and my identifying particulars,
- 6.2.2 any facsimile, digitally imaged, mail or written Instruction containing my or my Authorised Signatory's signature, and
- 6.2.3 any Instruction given by electronic mail or other electronic means

without any further authority from me or my Authorised Signatory (as the case may be) or any further notice to or from me or my Authorised Signatory (as the case may be), without having to confirm the Instructions with me or my Authorised Signatory (as the case may be), and without inquiry by Citibank as to the authority or identity of the person purporting to give such Instruction or its authenticity, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the terms of such Instruction. Any Instructions referable to the Codes shall be deemed to be Instructions transmitted or validly issued by me or my Authorised Signatory on my behalf. In this respect, I will keep all Codes confidential and will prevent any fraudulent, forged or unauthorised Instructions from being given.

4. 最低結餘

花旗銀行可在不時通知本人的情況下不時訂明本人應維持於賬戶中的或與賬戶有關交易的該等最低金額或價值。若賬戶之結餘低於花旗銀行訂明之最低金額，則賬戶並不獲支付利息(就附利息賬戶而言)及/或花旗銀行可徵收維持費用及/或結束賬戶。

5. 離岸服務中心

花旗銀行可透過新加坡或(視乎情況而定)香港以外的離岸服務中心設立及/或進行服務的任何部份。在該離岸服務中心進行的任何交易將在本人的指示在當地根據其當地適用法律及監管當局的期望及慣例能夠被處理及完全執行時方生效。

6. 指示

- 6.1 出的任何指示行事，不論行為及作為實際上是否確實獲本人或本人的授權簽署人授權，除非花旗銀行實際知悉該等指示並非由本人或本人的授權簽署人發出。該等指示可以書面方式並經簽署及以人手或郵寄送遞或以電報或傳真方式或花旗銀行所接受的任何其他電子方式傳送或親身或透過電話傳達。在花旗銀行的同意下，指示亦可不時透過電郵或其他電子方式傳送(如花旗銀行要求，經本人以花旗銀行訂明的格式以書面特別授權)。本人追認及確認本人的授權簽署人在行使或宣稱行使本人的授權簽署人的權力、酌情權及權限時所作出的所有行為及作為。本人的授權簽署人的指示必須屬於已通知花旗銀行的相關授權簽署人的授權條款範圍內，並且(除條款另有規定外)指示是獲已通知花旗銀行的規定數目的授權簽署人授權，本人的授權簽署人的指示方獲接受。花旗銀行有權按本人的授權簽署人的指示行事直至其收到本人的授權簽署人的撤銷委任的書面通知為止(不論是由本人發出或因本人的授權簽署人的破產、清盤、身故、無行為能力或其他法律上喪失能力或因任何其他理由)。在不具書面通知下，花旗銀行可在知悉本人的授權簽署人破產、清盤、身故、無行為能力或其他法律上喪失能力下，拒絕按照任何該等指示行事。本人接受並承擔根據條款發出的任何指示所引起的所有交易的全部責任及本人同意本人對花旗銀行有明示的責任防止任何欺詐、偽冒或未經授權的指示被發出。

- 6.2 不管任何與本人的賬戶有關的任何文件的任何其他條文，花旗銀行獲授權視：

- 6.2.1 任何報稱賬戶號碼及本人的識別資料的授權簽署人所給予的任何電話指示，
- 6.2.2 任何附有本人或本人的授權簽署人的簽署之傳真、數碼圖像、郵件或書面指示，及
- 6.2.3 任何透過電郵或其他電子方式發出的任何指示為真確、有效、妥為簽立及獲本人完全授權並對本人具約束力，及花旗銀行有權在與之有關連的情況下或依據之行事，

而無須本人或本人的授權簽署人(視乎情況而定)的任何進一步授權或再向或再由本人或本人的授權簽署人(視乎情況而定)作出任何進一步通知，無須與本人或本人的授權簽署人(視乎情況而定)確認指示，及花旗銀行無須查詢該位聲稱發出該指示的人士的權限或身份或其真確性，且不論當時的環境或交易的性質，及不論該指示有任何錯誤、誤解、欺詐、偽冒、欠缺授權或不清楚。任何經代碼發出的指示均應被視為本人或本人的授權簽署人代表本人傳送或有效發出的指示。就此而言，本人將把所有代碼保密，並防止發出任何欺詐的、偽冒的、或未經授權的指示。

- 6.3 Citibank can accept any oral (including telephone) Instructions and Instructions through electronic mail or other electronic means given by any one of my Authorised Signatories even if the Application Form or other authorisation requires signatures of more than one Authorised Signatory for written Instructions.
- 6.4 Although Citibank has no obligation to verify the authenticity of any Instruction, I will, and will procure my Authorised Signatories to, assist Citibank in any effort Citibank makes to verify the authenticity of any Instruction purporting to be from me or my Authorised Signatory and to do such things as Citibank may request for this purpose, including the provision of designated telephone numbers through which Citibank may contact me or my Authorised Signatory. If Citibank verifies Instructions with any of my Authorised Signatories, Citibank may speak to only one Authorised Signatory to verify the authenticity of any Instruction, regardless of the manner in which it is given to Citibank and even if the Application Form or authorisation requires signatures of more than one Authorised Signatory for written Instructions.
- 6.5 Once an Instruction has been given, any subsequent request by me or my Authorised Signatory for cancellation, withdrawal or amendment of the Instruction will be subject to Citibank's consent and acceptance and Citibank has no liability if it does not or is unable to stop or prevent the implementation of the initial Instruction. Citibank may consider as new Instructions, any Instructions which are not clearly specified as being an amendment of previous Instructions.
- 6.6 In the event that Citibank receives Instructions for several payments or transactions which in the aggregate would exceed the amount of the credit balance of an Account or any authorised limit in respect thereof, Citibank shall be entitled in its discretion to decide whether to execute the Instructions and, if so, to select which Instruction or Instructions (in whole or in part) it will execute, without reference to the date of despatch or time of receipt of the Instructions.
- 6.7 I understand that any Instructions given, or purported to be given, by me or my Authorised Signatory in accordance with the Terms are subject to acceptance by Citibank and Citibank may, in its discretion without having to state the grounds for such refusal, refuse to act upon any Instructions or such part thereof as Citibank thinks appropriate, including if:
- 6.7.1 any Instructions are unclear or conflicting;
- 6.7.2 Citibank suspects that any illegality is involved or the Instructions are fraudulent, forged or unauthorised;
- 6.7.3 Citibank suspects that acting on any of the Instructions may cause any Citigroup Company to be in breach of any Applicable Laws and Regulator Expectations or duty applicable to that Citigroup Company or any other Citigroup Company or to which it may be subject or with which it may have to comply;
- 6.7.4 Citibank suspects that I may be unable to promptly settle any relevant transaction;
- 6.7.5 Citibank suspects that such Instruction relates to monies or assets which originate from illegitimate sources, are derived from drug trafficking or other criminal conduct, whether in Singapore, Hong Kong or elsewhere; or
- 6.7.6 any Instruction is not given in accordance with the provisions of this Clause 6.
- 6.8 Citibank is able to effect Instructions only during normal banking hours on Business Days. Any Instructions received after the cut-off time (as determined by Citibank from time to time) on any Business Day may, subject to the Terms, only be carried out by Citibank on the next Business Day. Additionally, Instructions involving a jurisdiction other than Singapore or Hong Kong (as the case may be) can be effected, subject to the Terms, by Citibank only on days when banks in the applicable financial markets are open for business in the relevant jurisdiction.
- 6.9 I consent to Citibank recording all telephone calls or other forms of communications between me or my Authorised Signatory and Citibank (whether such telephone calls or other forms of communications relate to or are in connection with Instructions from me or my Authorised Signatory and/or any call-backs made by Citibank or otherwise), and any such records of Citibank, in the absence of manifest error, are conclusive and binding evidence against me of the fact and content of the calls or other forms of communications.
- 6.3 儘管申請表或其他授權書均規定書面指示須經多於一位授權簽署人簽署，花旗銀行可接受由本人的任何一位授權簽署人發出的任何口頭(包括電話)指示及透過電郵或其他電子方式發出的指示。
- 6.4 儘管花旗銀行並無責任核實任何指示的真確性，本人將會，並將促使本人的授權簽署人，協助花旗銀行，核實聲稱由本人或本人的授權簽署人發出的任何指示的真確性，及作出花旗銀行就此目的而要求的該等事情，包括提供特定的電話號碼，以讓花旗銀行可與本人或本人的授權簽署人聯絡。若花旗銀行與本人的任何授權簽署人核實指示，花旗銀行可只向一位授權簽署人核實任何指示的真確性，不論以何種方式向花旗銀行發出及儘管申請表或授權書均規定書面指示須經多於一位授權簽署人簽署。
- 6.5 指示一經發出，本人或本人的授權簽署人作出的任何隨後要求以取消、撤回或修正指示，將須經花旗銀行同意及接納，且若花旗銀行不停止或阻止或無法停止或阻止執行原有的指示，亦無須負上任何責任。花旗銀行可視任何未有清楚訂明為對先前的指示的修正的指示為新發出的指示。
- 6.6 在花旗銀行收到多項總額會超出賬戶的結存款項或任何與之有關的授權限額的付款或交易的指示時，花旗銀行有權按其酌情權決定是否執行指示，及若執行，則選擇執行那一項或那幾項指示(全部或部份)，而無須考慮指示發出的日期或接收的時間。
- 6.7 本人明白由，或宣稱是由本人或本人的授權簽署人根據條款發出的任何指示須受限於花旗銀行的接受，且花旗銀行可按其酌情權而無須給予理由拒絕按任何指示或花旗銀行認為適當的該部份的指示行事，包括若：
- 6.7.1 任何不清楚或有抵觸的指示；
- 6.7.2 花旗銀行懷疑涉及任何不法行為或指示是欺詐、偽冒或未經授權；
- 6.7.3 花旗銀行懷疑按任何指示行事可能會導致任何花旗集團公司違反適用於該花旗集團公司或任何其他花旗集團公司或其可受之所限或須遵守的任何適用法律及監管當局的期望或責任；
- 6.7.4 花旗銀行懷疑本人可能無法即時結算任何有關交易；
- 6.7.5 花旗銀行懷疑該指示與來自非法來源，得自販毒或其他刑事行為(不論是在新加坡、香港或其他地方)的金錢或資產有關；或
- 6.7.6 未有根據本第6條的條文發出的任何指示。
- 6.8. 花旗銀行只可在營業日的一般銀行辦公時間內執行指示。在任何營業日的截止時間(由花旗銀行不時決定)後收到的任何指示，可由花旗銀行，在符合條款的規定下，於下一個營業日執行。此外，涉及新加坡或香港(視乎情況而定)以外的司法管轄區的指示，花旗銀行可，在符合條款的規定下，只於有關的司法管轄區內銀行在適用的金融市場裏開放營業的日子執行。
- 6.9 本人同意花旗銀行記錄本人或本人的授權簽署人與花旗銀行之間的所有電話通話或其他方式的通訊，(不論該等電話通話或其他方式的通訊是否與本人或本人的授權簽署人發出指示及/或花旗銀行所作的任何回覆或其他情況有關)，而花旗銀行的任何該等記錄，如無明顯錯誤，就通話或其他方式的通訊的實情及內容而言均為對本人不可推翻及具約束力的證明。

- 6.10 Citibank's records of Instructions (whether maintained by Citibank or any relevant person authorised by Citibank) are, in the absence of manifest error, conclusive and binding evidence of the same against me.
- 6.11 If Citibank accepts Instructions through electronic mail or other electronic means, I or my Authorised Signatory will comply with the use of such Codes as may be implemented by Citibank. Citibank shall also be entitled to carry out by or for itself security procedures in relation to the Instructions that are transmitted through electronic mail or other electronic means.
- 6.12 Citibank shall not be bound to carry out or prescribe Codes or to guarantee or ensure compliance with Codes, and shall not be liable for the consequences if no Codes are implemented. Citibank shall not be liable for Codes that are not properly implemented, or if full compliance with Codes is not attained.
- 6.13 Citibank will not be liable for any Losses I may suffer as a result of or in connection with any refusal to act, delay to act, or any action taken or failure to act under Clause 6.7.
- 6.14 I undertake and agree to provide such additional representations, indemnities and documents as are necessary and which may be requested by Citibank in connection with any Instruction or Account in such form within such time period as required by Citibank, before Citibank complies with any of my Instructions.
- 6.15 I will bear all risks, and Citibank is not responsible or liable, for Losses arising from Instructions or communications provided by telephone, facsimile, telex, electronic mail, the Internet or other means of communication (whether electronic or otherwise), except and except only for loss or damage which results directly and solely from Citibank's fraud, wilful misconduct or gross negligence. These risks include, but are not limited to, risks resulting from errors, mutilation, interruption or delay in transmission, power failure, interception by third parties, data corruption, viruses, transmission errors, breakdown of telecommunication networks, industrial action or disputes, or fraud or forgery of any person other than Citibank or its employees.
- 6.16 Without prejudice to Clause 6.15, if I choose to provide Instructions to or otherwise communicate with Citibank through electronic mail, SMS or other electronic means, I acknowledge and understand that use of electronic communications by public communications systems is inherently insecure. Unauthorised third parties may intercept these communications. Such communications may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even get lost in transmission such that communication never occurs. Due to the nature of the Internet, I understand that you cannot guarantee the confidentiality of the information sent through electronic mail. I hereby agree and acknowledge that the communications sent to me by you or by me to you via the Internet, SMS or any other publicly available communication system, including information relating to, or any particulars of, my Account (including any deposits held with you, any funds under management by you, and safe custody arrangements made by me with you) could be accessed by third parties in the course of such communications. I agree and acknowledge that you accept no liability for the security and confidentiality of data outside your own internal systems and that you are not responsible for any delays or errors in any information sent to me by you or by me to you, for systems performance, or for any damage to my computer or software as a result of any electronic communication with me. I further agree that actions taken in accordance with such communication will not constitute a violation of any applicable secrecy rules, and I expressly understand and agree that you may use, share, process and store my data and information in accordance with Clause 21. I also understand and agree to accept as my sole responsibility any change to the confidentiality of my banking or investment relationships with you arising from actions in accordance with such communication.
- 6.17 Subject to Applicable Laws, I will indemnify an Indemnified Person on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments arising from or as a result of or in connection with acting on any Instruction or other communication received by Citibank by telephone, facsimile, telex, electronic mail or other means of communication which it
- 花旗銀行的指示記錄(不論是由花旗銀行或花旗銀行授權的任何相關人士維持),如無明顯錯誤,均為對本人不可推翻及具約束力的證明。
- 若花旗銀行透過電郵或其他電子方式接收指示,本人或本人的授權簽署人將遵從使用花旗銀行可採用的該等代碼。花旗銀行並有權進行或為本身進行與以電郵或其他電子方式傳送的指示有關的保安程序。
- 花旗銀行不受約束執行或訂明代碼或保證或確保遵從代碼,亦無須就沒有代碼被執行所帶來的後果負責。花旗銀行並無須就未有妥善執行代碼或未有完全遵從代碼而負責。
- 花旗銀行將無須就本人因按上文第6.7條的任何拒絕行事、延誤行事或採取任何行動或未能行事所導致或與之有關而蒙受的任何損失負責。
- 本人承諾及同意在花旗銀行遵從本人的任何指示前,在花旗銀行所規定的該段期間內以花旗銀行所要求的該方式,提供花旗銀行要求的與任何指示或賬戶有關的該等所需的額外陳述、彌償及文件。
- 本人將承擔所有風險,花旗銀行無須就因透過電話、傳真、電郵、電郵、互聯網或其他通訊方式(不論是否電子方式)提供的指示或通訊而引起的損失負責,僅直接及純粹因花旗銀行的欺詐、故意的不當行為或嚴重疏忽導致的損失或損害除外。此等風險包括,但不限於,因錯誤、切斷、中斷或傳送延誤、電源中斷、第三方截取、資料謬誤、病毒、傳送錯誤、電訊網絡故障、工業行動或爭議,或花旗銀行或其僱員以外的任何人士的欺詐或偽冒而導致的風險。
- 在不損害第6.15條的情況下,如本人選擇透過電子郵件、SMS或其他電子方式提供指示予花旗銀行或以其他方式與花旗銀行溝通,本人確認並明白透過公共通訊系統使用電子通訊固有地不安全。無獲授權的第三方可以截取此等通訊。此等通訊可能在傳輸期間受損以影響其準確性或及時性。通訊更可能在傳輸中消失使通訊從未發生。由於互聯網的性質,本人明白花旗銀行不能保證經電子郵件送出的資料的保密性。本人在此同意及確認花旗銀行向本人或本人向花旗銀行經互聯網、SMS或任何其他公開可用的通訊系統送出之通訊,包括關於本人的賬戶(包括在花旗銀行持有的任何存款、花旗銀行管理的任何資金及本人向花旗銀行作出的安全保管安排)的資料或其詳情,可能被第三方在傳訊過程中取用。本人同意及確認花旗銀行對其自己內部系統以外的資料安全及保密不負上任何責任,而且花旗銀行不對花旗銀行向本人或本人向花旗銀行發出的任何資料的延誤或錯誤、系統表現或本人電腦或軟件因與本人的任何電子通訊造成的任何損壞負責。本人亦同意符合該等通訊的行動不會構成違反任何適用保密規則,且本人文明明白及同意花旗銀行可根據第21條使用、分享、處理及儲存本人的數據及資料。本人亦明白及同意按照該等通訊的行動而導致對本人與花旗銀行的銀行及投資關係的轉變負上全部責任。
- 受限於適用法律,本人將應要求對獲彌償人士就因按照花旗銀行透過電話、傳真、電郵、電郵或其他通訊方式接到且其合理相信是由本人或代表本人發出的任何指示或其他通訊行事而引起或導致或與之有關的任何損失、損害、合理的費用(包括完全彌償基準上的合理的法律費用)、罰款、包括全部稅項、稅款及其他徵費的開支、利息、行動、訴訟、法律程序、申索、命令及任何其他要求、債項或對任何物業或投資的損失及損害作出彌償及本人會受花旗銀行因該指示或通訊而訂立的任何交易或採取的任何行動約束並追認該等交易或行動。花旗銀行的任何僱員接受透過電話、傳真、電郵、電郵或其他通訊方式發出的

reasonably believes to have been given by or on my behalf, and I am and will be bound by and ratify any transaction entered into or action taken by Citibank as the result of such Instruction or communication. Acceptance by any of Citibank's employees of any Instruction given or offer made by telephone, facsimile, telex, electronic mail or other means of communication is subject to Citibank's approval and Citibank may refuse to carry out any Instruction or offer.

6A Use of Electronic Client Applications, Electronic Signatures and Agreements

6A.1 The Electronic Client Application are services provided to me (and/or any designated third party user authorized by me to access and/or use the Electronic Client Application offered by Citibank) directly by Citigroup Inc. or any of its affiliates and, in consideration of these services, I expressly instruct and authorise Citibank to release information about me, my Account(s) and my relationship with Citibank to Citigroup Inc. and any of its affiliates, third party support service providers and other relevant parties and I understand that for this purpose, such data may be collected, stored, used, revised or otherwise processed outside of the country where my Account(s) are booked. The terms of access to and use of the Electronic Client Application are governed by and more particularly set out in the terms and conditions governing the Electronic Client Application provided by Citibank (whether made available online, in printed form or any other medium selected by Citibank), including any updates and changes and all related supplements thereto. I understand that use of the Electronic Client Application is subject to the prior online acceptance of the Electronic Client Application's terms and conditions and is at all times subject to these terms and conditions and any other applicable terms that Citibank may communicate to me from time to time. In connection with any designated third party user authorized by me to access and/or use the Electronic Client Application offered by Citibank, I agree that all acts undertaken by such user via that Electronic Client Application in accordance with the authority so granted will be as good and valid as if they were done by me and legally binding and enforceable on me and the Account(s) to which such user has access, and the terms and conditions governing the relevant Electronic Client Application from time to time shall apply accordingly. I further adopt, affirm and ratify all acts undertaken by any such designated third party user in respect of the Account(s) in accordance with the authority granted by me. I hereby authorize Citibank to provide certain information, including notices of changes to legal terms, to such third party user through the Electronic Client Applications and where so elected, in addition, to provide paper versions of specified documents to the primary mailing address. I agree to be bound by any consent, affirmation or agreement to: (a) changes to the terms and conditions governing the use of the Electronic Client Application; and (b) new terms and conditions of additional products and services) transmitted by such designated third party user from time to time via the Electronic Client Application, and that such agreement, affirmation or consent will be legally binding and enforceable on me and the Account(s) to which such third party user has access.

6A.2 Citibank may elect to provide me, from time to time, through electronic means or otherwise, any and all forms, notices, approvals, consents, disclosures, authorisations, acknowledgements, contracts, instructions and other documents as Citibank may at its discretion require my/our agreement to from time to time (collectively, the "Documents") in connection with the opening and/or operation of one or several Account(s) (present and future, and whether in my/our sole/joint name, as applicable). I agree that my signatures to such Documents may be collected by Citibank via any Electronic Client Application. I further agree to any and all security procedures utilized by Citibank in connection with the Electronic Client Application, including without limitation the issuance and/or use by Citibank of security credentials and other authentication mechanisms or devices ("Security Means") to identify and authenticate me and/or an Authorised Signatory. I agree not to dispute or challenge such measures or require you to take any further measures.

6A.3 Where I have appointed, or may from time to time appoint, Authorised Signatories, I acknowledge and agree that the Authorised Signatory(ies) may also agree and sign the Documents via the Electronic Client Application, all such acts (to the extent referable to the Security Means issued and/or used in respect of any Authorised Signatory) shall be good, valid and legally binding and enforceable on me and the Account(s) and I shall affirm and ratify any such acts.

任何指示或作出的任何要約須經花旗銀行的批准，及花旗銀行可拒絕執行任何指示或要約。

6A. 使用電子客戶應用程序，電子簽署及協議

6A.1 電子客戶應用程序是花旗集團 (Citigroup Inc.) 或其任何關聯公司直接向本人 (以及其他經本人授權可訪問和/或使用該電子應用程序的第三方) 提供的服務，作為這些服務的代價，本人明確指示並授權花旗銀行提供本人、本人的帳戶以及本人與花旗銀行關係的資料予花旗集團、其任何關聯公司及其他提供支援服務的第三方，而且，本人了解為此目的，此類數據可能會在本人帳戶登記的國家之外被收集、存儲、使用、修改或以其他方式處理。訪問及使用電子客戶應用程序的條款受限於及更具體地載列於由花旗銀行不時提供並規管電子客戶應用程序的條款及細則中 (無論是在網上、以印刷形式或任何其他由花旗銀行選擇的媒介提供)，包括任何更新及修改及其相關補充條款。本人明白使用電子客戶應用程序需要事先網上接受電子客戶應用程序的條款和條件，並且在任何時候都受這些條款和條件以及花旗私人銀行可能不時通知本人的任何其他適用條款所約束。有關任何經本人授權存取及/或使用電子客戶應用程序的特定第三方使用者，本人同意由該使用者根據所授予的權限通過電子客戶應用程序所作出的所有行為均為良好及有效，猶如該行為是由本人採取，對本人具法律約束力並可對本人及該等使用者可以存取的帳戶進行強制執行，而不時規管相關的電子客戶應用程序的條款及細則均適用。本人進一步採用、確認及追認任何該等特定的第三方使用者根據本人授予的權限對帳戶進行的一切行為。本人授權花旗銀行通過電子客戶應用程序向此第三方使用者提供某些資料 (包括有關法律條款變更的通知) 和 (在選用的情況下) 向主要郵寄地址提供指定文件的紙質版本。本人同意會受任何由第三方使用者不時通過電子客戶應用程序傳送的同意、確認或協議，於：(a) 法律條款變更；及 (b) 新增產品及服務的新條款及細則所約束，而該等協議、確認或同意將會具法律約束力並可對本人及該第三方使用者可以存取的帳戶進行強制執行。

6A.2 對於開立及/或操作一個或數個帳戶 (現在及將來，及不論在本人/吾等獨有/聯名名下，按合適)，花旗銀行可選擇不時透過電子或其他模式向本人提供花旗銀行按其酌情權而不時要求本人/吾等同意的任何及所有表格、通告、批准、同意、披露、授權、確認、合約、指示及其他文件 (統稱 "文件")。本人同意花旗銀行可從電子客戶應用程序收集本人對這些文件的簽署。本人進一步同意任何及所有花旗銀行對於電子客戶應用程序採用的保安程序，包括及不限於由花旗銀行發出及/或使用的保安驗證及其他確認制度或裝置 ("保安方式") 以識別及確認本人及/或授權簽署人。本人同意不會爭議或對這些措施提出異議或要求花旗銀行作出任何進一步措施。

6A.3 如本人有委任或將不時委任授權簽署人，本人確認及同意該授權簽署人 (等) 亦可透過電子客戶應用程序同意及簽署文件，所作出的行為 (在與任何授權簽署人發出及/或使用的保安方式相關的範圍內) 均為良好、有效、具法律約束力並可對本人及帳戶進行強制執行，而本人將確認及追認任何這些行為。

6A.4 In addition to and not in derogation of the terms and conditions in the Documents, I agree to the following specific terms and conditions in connection with the Documents:

6A.4.1. I agree that in respect of each signature collected electronically through the Electronic Client Application (to the extent referable to the Security Means issued and/or used in respect of me or an Authorised Signatory), such signature shall be deemed to be my or the Authorised Signatory's signature in hard copy for all intents and purposes.

6A.4.2. All records in electronic form maintained by Citibank or on Citibank's behalf, including records of Documents, upon which any signature(s) have been affixed through any Electronic Client Application, and in respect of which Security Means have been satisfied, shall be deemed to be valid, accurate and authentic, and given the same effect as, written and signed documentary communications between me or the Authorised Signatory and Citibank in hard copy.

6A.4.3. I and the Authorised Signatory(ies) shall not dispute the validity, accuracy, legal effectiveness, authenticity or enforceability of any evidence of such records, save in the case of manifest or clerical error.

6A.4.4. The electronic records shall be conclusive evidence of the information and my and/or the Authorised Signatory's agreement as set out in the associated Document, save in the case of manifest or clerical error.

6A.5 I agree that my agreement and consent to the provisions in this Clause 6A also applies where I am acting as an authorised signatory, partner, director, officer, beneficial owner or any other capacity in respect of an account (present and future and whether or not opened under my sole or joint name) opened and maintained with Citibank.

6A.6 I represent and warrant that I have obtained and/or will, prior to the use of the Electronic Client Application by the Authorised Signatory, obtain the agreement and consent of the Authorised Signatory to the terms and provisions of this Clause 6A and terms and conditions governing the Electronic Client Application provided by Citibank (whether made available on-line, in printed form or any other medium selected by Citibank), including any updates and changes and all related supplements thereto. The Authorised Signatory's use of the Electronic Client Application shall in any event constitute such continued agreement and consent.

6B Consent to Receive Electronic Delivery of Documents

6B.1 To the extent that I have requested to receive documents in electronic form via the Electronic Client Application (including the documents set out in this Clause 6B.1), I agree that this Clause 6B (the **"Electronic Delivery Terms"**) will apply. I hereby provide my consent for me and any person which I have authorised to access the Electronic Client Application to access my Relevant Information (as defined in clause 21.1) and paperless electronic delivery through the Electronic Client Application of the following documents:

(A) (i) periodic Statements (ii) relationship reports and other periodic or on demand reports, (iii) account notifications and communications, (iv) trade confirmations or Advices, (v) prospectuses, (vi) syndicate materials (e.g. preliminary communications, information, notices and offering materials for syndicated initial public offerings or other securities offerings), (vii) structured note or investment offerings (e.g. preliminary pricing supplements or term sheets, base prospectuses, prospectus supplements, and preliminary and final pricing supplements), (viii) proxy materials and other shareholder materials (e.g. proxy statements, proxy cards, requests for voting instructions, consent or authorization forms and similar items and other shareholder communications such as quarterly, semi-annual and annual reports, certain prospectuses, newsletters and similar items) and (ix) any additional materials that I may elect to receive electronically directly from Citibank and/or providing me the services available through Citibank, or indirectly from Citibank through its service providers, including those materials covered by laws which require delivery to be "in writing," and (B) notices regarding the Terms, my use of the Electronic Client Application, my enrolment in this paperless electronic delivery service (**"Paperless Electronic Delivery Service"**), and my relationship with Citibank. All such electronic notices and information may be delivered in electronic form in "portable document format" (.pdf) or HTML

6A.4 在附加於及在不損在文件的條款及細則的情況下，本人同意以下關於件的特定條款及細則：

6A.4.1 本人同意，就每個從電子客戶應用程序以電子方式收集的簽署（在與任何授權簽署人發出及／或使用的的保安方式相關的範圍內），該簽署應就所有意向及目的被當作為本人或該授權簽署人的在紙張上的簽署。

6A.4.2 由花旗銀行或花旗銀行的代表維持的所有電子紀錄（包括文件紀錄），如於任何電子客戶應用程序加蓋簽署並符合保安方式要求，即應被視為有效、真確及真實並與花旗銀行與本人或授權簽署人之間的書面並在紙張上已簽署的通訊文件具有相同的效力。

6A.4.3 本人及授權簽署人（等）不會爭議任何該紀錄證據的有效性、準確性、法律效力、真確性或可強制執行性，除了在明顯或文書錯誤情況外。

6A.4.4 電子紀錄為關聯文件中載列的資料及本人及／或授權簽署人的同意作不可推翻的證據，除了在明顯或文書錯誤情況外。

6A.5 本人同意本人對此第6A條的條文中的同意同時適用在本人作為授權簽署人、合夥人、董事、職員、實益擁有人或任何其他身分的情況下於花旗銀行開立和維持的賬戶（現在及將來，及不論由本人獨有或聯名開立）。

6A.6 本人陳述及保證本人已獲得及／或將會獲得（在授權簽署人使用電子客戶應用程序前）授權簽署人對此第6A條的條款及條文和由花旗銀行提供規管電子客戶應用程序的條款及細則（無論是在網上、以印刷形式或任何其他由花旗銀行選擇的媒介提供）的同意，包括任何更新及修改及 其相關補充條款。若授權簽署人使用電子客戶應用程序，則不論結果如何，將成為該持續同意。

6B 同意以電子方式接收交付文件

6B.1 本人同意此6B條（**"電子交付條款"**）將適用於就本人所要求透過電子客戶應用程序以電子方式接收的文件（包括此6B.1條所列的文件）。本人茲此同意本人及其他經本人授權訪問電子客戶應用程序和本人的相關資料（見第21.1條）的人士以無紙化電子方式接收以下文件：

(A)(i)定期帳戶結單，(ii)關係報告和其他定期或應要求的報告，(iii)帳戶通知和通訊，(iv)交易確認，(v)招股說明書，(vi)集團材料（如有關以集團式首次公開招股或其他證券要約的初步通過的通訊、信息、通知和要約材料），(vii)結構性票據或投資產品要約（例如初步定價補充或條款清單、基本招股說明書、招股說明書補充以及初步和最終定價補充），(viii)代理權材料及其他股東材料（例如代理權聲明、代理權卡、投票指示請求、同意或授權表格及類似項目及其他股東通訊，例如季度、半年度及年度報告、若干 招股說明書、通訊及類似資料項目）和(ix)本人可選擇以電子方式直接從Citigroup Inc. 附屬成員接收以維持本人的帳戶和/或通過花旗銀行或銀行的服務供應商間接向本人提供服務的任何其他材料，包括根據法律規定要求以“書面形式”交付的材料和(B) 有關條款、本人電子客戶應用程序的使用、本人登記無紙化電子交付服務（**"無紙化電子交付服務"**）以及本人與花旗銀行的關係的通知。所有此類電子通知和資料可以“便攜式文件格式”（.pdf）或HTML格式的電子形式交付。電子通知和資料可以在適用法律容許的情況下通過網站上發佈、通過網站上的安全電子郵件或按照本人向銀行提供的電子郵件地址以發送外部電子郵件的方式向本人提供。如以電子形式在客戶應用程序或安全電子郵件交付，花旗銀行會向本人發出提醒通知。此類通知亦可以電傳、傳真形式向本人發送，或發送至銀行的檔案中本人的聯絡資料的通訊地址，或通過本人提供給銀行的電子郵件地址通過外部電子郵件向本人發送，本人會就此類通知定期查看電子郵件信箱。

format. Electronic notices and information may, to the extent allowed by Applicable Laws, be delivered to me by posting them online via the Electronic Client Application, by secure email on the Electronic Client Application, or by sending me an external email at the email address I have provided to Citibank. Citibank will send or arrange for me to receive a notice alerting me if delivery is by posting to the Electronic Client Application or via secure email on the Electronic Client Application. Such notice may be sent to me by telecopier, facsimile or to a postal address based on my contact information in Citibank's records or by external email at the email address I have provided to Citibank and I should check my email address regularly for such notice.

- 6B.2 I acknowledge and agree that I must notify Citibank of any changes in my email address by contacting my relationship manager or such other modes of communication as accepted by Citibank. One of the options which may be available to me to notify Citibank of such change is by logging into the Electronic Client Application and correcting the appropriate fields in my profile. Once I change my email address, Citibank will send me a notice of change of delivery address to the old email address and the new email address confirming my changes. I understand that I should contact my relationship manager immediately if the information in the email is incorrect.
- 6B.3 All such electronic notices and disclosures will be effective when made available to me via the Paperless Electronic Delivery Service, sent to me via the secure way of communication (e.g. secure mail) within the Electronic Client Application or sent to me by sending me an external email at the email address I have provided, and I hereby waive all claims resulting from failure to receive communications because of my failure to access the Paperless Electronic Delivery Service or changes in my email address where such changes have not been informed to Citibank. If any electronic communication to me is returned to Citibank undelivered, Citibank will attempt redelivery, at its option, either electronically to the same or a different email address, by facsimile or to a postal address based on my contact information in its files. In addition, Citibank may attempt to contact me to correct any errors in my email address. Redelivered notices shall be effective when sent to a second email address, upon delivery or when delivery is refused if sent to a postal address or upon receipt of confirmation of delivery by facsimile. If electronic communications to me continue to be returned to Citibank undelivered, I may be un-enrolled from the Paperless Electronic Delivery Service and notices and disclosures mailed to a postal address or delivered by facsimile based on my contact information in Citibank's files.
- 6B.4 I may request a paper copy of any notice, disclosure or other information delivered to me electronically at any time by contacting my relationship manager until such time as the copy is no longer required to be maintained as permitted by applicable law, rule or regulation. A fee may apply for any additional paper copies. I may also withdraw my consent to electronic delivery of such notices, disclosures and other information at any time either by contacting my relationship manager or by using the message facility provided on the Electronic Client Application. Citibank may, however, terminate my use of the Paperless Electronic Delivery Service if I do not consent to receive notices and information electronically. I may be asked, from time to time, to demonstrate that I can access the disclosures and regulatory materials on the Electronic Client Application by clicking on an "I agree," "I consent" or other similarly worded button or entry field with my mouse, keystroke or other computer device. If I do not so demonstrate my ability to access the disclosures and regulatory materials, Citibank may terminate my use of or access to the Paperless Electronic Delivery Service and of the Electronic Client Application. Citibank will notify me of any changes in such hardware or software requirements, whereupon I may be asked to demonstrate that I can access the information in the changed form in which it will be sent.
- 6B.5 In order to access the Paperless Electronic Delivery Service and the Electronic Client Application and in order to receive, view, access, retain and print notices, disclosures and other information delivered to me electronically, I must have available Internet access and a computer equipped, at a minimum, with an SSL-capable, 128-bit, JavaScript and Java enabled browser with Microsoft Windows® 7 (or a later version of Microsoft Windows® software), Macintosh OS X or HTML5 compatible browser and Acrobat® Reader and either a printer, drive or other storage device. Where available, to complete this electronic consent process via a mobile application my handheld or mobile device, such as a tablet computer or mobile phone, must have iOS7 (or a later version of the iOS operating system). I agree to be solely responsible for the installation, operation and maintenance of the necessary equipment and software, and to use the level of encryption security required by Citibank from time to time.

6B.2 本人確認並同意如本人的電子郵件地址有任何變更，本人必須透過聯繫本人花旗私人銀行經理或其他花旗銀行接受的溝通方式通知銀行相關變更。通知此類更改的其中一個選項是登入網站並更改本人的個人資料中的適當部分。一旦本人更改電子郵件地址，花旗銀行會發送一份有關更改交付地址的至本人的舊電子郵件地址和新電子郵件地址以確認有關更改。本人明白如果電子郵件中的資料不正確，本人應立即聯繫本人的花旗私人銀行經理。

6B.3 所有此類電子通知和披露會在通過無紙化電子接收服務提供給本人、通過網站內的安全通訊方式（例如安全郵件）發送給本人或通過本人提供的電子郵件地址向本人發送外部電子郵件時生效，本人在此寬免任何由於本人未能使用無紙化電子接收服務或本人更改電子郵件地址但未通知花旗銀行而導致未能收到通訊的所有申索。如任何向本人發出的電子通訊因未能送達而退回給花旗銀行，花旗銀行將根據本人在其檔案中的聯繫資料，依照花旗銀行的選擇以電子方式重新發送至相同或另一電子郵件地址、以傳真方式重新發送或重新發送至郵寄地址。此外，花旗銀行可能會嘗試與本人聯繫以更正本人電子郵件地址中的任何錯誤。重新發送的通知會在發送到第二個電子郵件地址、交付時或在發送到郵寄地址而被拒絕或收到傳真交付確認時生效。如向本人發出的任何電子通訊持續因未能送達而退回給花旗銀行，本人可能會被取消登記服務和根據本人在花旗銀行檔案中的聯繫資料發送至郵寄地址或以傳真方式發送的通知和披露。

6B.4 本人可以隨時聯繫本人的花旗私人銀行經理，以索取向本人提供的任何電子通知、披露或其他資料的紙質版，直至適用法律，規則或規例不再要求維持該副本為止。任何額外的紙質版可能需要付費。本人亦可隨時通過聯繫本人的花旗私人銀行經理或使用網站提供的信息工具撤銷有關以電子形式接收通知、披露或其他資料之同意。但如果本人不同意以電子形式接收通知和資料，花旗銀行可能終止本人的無紙化電子接收服務使用權。本人可能不時被要求用鼠標、鍵盤或其他電腦設備點擊“我同意”、“我允許”或其他相似用語的按鈕或輸入框，表明本人可以訪問網站上提供的披露和監管材料。如果本人未能按上述操作表明本人可以訪問披露和監管材料，則花旗銀行可能終止本人使用或到訪無紙化電子接收服務和電子客戶應用程序。花旗銀行將通知本人此類硬件或軟件要求的任何變動，因此本人可能被要求表明本人能夠以變動後的資料發送形式訪問資料。

6B.5 為使用無紙化電子接收服務和電子客戶應用程序及接收、查看、訪問、保留和打印以電子形式發送給本人的通知、披露或其他資料，本人須接入互聯網及擁有電腦，設備的最低配置為SSL-capable，128 比特、JavaScript和支持Java的瀏覽器，搭載Microsoft Windows®7 (或以上版本的Microsoft Windows® 軟件)，Macintosh OS X或兼容HTML5的瀏覽器和Acrobat® Reader及打印機、驅動或其他存儲設備。如果可以的話，要通過流動應用服務完成此電子許可流程而本人的掌上或流動設備（如平板電腦或手提電話）須裝有iOS7（或以上版本的iOS操作系統）。本人同意全權負責必要設備與軟件的安裝、操作與維護，且不時使用花旗銀行要求的加密安全級別。

6B.6 These Electronic Delivery Terms are in addition to all other agreements I have with Citibank, including, but not limited to, the applicable terms of use for the Electronic Client Application (which are available upon login to the Electronic Client Application). Agreement to these Electronic Delivery Terms includes any and all Applicable Laws and Regulator Expectations applicable to the electronic delivery of statements now existing or which may hereinafter be enacted, issued or enforced under any jurisdiction. These Electronic Delivery Terms may be modified or amended by Citibank at any time as set out in clause 17 of the Terms and this includes modification and amendment by way of posting a notice on the Electronic Client Application. The continued use of the Paperless Electronic Delivery Service after such notification of change shall be understood as my agreement to be bound by all such changes.

6B.7 I further acknowledge, agree and understand the following:

- Citibank has the right to provide me with any notice, disclosure or other information by paper delivery if Citibank is unable to provide such information electronically, or Citibank has reason to believe I may not have received such information through the Electronic Client Application or for any other reason, Citibank may deem appropriate;
- appropriate computer equipment and software, internet access and a specific email address provided and designated by me is required for using the Paperless Electronic Delivery Service;
- internet and email services may be subject to certain IT risks and disruption;
- I may incur additional costs for using the Paperless Electronic Delivery Service;
- my consent remains in effect until I give Citibank 30 days' prior notice that I am withdrawing my consent to the Paperless Electronic Delivery Service. The withdrawal of my consent to receive any notice, disclosure or other information through the Paperless Electronic Delivery Service on the Electronic Client Application will be effective only after Citibank has had a reasonable period of time to process my withdrawal;
- I will promptly review any notice, disclosure or other information posted on the Electronic Client Application upon receiving an email from Citibank alerting me that such notice, disclosure or other information has been posted online on the Electronic Client Application, to ensure that any errors are detected and reported to Citibank as soon as practicable; and
- I will save an electronic copy in my own computer storage or print a hard copy of any notice, disclosure or other information made available through the Electronic Client Application for my future reference.

6C Use of Third Party Messaging Platform

6C.1 I consent and authorise Citibank to use my and my Authorised Signatories' Verified Contact Details to communicate with me and/or any of my Authorised Signatory through any Third Party Messaging Platform and acknowledge and represent that each of my Authorised Signatory is duly authorised to communicate with Citibank on my behalf through any Third Party Messaging Platform, whether via an individual chat or group chat with multiple representatives from Citibank and/or my Authorised Signatories.

6C.2 I acknowledge that Citibank is authorised to treat and consider as authentic, valid, properly executed and as fully authorised by and binding on me, and Citibank shall be entitled to act in connection with or in reliance upon any Communications received via any Third Party Messaging Platform from a third party messaging identifier without any further authority from me or my Authorised Signatory, without any further notice to or from me or my Authorised Signatory, without having to confirm the Communication with me or my Authorised Signatory and without inquiry by Citibank as to the authority or identity of the person purporting to be making such Communications or its authenticity, regardless of the prevailing circumstances or the nature of the Communication and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the Communications received.

6B.6 此等電子交付條款附加於本人與花旗銀行的所有其他協議，包括但不限於電子客戶應用程序的適用使用條款（在登錄電子客戶應用程序後可獲得）。同意這些電子交付條款和條件包括任何和所有現有或之後可能在任何司法管轄區內制定、發行或執行的適用於電子交付結單的適用法律及監管當局的期望。這些電子交付條款可被花旗銀行根據條款第17條隨時修訂或修改，並通過書面通訊或在電子客戶應用程序上發佈。在此類變更通知後繼續使用服務會被視為本人同意受所有此類變更的約束。

6B.7 本人進一步確認、同意及明白下列各項：

- 如果花旗銀行無法以電子方式提供任何電子通知、披露或其他資料，或花旗銀行有理由相信本人未能通過網站或基於任何其他花旗銀行認為合適的原因接收此類資料，花旗銀行有權通過紙質版本交付向本人提供任何此類資料；
- 使用服務需要適當的電腦設備和軟件、接入互聯網以及由花旗銀行提供和指定的特定電子郵件地址；
- 互聯網和電子郵件服務可能會受到某些IT風險和中斷的影響；
- 使用無紙化電子接收服務可能會令本人招致額外費用；
- 在本人提前30天通知花旗銀行撤銷本人對無紙化電子接收服務的同意之前，本人的同意仍然有效。撤銷本人通過電子客戶應用程序的無紙化電子接收服務接收任何通知、披露或其他資料的同意僅在花旗銀行有合理的時間處理本人的撤銷後才會生效；
- 本人將在收到花旗銀行發送提醒本人任何通知、披露或其他資料已通過網站在線發佈的電子郵件後，盡快通過電子客戶應用程序查看發佈的此類通知、披露或其他資料，以確保任何錯誤在切實可行的情況下盡快檢測到並向花旗銀行報告；及
- 本人將把通過電子客戶應用程序提供的任何通知、披露或其他資料存儲一份電子副本在本人的電腦內，或打印一份文本，以供本人將來參考。

6C 使用第三方訊息收發平台

6C.1 本人同意並授權花旗銀行使用本人和本人的授權簽署人的已驗證聯繫方式透過任何第三方訊息收發平台與本人和/或本人的任何授權簽署人進行通訊，並確認及表示本人的每位授權簽署人均被正式授權代表本人與花旗銀行透過任何第三方訊息收發平台進行通訊，不論是透過個人聊天或是與花旗銀行的多個代表和/或本人的授權簽署人進行群聊。

6C.2 本人確認花旗銀行有權將透過任何第三方訊息收發平台從任何第三方訊息收發標識符收到的任何通訊視為真實、有效、妥善執行且由本人完全授權並對本人具有法律約束力。花旗銀行有權就任何此等通訊採取行動或依賴於其行事，且無需本人或本人的授權簽署人的任何進一步授權，無需收到本人或本人的授權簽署人或向本人或本人的授權簽署人發出任何進一步通知，無需與本人或本人的授權簽署人確認通訊，及無需查詢意圖作出此等通訊的人士的權限或身份或此等通訊的真實性，不論收到通訊的當時情況或其性質如何及儘管存在任何錯誤、誤解、欺詐、偽造、權限不足或收到的通訊並不明確。

6C.3 I acknowledge and understand that use of electronic communications by public communications systems and the Internet is inherently insecure. Unauthorised third parties may intercept these communications. Such communications may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even get lost in transmission such that the communication never occurs. I understand that you cannot guarantee the confidentiality of the information sent through the Internet, SMS, any other publicly available communication system or a Third Party Messaging Platform. I hereby agree and acknowledge that the Communications sent to me or my Authorised Signatories by you or by me or my Authorised Signatories to you via the Internet, SMS, any other publicly available communication system or Third Party Messaging Platform, including information relating to, or any particulars of, my Account (including any deposits held with you, any funds under management by you, and safe custody arrangements made by me with you) could be accessed by third parties in the course of such communications. If my Authorised Signatory or I communicate with Citibank using the Internet, SMS, any publicly available communication system or a Third Party Messaging Platform, I agree to assume all risks that the Communications may be intercepted, delayed, altered, corrupted, not received or received by persons other than the intended recipient. I agree and acknowledge that Citibank accepts no liability for the security and confidentiality of data outside your own internal systems and that Citibank is not responsible for any delays or errors in any information sent to me or my Authorised Signatories by Citibank or by me or my Authorised Signatories to Citibank, for systems performance, or for any damage to my computer or software as a result of any electronic communication including any Communications through any Third Party Messaging Platform with me or my Authorised Signatories. I further agree that actions taken in accordance with such Communications will not constitute a violation of any applicable secrecy rules. I also understand and agree to accept as my sole responsibility any change to the confidentiality of my banking or investment relationships with Citibank arising from actions in accordance with such Communications.

6C.4 I understand that my Authorised Signatories' and my use of Third Party Messaging Platforms is subject to separate terms of service, privacy policy and other applicable terms and policies applied or issued by the relevant Third Party Messaging Platform ("**Third Party Messaging Platform Terms**"), which may change at any time without notice to Citibank or me. I also understand that Citibank's use of Third Party Messaging Platforms may be subject to business level terms of use directly between Citibank and the relevant Third Party Messaging Platform. I understand and agree that Citibank does not control the Third Party Messaging Platforms including the operation or maintenance thereof or any Third Party Messaging Platform Terms. Accordingly, I agree that I will seek out, review, understand and comply with the applicable Third Party Messaging Platform Terms which may apply to my and my Authorised Signatories' use of any Third Party Messaging Platform to communicate with Citibank. I will notify Citibank as soon as I do not agree to and/or I or my Authorised Signatories have breached these Third Party Messaging Terms and/ or the applicable Third Party Messaging Platform Terms. I understand and agree that Communications with Citibank through any Third Party Messaging Platform may cease to be available without notice and that failure to comply with these Third Party Messaging Terms or the applicable Third Party Messaging Platform Terms may result in Citibank terminating or suspending Communications through Third Party Messaging Platforms.

6C.5 Where I or my Authorised Signatories use WhatsApp as a Third Party Messaging Platform to communicate with Citibank, I understand that under WhatsApp's terms of service with me and, separately, with Citibank, WhatsApp and its affiliates, including its parent company Facebook, will have access to information reflecting that I am exchanging encrypted instant messages with Citibank and by extension that I may have a relationship with Citibank.

6C.6 I acknowledge and agree that I may only use the Third Party Messaging Platform for:

- 6C.6.1 arranging or finalising details of meetings,
- 6C.6.2 obtaining information about events which Citibank has invited me to,
- 6C.6.3 discussion of my Account(s) and/or relationship with Citibank and its Affiliates,

6C.3 本人確認並理解透過公共通訊系統及互聯網作電子通訊本質上是不安全的。未經授權的第三方可能會攔截此等通訊。此等通訊在傳輸過程中可能會被破壞，從而影響其準確性或及時性。通訊甚至可能在傳輸中遺失，從而使通訊永不發生。本人了解花旗銀行無法保證透過互聯網、短訊息服務、任何其他公共可用的通訊系統或第三方訊息收發平台發送的訊息的機密性。本人特此同意並確認，花旗銀行透過互聯網、短訊息服務、任何其他公共可用的通訊系統或第三方訊息收發平台向本人或本人的授權簽署人發送的通訊，或本人或本人的授權簽署人透過互聯網、短訊息服務、任何其他公共可用的通訊系統或第三方訊息收發平台向花旗銀行發送的通訊，包括與本人的賬戶（包括在本人持有的任何存款、本人被花旗銀行管理的任何資金以及本人與花旗銀行之間進行的安全託管安排）有關或賬戶的任何詳細資料，均可被第三方在此等通訊過程中查閱。如本人的授權簽署人或本人透過互聯網、短訊息服務、任何其他公共可用的通訊系統或第三方訊息收發平台與花旗銀行進行通訊，本人同意承擔所有因通訊可能會被截取、延誤、更改、損壞、未收到或由預期接收者以外的其他人接收到該通訊的風險。本人同意並確認，花旗銀行無需對花旗銀行內部系統以外的數據安全性和保密性承擔任何責任，而且無需對花旗銀行向本人或本人的授權簽署人或本人或本人的授權簽署人向花旗銀行所發的任何資訊的任何延誤或錯誤、系統性能，或因任何電子通訊（包括透過任何第三方訊息收發平台與本人或本人的授權簽署人的任何通訊）對本人的電腦或軟件造成的損壞承擔任何責任。本人進一步同意，根據此等通訊採取的行動並不違反任何適用的保密規則。本人亦理解並同意因根據此等通訊而採取的行動對本人與花旗銀行的銀行或投資關係的機密性的任何更改為本人的全部責任。

6C.4 本人了解本人的授權簽署人與本人使用第三方訊息收發平台受相關的第三方訊息收發平台應用或發佈的獨立服務條款、隱私政策以及其他適用的條款和政策（以下簡稱“**第三方訊息收發平台條款**”）約束。此等第三方訊息收發平台條款可能隨時在沒有通知花旗銀行或本人的情況下被更改。本人亦了解，花旗銀行使用第三方訊息收發平台可能受花旗銀行與相關第三方訊息收發平台之間直接的業務級別使用條款的約束。本人理解並同意花旗銀行無法控制第三方訊息收發平台，包括其運行或保養或任何第三方訊息收發平台條款。因此，本人同意本人將尋求、檢閱、理解並遵守可適用於本人和本人的授權簽署人使用任何第三方訊息收發平台與花旗銀行進行通訊的第三方訊息收發平台條款。如果本人不同意和/或本人或本人的授權簽署人違反了此等第三方訊息收發平台條款和/或適用的第三方訊息收發平台條款，本人將立即通知花旗銀行。本人理解並同意，透過任何第三方訊息收發平台與花旗銀行的通訊可在不另行通知的情況下停止提供，而不遵守此第三方訊息收發平台條款或適用的第三方訊息收發平台條款可導致花旗銀行終止或暫停透過第三方訊息收發平台進行的通訊。

6C.5 當本人或本人的授權簽署人使用WhatsApp作為第三方訊息收發平台與花旗銀行進行通訊時，本人理解，根據WhatsApp分別與本人及與花旗銀行的服務條款，WhatsApp及其附屬成員（包括其母公司Facebook）將有權查閱反映本人正在與花旗銀行交換加密即時訊息且據此本人可能與花旗銀行有所關係的資訊。

6C.6 本人確認並同意，除非花旗銀行另行同意，本人只能將第三方訊息收發平台用作：

- 6C.6.1 安排或敲定會議細節，
- 6C.6.2 獲取有關花旗銀行邀請本人參加的活動的資料，
- 6C.6.3 討論關於本人的賬戶和/或與花旗銀行及其附屬成員的關係，

- 6C.6.4 sending and/or receipt of documents such as (i) periodic account statements, (ii) relationship reports and other periodic or on demand reports, (iii) account notifications and communications, (iv) trade confirmations, (v) contract notes, (vi) prospectuses, (vii) syndicate materials (e.g. preliminary communications, information, notices and offering materials for syndicated initial public offerings or other securities offerings), (viii) structured note or investment offerings (e.g. preliminary pricing supplements or term sheets, base prospectuses, prospectus supplements, and preliminary and final pricing supplements), (ix) reports, analysis or other materials and information in relating to investments or market conditions, (x) proxy materials and other shareholder materials (e.g. proxy statements, proxy cards, requests for voting instructions, consent or authorization forms and similar items and other shareholder communications such as quarterly, semi-annual and annual reports, certain prospectuses, newsletters and similar items) and (xi) any additional materials that I may elect to receive electronically directly from the Citigroup Inc. affiliate maintaining my account(s) and/or providing me the services available through Citi Private Bank, including those materials covered by laws which require delivery to be "in writing", account statements, contract notes or trade confirmations,
- 6C.6.5 account inquiry and
- 6C.6.6 providing or verifying sensitive personally identifiable information, unless otherwise agreed to by Citibank.
- In any event, I understand and agree that Citibank can disallow using Third Party Messaging Platform for any purpose at any time.
- 6C.7 Unless otherwise agreed to by Citibank, I acknowledge and agree that I will not use the Third Party Messaging Platform to carry out the following:
- 6C.7.1 Order placement or initiating or authorising transactions,
- 6C.7.2 Updating of account information such as my phone number or mailing address,
- 6C.7.3 Use the voice or video call function of any Third Party Messaging Platform to communicate with Citibank and its representatives, and/or
- 6C.7.4 Any other purpose of which Citibank shall determine from time to time.
- 6C.8 I will keep all Codes used to identify me or verify my identity confidential and will not share or disclose it to any other person. "Codes" means any of Citibank's prescribed security procedures or any of Citibank's prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with any Communication or dealing with Citibank.
- 6C.9 I agree and consent to my Authorised Signatories' use of the Third Party Messaging Platform as set out in these Third Party Messaging Terms. I represent and warrant that I have obtained and/or will, prior to the use of any Third Party Messaging Platform by an Authorised Signatory, obtain the agreement and consent of the Authorised Signatory to these Third Party Messaging Terms, including any updates and changes and all related supplements thereto. My Authorised Signatory's use of the Third Party Messaging Platform shall in any event constitute such continued agreement and consent.
- 6C.10 I will bear all risks, and Citibank is not responsible or liable for, losses arising from Communications provided through any Third Party Messaging Platform, except and except only for losses or damages which result directly and solely from Citibank's fraud, wilful misconduct or gross negligence. These risks include, but are not limited to, risks resulting from errors, mutilation, interruption or delay in transmission, power failure, interception by third parties, data corruption, viruses, transmission errors, breakdown of telecommunication networks, industrial action or disputes, or fraud or forgery of any person other than Citibank or its employees. Subject to Applicable Laws, I will indemnify an Indemnified Person on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and
- 6C.6.4 發送和/或接收文件，如（i）定期賬戶賬單、（ii）關係報告及其他定期或應要求的報告、（iii）賬戶通知及通訊、（iv）交易確認書、（v）成交單據、（vi）招股說明書、（vii）集團材料（如有關以集團式首次公開招股或其他證券要約的初步通過的通訊、信息、通知和要約材料）、（viii）結構性票據或投資產品要約（如初步定價補充或條款清單、基本招股說明書、招股說明書補充及初步和最終定價補充）、（ix）與投資或市場狀況有關的報告、分析或其他材料和資料、（x）委任代表相關材料和其他股東材料（如委任代表聲明、委任代表卡、投票指示請求、同意或授權表格、及類似項目以及其他股東通訊如季度、半年度和年度報告、若干招股說明書、新聞通訊及類似項目），及（xi）本人可選擇以電子方式直接從Citigroup Inc. 附屬成員接收以維持本人的帳戶和/或通過花旗銀行或銀行的服務供應商間接向本人提供服務的任何其他材料，包括根據法律規定要求以“書面形式”交付的材料、賬戶賬單、成交單據或交易確認書，
- 6C.6.5 賬戶查詢及
- 6C.6.6 提供或驗證敏感的個人身份資料。
- 在任何情況下，本人理解並同意花旗銀行可隨時就任何目的禁止使用第三方訊息收發平台。
- 6C.7 除非花旗銀行另行同意，否則本人確認並同意本人不會將第三方訊息收發平台用作：
- 6C.7.1 下訂單或發起或授權交易，
- 6C.7.2 更新賬戶資料，如本人的電話號碼或郵寄地址，
- 6C.7.3 使用任何第三方訊息收發平台的語音或視頻通話功能與花旗銀行及其代表通話，和/或
- 6C.7.4 花旗銀行不時訂明的任何其他目的。
- 6C.8 本人將對用於識別本人身份或驗證本人的身份的所有代碼保密，並不會將其分享或透露給任何其他人。“代碼”是指用於與花旗銀行的任何通訊或交易、花旗銀行規定的任何安全程序或花旗銀行規定的任何登入密碼、電子簽名、密碼、身份證明編號、令牌、電子儀器或其他設備。
- 6C.9 本人同意並准許本人的授權簽署人使用此等第三方訊息收發平台條款中所述的第三方訊息收發平台。本人陳述並保證，在授權簽署人使用任何第三方訊息收發平台之前，本人已經獲取和/或將獲取授權簽署人對此等第三方訊息收發平台條款（包括其任何更新和變更及所有與之相關的補充）的同意及贊同。在任何情況下，本人的授權簽署人使用第三方訊息收發平台均應構成此等持續的同意及贊同。
- 6C.10 本人將承擔一切風險，而花旗銀行無需為透過任何第三方訊息收發平台提供的通訊所造成的損失承擔任何責任，但僅因花旗銀行的欺詐行為、故意不當行為或重大過失造成的直接損失或損害除外。此等風險包括但不限於因錯誤、毀損、傳輸中斷或延誤、電源故障、第三方攔截、數據損壞、電子病毒、傳輸錯誤、電信網絡故障、工業行動或糾紛，或花旗銀行或其僱員以外的任何人的欺詐或偽造，而導致的風險。受限於適用法律，本人將應要求對獲賠償人士就因花旗銀行透過第三方訊息收發平台接收到且其合理相信是由本人或代表本人發出的任何通訊而引起或導致或與之有關的任何損失、賠償金、合理的費用（包括按全數彌償基準的合理的法律費用）、罰款、開支（包括所有稅項、稅款及其他徵稅、利息）、訴訟、訟案、法律程序、申索、命令，及任何其他要求、債項或對任何物業或投資的損失或損害作出彌償，及本人會受花旗銀行因該通訊而訂立的所有通訊和交易及採取的行動約束並追認該等通訊、交易及行動。花旗銀行的任何僱員接受透過任何第三方訊息收發平台發出的任何通訊前須經花旗銀行的批准，而花旗銀行可拒絕執行任何接收到的通訊內的任何指示或要約。

any other demands, liabilities or loss or damage to any property or investments arising from or as a result of or in connection with acting on any Communication received by Citibank through a Third Party Messaging Platform which it reasonably believes to have been given by or on my behalf, and I am and will be bound by and ratify all Communications and transactions entered into or action taken by Citibank as the result of such Communication. Acceptance by any of Citibank's employees of any Communication given through any Third Party Messaging Platform is subject to Citibank's approval and Citibank may refuse to carry out any instruction or offer received or act on any Communication received.

6C.11 I agree that my Authorised Signatories and I shall comply with any guidelines or policies that Citibank may issue in relation to my and/or my Authorised Signatories' use of Third Party Messaging Platforms from time to time. I further understand and agree that any failure to comply with such guidelines and policies may result in Citibank terminating or suspending the Communications through the Third Party Messaging Platforms.

6C.12 I consent to Citibank recording and retaining all Communications between me or my Authorised Signatory and Citibank (whether such Communications relate to or are in connection with instructions from me or my Authorised Signatory), and any such records of Citibank, in the absence of manifest error, are conclusive and binding evidence against me of the fact and content of the Communications. I understand and agree that Citibank may monitor and will retain Communications sent through Third Party Messaging Platforms according to Citibank's internal policies and to comply with the Applicable Laws and Regulator Expectations.

6C.13 For the purposes of this clause 6C, the following terms have the meanings prescribed below:

"Communications" means any communication, message, document, image, voice or video recordings or file.

"Third Party Messaging Platform" means any third party messaging platform, entity or service that provides messaging, Internet calling and other services as approved by Citibank and informed to me from time to time.

"Verified Contact Detail" means any contact detail used by me or my Authorised Signatories which I have authorised Citibank to use in relation to my Account(s) including mobile phone numbers, email addresses and such other identification tag assigned by or registered with a Third Party Messaging Platform.

7 Operation of Accounts and Payments to Citibank

7.1 Deposits with or obligations of Citibank's branch in any particular jurisdiction will be paid or payable by and at that branch only and are subject to the Applicable Laws and Regulator Expectations of that jurisdiction. No other Citigroup Company shall be responsible for payment of these deposits and obligations whether due to restrictions (including Force Majeure) beyond the control of that branch which prevents it from fulfilling its obligations hereunder or otherwise. In this context, "restrictions" shall not include restrictions on payment directly due to liquidation or insolvency. I agree that I will have no claim or action outside the jurisdiction in which these deposits and obligations are made or owed and I have no right of recourse or set-off against the assets of Citibank's head office or assets of any other branch or Citigroup Company and I waive all such claims, actions and rights of recourse.

7.2 Citibank may:

7.2.1 honour and comply with orders to pay and any other documents whatsoever expressed to be drawn, signed, accepted, endorsed or made or given by me or my Authorised Signatory and presented against an Account, whether the Account is in credit or in debit (but always without prejudice to Citibank's right to refuse any unauthorised overdraft); and

7.2.2 honour and comply with all Instructions in accordance with the Terms, whether to withdraw monies from an Account, to deliver, dispose of or deal with any Securities, deeds or documents or other property whatsoever from time to time in Citibank's possession for the Account whether by way of security or safe custody or otherwise,

but in each case, always without prejudice to Citibank's right of security therein or set-off against the same.

6C.11 本人同意本人的授權簽署人及本人應遵守花旗銀行可能就本人和/或本人的授權簽署人使用第三方訊息收發平台而不時發佈的任何準則或政策。本人進一步理解並同意，任何不遵守此等準則和政策的行為均可導致花旗銀行終止或暫停透過第三方訊息收發平台發送通訊。

6C.12 本人同意花旗銀行記錄並保留本人或本人的授權簽署人與花旗銀行之間的所有通訊（不論此等通訊與本人或本人的授權簽署人的指示有關與否），而花旗銀行的任何此等記錄，如無明顯錯誤，就通訊的實情及內容而言均為對本人不可推翻及具約束力的證明。本人理解並同意，花旗銀行可根據花旗銀行的內部政策並因遵守適用法律及監管當局的期望，監控並保留透過第三方訊息收發平台發送的通訊。

6C.13 就第6C條而言，以下用語具有以下規定的含義：

"通訊通訊"是指任何通訊、訊息、文件、圖像、語音或視頻記錄或檔案。

"第三方訊息收發平台"是指經由花旗銀行批准並不時通知本人，提供訊息傳遞、網絡電話及其他服務的任何第三方訊息收發平台、實體或服務。

"已驗證的聯繫方式"是指本人或本人的授權簽署人所使用的，且本人已授權花旗銀行用於本人的賬戶的任何聯繫方式，包括手提電話號碼、電子郵件地址及由第三方訊息收發平台分配或註冊的其他識別標識。

7. 賬戶操作及付款予花旗銀行

7.1 在任何特定司法管轄區的花旗銀行分行的存款或債務將只會在該分行獲支付或予以支付，並受限於該司法管轄區的適用法律及監管當局的期望。所有其他花旗集團公司均不就支付此等存款及債務負責，不論是因該分行無法控制的限制(包括不可抗力)而妨礙其履行此下的債務或其他原因。(在本文意中，"限制"並不包括直接因清盤或無力償債而產生的付款限制。)本人同意本人將不會在繳存此等存款或欠負此等債務的司法管轄區外提出申索或訴訟，且本人無權對花旗銀行總辦事處的資產或任何其他分行或花旗集團公司的資產有任何追索或抵銷權，及本人放棄所有該等申索、訴訟及追索權。

7.2 花旗銀行可：

7.2.1 承兌及遵從由本人或本人的授權簽署人發出的付款指令或明示由本人或本人的授權簽署人開出、簽署、接納、背書或作出或發出並向賬戶出示的任何其他文件，不論賬戶是否有結存或是欠款(但無損於花旗銀行拒絕任何未經授權透支的權利)；及

7.2.2 根據條款執行及遵從所有指示，不論是從賬戶提取款項、交付、處置或處理花旗銀行就賬戶不時管有(不論是透過抵押或保管或其他方式)的任何證券、文書或文件或任何其他財產，

但在任何情況下，無損於花旗銀行在當中的抵押權利或對之作出的抵銷權利。

- 7.3 All cheques and other instruments shall be drawn and all cheques shall be submitted for payment or collection in accordance with the Terms and Citibank's policies and procedures. Citibank may refuse to accept for collection cheques and other instruments that are drawn in favour of any person other than me or which appears to any officer, Agent or employee of Citibank to be irregular or to have been altered, amended or cancelled in any respect without authorisation or endorsement of the drawer or any endorsee.
- 7.4 Without limitation to the generality of Clause 12 and subject to Applicable Laws, I will indemnify Citibank on demand against any losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines, expenses including all duties and other levies, interest, actions, suits, proceedings, claims, orders and other demands, liabilities or loss or damage to any property or Investments which may be brought against it or which may be incurred by Citibank:
- 7.4.1 in acting as collecting banker for me or in collecting any payment for me; and/or
- 7.4.2 in collecting any cheque or other instrument for me or crediting to any Account the proceeds thereof, notwithstanding that such cheque or instrument is made payable or endorsed to any person other than me.
- 7.5 All cheques or other instruments deposited with or received by Citibank for collection shall be despatched for collection at my risk by mail or any other means selected by Citibank and to such correspondents selected or used by Citibank for the purpose.
- 7.6 Unless Citibank otherwise agrees, cheques (including marked cheques) and other instruments received by Citibank for collection and credited to any Account cannot be drawn against without Citibank's consent until the proceeds thereof have been received by Citibank and any credit entry made to the Account with respect thereto shall be provisional and may be reversed by Citibank if the full proceeds (or any part thereof) are not received by Citibank by such time as Citibank may stipulate, including where the cheque is dishonoured for any reason. Citibank will effect such debit even if:
- 7.6.1 the Account becomes overdrawn;
- 7.6.2 my statement records the item; or
- 7.6.3 Citibank previously allowed me to make a payment or to take cash against the item.
- 7.7 As entries are credited to the Account in the expectation that they will clear, the balance shown on my statement or given in response to an enquiry may include uncleared items. I may incur charges and interest if payments are made from an Account before funds are cleared.
- 7.8 Citibank will only credit interest to such Account as is agreed to be interest bearing. Information about the prevailing interest rate and basis of calculation (whether it is on a simple or compound basis) is available on request. Citibank may vary interest rates from time to time. Interest is calculated up to but excluding the maturity date and is payable at such intervals as may be agreed for such Account. Interest is calculated at the prevailing interest rate determined by Citibank, on a 365-day year basis in respect of amounts in Hong Kong dollars or Singapore dollars or if in any other currency, on the customary money market basis, and will be credited to such Account in arrears.
- 7.9 Interest will only be paid on the balance that Citibank treats as cleared for interest. I authorise Citibank to transfer from any Account in my name such sum as may be necessary to ensure that such minimum balance requirements are satisfied. Citibank will not be liable to me for any loss of interest, cost or expense incurred by reason of such transfer.
- 7.10 I agree that if any amount paid to an Account is paid in a currency other than the currency of the Account, Citibank is authorised to convert the amount into the currency of the Account and in a manner Citibank considers appropriate at its prevailing rate of exchange, and where the amount is paid to the Account by way of cheques, subject to the provisions of this Clause 7 (including Clauses 7.6 and 7.7). I shall bear any costs, expenses or fees incurred in respect of such conversion. If the cheque is subsequently dishonoured (the "Reversal Day"), the amount in the currency of an Account shall be converted into the foreign currency amount of the cheque in a manner which, in Citibank's discretion, it considers appropriate, at
- 7.3 所有支票及其他票據須根據條款及花旗銀行的政策及程序開出及所有支票須據之而提交作支付或託收。花旗銀行可拒絕接納向本人以外的任何人士開出或花旗銀行的任何職員、代理或僱員認為其看來異常或似未經出票人或任何承背書人的授權或背書下在某方面被修改、修正或取消的託收支票及其他票據。
- 7.4 在無損於第12條的一般性的原則下及受限於適用法律，本人應要求就花旗銀行在以下情況招致的任何損失、損害、合理的費用(包括完全彌償基準上的合理的法律費用)、罰款、包括全部稅項及其他徵費的開支、利息、行動、訴訟、法律程序、申索、命令及其他要求、債項或對任何物業或投資而可向其追索或其可招致的損失及損害對花旗銀行作出彌償：
- 7.4.1 以本人的託收銀行身份行事或代本人收取任何款項時；及/或
- 7.4.2 代本人託收任何支票或其他票據或將其進款存入任何賬戶時，管該支票或票據是支付或背書予本人以外的任何人士。
- 7.5 向花旗銀行繳存或花旗銀行就託收而收取的所有支票或其他票據，應以郵遞或花旗銀行選擇的任何其他方式就託收而送遞(風險由本人承擔)予花旗銀行所選擇或採用的聯絡人。
- 7.6 除非花旗銀行另行同意，否則花旗銀行就託收而收取並存入任何賬戶的支票(包括保兌支票)及其他票據，在未經花旗銀行同意下不可支取，直至花旗銀行已收妥進款，及就之而記入賬戶的任何入賬應為臨時性，若花旗銀行在其訂明的時間內未有收到全數進款(或其任何部份)，包括支票因任何理由未能兌現的情況，花旗銀行可予以推翻。花旗銀行將進行有關扣賬即使：
- 7.6.1 賬戶已透支；
- 7.6.2 本人的結單已記入該筆款項；或
- 7.6.3 花旗銀行較早前准許本人以該筆款項付款或提取現金。
- 7.7 由於賬戶的入賬記錄是預計其將會結算，本人的結單所顯示或查詢所得的結餘款額可能包括未結算款項。若在款項結算前從賬戶支出款項，本人可能會被收取費用及利息。
- 7.8 花旗銀行將只向協議附息的賬戶存入利息。有關當時的利率及計算基礎的資料(無論是以簡或複式計算)可應要求提供。花旗銀行可不時更改利率。利息計算至到期日為止(但不包括該日)，並就該賬戶協議的該段期間支付。利息以花旗銀行所定的當時的利率，就港元或新加坡元而言以每年365天計算或如以任何其他貨幣計算，即按照其特定貨幣市場計算為基礎且將會後存入該賬戶。
- 7.9 花旗銀行只會向已結算結餘款項支付利息。本人授權花旗銀行從以本人的名義開立的任何賬戶轉移以確保維持該最低結餘款項要求所必須的該數額。花旗銀行將無須就因該轉移而招致的任何利息、費用或開支上的損失向本人負責。
- 7.10 本人同意若任何款項是以賬戶的貨幣單位以外的其他貨幣存入賬戶，花旗銀行獲授權以其認為合適的方式按其當時的匯率將該款項兌換成賬戶的貨幣單位，及如款項是以支票存入賬戶，則受限於本第7條的條文(包括第7.6及7.7條)。本人須負責就該兌換而招致的任何費用、開支或收費。如支票及後無法兌現("反向日")，以賬戶貨幣為單位的款項應以花旗銀行按其酌情權認為合適的方式按其當時的匯率，兌換成支票以之為單位的外幣。賬戶因處理支票當日及交收日或(視乎情況而定)反向日之間的外匯變動而引起的任何兌換得益或損失將由本人負責及由本人承擔。

- its prevailing rate of exchange. Any exchange gains or losses to an Account arising out of the foreign exchange movement between the cheque processing day and the value day or, as the case may be, the Reversal Day will be borne by me and are for my account.
- 7.11 In order to pay the proceeds of any transaction, instrument or other transfer to an Account (if denominated in a currency other than the currency of the Account) and for the settlement and facilitation of investment, trading or other transactions, Citibank may convert such proceeds into the currency of the Account and in a manner, which in Citibank's discretion, it considers appropriate at its prevailing rate of exchange. I shall bear any costs, expenses or fees incurred in respect of such conversion. For the avoidance of doubt, Citibank may, if it wishes or deems appropriate, pay in currencies other than that in which an Account was opened or my Investments were made.
- 7.12 Citibank shall have no responsibility to me for any delay or loss in the withdrawal or transmission of funds for any reason beyond Citibank's control.
- 7.13 In the event of the loss of a draft, mail transfer or other message, I agree that Citibank may, at its discretion, require that I, and I will, sign a letter of indemnity in the terms required by Citibank before Citibank will consider the issue of any replacement. A refund of monies withdrawn from an Account for any payment to be made under a draft, mail transfer or other message may be made by Citibank at its discretion and Citibank may require that it first receives notice of effective cancellation of the payment of the funds prior to making any such refund.
- 7.14 Any payments due from me to Citibank (including any stamp duty, taxes, costs, charges and expenses (including any goods and services taxes payable in relation and, in addition, thereto)) shall be made at such times, in such amounts and to such accounts as Citibank may specify. All payments by me shall be made in full, without set-off or counterclaim and free and clear of any deductions or withholdings on account of any tax or otherwise or of an amount for or on account of, or which represents withholding, income tax, value added tax, tax on the purchase of any property, duties or other amounts which are required to be withheld or deducted to comply with any Applicable Laws. If I am obliged by any Applicable Laws to deduct or withhold any such sum from any payment due to Citibank, I shall increase the amount of the payment so that the Net Amount received by Citibank shall equal the amount due.
- 7.15 My payment obligations shall not be discharged by an amount paid in a currency other than that in which such payment is due ("**stipulated currency**") (whether pursuant to a judgment or otherwise) and to the extent that the amount so paid, on conversion to the stipulated currency, does not yield the amount due in the stipulated currency, I shall, without limitation to the generality of Clause 12, fully indemnify Citibank on demand, in the stipulated currency, against such deficiency and against all other losses (including the cost of making any currency purchase or exchange) which Citibank may incur or suffer, as a consequence, provided always that Citibank shall not be obliged to make such purchase or exchange and it shall be sufficient for Citibank to show that it would have suffered the stipulated currency deficiency had an actual purchase or exchange been made.
- 7.16 Citibank shall be entitled to charge interest in respect of any sums due to it and unpaid by me at such rates as Citibank may determine until all such sums are fully repaid, as well as before and after judgment (if applicable).
- 7.17 In the event that any Authority imposes a tax or a negative interest rate to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction, Citibank shall debit such tax or negative interest or impose a monthly fee or charge in lieu of such tax or negative interest as may be applicable and the balance or amount of the deposit may eventually be less than the initial deposit placed with Citibank. Citibank shall have the right to modify (increase or decrease) the rate of interest or equivalent monthly fee or charge applied to account balances or to time deposits or placements of funds denominated in the currency of that jurisdiction.
- 7.11 為存入賬戶任何交易、票據或其他轉賬的進款(如以賬戶貨幣以外的貨幣為單位)及為結算及有利投資、買賣或其他交易,花旗銀行可按其酌情權以其認為合適的方式按其當時的匯率,將該進款兌換成賬戶的貨幣單位。本人須負責就該兌換而招致的任何費用、開支或收費。為免疑問,花旗銀行可(若其願意或認為合適)以賬戶以之為單位開立或本人以之為單位進行投資的貨幣以外的其他貨幣支付。
- 7.12 花旗銀行無須就因其無法控制的任何理由而造成的支取或傳送款項時的任何延誤或損失對本人負責。
- 7.13 如匯票、郵匯或其他訊息遭遺失,本人同意花旗銀行可按其酌情權要求本人在花旗銀行考慮任何重發前簽署,及本人亦將會簽署,載有花旗銀行要求的條款的彌償書。花旗銀行可按其酌情權退還為支付在匯票、郵匯或其他訊息下的任何款項而從賬戶中提取的款項,而且花旗銀行可要求在作出任何退還前先收到有效取消付款通知書。
- 7.14 本人應支付予花旗銀行的任何款項(包括任何印花稅、稅項、費用、收費及開支(包括就之或須額外支付的任何貨品及服務稅))須在花旗銀行訂明的該等時候向其所指定的該等賬戶存入其所指定的該等數額。本人支付的所有款項均須為全額支付,不作抵銷或反申索及不作因任何稅項或其他情況的任何扣減或預扣,亦免除數目是、為或代表預扣及入息稅、增值稅、購買物業的稅項、稅款或為遵守任何適用法律而要求預扣或扣減的其他款項。若本人在任何適用法律下有責任從應支付予花旗銀行的任何款項中扣減或預扣任何款項,本人應增加支付款項的金額,以使花旗銀行所收到的淨金額相等於被欠負的金額。
- 7.15 以到期應付款項的貨幣單位("指定貨幣")(不論是按照判令或其他情況)以外的其他貨幣支付的款額並不解除本人的付款責任,並且就已支付的款額,在兌換成指定貨幣後並不產生以指定貨幣為單位的到期應付款項,本人須(在不限制第12條的一般性的原則下)以指定貨幣,就該不足之數及花旗銀行因之而可招致或蒙受的所有其他損失(包括購買任何貨幣或匯兌的費用)應要求對花旗銀行作完全彌償,惟花旗銀行並無責任作該購買或匯兌,且花旗銀行只需證明若作出實際購買或匯兌其本應會蒙受指定貨幣虧絀即已足夠。
- 7.16 花旗銀行有權就欠負花旗銀行而本人未支付的任何款項,按其決定的利率徵收利息,直至該等款項全數償還為止(判決前及後(如適用))。
- 7.17 在任何機關對賬戶餘額或以該司法管轄區的貨幣作單位的定期存款或放置的資金徵收稅項或負利率的情況下,花旗銀行將扣減該等稅項或負利息或徵收每月的費用或收費以取代該等可能適用的稅項或負利息,而款項的餘額最終可能少於最初放置於花旗銀行的存款。花旗銀行有權修改(上調或下調)適用於賬戶餘額或以該司法管轄區的貨幣作單位的定期存款或放置的資金利率或相等的每月的費用或收費。

8 Various Accounts

Part A: JOINT ACCOUNTS WITH RIGHT OF SURVIVORSHIP

- 8.1 Part A of this Clause 8 is applicable where an Account is in the names of or opened by two or more persons. All agreements, obligations, powers, authorities and liabilities herein on our part shall be deemed to be joint and several.
- 8.2 Each of us, as joint account holders, agrees (unless Citibank and each joint account holder otherwise agrees in writing) that I have authority independently and severally (as full as if I was the only person entering into the Terms) on behalf of the other(s) to:
- 8.2.1 give or receive any Instruction, notice, request or acknowledgement without notice to the others, including an Instruction to liquidate or withdraw Investments or monies from our Account;
- 8.2.2 sign for and operate our Account in any manner as I think fit;
- 8.2.3 request Citibank to provide new Services for or in connection with our Account and open new Accounts on behalf of all or any of us; and
- 8.2.4 close an Account or terminate the provision of any Service, and each of us appoints the other(s) to act singly as my true and lawful attorney and agent to act for and on my behalf and in my name for such purpose. Each of us approves, ratifies and confirms whatsoever the other(s) shall do or purport to do by reason of Part A of this Clause 8. This authority shall irrevocably continue in force until Citibank has closed our Account or until Citibank has received actual notice of the death, bankruptcy or incapacity of any one of us. Each of us will take all necessary steps to give effect to this Clause 8.2.
- 8.3 Where Citibank reasonably suspects that there is a breakdown in the relationship between any of us and/or separate Instructions are given by two or more of us and they are in conflict, Citibank may at its discretion:
- 8.3.1 act on any of our instructions;
- 8.3.2 delay in acting on our instructions until the apparent conflict has been resolved; or
- 8.3.3 act only on our unanimous Instructions.
- 8.4 Any one or more or all of us may provide Citibank an effective and final discharge in respect of Citibank's obligations to any one or more of us or in respect of all of Citibank's obligations under the Terms.
- 8.5 Citibank's obligation to notify us in respect of any matter from which such an obligation arises is discharged if it notifies any of us.
- 8.6 Without affecting Citibank's rights and remedies against any of us, Citibank may settle, compound or vary the liability of or grant time or other indulgence to any of us without prejudicing Citibank's rights and remedies against any of us.
- 8.7 The provisions of Part A of this Clause 8 will apply regardless of the relationship between us or our successors, and regardless, in particular, of our respective rights of ownership of the assets in our Account, whether or not notice thereof shall have been given to Citibank.
- 8.8 In the event of death of any one of us, the balance in our Account and our Investments at the time of such death shall belong to the survivor(s) to the fullest extent permissible under any Applicable Laws and may be disposed of by such survivor(s) subject to any estate or other tax requirements or requirements imposed by Citibank.
- 8.9 We further agree that each of us shall be jointly and individually responsible for any overdrafts, credit extensions, charges, fees or other debts related to our Account or Investments, notwithstanding that either or any of us did not incur the debt, or benefit from or participate in the Investments or related activities. Citibank may set-off any of our joint or individual debt to Citibank or any Citigroup Company against any Account held by any of us (whether held singly or jointly).

8. 各類賬戶

A部份：具有生存者取得權之聯名賬戶

- 8.1 本第8條A部份適用於賬戶以兩位或以上的人士的名義持有或開立。吾等在此下的所有協議、責任、權力、權限及債項均應被視為共同及各別的。
- 8.2 吾等當中每一位，以聯名賬戶持有人的身份，同意(除非花旗銀行及每位聯名賬戶持有人另行以書面同意)本人獨立及各地具有權限(至完全的程度猶如本人為唯一一人訂立條款一樣)代表其他人士：
- 8.2.1 發出或接受任何指示、通知、要求或確認，包括清算或提取投資或吾等賬戶中的款項，而無須通知其他各位；
- 8.2.2 以本人認為合適的任何方式就吾等的賬戶簽署及操作吾等的賬戶；
- 8.2.3 要求花旗銀行就吾等的賬戶提供新服務及代表吾等全體或任何一位開立新賬戶；及
- 8.2.4 結束賬戶或終止任何服務的提供，
- 而吾等每一位均委任其他各位單獨以本人的真實及合法的受託代表人及代理人的身份，就此目的代表本人及以本人的名義行事。吾等每一位均批准、追認及確認其他各位因本第8條A部份作出或聲稱作出的任何作為。本權限不可撤回地繼續生效，直至花旗銀行結束吾等的賬戶或直至花旗銀行收到吾等任何一位的身故、破產或無行為能力的實際通知為止。吾等每位將採取所有必要的步驟以讓本第8.2條有效。
- 8.3 當花旗銀行合理地懷疑任何吾等之間有關係破裂及/或吾等當中兩位或以上發出不同而相互抵觸的指示，花旗銀行可按其酌情權：
- 8.3.1 執行吾等的指示當中任何一項指示；
- 8.3.2 延遲執行吾等的指示直至表面抵觸解決為止；或
- 8.3.3 只執行吾等一致的指示。
- 8.4 吾等當中任何一位或多位或全體可就花旗銀行對吾等當中任何一位或多位的責任或就花旗銀行在條款下的所有責任給予花旗銀行有效及最終的解除。
- 8.5 花旗銀行有責任就任何引起通知責任的事情通知吾等，如已通知吾等當中任何一位，則該責任經已解除。
- 8.6 在不影響花旗銀行對吾等當中任何一位的權利及補救方法的情況下，花旗銀行可結算、了結或更改吾等當中任何一位的債項或向吾等當中任何一位給予時間或其他寬限，而無損於花旗銀行對吾等當中任何一位的權利及補救方法。
- 8.7 本第8條A部份的條文將適用，不論吾等或吾等的繼承人的關係，亦尤其不論吾等各自對吾等賬戶中的資產的擁有權，不管有否就之向花旗銀行作出通知。
- 8.8 如吾等當中任何一位身故，於身故時在吾等賬戶中的結餘及吾等的投資在任何適用法律許可之最大限度下屬於尚存者(等)所有，並可由該(等)尚存者按任何遺產或其他稅項規定或花旗銀行施加的規定處置之。
- 8.9 吾等進一步同意吾等當中每一位均共同及各自地就與吾等的賬戶或投資有關的任何透支、信貸延長、收費、費用或其他債項負責，儘管吾等當中的其中一位或任何一位並沒有招致債項或因投資或相關活動得益或參與其中。花旗銀行可在吾等當中任何一位所持有(不論是單獨或共同持有)的任何賬戶中抵銷任何吾等共同或單獨欠負花旗銀行或任何花旗集團公司的債項。

Part B: PARTNERSHIP ACCOUNTS

8.10 Where we are a partnership:

- 8.10.1 any Liabilities owing by us or any of us in connection with an Account, whether in the name of or on behalf of the partnership or otherwise, will be the joint and several liability of the persons constituting our partners at any time;
- 8.10.2 Subject to any agreement between Citibank and us to the contrary, Citibank can treat any partner as:
- (a) having authority to act on our behalf;
 - (b) having authority to give any Instruction on our behalf; and
 - (c) an authorised person for the purpose of the Terms until Citibank has received written notice of such person's retirement or resignation as a partner;
- 8.10.3 if Citibank receives Instructions from any one or more of the partners which, in its opinion, contradicts the Instructions of any other partner(s), Citibank will be entitled, upon notice being given to any one partner, to thereafter act only on the unanimous Instructions of all partners and/or take such action as Citibank deems fit;
- 8.10.4 any demand or notice given by Citibank to any one or more of our partners shall be deemed to be a demand or notice given to all such partners;
- 8.10.5 Citibank shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in any partnership agreement save and except where Citibank has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the partners and provisions relevant in order for Citibank to determine the general signing powers of the relevant partners and the reasons for opening an Account and requesting any Services. In particular, Citibank has no duty or obligation to review the terms of the partnership agreement or the powers and duties of each partner, nor to determine whether the partner(s) is in breach of the provisions of the partnership agreement and shall be deemed not to have any such knowledge, whether actual or constructive, thereof;
- 8.10.6 every one of our partners at any time will continue to be:
- (a) bound by the Terms in respect of the Account; and
 - (b) jointly and severally liable to Citibank in respect of my Liabilities and all transactions made or effected on any Account or Service,
- even if any person bound and liable as a partner has retired, resigned, died, become incapacitated, become bankrupt or otherwise, and even if any new partner has been admitted; and
- 8.10.7 every one of our partners hereby authorises Citibank at any time and without notice to us to combine or consolidate all or any:
- (a) Accounts of the partnership; and
 - (b) individual accounts of the partners,
- with each one or more or all our Liabilities and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of all such Liabilities.

Part C: TRUST ACCOUNTS

8.11 Where I am acting as trustee of a trust:

- 8.11.1 Citibank will deal with me and be entitled to deal with me as a customer as if there were no trust constituted or subsisting and without prejudice to the foregoing, Citibank is not obliged to:
- (a) accept cheques or payment orders for clearing or collection for credit to an Account other than those drawn or made in my favour;

B部份：合夥賬戶

8.10 在吾等屬合夥的情況下：

- 8.10.1 吾等或吾等當中任何一位就賬戶欠負的任何債項，不論是否以合夥的名義或代表合夥或其他情況，將成為在任何時間組成吾等合夥人的人士的共同及各別責任；
- 8.10.2 受限於花旗銀行與吾等之間的任何相反協議，花旗銀行可視任何合夥人為：
- (a) 具有權限代表吾等行事；
 - (b) 有權限代表吾等發出任何指示；及
 - (c) 就條款而言為獲授權人士，直至花旗銀行收到該位人士退任或辭任合夥人的書面通知為止；
- 8.10.3 若花旗銀行收到任何一位或以上合夥人的指示，而其認為與任何其他合夥人的指示相互抵觸，一經向任何一位合夥人發出通知，花旗銀行有權其後只執行全體合夥人的一致指示及/或採取花旗銀行認為合適的行動；
- 8.10.4 花旗銀行向吾等合夥人中的任何一位或以上發出的任何索求或通知，應被視為向全體合夥人發出索求或通知；
- 8.10.5 花旗銀行應被視為不知道(不論是實際或推定或其他情況)任何合夥協議中的任何條文，除非花旗銀行實際知悉，在此情況下該實際知悉應被視為只限於與合夥人的身份有關的條文及與花旗銀行決定有關合夥人的一般簽署權力及開立賬戶及要求任何服務的理由有關的條文。尤其是花旗銀行並無職責或責任審查合夥協議的條款或各合夥人的權力及職責，或決定合夥人(等)有否違反合夥協議的條文，並應被視為完全不知悉(不論是實際或推定)；
- 8.10.6 吾等合夥人當中的每一位將繼續隨時：
- (a) 就賬戶受條款約束；及
 - (b) 共同及各別地就本人的債項及透過任何賬戶或服務而進行或完成的所有交易向花旗銀行負責，
- 儘管任何作為合夥人而受約束及負責的人士已退任、辭任、身故、失去行為能力、破產或發生其他狀況，及儘管任何新合夥人已加入；及
- 8.10.7 吾等合夥人當中的每一位茲授權花旗銀行在任何時間不具通知吾等而將全部或任何：
- (a) 合夥的賬戶；及
 - (b) 合夥人的個人賬戶，
- 與吾等的一項或多項或全部債項合併或綜合，並抵銷或轉移任何一個或多個該等賬戶中的任何結存款項以抵償任何所有該等債項。

C部份：信託賬戶

8.11 當本人以信託的受託人的身份行事：

- 8.11.1 花旗銀行將視本人及有權視本人為客戶，猶如信託並沒有成立或不存，及在無損於前述條文的情況下，花旗銀行並無責任：
- (a) 接受非向本人開出或作出的支票或付款指令存入賬戶作結算或託收；

- | | |
|--|--|
| <p>(b) act on any Instructions relating to an Account or any Service other than from me; or</p> <p>(c) obtain any consent from or see to the execution of any trust for any person;</p> | <p>(b) 執行非由本人發出的任何與賬戶或任何服務有關的指示；或</p> <p>(c) 獲取任何人士的任何同意或為任何人士辦理簽立任何信託；</p> |
| <p>8.11.2 Citibank may require me to provide it with, and I will provide Citibank with, such information on any settlor, beneficiary or any other person under the trust ("persons under the trust") as may be required by Citibank. If I cannot disclose such information due to my having entered into any confidentiality agreement in respect thereof, I must:</p> <p>(a) provide Citibank with undertakings in form and substance satisfactory to it and in relation to such matters as Citibank may from time to time require; and</p> <p>(b) upon Citibank's request, promptly provide Citibank with information and documents relating to all such persons under the trust;</p> | <p>8.11.2 花旗銀行可要求而本人亦將會向花旗銀行提供其所要求的信託下的任何財產授予人、受益人或任何其他人士("信託下人士")的資料。若本人因已訂立任何與該等資料有關的保密協議而不可予以披露，本人必須：</p> <p>(a) 在花旗銀行不時要求下，就該等事宜向花旗銀行提交形式及內容均令其滿意的承諾書；及</p> <p>(b) 應花旗銀行的要求，立即向其提供關於所有該等信託下人士的資料及文件；</p> |
| <p>8.11.3 I must observe anti-money laundering legislation of the jurisdiction where I am resident, registered or incorporated and where an Account is located. I understand that Citibank may be requested to provide information about an Account or all persons under the trust by any relevant agency or Authority, and Citibank has no obligation to ascertain or enquire into the purpose for which such information is requested;</p> | <p>8.11.3 本人必須遵守本人居住、註冊或成立的所在司法管轄區及賬戶所在的司法管轄區的打擊清洗黑錢的法例。本人明白花旗銀行可能被任何相關機構或機關要求提供關於賬戶或所有信託下人士的資料，而花旗銀行並無責任確定或查詢所要求提供的資料的目的；</p> |
| <p>8.11.4 I represent and warrant to Citibank (which representations and warranties are deemed repeated on a continuous basis for so long as I have any Account or any outstanding Services or transactions with Citibank) that:</p> <p>(a) the trust is validly constituted in accordance with all Applicable Laws;</p> <p>(b) I am duly approved trustee of the trust whose appointment is valid and effective both under the laws of the constitution of the trust and under the trust deed or instrument constituting the trust (the "Trust Deed"), and I have the power to own assets in my capacity as trustee of the trust;</p> <p>(c) I am the sole trustee of the trust and no new trustees have been appointed, and no steps have been taken for me to resign or be replaced as the trustee and I shall forthwith notify Citibank if any such steps are taken;</p> <p>(d) all necessary steps have been taken, all discretions have been properly exercised and I have the full power and authority in my capacity as trustee of the trust to:</p> <p style="margin-left: 20px;">(i) open and operate each Account and apply for each and any Service;</p> <p style="margin-left: 20px;">(ii) execute and enter into every Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, provide any Collateral and enter into any Security Document and any other document, agreement, instrument or arrangement with Citibank from time to time, to deliver and perform my obligations under each of the aforesaid, under the constitution and under the Trust Deed;</p> <p>(e) my entry into, execution and delivery of every Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement with Citibank is in compliance with all Applicable Laws and Regulator Expectations (as the case may be);</p> <p>(f) all consents, licences, permits, registrations and approvals (including, but not limited to, governmental consents) that are required have been obtained by me with respect to the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement</p> | <p>8.11.4 本人向花旗銀行陳述及保證(此等陳述及保證應被視為在本人於花旗銀行設有任何賬戶或任何未完成的服務或交易之期間持續地重申)：</p> <p>(a) 信託根據所有適用法律有效成立；</p> <p>(b) 本人為信託的妥為認可的受託人，而本人的委任在信託章程的法律及構成信託的信託契據或文書("信託契據")下均為有效，及本人有權以信託之受託人身份擁有資產；</p> <p>(c) 本人是信託的唯一受託人，亦未有委任新受託人，亦未有採取任何步驟讓本人辭任受託人或被替任受託人，及如有採取任何該等步驟，本人須立即通知花旗銀行；</p> <p>(d) 已採取所有必要的步驟，所有酌情權亦已妥當地行使，而本人亦以信託之受託人身份具有權力及授權：</p> <p style="margin-left: 20px;">(i) (i) 開立及操作每個賬戶並申請每項服務；</p> <p style="margin-left: 20px;">(ii) 簽訂及訂立每項投資及衍生性金融商品合約、條款、衍生性金融商品投資總協議，提供任何抵押品及不時與花旗銀行訂立任何擔保文件及任何其他文件、協議、文書或安排，並交付及履行前述每項、章程及信託契據下的義務；</p> <p>(e) 本人訂立、簽訂及交付每項投資及衍生性金融商品合約、條款、衍生性金融商品投資總協議、任何擔保文件及任何其他與花旗銀行簽訂的文件、協議、文書或安排符合全部適用法律及監管當局的期望(視乎情況而定)；</p> <p>(f) 就條款、衍生性金融商品投資總協議、任何擔保文件及任何其他本人與花旗銀行簽訂的文件、協議、文書或安排，本人已獲取其所需的全部同意、特許、許可、註冊及批准(包括，但不限於，政府的同意)，且該等同意、特許、許可、註冊及批准具有十足效力及作用及其全部條件獲遵守；</p> |

between Citibank and me, and are in full force and effect and all conditions of such consents, licences, permits, registrations and approvals have been complied with;

- (g) my obligations under the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement between Citibank and me constitute legal, valid and binding obligations on me in my capacity as trustee of the trust, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law)) and no circumstances are known to me which would or might prevent me from having recourse to the assets of the trust for the purposes of meeting such obligations;
- (h) there have been no amendments to the Trust Deed which have not been disclosed in writing to Citibank, and I will not, without the prior consent of Citibank, amend the Trust Deed in a manner which could reasonably be expected to affect adversely my ability to perform my obligations under any Investment and Derivatives Contract, the Terms, the Master Derivative Agreement, any Security Document or any other document, agreement, instrument or arrangement between Citibank and me;
- (i) there are no restrictions on my right to be indemnified from the assets of the trust, other than in the express written terms of the Trust Deed or at law, and I will not do anything or omit to do anything which would jeopardise or cause me to lose or in any way compromise my right to be indemnified in full out of the assets of the trust under and in accordance with the Trust Deed. Nothing has occurred to affect that right and I am not in Default under any provision of the Trust Deed. I agree that subject to this Clause 8.11.4(i), any right which I may have in respect of reimbursement and/or recoupment from the assets of the trust shall be fully subordinated to the right of Citibank to repayment of my Liabilities and I agree not to exercise or seek to exercise such right and, where I exercise such right for any reason whatsoever, I agree and undertake to pay to Citibank an amount equal to that which is received by me from the assets of the trust up to an aggregate amount equal to the Liabilities then outstanding. Notwithstanding the foregoing, for so long as no Default Period shall be continuing, Citibank agrees that I will be entitled to exercise, and receive payment in respect of the exercise of, any right of reimbursement and/or recoupment which I may have in accordance with the terms of the Trust Deed or Applicable Laws;
- (j) where there is more than one trustee, we as trustee(s) shall be jointly and severally liable to Citibank for any of the trust's obligations to Citibank under the Terms, the Master Derivative Agreement and any of the Security Documents and any other agreement, document, instrument or arrangement between Citibank and us;
- (k) entering into and performing the terms of the Terms, the Master Derivative Agreement and any Security Documents do not violate or conflict with:
 - (i) any law or regulation applicable to me or the trust or any assets of the trust;
 - (ii) any order, judgment, award or decree of any court, arbitrator, governmental authority or other agency applicable to me, the trust or any assets of the trust; or
 - (iii) any provision of the Trust Deed or contractual restriction binding on or affecting me, the trust or any assets of the trust;

- (g) 本人在條款、衍生性金融商品投資總協議、任何擔保文件及任何其他本人與花旗銀行簽訂的文件、協議、文書或安排構成對本人以信託之受託人身份的合法、有效及有約束力的義務，並可按其各自的條款執行(受限於一般影響債權人權利的適用的破產、重組、無力償債、延期償付或類似的法律，及就可執行性而言，受限於一般應用的衡平法原則(不管在衡平法或普通法的法律程序中是否已尋求強制執行))，而且本人並無知悉會或可妨礙本人為履行其義務的目的而使用信託的資產的任何情況；
- (h) 信託契據中未有任何未有向花旗銀行以書面透露的修訂，而本人將不會在無花旗銀行事先同意下修訂信託契據，其修訂方式會被合理地預期對本人履行本人/在條款、衍生性金融商品投資總協議、任何擔保文件及任何其他本人與花旗銀行簽訂的文件、協議、文書或安排下的義務的能力有不利影響；
- (i) 本人從信託的資產中獲彌償的權利並不受限制，但在信託契據的明文書面條款中或法律上除外，而本人不會作出或忽略作出任何會危害或導致本人損失或需要以任何方式妥協本人根據信託契據在信託資產中得到全數彌償的權利的事情。並未有發生任何事情影響該權利，而本人亦未有違反信託契據的任何條文。本人同意受限於本第8.11.4(i)條，本人所可能具有與從信託的資產中獲補還及/或補償有關的任何權利，為完全排在花旗銀行獲償還本人的債項的權利之後，而本人同意不行使或尋求行使該權利，及倘若本人因任何理由行使該權利，本人同意及承諾向花旗銀行支付相當於本人從信託的資產中所取得的款額，至總額相當於當時欠負的債項。不論前文所述，只要違責期並不持續，花旗銀行同意本人將有權行使本人根據信託契據的條款或適用法律具有的任何補還及/或補償權利並就行使該權利而接受款項；
- (j) 在多於一位受託人的情況下，吾等以受託人的身份共同及各別地，就條款、衍生性金融商品投資總協議及任何擔保文件及花旗銀行與吾等之間訂立的任何其他協議、文件、文書或安排下對花旗銀行的任何信託責任而向花旗銀行負責；
- (k) 訂立及履行條款、衍生性金融商品投資總協議及任何擔保文件而不違反或抵觸：
 - (i) 適用於本人或信託或信託的任何資產的任何法律或規例；
 - (ii) 由任何法院、仲裁人、政府機關或其他機構發出，適用於本人或信託或信託的任何資產的任何命令、判決、裁決或判令
 - (iii) 對本人或信託或信託的任何資產有約束力或影響的信託契據的任何條文或合約限制；

- | | |
|---|---|
| <p>(l) no steps or proceedings have been taken for the winding up or termination of the trust;</p> <p>(m) to the extent that I am relying on the advice of any third party in respect of entry into, or the terms of, the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement with Citibank to which I am a party:</p> <p style="margin-left: 20px;">(i) I am permitted to appoint, and have validly appointed, such third party; and</p> <p style="margin-left: 20px;">(ii) I have duly considered and am permitted to rely on the advice of such third party, in each case in accordance with the terms of the Trust Deed; and</p> <p>(n) each transaction undertaken by me is and will be consistent with the terms of the Trust Deed, my business objectives, of commercial benefit and for the purpose of managing or hedging risk exposure or efficient portfolio management and is not for the purpose of speculation;</p> | <p>(l) 未有採取清盤或終止信託的步驟或程序；</p> <p>(m) 就有關條款、衍生性金融商品投資總協議、任何擔保文件及任何其他本人為一方並與花旗銀行簽訂的文件、協議、文書或安排的訂立或條款，在本人依賴任何第三者的意見的範圍內：</p> <p style="margin-left: 20px;">(i) 本人獲准委任且已有效地委任該第三者；及</p> <p style="margin-left: 20px;">(ii) 本人已妥為考慮且獲准依賴該第三者的意見，並在每個情況下均符合信託契據的條款；及</p> <p>(n) 由本人承諾進行的每項交易均及將與信託契據的條款及本人的業務目標一致、符合商業利益及以管理及對沖風險或有效組合管理為目的及並不以投機為目的；</p> |
| <p>8.11.5 if required by Citibank, I will provide Citibank with a certified true copy of the Trust Deed and a legal opinion (in form and substance acceptable to Citibank) that confirms the above;</p> | <p>8.11.5 如花旗銀行有所要求，本人將向花旗銀行提供信託契據的經核證真確本及對此予以確認的法律意見(形式及內容均為花旗銀行所接納)；</p> |
| <p>8.11.6 notwithstanding the provision by me to Citibank of any document under Clause 8.11.5, Citibank shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in the Trust Deed save and except where Citibank has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the settlor, the beneficiaries and trustees and provisions relevant in order for Citibank to determine that the trust has been constituted, the general signing powers of the trustee and its representatives, the purposes of the trust, the reasons for opening an Account and anticipated Services which may be requested for the trust. In particular, Citibank has no duty or obligation to review the terms of the Trust Deed or the powers and duties of the trustee, nor to determine or monitor whether the trustee is in breach of the provisions of the trust or the Trust Deed and shall be deemed not to have any such knowledge, whether actual or constructive, thereof;</p> | <p>8.11.6 不論本人在第8.11.5條下向花旗銀行提供的任何文件，花旗銀行應被視為不知悉(不論是實際上或推定或其他情況)信託契據中的任何條文，除非花旗銀行實際知悉，在此情況下該實際知悉應被視為只限於與財產授予人、受益人及受託人的身份有關的條文及與讓花旗銀行決定信託經已成立、受託人及其代表的一般簽署權力、信託的目的、開立賬戶的理由及就信託而可要求的預期服務有關的條文。尤其是花旗銀行並無職責或責任審查信託契據的條款或受託人的權力及職責，或決定或監察受託人是否有違反信託或信託契據的條文，並應被視為完全不知悉(不論是實際或推定)；</p> |
| <p>8.11.7 I will carry on the trust's activities in accordance with the Trust Deed and any Applicable Laws and Regulator Expectations affecting the trust, and I will not do, or fail to do, any act whereby my right of indemnity out of the assets of the trust, or my right to be subrogated to that right of indemnity, would be prejudiced or diminished in any way;</p> | <p>8.11.7 本人將按信託契據及影響信託的適用法律及監管當局的期望繼續信託的活動，且本人將不會作出或未能作出任何作為，致使本人從信託資產中作彌償的權利，或本人藉代位取得該彌償權的權利，以任何方式受到損害或減損；</p> |
| <p>8.11.8 any liability of or indemnity given by me or any of my other obligations under the Terms shall be on the basis that Citibank has full recourse to all the assets of such trust as well as any and all assets and amounts standing to the credit of an Account; and</p> | <p>8.11.8 本人的任何債項或作出的任何彌償或在條款下的任何本人的其他責任須以花旗銀行對該信託的所有資產及賬戶中存有的任何及所有資產及款項具有完全追索權為基準；及</p> |
| <p>8.11.9 I agree that, even though I am acting as trustee, I will be personally liable in respect of any Liabilities for which I have no right to be indemnified from the assets of the trust or where I have no right to be subrogated to such right of indemnity, or in respect of any breach by me of any of my representations or warranties above or any of the provisions of the Terms, the Master Derivative Agreement, any Facility Letter, any of the Security Documents or any other agreement, document, instrument or arrangement between Citibank and me.</p> | <p>8.11.9 本人同意，即使本人以受託人的身份行事，本人將就本人並無權利從信託的資產獲彌償或本人並無藉代位取得該彌償權的權利的任何債項，或就本人對本人上述的任何陳述或保證或條款、衍生性金融商品投資總協議、任何提供貸款通知書或任何擔保文件或任何其他花旗銀行與本人簽訂的協議、文件、文書或安排的任何條文的任何違反，負上個人責任。</p> |
| <p>8.12 Citibank will not be liable to me for any Losses arising from or in connection with its having executed or otherwise relied on Instructions that were given by me or my Authorised Signatories, whether in breach of trust, duty or any lack of capacity, authority or power.</p> | <p>8.12 花旗銀行將無須就因其已執行或在其他情況下依賴本人或本人的授權簽署人發出的指示所引起或與之有關的任何損失對本人負責，不論是否違反信託、責任或欠缺身份、權限或權力。</p> |
| <p>8.13 Citibank may treat me as trustee of a trust and to treat an Account as a trust Account to be governed by Part C of this Clause 8 even if I have not opened an Account on that basis, or expressly instructed or informed Citibank, that an Account is held in trust. Citibank may</p> | <p>8.13 花旗銀行可視本人為信託的受託人及視賬戶為受本第8條的C部份所規管的信託賬戶，儘管本人未有以之為基準開立賬戶或明文指示或通知花旗銀行賬戶是以信託方式持有。倘若因本人未有向花旗銀行提供其所要求的資料或因任何其他理由，花旗銀行可拒絕向本人提</p> |

refuse to provide me with any Service or refuse to enter into any investment or transaction for an Account if I have not provided Citibank with information which it requires or for any other reason whatsoever. Citibank will not be liable or responsible for any Losses which I or any persons under the trust may incur as a result of or arising from such treatment or refusal.

8.14 Transfers by the Trustee

8.14.1 I as trustee of the trust shall procure that any replacement, successor or additional trustee of the trust, however appointed (a **"New Trustee"**), shall on becoming a New Trustee assume and undertake to you all obligations and liabilities of that trustee by promptly signing and returning to Citibank a confirmation/ undertaking letter or such other documentation in a form and substance acceptable to Citibank.

8.14.2 I will not transfer and you shall not be obliged to transfer any of the assets I hold as trustee of the trust to any New Trustee until such letter or documentation referred to in Clause 8.14.1 has been signed by the New Trustee.

8.14.3 Each representation given by me in Clause 8.11.4 shall be repeated by me on the date on which any New Trustee is appointed and shall be repeated by me and given by any New Trustee on the date on which any such New Trustee becomes a party of the Terms, the Master Derivative Agreement, any Security Document and any other document, agreement, instrument or arrangement between Citibank and me.

9 Statement of Account and Advice

9.1 A statement is issued by Citibank at such times and containing such information as Citibank deems fit and determines at its discretion from time to time (the **"Statement"**), unless otherwise agreed or permitted by Applicable Laws. Statements may be issued to me by post, electronically or any other means that Citibank determines to be appropriate in the circumstances.

9.2 An advice (the **"Advice"**) will be issued by Citibank (in respect of a transaction or otherwise) as required by and in accordance with Applicable Laws and Regulator Expectations.

9.3 Unless otherwise agreed with Citibank and subject to Applicable Laws, Citibank will not issue a Statement to me if the balance of my Account is nil and no transactions have been recorded in that Account for a period of six months. A Statement will be issued to me in accordance with Clause 9.1 once there is resumption of activity in my Account.

9.4 Reliance can only be placed upon original Statements and Advices and it is my responsibility to check that every Statement or Advice is received in due time according to the ordinary course of posting or electronic delivery (where Statements or Advices are available to me through facsimile, electronic mail, Citibank's website or other electronic means) and I will promptly make enquiries with Citibank and obtain such Statements or Advices from Citibank forthwith if not duly received. I also undertake to verify the correctness of each Statement or Advice and to inform Citibank promptly and in any event, with regard to any Statement, within 30 days of the date of such Statement, and, with regard to any Advice, within 14 days of the date of such Advice (the **"Notification Period"**), of any unauthorised transaction, discrepancy, omission, credits or debits wrongly made, or any inaccuracy or incorrect entries in an Account or the contents of each Statement or Advice or the execution or non-execution of any Instruction. At the end of the Notification Period, the Statement or Advice shall be conclusive evidence of the relevant Account and Investments or, as the case may be, the transaction, without any further proof, and I will be bound by its contents, except in respect of unauthorised transactions arising from forgery, fraud, wilful misconduct or gross negligence on the part of Citibank or any of Citibank's employees, Agents or servants.

9.5 Without prejudice to the above, Citibank may, in its discretion, without prior notice to me, reverse and/or amend entries which relate either to instruments which are returned to Citibank unpaid or arise by reason of error on the part of Citibank or other party and may correct errors made in any Statement or Advice in any manner as Citibank thinks fit. If an Investment is shown at a particular value on my Statement or Advice, this does not necessarily mean that the same amount can be realised if I decide to liquidate that Investment.

供任何服務或拒絕為賬戶訂立任何投資或交易。花旗銀行將無須就本人或任何信託下人士因該處理或拒絕所導致或引起而可招致的任何損失負責。

8.14 受託人的轉讓

8.14.1 本人作為信託的受託人，將促使信託的任何替任人、繼任人或額外的受託人（**"新受託人"**），無論如何委任，將在成為新受託人時，迅速簽署並向花旗銀行交回確認/承諾函或其格式及內容由花旗銀行接受的其他文件，向花旗銀行承擔及承諾該受託人的全部義務及責任。

8.14.2 本人不會轉讓，且花旗銀行並無義務轉讓本人以信託的受託人持有的任何資產予任何新受託人，直至第8.14.1條提及的函件或文件已由新受託人簽署。

8.14.3 條作出的每項陳述將在任何新受託人被委任之日由本人重覆，及在任何新受託人成為條款、衍生性金融商品投資總協議、任何擔保文件及花旗銀行與本人簽訂的任何其他文件、協議、文書或安排的一方時由本人重覆及由該新受託人作出。

9. 賬戶結單及通知

9.1 除非另經協議或另有適用法律所容許，花旗銀行可在其認為合適的時間向本人發出列有花旗銀行認為合適的內容之賬戶結單（**"結單"**）。結單會通過郵寄、電子方式或花旗銀行在該情況下認為合適的任何其他方式向本人發出。

9.2 花旗銀行將會按適用法律及監管當局的期望所規定及根據適用法律及監管當局的期望發出通知（**"通知"**）（有關交易或其他情況）。

9.3 除非與花旗銀行另有協議及受限於適用法律，如果本人之賬戶的結餘為零且在六個月的期間內並無交易記錄在該賬戶內，花旗銀行將不會向本人發出結單。當本人的賬戶內的活動一恢復，結單將會按第9.1條向本人發出。

9.4 本人只應信賴結單及通知正本，且本人有責任檢查每份結單或通知均依照一般郵寄或電子傳遞（結單或通知經傳真、電子郵件、花旗銀行的網站或其他電子方式向本人提供的情况下）程序如時收妥，如未有如時收妥，本人將立即向花旗銀行查詢並向花旗銀行索取該等結單或通知。本人亦承諾會查核每份結單或通知的正確性，並且就任何未經授權的交易、差歧、遺漏、錯誤記錄入賬或扣賬或賬戶的賬項或每份結單或通知的內容有任何不準確或錯誤之處或任何指示的執行或不執行立即通知花旗銀行及無論如何，就任何結單而言，於該結單發出日起30天內，及就任何通知而言，於該通知發出日起的14天內（**"通知期"**）通知花旗銀行。在通知期結束後，除非有關未授權的交易是因花旗銀行或花旗銀行之任何職員、代理或僱員之偽冒、欺詐、故意的不當行為或嚴重疏忽所引起，否則，於通知期結束時，結單或通知為相關賬戶及投資或（視乎情況而定）交易之不可推翻的證據，不需任何額外之證明，而本人將受其內容約束。

9.5 在無損於前文所述的情況下，花旗銀行可按其酌情權在無須事先通知本人的情況下推翻及/或修改與因未付而退回花旗銀行的票據或因花旗銀行或其他方的錯誤有關的賬項並可以花旗銀行認為適當的方式修正任何結單或通知中的錯誤。倘若本人的結單或通知中顯示一項投資的特定價值，此並非必然表示如本人決定清算該投資可變現的同一金額。本人同意因該投資的市場價值在結單或通知發出日因任何理由未獲提供，結單或通知可包含投資定值為零、成本價或估計價，而本人不會依賴其內的價值。

I accept that a Statement or Advice may include Investments valued at zero, at cost or at an estimated value because a market price is not available, or readily available, in respect of that Investment for any reason on the date of the Statement or Advice and I will not rely on the value therein.

10 Appointment of Agents and Advisers

10.1 Citibank may, at its discretion and at my risk and cost, appoint any Agent, including any Citigroup Company (with full powers of substitution and to delegate or sub-delegate), to perform any or all of Citibank's functions or duties and/or exercise any of Citibank's rights, powers and discretions, whether in Citibank's name or that of the Agent, or obtain advice from any professional adviser of Citibank's choice in connection with any action to be taken by Citibank. Where Citibank obtains advice from any professional adviser, I agree that Citibank may, in its discretion, act on the opinion or advice of such professional adviser and provided that Citibank acts in good faith in the selection of such professional adviser, Citibank shall not be responsible for any consequence of acting or not acting in accordance therewith.

10.2 If Citibank retains legal advisers or appoints any Agent to protect or enforce any of Citibank's rights hereunder, whether by judicial proceedings or otherwise, I agree, without limitation to the generality of Clause 12 and subject to Applicable Laws, to pay and reimburse on demand Citibank for all reasonable costs, expenses and fees (including legal fees that are reasonable on a full indemnity basis and all goods and services taxes thereon) incurred by Citibank in its retention thereof.

11 Fees, Commissions, Charges, Interest and Taxes

11.1 Citibank will charge for any of the Services at Citibank's respective current rates applicable thereto from time to time notified by Citibank and will charge all applicable service charges and fees, commissions and other costs, expenses (including stamp duties, postage, telephone, telex, facsimile or cable charges and all goods and services taxes thereon) reasonably incurred in connection with the provision of the Services. Citibank has the discretion to vary from time to time such rates in accordance with the provisions of Clause 17.2.

11.2 Citibank will inform me of the nature and amount of charges debited to an Account promptly after any such charge is debited. For the avoidance of doubt, I agree and acknowledge that any failure by Citibank to inform me of any debited charges shall not in any way affect the validity of any such debit made to the relevant Account.

11.3 Citibank has the discretion to vary from time to time any interest rates offered in respect of or charged to an Account. Details of any such rates are available on enquiry at Citibank. I acknowledge that Citibank will use reasonable endeavours to provide me with prior notice of such changes to interest rates charged to an Account (unless such changes are not within Citibank's control), provided that any failure to give such notice or any delay in the provision of the notice shall not affect the validity of the change in interest rates. In the absence of any agreement to the contrary, interest charged to an Account shall be payable at the rate specified by Citibank and I hereby agree to pay such interest as if expressly agreed with Citibank.

11.4

11.4.1 Any stamp duty, disbursements, taxes, charges, reasonable costs and expenses and any liability of any nature (and all goods and services tax or similar taxes thereon), whether in Singapore or Hong Kong or abroad, in respect of any Account, any Investment, any Service, any transaction between Citibank and/or made by me shall be borne by me.

11.4.2 For the avoidance of doubt and notwithstanding any other provision in the Terms, I agree that Citibank (or any Citigroup Company or its and their Third Party Service Providers) may withhold or deduct an amount for or on account of, or which represents, withholding, income tax, value added tax and tax on the sale or disposition of any property, duties or other amounts (together "**Collected Amounts**") which are required to be withheld or deducted to comply with any Applicable Laws from any payment to me, or to or from my Account or any account. Any Collected Amount shall be timely paid to the relevant Authority in accordance with Applicable Laws. I acknowledge that Citibank will not be required to reimburse me for any amount withheld or

10. 代理及顧問之委任

10.1 花旗銀行可，按其酌情權(風險及費用由本人承擔)，委任任何代理，包括任何花旗集團公司(具有完全的替代權力及完全權力作轉授或再轉授)，履行花旗銀行的任何或所有職能或責任及/或行使花旗銀行的任何權利、權力及酌情權，不論是以花旗銀行或代理的名義，或向花旗銀行所選擇的任何專業顧問就花旗銀行採取的任何行動徵取意見。如花旗銀行向任何專業顧問徵取意見，本人同意花旗銀行可按其酌情權按該專業顧問的意見或建議行事，且在花旗銀行在選擇該專業顧問時真誠行事的前提下，花旗銀行無須為因據之行事或不行事而造成的任何後果負責。

10.2 若花旗銀行聘請法律顧問或委任任何代理保障或執行花旗銀行在此下的任何權利，不論是透過司法程序或其他方式，本人同意，在不限制下文第12條的一般性的原則下及受限於適用法律，應要求向花旗銀行支付及補還其因此聘用而招致的所有合理的費用、開支及收費(包括以全數彌償為基準的合理的法律費用及其上的所有貨品及服務稅項)。

11. 費用、佣金、收費、利息及稅項

11.1 花旗銀行將以其不時通知之各類服務現時適用之收費率，收取各類服務之費用，並將徵收就提供服務而合理招致的所有適用的服務收費及費用、佣金及其他費用、開支(包括印花稅、郵資、電話、電報、傳真或越洋電報費用及其上的所有貨品及服務稅項)。花旗銀行具酌情權不時根據第17.2條的條文更改收費率。

11.2 花旗銀行將從賬戶中扣除收費後迅速通知本人該收費的性質及金額。為免生疑問，本人同意及確認即使花旗銀行未能就任何已扣除的收費通知本人，相關賬戶中的任何該扣除的有效性亦不應以任何方式受影響。

11.3 花旗銀行具酌情權不時更改就賬戶提供或徵收的任何利率。有關任何該等利率的詳情可向花旗銀行查詢。本人確認花旗銀行將以合理努力向本人提供就賬戶徵收的利率的該等更改的事先通知(除非該等更改並非在花旗銀行控制之內)，但未能作出通知或延誤提供通知並不影響利率更改的有效性。在並無任何相反協議的情況下，賬戶被徵收的利息應按花旗銀行訂明的利率支付而本人茲同意支付該利息猶如與花旗銀行明文協議一樣。

11.4

11.4.1 不論是在新加坡或香港或海外，就任何賬戶、任何投資、任何服務、花旗銀行與本人之間或由本人作出的任何交易有關的任何印花稅、開銷、稅項、收費、合理的費用及開支及任何性質的債項(及其上的所有貨品及服務稅項或相關稅項)，均由本人負責。

11.4.2 為免生疑問及不管條款的其他任何條文，本人同意花旗銀行(或任何花旗集團公司或其第三方服務供應者)可從支付予本人、本人的賬戶或任何賬戶或由本人的賬戶或任何賬戶支付的付款預扣或扣減是或為或代表預扣及入息稅、增值稅及購買或處置任何物業的稅項、稅款或為遵守任何適用法律而預扣或扣減的其他款項(統稱 "**收取款項**")。任何收取款項須按適用法律及時支付予有關機關。本人確認花旗銀行不需償付付款設施供應者預扣或扣減的任何款項予本人。此外，就花旗銀行、任何花旗集團公司或其任何第三方服務供應者從其自身的資金支付或已支付或被要求或將被要求支付以往不是但應是收取款項的款項予機關，本人將應要求對花旗銀行或有關的花旗集團公司為該等付款作出彌償，包括其上的任何利息及罰款及花旗銀行或有關的花旗集團公司招致的任何

deducted by a Payment Infrastructure Provider. Further, to the extent that Citibank, any Citigroup Company or any of its and their Third Party Service Providers pays or has paid from its own funds or is or will be required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, I shall indemnify Citibank or the relevant Citigroup Company for such payment on demand, including any interest and penalties thereon and any expenses incurred by Citibank or the relevant Citigroup Company. I understand that Citibank is not obliged to contest any demand made by an Authority for such payment or enquire as to the correctness (or otherwise), and I shall rely, accept and agree to any and all Collected Amount, interest, penalties and all other sums, aforesaid: (a) withheld, deducted and/or paid by Citibank and/or the relevant Citigroup Company; and/or (b) to be indemnified by me to Citibank and/or the relevant Citigroup Company, as the case may be, and in each instance, as notified by Citibank or the relevant Citigroup Company, to me. I represent to Citibank that I have provided to and secured from any person that owns or will own a beneficial interest in a payment from Citibank or the relevant Citigroup Company any notice, consent or waiver necessary to permit Citibank, the Citigroup Company, and its and their Third Party Service Providers to carry out the actions described in this Clause 11.4. For U.S. tax purposes, in the event that Citibank is unable to apply a blended rate of U.S. withholding tax to certain flow-through or intermediary structures, I/we agree that the Account will be subject to the maximum rate of withholding tax.

- 11.5 I authorise Citibank to deduct any such interests, commissions, fees, charges, costs, expenses, liabilities and any other amounts due to Citibank under the Terms from any Account and, where necessary, to make the currency conversions at such rates as Citibank may determine. I shall bear any costs, expenses or fees incurred in respect of such conversion.

11.6 Tax on 871(m) Transactions

Meaning of Words

For the purpose of this Clause 11.6 only, the following terms have the meanings prescribed below:

“CIM” means Citi Investment Management, a business unit of Citibank;

“CIM Managed Accounts” refers to Accounts where CIM provides discretionary investment management services and has discretionary trading authority to manage an Account which it does not delegate to a third party manager;

“CIM Manager” has the meaning ascribed to it in sub-Clause (17);

“Excluded Tax” means: (a) 871(m) Tax; and (b) a Tax that would not be imposed in respect of a payment in respect of an 871(m) Transaction but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment in connection with the 871(m) Transaction);

“Indemnified 871(m) Taxes” means Taxes that are or should have been paid, withheld or deducted by me in respect of payments to or income of Citibank in connection with an Ineligible Transaction, including any Tax on the sale or disposition of the Ineligible Transaction;

“Ineligible Transactions” means 871(m) Transactions that I am not permitted to enter into or hold through one or more of my Accounts with Citibank;

“Permitted Transactions” means certain 871(m) Transactions that I am permitted to enter into or hold through one or more of my Accounts with Citibank for Derivatives Contracts;

費用。本人明白花旗銀行並無義務對機關就該等付款作出的要求作出爭議或對正確性(或其他事項)作出查詢，且本人將依賴、接受及同意上述(且在每個情況，由花旗銀行及/或該有關花旗集團向本人通知的)：(a)由花旗銀行及/或該有關花旗集團公司預扣、扣減及/或支付的；及/或(b)由本人向花旗銀行及/或該有關花旗集團公司彌償的(視乎情況而定)任何及全部收取款項、利息、罰款及全部其他款項。本人對花旗銀行陳述，本人已向擁有或將擁有花旗銀行或該有關花旗集團公司的付款的實益權益的任何人士提供及向其取得所需的任何通知、同意或寬免，以容許花旗銀行、該花旗集團公司及其第三方服務供應者進行第11.4條形容的行動。為美國稅務之目的，如果花旗銀行無法將美國預扣稅的混合稅率應用於某些過渡或中介機構時，本人/吾等同意最高預扣稅率將適用於相關之賬戶。

- 11.5 本人授權花旗銀行從任何賬戶中扣除在條款下欠負花旗銀行的任何該等利息、佣金、費用、收費、開支、債項及任何其他款項，並在必要時按花旗銀行決定的該匯率轉換貨幣。本人須負責該兌換而招致的任何費用、開支或收費。

11.6 第871(m)條交易的稅項

定義

僅就此第11.6條而言，下列條款應具有下文訂明的意思：

“花旗基金管理 (Citi Investment Management)” 指花旗基金管理，花旗銀行一個經營單位；

“花旗基金管理賬戶” 指由花旗基金管理提供全權委託投資管理服務的賬戶及有全權委託買賣授權管理其沒有轉授第三方管理人的賬戶。

“花旗基金管理經理” 指具有第(17) 分條賦予的涵義。

“豁免稅項” 指 (a) 第 871(m) 條稅項及 (b) 若非因徵收該稅項的政府或稅務機關的司法管轄區及該支付的接收人或與該接收人相關的人士現時或先前的關聯而不會就該第871(m)條交易有關的支付被徵收的稅項(包括，但不限於，該接收人或相關人士為或曾為該司法管轄區的公民或居民、或組織或曾組織、參與或曾參與、涉及或曾涉及該司法管轄區的交易或業務、或在該司法管轄區有或曾有永久機構或固定營業地址，但不包括純粹因該接收人或相關人士執行、交付、履行其有關第871(m)條交易的責任或接受支付引起的關聯)。

“獲彌償的第 871(m) 條稅項” 指就有關不合資格交易向花旗銀行的支付或收入本人支付或應支付、預扣或扣減的稅項，包括出售或處置不合資格交易的任何稅項。

“不合資格交易” 指本人不得訂立或透過本人持有的一個或多個本行賬戶持有的第 871(m) 條交易。

“合資格交易” 指本人獲准訂立或透過本人為衍生性金融商品交易持有的花旗銀行賬戶持有的某些第 871(m) 條交易。

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment or income other than a stamp, registration, documentation or similar tax;

“Tax Amounts” means 871(m) Taxes that may be paid, withheld or deducted by Citibank;

“871(m) Rules” means Section 871(m) of the United States Internal Revenue Code of 1986, as amended, the United States tax regulations thereunder and any successor provisions;

“871(m) Tax” means any Tax imposed on payments or income treated as dividends from sources within the United States under the 871(m) Rules; and

“871(m) Transaction” means any transaction (or series of transactions) that I have entered into (either directly or via a discretionary investment mandate managed by Citibank) or have been deemed to enter into (whether for myself or on behalf of any other person) on or after 1 January 2017 that could be or will be subject to the 871(m) Rules, as determined by Citibank, acting reasonably and in good faith. For this purpose, if I enter into a transaction and its material terms are later amended, I may be deemed to have entered into a new transaction as of that later amendment.

Notwithstanding any other provisions to the contrary in the Terms:

- (1) I agree that Citibank, acting reasonably and in good faith, will determine: (a) the status of any transaction as an “871(m) Transaction”; (b) the amount of any Tax Amounts; and (c) the amount of any Indemnified 871(m) Taxes. To the extent required by Applicable Laws, Citibank will notify me if it determines that I have entered into an 871(m) Transaction.
- (2) I agree to promptly provide Citibank with all information, certifications and documents relating to any 871(m) Transaction or my tax status or situation, in each case, as may be requested by Citibank in order for Citibank to comply with its legal and regulatory obligations or to determine the proper tax treatment in respect of any 871(m) Transaction. I understand and acknowledge that the requested information and documents may relate to transactions that I have entered, or will enter, with persons other than Citibank. Except as required by Applicable Laws, Citibank may rely upon the information that I provide, and I am responsible for any omissions from, or errors in, the information that I provide.
- (3) To the extent required or permitted by Applicable Laws, I authorise Citibank to pay, withhold or deduct any Tax Amounts, including by: (a) withholding cash from amounts that Citibank would otherwise pay to me; (b) deducting cash from any of my Accounts; and (c) selling, on my behalf, any property or assets carried in my Accounts, in order to pay Tax Amounts, and to the extent that the foregoing sources are unavailable or insufficient to satisfy any such Tax Amounts, I agree to pay to Citibank, upon demand, the remaining unsatisfied Tax Amounts. I acknowledge that Tax Amounts may be due with respect to an 871(m) Transaction even where: (a) there is no corresponding payment of cash to me; or (b) there is a payment of cash by me to another person.
- (4) I will be responsible for filing all required tax and information returns in respect of any payments made or deemed made by Citibank to me or any monies or other property which Citibank holds on my behalf. If the Tax Amounts that Citibank pays, withholds or deducts are less than the full amount of taxes (including any state, local or foreign taxes) due in respect of an 871(m) Transaction, I will be responsible for paying such taxes. If the Tax Amounts that Citibank pays, withholds or deducts are greater than the full amount of taxes due in respect of an 871(m) Transaction, I will be responsible for claiming any refunds, credits or exemptions with the relevant taxing authority.
- (5) I understand and acknowledge that, notwithstanding any other provisions to the contrary, Citibank does not have any obligation to: (a) reclaim, or contest any demand for, the payment of any Tax Amount; or (b) inquire as to the correctness of any determination by other parties regarding the status of any transaction as an 871(m) Transaction.

“稅項” 指任何現時或將來由任何政府或稅務機關就除印花、登記、製備文件或相類的稅項外的任何支付或收入所徵收的稅項、徵稅、徵費、關稅、收費、評稅、或任何形式的費用(包括因之的利息、罰款及增加)。

“稅項款項” 指可能由花旗銀行支付、預扣或扣減的第 871(m) 條稅項。

“第871(m)條規則” 指《1986年美國國內收入法》的第871(m)條及其修正、在其項下的美國稅務規例及任何繼承條文。

“第871(m)條稅項” 指就任何在第 871(m) 條規則下被視為在美國的股息之支付或收入所徵收的稅項。

“第871(m)條交易” 指在2017年1月1日或以後本人(直接或通過由花旗銀行管理的全權委託投資授權)訂立或被視為(不論為本人或代表其他人士)訂立可能或將會受制於第871(m)條規則的任何交易(或一連串的交易), 由花旗銀行合理及真誠釐定。就此目的, 若本人訂立交易而其重要條款後來被修改, 本人可能被視為就該後來的修改訂立了新的交易。

不論條款內任何相反內容:

- (1) 本人同意花旗銀行會合理及真誠釐定: (a)任何交易的狀況為一項“第871(m)條交易”; (b)任何稅項款項的款項; 及(c)任何獲彌償的第871(m)條稅項的款項。在適用法律所要求的範圍內, 花旗銀行會通知本人若其釐定本人已訂立一項第871(m)條交易。
- (2) 本人同意即時向花旗銀行提供在各情況下, 花旗銀行可能要求, 有關任何第871(m)條交易或本人的稅務狀況或情況的所有資料、核證及文件, 以使花旗銀行遵守其法律或規管性規定或以釐定就任何第871(m)條交易妥善的稅務處理。本人明白及確認所要求的資料及文件可能與本人與花旗銀行以外之人士已訂立、或將會訂立的交易有關。除非適用法律要求, 花旗銀行可依賴本人提供之資料, 及本人須就本人提供之資料的任何遺漏或錯誤負責。
- (3) 在適用法律要求或批准的範圍內, 本人授權花旗銀行支付、預扣或扣減任何稅項款項, 包括: (a)從在其他情況下花旗銀行會向本人支付的現金預扣; (b) 從本人任何的賬戶扣減現金; 及(c) 代表本人出售本人賬戶內的任何財產或資產, 以支付稅項款項, 及在前述的來源不可用或不足以清償任何該稅項款項的範圍內, 本人同意應要求支付花旗銀行未清償的稅項款項之餘數。本人確認就第871(m)條交易的稅項款項可在: (a)沒有相應的現金支付予本人; 或(b)本人向其他人士支付現金的情況下到期。
- (4) 本人會負責提交所有就任何花旗銀行向本人作出或被視為作出的支付或任何花旗銀行代表本人持有的金錢或財產規定的報稅及資料報表。若花旗銀行支付、預扣或扣減的稅項款項少於就第871(m)條交易應付稅項的全數款項(包括任何國家、地方或國外之稅項), 本人會負責支付該等稅項。若花旗銀行支付、預扣或扣減的稅項款項多於就第871(m)條交易應付稅項的全數款項(包括任何國家、地方或國外之稅項), 本人會負責從相關稅務機關索回任何退還、扣抵或減免。
- (5) 本人明白及確認不論條款內任何相反內容, 花旗銀行就: (a)任何稅項款項的支付的索回、或要求作爭辯; 或(b)查詢任何其他方就任何交易作為第871(m)條交易之釐定的正確性沒有任何責任。

- (6) Any rights conferred upon Citibank herein shall be in addition to and not in limitation of any of its rights under the Terms or any other agreement, document or instrument or arrangement between Citibank and me.
- (7) The provisions contained herein shall survive the termination of the Terms.

All Accounts and Services other than CIM Managed Accounts and Derivatives Contracts

(The following sub-Clauses (8) to (14) will not apply to my CIM Managed Account or any Account to the extent used for Derivatives Contracts)

- (8) With respect to Accounts and Services in connection with the purchase, holding or custody of any structured notes, convertible bonds, market-linked instruments, warrants or rights, all 871(m) Transactions will be considered Ineligible Transactions. Citibank intends that it will not enter into and will reject any instructions or requests to hold, carry or accept a transfer of any Ineligible Transaction.
- (9) I agree not to enter into any transaction or series or combination of transactions which, based on my knowledge or understanding, may constitute an Ineligible Transaction, using any services available to me through Citibank. In addition, I undertake to promptly notify Citibank if I become aware that a transaction or such series or combination of transactions is or may be deemed to be an Ineligible Transaction and to instruct any third party not to transfer or settle Ineligible Transactions into my Account.
- (10) If Citibank determines, acting reasonably and in good faith, that it has entered into, holds, carries or has accepted transfer of an Ineligible Transaction for me or on my behalf, it may at any time, without notice (except to the extent required by Applicable Laws and Regulator Expectations), terminate or otherwise dispose of the Ineligible Transaction without liability and at my cost and expense and take any action, exercise any rights or satisfy any liabilities arising in respect of the Ineligible Transaction as it may deem advisable or expedient.
- (11) I understand and acknowledge that the restrictions on Ineligible Transactions described herein are imposed for the benefit of Citibank and its agents. I will be solely responsible for all Tax Amounts that may be paid, withheld or deducted by Citibank in connection with an Ineligible Transaction.
- (12) I agree to indemnify Citibank for the full amount of any Indemnified 871(m) Taxes, whether or not they are correctly assessed, including by increasing each payment that I make to Citibank by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this sub-Clause) Citibank receives an amount equal to the sum it would have received had no such deductions been made. In addition, within 30 days of paying the relevant taxing authority, I agree to provide Citibank with an original or certified copy of a receipt or other evidence sufficient in form and substance satisfactory to Citibank of such payment.
- (13) I agree to promptly indemnify, defend and hold Citibank harmless against any actions, claims, damages, losses, costs and expenses (including the cost of retaining legal or other advisory services), taxes (including any Tax Amounts) and any interest, penalties or other sums in respect thereof and any other demands or liabilities of whatsoever nature or description that Citibank may incur or sustain in connection with an Ineligible Transaction, except to the extent of Citibank's own gross negligence or willful misconduct.
- (14) I agree that I will be solely responsible for all investment decisions that I make, including in cases where Citibank has provided me with investment advice, information or recommendations with respect to a transaction that is determined to be an Ineligible Transaction. Citibank will not be liable in relation to such advice, information or recommendations and gives no representation, warranty or guarantee as to the tax consequences of any transaction.

- (6) 任何此下賦予花旗銀行的權利應在其於條款、或花旗銀行與本人之間的任何其他協議、文件或文書或安排下的任何權利以外，而不予以限制。

- (7) 此下所載的條文在條款終止後繼續有效。

所有除花旗管理賬戶及衍生性金融商品交易以外之賬戶

(以下第 (8) 至第 (14) 分條不會適用於本人在被使用於衍生性金融商品交易的範圍內的花旗管理賬戶或其他賬戶)

- (8) 就有關任何結構性票據、可換股債券、市場掛鈎投資、權證或供股權的購買、持有及保管的賬戶及服務，所有第871(m)條交易會被當作不合資格交易。花旗銀行計劃其不會訂立及會拒絕任何持有、進行或接受任何不合資格交易的轉移的指示或要求。
- (9) 本人同意不會使用任何由花旗銀行向本人提供的服務訂立任何基於本人的知識或認知，可能構成不合資格交易的任何交易或一連串或一組的交易。此外，若本人知悉一項交易或該一連串或一組的交易為或可能被視為不合資格交易，本人承諾即時通知花旗銀行及指示任何第三方不轉移或交收不合資格交易至本人賬戶。
- (10) 若花旗銀行合理及真誠釐定其已為本人或代按本人訂立、持有、進行或接受不合資格交易，其可隨時，不具通知(在適用法律及監管當局的期望所要求的範圍內除外)，終止或以其他方式處置不合資格交易而無須負任何責任，費用及開支由本人負責，及採取就不合資格交易所引起的任何行動、行使就之所產生的任何權利或抵償就之所產生的任何債項其認為適當或合宜。
- (11) 本人明白及確認此下描述就不合資格交易施加的限制為有利於花旗銀行及其代理人。本人就所有花旗銀行有關不合資格交易可能要支付、預扣或扣減的稅項款項獨自負責。
- (12) 本人同意全數就任何獲彌償的第871(m)條稅項向花旗銀行作出彌償(不論該等稅項是否正確地被評估)，包括增加本人向花旗銀行作出的各支付至花旗銀行在作出所有必須的扣減後(包括適用於本分條下額外支付的款項的扣減)收到等於在沒有該等扣減下花旗銀行會收到的款項。此外，在支付相關稅務機關的三十天內，本人同意向花旗銀行提供就該支付的收據正本或核證副本或其他其形式及內容在各方面均令花旗銀行滿意的證據。
- (13) 本人同意即時彌償、辯護及使花旗銀行免受損害，就花旗銀行可能招致或蒙受有關不合資格交易的任何訴訟、申索、賠償金、損失、費用及開支(包括聘請法律或其他顧問服務的費用)、稅項(包括任何稅項款項)及任何利息、罰款或其他有關的款項及任何其他任何性質或描述的追討或法律責任，除花旗銀行自身的嚴重疏忽或蓄意不當行為外。
- (14) 本人同意本人會就本人作出的所有投資決定獨自負責，包括在花旗銀行向本人就被釐定為不合資格交易的交易提供投資意見、資料或建議的情況下。花旗銀行無須就該意見、資料或建議負責及並無就任何交易的稅項影響作出任何陳述、保證或擔保。

CIM Managed Accounts

- (15) With respect to CIM Managed Accounts, all 871(m) Transactions will be considered Ineligible Transactions. CIM intends that it will not enter into and will reject any instructions or requests to hold, carry or accept a transfer of any Ineligible Transaction.
- (16) If Citibank determines that an Ineligible Transaction has been entered into or acquired, or held or carried in, any of my CIM Managed Accounts, CIM will take steps to terminate or dispose of the Ineligible Transaction within a reasonable time period. There is no assurance that Citibank will be able to effect such termination or disposal in a manner that will avoid an obligation to pay Tax Amounts in respect of an Ineligible Transaction. This policy will also apply if an Ineligible Transaction has been acquired, held or carried in any of my CIM Managed Accounts as a result of any events or conditions beyond my control, for example as the result of a corporate action or other involuntary acquisition of a security subject to the 871(m) Rules.
- (17) I agree that Citibank, CIM and their respective agents will have complete and unlimited authorisation to reject any instructions or requests to enter, hold, carry or accept a transfer of any Ineligible Transaction, and to terminate or dispose of any Ineligible Transaction held or carried for any of my CIM Managed Accounts. Furthermore, I understand and acknowledge that Citibank will instruct each person that oversees the management of assets in my CIM Managed Accounts (each a **"CIM Manager"**) not to enter, hold, carry or accept a transfer of, and to promptly terminate or dispose of, any transaction for my CIM Managed Accounts that, based on the knowledge or understanding of the CIM Manager or Citibank, may constitute an Ineligible Transaction. I also understand and acknowledge that Citibank will instruct each CIM Manager not to provide me with any investment advice about Ineligible Transactions.
- (18) I understand and acknowledge that the restrictions on Ineligible Transactions described herein are imposed for the benefit of Citibank and its agents. I will be solely responsible for any taxes (reduced by any Tax Amounts paid, withheld or deducted by Citibank, as described herein), costs or other expenses imposed in connection with any Ineligible Transaction that does occur in my CIM Managed Account.
- (19) I agree to indemnify Citibank for the full amount of any Indemnified 871(m) Taxes, whether or not they are correctly assessed, including by increasing each payment that I make to Citibank by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this sub-Clause) Citibank receives an amount equal to the sum it would have received had no such deductions been made. In addition, within 30 days of paying the relevant taxing authority, I agree to provide Citibank with an original or certified copy of a receipt or other evidence sufficient in form and substance satisfactory to Citibank of such payment.

Derivatives Contracts

- (20) With respect to Derivatives Contracts, 871(m) Transactions will be considered Permitted Transactions. I will be permitted to enter into Permitted Transactions.
- (21) All payments in respect of a Permitted Transaction will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any Applicable Laws and Regulator Expectations, as modified by the practice of any relevant governmental revenue authority, then in effect.
- (22) Except as otherwise expressly provided for in a 2002 ISDA Master Agreement, if Citibank or I (each a **"party"**) is/am required by law to pay, withhold or deduct Taxes in respect of payments or income of the other party in connection with a Permitted Transaction, then the first party (**"X"**) will (without regard to whether there is a payment under the Permitted Transaction from which to withhold or deduct such Tax):

花旗管理賬戶

- (15) 就花旗管理賬戶而言，所有第871(m)條交易均會被當作不合資格交易。花旗基金管理計劃其不會訂立及會拒絕任何持有、進行或接受任何不合資格交易的轉移的指示或要求。
- (16) 若花旗銀行釐定本人任何的花旗管理賬戶訂立、購入、持有或進行不合資格交易，花旗基金管理會於合理期間內採取行動終止或處置不合資格交易。花旗銀行並不擔保可以避免就不合資格交易支付稅項款項之責任的形式執行該等終止或處置。若本人任何的花旗管理賬戶因任何本人無法控制的事件或狀況，例如因企業行動或其他受制於第871(m)條規則的證券的非自願性收購，導致購入、持有或進行不合資格交易，本政策亦會適用。
- (17) 本人同意花旗銀行、花旗基金管理及其等各各自的代理人有完全及無限制的授權拒絕任何訂立、持有、進行或接受任何不合資格交易的轉移的指示或要求，及終止或處置本人任何的花旗管理賬戶持有或進行的任何不合資格交易。此外，本人明白及確認花旗銀行會指示各監督本人的花旗管理賬戶的資產管理之人士(每位為**"花旗基金管理經理"**)不得訂立、持有、進行或接受轉移，及即時終止及處置，本人的花旗管理賬戶(基於花旗基金管理經理或花旗銀行所知或理解)可能構成不合資格交易的任何交易。本人亦明白及確認花旗銀行會指示各花旗基金管理經理不得向本人提供任何就不合資格交易的投資意見。
- (18) 本人明白及確認此下描述就不合資格交易施加的限制為有利於花旗銀行及其代理人。本人就所有稅項(經此下所述花旗銀行支付、預扣或扣減的稅項款項的扣減)、費用及其他就有關發生在本人的花旗管理賬戶的任何不合資格交易徵收的開支獨自負責。
- (19) 本人同意全數就任何獲彌償的第871(m)條稅項向花旗銀行作出彌償，(不論該等稅項是否正確地被評估)，包括增加本人向花旗銀行作出的各支付至花旗銀行在作出所有必須的扣減後(包括適用於本分條下額外支付的款項的扣減)收到等於在沒有該等扣減下花旗銀行會收到的款項。此外，在支付相關稅務機關的三十天內，本人同意向花旗銀行提供就該支付的收據正本或核證副本或其他其形式及內容在各方面均令花旗銀行滿意的證據。

衍生性金融商品合約

- (20) 就衍生性金融商品合約而言，第871(m)條交易會被當作合資格交易。本人會被准許訂立合資格交易。
- (21) 任何就合資格交易的支付會在沒有任何扣減或預扣的情況下作出，除非該扣減或預扣為當時有效的任何適用法律及監管當局的期望(經任何相關政府稅務機關的慣例修改)所要求。
- (22) 除非在2002年國際掉期業務及衍生投資工具協會總協議中另行明文規定，若法律要求花旗銀行或本人(各稱為**"方"**)就其他方有關合資格交易的支付或收入支付、預扣或扣減稅項，前一方(**"X"**)會(不論是否有合資格交易下的支付從而預扣或扣減該稅項)：

<p>(a) promptly notify the other party (“Y”) of such requirement;</p> <p>(b) pay to the relevant authorities the full amount required to be paid, deducted or withheld promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;</p> <p>(c) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and</p> <p>(d) if such Tax is not an Excluded Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under the Permitted Transaction, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Taxes other than Excluded Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that the Tax imposed is an Excluded Tax or an additional amount would not be required to be paid but for the failure by Y to comply with its obligations under sub-Clause (2).</p> <p>Upon the reasonable request of Y, X will supply to Y computations setting forth in reasonable detail computation of the amount of 871(m) Tax payable by Y to X pursuant to the preceding sentence.</p>	<p>(a) 即時通知另一方(“Y”)該要求；</p> <p>(b) 在釐定該扣減或預減為必須或接收到通知該款項已就Y評估(以較早者為準)後，即時全數向相關機關支付被要求支付、預扣或扣減的款項；</p> <p>(c) 即時向Y提交正式收據(或其核證副本)、或其他Y合理可接受的文件，證明向該等政府機關支付的該等款項；及</p> <p>(d) 若該稅項並非豁免稅項，向Y支付，除Y在其他情況下有權在合資格交易下所得的支付外，該所需要的額外的款項以確保Y實際收到的淨款項(不附帶豁免稅項以外的稅項，不論就X或Y評估)會等於在沒有該等扣減或預扣要求下Y會收到的款項。但X不會被要求向Y支付在徵收的稅項為豁免稅項或如非因Y未能遵守其在第(2)分條下的責任而不會被要求支付額外款項的範圍內的任何額外的款項。</p> <p>在Y的合理要求下，X會向Y提供合理詳盡列明計算在前述文句下Y應付X的第871(m)條稅項的計算表。</p>
<p>(23) Except as otherwise expressly provided for in a 2002 ISDA Master Agreement, if:</p> <p>(a) X is required by any Applicable Laws and Regulator Expectations, as modified by the practice of any relevant governmental revenue authority, to make any payment, deduction or withholding, in respect of a Permitted Transaction, of Tax in respect of which X would not be required to pay an additional amount to Y under sub- Clause (2);</p> <p>(b) X does not so deduct or withhold; and</p> <p>(c) a liability resulting from such Tax is assessed directly against X, then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, and including any related liability for penalties only if Y has failed to comply with its obligations under sub-Clause (2)).</p>	<p>(23) 除非在2002年國際掉期業務及衍生投資工具協會總協議中另行明文規定，若：</p> <p>(a) X被適用法律及監管當局的期望(經任何相關政府稅務機關的慣例修改)要求，就合資格交易，就X在第(2)分條下不會被要求向Y支付額外的款項之稅項作出任何支付、扣減或預扣；</p> <p>(b) X並沒有就此作出扣減或預扣；及</p> <p>(c) 因該稅項而引起的債項直接就X進行評估，則，除Y已抵償或會抵償因該稅項而產生的債項外，Y會即時向X支付該債額(包括任何利息相關的債項，及只在Y未能遵守其在第(2)分條下的責任的情況下，包括任何罰款相關的債項)。</p>
<p>12 Indemnity</p>	<p>12. 彌償</p>
<p>12.1 I agree to hold each of the Indemnified Persons harmless, and shall indemnify each of them promptly on demand on a full indemnity basis, from and against any and all losses, damages, reasonable costs (including legal costs that are reasonable on a full indemnity basis), fines and expenses including all duties and other levies, interest, actions, suits, proceedings, claims, orders and other demands, liabilities or loss or damage to any property or Investments which may be brought against it or which it may incur or sustain in connection with any Account or in respect of any Services, Instructions or transactions, including such amounts arising from, in connection with or by reason of:</p> <p>12.1.1 Citibank acting upon or carrying out any Instructions given or purportedly given by me or my Authorised Signatory to Citibank pursuant to the Terms;</p> <p>12.1.2 Citibank using any system or means of transmission, communication, transportation or otherwise in carrying out such Instructions (including by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);</p> <p>12.1.3 Citibank's provision of any Service to me (including the transactions contemplated under the Terms and in connection with all or any matters or transactions in respect of an Account);</p> <p>12.1.4 any Default in repayment upon demand of any advances or other amounts made available to me or interest accrued thereon or any sum payable under the Terms or under any other agreement, Security Document or any</p>	<p>12.1 本人同意使每位獲彌償人士免受損害，並應要求立即就因任何賬戶或任何服務、指示或交易而向其追索或其可招致或蒙受的任何及所有損失、損害、合理費用(包括按全數彌償基準的合理法律費用)、罰款、開支，包括所有稅項及其他徵稅、利息，訴訟、訟案、法律程序、申索、命令及其他索求、債項或任何財產或投資的任何損失或損害，向每一位獲彌償人士作完全彌償，包括下列情況所引起、與之有關或因之引致的該等款項：</p> <p>12.1.1 花旗銀行執行由或聲稱由本人或本人的授權簽署人按照條款向花旗銀行發出的任何指示或據之而行事；</p> <p>12.1.2 花旗銀行使用任何系統或傳送、通訊、運送或其他的方式執行指示(包括因遺失、延遲、誤解、錯誤、扭曲或重複)；</p> <p>12.1.3 花旗銀行向本人提供任何服務(包括條款下預期的交易及與賬戶中的所有或任何事宜或交易有關)；</p> <p>12.1.4 未能應要求償還任何預支或向本人提供的其他款項或其累計的利息或在條款下或按照條款而訂立的或由本人就本人對花旗銀行的責任訂立的任何其他協議、擔保文件或任何其他文</p>

	other document whatsoever entered into pursuant to the Terms or otherwise entered into by me in relation to my obligations to Citibank (including any loss or expense sustained or incurred by Citibank in liquidating any of Citibank's time deposits or Investments (whether in Singapore dollars, Hong Kong dollars or other foreign currencies) or any foreign exchange contracts, or in taking proceedings hereunder or under any such agreement or Security Document or other document);		件下的任何應支付款項(包括花旗銀行在結清其任何定期存款或投資(不論是以新加坡元、港元或其他外幣為單位)或任何外匯合約或在本協議下或在任何該協議或擔保文件或其他文件下採取程序時蒙受或招致的任何損失或開支)；
12.1.5	any breach or violation by me, of any Applicable Laws and Regulator Expectations (including, but not limited to, tax), or any third party rights, including proprietary or intellectual property rights;	12.1.5	本人觸犯或違反任何適用法律及監管當局的期望(包括，但不限於，稅務)或任何第三方權利(包括所有權或知識財產權)的；
12.1.6	the collection of any cheque, bill, note, draft, dividend, warrant, or other instrument presented by me for collection or the guaranteeing of any endorsement or discharge of the same, and in connection with all or any of the matters or transactions in respect of an Account;	12.1.6	就賬戶中所有或任何事宜或交易，接收本人出示的任何託收的支票、票據、匯票、股息、權證或其他文書，或擔保其任何背書或承兌；
12.1.7	Citibank acting hereunder prior to its receipt of written notice of the termination or revocation of the Terms by operation of law applicable to me;	12.1.7	花旗銀行在其收到因適用於本人的法律的施行而終止或撤銷條款的書面通知前按此下行事；
12.1.8	Citibank enforcing or attempting to enforce any rights it may have against me pursuant to the Terms; and	12.1.8	花旗銀行執行或試圖執行其可在條款下對本人具有的任何權利；及
12.1.9	any breach by me of any of the Terms or such other terms and conditions as are applicable to any Account, the Services provided or to be provided by Citibank to me or transactions between Citibank and me,	12.1.9	本人對條款當中的任何條文或適用於任何賬戶、花旗銀行向本人或將向本人提供的服務或花旗銀行與本人之間的交易的該等其他條款及條件的任何違反，
	except and except only for such loss or damage which results directly and solely from Citibank's fraud or wilful misconduct.		僅純粹因花旗銀行的欺詐或故意的不當行為所直接造成的該等損失或損害除外。
13	Representations and Warranties	13.	陳述及保證
13.1	I represent and warrant to Citibank (which representations and warranties are deemed repeated on a continuous basis for so long as I have any Account or any outstanding Services or transactions with Citibank) that:	13.1	本人向花旗銀行陳述及保證(此等陳述及保證應被視為在本人於花旗銀行設有任何賬戶或任何未完成的服務或交易之期間持續地重申)：
13.1.1	I fall within the definition of accredited investor, expert investor, institutional investor, professional investor, sophisticated investor, high net-worth investor or the equivalent term under Applicable Laws and Regulator Expectations;	13.1.1	本人屬認可投資者、專家投資者、機構投資者、專業投資者、資深投資者、高淨值投資者或適用法律及監管當局的期望下的相等詞語；
13.1.2	where I represent and warrant that I am an accredited investor, solely for the purposes of Citibank assessing my "accredited investor" status, I represent and warrant the accuracy and completeness of information I provide or have provided to Citibank from time to time on my assets and liabilities. Where I have informed Citibank that any of my assets are held in joint accounts, I represent and warrant that these assets are held jointly, and authorise and consent to Citibank calculating the value of assets attributable to me by dividing the value of such jointly-held assets equally by the number of joint account holders. Such allocation by Citibank in itself is understood and agreed not to affect the property rights of any person, including where there are multiple account holders, which shall continue to be governed by Applicable Laws;	13.1.2	若本人陳述及保證本人屬認可投資者以讓花旗銀行作評估本人“認可投資者”的身分的用途，本人陳述及保證本人不時向花旗銀行所提供關於資產及負債的資料均為準確及完整。如本人告知花旗銀行本人的任何資產以聯名賬戶持有，本人陳述及保證該資產為聯權共有，並授權及同意花旗銀行在計算本人的資產值時將該等聯權共有資產平均除以聯名賬戶持有人的數目。本人明白及同意花旗銀行就聯權共有資產的計算不會影響任何人（包括數名聯名賬戶持有人）的產權，該等產權會繼續受適用法律管限。
13.1.3	all information contained in the Application Form and any other information supplied to Citibank by me from time to time is true, accurate and complete and Citibank is entitled to rely on such information until it has received notice in writing in respect of any change to such information;	13.1.3	所有在申請表格內的資料及任何其他由本人不時提供給花旗銀行的資料均為真實、準確及完整而花旗銀行有權依賴該等資料，直到其收到關於該等資料的任何更改的書面通知；
13.1.4	where applicable, we are validly and duly incorporated or registered, and existing under the laws of the place where we are incorporated or registered;	13.1.4	如適用，吾等為有效及妥為成立或註冊並依照吾等成立或註冊之地的法律有效存續；
13.1.5	I have the full power, capacity and authority to enter into the Terms and any other agreement, document, instrument or arrangement governed by or connected to the Terms (including, without limitation, any Security Document), to receive each Service and enter into any relevant transaction, and to perform my obligations which arise under or in connection with the Terms and (where applicable) have taken all necessary corporate action required under my constitutive documents and all	13.1.5	本人有完全的權力、能力及權限訂立條款及受條款規管或與條款相關（包括，但不限於，任何擔保文件）的任何其他協議、文件、文書或安排，以接收每個服務並訂立任何相關交易，及履行本人在條款下或與條款相關的義務及（如適用）根據本人的章程文件及適用法律及監管當局的期望的要求採取所有必要的企業行動以訂立及履行該等義務；

Applicable Laws and Regulator Expectations to enter into and perform such obligations;			
13.1.6	all relevant and necessary authorisations, approvals, licences, consents, exemptions and requirements of any Authority or Person (as defined in clause 13.2 below) required for or in connection with the Terms and the provision of Services to me and/or to ensure legality, validity and enforceability of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivatives Agreement, any Security Document, any Guarantee or any other agreement, document, instrument or arrangement between Citibank and me or any other Person in relation to the Services provided to me, have been duly obtained or fulfilled and will remain in full force and effect, and any conditions have been satisfied and Citibank need not enquire and/or confirm the legality and/or validity of such authorisations, approvals, licences, consents, exemptions and requirements;	13.1.6	任何機關或人士（按第13.2條所定義）因與條款相關或用作提供服務予本人及/或確保花旗銀行與本人或任何其他人士就提供服務予本人之條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或任何其他協議、文件、文書或安排之合法性、有效性及可執行性而要求的所有相關及必要的授權、批准、許可、同意、豁免及要求經已妥善獲得或符合並將一直保持具完全效力及作用，及任何條件已被滿足而花旗銀行並不需要查詢及/或確認該等授權、批准、許可、同意、豁免及要求的合法性及/或有效性；
13.1.7	my obligations which arise under or in connection with the Terms are legal, valid, binding and enforceable and all acts, conditions and things required or desirable for such purposes have been taken, obtained, fulfilled and done;	13.1.7	本人根據條款或與之相關所產生的義務為合法、有效、具有約束力及可執行的並已採取、獲得、履行及完成了所有要求或為求達到此目的而作出的所有的行為、條件及事項。
13.1.8	the entering into or the performance of my obligations under the Terms, the receipt of the Services and the giving of any Instruction to Citibank will not breach or cause to be breached any undertaking, agreement, contract, by-law or other organisational document or any Applicable Laws and Regulator Expectations, and will not conflict with or constitute a Default or exceed any limitation under any Applicable Laws and Regulator Expectations, judgment, order, licence, concession, permit, consent or regulation applicable to me, any provision or any powers granted under our constitutive documents (if applicable) or any agreement or instrument binding upon me or any of my assets, nor (except for any security created in Citibank's favour) result in the existence of, or oblige me to create, any security over any of my assets. In particular, I am not domiciled or resident in or a national of any country or jurisdiction which would restrict me from entering into the Terms, opening an Account, receiving the Services or entering into any transaction (which is governed by the Terms). I will promptly inform Citibank if I become subject to any such restrictions.	13.1.8	13.1.8 根據條款訂立或履行本人的義務、接收服務及向花旗銀行發出任何指示不會違反或導致違反任何承諾、協議、合約、則例或其他組織文件或任何適用的法律及監管當局的期望，亦不會與適用於本人的任何適用法律及監管當局的期望、判決、命令、特許、特許權、許可、同意或規例相抵觸、構成違責或超出其限制，根據吾等的章程文件（如適用）或任何與本人或本人的任何資產有約束力的任何協議或文書授予的任何條文或任何權力（除了以花旗銀行為受益人的任何擔保）均不會導致出現擔保或令本人有責任對本人的任何資產設立擔保。尤其是，本人不是居住於或不是任何會限制本人訂立條款、開立賬戶、接受服務或訂立任何交易（受條款約束）的國家或司法管轄區的居民或國民。本人將及時告知花旗銀行若本人受到任何該等限制。
13.1.9	all Authorised Signatories have been duly authorised by me to act on my behalf;	13.1.9	所有授權簽署人已妥為得到本人的授權以代表本人行事；
13.1.10	I have the full and unqualified right to transfer Collateral to Citibank and any such transfer will be free from any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever, other than any security interest conferred in favour of Citibank;	13.1.10	本人擁有將抵押品轉讓給花旗銀行的完全及毫無保留的權利，任何該等轉讓將不附帶任何索賠及任何留置權、質押、按揭、押記、擔保、或所有權或任何其他產權負擔，除以花旗銀行為受益人的擔保權益以外。
13.1.11	I am and will continue at all times to be the sole and absolute beneficial owner of any and all present or future assets, other than where I am: (a) a trustee opening and maintaining an Account for the purposes of a trust; or (b) the manager of a collective investment scheme or discretionary account, opening and maintaining an Account for the purposes of managing the collective investment scheme or discretionary account, in either case as expressly known to and acknowledged by Citibank, in which case I represent and warrant that I am and will continue at all times to be duly authorised by the beneficial owner(s) of the assets, and such assets are free from all liens, charges, options, mortgages, liens and any other security interests, encumbrances and third party rights whatsoever, except those that have been previously disclosed to Citibank in writing and for which Citibank has given prior written consent, or which have been created pursuant to the Terms;	13.1.11	本人為並在任何時間將持續為任何及所有現有或將來的資產的唯一及絕對實益擁有人，除本人為：(a)受託人為信託目的而開立及維持的賬戶；或(b)集體投資計劃或全權委託賬戶的經理，為管理集體投資計劃或全權委託賬戶而開立及持有的賬戶，在任何一種花旗銀行明確知曉並承認的情況下，本人陳述及保證本人獲得並在任何時間將持續獲得資產實益擁有人妥為授權，而該等資產將不存在任何留置權、費用、期權、按揭、留置權及任何其他擔保權益、產權負擔及第三方權利，除非已事先向花旗銀行以書面形式披露及已取得花旗銀行的事先書面同意，或根據條款所作出；
13.1.12	I am responsible for entering into the transactions that I have instructed Citibank to execute and I understand the nature and risks of such transactions. I further accept that, in respect of any transaction that involves a third party, Citibank is not responsible and does not have any obligations relating to the satisfaction of any condition by or the action of any third party;	13.1.12	本人將對本人指示花旗銀行執行的交易負責，而本人了解該等交易的性質及風險。本人進一步接受，就涉及第三方的任何交易而言，花旗銀行對於有關滿足任何第三方的任何條件或第三 方作出的行為並不負責及不承擔任何責任；

- | | |
|---|---|
| <p>13.1.13 if: (a) I am acting on my own behalf, the transactions are legitimate and all monies and assets are the result of bona fide activities; and (b) I am acting on behalf of one or more persons (the identities of which have not been disclosed to Citibank), I have conducted and satisfactorily completed all relevant "know-your-customer" and anti-money laundering procedures on that or each person in accordance with Applicable Laws and Regulator Expectations and will continue to comply with such procedures in relation to that or each person;</p> | <p>13.1.13 如：(a)本人代表自己行事，交易為合法且所有款項及資產為真正活動的收益；及(b)本人代表一人或多人行事（其身份沒有向花旗銀行披露），本人根據適用法律及監管當局的期望就該人或各人進行並圓滿完成了所有相關的“認識你的客戶”及打擊清洗黑錢程序並會繼續就該人或各人遵守該等程序；</p> |
| <p>13.1.14 all assets deposited by me into any Account or which I instruct Citibank to sell or dispose of, and any Collateral provided to Citibank are fully paid with valid and good title and are and shall remain free from any claims and any lien, pledge, mortgage, charge, security or proprietary interest or other encumbrance whatsoever other than any security interest conferred in favour of Citibank or any security interest created pursuant to the Terms;</p> | <p>13.1.14 所有由本人存放於任何賬戶或由本人指示花旗銀行出售或處置的所有資產，及向花旗銀行提供的任何抵押品均已全部支付並擁有有效及妥善業權，並將不存在任何索賠及留置權、質押、按揭、押記、費用、擔保或所有人權益或其他產權負擔，除了以花旗銀行為受益人的擔保權益或根據條款作出的任何擔保權益；</p> |
| <p>13.1.15 no Default or other event which is likely to result in a Default has occurred or is continuing;</p> | <p>13.1.15 沒有違責或其他有可能導致違責的事件發生或持續地發生；</p> |
| <p>13.1.16 I have satisfied myself as to all relevant tax implications and have obtained separate tax advice where necessary;</p> | <p>13.1.16 本人已滿足所有相關的稅務責任，並在必要時已取得獨立的稅務意見；</p> |
| <p>13.1.17 I have and will comply with all Applicable Laws and Regulator Expectations (including, without limitation, Applicable Laws and Regulator Expectations which relate to the treatment and transfer of personal data), all relevant restrictions, and the terms and conditions of all relevant agreements and offering documents;</p> | <p>13.1.17 本人已及將會遵守所有適用法律及監管當局的期望（包括，但不限於，與個人資料的處理及轉讓有關的適用法律及監管當局的期望）、所有相關限制，及所有相關協議及銷售文件的條款及細則；</p> |
| <p>13.1.18 no litigation, arbitration or administrative proceedings of or before any court, tribunal or administrative body or Authority have been commenced or are threatened against or otherwise affects me;</p> | <p>13.1.18 沒有任何在法院、審裁處或行政組織已展開、被威脅提出或以任何方式影響本人的訴訟、仲裁或行政訴訟程序；</p> |
| <p>13.1.19 I have read all relevant risk disclosures;</p> | <p>13.1.19 本人已閱讀所有相關的風險披露；</p> |
| <p>13.1.20 I am capable of sustaining any and all losses which may arise from entering into the transactions that I instruct Citibank to execute;</p> | <p>13.1.20 本人有能力承擔因訂立本人要求花旗銀行執行的交易而可能產生的任何及所有損失；</p> |
| <p>13.1.21 Neither I nor any of my Subsidiaries or Affiliates, or the respective directors, officers or employees (i) is a Sanctioned Person, (ii) has assets or property blocked or subject to blocking pursuant to any Sanctions, (iii) has directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (iv) has made any unlawful payment to foreign or domestic government officials or employees to any domestic or foreign political parties or campaigns from corporate funds, (v) has failed to disclose fully any contribution which is in violation of law, or (vi) has violated in any respect any provision of any Anti-Corruption Laws or Sanctions;</p> | <p>13.1.21 本人(公司)及本人的附屬公司或關聯公司及其各自董事、人員或員工均(i) 不是被制裁人士，(ii) 沒有持有因制裁而被查封或可能被查封的資產和物業，(iii) 沒有直接或間接使用任何資金就外地或本地政治活動作非法捐獻、餽贈、提供娛樂或其他開支用途，(iv) 沒有使用公司資金給予非法款項予外地或本地政府官員或任何外地或本地政治組織員工或支持政治運動，(v) 沒有未完整披露任何違法的捐款，或 (vi) 未曾違反任何反貪污法例或制裁的法例；</p> |
| <p>13.1.22 Operations of my business and that of my Subsidiaries and Affiliates have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, as amended, the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving me or any of my Subsidiaries or Affiliates with respect to the Anti-Money Laundering Laws is pending or threatened;</p> | <p>13.1.22 本人(公司)及本人的附屬公司或關聯公司的一切事務在任何時候均遵守適用的財政紀錄管理及報告要求(及其不時所作的修改)、各地區適用的打擊洗錢法例及由各地政府或監管組織所制訂、管理和實施的相關規則、規例、指引（統稱“打擊洗錢法例”），並且本人(公司)及本人的附屬公司或關聯公司沒有牽涉或面臨任何法庭、政府機構或團體或仲裁員前的法律行動、起訴及程序；</p> |
| <p>13.1.23 where required by Applicable Laws, I have obtained or will obtain the consent of any member of my immediate family (including parents, spouse, children and siblings) to enter into any agreement, document, instrument or arrangement with Citibank including but not limited to the Terms, any Facility Letter, any Derivatives Contract, the Master Derivatives Agreement, any Security Document and any Guarantee (collectively, the "Agreements") and have or will take all necessary action as required under Applicable Laws to ensure the legality, validity and enforceability of any Agreement; and</p> | <p>13.1.23 在符合適用法律的要求下，本人已取得或將取得本人直屬家庭成員（包括父母、配偶、子女及兄弟姊妹）的同意，以和花旗銀行訂立協議、文件、文據或安排，包括但不限於本條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件及保證（統稱“協議”），並且已/將根據適用法律採取所有必要措施以確保任何協議的合法性、有效性及可執行性；及</p> |

- 13.1.24 I do not have any properties or assets being community matrimonial property with my spouse (if any) pursuant to the Applicable Laws and Regulator Expectations or otherwise and I hereby undertake to notify Citibank in writing immediately in the event that any of my properties or assets are subject to any community matrimonial property regime.
- 13.2 For the purposes of clauses 13.1.6, 13.1.21 and 13.1.22, the following definitions shall apply:
- 13.2.1 “Affiliate” means, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. If such first Person is an individual, “Affiliate” shall include any member of the immediate family (including parents, spouse, children and siblings) of such individual and any trust whose principal beneficiary is or limited partnership whose general partner is such individual or one or more members of such immediate family and any Person who is controlled by any such member or trust.
- 13.2.2 “Anti-Corruption Laws” means all laws, rules and regulations, as amended from time to time, concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, as amended and the rules and regulations thereunder, and all other applicable anti-bribery and corruption laws in Hong Kong, Singapore and applicable jurisdictions.
- 13.2.3 “Person” means an individual, corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization, joint venture or governmental authority or other regulatory body.
- 13.2.4 “Sanctions” means economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by any Sanctions Authority.
- 13.2.5 “Sanctions Authority” means the United States (including, without limitation, OFAC and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty’s Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.
- 13.2.6 “Sanctioned Jurisdiction” means, at any time, a country or territory that is, or whose government is, the subject of Sanctions.
- 13.2.7 “Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions - related list maintained by any Sanctions Authority, (b) any Person located, organized, or resident in a Sanctioned Jurisdiction, or (c) any other subject of Sanctions, including, without limitation, any Person controlled or 50% or more owned in the aggregate, directly or indirectly, by, or acting for or on behalf of, or at the direction of, any such Person or Persons described in the foregoing clauses (a) or (b).
- 13.2.8 “Subsidiary” of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than fifty percent (50%) of (a) the issued and outstanding voting stock of such corporation, (b) the interest in the capital or profits of such limited liability company, partnership or joint venture or (c) the beneficial interest in such trust or estate, is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person’s other Subsidiaries.
- 13.1.24 根據適用法律及監管當局的期望或在其他情況下，本人與配偶（如有）沒有任何財產或資產屬於社區婚姻財產，並特此承諾如本人的任何財產或資產受任何社區婚姻財產制度的約束，將立即以書面形式通知花旗銀行。
- 13.2 下列定義適用於第13.1.6, 13.1.21及13.1.22條：
- 13.2.1 “關聯人士”指就任何由其他人士而言，任何直接或透過附屬公司間接持有、被持有、或被同一人士/公司共同持有人士之人士。若該持有人是個人，“關聯人士”則包括其直屬家庭成員（包括父母、配偶、子女及兄弟姊妹）、任何信託（如該人士或其直屬家庭成員是信託的主要受益人）及任何有限責任合夥（如該人士或其直屬家庭成員是普通合夥人）。
- 13.2.2 “反貪污法例”指所有關於賄賂及貪污不時修訂的法律、規則、規例，包括但不限於美國《反海外腐敗法》、英國《2010反賄賂法案》及其不時修訂的法律、規則，及所有其他於香港及新加坡等地適用的反賄賂及貪污法例。
- 13.2.3 “人士”指任何個人、公司、合夥、有限責任公司或合夥、機構、聯合股份有限公司、信託、非法團體、合營企業、政府機構及監管機構。
- 13.2.4 “制裁”指任何制裁組織不時施加、管理或實行的經濟、貿易或財務制裁、要求或禁運。
- 13.2.5 “制裁組織”指美國(包括但不限於美國財政部海外資產控制辦公室及美國國務院)、英國(包括但不限於英國財政部)、歐洲聯盟及任何歐盟成員國家、聯合國安理會及其他相關制裁組織。
- 13.2.6 “被制裁國”指任何時候被制裁的國家或政府。
- 13.2.7 “被制裁人士”指任何時候 (a) 被制裁組織列於制裁名單上的任何人士，(b)任何置身、運作或居住於被制裁國的人士，或(c) 任何其他被制裁的目標，包括但不限於任何由上述(a)及(b)項人士直接或間接持有超過50%或代表上述人士或按其指示行事者。
- 13.2.8 任何人士的“附屬公司”指該人士(或其附屬公司)直接或間接持有任何公司、合夥、合營企業、有限責任公司、信託或其資產超過50%(a)已發行及附有投票權的股份，(b) 該有限公司、合夥及合營企業的資本或利潤的權益，或 (c) 該信託或其資產的實際權益。
- 14 Liability**
- 14.1 None of the Indemnified Persons shall be responsible for or liable to me for any Losses which may be suffered by me in any way in relation to any Account, any Services provided or to be provided to me, any Investment, any Derivatives Contract or any transaction undertaken pursuant to the Terms or between Citibank and me howsoever caused, except and except only for any such loss or damage which results directly and solely from Citibank’s fraud or wilful misconduct.
- 14. 責任**
- 14.1 所有獲彌償人士均無須就本人以任何方式可蒙受因任何賬戶、提供或將提供予本人的任何服務、任何投資、任何衍生性金融商品合約或按條款或花旗銀行與本人之間所進行的任何交易所引致的任何損失而對本人負責，僅純粹因花旗銀行的欺詐或故意的不當行為所直接造成的任何該等損失或損害除外。

- 14.2 Notwithstanding any provision of the Terms, any liability of Citibank in connection with any Losses will be limited to:
- 14.2.1 in respect of non-cash Investments and at the determination of Citibank, the market value of the relevant Investments to which such Losses relate at the time I reasonably should have been aware of such Losses or the replacement of the relevant Investments; and
- 14.2.2 replacement of cash in the relevant Account.
- 14.3 In no event shall an Indemnified Person be responsible or liable for any indirect or consequential Losses, even if advised of, or the possibility of, such Losses.
- 14.4 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be responsible or liable to me for:
- 14.4.1 any drawings made under any lost cheques or cheques on which fraudulent alterations or forgeries have been made or any Losses which I may suffer relating thereto; or
- 14.4.2 any delay or loss or diminution in the value of any funds and Investments due to or arising from any reason whatsoever,
- except and except only for any such loss or damage which results directly and solely from Citibank's fraud or wilful misconduct.
- 14.5 All obligations of Citibank and the performance thereof by Citibank shall be excused by, and none of the Indemnified Persons will be responsible or liable for any Losses suffered or incurred by me arising from, any delay, failure or inability of the relevant Indemnified Person to discharge any of its obligations in connection with any Account, any Services provided or to be provided to me, any Investments, Derivatives Contracts or any transaction undertaken pursuant to the Terms, the Master Derivative Agreement or any other agreement, document, instrument or arrangement between Citibank and me as a result of any reason or cause which is beyond Citibank's control, including any Applicable Laws and Regulator Expectations, levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any power failure, any breakdown or failure of transmission or communication or in computer facilities, postal or other strikes or industrial action, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon, storm, explosion, calamity, natural disaster, war, acts of terrorism, civil strife, sabotage, or force majeure (or any such event and collectively, "**Force Majeure**") or the occurrence of any Extraordinary Event.
- 14.6 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable to me for the unavailability of funds credited to the Account or for any Losses, delay or failure to perform any obligations or exercise any right arising from or in connection with the occurrence of any Extraordinary Event which restricts or controls the availability, convertibility or transfer of any funds of mine or any other person, whether before, on or after maturity and whether in Singapore or, as the case may be, Hong Kong, or in the country of origin of the currency of such funds or elsewhere. In the event of the occurrence of any such Extraordinary Event, Citibank may in its discretion discharge its obligations with respect to such funds by paying to me or to my order such funds at any time (whether before, on or after maturity), in any currency (whether in the currency in which such funds are denominated or in any other currency), at any rate and in any manner (whether by way of draft or cash or by applying such funds towards satisfaction of any of my obligations or the obligations of any person to Citibank), in each case, as Citibank may determine in its discretion. I agree that any such payment or application of such funds by Citibank in accordance with this Clause 14 shall constitute good and valid discharge of Citibank's obligations to me with respect to such funds.
- 14.7 Where Citibank appoints an Agent directly, Citibank shall act in good faith and use reasonable care in the selection of that Agent.
- 14.8 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for mutilation, interruptions, omissions, errors or delays in the issue or remittance of drafts, occurring as a result of events beyond the control of any Indemnified Person (including circumstances caused by Force Majeure or the occurrence of any Extraordinary Event).
- 14.9 Save for such Losses which result directly and solely from Citibank's fraud, wilful misconduct or gross negligence, I shall be solely responsible and liable for any Losses resulting from: (a) my disability or
- 14.2 不論條款的任何條文，花旗銀行與任何損失有關的任何責任只限於：
- 14.2.1 (與非現金投資有關並由花旗銀行決定)與該等損失有關的相關投資在本人應合理察覺該等損失之時的市場價值或相關投資的替代項目的市場價值；及
- 14.2.2 相關賬戶中的現金替代。
- 14.3 所有獲彌償人士在任何情況下均無須就任何間接或相應損失負責，即使獲告知該等損失或該等損失的可能性。
- 14.4 任何遭遺失的支票下或被作欺詐性修改或偽冒的支票下所被提取的任何款項或本人可能因之而蒙受的任何損失；或
- 14.4.1 任何遭遺失的支票下或被作欺詐性修改或偽冒的支票下所被提取的任何款項或本人可能因之而蒙受的任何損失；或
- 14.4.2 任何基金及投資因任何理由而引起的任何延遲或損失或價值縮減，
- 僅純粹因花旗銀行的欺詐或故意的不當行為所直接造成的任何該等損失及損害除外。
- 14.5 當因任何理由或花旗銀行無法控制的任何原因，包括任何適用法律及監管當局的期望、徵稅、稅項、禁運、延期償付、匯款限制或政府或其他機關的其他行動、任何電源故障、傳送或通訊或電腦設施中斷或故障、郵遞或其他罷工或工業行動、任何交易所、上板買賣、市場或結算所的交易終止或暫停、天災、火災、水災、雪災、颱風風暴、爆炸、災禍、自然災害、戰爭、恐怖活動、內亂衝突、破壞或不可抗力(或其他該等事件及統稱為“**不可抗力**”)或任何特別事件的發生，而引致相關的獲彌償人士的任何延遲、無法或無能力履行其與任何賬戶、提供或將提供予本人的任何服務、任何投資、任何衍生性金融商品合約或按條款、衍生性金融商品投資總協議或花旗銀行與本人/吾等之間的任何其他協議、文件、文書或安排所進行的交易有關的任何責任，花旗銀行的所有責任及對之的履行均被免除，而所有獲彌償人士均無須就本人可蒙受或招致因前述的情況所引起的任何損失負責。
- 14.6 在不限制前文的一般性的原則下，所有獲彌償人士均無須就因任何限制或控制本人或任何其他人士的任何資金的備用度、兌換度或轉移的特別事件的發生，不論是在到期前、到期時或到期後及不論是在新加坡或(視乎情況而定)香港或在該資金的貨幣的來源國或其他地方發生，而造成存入賬戶的資金不予備用或引起任何損失、延遲或未能履行任何責任或行使任何權利而向本人負責。如發生任何該等特別事件，花旗銀行可按其酌情權，隨時(不論是在款項到期前、到期時或到期後)，以任何貨幣(不論是以該等資金的面值貨幣或任何其他貨幣)，按任何費率及以任何方式(不論是以匯票或現金或動用該等資金抵償本人或任何人士對花旗銀行的任何責任)向本人支付或按本人指示支付該等資金，以解除其就該等資金的責任(花旗銀行在各情況下，均可按其酌情權決定)。本人同意花旗銀行按照本第14條支付或動用該等資金，均構成良好及有效解除花旗銀行就該等資金對本人的責任。
- 14.7 如花旗銀行直接委任代理，花旗銀行應以真誠及合理謹慎選擇代理。
- 14.8 在不限制前文的一般性的原則下，所有獲彌償人士均無須就因任何獲彌償人士所無法控制的事件(包括不可抗力引致的情況或任何特別事件發生)而引致的匯票發出或轉付的損毀、中斷、遺漏、錯誤或延遲而負責。
- 14.9 除純粹因花旗銀行的欺詐、故意的不當行為或嚴重疏忽所直接造成的該等損失外，本人須就任何因：(a)本人屬任何性質的喪失能力或無行為能力行事；及(b)本人的授權簽署人屬任何性質的喪失能力或無行為

incapacity of whatever nature to act; and (b) the disability or incapacity of whatsoever nature on the part of my Authorised Signatory. For the avoidance of doubt, nothing herein shall obligate Citibank to enquire or ascertain my ability or capacity or those of my Authorised Signatory.

14.10 Without limitation to the generality of the foregoing, none of the Indemnified Persons shall be liable for any Losses suffered by me or any other person should a cheque, in respect of which: (a) Instructions to stop or countermand payment had been given by me; and (b) Citibank had in good faith followed the usual procedures for handling such instructions, nevertheless, for any reason whatsoever, be paid or certified by Citibank and Citibank shall be entitled to debit from an Account the full amount of any such cheque paid notwithstanding such Instructions.

14.11 Each of the Indemnified Persons shall be entitled to every exemption from liability, every defence and every indemnity to which Citibank is entitled.

15 Set-Off, Lien and Net Settlement

15.1 15.1 In addition to Citibank's rights under Clauses 8.9 and 8.10.7 and any other rights that Citibank may be entitled to by law or otherwise, Citibank may at its discretion at any time and from time to time upon written notice to me combine, consolidate or merge the balances on all or any of the Accounts held in my name (including Accounts held by me jointly with others) at any branch of Citibank or any account with any Citigroup Company wherever located (notwithstanding that any fixed deposit has not matured) (the **"Deposits"**), and/or on any Investments, provided that Citibank shall not be required to give such notice (written or otherwise) where a Default occurred, and Citibank's right of set-off shall extend to include a continuing right at any time and without any prior notice or demand forthwith to transfer, debit and set-off all or any part of any Deposits and Investments and to apply the same in or towards payment or satisfaction of all of my present and future indebtedness and liabilities (including all costs, charges and expenses incurred by Citibank or any Citigroup Company and all goods and services tax and other duties and taxes payable thereon) to Citibank or any Citigroup Company for which I am liable, whether as surety or otherwise, whether owing individually, jointly or jointly and severally, present or future, actual or contingent on any current or other account and all interest and bank charges and Liabilities (hereinafter collectively referred to as the **"Indebtedness"**). I agree that the authorisation given in this Clause 15 is irrevocable so long as any Indebtedness is due from me to Citibank or a Citigroup Company or so long as any of my obligations under the Terms remain. The application by Citibank of any sum under this Clause 15 shall not be deemed to be a payment of the amount due (except to the extent of any amount standing to the credit of any Account and so applied) or a waiver of any Default and if any transfer or debiting for the purposes of such application causes any Account to be overdrawn, interest shall be payable accordingly on the overdrawn amounts. For the purposes of this Clause 15, Citibank shall take reasonable steps to apply any credit balances in any Account before debiting Accounts that would become overdrawn. If an obligation is unascertained, Citibank may in good faith estimate that obligation and set-off in respect of that estimate. Unless otherwise agreed by Citibank in writing, I am not permitted to set-off any amount owed by me to Citibank or any Citigroup Company against any indebtedness or liabilities owed to me by Citibank or any Citigroup Company.

15.2 If any of the Indebtedness is in a different currency from the amounts standing to the credit of an Account, Citibank is authorised to effect any necessary conversion, in a manner Citibank considers appropriate at its prevailing rate of exchange, in order to exercise its right of set-off. I shall bear any costs, expenses or fees incurred in respect of such conversion.

15.3 In addition, and without prejudice to Citibank's general right of set-off under law, herein or otherwise, Citibank shall be deemed to have exercised its right of set-off upon the happening of any of the following events:

- 15.3.1 the crystallisation of any floating charge created by me over any of my property, assets or undertaking;
- 15.3.2 the presentation of a bankruptcy or winding up petition, a petition for the appointment of a receiver, judicial manager or similar officer in relation to me, or other similar process, or the passing of a resolution to effect the same; and
- 15.3.3 any execution is issued against or levied upon any of my assets or Accounts.

能力行事而造成的任何損失獨自負責。為免生疑問，花旗銀行並無義務查詢或查明本人或本人的授權簽署人的能力或行為能力。

14.10 在不限制前文的一般性的原則下，就支票：(a)已被本人發出停止或取消支付的指示；及(b)花旗銀行真誠地按照一般程序處理該等指示，然而因任何理由花旗銀行已支付或核證支票，所有獲彌償人士均無須就本人或任何其他人士所蒙受的任何損失負責及花旗銀行有權從賬戶中扣除任何該已支付的支票的全數款額，即使該等指示經已發出。

14.11 每位獲彌償人士均有權享有花旗銀行所享有的所有的責任豁免、辯護及彌償。

15. 抵銷、留置權及淨額結算

15.1 除花旗銀行在第8.9及8.10.7條下的權利及花旗銀行在法律上或其他情況所可能享有的任何其他權利之外，花旗銀行可按其酌情權隨時及不時，在以書面方式通知本人的情況下，組合、綜合或合併以本人名義於花旗銀行任何分行持有的所有或任何賬戶(包括由本人與他人共同持有的賬戶)或於任何地方的花旗集團公司的任何賬戶的結餘(不論任何定期存款是否已到期)(**"存款"**)及/或任何投資的結餘，但當違責發生時花旗銀行將不須作出該(書面或其他)通知，而花旗銀行的抵銷權伸延至包括一持續的權利，可隨時在不作任何事先通知或要求的情況下即時轉賬、扣除及抵銷任何存款及投資的全部或任何部份，並將之用以支付或抵償本人欠負花旗銀行或任何花旗集團公司的所有現時及將來的欠債及債項(包括花旗銀行或任何花旗集團公司招致的所有費用、收費及開支及所有在其上須支付的貨品及服務稅項及其他徵稅及稅項)，不論是以擔保人或其他身份，不論是單獨地、共同地或共同及各別地、現時或將來的、實有或或有的，在任何往來或其他賬戶欠負的及所有利息及銀行收費及債項(統稱為**"欠債"**)。本人同意凡本人尚欠負花旗銀行或花旗集團公司任何欠債或本人在條款下尚有任何責任，本第15條所授予的授權為不可撤回。花旗銀行在本第15條下動用任何款項均不應被視為支付到期須付款項(任何賬戶中有任何結存款項並予以動用則除外)或對任何違責的寬免，及如就該動用所作的任何轉賬或扣款導致任何賬戶被透支，則須就所透支的款額支付利息。為本第15條的目的而言，花旗銀行將在扣取會變為透支的賬戶之前，採取合理的步驟動用任何賬戶中的任何結存。如有任何不確定的責任，花旗銀行可真誠地評估該責任並按該評估予以抵銷。除非花旗銀行另行以書面同意，本人不得以花旗銀行或任何花旗集團公司欠負本人的任何欠債或債項抵銷本人欠負花旗銀行或任何花旗集團公司的任何款項。

15.2 如任何欠債的貨幣單位與賬戶結存款項的貨幣不同，花旗銀行獲授權以其認為合適的方式按其當時的匯率作任何必要的兌換，以行使其抵銷權。本人須負責就該兌換而招致的任何費用、開支或收費。

15.3 加之於，及在無損於花旗銀行在法律下、此下或其他情況下享有之一般抵銷權，花旗銀行應在下列任何情況發生時被視為已行使其抵銷權：

- 15.3.1 本人對本人的任何財產、資產或業務設立的任何浮動押記具體化；
- 15.3.2 與本人有關的破產或清盤呈請書、委任財產接管人、司法管理人或相類人士的呈請書之呈示，或其他相類的程序，或任何使之生效的決議獲通過；及
- 15.3.3 本人的任何資產或賬戶被發出任何执行程序文件或被實施执行程序。

- 15.4 Citibank has the right of lien on all credit balances in all the Accounts (including the Investments in the Accounts) and all assets which may, for any reason whatsoever, be in Citibank's possession (whether held in Citibank's or its Agent's name) or control and all assets it holds for any of the Accounts, whether in Citibank's own custody or placed elsewhere in the name of and/or under the control of a third person, with power for Citibank to sell, realise or liquidate any or all of them without further notice to or consent from me as Citibank may, in its discretion, deem fit and to apply the net proceeds thereof against all the Indebtedness and all claims which Citibank may have against me, or such of the Indebtedness or claims, as the case may be, regardless of the due dates of such Indebtedness or claims or the currencies in which they are expressed and whether or not such Indebtedness or claims are secured or unsecured.
- 15.5 Where I have two or more Investments or other transactions with Citibank, to the extent that they are capable of being set-off or netted out against one another, I acknowledge and agree that Citibank may perform any netting or set-off that it considers appropriate and settle with me for the net balance outstanding. Any borrowings or other arrangements which give rise to a liability on my part towards Citibank may be taken into account for this purpose.
- 15.6 Nothing in the Terms shall be treated as constituting any restriction or waiver of any rights or remedies to which Citibank is or may at any time be entitled by law or otherwise.
- 15.7 All of the rights of Citibank hereunder shall apply to, and be conferred on, the Citigroup Companies, all of which shall be entitled to enforce and enjoy the benefit of this Clause 15 to the fullest extent permitted by the law. Nothing in the foregoing sentence shall affect Citibank's right to amend, modify, supplement and/or replace the Terms in its discretion and no prior notice to or consent from any of the Citigroup Companies or any third party would be required for it to do so.

15A Settlement Finality for Certain Foreign Exchange Transactions

- 15A.1 For the purpose of this Clause 15A, the following terms have the meanings prescribed below:

"Cash Transfer Instruction" means an instruction given by me/ us to my/our deposit or custodian bank or other settlement or paying agent (as applicable), whether Citibank or a third party, (in such capacity, the **"Paying Bank"**) to irrevocably transfer to, or otherwise place at the disposal of, Citibank in its capacity as principal to the FX Transaction With Two Settlement Payment Flows (in such capacity, the **"Citi Receiving Bank"**) for the settlement of any payment owing under a FX Transaction With Two Settlement Payment Flows, by debiting my/our nominated account at the Paying Bank with an amount of money (the **"FX Settlement Funds"**) which is to be credited to an account of Citi Receiving Bank for its own account.

"FX Transaction with Two Settlement Payment Flows" means any foreign exchange (FX) transaction between Citibank and me/ us that consists of two settlement payment flows, including any FX spot transaction, FX forward, FX swap, deliverable FX option and currency swap involving exchange of principal but excluding any FX instrument that involve one-way settlement payments, such as any non-deliverable forward, non-deliverable option and contract for difference.

- 15A.2 Timeframe when settlement instructions are irrevocable and funds are received with finality for certain FX transactions with two settlement payment flows

- 15A.2.1 Citibank and I/we agree to the following in connection with the point at which funds are received with finality, and the point at which instruction become irrevocable and unconditional for a FX Transaction with Two Settlement Payment Flows:

15A.2.1 (a) Cash Transfer Instruction

A Cash Transfer Instruction shall be irrevocable and unconditional at the time (the **"Cash Transfer Relevant Time"**) when notified (which notification may be in writing, including email, or oral) to the Paying Bank.

15A.2.1 (b) Settlement Finality

The FX Settlement Funds for a FX Transaction with Two Settlement Payment Flows will be deemed to be received with finality by the Citi Receiving Bank at the Cash Transfer Relevant

- 15.4 旗銀行對所有賬戶中所有結存(包括賬戶中的投資)及因任何理由而由花旗銀行可能管有(不論以花旗銀行或其代理的名義持有)或控制的所有資產及其就任何賬戶持有的所有資產(不論是由花旗銀行親自保管或以第三者的名義及/或在其控制下放置於別處)均具有留置權, 及有權按其酌情權認為合適出售、變現或清算其任何部份或全部, 而無須再作通知本人或取得本人的同意, 並將所得的淨收益用以抵償所有欠債及花旗銀行可對本人的所有申索, 或該欠債或申索(視乎情況而定), 不論該等欠債或申索的到期日或其以之為單位的貨幣及不論該等欠債或申索是否有抵押。

- 15.5 當本人於花旗銀行擁有兩項或以上的投資或其他交易, 在其等可被相互抵銷或對沖的範圍內, 本人確認及同意花旗銀行可進行其認為適當的任何對沖或抵銷, 並與本人結算尚欠淨結餘。任何借款或可產生本人對花旗銀行的責任的其他安排均可就此目的而計算在內。

- 15.6 條款的内容不應被視為構成對花旗銀行隨時在法律下或其他情況下享有的任何權利或補救方法的任何限制或寬免。

- 15.7 在法律許可的最大範圍內, 花旗銀行在此下的所有權利適用於及賦予花旗集團公司全體均有權行使及享有本第15條的利益。前述文句的内容並不影響花旗銀行按其酌情權修正、修改、補充及/或取替條款的權利, 亦無須事先獲取任何花旗集團公司或任何第三方的同意或對其作出事先通知。

15A. 某些外匯交易之交收終局性

- 15A.1 就本第15A條而言, 下列詞語具有以下含義:

"現金轉撥指示" 指本人/吾等向本人/吾等的存款或託管銀行或其他交收或付款代理人(如適用), 不論是花旗銀行或第三方(在此等身份下稱為**"付款銀行"**), 發出的指示, 以不可撤銷的方式轉撥或以其他方式交由花旗銀行以其作為具有兩筆交收付款流程的外匯交易主事人的身份(在此身份下稱為**"花旗收款銀行"**)處置具有兩筆交收付款流程的外匯交易下的任何欠款的交收, 方法是於本人/吾等在付款銀行的指定賬戶扣除一筆將為其賬戶所存入至花旗收款銀行的金額(**"外匯交收資金"**)。

"具有兩筆交收付款流程的外匯交易" 指花旗銀行與本人/吾等之間任何由兩筆交收付款流程組成的外匯交易, 包括任何外匯即期交易、外匯遠期、外匯掉期、可交割的外匯期權和涉及本金互換的貨幣互換, 但不包括任何涉及單向交收付款的外匯工具, 如任何非交割的遠期、非交割的期權和差價合約。

- 15A.2 交收指示為不可撤銷及就某些具有兩筆交收付款流程的外匯交易的資金以終局性的方式被接收的時間

- 15A.2.1 花旗銀行和本人/吾等同意以下有關於何時資金以終局性的方式被接收及於何時就具有兩筆交收付款流程的外匯交易作出的指示為不可撤銷及無條件的條款:

15A.2.1 (a) 現金轉撥指示

當付款銀行收到現金轉撥指示通知(該通知可以書面形式作出, 包括電子郵件或以口頭形式作出)時(**"現金轉撥相關時間"**), 該現金轉撥指示即為不可撤銷和無條件。

15A.2.1 (b) 交收終局性

除非付款銀行(以其獨有及絕對酌情權)拒絕接受現金轉撥指示, 否則具有兩筆交收付款流程的外匯交易的外匯交收資金將被視為在現金轉撥相關時間被花旗收款銀行以終局性的方式接收。

Time, unless the Paying Bank (in its sole and absolute discretion) refuses to accept the Cash Transfer Instruction.

15A.2.1 (c) On-us Settlement

Each of clauses 15A.2.1 (a) and 15A.2.1 (b) above shall apply regardless of whether a FX Transaction with Two Settlement Payment Flows is settled on an "on-us" basis or otherwise. A FX Transaction with Two Settlement Payment Flows is settled on an "on-us" basis when both legs of a FX Transaction with Two Settlement Payment Flows are settled across the books of a single institution (for example, Citibank).

15A.2.1 (c) 在線（“on-us”）交收

無論具有兩筆交收付款流程的外匯交易是以“在線（on-us）”方式還是以其他方式交收，上述第15A.2.1(a)和15A.2.1(b)條均適用。當具有兩筆交收付款流程的外匯交易雙端在單一機構（例如花旗銀行）的賬簿中交收時，該具有兩筆交收付款流程的外匯交易以“在線（on-us）”方式交收。

16 General Provisions

- 16.1 Any confirmation, certificate or determination by Citibank as to any of the matters in the Terms shall (save for manifest error) be final, conclusive and binding on me.
- 16.2 No failure or delay on Citibank's part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right without further notice to or demand on me, or prejudice Citibank's rights against me in any respect or render Citibank responsible or liable for any Losses arising therefrom. Citibank's rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.
- 16.3 Citibank may grant time or other indulgence to me or any other person, without impairing or affecting in any way any of Citibank's rights against me, any such other persons or our respective assets or any security or guarantee in Citibank's favour.
- 16.4 I agree at any time and from time to time, at my expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that Citibank may request to accomplish the purposes of the Terms or to comply with any Applicable Laws and Regulator Expectations.
- 16.5 If any provision of the Terms shall be declared or adjudged to be illegal, invalid or unenforceable under any Applicable Laws, such illegality, invalidity or unenforceability shall not affect any other provisions which shall remain in full force, validity and effect.
- 16.6 Nothing in the Terms shall operate to remove, exclude or restrict any of my rights or obligations of Citibank under Applicable Laws and Regulator Expectations.
- 16.7 I irrevocably waive all immunity and agree and undertake that I will not claim any such immunity in any proceedings arising out of or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document, instrument or arrangement between Citibank and me, or any non-contractual obligations arising out of or in connection with the same, including, but not limited to, any immunity from:
- 16.7.1 the jurisdiction of any court;
- 16.7.2 service of process;
- 16.7.3 injunctive or other interim relief, or any order for specific performance or recovery of land; and
- 16.7.4 any process for execution of any award or judgment against my property.
- 16.8 The Terms, the Master Derivative Agreement and any other agreement, document or instrument or arrangement between Citibank and me and any Instruction may be executed in any number of counterparts, and in respect of each agreement, document or instrument or arrangement or Instruction, each counterpart when taken together shall constitute one and the same document.
- 16.9 If I have a complaint, I will contact my relationship manager. To enable Citibank to fully investigate and resolve my complaint, I will provide the following information when making a complaint: (a) my name, address and a daytime telephone number and/or address where Citibank can contact me; (b) a clear description of my concern or complaint; (c) details of what I would like Citibank to do to resolve the complaint; and (d) copies of any relevant documents. Any complaint

16. 一般條款

- 16.1 花旗銀行對條款中的任何事項的任何確認、證明或決定均為最終、不可推翻及對本人具約束力（有明顯錯誤則除外）。
- 16.2 花旗銀行不行使或延遲行使此下之任何權利，並不因此視為放棄行使該權利，任何單一或部分行使此下的任何權利亦不排除對之的任何其他或進一步行使或對任何其他權利的行使而無須再通知或要求本人，亦不會損害花旗銀行在任何方面對本人的權利或不會令花旗銀行須為因此而引起的任何損失負責。花旗銀行於此下之權利及補救方法為可累積的，且並不排除法律所賦予之任何其他權利或補救方法。
- 16.3 花旗銀行可向本人或任何其他人士給予時間或其他寬限，而無損於或影響花旗銀行對本人、任何該等其他人士或吾等各自的資產或以花旗銀行為受益人的任何抵押或擔保的任何權利。
- 16.4 本人同意於隨時及不時，立即簽立、蓋章或交付所有可能必須或花旗銀行要求以使完成條款之目的或遵從任何適用法律及監管當局的期望的所有進一步之文書及文件，並採取所有進一步之行動，費用由本人負責。
- 16.5 若條款中之任何條文在任何適用法律下被宣告或判定為不合法、無效或不可執行，任何其他條文並不會受有關不合法、無效或不能執行所影響，並為一直保持完全效力、有效及作用。
- 16.6 本條款中的任何內容均不得用以刪除、排除或限制在適用法律及監管當局的期望下任何本人的權利或花旗銀行的義務。
- 16.7 本人不可撤回地放棄所有豁免權並同意及承諾本人將不會在任何與條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何其他協議、文件、文書或安排，或與之而引起或有關的法律程序中要求任何該豁免權，或與之而引起或有關的任何非合約義務，包括，但不限於，以下任何豁免：
- 16.7.1 任何法院的司法管轄權；
- 16.7.2 送達程序文件；
- 16.7.3 強制或其他中期濟助，或強制履行或恢復土地的命令；及
- 16.7.4 本人的任何資產根據裁決或判決被實施執行程序。
- 16.8 條款、衍生性金融商品投資總協議及花旗銀行與本人之間的任何其他協議、文件或文書或安排及任何指示可以任何數量的備份簽立，並就每一協議、文件或文書或安排或指示而言，所有備份一併構成唯一的同一份文件。
- 16.9 如本人有投訴，本人會聯絡本人的聯繫經理。為讓花旗銀行能全面調查並解決本人的投訴，本人投訴時將提供以下資料：(a)本人的姓名、地址及花旗銀行可聯絡本人的日間電話號碼及/或地址；(b)本人的關注或投訴的清楚描述；(c)本人希望花旗銀行如何解決投訴的細節；及(d)任何有關文件的副本。提交給花旗銀行的任何投訴將保密處理。本第16.9條不妨礙本人向機關或其他有關機構提出投訴的權利。

submitted to Citibank shall be treated confidentially. This Clause 16.9 is without prejudice to my right to complain to an Authority or other relevant body.

17 Change of Terms and Particulars

- 17.1 Citibank may at any time give notice to me of any change to the Terms, the Circular or any of the Services by post or such other means as Citibank shall think fit including by posting on the Electronic Client Application or Citibank's website. Changes shall take place on and from such date as specified in the notice or, if no such date is specified, on and from the date of such notice. Without prejudice to the foregoing, the use or continued use (for clarity, this will include the maintenance of any Dormant Account (as defined in Clause 24.15) of any of Citibank's Services after such change shall also be deemed as my acceptance and agreement to the same.
- 17.2 In the case of any changes affecting Citibank's fees and/or charges (including any change in the basis on which fees and charges are determined) or any of my liabilities or obligations, notice will be given by Citibank not less than 30 days prior to such changes taking effect.
- 17.3 Citibank may, from time to time, introduce and provide new Services and notify the terms and conditions governing such new Services to me by post or such other means as Citibank shall think fit, and the terms and conditions governing such new Services will be binding on me and will supplement and form part of the Terms in the event that I choose to utilise such Services.
- 17.4 Any change to my name, address or identifying particulars or those of any of my Authorised Signatories or the authority given to or of any of my Authorised Signatories and/or each of my Authorised Signatories or my signature style will forthwith be notified to Citibank. Until such time as Citibank has received notice of any change relating to me or my Authorised Signatory, it is entitled to rely on any information, authorisation or document previously provided to it. Where an Account is opened in the name of a corporation, we undertake:
- 17.4.1 to notify Citibank of any change in or event which may affect our shareholding or beneficial ownership; and
- 17.4.2 that, if we should issue any shares in bearer form at any time in the future, we will notify Citibank at the time of our issue of such shares and provide particulars of such issue at the time of their issuance.
- 17.5 Without prejudice to Clause 17.1, no amendment or waiver of any provision of these Terms, any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement) nor consent to any departure by me therefrom shall in any event be effective unless the same shall be in writing and accepted by Citibank and then such amendment or waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. I acknowledge and agree that the effect of this provision is to exclude the possibility of any course of conduct or oral representation or oral agreement from constituting a legally binding variation of these Terms, any other document, agreement or contract entered into between me and Citibank (including the Master Derivative Agreement).

18 Notices and Demands

- 18.1 Any notice, request or demand by Citibank may be given to me or made on me either orally or in writing or in such other manner as Citibank may in its discretion determine to be appropriate.
- 18.2 Any notice or demand in writing by Citibank shall be deemed to have been sufficiently served on me if served on me personally (or, in the case of a limited company, at its registered office last known to Citibank) or sent by facsimile to my facsimile number, or sent by post addressed to me at my address last known to Citibank (which, in the case of a corporation or any other entity, shall include its registered office or other address filed with the relevant presiding authority last known to Citibank) or sent by e-mail to my e-mail address last known to Citibank. Any such notice or demand in writing shall be effective when served personally or left at any such place, or if sent by post, two (2) days after the date of posting or if sent by facsimile, when despatched or if sent by e-mail, when such notice or demand in writing becomes capable of being retrieved by me at the e-mail address I have provided to Citibank. When sent by post and in proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

17. 條款及資料變更

- 17.1 花旗銀行可隨時就條款、該通告及任何服務的任何變更，以郵寄或花旗銀行認為合適的該等其他方式(包括發放於電子客戶應用程序或花旗銀行網站)，向本人發出通知。變更在通知書所訂明的該日期或(若並無訂明日期)該通知書發出當日起生效。在無損於前文所述的情況下，在該變更後使用或繼續使用(為求清晰，此將包括不活躍賬戶的維持(在第24.15條定義)花旗銀行的任何服務，應被視為本人接納及同意該變更。
- 17.2 如有影響花旗銀行的費用及/或收費(包括決定任何費用及收費的基礎有任何變化)或本人的債項或責任的任何變更，應在該等變更生效前不少於30天由花旗銀行發出通知。
- 17.3 花旗銀行可不時推出及提供新服務並以郵寄或花旗銀行認為合適的該等其他方式通知本人有關規管該等新服務的條款及條件，如本人選擇採用該等服務，則規管該等新服務的條款及條件將對本人具約束力，並將補充及構成條款的一部份。
- 17.4 本人或本人的任何一位授權簽署人的姓名、地址或身份識別資料或本人的任何及/或每位授權簽署人獲授予的權限或本人的簽署方式如有任何變更，將會立即通知花旗銀行。花旗銀行有權依賴其先前獲提供的任何資料、授權或文件，直至接到任何與本人或本人的授權簽署人有關的變更的通知書為止。如賬戶以法團的名義開立，吾等承諾：
- 17.4.1 就可能影響吾等的股份持有量或實益擁有權的任何變更或事件通知花旗銀行；及
- 17.4.2 即，若吾等在將來任何時候發行任何以持有人形式的股份，吾等將在發行該等股份時通知花旗銀行並在發行時提供該次發行的詳細資料。
- 17.5 在無損於第17.1條下，修正或寬免此等條款、本人與花旗銀行之間訂立的任何其他文件、協議或合約(包括衍生性金融商品投資總協議)的任何條文或同意本人對之的任何背離均在任何情況下無效，除非該修正或寬免或同意是以書面並由花旗銀行接受，則該修正或寬免或同意只在特定的情況下及為發出的特定的目的而有效。本人確認及同意此條文的效力是排除任何連串行為或口頭陳述或口頭協議構成此等條款、本人與花旗銀行之間訂立的任何其他文件、協議或合約(包括衍生性金融商品投資總協議)之合法及具約束力的更改的可能。

18. 通知及索求

- 18.1 任何由花旗銀行發出的通知、要求或索求可以口頭或書面或花旗銀行按其酌情權決定為合適的該其他方式向本人發出或作出。
- 18.2 任何由花旗銀行發出的通知或索求，若親自送達予本人(或，若為有限公司，則為親自送達至花旗銀行最後知悉的註冊辦事處)或以傳真方式發送至花旗銀行最後知悉的本人的傳真號碼，或以郵寄方式發送至花旗銀行最後知悉的本人的地址並註明本人為收件人(若為法團或任何其他實體，則包括花旗銀行最後知悉的其註冊辦事處或向有關主管機關存檔的其他地址)或以電子郵件方式發送至花旗銀行最後知悉的本人的電郵地址，應被視為已充分送達予本人。任何該書面通知或索求，在親自送達時或留置於任何該處所時生效，或若以郵寄方式發送，則在郵寄日的兩(2)天後生效，或若以傳真方式發送則在發送時生效，或若以電子郵件方式發送則在本人能夠在本人向花旗銀行提供的電郵地址擷取該書面通知或索求時生效。當以郵寄方式發送及證明該送達或交付，妥善填上地址並貼上郵票及投遞的封面應為充足證明。

18.3 Notice by Citibank may also be sent in the form of a Statement or Advice insert, message by electronic mail or pre-printed on a Statement or Advice, or through any other appropriate form determined by Citibank, including press advertisements, display of notices in Citibank's banking halls, reception, meeting areas or website, or the sites/screens of Citibank's automated teller machines, or other means.

19 Assignment

19.1 I agree to any novation of, and further agree that Citibank is entitled to and may assign or transfer absolutely to an assignee or transferee all or some of its rights, title, interests, benefits, obligations and liabilities under, the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document and any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder. I further agree that any such novation, assignment or transfer may be effected by Citibank delivering to me a notice to that effect whereupon: (a) Citibank's novated, assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the novatee, assignee or transferee; (b) Citibank shall thereafter be fully discharged and released from its novated, assigned or transferred obligations and liabilities thereunder; (c) Citibank shall retain all rights, title, interests, benefits, obligations and liabilities not so novated, assigned or transferred; (d) the novatee, assignee or transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which Citibank novated, assigned or transferred; and (e) any acknowledgement, information or Instruction given by me and/or my Authorised Signatories to Citibank may be relied and acted upon by the novatee, assignee or transferee as if given by me and/or my Authorised Signatories to the novatee, assignee or transferee in relation to any Account or securing my obligations thereunder and shall apply and have effect in relation thereto.

19.2 Notwithstanding any other provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document and any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder, I consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of Citibank's rights and/or obligations thereunder to disclosure to any novatee, assignee or transferee, by Citibank, of any and all information relating to me, any and all Accounts and the Terms and any other information whatsoever which may be required in relation thereto.

19.3 The Terms shall be binding upon Citibank's and my respective successors and assigns and inure to my and Citibank's benefit, and also to the benefit of the persons provided by the Terms, except that I shall not in any way encumber, charge, declare a trust over, assign or transfer all or any of my Liabilities, rights, interest or benefit in or to any Account or transaction or any assets custodied with Citibank without Citibank's prior written consent. For the avoidance of doubt, the Terms shall operate for the benefit of Citibank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of Citibank or any such successor or assign.

20 Governing Law

20.1 The Terms and any non-contractual obligations arising out of or in connection with the Terms with Citibank shall be governed by the laws of Singapore where the Account is opened with Citibank, N.A., Singapore branch. The Terms and any non-contractual obligations arising out of or in connection with the Terms with Citibank shall be governed by the laws of Hong Kong where the Account is opened with Citibank, N.A., Hong Kong branch.

20.2 I hereby irrevocably submit to the exclusive jurisdiction of the Singapore or Hong Kong courts in accordance with the jurisdiction of the branch with which the Account is opened, but agree that, at Citibank's sole option, Citibank may take action hereunder in the courts or before the authorities of any other jurisdiction.

20.3 I waive any recourse to any other court or tribunal to challenge any judgment or order, or the recognition or enforcement of such judgment or order, insofar as such recourse can be validly waived.

20.4 Where I do not reside in Singapore or, as the case may be, Hong Kong, I undertake to nominate an agent with an address in Singapore or, as

花旗銀行亦可透過結單或通知插頁、電郵信息或預印在結單或通知的方式發送，或透過任何花旗銀行決定的任何其他合適的方式發送通知，包括刊登廣告、展示通告於花旗銀行大堂、接待處、會議地方或網站或花旗銀行的自動櫃員機的地點、及/或螢幕，或其他方式。

19. 轉讓

19.1 本人同意條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件及花旗銀行與本人之間的任何其他協議、文件或文書或安排或任何與之有關或與任何賬戶有關或擔保本人在其下的責任的轉易書及擔保書的任何約務更替，並進一步同意花旗銀行有權及可絕對地向受讓人或承轉人轉讓或轉移其在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件及花旗銀行與本人之間的任何其他協議、文件或文書或安排或任何與之有關或與任何賬戶有關或擔保本人在其下的責任的轉易書及擔保書下的所有或部份權利、所有權、權益、利益、責任及債項。本人進一步同意任何該約務更替、轉讓或轉移可由花旗銀行透過向本人發出通知下生效，據此：(a)花旗銀行的已更替、轉讓或轉移的權利、所有權、權益及利益已轉移予更替人、受讓人或承轉人並由其承擔；(b)花旗銀行在其後獲完全解除及免除其已更替、轉讓或轉移的責任及債項；(c)花旗銀行保留未予以更替、轉讓或轉移的所有權利、所有權、權益、利益、責任及債項；(d)更替人、受讓人或承轉人在其後受花旗銀行所更替、轉讓及轉移的相同權利、所有權、權益、利益、責任及債項所約束；及(e)本人及/或本人的授權簽署人向花旗銀行發出的任何確認、資料或指示均可獲更替人、受讓人或承轉人所依賴並據之行事，猶如由本人及/或本人的授權簽署人就任何賬戶或擔保本人在其下的責任而向更替人、受讓人或承轉人發出一樣，並對之適用及有效。

19.2 不論條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件及花旗銀行與本人之間的任何其他協議、文件或文書或安排或任何與之有關或與任何賬戶有關或擔保本人在其下的責任的轉易書及擔保書的任何其他條文，本人就花旗銀行在其下的任何權利及/或責任的任何或任何擬作出的約務更替、轉讓、轉移或出售，同意花旗銀行向任何更替人、受讓人或承轉人透露任何及所有與本人、任何及所有賬戶及條款有關的資料及與之有關所需要的任何其他資料。

19.3 條款對花旗銀行及本人各自的繼承人及受讓人具約束力，而本人及花旗銀行及條款所規定的人士可享有條款的利益，但本人不能在沒有花旗銀行的事先書面同意下以任何方式對本人所有或任何的債項、任何賬戶或交易的權利、權益或利益或由花旗銀行保管的任何資產，加設產權負擔、押記、宣佈信託、轉讓或轉移。為免生疑問，條款應以有利於花旗銀行及其繼承人及受讓人的方式施行，不論任何透過花旗銀行或任何該繼承人或受讓人的組成的合併、綜合或其他情況的變化。

20. 規管法律

20.1 如賬戶是在花旗銀行的新加坡分行開立，條款及與之而引起或與花旗銀行的條款相關的任何非合約義務，受新加坡法律所規管。如賬戶是在花旗銀行的香港分行開立，條款及與之而引起或與花旗銀行的條款相關的任何非合約義務，受香港法律所規管。

20.2 本人茲此不可撤回地接受賬戶根據開立的分行之所在司法管轄區受香港或新加坡法院的獨有司法管轄權所管轄，但同意花旗銀行可自行全權選擇在任何其他司法管轄區的法院或機關提出訴訟。

20.3 本人放棄向任何其他法院或審裁處就任何判決或命令，或對確認或強制執行該等判決或命令提出異議。

20.4 如本人並非居於新加坡或(視乎情況而定)香港，而花旗銀行有此要求，本人承諾指定一名地址在新加坡或(視乎情況而定)香港的代理人

the case may be, Hong Kong to accept service of any legal process in Singapore or, as the case may be, Hong Kong on my behalf, if requested to do so by Citibank. Such agent shall acknowledge in writing to Citibank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on me. If I fail to so nominate, I agree that service of legal process on me shall be deemed to be due and sufficient if served on me by leaving it at or sending it by post to my address last known to Citibank.

21 Disclosure of Customer Information

21.1 I hereby expressly acknowledge and consent to the Citigroup Companies and their respective Representatives collecting, accessing, viewing, using, holding, sharing, processing and storing and disclosing public and non-public data and information about me, my beneficial owners, my business relations, holdings and dealings, persons under the trust, partners, committee members, Related Parties, Representatives, Guarantors, Security Parties, Substantial Shareholders or Authorised Signatory(ies) (as the case may be), any Accounts, Investments, Facilities and any transactions, including Confidential Information and Customer Personal Data, (“**Relevant Information**”) among Citigroup Companies, and with Agents, counterparties, issuers of Investments, vendors, purchasers, support service providers and other relevant parties (including those described in the Circular), which may be located within or outside Singapore or, as the case may be, Hong Kong, for the purposes of:

- 21.1.1 making decisions relating to the opening, maintenance or continuation of Accounts and the establishment, provision or continuation of banking/ credit facilities or Services including banking/financial services, and processing any applications for Accounts and Services;
- 21.1.2 undertaking activities related to the provision of Accounts and Services, including servicing and operating any Account or Facility and providing product related services and support and product related materials;
- 21.1.3 processing, facilitating, confirming and effecting any cross- border wire transfers or other banking/financial transactions, and otherwise meeting my needs;
- 21.1.4 verifying the identity or authority of Relevant Individuals, Data Subject or my representatives who contact Citibank or may be contacted by Citibank;
- 21.1.5 carrying out and processing Instructions, requests or inquiries from me or any verified representatives or other parties, and generating confirmations, advices and statements;
- 21.1.6 maintaining accurate “know-your-customer” information;
- 21.1.7 performing internal management, operating control systems and management information systems, and carrying out internal audits or enabling the conduct of external audits;
- 21.1.8 operating prudently;
- 21.1.9 conducting anti-money laundering, credit and background checks and analysis;
- 21.1.10 designing and marketing products and services and referring me or my business relations or contacts to Citigroup Companies for products and services;
- 21.1.11 complying with the obligations, requirements or arrangements under Applicable Laws and Regulator Expectations and other tax, legal and regulatory obligations applicable to Citigroup Companies or the requests or demands of any court or Authority;
- 21.1.12 monitoring and recording calls and electronic communications with Relevant Individuals or Data Subjects;
- 21.1.13 crime and fraud detection, prevention, investigation and prosecution;
- 21.1.14 facilitating, confirming and carrying out any transaction or agreement entered into between me and a Citigroup Company;
- 21.1.15 enforcing (including, without limitation, collecting amounts outstanding) or defending the rights of the Citigroup Companies and their Representatives, contractual or otherwise;

代表本人在新加坡或(視乎情況而定)香港接受任何法律程序文件的送達。該位代理人須以書面向花旗銀行確認其獲委任為代理人，而向該位代理人送達法律程序文件應被視為構成送達予本人。若本人未有指定，本人同意若透過留置於或以郵寄方式發送至花旗銀行最後知悉的本人的地址以送達予本人，則法律程序文件的送達應被視為妥當及足夠。

21. 客戶資料披露

21.1 本人特此明文確認並同意花旗集團公司及其各自的代表可收集、存取、查看、使用、持有、分享、處理及儲存及披露關於本人、本人的實益擁有人、本人的業務聯繫、持有及交易、信託下人士、合夥人、委員會成員、關聯方、代表、擔保人、擔保方、主要股東或授權簽署人(視乎情況而定) 的公開及非公開數據及資料、任何賬戶、投資、貸款及花旗集團公司之間及與代理、交易對手、投資發行商、賣方、買方及支援服務供應者及其他方(包括該等在通知中所描述的)(可能位處於新加坡以外，或視乎情況，香港以外)的任何交易的數據及資料，包括機密資料及客戶個人資料(“**相關資料**”)，以作以下目的：。

- 21.1.1 作出關於開立、維持或延續賬戶以及設立、提供或延續銀行/信用貸款或服務包括銀行/金融服務，及處理賬戶及服務申請的決定；
- 21.1.2 進行與提供賬戶及服務相關的活動，包括任何賬戶或貸款的服務及操作，並提供與產品相關的服務及支援以及與產品相關的資料；
- 21.1.3 處理、促使、確認及實施任何跨境電匯轉賬或其他銀行/金融交易及其他滿足本人的需求的交易；
- 21.1.4 驗證聯絡花旗銀行或可能被花旗銀行聯絡的相關人士、資料當事人或本人的代表的身份或權限；
- 21.1.5 進行及處理本人或任何已驗證的代表或其他方的指示、要求或查詢，並發出確認、通知及結單；
- 21.1.6 維持真確的“了解你的客戶”資料；
- 21.1.7 履行內部管理，操作控制系統及管理資料系統，及進行內部審計或容許外部審計行為；
- 21.1.8 審慎操作；
- 21.1.9 進行打擊清洗黑錢、信用及背景調查及分析；
- 21.1.10 設計及推廣產品及服務，並就產品及服務而將本人或本人的業務聯繫或商業往來轉交給花旗集團公司；
- 21.1.11 遵守適用法律及監管當局的期望下的義務、要求或安排，及其他適用於花旗集團公司的稅務、法律及規管性義務，或其他法院或機關的要求及申索；
- 21.1.12 監察及記錄與相關人士或資料當事人的通話及電子通訊；
- 21.1.13 對罪案及欺詐作出偵查、預防、調查及起訴；
- 21.1.14 促使、確認及進行本人與花旗集團公司之間訂立的任何交易或協議；
- 21.1.15 執行(包括，但不限於，收取未償還的款項)或維護花旗集團公司及其代表的權利，無論是否受合約限制；

21.1.16	complying with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions;	21.1.16	遵守金融業的自律規管、金融業機構、金融服務供應商協會或其他金融機構所訂立或其之間所訂立的合約安排；
21.1.17	enabling an actual or proposed assignment of Citibank, or a participant or sub-participant of Citibank's rights in respect of me to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;	21.1.17	讓花旗銀行的實際或擬作出的轉讓，或讓花旗銀行對本人的權利的參與人或附屬參與人，評核擬作為有關轉讓、參與或附屬參與標的的交易；
21.1.18	business development;	21.1.18	業務發展；
21.1.19	risk assessment, statistical, service quality, trend analysis and planning purposes;	21.1.19	以風險評估、統計、服務質素、趨勢分析及規劃為目的；
21.1.20	managing Citibank's relationship with me;	21.1.20	管理花旗銀行與本人的關係；
21.1.21	any other purpose which I have agreed to, including all purposes described in the Circular;	21.1.21	本人同意的任何其他目的，包括通告中所述的所有目的；
21.1.22	complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup Companies and any other use of data and information in accordance with any Citigroup-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and	21.1.22	花旗集團公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動而遵守於花旗集團內共用資料及資訊及根據全花旗集團任何其他資料及資訊的使用的安排的任何義務、要求、政策、程序、措施或安排；
21.1.23	purposes relating directly thereto.	21.1.23	與上述各項有直接關係的用途。
21.2	To the extent permissible by Applicable Laws, my consent shall be effective notwithstanding any applicable non-disclosure agreement. I warrant and represent that I have provided to and secured from any Related Party, my affiliates, Relevant Individuals, Data Subjects or other person regarding whom I or my Representatives have provided information about to Citibank any notices, consents and waivers necessary to permit the Citigroup Companies, their respective Representatives, and their Third Party Service Providers and Payment Infrastructure Providers to carry out the actions described in this Clause 21. Without prejudice to the generality of the foregoing, I further warrant and represent that I will provide such notices and secure such necessary notices, consents and waivers in advance of me or my Representatives providing similar information to Citibank in the future and provide Citibank with proof thereof as so requested by Citibank. I acknowledge that where a Relevant Individual or Data Subject fails to supply Relevant Information or withdraw consents in respect of use and/or disclosure of Relevant Information, Citibank may be unable to open or continue accounts, or establish or continue banking/ credit facilities or provide banking/ financial products/ services. Citibank will inform the Relevant Individual or Data Subject of the likely consequences where the Relevant Individual or Data Subject informs Citibank that he/she withdraws consent given or deemed to have been given. I understand and agree that Relevant Information may be transferred to, and used, processed and stored in, jurisdictions outside Singapore or, as the case may be, Hong Kong, laws of which may not offer the same level of protection as the laws of the jurisdiction of the origin of the information. Data and information may also become subject to the legal disclosure requirements of other jurisdictions. Without prejudice to Clause 21.1, I expressly consent to the Citigroup Companies and its Representatives disclosing Relevant Information to:	21.2	在適用法律容許的範圍內，本人的同意將不管任何適用的保密協議仍具效力。本人保證及陳述，本人已向與本人或本人的代表向花旗銀行提供資料有關的任何關聯方、本人的相關人士、相關人士、資料當事人或其他人士提供，及從該等人士取得任何通知、同意及寬免，以容許花旗集團公司、其各自的代表及其第三方服務供應者及付款設施供應者進行本第21條形容的行動。在無損於前文所述的一般情況下，本人進一步保證及陳述本人將在以後本人或本人的代表提供類似的資料予花旗銀行前提供該等通知及獲得該等所須的通知、同意及寬免，及在花旗銀行要求時向花旗銀行提供其證據。本人承認如果相關人士或資料當事人未能提供相關資料或撤銷有關資料的使用及/或披露的批准，花旗銀行可能無法開立或繼續賬戶，或建立或繼續銀行/信用貸款或提供銀行/金融產品/服務。花旗銀行將在相關人士或資料當事人通知花旗銀行他/她將撤銷其給予的批准或被視為給予的批准時通知相關人士或資料當事人其可能出現的後果。本人明白及同意相關資料可能會被轉移至其法律可能提供的保障與資料來源地的司法管轄區的法律所提供之保障程度不同、新加坡以外，或視乎情況，香港以外的司法管轄區並在當中被使用、處理及儲存。數據及資料並可能受其他司法管轄區的法定披露規定所管轄。在無損於第21.1條的情況下，本人明文批准花旗集團及其代表披露相關資料予：
21.2.1	any person to comply with any Applicable Laws and Regulator Expectations, request or inquiry of or by any government, court, administrative, tax or regulatory agency or commission, other governmental or regulatory authority, any self-regulatory body, any securities exchanges, or clearing bank (wherever situated);	21.2.1	任何人以符合任何政府、法院、管治、稅務或監管機構或委員會、其他政府或監管機關、任何自我監管團體、任何證券交易所或結算銀行(無論位於何處)的任何適用法律及監管當局的期望、要求或查詢；
21.2.2	the Agents, any person to whom Citibank outsources the performance of its operational functions ("Outsourced Service Provider") (including, without limitation, any Third Party Service Provider) and any person to whom the Outsourced Service Provider further onward outsources the operational functions to whether within or outside Singapore or, as the case may be, within or outside Hong Kong;	21.2.2	代理、花旗銀行向其外判執行其操作職能之任何人士(“外判服務供應者”) (包括，但不限於，任何第三方服務供應者)及外判服務供應者進一步向其外判該執行操作職能之任何人士，不論是在新加坡境內或境外或(視乎情況而定)香港境內或境外；
21.2.3	any person for purposes of wire transfers;	21.2.3	為進行電匯轉賬的任何人士；
21.2.4	any third party fund manager who provides fund management services to me;	21.2.4	任何向本人提供基金管理服務的第三方基金管理人；

- 21.2.5 any person of any action taken by me to opt-in or opt-out from the accredited investor status, and my accredited investor status, where relevant to the status of that person's account with Citibank;
- 21.2.6 any novatee, assignee or transferee in accordance with Clause 19; and
- 21.2.7 guarantors, sureties and third party security providers for Facilities granted or to be granted or Services provided or to be provided by Citibank to me.
- 21.3 Citibank does not warrant the security of any information sent or transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS), and I accept the risk that such information may be accessed by unauthorised third parties and/ or disclosed by Citibank and by its officers, employees or Agents to third parties purporting to be the intended recipient. Without prejudice to the foregoing, I acknowledge and agree that Citibank will and may transmit such information to the address or such other relevant contact details or particulars specified by me, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to, or viewing or access by, unauthorised third parties. I accept the risk that such transmission of information may be viewed, received, accessed or disclosed to third parties other than the intended recipient(s).
- 21.4 Citibank and its employees, officers and directors shall not be liable for any Losses arising directly or indirectly in connection with any disclosure of information subject to this Clause 21 to third parties by Citibank in the course of its carrying out an Instruction transmitted by any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS)) and I will not hold Citibank responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any Losses suffered or incurred by me or any third party as a result of any such access or disclosure, except and except only for any such loss or damage which results directly and solely from Citibank's fraud, wilful misconduct or gross negligence but provided always that Citibank shall not be responsible for any Losses or be held liable where there is physical or electronic interference by a third party.
- 21.5 Unless otherwise notified in writing by me, I expressly agree and permit Citibank to send commercial electronic messages to me, any Related Party, my affiliates, Relevant Individuals, Data Subjects or other person regarding whom I or my representatives have provided information about to Citibank relating to Citibank's products and/ or Services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to Citibank's clients from time to time. The provisions of this Clause 21.5 shall constitute my consent for the purposes of the Personal Data Protection Act (No. 26 of 2012 of Singapore), the Spam Control Act, Chapter 311A of Singapore or the Unsolicited Electronic Messages Ordinance (Cap. 593 of the Laws of Hong Kong) or any equivalent Applicable Laws and Regulator Expectations.
- 21.6 I represent and warrant that I have obtained the agreement and consent of all relevant persons, including the Relevant Individuals, Data Subjects, Authorised Signatories, my Related Party, my affiliates and other person regarding whom I or my Representatives have provided information about to Citibank to any collection, use and disclosure of information relating to them under and pursuant to this Clause 21.
- 21.7 Without prejudice to Clauses 21.1 to 21.6, I agree to the terms of, and that Citibank may collect, use and disclose information in the manner and for the purposes as described in the Circular, which is deemed to be incorporated into this Clause 21.7.
- 21.8 The European Union ("EU") General Data Protection Regulation 2016/679 ("GDPR") and/or the UK Data Protection Act 2018 and the UK GDPR ("UK DP Legislation") may apply to how Citibank uses personal data of European Economic Area ("EEA"), UK, Jersey or Swiss residents or if personal data in relation to any product or service I/we enter into with Citibank is processed by a Citi entity based in the EEA, UK, Switzerland or Jersey. The CPB Europe, Middle East and Africa ("EMEA") Privacy Statement [privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html](https://www.privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html) sets out further information in relation to this and other data protection related
- 21.2.5 任何與本人確認或退出關於任何人士及本人認可投資者身份的指示相關之人士，如與該人士在花旗銀行的賬戶有關；
- 21.2.6 任何根據第19條的更替人、受讓人或承轉人；及
- 21.2.7 花旗銀行給予或將給予本人的貸款或提供或將提供予本人的服務的擔保人、保證人及第三方抵押提供者。
- 21.3 花旗銀行並不保證其透過任何通訊或聯絡方式(包括郵寄、專人送遞、電郵或其他電子方式(包括SMS)發送或傳送的，或透過之發送或傳送予花旗銀行的，任何資料的安全，而本人接受該等資料可能會被未經授權第三方存取及/或被花旗銀行或其高級職員、僱員或代理向聲稱為收件人的第三方透露的風險。在無損於前文所述的原則下，本人確認及同意花旗銀行將及可能傳送該等資料至本人訂明的地址或該等其他相關聯絡資料或詳情，而該等資料可能未有受到編碼加密、密碼保護或任何其他形式的保護以免遭向未經授權第三方披露或被查看或存取。本人接受所傳送的該等資料可能被並非收件人的第三方查看、接收、存取或向之披露的風險。
- 21.4 花旗銀行及其僱員、高級職員及董事均無須就因花旗銀行在執行透過任何通訊或聯絡方式(包括郵寄、專人送遞、電郵或其他電子方式(包括SMS))傳送的指示的過程中，按第21條向第三方披露任何資料所直接或間接引起的任何損失負責，而本人將不會要求花旗銀行就任何該存取或披露或本人或任何第三方因任何該存取或披露所蒙受或招致的任何損失在合約、侵權法(包括對法定責任的疏忽或違反)、衡平法或其他情況下負責，但任何該等損失或損害僅純粹由花旗銀行的欺詐、故意的不當行為或嚴重疏忽所直接造成除外，惟花旗銀行無須就第三方實際上或電子上干擾造成的任何損失負責。
- 21.5 除非本人另行以書面通知，本人明文同意及准許花旗銀行向本人、與本人及本人的代表向花旗銀行提供資料有關的任何關聯方、本人的相關人士、相關人士、資料當事人或其他人士發送關於花旗銀行的產品及/或服務的商業電子訊息(即透過電郵及/或SMS)且可能不時未經徵求及/或大量發送予花旗銀行的客戶。本第21.5條的條文應構成本人在《個人資料保護法》(新加坡2012年第26號)、新加坡第311A章《垃圾郵件控制法》(Spam Control Act)，或《非應邀電子訊息條例》(香港法例第593章)或任何相等的適用法律及監管當局的期望下的同意。
- 21.6 本人陳述及保證本人已取得所有相關人士，包括相關人士、資料當事人、授權簽署人、與本人及本人的代表向花旗銀行提供資料有關的任何關聯方、本人的相關人士及其他人士，同意與其有關的任何資料按照本第21條予以披露。
- 21.7 在不影響第21.1至21.6條的情況下，本人同意視為納入本第21.7條的通告的條款，及花旗銀行可按通告所述的方式及目的收集、使用及披露資料。
- 21.8 歐洲聯盟("歐盟")的一般資料保護規例2016/679("歐盟一般資料保護規例")和/或英國資料保護法案2018及英國一般資料保護規例("英國資料保護法例")可能適用於花旗銀行使用歐洲經濟區、英國、澤西或瑞士居民的個人資料或由位於歐洲經濟區、英國、瑞士或澤西的花旗機構所處理有關本人/吾等與花旗銀行簽訂的任何產品或服務之個人資料的方式。花旗私人銀行歐洲、中東及非洲之私隱聲明 [privatebank.citibank.com/home/citiprivate-bank-privacy-and-security.html](https://www.privatebank.citibank.com/home/citiprivate-bank-privacy-and-security.html) 提供有關上述及其他資料保護相關事宜的進一步資訊。如果歐盟一般資料保護規例適用於本人/吾等的個人資料，即使有任何與之不相符之產品或服務條款，本人/吾等同意受花旗私人銀行歐洲、中東及非洲之

matters. In the event GDPR or the UK DP Legislation applies to my/our personal data, I/we agree that the CPB EMEA Privacy Statement will apply regardless of any conflicting product or service terms. If I/we provide you with another individual's personal data, I/we agree to inform them that the CPB EMEA Privacy Statement is provided at privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html in the event GDPR or the UK DP Legislation may apply to their personal data because they are an EEA, UK, Jersey or Swiss resident or their personal data is processed by a Citi entity based in the EEA, UK, Switzerland or Jersey.

22 Conflicts of Interest

22.1 Citibank is part of a large international financial group and offers a variety of products and services and acts simultaneously for a large number of clients, as well as for its own account. Accordingly, conflicts of interest cannot be completely avoided and Citibank and Citigroup Companies may at times have interests which conflict with those of its clients, including myself. Accordingly, I acknowledge and accept that Citibank and the Citigroup Companies may (subject to Applicable Laws) among other things:

- 22.1.1 be the issuer of any Investments;
- 22.1.2 combine my orders with its/their own orders or the orders of other clients;
- 22.1.3 make Investments or effect transactions for me through the agency of and/or with a counterparty which is a related organisation or a person otherwise associated with it/them;
- 22.1.4 have a position or a direct or indirect interest in any Investments or transactions even if the position is opposite to that taken by me;
- 22.1.5 have bought or sold any Investments or entered into any transactions as principal or for its/their other clients;
- 22.1.6 have other banking, advisory or any other corporate relationships with issuers whose Investments are held for my account or are purchased and sold for me, and its/their officers and directors may be officers and directors of such issuers; or
- 22.1.7 act as both my banker and trustee of a trust set up by me.

22.2 I understand, agree and consent that, to the extent permitted by Applicable Laws and subject to Citibank undertaking all necessary steps required under Applicable Laws, that Citibank and any Agent appointed by Citibank shall be entitled to solicit, accept and keep, for its or their own account, referral fees and other commissions from any broker or any other sub-agent (whether or not such other broker or sub-agent is another division or business unit of Citibank, a group company or affiliate of Citibank or a third party) in respect of any business conducted with such broker or sub-agent by Citibank or such Agent on my behalf in accordance herewith. Further, I understand, acknowledge and agree that, to the extent permitted by Applicable Laws:

- 22.2.1 Citibank may (whether directly or indirectly and/or whether by itself or acting through its agents), from time to time receive and retain soft dollars and cash or money rebates from or pay soft dollars and cash or money rebates to a third party in relation to any of the Services provided under the Terms. In connection with this Clause 22.2.1, soft dollars may include (but not be limited to) goods and services such as research and advisory services, economic and political analysis, portfolio analysis, including valuation and performance measurement, market analysis, market data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and/or investment-related publications. Such goods and services do not, however, include travel, accommodation, entertainment, general administrative goods or services, general office equipment or use of premises, membership fees, employee salaries or direct money payments;
- 22.2.2 Citibank may enter into agreements or arrangements with issuers, product providers or other persons in relation to products, services, investments or transactions which I may transact in, through or with the assistance or involvement of Citibank;

私隱聲明的約束。如果本人/吾等向您提供他人的個人資料,本人/吾等同意在由於彼等是歐洲經濟區、澤西或瑞士居民,或其個人資料由位於歐洲經濟區、瑞士或澤西的花旗機構所處理而導致歐盟一般資料保護規則可能適用於彼等之個人資料的情況下,告知其載於 privatebank.citibank.com/home/citiprivate-bank-privacy-and-security.html 之花旗私人銀行歐洲、中東及非洲之私隱聲明。

22. 利益衝突

22.1 花旗銀行為一大型國際金融集團的一部份,並提供多種的產品及服務及同時為大量的客戶及自身行事。據此,利益衝突不能完全避免,且花旗銀行及花旗集團公司有時可能有利益與其客戶包括本人的利益衝突。據此,本人確認及同意花旗銀行及花旗集團公司除其他事項外,更可(受限於適用法律):

- 22.1.1 作為任何投資的發行人;
- 22.1.2 將本人的指示及其自身的指示或其他客戶的指示組合;
- 22.1.3 透過為相關組織或與其有聯繫的人士的對手方之代理機構,為本人作出投資或執行交易;
- 22.1.4 於任何投資或交易持有倉盤或直接或間接利益,即使持倉與本人的相反;
- 22.1.5 以主事人身份或為其其他客戶已購入或售出任何投資或訂立任何交易;
- 22.1.6 與發行人有其他銀行、顧問或其他公司關係,而該發行人為本人持有投資或為本人購入或售出投資,而其職員及董事可能為該等發行人的職員及董事;或
- 22.1.7 以本人成立的信託的銀行家及受託人的身份行事。

22.2 本人明白、同意及批准,在適用法律的範圍內及就花旗銀行承擔適用法律規定的一切必要步驟而言,有關花旗銀行或其委任的任何代理與任何經紀或任何其他子代理為本人按此進行的業務,花旗銀行及該代理有權為其自身索取、接受及保留該等經紀或子代理提供的介紹費及其他佣金(不論該等其他經紀或子代理是否屬於花旗銀行的另一分支或業務單位、一集團公司或花旗銀行的關聯公司或第三方)。此外,本人明白、確認及同意,在適用法律的範圍內:

- 22.2.1 花旗銀行可能(不論是直接或間接及/或以本人身份或通過其代理行事)根據條款下所提供的任何服務,不時從第三方收到並保留非金錢及現金或款項的回佣或支付非金錢及現金或款項的回佣予第三方。就本第22.2.1條而言,非金錢可能包括(但不限於)產品及服務,如研究及諮詢服務、經濟及政治分析、投資組合分析、包括估價及業績測量、市場分析、市場數據及報價服務、上述產品及服務附帶的電腦硬件及軟件、結算及保管服務及/或與投資相關的出版物。然而,該等產品及服務不包括旅遊、住宿、娛樂、一般行政產品及服務、一般辦公室設備或場地的使用、會員費、僱員工資或直接付款;
- 22.2.2 就本人可能透過花旗銀行或在其協助或參與下交易的產品、服務、投資或交易與發行人、產品供應者或其他人士訂立協議或安排;
- 22.2.3 當花旗銀行為本人經營、出售或以其他方式提供產品、服

- 22.2.3 when Citibank deals in, sells or otherwise makes available products, services, investments or transactions for me, Citibank, a Citigroup Company or some other person connected with any of them may:
- (a) have an interest, relationship or arrangement that is material (including acting as arranger, structurer, selling agent or trustee) in relation to the products, services, investments or transactions concerned;
 - (b) be dealing as principal for its own account when dealing in the product, service, investment or transaction concerned with me; and/or
 - (c) be acting as agent or trustee or intermediary for the counterparty or issuer, or any of their respective agents; and
- 22.2.4 Citibank provides advice and other services to others whose interests may be in conflict or competition with mine, who may take positions opposite to mine or may be in competition with me to acquire the same or similar positions.
- 22.3 I understand that Citibank may in certain circumstances refer me to Citi Trust - International companies and its agents ("Citi Trust"), each of which is a subsidiary or affiliate of Citigroup Inc. such as Cititrust (Singapore) Limited so that I may evaluate whether to set up a trust with Citi Trust ("Trust"). I further understand that if I decide to establish such Trust, which may establish an account with Citibank via the trustee, Citibank may thereafter act as the banker of such Trust and Citibank may take instructions from the trustee and/or an authorised party of such Trust at my direction. I therefore understand that if such Trust utilises the Credit Services and chooses, among other things, to borrow and to use the loan proceeds to conduct further investment activity or fund premiums for life insurance policies purchased by such Trust, Citibank would be entitled to additional earnings by way of interest on such loans, fees and/or other revenue which could result in a conflict of interest. Any additional earnings, fees and/or revenue by Citibank from the provision of the Credit Services are generally disclosed in the documentation related to each such activity. Where the Trust utilises Credit Services and any part of the assets in the Account is secured in favour of Citibank for any Credit Services granted to the Trust, I understand and agree that in the event of any Default under the Terms, Citibank may have rights to enforce against the assets of the Trust and Citibank's interest in this event would be to maximise its recovery notwithstanding that it is possible that under the terms of the Trust, Citi Trust may act as trustee for the assets in the Trust and as fiduciary. I hereby understand and acknowledge such conflicts, including, without limitation, in the instances where the trustee and/or the Authorised Signatory of the Trust decides to utilise Credit Services at my or my authorised party's directions and I hereby accept and waive all and any conflicts of interest, potential or otherwise, and acknowledge that no liability accrues to Citigroup Company (including Citi Trust) in this respect whatsoever. I am aware of and have considered these potential conflicts in consultation with such legal and financial advisers as I have deemed necessary, and I assume the risks of such conflict. If there is a position of conflict as a result of the roles of Citibank and Citi Trust, I consent to the conflict position, and agree that I shall have no recourse against Citibank in connection herewith, and none of the Citigroup Companies shall be responsible or liable for any Losses which may arise out of or in connection with any such conflict of interest or duty.
- 22.4 I understand that Citibank may in certain circumstances offer discretionary investment advisory services. I further understand that if I utilise the Credit Services and choose to use loan proceeds to conduct further investment activity through Citibank, additional fees and/or revenue shall be payable to Citibank, resulting, therefore, in a conflict of interest. Any additional fees from further investment activity and the terms of any such transaction are disclosed in the documentation related to such activity. However, reporting for any such investment funded at my direction with loan proceeds from separate Credit Services from Citibank will not reflect the cost or effect of leverage on the performance of my Account. My decision to use loan proceeds to fund investment may subject my overall investment portfolio to a higher risk profile. I hereby acknowledge such conflicts and by directing the loan proceeds for investment activity through Citibank, I hereby accept and waive such conflicts of interest.
- 務、投資或交易時，花旗銀行、花旗集團公司或與其一有關的若干其他人士可能：
- (a) 就有關的產品、服務、投資或交易，有重要的利益、關係或安排(包括作為安排人、結構人、銷售代理或受託人)；
 - (b) 當與本人經營有關的產品、服務、投資或交易時，作為主事人之身份為自身經營；及/或
 - (c) 為對手方或發行人或其各自任何的代理以代理或受託人或中間人的身份行事；及
- 22.2.4 花旗銀行向其利益與本人的利益有衝突或競爭的其他人士提供意見及其他服務，而該等人士的持倉可能與本人相反或與本人購買同樣或類似的倉盤相競爭；
- 22.3 本人明白花旗銀行可能在若干情況下轉介本人至花旗信託 - 國際公司及其代理("花旗信託")，其各自為 Citigroup Inc. 的子公司或相關公司，包括 Cititrust (Singapore) Limited，使本人可以評估是否與花旗信託成立信託("信託")。本人亦明白如本人決定設立可透過信託人於花旗銀行設立賬戶的該信託，花旗銀行可此後以該信託的銀行家行事，且花旗銀行可按本人的指示從該信託的受託人及/或獲授權方獲取指示。本人因此明白，如該信託利用信貸服務並選擇(在其他事宜之間)借取及使用貸款收益以進行進一步的投資活動或為該信託購買的人壽保單的保費提供資金，花旗銀行有權以利息之形式獲取該等貸款、費用及/或其他收入的額外入息，而可導致利益衝突。花旗銀行提供信貸服務的任何額外入息、費用及/或收入一般於與各活動有關的文件中披露。如信託利用信貸服務而賬戶中的任何部分的資產因授予信託的任何信貸服務而被用作以花旗銀行為受益人的擔保，本人明白及同意如條款下有任何違約情況下，花旗銀行可能有權對信託的資產進行強制執行，而花旗銀行在此事件中的利益為將其追討最大化，儘管根據信託條款，花旗信託有可能成為信託資產的受託人及受信人。本人在此明白及確認該等衝突，包括，但不限於，當受託人及/或信託的授權簽署人在本人或本人的授權人士的指示下決定利用信貸服務的情況，而本人在此接受及寬免全部及任何利益衝突(不論是否潛在)，並確認花旗集團公司(包括花旗信託)就此無論如何均不會累算任何責任。本人知悉並在本人認為必須的情況下諮詢該等法律及財務顧問並已考慮這些潛在的衝突，而本人將承擔該等衝突的風險。如因為花旗銀行與花旗信託的角色而產生衝突的立場，本人批准其衝突立場，並同意本人對於與之相關的衝突立場不會作出追索，而花旗集團公司對此等利益衝突或義務而產生或與之相關的任何損失概不負責或承擔責任。
- 22.4 本人明白花旗銀行可在若干情況下提供全權委託投資諮詢服務。本人亦明白如本人利用信貸服務並選擇使用貸款收益以透過花旗銀行進行進一步的投資活動，將須要支付額外的費用及/或收入予花旗銀行，因而導致利益衝突。進一步的投資活動產生的任何額外費用及任何該交易的條款在該活動有關的文件中披露。不過，按本人指示以花旗銀行另外的貸款服務所得的貸款收益作資金的任何該投資的報告並不會反映本人賬戶表現的槓桿作用的成本或效果。本人使用貸款收益以提供資金作投資的決定可使本人的整體投資組合承受較高的風險狀況。本人在此確認該等衝突，且透過花旗銀行將貸款收益指示至投資活動，本人在此同意及寬免該等利益衝突。
- 22.5 本人明白及確認使用貸款服務以進行投資活動將按使用的槓桿數量的

22.5 I understand and acknowledge that utilisation of Credit Services to conduct investment activity will increase my exposure to risk proportionally to the amount of leverage utilised. Using leverage increases volatility and therefore small movements in notional value may materially impair the value of my investment. Further, the cost of leverage will have the effect of reducing income and gains on investments funded with loan proceeds. When interest costs are greater than such income and gains, the value of my investment may decrease more rapidly than would otherwise be the case without leverage. Furthermore, reporting for any investment funded at my direction with loan proceeds from a separate lending relationship with Citibank will not reflect the cost or effect of leverage on the performance of the Account. In the event I elect to utilise the loan proceeds to conduct any investment activity, I acknowledge and accept the risks of such use of leverage (including potential losses) and confirm the use of leverage for such purposes is consistent with my investment objectives and experience. Without prejudice to the foregoing, there is a potential conflict of interest if any part of the Account in respect of which Citibank provides discretionary investment advisory services comprises assets purchased with moneys borrowed from Citibank and/or if any part of the Account or assets therein are secured in favour of Citibank for any Credit Services. This is because, in the event of any Default, Citibank may have rights to enforce against the Account and assets in the Account. Citibank's interest in this event would be to maximise its recovery. I am aware of and have considered these potential conflicts in consultation with such legal and financial advisers as I have deemed necessary, and I assume the risks of such conflict. I consent to Citibank's conflict position, and I agree that I shall have no recourse against Citibank with respect to any advantage received by Citibank arising out of or in connection herewith, and Citibank shall not be responsible or liable for any Losses which may arise out of or in connection with any such conflict of interest or duty.

22.6 I/We acknowledge and agree that when Citibank, any Citigroup Company or some other person connected with any of them acts in any of the above capacities or in any other position of conflict, Citibank and/or its interests may or will be in conflict with my/our interests under any transaction or matter. I/We acknowledge and agree that when Citibank, a Citigroup Company or some other person connected with any of them act in any of the above capacities or in any other position of conflict, Citibank may be remunerated accordingly and/or may make profits and/or receive fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), including but not limited to any benefits from price improvements resulting from the execution of transactions, from the counterparty or issuer or any other third party. I/We irrevocably and unconditionally consent to Citibank, a Citigroup Company and/or some other person connected with any of them acting in such capacities or position of conflict and authorise Citibank, the Citigroup Company and/or such other person to continue to act in such capacities or position in such circumstances and to enter into such transactions for me/us without prior reference to me/us and despite Citibank, a Citigroup Company or such other person acting in such capacities or position of conflict. I/we confirm that, notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), including but not limited to any benefits from price improvements resulting from the execution of transactions, which Citibank may make or receive in respect thereof, I/we will have no claim against Citibank for, I/we consent to the receipt by Citibank of, and Citibank shall be entitled to retain and shall, unless otherwise required by any Applicable Laws, have no obligation to disclose to me/us or any other person (and I/we or such other person shall not be entitled to ask for disclosure of) the fact or amount of, any such remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), including but not limited to any benefits from price improvements resulting from the execution of transactions, arising from any such conflict (to the extent permitted by Applicable Laws). I/We also agree that Citibank will not be responsible or liable for any Losses which may result from any such conflict.

22.7 In addition, I accept, am aware of and consent to the payment by or to Citibank of remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages, whether financial or otherwise, arising from any introduction or referral services (whether or not the fact of such introduction or referral or the receipt or the amount of such benefit or advantage is not disclosed to me) or in respect of any specific transaction.

比例增加本人面臨的風險。使用槓桿增加波動性，所以名義價值的輕微改變可能重大損害本人投資的價值。此外，槓桿的成本將有減少以貸款收益作資金的投資的入息及得益的後果。當利息成本高於該等入息及得益，本人投資的價值可能比沒有槓桿時更急速下跌。另外，按本人指示以花旗銀行另外的貸款關係所得的貸款收益作資金的任何投資的報告並不會反映本人賬戶表現的槓桿作用的成本或效果。在本人選擇使用貸款收益進行任何投資活動的情況下，本人確認及接受使用槓桿的風險(包括潛在損失)並確認以此等目的使用槓桿與本人的投資目標及經驗一致。在無損於前述條文的情況下，如花旗銀行提供全權委託投資諮詢服務的賬戶的任何部分包含使用從花旗銀行借入的資金而購買的資產及/或賬戶或其中任何部分的資產因任何信貸服務而被用作以花旗銀行為受益人的擔保，這將出現潛在的利益衝突。這是因為在任何違約情況下，花旗銀行可能有權對賬戶及賬戶中的資產進行強制執行。花旗銀行在此事件中的利益為將其追討最大化。本人知悉並在本人認為必須的情況下諮詢該等法律及財務顧問並已考慮這些潛在的衝突，而本人將承擔這種衝突的風險。本人批准花旗銀行的衝突立場，並同意本人對於花旗銀行因而引起或與之相關的任何利益，不會作出追索，而花旗銀行對該等利益衝突或義務而產生或與之相關的任何損失概不負責或承擔責任。

22.6 本人/吾等確認及同意當花旗銀行、任何花旗集團公司及與其一有關聯的若干其他人士以上述任何身份或任何其他有衝突的位置行事，花旗銀行及/或其利益可能或將會與本人/吾等在任何交易或事宜下的利益有衝突。本人/吾等確認及同意當花旗銀行、花旗集團公司或與其一有關聯的若干其他人士以上述任何身份或任何其他有衝突的位置行事，花旗銀行可就此從對手方或發行人或任何其他第三者獲取酬勞及/或可賺取利潤或收取費用、佣金、回佣、折扣及/或其他(不論是否財務上的)利益，包括但不限於任何交易執行導致的價格提升的利益。本人/吾等不可撤銷地及無條件地同意花旗銀行、花旗集團公司及/或與其一有關聯的若干其他人士以該等身份或有衝突的位置行事，授權花旗銀行、花旗集團公司及/或該等其他人繼續在該等情況下以該等身份或位置行事，並為本人/吾等訂立該等交易而無須事先向本人/吾等提及，不論花旗銀行、花旗集團公司或該等其他人以該等身份或有衝突的位置行事。本人/吾等確認，不管花旗銀行可賺取或收取的任何該利益衝突及任何酬勞、利潤、費用、佣金、回佣、折扣或其他利益(不論是否財務上的)，包括但不限於任何交易執行導致的價格提升的利益，就因任何該衝突而(在適用法律容許的範圍內)產生的任何該等酬勞、利潤、費用、佣金、回佣、折扣或其他(不論是否財務上的)利益的事實或款額，包括但不限於任何交易執行導致的價格提升的利益，本人/吾等將對花旗銀行並無任何申索，本人/吾等同意花旗銀行收取及花旗銀行將有權保留且(除非任何適用法律要求)無義務向本人/吾等或任何其他人士透露(而本人/吾等或該其他人士並無權要求披露)。本人/吾等亦同意花旗銀行將不對任何該衝突可能導致的任何損失負責。

22.7 此外，本人接受、注意到及同意，向花旗銀行或從花旗銀行就任何介紹或轉介服務(不論該介紹或轉介或該利益的收取或款額的事實並無向本人透露)產生的酬勞、利潤、費用、佣金、回佣、折扣或其他(不論是否財務上的)利益或與任何特定的交易有關的付款。

22.8 花旗銀行要約的產品可能由花旗銀行或其他花旗集團公司提供或從其

- 22.8 The products offered by Citibank may be provided by, or sourced from, Citibank or other Citigroup Companies (“**Citi Products**”). From time to time, Citibank may also enter into distribution arrangements with third party product providers (“**Third Party Product Providers**”) to distribute their products (“**Third Party Products**”) and such products may be offered to me by Citibank. I understand, agree and acknowledge that, to the extent permitted by Applicable Laws:
- 22.8.1 Citibank may not offer, sell or otherwise provide, or arrange access to alternative products available from other product providers (“**Alternative Product Providers**”) which are not Citi Products or Third Party Products (“**Alternative Products**”);
- 22.8.2 Citibank shall not consider or check whether there are any Third Party Products available from Third Party Product Providers or any Alternative Products available from Alternative Product Providers on more favourable terms (including pricing) for me and I will satisfy myself as to the terms and prices that Alternative Product Providers may offer through third parties which may offer such products;
- 22.8.3 where Citibank enters into a transaction as principal with me (including any bilateral derivatives transaction), Citibank may enter into one or more hedging transactions or other arrangements with a Citigroup Company or a third party approved by Citibank in respect of the transaction with me. The terms of any such hedging transactions or arrangements, including the pricing and the identity of a counterparty, are in Citibank's discretion. Citibank may take into account such hedging transactions or arrangements in entering into or determining the terms (including pricing) of the transaction with me, the terms of which could have been more favourable for me in cases of hedging transactions or arrangements with a third party, which is not a Citigroup Company; and
- 22.8.4 Citibank may from time to time, respond to my requests to quote terms (including price) for a particular product. Where Citibank does so, it will respond on the basis of the products it is willing to provide at that time, and Citibank will not consider or check whether the quote is more advantageous to me than quotes or product terms offered to me or available from other financial institutions, and I will satisfy myself as to the terms and prices that a product provider, which is not Citibank or a Citigroup Company, may offer.
- 22.9 The Services provided by Citibank to me are non-exclusive and Citibank, subject to Applicable Laws, shall be under no obligation to account to me for any benefit received for providing services to others or to disclose to me any fact or thing which may come to the notice of Citibank in the course of providing services to others or in any other capacity or in any manner whatsoever otherwise than in the course of providing services to me under this Agreement.
- 22.10 I acknowledge that potential conflicts of interest arise when I obtain Facilities from Citibank that is made to, or secured by, my fiduciary account at Citibank, including, without limitation, in circumstances where the interests of Citibank as a creditor will conflict directly with Citibank's obligations under my fiduciary account application and agreement, especially if the value of the assets were to decline. I acknowledge that I freely enter into the Credit Terms and the lending relationship with Citibank and I hereby accept and waive such conflicts of interest.
- 22.11 Citigroup Companies are dedicated to adhering to applicable laws and regulations and ensuring transparency with respect to its dealings with its clients, customers or counterparties (each, a “counterparty” or “you”) in all markets in which we operate. Accordingly, we inform you that in connection with the transactions and services contemplated by any agreement you may have, now or in the future, with a Citigroup Company (“Citi Contracting Company”), an affiliate may provide product and sales services (“Product and Sales Services”), collectively with the services provided by the Citi Contracting Company, to you. Each affiliate provides such Product and Sales Services on its own behalf. Notwithstanding the foregoing, the Citigroup Companies (including any Citi Contracting Company and any such affiliate) have previously agreed to share revenue in respect of these transactions and services based on the respective contributions by such Citigroup Companies, including the provision by such affiliate(s) of Product and Sales Services. Accordingly, a portion of the revenue received by the Citi Contracting Company from you under the transactions and services is allocable to such
- 獲得 (“**花旗產品**”)。花旗銀行亦可能不時與第三方產品供應者 (“**第三方產品供應者**”) 訂立分銷安排以分銷其產品 (“**第三方產品**”)，且該等產品可能由花旗銀行向本人要約。本人明白、同意及確認在適用法律容許的範圍內：
- 22.8.1 花旗銀行不會要約、銷售或以其他方式提供或安排獲得其他產品供應者 (“**替代產品供應者**”) 提供的替代產品，而其不是花旗產品或第三方產品 (“**替代產品**”)；
- 22.8.2 花旗銀行不會考慮或檢查是否有可向本人供應且條款較好 (包括定價) 的第三方產品供應者的任何第三方產品或替代產品供應者的任何替代產品，且本人將使自己滿意替代產品供應者透過可提供該等產品的第三方提供的條款及價格；
- 22.8.3 在花旗銀行作為主事人與本人訂立交易 (包括任何雙邊衍生工具交易) 的情況下，花旗銀行可與花旗集團公司或花旗銀行批准的第三方就該與本人的交易訂立一項或多項對沖交易或其他安排。花旗銀行有酌權決定任何該等對沖交易或安排的條款包括定價及對手方的身份。花旗銀行在與本人訂立交易或決定交易條款 (包括定價) 可考慮該等對沖交易或安排，而在與並不是花旗集團公司的第三方的對沖交易或安排的情況下條款可能對本人更為有利；及
- 22.8.4 花旗銀行可能不時對本人就特定產品的條款 (包括定價) 報價的要求作出回應。當花旗銀行如此做，花旗銀行的回應將依據其當時願意提供的產品，而花旗銀行不會考慮或檢查報價是否比其他金融機構提供或可供的報價或產品條款對本人更有利，且本人將使自己滿意不是花旗銀行或花旗集團公司的產品供應者可能提供的條款及價格。
- 22.9 花旗銀行向本人提供的服務為非專有，且受限於適用法律，花旗銀行並無義務就提供服務予他人所得的任何利益對本人解釋，或就花旗銀行向他人或以任何其他身份或以任何其他方式提供服務期間花旗銀行獲悉的任何事實或事情向本人披露，除了在根據本協議為本人提供服務的過程中。
- 22.10 本人確認當本人通過受信賬戶從花旗銀行獲得貸款 (或以受信賬戶作為貸款抵押)，將產生潛在利益衝突，包括但不限於當花旗銀行作為債權人的利益將直接與花旗銀行於本人的受信賬戶申請及協議下的責任有衝突，特別是如資產估價下降時。本人確認本人自願與花旗銀行訂立信貸條款及與花旗銀行的貸款關係及本人在此接受該等利益衝突並放棄對此的申索。
- 22.11 花旗集團公司致力遵守適用法律及條例，並維持在不同市場與客戶及其他交易方 (“**交易方**” 或 “**您**”) 的交易的透明度。有見及此，花旗集團公司告知閣下就任何花旗集團旗下的公司 (“**花旗締約公司**”) 與您所協議現在或將來的交易或服務，花旗集團的關聯公司可能亦會向您提供產品及銷售服務 (“**產品及銷售服務**”)。每所關聯公司以其自己的名義提供該等產品及銷售服務。儘管以上所述，花旗集團公司 (包括任何花旗締約公司及關聯公司) 已協議就各方在相關交易 (包括由關聯公司提供的產品及銷售服務) 的參與程度攤分收益。因此，在交易或服務中花旗締約公司向您收取的部分收益會分配予關聯公司，由花旗締約公司代表收取。如希望了解更多關於花旗集團相關公司於各個國家所提供的產品及銷售服務，請瀏覽 citibank.com/icg/docs/Affiliates.pdf。

affiliate(s) and is received by the Citi Contracting Company on behalf of such affiliate(s). For a list of affiliates providing Product and Sales Services in specific countries, please see citibank.com/icg/docs/Affiliates.pdf.

23 Incapacity

- 23.1 Any automatic disposal or standing Instructions in respect of any Account will cease to have effect when Citibank receives notification in writing of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the absence of written notification, Citibank may deem any automatic disposal or standing Instructions in respect of any Account to have ceased effect if it becomes aware of my death, bankruptcy, insanity, incapacity or liquidation (or that of a joint account holder). In the event of my (or a joint account holder's) death, Citibank may:
- 23.1.1 withhold any payment of monies or delivery of Investments or operation of any Account for such time as Citibank considers appropriate or until Citibank has received satisfactory documentation, including evidence of entitlement, an indemnity to Citibank for making such payment and evidence of payment of estate or other duty or tax in relation to such monies and Investments; and/or
- 23.1.2 initiate interpleader or similar proceedings in the event of any conflicting claim.
- 23.2 My death, insanity or incapacity will not terminate any Account or any authority given to the Authorised Signatories or affect any Instructions until written notice of death, insanity or incapacity has been received by Citibank, provided always that Citibank may terminate any Account or deem that any authority given to the Authorised Signatories is terminated or any Instruction affected or disrupted if it otherwise becomes aware of my death, insanity or incapacity.
- 23.3 Citibank will not be responsible for any Losses resulting from my disability or incapacity of whatever nature or that of my Authorised Signatories or representative or other third party.
- 23.4 The transfer by Citibank of any of my Investments and monies to my successors or their proxy or to the personal representative of my estate mentioned in any death or administrative documents presented to Citibank and satisfactory to it will free and release Citibank from all obligations, claims, suits and proceedings in connection therewith.
- 23.5 Subject to Applicable Laws, Citibank may debit the credit balance in any Account for the amount of all reasonable costs and expenses (including legal fees that are reasonable on a full indemnity basis) paid or incurred by Citibank or its Agents with respect to:
- 23.5.1 any such Account (including its termination); or
- 23.5.2 the transfer of the Investments and balance in such Account to my successor(s) or personal representative, the survivor(s) of a joint Account or any other person appearing to be legally entitled to such balance or Investments.

24 Termination, Suspension and Closure of Account

Non-Default Situations

- 24.1
- 24.1.1 Without prejudice to Clauses 24.11 to 24.18, Citibank may at any time and for any reason whatsoever, without liability and without disclosing or assigning any reasons to me, in its discretion, suspend the operation of an Account or terminate and/or suspend any Service by giving me notice. Notwithstanding the foregoing, in the event of Force Majeure or the occurrence of any Extraordinary Event or circumstances where, in Citibank's discretion, it is not practical or possible to provide such prior notice, Citibank shall have the right to suspend the operation of an Account or terminate and/or suspend any Service without prior notice and without liability.
- 24.1.2 I hereby consent to the blocking of any payment or transaction with respect to my Account by Citibank where such payment or transaction would result in Citibank or any Citigroup Company or its and their Third Party Service Providers or Payment Infrastructure Providers being in

23. 無行為能力

- 23.1 當花旗銀行收到本人(或聯名賬戶持有人)的身故、破產、精神錯亂、無行為能力或清盤的書面通知，任何賬戶中的任何自動處理或常規指示將停止有效。如沒有書面通知，若花旗銀行得悉本人(或聯名賬戶持有人)身故、破產、精神錯亂、無行為能力或清盤，其亦可視任何賬戶的任何自動處理或常規指示停止有效。如本人(或聯名賬戶持有人)身故，花旗銀行可：
- 23.1.1 暫停任何付款或投資交收或任何賬戶操作至花旗銀行認為合適的時候或直至花旗銀行收到令其滿意的文件，包括擁有權證明、對花旗銀行就有關付款作出的彌償及支付遺產稅或與該等款項及投資有關的其他稅項或徵稅的證明；及/或
- 23.1.2 在有任何互相抵觸的申索下，展開互爭權利訴訟或相類的程序。
- 23.2 本人身故、精神錯亂或無行為能力均將不會終止任何賬戶或授予授權簽署人的任何權限，或影響任何指示，直至花旗銀行收到有關的死亡、精神錯亂或無行為能力的書面通知，惟花旗銀行可在得悉本人身故、精神錯亂或無行為能力時，終止任何賬戶或視授權簽署人所獲授權的任何權限為已終止或任何指示已受影響或無法繼續進行。
- 23.3 花旗銀行將無須就因本人或本人的授權簽署人或代表或其他第三方的任何性質的喪失能力或無行為能力造成的任何損失負責。
- 23.4 花旗銀行將本人的任何投資及款項轉移予本人的繼承人或其等的受委託人或予任何向花旗銀行呈交並獲其信納的任何死亡或遺產管理文件中所述及的本人的遺產代理人，有關轉移將免除花旗銀行與之有關的所有責任、申索、訴訟及法律程序。
- 23.5 受限於適用法律，花旗銀行可從任何賬戶中的結存扣除其或其代理就下列情況而支付或招致的所有合理費用及開支(包括以全數彌償為基準的合理法律費用)：
- 23.5.1 任何該賬戶(包括將之終止)；或
- 23.5.2 轉移投資及該賬戶的結餘予本人的繼承人或遺產代理人、聯名賬戶的尚存人士或看似合法地有權取得該等結餘或投資的任何其他人士。

24. 終止、暫停及結束賬戶

非違責情況

- 24.1
- 24.1.1 在不損害第24.11至24.18條的情況下，花旗銀行可隨時向本人發出通知，因任何理由並在無責任及不須披露或給予本人任何理由的情況下按其酌情權暫停賬戶的操作或終止及/或暫停任何服務。不管前述，在不可抗力情況下或發生任何特別事件或按花旗銀行的酌情權不能實際或不可能提供該事先通知的情況下，花旗銀行有權暫停賬戶的操作或終止及/或暫停任何服務而不須作事先通知及無須負責。
- 24.1.2 本人在此同意，如任何付款或交易會導致花旗銀行或任何花旗集團公司或其第三方服務供應者或付款設施供應者違反《外國賬戶稅務合規法案》的任何要求、任何跨政府協議、任何外國金融機構協議或任何類似的本地或國外的法律要求、類似的協議或適用法律及監管當局的期望，花旗銀行可就本人的賬戶封鎖該付款或交易。

- breach of any requirement under FATCA, any IGA, any FFI Agreement, or any similar domestic or foreign legal requirement, similar agreement or Applicable Laws and Regulator Expectations.
- 24.2 Without prejudice to Clauses 24.11 to 24.18, Citibank may, at any time and for any reason whatsoever, without liability and without disclosing or assigning any reasons to me, in its discretion, close any Account by giving me notice. Notwithstanding the foregoing, in the event of Force Majeure or the occurrence of any Extraordinary Event or circumstances where, in Citibank's discretion, it is not practical or possible to provide such prior notice, Citibank shall have the right to close an Account without prior notice and without liability.
- 24.3 Without prejudice and in addition to Citibank's rights under these Terms, Citibank shall be entitled to terminate any Facilities or Services provided and/or close any Account at any time under this Clause 24 and/or take such action in accordance with Clauses 24.11 to 24.18 as it deems appropriate in its absolute discretion in the event that I cease to be, that Citibank assesses me to cease to be, an accredited investor, expert investor, institutional investor or professional investor, or that I (or in the case of a joint account, any of the accountholders) opt not to be treated as an accredited investor.
- 24.4 Citibank may, at any time, terminate a transaction prior to its maturity date, and (subject to the deduction of such break costs and/or the addition of such proportion of interest or other yield as Citibank may determine to have accrued) place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Citibank to combine Accounts, any right of set-off or any security interest. 24.5 If I choose to terminate an Account, I am required to give Citibank reasonable notice of termination or such other period of notice which Citibank may specify to me from time to time. In the case of an Account for which custody services are provided, I must provide at least 30 days' written notice of such termination.
- 24.5 If I choose to terminate an Account, I am required to give Citibank reasonable notice of termination or such other period of notice which Citibank may specify to me from time to time. In the case of an Account for which custody services are provided, I must provide at least 30 days' written notice of such termination.
- 24.6 On termination of any Account and/or the suspension or termination of any Service, my Liabilities (or such part thereof as Citibank may, in its discretion, specify) shall become immediately due and payable, the Collateral and all other rights, powers and remedies of Citibank shall become immediately enforceable and Citibank shall become immediately entitled to exercise any and all of the same.
- 24.7 Subject to Clause 24.2, on the termination of an Account, I shall forthwith return to Citibank all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 12 and subject to Applicable Laws, indemnify Citibank on demand for any reasonable costs or expenses arising or in connection thereto.
- 24.8 The closure of any Account(s) and/or termination of any or all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Citibank set out in the Terms. Any security interest or set-off contained in any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Citibank on unclaimed balances from a closed account.
- 24.9 Subject to Clause 24.2, on the termination of an Account, Citibank may discharge its entire liability with respect to the Account, subject to the release and discharge of any security created by me over any of the assets in the Account in favour of Citibank, by delivering:
- 24.9.1 directly to me or for my account or to such person as specified by me in writing to Citibank, all Investments then in the Account; and
- 24.9.2 to me by mail to my address last known to Citibank a draft or cheque in the currency of the Account without recourse to me as drawer, payable to my order in the amount of the
- 24.2 在並不損害第24.11至24.18條的情況下，花旗銀行可隨時向本人發出通知，因任何理由並在無責任及不須披露或給予本人任何理由的情況下按其酌情權結束任何賬戶。不管前述，在不可抗力的情況下或發生任何特別事件或按花旗銀行的酌情權不能實際或不可能提供該事先通知的情況下，花旗銀行有權結束任何賬戶而不須作事先通知及無須負責。
- 24.3 如本人不再是或花旗銀行評估後認為本人不再是認可投資者、專家投資者、機構投資者或專業投資者，或本人（在聯名賬戶的情況下則任何一個賬戶持有人）選擇不再被視為認可投資者，在不損害並且附加於花旗銀行在此條款下的權利，花旗銀行有權終止任何貸款或服務及/或根據第24條於任何時候取消任何賬戶及/或根據第24.11至24.18條全權酌情採取花旗銀行認為合適的行動。
- 24.4 花旗銀行可隨時在交易到期日前終止交易，及若花旗銀行按其酌情權決定此乃保障或行使花旗銀行的任何合併賬戶權利、任何抵銷權或任何擔保權益所必須或恰當的，(扣除該終止費用及/或加入花旗銀行認為已累算的該利息份額或其他收益後)花旗銀行將相關款項存入本人的另一賬戶。
- 24.5 若本人選擇終止賬戶，本人須向花旗銀行給予合理的終止通知或花旗銀行可不時向本人訂明的其他通知期。若賬戶獲提供保管服務，本人必須就該終止給予最少30天的書面通知。
- 24.6 在任何賬戶終止及/或任何服務暫停或終止時，本人的債項(或花旗銀行按其酌情權訂明的該部份)將變成即時到期及須支付，抵押品及花旗銀行的所有其他權利、權力及補救方法均即時可執行，花旗銀行亦即時有權行使之。
- 24.7 在第24.2條的規限下，本人須在賬戶終止時立即向花旗銀行歸還已向本人發出的所有未使用的支票，否則，在不限制第12條的一般性的原則下及受限於適用法律，本人須就任何因之而引起或與之有關的任何合理費用或開支應要求向花旗銀行作出彌償。
- 24.8 任何賬戶的結束及/或任何或所有服務的終止並不影響與條款所列的彌償及花旗銀行的權利、權力及利益有關的條文。任何條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、保證或花旗銀行與本人之間的任何其他協議、文件或文書或安排或任何與之有關或與任何賬戶有關或擔保本人在其下的責任的轉易書及擔保書中所載的任何擔保權益或抵銷均不被解除，直至本人的所有債項獲清償及本人在條款下的所有(並非部份)責任均獲履行為止。花旗銀行並不會就已結束賬戶的無人認領的結餘支付利息。
- 24.9 在第24.2條的規限下，在賬戶終止時，在本人的所有債項獲清償及本人就任何賬戶、任何服務、任何投資或花旗銀行為賬戶訂立的交易而欠負花旗銀行的任何款項獲支付後及在本人對賬戶中的任何資產設立以花旗銀行為受益人的任何抵押獲免除及解除後，花旗銀行可作以下事項以解除其對賬戶的全部責任：
- 24.9.1 直接向本人或為本人或向本人以書面向花旗銀行指定的該位人士交付當時賬戶中的所有投資；及
- 24.9.2 以郵寄方式郵寄至花旗銀行所知本人最後的地址以向本人交付以賬戶貨幣為單位的匯票或支票(而無須本人作出票人)，抬頭人為本人(或本人指定的人士)而金額為賬戶當時的結存款項並連同向本人轉移花旗銀行對該等款項所具有的該等申

then credit balance in the Account, together with such documents, if any, as may be necessary to transfer to me such claims as Citibank may have on such funds, in each case, after the discharge of all my Liabilities and payment of any amounts which are owed by me to Citibank in relation to any Account, any Services, any Investments or transactions executed by Citibank for an Account.

Default Situations

24.10 Each of the following shall be a “Default”:

- 24.10.1 I, any Security Party or Guarantor shall fail to comply with or observe any provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank or any other obligation owed to Citibank;
- 24.10.2 I, any Security Party or Guarantor shall die, become insane, be taken into custody, be incapacitated, or be declared incapable of administering my affairs;
- 24.10.3 I, any Security Party or Guarantor shall not have furnished any or any additional Collateral or reduced the amount of any Liabilities or, if, for any reason whatsoever, the Margin is not maintained or restored, after Citibank's request or as otherwise required or provided under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.4 any representation, statement or warranty (implied or otherwise) made by me, any Security Party or Guarantor in or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank shall prove to be incorrect, untrue or misleading in any material respect when made, or if Citibank reasonably believes that I, any Security Party or Guarantor have given any Citigroup Company any false information at any time;
- 24.10.5 it shall become illegal or impossible or be asserted by any central bank or other governmental authority to be illegal or impossible for me, any Security Party, Guarantor or Citibank to perform any obligations or for Citibank to enforce any rights under any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;
- 24.10.6 I, any Security Party or Guarantor shall fail to pay when due, or on demand, any amount payable under any provision of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank or under any agreement, document or instrument or arrangement with any creditor;
- 24.10.7 I, any Security Party or Guarantor shall in any way demonstrate to Citibank that I dispute or contest the validity or disclaim liability for, or ownership of, any transaction and/ or any agreement, document or instrument or arrangement with Citibank under or in connection with an Account, for any reason whatsoever;
- 24.10.8 I, any Security Party or Guarantor shall generally not pay any of our debts as they become due, or shall admit our inability to pay our debts generally, or shall make, or take steps to make, any compromise or arrangement with our creditors or make, or take steps to make, a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against us (or any step is taken to institute such proceeding) or any order shall be made by any competent court or other appropriate authority or any step is taken for my bankruptcy, winding up, dissolution or liquidation, or for the appointment of a trustee in bankruptcy, liquidator, receiver, judicial manager or trustee for any part of our property, revenues or undertaking or any action is initiated or any step is taken for an action to be initiated for administration of a trust under Order 80

索所必須的文件(如有)。

違責情況

24.10 下列各項均為“違責”情況：

- 24.10.1 本人、任何擔保方或保證人未能符合或遵守條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何擔保或與花旗銀行的任何其他協議、文件或文書或安排的任何條文，或對花旗銀行負有的任何其他責任；
- 24.10.2 本人、任何擔保方或保證人去世、變成精神錯亂、被扣押、變成無行為能力或被宣佈喪失處理本人的事務的能力；
- 24.10.3 本人、任何擔保方或保證人在花旗銀行提出要求或在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或與花旗銀行的任何其他協議、文件或文書或安排的規定下，未能提供任何或任何額外的抵押品或減低任何債項的數額或因任何理由未能維持或恢復保證金至原來的水平；
- 24.10.4 本人、任何擔保方或保證人在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或與花旗銀行的任何其他協議、文件或文書或安排中所作(隱含或其他方式)或與之有關的任何聲明、陳述及保證，在任何重要的方面被證實為不正確、不真實或誤導，或若花旗銀行在任何時候合理相信本人、任何擔保方或保證人向任何花旗集團公司提供任何錯誤資料；
- 24.10.5 本人、任何擔保方、保證人或花旗銀行履行任何條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或與花旗銀行的任何其他協議、文件或文書或安排下的任何責任或花旗銀行使其下的任何權利，均變成不合法或不可能或任何中央銀行或其他政府機關宣稱為不合法或不可能；
- 24.10.6 本人、任何擔保方或保證人未能在到期時或應要求時支付在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或與花旗銀行的任何其他協議、文件或文書或安排的任何條文下或與任何債權人的任何協議、文件或文書或安排下應支付的任何款項；
- 24.10.7 本人、任何擔保方或保證人因任何理由以任何方式向花旗銀行表示本人對在賬戶下或與之有關的任何交易及/或與花旗銀行的任何協議、文件或文書或安排的有效性提出爭議或爭辯或卸棄對之的責任或擁有權；
- 24.10.8 本人、任何擔保方或保證人大致上不支付其任何到期的債務，或承認其大致上無能力支付其債務，或與其債權人進行或採取步驟進行任何債務妥協或債務償還安排，或為債權人的利益進行或採取步驟進行一般轉讓；或其展開或被展開任何法律程序(或採取任何展開該法律程序的步驟)或任何具司法管轄權的法院或其他適當的機關就其破產、結束、解散或清盤或就委任破產受託人、清盤人、接管人、司法管理人或其財產、收入或業務的任何部份的受託人，頒佈任何命令或採取任何步驟，或就新加坡的法院規則 (Rules of Court of Singapore) 第80號命令或任何其他相關適用法律下的信託管理，而被展開任何法律行動或採取任何展開該法律行動的任何步驟；

	of the Rules of Court of Singapore or any other analogous Applicable Laws;		
24.10.9	any security is enforced or distress, execution, sequestration, attachment or other process is levied against any or all of my assets, rights or revenues or those of any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation);	24.10.9	本人或任何擔保方、保證人或本人(如為公司)任何實益股東的任何或所有資產、權利或收入被強制執行任何抵押或被扣押、執行、暫押、扣押或以其他方式被徵取；
24.10.10	any legal proceeding, suit or action of any kind whatsoever (whether criminal or civil, and including any bankruptcy, judicial management or other insolvency proceedings) or any regulatory investigation or proceeding is threatened, instituted or exists against me, any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation) in any jurisdiction;	24.10.10	本人或任何擔保方、保證人或本人(如為公司)任何實益股東在任何司法管轄區被威脅提出、展開或已存在屬任何性質的法律程序、訴訟或法律行動(不論為刑事或民事及包括任何破產、司法管理或其他無力償債程序) 或任何監管調查或程序；
24.10.11	any dispute or proceedings arise between any of the persons holding any Account (where there is more than one such person), or amongst any of the shareholders (in the case of a corporation);	24.10.11	(由多於一位的人士持有時)任何持有任何賬戶的人士之間或(在一所公司的情況下)任何股東之間出現的任何爭議或法律程序；
24.10.12	there shall be any Change of Shareholding or a change in my beneficial ownership;	24.10.12	任何持股比例變動或本人的實益擁有權有任何變更；
24.10.13	there shall be any material adverse change in my financial position or other condition or that of any Security Party, Guarantor or any of our beneficial shareholders (in the case of a corporation) which in Citibank's opinion may affect our ability to comply with any of our obligations under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;	24.10.13	本人或任何擔保方、保證人或本人(如為公司)任何實益股東的財政狀況或其他狀況出現任何重大不利的轉變而花旗銀行認為可能影響其遵從其在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或與花旗銀行的任何其他協議、文件或文書或安排下的任何責任的能力；
24.10.14	I shall consolidate or amalgamate with, or merge into, or transfer all or substantially all of my assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity shall fail to assume all my obligations under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement with Citibank;	24.10.14	本人與另一實體綜合或合併、或併入另一實體、或將本人的所有或大部份資產轉移予另一實體，而在進行綜合、合併、併入或轉移之時，該餘下的、尚存的或承轉實體未能承擔本人在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或與花旗銀行的任何其他協議、文件或文書或安排下的所有責任；
24.10.15	there shall occur an event of default (howsoever described) under:	24.10.15	以下視為發生違責事件(無論怎樣描述)：
	(a) any agreement, mortgage, indenture or instrument which shall result in any of my Indebtedness or payment obligation becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;		(a) 在任何協議、按揭、契約或文書下，造成本人的任何欠債或支付責任在其到期前變成或被宣佈為到期及須支付；
	(b) any Security Document or Guarantee or a breach of any term thereof; or		(b) 違反任何擔保文件或保證下的任何條款；或
	(c) a Facility Letter, the Master Derivative Agreement (or the occurrence of any termination event specified therein) or any other agreement, document or instrument or arrangement with Citibank;		(c) 提供貸款通知書、衍生性金融商品投資總協議(或當中訂明的任何終止事件發生)或與花旗銀行的任何其他協議、文件或文書或安排；
24.10.16	Citibank reasonably believes that I am or someone else (whether with my notice, consent or otherwise) is using an Account illegally or I, any Security Party or Guarantor has engaged in any illegal or suspicious activity;	24.10.16	花旗銀行合理相信本人或有人非法使用賬戶(不論本人是否知悉或同意或其他情況)或本人、任何擔保方或保證人從事任何非法或可疑活動；
24.10.17	Citibank considers it advisable or necessary to safeguard its interests under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, any Guarantee or any other agreement, document or instrument or arrangement with Citibank;	24.10.17	花旗銀行認為恰當及必須保障其在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、任何保證或與花旗銀行的任何其他協議、文件或文書或安排下的權益；
24.10.18	Citibank shall be unable to contact me at my address or contact details last known to it or I shall fail or refuse for any reason whatsoever to provide Instructions in respect of any request by Citibank or as required under any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any agreement, document or instrument or arrangement between Citibank and me, within such timeframe as may be acceptable to Citibank in its discretion; or	24.10.18	花旗銀行無法透過其最後知悉的本人的地址或聯絡資料與本人聯絡或本人因任何理由無法或拒絕按花旗銀行的任何要求或據條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何協議、文件或文書或安排所規定，在花旗銀行按其酌情權決定為可接受的時限內給予指示；或

- 24.10.19 the occurrence of any event of Default or termination event under the Master Derivative Agreement as may be described therein, and, for the avoidance of doubt, a Default would occur if any one of the above-described events occurs to any person holding an Account which is a partnership account or, as the case may be, a joint account.
- 24.11 Without prejudice to any other right Citibank has under the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document, Guarantee, or any other agreement, document or instrument or arrangement with me or otherwise at law, at any time after the occurrence of a Default without notice to me and without demand:
- 24.11.1 Citibank may immediately suspend, cancel or terminate any or all Accounts, Services or contracts, agreements or transactions under or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement with Citibank and/or entered into or effected with or from an Account;
- 24.11.2 any sums payable to Citibank in respect of my Liabilities, the Losses and under or in connection with any Investment, any transaction between Citibank and me and the relevant Service(s), including the whole or part of any fees or any other sums which are periodically payable (such amounts being correspondingly proportionate to the period which has elapsed prior to the date of termination), shall become due and shall be immediately paid to Citibank or, if so declared by Citibank, in its discretion, shall be payable by me on demand;
- 24.11.3 Citibank may apply any amounts of whatsoever nature standing to my credit or due to me (or any account holder where there is more than one account holder) from Citibank against any amounts that I (or any of us where there is more than one account holder) owe to Citibank (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise Citibank's rights of set-off, combination of accounts or consolidation against me (including under Clause 15). In this connection, Citibank may determine in good faith the net amount payable or receivable by Citibank (the "Net Amount") as a result of the cancellation or termination of any or all Accounts, Services or any contracts, agreements or under or in connection with the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me and/or entered into or effected with or from the Accounts, calculated in the currency of the Account (or such other currency as Citibank may determine at its discretion) and will provide to me as soon as practicable after making such determination a statement showing, in reasonable detail, the Net Amount. In determining the Net Amount, Citibank may convert (whether actually or notionally) any amount to the currency of the Account (or such other currency as Citibank may determine), determine in good faith and at its discretion, the value of the Investments and the Collateral (which determination and value shall be final and conclusive and binding on me) and may have regard to any costs, commissions, fees and expenses that would be incurred by Citibank in connection with realising any Collateral and shall also take into account any amounts that became due and payable (or would have become due and payable) by me prior to such cancellation or termination. I shall bear any costs, expenses or fees incurred in respect of any conversion. If the Net Amount represents an amount receivable by Citibank, I will pay the Net Amount to Citibank on the first Business Day after I receive notice of the Net Amount. If the Net Amount represents an amount payable by Citibank, Citibank will pay the Net Amount to me. If the Net Amount is owed by me to Citibank, it shall form part of my Liabilities;
- 24.11.4 Citibank may discharge its entire liability with respect to an Account by mailing to me to my address last known to Citibank a draft or cheque in the currency of that Account without recourse to me as drawer, payable to my order in the amount of the then credit balance in that Account, together with such documents, if any, as may be necessary to transfer to me such claims as Citibank may have on such funds;
- 24.10.19 衍生性金融商品投資總協議下所述的任何違責事件或終止事件之發生，及，為免生疑問，任何持合夥賬戶或(視乎情況而定)聯名賬戶的人士發生上述任何事件均為違責。
- 24.11 在無損於花旗銀行在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件、保證或與花旗銀行的任何其他協議、文件或文書或安排下或在法律下的任何其他權利的原則下，在發生違責事件後任何時候，無須通知本人及無須提出要求：
- 24.11.1 花旗銀行可即時暫停、取消或終止條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議或與花旗銀行的或與賬戶訂立或以賬戶使之生效的任何其他協議、文件或文書或安排下或與之有關的任何或所有賬戶、服務或合約、協議或交易；
- 24.11.2 就本人的債項、損失及在任何投資、花旗銀行與本人之間的任何交易及相關服務下或與之有關，須向花旗銀行支付的任何款項，包括須定期支付的任何費用或任何其他款項的全部或部份(該等款項相應按在終止日前已過的該段時期按比例計算)，將即時到期並須立即向花旗銀行支付或若花旗銀行按其酌情權宣佈，本人須應要求支付；
- 24.11.3 花旗銀行可將本人的結存款項中任何性質的或花旗銀行欠負本人(或若多於一位賬戶持有人，則任何一位賬戶持有人)的任何款項用以償付本人(或若多於一位賬戶持有人，則吾等當中任何一位)欠負花旗銀行的任何款項(任何性質及因任何原因引起的，包括任何或有款項)，或一般行使花旗銀行對本人的抵銷、組合賬戶或合併的權利(包括在第15條下)。就此而言，花旗銀行可真誠釐定其因取消或終止條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議或花旗銀行與本人之間的及/或與賬戶訂立或以賬戶使之生效的任何其他協議、文件或文書或安排下或與之有關的任何或所有賬戶、服務或任何合約、協議而須支付予花旗銀行或應由花旗銀行收取的淨額("淨額")，以賬戶的貨幣(或花旗銀行按其酌情權決定的其他貨幣)計算，並在釐定後在切實可行範圍內盡快向本人提供顯示淨額並具備合理詳情的結單。在釐定淨額時，花旗銀行可將任何款項兌換(實際上或名義上)成賬戶的貨幣(或花旗銀行可決定的其他貨幣)，真誠地及其酌情權釐定投資及抵押品的價值(此釐定及價值為最終及不可推翻並對本人具約束力)及考慮花旗銀行就變現任何抵押品而招致的任何費用、佣金、收費及開支，並應計算本人在該取消或終止前已到期並須支付(或本應到期並須支付)的任何款項。本人須負責就該兌換而招致的任何費用、開支或收費。若淨額相當於花旗銀行所應收取的款額，本人將於收到淨額通知後首個營業日向花旗銀行支付淨額。若淨額相當於花旗銀行應支付的款額，則花旗銀行將向本人支付淨額。若淨額是由本人欠負花旗銀行，其將構成本人的債項的一部份；
- 24.11.4 花旗銀行可透過郵寄至花旗銀行所知本人最後的地址向本人郵寄以賬戶貨幣為單位的匯票或支票(而無須本人作出票人)，抬頭人為本人(或本人指定之人士)而金額為賬戶當時的結存款項並連同向本人轉移花旗銀行對該等款項所具有的該等申索所必須的文件(如有)，以解除其對賬戶的全部整體責任；

24.11.5	if Citibank has effected a transaction which extends beyond the date of cancellation or termination of the relevant Account, Citibank may, in its discretion, close out or complete such transaction and for such purpose retain sufficient funds to effect the same;	24.11.5	若花旗銀行已執行一項交易而該交易延續至相關賬戶的取消或終止日之後，花旗銀行可按其酌情權，終止或完成該項交易，並為此目的而保留充足的款項以執行該項交易；
24.11.6	Citibank may close out, liquidate or realise any contractual positions or Investments held by it for or in connection with an Account;	24.11.6	花旗銀行可終止、清算或變現其就賬戶與之有關所持有的任何合約性倉盤或投資；
24.11.7	Citibank may, at my cost and expense, transfer all my positions or Investments to me or such person as I may direct, provided always that Citibank will not arrange the transfer of the relevant positions or Investments as aforesaid until all my Liabilities and other obligations to Citibank shall have been fully discharged;	24.11.7	花旗銀行可向本人或本人指示的該位人士轉移本人的所有倉盤或投資，費用及開支由本人負責，惟花旗銀行將不會安排前述的相關倉盤或投資轉移直至本人的所有債項及對花旗銀行的其他責任全部獲解除為止。
24.11.8	Citibank may cover positions by trading or entering into further transactions on my behalf;	24.11.8	花旗銀行可代表本人進行或訂立其他交易以平倉。
24.11.9	Citibank may take such other action as a reasonably prudent person would take in the circumstances to protect Citibank's position;	24.11.9	花旗銀行可採取一位合理謹慎人士在該情況下所會採取的其他行動以保障花旗銀行的倉盤。
24.11.10	Citibank may terminate a transaction prior to its maturity date, and (subject to the deduction of such break costs and/or the addition of such proportion of interest or other yield as Citibank may determine to have accrued) place the relevant funds in another Account of mine if it determines, in its discretion, that this is necessary or appropriate to protect or exercise any right of Citibank to combine Accounts, any right of set-off or any security interest;	24.11.10	花旗銀行可在交易到期日前終止交易，及若花旗銀行按其酌情權決定此乃保障或行使花旗銀行的任何合併賬戶權利、任何抵銷權或任何擔保權益所必須或恰當的，(扣除該終止費用及/或加入花旗銀行認為已累算的該利息份額或其他收益後)花旗銀行將相關款項存入本人的另一賬戶；
24.11.11	without legal process or any other action, Citibank may, in its discretion, enforce any Security Document and liquidate, or otherwise sell, or realise value from, the Collateral or any part thereof, at such price, on such terms (including timing), in such manner and with and through such person as Citibank deems appropriate and apply the liquidated amount or all money received by Citibank as proceeds of sale in or towards satisfaction of my Liabilities;	24.11.11	在不進行法律程序或任何其他法律行動下，花旗銀行可按其酌情權，執行任何擔保文件及清算或以花旗銀行認為適當的價格、條款(包括時機)、方式及中間人，出售抵押品或其任何部份或變現其價值，並以算定款項或花旗銀行出售所得的所有收益款項抵償本人的債項；
24.11.12	Citibank may effect any currency conversion, in a manner Citibank considers appropriate at its prevailing rate of exchange, in order to exercise any of its powers or rights in this Clause 24.10. I shall bear any costs, expenses or fees incurred in respect of such conversion;	24.11.12	花旗銀行可以其認為適當的方式，以其當時的兌換率進行任何貨幣兌換，以行使其在本第24.10條下的任何權力或權利。本人須負責就該兌換而招致的任何費用、開支或收費；
24.11.13	Citibank may exercise any other power or right which Citibank may have under the law, in any of the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me or any assurance and guarantee in connection therewith or with any Account or securing my obligations thereunder; and/or	24.11.13	花旗銀行可行使其在法律下、條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何其他協議、文件或文書或安排下的或其在法律下享有的抵銷權及留置權，花旗銀行可按其酌情權變現或出售其認為合適的抵押品或採取其認為合適的行動(包括在到期前清算抵押品、將抵押品兌換成其他貨幣或終止任何即期或遠期外匯合約)及無須向本人負任何責任，而本人，相應不可撤回地，授權花旗銀行代表本人行事，花旗銀行有權在出售或清算任何抵押品或其任何部份時運用其酌情權。
24.11.14	Citibank may exercise any of its rights under the Master Derivative Agreement on the occurrence of any event of default or termination event as may be described therein.	24.11.14	花旗銀行可在衍生性金融商品投資總協議中所述的任何違責或終止事件發生時，行使其在衍生性金融商品投資總協議下的任何權利。
24.12	For such purpose and applying its set-off and lien rights in the Terms, any Facility Letter, any Derivatives Contract, the Master Derivative Agreement, any Security Document or any other agreement, document, instrument or arrangement between Citibank and me or to which it may be entitled under law, Citibank may, at its discretion and without any liability to me, realise or sell so much of the Collateral or take all such action as Citibank deems fit (including liquidation of the Collateral prior to its maturity, conversion of the same into other currencies or termination of any spot or forward exchange contract) and, accordingly, I irrevocably authorise Citibank to act on my behalf. Citibank is entitled to use its discretion in all aspects of any sale or liquidation of any or any part of the Collateral.	24.12	就此目的及引用其在條款、任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何其他協議、文件或文書或安排下的或其在法律下享有的抵銷權及留置權，花旗銀行可按其酌情權變現或出售其認為合適的抵押品或採取其認為合適的行動(包括在到期前清算抵押品、將抵押品兌換成其他貨幣或終止任何即期或遠期外匯合約)及無須向本人負任何責任，而本人，相應不可撤回地，授權花旗銀行代表本人行事，花旗銀行有權在出售或清算任何抵押品或其任何部份時運用其酌情權。
24.13	Any proceeds of enforcement of any Security Document, the Master Derivative Agreement and any Collateral remaining after deducting all costs and expenses in connection with such enforcement and paying all Liabilities, all other amounts due hereunder and otherwise due from me to Citibank shall be paid to me. In the event such proceeds are insufficient to cover such deductions and payments, I shall pay to Citibank forthwith upon demand the amount of any such shortfall.	24.13	執行任何擔保文件、衍生性金融商品投資總協議及任何抵押品的任何收益，在扣減與該執行有關的所有費用及開支及支付所有債項、此下欠負的及本人在其他情況下欠負花旗銀行的所有其他款項後，應向本人支付餘數。如該收益不足以抵充該扣減及付款，則本人須即時應要求向花旗銀行支付任何短欠數額。

- 24.14 I authorise Citibank to place the proceeds of liquidation, sale or realisation of value of any Collateral and/or the enforcement of any Security Document or the Master Derivative Agreement to the credit of any suspense account with a view to preserving its rights to prove the whole of its claims against me. Citibank may, in its discretion, apply any or all of such proceeds to such suspense account, my Liabilities or any of my other obligations or liabilities as Citibank may from time to time conclusively determine.
- 24.15 On the termination of an Account, I shall forthwith return to Citibank all unused cheques issued to me, failing which I shall, without limitation to the generality of Clause 12 and subject to Applicable Laws, indemnify Citibank on demand for any reasonable costs or expenses arising or in connection thereto.
- 24.16 If Citibank determines that there have been no transactions conducted by me in connection with an Account for an extended period, the duration of such period to be determined by Citibank from time to time in its discretion, Citibank may designate an Account as a dormant account (a "**Dormant Account**"). Citibank will give 14 days' prior notice to me when a charge accrues on a Dormant Account for the first time.
- 24.17 Upon the designation by Citibank of an Account as a Dormant Account, I acknowledge and accept that Citibank shall:
- 24.17.1 not be obliged to send any further statement of accounts to me;
- 24.17.2 be entitled to impose charges in accordance with Clause 11; and
- 24.17.3 be entitled to close such Dormant Account.
- 24.18 Notwithstanding the foregoing, the closure of an Account(s) and/or termination of all the Services shall not affect the provisions relating to indemnities and the rights, powers and benefits of Citibank set out in the Terms. Subject to Clause 15.3, any security interest or set-off contained in any agreement shall not be discharged until all my Liabilities and all (and not some only) of my obligations under the Terms have been discharged. No interest will be paid by Citibank on unclaimed balances from a closed Account.

Survival

- 24.19 I acknowledge that closure of my Account(s) or termination of any Service or transaction will not affect accrued rights, existing commitments or any contractual provisions intended to survive termination (including the Surviving Provisions). For the avoidance of doubt, the closure of any of my Account(s) or the termination of any Service or business connection or relationship shall not affect the continued operation, validity, enforceability and/or applicability of any of the Terms (including in relation to indemnities, rights, powers and benefits of Citibank) in respect of any other Account, Service or business connection or relationship which is retained as between me and Citibank notwithstanding such termination, to the extent allowed under Applicable Laws.
- 24.20 The Surviving Provisions shall continue in full force and effect notwithstanding termination of the Terms.

II. BANKING SERVICES OF CITIBANK, N.A.

25 Current Account

- 25.1 I will observe all rules or terms printed on a chequebook on the operation of a current Account. I will keep all chequebooks under safe custody and notify Citibank immediately if any cheque is missing. I undertake to exercise due care when drawing cheques and agree that cheques will not be drawn by any means and/or in any manner which may enable a cheque to be altered or facilitate fraud or forgery. Any alteration on cheques must be confirmed by the full and complete signature conforming to my specimen signature or of my Authorised Signatory and that Citibank shall be entitled, in its discretion, to dishonour cheques where alterations are not so confirmed.
- 25.2 I may only countermand payment of a cheque by giving written Instructions to Citibank, including complete and accurate details of the number of the cheque, the name of the payee, the Account and the date on which and the amount for which the cheque has been drawn. Citibank may only comply with such Instructions if all details accord strictly with those of the relevant cheque and it has

- 24.14 本人授權花旗銀行將任何抵押品的清算、出售或價值變現及/或執行任何擔保文件或衍生性金融商品投資總協議所得的收益存入任何暫記賬戶，以保留證明其對本人的全部申索的權利。花旗銀行可按其酌情權，動用該暫記賬戶中的任何或所有該等收益、本人的債項或花旗銀行可不時最終決定的本人的任何其他責任或債項。
- 24.15 本人在賬戶終止時須立即向花旗銀行歸還已向本人發出的所有未使用的支票，否則，在不限制第12條的一般性的原則下及受限於適用法律，本人應就任何因之而產生或與之有關的任何合理費用或開支應要求向花旗銀行作出彌償。
- 24.16 若花旗銀行決定本人的賬戶長時間未有進行任何交易，該段期限的長度應不時由花旗銀行按其酌情權決定，花旗銀行可指定賬戶為不活躍賬戶（“**不活躍賬戶**”）。花旗銀行將在首次對不活躍賬戶徵收費用前14天向本人發出事先通知。
- 24.17 在花旗銀行指定賬戶為不活躍賬戶時，本人確認及接受花旗銀行：
- 24.17.1 無責任再向本人發送任何賬戶結單；
- 24.17.2 有權根據第11條收取費用；及
- 24.17.3 有權結束該不活躍賬戶。
- 24.18 不論前文所述，賬戶的結束及/或所有服務的終止均不影響與條款所列的彌償及花旗銀行的權利、權力及利益有關的條文。在第15.3條的規限下，任何協議所載之任何擔保權益或抵銷均不被解除，直至本人的所有債項獲清償及本人在條款下的所有(並非部份)責任均獲履行為止。花旗銀行並不會就已結束賬戶的無人認領的結餘支付利息。

存續

- 24.19 本人確認終止本人的賬戶或終止任何服務或交易不會影響累算權利、已作出的承擔或旨在存續的任何合同規定（包括存續條款）。為免疑問，在適用法律允許的範圍內，儘管終止任何本人的賬戶或終止任何服務或業務連接或聯繫，該等終止不會影響任何與本人與花旗銀行之間保留的任何其他賬戶、服務或業務連接或聯繫有關的條款的持續操作、有效性、可執行性及/或適用性（包括有關花旗銀行的彌償、權利、權力及利益）。
- 24.20 儘管條款終止，存續條文將仍然繼續有效。

II. 花旗銀行的銀行服務

25. 往來賬戶

- 25.1 本人在操作往來賬戶時，將遵守所有印在支票簿上之規則或條款。本人將妥善保存所有支票簿，並於任何支票遺失時立即通知花旗銀行。本人承諾謹慎開具支票並同意將不會以令支票可被修改或便於欺詐或偽冒的任何方法及/或任何方式開具支票。支票上的任何修改均必須有符合本人或本人的授權簽署人的簽名式樣的完整簽署作確認，而花旗銀行有權按其酌情權不承認修改處未經確認的支票。
- 25.2 本人只可透過向花旗銀行發出書面指示取消支票付款，包括支票號碼的完整而準確詳情、收款人的姓名、賬戶及支票開具日期及金額。只有所有資料與相關支票完全相符，而支票在花旗銀行收到該等指示時又未被出示亦未被支付，花旗銀行方會遵從該等指示。若花旗銀行按其酌情權執行並沒有包含任何所需詳情的指示，花旗銀行亦無須就本人因之而可招致的任何損失負責。花旗銀行無須為任何延遲執行或不

not been presented, and remains unpaid, when such Instructions are received by Citibank. However, if, in its discretion, Citibank executes such an Instruction notwithstanding that it does not include any of the requested details, Citibank will not be liable for any Losses that I may incur as a consequence. Citibank shall not be responsible for any delay or omission in executing any such Instruction and I further agree to forthwith notify Citibank in writing if any cheque or instrument is recovered or destroyed, or such order is cancelled. Such order will be valid for six months from the date it is given unless renewed in writing.

26 Time, Call, or Foreign Currency Deposit Account

- 26.1 Citibank will issue a time deposit advice ("**Deposit Advice**") for each time deposit placed with it. Such Deposit Advice is only evidence of the deposit and not a document of title.
- 26.2 Citibank will pay interest on call or time deposits on withdrawal or on the maturity date or as otherwise agreed and at the rate indicated on the relevant Deposit Advice or as notified by Citibank from time to time. Interest is calculated, up to but excluding the withdrawal or maturity date (as applicable), on a 365-day year basis in respect of amounts in Hong Kong dollars or Singapore dollars or if in any other currency, on the customary money market basis.
- 26.3 The minimum amount which can be placed as a time deposit and the maximum tenor of such a time deposit shall be determined in accordance with Citibank's policies from time to time.
- 26.4 Time deposits may not be prematurely withdrawn unless otherwise specified. Premature withdrawal of any time deposit, if allowed by Citibank, shall be at Citibank's discretion and on such terms as Citibank may impose, including the levying of premature withdrawal charges. Citibank may, at its discretion, pay interest on time deposits prematurely withdrawn for such time periods and at such rates as Citibank may determine, less such charges as it may impose.
- 26.5 Unless and until Citibank receives instructions to the contrary, the amount of any time deposit and any interest thereon accruing for the period of the deposit may (at Citibank's discretion) be successively renewed for the like period upon the maturity of each such period, at the prevailing rate of interest at the time of renewal. Deposits which have matured but have not been renewed or withdrawn will (together with accrued interest) be placed in my current Account or any other Account which Citibank considers appropriate, in the same currency as the proceeds from the matured deposit. The general terms for interest on amounts standing to the credit of my Account (if applicable) will apply.
- 26.6 In respect of any foreign currency time deposit, I shall be conclusively bound by the rate of exchange quoted by Citibank at the time of placement of that foreign currency time deposit as the rate for the conversion of the relevant currencies determined by Citibank to be prevailing in the relevant foreign exchange market at the relevant time. I shall bear any costs, expenses or fees incurred in respect of any currency conversion.
- 26.7 I acknowledge and accept that the net return on my foreign currency time deposit will depend on market conditions prevailing at the time of maturity, and that I am prepared to risk any loss as a result of a depreciation in the value of the currency paid or as a result of foreign exchange controls imposed by the country issuing the currency. I acknowledge and accept that such loss may offset the net return on such foreign currency time deposit and may even result in the loss of the foreign currency time deposit or a part thereof.
- 26.8 In respect of call and time deposits, Instructions for renewals and withdrawals are accepted subject to the transaction date, cut-off time and/or prior notice set by Citibank from time to time.

26A RMB Services

- 26A.1 The provision of the RMB Services by Citibank and the operation of any RMB denominated account(s) are subject to the Terms and the RMB Applicable Provisions. I agree with Citibank that if there is any inconsistency between the provisions relating to the RMB Services in the Terms and the RMB Applicable Provisions, the RMB Applicable Provisions shall prevail.
- 26A.2 Citibank is entitled to reject, terminate, revise or cancel the provision of any RMB Services and/or transfer or convert any amount in my RMB account(s) in its sole and absolute discretion without prior notice to me:

執行任何該指示負責，及本人進一步同意若任何支票或票據獲尋回或被損毀，或該指令已被取消，本人須以書面立即通知花旗銀行。該指令將自其發出日起生效六個月，以書面重續則除外。

26. 定期、通知或外幣存款賬戶

- 26.1 花旗銀行將就每次存入的定期存款發出定期存款通知單（“**存款通知單**”）。該存款通知單應為存款的唯一證明但並非所有權文件。
- 26.2 花旗銀行將在提款或到期日（或另行協議）按有關存款通知單上訂明或經花旗銀行不時通知的利率支付通知或定期存款的利息。利息計算至提款或到期日但不包括該日為止（如適用），就港元或新加坡元而言以每年365天計算，或如以任何其他貨幣計算，即按照特定貨幣市場計算為基礎。
- 26.3 定期存款最低金額及其最長存款期應不時根據花旗銀行的政策決定。
- 26.4 除非另行訂明，否則定期存款不可提前提取。（若花旗銀行准許）提前提取任何定期存款均是按花旗銀行的酌情權及其所設置的該等條款提取，包括徵收提前提款收費。花旗銀行可按其酌情權，據按花旗銀行決定的時期及利率，支付提前提取的定期存款的利息，並減去其徵收的該等收費。
- 26.5 除非及直至花旗銀行收到相反的指示，否則任何定期存款及其在存款期所累算的任何利息可（按花旗銀行的酌情權）連續地在每次該段期限到期時按相若的期限並以續期之時的利率續期。已到期但未被續期或撤回的存款（以及累算利息）將以已到期的存款的收益相同的貨幣為單位，轉入本人的往來賬戶或花旗銀行認為適當的任何其他賬戶。本人的賬戶結存款項的利息的一般條款將適用（如適用）。
- 26.6 就任何外幣定期存款而言，本人不可推翻地受花旗銀行於該外幣定期存款進行存款時報述為由花旗銀行決定於相關時間在相關的外匯市場通用的相關貨幣的兌換率的匯率所約束。本人須負責該兌換而招致的任何費用、開支或收費。
- 26.7 本人確認及接受本人的外幣定期存款的淨收益將視乎到期時的市場情況，且本人已準備承受任何因所支付的貨幣的貶值或因發行該貨幣的國家實施外匯管制而造成任何損失的風險。本人確認及接受該損失可抵銷該外幣定期存款的淨收益及可能甚至導致損失外幣定期存款或其部份。
- 26.8 有關通知及定期存款，續期及提取的指示會被接受，但受花旗銀行不時所設定的交易日期、截止時間及/或事先通知所限制。
- ## **26A. 人民幣服務**
- 26A.1 花旗銀行提供的人民幣服務和任何以人民幣為單位的賬戶的操作將受限於條款及人民幣適用條文。本人同意如條款下有關人民幣服務的條文與人民幣適用條文出現任何歧歧，以人民幣適用條文為準。
- 26A.2 花旗銀行有獨有及絕對酌情權而無須事先通知本人的情況下拒絕、終止、調整或取消提供任何人民幣服務及/或由本人的人民幣賬戶轉移或兌換任何金額：

- 26A.2.1 in order to comply with the RMB Applicable Provisions and the Terms; or
- 26A.2.2 upon occurrence of any event which materially restricts or hinders the ability of Citibank to, or if it is impossible, illegal, impracticable for Citibank to obtain, convert, transfer or remit RMB, or to provide or perform the RMB Services to me due to any reason beyond Citibank's control and after using commercially reasonable efforts to perform such RMB Services.
- 26A.3 Citibank's ability to operate and maintain RMB denominated account(s) or provide RMB Services may be impaired, suspended (in some cases infinitely) or rendered impracticable. In such circumstances and in each of the above two sub-paragraphs, Citibank shall not be liable, and shall not bear any risks for any losses, costs, expenses or charges or other consequences arising or suffered by me as a result of such steps being taken by Citibank, including but not limited to the loss of RMB deposits deposited by Citibank with any RMB clearing and settlement bank, clearing house or custodian.
- 26A.4 FX conversion rate for RMB is based on offshore interbank rate, which may be driven by various factors including market demand and supply and may be different from onshore market rates. The difference between the two conversion rates may be significant. Unless Citibank determines otherwise, all RMB transactions will be denoted using currency code [CNY] in client advices and statements.
- 26A.5 Conversions of RMB to or from other currencies, including Hong Kong Dollars, may be subject to limits or restrictions imposed from time to time by the relevant regulatory, government, clearing bank or other authorities or may be removed. When the relevant authority(ies) make(s) changes to such limit, the new rules will apply to the RMB account relationship between Citibank and me.
- 26A.6 Unless otherwise permitted by Citibank, no RMB fund remittance to Mainland China shall be permitted. Such restriction may be changed by Citibank and will be subject to any other restrictions imposed from time to time by any relevant regulatory, government clearing bank or other authorities or may be removed. When the relevant authority(ies) make(s) changes to such matter, the new rules will apply to the RMB account relationship between Citibank and me.
- 26A.7 Unless otherwise permitted by Citibank, there shall be no cheque or chequebook services denominated in RMB and physical deposit or withdrawal of RMB notes is not permitted. Deposits in RMB shall only be received by way of foreign exchange conversion from other currencies, by funds transfer from other Citibank accounts or external accounts. Withdrawals of RMB shall be by way of foreign exchange conversion into other currencies, or by funds transfer to other Citibank accounts or external accounts outside Mainland China. Such matters may be changed by Citibank and will be subject to any other requirements imposed from time to time by any relevant regulatory, government, clearing bank or other authorities.
- 27 Placement**
- 27.1 Placements are investments of funds for a specific tenor at a specified interest rate in an account with Citibank's head office, branches or holding company which are licensed, registered, approved or otherwise regulated to carry on banking business under the laws of the jurisdiction in which they are established or incorporated ("**Placement Entities**"). I authorise Citibank to make placements in Citibank's name but on my behalf at my Instructions, for my exclusive account and risk in such amounts and currencies and for such periods as I may notify to Citibank from time to time at the interest rate then offered by the Placement Entity. Citibank will assume no liability or obligation other than the obligation to make placements on my behalf and credit any interest earned on and make repayment of such placements to the Account upon receipt of the same from the Placement Entities.
- 27.2 The minimum amount which can be placed and the maximum tenor of such placement shall be as prescribed by Citibank or the Placement Entity from time to time.
- 27.3 Citibank will not be trustee of any placement or any interest earned thereon and will not be obliged to enforce any rights in respect thereof.
- 26A.2.1 為遵守人民幣適用條文及條款；或
- 26A.2.2 發生任何事件以致花旗銀行（或使花旗銀行不可能、不能合法地、不切實地）在獲得、兌換、轉移或轉付人民幣、或由於任何在花旗銀行控制以外的原因和在使用商業合理努力向本人提供或履行人民幣服務方面的能力受重大限制或阻礙。
- 26A.3 花旗銀行操作及維持以人民幣為單位的賬戶的能力或提供的人民幣服務可能會受損、（在某些情況下，永無止境地）被暫停或以致不切實可行。在這些情況及在以上兩個小段的情況下，花旗銀行無需為任何損失、費用、開支、收費或其他由於花旗銀行採取該步驟所引起或令本人蒙受的後果負責及承擔任何風險，包括但不限於花旗銀行存放於任何人民幣結算銀行、結算所或保管的人民幣存款的損失。
- 26A.4 人民幣的外匯兌換率是基於離岸同業兌換率，這可以由不同因素帶動，包括市場需求和供給，及可以與境內市場兌換率不同。兩個兌換率的分別可能重大。除花旗銀行另行決定，所有人民幣交易的客戶通知單和結單將以貨幣代碼[CNY]為單位。
- 26A.5 人民幣兌換其他貨幣（包括港幣）或其他貨幣兌換人民幣可能受限於由相關監管、政府、結算銀行或其他機構不時施行的限額和限制或可能被除去。當相關機構（等）對此限額作出更改，該新規則將適用於本人與花旗銀行的人民幣賬戶關係。
- 26A.6 除花旗銀行另行准許，不准許向中國內地作人民幣資金匯款。此限制可由花旗銀行更改，及將受限於任何由相關監管、政府、結算銀行或其他機構不時施行的限制或可能被除去。當相關機構（等）對此作出更改，該新規則將適用於本人與花旗銀行的人民幣賬戶關係。
- 26A.7 除花旗銀行另行准許，不會有以人民幣為單位的支票或支票簿服務，及不准許人民幣紙幣的實際存款或提款。人民幣存款只可以由其他貨幣（由其他花旗銀行賬戶或外設賬戶作出資金轉賬）以外匯兌換形式接收。人民幣提款應以外匯兌換成其他貨幣，或以資金轉賬到其他花旗銀行賬戶或設於中國內地以外的外設賬戶。這些事項可由花旗銀行更改，及將受限於任何由相關監管、政府、結算銀行或其他機構不時施行的規定。
- 27. 資金存放**
- 27.1 資金存放為將資金在特定期限以特定利率投資到，按成立所在的司法管轄區的法律獲授予特許、註冊、批准或受監管經營銀行業務的花旗銀行的總辦事處、分行或控股公司（“投資實體”）的賬戶。本人授權花旗銀行以花旗銀行的名義代表本人並按本人的指示，並由本人獨自負責及承擔風險，以本人不時通知花旗銀行的該等數額及貨幣在該時段及以投資實體所提供的息率作資金存放。除了代表本人資金存放及把從投資實體收到該資金存放所賺取的任何利息存入至，及該資金存放付還至，賬戶外，花旗銀行無須承擔任何其他責任。
- 27.2 該資金存放的存放最低金額及最長的期限由花旗銀行或投資實體不時訂明。
- 27.3 花旗銀行不會成為任何資金存放或其上所賺取的任何利息的受託人，及沒有義務執行有關的任何權利。

- 27.4 All of my Instructions on any placement will not be entertained by the Placement Entities unless they are routed through Citibank. If Citibank does not receive express Instructions from me for the renewal or termination of a placement at least two Business Days (or such other time period as Citibank may prescribe from time to time) prior to its maturity, Citibank may renew the placement for the same period at the interest rate then offered by the Placement Entity or, at Citibank's discretion, place the proceeds, including any interest paid thereon, in the Account, as a call deposit in the same currency.
- 27.5 Placements may not be prematurely withdrawn unless otherwise specified. Premature withdrawal of any placement, if allowed by Citibank, shall be at Citibank's discretion and on such terms as Citibank or the Placement Entity may impose, including the levying of premature withdrawal charges.
- 27.6 Citibank may charge a placement fee for this service that will be reflected in the net return received by me in respect of the placements. This fee may vary depending on the interest and exchange rate environment.
- 27.7 Citibank shall not be liable for any Loss whatsoever resulting from my choice of the Placement Entity, or any terms and conditions of any placement or renewal or non-renewal thereof, from failure to monitor the Placement Entity's creditworthiness, or from failure to effect or renew any placement, or from failure of any Placement Entity to meet any of its obligations to me (whether by way of repayment of any placement or interest thereon or otherwise), or for any reason whatsoever. In such event, Citibank's sole obligation is to assign to me any claim against the Placement Entity held on my behalf (and Citibank is not obliged to take any other action or perform any other services).
- 27.8 I release Citibank from all claims in connection with, and confirm that I will not hold Citibank liable for, any income, withholding or other tax imposed or levied on me in respect of any placement. I shall be responsible for all taxes arising in respect of any placement or which may be payable by me in any applicable jurisdiction and I will, without limitation to the generality of Clause 12, indemnify Citibank on demand in the event that Citibank is liable under the laws of such jurisdiction to pay such tax on my behalf.
- 27.9 Each placement and its payment are the obligations of, and subject to the rules, terms and conditions of, the Placement Entity for the time being in force and also subject to the Applicable Laws and Regulator Expectations of the jurisdiction where the placement is made. I authorise Citibank on my behalf, without prior notice to, or approval from, me to do anything which Citibank may consider necessary to ensure due compliance with the Placement Entity of its rules, terms and conditions and with such laws and regulations.
- 27.10 My placement may be combined with the funds of other parties for whom Citibank also effects similar placement of funds.
- 28 Premium Instrument**
- 28.1 A premium instrument refers to a placement of monies with Citibank for a specified period of time where, upon maturity, Citibank will, at its sole option, pay to me the principal of and accrued interest on the premium instrument, either in the currency in which the placement was made (the "Base Currency") or in another currency (the "Alternative Currency"). If payment is made in the Alternative Currency, the calculation of the amount payable will be effected at a pre-determined exchange rate specified by Citibank.
- 28.2 At the time each premium instrument is placed, its tenor, the applicable interest rate, the applicable Alternative Currency and the exchange rate between the Base Currency and the Alternative Currency will be determined by agreement between Citibank and me.
- 28.3 The minimum amount which can be placed as a premium instrument and the maximum tenor of such a placement shall be determined in accordance with Citibank's policies from time to time.
- 28.4 I agree and acknowledge that premium instruments may not be prematurely withdrawn unless otherwise specified. Early withdrawal or termination of a premium instrument by me may have the effect of reducing the expected return or reducing the amount of principal repayable. I will have to bear any costs and charges associated with my early withdrawal or termination of such premium instrument. Premium instruments are not insured deposits for the purposes of the Deposit Insurance and Policy Owners' Protection Schemes Act, Chapter 77B of Singapore and are not protected deposits for the purposes of the Hong Kong Deposit Protection Scheme.
- 27.4 除非經花旗銀行辦理，否則投資實體不會處理所有本人對任何資金存放之指示。如花旗銀行在到期前至少兩個營業日(或花旗銀行不時訂明的該其他時限)沒有收到本人就資金存放的續期或終止的明確指示，花旗銀行可將該資金存放以投資實體當時提供的利率以同樣的時期續期，或按花旗銀行的酌情權，將收益(包括任何支付的利息)存入賬戶，作為以相同貨幣為單位的通知存款。
- 27.5 除另外說明外，否則資金存放不可提前提取。(若花旗銀行准許)提前提取任何資金存放均是按花旗銀行的酌情權及花旗銀行及投資實體所設置的該等條款，包括徵收提前提取收費。
- 27.6 花旗銀行可就此項服務徵收資金存放費用，有關資金存放費用將在本人就資金存放所收取到的淨收益中反映。此項費用可視乎利率及匯率環境而改變。
- 27.7 花旗銀行不須因本人自己選擇的投資實體或任何資金存放或其續期或不續期的任何條款及條件，或因未能監察投資實體的信用可靠性，或因未能實行或續期任何資金存放，或因任何投資實體未能履行其對本人的任何責任(不論是付還任何資金存放或其利息或其他情況)，或因任何原因，而導致的任何損失負責。在此情況下，花旗銀行的唯一責任是將代本人持有任何對投資實體的索償權利轉給予本人(而花旗銀行沒有責任採取任何其他行動或提供任何其他服務)。
- 27.8 本人免除花旗銀行所有與本人就任何資金存放而被徵收的任何收入、預扣或其他稅項有關的索償，及確認本人不會要求花旗銀行就前述事項負責。本人會負責因任何資金存放引起的所有稅項或因任何適用的司法管轄區下本人應付的所有稅項，在無損於第12條的一般性的原則下，如花旗銀行在該司法管轄區的法律下須要代表本人負責支付有關稅項，本人將應要求對花旗銀行作出彌償。
- 27.9 每項資金存放及其付款均為投資實體之責任，並受當時生效的投資實體的規則、條款及條件及資金存放所在之司法管轄區的適用法律及監管當局的期望所限制。本人授權花旗銀行在沒有事先通知本人或獲得本人的批准的情況下，代表本人作出任何花旗銀行認為必需的行為，以遵從投資實體的規則、條款及條件及該等法律及規則的要求。
- 27.10 本人的資金存放可與花旗銀行為其他方作出類似資金存放的資金合併。
- 28. 溢價票據**
- 28.1 溢價票據指在花旗銀行存入資金存放一段指定時間，花旗銀行在其到期時將按其獨有選擇權，以資金存放的貨幣("基本貨幣")或另一貨幣("替代貨幣")，向本人支付溢價票據的本金及所累算的利息。若以替代貨幣付款，應支付款項將以花旗銀行指定的預先設定匯率計算。
- 28.2 在訂立每項溢價票據時，其期限、適用利率、適用的替代貨幣及基本貨幣與替代貨幣之間的匯率將由花旗銀行與本人協議決定。
- 28.3 訂立為溢價票據的最低金額及其最長期限是不時根據花旗銀行的政策決定。
- 28.4 本人同意及確認溢價票據可能無法提前提取，另行訂明則除外。本人提前提取或終止溢價票據可能會減少預期收益或減少所應付還的本金。本人需承擔與本人提前提取或終止溢價票據有關的任何成本及費用。溢價票據不是新加坡法例第77B章《存款保險及保單擁有人保障計劃法案》下的保險存款，亦不是香港存款保障計劃下的受保障存款。

- 28.5 On maturity, each premium instrument will be dealt with in accordance with disposition or withdrawal instructions received by Citibank at least two Business Days (or such other time period as Citibank may prescribe from time to time) prior to the maturity date. If no such instructions are received, interest shall cease to accrue on the premium instrument as of the maturity date.
- 28.6 If Citibank determines at any time that, by reason of any event or circumstance, it is, or may be, impossible to make a reliable determination of a reference value in respect of any premium instrument, Citibank may, by notice to me, terminate the relevant premium instrument, and Citibank will pay me, in full satisfaction of principal and interest, such amount as Citibank shall determine to be fair and reasonable in all the circumstances.
- 28.7 If by reason of death, bankruptcy or Default or any other reason, the repayment of a premium instrument prior to its scheduled maturity date is enforceable, and such repayment is demanded, the amount repayable shall be reduced by an amount equal to all Losses suffered by Citibank as a result of such early repayment as determined by Citibank in good faith.
- 28.8 I understand that I may suffer complete or partial loss of the original amount invested.

III. CUSTODIAN SERVICES OF CITIBANK, N.A.

29 Appointment as Custodian

I hereby appoint Citibank to act as custodian of all Securities and other assets which are now or may at any time hereafter be deposited with Citibank (the “**Custody Assets**”) and Citibank hereby accepts such appointment.

30 Instructions

In some securities markets, Custody Assets deliveries and payments may not be or are not customarily made simultaneously. Accordingly, notwithstanding any Instruction to deliver Custody Assets against payment or to pay for Custody Assets against delivery, and notwithstanding any provision in the Terms, Citibank may make or accept payment for or delivery of Custody Assets at such time and in such form and manner as is in accordance with the Applicable Laws and Regulator Expectations and/or practice or with the customs prevailing in the relevant market.

31 Custody Account

- 31.1 An Account may be used to hold, acquire, transfer or otherwise safekeep the Custody Assets as transferred to Citibank for my account and Citibank may establish a sub-account under an Account for such purpose.
- 31.2 The Custody Assets may be registered or held in my name, or in Citibank's name, or in the name of a Nominee, Agent, sub-custodian, depository or Clearance System but for my account and at my sole risk. Citibank, its Agents and/or Nominees may assign their rights and transfer their duties to me in the event of any legal action, act of bankruptcy, lien or claim in relation to any of the Custody Assets.
- 32 Deposit of Property**
- 32.1 Citibank is not obliged to credit Custody Assets to an Account before receipt of such Custody Assets by final settlement. If Citibank has received Instructions that would result in the delivery by Citibank of Custody Assets in excess of credits to an Account for that Security, Citibank shall be entitled, at its discretion, to reject the Instructions or decide which delivery(s) it will make (in whole or in part in the order it selects) without any liability accruing to Citibank in respect thereof.
- 32.2 For the avoidance of doubt, Citibank shall have the right, at its discretion, to refuse the deposit of the Custody Assets or to specify those provisions herein contained in this Section III which shall not be applicable. For the avoidance of doubt, all cash received by Citibank, including all accruals attaching to any Custody Assets, will be held by Citibank as banker, and not as custodian or trustee, and will not be held under the terms of this Section III of the Terms. As all cash held for me will be held by Citibank as banker, I agree that any interest payable will be paid in accordance with the terms of the relevant deposit amount.

- 28.5 在到期時，花旗銀行將會按其到期日前最少兩個營業日(或花旗銀行不時訂明的該其他期限)所收到的處置或提取指示處理每項溢價票據。如未有收到有關指示，溢價票據的利息會在到期日起停止累算。
- 28.6 若花旗銀行在任何時候決定，其因任何事件或情況而無法或不可能就任何溢價票據作出參考價值的可信賴的釐定，花旗銀行可透過向本人發出通知，終止有關的溢價票據，並將向本人支付花旗銀行決定在任任何情況下均為公平及合理並足以完全抵償本金及利息的款額。
- 28.7 如因身故、破產或違責或任何其他原因，溢價票據須在其預定的到期日前付還且被要求付還，所應付還的金額須扣減相當於花旗銀行真誠釐定因該提早付還而蒙受的所有損失的款額。
- 28.8 本人明白，本人可能遭受初始投資金額的完全或部份損失。

III. 花旗銀行的保管服務

29. 委任保管人

本人茲此委任花旗銀行為現時或此後任何時候存入花旗銀行之所有證券及其他資產（“**受保管資產**”）之保管人，而花旗銀行茲此接受該委任。

30. 指示

在某些證券市場，受保管資產交付及付款可能並不或不慣常同時進行。相應地，不論任何就付款而交付受保管資產或就交付受保管資產而付款的指示，亦不論條款中的任何條文，花旗銀行可根據適用法律及監管當局的期望及/或慣例或相關市場的現行習慣於該時候及以該方式及形式，就受保管資產作出或接受付款，或作出或接受受保管資產交付。

31. 保管賬戶

- 31.1 賬戶可用以為本人持有、收購、轉移或保管轉移至花旗銀行的受保管資產，花旗銀行可就此目的而在賬戶下設立分賬戶。
- 31.2 受保管資產可以本人或花旗銀行或代名人、代理、次保管人、存管處或結算系統的名義登記或持有，但有關登記或持有是代本人的及風險由本人獨自承擔。如有與任何受保管資產有關的任何法律行動、破產、留置權或申索，花旗銀行、其代理及/或代名人可向本人轉讓其權利及轉移其責任。

32. 繳存財產

- 32.1 花旗銀行並無責任在經最後交收而收到受保管資產前將之存入賬戶。若花旗銀行已收到會令花旗銀行交付的受保管資產超出存入賬戶的該受保管資產的指示，花旗銀行有權按其酌情權拒絕該指示或決定其將作出那一項交付(全部或(按其所選擇的次序)部份)，而無須就此負上任何責任。
- 32.2 為免生疑問，花旗銀行有權按酌情權拒絕受保管資產之存入或指定本第III部份所載的條文不適用。為免生疑問，花旗銀行所收到的所有現金，包括任何受保管資產附帶的所有應計項目，將由花旗銀行以銀行之身份持有，而非以保管人或受託人之身份持有，及不會據條款的第三部份之條款持有。因為為本人持有之全部現金將會由花旗銀行以銀行家的身份持有，本人同意任何應付的利息將會按相關存款金額之條款支付。

- 32.3 Citibank shall be entitled to treat the Custody Assets accepted by it as fungible, or at any time to allocate specific Custody Assets to me, any such treatment or allocation to be binding on me. If custody is held on an unallocated basis, the Custody Assets will be pooled, like with like, and Citibank will hold such pools for all relevant account holders so that each will have a proportionate beneficial entitlement or share (as increased or decreased by subsequent transactions) in each relevant pool. Where this is the case, I understand that individual client entitlements may not be identifiable by separate certificates, or other physical documents of title, entries on the register or equivalent electronic records. Citibank will maintain records of my interest in Custody Assets which have been commingled in this manner.
- 32.4 Citibank shall have no duty or responsibility to return to me Custody Assets bearing serial numbers identical to those delivered to or accepted by Citibank so long as the Custody Assets returned are of the same class, denomination and nominal amount and rank pari passu with those accepted by Citibank, subject always to any capital reorganisation or share exchange which may have occurred. Citibank shall have no duty to inform me of the serial numbers of Custody Assets held in custody for my Account.
- 32.5 I hereby request and appoint Citibank or its Agent or Nominee, as my attorney, to execute such documents and perform such acts as Citibank may consider necessary to accept the transfer of Custody Assets into the name of Citibank or its Nominee or to re-transfer the Custody Assets to me or as I may direct. I undertake to take all necessary steps to give Citibank, or its Agent or Nominee the authority to do so.
- 32.6 Citibank may charge fees and levy other costs for custody services provided herein, in such amount as may be notified to me from time to time. Citibank may also pass on to me fees and other costs charged by its Agents, sub-custodians and Nominees to whom Citibank has delegated the provision of custody services, in such amount as may be notified to me from time to time.
- 32.7 In respect of Custody Assets which are denominated in a currency other than the currency of the jurisdiction in which the Account is opened, for safe custody in a custody account, I consent and authorise Citibank to deposit such Custody Assets in a custody account with a custodian outside the jurisdiction in which the Account is opened which is licensed, registered or authorised to act as custodian in the country or territory where such account is opened and maintained.
- 32.8 Any Custody Assets held by Citibank or by its Agent as custodian shall be subject to Citibank's rights of charge, lien and set-off as set out in the Terms, and may also be subject to other similar rights or security interests of Citibank under any other agreements between us, which also govern the circumstances in which Citibank may realise the Custody Assets held as collateral to meet my Liabilities to Citibank. I agree and acknowledge that any Nominee, sub-custodian or any of their agents or Citibank's Agents may also claim a right, charge, security interest, lien or claim of any kind over any of our property held by it.
- 33 Securities Depositories and Sub-Custodians**
- 33.1 To the extent reasonably practicable, Citibank will hold Custody Assets with an Agent or Nominee only in an account which holds exclusively assets held by Citibank for its customers, and I acknowledge and agree that my Custody Assets may be pooled with Custody Assets belonging to Citibank's other customers. Citibank will direct Agent and Nominee to identify on its books that Custody Assets are held for the account of Citibank as custodian for its customers. Citibank shall require the Agent or Nominee to agree that Custody Assets will not be subject to any right, charge, security interest, lien or claim of any kind in favour of the Agent or Nominee, except to the extent of custody fees.
- 33.2 I acknowledge that where Citibank will hold Custody Assets with an Agent or Nominee as set out above in Clause 33.1, to the extent applicable, I will be subject to the terms and conditions of the Agent or Nominee.
- 33.3 Citibank may deposit or procure the deposit of Custody Assets with any Clearance System as required by Applicable Laws and Regulator Expectations or best market practice. Citibank has no responsibility for selection or appointment of, or for performance by, any Clearance System or market infrastructure. Citibank shall have no responsibility or liability for any act(s), omission(s), insolvency or Default of the Clearance System.
- 32.3 花旗銀行有權將其所收到之受保管資產視為可互換的或隨時分配特定受保管資產予本人，該任何處理或分配對本人具約束力。若保管是基於不可分配之基礎上持有，同類的受保管資產將被匯集，花旗銀行為所有相關賬戶持有人持有該匯集之受保管資產而各該持有人將於各相關受保管資產匯集組別擁有按比例的實益所有權或份額(按之後交易增加或減少)。在此情況下，本人明白個人客戶的所有權可能無法透過個別證明書或其他具體的所有權文件、記錄冊上的記錄或相等的電子記錄作識別。花旗銀行將維持記錄本人於以此方式 混合的受保管資產中的權益。
- 32.4 花旗銀行並無職責或責任向本人歸還序號與銀行獲交付或其所接受的證券的序號相同的受保管資產，只要所歸還的受保管資產與花旗銀行所接受的類別、面值及票面金額相同和享有同等權益，但受可能曾進行的任何資本重組或以股換股的規限。花旗銀行並無責任告知本人其代本人的賬戶保管的證券的序號。
- 32.5 人茲此要求並委任花旗銀行或其代理或代名人為本人的受託代表人，簽立及履行花旗銀行認為對接受將受保管資產轉讓予花旗銀行或其代名人之義務或再將受保管資產轉讓予本人或按本人指示再轉讓受保管資產所必須之該等文件及行為。本人承諾採取一切必要的步驟，讓花旗銀行或其代理或代名人獲得權限行事。
- 32.6 花旗銀行可就按本合約書提供的保管服務收取費用及徵收其他收費，其金額可不時通知本人。花旗銀行亦可將花旗銀行轉授提供保管服務的其代理、次保管人及代名人收取的費用及其他收費轉嫁給本人，其金額可不時通知本人。
- 32.7 就以開立賬的司法管轄區之貨幣以外的貨幣計算的受保管資產在保管賬戶內作安全保管，本人同意及授權花旗銀行將該等受保管資產存入開立賬的司法管轄區以外的保管人的保管賬戶，而該保管人按開立及維持該賬戶的國家或地區獲授予特許、註冊、或授權以保管人身份行事。
- 32.8 花旗銀行或其代理以保管人身份持有的任何受保管資產須受限於條款所列之花旗銀行的押記權、留置權及抵銷權，亦可能受限於花旗銀行在花旗銀行與本人之間的任何其他協議下的其他類似權利或抵押權利，而其亦規管花旗銀行可將作為抵押品持有的受保管資產變現的情況，以滿足本人對花旗銀行的債項。本人同意及確認任何代名人、次保管人或任何其代理或花旗銀行的代理亦可對其持有的吾等的任何財產申索權利、押記、抵押權利、留置或任何種類的申索。
- 33. 證券託管人及次保管人**
- 33.1 在合理的切實可行範圍內，花旗銀行將由其代理或代名人在只用以持有花旗銀行代其客戶持有資產的賬戶持有受保管資產，而本人確認及同意本人的受保管資產可能會與屬於花旗銀行的其他客戶的受保管資產匯集。花旗銀行將指示每位代理及代名人在其簿冊上指明受保管資產為代花旗銀行以保管人身份代其客戶持有。花旗銀行將要求代理或代名人協議，受保管資產將不會被加設任何以代理或代名人為受益人的任何種類的權利、押記、擔保權益、留置權或申索，徵收保管費用則除外。
- 33.2 本人確認如花旗銀行如上述第33.1條所述將由其代理或代名人持有證券，在適用的範圍內，本人將受限於代理或代名人的條款及細則。
- 33.3 花旗銀行可按適用法律及監管當局的期望或最佳市場慣例，向任何結算系統繳存或促使繳存受保管資產。花旗銀行就選擇或委任任何結算系統或市場基礎設施或其等表現並無任何責任。花旗銀行對結算系統的任何作為、不作為、無力償債或違責均不負任何責任。

34 Transactions requiring Instructions

- 34.1 Citibank may, subject to any security rights or interests that it may have in respect thereof, carry out the following transactions in relation to the Custody Assets upon receipt of specific Instructions given by me or my Authorised Signatory:
- 34.1.1 Citibank will deliver the Custody Assets sold by me and if my Instruction requires delivery to be made only against payment, then Citibank may accept in settlement of the sale proceeds and any related charges personal cheques or such other method of payment and all costs and expenses incurred by Citibank in collecting or enforcing payment under any such cheques or payment method shall be for my account.
- 34.1.2 Citibank will make payment for and receive the Custody Assets purchased by me in accordance with the prevailing market practice.
- 34.1.3 Subject to Clause 38, Citibank may deal with rights, warrants and other similar Custody Assets received by it in connection with the Custody Assets in the manner and to the extent specified in the Instruction.
- 34.1.4 Except as otherwise expressly provided herein, Citibank will not deliver or otherwise dispose of the Custody Assets except to me or pursuant to the Instruction received by Citibank.

35 Transactions not requiring Instructions

- 35.1 Citibank shall be entitled to carry out the following transactions relating to the Custody Assets without seeking Instructions from me:
- 35.1.1 Citibank may, in relation to Custody Assets, take any action as Citibank shall think fit, including signing any certificates for the Custody Assets as required by any tax or other authority on tax or ownership or which may be required to obtain payment in respect of the Custody Assets held in an Account or for any other purpose, execution of any declarations or certificates of ownership or other documents, or splitting of the Custody Assets into marketable lots to enable delivery of Custody Assets and share certificates.
- 35.1.2 Citibank will use reasonable endeavours to collect and receive all dividends, interest, income and other payments and distributions in respect of the Custody Assets, and credit the same to the Account.
- 35.1.3 Citibank will use reasonable endeavours to receive and hold any capital paid in relation to the Custody Assets whether as a result of their being called or redeemed or otherwise becoming payable (other than at the option of the holder thereof), and will credit the same to the Account.
- 35.1.4 Citibank will receive and hold all distributions on the Custody Assets as a result of a stock dividend, share subdivision or reorganisation, capitalisation of reserves or otherwise, and credit the same to the Account.
- 35.1.5 Citibank will exchange Custody Assets where the exchange is purely ministerial (including the exchange of interim receipts or temporary Custody Assets for definitive certificates or Securities). Such exchange will include an exchange of Custody Assets for other Custody Assets in connection with any reorganisation, recapitalisation, splitting of shares, change of par value, conversion or other similar activity.
- 35.1.6 Citibank may surrender any of the Custody Assets against receipt of monies payable at maturity or on redemption if called prior to maturity or against other Custody Assets delivered upon any exchange of Custody Assets.
- 35.1.7 Citibank may provide the issuer of Custody Assets, any relevant authority or corporation acting as an agent of the issuer of Custody Assets, a depository for Custody Assets or registrar located in any jurisdiction any information in connection with the Terms and the Custody Assets, including personal particulars of the beneficial owner or owners and such other particulars and documentation relating to me, the beneficial owner or owners and the

34. 需要指示之交易

- 34.1 受限於對受保管資產擁有之任何擔保權利及權益的情況下，花旗銀行可在收到本人或本人的授權簽署人所給予之指示，進行下列與受保管資產有關之交易：
- 34.1.1 花旗銀行將交付本人所出售之受保管資產，且若本人指示要求只在付款時交付，則花旗銀行可按其酌情權接受個人支票或該其他付款方法以結算出售之收益及任何相關費用，而花旗銀行依照任何該支票或付款方法所接收或執行付款而招致的所有費用及開支是由本人承擔。
- 34.1.2 花旗銀行將依照現行市場慣例支付並接收本人購買之受保管資產。
- 34.1.3 在第38條的規限下，花旗銀行按其酌情權以指示特定的方式及範圍內處理其收取與受保管資產有關之權利、權益及其他類似受保管資產。
- 34.1.4 除非本文內另行明文規定，花旗銀行將不會交付或處置受保管資產，惟向本人交付或依據花旗銀行收到之指示辦理則除外。

35. 不需指示之交易

- 35.1 花旗銀行有權不須尋求本人指示進行下列與受保管資產有關之交易：
- 35.1.1 花旗銀行可，就受保管資產而言，採取其認為合適的任何行動，包括按任何稅務或其他稅務或擁有權的機關的規定或獲取與賬戶中持有的受保管資產有關的款項或為任何其他目的，為受保管資產簽署任何證明書、簽立任何擁有權聲明或證明書或其他文件、或為交付證券及股票將受保管資產分拆為可出售的份額。
- 35.1.2 花旗銀行將盡其合理的努力收集及接收所有有關受保管資產的股息、利息、收入及其他付款及分派，並將之存入賬戶。
- 35.1.3 花旗銀行將盡其合理的努力接收及持有任何就受保管資產而獲支付之資本，不論是受保管資產收回或贖回或變成須予支付(但由其持有人作選擇則除外)，並將之存入賬戶。
- 35.1.4 花旗銀行將接收並持有因股票股息、股票分拆或重組、儲備資本化或其他情況而產生之受保管資產的所有分派，並將之存入賬戶。
- 35.1.5 倘純屬行政上的交換(包括將中期收到的款項或臨時的受保管資產交換為正式證書或證券)，花旗銀行將交換受保管資產。該交換將包括與任何重組、資本重定、股份分拆、票面值的更改、兌換或其他相關活動有關的證券與其他證券之交換。
- 35.1.6 花旗銀行可在到期時或若在到期前被收回則在贖回時所收到的應支付款項，或在任何交換受保管資產時獲交付其他受保管資產，而交出任何受保管資產。
- 35.1.7 花旗銀行可向受保管資產發行人、以受保管資產發行人的代理人身份行事的任何相關機關或公司、受保管資產的存管處或在任何司法管轄區的過戶登記處，據花旗銀行或其法律顧問認為適用法律及監管當局的期望所規定或受保管資產發行人或任何規管組織或以存管處或過戶登記處身份行事的該機關或公司的要求，提供任何與條款及證券有關的資料，包括實益擁有人的個人資料及與本人、實益擁有人有關的其他詳細資料及文件及受保管資產。

Custody Assets as may in the opinion of Citibank or its legal advisers be required by Applicable Laws and Regulator Expectations or requested by the issuer of Custody Assets or any regulatory organisation or by such authority or corporation acting as depository or registrar.

36 Delivery of Information and Documents

Without prejudice to any security rights or interests which Citibank may have over the Custody Assets, Citibank's obligations in respect of such Custody Assets shall be those of a custodian. I agree that Citibank and its Nominees shall not be required to notify me of any communication received from the issuer of any Custody Assets or the sub-custodian or any other third party in respect of such Custody Assets and Citibank and its Nominees shall not be required to attend any meeting of holders of Custody Assets, or vote or exercise any rights conferred, or perform any obligations imposed by reason of holding such Custody Assets (including, for the avoidance of doubt, any obligation for the holder of such Custody Assets to make any declaration which may be required by local market regulations). In particular, Citibank and its Nominees shall not exercise for their own benefit any rights conferred upon them by reason of holding the Custody Assets, including voting rights and the receipt of dividends, bonuses and other forms of receipt or distribution, and unless otherwise agreed with Citibank or instructed by me, Citibank and its Nominees shall not exercise any voting rights over the Custody Assets in the Account.

37 Right to Take Action

Subject to and without prejudice to Clause 36, I authorise Citibank, at its discretion, to take any action, exercise any rights or satisfy any liabilities arising in respect of the Custody Assets as may seem to it advisable or expedient (including paying from an Account any and all taxes and levies in the nature of taxes imposed on the Custody Assets in the Account by any governmental authority, and to execute any declarations, affidavits, or certificates of ownership which may be necessary in connection therewith, to take such steps which, in Citibank's discretion, may be reasonably necessary to secure or otherwise prevent the loss of rights attached to or otherwise relating to the Custody Assets held in the Account) and agree and consent to all such acts. For the avoidance of doubt, I irrevocably authorise Citibank to debit any Account with any fees, costs or expenses which may be incurred in reversing any transaction relating to the Custody Assets, whether or not such reversal is made as a result of my Instructions.

37A Payment of Dividends, Interest, Income and Other Payments and Distributions in respect of any Custody Assets

Where Citibank, at its sole discretion, credits any dividends, interest, income and other payments and distributions in respect of any Custody Assets ("Income") to my/our Account prior to actual receipt by Citibank of such Income from the relevant parties such as the issuer of the Custody Assets or paying agent, I/we agree that Citibank may reverse the payment of the whole or any part of the Income (including any interest accrued thereon) if it is subsequently determined by Citibank that the Income has been overstated or understated at the time of credit to my/our Account, or if payment of the Income is not subsequently honoured in full by the relevant parties such as the issuer of the Custody Assets or any paying agent. Citibank may reverse such payments and/or debit my/our Account with immediate effect notwithstanding that such reversal or debit will result in an overdraft on my/our Account. Where possible, Citibank will use reasonable endeavours to give me/us prior notice of any such reversal or debit. I/We agree that the relevant parties such as the issuer of the Custody Assets or any paying agent. On notification of a reversal, I/we must ensure that there are sufficient funds in the Account to meet the debit of funds.

38 Limitations on Citibank's Responsibilities

- 38.1 Citibank is responsible for the performance of only those of its duties as are expressly set forth herein, including the performance of any Instruction given in accordance with the Terms. Citibank shall have no implied duties or obligations.
- 38.2 Except as provided herein and subject to Applicable Laws, Citibank is not responsible for the acts, omissions, Defaults or insolvency of any third party, including any Agent, Nominee, broker, counterparty or issuer of Custody Assets.

36. 交付資料及文件

在不損害花旗銀行在受保管資產中的任何擔保權利或利益的原則下，花旗銀行就該受保管資產的義務僅為保管人的義務。本人同意，花旗銀行及其代名人無需通知本人任何受保管資產發行人或分保管人或其他任何第三方就該受保管資產所收到的任何通信，或出席任何受保管資產持有人的會議，或投票或行使因持有證券而賦予的任何權利，或履行因持有受保管資產而負有的義務（包括，為免生疑問，當地市場法規要求受保管資產持有人作出任何聲明的義務）。特別是，花旗銀行及其代名人不可為其自己的利益而行使其因持有受保管資產而賦予的權利（包括投票權、收取股息、紅利及其他形式的收取或利益分發），及除非與花旗銀行另有約定或得本人指示，花旗銀行及其代名人不得就賬戶中的受保管資產行使任何投票權。

37. 採取行動之權利

在受制於及不損害第36條的原則下，本人授權花旗銀行以其酌情權，在其認為可取或合宜的情況下，採取任何行動，行使任何權利或償還有關受保管資產所產生的任何債務（包括由賬戶支付任何及所有由任何政府機關向賬戶中的受保管資產所徵收的稅和稅收性質的徵費，及在有必要的情况下，簽署任何聲明、誓章或所有權證書，及在花旗銀行以其酌情權，認為有合理必要以其他方式保障或阻止本人損失連接或有關賬戶中的受保管資產的權利時，採取相對措施，及同意並批准所有此類行為。為免生疑問，本人不可撤銷地授權花旗銀行為撤銷有關該受保管資產的任何交易而招致的任何費用、成本或支出，借記任何賬戶（不論該撤銷是否因本人所發出的指示而作出的）。

37A 支付任何受保管資產的股息、利息、收入及其他付款和分派

在花旗銀行實際收到有關人士（例如受保管資產發行人或付款代理人）就任何受保管資產所支付的股息、利息、收入及其他付款和分派（“收入”）前，以其全權酌情權決定將任何收入存入本人／吾等的賬戶時，本人／吾等同意如果花旗銀行隨後確定收入在存入本人／吾等的賬戶時被高估或低估，或有關人士（例如受保管資產發行人或任何付款代理人）未完全兌現收入的付款，花旗銀行可推翻全部或部分收入的付款（包括任何應計利息）。花旗銀行可立即推翻此類付款和／或於本人／吾等的賬戶進行扣款，儘管此類推翻或扣款將導致本人／吾等的賬戶透支。在可能的情况下，花旗銀行將盡合理努力事先通知本人／吾等任何此類推翻或扣款。本人／吾等同意本人／吾等須應要求立即向花旗銀行償還任何在存入本人／吾等的賬戶時被高估的收入，或者隨後未被有關人士（例如受保管資產發行人或任何付款代理人）完全兌現的收入。在收到推翻通知時，本人／吾等須確保賬戶中有足夠的資金以應付資金扣款。

38. 花旗銀行的責任限制

- 38.1 花旗銀行只有責任履行本文內明文列明屬其的責任，包括履行根據條款發出的任何指示。花旗銀行並沒有隱含職責或責任。
- 38.2 除本文規定及受限於適用法律外，花旗銀行無須就任何第三方，包括任何代理、代名人、經紀、交易對手或受保管資產發行人的作為、不作為、違責或無力償債而負責。

38.3 I understand and agree that Citibank's performance of its duties and obligations is subject to the relevant local Applicable Laws and Regulator Expectations, and the rules, operating procedures and practices of any relevant stock exchange, Clearance System or market where or through which Instructions are to be carried out and to which each of Citibank, its Nominees and Agents is subject and as exist in the country in which any Custody Assets are held.

38.4 Citibank is not acting under this Section III as an investment manager, nor as an investment, legal or tax adviser to me, and Citibank's duty is solely to act as a custodian in accordance with the Terms.

38.5 Citibank is not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided under any term of this Section III not prepared by Citibank, including the accuracy or completeness of any translation provided by Citibank with regard to such forwarded communication.

39 Lost, Forged or Fraudulent Custody Assets

39.1 Citibank does not warrant or guarantee the form, authenticity, value or validity of any Custody Assets received by it. When accepting Custody Assets for an Account, Citibank shall not be under any obligation to ensure that such Custody Assets are not forged or fraudulent and can be freely transferred or delivered without encumbrance in any relevant market and will not be responsible for any Losses suffered by me if any such Custody Assets is subsequently proved to be forged or fraudulent or cannot be freely transferred as aforesaid.

39.2 Citibank will notify me in the event (after it becomes aware of such event) that any Custody Assets are lost, stolen, or destroyed, if any of the Custody Assets prove to be forged, fraudulent or invalid, if the issuer thereof is nationalised or such Custody Assets are expropriated or seized by or pursuant to the authority of any government or governmental authority (including any court or tribunal), or if for any reason such Custody Assets cannot be freely transferred or delivered without encumbrance in any relevant market.

40 Responsibility for Insurance

Citibank shall not be responsible for insuring any Custody Assets except where I so request and Citibank so agrees, and the cost of any such insurance shall be borne by me.

41 Responsibility for Taxation

41.1 Citibank shall not be responsible or liable for any deductions (by way of taxation or otherwise) from any funds received by Citibank as dividend, interest or proceeds of sale of the Custody Assets.

41.2 For the avoidance of doubt, I shall be solely responsible for all fi tax returns and reports on any transactions holdings in respect of the Custody Assets or relating to the Custody Assets as may be required by any relevant authority, whether governmental or otherwise. Upon Citibank's request, I shall promptly provide Citibank with any and all documentation necessary for the proper tax treatment in respect of all Custody Assets.

IV. INVESTMENT SERVICES OF CITIBANK, N.A.

42 Investment Services

42.1 I may, from time to time, request Citibank to invest funds in an Account or to make investments for my account in such type of investments which may include Securities, precious metals, derivatives, deposits or foreign currencies all as may be agreed by Citibank and upon execution of all relevant documentation and upon deposit by me of the required minimum sum and provision of any Acceptable Collateral to Citibank (if so required by Citibank).

42.2 All financial settlements resulting from dealings of the Investments shall be settled in and all interest, dividend, other payments, proceeds and distributions arising in respect of the Investments shall be paid into an Account upon Citibank's receipt thereof and, where applicable, after taking into account any foreign exchange transaction or necessary withholding or deduction for the purpose of withholding tax, stamp duty, commissions or fees, and any applicable taxes, and under Clause 11.4.1.

38.3 本人明白及同意花旗銀行對其職責及責任的履行是受限於相關的當地適 用法律及監管當局的期望，及指示在當中或經之執行的及各花旗銀行、其代名人及代理均受之限制並且存在於任何受保管資產被持有的所在國的任何 相關交易所、結算系統或市場的規則、運作程序及慣例。

38.4 花旗銀行在本部份III下並非以投資管理人的身份行事，亦並非本人的投 資、法律或稅務顧問，及花旗銀行的責任只限於根據條款以保管人的身 份行事。

38.5 花旗銀行無須就按本部份III的任何條款提供，而非由花旗銀行擬備的任何 通知、通告、報告、公佈或其他資料的形式、準確性或內容(包括花旗銀 行就該等轉寄通訊所提供的任何翻譯的準確性或完整性)負責。

39. 損失、偽造或欺詐性受保管資產

39.1 花旗銀行並不保證或擔保其所接收的任何受保管資產的形式、真實性、價值或有效性。在為賬戶接受受保管資產的時候，花旗銀行並無任何責任確定該等證券並非偽造或欺詐及可以在任何相關市場自由轉移或交付而沒有產權負擔，及若任何該等受保管資產隨後被證明為偽造或欺詐或不可如前述般自由轉移，花旗銀行亦不會就本人所蒙受的任何損失負任何責任。

39.2 花旗銀行將在(其知悉後)任何受保管資產遭遺失、盜竊、或損毀、若任何受保管資產被證明為偽造、欺詐或無效，若受保管資產發行人被國有化或該等受保管資產被任何政府或政府機關(包括任何法院或審裁處)的權力或據之沒收或扣押，或若該等受保管資產因任何理由不能在沒有產權負擔的情況下於任何相關市場自由轉 移或交付時，通知本人。

40. 保險責任

除非本人要求且花旗銀行同意，否則花旗銀行不必為任何受保管資產投保，及任何該等保險費用將由本人承擔。

41. 稅務責任

41.1 花旗銀行不須為任何其所收到的資金，如股息、利息及受保管資產出售收益之扣減(以稅務或其他方式)負責。

41.2 為免生疑問，本人就任何相關機關(不論是否政府機關)所規定的受保管資產或與受保管資產有關的任何交易的持有的所有提交、報稅表及報告須獨自負責。在花旗銀行的要求下，本人應即時向花旗銀行提供就所有受保管資產而言，妥善的稅務處理所必須的任何及所有文件。

IV. 花旗銀行的投資服務

42. 投資服務

42.1 本人可不時請求花旗銀行，在本人簽立所有相關文件及向花旗銀行繳存所規定的最低金額及提供任何可接納抵押品(如花旗銀行有此規定)後，以賬戶中的資金投資於或代本人投資於花旗銀行同意的投資種類，包括證券、貴重金屬、衍生性金融商品、存款或外幣。

42.2 進行投資交易所帶來的所有財務交收須在賬戶中結算及所有因投資而產生的所有利息、股息、其他款項、收益及分派均在花旗銀行收妥並(如適用)將任何外匯交易或就預扣稅、印花稅、佣金或費用而作必要的預扣或扣減及任何適用稅項及第11.4.1條計算在內後存入賬戶。

- 42.3 I agree that none of the Citigroup Companies shall be liable to me or any persons for non-delivery of the Investments for whatever reasons and I shall bear all the risks arising therefrom, unless such non-delivery results directly and solely from Citibank's fraud or wilful misconduct.
- 42.3 本人同意所有花旗集團公司均無須就因任何理由不交付投資而對本人或任何人士負責，且本人須承擔因之而產生的所有風險，除非該不交付純粹由花旗銀行的欺詐或故意的不當行為直接造成。
- 42.4 In carrying out the Investment Services, Citibank is authorised to exercise the following powers and act either by itself or through Nominees or Agents in its discretion without prior reference or notice to me:
- 42.4 在進行投資服務時，花旗銀行獲授權行使以下權力，並按其酌情權由其或透過代名人或代理行事，而無須事先請示或通知本人：
- 42.4.1 to conduct all dealings functions hereunder so as to comply with all Applicable Laws and Regulator Expectations, including the constitution, rules, regulations and by-laws of any stock exchanges, clearing houses, securities trading or central depository systems or regulatory authorities which are now, or hereafter become, applicable to and binding upon Citibank, its Nominees or Agents in the location or market where any such dealing is executed. I hereby agree and acknowledge that each transaction undertaken for me under the Terms shall be subject to the rules, regulations, by-laws, customs and usages of the place of transaction, exchange market and clearing house and all Applicable Laws and Regulator Expectations;
- 42.4.1 履行在此下的所有交易職能以遵從所有適用法律及監管當局的期望，包括在任何該等交易執行之地方或市場上任何證券交易所、結算所、證券買賣或中央存管系統或監管機關的現時或此後適用於並對花旗銀行、其代名人或代理具約束力的組織章程、規則、規例及則例。本人茲此同意及確認在條款下為本人進行的每項交易均受限於交易地、交易市場及結算所的規則、規例、則例、慣例及習慣與及全部適用法律及監管當局的期望；
- 42.4.2 to comply with the provisions of any Applicable Laws and Regulator Expectations, now or hereafter in force which impose or purport to impose on a holder of any of the Investments a duty to take or refrain from taking any action in connection with any such Investments or with any payment, distribution or monies payable in respect of any of Investments;
- 42.4.2 遵從對任何投資的持有人加諸或宣稱加諸採取或避免採取與任何該等投資或與任何投資有關的任何付款、分派或須支付款項的行動之責任的任何適用法律及監管當局的期望的條文(現時或此後有效)；
- 42.4.3 to utilise the services of any Agent of Citibank's choice;
- 42.4.3 採用花旗銀行選擇的任何代理的服務；
- 42.4.4 where monies are payable in respect of any of the Investments in more than one currency, to collect them in such currency as may be permissible by law and as Citibank may in its discretion determine;
- 42.4.4 若任何投資而須支付的款項以多於一種貨幣為單位，以法律所准許及花旗銀行按其酌情權決定的該貨幣收取；
- 42.4.5 where monies are payable in respect of any of the Investments in a currency other than the currency of the Account, to carry out any foreign exchange transaction at Citibank's or, as the case may be, the Agents' prevailing rates to convert the currency of the Account to such foreign currency payable in respect of such Investments and to make any necessary withholding or deduction as may be required by Applicable Laws and Regulator Expectations and/or under Clause 11.4.1. I shall bear any costs, expenses or fees incurred in respect of such conversion;
- 42.4.5 若任何投資而須支付的款項以賬戶貨幣以外的貨幣為單位，按花旗銀行或(視乎情況而定)代理的當時的匯率進行任何外匯交易，將賬戶貨幣兌換成該等投資所須支付的該外幣，並作出適用法律及監管當局的期望及/或第11.4.1條下所規定的任何必要的預扣或扣減。本人須負責就該兌換而招致的任何費用、開支或收費；
- 42.4.6 to charge me a gross commission (including any commission charged by an Agent) for any of the above Services;
- 42.4.6 就任何上述服務向本人徵收總佣金(包括代理徵取的任何佣金)；
- 42.4.7 in the case of scripless Securities, to effect the purchase or sale or transfer of such Securities through my account or sub-account maintained with any Clearance System set up for the purpose of scripless trading;
- 42.4.7 在無紙化證券的情況下，透過本人在為無紙化交易而設立的任何結算系統維持的賬戶或分賬戶完成該等證券的買賣或轉移；
- 42.4.8 where any jurisdiction restricts foreign ownership of Securities or other Investments, Citibank shall have no duty to ascertain the nationality of the owner of the Securities or other Investments or whether Securities or other Investments deposited or received by me are approved for foreign or local ownership;
- 42.4.8 在任何限制外資擁有證券或其他投資的司法管轄區，花旗銀行並無責任確定證券或其他投資擁有人的國籍或由本人所繳存或所接收的證券或其他投資是否已獲批准外資或本地擁有；
- 42.4.9 to set different daily transaction limits for different types of Investments as Citibank deems appropriate without prior notification to me. I undertake to comply with any such transaction limits set by Citibank and any trading restrictions or position limits under Applicable Laws and Regulator Expectations, including those imposed by any relevant exchange or market or clearing house, and irrespective of whether I trade through one or more banks or brokers. If any trading restriction or position limit is exceeded, Citibank is authorised to disclose my identity and my positions, and/or liquidate any of my positions, if Citibank is requested to do so by any regulatory authority, exchange, market or clearing house without any liability to Citibank; and
- 42.4.9 就不同種類的投資設定按花旗銀行認為合適的不同的每日交易限額，而無須事先通知本人。本人承諾遵從花旗銀行所設定的任何該等投資限額及適用法律及監管當局的期望下的任何交易限制或倉盤限額，包括任何相關交易所或市場或結算所施加的，亦不論本人透過一間或多間銀行或一位或多位經紀人進行交易。如超逾任何交易限制或倉盤限額，在任何監管機關、交易所、市場或結算所要求下，花旗銀行獲授權透露本人的身份及本人的倉盤，及/或清算本人的任何倉盤，而無須就此負上任何責任；及

- 42.4.10 to sell fractional shares or to buy fractional shares to round up to a full share.
- 42.5 It is expressly agreed that Citibank shall not be obliged to carry out any of my Instructions in the event that Citibank is carrying out some other transaction with respect to the Investments pursuant to its powers under the Terms.
- 42.6 In addition, Citibank and/or the Nominees may combine orders with its/their own orders, orders of associated companies and persons connected with it/ them and orders of other clients. I accept that combining orders with those of others may result in Citibank being able to obtain on some occasions a more favourable price, and on others a less favourable price, than if such orders had been executed separately.
- 42.7 When I purchase or deal in any Investments, I represent and warrant to Citibank that I am not subject to, and am not acting on behalf of any person who is subject to, any prohibition against, the purchase or dealing in any such Investments. I will also not request purchases, subscriptions or dealings in Investments unless eligible to do so under Singapore laws or Hong Kong laws (as the case may be), or under the laws of the jurisdiction where I am domiciled, incorporated or otherwise registered or established or the issuer is formed or such Investments are registered.
- 42.8 Citibank may at any time require that I furnish Collateral in respect of any Investment which I may wish to enter and I shall forthwith furnish such Acceptable Collateral to Citibank and within the timeframe prescribed by Citibank.
- 43 Investment Orders or Instructions**
- 43.1 I agree that in carrying out my Instructions to effect foreign exchange or any purchase or sale of any Security or other Investment, Citibank or any Citigroup Company may act as principal, agent or broker in the transaction.
- 43.2 Unless Citibank agrees otherwise, Citibank will effect orders for the acquisition of Investments (on my behalf or on my Instructions or otherwise) only if I have sufficient funds in the Account, or I have otherwise arranged in advance to make sufficient funds available, for such acquisition and related costs, expenses and amounts. Where I have placed several orders or Instructions and there are insufficient monies or available credit facilities from Citibank to meet the resulting obligations, Citibank may in its discretion decide which of the orders or Instructions will be executed, irrespective of the order in which, or dates on which, Citibank received them. Citibank will only effect orders for the disposal of Investments if such Investments are in the Account free of all liens and encumbrances whatsoever. On receipt of any Instruction to sell Investments, Citibank shall be entitled to debit the relevant Account with the relevant Investments on or (at Citibank's discretion) at any time before completion of the said sale. I acknowledge that I shall not be entitled to withdraw or in any way deal with all or any part of such Investments until completion of the said sale. The agreement of Citibank to enter into any transaction for an Account is subject to my giving any warranties and indemnities requested by Citibank in relation to such transactions. If there is any shortfall of funds, Citibank reserves the right to sell or liquidate the Investments which I had contracted to buy at such price and in such quantities as Citibank may think fit and recover from me any Losses suffered or incurred by Citibank without any prejudice to any other right which Citibank may have against me. In the event that I do not own sufficient Investments which I have contracted to sell, Citibank reserves the right to buy-in the Investments and/or to recover the costs of such purchase, losses and penalty charges, if any, from me.
- 43.3 Unless Citibank agrees otherwise, any Instruction for any transaction shall only be accepted if it is for execution on the day of Instruction and if it is received before such cut-off time as Citibank may from time to time prescribe. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it shall be deemed to lapse at the relevant cut-off time on the expiry of the trading date specified in any such Instruction or if such trading date is not specified, the date on which the Instruction is received. Any Instruction for any transaction for execution on the date of the Instruction must also be received before any relevant cut-off time in respect of any relevant exchange or market, as determined by Citibank. All other Instructions shall be given so as to allow Citibank sufficient time within which to comply with such Instructions. Citibank may at its discretion cancel open orders that have not been executed before the end of the third month following the date of their receipt by Citibank.

42.4.10 出售或買入零碎股份以調整至完整份額。

- 42.5 明文同意如花旗銀行按照其在條款下的權力就投資進行某些其他交易，花旗銀行並無責任執行本人的任何指示。
- 42.6 此外，花旗銀行及/或代名人可將指令與其/其等本身的指令、與其/其等有關連的相聯公司及人士的指令及其他客戶的指令合併。本人同意指令與其他指示合併可引致花旗銀行在某些情況下較執行各別指令獲得更佳價格，及在其他情況下較執行各別指令獲得較差價格。
- 42.7 當本人購買或買賣任何投資，本人向花旗銀行陳述及保證本人並不遭受任何禁止購買或買賣任何該等投資，亦並非代表任何遭受禁止的人士行事。除非本人在新加坡法律或香港法律(視乎情況而定)下或在本人的居籍、成立或註冊或設立所在的司法管轄區或發行人成立或該等投資註冊所在的司法管轄區的法律下符合資格購買、認購或買賣投資，否則本人將不會要求購買、認購或買賣投資。
- 42.8 花旗銀行可隨時要求本人就本人欲訂立的任何投資提供抵押品，而本人須立即在花旗銀行訂明的期限內，向花旗銀行提供該等可接納抵押品。
- 43. 投資指令或指示**
- 43.1 本人同意在執行本人指示而進行外幣交易或任何證券或其他投資的任何買賣時，花旗銀行或任何花旗集團公司可以主事人、代理人或經紀人之身份進行交易。
- 43.2 除非花旗銀行另行同意，否則花旗銀行只會在本人就收購投資及相關費用、開支及款項而於賬戶備有充足資金或本人另行事先安排預備充足資金的情況下，方執行收購投資的指令(代表本人或按本人的指示或其他情況)。如本人已發出多項指令或指示而花旗銀行又未備有充足款項或提供可備用信貸以履行因此而出現的責任，花旗銀行可按其酌情權決定執行那一項指令或指示，不論花旗銀行收到指令或指示的次序或日期。只有當該等投資在賬戶中不附帶任何留置權及產權負擔，花旗銀行方會執行處理投資的指令。在收到任何出售投資的指示時，花旗銀行有權在該出售完成之時或(按花旗銀行的酌情權)之前的任何時候從相關賬戶中扣除有關投資。本人確認本人無權提取或以任何方式處理該等投資的全部或其任何部份，直至該出售完成為止。本人須作出花旗銀行就為賬戶訂立的任何交易而要求的任何保證及彌償，花旗銀行方同意訂立該等交易。如資金出現任何短欠，花旗銀行保留權利按花旗銀行認為合適的價格及數量出售或清算本人已訂約購買的投資，及向本人追討花旗銀行所蒙受或招致的任何損失，而無損於花旗銀行對本人的任何其他權利。如本人並不擁有充足的本人已訂約出售的投資，花旗銀行保留權利買入投資及/或向本人追討該購買的費用、損失及罰款(如有)。
- 43.3 除非花旗銀行另行協議，否則只有在發出指示當日執行並在花旗銀行不時訂明的截止時間前收到的任何交易的任何指示方獲接受。若該指示因任何理由未獲執行(或在部份執行指示的情況下，任何該指示的任何未執行部份)，應被視為在任何該指示所訂明的交易日的相關截止時間屆滿時失效(或若未有訂明交易日，則為指示收到當日)。在指示發出當日執行任何交易的指示必須在花旗銀行就任何相關交易所或市場所決定的相關截止時間前收到。所有其他指示應如此發出以讓花旗銀行可在充足時間內遵從該等指示。花旗銀行可按其酌情權取消花旗銀行在收到後翌日起計的第三個月結束前尚未執行的未完成指示。

- 43.4 Citibank shall act on Instructions as soon as reasonably possible but shall not be liable for any Losses suffered by me (including any loss, damage or expense suffered or incurred as a result of any change in the price of any Investments or other assets between the time of giving or receipt of any Instruction to or by Citibank and the time at which such Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion of or failure or inability to act on any Instruction for whatever reason (including any failure or error of any computer or electronic system or equipment).
- 43.5 Unless disclosed in the Application Form (or in such other manner acceptable to Citibank) that I am acting as agent and I provide full details of my principal(s) as required by Citibank, I shall be deemed to be acting as principal for all purposes in my dealings with Citibank. For the avoidance of doubt, Citibank will continue to treat me as its customer for all purposes and in relation to all obligations, and I will be liable as such. This applies even if I am acting as agent on behalf of a person (and have notified Citibank of such principal). Citibank shall have no responsibility in relation to my compliance with any Applicable Laws and Regulator Expectations and regulations governing my conduct as a fiduciary to my principal (if applicable).
- 43.6 I agree that:
- 43.6.1 Citibank may execute any order received from me in a series of transactions over a period of time and report to me an average price for the transactions in the series instead of the actual price for each transaction; and
- 43.6.2 if I choose to withdraw any order before execution is completed (and notwithstanding that Citibank did not inform me that my order has been partially executed), I shall remain liable for all trades which were done for the Account until Citibank accepts my withdrawal.
- 43.7 Citibank will (unless it notifies me otherwise) act as my agent in entering into transactions and I will therefore be bound by all transactions entered into by Citibank for the Account. Notwithstanding this, I agree that, to the extent permitted under Applicable Laws and Regulator Expectations and unless otherwise agreed in writing between Citibank and me, neither the relationship between me and Citibank as described in the Terms nor any other Service described in this Section IV that Citibank provides to me shall give rise to any fiduciary or equitable duties on Citibank's part.
- 44 No Short Selling**
- I warrant that I will not conduct any short sale transactions through Citibank. All selling instructions from me will be treated by Citibank as long sales only.
- 45 Payment**
- 45.1 The price of any Investment, brokerage commissions, fees, taxes or stamp duty and other charges incurred in connection with the sale or purchase of Investment will be charged against any Account.
- 45.2 If the balance of any Account is insufficient for any payment hereunder, Citibank may at any time debit any other Account(s) and if there still remains a shortfall, Citibank may settle the same from any amount drawn by it on the credit facilities under Clause 64 (subject to the same being made available by Citibank and the Terms thereof as if I had applied for and been granted such facilities). I authorise Citibank to do all or any of the above acts and consent to them.
- 46 Commissions, Soft Commissions and Rebates**
- 46.1 Citibank may transact, purchase or sell any Investment for me at a single price or rate quoted to me, part of which includes Citibank's and the Agents' fees, charges or commissions, payment of which will be deducted from such price or rate.
- 46.2 In addition, subject to Clause 22, Citibank and the Agents shall be entitled and are authorised, without having to make prior or any disclosure to me, to accept for Citibank's or the Agents' sole benefit from any person engaged in the transaction any soft commissions, cash or money rebate, allowance or benefit as part of Citibank's or the Agents' own compensation. However, this will only be done where permitted by and subject to any Applicable Laws in the jurisdiction concerned.

- 43.4 花旗銀行應在合理可能範圍內盡快按照指示行事，但無須就本人因任何原因(包括任何電腦或電子系統或設備的任何故障或失誤)所引致任何延遲執行任何指示或任何部份完成或未能或無法執行任何指示，而蒙受的任何損失(包括因任何投資或其他資產的價格在向花旗銀行發出(或花旗銀行收到)任何指示與該指示被執行之間的一段時間有任何變動而蒙受或招致的任何損失、損害或開支)負責。
- 43.5 除非申請表格(或以該等花旗銀行可接受其他方式)有披露本人是以代理的身分行事，並應要求向花旗銀行提供本人的主事人的詳細資料，本人將就所有目的而言被視為以主事人身分行事。為免生疑問，花旗銀行將就所有目的及所有義務而言繼續視本人為客戶，而本人將承擔該等責任。這即使本人是以代理身分行事(並已通知花旗銀行該主事人)仍然適用。花旗銀行無須就本人作為本人主事人的受信人有否遵守適用法律及監管當局的期望及規例負責(如適用)。
- 43.6 本人同意：
- 43.6.1 花旗銀行可於一段時間內在一連串的交易中執行從本人處收到的任何指令，並向本人報告一連串交易的平均價格，而非每項交易的實際價格；及
- 43.6.2 若本人選擇在完成執行前撤回任何指令(儘管花旗銀行未有通知本人指令經已部份執行)，本人須就所有代賬戶進行的交易負責，直至花旗銀行接受本人的撤回為止。
- 43.7 花旗銀行將(除非其另行通知本人)以本人的代理人身份訂立交易且本人將受花旗銀行代賬戶訂立的所有交易約束。儘管如此，本人同意，在適用法律及監管當局的期望允許的範圍內及除非花旗銀行與本人之間另有書面同意，條款中所述的本人與花旗銀行之間的關係及本部份IV所述的花旗銀行向本人提供的任何其他服務均不會引發花旗銀行的任何受信或衡平法上的責任。
- 44. 不可賣空**
- 本人保證本人不會透過花旗銀行進行任何賣空交易。所有本人的銷售指示將會被花旗銀行視為長倉出售。
- 45. 付款**
- 45.1 任何投資之價格、經紀佣金、費用、稅項或印花稅及其他有關投資之售出或買入所招致之收費，均由任何賬戶支付。
- 45.2 若任何賬戶之結餘不足支付此下的任何付款，花旗銀行可隨時從任何其他賬戶中扣除，若仍有短欠，花旗銀行可依第64條下之信貸內提撥相同款項作抵償(但須受限於花旗銀行所提供之信貸及條款，猶如本人已申請並獲授予該等融資)。本人授權花旗銀行作出上述所有或任何作為並予以同意。
- 46. 佣金、非金錢佣金及回佣**
- 46.1 花旗銀行可代本人以向本人報述的單一價格或費率交易、買入或出售任何投資，當中包括花旗銀行及代理的費用、收費或佣金，付款會從該價格或費率中扣除。
- 46.2 此外，在第22條的規限下，花旗銀行及代理應有權及獲授權為花旗銀行或代理的獨有利益，接受交易涉及的任何人士的任何非金錢佣金、現金或金錢回佣、津貼或利益，作為花旗銀行或代理的補償的一部份，而無須向本人作事先或任何披露。但須符合有關司法管轄區的任何適用法律並獲准許。

V. RISK DISCLOSURE STATEMENTS

Unless specifically stated in the product documentation or otherwise disclosed, securities and other investments or financial instruments purchased for or held in my Account with Citibank are not guaranteed by, nor are they deposits or obligations of, Citigroup Inc., Citibank, N.A. or any of their affiliates, not insured or protected by the United States Federal Deposit Insurance Corporation or any other government or government agency, and are subject to investment risks, including the possible loss of the principal amount invested or as otherwise stated in the product documentation. In addition to the risk disclosures specified in the various product level terms and conditions, the following risk disclosures apply to any relevant activity that may be carried out by me through Citibank.

47 Risk of Securities Trading

47.1 The prices of Securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities.

47.2 In addition, securities regulations and investor protection rules vary with different exchanges. Some may expose investors in Securities listed on those exchanges to high investment risk. In particular, certain exchanges allow companies to list with neither a track record of profitability nor any obligation to forecast future profitability. Such Securities may be very volatile and illiquid and their greater risk profiles mean that trading on such exchanges or in such Securities may be more suited to professional or sophisticated investors. I should seek independent professional advice if I am uncertain of or have not understood any aspect of the nature of the exchange or the risks involved in trading in such Securities. Citibank would also highlight that in respect of “penny shares”, there is a risk of losing money when shares are bought in smaller companies. There is a big difference between the buying price and the selling price of these shares. Hence, in any sale of such shares I understand that I may receive substantially less than the amount I paid for them.

48 Risk of Trading Futures and Options

The risk of loss in trading futures contracts or options is substantial. In some circumstances, I may sustain losses in excess of my initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. I may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my position may be liquidated. I will remain liable for any resulting deficit in the Account. I should therefore study and understand futures contracts and options before I trade and carefully consider whether such trading is suitable in the light of my own financial position and investment objectives. If I trade options, I should inform myself of exercise and expiration procedures and my rights and obligations upon exercise or expiry.

49 Risk of (a) Trading in Leveraged Foreign Exchange Contracts and (b) Using RMB Services

49.1 Trading in Leveraged Foreign Exchange Contracts: The risk of loss in leveraged foreign exchange trading can be substantial. I may sustain losses in excess of my initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. I may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my position may be liquidated. I will remain liable for any resulting deficit in the Account. I should therefore carefully consider whether such trading is suitable in light of my own financial position and investment objectives.

49.2 Using RMB Services:

49.2.1 RMB is subject to substantial exchange rate risk and is currently not freely convertible. Provision of RMB conversion and other services through or by banks in Singapore or Hong Kong or other place(s) (as applicable) is subject to the relevant regulatory, and other policy requirements, exchange rate controls and restrictions applicable to RMB Services. Such requirements, controls or restrictions may be amended or subject to change from time to time, and may adversely affect an applicable exchange rate or make it impractical for me to convert

V. 風險披露聲明

除非在產品文件或其他地方特別指明，為本人在花旗銀行的賬戶購買或持有的證券及其他投資或金融工具並非獲保證亦非Citigroup Inc., 花旗銀行(Citibank, N.A.)或其任何相關人士的存款或義務，亦不受美國聯邦存款保險公司或任何其他政府或政府機構所提供保險或保障，並須承受投資風險，包括投資本金金額的潛在損失或產品文件另外指明的風險。除各種不同級別的產品的條款及細則的風險披露外，以下的風險披露適用於任何由本人透過花旗銀行執行的有關活動。

47. 證券交易的風險

47.1 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

47.2 此外，不同的交易所施行不同的證券規例及投資者保障規則。有些可能會令在該等交易所上市的證券的投資者冒受高投資風險。尤其是該等容許欠缺具備盈利往績或無需預測未來盈利能力的公司上市交易所。該等證券可能非常波動及流通性很低，且其較高風險性質意味著在該等交易所進行買賣或買賣該等證券可能比較適合專業或其他熟悉投資技巧的投資者。如本人不確定或不明白交易所的性質的任何方面或買賣該等證券所涉及的風險，本人應尋求獨立的专业意見。就“細價股”而言，花旗銀行強調購買規模較小的公司的股份會有金錢損失的風險。此等股份的買入價與賣出價的差距極大。因此，本人明白在該等股份的任何出售中，本人可能收到款額遠低於本人買入該等股份的價錢。

48. 期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，本人所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本人設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。本人可能會在短時間內被要求存入額外的保證金。如未能在指定時間內提供所需款額，本人的未平倉合約可能會被平倉。然而，本人仍然要對本人的賬戶內任何因此而出現的短欠數額負責。因此，本人在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合本人。如果本人買賣期權，便應熟悉行使期權及期權到期時的程序，以及本人在行使期權及期權到期時的權利與責任。

49. (a)槓桿式外匯交易及 (b)使用人民幣服務的風險

49.1 槓桿式外匯交易: 槓桿式外匯交易的虧損風險可以十分龐大。本人所蒙受的虧損可能超過本人的最初保證金款額。即使本人定下備用交易指示，例如“止蝕”或“限價”交易指示，亦未必可以將虧損局限於本人原先設想的數額。市場情況可能使這些交易指示無法執行。本人可能會在短時間內被要求存入額外的保證金。如未能在指定時間內提供所需款額，本人的未平倉合約可能會被平倉。本人將要為本人的賬戶所出現的任何逆差負責。因此，本人必需根據本身的財政狀況及投資目標仔細考慮這種買賣是否適合本人。

49.2 使用人民幣服務:

49.2.1 人民幣受限於重大匯率風險，其現時並非自由兌換。在新加坡或香港或其他地方的銀行（按合適）提供的人民幣兌換及其他服務受限於相關監管及其他適用於人民幣服務的政策規定、匯率管制和限制。該等規定、管制或限制可不時更新或更改，及可能對一個適用匯率有不利影響，或使本人以人民幣兌換本人的所在地貨幣變得實際，或可能於兌換上構成重大損失。可能有適用的兌換限制及本人可能需要容許額外時間去進行向或由人民幣的兌換。

	RMB into my host currency or may result in significant loss on conversion. There may be conversion restrictions applicable and I may need to allow additional time for conversions to or from RMB.		
49.2.2	Credit risk of clearing and settlement banks, agents and custodian that Citibank is subject to may affect the availability, liquidity and transferability of RMB deliverable to me.	49.2.2	花旗銀行受限於結算銀行、代理及保管的信貸風險可影響交付本人的人民幣的備用度、流動性及可轉移性。
49.2.3	Investment in RMB has limited liquidity. It may be impossible to liquidate the existing position at a satisfactory price because of the inexistence of active secondary market and there may be very wide bid/offer pricing. I may suffer significant losses in liquidating RMB investments.	49.2.3	人民幣投資是有流通限度的。因為不存在活躍二手市場及可能存在非常廣闊的買賣定價，有可能無法以滿意價錢清償既有倉盤。本人可能於對人民幣投資進行平倉時蒙受重大損失。
49.2.4	For RMB products with a significant portion of non-RMB denominated underlying investments, there is a possibility of not receiving the full amount in RMB upon redemption due to the exchange controls and restrictions applicable to RMB.	49.2.4	如人民幣產品有重大部份的相關投資是以非人民幣為單位，因匯率管制及對人民幣的限制，有可能不能夠於贖回時收取全數人民幣金額。
49.2.5	For RMB products which are not denominated in RMB or where the underlying investments are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold.	49.2.5	對於以非人民幣為單位或相關投資非以人民幣為單位的人民幣產品，該產品將受限於作出投資及對投資進行平倉時涉及的多重貨幣兌換費用，及出售資產時的人民幣匯率波動和買賣差價。
50	Risk of Trading Growth Enterprise Market Stock	50.	買賣創業板股份的風險
50.1	Growth Enterprise Market (“GEM”) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.	50.1	創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情况下在創業板上市。創業板股份可能非常波動及流通性很低。
50.2	I should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.	50.2	本人只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。
50.3	Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.	50.3	現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。
50.4	I should seek independent professional advice if I am uncertain of or have not understood any aspect of this risk disclosure statement or the nature of and risks involved in trading in GEM stocks.	50.4	假如本人對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。
51	Risk of Client Assets Received or Held Outside Singapore or Hong Kong	51.	在新加坡或香港以外地方收取或持有的客戶資產的風險
	Securities that are foreign listed Securities and are held outside Singapore or Hong Kong or client assets received or held by Citibank outside Singapore or Hong Kong are subject to the Applicable Laws and Regulator Expectations of the relevant overseas jurisdiction which may be different from the Securities and Futures Act, Chapter 289 of Singapore or the SFO (as the case may be) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Singapore or Hong Kong.		在外地上市的及在新加坡或香港以外持有的證券或花旗銀行在新加坡或香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及監管當局的期望所監管的。這些法律及規例與新加坡法例第289章的《證券及期貨法》(Securities and Futures Act) 或香港法例第571章的《證券及期貨條例》(視乎情況而定) 及根據該法例或條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在新加坡或香港收取或持有的客戶資產的相同保障。
52	Risk of Margin Trading	52.	保證金買賣的風險
	The risk of loss in financing a transaction by deposit of collateral is significant. I may sustain losses in excess of my cash and any other assets deposited as collateral with Citibank. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. I may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, my collateral may be liquidated without my consent. Moreover, I will remain liable for any resulting deficit in the Account and interest charged on the Account. I should therefore carefully consider whether such a financing arrangement is suitable in light of my own financial position and investment objectives.		藉存放抵押品而為交易取得融資的虧損風險可能極大。本人所蒙受的虧蝕可能會超過本人存放於花旗銀行作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如“止蝕”或“限價”指示無法執行。本人可能會在短時間內被要求存入額外的保證金款額或繳付利息。如本人未能在指定時間內支付所需的保證金款額或利息，本人的抵押品可能會被出售。此外，本人將要為本人的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，本人應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合本人。

53 Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited

The Securities under the Nasdaq-Amex Pilot Program (the “PP”) are aimed at sophisticated investors. I should consult Citibank and become familiarised with the PP before trading in the PP Securities. I should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or the GEM of The Stock Exchange of Hong Kong Limited.

54 Additional Risk Disclosure for Futures and Options Trading

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, I should undertake such transactions only if I understand the nature of the contracts (and contractual relationships) into which I am entering and the extent of my exposure to risk. Trading in futures and options is not suitable for many members of the public. I should carefully consider whether trading is appropriate for me in light of my experience, objectives, financial resources and other relevant circumstances.

55 Futures

55.1 Effect of “Leverage” or “Gearing”

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds I have deposited or will have to deposit: this may work against me as well as for me. I may sustain a total loss of initial margin funds and any additional funds deposited with Citibank to maintain my position. If the market moves against my position or margin levels are increased, I may be called upon to pay substantial additional funds on short notice to maintain my position. If I fail to comply with a request for additional funds within the time prescribed, my position may be liquidated (without my consent or prior notice) at a loss and I will be liable for any resulting deficit.

55.2 Risk-reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

56 Options

56.1 Variable Degree of Risk

56.1.1 Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. I should calculate the extent to which the value of the options must increase for my position to become profitable, taking into account the premium and all transaction costs.

56.1.2 The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see Clause 53). If the purchased options expire worthless, I will suffer a total loss of my investment which will consist of the option premium plus transaction costs. If I am contemplating purchasing deep-out-of-the-money options, I should be aware that the chance of such options becoming profitable ordinarily is remote.

56.1.3 Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a

53. 在香港聯合交易所有限公司買賣納斯達克 - 美國證券交易所證券的風險

按照納斯達克 - 美國證券交易所試驗計劃(“試驗計劃”)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人在買賣該項試驗計劃的證券之前，應先諮詢花旗銀行的意見和熟悉該項試驗計劃。本人應知悉，按照該項試驗計劃掛牌買賣的證券非以香港聯合交易所有限公司主板或創業板作第一或第二上市的證券類別加以監管。

54. 關於期貨及期權買賣的額外風險披露

本聲明並不涵蓋買賣期貨及期權的所有相關風險及其他重要事宜。就風險而言，本人在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和本人就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，本人應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

55. 期貨

55.1 “槓桿”效應

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而可在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對本人投入或將需要投入的資金造成大比例的影響。所以，對本人來說，這種槓桿作用可說是利弊參半。因此本人可能會損失全部開倉保證金及為維持本身的倉盤而向花旗銀行存入的額外金額。若果市況不利本人所持倉盤或保證金水平提高，本人會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。如本人未能繳付額外的資金，本人可能會被迫在虧蝕情況下平倉(而無須本人的同意或事先通知本人)，而所有因此出現的短欠數額一概由本人承擔。

55.2 減低風險交易指示或投資策略

即使本人採用某些旨在預設虧損限額的買賣指示(如“止蝕”或“止蝕限價”指示)，也可能作用不大，因為市況可以令這些買賣指示無法執行。至於運用不同持倉組合的策略，如“跨期”和“馬鞍式”等組合，所承擔的風險也可能與持有最基本的“長”倉或“短”倉同樣的高。

56. 期權

56.1 不同風險程度

56.1.1 期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。本人應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

56.1.2 購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱第53條)。如所購入的期權在到期時已無任何價值，本人將損失所有投資金額，當中包括所有的期權金及交易費用。假如本人擬購入極價外期權，應注意本人可以從這類期權獲利的機會極微。

56.1.3 出售(“沽出”或“賣出”)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱第53條)。若期權賣方持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

position in a futures contract with associated liabilities for margin (see Clause 53). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

56.1.4 Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs.

56.1.5 When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

57 Additional Risks Common to Futures and Options

57.1 Terms and Conditions of Contracts

I should ask Citibank about the terms and conditions of the specific futures or options which I am trading and associated obligations (e.g. the circumstances under which I may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

57.2 Suspension or Restriction of Trading and Pricing Relationships

57.2.1 Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If I have sold options, this may increase the risk of loss.

57.2.2 Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

57.3 Deposited Cash and Property

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

57.4 Commission and Other Charges

Before I begin to trade, I should obtain a clear explanation of all commission, fees and other charges for which I will be liable. These charges will affect my net profit (if any) or increase my loss.

57.5 Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose me to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before I trade, I should enquire about any rules relevant to my particular transactions. My local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where my transactions have been effected. I should ask Citibank for details about the types of redress available in both my home jurisdiction and other relevant jurisdictions before I start to trade.

57.6 Counterparty Risks

57.6.1 All transactions that are executed upon my Instructions with counterparties and brokers are dependent on their due performance of their obligations. The insolvency or default of such counterparties and brokers may lead to positions being liquidated or closed out without my consent.

56.1.4 某些國家的交易所允許期權買方延遲支付期權金，令買方支付期權金的責任不超過保證金費用。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。

56.1.5 在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

57. 期貨及期權的其他常見風險

57.1 合約的條款及細則

本人應向花旗銀行查詢本人現時所買賣有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下本人或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約細則(包括期權行使價)，以反映合約的相關資產的變化。

57.2 暫停或限制交易及價格關係

57.2.1 市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或“停板”措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果本人賣出期權後遇到各種情況，本人須承受的虧損風險可能會增加。

57.2.2 此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷“公平”價格。

57.3 存放的現金及財產

如果本人為在本地或海外進行的交易存放款項或其他財產，本人應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號無力償債或破產時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項和財產如有不足之數，則可認定屬於本人的財產將會如現金般按比例分配予本人。

57.4 佣金及其他收費

在開始交易之前，本人先要清楚瞭解本人必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本人可獲得的淨利潤(如有)或增加本人的虧損。

57.5 在其他司法管轄區進行交易

在其他司法管轄區市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，本人應先行查明有關本人將進行的該項交易的所有規則。本人本身所在地的監管機構，將不能迫使本人已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。在進行交易之前，本人應先向花旗銀行查詢本人本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

57.6 交易對手的風險

57.6.1 所有按本人的指示與交易對手及經紀執行的交易均視乎他們有否妥善履行其等的責任。該等交易對手及經紀的無力償債或違責可能導致倉盤未經本人同意而被結算或平倉。

57.6.2	I should be aware of the identity of the contractual counterparty I am or may be matched with. Often, I will be purchasing an unsecured obligation of such counterparty (as opposed to an obligation of a central clearing corporation as would be the case with exchange traded futures and options) and I should evaluate the comparative credit risks.	57.6.2	本人應注意本人與之對盤的合約交易對手的身分。本人將經常購入該交易對手的無抵押負債(相對於中央結算公司就交易所買賣的期貨及期權的責任)，本人應評估相對的信貸風險。
57.6.3	Where I purchase a debt instrument, such as a note or a bond, I should be aware that I may be taking the credit risk of both my contractual counterparty and the issuer of the debt instrument.	57.6.3	在本人購入債務票據，如票據或債券，本人應注意本人可能在本人的合約交易對手及債務票據的發行商方面均冒受信貸風險。
57.7	Currency Risks The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in my home jurisdiction or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.	57.7	貨幣風險 以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在本人本身地區所屬的賬司法管轄區或其他司法管轄區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。
57.8	Trading Facilities Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary. I should ask Citibank for details in this respect.	57.8	電子交易的設施 電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而本人就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及 / 或參與商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人應向花旗銀行查詢這方面的詳情。
57.9	Electronic Trading Trading on an electronic trading system may differ from trading on other electronic trading systems. If I undertake transactions on an electronic trading system, I will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that my order is either not executed according to my instructions or is not executed at all.	57.9	電子交易 透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本人透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈尤其可能會導致本人的買賣盤不能根據指示執行，甚或完全不獲執行。
57.10	Off-exchange Transactions In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which I deal may be acting as my counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before I undertake such transactions, I should familiarise myself with applicable rules and attendant risks.	57.10	場外交易 在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。為本人進行交易的商號可能是本人所進行的買賣的交易對手。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，本人在進行該等交易前，應先瞭解適用的規則和有關的風險。
58	Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties If I provide Citibank with authority to hold mail or to direct mail to third parties, it is important for me to promptly collect in person all contract notes and statements of my account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.	58.	賦予保留郵件或將郵件直接寄予第三方的權限的風險 倘若本人向花旗銀行賦予保留郵件或將郵件直接寄予第三方的權限，本人務必立即親身領取所有成交單據及本人的賬戶結單並仔細審閱，以確保任何異常或錯誤之處可以及時發現。
VI.	CREDIT SERVICES OF CITIBANK, N.A.	VI.	花旗銀行的信貸服務
59	Agreement for Credit Services	59.	信貸服務協議
59.1	This Section VI contains the terms and conditions (the “Credit Terms”) which shall govern any utilisation by me of the credit services or facilities of Citibank (the “Credit Services”).	59.1	本第VI部份載有規管本人對花旗銀行的信貸服務或貸款(“信貸服務”)的使用的條款及條件(“信貸條款”)。
59.2	The Credit Services consist of those credit services or facilities presently available and as described in the Credit Terms as well as those which may from time to time be made available to me by Citibank at its discretion under any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me.	59.2	信貸服務包括信貸條款中所述的現時提供的，及花旗銀行不時按其酌情權在任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議或花旗銀行與本人之間的任何其他協議、文件或文書或安排下向本人提供的，該等信貸服務或貸款。
59.3	I agree that the Credit Terms shall apply to all Facilities and shall be binding on me. The Credit Terms are supplemental to and shall be read in conjunction with the other parts of the Terms, any relevant Facility Letter, the Master Derivative Agreement, any relevant Security Document or any other relevant agreement, document or instrument or arrangement between Citibank and me. If the Credit Terms are inconsistent with any other parts of the Terms,	59.3	本人同意信貸條款適用於所有貸款並對本人具約束力。信貸條款是對條款、任何相關的提供貸款通知書、衍生性金融商品投資總協議、任何相關的擔保文件或花旗銀行與本人之間的任何其他相關協議、文件或文書或安排的補充並應與之的其他部份一同閱讀。若信貸條款與條款的任何其他部份不一致，則概以信貸條款為準。若信貸條款與任何相關的提供貸款通知書、衍生性金融商品投資總協議、任何相關的擔保文件或花旗銀行與本人之間的任何其他相關協議、文件或文書或安

the Credit Terms will prevail. If the Credit Terms are inconsistent with any relevant Facility Letter, the Master Derivative Agreement, any relevant Security Document or any other relevant agreement, document or instrument or arrangement between Citibank and me, that Facility Letter or, as the case may be, the Master Derivative Agreement, that Security Document or other agreement, document or instrument or arrangement will prevail.

59.4 I agree that:

- 59.4.1 the availability of the Facilities or any part thereof is in Citibank's discretion, subject to Citibank's credit review from time to time and is at all times subject to its internal credit approval;
- 59.4.2 Citibank may, at any time, in its discretion, review and, by notice to me, amend, modify and/or revise the Facilities or any part thereof (including revising any rate of interest, fee or commission payable by me) and any such amendment, modification or revision shall be effective and binding on me on and from the date of, or any earlier or later date specified in, the relevant notice of amendment;
- 59.4.3 any utilisation of the Facilities or any part thereof is subject to the limits set by Citibank from time to time, the availability of funds at the relevant time and the satisfaction of all conditions precedent (including the execution delivery and perfection of security over the Acceptable Collateral and all required Security Documents) as Citibank may, in its discretion, specify;
- 59.4.4 the Facilities are uncommitted and that Citibank has no obligation whatsoever to make or continue to make available to me, all or any part of the Facilities and, in its discretion, may or may not allow or continue to allow any particular utilisation or further utilisation of all or any part of the Facilities (even if, and notwithstanding that, any or all conditions precedent specified by Citibank with respect to such utilisation are satisfied);
- 59.4.5 Citibank may, at any time, immediately, without notice, cancel, withdraw or terminate the whole or any part of the Facilities and/or demand immediate payment of all or any part of my Liabilities under the Facilities so cancelled and upon such cancellation and/or demand, I shall forthwith pay, repay or prepay all or such part of my Liabilities under the Facilities so cancelled or all or such part of my Liabilities so demanded; and
- 59.4.6 in addition to and without prejudice to any other provisions of any Facility Letter, any Derivatives Contract, the Master Derivative Agreement or any other agreement, document or instrument or arrangement between Citibank and me, I shall not intentionally engage in transactions with any person that I know is a non-bank affiliate of Citibank with the specific intention of transferring the proceeds of the Facilities to such non-bank affiliate of Citibank. For the avoidance of doubt, my execution of transactions with any non-bank affiliate of Citibank in the ordinary course of my business shall not constitute a breach of this provision provided that I do not enter into such transactions with the specific intent of transferring the proceeds of the advances of the Facilities to such non-bank affiliate in violation of section 23A of the Federal Reserve Act or regulations promulgated thereunder.

60 Payment of Facilities

- 60.1 Notwithstanding that the Facilities may provide for a certain term or duration for its availability or repayment or discharge, Citibank shall have the overriding right, under and pursuant to Clause 59.4, to, and may, at any time, cancel, withdraw or terminate the Facilities or any part thereof, unless otherwise agreed in writing, whereupon I shall, on demand, forthwith pay Citibank my Liabilities or, if required by Citibank, provide cash cover for all or any amounts then outstanding or as demanded by Citibank (any such cash cover may be applied, at Citibank's discretion, towards the release and discharge of any or any part of any contingent obligations for which such cash cover is provided). Interest shall accrue at Citibank's customary default rate on any amount remaining unpaid hereunder after a demand has been served and shall be compounded monthly if not paid.

排不一致，則概以該提供貸款通知書或(視乎情況而定)、衍生性金融商品投資總協議、該擔保文件或其他協議、文件或文書或安排為準。

59.4 本人同意：

- 59.4.1 貸款或其任何部份是按花旗銀行的酌情權提供，並不時受限於花旗銀行進行的信貸審查及時刻受限於其內部信貸批核；
- 59.4.2 花旗銀行可隨時按其酌情權審查，並在通知本人下，修正、修改及/或調整貸款或其任何部份(包括調整任何利率、本人應支付的費用或佣金)，而任何該等修正、修改或調整在相關的修正通知發出的日期或當中所訂明的任何較早或較遲日期開始生效並對本人具約束力；
- 59.4.3 貸款或其任何部份的任何使用均受限於花旗銀行不時設定的限額、資金在相關時間的備用度及符合花旗銀行按其酌情權訂明的所有先決條件(包括可接納抵押品及所有規定的擔保文件的簽立、交付及完備)；
- 59.4.4 貸款是不承諾的而花旗銀行並無任何責任向本人提供或繼續提供貸款的全部或其任何部份，並可按其酌情權容許、不容許或繼續容許對貸款的全部或任何部份的任何特定使用或進一步使用(即使儘管花旗銀行就該使用所訂明的任何或所有先決條件已獲符合)；
- 59.4.5 花旗銀行可隨時在不具通知下即時取消、提取或終止整筆貸款或其任何部份及/或要求即時支付本人在所取消的貸款下的所有或任何部份的債項，而本人在該取消及/或要求下須即時支付、付還或預先支付本人在所取消的貸款下的所有或該部份的債項或本人被要求支付的所有或該部份的債項；及
- 59.4.6 在加之於及無損於任何提供貸款通知書、任何衍生性金融商品合約、衍生性金融商品投資總協議及花旗銀行與本人之間的任何其他協議、文件或文書或安排的任何其他條文的情況下，本人不能故意與任何本人知悉為花旗銀行非銀行關聯方進行以將貸款收益轉移至該花旗銀行非銀行關聯方為特定意圖的交易。為免生疑問，本人在本人一般業務的情況下與花旗銀行非銀行關聯方執行的交易不應構成違反本條文，惟本人並非觸犯《聯邦儲備法》第23A條或按照其公佈的規則以將貸款預支轉移至該花旗銀行非銀行關聯方為特定意圖進行該等交易。

60. 貸款支付

- 60.1 儘管貸款可就其備用度或付還或解除而指定一段期限或期間，花旗銀行在第59.4條下對貸款或其任何部份具有凌駕性權利，並可隨時將之取消、撤回或終止，除非另有書面協議。本人在該時應要求須即時向花旗銀行支付本人的債項或(若花旗銀行要求)就當時尚欠或花旗銀行要求支付的所有或任何款項提供現金保證(任何該現金保證可按花旗銀行的酌情權用以解除及履行該現金保證因之而提供的任何或有責任或其任何部份)。此下未支付的任何餘額款項將在付款要求送達後以花旗銀行慣常罰息率累算利息，如不支付則每月複式計算。

- 60.2 All payments by me of any sums due hereunder shall be made (unless otherwise specified by Citibank) in such currency and in such manner as Citibank may specify without set-off or counterclaim.
- 60.3 All sums payable by me under the Terms or in respect of the Facilities shall be paid or accounted for free and clear of any tax (including goods and services and value added tax), levy, duty, charge, impost, fee, interest, penalty, deduction or withholding (collectively the "taxes") of any nature now or hereafter imposed, withheld or assessed by any taxing or other authority. If I am required by any law or regulation to make any deduction or withholding on account of any taxes from any such sums payable by me, I shall, together with such sums, immediately pay or account for such additional amount as will ensure that Citibank receives or is credited (free and clear of the taxes) the full amount which Citibank would have received or been credited if no such deduction or withholding had been required. Upon Citibank's request, I will promptly forward to Citibank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing or other authority.

61 Margin and Top-up

- 61.1 I agree that where any part of the Collateral Value is denominated in a currency other than the currency in which my Liabilities are denominated or such reference currency as may be chosen by Citibank (the "**currency of my Liabilities**"), each such part of the Collateral Value shall be notionally converted into the currency of my Liabilities by reference to the then prevailing rate(s) of exchange as determined by Citibank.
- 61.2 I shall deposit or procure to be deposited with, and secure in favour of, Citibank, from time to time, sufficient Acceptable Collateral of such Collateral Value that the Margin is maintained at all times. Should Citibank at any time determine that there is a shortfall in the Margin due to any cause or factor including, without limitation, currency fluctuation, depreciation in the value of any Collateral, change in the Collateral Value or change in basis for the Margin, I shall, forthwith upon notice from Citibank, furnish such additional Collateral acceptable to Citibank (which must be in form and content acceptable to Citibank) and/or reduce my Liabilities by such amount determined by Citibank so as to restore the Margin. I agree that Citibank may at any time and from time to time change the Collateral Value of any Acceptable Collateral or any of the Margin requirements without prior notice to me.
- 61.3 I agree that if I fail to forthwith comply with my obligations under Clause 61.2 or if Citibank is unable to contact me (including so as to give me the notice referred to in Clause 61.2) or Citibank determines that the circumstances so require, then, in addition to but not in substitution for any of its rights under the Terms, any Facility Letter, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me, Citibank shall be entitled, without reference or notice to me whatsoever, sell or realise value from or exercise any right attaching to any Collateral and treat any money received by Citibank pursuant thereto as if it were proceeds of sale or disposal which Citibank may apply towards the reduction of my Liabilities (including any contingent liabilities) in such order as it deems fit.
- 61.4 I agree that (in addition to my obligations to maintain the Margin) where the Collateral Value is denominated in a currency other than the currency of my Liabilities, I shall at all times maintain, and from time to time shall, when required by Citibank, deposit or procure to be deposited with, and secure in favour of, Citibank sufficient Acceptable Collateral of such Collateral Value as Citibank may require in order to cover any fluctuations and/or cross-currency risks.

62 Set-Off and Lien

- 62.1 For the avoidance of doubt, I agree and confirm that all of Citibank's rights of set-off and lien in Clause 15 and to which Citibank may be entitled under the Terms, by law or otherwise, may be exercised by Citibank in respect of all my Liabilities.
- 62.2 Further, insofar as any of my Liabilities to Citibank are contingent or future, Citibank's liability to me to make payment of any sum or sums standing to the credit of my Accounts shall, to the extent necessary to cover such Liabilities, be suspended until the happening of the contingency or future event.

- 60.2 本人須以花旗銀行所訂明的該貨幣及方式支付本人在此下欠負的任何款項(花旗銀行另行訂明則除外)，而不作任何抵銷或反申索。

- 60.3 本人在條款下或就貸款而須支付的所有款項須在不附帶現時或此後被任何稅務或其他機關徵收、預扣或評估的任何性質的任何稅項(包括貨品及服務及增值稅)、徵稅、關稅、收費、徵費、費用、利息、罰款、扣減或預扣(統稱為“稅項”)下支付或為此負責。若本人在任何法律或規例下被規定從本人須支付的任何該等款項中扣減或預扣任何稅項，本人須連同該等款項，即時支付該額外金額或為此負責以確保花旗銀行收到或獲支付(不附帶稅項)其在無須作該扣減或預扣下本人應收到或獲支付的全數款項。本人須應花旗銀行的要求即時向花旗銀行提交正式收據或其他證據顯示已向相關稅務或其他機關支付的任何該扣減或預扣總金額。

61. 保證金及補足差額

- 61.1 本人同意如抵押品價值的任何部份是以本人的債項以之作為單位的貨幣或花旗銀行所可選擇的該參考貨幣(“**本人債項的貨幣**”)以外的貨幣作為單位，該部份的抵押品價值須按照花旗銀行所決定的當時的匯率，假定兌換成本人債項的貨幣。
- 61.2 本人須不時向花旗銀行繳存或促使繳存，或以花旗銀行為受益人抵押，足以時刻維持保證金的該抵押品價值的可接納抵押品。如花旗銀行在任何時候釐定保證金因任何原因或因素而出現短欠，包括，但不限於，貨幣波動、任何抵押品的貶值、抵押品價值改變或保證金基準更改，本人須即時應花旗銀行的通知，提供予花旗銀行可接納的該額外抵押品(形式及內容均必須為花旗銀行所接納的)及/或從本人的債項減去花旗銀行所決定的該金額以恢復保證金到原來的水平。本人同意花旗銀行可隨時及不時轉變任何可接納抵押品的抵押品價值或任何保證金要求，而無須向本人發出事出通知。
- 61.3 本人同意若本人未能即時遵從本人在第61.2條下的責任或若花旗銀行未能聯絡本人(包括給予本人第61.2條所提述的通知)或花旗銀行決定情況有此需要，在其於條款、任何提供貸款通知書、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何其他協議、文件或文書或安排下的任何權利以外，而不予以取代，花旗銀行有權出售或變現任何抵押品所獲得的價值或行使附帶在任何抵押品的任何權利，並將花旗銀行因之而收到的任何款項視為出售或處置所得的收益，花旗銀行可按其認為合適的次序用以扣減本人的債項(包括任何或有債項)，而無須請示或通知本人。

- 61.4 本人同意(在本人維持保證金水平的責任以外)當抵押品價值是以本人債項的貨幣以外之貨幣為單位，本人須時刻維持，及在花旗銀行要求下須不時向花旗銀行繳存或促使繳存，或以花旗銀行為受益人抵押，(花旗銀行可要求的)充足該抵押品價值的可接納抵押品以就任何波動及/或貨幣交叉風險提供保證。

62. 抵銷及留置權

- 62.1 為免生疑問，本人同意及確認花旗銀行可就本人所有債項行使其在第15條下及在條款、法律或其他方面享有的所有抵銷及留置權。
- 62.2 此外，凡任何本人對花旗銀行欠負的債項是或有或將來，在需要保證該等債項的範圍內，花旗銀行須支付本人賬戶結存的任何款項的責任將暫時中止，直到或有或將來事件發生為止。

63 Information

I shall inform Citibank as soon as possible if any difficulty in repaying or servicing my Liabilities should arise.

64 Credit Services

64.1 Credit Line Facilities

Subject to Clause 59.4, Citibank may, upon the security of such Acceptable Collateral and on such terms as may, in its discretion, be determined by Citibank and advised to me and/or set out in the Credit Terms, any relevant Facility Letter, the Master Derivative Agreement, any Security Document or any other agreement, document or instrument or arrangement between Citibank and me, grant to me uncommitted Facilities in the aggregate amount not exceeding such limit, upon such security (including any guarantee) and subject to such Margin as Citibank may, in its discretion, specify.

64.2 Overdraft Facilities

Any overdraft facility granted is in the nature of a revolving credit and is at all times subject to Clause 59.4.

64.3 Short Term Advances or Credit Facilities

Subject to Clause 59.4, Citibank may, from time to time, grant to me short term advances or credit facilities of such nature and (subject to the availability of such currency) in any currency permitted by Citibank of up to but not exceeding the amount from time to time set by Citibank and notified to me.

64.4 Banking Facilities

Citibank may, in addition to the credit line, overdraft, short term advances and credit facilities in this Clause 64, from time to time, grant, subject to Clause 59.4, such other Facilities under any Facility Letter and/or any other agreement, document or instrument or arrangement between Citibank and me, including, in Citibank's discretion, issuing or otherwise accepting or continuing to accept any form of liability under any indemnity, guarantee, bond, performance bond, standby letter of credit or other form of undertaking (each a "Surety Instrument") at my request and against my counter-indemnity.

64.5 Repayment

Without prejudice to Clauses 24, 59.4, 60 and 61, I shall:

64.5.1 repay each short term advance in full upon its maturity, together with all interest accrued thereon;

64.5.2 repay all outstanding overdrafts in full upon demand by Citibank;

64.5.3 provide cash cover or, as the case may be, pay and satisfy Citibank for, all Liabilities in respect of any Surety Instrument upon demand by Citibank; and

64.5.4 make due repayment and payment of, and satisfy Citibank for, all my Liabilities then due or, as the case may be, upon demand (in each case, together with accrued interest, commission and/or fees thereon or then due) upon demand by Citibank.

64.6 Interest Rate/Commission

64.6.1 Interest on the outstanding overdraft shall be charged on the actual debit balance from day to day at such per annum rate as Citibank shall set or otherwise notify me from time to time and shall be payable by me at the end of each month or, at Citibank's option, compounded to become a part of the overdraft.

64.6.2 Interest for each short term advance shall be charged on the principal amount at such per annum rate set by Citibank and notified to me, which shall apply to, and remain fixed for the entire duration of, that short term advance and shall be payable by me at maturity (or, if prepaid before maturity, upon such prepayment) together with the principal amount of that short term advance.

64.6.3 Commission for the issue, or renewal, of each Surety Instrument shall be payable at such per annum rate as Citibank shall notify to me on the amount of the maximum contingent liability of Citibank thereunder, shall not be refundable for any reason whatsoever and shall be paid by me in advance, prior to the issuance, or renewal, of such Surety Instrument.

63. 資料

如本人就付還債項或支付利息方面有任何困難，本人須盡早通知花旗銀行。

64. 信貸服務

64.1 信貸額度貸款

在第59.4條的規限下，花旗銀行可，在該可接納抵押品的擔保下及按花旗銀行據其酌情權所決定並通知本人的及/或載列於信貸條款、任何相關的提供貸款通知書、衍生性金融商品投資總協議、任何擔保文件或花旗銀行與本人之間的任何其他協議、文件或文書或安排的該等條款下，在該保證(包括任何擔保下)並受限於花旗銀行按其酌情權訂明的該保證金，向本人授予不承諾的及總額不超出該限額的貸款。

64.2 透支貸款

任何透支貸款均以循環信貸的性質授予並時刻受限於第59.4條。

64.3 短期預支或信用貸款

在第59.4條的規限下，花旗銀行可不時以花旗銀行所准許的性質及任何貨幣(受限於該貨幣的備用性)向本人授予不超過花旗銀行不時設定並通知本人的該金額的短期預支或信用貸款。

64.4 銀行貸款

花旗銀行可在本第64條的信貸額度、透支、短期預支及信用貸款以外，應本人要求及就本人的背對背擔保，不時按第59.4條在任何提供貸款通知書及/或花旗銀行與本人之間的任何其他協議、文件或文書或安排下授予該等其他貸款，包括按花旗銀行的酌情權，在任何彌償、擔保、債券、履約保證、備用信用證或其他形式的承諾(各稱為“保證文件”)，發出或以其他方式接受或繼續接受任何形式的債項。

64.5 付還

在無損於第24、59.4、60及61條的情況下，本人應：

64.5.1 在每項短期預支到期時，連同其上所累算的利息全數付還；

64.5.2 應花旗銀行的要求全數付還所有欠負的透支；

64.5.3 應花旗銀行的要求向花旗銀行提供現金保證或(視乎情況而定)向花旗銀行支付及償付與任何保證文件有關的所有債項；及

64.5.4 應花旗銀行的要求向花旗銀行付還及支付及償付當時到期的或(視乎情況而定)被要求支付的所有本人債項(在各情況下，連同其上或到期的累算利息、佣金及/或費用)。

64.6 利率/佣金

64.6.1 欠付的透支款項的利息須以花旗銀行不時設定或另行通知本人的年利率對實際欠款額逐日計算，並須在每個月完結時由本人支付或按花旗銀行的選擇複式計算成為透支的一部份。

64.6.2 每項短期預支的本金所徵收的利息是以花旗銀行設定及通知本人的適用於該短期預支並在整段期間保持不變的年利率計算，而本人須在到期時(或若於到期前預付，則在預付時)支付利息連同該短期預支本金。

64.6.3 發出或重續每項保證文件的須支付的佣金按花旗銀行依其在保證文件下的最高或有債項的金額以其通知本人的年利率計算，因任何理由均不設退款，且本人須預先在該保證文件發出或重續前支付。

64.7 **Solvency and Continued Existence – Authorisation and Indemnification**

64.7.1 **Declaration on Solvency**

I acknowledge that Citibank has been induced to avail and continue to avail for my utilisation the Services (including without limitation, the Credit Services) or any of them (at its sole discretion) now, hereafter and from time to time, in accordance with the Terms, in reliance, among other things, of my representations and warranties and declaration herein and in the Terms or otherwise.

I hereby represent and warrant and solemnly and sincerely declare the following to Citibank, conscientiously believing the same to be true:

- (a) (in the case of a company/corporation/partnership/entity), we are a company/corporation/partnership/entity duly incorporated/ established/ constituted and validly existing under the laws of the place of our incorporation/establishment/ constitution provided in our certificate of incorporation (in the case of a company/corporation) or any other relevant certificate or document (if any) (“**Incorporation Jurisdiction**”), and we have the power to own our assets and carry on our business as it is now being conducted, and will remain in existence at all times;
- (b) all actions, conditions and things required to be taken, fulfilled/ complied with and done by me, including without limitation, the obtaining of all authorisations, filings, registration of documents or claims for me to lawfully enter into and perform my obligations under the Terms, the Surety Documents and the Security Documents to which I am a party, without contravening any laws or any other obligations binding on me or my assets and to ensure they are legally binding and enforceable, have all been taken, fulfilled and done; and
- (c) I am Solvent and the execution, delivery and performance of my obligations under the Terms, the Surety Documents and the Security Documents to which I am a party, or the transactions contemplated thereunder, now, hereafter and from time to time, will not render me Insolvent, and for the purpose hereof:

“**Solvent**” means, in relation to me, I am solvent, as defined under the relevant law, including without limitation, my ability to pay my debts as they become due, and I now own property having a value both at fair valuation and a present fair saleable value greater than the amount required to pay my debts as they mature, and I will thereby not be rendered insolvent, or be left with insufficient capital, or be unable to pay my debts as they mature, by the execution, delivery and performance of the Terms, any Surety Document and any Security Document to which I am a party and/ or by my entering into the transactions contemplated thereunder, now, hereafter and from time to time; and

“**Insolvent**” means, in relation to me, I am not Solvent; and

“**Surety Document**” means any guarantee, charge, pledge, lien or otherwise creating any other security interest made or given by me in favour of Citibank now, hereafter and from time to time, to secure or guarantee any obligation or liability of any third party by me, in each case, in form and substance in all respects satisfactory to Citibank, and includes each as now and from time to time amended, modified, supplemented or replaced and any other document which amends, modifies, supplements or replaces the same, and “**Surety Documents**” means two or more such documents; and

- (d) no Default has occurred.

Each of the declarations and representations above and those given and/or made in the Application Form and the Terms will be deemed to be repeated continuously so long as my Account is maintained with Citibank, by reference to the facts and circumstances then existing.

64.7 **償債能力及繼續存在 – 授權及賠償**

64.7.1 **償債能力之聲明**

本人確認已促使花旗銀行根據條款提供及持續提供及使本人可此後及不時使用服務(包括但不限於, 信貸服務)或任何其他其中一項服務(由其全權酌情決定), 及依賴(除其他事項外)本人在此及有關條款的陳述、保證及聲明。

本人茲向花旗銀行陳述、保證及謹以至誠鄭重聲明以下各項, 並確信其為真確無訛:

- (a) (就公司/法團/合夥/實體而言), 吾等是依照(就公司/法團而言)其法團註冊證書或任何其他相關證書或文件(如有)(“**成立司法管轄區**”)所指的成立/設立/組建地之法律妥為成立/設立/組建的公司/法團/合夥/實體並有效存在, 且具有權力擁有資產及執行現時進行的業務, 並將一直存續; 及
- (b) 本人已經採取、符合並完成所有規定吾等採取、符合/遵守的行動、條件及事項, 包括但不限於, 取得所有的授權、存檔、文件或申索書註冊, 以使本人在沒有違反任何對本人或其資產具約束力的法律或任何其他義務的情況下, 能夠合法地訂立及履行本人為一方的條款、保證文書、及擔保文件下的義務, 並確保以上文件具法律約束力並可強制執行; 及
- (c) 本人有力償債, 而訂立、交付及履行本人為一方的有關條款、保證文書、及擔保文件下的義務, 或在其下、此後及不時擬進行的交易將不會令本人無力償債; 就此修訂通知而言:

“**有力償債**”就本人而言, 指本人為有力償債(如相關法律所定義), 包括但不限於, 本人償還本人到期債務的能力, 及本人現擁有價值在合理估價及現時合理出售價下均高於償還本人將來到期之債務所須的金額的資產, 本人從而將不會因訂立、交付及履行本人為一方的有關條款、保證文書及擔保文件下的義務, 及/或因本人進入在其下、此後及不時擬進行的交易, 以致無力償債、或資本不足、或未能償還到期債務; 及

“**無力償債**”指就本人而言, 本人並非有力償債; 及

“**保證文書**”指本人此後及不時以花旗銀行為受益人, 保證或擔保任何第三方的義務或法律責任, 且其形式及內容在各方面均令花旗銀行滿意的任何擔保、押記、質押、留置權或以其他方式設立任何其他擔保權益的文書, 並包括其不時所作的修正、修改、補充或取替及對之作出修正、修改、補充或取替的任何其他文件, 而“**保證文書**”亦指兩份或以上的該等文件; 及

- (d) 到現時為止並沒有發生任何違責事件。

按照事實及現時的情況, 本人於花旗銀行設有賬戶期間, 以上各項聲明及陳述及在申請表及條款中所發出或作出的聲明及陳述將被視作持續地重申。

The person(s) making the declarations, representations and warranties above and those in the Application Form and the Terms further certifies that such person(s) has/ have the capacity and has/have been so authorised and directed by the undersigned company/ corporation/ partnership/ entity (including without limitation, its board of directors, committee or relevant persons) to do so.

64.7.2 Given Authorisation and Direction

Where we are a company or corporation, in connection with our Account and the Services (including, without limitation, the Credit Services) obtained and/or to be obtained by us from Citibank (as it may at its discretion provide) hereafter and from time to time, and in consideration of Citibank agreeing to extend and/or continuing to extend such Services to us, we hereby request and irrevocably authorise Citibank, where it is permissible for it to do so, but without any obligations (or liability) on Citibank's part to do so, and without prejudice to any of Citibank's rights and remedies under the Terms, the Surety Documents and the Security Documents, and/or against us, any Guarantor or surety or any person:

- (a) to make payment of all or any outstanding fees to any relevant body or authority required for us to maintain our valid existence and/or to be in good standing under the relevant laws of the place of our incorporation, establishment or constitution provided in our certificate of incorporation (in the case of a company or corporation) or any other relevant certificate or document (if any), and do all acts and things as Citibank deems fit to be required in that respect; and
- (b) in addition and without prejudice or derogation to the provisions of the Terms (in particular to the provisions under the "Disclosure of Customer Information" section of Clause 21), we irrevocably authorise Citibank and its agent to disclose to any regulatory authority or body and/or any other person, in connection with the above, any information relating to us, our Account and/or our relationship with Citibank, or any other information as Citibank may at its discretion deem fit, and we irrevocably consent to all such disclosure by Citibank and/or its agent and also to the usage and storage thereof by the parties mentioned above.

64.7.3 Consequence and Indemnification

In addition and without prejudice or derogation to the provisions of the "Indemnity" section of Clause 12, we agree and irrevocably undertake to indemnify Citibank and keep Citibank indemnified from and against any and all liabilities, losses, damages and claims, which Citibank may suffer, sustain and/or incur whether directly or indirectly, as a result or in consequence as to its reliance of any representation and warranty given to Citibank as to our continued existence and solvent status, and/or in relation to its performance of the provisions of Clause 64.7.2 (including, without limitation, the costs and expenses incurred by Citibank in relation thereto), and to Citibank agreeing and continuing to agree to avail the Services (at Citibank's discretion) in accordance with the Terms or otherwise. We will forthwith pay to Citibank all such sums and liabilities demanded by it.

VIA. ESTATE AND SUCCESSION PLANNING SERVICES TERMS

64A Estate and Succession Planning Services Terms

64A.1 From time to time, I/we may request that and Citibank may (but are not obliged to) provide me/us with services relating to estate and succession planning, which may involve (amongst other thing) Citibank: (i) providing general advice on estate and succession planning; (ii) analysing my needs in relation to estate and succession planning; (iii) providing advice on structuring solutions; and (iv) reviewing and advising on existing trust and other structures ("Estate and Succession Planning Services").

作出以上和申請表及條款中的聲明、陳述及保證的人士進一步證明該人士有能力並已獲下述簽署公司/法團/合夥/實體(包括但不限於, 其董事會、委員會或有關人士)的授權和指示行事。

64.7.2 給予授權及指示

(若吾等為公司或法團)就吾等此後不時從花旗銀行(由其全權酌情提供)所取得及/或將取得的賬戶及服務(包括, 但不限於, 信貸服務)而言, 並鑑於花旗銀行同意向吾等延續及/或繼續延續該等服務, 吾等茲要求並不可撤回地授權花旗銀行, 在情況允許下且花旗銀行不具任何義務(或法律責任), 及在無損任何花旗銀行對吾等、任何擔保人或任何人士在條款、保證文書及擔保文件的權利及補償的情況下, 可:

- (a) 為使吾等保持有效存在及/或在根據吾等在公司註冊證明書(如為公司或法團)或任何其他相關的證明書或文件(如有的話)中提供有關吾等的成立、設立或組建地之相關法律下保有良好地位, 而向任何有關機構或機關支付所有或任何欠款, 及作出一切花旗銀行認為有需要的行為及事宜; 及
- (b) 在附加之於及無損或不減損於任何有關條款(尤其是關於在有關條款下第21條“客戶資料披露”)中的條文的情況下, 吾等不可撤回地授權花旗銀行及其代理向任何監管機關或機構及/或任何其他人士, 披露任何有關上述及有關吾等、吾等的賬戶及/或吾等與花旗銀行的關係、或任何其他花旗銀行(由其全權酌情決定)認為有需要的資料, 且吾等不可撤回地同意花旗銀行及/或其代理的所有該等披露, 及上述各方使用或儲存該等資料。

64.7.3 後果及賠償

在附加之於及在無損或不減損第12條“彌償”的條文的情況下, 吾等同意並不可撤回地承諾向花旗銀行作出彌償, 並彌償花旗銀行因依賴任何就有關吾等的存續及的償債能力狀況, 及/或有關其在履行第64.7.2條文(包括, 但不限於, 花旗銀行就有關事宜所招致的費用及開支)及花旗銀行同意並繼續同意(由花旗銀行酌情決定)根據有關條款提供服務, 向花旗銀行作出的陳述及/或保證, 而直接或間接地可能遭受、蒙受及/或招致的任何及所有責任、損失、損害及申索。吾等將立即向花旗銀行支付其要求的所有款項及負債。

VIA. 遺產和繼承計劃服務條款

64A. 遺產和繼承計劃服務條款

64A.1 本人/吾等可不時要求及花旗銀行可(但沒有義務)向本人/吾等提供有關遺產和繼承計劃的服務, 其中可能涉及(其中包括)花旗銀行: (i) 就遺產和繼承計劃提供一般性建議; (ii) 分析有關本人/吾等在遺產和繼承計劃方面的需求; (iii) 就結構解決方案提供建議; 及(iv) 對現有的信託和其他結構進行檢閱並提供建議(“遺產和繼承計劃服務”)。

64A.2 In providing Estate and Succession Planning Services to me/us, I/we acknowledge that:

64A.2.1 Citibank is not acting as a legal or tax adviser to me/us and that I/we will obtain separate tax and legal advice where necessary (or otherwise satisfy myself/ourselves as to all relevant tax and legal implications); and

64A.2.2 Citibank does not provide trust set-up or administration services.

64A.3 From time to time, I/we may request that and Citibank may (but are not obliged to) introduce me/us to persons who can provide trust and private investment company set-up and administration services ("**Trust Service Provider**"). For these purposes:

64A.3.1 I/we understand that I am/we are not obliged to use any Trust Service Provider introduced to me/us by Citibank;

64A.3.2 I/we acknowledge and agree that a Trust Service Provider which is introduced to me/us by Citibank may be a Citigroup Company or otherwise affiliated with Citibank;

64A.3.3 if I/we require trust set-up and administration services, I/we will enter into a separate agreement with a Trust Service Provider. I/we acknowledge and agree that Citibank is not responsible or otherwise liable for the acts, omissions or obligations of the Trust Service Provider;

64A.3.4 Citibank may (on an ad hoc basis) assist me/us with certain administrative matters, including the collection and submission of documentation to the Trust Service Provider and the witnessing of the execution of documentation. However, for the avoidance of doubt, I/we understand that Citibank does not act for or on behalf of and does not act as agents or representatives of any Trust Service Provider. In particular, I/we acknowledge that the receipt of any documentation by Citibank for onward forwarding to the Trust Service Provider is for administrative ease only and does not constitute acceptance for and on behalf of any Trust Service Provider; and

64A.3.5 without affecting the generality of any clause which governs the disclosure of customer information, I/we hereby expressly acknowledge and consent to Citibank and their representatives collecting, using, sharing and transferring any relevant information relating to me/us, any proposed settlor, protector and/or beneficiaries of a trust, any directors and/or others of proposed personal investment company and/or any other relevant persons to any Trust Service Provider that I/we appoint, for the purposes of (amongst other things): (i) client on-boarding; (ii) facilitating the provision of the trust and private investment company set-up and administration services to be provided by the Trust Service Provider; and (iii) any purpose relating directly thereto. I/we represent and warrant that I/we will notify and will obtain any consent required from such person(s) regarding the collection and use (including disclosure and transfer) of his or her personal data and other information by any Trust Service Provider that I/we appoint as specified in this clause.

VII. LANGUAGE

65 Language

65.1 Clause 65.2 contains the terms and conditions which shall govern the provision of any translated versions of any material, documents, communications, including sales materials, summaries, explanations, trust instruments, agreements and forms available through Citibank (the "**Translated Documents**").

65.2 I hereby acknowledge and agree that:

65.2.1 any Translated Document is provided for my convenience and does not substitute or amend in any way the official documents in English that govern my agreement with Citibank for all Accounts and the products and services from time to time offered by and/or available through Citibank;

64A.2 就向本人／吾等提供遺產和繼承計劃的服務，本人／吾等確認：

64A.2.1 花旗銀行並不擔任本人／吾等的法律或稅務顧問；本人／吾等將在需要時獲取獨立的稅務和法律建議（或以其他方式滿足本人／吾等於所有相關稅收和法律方面的影響）；及

64A.2.2 花旗銀行並不提供信託設置或管理服務。

64A.3 本人／吾等可不時要求及花旗銀行可（但沒有義務）介紹本人／吾等予可提供信託和私人投資公司設置和管理服務之人士（“**信託服務供應者**”）。為此等目的：

64A.3.1 本人／吾等確認並同意由花旗銀行向本人／吾等介紹的信託服務供

64A.3.2 本人／吾等確認並同意由花旗銀行向本人／吾等介紹的信託服務供應者可能是花旗集團公司或以其他方式與花旗銀行有關聯；

64A.3.3 如果本人／吾等需要信託設置和管理服務，本人／吾等將與信託服務供應者簽訂獨立協議。本人／吾等確認並同意花旗銀行對信託服務供應者的行為、疏忽或義務概不負責或負有任何責任；

64A.3.4 花旗銀行可以（在個別情況下）協助本人／吾等處理某些行政事宜，包括向信託服務供應者收集和提交文件以及見證文件之簽立。但為免生疑問，本人／吾等明白花旗銀行並不為或代表任何信託服務供應者行事，亦不是彼等之代理人或代表。特別是，本人／吾等確認花旗銀行所收到以轉發予信託服務供應者的任何文件僅為便利行政，並不構成任何為或代表信託服務供應者作出的接受；及

64A.3.5 在不影響任何規管客戶資料披露的條款的一般性的情況下，本人／吾等在此明確確認並同意，出於以下目的（其中包括）：(i) 客戶加入；(ii) 協助信託服務供應者設置信託和私人投資公司和提供管理服務；及(iii) 與此直接相關的，花旗銀行及其代表可收集、使用、分享和轉移任何與本人／吾等、信託的任何建議財產授予人、保護人和／或受益人、建議的個人投資公司的任何董事和／或其他人士和／或任何與本人／吾等所委任的信託服務供應者相關之人士的相關信息。本人／吾等聲明並保證就本人／吾等按照本條款所委任之信託服務供應者收集和使用（包括披露和轉移）任何人士的個人資料，本人／吾等將通知該等人士並取得任何所需之許可。

VIII. 語言

65 語言

65.1 第65.2條包含的條款及條件規限任何材料、文件、通訊，包括在花旗銀行可獲得的銷售材料、摘要、說明、信託文書、協議及表格的任何翻譯版本（“**翻譯文件**”）的提供。

65.2 本人在此確認及同意：

65.2.1 任何翻譯文件為本人之便提供，並不以任何方式取代或修訂規限本人與花旗銀行就全部賬戶及花旗銀行不時提供及／或可從其獲得的產品及服務的協議的正式文件之英文版本；

65.2.2	my relationship with Citibank and each of the products and services from time to time offered by and available through Citibank are subject to and governed by the applicable English language documents, which are the only official and controlling version of such documents (including, for the avoidance of doubt, where there are inconsistencies between the English language version and such other language version);	65.2.2	本人與花旗銀行之聯繫及花旗銀行不時提供及可從花旗銀行獲得的各產品及服務受適用的英文文件限制及規限，而該英文文件為該等文件唯一的正式及控制版本(為免生疑問，包括英文版本及其他語文版本有抵觸的情況)；
65.2.3	I and each and every of my Authorised Signatories understand English and am/are capable of reading and understanding fully the English documents concerning any product and/or service from time to time offered by and/or available through Citibank;	65.2.3	本人及各個本人的授權簽署人理解英文，且有能閱讀及完全理解關於花旗銀行不時提供及/或可從其獲得的任何產品及/或服務的英文文件；
65.2.4	by signing any document in English provided by or transmitted through Citibank, I confirm that I and each and every of my Authorised Signatories understand and accept the document, as well as the terms of any investment, fiduciary relationship or transaction entered into pursuant to such document and that any such document in the English language shall be binding on me and the other parties thereto; and	65.2.4	若在由花旗銀行提供或經花旗銀行傳送的任何英文文件上簽署，本人確認本人及各個本人的授權簽署人理解及接受該文件以及按該文件訂立的任何投資、受信關係或交易的條款，任何該英文文件對本人及該文件或條款的其他各方有約束力；及
65.2.5	in the event of inconsistency between the English version of any document and the Translated Documents: (a) the English version of the relevant document will prevail; and (b) the Translated Document will be deemed amended to the extent of such inconsistency to be in conformity with the English version of the relevant document.	65.2.5	在任何文件的英文版本及翻譯文件有抵觸的情況下， (a) 以相關文件的英文版本為準；及 (b) 翻譯文件將被視為使抵觸變為符合相關文件的英文版本的範圍內被修訂。

SINGAPORE SUPPLEMENT

This Supplement is supplemental and forms part of the Terms governing my relationship with Citibank N.A., Singapore branch where Booking Services are provided to me by Citibank, N.A., Singapore branch.

1 Cheque Truncation System (“CTS Terms”)

- 1.1 In these CTS Terms, the following words and expressions have the following meanings:

“Bank Agreement” means the agreement between Citibank and an Operator relating to provision to Citibank of Services for CTS;

“Clearing Account Agreement” means the agreement between Citibank and the relevant Settlement Bank relating to the provision of Services for Settlement as defined in the CTS Bye-Laws (Non-SGD Clearing);

“CTS Agreements” means the Bank Agreements, Settlement Arrangement, the Clearing Account Agreement and any and all agreements between Citibank and any other persons or persons relating to Services for CTS and/or the CTS Clearing and/or Settlement;

“CTS Article” means any SGD CTS Article and any Non-SGD CTS Article;

“CTS Bye-Laws” means the Bye-laws of the Singapore Clearing House Association in respect of the Cheque Truncation System (SGD Clearing and Settlement) as amended, modified, supplemented or replaced from time to time;

“CTS Bye-Laws (Non-SGD Clearing)” means the Bye-laws of the Singapore Clearing House Association in respect of Cheque Truncation System (Non-SGD Clearing Currencies Clearing and Settlement) as amended, modified, supplemented or replaced from time to time;

“CTS Clearing”, “CTS Image File”, “CTS Image Item”, “CTS Item” and “IRD” shall, in relation to or in the context of an SGD CTS Article, have the meanings as defined in the CTS Bye-Laws;

“CTS Clearing”, “CTS Image File”, “CTS Image Item”, “CTS Item” and “IRD” shall, in relation to or in the context of a Non-SGD CTS Article, have the meanings as defined in the CTS Bye-Laws (Non-SGD Clearing);

“Customer CTS Article” means any CTS Article (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by me or on my behalf on Citibank or on the Account, and including any instruction which purports to have been signed, issued or drawn by me or on my behalf to make payment of or transfer any sum to any person out of the Account;

“Non-SGD CTS Articles” means **“Articles”** as the term is defined in the CTS Bye-Laws (Non-SGD Clearing);

“Operator” means any person defined or regarded as “Operator” in the CTS Bye-Laws or in the CTS Bye-Laws (Non-SGD Clearing);

“Services for CTS” means any one or more of the services or activities constituting “Services for CTS” as defined in the CTS Bye-Laws and in CTS Bye-Laws (Non-SGD Clearing);

“Settlement” means settlement of Citibank’s position resulting from CTS Clearing;

“Settlement Arrangement” means the arrangement made between Citibank and the MAS under the Banking (Clearing House) Regulations promulgated pursuant to the Banking Act and all other arrangements made between Citibank and the MAS with respect to the clearing and settlement of the SGD CTS Articles;

“Settlement Bank” has the meaning as defined in the CTS Bye-Laws (Non-SGD Clearing); and

“SGD CTS Articles” means “Articles” as the term is defined in the CTS Bye-Laws.

- 1.2 Unless the context requires otherwise or these CTS Terms expressly provide otherwise, all words and expressions as defined in the Terms will have the same meanings when used or referred to in these CTS Terms.

新加坡充条款

本補充條款構成條款的一部分以規管花旗銀行新加坡分行向本人提供記賬服務時本人與花旗銀行新加坡分行的關係。

1. 支票截留系統(“支票截留系統條款”)

- 1.1 在此等支票截留系統條款中，下列字詞及詞句具有下列意思：

“銀行協議” 指花旗銀行與營運者之間就向花旗銀行提供支票截留系統服務有關的協議；

“結算賬戶協議” 指花旗銀行與相關的交收銀行之間就支票截留系統則例(非新加坡元結算) (CTS Bye-Laws(Non-SGD Clearing)) 所介定的交收服務(Services for Settlement) 之提供有關的協議；

“支票截留系統協議” 指銀行協議、交收安排、結算賬戶協議及花旗銀行與任何其他人士或與支票截留系統服務及 / 或支票截留系統結算及/或交收有關的人士之間的任何及所有協議；

“支票截留系統票據” 指任何新加坡元支票截留系統票據及任何非新加坡元支票截留系統票據；

“支票截留系統則例” 指新加坡結算所協會 (Singapore Clearing House Association) 就支票截留系統(新加坡元結算及交收) (Cheque Truncation System (SGD Clearing and Settlement)) 發出的則例，及其不時所作的修正、修改、補充或取替；

“支票截留系統則例(非新加坡元結算)” 指新加坡結算所協會就支票截留系統(非新加坡元結算貨幣結算及交收) (Cheque Truncation System (Non-SGD Clearing Currencies Clearing and Settlement)) 發出的則例，及其不時所作的修正、修改、補充或取替；

“支票截留系統結算”、“支票截留系統影像檔”、“支票截留系統影像項目”、“支票截留系統項目”及“影像退換文件(IRD)” 就有關新加坡元支票截留系統票據或在其背景之下，具有支票截留系統則例所介定的意思；

“支票截留系統結算”、“支票截留系統影像檔”、“支票截留系統影像項目”、“支票截留系統項目”及“影像退換文件” 就有關非新加坡元支票截留系統票據或在其背景之下，具有支票截留系統則例(非新加坡元結算)所介定的意思；

“客戶支票截留系統票據” 指看似或宣稱由本人或代表本人已簽署、發出或開具的從花旗銀行或賬戶中支付的支票截留系統票據(包括任何支票或匯票)，並包括宣稱由本人或代表本人已簽署、發出或開具的任何從賬戶中向任何人士支付或轉賬任何款項的指示；

“非新加坡元支票截留系統票據” 指支票截留系統則例(非新加坡元結算)中介定的“票據”一詞；

“營運者” 指支票截留系統則例或支票截留系統則例(非新加坡元結算)中被介定或視為“營運者”的任何人士；

“支票截留系統服務” 指任何一項或多項構成支票截留系統則例或支票截留系統則例(非新加坡元結算)中被介定的“支票截留系統服務”的服務或活動；

“交收” 指由支票截留系統結算所交收的花旗銀行的倉盤；

“交收安排” 指花旗銀行與新加坡金融管理局之間在按照銀行法公佈的《銀行(結算所)規例》(Banking (Clearing House) Regulations)下所作的安排及花旗銀行與新加坡金融管理局就新加坡元支票截留系統票據的結算及交收有關的所有其他安排；

“交收銀行” 具有支票截留系統則例(非新加坡元結算)所介定的意思；及

“新加坡元支票截留系統票據” 指支票截留系統則例所介定的“票據”一詞。

- 1.2 除非文意另行規定或此等支票截留系統條款明文另行規定，否則條款中介定的所有字詞及詞句將具有在此等支票截留系統條款中所使用或提述的相同意思。

2 Collection and Payment

- 2.1 Citibank may (but shall not be obliged to) submit all CTS Articles presented to Citibank for collection for CTS Clearing and/or Settlement and payment in accordance with:
- 2.1.1 the CTS Bye-Laws and Settlement Arrangement for SGD CTS Articles; and
- 2.1.2 the CTS Bye-Laws (Non-SGD Clearing) and Clearing Account Agreement for Non-SGD CTS Articles.
- 2.2 Citibank is not obliged to return any CTS Article presented to it for collection even if:
- 2.2.1 such CTS Article or the CTS Image Item of such CTS Article has been dishonoured; or
- 2.2.2 payment thereon has been refused in accordance with the CTS Bye-Laws or the CTS Bye-Laws (Non-SGD Clearing).
- 2.3 However:
- 2.3.1 if any such CTS Article has been dishonoured after presentation by Citibank for CTS Clearing and/or Settlement, Citibank will provide me with an IRD of the CTS Article; and
- 2.3.2 if Citibank returns the CTS Article to me, I will pay Citibank such fee as it may reasonably prescribe and return the IRD to Citibank.
- 2.4 Citibank is not required to replace any IRD of any CTS Article provided to me which has been misplaced or lost.
- 2.5 I will not present any IRD of any CTS Article to any person (other than Citibank) for collection or payment. Citibank may reject any altered, mutilated or defaced IRD presented by me to Citibank for collection or payment.
- 2.6 Subject to Clause 2.8 of this Supplement, where Citibank credits the Account with the amount of any CTS Article presented to it for collection:
- 2.6.1 the amount credited will not, unless otherwise agreed, constitute the available balance on the Account before Citibank receives full payment of the amount; and
- 2.6.2 Citibank will be entitled to debit the Account with the amount so credited even if such amount has become part of the available balance on the Account:
- (a) where the CTS Article or the CTS Image Item of the CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
- (b) if Citibank is required by or liable under the CTS Bye-Laws, any CTS Agreements or any Applicable Laws and Regulator Expectations to refund or make any payment to any person in respect of any payment on the CTS Article or the CTS Image Item of the CTS Article.
- 2.7 Citibank may retain for such period as it considers appropriate the CTS Articles presented to it. Citibank may destroy them, or cause them to be destroyed, at any time. Citibank will not be liable to me for any loss, damage or destruction of any of those CTS Articles howsoever caused whilst in Citibank's custody or the custody of any of its contractors or service providers.
- 2.8 Where the currency in which the CTS Article is denominated and the currency of the Account to which the amount of the CTS Article is to be credited is not the same:
- 2.8.1 Citibank may convert the amount of the CTS Article into the currency of the Account at the rate of exchange it determines in its discretion and credit the Account with the amount derived from such conversion. I shall bear any costs, expenses or fees incurred in respect of such conversion; and
- 2.8.2 the amount debited by Citibank under Clause 2.6.2 of this Supplement will be the amount which Citibank had credited the Account in respect of that CTS Article.
- 2.9 Citibank will not be obliged to give any person any notice of the non-payment or dishonour of any CTS Article presented to it for collection.

2. 託收及付款

- 2.1 花旗銀行可（但並無義務）根據下列各項提交所有交予其託收的支票截留系統票據以供支票截留系統結算及/或交收及付款：
- 2.1.1 支票截留系統則例及新加坡元支票截留系統票據的交收安排；及
- 2.1.2 支票截留系統則例(非新加坡元結算)及非新加坡元支票截留系統票據的結算賬戶協議。
- 2.2 花旗銀行並無責任歸還交予其託收的任何支票截留系統票據，縱使：
- 2.2.1 該支票截留系統票據或該支票截留系統票據的支票截留系統影像項目已不獲承兌；或
- 2.2.2 對之的付款已根據支票截留系統則例或支票截留系統則例(非新加坡元結算)遭拒絕。
- 2.3 然而：
- 2.3.1 若任何該支票截留系統票據在花旗銀行提呈以供支票截留系統結算及/或交收後被拒絕承兌，花旗銀行將向本人提供支票截留系統票據的影像退換文件；及
- 2.3.2 若花旗銀行向本人歸還支票截留系統票據，本人將支付花旗銀行所合理訂明的該等費用並向花旗銀行歸還影像退換文件。
- 2.4 花旗銀行無須替換向本人提供但已遭丟失或遺失的任何支票截留系統票據的任何影像退換文件。
- 2.5 本人將不會向任何人士(花旗銀行除外)呈交任何支票截留系統票據的任何影像退換文件作託收或支付。花旗銀行可拒絕本人呈交花旗銀行託收或支付的任何經修改、損毀或污損的影像退換文件。
- 2.6 在本補充條款第2.8條的規限下，當花旗銀行將任何向花旗銀行呈交作託收的支票截留系統票據的款項存入賬戶時：
- 2.6.1 除非另行協議，否則在花旗銀行全數收訖該存入款項前，該款項將不會構成賬戶的備用結餘；及
- 2.6.2 花旗銀行將有權從賬戶中扣除存入的款項，即使該款項已成為賬戶的備用結餘的一部份：
- (a) 若呈交作支票截留系統結算及/或交收的支票截留系統票據或支票截留系統票據的支票截留系統影像項目因任何理由被拒絕承兌；或
- (b) 若花旗銀行在支票截留系統則例、任何支票截留系統協議或任何適用法律及監管當局的期望下被規定或有責任向任何人士就支票截留系統票據或支票截留系統票據的支票截留系統影像項目的任何付款作出退還或支付任何款項。
- 2.7 花旗銀行可保留其獲呈交的支票截留系統票據一段其認為合適的時間。花旗銀行可隨時將之或安排將之銷毀。花旗銀行無須就該等支票截留系統票據在花旗銀行或其任何承辦商或服務供應商保管時因任何原因造成的任何遺失、損毀或毀壞而對本人負責。
- 2.8 支票截留系統票據以之為面值的貨幣與支票截留系統票據的款項所將存入的賬戶的貨幣不相同時：
- 2.8.1 花旗銀行可以其按酌情權決定的匯率將支票截留系統票據的款項兌換成賬戶的貨幣，並將兌換後的款項存入賬戶。本人須負責就該兌換而招致的任何費用、開支或收費；及
- 2.8.2 花旗銀行按本補充條款第2.6.2條扣除的款項將為其就該支票截留系統票據而存入賬戶的款項。
- 2.9 花旗銀行將無責任就向其呈交作託收的任何支票截留系統票據的不支付或不獲承兌而通知任何人士。

- 2.10 Citibank will be entitled to:
- 2.10.1 honour and make payment on any Customer CTS Article or a CTS Image Item of the Customer CTS Article which:
- (a) is presented in accordance with the Bills of Exchange Act, Chapter 23 of Singapore; or
 - (b) is presented for CTS Clearing and/or Settlement in accordance with the CTS Bye-Laws, the CTS Bye-Laws (Non-SGD Clearing) or any CTS Agreements; or
 - (c) by the CTS Bye-Laws, the CTS Bye-Laws (Non-SGD Clearing) or any CTS Agreements, Citibank is obliged to honour and make payment; and
 - (d) debit the Account or to require me to reimburse Citibank (in which event I will reimburse immediately) the amount paid by Citibank on the Customer CTS Article or CTS Image Item of the Customer CTS Article.
- 2.11 Citibank will not be obliged:
- 2.11.1 to require the delivery to it of any Customer CTS Article or a CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement before or after it honours or makes payment on it; and
- 2.11.2 to return to me any Customer CTS Article or a CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement which Citibank had honoured or on which Citibank had made payment.
- 2.12 Where I request for the return of any Customer CTS Article on which Citibank has made payment, Citibank may take the steps necessary to retrieve the Customer CTS Article. I will pay Citibank the fee prescribed by it and reimburse Citibank for all costs and expenses incurred by it for doing so, regardless of whether Citibank is successful in securing the return of the Customer CTS Article.
- 2.13 Citibank can honour and pay on any Customer CTS Article which has been signed without my stamp or seal and can dishonour and reject any Customer CTS Article which bears my stamp or seal.
- 2.14 Citibank may despatch to me any IRD, any CTS Image Item or any Customer CTS Article in any manner as Citibank may consider appropriate, at my sole risk and without liability to Citibank.
- 3 Cheque Truncation System - Limitation of Liability**
- 3.1 Citibank will not be liable to me for any Losses caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- 3.1.1 any virus, default, defect, deficiency or malfunction in and/or any breakdown, disruption or failure of any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by Citibank or any person) for the purpose of or in connection with the CTS Clearing and/or Settlement;
- 3.1.2 the cessation or interruption of the availability or operation of services provided by the Operator and/or the MAS and/or the Settlement Bank in respect of CTS Clearing and/or Settlement;
- 3.1.3 any act, neglect or omission of the Operator, the MAS, and/or any person providing any equipment or service required for or in connection with CTS Clearing and/or Settlement;
- 3.1.4 any payment by Citibank on any Customer CTS Article or any CTS Image Item of the Customer CTS Article presented for CTS Clearing and/or Settlement which has been altered or forged in any way and/or any debit by Citibank of any Account in respect of the amount of such payment; and
- 3.1.5 the failure or refusal of Citibank to accept, honour and/or make payment on any Customer CTS Article or any CTS Image Item of such Customer CTS Article.

- 2.10 花旗銀行將有權：
- 2.10.1 承兌及支付：
- (a) 根據《匯票法》(Bills of Exchange Act) (新加坡法例第23章)呈交的任何客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目；或
 - (b) 根據支票截留系統則例、支票截留系統則例(非新加坡元結算)或任何支票截留系統協議呈交支票截留系統結算及/或交收的任何客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目；或
 - (c) 按支票截留系統則例、支票截留系統則例(非新加坡元結算)或任何支票截留系統協議，花旗銀行有責任承兌及支付的任何客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目；及
 - (d) 從賬戶中扣除或要求本人向花旗銀行償付(而本人將立即償付)花旗銀行就客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目所支付的款項。
- 2.11 花旗銀行將無責任：
- 2.11.1 在其承兌或支付前或後，要求向其交付任何呈交支票截留系統結算及/或交收的客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目；及
- 2.11.2 向本人歸還任何呈交支票截留系統結算及/或交收的且花旗銀行已承兌或已支付的客戶支票截留系統票據或客戶支票截留系統票據的支票截留系統影像項目。
- 2.12 若本人要求歸還任何花旗銀行已支付的客戶支票截留系統票據，花旗銀行可採取索回客戶支票截留系統票據的必需的步驟。本人將支付花旗銀行其所訂明的費用並向花旗銀行償付其因而招致的所有費用及開支，不論花旗銀行能否成功歸還客戶支票截留系統票據。
- 2.13 花旗銀行可承兌及支付任何已簽署而未有本人的蓋印或印章的客戶支票截留系統票據並可不承兌及拒絕任何已附有本人的蓋印或印章的客戶支票截留系統票據。
- 2.14 花旗銀行可，以其認為合適的任何方式，向本人發送任何影像退換文件、任何支票截留系統影像項目或任何客戶支票截留系統票據，風險由本人承擔，花旗銀行無須負任何責任。
- 3. 支票信息處理系統 - 責任限制**
- 3.1 花旗銀行不會因以下任何一項或多項事件或事項所產生或引起的損失而向本人負責，不論是如何導致或發生：
- 3.1.1 就支票截留系統結算及/或交收而言或與其相關的任何電訊、電腦或其他電子設備或系統（無論是否由花旗銀行或任何人擁有、經營或維持）有任何病毒、違責、缺陷、不足或故障及/或任何損壞、中斷或失靈；
- 3.1.2 經營者及/或新加坡金管局及/或交收銀行所提供有關支票截留系統結算及/或交收的服務的提供及運作停止或中斷；
- 3.1.3 運營者及/或新加坡金管局及/或任何人士在提供有關支票截留系統結算及/或交收的設備或服務時的任何作為、疏忽或不作為；
- 3.1.4 花旗銀行出示作支票截留系統結算及/或交收的任何客戶支票截留系統票據或任何客戶支票截留系統票據的支票截留系統影像項目支付的款項以任何方式被更改或偽造及/或花旗銀行就該支付的金額在任何賬戶作出扣款；及
- 3.1.5 花旗銀行未能或拒絕就任何客戶支票截留系統票據的任何支票截留系統影像項目接受、兌現及/或支付款項。

3.2 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Terms, Citibank will not in any event be liable to me for any indirect or consequential Losses, or for punitive damages, whether arising from any breach of Citibank's obligations to me or otherwise.

4 Rights of Third Parties

4.1 Unless specifically provided otherwise in any of the Terms, a person other than an Indemnified Person who is not a party to the Terms or any transaction shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any of the Terms or any transaction.

4.2 Notwithstanding any provision of the Terms, nothing shall affect Citibank's right to amend, modify, supplement, rescind, replace or vary the Terms or any transaction at any time in its discretion and no prior consent from or notice to any person who is not a party to the Terms or any transaction shall be required for Citibank to exercise such rights.

5 Indemnity

5.1 Without prejudice to Clause 4 of this Supplement, the terms of Clause 12 of the General Terms and Conditions and all of the rights of Citibank shall apply to, and be conferred on each of the Indemnified Persons, all of whom shall be entitled to enforce and enjoy the benefit of Clause 12 of the General Terms and Conditions to the fullest extent allowed by Singapore law. Nothing in the foregoing sentence shall affect Citibank's right to amend, modify, supplement and/or replace the Terms in its discretion and no prior consent from or notice to any such Indemnified Persons or any third party would be required for it to do so.

5.2 For the avoidance of doubt and without prejudice to Clause 4 of this Supplement, the terms of Clause 12 of the General Terms and Conditions and all of the rights of Citibank hereunder shall apply and be available to and be conferred on each of the Indemnified Persons, all of whom shall be entitled to enforce and enjoy the benefit of Clause 12 of the General Terms and Conditions to the fullest extent allowed by Singapore law, regardless of whether the losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses, including all duties, taxes and other levies, interest, actions, suits, proceedings, claims, orders, and any other demands, liabilities or loss or damage to any property or Investments or any part thereof were also caused by Citibank (except and except only for such loss or damage which results directly and solely from Citibank's fraud, wilful misconduct or gross negligence).

6 Custodian Services

6.1 All duties under the Trustees Act, Chapter 337 of Singapore are excluded other than those that apply to bare trustees and Citibank's sole duties and obligations in respect of the custody of the Custody Assets are as specified in the Terms.

6.2 Without prejudice to Section III of the General Terms and Conditions and Clause 6.1 of this Supplement above, where I am not an accredited investor, institutional investor or expert investor, as the respective expressions are defined in the Securities and Futures Act, Chapter 289 of Singapore, I acknowledge and agree that:

- (a) the Custody Assets will be held on behalf of me by Citibank in an account designated as "trust" or "customer" and are segregated from Citibank's proprietary assets or in a custody account maintained by Citibank with certain specified custodians;
- (b) Citibank may withdraw the Custody Assets from the custodian account and deposit the Custody Assets with an approved clearing house, a recognised clearing house, a member of a clearing facility or a member of an organised market: (a) for the purposes of entering into, facilitating the continued holding of any position in, or facilitating a transaction in, any capital markets products (as defined in the Securities and Futures Act, Chapter 289 of Singapore) on my behalf on the organised market; (b) for the purpose of the clearing or settlement of any capital markets products on the clearing facility for me; or (c) for any other purpose specified under the business rules and practices of the approved clearing house, organised market or clearing facility, as the case may be;
- (c) my Custody Assets in the custody account will be commingled with the assets of other customers of Citibank in an omnibus client account;

3.2 在無損於前文所述的一般性的情況下及不管條款的其他任何條文，花旗銀行無論如何無須就任何間接或相應損失，或懲罰性損害負責，無論是因違反花旗銀行對本人的義務或以其他方式所產生。

4. 第三者權利

4.1 除非在任何條款另外特別訂明，獲彌償人士以外而非條款或任何交易一方的人士在新加坡法例第53B章《合約(第三者權利)法案》(Contracts (Rights of Third Parties) Act)下並無權利執行任何條款或任何交易。

4.2 不管條款的任何條文，花旗銀行以其酌情權隨時修訂、修改、補充、撤銷、替代或更改條款或任何交易的權利並不受影響，且花旗銀行行使該等權利並不須非條款或任何交易的一方的任何人士的事先同意或向其作出通知。

5. 彌償

5.1 在不損害本補充條款第4條的原則下，一般條款及細則的第12條的條文及花旗銀行的所有權利均適用於及被授予每一位獲彌償人士，全體均可根據在新加坡法律容許的最大範圍內有權執行及享有一般條款及細則的第12條下的利益。前述文句並不影響花旗銀行以其酌情權去修訂、修改、補充及/或取替條款的權利，亦無須取得任何該等獲彌償人士或任何第三方的事先同意或對其作出通知。

5.2 為免生疑問及在不損害本補充條款第4條的原則下，一般條款及細則的第12條的條款及花旗銀行在此下的所有權利均適用於及提供予及被授予每一位獲彌償人士，全體均可根據在新加坡法律容許的最大範圍內有權執行及享有一般條款及細則的第12條下的利益，而不論損失、損害、費用(包括完全彌償基準上的法律費用)、罰款、開支(包括所有稅項、稅款及其他徵費)、利息、行動、訴訟、法律程序、申索、命令及任何其他要求、債項或對任何物業或投資或其中的任何部份造成的損失或損害是否也由花旗銀行導致(僅純粹因花旗銀行的欺詐、故意的不當行為或嚴重疏忽所直接造成的損失除外)。

6. 保管服務

6.1 除了新加坡法例第337章《受託人法》中適用於被動受託人的職責及條款中指定花旗銀行有關證券託管僅有的義務和責任外，受託人法下的所有職責均被免除。

6.2 在不影響一般條款及細則III部分及此補充條款第6.1條下，如本人不是新加坡法例第289章《證券及期貨法》下各個詞句所定義的認可投資者、機構投資者或專家投資者，本人確認及同意：

- (a) 花旗銀行會代表本人持有受保管資產，該資產會存放於“信託”或“客戶”賬戶，或花旗銀行管理的指定保管人的賬戶，與花旗銀行的資產分開；
- (b) 花旗銀行可由保管人的賬戶提取受保管資產並將其存入獲批准的結算所、認可結算所、結算服務機構成員或有組織市場成員：(a) 以代表本人在有組織市場上進入或促進任何資本市場產品（按新加坡法例第289章《證券及期貨法》所定義）的持續持有或交易；(b) 以在結算服務機構協助本人結算或處理任何資本市場產品；或(c) 以達成結算機構或有組織市場的業務細則及慣例下的其他目的（視情況而定）；
- (c) 本人保管人賬戶中的受保管資產會與其他客戶的資產於代理賬戶中混合；

- (d) where my Custody Assets are held in an omnibus account, there is a risk that there could be a shortfall of any particular type of Custody Assets. If there is such a shortfall, there are rules as to how to allocate the assets among the customers (including me), depending on the circumstances. The distribution depends on a number of factors, such as the number of claimants and the timing of the payments. I may not receive my full entitlement and may share in that shortfall among the other customers;
- (e) if the custodian with which the custody account is maintained becomes insolvent, my Custody Assets would (in general) be ring-fenced from the custodian's personal assets and liabilities and not be subject to attachment by creditors of the custodian. Accordingly, in the insolvency of the custodian, the effect of the Custody Assets being held on trust is that these do not belong to the custodian and would not be available for distribution of the general body of creditors of the custodian. There may, however, be realised or paid out of the proceeds of the assets, costs and expenses and other amounts due or payable by the customers to the custodian. If there is a shortfall in the assets that are held by the custodian for its customers (including me), I may not receive my full entitlement and may share in that shortfall among the other customers. The liquidator or other insolvency official of the custodian may have recourse against the assets in respect of the expenditure incurred in relation to the holding of the assets on trust; and
- (f) in respect of Custody Assets which are denominated in a foreign currency and are deposited by Citibank in a custody account with a custodian outside Singapore which is licensed, registered or authorised to act as custodian in the country or territory where such account is opened and maintained in accordance with Clause 32.7 of the Terms, the laws and practices relating to custody accounts in the jurisdiction under which the custodian is licensed, registered or authorised may be different from the laws and practices in Singapore relating to custody accounts and that any such differences may affect my ability to recover the Custody Assets deposited in the custody account.

7 Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation ("SDIC"), for up to S\$75,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured. For more information, please refer to SDIC's website at sdic.org.sg.

8 Investment products

8.1

8.1.1 EIPs

In the case of an investment product which is an "Excluded Investment Product" (an "EIP") as defined in the Notice on the Sale of Investment Products [SFA 04- N12] (as may be amended or revised from time to time) issued by the MAS, Citibank and its representatives only provide execution-only services in relation to transactions and intended transactions in the EIP and do not provide any advice and recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so.

8.1.2 SIPs

In the case of an investment product which is a SIP, each as defined in the Notice on the Sale of Investment Products [SFA 04- N12] (as may be amended or revised from time to time) issued by the MAS:

- (a) where I am an individual who is not an accredited investor, institutional investor or expert investor, as the respective expressions are defined in the Securities and Futures Act, Chapter 289 of Singapore ("Retail Investor"), I may at any time request for advice or recommendations regarding the transactions or intended transactions in the SIP;

- (d) 若本人的受保管資產存放於代理賬戶，該受保管資產可能會出現有差額的風險。若有差額出現，將視情況而定根據規則分配資產予不同客戶（包括本人）。該分配會考慮多個因素，例如申索人的數目及付款時間。本人未必可以取回全數資產，並可能須與其他客戶共同承擔差額；

- (e) 若資產保管人破產，本人的受保管資產會與保管人的個人資產及債務分開，而本人的受保管資產不會被保管人的債權人申索。因此，在保管人破產的情況，受保管資產以信託方式持有的效果是該等受保管資產並不屬於保管人因而不可供保管人的債權人分派。然而，部分受保管資產可能須套現用作償還客戶應向保管人支付的費用。若破產保管人為客戶所保管的資產有差額出現，本人未必可以取回全數資產，並可能須與其他客戶共同承擔差額。清盤人或其他破產管理人員可能可以就資產信託所須付的支出提出申索；及

- (f) 若受保管資產以外幣為單位並由花旗銀行存放於新加坡境外的保管人賬戶，而該保管人是持牌、註冊及獲授權於該國家或地區作保管人並且該賬戶是按照本條款第32.7條開立及管理，該國家的法律及慣例可能與新加坡有所差異，而該差異可能會影響本人取回境外保管人賬戶中的受保管資產。

7. 存款保險計劃

每家成員銀行每位新加坡元的非銀行存款人在法律上受新加坡存款保險公司相當於總數新加坡元\$75,000的保障。外幣存款、雙貨幣投資、結構性存款及其他投資產品不予受保。有關更多資料，請瀏覽新加坡存款保險公司的網頁sdic.org.sg。

8. 投資產品

8.1

8.1.1 除外投資產品

如投資產品在《投資產品銷售通知》[通知編號SFA 04-N12]（可能不時修訂及調整）下被定義為由新加坡金管局發行的“除外投資產品”（“除外投資產品”），花旗銀行及其代表只會提供執行有關除外投資產品的交易及預期交易的服務而不會或不承擔責任提供任何意見及建議，或任何陳述、觀點、意見或其他表述（不論書面或口頭）。

8.1.2 特定投資產品

如投資產品每項在《投資產品銷售通知》[通知編號SFA 04-N12]（可能不時修訂及調整）下被定義為由新加坡金管局發行的特定投資產品：

- (a) 如本人是個人而不是新加坡法例第 289 章《證券及期貨法》下各個詞句所定義的認可投資者、機構投資者或專家投資者（“零售投資者”），本人可隨時要求獲得有關特定投資產品的交易或預期交易的意見及建議；

<p>(b) where I am not a Retail Investor, Citibank and its representatives will only provide execution only services in relation to transactions and intended transactions in the SIP and will not provide any advice or recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so; and</p> <p>(c) where I request for advice or recommendation under Clause 8.1.2(a) of this Supplement, I agree that additional terms and conditions may apply and such advice or recommendation is not provided as a service.</p>	<p>(b) 如本人不是零售投資者，花旗銀行及其代表只會提供執行有關特定投資產品的交易及預期交易的服務而不會或不承擔責任提供任何意見及建議，或任何陳述、觀點、意見或其他表述（不論書面或口頭）；及</p> <p>(c) 本人要求根據本補充條款第8.1.2(a)條獲得意見及建議，本人同意附加條款及細則可能適用，並此意見及建議非以一項服務提供。</p>
<p>8.1.3 Other Investment Products</p> <p>In the case of an investment product which is neither an SIP nor an EIP, Citibank and its representatives will only provide execution only services in relation to transactions and intended transactions in such investment product and will not provide any advice or recommendations or any representation, view, opinion or other statement (whether written or oral), nor assume any responsibility to do so.</p>	<p>8.1.3 其他投資產品</p> <p>除投資產品既不是除外投資產品亦非特定投資產品，花旗銀行及其代表將只會提供執行該等投資產品的交易及預期交易的服務而將不會或不承擔責任提供任何意見及建議，或任何陳述、觀點、意見或其他表述（不論書面或口頭）。</p>
<p>9 Non-reliance on Advice, Recommendations or Investment Information and Exclusions of Liability</p>	<p>9. 不依賴意見、建議或投資資料及排除責任</p>
<p>9.1 Subject only to Clause 8.1.2(a) of this Supplement, Citibank is not obliged to give advice or make recommendations, even if I had requested for advice or recommendations.</p>	<p>9.1 只在第8.1.2(a)條的規限下，花旗銀行沒有義務提供意見或提出建議，即使本人要求獲得意見或建議。</p>
<p>9.2 Citibank does not assume any responsibility to me in respect of any advice or recommendations that may be given to me from time to time.</p>	<p>9.2 對於可能不時給予本人的任何意見或建議，花旗銀行對本人不承擔任何責任。</p>
<p>9.3 Notwithstanding that Citibank may from time to time make available to me reports, analyses or other materials and information in relation to Investments ("Investment Information"), on request by me or otherwise, I represent, warrant and fully understand and agree that:</p>	<p>9.3 儘管花旗銀行可不時應本人要求或其他情況，向本人提供與投資有關的報告、分析或其他材料及資料(“投資資料”)，本人陳述、保證及完全明白及同意：</p>
<p>9.3.1 any Investment Information which is provided to me will be strictly for my own use and reference only and will not constitute an offer, or the solicitation of an offer, to me or to any third person to purchase such Investments nor advice or recommendations regarding such Investments;</p>	<p>9.3.1 本人獲提供的投資資料將只限本人使用及參閱，且將不會構成要約或游說要約本人或任何第三者購買該等投資，亦非該等投資的意見或建議；</p>
<p>9.3.2 Citibank is not obliged to provide me with any Investment Information, or any representation, view, opinion or other statement (whether written or oral);</p>	<p>9.3.2 花旗銀行並無責任向本人提供投資資料，或任何陳述、觀點、意見或其他表述（不論書面或口頭）；</p>
<p>9.3.3 all my Investments are made solely upon my judgement and independent appraisal and at my discretion;</p>	<p>9.3.3 本人所有投資均純粹按本人的判斷及獨立評估及本人的酌情權進行；</p>
<p>9.3.4 all my Investments are made without reliance on any Investment Information Citibank may have provided to me;</p>	<p>9.3.4 本人所有投資均在沒有依賴花旗銀行可能已向本人提供的投資資料下進行；</p>
<p>9.3.5 I acknowledge and agree that no communication that I receive from Citibank in respect of any potential Investment (including in any financial product) shall be deemed to be an assurance or guarantee as to the expected returns or performance of such Investments;</p>	<p>9.3.5 本人確認及同意，本人從花旗銀行獲得的任何有關潛在投資（包括任何金融產品）的通訊將不會被視為對該等投資的預期收益或表現的保證或擔保；</p>
<p>9.3.6 if Citibank does provide any Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral), none of the Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral), is personalised or in any way tailored to reflect my particular financial situation, investment experience or investment objectives. Therefore, I will seek my own independent advice before making any investment decision;</p>	<p>9.3.6 若花旗銀行提供任何投資資料或任何意見或建議或任何陳述、觀點、意見或其他表述（不論書面或口頭），該投資資料或任何意見或建議或任何陳述、觀點、意見或其他表述（不論書面或口頭）均不是私人或以任何方式反映本人的特定財務狀況、投資經驗或投資目標所定制。因此，本人在作出任何投資決定前會尋求本人自己的獨立意見；</p>
<p>9.3.7 if Citibank does provide any Investment Information or any advice or recommendation or any representation, view, opinion or other statement (whether written or oral):</p>	<p>9.3.7 若花旗銀行提供任何投資資料或任何意見或建議或任何陳述、觀點、意見或其他表述（不論書面或口頭）：</p>
<p>(a) it is not provided as a service;</p> <p>(b) Citibank shall not be liable for any Losses (whether direct, indirect or consequential) arising from or incurred by me in connection therewith;</p>	<p>(a) 這並非以一項服務提供；</p> <p>(b) 花旗銀行無須就與之有關並由本人引起或招致的任何損失(不論直接、間接或相應)負責；</p>

- (c) at all times, Citibank does not act as my adviser or fiduciary and I do not rely and have not relied upon Citibank as such;
- (d) at all times, I do not rely and have not relied on such Investment Information or advice or recommendation, or any representation (whether written or oral), view, opinion or other statement in making my investment decision; and
- 9.3.8 Citibank shall not be responsible or liable for the accuracy and completeness of any such Investment Information and their contents or information therein, the performance or outcome of any Investment made by me after receipt thereof nor any advice or recommendation, representation (whether written or oral), view, opinion or other statement provided by Citibank, any Citigroup Company, Nominees, and Agents and every director, officer, employee or agent of the foregoing, irrespective of whether or not such Investment Information, or advice or recommendation, representation (whether written or oral), view, opinion or other statement was provided at my request. Accordingly, any risk associated with and any Losses suffered as a result of my entering into any Investment are for my account and Citibank shall not be liable for any Losses arising from or incurred by me in connection therewith.
- 9.4 Without prejudice to any provision of Clauses 9.1, 9.2, 9.3 and 9.5 of this Supplement, I acknowledge and agree that I will make an independent analysis and decision with respect to all dealings with any Investments, and every Investment shall be deemed to be undertaken by me in reliance only upon my own judgement and not in reliance upon any view, representation (whether written or oral), advice, recommendation, opinion, report, analysis, material, information or other statement by Citibank or any of its Agents, Nominees, directors, officers or employees. I agree and acknowledge that I am aware that Citibank does not hold out any of its Agents, Nominees, directors, officers or employees as having any authority to advise me, and Citibank does not purport to advise me on the terms of, or any other matters connected with any Investment.
- 9.5 Without prejudice to any provision of Clauses 9.1, 9.2, 9.3 and 9.4 of this Supplement, when I instruct Citibank to enter into any transaction, I do so on the basis that:
- (a) I understand the terms and conditions of the transaction;
- (b) I understand and have assessed the nature, merits and risks of the transaction;
- (c) I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses;
- (d) I have had the opportunity to ask questions and seek independent advice from a suitably qualified adviser where necessary; and
- (e) I consider that the transaction is suitable for me in all the circumstances.

10 Incapacity

Without prejudice to Clause 23 of the General Terms and Conditions, in the event of my or my Joint Account Holder's loss of mental capacity, where I have or my Joint Account Holder has executed a Lasting Power of Attorney under the provisions of the Mental Capacity Act, Chapter 177A of Singapore, any Account will be dealt with in accordance with the instructions of the donee of the Lasting Power of Attorney subject to such limitations imposed therein and by law. Where a Lasting Power of Attorney has been executed, the provisions of Clause 23 of the General Terms and Conditions shall not apply insofar as they relate to loss of mental capacity.

11 Dual currency investments

- 11.1 I understand that by purchasing a dual currency investment, I am giving Citibank the right to repay me at a future date in an alternative currency that is different from the currency in which my initial investment was made, regardless of whether I wish to be repaid in the alternative currency at that time. Dual currency investments are subject to foreign exchange fluctuations which may affect the return of my investment. Exchange controls may also be applicable to the currencies my investment is linked to. I may incur a loss on my principal sum in comparison with the base amount initially invested.

- (c) 時刻，花旗銀行並非本人的顧問或受信人，而本人在作投資決定時不會及從不因此依賴花旗銀行；
- (d) 時刻，本人在作出投資決定時不會及從不依賴該等投資資料或意見或建議或任何陳述（不論書面或口頭）、觀點、意見或其他表述；及

9.3.8 花旗銀行無須就任何該等投資資料及當中的內容或資料的準確性及完整性，本人在收到該等報告、分析、內容或資料或其他材料及資料或花旗銀行、任何花旗集團公司、代名人及代理及前述的各董事、高級職員、僱員或代理人所提供的任何忠告或建議、陳述（不論書面或口頭）、觀點、意見或其他表述後所作出的任何投資的表現或結果負責，不論該等投資資料或意見或建議、陳述（不論書面或口頭）、觀點、意見或其他表述是否應本人的要求提供。據此，因本人訂立任何投資有關的任何風險及蒙受的任何損失均由本人承擔，而花旗銀行無須就本人因之而產生或招致的任何損失負責。

9.4 在無損於本補充條款第9.1、9.2、9.3及9.5條的任何條文下，本人確認及同意本人將就任何投資的所有買賣作獨立分析及決定，及每項投資應被視為由本人只依賴本人的判斷而進行，而並不是依賴花旗銀行或其任何代理、代名人、董事、高級職員或僱員的任何觀點、陳述（不論書面或口頭）、忠告、建議、意見、報告、分析、材料、資料或其他表述。本人同意及確認本人知悉花旗銀行並沒有表示其任何代理、代名人、董事、高級職員或僱員具有任何權限給予本人意見，及花旗銀行並沒有宣稱就任何投資的條款或與任何投資有關的任何其他事項給予本人意見。

9.5 在無損於本補充條款第9.1、9.2、9.3及9.4條的任何條文下，當本人指示花旗銀行訂立任何交易時，本人作出指示的基準為：

- (a) 本人明白交易的條款及細則；
- (b) 本人明白及已評估交易的性質、價值及風險；
- (c) 本人已考慮與交易相關的潛在損失，並擁有足夠資本完全地承擔該等損失；
- (d) 本人有機會提出問題及在必要時從合適的合資格顧問尋求獨立意見；及
- (e) 本人認為在任何情況下交易均適合本人。

10. 無行為能力

在不影響一般條款及細則的第23條的情況下，如果本人或本人的聯名賬戶持有人喪失精神行為能力，而本人或本人的聯名賬戶持有人根據新加坡法例第177A章《精神行為能力法》的規定簽訂了持久授權書，任何賬戶將根據持久授權書的受讓人指示處理，但須受到其中及法律規定的限制。如有簽訂持久授權書，一般條款及細則的第23條將在涉及無精神行為能力時不適用。

11. 雙貨幣投資

- 11.1 本人明白通過購買雙貨幣投資，本人授予花旗銀行權力在未來日期以與本人最初投資的貨幣不同的替代貨幣付還，無論本人當時是否願意以替代貨幣付還。雙貨幣投資受外匯波動的影響，可能會影響本人投資的回報。外匯管制亦可能適用於本人的投資與之相關的貨幣。與最初投資的基本金額相比，本人可能會遭受本金的損失。

11.2 I understand that I should seek advice from a licensed or an exempt financial adviser before making a commitment to invest in a dual currency investment. In the event that I choose not to seek advice from a licensed or an exempt financial adviser, I should carefully consider whether the dual currency investment is suitable for me.

12 The Financial Disputes Resolution Centre Ltd ("FIDReC")

FIDReC was launched on 31 August 2005 and is an independent and impartial institution specialising in the resolution of disputes between financial institutions and consumers. Citibank, N.A., Singapore Branch has subscribed to and is a member of FIDReC.

13 E-Payments

Please refer to privatebank.citibank.com/ivc/docs/MAS-EPaymentGuidelines.pdf for important information regarding your duties as described in the E-Payments User Protection Guidelines issued by the Monetary Authority of Singapore.

11.2 本人明白，在承諾進行雙貨幣投資前，本人應該向持牌或被豁免的財務顧問尋求意見。如本人選擇不向持牌或被豁免的財務顧問尋求意見，本人應該仔細考慮雙貨幣投資是否適合本人。

12. 新加坡金融業糾紛解決中心有限責任公司

新加坡金融業糾紛解決中心有限責任公司於2005年8月31日成立，是一家獨立及公正的機構，專門解決金融機構與消費者之間的糾紛。花旗銀行新加坡分行已登記成為新加坡金融業糾紛解決中心有限責任公司的成員之一。

13. 電子支付

有關新加坡金管局發出的電子支付用戶保障指引下關於您的責任的重要資訊，請瀏覽privatebank.citibank.com/ivc/docs/MAS-EPayment-Guidelines.pdf。

HONG KONG SUPPLEMENT

This Supplement is supplemental and forms part of the Terms governing my relationship with Citibank N.A., Hong Kong branch where Booking Services are provided to me by Citibank, N.A., Hong Kong branch.

1 e-Cheques Deposit Services

Clause 1 of this Supplement contains the terms and conditions which shall govern the provision of e-Cheques Deposit Services to me by CPB HK.

1.1 Meaning of Words

For the purpose of Clause 1 of this Supplement, the following terms have the meanings prescribed below:

“Bills of Exchange Ordinance” means the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong), as may be amended from time to time;

“Clearing House” means Hong Kong Interbank Clearing Limited and its successors and assigns;

“e-Cheque” means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi;

“e-Cheque Drop Box” or “e-Cheque Drop Box Service” means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

“e-Cheque Drop Box Account” means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

“e-Cheque Drop Box Terms” means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service;

“e-Cheques Deposit Services” means the services offered by CPB HK to customers from time to time for depositing e-Cheques;

“Industry Rules and Procedures” means the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by the Clearing House and the banking industry from time to time;

“Payee Bank” means the bank at which a Payee Bank Account is held;

“Payee Bank Account” means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with CPB HK into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee; and

“Payer Bank” means the bank which digitally signed an e-Cheque created by its customer.

1.2 Nature and scope of e-Cheques Deposit Services

1.2.1 CPB HK may provide e-Cheques Deposit Services at its discretion. I acknowledge and agree that if I use e-Cheques Deposit Services, I shall be deemed to have accepted these terms and conditions relating to e-Cheques Deposit Services, as may be amended by CPB HK from time to time. CPB HK shall have the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services, including, without limitation, the service hours and any fees and charges in relation to the e-Cheques Deposit Services. All obligations of CPB HK in relation to the provision of e-Cheques Services are obligations to be performed in the Hong Kong Special Administrative Region of the People's Republic of China only.

香港補充條款

本補充條款構成條款的一部分以規管花旗銀行香港分行向本人提供記賬服務時本人與花旗銀行香港分行的關係。

1. 電子支票存入服務

本補充條款第1條包含規管由花旗銀行香港分行向本人提供的電子支票存入服務的條款及細則。

1.1 定義

就此第1條而言，下列詞語具下列定義：

“匯票條例” 指《匯票條例》(香港法例第19章)，及對其不時修訂之版本。

“結算所” 指香港銀行同業結算有限公司及其繼承人及受讓人。

“電子支票” 指以電子紀錄（按《電子交易條例》(香港法例第553章)定義)形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

“電子支票存票”或“電子支票存票服務” 指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務賬戶，方可出示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

“電子支票存票服務賬戶” 指電子支票存票服務的使用者賬戶，每位電子支票存票服務使用者必須先跟結算所登記其使用者賬戶方可使用電子支票存票服務出示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

“電子支票存票服務條款” 指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務及其使用。

“電子支票存入服務” 指由花旗銀行不時向客戶為存入電子支票而提供的服務。

“業界規則及程序” 指結算所及銀行業界就規管電子支票的處理而不時訂定及/或採用的規則及運作程序。

“受款人銀行” 指受款人賬戶所在的銀行。

“受款人賬戶” 就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在花旗銀行持有的銀行賬戶，而該賬戶可以是受款人的個人名義賬戶或受款人的聯名賬戶。

“付款人銀行” 指為其客戶簽發的電子支票作出數碼簽署的銀行。

1.2 電子支票存入服務的性質及範圍

1.2.1 花旗銀行香港分行可根據其酌情權提供電子支票存入服務。本人確認及同意如本人使用電子支票存入服務，本人將被視為接受此等有關電子支票存入服務的條款及細則及花旗銀行香港分行對其不時修訂之版本。花旗銀行香港分行有權不時制訂或修改有關使用電子支票存入服務之條件，包括，但不限於，有關電子支票存入服務的服務時間及任何費用及收費。花旗銀行香港分行就有關提供電子支票服務之所有責任，均為只於中國香港特別行政區中履行的責任。

1.2.2	The provisions in these Terms which apply to paper cheques or generally to CPB HK's services continue to apply to e-Cheques and CPB HK's e-Cheque Deposits Services to the extent that they are relevant and not inconsistent with the provisions of the terms and conditions relating to e-Cheques Deposit Services under Clause 1 of this Supplement. In case of any inconsistency between the terms and conditions relating to e-Cheques Deposit Services under Clause 1 of this Supplement and the Terms, the former shall prevail with respect to the e-Cheques Deposit Services.	1.2.2	此等條款中適用於紙張支票或普遍適用於花旗銀行香港分行之服務的條文，如其與電子支票及花旗銀行香港分行之電子支票存入服務相關，及與本補充條款第1條下的電子支票存入服務之條款及細則沒有抵觸，將繼續適用於電子支票及花旗銀行香港分行之電子支票存入服務。就電子支票存入服務而言，如有關本補充條款第1條下的電子支票存入服務之條款及細則與條款之間存在抵觸，則以前者為準。
1.2.3	In order to use e-Cheques Deposit Services, I understand and agree that I have to provide such information and documents and accept such terms and conditions which may be required or prescribed by CPB HK and the Clearing House, respectively, from time to time. I may also be required to sign forms and documents prescribed by CPB HK from time to time.	1.2.3	為使用電子支票存入服務，本人明白及同意本人須提供予花旗銀行香港分行及結算所分別不時要求或指定的資料及文件，並須接受花旗銀行香港分行及結算所分別不時要求或指定的條款及細則。本人/亦可能需要簽署花旗銀行香港分行不時指定的表格及文件。
1.2.4	The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with CPB HK using the e-Cheque Drop Box Service provided by the Clearing House. CPB HK may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by CPB HK from time to time, including Hong Kong dollars, US dollars or Renminbi.	1.2.4	電子支票存入服務可容許透過使用結算所提供的電子支票存票服務，出示電子支票以存入花旗銀行香港分行。花旗銀行香港分行可就以花旗銀行香港分行不時指明的貨幣(包括港元、美元或人民幣)簽發的電子支票，提供電子支票存入服務。
1.3 e-Cheque Drop Box Service		1.3 電子支票存票服務	
1.3.1	The e-Cheque Drop Box Service is provided by the Clearing House. I agree to be bound by the e-Cheque Drop Box Terms in relation to my use of the e-Cheque Drop Box Service. I am solely responsible for performing my obligations under the e-Cheque Drop Box Terms.	1.3.1	電子支票存票服務由結算所提供。就本人使用電子支票存票服務，本人同意受電子支票存票服務條款約束。本人須自行負責履行電子支票存票服務條款下的責任。
1.3.2	In order to use the e-Cheque Drop Box Service, I am required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account(s) for presenting e-Cheques. I am allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is my same-name account or an account other than my same-name account. I am responsible for the presentment of all e-Cheques by me or any other person using my e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than my same-name account).	1.3.2	為使用電子支票存票服務，電子支票存票服務條款要求本人登記電子支票存票服務賬戶連同一個或多個受款人賬戶，以供出示電子支票。電子支票存票服務條款容許本人以本人同名賬戶或本人同名賬戶以外的其他賬戶作為受款人賬戶登記電子支票存票服務賬戶。本人須就本人或任何其他人士使用本人的電子支票存票服務賬戶出示的所有電子支票負責(包括任何向本人同名賬戶以外的受款人賬戶出示的電子支票)。
1.3.3	Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. CPB HK may (but have no obligation to) provide reasonable assistance to me. In particular, CPB HK does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On my request, CPB HK may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by CPB HK relating to an e-Cheque deposited using my e-Cheque Drop Box Account.	1.3.3	任任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。花旗銀行香港分行可以(但無責任)向本人提供合理協助。尤其是花旗銀行香港分行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像。如本人要求，花旗銀行香港分行可以(但無責任)提供使用本人之電子支票存票服務賬戶存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他花旗銀行香港分行同意提供有關該電子支票的資料。
1.3.4	CPB HK gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, I bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.	1.3.4	花旗銀行香港分行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，本人須承擔有關使用電子支票存票服務的責任及風險。本人或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，花旗銀行香港分行無須負責。
1.4 Handling of e-Cheques, associated risks and CPB HK's liabilities		1.4 電子支票的處理、相關風險及花旗銀行香港分行的責任	
1.4.1 Handling of e-Cheques		1.4.1 電子支票的處理	
	I understand that CPB HK has to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to me. Accordingly, CPB HK is entitled to collect any e-Cheque payable to me by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong) may not expressly provide for presentment of e-Cheques or may specify another manner for presentment of cheques.		本人明白花旗銀行香港分行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向本人簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，花旗銀行香港分行有權按業界規則及程序，向付款人銀行出示任何向本人簽發的電子支票，以收取款項。

1.4.2 Restriction of CPB HK's liability

Without reducing the effect of the provisions of the Terms:

- (a) CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by me or any other person, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, arising directly and solely from CPB HK's negligence or wilful default or that of CPB HK's officers, employees or agents; and
- (b) in particular and for clarity, CPB HK is not liable for loss, damage or expense of any kind which I or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by me or any other person, or the e-Cheque Drop Box Terms;
 - (ii) my failure to comply with my obligations relating to the e-Cheques Deposit Services;
 - (iii) presentment of any e-Cheque payable to me in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance (Cap. 19 of the Laws of Hong Kong);
 - (iv) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond CPB HK's reasonable control; and
 - (v) in no event will CPB HK be liable to me or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

1.4.3 Confirmation and indemnity

- (a) I accept the restriction of liabilities and disclaimers imposed by CPB HK and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House, respectively. I accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- (b) Without reducing the effect of any indemnity given by me under the Terms or any other rights or remedies that CPB HK may have, I will indemnify CPB HK and its officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by me or any of them and all actions or proceedings which may be brought by or against CPB HK or any of them as a result of or in connection with CPB HK's provision of the e-Cheques Deposit Services or my use of the e-Cheques Deposit Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable, arising directly and solely from CPB HK's negligence or wilful default or that of CPB HK's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

1.4.2 花旗銀行香港分行責任的限制

在不減低條款內之條款效的情況下：

- (a) 本人或任何其他人士因使用電子支票存入服務，或本人或任何其他人士出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，花旗銀行香港分行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見，直接且完全由於花旗銀行香港分行或花旗銀行香港分行人員、僱員或代理的疏忽或故意失責導致；及
- (b) 為求清晰，現明確如下，本人或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，花旗銀行香港分行無須負責：
 - (i) 本人或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (ii) 本人未遵守有關電子支票存入服務的責任；
 - (iii) 按業界規則及程序出示向本人簽發的電子支票，而無須顧及匯票條例的條文；
 - (iv) 任何由於或歸因於花旗銀行香港分行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
 - (v) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，花旗銀行香港分行均無須向本人或任何其他人士負責。

1.4.3 確認及彌償

- (a) 本人須接受花旗銀行香港分行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。本人接受及同意承擔存入電子支票的風險及責任。
- (b) 在不減低本人在條款提供的任何彌償或於花旗銀行香港分行享有的任何其他權利或補償的情況下，花旗銀行香港分行及其人員、僱員及代理（或任何一人）有關或因花旗銀行香港分行提供電子支票存入服務或本人使用電子支票存入服務而令本人或他們可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及花旗銀行香港分行及其人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，本人須作出彌償並使花旗銀行香港分行及其人員、僱員及代理（或任何一人）免受損失。
- (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見，直接且完全因花旗銀行香港分行或其人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。

2 Suitability

- 2.1 Notwithstanding any other provision in the Terms, if CPB HK solicits the sale of or recommends any financial product to me, the financial product must be reasonably suitable for me having regard to my financial situation, investment experience and investment objectives. No other provision of the Terms or any other document CPB HK may ask me to sign and no statement CPB HK may ask me to make derogates from Clause 2 of this Supplement.

Note: For the purposes of Clause 2 of this Supplement, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the “SFO”), and “leveraged foreign exchange contracts” shall only be applicable to those traded by persons licensed for Type 3 regulated activity under the SFO.

- 2.2 Without prejudice to Clause 2.1 of this Supplement:

- 2.2.1 except where CPB HK has agreed in writing to manage investments for me on a discretionary basis-

- (a) to the extent not inconsistent with Applicable Laws and Regulator Expectations, I acknowledge and agree that CPB HK's advice and recommendations to me are limited to whether a potential investment in a financial product is suitable to me and unless otherwise agreed in writing between CPB HK and me, CPB HK does not owe me any fiduciary or equitable duties;
- (b) I acknowledge and agree that all transactions in respect of the Account will be executed and effected by CPB HK in accordance with my Instructions and at my own risk (after having assessed and understood (among other things) the terms and conditions, merits and risks of each transaction);
- (c) CPB HK will not monitor the investments in my Account and/or advise me on an ongoing or holistic basis on the making and disposal of investments and the entering into or unwinding of transactions in my Account. Accordingly, CPB HK does not guarantee the continued suitability of any transaction or investment in an Account

- 2.2.2 I undertake to provide CPB HK with all information which will enable it to determine whether any potential investment in any financial product is suitable for me including, amongst other things, my financial situation, investment experience and investment objectives. I further undertake to keep CPB HK updated of any changes to such information. I acknowledge and agree that if I do not provide CPB HK with such information (or any updates to such information), CPB HK may not be able to properly determine whether or not an investment is suitable for me, which could affect the recommendations given to me;

- 2.2.3 I acknowledge and agree that no communication that I receive from CPB HK in respect of any potential investment (including in any financial product) or market outlook shall be deemed to be a representation, assurance or guarantee as to the expected returns, performance or outcome of such Investments or market;

- 2.2.4 I will carefully consider any information or explanation provided by CPB HK (whether personalised or not) and will ask questions, make my own analysis and seek independent advice where appropriate. Further, I will promptly notify CPB HK if I do not understand any information or explanation provided by CPB HK (whether personalised or not) or if I consider that such information or explanation does not appropriately take into account my circumstances;

- 2.2.5 when I instruct CPB HK to enter into any transaction, I do so on the basis that:

- (a) I understand the terms and conditions of the transaction;
- (b) I understand and have assessed the nature, merits and risks of the transaction;
- (c) I acknowledge and agree that the transaction is executed and effected by CPB HK at my own risk;

2. 適合性

- 2.1 不管條款的其他任何條文，如花旗銀行香港分行游說本人購買或向本人推薦任何金融產品，該金融產品必須合理地適合本人並考慮到本人的財務狀況、投資經驗及投資目標。本協議或任何其他文件沒有其他條文花旗銀行香港分行可能要求本人簽署，亦沒有聲明花旗銀行香港分行可能要求本人作出，以減損本補充條款第2條的效力。

註：就本補充條款的第2條而言，“金融產品”是指《證券及期貨條例》（香港法例第571章）界定的任何證券、期貨合約或槓桿式外匯買賣合約。有關“槓桿式外匯買賣合約”，僅適用於在《證券及期貨條例》下由第三類受規管活動的持牌人士進行的交易。

- 2.2 在不損害本補充條款第2.1條的原則下：

- 2.2.1 除非花旗銀行香港分行已書面同意以全權委託方式代本人管理本人的投資-

- (a) 在與適用法律及監管當局的期望沒有抵觸的範圍內，本人確認及同意花旗銀行香港分行給予本人的意見及建議僅限於對金融產品的潛在投資是否適合本人及除非花旗銀行香港分行與本人之間另有書面同意，花旗銀行香港分行沒有欠負本人任何受信或衡平法上的責任；
- (b) 本人確認及同意所有關於賬戶的交易將由花旗銀行香港分行根據本人的指示執行及實施，並（（除其他事項外）經過評估及理解每項交易的條款及細則、價值及風險後）由本人自行承擔風險；
- (c) 花旗銀行香港分行不會監控本人賬戶的投資及/或就本人賬戶投資的作出及處置及交易的訂立或放寬持續地及全面地提供意見。因此，花旗銀行香港分行並不保證任何在賬戶中的交易或投資會持續地適合本人；

- 2.2.2 本人承諾向花旗銀行香港分行提供所有資料，包括，除其他事項外，本人的財務狀況、投資經驗及投資目標，讓其可以決定任何金融產品的任何潛在投資是否適合本人。本人進一步承諾如該等資料有任何更改會向花旗銀行香港分行更新該等資料。本人確認及同意如本人不向花旗銀行香港分行提供該等資料（或任何該等資料的更新），花旗銀行香港分行可能無法正確地決定一項投資是否適合本人，並可能會影響到提供予本人的建議；

- 2.2.3 本人確認及同意本人從花旗銀行香港分行收到有關任何潛在投資（包括在任何金融產品中）或市場展望的任何資料均不應被視為對該等投資或市場的預期收益、表現或結果的陳述、保證或擔保；

- 2.2.4 本人會仔細考慮花旗銀行香港分行提供的任何資料或說明（無論是否私人化），並會在適當時候提出問題、作出本人的個人分析及尋求獨立意見。此外，如果本人不明白花旗銀行香港分行提供的任何資料或說明（無論是否私人化），或如果本人認為該等資料或說明沒有合適地考慮到本人的情況，本人將即時通知花旗銀行香港分行；

- 2.2.5 當本人指示花旗銀行香港分行進行任何交易時，本人是基於：

- (a) 本人明白交易的條款及細則；
- (b) 本人明白並已評估交易的性質、價值及風險；
- (c) 本人確認及同意由花旗銀行執行及實施的交易的風險由本人自行承擔；

- (d) I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses;
- (e) I am satisfied with the information provided by CPB HK to me in enabling me to make an informed decision;
- (f) I have had the opportunity to ask questions and seek independent advice where necessary; and
- (g) I consider the transaction is suitable for me in all the circumstances.
- 2.2.6 when making a recommendation or solicitation of a financial product to me, CPB HK will take into account my financial situation, investment experience and investment objectives which I have disclosed or which CPB HK should generally be aware of through its know-your-customer processes. Unless disclosed, CPB HK may not take into account any of my specific investments which are not held with Citibank.
- 2.2.7 CPB HK may make the following available to me: general information or explanations about investments, including its own research reports and market commentaries, as well as materials prepared by third parties. CPB HK considers such information as appropriate for persons such as me but unless expressly acknowledged by CPB HK in writing, none of this information is personalised or in any way tailored to reflect my particular financial situation, investment experience or investment objectives. Therefore, I will seek my own independent financial advice before making any investment decision; and
- 2.2.8 CPB HK does not assume any additional responsibility or obligation to me, other than those arising under these Terms or as required under Applicable Laws and Regulator Expectations.
- 2.3 Where the Hong Kong Supplement applies, Clause 11.6(14) of the General Terms and Conditions shall be deleted and replaced as follows: "Citibank gives no representation, warranty or guarantee as to the tax consequences of any transaction."
- 3 Investment Information**
- 3.1 CPB HK may from time to time make available to me reports, analysis or other materials and information in relation to investments. I represent, warrant and fully understand and agree that:
- 3.1.1 any such reports, analysis or other materials and information which is provided to me will be strictly for my own use and reference only;
- 3.1.2 CPB HK is not obliged to provide me with any reports, analysis or other materials and information or any advice or recommendation;
- 3.1.3 if CPB HK does provide such reports, analysis or other materials and information or any advice or recommendation, it is not provided as a service; and
- 3.1.4 CPB HK shall not be responsible or liable for the performance or outcome of any Investment made by me.
- 3.2 I agree to carefully consider any information provided by CPB HK pursuant to Clause 3.1 of this Supplement, and if I do not understand any such information, I will notify CPB HK and seek such further explanation from CPB HK or from any other independent financial advisor as I may deem appropriate.
- 4 Unsolicited transactions**
- 4.1 Where I instruct CPB HK to enter into a transaction which is not the result of any solicitation or recommendation by CPB HK, I agree and understand the following which shall be binding on me (to the extent not inconsistent with Applicable Laws):
- 4.1.1 CPB HK has not acted as my investment adviser and CPB HK does not owe me any fiduciary or equitable duties;
- 4.1.2 I am responsible for making my own analysis of the transaction;
- 4.1.3 CPB HK makes no representation and does not guarantee the outcome or performance of the transaction;
- (d) 本人已考慮與交易相關的潛在損失，並擁有足夠資本完全地承擔該等損失；
- (e) 本人滿意花旗銀行香港分行向本人提供的資料使本人能做出明智的決定；
- (f) 本人在有需要時有機會提出問題並尋求獨立意見；及
- (g) 本人認為在任何情況下交易均適合本人。
- 2.2.6 在向本人推薦或游說本人購買金融產品時，花旗銀行香港分行將會考慮到本人所披露及其通過“認識你的客戶”的程序一般應該注意到的本人的財務狀況、投資經驗及投資目標。除非已披露，否則花旗銀行香港分行不會考慮到本人不是在香港花旗銀行進行的任何特定的投資。
- 2.2.7 花旗銀行香港分行可以向本人提供以下資料：關於投資的一般資料或說明，包括其研究報告及市場評論，以及第三方擬備的材料。花旗銀行香港分行認為該等資料適合本人此類人，除非花旗銀行香港分行明文以書面承認，否則該等資料並非私人化或以任何形式反映本人的特定財務狀況、投資經驗或投資目標。因此，在作出任何投資決定前，本人會尋求自己的獨立財務意見；及
- 2.2.8 花旗銀行香港分行不對本人承擔任何額外的責任或義務，除了根據本條款產生或根據適用法律及監管當局的期望所規定的義務。
- 2.3 當香港補充條款適用時，一般條款及細則的第11.6(14)條應刪除及被取替如下：“花旗銀行對任何交易的稅務後果不作任何聲明、保證或擔保”。
- 3. 投資資料**
- 3.1 花旗銀行香港分行可不時向本人提供與投資有關的報告、分析或其他材料及資料。本人陳述、保證及完全明白及同意：
- 3.1.1 本人獲提供的任何該等報告、分析或其他材料及資料將只限本人使用及參閱；
- 3.1.2 花旗銀行香港分行並無責任向本人提供任何報告、分析或其他材料及資料或任何意見或建議；
- 3.1.3 若花旗銀行香港分行提供該等報告、分析或其他材料及資料或任何意見或建議，這並非以一項服務提供；及
- 3.1.4 花旗銀行香港分行無須就本人所作出的任何投資的表現或結果負責。
- 3.2 本人同意會仔細考慮花旗銀行香港分行根據本補充條款第3.1條提供的任何資料，並如果本人不明白任何該等資料，本人將(若認為合適)通知花旗銀行香港分行並向花旗銀行香港分行或任何其他獨立財務顧問尋求進一步說明。
- 4. 非應邀的交易**
- 4.1 凡本人指示花旗銀行香港分行進行不是因為花旗銀行香港分行任何應邀或建議而訂立的交易，本人同意並明白以下對本人有約束力（在不違反適用法律的範圍內）：
- 4.1.1 花旗銀行香港分行並非以本人的投資顧問的身份行事及花旗銀行香港分行沒有欠負本人任何受信或衡平法上的責任；
- 4.1.2 本人需要對本人的交易作出的分析負責；
- 4.1.3 花旗銀行香港分行不作任何陳述及不保證交易的結果或表現；

- | | |
|--|--|
| <p>4.1.4 I have had the opportunity to seek investment advice from a suitably qualified adviser;</p> <p>4.1.5 I understand the terms and conditions of the transaction;</p> <p>4.1.6 I understand and have assessed the nature, merits and risks of the transaction;</p> <p>4.1.7 I have considered the potential losses related to the transaction and I have sufficient net worth to be able to fully bear such losses; and</p> <p>4.1.8 I consider that the transaction is suitable for me in all the circumstances.</p> <p>5 Services in relation to derivative products</p> <p>Where CPB HK provides me with Services in relation to derivative products, CPB HK shall, upon my request, provide me with the product specifications and any prospectus or other offering document covering such derivative products.</p> <p>6 Rights of Third Parties</p> <p>Nothing in these Terms or any other agreement, document or instrument or arrangement between Citibank and me, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).</p> <p>7 Gross Negligence</p> <p>Any reference in the Terms to the words "gross negligence" shall be construed to refer to negligence or other such applicable standards as required under the Applicable Laws and Regulator Expectations from time to time.</p> <p>8 Statement of Account and Advice</p> <p>For the purposes of Clause 9.4 of the General Terms and Conditions, where any transaction in the Statement is unauthorised, the words "30 days" and "14 days" shall be amended to read "90 days".</p> <p>9 Change of Terms and Particulars</p> <p>9.1 CPB HK shall notify me in the event of any material change to the information provided by CPB HK in the Terms and other documents forming part of the client agreement with me, including:</p> <p>9.1.1 the name and address of Citibank, registration status of Citibank with the SFC and the Hong Kong Monetary Authority, and Citibank's CE number;</p> <p>9.1.2 the nature or scope of Services provided by Citibank to me;</p> <p>9.1.3 the remuneration (and the basis for payment) that is to be paid by me to Citibank; and</p> <p>9.1.4 if margin or short selling facilities are provided to me, details of margin requirements, interest charges, margin calls, and the circumstances under which my positions may be closed without my consent.</p> <p>10 Default Situations</p> <p>For the purposes of Clause 24.10.1 of the General Terms and Conditions, termination of the Account is to take effect only after Citibank gives notice to me at my last known address (unless such notice is not required by law).</p> <p>11 Current Accounts</p> <p>11.1 For the purposes of Clause 25 of the General Terms and Conditions, I agree that:</p> <p>11.1.1 cheques drawn by me which have been paid may, after having been recorded in electronic form or other form as determined by CPB HK, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House for the related currency and after this, they may be destroyed by the collecting bank or HKICL, as the case may be; and</p> | <p>4.1.4 本人有機會從合適的合資格顧問尋求投資意見；</p> <p>4.1.5 本人了解交易的條款及細則；</p> <p>4.1.6 本人了解並已評估交易的性質、價值及風險；</p> <p>4.1.7 本人已考慮與交易相關的潛在損失，並擁有足夠資本完全地承擔該等損失；及</p> <p>4.1.8 本人認為在任何情況下交易均適合本人。</p> <p>5. 有關衍生性金融商品的服務</p> <p>花旗銀行香港分行向本人提供有關衍生性金融商品服務時，花旗銀行香港分行應，按本人的要求，向本人提供該等衍生性金融商品的商品細則及任何章程或有涵蓋該等衍生性金融商品的其他發行文件。</p> <p>6. 第三者權利</p> <p>條款或任何其他花旗銀行與本人之間的協議、文件、文書或安排的任何部分，不論明示或暗示，既非旨在亦不會賦予任何人如非因《合約(第三者權利)條例》（香港法例第623章）的條文而不會享有的任何強制執行條款的利益或權利。</p> <p>7. 嚴重疏忽</p> <p>條款中對“嚴重疏忽”一詞的任何提述應被解釋為適用法律及監管當局的期望下不時要求的疏忽或其他適用的該等標準。</p> <p>8. 賬戶結單及通知</p> <p>就一般條款及細則第9.4條而言，如果結單中的任何交易為未經許可的交易，“30天”及“14天”等詞將被修改為“90天”。</p> <p>9. 更改條款及細節</p> <p>9.1 若花旗銀行香港分行在條款及其他構成客戶協議一部分的文件中提供的資料有任何重大變更，花旗銀行香港分行應通知本人，包括：</p> <p>9.1.1 花旗銀行的名稱及地址、花旗銀行在證監會及香港金融管理局的註冊情況，及花旗銀行的CE編號；</p> <p>9.1.2 花旗銀行向本人提供的服務的性質或範圍；</p> <p>9.1.3 本人將向花旗銀行支付的酬勞（及付款準則）；及</p> <p>9.1.4 若本人獲提供保證金或賣空貸款，保證金要求、利息、追補按金的細節，及會令本人的倉盤在未經本人同意被終止的情況。</p> <p>10. 違責情況</p> <p>就一般條款及細則第24.10.1條而言，賬戶終止須於花旗銀行向本人發出通知至本人最後為人所知的地址後方始生效(除非法律未有規定要發出通知)；</p> <p>11. 往來賬戶</p> <p>11.1 就一般條款及細則第25條而言，本人同意：</p> <p>11.1.1 本人開具並已支付的支票，在經電子方式或花旗銀行香港分行所決定的其他方式記錄後，可由託收銀行或香港銀行同業結算有限公司保留一段按相關貨幣的結算所運作的規則所訂明的時間，託收銀行或香港銀行同業結算有限公司(視乎情況而定)在期後可將之銷毀；及</p> |
|--|--|

11.1.2 CPB HK is authorised to contract, inter alia, with collecting banks and HKICL in accordance with the terms in Clause 11.1.1 of this Supplement.

12 Complaints

CPB HK will comply with the Financial Dispute Resolution Scheme ("FDRS") for managing and resolving disputes administered by the Financial Dispute Resolution Centre Limited ("FDRC") in full and will be bound by the dispute resolution process provided for under the FDRS. Where any complaint is not remedied promptly, CPB HK will advise me promptly of any further steps which may be available to me under the regulatory system (including the right to refer a dispute to the FDRC).

13 Non-independent Intermediary

I/We understand that Citibank is not an independent intermediary because:

- 13.1 Citibank may receive fees, commissions, or other monetary benefits from other parties (which may include but is not limited to third party product issuers and affiliates of Citibank) in relation to its distribution of investment products to me/us. For details, I/we can refer to Citibank's disclosure on monetary benefits which is required to be delivered to me/us prior to or at the point of entering into any transaction in investment products; and
- 13.2 Citibank may receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that it may distribute to me/us.

14 Faster Payment Service Terms

Clause 14 of this Supplement contains the terms and conditions which shall govern the provision of FPS Services to me by CPB HK. The FPS Services shall form part of the Services.

14.1 Meaning of Words

For the purpose of this Clause 14, the following terms have the meanings prescribed below:

"Customer Information" means all personal data and information (including Proxy IDs) provided to CPB HK or generated or compiled by CPB HK from time to time in connection with the FPS Services including, but not limited to, personal data and other information relating to:

- (a) me/us;
- (b) the recipient of any payment or funds transfer to be made by me/us, or the counterparty of any eDDA; and
- (c) where we are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of our directors, officers, employees, authorised persons and representatives.

"FPS Identifier" means a unique random number generated by HKICL to be associated with an Account.

"FPS Services" means the services provided by CPB HK to me/ us from time to time to facilitate payments and funds transfers using HKICL FPS, including, as applicable, services provided by CPB HK to me/us enabling me/us to use the following HKICL services:

- (a) the HKICL Addressing Service,
- (b) the HKICL eDDA Service, and
- (c) other services and facilities provided by HKICL in connection with HKICL FPS from time to time.

"FPS Services Terms" means the terms and conditions which govern the provision of FPS Services to me/us by CPB HK;

"HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns;

"HKICL Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate the use of predefined Proxy IDs instead of account numbers to identify the destination of a payment, funds transfer instruction and/or other communications in connection with or for the purposes of HKICL FPS;

11.1.2 花旗銀行香港分行獲授權根據本補充條款的第11.1.1條，與託收銀行及香港銀行同業結算有限公司(除其他事項外)訂立合約。

12. 投訴

花旗銀行香港分行將全面遵守由金融爭議解決中心有限公司主理的金融糾紛調解計劃以管理及解決糾紛，並將受金融糾紛調解計劃規定的糾紛解決程序約束。若投訴沒有及時得到補救，花旗銀行香港分行將及時通知本人在監管制度下可能採取的進一步行動（包括將糾紛轉介至金融糾紛調解中心的權利）。

13. 非獨立中介人

本人/吾等明白花旗銀行並非獨立的中介人,理由如下:

- 13.1 花旗銀行可能收取由其他人士(可能包括但不限於第三方產品發行人及花旗銀行之相關人士)就其向本人/吾等分銷投資產品而提供的費用、佣金或其他金錢收益。本人/吾等可參閱花旗銀行按規定在訂立任何投資產品交易前或在訂立任何投資產品交易時須向本人/吾等所提供的金錢收益披露以瞭解詳情;及
- 13.2 花旗銀行可能收取由其他人士提供的非金錢收益,或與向本人/吾等分銷的產品的發行人有緊密聯繫或其他法律或經濟關係。

14. 快速支付服務條款

本補充條款第14條載有關於花旗銀行香港分行向本人／吾等提供快速支付系統服務的條款和細則。快速支付系統服務應構成服務的一部分。

14.1 定義

就本第14條而言，下列詞語具有以下含義：

"客戶資料" 指所有提供予花旗銀行香港分行或由花旗銀行香港分行不時產生或編制的有關快速支付系統服務的個人資料及信息（包括識別代號），包括但不限於有關：

- (a) 本人／吾等；
- (b) 本人／吾等付款或資金轉賬的收款人或任何電子直接付款授權的交易對方；及
- (c) 如本人／吾等為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，吾等的任何董事、職員、僱員、獲授權人士及代表的個人資料及其他資料。

"快速支付系統識別碼" 指由結算公司產生的並與賬戶關聯的獨有隨機號碼。

"快速支付系統服務" 指花旗銀行香港分行不時向本人／吾等提供的服務，以讓本人／吾等使用結算公司快速支付系統進行付款及資金轉賬，其中包括（如適用）花旗銀行香港分行向本人／吾等提供的服務，使本人／吾等能夠使用結算公司的以下服務：

- (a) 結算公司賬戶綁定服務；
- (b) 結算公司電子直接付款授權服務；及
- (c) 結算公司不時就結算公司快速支付系統提供的其他服務及設施。

"快速支付系統服務條款" 指規管由花旗銀行香港分行向本人／吾等提供快速支付系統服務的條款和細則；

"結算公司" 指香港銀行同業結算有限公司及其繼承人及受讓人；

"結算公司賬戶綁定服務" 指由結算公司提供作為結算公司快速支付系統一部份的服務，以促使以預設的識別代號（而非賬戶號碼）識別一項付款或資金轉賬指示的接收地，及／或其他有關結算公司快速支付系統的通訊的接收地；

“HKICL Applicable Rules” means the applicable rules, guidelines and procedures imposed by HKICL in relation to FPS Services from time to time;

“HKICL eDDA Service” means the facilitation of a direct debit authorisation (“eDDA”) established by electronic means through HKICL FPS;

“HKICL FPS” or **“Faster Payment System”** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service;

“Participant” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time; and

“Proxy ID” means an identifier which may be accepted by HKICL for the registration of an Account in the HKICL Addressing Service, including my/our mobile phone number, email address or FPS Identifier.

14.2 Faster Payment Service

Nature and scope of FPS Services

14.2.1 CPB HK may from time to time provide me/us with FPS Services allowing me/us to make payments and funds transfers through HKICL FPS in currencies specified by CPB HK from time to time.

14.2.2 The FPS Services are subject to Applicable Laws and Regulator Expectations, including without limitation, the rules, guidelines and procedures imposed by HKICL in relation to the HKICL FPS from time to time.

14.2.3 CPB HK may from time to time set or amend the scope and features of the FPS Services and the conditions and procedures for using the FPS Services. I/We agree to accept and be bound by the FPS Services Terms if I/we use the FPS Services provided by CPB HK.

Initiating FPS Services

14.2.4 CPB HK may specify which FPS Services CPB HK is making available to me/us from time to time and any requirements CPB HK may have in order for me/us to be permitted to use FPS Services.

14.2.5 I/We will be regarded as having accepted and will be bound by the provisions of the FPS Services Terms if I/we do any of the following:

- (a) if Proxy ID registration is provided by CPB HK as part of the FPS Services, by requesting CPB HK to register any Proxy ID for me/us in the HKICL FPS;
- (b) by requesting CPB HK to set up any eDDA for me/us, or by initiating or confirming the set up of any eDDA through the HKICL FPS;
- (c) by initiating or receiving any payment or funds transfer through the HKICL FPS; or
- (d) by otherwise requesting FPS Services in accordance with these FPS Services Terms or in accordance with any procedure notified by CPB HK from time to time.

I/We acknowledge that I/we should not request CPB HK to register any Proxy ID or set up any eDDA for me/us and should not initiate or receive any payment or funds transfer through the HKICL FPS unless I/we agree to the FPS Services Terms.

14.2.6 In order to enable CPB HK to handle an Instruction in relation to FPS Services, I/we must provide or input the necessary information and complete the process by such means or in such manner prescribed by CPB HK from time to time.

“結算公司適用規則” 指由結算公司不時就快速支付系統服務施加的適用規則、指引及程序；

“結算公司電子直接付款授權服務” 指透過結算公司快速支付系統以電子方式設置的直接付款授權（“電子直接付款授權”）；

“結算公司快速支付系統” 或 **“快速支付系統”** 指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉賬及其他付款交易；及 (ii) 就電子直接付款授權服務及賬戶綁定服務交換及處理指示；

“參與者” 指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士；及

“識別代號” 指結算公司接納用作結算公司賬戶綁定服務賬戶登記的識別資料，包括本人／吾等的流動電話號碼，電郵地址或快速支付系統識別碼。

14.2 快速支付服務

快速支付系統服務的性質和範圍

14.2.1 花旗銀行香港分行可不時向本人／吾等提供快速支付系統服務，使本人／吾等可透過結算公司快速支付系統以花旗銀行香港分行不時指定的貨幣進行付款和資金轉賬。

14.2.2 快速支付系統服務須受適用法律及監管當局的期望規限，包括但不限於結算公司不時就結算公司快速支付系統施加的規則、指引及程序。

14.2.3 花旗銀行香港分行可不時制定或更改快速支付系統服務的範圍和功能以及使用快速支付系統服務的條款及程序。如果本人／吾等使用花旗銀行香港分行提供的快速支付系統服務，本人／吾等同意接受並受快速支付系統服務條款的約束。

啟動快速支付系統服務

14.2.4 花旗銀行香港分行可不時指定其向本人／吾等所提供快速支付系統服務的種類，及任何由花旗銀行香港分行作出使本人／吾等被許可使用快速支付系統服務的要求。

14.2.5 如果本人／吾等執行以下任何操作，本人／吾等將被視為已經接受並受快速支付系統服務條款之約束：

- (a) 若花旗銀行香港分行作為快速支付系統服務的一部分提供識別代號登記後，本人／吾等要求花旗銀行香港分行為本人／吾等在結算公司快速支付系統登記任何識別代號；
- (b) 本人／吾等要求花旗銀行香港分行為本人／吾等設置任何電子直接付款授權，或透過結算公司快速支付系統啟動或確認設置任何電子直接付款授權；
- (c) 透過結算公司快速支付系統進行或收取任何付款或資金轉賬；或
- (d) 以其他方式按照此等快速支付系統服務條款或按照花旗銀行香港分行不時通知的任何程序要求快速支付系統服務。

本人／吾等確認，除非本人／吾等同意快速支付系統服務條款，本人／吾等不應要求花旗銀行香港分行為本人／吾等登記任何識別代號或設置任何電子直接付款授權，亦不應透過結算公司快速支付系統進行或收取任何付款或資金轉賬。

14.2.6 為使花旗銀行香港分行能夠處理有關快速支付系統服務的指示，本人／吾等必須以花旗銀行香港分行不時指定的形式或方法提供或輸入所需資料並完成程序。

- 14.2.7 All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- 14.2.8 CPB HK reserves the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

HKICL Addressing Service

- 14.2.9 CPB HK may offer FPS Services in relation to the HKICL Addressing Service in its discretion from time to time.
- 14.2.10 In order to use the HKICL Addressing Service to receive payments or funds transfers through HKICL FPS, I/we must register my/our Proxy ID in the HKICL FPS.
- 14.2.11 I/We must register and maintain my/our Proxy ID and related records in the HKICL FPS in accordance with HKICL Applicable Rules. In order to enable CPB HK to register or amend my/our Proxy ID or any related records for me/ us as part of the FPS Services, I/we must provide or input the necessary information and complete the registration process by such means or in such manner prescribed by CPB HK from time to time.
- 14.2.12 At any time where the same Proxy ID is registered by me/ us for more than one account (whether maintained with CPB HK or with any other Participant, I/we must select one account as the default account for debiting or crediting payments or funds through HKICL FPS (the **"Default Account"**). By instructing CPB HK to set or change the Default Account for me/us, I/we irrevocably authorise CPB HK to submit the request on my/our behalf to HKICL FPS to override any existing Default Account registered in HKICL FPS.
- 14.2.13 I/We acknowledge that I/we cannot make a payment or funds transfer to a recipient by way of HKICL Addressing Service if the recipient has not already registered a Proxy ID in the HKICL FPS or if for any reason the Proxy ID provided by me/us cannot be found in the records of HKICL FPS.

HKICL eDDA Services

- 14.2.14 CPB HK may offer FPS Services in relation to HKICL eDDA Services in its discretion from time to time.
- 14.2.15 In order to enable FPS Services in respect of the HKICL eDDA Services, I/we must provide the necessary information and complete the process by such means or in such manner prescribed by CPB HK from time to time. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
- 14.2.16 If I am/we are requested to confirm an eDDA setup, I/we shall check and ensure the details of the eDDA are correct and complete before confirming the eDDA setup. I am/ We are responsible for any error or incorrect payment resulting from any eDDA which has been confirmed by me/ us. If an eDDA setup is not confirmed by me/us within such period of time as prescribed by CPB HK, the eDDA setup request will lapse.

My/ Our responsibilities in relation to my/ our use of FPS Services

- 14.2.17 Compliance with HKICL FPS rules, guidelines and procedures
I/We will process and submit my/our Instructions and requests to HKICL FPS in accordance with the HKICL Applicable Rules.
- 14.2.18 Satisfying requirements for my/ our Proxy ID
(a) I/We must be the present genuine owner or authorized user for each Proxy ID and each account I/we register with HKICL FPS. If as part of the FPS Services CPB HK accepts my/our Instruction to register any Proxy

- 14.2.7 所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。

- 14.2.8 花旗銀行香港分行保留權利，隨時暫停或終止部份或全部快速支付系統服務，而無需給予通知或理由。

結算公司賬戶綁定服務

- 14.2.9 花旗銀行香港分行可不時按其酌情權提供有關結算公司賬戶綁定服務的快速支付系統服務。
- 14.2.10 本人／吾等須於結算公司快速支付系統登記本人／吾等的識別代號，方可經結算公司快速支付系統使用結算公司賬戶綁定服務收取付款或資金轉賬。
- 14.2.11 本人／吾等須根據結算公司適用規則於結算公司快速支付系統登記及維持本人／吾等的識別代號及相關記錄。本人／吾等須以花旗銀行香港分行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓花旗銀行香港分行以作為快速支付系統服務的一部分代本人／吾等登記或更改本人／吾等的識別代號或任何相關記錄。
- 14.2.12 倘本人／吾等在任何時間為多個賬戶（不論該等賬戶於花旗銀行香港分行或於其他參與者維持）登記相同的識別代號，本人／吾等必須選取其中一個賬戶為預設賬戶，以透過結算公司快速支付系統收取或支付款或資金（**"預設賬戶"**）。當本人／吾等指示花旗銀行香港分行代本人／吾等設置或更改預設賬戶，本人／吾等不可撤回地授權花旗銀行香港分行代本人／吾等向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設賬戶。
- 14.2.13 本人／吾等確認，如果收款人尚未在結算公司快速支付系統中登記識別代號或由於任何原因無法在結算公司快速支付系統的記錄中找到由本人／吾等提供的識別代號，本人／吾等不能向收款人以結算公司賬戶綁定服務進行付款或資金轉賬。

結算公司電子直接付款授權服務

- 14.2.14 花旗銀行香港分行可不時按其酌情權提供有關結算公司電子直接付款授權服務的快速支付系統服務。
- 14.2.15 本人／吾等須以花旗銀行香港分行不時指定的形式或方法提供或輸入所需資料並完成程序，方可進行有關結算公司電子直接付款授權服務的快速支付系統服務。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關記錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。
- 14.2.16 如果本人／吾等被要求確認電子直接付款授權的設置，本人／吾等將在確認電子直接付款授權的設置前檢查並確保電子直接付款授權的資料是正確和完整的。本人／吾等對由本人／吾等確認的任何電子直接付款授權導致的任何錯誤或不正確之付款負責。如果本人／吾等未有在花旗銀行香港分行規定的時間內確認電子直接付款授權的設置，則電子直接付款授權的設置請求將失效。

本人／吾等在使用快速支付系統服務方面的責任

- 14.2.17 遵守結算公司快速支付系統的規則、指引和程序
本人／吾等將根據結算公司適用規則處理及提交本人／吾等向結算公司作出之指示及要求。
- 14.2.18 符合本人／吾等識別代號的要求
(a) 本人／吾等必須是每項識別代號及每個本人／吾等於結算公司快速支付系統登記的賬戶現時真正的持有人或授權使用人。如果作為快速支付系統服務的一部分花旗銀行香港分行接受本人／吾等的指示，並為本

<p>ID or any account for me/us in relation to HKICL FPS, I/we confirm that I am/we are the present genuine owner or authorised user of the relevant Proxy ID or account. I/We acknowledge that this is particularly important for mobile phone numbers as they may be recycled in Hong Kong.</p> <p>(b) Any Proxy ID I/we wish to register for the HKICL Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require that mobile phone numbers registered as a Proxy ID be the same number registered by me/us as contact information in CPB HK's records at the relevant time.</p> <p>(c) I/We must ensure that all information provided by me/us for the purpose of registering or amending the registration of any Proxy ID (or any related records) or for the purpose of setting up an eDDA is correct, complete, up-to-date and not misleading. I/We must notify CPB HK as soon as is reasonably practicable of any changes or updates to such information by such means or in such manner specified by CPB HK from time to time.</p> <p>(d) I am/We are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer Instruction to CPB HK. I am/ We are solely liable for and will hold CPB HK harmless against all Losses arising from any incorrect payment or transfer effected by CPB HK or HKICL FPS due to the use of an incorrect or out of date Proxy ID or related records.</p>	<p>人／吾等登記有關結算公司快速支付系統的任何識別代號或賬戶，本人／吾等確認本人／吾等是相關識別代號或賬戶現時真正的持有人或授權使用人。本人／吾等確認這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。</p> <p>(b) 任何本人／吾等欲用作登記結算公司賬戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼必須與本人／吾等於相關時間在花旗銀行香港分行記錄上登記的號碼相同。</p> <p>(c) 本人／吾等須確保所有本人／吾等就任何識別代號（或任何相關記錄）的登記或更改登記或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。本人／吾等須於合理切實可行情況下盡快以花旗銀行香港分行不時指定的形式或方法通知花旗銀行香港分行任何對資料的更改或更新。</p> <p>(d) 在向花旗銀行香港分行發出每項付款或資金轉賬指示時，本人／吾等須對使用正確及最新的識別代號及相關記錄負全責。本人／吾等須就由於使用不正確或過時的識別代號或相關記錄導致花旗銀行香港分行或結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保花旗銀行香港分行不致有損失。</p>
<p>14.2.19 Making timely updates to my/ our Proxy ID and eDDA</p> <p>I am/We are fully responsible for giving Instructions and reporting changes or updates to my/our Proxy ID (or related records), any eDDA setup and to other information provided to CPB HK in connection with the FPS Services on a timely basis, including without limitation changing my/ our Default Account or terminating any Proxy ID or eDDA. I/ We acknowledge that keeping my/our Proxy ID, eDDA and all related records up-to-date is my/our sole responsibility and is critical for ensuring effective execution of payment and funds transfer Instructions through HKICL FPS and for avoiding incorrect payments or transfers due to an incorrect or outdated Proxy ID, eDDA or related records.</p>	<p>14.2.19 適時更新本人／吾等的識別代號和電子直接付款授權</p> <p>本人／吾等有完全責任就快速支付系統服務適時發出指示及報告有關本人／吾等的識別代號（或相關記錄）、任何電子直接付款授權設置及其他向花旗銀行香港分行提供的資料的變動或更新，包括但不限於更改本人／吾等的預設賬戶，或終止任何識別代號或電子直接付款授權。本人／吾等確認，為確保有效地透過結算公司快速支付系統執行付款及資金轉賬指示及避免因不正確或過時的識別代號、電子直接付款授權或相關記錄而導致不正確的付款或轉賬，備存本人／吾等最新的識別代號、電子直接付款授權及所有相關記錄至為重要並由本人／吾等自行負責。</p>
<p>14.2.20 Changes to my/ our Default Account</p> <p>I/We acknowledge that if my/our Account ceases to be the Default Account for any reason (including suspension or termination of the Account), HKICL will automatically assign the most recently registered record in the HKICL Addressing Service that is associated with my/our same Proxy ID to be the Default Account. If I/we wish to set another account as the Default Account, I/we must change the registration through the Participant where I/we maintain that account.</p>	<p>14.2.20 更改本人／吾等的預設賬戶</p> <p>本人／吾等確認倘本人／吾等的賬戶因任何原因終止作為預設賬戶（包括該賬戶被暫停或終止），結算公司會自動按結算公司賬戶綁定服務下與本人／吾等相同的識別代號相聯的最新登記記錄指派預設賬戶。本人／吾等如欲設置另一賬戶作為預設賬戶，本人／吾等須透過維持該賬戶的參與者更改登記。</p>
<p>14.2.21 Ensuring there are sufficient cleared funds for my/ our FPS transactions</p> <p>I/We acknowledge that if I/we do not have sufficient cleared funds in my/our Account, CPB HK will not process my/our Instructions for FPS Services.</p>	<p>14.2.21 確保本人／吾等的快速支付系統交易有足夠的結算資金</p> <p>本人／吾等確認，倘本人／吾等的賬戶中沒有足夠的結算資金，花旗銀行香港分行將不會處理本人／吾等有關快速支付系統服務的指示。</p>
<p>14.2.22 Giving notice to recipients of my/ our FPS transactions</p> <p>I/We acknowledge that I/we must give prior notice to the recipients of payments or funds transfers to be made by me/us and to the counterparties of eDDA to be set up by me/us through HKICL FPS (and any changes to these arrangements from time to time) to ensure that they take necessary or corresponding steps to ensure receipt of payment or funds.</p>	<p>14.2.22 通知收款人本人／吾等的快速支付系統交易</p> <p>本人／吾等確認本人／吾等必須事先通知由本人／吾等透過結算公司快速支付系統作出的付款或資金轉賬的收款人及設置的電子直接付款授權的交易對方（以及任何對此等安排不時作出的變更），以確保彼等採取必要或相應的步驟確保收到付款或資金。</p>
<p>14.2.23 My/ Our FPS Services Instructions are final, irrevocable and binding on me/us</p> <p>Without limiting the generality of Clause 6 of the General Terms and Conditions, I/we acknowledge that:</p>	<p>14.2.23 本人／吾等的快速支付系統服務指示為最終、不可撤銷及對本人／吾等具約束力</p> <p>在不限制一般條款及細則第6條的一般性的情況下，本人／吾等確認：</p>

- | | |
|--|---|
| <p>(a) any Instruction for a Proxy ID registration or eDDA setup is final, irrevocable and binding on me/us from the time at which it is provided. I/We may amend or cancel any Proxy ID or eDDA setup in accordance with the General Terms and Conditions and any other requirements prescribed by CPB HK from time to time;</p> <p>(b) any Instruction for a payment or funds transfer is final, irrevocable and binding on me/us from the time at which it is provided;</p> <p>(c) any Instruction or request received by CPB HK, believed by CPB HK in good faith to be given by me/us or any person authorised by me/us, will be final, irrevocable and binding on me/us;</p> <p>(d) I/we must ensure the information I/we input for an Instruction is correct, complete and accurate, and if I am/we are provided with information of an Instruction (such as recipient details) for checking, I/ we must check this information carefully and if I/we have any doubt that I/we may be paying the wrong recipient I/we must not confirm such information or Instruction, and I/ we acknowledge that CPB HK cannot verify and have no obligation to verify if the recipient identified by a Proxy ID or other information provided by me/us is the recipient I/we intend to pay, and CPB HK shall under no circumstances be liable for any consequences nor be liable to rectify any wrongful payment if the information provided by or confirmed by me/us is incorrect;</p> <p>(e) where I/we authorise any other person to give Instructions or requests to CPB HK in connection with the use of FPS Services:</p> <ol style="list-style-type: none"> i. I am/we are responsible for all the acts and omissions of each person authorised by me/us; ii. any Instruction or request received by CPB HK, believed by CPB HK in good faith to be given by me/us or any person authorised by me/us, will be final, irrevocable and binding on me/us; and iii. I am/we are also responsible for ensuring that each person authorised by me/us complies with the provisions of these FPS Services Terms that are applicable to him or her when acting on my/ our behalf. | <p>(a) 就登記識別代號或設置電子直接付款授權而言，任何指示一經作出，即屬最終及不可撤銷，並對本人／吾等具有約束力。本人／吾等可按照一般條款及細則及任何其他花旗銀行香港分行不時指定的要求更改或取消任何識別代號或已設置的電子直接付款授權；</p> <p>(b) 任何付款或資金轉賬指示一經作出，即屬最終及不可撤銷，並對本人／吾等具有約束力；</p> <p>(c) 任何由花旗銀行香港分行收到並真誠相信乃由本人／吾等或任何本人／吾等授權的人士發出之指示或要求均為最終及不可撤銷，並對本人／吾等具有約束力；</p> <p>(d) 本人／吾等必須確保本人／吾等就指示所輸入的資料為正確、完整和準確，並且如果本人／吾等被提供有關指示的資料（例如收款人之信息）以作核實之用，本人／吾等必須仔細核對該等資料。如果本人／吾等懷疑本人／吾等可能會向錯誤的收款人付款，本人／吾等不應確認該等資料或指示。本人／吾等亦確認花旗銀行香港分行無法核實並且沒有義務核實由本人／吾等提供的識別代號或其他資料所指定的收款人為本人／吾等打算支付的收款人，及若由於本人／吾等提供或確認的資料為不正確的而導致任何錯誤付款，花旗銀行香港分行在任何情況下均不承擔任何後果，亦不負責糾正任何錯誤付款；</p> <p>(e) 當本人／吾等授權任何其他人士向花旗銀行香港分行發出有關使用快速支付系統服務的指示或要求時：</p> <ol style="list-style-type: none"> i. 本人／吾等須為每名獲本人／吾等授權的人士的所有作為及不作為負責； ii. 任何花旗銀行香港分行收到並真誠相信乃由本人／吾等或任何獲本人／吾等授權的人士發出的指示或要求，均屬最終及不可撤銷，並對本人／吾等具有約束力；及 iii. 本人／吾等有責任確保每名獲本人／吾等授權的人士均會遵守此等快速支付系統服務條款就其代本人／吾等行事適用的條文。 |
|--|---|
-
- | | |
|---|---|
| <p>14.2.24 Responsible use of FPS Services</p> <p>I/We must use FPS Services in a responsible manner. In particular, I/we must comply with the following:</p> <p>(a) I/We must comply with all Applicable Laws and Regulator Expectations applicable to: (i) any transaction which I/we conduct with or through CPB HK; and/or (ii) my/our use (and use by others on my/ our behalf) of the FPS Services and/or HKICL FPS, including collecting, using and handling the personal data and other information relating to any other person in compliance with applicable laws, rules and regulations protecting data privacy. I/We must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL;</p> <p>(b) In sending remarks or messages to be displayed to recipients or counterparties of payment or funds transfer Instructions or eDDA setup through HKICL FPS, I/we should mask the name or other data of such recipients or counterparties in such manner prescribed by CPB HK from time to time to protect their personal data or confidential data; and</p> <p>(c) I/We must not register multiple FPS Identifiers for different accounts using the same name, and I/we must not repeatedly cancel FPS Identifier registrations and request the generation of new FPS Identifiers in an attempt to generate a number or value that I/we desire.</p> | <p>14.2.24 負責任地使用快速支付系統服務</p> <p>本人／吾等必須以負責任的方式使用快速支付系統服務，尤其需要遵守：</p> <p>(a) 本人／吾等必須遵守適用於以下方面的所有適用法律及監管當局的期望：(i) 任何本人／吾等與或透過花旗銀行香港分行進行的交易；及／或 (ii) 本人／吾等使用（及他人代表本人／吾等使用）快速支付系統服務及／或結算公司快速支付系統，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的適用法律、規則及規例。本人／吾等不得使用快速支付系統服務作任何非法用途或非由結算公司的規則、指引及程序授權或預期的用途；</p> <p>(b) 凡向使用結算公司快速支付系統收取付款或資金轉賬的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，本人／吾等須以花旗銀行香港分行不時指定的方法遮蓋該等收款人或交易對方的名字或其他資料，以保護彼等的個人資料或機密資料；及</p> <p>(c) 本人／吾等不得使用相同名稱為不同賬戶登記多個快速支付系統識別碼，並且本人／吾等不得為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消快速支付系統識別碼之登記及重發申請。</p> |
|---|---|

14.3 Limitations of liability in relation to the provision of FPS Services

- 14.3.1 I/We acknowledge that the provisions of this Clause 14.3 are in addition to and without limitation to CPB HK's limitations of liability set out in Clause 14 of the General Terms and Conditions.
- 14.3.2 I/We acknowledge that:
- (a) HKICL FPS has the right to process and execute my/our Instructions and requests in such sequence or manner as HKICL considers appropriate; and
 - (b) CPB HK has no control over the operation of HKICL FPS and no control over the timing of the execution of my/our Instructions or requests by HKICL FPS.
- 14.3.3 Without limiting the generality of Clause 14.3.2, I/we acknowledge that:
- (a) neither CPB HK nor any Indemnified Person shall be liable for any Losses which may be suffered by me/us or any other person in any way in relation to the use of FPS Services or the processing or execution of instructions (including Instructions) or requests given by me/us in relation to FPS Services or HKICL FPS, except to the extent that such Losses are reasonably foreseeable Losses arising directly and solely from CPB HK's fraud or wilful misconduct or to the extent that CPB HK are not allowed to limit or exclude liability for such loss, damage or expense by Applicable Laws and Regulator Expectations;
 - (b) without limiting the generality of Clause 14.3.2(a), I/we acknowledge that neither CPB HK nor any Indemnified Person shall be liable for any Losses which may be suffered by me/us or any other person in connection with any one or more of the following:
 - i. my/our failure to comply with my/our obligations relating to the FPS Services and/or HKICL FPS; and/or
 - ii. any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any event or circumstances of Force Majeure; and/or
 - iii. delay or failure to perform any obligations relating to the FPS Services and/or HKICL FPS, or to execute any Instructions or requests given by me/us or any other person, where performance of that obligation or execution of those instructions or requests may put CPB HK in breach of Applicable Laws and Regulator Expectations; and
 - (c) In no event will CPB HK, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to me/us or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 14.3.4 Without prejudice to any provisions in relation to Clause 12 of the General Terms and Conditions or any other rights or remedies that CPB HK may have, I/we will indemnify CPB HK and each of the Indemnified Persons and hold each of them harmless against all Losses which may be incurred or suffered by CPB HK or any of them as a result of or in connection with CPB HK's provision of the FPS Services or my/our use of the FPS Services, except and except only for such Losses which results directly and solely from CPB HK's fraud or wilful misconduct. The above indemnity shall continue to have effect after the termination of the FPS Services.
- 14.3.5 I/We acknowledge that CPB HK may be required by the HKICL Applicable Rules in relation to HKICL FPS to indemnify the Hong Kong Monetary Authority, the clearing bank or HKICL in respect of any Losses arising from or as a result of anything done or omitted to be done by the Hong Kong Monetary Authority, the clearing bank or HKICL or

14.3 有關提供快速支付系統服務的責任限制

- 14.3.1 本人／吾等確認本第14.3條之條文為一般條款及細則中第14條所載之有關花旗銀行香港分行的責任限制的補充及不對其有限制。
- 14.3.2 本人／吾等確認：
- (a) 結算公司快速支付系統有權按其認為適當的次序或方法處理及執行本人／吾等的指示及要求；及
 - (b) 花旗銀行香港分行無法控制結算公司快速支付系統的運作或其執行本人／吾等的指示或要求的時間。
- 14.3.3 在無損於第14.3.2條的一般性的情況下，本人／吾等確認：
- (a) 花旗銀行香港分行及任何獲彌償人士均不對本人／吾等或任何其他人士就有關使用快速支付系統服務或處理或執行由本人／吾等就快速支付系統服務或結算公司快速支付系統發出的指示（包括“指示”）或要求蒙受的任何損失承擔責任，除非該等損失為可合理預見損失，並直接且完全由於花旗銀行香港分行的欺詐或故意的不當行為所引起或花旗銀行香港分行根據適用法律及監管當局的期望並不允許限制或排除對此類損失、損害或費用的責任；
 - (b) 在無損於第14.3.2(a)條的一般性的情況下，本人／吾等確認花旗銀行香港分行及任何獲彌償人士均不對本人／吾等或任何其他人士就有關下列一項或多項事宜而可能蒙受的任何損失負責：
 - i. 本人／吾等未遵守本人／吾等有關快速支付系統服務及／或結算公司快速支付系統的責任；及／或
 - ii. 結算公司快速支付系統產生或引致的，或由任何不可抗力的事件或情況引致的延誤、無法使用、中斷、錯誤、故障；及／或
 - iii. 延遲或未能履行與快速支付系統服務及／或結算公司快速支付系統有關的任何責任，或執行本人／吾等或任何其他人士發出的任何指示或要求，而履行該等責任或執行該等指示或要求可能會使花旗銀行香港分行違反適用法律及監管當局的期望；及
 - (c) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），花旗銀行香港分行、其關聯公司或集團公司、花旗銀行香港分行的許可方、及上述彼等各自的職員、僱員或代理人均無須向本人／吾等或任何其他人士負責。
- 14.3.4 在不影響任何有關一般條款及細則中第12條的條文或花旗銀行香港分行享有的任何其他權利或補償的情況下，花旗銀行香港分行及任何一位獲彌償人士有關或因花旗銀行香港分行提供快速支付系統服務或本人／吾等使用快速支付系統服務而可能引致或蒙受的所有損失（僅直接且完全由於花旗銀行香港分行的欺詐或故意的不當行為所引起的損失除外），本人／吾等須作出彌償並使花旗銀行香港分行及每一位獲彌償人士免受損失。上述彌償在快速支付系統服務終止後繼續有效。
- 14.3.5 本人／吾等確認花旗銀行香港分行可能需要按有關結算公司快速支付系統的結算公司適用規則就香港金融管理局、結算銀行或結算公司或任何其他人士在管理、運作或使用結算公司快速支付系統或相關服務及／或設施作出的或沒有作出的任何行為而引起或導致的任何損失向香港金融管理局、結算銀行或結算公司作出彌償。在不損害一般條款及細則第12條的情況下，如就有關上述情況，花旗銀行香港分行並無

any other person in the management, operation or use of HKICL FPS or related services and/or facilities. Without prejudice to Clause 12 of the General Terms and Conditions, I/we will, in the absence of fraud or wilful misconduct on CPB HK's part relating to the same, indemnify CPB HK and each of the Indemnified Persons in respect of any Losses suffered by CPB HK or any of them to the extent that such HKICL Applicable Rules are applicable to or refer to me/us, my/our transaction or my/our use of FPS Services.

14.4 Collection and use of Customer Information

- 14.4.1 For the purposes of using the FPS Services, I/we may be from time to time required to provide CPB HK with Customer Information, whether directly or through HKICL or other Participants.
- 14.4.2 Without prejudice to Clause 21 of the General Terms and Conditions and any other document provided by CPB HK to me/us relating to the Personal Data (Privacy) Ordinance (Cap. 486) from time to time which explains how my/our personal data will be used and with whom CPB HK may share my/our personal data, I/we agree (and, where applicable, for and on behalf of each of my/our directors, officers, employees, authorised persons and representatives) that CPB HK may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
- (a) providing the FPS Services to me/us and maintaining and operating the FPS Services;
 - (b) processing and executing my/our Instructions and requests in relation to the FPS Services from time to time;
 - (c) disclosing or transferring the Customer Information to HKICL and to other FPS Participants for their use for the purposes of the operation of HKICL FPS;
 - (d) meeting the requirements to make disclosure under any Applicable Laws and Regulator Expectations; and
 - (e) purposes relating to any of the above.
- 14.4.3 I/We understand and agree that the Customer Information may be further disclosed or transferred by HKICL, CPB HK or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- 14.4.4 If the Customer Information includes personal data or other information of any person other than myself/ourselves, I/we confirm that I/we have notified and will obtain any consent required from such person regarding the use (including disclosure and transfer) of his or her personal data and other information by HKICL, CPB HK and the other FPS Participants as specified in this clause.

14.5 Fees and Charges

- 14.5.1 CPB HK will charge fees, charges, commissions and other costs, and expenses reasonably incurred in connection with the provision of the FPS Services by CPB HK.
- 14.5.2 CPB HK has the discretion to vary from time to time, any fees relating to the use of the FPS Services. CPB HK will give me/us prior notice of any new fees or any variation of fees. I am/We are required to pay such fees if I/we continue to use the FPS Services after the date on which the new fees or revised fees take effect.
- 14.5.3 I/We acknowledge that I/we may be required to pay third party fees in relation to the use of HKICL FPS. These may include fees charged by my/our mobile or Internet network provider, or other FPS Participant.

欺詐或故意不當行為，本人／吾等將按適用於或提述本人／吾等、本人／吾等的交易或本人／吾等使用快速支付系統服務的結算公司適用規則就花旗銀行香港分行及任何獲彌償人士所蒙受之任何損失向花旗銀行香港分行及任何一位獲彌償人士作出彌償。

14.4 收集及使用客戶資料

- 14.4.1 為了使用快速支付系統服務，本人／吾等可能需要不時向花旗銀行香港分行直接或透過結算公司或其他參與者提供客戶資料。
- 14.4.2 在不影響一般條款及細則第21條及由花旗銀行香港分行不時向本人／吾等提供有關個人資料（私隱）條例（第486章）以解釋本人／吾等的個人資料將如何被使用及花旗銀行香港分行可能向誰分享本人／吾等的個人資料的其他文件的情況下，本人／吾等同意（及如適用，本人／吾等代表本人／吾等的每名董事、職員、僱員、獲授權人士及代表同意）花旗銀行香港分行可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
- (a) 向本人／吾等提供快速支付系統服務及維持及運作快速支付系統服務；
 - (b) 處理及執行本人／吾等不時有關快速支付系統服務的指示及要求；
 - (c) 披露或轉移客戶資料予結算公司及其他快速支付系統參與者，供彼等就結算公司快速支付系統的運作使用；
 - (d) 按需遵守的適用法律及監管當局的期望而作出披露；及
 - (e) 任何與上述有關的用途。
- 14.4.3 本人／吾等明白及同意客戶資料可能被結算公司、花旗銀行香港分行或任何其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三方，作為提供及運作賬戶綁定服務及電子直接付款授權服務之用。
- 14.4.4 倘客戶資料包含本人／吾等以外其他人士的個人資料或其他資料，本人／吾等確認本人／吾等已通知該等人士有關結算公司、花旗銀行香港分行及其他快速支付系統參與者按本條款指明的用途使用（包括披露或轉移）其個人資料及其他資料並將取得任何所需同意。

14.5 費用及收費

- 14.5.1 花旗銀行香港分行將收取就花旗銀行香港分行提供快速支付系統服務而合理招致的費用、收費、佣金和其他費用及支出。
- 14.5.2 花旗銀行香港分行具酌情權不時更改與使用快速支付系統服務有關的任何費用。花旗銀行香港分行將提前通知本人／吾等任何新費用或任何費用更改。倘本人／吾等在新費用或修訂費用生效日期後繼續使用快速支付系統服務，本人／吾等必須支付該等費用。
- 14.5.3 本人／吾等確認本人／吾等可能需要就使用結算公司快速支付系統向第三方支付費用。該等費用可能包括由本人／吾等的流動或互聯網網絡供應者或其他快速支付系統參與者收取的費用。

SHARED RELATIONSHIP SUPPLEMENT

This Supplement is supplemental and forms part of the Terms where Booking Services are provided to me by one Citibank branch (the Booking Centre) and Relationship Services are provided to me by another Citibank branch (the Relationship Centre) (“**Shared Relationship**”). A Shared Relationship may only be provided at the discretion of Citibank.

This Supplement is intended to:

- (a) set out the additional clauses in the Hong Kong Supplement or Singapore Supplement (as the case may be) which are incorporated by reference to the Terms, that will form part of the terms and conditions that govern my relationship with CPB HK or CPB SG (as the case may be) acting in the capacity as the Relationship Centre;
- (b) clarify how clauses in the Terms apply to govern my relationship with a branch; and
- (c) clarify certain specific matters (including the complaints handling procedures and certain specific regulatory protections applicable to me).

1 Acknowledgements

- 1.1 Where this Supplement applies, I acknowledge and agree that:
 - 1.1.1 my relationship with the Booking Centre and my relationship with the Relationship Centre are independent from each other;
 - 1.1.2 the responsibility for the provision of each Service shall lie with the branch which provides, or has agreed to provide, that Service;
 - 1.1.3 in providing Services, the Booking Centre and the Relationship Centre are not agents of each other;
 - 1.1.4 staff from the Relationship Centre act on behalf of the Relationship Centre and do not act as agents or representatives for the Booking Centre (and vice versa);
 - 1.1.5 the Booking Centre and the Relationship Centre are independently regulated by their respective domestic financial regulators and subject to Applicable Laws and Regulator Expectations;
 - 1.1.6 any complaint(s) that I may have relating to the Relationship Centre or the Booking Centre should be raised in accordance with Clause 5 of this Supplement. The forum for the resolution of a complaint shall be the location of the Booking Centre (if the complaint is related to the Booking Services or any other action by the Booking Centre) or the location of the Relationship Centre (if the complaint is related to the Relationship Services or any other action by the Relationship Centre); and
 - 1.1.7 notwithstanding any provision of the Terms, where the Relationship Centre or any person other than the Booking Centre is involved in the receipt and/or processing of a transaction instruction, I will have no claim against the Relationship Centre or such person, and no person other than the Booking Centre shall be responsible, in relation to the booking and execution of the transaction instruction.

2 Meaning of words

In this Supplement, “Required Clause” means a clause in the Terms (including in the Hong Kong Supplement and the Singapore Supplement) which relates to the Services that a branch provides to me.

3 Incorporation and applicability of Required Clauses

- 3.1 In respect of the Terms, the relationship between me and a branch shall be governed by the Required Clauses which are incorporated by reference in this Supplement.
- 3.2 For the avoidance of doubt, where the Relationship Centre is CPB HK and the Booking Centre is CPB SG:
 - 3.2.1 The Singapore Supplement shall govern and form part of the Terms between me and CPB SG in relation to Booking Services provided by CPB SG, and this Supplement shall be read together with and form part of the Terms; and

共享聯繫補充條款

本補充條款為補充並在一花旗銀行分行（記賬中心）向本人提供記賬服務時及另一花旗銀行分行（聯繫中心）向本人提供聯繫服務時構成條款的一部分（“**共享聯繫**”）。共享聯繫只會按花旗銀行的酌情權提供。

本補充條款旨在：

- (a) 列出根據條款被納入香港補充條款或新加坡補充條款（視情況而定）的附加條文，並將其構成條款及細則的一部分以規管花旗銀行香港分行或花旗銀行新加坡分行（視情況而定）以聯繫中心身份行事時與本人的關係；
- (b) 澄清條款中的條文如何用以規管本人與分行的關係；及
- (c) 澄清某些特定事項（包括投訴處理程序及適用於本人的某些特定監管保護）。

1 確認

- 1.1 當補充條款適用時，本人確認及同意：
 - 1.1.1 本人與記賬中心的關係及本人與聯繫中心的關係分別是獨立的；
 - 1.1.2 提供每項服務的責任來自提供或同意提供該服務的分行；
 - 1.1.3 在提供服務時，記賬中心及聯繫中心不是彼此的代理；
 - 1.1.4 聯繫中心的職員代表聯繫中心行事，並不作為記賬中心的代理或代表（反之亦然）；
 - 1.1.5 記賬中心及聯繫中心由各自的當地的金融監管機構獨立監管，並受限於適用法律及監管當局的期望；
 - 1.1.6 本人可能對聯繫中心或記賬中心提出的任何投訴，應按照本補充條款的第5條提出。解決投訴的平台應為記賬中心的所在地（如果投訴涉及記賬服務或記賬中心的任何其他行動）或聯繫中心的所在地（如果投訴涉及聯繫服務或聯繫中心的任何其他行動）；及
 - 1.1.7 不論條款的任何條文，當聯繫中心或記賬中心以外的任何人士涉及接收及/或處理交易指示時，本人將不會向聯繫中心或該等人士提出申索，而除記賬中心外的其他人士均無須就交易指示的記賬及執行負責。

2 定義

在本補充條款中，“所需條文”是指條款中（包括香港補充條款及新加坡補充條款）有關分行向本人提供服務的條文。

3 所需條文的納入及其適用性

- 3.1 就條款而言，本人與分行之間的關係應受納入本補充條款中的所需條文所限制。
- 3.2 為免生疑問，當聯繫中心為花旗銀行香港分行而記賬中心為花旗銀行新加坡分行：
 - 3.2.1 新加坡補充條款應就花旗銀行新加坡分行提供有關記賬服務時規管及構成本人與花旗銀行新加坡分行的條款的一部分，而本補充條款應與條款一併閱讀並構成條款的一部分；及

3.2.2	the Required Clauses in the Hong Kong Supplement shall govern and form part of the Terms between me and CPB HK for Relationship Services provided by CPB HK, and are incorporated by reference in this Supplement.	3.2.2	香港補充條款的所需條文應就花旗銀行香港分行提供有關聯繫服務時規管及構成本人與花旗銀行香港分行的條款的一部分，並根據本補充條款被納入其中。
3.3	For the avoidance of doubt, where the Relationship Centre is CPB SG and the Booking Centre is CPB HK:	3.3	為免生疑問，當聯繫中心為花旗銀行新加坡分行而記賬中心為花旗銀行香港分行時：
3.3.1	the Hong Kong Supplement shall govern and form part of the Terms between me and CPB HK in relation to Booking Services provided by CPB HK, and this Supplement shall be read together with and form part of the Terms; and	3.3.1	香港補充條款應就花旗銀行香港分行提供有關記賬服務時規管及構成本人與花旗銀行香港分行的條款的一部分，而本補充條款應與條款一併閱讀並構成條款的一部分；及
3.3.2	save as provided in Clause 6 of this Supplement, the Required Clauses in the Singapore Supplement shall govern and form part of the Terms between me and CPB SG for Relationship Services provided by CPB SG, and are incorporated by reference in this Supplement.	3.3.2	除本補充條款第6條另有規定外，香港補充條款的所需條文應就花旗銀行香港分行提供有關聯繫服務時規管及構成本人與花旗銀行香港分行的條款的一部分，並根據本條款被納入其中。
4	Applicability of Clauses	4.	條文的適用性
4.1	In the event of any inconsistency between any Clauses in this Supplement and the Hong Kong Supplement or Singapore Supplement (as the case may be), the Clauses shall generally prevail in the following order of precedence: (a) first, provisions of this Supplement; and (b) second, the Hong Kong Supplement if CPB HK is the Booking Centre or, as the case may be, the Singapore Supplement if CPB SG is the Booking Centre.	4.1	如本補充條款及香港補充條款或新加坡補充條款(視乎情況而定)的任何款文有任何抵觸，一般而言，有關條文應按照下列優先順序為準：(a)首先，本補充條款的條文；(b)其次，香港補充條款如花旗銀行香港分行為記賬中心或，視乎情況而定，新加坡補充條款如花旗銀行新加坡分行為記賬中心。
4.2	Clauses in the Terms (including any defined terms) shall be read according to the context required. In the event of any uncertainty in the applicability of a Clause to a specific context, Citibank shall (in its discretion) make a determination on the applicability of such Clause in a way which (in Citibank's opinion) allows it to best fulfil its legal and regulatory obligations.	4.2	條款中的條文(包括任何定義)應根據所需文意閱讀。如果在特別文意下不確定條文是否適用，花旗銀行將(按其酌情權)決定該等條文是否適用以至(花旗銀行認為)該等條文能最佳地符合其法律及監管義務。
5	Complaints	5.	投訴
5.1	If I have a complaint in relation to a Service, I will contact:	5.1	如果本人有一個關於服務的投訴，本人會聯絡：
5.1.1	the Booking Centre, if the complaint is regarding any aspect of the Booking Services;	5.1.1	記賬中心，如投訴與記賬服務的任何方面有關；
5.1.2	the Relationship Centre, if the complaint is regarding any aspect of the Relationship Services; or	5.1.2	聯繫中心，如投訴與聯繫服務的任何方面有關；或
5.1.3	alternatively, I will contact my relationship manager (for accounts opened in either Singapore or Hong Kong).	5.1.3	或者，本人會聯絡本人(在新加坡或香港開立的賬戶)的聯繫經理。
5.2	Notwithstanding the above, Citibank shall have discretion to determine whether a complaint should be handled by the Booking Centre or the Relationship Centre.	5.2	儘管前述，花旗銀行有酌情權決定投訴應由記賬中心或聯繫中心處理。
5.3	The provisions of Clause 5 of this Supplement are without prejudice to my right to complain to any relevant regulatory Authority or other relevant body.	5.3	本補充條款第5條的條文不影響本人向任何相關監管機構或其他有關機構投訴的權利。
5.4	For the avoidance of doubt, where the complaint is handled by CPB HK (whether as Booking Centre or Relationship Centre), it shall do so in accordance with the complaints clause in the Hong Kong Supplement, such Clauses having been incorporated by reference in the Terms, in accordance with Clause 3 of this Supplement.	5.4	如投訴由花旗銀行香港分行處理(無論作為記賬中心或聯繫中心)，其應按照香港補充條款中的投訴條文處理，該等條文已根據本補充條款的第3條，被納入條款中。
6	Investment Information, Suitability, Non-independent Intermediary etc.	6.	投資資料、適合性、非獨立中介人等
6.1	Without affecting the generality of Clause 3 of this Supplement and for the avoidance of doubt, where the Booking Centre is CPB SG, and the Relationship Centre is CPB HK:	6.1	在不影響本補充條款的第3條的一般性及為免生疑問，當記賬中心為花旗銀行新加坡分行而聯繫中心為花旗銀行香港分行時：
6.1.1	Clauses 8 and 9 of the Singapore Supplement shall not apply and shall not form part of the terms and conditions which govern my relationship with CPB SG; and	6.1.1	新加坡補充條款第8及9條將不適用，並不會構成規管本人與花旗銀行新加坡分行的關係的條款及細則的一部分；及
6.1.2	Clauses 2, 3, 4 and 13 of the Hong Kong Supplement shall apply and shall form part of the terms and conditions which govern my relationship with CPB HK. For the avoidance of doubt, the Singapore Supplement (including Clauses 8 and 9) does not form part of the Terms which govern my relationship with CPB HK.	6.1.2	香港補充條款第2、3、4及13條將適用，並會構成規管本人與花旗銀行香港分行的關係的條款及細則的一部分。為免生疑問，新加坡補充條款(包括第8及9條)並不會構成規管本人與花旗銀行香港分行的關係的條款及細則的一部分。
6.2	Without affecting the generality of Clause 3 of this Supplement and for the avoidance of doubt, where the Booking Centre is CPB HK, and the Relationship Centre is CPB SG:	6.2	在不影響本補充條款的第3條的一般性及為免生疑問，當記賬中心為花旗銀行香港分行而聯繫中心為花旗銀行新加坡分行時：

- 6.2.1

Clauses 8 and 9 of the Singapore Supplement shall not apply and shall not form part of the terms and conditions which govern my relationship with CPB SG. For the avoidance of doubt, the Singapore Supplement (including Clauses 9 and 10) does not form part of the Terms which govern my relationship with CPB HK; and
- 6.2.2

Clauses 2, 3 and 4 of the Hong Kong Supplement shall apply and shall form part of the terms and conditions which govern my relationship with CPB SG and references to CPB HK in those clauses shall be read as references to CPB SG.
- 6.2.1

新加坡補充條款第8及9條將不適用，並不會構成規管本人與花旗銀行新加坡分行的關係的條款及細則的一部分。為免生疑問，新加坡補充條款（包括第8及9條）並不會構成規管本人與花旗銀行香港分行的關係的條款及細則的一部分；及
- 6.2.2

香港補充條款第2、3及4條將適用，並會構成規管本人與花旗銀行香港分行的關係的條款及細則的一部分而提及花旗銀行香港分行的條文將被閱讀為提及花旗銀行新加坡分行。



Private Bank

Citi Private Bank, Hong Kong and Singapore Privacy Notice for Consumers

Our goal is to maintain your trust and confidence when handling personal information about you.

Choosing the Private Bank

By choosing Citi Private Bank you have made a choice that enables us to provide you with products and services to help you meet your financial needs and objectives.

Security of Personal Information

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic and procedural safeguards that meet or exceed applicable laws. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

A Citi Private Bank Relationship

You probably chose Citi Private Bank for its global reach and its ability to offer you the wide range of products and services available through Citigroup companies. While information is essential to our ability to provide superior service and appropriate product offerings to you, we also believe your trust in our handling that information is one of our most important assets.

About this Notice

We prepared this notice to let you know what privacy means for you as a Citi Private Bank client and to help you understand what information we collect, how we protect it, and the circumstances under which we may disclose it.

This notice replaces our prior notice and Citi Privacy Promise for Consumers. We may change this notice from time to time. If we do, we will notify you as required by applicable laws.

Information We Collect and Use

Clients expect us to know who they are when they call us for service. We collect and use information in order to help us meet those expectations and to serve their individual needs. What's more, we use that information to tailor Citigroup product and service offerings to different client needs and to enable us to extend those offers at appropriate times in their lives.

At the same time, by maintaining information, we eliminate the inconvenience of requiring clients to supply us with the same data over and over again. In addition, we collect and use information to meet legal and regulatory standards (e.g. "know-your-customer" requirements) and to operate prudently (e.g. managing credit risk).

We collect public and non-public personal information about clients from applications, other forms or documentation, clients' transactions or communications with us, and from Citigroup affiliates or non-affiliated third-parties, such as credit bureaus and personal references.

Information We Disclose

We do not disclose non-public personal information about our clients or former clients to anyone, except to bring them products and services available through us, to help serve their individual needs, to companies that perform marketing, research and services on our behalf, or as permitted under the terms of client account documents or other agreements (e.g. subscription agreements) with us or as permitted or required by applicable laws.

Please refer to the terms and conditions governing your account and the Circular relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and Usage of Customer Information and/or Citibank Singapore Circular relating to the Personal Data Protection Act (as applicable) for further details regarding Citi Private Bank's collection and use of your information.

Inquiries

If you have any questions about any of the above information, please call your Private Bank Team.

NOTE: "Citi Private Bank" is a business of Citigroup Inc. providing products and services to private banking clients through various Citigroup affiliates, including Citibank, N.A.

Private Bank



香港及新加坡花旗私人銀行 致客戶的私隱通告

花旗銀行的目標是就處理關於閣下的個人資料時維持閣下的信任及信心。

選擇私人銀行

憑著選擇花旗私人銀行，閣下的決定使花旗銀行能向閣下提供產品及服務以協助閣下達到閣下的財務需要及目標。

個人資料的安全

有關閣下的個人資料的安全為花旗銀行的優先考慮。花旗銀行以設置符合或超過適用法律的實質、電子及程序上的保障措施保護此等資料。花旗銀行就妥善處理個人資料對員工作出培訓。當花旗銀行使用其他公司為其提供服務，花旗銀行要求該等公司保護其接收的個人資料的保密性。

花旗私人銀行的關係

閣下選擇花旗私人銀行可能因為其國際覆蓋及透過花旗集團公司向閣下提供廣泛產品及服務的能力。當資料是花旗銀行提供優越服務及適當產品的能力不可缺少的一部份，花旗銀行亦相信閣下信賴本行處理該等資料是花旗銀行最重要的資產之一。

關於本通知

花旗銀行預備此通知以令閣下知道，就閣下身為花旗私人銀行的客戶，私隱對閣下的意義，且協助閣下明白花旗銀行收集何等資料、如何保護該等資料及在何等情況可作出披露。

本通知取代花旗銀行之前的通知及花旗對消費者的私隱承諾。花旗銀行可不時更改本通知。如作出更改，花旗銀行會按適用法律通知閣下。

花旗銀行收集及使用的資料

客戶期望，當聯絡花旗銀行要求服務時，花旗銀行瞭解客戶。花旗銀行收集及使用資料以協助花旗銀行滿足該等期望及服務其個人需要。更重要的是，花旗銀行使用該等資料以按不同客戶需要定制花旗集團產品及服務，使花旗銀行能將該等產品及服務在適當時候伸延至其生活。

同時，透過保存資料，花旗銀行消除花旗銀行須要求客戶重覆提供同一資料的不便。此外，花旗銀行收集及使用資料以達到法律及監管標準（如“認識你的客戶”的要求）及審慎運作（如管理信用風險）。

花旗銀行從申請表、其他表格及文件、客戶與花旗銀行的交易或通訊及花旗集團附屬及非附屬第三方如信用機構及私人參考人收集關於客戶的公開及非公開私人資料。

花旗銀行披露的資料

花旗銀行並不向任何人披露其客戶或前客戶的非公開私人資料，但向客戶提供花旗銀行的產品及服務、協助服務個人需要、給予協助花旗銀行提供市場營銷、市場調查及服務的公司或客戶賬戶或其他協議（如認購協議）條款下容許或適用法律要求的情況除外。

如欲瞭解花旗私人銀行收集及使用閣下資料的更多詳情，請參閱規限閣下賬戶的條款及條件及《關於個人資料(私隱)條例(香港法例第486章)及客戶資料使用通告》及/或《關於個人資料保護法案的花旗銀行新加坡通告》(如適用)。

查詢

如對上述資料有任何疑問，請聯絡閣下的私人銀行團隊。

註：“花旗私人銀行”為 Citigroup, Inc. 的業務，透過各個花旗集團附屬公司包括花旗銀行 (Citibank, N.A.) 提供產品及服務予私人銀行客戶。

Private Bank



Citi Private Bank
APAC Best Execution Policy for the
Advisory Business
Mar 2021

花旗私人銀行
亞太區諮詢業務最佳執行政策
2021年3月

1. Purpose of This Policy

- 1.1 We recognize the importance of executing client orders in respect of financial instruments on the best available terms. The best execution Policy sets out the steps which Citi Private Bank ("CPB") APAC's legal entities arrange and achieve the best available terms for you, as a CPB client, when receiving, transmitting and/or executing your orders in respect of financial instruments as set out in paragraphs 2.2.
- 1.2 This Policy sets out the strategy and practical steps that CPB is taking to ensure that it complies with its best execution obligations, including the steps that CPB is taking in relation to each asset class to obtain the best available terms for you on a consistent basis.
- 1.3 CPB may update this Policy from time to time. For the most up-to-date version of this Policy, you should speak with your Relationship Manager or refer to CPB's website.

2. Scope of This Policy

2.1 Which activities are in scope?

This Policy applies whenever CPB receives and handles requests for quotes ("RFQs") and/or execution instructions, whether solicited or unsolicited, in respect of Financial Instruments, where CPB:

- Is operating or executing as principal, riskless principal or agent; and
- Receives price quotes from, executes, and/or submits execution instructions to, any Citi affiliates (which for this purpose may include branches of and/or businesses within Citibank N.A.), third party brokers, third party execution venues, third party OTC counterparties or third party issuers, following a request or instruction (whether solicited or unsolicited) from you.

2.2 Which products are in scope?

This Policy applies to all 'financial instruments', which for the purposes of this Policy include, but are not limited to: cash equities; fixed income product; spot FX; ; OTC derivatives; and all structured products across all asset classes (whether in OTC or securitized form) and all products otherwise described in Appendix A.

2.3 Which business are in scope?

This Policy will apply to any individual representing an in-scope entity, when they perform an in-scope activity in relation to financial instruments, each as set out in paragraphs 2.1 and 2.2 above and 2.4 below. This Policy should not ordinarily apply to CPB's Investment Finance business, Banking business, or Trust and Insurance referral business, unless they are performing an in-scope activity in relation to financial instruments.

2.4 Which CPB legal entities are in scope?

The CPB legal entities covered by this Policy are:

- Citibank N.A., Hong Kong Branch
- Citibank N.A., Singapore Branch

2.5 Application of the best execution rules

This Policy seeks to apply a consistent, harmonized approach to best execution for CPB APAC as a whole, except where indicated. If you have any questions, please contact your Private Banker.

2.6 Which clients are in scope?

This Policy is primarily intended to apply where you, as a CPB APAC client, send orders using accounts opened under the CPB legal entities listed in 2.4.

3. What is best execution?

3.1 "Best execution" means:

- That we have established this Policy that is designed to achieve the best available terms (taking into account all relevant execution factors described below) across all orders on a consistent basis when placing the orders for execution with execution venues identified in this Policy.

1. 本政策的目的

- 1.1 我們承認以最佳可獲條款執行客戶有關金融工具的訂單是很重要的。最佳執行政策列明瞭花旗私人銀行（“CPB”）亞太區各法律實體在接收、傳輸和/或執行第2.2款中所述有關您的金融工具的訂單時，為貴為CPB客戶的您所安排和實現最佳可獲條款所採取的步驟。
- 1.2 本政策列明了CPB正在採取以確保履行其最佳執行義務的策略和實際步驟，包括CPB就每一資產類別採取，始終如一地為您取得最佳可獲條款所採取的步驟。
- 1.3 CPB可不時更新本政策。有關本政策的最新版本，您應當諮詢您的客戶關係經理或查閱CPB網站。

2. 本政策的範圍

2.1 哪些活動在範圍之內？

本政策在CPB收到和處理有關金融工具的詢價（“詢價”）和/或執行指令（無論是經請求的還是未經請求的）的任何時候均適用，即CPB：

- 以委託人、無風險委託人或代理人身份操作或執行；及
- 應您的要求或指令（無論是經請求的還是未經請求的），從花旗的任何關聯方（為此目的，可能包括美國花旗銀行有限公司的分支機構和/或其內部的業務）、協力廠商經紀人、協力廠商執行地點、協力廠商場外交易對手或協力廠商發行人接收報價、向其執行和/或提交執行指令。

2.2 哪些產品在範圍之內？

本政策適用於所有“金融工具”，為本政策之目的，金融工具包括但不限於：現金股票、定息產品、即期外匯、場外衍生品、以及跨所有資產類別的所有結構性產品（無論是場外交易方式還是證券化方式）及附件A中另行描述的所有產品。

2.3 哪些業務在範圍之內？

本政策適用於任何代表範圍內實體的個人，當他們從事與金融工具有關的範圍內活動時，具體如上文第2.1款和第2.2款及下文第2.4款所述。本政策通常不適用於CPB的投資金融業務、銀行業務或信託和保險轉介業務，除非他們從事與金融工具有關的範圍內活動。

2.4 哪些CPB法律實體在範圍之內？

本政策所涵蓋的CPB法律實體包括：

- 美國花旗銀行有限公司香港分行
- 美國花旗銀行有限公司新加坡分行

2.5 最佳執行規則的適用

本政策旨在對CPB亞太區作為一個整體適用始終如一且協調統一的最佳執行方法，除非另有說明。若您有任何疑問，敬請與您的私人銀行專員聯繫。

2.6 哪些客戶在範圍之內？

本政策主要旨在適用於您貴為CPB亞太區客戶，使用在第2.4款所列的CPB法律實體開立的帳戶所發出訂單的情況。

3. 什麼是最佳執行？

3.1 “最佳執行”是指：

- 我們制定了本政策，本政策旨在向本政策中明確的執行地點發出執行訂單時，使所有訂單能夠一致地實現最佳可獲條款（結合下文所述的所有相關的執行因素）。

- That we are committed to comply with the Policy.
- That we will take steps to monitor, review and update the Policy and where appropriate our best execution arrangements to ensure that we continue to achieve such results.

Complying with our best execution obligations does not involve a transaction-by-transaction analysis. Instead, we are required to take sufficient steps to obtain the best available terms on a consistent basis when executing orders on your behalf or when we pass orders to others for execution, having regard to the execution factors described below.

3.2 Execution Factors

Price alone may not always drive the choice of the most suitable counterparty, selected from among Citi affiliates (which for this purpose may include branches of and/or businesses within Citibank N.A.), third party brokers, third party execution venues, third party OTC counterparties or third party issuers, with whom an RFQ or trade will be executed. A range of practical considerations will be taken into account when CPB selects the counterparty for each RFQ or trade:

- Quoted price (and the availability of multiple quotes within a reasonable timeframe);
- Transaction cost (if these would be borne directly by the investor);
- Speed and likelihood of execution and settlement (based on experience over time);
- Order size and nature (applicable to both small and large size transactions);
- Characteristics of the financial instruments (commoditized vs. unique/proprietary)
- Complexity and scale of operations (including implicit cost of multi-RFQs)

3.3 Weighting of Execution Factors

The weighting of each execution factor may change with respect to each RFQ or trade. CPB will take into account several criteria in determining the relative importance of the execution factors, to ascertain whether best execution obligations have been met:

- Total cost to the client of completing the trade (price plus commissions);
- The characteristics of the client (including access to independent price discovery);
- The characteristics of the client order (size, timing, execution methodology, etc.);
- The characteristics of the financial instruments that are the subject of that order;
- The characteristics of the execution venue to which that order can be directed; and
- Any special objectives the client may have in relation to the execution of the order.

As a basic guideline, where an order is linked to financial instruments that are commonly quoted and traded, either on a major exchange or in an established OTC market, where the trade size and execution instructions would be considered standard for the financial instrument trading in the subject exchange or OTC market, if multiple quotes are available, then multiple quotes should be gathered, over a reasonable timeframe (the length of which should be determined with respect to the deal size, product type and exchange or OTC market), from a panel of pre-selected counterparties. The trade should then be executed against the best price that is received. Where the financial instrument is infrequently traded, new, unusual or bespoke, and/or the trade size and/or execution instructions would not be considered standard for the financial instrument trading in the subject exchange or OTC market, and/or the market conditions are volatile, etc, then the CPB transactor may exercise discretion in the selection of one or more counterparties to which the RFQ may be directed and/or the trade execution may be assigned. In either situation, the policies described in this document must be followed.

- 我們承諾遵守本政策。
- 我們將採取措施監督、審查和更新本政策，並在適當的情況下監督、審查和更新我們的最佳執行安排，以確保我們持續取得該等成果。

遵守我們的最佳執行義務並不涉及逐筆交易分析。相反，在代表您執行訂單時，或在我們將訂單轉交予他人執行時，我們需要結合下文所述的執行因素，採取充分的步驟始終如一地取得最佳可獲條款。

3.2 執行因素

僅憑價格並不總是能夠從花旗的關聯方（為此目的，可能包括美國花旗銀行有限公司的分支機構和/或其內部的業務）、協力廠商經紀人、協力廠商執行地點、協力廠商場外交易對手或協力廠商發行人中選出執行詢價或交易的最合適的交易對手。CPB在為每次詢價或交易選擇交易對手時，將考慮一系列實際因素：

- 報價（以及在合理時間內是否可獲得多個報價）；
- 交易費用（如果該等費用將由投資者直接承擔）；
- 執行和結算的速度和可能性（基於時間推移所積累的經驗）；
- 訂單的規模和性質（適用於小額交易和大額交易）；
- 金融工具的特徵（商品化與獨特/專有）
- 操作的複雜性和規模（包括多個詢價的隱含成本）

3.3 執行因素的權重

各執行因素的權重可能因每次詢價或交易而異。CPB在確定執行因素的相對重要性時，將綜合考慮多個標準，以確定最佳執行義務是否得到履行：

- 客戶完成交易的總成本（價格加佣金）；
- 客戶特徵（包括能夠獨立地進行價格發現）；
- 客戶訂單的特徵（規模、時間、執行方式等）；
- 相關訂單的金融工具的特徵；
- 訂單可能會被傳送到執行地點的特徵；及
- 客戶可能擁有與執行訂單有關的任何特殊目標。

基本原則是，某項訂單是與在大型交易所或成熟的場外交易市場上普遍報價和交易的金融工具掛鉤的，若交易規模和執行指令對於在目標交易所或場外交易市場上進行金融工具交易而言會被視為標準規模和指令，在可獲得多個報價的情況下，應當在一段合理時間內從預先選定的若干交易對手收集多個報價（收集時間長短應當根據交易規模、交易類型、交易所或場外交易市場而定）。隨後應當以所收到的最佳價格執行交易。若金融工具交易不頻繁、或為新的、獨特的或定制化的金融工具，和/或交易規模和/或執行指令對於在目標交易所或場外交易市場上進行金融工具交易而言不會被視為標準規模和/或指令，和/或市場條件波動，等等，則CPB交易員可酌情選擇一個或多個作為詢價物件和/或被指派執行交易的交易對手。無論哪種情況，均須遵守本檔中所述的政策。

The execution factors which CPB will generally prioritise are described in Appendix A according to asset class and, where relevant, order type.

4. When does best execution apply?

- 4.1 CPB will owe a duty of best execution to you when acting for you or with you in receiving, transmitting and/or executing your orders in financial instruments in any of the circumstances described in paragraph 2.1.

5. Compliance with client instructions

- 5.1 Where CPB has accepted your instructions with respect to the execution of your order, we will follow them to the extent it is possible for us to do so. You will need to be aware that to the extent that we accept and follow your instructions, we will have satisfied our best execution obligations with respect to that aspect of the order, although best execution will still be applicable to other aspects of your order to the extent that they are not covered by the your instructions. For example:

- 5.1.1 Where you instruct us to execute your order on a particular venue, we will not be responsible for selecting the venue, but we may still owe a duty of best execution in relation to other aspects of the order not covered by the your instructions (e.g. price, time); or

- 5.1.2 Where you instruct us to execute your order at a particular time or over a particular period, regardless of the price available, we will endeavor to execute your order at that time or over that period on the best available terms but best execution obligations will not apply with respect to timing, price or other factors that have been directly determined as a result of the your instructions.

6. Use of Brokers and Dealers

- 6.1 CPB may assign trade executions to affiliated or non-affiliated brokers and dealers. CPB Capital Markets will maintain a panel of selected affiliated and non-affiliated brokers and dealers, and only those brokers and dealers will be used in the execution of client orders. CPB Capital Markets will review the panel of selected brokers and dealers on a periodic basis to ensure - on a best-efforts basis - that the selected panel is sufficient to facilitate CPB's regulatory obligations with respect to executing client orders on the best available terms on a consistent basis over time.

- 6.2 CPB will take into account a number of factors when selecting brokers and dealers - including accessibility to the relevant market, experience in the relevant market and ability to give up and clear trades. CPB will select appropriate brokers to ensure they meet the standards required.

- 6.3 CPB may also select or reject a brokers or dealers on the basis of a review of that entity's historical execution performance.

7. Transactions through single counterparty

- 7.1 CPB will apply an 'open architecture' or 'closed architecture' approach to executing your orders, subject to consideration of factors and conditions outlined in 3.1, 3.2 and 3.3 above as relevant to the product in question. In particular, further to point 3.3 above, where a financial instrument is infrequently traded, new, unusual or bespoke, and/or the trade size and/or execution instructions would not be considered standard for the subject exchange or OTC market, CPB may decide to execute the client's order by transacting with or through a single counterparty where multiple quotes or multiple counterparties are unavailable and / or after considering the relevant execution factors and conditions. This single counterparty may be either a Citi internal affiliate or an external counterparty - for certain asset classes, the choice of a single counterparty may also be a necessity because only one counterparty offers the relevant product in the market (and thus CPB's choice of counterparty is determined by the characteristics of the financial instrument). For these financial products, CPB will monitor the price quality of the single counterparty on a best efforts basis. The financial instruments which CPB currently executes only with Citi internal affiliates are summarized in Appendix B.

8. Monitoring

- 8.1 Where the duty of best execution applies (as described in section 2 above), we will monitor the effectiveness of our execution arrangements and assess whether the execution venues we have selected provide the best available terms for orders executed on your behalf on a consistent basis. The way in which we conduct monitoring will vary depending on asset class.

CPB通常會優先考慮的執行因素根據資產類別和在相關情況下訂單類型列於附件A中。

4. 何時適用最佳執行？

- 4.1 在第2.1款所述的任何情況下，CPB在代表您或與您一道接收、傳送和/或執行您的金融工具訂單時，對您負有最佳執行的責任。

5. 遵守客戶指令

- 5.1 若CPB已接受您就執行您的訂單而發出的指令，我們將在可能的範圍內遵照執行。您需知悉，在我們接受並遵循您的指令的前提下，我們將已履行我們對於該訂單所涵蓋的該方面負有的最佳執行義務，儘管最佳執行仍將適用於您的訂單中未被您的指示所涵蓋的其他方面。例如：

- 5.1.1 您指示我們在特定地點執行您的訂單的，我們將不負責選擇該地點，但對於您的訂單中未被您的指示所涵蓋的其他方面（如價格、時間），我們仍負有最佳執行責任；或

- 5.1.2 您指示我們在特定時間或期間內執行您的訂單的，無論可獲得的價格為何，我們將努力按最佳可獲條款在該等時間或期間內執行您的訂單，但最佳執行義務不適用於時間安排、價格等，因您的指令而已直接決定的因素。

6. 經紀人和交易商的聘用

- 6.1 CPB可將交易執行指派給有關聯關係或無關聯關係的經紀人和交易商。CPB資本市場將維持一個由選定的有關聯關係和無關聯關係的經紀人和交易商組成的小組，只有該等經紀人和交易商將被用於執行客戶訂單。CPB資本市場將定期審查選定的經紀人和交易商小組，以盡最大努力確保該小組足以促進CPB履行隨著時間推移始終如一地以最佳可獲條款執行客戶訂單這一監管義務。

- 6.2 CPB在選擇經紀人和交易商時將考慮諸多因素，包括進入相關市場的可能性、在相關市場的經驗以及擁有放棄和清算交易的能力。CPB將選擇合適的交易商以確保其符合要求達到的標準。

- 6.3 CPB還可根據對某一經紀人或交易商的以往執行情況進行的審查，選定或拒絕聘用該實體。

7. 通過單一交易對手進行的交易

- 7.1 CPB將在考慮上文第3.1、3.2和3.3款所概述的，與所議產品相關的因素和條件的前提下，採用“開放式架構”或“封閉式架構”的方式執行您的訂單。特別是，關於上文第3.3款，若某一金融工具交易不頻繁、或為新的、獨特的或定制化的金融工具，和/或交易規模和/或執行指令對於目標交易所或場外交易市場而言不會被視為標準規模和/或指令，CPB可在無法獲得多個報價或多個交易對手的情況下和/或在考慮相關執行因素和條件後決定與單一交易對手交易或通過單一交易對手交易而執行客戶訂單。該單一交易對手可以是花旗內部關聯方，也可以是外部交易對手。對於某些資產類別，選擇單一交易對手也可能是必要的，原因在於市場上只有一個交易對手提供相關產品（因此，CPB選擇交易對手系因金融工具的特徵而定）。對於該等金融產品，CPB將盡最大努力監控單一交易對手的價格品質。CPB目前僅與花旗內部關聯方執行的金融工具概述見附件B。

8. 監控

- 8.1 在適用最佳執行責任的情況下（如上文第2條所述），我們將監控我們的執行安排的有效性，並評估我們所選擇的執行地點是否始終如一地在我們代您執行的訂單時提供最佳可獲條款。我們進行監控的方式將因資產類別而異。

8.2 For orders which CPB executes with a single counterparty, CPB may compare the prices offered against external benchmarks on a best efforts basis. For products for which external benchmarks are not available, CPB will instead assess whether its choice of a single counterparty is ensuring that best execution is provided on a consistent basis through application of the execution factors described in this policy.

Appendix A: Best Execution Factors for Different Products

The major best execution factor for different products is illustrated below. However please refer to section 3.2 for details of other execution factors to which CPB may have regard when executing your orders.

Equities, Exchange Traded Funds, Warrants

- For market orders, the major factor to be considered is speed of execution.
- For limit orders, the major factor to make sure the order is executed with the limit price.
- For orders which have special execution instructions, e.g. VWAP, price is the major factor.

Participation Notes (P Notes)

- The major factor to be considered is price.

Fixed Income

- For orders with tradeable size and limit price, the major factor is price.
- For very liquid instruments, the major factor is the speed of execution.
- For illiquid instrument, small order or order with limit price out of price range, the major factor is the likelihood of execution
- For sizeable order, the major factors include but not limited to price, market impact and other considerations.

Equities OTC Derivatives, Accumulator/Decumulators, Market Linked Instruments, Swaps

- For orders which CPB executes with different counterparties, the major factor is price.
- Note that for orders which CPB executes with a single counterparty, CPB may not source multiple price quotes or compare the prices offered to an external benchmark. CPB will however ensure that best execution is provided on a consistent basis through application of the procedures described in sections 6 and 7 of this Policy.

FX Spot / Forward / Swap

- The major factor to be considered is price.

FX OTC Options, Accumulator/Decumulator, Premium instrument, Commodities Derivatives (Precious Metals)

- The major factor to be considered is price, except for small orders with immaterial price difference as determined by CPB based on relevant criteria from time to time for which speed of execution shall be the major factor (note that CPB shall not seek multiple price quotes for small orders).

FX Pivot and TARN

- The major factor to be considered is price.

Bond Options, Treasury Options

- The major factor to be considered is price.

Rates Derivatives (Cross Currency Swap, Swaptions, Interest Rate Swap) and Credit Default Swap

- The major factor to be considered is price.

8.2 對於CPB與單一交易對手執行的訂單，CPB可盡最大努力將所提供的價格與外部基準進行比較。對於沒有外部基準的產品，CPB將評估其選擇單一交易對手是否能夠確保通過應用本政策中所述的執行因素而一致的基礎上進行最佳執行。

附件A：不同產品的最佳執行因素

不同產品的主要最佳執行因素如下文所示。但是，如欲瞭解CPB在執行您的訂單時可能會考慮的其他執行因素的詳情，敬請參閱第3.2款。

股票、交易所交易基金、權證

- 對於市價訂單，需要考慮的主要因素是執行速度。
- 對於限價訂單，確保訂單以限定價格執行是主要因素。
- 對於有特殊執行指令的訂單，如成交量加權平均價（VWAP），價格是主要因素。

參與憑證

- 需要考慮的主要因素是價格。

定息產品

- 對於附帶可交易規模和限定價格的訂單，主要因素是價格。
- 對於流動性強的金融工具，主要因素是執行速度。
- 對於流動性欠佳的金融工具、小額訂單或限定價格超出價格範圍的訂單，主要因素是執行的可能性
- 對於大規模訂單，主要因素包括但不限於價格、市場影響和其他考慮因素。

股權類場外衍生品、累積認購期權/累積認沽期權、市場掛鉤票據、互換

- 對於CPB與不同交易對手執行的訂單，主要因素是價格。
- 請注意，對於CPB與單一交易對手執行的訂單，CPB不得尋找多個報價或將提供的價格與外部基準比較。但CPB將通過執行本政策第6條和第7條所述的程式，確保始終如一地進行最佳執行。

外匯即期/遠期/互換

- 需要考慮的主要因素是價格。

外匯場外期權、累積認購期權/累積認沽期權、溢價工具、大宗商品衍生品（貴金屬）

- 考慮的主要因素是價格，但CPB根據相關標準不時確定價格差異不大的小額訂單，執行速度應是主要因素（請注意CPB不應為小額訂單尋求多個報價）。

外匯樞軸點和目標累計贖回合約（TARN）

- 需要考慮的主要因素是價格。

債券期權、國債期權

- 需要考慮的主要因素是價格。

利率衍生品（交叉貨幣互換、互換期權、利率互換）和信用違約互換

- 需要考慮的主要因素是價格。

Structured Notes (Equity, Credit and FX)

- The major factor to be considered is price.
- Given, however, that each structured note is unique (e.g., with different issuer, credit rating, funding cost, settlement cycle, etc.) and designed to meet the client's preferences, notwithstanding that CPB shall strive to obtain the best price this shall be subject to CPB's overarching obligation to act in its client's best interests by ensuring that the product meets the client's investment objectives, risk tolerance and other relevant considerations.

Mutual Fund Derivatives (Options, Accumulator and Decumulator)

- The major factor to be considered is price.

Commodities Derivatives (except precious metal)

- The major factor to be considered is price.
- CPB may make additional products available to clients from time to time. If you are considering trading a product that is not listed above and are interested in CPB's best execution arrangements for that product class, please check the most up-to-date version of this Policy as made available on CPB's website and/or speak with your Relationship Manager.

Appendix B: Financial Products Executed by a Single Counterparty

Note that, for orders which CPB executes with a single counterparty, CPB may not source multiple price quotes prior to the execution of your order or compare the prices offered by counterparties to an external benchmark. CPB will however ensure that best execution is provided on a consistent basis through application of the procedures described in sections 6 and 7 of this Policy.

- **Equities OTC Options**
 - Products or Structures:
 - Barrier Options
 - Basket Options
 - Non-Vanilla Options
- **Equities Market Linked Instruments and Equity Swap**
 - Products or Structures:
 - Total Return Swap
 - Enhanced Bonus Coupon with Barrier
 - Participation with Floor
 - Buy on Dip
 - Participation and Booster
 - Twin Twin
 - Non-Autocallable Guaranteed Coupon
 - Autocall Step Down
- **Participation Notes**
- **FX Spot, Forward and Swap (including precious metal)**
- **FX Pivot and TARN**
- **CNH FX derivatives**
- **Bond Options, Treasury Options**
- **Rates Derivatives (Cross Currency Swap, Swaptions, Interest Rate Swap) and Credit Default Swap**
- **Mutual Fund Options and Accumulator**
- **Commodities Derivatives (except precious metal)**

結構性票據（股票、信貸和外匯）

- 需要考慮的主要因素是價格。
- 然而，鑒於每項結構性票據都是獨一無二的（例如，有不同的發行人、信用評級、融資成本、結算週期等），並且是為了滿足客戶的偏好而設計的，所以儘管CPB應努力獲得最佳價格，但CPB應遵守CPB的首要義務，即通過確保產品符合客戶的投資目標、風險承受力和其他相關考慮因素，為客戶的最佳利益行事。

共同基金衍生品（期權、累積認購期權和累積認沽期權）

- 需要考慮的主要因素是價格。

大宗商品衍生品（貴金屬除外）

- 需要考慮的主要因素是價格。
- CPB可不時向客戶提供額外產品。如您正在考慮交易上文未列出的產品，並且對CPB對該產品類別的最佳執行安排感興趣，敬請查看CPB網站上提供的本政策的最新版本，和/或與您的客戶關係經理聯繫。

附件B：單一交易對手執行的金融產品

請注意，對於CPB與單一交易對手執行的訂單，CPB不得在執行您的訂單前尋找多個報價或將交易對手提供的價格與外部基準比較。但CPB將通過執行本政策第6條和第7條所述的程式，確保始終如一地進行最佳執行。

- **股權類場外期權**
 - 產品或結構：
 - 障礙期權
 - 籃子期權
 - 非普通期權
- **股票市場掛鉤票據與股權互換**
 - 產品或結構：
 - 總收益互換
 - 附障礙的增強型紅利息票
 - 附下限參與
 - 逢低買進
 - 參與和助推器（Booster）
 - 雙胞胎股票
 - 非自動贖回保證息票
 - 逐步調降自動提前贖回
- **參與憑證**
- **外匯即期、遠期和互換（包括貴金屬）**
- **外匯樞軸點和目標累計贖回合約（TARN）**
- **離岸人民幣外匯衍生品**
- **債券期權、國債期權**
- **利率衍生品（交叉貨幣互換、互換期權、利率互換）和信用違約互換**
- **共同基金期權和累積認購期權**
- **大宗商品衍生品（貴金屬除外）**



Private Bank

List of Important Customer Notices

重要客戶通知清單

1. Portfolio-based Suitability Approach and Derivatives Knowledge
投資組合為本合適性方法和衍生產品知識
2. Global Investment Opportunities and Product Disclosure
全球投資機會和產品披露
3. Citibank Singapore Circular relating to the Personal Data Protection Act ("Circular")
新加坡花旗銀行關於《個人資料保護法》之通告（“通告”）
4. Citibank Hong Kong Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information
香港花旗銀行關於《個人資料(私隱)條例》及客戶資料使用之說明

Notes 注意:

Please refer the booklet "How to Read Product Key Facts Statements" published by the Investor and Financial Education Council (IFEC) of Hong Kong. This booklet aims to help the Hong Kong investing public understand the features and risk of an investment product through reading Key Facts Statements. The booklet can be found on the IFEC website ifec.org.hk/en/

請參閱香港投資者及理財教育委員會(IFEC)出版的“解讀產品資料概要”小冊子。本小冊子旨在通過解讀產品資料概要，幫助香港投資大眾了解投資產品的特徵和風險。您可以在IFEC網址查閱本小冊子: ifec.org.hk/en/

You can also refer to the IFEC website for other investor educational materials via the link below:
ifec.org.hk/en/

您還可以通過以下連結前往IFEC網站以獲取其他投資者教育資料：
ifec.org.hk/en/

Portfolio – based Suitability Approach and Derivatives Knowledge

Dear Client,

As a leading global wealth manager, we are dedicated to help you manage your assets and achieve your financial goals in line with regulatory requirements.

In order to assist you to better understand how we determine the types of products and services that are available to you, we would like to provide you with additional information on the account relationship types offered by Citi Private Bank (“CPB”), the different components of your Investment Mandate, as well as CPB’s “portfolio-based” approach to conducting suitability.

Suitability Assessment

For all our clients of **CPB Hong Kong and CPB Singapore**, we deploy a holistic approach to understand your financial circumstances and preferences, and we assess your suitability for investment products on a portfolio basis under an agreed Investment Mandate. **For (i) CPB accounts booked in Hong Kong or (ii) CPB accounts booked in Singapore that are managed by our bankers in Hong Kong**, CPB provides investment services to clients who meet the criteria to qualify as “Private Banking Customers” (“PB Customers”). CPB clients who do not meet the “PB Customers” criteria will only be permitted to engage in non-investment transactions such as deposits, loans and spot FX, as well as transactions to reduce the existing investment positions held in their accounts.

Based on information you provide to us from time to time, your Investment Mandate with CPB is documented in your Suitability Confirmation Letter, which is/will be sent to you at the time of account opening and periodically throughout our relationship. It includes information such as your investment objective, risk tolerance, time horizon, investment experience and knowledge and account relationship type.

1. Account Relationship Types

Account Relationship Types contribute to determining what products and services a client may execute within a given account, and the nature of the Bank’s and client’s obligations to each other, especially as regards provision of information. CPB offers two different types of accounts: Recommended Account and Designated Account.

1.1 Recommended Account

In a Recommended Account relationship, you will receive information from us, including recommendations, on various investments and also carry out non-advised or unsolicited transactions in relation to a wide range of products. We do not directly receive a fee for such information and recommendations, but may receive fees, for example, in connection with the execution of transactions. Fees will vary depending on the types of products and services you select, and will be communicated to you in the related documentation.

¹ In view of guidance issued by the Hong Kong Monetary Authority (“HKMA”) to facilitate the private banking industry’s compliance with regulatory requirements governing the sales of investment products, private banks in Hong Kong may provide investment services using private banking approach to clients who meet the criteria to qualify as “Private Banking Customers” (“PB Customers”). “PB Customers” are specifically defined to refer to clients with: (i) at least US\$ 1 million or its equivalent in any other currency in investable assets under CPB’s management (“Account Threshold”); or (ii) at least US\$ 3 million or its equivalent in any other currency in investable assets with other financial institutions, as evidenced by supporting documentation. Investable assets comprise securities, deposits and certificates of deposits.

投資組合為本合適性方法和衍生產品知識

尊敬的客戶：

作為全球領先的財富管理機構，我們致力於幫助您管理您的資產並實現符合監管要求的財務目標。

為了幫助您更好地了解我們如何決定您可以使用的產品和服務類型，我們向您提供有關花旗私人銀行(“CPB”)所提供的賬戶關係類型、您的投資委託書的不同組成部分及CPB以“投資組合為本”方法進行合適性評估之更多信息。

合適性評估

對於**CPB香港和CPB新加坡**的所有客戶，我們採用統觀全局方針以了解您的財務狀況和偏好，並根據商定的投資委託書來評估您在投資組合基礎上對投資產品的合適性。**就(i) 在香港入賬的CPB賬戶或(ii) 在新加坡入賬、由我們在香港的經理管理的CPB賬戶**，CPB為符合“私人銀行客戶”資格的客戶提供投資服務(“PB客戶”)。不符合“PB客戶”資格的CPB客戶將只能進行非投資交易，如存款、貸款和即期外匯，以及減少其賬戶中現有投資持倉的交易。

根據您不時向我們提供的信息，您的CPB投資委託書會記錄在您的合適性確認書中，該確認書已/將在開戶時發送給您，並在您與我們維持賬戶期間定期發送給您。它包括諸如您的投資目標、風險承受能力、投資年期、投資經驗和知識及賬戶關係類型等信息。

1. 賬戶關係類型

賬戶關係類型有助於確定客戶在某賬戶中可以執行的產品和服務，以及銀行和客戶對彼此的義務的性質，特別是在提供信息方面。CPB提供兩種不同類型的賬戶：推薦賬戶和指定賬戶。

1.1 推薦賬戶

在推薦賬戶關係中，您將收到我們提供有關各種投資的信息，包括建議，及就廣泛的產品進行非建議或非應邀的交易。我們不會直接就此類信息和建議收取費用，但可能會收取如與執行交易有關的費用。費用將根據您選擇的產品和服務類型而有所不同，並將在相關文件中告知您。

¹ 鑑於香港金融管理局(“HKMA”)為協助私人銀行業界遵守有關銷售投資產品的監管規定所發出的指引，香港的私人銀行可以使用私人銀行方式為符合條件成為“私人銀行客戶”(“PB客戶”)的客戶提供投資服務。“PB客戶”被特別定義為以下客戶：(i) 至少100萬美元(或任何其他貨幣的等值)由CPB管理的可投資資產(“賬戶門檻”)；或(ii) 至少300萬美元(或任何其他貨幣的等值)於其他金融機構的可投資資產，由證明文件所證明。可投資資產包括證券、存款及存款證。

另請注意以下事項：

Please also note the following:

- A Recommended Account relationship is not a fiduciary relationship and as a result, we will not be under any obligation to provide ongoing advice in relation to your investments. We will be under no obligation to bring investment opportunities to your attention or to update the information or advice provided unless we have agreed in writing to maintain your portfolio under continuous review and provide specific recommendations from time to time.
- We are not obliged to provide periodic portfolio reviews. Periodic portfolio reviews will not be provided to you unless: (a) it is required by local laws or regulations; or (b) we have specifically agreed with you in writing to provide such service.

1.2 Designated Account

If you enter into formal discretionary investment management agreements with us, in which you pay Citi a fee for discretionary investment management services with respect to an account, such account would be a Designated Account. In a Designated Account relationship, Citi has discretionary trading authority over the account and is not required to obtain your authorisation prior to executing a transaction within the account. There will be periodic portfolio reviews, which may include (i) a review of the products in your portfolio and (ii) recommendations or reporting as stipulated in the written agreement between us.

2. Investment Mandate

2.1 Investment Objective

There are five selection choices for Investment Objective:

- **Capital Preservation** – A preference for preservation / relative safety of invested capital with returns in line with short-term money market rates.
- **Income Oriented** – A preference for investments primarily intended to generate income rather than achieve appreciation of capital.
- **Income and Growth** – A preference for investments or investment strategies that aim to provide a balance of income and capital appreciation.
- **Growth Oriented** – A preference for investments or investment strategies that typically aim to provide mostly capital appreciation with less emphasis on regular income returns.
- **Market Speculation** – A preference for investments or trading strategies that seek exclusively to provide aggressive capital appreciation through exploiting short-term pricing anomalies among financial assets.

2.2 Risk Tolerance

There are four selection choices for Risk Tolerance:

- **Conservative** – Investors who hope to experience no more than small portfolio losses over a rolling one-year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) although the investor may at times buy individual investments that entail greater risk.
- **Moderate** – Investors who hope to experience no more than moderate portfolio losses over a rolling one year period in attempting to enhance longer-term performance and are generally willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) in stable markets although the investor may at times buy individual investments that entail greater risk and are less liquid.
- **Aggressive** – Investors who are prepared to accept greater portfolio losses over a rolling one year period while attempting to enhance longer-term performance and are willing to buy investments or enter into contracts that may be difficult to sell or close within a short time- frame or have an uncertain realizable value at any given time.
- **Very Aggressive** – Investors who are prepared to put their entire portfolio at risk over a one year period, and may even be required to provide additional capital to make up for portfolio losses beyond the amount initially invested, are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time.

- 推薦賬戶關係不是一種受託人關係，因此，我們沒有義務為您的投資提供持續的建議。我們沒有義務為您提供投資機會或更新所提供的信息或建議，除非我們已經書面同意不斷評估您的投資組合，並不時提供具體的建議。

- 我們沒有義務定期提供投資組合評估。我們不會向您提供定期投資組合評估，除非：(a)當地法律或法規要求；或 (b)我們已特別以書面形式同意向您提供此類服務。

1.2 指定賬戶

如果您與我們簽訂正式的全權委託投資管理協議，而在該協議中您向花旗支付與賬戶相關的全權委託投資管理服務的費用，則該賬戶將是指定賬戶。在指定賬戶關係中，花旗擁有賬戶的全權交易權，並且在執行賬戶交易之前無需獲得您的授權。我們將定期進行投資組合評估，其中可能包括(i) 對您投資組合中產品的評估，以及(ii) 我們之間書面協議中列明的建議或報告。

2. 投資委託書

2.1 投資目標

投資目標有五種選擇：

- **資本保值** – 投資資本保值/相對安全的偏好，回報符合短期貨幣市場利率。
- **以收入為導向** – 主要是為了創造收入而非實現資本增值之投資偏好。
- **收入和增長** – 目標為提供收入和資本增值平衡之投資或投資策略偏好。
- **以增長為導向** – 目標為大部分提供資本增值而不太注重固定收益回報之投資或投資策略偏好
- **市場投機** – 專門通過利用金融資產的短期定價異常來提供進取的資本增值之投資或交易策略偏好。

2.2 風險承受能力

風險承受能力有四種選擇：

- **保守** – 投資者希望在一年的滾動期內只經歷小額投資組合損失，並且通常只願意購買經常定價並且很可能能夠快速賣出
- **中等** – 投資者希望在一年的滾動期間只經歷適量投資組合損失，試圖提高長期表現，並且通常願意購買經常定價並且很可能能夠在穩定的市場中快速賣出(少於一周)的投資，儘管投資者有時可能會購買帶來較大風險且流動性較低的個人投資。
- **進取** – 投資者能在一年滾動期間接受較大的投資組合損失，試圖提高長期表現並願意購買或簽訂可能難以在短時間內出售或結束或在任何特定時間具有不確定的可變現值之投資或合約。
- **非常進取** – 投資者能在一年內將其整個投資組合置於風險之中，甚至可能被要求提供額外資本以彌補超出最初投資金額的投資組合損失，並通常願意購買或簽訂可能在長時間內難以出售或結束或在任何特定時間具有不確定的可變現值之投資或合約。

2.3 Investor Rating

CPB uses ratings for both of your Investor Objectives and Risk Tolerances to help to determine the types of products and services that are available to you.

Clients engaging in investment activities are assigned an Investor Rating by CPB. The Investor Rating is derived from the information provided during the suitability assessment, which include measures of your Risk Tolerance and Investment Objective for the account. The Investor Rating ranges from 1 (the most conservative) to 6 (most aggressive). The Investor Rating will typically be derived from your Investment Objective and Risk Tolerance as provided in the table below (in order to ascertain your Investor Rating, you should refer to the Investment Objective and Risk Tolerance as indicated in the Suitability Confirmation Letter that is/will be sent to you). There may be additional restrictions on your Investor Rating based on your age or disabilities, your time horizon, general knowledge and experience of investments, or your need for liquidity, amongst other factors.

	Investment Objective 投資目標				
Risk Tolerance 風險承受能力	Capital Preservation 本保值	Income Oriented 以收入為導向	Income & Growth 收入和增長	Growth Oriented 以增長為導向	Market Speculation 市場投機
Conservative 保守	1	2	2		
Moderate 中等	2	3	3	3	
Aggressive 進取		4	4	4	5
Very Aggressive 非常進取		5	5	6	6

 Npt Valid
不适用

2.3 投資者評級

CPB對您的投資者目標和風險承受能力使用評級，以助確定您可以使用的產品和服務類型。

參與投資活動的客戶將被CPB分配投資者評級。投資者評級是由合適性評估期間提供的信息所決定，其中包括您的賬戶風險承受能力和投資目標的度量。投資者評級範圍從1（最保守）到6（最進取）。投資者評級通常來自您的投資目標和風險承受能力，如下表所示（為了確定您的投資者評級，您應參考已/將寄予您的合適性確認書中所示的投資目標和風險承受能力）。根據您的年齡或殘疾、您的投資年期、一般知識和投資經驗，或您對流動性的需求，以及其他因素，您的投資者評級可能會有其他限制。

Investor Rating 投資者評級	Definition 定義
IR1	Investors who hope to experience minimal fluctuations in portfolio value over a rolling one year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 投資者希望在一年的滾動期內只經歷投資組合價值的微小波動，並且通常只願意購買經常定價並且很可能能夠以接近最近觀察的市場價格快速賣出(少於一周)的投資。
IR2	Investors who hope to experience no more than small portfolio losses over a rolling one-year period and are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) although the investor may at times buy individual investments that entail greater risk. 投資者希望在一年的滾動期內只經歷小額投資組合損失，並且通常只願意購買經常定價並且很可能能夠快速賣出(少於一周)的投資，儘管投資者有時可能會購買帶來較大風險的個人投資。
IR3	Investors who hope to experience no more than moderate portfolio losses over a rolling one year period in attempting to enhance longer-term performance and are generally willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) in stable markets although the investor may at times buy individual investments that entail greater risk and are less liquid. 投資者希望在一年的滾動期內只經歷適量投資組合損失，試圖提高長期表現，並且通常願意購買經常定價並且很可能能夠在穩定的市場中快速賣出(少於一周)的投資，儘管投資者有時可能會購買帶來較大風險且流動性較低的個人投資。
IR4	Investors who are prepared to accept greater portfolio losses over a rolling one year period while attempting to enhance longer-term performance and are willing to buy investments or enter into contracts that may be difficult to sell or close within a short time-frame or have an uncertain realizable value at any given time. 投資者能在一年滾動期內接受較大的投資組合損失，試圖提高長期表現並願意購買或簽訂可能難以在短時間內出售或結束或在任何特定時間具有不確定的可變現值之投資或合約。
IR5	Investors who are prepared to accept large portfolio losses up to the value of their entire portfolio over a one year period and are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 投資者能在一年內接受大量投資組合損失，至其整個投資組合的價值，並通常願意購買或簽訂可能在長時間內難以出售或結束或在任何特定時間具有不確定的可變現值之投資或合約。
IR6	Investors who are prepared to put their entire portfolio at risk over a one year period, and may even be required to provide additional capital to make up for portfolio losses beyond the amount initially invested, are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 投資者能在一年內將其整個投資組合置於風險之中，甚至可能被要求提供額外資本以彌補超出最初投資金額的投資組合損失，並通常願意購買或簽訂可能在長時間內難以出售或結束或在任何特定時間具有不確定的可變現值之投資或合約。

2.4 Product Rating

Each investment product offered by CPB is assigned a Product Rating on the basis of a six-point scale with a rating of 1 representing the lowest indication of risk and a rating of 6 representing the highest indication of risk. Product Ratings reflect both a quantitative and qualitative assessment of a given product, relate directly to the product's volatility and potential for loss in capital value. The Product Rating balances quantitative and qualitative factors differently depending on the specific asset class.

The following descriptions provide general guidance on what product ratings are intended to indicate. Investors must understand that market conditions change and the product's risk may increase or decrease over its life. If you require further clarification on product ratings, please ask your Banker.

2.4 產品評級

CPB提供的每項投資產品均按照六點量表進行產品評級，評級為1表示最低風險指標，評級為6表示最高風險指標。產品評級反映了對特定產品的定量和定性評估，直接與產品的波動性和資本價值損失的可能性相關。產品評級根據具體的資產類別以不同方式平衡定量和定性因素。

以下描述提供了有關產品等級的一般指引。投資者必須了解市場狀況的變化，以及產品的風險可能會在其生命週期內增加或減少。如果您需要進一步了解產品評級，請聯絡您的經理。

Product Rating 產品評級	Description of Product Rating 產品評級的描述 Note: the term 'risk of loss' as used below refers to an indication of a product's susceptibility to a negative change in its realizable value over a one year period in normal market conditions. 注：以下使用的“損失風險”一詞是指產品在正常市場狀況下對一年內可變現價值的負面變化的敏感性。
1	Risk of minimal losses over a one year period (or over product tenor if less than one year) and high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期間(若產品期限為少於一年，即產品期限期間)的損失風險為最低，以及很有可能能夠以接近最近觀察到的市場價格快速（少於一周)出售。
2	Risk of small losses over a one year period (or over product tenor if less than one year) and high certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期間(若產品期限為少於一年，即產品期限期間)的損失風險為低，以及很有可能能夠以接近最近觀察到的市場價格快速(少於一周)出售。
3	Risk of moderate losses over a one year period (or over product tenor if less than one year) and reasonable certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期間(若產品期限為少於一年，即產品期限期間)的損失風險為中等，以及有合理的可能性能夠以接近最近觀察到的市場價格快速(少於一周)出售。
4	Risk of significant losses over a one year period (or over product tenor if less than one year), mitigated by a reasonable certainty of being able to sell quickly (less than a week) at a price close to the recently observed market value. 一年期間(若產品期限為少於一年，即產品期限期間)的損失風險為高，通過有合理的可能性能夠以接近最近觀察到的市場價格快速(少於一周)出售而減低。
5	Risk of very significant loss, potentially up to the initial capital invested, and may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 損失風險為非常高，可能至最初投入的資本，並且可能在長時間內難以出售或結束或在任何特定時間具有不確定的可變現值。
6	Risk of very significant loss, potentially beyond the initial capital invested, and may be difficult to sell or close for an extended period or have an uncertain realizable value at any given time. 損失風險為非常高，可能超過最初投入的資本，並且可能在長時間內難以出售或結束或在任何特定時間具有不確定的可變現值。

The following table provides a high-level mapping of product types by product rating. The product rating indicated below generally refers to the intrinsic risk to capital of the product type and does not take into account other risks such as foreign exchange and leverage.

下表按產品評級提供了產品類型的高度整合。下表所示的產品評級通常是指產品類型的資本固有風險，並未考慮其他風險，如外匯和槓桿。

	Indicative Product Rating 指示性產品評級					
Product Type 產品類型	1	2	3	4	5	6
Money Market 貨幣市場	Bank Placements 銀行存款	Gold 黃金				
	Negotiable CDs by tenor and rating 按年期及評級的可轉讓存款證					
Debt 債務	Short term sovereign bonds 短期主權債券	Investment grade debt securities 投資級債務證券		Non-investment grade debt securities 非投資級債務證券		
Equities 股票			Publicly listed equities 公開上市的股票			
Mutual Funds and ETFs 共同基金及 交易所買賣基金	Short term sovereign bonds 短期投資級貨幣市場	Enhanced money market 進階貨幣市場	Large cap equity 大型資本股票	Emerging market equity; Small cap equity 新興市場股票； 小型資本股票	Leveraged or Inverse ETFs 槓桿或逆向交易所 買賣基金	
		Investment grade (IG) bonds 投資級(IG)債券	Long tenor bonds; Non-IG bonds 長年期債券； 非IG債券	REITs; Commodity 房地產投資 信託基金；商品		
		Developed market conservative strategy 已發展國家保守策略	Developed market balanced strategy 已發展國家平衡策略	Alternative hybrid 另類綜合		
Alternative Investments 另類投資	Diversified private equity or real estate fund of funds 多元化的私募股權或房地產基金的基金			Diversified fund of hedge funds 對沖基金多元化基金	Single-m anager hedge funds 單一經理對沖基金	
				Single manager private equity or real estate funds 單一經理私募股權 或房地產基金		
Structured Products 結構性產品		Principal protected structures 保本結構性產品				
		Non-principal protected structures 非保本結構性產品				
		FX < 6 months (approved currencies) 少於6個月的外匯 (核准貨幣)	FX or Rates 外匯或利率	Commodities 商品		
			Equity (basket or index) 股票(一籃子或指數)			
			'Worst-of' structures “最差的”結構性產品			
			Credit 信貸			
Derivatives 衍生性金融商品	Hedges 對沖		Covered Sold Option 備兌認沽期權	Bought Option 認購期權		
				Unfunded Derivatives 無資金的衍生性 金融商品		

3. “Portfolio-Based” Assessment of Suitability (Applies only to Recommended or Designated Account Relationships)

3.1 Basic Principles

In the simplest case, a comparison of your Investor Rating and the Product Rating of a given product will assist in assessing the appropriateness of the risk level of that product for an investor on a transaction-by-transaction basis. However, this simple assessment methodology may not be able to address the overall investment risks in the portfolios of more sophisticated clients.

As clients of CPB are generally more sophisticated than the ordinary retail customers (investment portfolios held by CPB clients are typically broader and more sophisticated, consisting in many cases of multiple securities and strategies, which may be leveraged or may use derivative products), Citi uses a more sophisticated approach within CPB to conduct suitability assessment of clients on a holistic basis.

Instead of matching your Investor Rating against the Product Rating mechanically and narrowly on a transaction-by-transaction basis, this portfolio-based approach allows CPB to conduct a more pragmatic suitability assessment on the overall risks of the investments in your portfolio. It looks at the total Product Ratings of your portfolio (which evaluates the portfolio risk of different investment products at an aggregated level – i.e. Aggregated Portfolio Risk Rating), including the proposed product, and compares that to your Investor Rating to help in assessing suitability of the intended transaction.

3.2 Aggregated Portfolio Risk Rating

The Aggregated Portfolio Risk Rating can be calculated for your investment portfolio using a Weighted Average Adjusted Risk Rating (WAARR) methodology. The WAARR score for your portfolio, as calculated from time to time, uses Product Ratings to capture the risk associated with each component of a portfolio. WAARR is a simple model which is used to calculate an aggregated risk rating for all of the products in your investment portfolio, on a scale ranging from a WAARR score of 1.5 to 6.5.

3.3 Transaction Risk Assessment

The Transaction Risk Assessment process involves our assessment of whether a new transaction is within your risk tolerance and investment objective, as determined by your Aggregated Portfolio Risk Rating (measured using the WAARR score calculated for your portfolio) and matched against your Investor Rating. This methodology is intended to ensure that the impact of a proposed transaction on your overall portfolio risk is consistent with your Investor Rating.

It also permits adjustment upwards of the Aggregated Portfolio Risk Rating to take account of any leverage or derivatives products (including unfunded derivatives products) used in the portfolio, both of which may amplify risks and result in an increase of your WAARR score.

3.4 Handling of Risk Mismatch

When your portfolio's WAARR score exceeds your Investor Rating (to the extent that the WAARR score equals to or higher than your Investor Rating number plus 1), we will alert you on the mismatch and seek your advice on whether to proceed with the new transaction, or rebalance the portfolio, where appropriate. At times we may seek management review and require you to consider whether you wish to proceed, and if so provide some further written authority.

For clarity, we will not alert you to any product-level mis-matches (i.e. product rating of a particular new transaction exceeds your Investor Rating on a transaction-by-transaction basis) unless they cause a portfolio-level mismatch as a result of the new transaction(s). As explained above, a portfolio-level mismatch means that the new transaction(s) you intend to trade will make the WAARR score of your portfolio reaching the next higher rank to your Investor Rating.

This method will permit you to purchase and hold a small proportion of products in your portfolio whose Product Ratings exceed your Investor Rating on a transaction-by-transaction level, provided there are sufficient buffer of lower-risk products in your portfolio to lower the average risk level as measured by your WAARR score.

3. “投資組合為本”的合適性評估 (僅適用於推薦或指定賬戶關係)

3.1 基本原則

在最簡單的情況下，比較您的投資者評級和特定產品的產品評級將有助於在逐次交易的基礎上評估該產品的風險水平是否合適。但是，這種簡單的評估方法可能無法解決較資深客戶的投資組合中的整體投資風險。

由於CPB的客戶通常比普通零售客戶較為資深(CPB客戶持有的投資組合通常更廣泛及更複雜，包括多種證券和策略，可能被槓桿或可能使用衍生性金融商品)，花旗使用CPB內部較複雜的方法，以全面地對客戶進行合適性評估。

這種投資組合為本方法不是在逐次交易的基礎上機械地和狹義地配對您的投資者評級與產品評級，而是允許CPB對您投資組合中的投資的整體風險進行更實際的合適性評估。它會檢視您的投資組合的總產品評級(在總體水平上評估不同投資產品的投資組合風險，即綜合投資組合風險評級)，包括建議的產品，並將其與您的投資者評級進行比較，以幫助評估擬進行的交易之合適性。

3.2 綜合投資組合風險評級

可以使用加權平均調整風險評級(WAARR)方法計算您的投資組合的綜合投資組合風險評級。根據不時計算，您的投資組合的WAARR評分使用產品評級來反映與投資組合的每個組成部分相關的風險。WAARR是一個簡單的模型，用於計算您的投資組合中所有產品的綜合風險評級，範圍從WAARR評分1.5至6.5。

3.3 交易風險評估

交易風險評估過程包括我們對新交易是否在您的風險承受能力和投資目標範圍內的評估，由您的綜合投資組合風險評級(使用為您的投資組合計算的WAARR評分衡量)和您的投資者評級互相配對而決定。此方法旨在確保擬進行的交易對您的整體投資組合風險的影響與您的投資者評級一致。

它還允許向上調整綜合投資組合風險評級，以考慮投資組合中使用的任何槓桿或衍生性金融商品(包括無資金的衍生性金融商品)，這兩種產品可能會放大風險並導致您的WAARR評分上升。

3.4 風險不匹配的處理

當您的投資組合的WAARR評分超過您的投資者評級時(當WAARR評分等於或高於您的投資者評級數目加1)，我們將提醒您不匹配並就您是否繼續進行新交易諮詢您的意見，或在適當情況下重新平衡投資組合。有時我們可能會尋求管理審核，並要求您考慮是否要繼續，如繼續，將請您提供進一步的書面授權。

為清楚起見，我們不會提醒您任何產品級別的不匹配（即特定新交易的產品評級在逐次交易的基礎上超過您的投資者評級），除非新交易導致投資組合級別的不匹配。如上所述，投資組合級別的不匹配意味著您擬進行的新交易將使您的投資組合的WAARR評分達到您的投資者評級的下一個更高級別。

如果您的投資組合中存在足夠的低風險產品緩衝以降低平均風險等級(由您的WAARR評分計量)，則此方法將允許您在逐次交易級別下，產品評級超過您的投資評級的投資組合中，購買和持有一小部分產品。

4. Derivatives Knowledge

In addition, in the spirit of enhanced investor protection, clients are required to have relevant derivatives knowledge prior to entering into a derivatives transaction. In this regard and as part of our ongoing commitment to improve our services to our clients, we would like to invite you (and other authorized signers on the account) to access the website below and watch an online video providing educational information on general derivatives knowledge at your convenience. The online video is about 25 minutes in duration and is available in English, Cantonese and Mandarin. If you have any questions, please contact your Private Banker.

privatebank.citibank.com/hkma

5. Other Important Information

What should you do?

It is important that we keep our information about your financial or personal circumstances current as we will use such information to determine the types of products and services that are available to you. Please review your Suitability Confirmation Letter together with the additional information provided in this letter carefully and contact your Private Banker if you do not agree or if you have any questions relating to the contents thereof.

Please also bear the following in mind:

- We assume no obligation to analyse the past performance of your portfolio against the investment objectives attributed to it.
- As a result of our assessments of your investment profile, we may from time to time decline to execute, or may recommend to you that you do not execute a specific transaction. Should you for any reason elect to proceed nonetheless, we will record your decision appropriately and you should note that this may affect our assessment of your investment profile and the investment recommendations that may be made to you.
- Citi's recommendations may take into account all other portfolio holdings, including those holdings purchased directly by the you without the involvement of your banker or investment counsellor.
- We may not be able to execute your instruction in a situation where you do not have sufficient knowledge and experience in certain financial products.

It is critical that the information you provide us in relation to your personal circumstances and your, and your investment advisor's and authorized agent's (if any), knowledge and experience is accurate and kept current, as this will help to keep your portfolio in line with your investment profile. We will contact you from time to time with a summary of that information to give you the opportunity to update it. If there are any changes to your financial or personal circumstances, including changes to your investment objective and risk tolerance, at any time, please contact your Private Banker.

4. 衍生性金融商品知識

此外，為了加強投資者保護，客戶必須在進行衍生性金融商品交易之前擁有相關的衍生性金融商品知識。在這方面及作為我們不斷致力於改善客戶服務的一部分，我們希望邀請您（以及該賬戶的其他授權簽署人）在您方便的時候訪問以下網站並觀看提供有關一般衍生性金融商品知識的教育信息之網上視頻。該網上視頻長約25分鐘，提供英語、粵語和普通話。如果您有任何疑問，請聯繫您的私人銀行經理。

privatebank.citibank.com/hkma

5. 其他重要信息

您應該怎麼做？

我們需要將有關您的財務或個人情況的信息保持最新，因為我們將使用此類信息來確定您可以使用的產品和服務類型。請仔細閱讀您的合適性確認書以及該確認書中提供的其他信息，如果您不同意或者您對其內容有任何疑問，請與您的私人銀行經理聯繫。

請謹記以下內容：

- 我們沒有義務根據有關的投資目標分析您的投資組合過往的表現。
- 基於我們對您的投資概況所進行的評估，我們可能會不時拒絕執行，或者可能會建議您不要執行特定交易。如果您因任何原因選擇繼續進行，我們會適當地記錄您的決定，您應該注意這可能會影響我們對您的投資概況的評估和可能向您提出的投資建議。
- 花旗的建議可能會考慮所有其他投資組合的持有，包括沒有經您的銀行經理或投資顧問參與而由您直接購買的持有。
- 如果您對某些金融產品缺乏足夠的知識和經驗，我們可能無法執行您的指示。

至關重要的是，您提供給我們有關您的個人情況以及您、您的投資顧問和授權代理人(如有)的知識和經驗之信息是準確並為最新的，因為這將有助於保持您的投資組合符合您的投資概況。我們不會不時與您聯繫，並提供相關信息摘要，以便您有機會對其作出更新。如果在任何時間您的財務或個人情況有任何變化，包括您的投資目標和風險承受能力的變化，請聯繫您的私人銀行經理。

Responsibilities

As part of our services, we may, from time to time, provide you with information on various investments. Please note the following in such situations:

- The information we will provide you does not necessarily constitute investment advice. When Citi recommends specific investment products or transactions to you, we will inform you, but please note that you are not obliged to accept any such advice or recommendation.
- You should only make investments and sign documents that you understand and that are consistent with your financial circumstances and needs, investment objectives and risk tolerance.
- You should read and review all materials provided to you with respect to your account, including account agreements, product materials, disclosures, confirmations, advices and statements.
- If you have questions relating to a specific investment, you should speak with your Private Banker or the product specialist assigned to your account.
- If you require legal or tax counsel, we recommend that you consult your own independent legal and tax advisors as necessary.
- In the absence of formal discretionary investment management agreements with us, all investment decisions relating to your account are your sole responsibility and solely to be undertaken by you. When taking any investment decision (whether at Citi or elsewhere) you should always bear in mind that portfolio diversification is an important element to consider. A concentrated position may be defined as the significant presence of a single security, securities of a single issuer or a certain class of security in an investor's portfolio. No single guideline or maximum percentage of a particular security or class of securities suits all investors. Concentrated positions may entail greater risks than a diversified approach to securities and issuers. A broad range of factors affect whether an investment portfolio is sufficiently diversified. Some of the factors may not be evident from a review of the assets within your CPB account(s). It therefore is important that you carefully review your entire investment portfolio to ensure that it meets your investment goals and is within your risk tolerance, including your objectives for investments diversification. To discuss asset allocation and potential strategies to reduce the risk and/or volatility of a concentrated position, please contact your Private Banker.

Request for Information / Complaints

Your Private Banker will be your contact for any questions relating to your account. However, if you would like to discuss a concern or complaint relating to your account, you should contact our Client Enquiry & Investigations Unit at +852 3961-1471.

Account Statements

Account statements will be issued monthly and delivered to the most current mailing address you have provided to us unless you have elected to receive electronic statements only. You may also view your statement online anytime by accessing your account at Citi Private Bank In View citiprivatebank.com.

Thank you for taking the time to review this important information. We look forward to serving you in the future.

Sincerely,

Citi Private Bank

責任

作為我們服務的一部分，我們可能不時向您提供有關各種投資的信息。在這種情況下，請注意以下事項：

- 我們將為您提供的信息不一定構成投資建議。如果花旗向您推薦特定的投資產品或交易，我們會通知您，但請注意您沒有義務接受任何此類建議或建議。
- 您應該只進行並簽署您理解並符合您的財務狀況和需求、投資目標和風險承受能力的投資及文件。
- 您應閱讀並審閱與您的賬戶相關的所有資料，包括賬戶協議、產品資料、披露、確認、建議和聲明。
- 如果您對特定投資有疑問，應與私人銀行經理或分配予您賬戶的產品專家聯繫。
- 如果您需要法律或稅務諮詢，我們建議您在必要時諮詢您的獨立法律和稅務顧問。
- 在沒有與我們簽訂正式的全權委託投資管理協議的情況下，與您的賬戶相關的所有投資決策均由您自行承擔，並且僅由您承擔。在做出任何投資決策時（無論是在花旗還是其他地方），您應該始終牢記投資組合多元化是一個需要考慮的重要因素。集中的持倉可以被定義為投資者投資組合中存在大量單一證券、單一發行人的證券或的某類別證券。沒有適合所有投資者的單一指引或就特定證券或證券類別的最大百分比。與證券和發行人的多元化方法相比，集中的持倉可能帶來更大的風險。投資組合是否充分多元化受廣泛因素影響。某些因素透過審核您的CPB賬戶中的資產可能不明顯。因此，您必須仔細審查您的整個投資組合，以確保其符合您的投資目標，並且在您的風險承受範圍內，包括您的投資多樣化目標。如要討論資產配置和降低集中持倉風險和/或波動性的可行策略，請聯繫您的私人銀行經理。

索取資料/投訴

就有關您賬戶的任何問題，請聯繫您的私人銀行經理。但是，如果您想討論與您的賬戶有關的問題或投訴，請致電+852 3961-1471聯繫我們的客戶諮詢和調查部門。

賬戶結單

賬戶結單將每月發布並發送給您提供給我們的最新郵寄地址，除非您選擇僅接收電子結單。您也可以通過訪問 Citi Private Bank In View citiprivatebank.com 隨時在網上查看您的結單。

感謝您抽出寶貴時間查看這些重要信息。我們期待著為您服務。

此致

花旗私人銀行



Private Bank

Global Investment Opportunities and Product Disclosure

Our clients look to us, the Citi Private Bank, to help them diversify their investment portfolios across different currencies, asset classes and markets around the world, by providing global market information and details of specific investment opportunities which may be of interest to them in order to take advantage of growth opportunities arising globally. Many of these investment opportunities are not available to the general public in the markets where our clients are resident and as a result, our clients are unlikely to learn of their existence unless they request us to assist by informing them of such opportunities as they arise.

Citi Private Bank can only effectively provide clients with information and research about global market developments, investment ideas and wealth structuring opportunities that may interest them if our clients wish to receive such information. It is our understanding that you wish to receive such information from us. However, should you at any time wish us to cease providing such information, we ask that you notify us immediately.

As you would be aware, there are risks associated when one makes investments. We highlight below, and remind you of, the common features and risks inherent in an investment in certain investment products. Please note however, that this document is not intended to be an exhaustive description of all the features and risks involved in any individual investment product, but rather a general statement of the features and risks commonly associated with relevant investment products.

Before investing in any investment product, you should refer to the terms and conditions, the risk factors and other relevant information in the relevant offering documentation, which are available upon request. Your financial circumstances, investment objectives and risk profile are also relevant in considering whether an investment is appropriate for you.

This document is not intended to provide and should not be relied upon for tax, legal or accounting advice, investment recommendations or creditworthiness or other evaluation of the issuer and the guarantor (if any). You should consult your tax, legal, accounting and/or other advisors.

Risks Relating to Debentures

General Risks of Debentures

There are various risks involved in investing in Debentures. Before investing in any Debenture, you should consider whether the Debenture is suitable for you in light of your own financial circumstances and investment objectives. If you are in any doubt, you should obtain independent professional advice. These risks include but not limited to the following:

- Debentures are typically used for medium to long term investment, not for short term speculation. You should be prepared to invest your funds in the Debentures for the full investment tenor; you could lose part or all of your investment if you choose to sell the Debentures prior to maturity.
- It is the obligation of the issuer to pay interest and repay principal of the Debentures. If the issuer and/or the guarantor (if any) default, the Debenture holder may not be able to receive the interest and principal. The Debenture holder bears the credit risk of the issuer and the guarantor (if any) and has no recourse to Citigroup and its affiliates unless Citigroup (or its affiliates) is the issuer or guarantor itself.
- Debentures may be rated by independent credit rating agencies. There is a risk that the credit rating of the Debentures could be reviewed, suspended, withdrawn or downgraded which may impact the market price and liquidity of the Debentures. A credit rating is not a recommendation to buy, sell or hold the Debentures and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

全球投資機會和產品披露

我們的客戶希望我們花旗私人銀行通過提供全球市場信息和他們可能感興趣的特定投資機會的詳情，幫助他們在世界各地的不同貨幣、資產類別和市場上實現投資組合的多樣化，以受惠於全球出現的增長機會。在我們的客戶所居住的市場中，公眾無法獲得許多這些投資機會，因此，我們的客戶不太可能了解它們的存在，除非客戶要求我們提供協助，將這些投資機會告知他們。

只有當我們的客戶希望收到此類信息時，花旗私人銀行才能有效地為客戶提供其可能有興趣的有關全球市場發展、投資理念和財富構建機會的信息和研究。我們理解您希望從我們這裡獲得此類信息。但是，如果您在任何時候希望我們停止提供此類信息，我們希望您立即通知我們。

如您所知，投資存在風險。我們在下面重點介紹某些投資產品的共同特徵和固有的風險。但請注意，本文件並非對任何單一投資產品的所有特徵和所涉及風險之詳盡無遺描述，而只是對相關投資產品的特徵和風險的一般說明。

在投資任何投資產品之前，您應參考相關銷售文件中的條款和細則、風險因素和其他相關信息，這些信息可根據要求提供。您的財務狀況、投資目標和風險狀況均為一項投資是否適合您之考量。

本文件無意提供及不應被賴以為稅務、法律或會計意見、投資建議或信譽或其他對於發行人和擔保人(如有)的評估。您應該諮詢您的稅務、法律、會計和/或其他顧問。

與債權證有關的風險

債權證的一般風險

投資債權證涉及各種風險。在投資任何債權證之前，您應根據自己的財務狀況和投資目標考慮債權證是否適合您。如果您有任何疑問，您應該獲得獨立的專業建議。這些風險包括但不限於以下方面：

- 債權證通常用於中長期投資，而非短期投機。您應準備將您的資金投資於債權證的整個投資年期；如果您選擇在到期日前出售債權證，您可能會損失部分或全部投資。
- 發行人有義務支付利息並償還債權證的本金。如果發行人和/或擔保人(如有)違約，則債權證持有人可能無法收到利息和本金。債權證持有人承擔發行人和擔保人(如有)的信貸風險，並不得向花旗集團及其關聯公司追索，除非花旗集團(或其關聯公司)本身是發行人或擔保人。
- 債權證可能由獨立的信貸評級機構評級。債權證的信貸評級可能會被審查、暫停、撤回或降級，這可能會影響債權證的市場價格和流通量。信貸評級不是購買、出售或持有債權證的建議，並且可能由給予評級的機構隨時修改、暫停或撤銷。

- The market price of the Debentures may fluctuate as a result of a variety of changes in the market and the economy. Factors that may affect the market price of the Debentures include but are not limited to, fluctuations in interest rates, credit spreads, and liquidity premiums. The fluctuation in yield generally has a greater effect on prices of longer tenor Debentures. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling the Debentures.
- The secondary market for the Debentures may not provide significant liquidity or such Debenture may trade in secondary market (if any) at prices based on the prevailing market conditions and may not be in line with the expectations of the Debenture holders. If you wish to sell the Debentures, Citigroup (or its affiliates) may execute the transaction for you based on the prevailing market price under normal market circumstances, but the selling price may differ from the original buying price due to changes in market conditions.
- There may be exchange rate risks if you choose to convert payments made on the Debentures to your home currency. These include the risk that exchange rates may significantly change and the risk that authorities and jurisdiction over the Debenture holder's currency may impose or modify exchange controls.
- For certain Debentures that has a call feature by the issuer, the issuer may exercise the right to redeem the Debentures prior to the maturity of the Debentures. If the Debentures are redeemed before the scheduled maturity date, you may not be able to reinvest the proceeds from such early redemption in other investments with similar return and risk characteristics.
- Unrated or non investment grade Debentures typically offer a higher yield than investment grade Debentures, but also present greater risks with respect to liquidity, price volatility, and non-payment of principal and interest.
- Some Debentures are listed on stock exchange. There is no assurance that if and once listed on any stock exchange, the Debentures will at all times remain listed on that stock exchange.
- Debentures generally are subject to the relevant securities laws & regulations, or review or regulation by certain authorities. No assurance can be given as to the impact of any possible judicial decision, change of law or administrative practice after the date of issue of the Debentures. Any change in the regulatory treatment could adversely impact the market price and liquidity of the Debentures.
- 債權證的市場價格可能會受市場和經濟的各種變化而波動。可能影響債權證市場價格的因素包括但不限於利率、信貸息差和流通量溢價的波動。收益率波動通常對較長期債權證的價格產生較大影響。購買和出售債權證可能會產生損失(而非利潤)，此乃固有風險。
- 債權證的二手市場可能無法提供重大流通量，或此類債權證可能在二手市場(如有)根據現行市場情況的價格進行交易，且可能與債權證持有人的預期不符。如果您希望出售債權證，花旗集團(或其關聯公司)可能會根據正常市場情況下的現行市場價格為您執行交易，但由於市場情況的變化，售價可能與原有的購買價格不同。
- 如果您選擇將債權證的付款轉換為本身地區的貨幣，則可能存在匯率風險。其中包括匯率可能發生重大變化的風險以及債權證持有人的貨幣之機構和管轄區可能施加或修改外匯管制的風險。
- 對於可被發行人強制收回的若干債權證，發行人可在債權證到期前行使贖回債權證的權利。如果債權證在預定到期日之前被贖回，您可能無法將此類提前贖回的收益再投資於具有類似回報和風險特徵的其他投資。
- 未評級或非投資級債權證通常提供高於投資級債權證的收益率，但在流通量、價格波動以及不支付本金和利息方面也存在更大的風險。
- 部分債權證在證券交易所上市。惟無法保證如果及一旦該等債權證在任何證券交易所上市，該等債權證將會一直持續在該證券交易所上市。
- 債權證通常受相關證券法律及法規的約束，或受某些機構的審查或監管。在債權證發行日期之後，不能保證不受任何可能的司法裁決、法律變更或行政慣例之影響。監管處理的任何變動都可能對債權證的市場價格和流通量產生不利影響。

Debentures with Special Features and Risks

i. Perpetual Debentures

Perpetual Debentures usually have no stated maturity date and are usually not redeemable at the Debenture holder's option.

Perpetual Debentures are usually callable solely at the discretion of the issuer. If such Debenture is called by the issuer, investors may not be able to reinvest the proceeds from such early redemption in other investments with similar return and risk characteristics. If such Debenture is not called by the issuer, there may be no stated maturity for investors to recover their principal. In such case, investors can only sell the Debenture in the secondary market which may have limited liquidity. This could result in the loss of some or all of the principal originally invested depending on prevailing market conditions.

Perpetual Debentures are usually subordinated to all debts of the issuer and have preference in repayment only over equity of the issuer in the event of the issuer's insolvency. Such Debentures will bear higher risks than senior Debentures of the issuer due to a lower priority of claim in the event of the issuer's insolvency. This could result in no repayment to investors until all higher-ranking creditors are repaid in full.

Certain provisions may be included in the offering documentation for perpetual Debentures that enable interest and principal payments to be deferred or even suspended while the issuer continues in operation and this does not constitute a default by the issuer. Payments of interest may be non-cumulative. In other words, there may be no requirement for a missed payment to be made up by the issuer. Some perpetual Debentures may also be exchanged by the issuer for other securities including but not limited to preference shares of the issuer as detailed in the offering documentation.

具有特別條款和風險的債權證

i. 永續債權證

永續債權證通常沒有列明到期日，及通常不能在債權證持有人的選擇下贖回。

永續債權證通常只能由發行人酌情決定贖回。如果發行人贖回此類債權證，投資者可能無法將此類提前贖回的收益再投資於具有類似回報和風險特徵的其他投資。如果發行人沒有贖回此類債權證，則可能沒有使投資者收回其本金的規定到期日。在這種情況下，投資者只能在或許流通量有限的二手市場上出售債權證。取決於當時的市場情況，這可能導致損失原有投資的部分或全部本金。

永續債權證通常從屬於發行人的債務，並且只有在發行人破產時才優先於發行人的股權作出償還。由於當發行人破產時，此類債權證的優先申索權較低，此類債權證將比發行人的高級債權證承受更高的風險。在所有較高級別的債權人全數獲得償還之前，投資者可能無法得到償還。

永續債權證的銷售文件中可能包含某些條款，這些條款使發行人於繼續營運時可以延遲甚至暫停利息和本金付款，而這並不會構成發行人的違約。利息支付可能是非累積的。換言之，發行人可能不需要支付錯過的付款。一些永續債權證也可由發行人兌換為其他證券，包括但不限於發行人的優先股，如銷售文件所述。

ii. Subordinated Debentures

Subordinated Debentures are subordinated to all debts of the issuer and have preference in repayment only over equity of the issuer in the event of the issuer's insolvency. Such subordinated Debentures will bear higher risks than senior Debentures of the issuer due to a lower priority of claim in the event of the issuer's insolvency. This could result in no repayment to investors until all higher-ranking creditors are repaid in full.

There are levels of subordinated debt, with senior subordinated debt having a higher claim to repayment than junior subordinated debt.

iii. Contingent Convertible or Bail-in Debentures

Under Basel III requirement, certain capital securities issued by a bank or bank holding company may have certain loss absorption features and therefore satisfy the new regulatory requirements of hybrid capital instruments that may be count towards regulatory capital.

Contingent convertible Debentures generally refer to Debentures that contain a clause automatically requiring them to be written off (or in some instances, be written down to certain percentage less than 100% of the face amount of the Debentures in accordance with the offering documentation) permanently or converted to common stock on the occurrence of a trigger event. These Debentures generally absorb losses while the issuer remains a going concern (i.e. in advance of the point of non-viability of the issuer).

An example of the above trigger event in respect of contingent convertible Debentures is when the issuer's core Tier 1 capital ratio falls below a certain threshold as defined in the offering documentation. In such instance, investors would turn from what were previously providers of debt capital into shareholders and may suffer a potential significant loss if the trigger event occurs. Investors bear the risk of fluctuation in the issuer's core Tier 1 capital ratio and the market price of the Debentures may be impacted adversely.

On the other hand, bail-in Debentures generally refer to Debentures with (a) contractual mechanisms (i.e. contractual bail-in) under which the Debentures contain a clause automatically requiring them to be written off or converted to common stock on the occurrence of a trigger event, or (b) statutory mechanisms (i.e. statutory bail-in) whereby a national resolution authority writes down or converts the Debentures under specified conditions to common stock. Investors generally bear the risks of prospect of non-viability of the issuer and/or possible regulatory intervention in emergencies whereby the claims of such Debenture holders would be converted into shares of the issuer, and the market price of the Debentures may be impacted adversely. These Debentures generally absorb losses at the point of non-viability of the issuer.

Debentures that contain loss absorption features may not be a suitable investment for all investors. Prospective investors should have sufficient knowledge & experience to understand when and how the loss absorption may occur and be able to evaluate (either alone or with the help of a financial advisor and legal advisor) possible scenarios for economic, interest rate and other factors that may affect his investment and his ability to bear the relevant risks.

We strongly urge you to carefully review the relevant offering documentation for the Debentures for further information, including a more detailed description of the risks relating to the Debentures before deciding to invest in any such products.

ii. 次級債權證

次級債權證從屬於發行人的債務，並且只有在發行人破產時才優先於發行人的股權作出償還。由於當發行人破產時，此類次級債權證的優先申索權較低，此類次級債權證將比發行人的高級債權證承受更高的風險。在所有較高級別的債權人全數獲得償還之前，投資者可能無法得到償還。

次級債務分為不同的級別，高級次級債務的優先償還權高於初級次級債務。

iii. 應急可轉債債權證或自救債權證

根據巴塞爾協議III的要求，銀行或銀行控股公司發行的某些資本證券可能具有一定的損失吸收條款，因此滿足可能計入監管資本的混合資本工具的新監管要求。

有關應急可轉債債權證的上述觸發事件的例子是發行人的核心一級資本比率低於銷售文件中定義的特定門檻。在這種情況下，投資者將從以前的債務資本提供者轉變為股東，以及如果發生觸發事件，可能會遭受潛在的重大損失。投資者承擔發行人核心一級資本比率波動的風險，債權證的市場價格可能受到不利影響。

有關應急可轉債債權證的上述觸發事件的例子是發行人的核心一級資本比率低於銷售文件中定義的特定門檻。在這種情況下，投資者將從以前的債務資本提供者轉變為股東，以及如果發生觸發事件，可能會遭受潛在的重大損失。投資者承擔發行人核心一級資本比率波動的風險，債權證的市場價格可能受到不利影響。

另一方面，自救債權證通常是指債權證含有 (a) 合約機制(即合約自救)：根據該合約機制，債權證包含一項條款，該條款自動要求在發生觸發事件時將債權證註銷或轉換為普通股，或(b)法定機制(即法定自救)：國家解決機構根據特定條件將債權證減記或轉換為普通股。投資者通常承擔發行人無法存續和/或在緊急情況下可能的監管干預的風險，即此類債權證持有人的申索將轉換為發行人的股份，及債權證的市場價格可能受到不利影響。這些債權證通常會在發行人無法存續時吸收損失。

包含損失吸收條款的債權證可能不適合所有投資者。潛在投資者應具備足夠的知識和經驗，以了解何時以及如何發生損失吸收，並能夠(可單獨或在財務顧問和法律顧問的幫助下)評估經濟、利率和其他可能會影響其投資和承擔相關風險的能力之因素的可能情況。

在決定投資任何此類產品之前，我們強烈建議您仔細閱讀債權證的相關銷售文件以獲取更多信息，包括對債權證相關的風險之更詳細描述。

Risks Relating to Listed Derivatives

i. Derivative Warrants¹

Derivative Warrants are instruments which give investors the right - but not the obligation - to buy or sell an underlying asset at a pre-set price on or before a specified expiry date. A bullish investor may buy a call warrant to benefit from upward movements of the underlying asset value while a bearish investor may buy a put warrant to capitalize on the downward movements of the underlying asset value.

ii. Callable Bull/Bear Contracts (CBBC)

CBBC are a type of structured product whose price movement tends to follow closely the performance of an underlying asset. They are issued either as Bull or Bear contracts with a fixed expiry date and strike price, allowing investors to take bullish or bearish positions on the underlying asset. CBBC are issued with the condition that during their lifespan they will be called by the issuer when the price of the underlying asset reaches a level (known as the "Call Price"). If the Call Price is reached before expiry, the CBBC will expire early and the trading of that CBBC will be terminated immediately.

The Listed Derivatives involve a high degree of risks and may not be suitable for every investor. Before investing in any Listed Derivative, you must understand the key features and risks of such product so as to be sure that the product suits your investment objectives and financial profile. The following section highlights the key risks, but may not include all the risks, relating to an investment in the Listed Derivatives:

i. Credit Risk

You are subject to the full credit risk of the issuer and guarantor (if any) of the Listed Derivatives.

Any payment to be made on the Listed Derivatives depends on the ability of the relevant issuer and guarantor (if any) to satisfy their obligations as they fall due.

ii. Market Risk

The returns of the Listed Derivatives are linked to the performance of the underlying asset. Past performance of the underlying asset is no indication of future performance. There is no guarantee that the underlying asset will perform in a manner that will result in a positive return on the Listed Derivatives. You could lose your entire invested amount if the Listed Derivatives are out-of-the-money at expiration (if not called before expiry in the case of CBBC).

The value of the Listed Derivatives, prior to their stated expiry date, could be affected by a number of factors including but not limited to the underlying asset price or level, the strike price or level, volatility of the underlying asset value, market interest rates, the remaining time to expiry, creditworthiness of the issuer and guarantor (if any) and prevailing market demand and supply conditions.

In the case of CBBC, when the underlying asset is trading close to the Call Price, the change in the value of CBBC may be more volatile and disproportionate with the change in the value of the underlying asset given that the CBBC may be called at any time and trading of the CBBC will be terminated as a result.

iii. Mandatory Call Risk (applicable to CBBC only)

CBBC are subject to an intraday "knockout" or a mandatory call feature. A CBBC will be called by the issuer and cease trading when the underlying asset reaches the Call Price. Payoff for Category N CBBC (refers to those CBBC where Call Price is equal to Strike Price) will be zero when the CBBC is called. On the other hand, when a Category R CBBC (refers to those CBBC where Call Price is different from Strike Price) is called, you may receive a cash payment (known as the "Residual Value") as calculated in accordance with the relevant listing documents although the Residual Value can be zero and you may lose the entire invested amount in the CBBC.

與上市衍生性金融商品有關的風險

i. 衍生性金融商品權¹

衍生性金融商品權證是賦予投資者在指定到期日或之前以預設價格買賣有關資產的權利(但並非義務)。看漲投資者可以購買認購權證，以受益於有關資產的價值上升，而看跌投資者可以購買認沽權證，以從相關資產的價值下跌中獲利。

ii. 可收回的牛/熊合約(牛熊證)

牛熊證是一種結構性產品，其價格變動傾向密切跟隨相關資產的表現。它們以設有固定到期日及行使價的牛或熊合約發行，允許投資者對相關資產採取看漲或看跌的立場。伴隨發行牛熊證的條件是，當相關資產的價格在合約周期內達到某一水平(稱為“收回價”)時，發行人將會收回該牛熊證。如果在到期日前觸及收回價，牛熊證將提前到期，及該牛熊證的交易將立即終止。

上市衍生性金融商品涉及高風險，可能並不適合每一位投資者。在投資任何上市衍生性金融商品之前，您必須了解此類產品的主要特徵和風險，以確保產品符合您的投資目標和財務狀況。以下部分重點介紹主要風險，但可能不包括與上市衍生性金融商品投資相關的所有風險：

i. 信貸風險

您須承擔上市衍生性金融商品的發行人及擔保人(如有)的全部信貸風險。

任何對上市衍生性金融商品的付款取決於相關發行人和擔保人(如有)履行到期債務的能力。

ii. 市場風險

上市衍生性金融商品的回報與相關資產的表現掛鉤。相關資產的過往表現並不代表未來表現。無法保證相關資產的表現能夠使上市衍生性金融商品獲得正回報。如果上市衍生性金融商品在到期日(在牛熊證的情況下，如果沒有在到期日前被收回)時是價外的，您可能會損失您的全部投資金額。

上市衍生性金融商品的價值在其規定的到期日之前，可能會受到多種因素影響，包括但不限於相關資產的價格或水平、行使價格或水平、相關資產價值的波動性、市場利率、到期的剩餘時間、發行人和擔保人(如有)的信譽以及現行市場的供求情況。

就牛熊證而言，當相關的資產在接近收回價進行交易時，由於牛熊證可能會隨時被收回，引致牛熊證的交易終止，因此，牛熊證的價值變動可能更為波動，及與相關資產價值的變動不成比例。

iii. 強制收回風險(僅適用於牛熊證)

牛熊證具有即日“取消”或強制收回的條款。當相關資產到達收回價時，牛熊證將被發行人收回及停止交易。當牛熊證被收回時，N類牛熊證(指那些收回價等於行使價的牛熊證)的回報將為零。另一方面，當R類牛熊證(指那些收回價與行使價不相同的牛熊證)被收回時，您可能會收到按照相關上市文件計算的現金付款(稱為“剩餘價值”)，雖然剩餘價值可以為零，以及您可能會損失全部投資於牛熊證的金額。

¹ Citibank's affiliate may be a market maker and/or liquidity provider of the exchange-traded warrants issued by an affiliate of Citibank. Citibank's affiliate may from time to time maintain a long or short position in the securities or other instruments of the listed company to which the exchange-traded warrant is linked (the "Underlying Company"). Citibank's affiliate may purchase, sell, make a market or engage in other transactions involving such securities or other instruments of the Underlying Company or related derivatives, and/or provide investment banking, credit or other services to any such Underlying Company and such affiliate may be entitled to receive a fee or other benefits for the provision of such services.

¹ 花旗銀行的關聯公司可能是花旗銀行關聯公司發行的交易所買賣權證的做市商和/或流動量提供者。花旗銀行的關聯公司可能不時在交易所買賣權證所關聯的上市公司證券或其他工具中維持長倉或短倉(“相關公司”)。花旗銀行的關聯公司可能購買、出售、以做市商身分買賣或參與其他涉及相關公司的此類證券或其他工具或相關衍生性金融商品之交易，和/或向任何此類相關公司提供投資銀行、信貸或其他服務，及此類關聯公司有權收取提供此類服務的費用或其他利益。

iv. Gearing Risk

The Listed Derivatives are leveraged products and may change in value in percentage terms to a much greater extent compared to that of the underlying asset. Gearing works both ways. The level of gearing may change as the underlying asset value changes. Although higher gearing may give you higher returns, it also exposes you to higher downside risk and may even result in a total loss of your initial investment if you expect the value of the underlying asset to move one way but it moves in opposite direction.

v. Liquidity Risk

Although liquidity providers are appointed for the Listed Derivatives, there is no guarantee that you will be able to buy/sell the Listed Derivatives or do so at a satisfactory price.

vi. Event Risk

The Listed Derivatives may be subject to certain event risks including but not limited to market disruption, settlement disruption, corporate actions or other events which affect the underlying asset. This may adversely affect the value of the Listed Derivatives and/or delay settlement and potentially lead to significant losses.

vii. The Listed Derivatives differ from Investment in the Underlying Asset

An investment in the Listed Derivatives is not the same as an investment in the underlying asset. You will not be entitled to voting rights, rights to receive dividends or distributions or any other rights under the underlying assets. The returns of the Listed Derivatives may be less than the returns on a direct investment in the underlying asset. In addition, if the market value of the underlying asset increases, the market value of the Listed Derivatives may not increase by the same amount or it is also possible for the value of the Listed Derivatives to decrease.

viii. Funding Costs (applicable to CBBC only)

The issue price of a CBBC includes funding costs charged upfront for the entire period from launch to expiry of the CBBC. Funding costs are gradually reduced over time as the CBBC moves towards expiry. In general, the longer the tenor of the CBBC, the higher the funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. You should also note that the funding costs of a CBBC after launch may vary during its life and the liquidity provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for the CBBC at launch.

We strongly urge you to carefully review the relevant listing documents for the Listed Derivatives for further information, including a more detailed description of the risks relating to the Listed Derivative before deciding to invest in any such products.

Additional general information on the Listed Derivatives can be found on the HKSF and HK Exchange websites:

invested.hk/invested/en/html/section/products/warrants/warrant_index.html

hkex.com.hk/eng/prod/secprod/dwrc/dw.htm

hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm

hkex.com.hk/eng/prod/secprod/riskssp.htm

iv. 槓桿風險

上市衍生性金融商品是槓桿產品，與相關資產相比，其價值可能在百分比方面有更大的改變。槓桿是雙向的。當相關資產價值改變時，槓桿水平可能亦會改變。雖然較高的槓桿可能會給您帶來更高的回報，但如果您預期相關資產的價值會向某方向移動但其卻向相反的方向移動，較高的槓桿會使您面臨更高的下行風險，甚至可能導致您損失全部的原有投資。

v. 流通量風險

雖然已為上市衍生性金融商品委任流通量提供者，但無法保證您能夠買入/賣出上市衍生性金融商品，或以滿意的價格買入/賣出上市衍生性金融商品。

vi. 事件風險

上市衍生性金融商品可能會受到某些事件風險的影響，包括但不限於市場干擾、交收干擾、公司行為或影響相關資產的其他事件。這可能會對上市衍生性金融商品的價值產生不利影響和/或延遲交收，並可能導致重大損失。

vii. 上市衍生性金融商品有別於相關資產的投資

上市衍生性金融商品的投資與相關資產的投資不同。您無權享有投票權、獲得股息或分配的權利或相關資產下的任何其他權利。上市衍生性金融商品的回報可能低於直接投資在相關資產的回報。此外，即使相關資產的市場價值上升，上市衍生性金融商品的市場價值可能不會按相同金額上升，或者其的價值也可能會下降。

viii. 融資成本(僅適用於牛熊證)

牛熊證的發行價已包括自牛熊證推出至到期日的整個期間預付的融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。一般而言，牛熊證的年期愈長，融資成本愈高。若牛熊證被收回，投資者即損失牛熊證整個有效期的融資成本。您亦應注意，牛熊證在推出後的融資成本在其有效期內可能會有所不同，而流通量提供者並無責任根據牛熊證推出時的融資成本理論計算為牛熊證提供報價。

在決定投資任何此類產品之前，我們強烈建議您仔細閱讀上市衍生性金融商品的相關上市文件以獲取更多信息，包括對上市衍生性金融商品相關的風險之更詳細描述。

有關上市衍生性金融商品的其他一般資料，可瀏覽香港證監會及香港交易所網站：

invested.hk/invested/en/html/section/products/warrants/warrant_index.html

hkex.com.hk/eng/prod/secprod/dwrc/dw.htm

hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm

hkex.com.hk/eng/prod/secprod/riskssp.htm

Risks Relating to Exchange Traded Funds (ETFs) and Related Products

ETFs are typically designed to track the performance of their underlying benchmarks e.g. indices, market sectors, or groups of assets such as commodities. An ETF manager may adopt one or more of the following strategies to achieve the fund's objective:

- i. full replication by investing in a portfolio of securities that fully replicates the composition of the underlying benchmark;
- ii. representative sampling by investing in a portfolio of securities featuring a high correlation with the underlying benchmark, but is not exactly the same as those in the benchmark; or
- iii. synthetic replication by investing in financial derivative instruments, such as swaps and performance-linked notes, to replicate the benchmark performance.

ETFs in (i) and (ii) are commonly known as traditional ETFs whereas ETFs in (iii) are commonly known as synthetic ETFs.

Before investing in ETFs or products linked to the performance of an underlying ETF, you must understand the key features and risks of the ETFs. The following section highlights the key risks, but may not include all the risks, relating to an investment in ETFs in addition to the general product risks described in the relevant product disclosure.

- i. You are exposed to the political, economic, currency and other risks related to the underlying securities, index or sector tracked by the ETF.
- ii. The net asset value (NAV) of the ETF will change with changes in the market value of the underlying securities or other assets it holds and such changes may be amplified or inverse in the case of leveraged or inverse ETFs. The performance of the ETF may deviate from the underlying security, index or sector. Tracking error may be due to the ETF's fees and expenses, failure of tracking strategy, and currency differences.
- iii. The ETF may trade at a discount or a premium to its NAV driven by supply and demand factors and also where the index or market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETF in line with the NAV is disrupted.
- iv. The ETF may be less liquid than the underlying securities it tracks and as a result, you could be exposed to greater liquidity risk in the event of early termination than if the ETF was linked directly to the underlying securities. Furthermore, ETFs that invest in derivatives may have higher liquidity risks if the derivatives do not have active secondary markets, and may incur losses if the bid-offer spreads on such derivatives are wider than commonly occurs.
- v. If the ETF engages in derivative transactions, it is subject to the risk that its counterparties may default on their obligations which may expose the ETF to greater losses than if the ETF invested only in conventional securities. This counterparty risk may be magnified if the ETF is highly concentrated in one counterparty, or by potential contagion in which the failure of one derivative counterparty of an ETF has an effect on the stability of the other derivative counterparties for the ETF. The ETF may also have collateral to reduce counterparty risk, but the market value of the collateral may have fallen substantially when the ETF seeks to realize the collateral.
- vi. An ETF's assets and securities or other investments may be denominated in a currency that differs from the currency in which the ETF's NAV is denominated. Accordingly, any fluctuation in the relevant exchange rates will affect the value of the underlying securities, assets and other investments of the ETF as well as the NAV of the ETF, which in turn may affect the price of the ETF.

We strongly urge you to review the prospectus for the ETF for further information, including a more detailed description of the relevant risks relating to the ETF before deciding to enter into any ETF-related transaction.

Additional general information on ETFs can be found on the HKSF and HK Exchange websites:

invested.hk/invested/en/pdf/etfleaflet.pdf

invested.hk/invested/en/html/section/products/funds/ETF/etf_key.htm

hkex.com.hk/eng/prod/secprod/risksetf.htm

與交易所買賣基金(ETFs)及相關產品有關的風險

ETFs 通常用於追蹤其相關參照基準的表現，例如指數、市場行業或資產組合如商品。ETF 經理可採用以下一種或多種策略來實現基金的目標：

- i. 全面複製，即投資完全複製相關參照基準組合之證券組合；
- ii. 代表性抽樣，即投資與相關參照基準具有高度相關性的證券組合，但與參照基準中的組合並非完全相同；或
- iii. 合成複製，即投資金融衍生工具，例如掉期和表現掛鈎票據，以複製參照基準的表現。

(i)及(ii)中的ETFs通常被稱為傳統ETFs，而(iii)中的ETFs通常被稱為合成ETFs。

在投資ETFs或與ETF表現掛鈎的產品前，您必須了解ETFs的主要特徵和風險。除相關產品披露中描述的一般產品風險外，以下部分重點介紹主要風險，但可能不包括與ETFs投資相關的所有風險：

- i. 您會面對與ETF追蹤的相關證券、指數或行業有關的政治、經濟、貨幣和其他風險。
- ii. ETF的資產淨值將隨著相關證券或其持有的其他資產的市場價值變化而改變，並且在槓桿或反向ETFs的情況下，此類變化可能會放大或反轉。ETF的表現可能偏離相關證券、指數或行業。追蹤錯誤可能是由ETF的費用和支出、失敗的追蹤策略以及貨幣差異造成的。
- iii. ETF可能因供應和需求因素，在其資產淨值的折扣價或溢價進行交易，以及當ETF追蹤的指數或市場受到限制進入，為保持ETF價格符合資產淨值的單位創建或贖回之效率將會受到干擾。
- iv. ETF的流通量可能低於其追蹤的相關證券，因此，與ETF直接和相關證券掛鈎的情況相比，在提前終止時，您可能面對更大的流通量風險。此外，如果衍生性金融商品沒有活躍的二手市場，投資衍生性金融商品的ETFs可能具有較高的流通量風險，如果此類衍生性金融商品的買賣差價比正常情況更寬，則可能產生損失。
- v. 如果ETF參與衍生性金融商品交易，則其交易對手可能違約的風險可能會使ETF遭受的損失大於當ETF僅投資於傳統證券時。如果ETF高度集中於一個交易對手，或者透過潛在蔓延，ETF的一個衍生交易對手的失敗會對ETF的其他衍生交易對手的穩定性產生影響，則可能會提高交易對手風險。ETF也可能有抵押品以減低交易對手風險，但當ETF賣出抵押品時，抵押品的市場價值可能已大幅下跌。
- vi. ETF的資產和證券或其他投資可能以與ETF資產淨值計價貨幣不同的貨幣計價。因此，相關匯率的任何波動將影響ETF相關證券、資產及其他投資的價值以及ETF的資產淨值，繼而可能影響ETF的價格。

在決定進行任何與ETF相關的交易所之前，我們強烈建議您仔細閱讀ETF的章程以獲取更多信息，包括對有關ETF的相關風險之更詳細描述。

有關ETFs的其他一般資料，可瀏覽香港證監會及香港交易所網站：

invested.hk/invested/en/pdf/etfleaflet.pdf

invested.hk/invested/en/html/section/products/funds/ETF/etf_key.htm

hkex.com.hk/eng/prod/secprod/risksetf.htm

Risks Relating to Bull Basket Equity-linked Products

Basket Equity-linked Products with bull structure are structured products whose potential returns are linked to the performance of a basket of reference assets including stocks, equity exchange traded funds or equity indices. An investor is exposed to the investment risks including, but not limited to the performance (such as movement in market price) of the reference assets in the basket especially the reference asset identified as having the worst performance in the basket on a designated valuation date agreed with the investor.

Where the basket of reference assets is a basket of stocks, an investor is typically obliged to buy shares of the worst-performing stock at its strike price (in the case of physical settlement) or suffer a financial loss with reference to the worst-performing stock (in the case of cash settlement), if the final price of the worst-performing stock is below its strike price. The investor may suffer a financial loss due to the performance of the worst performing stock, even if all other stocks in the basket perform well.

Structured products involve a high degree of risk and may not be suitable for all investors. Investing in structured products is intended only for experienced and sophisticated investors who are willing and able to bear the high economic risks of such an investment. Before investing in any structured products, investors should obtain a copy of the tailored investment proposal/ term sheet/ offering document for terms and conditions, risks and disclosures of the product and ensure that they understand the key features and potential risks. Certain of these risks may include: market risk of the underlying, potential loss of principal invested, potential loss of interest income, liquidity risk/early termination risk, credit risk of Citibank, N.A. or the issuer of the relevant structured product, event risk, reinvestment risk, and foreign exchange risk.

與一籃子看漲股票掛鈎產品有關的風險

一籃子看漲股票掛鈎產品是結構性產品，其潛在回報與一籃子參考資產的表現掛鈎，包括股票、股票交易所買賣基金或股票指數。投資者面對的投資風險包括但不限於一籃子中參考資產的表現(如市場價格變動)，尤其是在與投資者商定的指定估價日被認為一籃子中表現最差的參考資產。

當一籃子參考資產是一籃子股票，假如一籃子股票中表現最差的股票的最後價格低於其行使價，投資者通常有義務以該行使價買入該股票(在實物交收的情況下)，或參考該股票遭受財務損失(在現金結算的情況下)。即使所有其他股票表現良好，投資者也可能因表現最差的股票而遭受財務損失。

結構性產品涉及高風險，可能不適合所有投資者。投資結構性產品僅適用於願意並且能夠承受此類投資的高經濟風險之經驗豐富且成熟的投資者。在投資任何結構性產品之前，投資者應為了有關產品的條款及細則、風險和披露而獲取定制投資建議書/條款清單/銷售文件的副本，並確保他們了解關鍵特徵和潛在風險。這些風險可能包括：有關產品的市場風險、潛在的本金投資損失、潛在的利息收入損失、流通量風險/提前終止風險、花旗銀行或相關結構性產品的發行人的信貸風險、事件風險、再投資風險和外匯風險。



Private Bank

Citibank Singapore Circular relating to the Personal Data Protection Act ("Circular")

This Circular is applicable to all persons and entities who have opened or proposes to open an account with, and/or who have provided or proposes to provide guarantee or third party security to: (i) Citibank Singapore Limited ("CSL"); (ii) Citibank N.A. Singapore branch ("CNA SG"); and/or (iii) another branch, subsidiary, representative office, affiliate or agent of Citibank, N.A., where the relevant account or account application to the extent is serviced by representatives of CSL or CNA SG.

This Circular has been prepared by CSL and CNA SG (collectively, "Citi") in connection with the Personal Data Protection Act (No. 26 of 2012) of Singapore (the "Act"), to explain what personal data (as defined in the Act) Citi collects and the circumstances under which Citi may use or disclose it. I agree that my use or continued use of any of Citi's services shall be deemed as my acceptance and agreement to be bound by the provisions of this Circular.

Citi's goal is to maintain the trust and confidence of all its customers and prospective customers in its handling of personal data.

All references in this Circular to "I", "me", "my", "we", "us" and "our" refer to the person(s) who opened or proposes to open an account with, or who have provided or proposes to provide guarantee or third party security to Citi. All references in this Circular to "Citi", "you", and "your" refer to Citi.

Information Citi Collects and Uses

- a) From time to time, Citi may collect directly from me, from any person authorized by me in a manner approved by you, from third parties including Relevant Individuals (defined below) and from publicly available sources including credit bureaus the following information and data:
 - i) personal data about me, my family members, my friends, my beneficiaries, my attorneys, my shareholders, my beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, guarantors, other security providers and other individuals (collectively all of the foregoing who are natural persons, "Relevant Individuals"), which may include names, identification particulars, contact details, products and services portfolio information, transaction patterns and behaviour, financial background, investment history, educational background and demographic data;
 - ii) information and data generated in the ordinary course of the continuation of my banking/financial relationship with Citi, for example, during account reviews or when a Relevant Individual gives instructions, writes checks, transfers funds, deposits money, enters into a transaction or arranges banking/ credit facilities for himself/herself or for any third party or participation in contests or rewards programmes and other information and records, such as my preferences, my answers to questions intended for security verification and data I choose to provide; and
 - iii) information from cookies, or other technologies deployed for analysis of visits to websites or the use of any information technology application of Citi.
- b) I acknowledge that where a Relevant Individual fails to supply relevant information or data or withdraw consents in respect of use and/or disclosure of relevant information or data as described in this Circular, Citi may be unable to open or continue accounts, or establish or continue banking/credit facilities or provide banking/ financial products/services. Citi will inform the Relevant Individual of likely consequences where the Relevant Individual withdraws consent given or deemed to have been given.

新加坡花旗銀行關於《個人資料保護法》之通告(“通告”)

本通告適用於已經或打算在(i)花旗銀行新加坡有限公司("CSL"); (ii)花旗銀行新加坡分行("CNA SG"); 及/或(iii)花旗銀行的另一分行、附屬公司、代表辦事處、聯繫公司或代理(而相關賬戶或賬戶申請是由CSL或 CNA SG 的代表處理)開立賬戶, 及/或已經或打算向其提供擔保或第三方保證的所有人士及實體。

本通告由CSL及 CNA SG(統稱“花旗”)就新加坡個人資料保護法(2012年26號)(“法例”)擬備, 解釋花旗所收集的個人資料(定義詳見法例)及花旗在何種情況下會予以使用或披露。本人同意本人使用或持續使用任何花旗服務, 即被視為本人接受及同意受本通告的條文所約束。

花旗以維繫客戶及準客戶在處理個人資料方面的信任及信心為目標。

本通告中對“本人”、“本人的”、“吾等”及“吾等的”的所有提述指已經或打算在花旗開立賬戶或已經或打算向花旗提供擔保或第三方保證的人士。本通告中對“花旗”、“貴行”及“貴行的”所有提述均指花旗。

花旗收集及使用資料

- a) 花旗可不時直接向本人、本人以貴行批准的方式所授權的任何人士、包括相關個人(定義見下文)在內的第三方及包括信貸資料機構在內的公開的來源, 收集以下資料:
 - i) 本人、本人的家庭成員、本人的朋友、本人的受益人、本人的獲授權人、本人的持股人、本人的實益擁有人(如適用)、任何信託下的人士、受託人、合夥人、委員會成員、董事、職員或獲授權簽署人、擔保人、其他保證提供者及其他個人(前述屬自然人的均統稱為“相關個人”)的個人資料, 可能包括姓名、識別資料、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景、投資經驗、教育背景及統計數據;
 - ii) 本人與花旗的銀行/財務關係持續之通常過程中產生的資料及數據, 例如進行賬戶審核之時或當相關個人代表其本人或代表任何第三方發出指示、開具支票、轉賬、存款、進行交易或安排銀行/信貸服務, 或參加比賽或獎賞計劃, 及其他資料及記錄, 如本人的喜好、本人對保安核證設定問題的答案及本人選擇提供的數據; 及
 - iii) 來自小甜餅(cookies)的資料, 或為分析網站瀏覽而使用的其他科技或花旗使用的任何資訊科技應用程式。
- b) 本人確認如相關個人未能提供相關資料或數據或撤回其對本通告所述使用及/或披露相關資料或數據之同意, 花旗可能無法開立或維持賬戶, 或設立或繼續提供銀行/信貸服務或提供銀行/財務產品/服務。花旗將通知相關個人如撤回已經給予或被視為已經給予的同意所可能造成的後果。

- c) I warrant to Citi that where I or my representatives are responsible for the provision of any information or data relating to any Relevant Individual to Citi, or actually provide any such information or data to Citi, I have informed each Relevant Individuals and such Relevant Individual has given consent to Citi's collection, use and disclosure of such information as described in this Circular, and that I will obtain such consent in advance of providing any similar information in the future.
- d) I agree that data of a Relevant Individual may be processed, kept, transferred or disclosed in and to any country/jurisdiction as Citi considers appropriate or necessary, in accordance with applicable law for the purposes described below. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/ jurisdiction.

Purposes for which Information is Used and Disclosed

- e) I agree that my information and data may be used and disclosed, including to places in or outside Singapore for the following purposes (collectively **"Permitted Purposes"**):
- i) to make decisions relating to the opening or continuation of accounts and the establishment, provision or continuation of banking/credit facilities or banking/financial services including banking, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management products and services and otherwise maintaining accurate "know your customer" information and conducting anti-money laundering, credit and background checks;
- ii) to provide, operate, process and administer my Citi accounts and services or to process applications for Citi accounts and services, any banking/financial transactions (including remittance transactions and credit/financial facilities), and to maintain service quality and train staff;
- iii) to undertake activities related to the provision of the Citi accounts and services including the subscription or proposed subscription of products or services (whether offered or issued by Citi or otherwise) and the provision of research reports;
- iv) to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent in connection with my participation in various products (whether such products are offered or issued by Citi, Citi's affiliates, third parties or through other intermediaries or distributors);
- v) to provide or grant access to product related materials such as offering documents, research reports, product profiles, fact sheets, term sheets or other product related materials;
- vi) to fulfil foreign and domestic legal, regulatory and compliance requirements (including US anti- money laundering and tax obligations applicable to Citigroup Inc., including any of its affiliates and subsidiaries (collectively, **"Citigroup"**) and disclosure to any stock exchange, court, authority or regulator pursuant to relevant guidelines, regulations, orders, guidance or requests from such organisations) and comply with any applicable treaty or agreement with or between foreign and domestic governments applicable to Citigroup;
- vii) to verify the identity or authority of Relevant Individuals, my representatives who contact Citi or may be contacted by Citi and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to your then-current security procedures;
- viii) for risk assessment, statistical, trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering analyses, creating and maintaining credit scoring models, and otherwise ensuring ongoing credit worthiness of Relevant Individuals including conducting credit and other background checks and reviews, and maintaining credit history of individuals (whether or not there exists any direct relationship between that Relevant Individual and Citi) for present and future reference;

- c) 本人向花旗保證當本人或本人的代表負責向花旗提供與任何相關個人有關的資料或數據，或實際向花旗提供任何該資料或數據之時，本人已通知各相關個人而該相關個人亦已表示同意花旗按本通告所述收集、使用及披露該資料，而本人在日後提供任何相關資料前將先獲取有關同意。
- d) 本人同意相關個人的資料可根據適用法律及為以下所述的目的，在及向花旗認為合適或必須的任何國家/司法管轄區處理、保存、轉移或披露。有關資料並可根據有關國家/司法管轄區的當地慣例及法律、法規及規則(包括任何規管性規定、政府法例及命令)處理、保存、轉移或披露。

使用及披露資料的用途

- e) 本人同意本人的資料及數據可在新加坡或以外地方為以下用途使用及披露(統稱 **"獲准許用途"**)：
- i) 為開立或持續賬戶及設立、提供或持續銀行/信貸服務或銀行/財務服務(包括銀行、投資、信託、保險、信用卡、個人貸款、按揭、自動貸款、財務及財富管理產品及服務)，及為維持“了解客戶”資料準確及進行反洗黑錢、信貸及背景審查而作決定；
- ii) 提供、操作、處理及管理本人的花旗賬戶及服務或處理花旗賬戶及服務、任何銀行/財務交易(包括匯款交易及信貸/財務服務)的申請，及維持服務質素及培訓職員；
- iii) 進行與提供花旗賬戶及服務有關(包括認購或打算認購產品或服務(不論是否由花旗或其他方面提供或發出))及提供研究報告有關的活動；
- iv) 提供與產品有關的服務及支援，包括但不限於，就本人參與的各類產品所提供的處理或管理支援或以中介人/代名股東/代理人的身份行事(不論有關產品是否由花旗、花旗的聯繫成員、第三方或透過其他中介人或分銷商提供或發出)；
- v) 提供或給予與產品有關的資料，如發售文件、研究報告、產品簡介、資料摘要、合約細則或其他與產品有關的資料；
- vi) 遵守外地及當地法律、規管及合規規定(包括適用於花旗集團(包括其任何聯繫及附屬成員(統稱 **"花旗集團"**)的美國反洗黑錢及稅務責任，及按照有關機構發出的相關指引、規則、命令、指示或要求，向任何股票交易所、法院、機關或監管當局披露)及遵從外地及當地政府之間適用於花旗集團的任何適用條約或協議；
- vii) 核實相關個人、聯絡花旗或花旗可能聯絡的本人的代表的身份或權限，並按照貴行當時的保安程序執行或回應經核實代表或其他方的要求、問題或指示；
- viii) 為風險評估、統計/趨勢分析及規劃的目的，包括進行數據處理、統計、信貸、風險及反洗黑錢分析，設立及維持信貸評分模式，及確保相關個人的持續信貸價值，包括進行信貸及其他背景審查，並維持個人的信貸記錄(不論相關個人與花旗之間是否存在任何直接關係)供現時或日後參考之用；

- | | |
|--|---|
| <p>ix) to monitor and record calls and electronic communications with Relevant Individuals for record keeping, quality, training, investigation and fraud prevention purposes;</p> <p>x) for crime and fraud detection, prevention, investigation and prosecution;</p> <p>xi) to enforce (including without limitation collecting amounts outstanding) or defend the rights of Citi, its employees, officers and directors, contractual or otherwise;</p> <p>xii) to perform internal management, to operate control and management information systems, and to carry out internal audits or enable the conduct of external audits;</p> <p>xiii) to enable an actual or proposed assignee of Citi, or participant or sub-participant of Citi's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;</p> <p>xiv) to comply with contractual arrangements by or between financial industry self-regulatory, financial industry bodies, associations of financial services providers or other financial institutions, including assisting other financial institutions to conduct credit checks or collect debts;</p> <p>xv) to manage Citi's relationship with me, which may include providing information to me or a Relevant Individual, about Citi or Citi's affiliates products and services, where specifically consented to or where permissible under applicable laws and regulations;</p> <p>xvi) for marketing financial, banking, credit, investment, trust, insurance, credit card, personal loan, mortgage, auto loan, financial and wealth management related products or services by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, market research, and designing or refining any similar products or services including by conducting market research, data analysis, and surveys;</p> <p>xvii) to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup and any other use of data and information in accordance with any Citigroup-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;</p> <p>xviii) purposes relating directly thereto.</p> <p>f) In addition, I agree that my information and data may be use and disclosed, where permitted by applicable law, to the following entities (inside or outside Singapore) for any relevant purpose which is part of the Permitted Purposes or for processing in accordance with any purpose described in the Permitted Purposes:</p> <p>i) any agent, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference or other background checks, custodian, depository, nominee or securities clearing or other services to Citi in connection with the operation of the business of Citi;</p> <p>ii) any person or entity which is part of Citigroup although only to the extent necessary to fulfil the relevant Permitted Purpose;</p> <p>iii) any drawee or drawer bank in connection with any cheque or equivalent;</p> <p>iv) any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with whom I have or propose to have dealings;</p> <p>v) credit reference agencies, credit information bureaus, and, in the event of default, debt collection agencies;</p> | <p>ix) 為紀錄、維持質素、培訓、調查及防止欺詐的目的，監察及記錄與相關個人的通話及電子通訊；</p> <p>x) 為進行犯罪及欺詐偵查、防範、調查及檢控；</p> <p>xi) 執行(包括但不限於收取尚欠款項)或維護花旗、其僱員、職員及董事的權利(不論合約有否訂明)；</p> <p>xii) 進行內部管理、操控及管理資訊系統、及進行內部審計或確保可進行外部審計；</p> <p>xiii) 向花旗的實際或準承讓人或花旗的參與者或再參與者授予就實行對轉讓、參與或再參與下的交易進行評估的權利；</p> <p>xiv) 遵從金融業界自我監管機構、金融業團體、金融服務提供者協會或其他金融機構的或其之間的合約安排，包括協助其他金融機構進行信貸審查或追收債務；</p> <p>xv) 管理花旗與本人的關係，可能包括就特別獲得同意或在適用法律及法規下獲准許的花旗或花旗的聯繫成員的產品及服務向本人或相關個人提供資料；</p> <p>xvi) 透過各種通訊方式，包括郵件、電話、短訊、傳真、電子郵件、互聯網、市場研究，推廣金融、銀行、信貸、投資、信託、保險、信用卡、個人貸款、按揭、自動貸款、財務及財富管理相關產品或服務，及設計或改進任何相關產品或服務，包括透過進行市場研究、數據分析及調查；</p> <p>xvii) 遵從花旗集團內數據及資料共用的任何責任、規定、政策、程序、措施或安排，及為遵從制裁或防止或偵查洗黑錢、為恐怖份子提供資金或其他不法活動而根據任何花旗集團計劃使用數據及資料；</p> <p>xviii) 直直接與之有關的用途。</p> <p>f) 此外，本人同意本人的資料及數據可能在法律容許的範圍內，被以下實體(在新加坡或外地)使用或向其披露，作部份屬於獲准許用途的任何相關用途或為根據獲准許用途所述的任何用途而予以處理：</p> <p>i) 任何代理人、承辦人或就花旗的業務運作向花旗提供管理、郵遞、電話營銷、直銷通訊、電話中心、業務程序、旅遊、簽證、知識管理、人力資源、數據處理、資訊科技、電腦、付款、欠款追收、信貸資料或其他背景調查、保管、寄存、代名或證券結算或其他服務的第三方服務供應商；</p> <p>ii) 於花旗集團一部份的任何人士或實體，即使只以落實相關獲准許用途所必須之程度為限；</p> <p>iii) 任何支票或對等項目的任何受票人或發票銀行；</p> <p>iv) 本人已經或打算與之交易的任何財務機構、押記或信用卡發卡公司、受託人、保險商、證券及投資服務提供者；</p> <p>v) 信貸資料庫、信貸資料機構及(如有欠款)債務追收公司；</p> |
|--|---|

- vi) any person or entity to whom a Citigroup entity is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to Citigroup, or agreement entered into by Citigroup and any government authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory of industry bodies or associations of financial services providers or securities exchanges with which Citigroup is required or expected to comply, or any disclosure pursuant to any contractual or other commitment of Citigroup with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, or securities exchanges, all of which may be within or outside Singapore including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;
- vii) any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/ financial activities;
- viii) any actual or proposed assignee of Citi or participant or sub- participant or transferee of Citi's rights in respect of me or any other Relevant Individual, all or any part of the assets or business of Citi; and
- ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure my obligations or those of any Relevant Individual.

Collection, use and disclosure in respect of Credit Reference Agencies

- g) Of the information and data which may be collected or held by Citi from time to time in connection with a Relevant Individual having or applying for a credit card, personal loan, mortgage, auto loan (whether as a cardholder, borrower, mortgagor or guarantor and whether in the Relevant Individual's sole name or in joint names with others), the following information and data relating to the Relevant Individual (including any updated data of any of the following data from time to time) may be provided by Citi, on its own behalf and/or as agent, to a credit reference agency:
 - i) full name;
 - ii) capacity in respect of facility/loan (as cardholder, borrower, mortgagor or guarantor, and whether in the Relevant Individual's sole name or in joint names with others);
 - iii) identification or travel document number;
 - iv) date of birth;
 - v) correspondence address;
 - vi) account number in respect of each facility/loan;
 - vii) type of facility;
 - viii) account status (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);
 - ix) repayment trend and status (e.g. full or partial payment, current or late);
 - x) if any, account closed date in respect of each facility/loan;
 - xi) facility/loan application date; and
 - xii) where there is any outstanding material default, account general data together with the default data relating to such material default.

- vi) 花旗集團實體按法律程序或按任何外地或本地的法律、法規、法院命令或由花旗集團訂立、對花旗集團具約束力或適用的協議，或由花旗集團與任何本地或外地的政府機關訂立的協議，或由兩個或以上的本地或外地政府機關之間訂立的協議的規定下，有責任或被規定須向其披露的任何個人或實體，或花旗銀行須要或預期須予遵從的任何法律、監管、政府、稅務、執法或其他機關，或財務服務提供者的自我監管業界團體或協會或證券交易所給予或發出的任何指引或指示下作出的任何披露，或按照花旗集團與本地或外地法律、監管、政府、稅務、執法或其他機關，或財務服務提供者的自我監管業界團體或協會或證券交易所之間的任何合約訂明或其他承諾所作出的任何披露，所有披露可在新加坡或以外地方作出，包括向法院、裁判署，及/或法律、監管、稅務及政府機關作出的披露，不論該法律程序、責任、要求、規定、協議或指引可能現時存在或日後設立；
- vii) 任何財務機構、處理代理或將會涉及匯款交易或任何其他銀行/財務活動的任何其他人士；
- viii) 花旗的任何實際或準承讓人或就花旗對本人/或任何其他相關個人於花旗的全部或任何部份資產或業務的權利之花旗的參與者或再參與者或受讓人；及
- ix) 提供或打算提供擔保或第三方保證以擔保或保證本人或任何相關個人的責任的任何一方。

有關信貸資料庫的收集、使用及披露

- g) 花旗所不時收集或持有有關擁有或申請信用卡、個人貸款、按揭、自動貸款的相關個人(不論是以持卡人、借款人、按揭人或擔保人的身份及不論相關個人是以單獨名義或與他人聯名)的資料及數據，花旗可自行及/或作為代理人向信貸資料庫提供以下與相關個人有關的資料及數據(包括以下數據不時的任何更新):
 - i) 全名；
 - ii) 貸款/借貸的身份(以持卡人、借款人、按揭人或擔保人的身份，及不論相關個人是以單獨名義或與他人聯名)；
 - iii) 身份證明或旅遊證件號碼；
 - iv) 出生日期；
 - v) 通訊地址；
 - vi) 各貸款/借貸的賬戶號碼；
 - vii) 貸款類型；
 - viii) 賬戶狀況(如：活躍、已結束、註銷(非因破產令所致)、破產令下被註銷)；
 - ix) 還款動向及狀況(如全部或部份付款、現時或延遲)；
 - x) 各項貸款/借貸的賬戶結束日(如有)；
 - xi) 貸款/借貸申請日；及
 - xii) 如有任何嚴重欠繳，賬戶一般資料連同與該嚴重欠繳有關的欠繳資料。

The credit reference agency will use information and data supplied by Citi for the purposes of compiling a count of the number of similar facilities from time to time held by the Relevant Person with credit providers in Singapore, as cardholder, borrower, mortgagor or guarantor respectively and whether in the Relevant Person's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers.

- h) For the purpose of paragraph (d) above, Citi may access and obtain from the credit reference agencies such personal and account information or records of any Relevant Individual (including information about the number of facility/loan count) held by any credit reference agency in accordance with the Act. Without prejudice to the foregoing, Citi may from time to time access the personal and account information or records of the any Relevant Individual (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Relevant Individual or to a third party which obligations are guaranteed by the Relevant Individual:
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
 - (iii) granting of additional facility/loan; or
 - (iv) the putting in place or the implementation of a scheme of arrangement with the Relevant Individual or the third party.

Citi may have obtained a credit report on the Relevant Individual from a credit reference agency in considering any application for credit. In the event the Relevant Individual wishes to access the credit report, Citi will advise the contact details of the relevant credit reference agency.

Inquiries

- i) The person to whom requests under the Act, including complaints and requests for information regarding policies and practices and kinds of data held are to be addressed to Citi **Personal Data Protection Officer** at 8 Marina View, #20-01 Asia Square Tower One, Singapore 018960 or cpbclientenquiry@citi.com.
- j) Where permissible by my account terms and conditions, I hereby agree that Citi may amend and vary the terms of this Circular from time to time and that upon notification to me of such amended Circular, the contents thereof shall similarly amend, vary and supplement such account terms and conditions, agreements and/or arrangements aforesaid with effect from the date specified in such amended Circular, and without prejudice to the foregoing, my use or continued use of any of Citi's services after such change shall also be deemed as my acceptance and agreement to the same.
- k) I acknowledge that nothing in this Circular limits or seeks to limit my rights under the Act.

信貸資料庫使用花旗所提供的資料及數據，用以記錄相關個人不時分別以持卡人、借款人、按揭人或擔保人身份，於新加坡的信貸提供者持有的相類信貸的數目，及相關個人是單獨或與他人聯名持有，以供信貸提供者於信貸資料庫的消費者信貸數據庫分享使用。

- h) 就上文(d)段而言，花旗可向信貸資料庫存取及獲取任何信貸資料庫按照法例持有的任何相關個人的個人及賬戶資料或紀錄(包括貸款/借貸數目資料)。在無損於前述條文的原則下，花旗可不時存取信貸資料庫所持有的任何相關個人的個人及賬戶資料或紀錄(包括按揭數目資料)，以審核以下與相關個人或責任獲相關個人擔保的第三方獲授予的現存信貸有關的任何事項：

- (i) 信貸款額之增加；
- (ii) 信貸之削減(包括信貸被取消或信貸款額之下降)；
- (iii) 授予額外貸款/借貸；或
- (iv) 實施與相關個人或第三方的重組安排計劃。

花旗可向信貸資料庫獲取相關個人的信貸報告以考慮任何信貸申請。如相關個人欲存取信貸報告，花旗將提供相關信貸資料庫的聯絡資料。

查詢

- i) 在法例下提出要求的人士，包括對與政策及慣例有關的資料的投訴及要求，及所持有的資料種類，須將要求送交花旗個人資料保障主任，地址為8 Marina View, #20-01 Asia Square Tower One, Singapore 018960，或電郵cpbclientenquiry@citi.com。
- j) 如本人的賬戶條款許可，本人謹此同意花旗可不時修訂及更改本通告的條款，並在通知本人有關對本通告的條款修訂同時，其內容亦自該經修訂通告所訂明的日期起，對前述的賬戶條款、協議及/或安排作相近的修訂、更改及補充，而在無損於前述條文的情況下，本人在有關更改後使用或持續使用任何花旗的服務，即被視為本人對之的接受及同意。
- k) 本人確認本通告內容並不限制或謀求限制本人在法例下的權利。



Private Bank

Citibank Hong Kong Circular relating to the Personal Data (Privacy) Ordinance and Usage of Customer Information ("Circular")

- a) From time to time, it is necessary for customers, guarantors and security providers (each a "Subject Party") to supply Citibank N.A. (the "Bank") with, and the Bank may collect from various sources, data and information, including personal data, ("Data") in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or the provision of banking/financial services.
- b) Failure to supply such data may result in the Bank being unable to open or continue accounts, to establish or continue banking/credit facilities or to provide banking/financial services.
- c) It is also the case that Data are collected from a Subject Party and generated in the ordinary course of the continuation of the banking/financial relationship, for example, when a Subject Party gives instructions, writes checks, transfers funds, deposits money or arranges banking/credit facilities for himself/herself or for any third party.
- d) Data held by the Bank or any person to whom the Bank may disclose such data pursuant to paragraph (e) below (each a "Recipient") relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank will be kept confidential, but the Bank or the Recipient may provide such information to the following parties at a place in or outside the Hong Kong Special Administrative Region ("Hong Kong") for the purposes set out in paragraph (e) below:
 - i) any agent, contractor or third party service provider who provides administrative, mailing, telecommunications, information technology, computer, payment, custodian, depository, nominee or securities clearing or other services to the Bank or the Recipient in connection with the operation of its business;
 - ii) any other person or entity under a duty of confidentiality to the Bank or a Recipient including its group company which has undertaken to keep such information confidential;
 - iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - iv) any financial institution, charge or credit card issuing companies, trustees, insurers, securities and investment services providers with which the Subject Party has or proposes to have dealings;
 - v) credit reference agencies, credit information bureaus, and, in the event of default, debt collection agencies;
 - vi) any person or entity to whom the Bank or a Recipient is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on or applying to the Bank or a Recipient, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or a Recipient is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or a Recipient with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - vii) any financial institution, processing agent, or any other person who will be involved in remittance transactions or any banking/financial activities;

關於《個人資料(私隱)條例》及客戶資料使用之說明(「說明」)

- a) 客戶、擔保人及抵押品提供者(每位為「有關人士」)需要不時向花旗銀行(「本行」)提供,及本行可向不同來源收集有關開立戶口、延續戶口及建立或延續銀行信貸安排或提供銀行/財務服務的資料,包括個人資料(「資料」)。
- b) 若未能提供有關資料會導致本行無法開立或延續戶口或建立或延續銀行/信貸安排或提供銀行/財務服務。
- c) 在有關人士與本行的正常銀行/財務業務往來過程中,本行亦會收集到有關人士的資料,例如,一般當有關人士作出指示、開出支票、資金轉賬、存款或為自己或任何第三者安排銀行/信貸安排時。
- d) 本行或本行可按下文(e)段向其透露資料的任何人士(每位為「收取資料人士」)會把其持有之有關人士、其戶口及與銀行的關係的資料保密,但可能會把有關資料提供給在香港特別行政區(「香港」)境內外以下單位作出在下文(e)項列出的用途:
 - i) 向本行或收取資料人士就其業務運作有關而提供行政、郵寄、電訊、資訊科技、電腦、支付、保管、存管、代名人或證券結算或其他服務之任何代理、承包商、或第三者服務供應商;
 - ii) 任何對本行或收取資料人士有保密責任的其他人或機構,包括其同一集團內已承諾將有關資料保密處理的公司;
 - iii) 付款銀行向發票人提供已承兌支票的副本(可能載有收款人的資料);
 - iv) 任何與有關人士存在或將會存在任何交往的金融機構、消費咭或信用咭發行公司、受託人、承保人、證券及投資服務供應商;
 - v) 信貸資料服務機構、信用資料所及(在拖欠債項情況下)追討欠款公司;
 - vi) 本本行或收取資料人士根據對之具法律約束力或適用的任何法律規定、法規、法庭命令或合約協議,或根據及為符合任何法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或收取資料人士遵守的任何指引或指導,或根據本行或收取資料人士向本地或外地的法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的),而有義務或以其他方式被要求向其披露該等資料的任何人士或機構;
 - vii) 任何參與匯款交易或任何銀行/財務活動的金融機構、交易處理商或任何其他人士;

- viii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Subject Party or all or any part of the assets or business of the Bank;
- ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Subject Party's obligations; and
- x) (1) the Bank's or a Recipient's group companies including any of the branches, subsidiaries, holding company, associated companies or affiliates of or companies controlled by or under common control with Citibank, N.A. (each an "Affiliate") and any of its directors, officers, employees, agents or contractors;
- (2) third party financial institutions, insurers, trustees, credit card companies, securities and investment services providers; and
- (3) third party service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (e)(viii) below.

Such information may be transferred to a place outside Hong Kong.

- e) The purposes for which Data relating to a Subject Party or a Subject Party's account(s)/relationship with the Bank may be used by the Bank or a Recipient are as follows:
 - i) processing of applications for banking, investment, trust, insurance, credit card and/or other financial services and facilities;
 - ii) the provision, operation, processing or administration of any service or account, including credit/financial facilities, provided to the Subject Party or other customers, guarantors or security providers, and for data processing, statistical, credit, risk and AML analyses and other similar purposes;
 - iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - iv) creating and maintaining the Bank's credit scoring models;
 - v) assisting other financial institutions to conduct credit checks and collect debts;
 - vi) ensuring ongoing credit worthiness of a Subject Party;
 - vii) designing financial services or related products for the use of the Subject Party or other customers, guarantors or security providers;
 - viii) marketing financial, banking, investment, trust, insurance, credit card and related services, products and other subjects (please see further details in paragraph (h) below);
 - ix) determining the amount of indebtedness owed to or by the Subject Party or other customers, guarantors or security providers;
 - x) enforcement of a Subject Party's obligations, including without limitation the collection of amounts outstanding from the Subject Party or other customers, guarantors or security providers;
 - xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or a Recipient, or with which it is expected to comply, according to:
 - (1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (including, but not limited to, the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

- viii) 任何本行的實在或建議受讓人或參與人或附屬參與人或有關本行對有關人士的權利或其所有或任何部份資產或業務的受讓人;及
- ix) 對有關人士的責任提供或計劃提供擔保或第三者抵押的任何人等;及
- x) (1) 本行的或收取資料人士的集團公司，包括花旗銀行的任何分行、附屬公司、母公司、相關公司或聯營公司，或被其操控或與之共同受操控之公司(“聯營成員”)及其任何董事、職員、僱員、代理人或承包商;
- (2) 第第三方金融機構、承保人、受託人、信用卡機構、證券及投資服務供應商;及
- (3) 本行就下文第(e)(viii)項載明的用途聘請的第三方服務供應商(包括但不限於郵遞公司、電訊公司、電話推銷及直銷代理機構、電話客戶服務中心、資料處理公司及資訊科技中心等)。

該等資料可能被轉移至香港境外。

- e) 本行或收取資料人士可把與有關人士、其戶口或與銀行的關係有關的資料用於下列用途:
 - i) 處理銀行、投資、信託、保險、信用咭及/或其他財務服務及貸款申請;
 - ii) 為提供、運作、處理或管理向有關人士或其他客戶、擔保人或抵押品提供者提供的任何服務或賬戶，包括信貸/財務安排及為數據處理、統計、信貸、風險及防止清洗黑錢的分析及其他相類的用途;
 - iii) 於有關人士申請信貸時及於每年(通常一次或多於一次)的定期或特別信貸覆核時作信貸檢查;
 - iv) 制定和維持本行的信貸評分模式;;
 - v) 協助其他財務機構作信貸檢查和追討債務;
 - vi) 確保有關人士維持可靠信用;
 - vii) 設計供有關人士或其他客戶、擔保人或抵押品提供者使用的財務服務或有關產品;
 - viii) 推廣財務、銀行、投資、信託、保險、信用咭及相關服務、產品及其他標的(詳情請參閱下文(h)段);
 - ix) 確定本行對有關人士或其他客戶、擔保人或抵押品提供者或有關人士或其他客戶、擔保人或抵押品提供者對本行的債務;
 - x) 執行有關人士的責任，包括但不限於向有關人士或其他客戶、擔保人或抵押品提供者追收欠款;
 - xi) 履行根據下列適用於本行或收取資料人士或本行或收取資料人士被期望遵守的就披露及使用資料的義務、規定或安排:
 - (1) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(包括但不限於《稅務條例》及其條文，包括有關自動交換財務賬戶資料的該等條文);

- | | |
|--|--|
| <p>(2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (including, but not limited to, guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);</p> <p>(3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or a Recipient by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;</p> | <p>(2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(包括但不限於稅務局作出或發出的指引或指導，包括有關自動交換財務賬戶資料的該等指引或指導)；</p> <p>(3) 本行或收取資料人士因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；</p> |
| <p>xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank (including any Affiliate) and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;</p> | <p>xii) 遵守本行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內(包括任何聯營成員)共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；</p> |
| <p>xiii) processing any banking/financial transactions including remittance transactions;</p> | <p>xiii) 處理任何銀行/財務交易包括匯款交易；</p> |
| <p>xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Subject Party to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;</p> | <p>xiv) 使有關本行的實在或建議承讓人，或有關本行對有關人士的權利的參與人或附屬參與人評估該轉讓、該參與或該附屬參與項下的交易；</p> |
| <p>xv) maintaining a credit history of the Subject Party (whether or not there exists any relationship between the Subject Party and the Bank or the recipient of the data) for present and future reference; and</p> | <p>xv) 不論有關人士與本行或取得有關資料的人士之間是否存在任何關係，作為有關人士的信貸紀錄，以供其現在或將來參考之用；及</p> |
| <p>xvi) purposes relating directly thereto.</p> | <p>xvi) 與上述直接有關的用途。</p> |
| <p>f) Of the data which may be collected or held by the Bank from time to time in connection with mortgages and/or mortgage application(s) in relation to a Subject Party (whether as a borrower, mortgagor or guarantor and whether in the Subject Party's sole name or in joint names with others) on or after April 1, 2011, the following data relating to the Subject Party (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:</p> | <p>f) 在本行於 2011 年 4 月 1 日當日或以後就按揭及/或按揭申請可能不時收集或持有的資料中(不論以借款人、按揭人或擔保人身分，以及不論以有關人士本人單名或與其他人士聯名方式)，下述與有關人士有關的資料(包括下述任何資料的任何不時經更新資料)可由本行及/或以代理人的名義提供予信貸資料服務機構：</p> |
| <p>i) full name;</p> | <p>i) 全名；</p> |
| <p>ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);</p> | <p>ii) 在每項按揭中的身份(作為借款人、抵押人或擔保人，及以客戶本人單名或與其他人士聯名方式)；</p> |
| <p>iii) Hong Kong Identity Card Number or travel document number;</p> | <p>iii) 香港身份證號碼或旅遊證件號碼；</p> |
| <p>iv) date of birth;</p> | <p>iv) 出生日期；</p> |
| <p>v) correspondence address;</p> | <p>v) 通訊地址；</p> |
| <p>vi) mortgage account number in respect of each mortgage;</p> | <p>vi) 與每項按揭有關的按揭賬戶號碼；</p> |
| <p>vii) type of facility in respect of each mortgage;</p> | <p>vii) 與每項按揭有關的貸款類別；</p> |
| <p>viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);</p> | <p>viii) 與每項按揭有關的按揭賬戶狀況(如有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬)；</p> |
| <p>ix) if any, mortgage account closed date in respect of each mortgage;</p> | <p>ix) 與每項按揭有關的按揭賬戶結束日期(如有)；</p> |
| <p>x) mortgage application data (being the fact that the Subject Party has made an application for a mortgage loan); and</p> | <p>x) 按揭申請資料(即有關人士作出了一項按揭申請的事實)；及</p> |
| <p>xi) where there is any outstanding material default of a mortgage loan, account general data together with the default data relating to such material default.</p> | <p>xi) (若發生與按揭貸款有關的任何未償重大拖欠事宜)一般賬戶資料連同與該項重大拖欠有關的拖欠資料。</p> |

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Subject Party with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the Subject Party's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice of Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance (the "Ordinance")).

- g) For the purpose of paragraph (d)(v) above, the Bank may access and obtain from the credit reference agencies such personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency in accordance with the Ordinance). Without prejudice to the foregoing, the Bank may from time to time access the personal and account information or records of the Subject Party (including information about the number of mortgage count) held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the Subject Party or to a third party which obligations are guaranteed by the Subject Party:

- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) the putting in place or the implementation of a scheme of arrangement with the Subject Party or the third party.

The Bank may have obtained a credit report on the Subject Party from a credit reference agency in considering any application for credit. In the event the Subject Party wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

h) **USE OF PERSONAL DATA IN DIRECT MARKETING**

The Bank intends to use a Subject Party's personal data, and also provide such personal data to its Affiliates for their use, in direct marketing as defined in the Ordinance. The Bank requires the Subject Party's consent (or written consent where personal data is provided to the Bank's Affiliate) (which includes an indication of no objection) for such purposes. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a Subject Party held by the Bank from time to time may be used by the Bank, and provided to its Affiliates for their use, in direct marketing;
- (ii) the following classes of services, products and subjects (whether issued or provided by the Bank, an Affiliate or a third party) may be marketed by the Bank itself and/or an Affiliate: financial, investment, insurance, credit card, trust, banking, credit and related services and products;
- (iii) the above arrangements may result in revenue/benefit sharing arrangements between the Bank and its Affiliates.

If a Subject Party does not wish the Bank to use or provide to its Affiliates his personal data for use in direct marketing as described above, the Subject Party may exercise his opt-out right by notifying the Bank through the contact information provided in paragraph (n) below.

- (i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
 - (i) to check whether the Bank holds data about him and the right of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and

信貸資料服務機構將使用上述由本行提供的資料統計有關人士(分別以借款人、按揭人或擔保人身分, 及以有關人士本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數, 並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據《個人資料(私隱)條例》(「私隱條例」)核准及發出的個人信貸資料實務守則的規定所限)。

- g) 就上文第(d)(v)項而言, 本行可向信貸資料服務機構查閱及索取該信貸資料服務機構根據私隱條例持有有關有關人士的個人和賬戶資訊或紀錄(包括有關按揭宗數的資料)。在不損害前述條文的原則下, 本行可不時查閱由信貸資料服務機構持有有關有關人士的個人和賬戶資訊或紀錄(包括有關按揭宗數的資料), 藉此就有關人士或第三者(由有關人士就該第三者的責任提供擔保)現時所獲批的信貸安排審核以下事項:

- (i) 增加信貸額;
- (ii) 削減信貸, 包括取消信貸或調低信貸額; 或
- (iii) 與有關人士或第三者訂立債務安排計劃, 或實施與有關人士或第三者訂立的債務安排計劃。

本行在考慮任何貸款申請時, 可能已從信貸資料服務機構取得與有關人士有關的信貸報告。若有關人士擬取得該信貸報告, 本行會將有關信貸資料服務機構的聯絡詳情告知有關人士。

h) **在直接促銷中使用個人資料**

本行擬把有關人士個人資料用於直接促銷, 並將之提供予本行的聯營成員供其用於本條例所界的直接促銷。而本行為該用途須獲得有關人士同意(或若個人資料是提供予本行的聯營成員則須予書面同意)(包括表示不反對)。就此, 請注意:

- (i) 本行可能把本行不時持有的有關人士姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及統計數據用於直接促銷, 或將之提供予本行的聯營成員供其作此用途;
- (ii) 可由本行及/或聯營成員用作促銷下列類別的服務、產品及促銷標的(不論是由本行、聯營成員或第三方發行或提供):財務、投資、保險、信用卡、信託、銀行、信貸及相關服務及產品;
- (iii) 以上安排可能帶來本行及本行的聯營成員之間的收益/利益攤分安排。

以上安排可能帶來本行及本行的聯營成員之間的收益/利益攤分安排。如有關人士不希望本行如上述使用其資料或將其資料提供予本行的聯營成員作直接促銷用途, 有關人士可透過下文(n)段所提供的聯絡資料通知本行行使其選擇權拒絕促銷。

- i) 根據私隱條例中的條款及根據私隱條例核准和發出個人信貸資料實務守則, 任何個人均有權:
 - i) 審查本行是否持有他的資料及有權查閱有關資料;
 - ii) 要求本行改正任何有關他不準確的資料;
 - iii) 查悉有關本行對於資料的政策及實際運用及被告知有關之本行持有關於他的個人資料種類;
 - iv) 要求獲告知那些資料是通常會向信貸資料服務機構或追討欠款公司例行披露的, 以及獲提供進一步資料, 藉以向有關信貸資料服務機構或追討欠款公司提出查閱及改正資料要求; 及

- | | |
|--|--|
| <p>v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment, to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).</p> <p>j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.</p> <p>k) In the event any amount in an account is written-off due to a bankruptcy order being made against a Subject Party, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the Subject Party with evidence to the credit reference agency, whichever is earlier.</p> <p>l) Data of a Subject Party may be processed, kept, transferred or disclosed in and to any country as the Bank or a Recipient considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.</p> <p>m) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.</p> <p>n) The person who will handle requests for access to data or correction of data, or requests for information regarding policies and practices and kinds of data held, is:</p> <p style="margin-left: 20px;">Citi Client Enquiry & Investigation Centre
Citibank N.A., Hong Kong
30/F., Champion Tower
3 Garden Road, Central
Hong Kong</p> <p>o) The Bank reserves the right to change the Circular at any time by notifying the Subject Party of the existence of a new Circular.</p> <p>p) Customers should take suitable measures to protect their personal information when using electronic conferencing applications/channels. Login credentials should be properly safeguarded and cannot be shared with a third party. If a customer has any concerns on the identity of the callers/participants or becomes aware of any irregularities, the customer should leave the conferencing application/channel immediately and contact the Bank for assistance.</p> <p>q) Nothing in this Circular shall limit the rights of customers under the Ordinance.</p> <p>r) This Circular forms part of the account terms and conditions and/or agreement or arrangements that a Subject Party has or may enter into with the Bank. Please do not hesitate to contact your relationship manager at the Bank if you have any questions.</p> | <p>v) 在本行已向信貸資料服務機構提供任何賬戶資料的情況下(為免生疑問, 包括任何賬戶還款資料), 當透過全數還款而結束賬戶時, 指示本行要求信貸資料服務機構從其資料庫中刪去有關資料, 而指示是在賬戶結束後五年內發出且賬戶在戶口結束前5年內的任何時間未有超過60天的欠賬。賬戶還款資料包括上次到期的還款額、上次報告期間 (即緊接本行上次向信貸資料服務機構提供賬戶資料前不多於31日的期間)所作還款額、剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數、清還過期欠款的日期及全數清還拖欠為期超過 60 日的欠款的日期(如有))。</p> <p>j) 如賬戶出現任何拖欠還款情況, 除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇賬(因破產令導致撇賬除外), 否則賬戶還款資料(定義見以上(i)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。</p> <p>k) 如有關人士因被頒布破產令而導致任何賬戶金額被撇賬, 不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款, 該賬戶還款資料(定義見以上(i)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年, 或由有關人士提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。</p> <p>l) 有關人士的資料可在及可向本行或收取資料人士認為合適的國家處理、保存、傳達或披露。有關資料亦可根據該國的地方慣例和法律、規則和規則(包括任何政府行政措施和政令)處理、保存、傳達或披露。</p> <p>m) 根據私隱條例的規定, 本行有權就處理任何查閱資料的要求收取合理費用。</p> <p>n) 任何關於查閱或改正資料或索取關於資料政策及慣例或所持有的資料種類的要求由下列人士處理:</p> <p style="margin-left: 20px;">花旗客戶查詢及調查部門
花旗銀行香港分行
香港中環花園道 3 號
冠君大廈 30 樓</p> <p>o) 本行保留隨時修改本說明書的權利而只須通知有關人士新的說明書的存在。</p> <p>p) 客戶在使用電子會議應用程式/頻道時應採取適當的措施以保護其個人資料。客戶應妥善保護且不得與第三者分享其登入憑證。如客戶對來電者/參與人的身份有任何疑問或發現任何違規行為, 客戶應立即離開會議應用程式/頻道並與本行聯絡以尋求協助。</p> <p>q) 本說明書的內容並不限制客戶在私隱條例下的權利。</p> <p>r) 本說明書構成有關人士已經或可能與本行訂立的賬戶條款及/或協議或安排之一部分。倘若客戶有任何問題, 請與台端之客戶經理聯絡。請注意: 本中譯文僅供參考用。台端與花旗銀行之私人銀行業務關係將依本文件之英文版本辦理, 倘其間有任何不一致時, 將以英文文件之規定為準。</p> |
|--|--|