外匯到價買賣服務

本部份之條款適用於由本行提供之外匯到價買賣服務。

1. 指示

就提供外匯到價買賣服務而言及除非本行另有指示，客戶明白到本行及其董事、高級職員、僱員、僱工、代理人、經紀人及聯繫人均不准許以客戶代理人的身份操作客戶之戶口。

2. 預放盤

2.1 客戶確認及同意：

2.1.1 在不不受下列文注明段落之一般性原則下*，在本行完全及絕對判斷之下，認為根據當時市況，預放盤**貨幣（「行使權」）比對市場匯率（由本行不時報列）較高或較低，而其差額使本行執行該預放盤並不合理或不切實可行，則本行有權拒絕接納該預放盤；

2.1.2 雖然本行或其他機構顯示客戶發出的預放盤能行使價貨幣，但執行交易的價格有可能並非行使價而是下一個可成交貨幣，客戶特此確認並授權本行在無須再徵詢客戶的情況下以下一個可成交貨幣執行該等貨幣交易；

2.1.3 先放盤將會根據本行的慣例處理，並會按照超額行使價貨幣下一個可成交貨幣（須由本行其後予以確認）執行；

2.1.4 客戶將透過外匯到貨幣買賣服務發出的一切預放盤的最低金額為本行不時決定的金額及；

2.1.5 若預放盤能於本行不時自行決定之終止交收時間前被執行，該被執行所引伸之交易將於即日以支票及存入方式在客戶之戶口交收，若預放盤於本行不時自行決定之終止交收時間後被執行，該被執行的預放盤所引伸之交易將於下一個營業日正午前以支票及存入方式從客戶之戶口交收。

3. 費用

就外匯到價買賣服務而言，本行保留權利，在給予客戶有關各項費用**的收費率的事先書面通知的情況下，在本行認為適當時，隨時收取各項費用。

*預放盤**: 為免疑問，客戶茲明確確認並同意，本行可於任何時間基於當時的市場情況或任何其他原因，全權及絕對酌情權決定拒絕接受當日指示，而本行無須對此引致的任何損失、損害、成本、支出、任何性質及由任何原因引致之訴訟或索償，或其他結果負責。本行可不時全權及絕對酌情權裁斷、採納及/或修改關於發出及/或接納客戶要求的當日指示的程序。

**預放盤**: 指客戶不時向本行作出的指令，以使無須客戶進一步指示或無須預先通知客戶。(a) 依據本行可於絕對酌情權決定是否予以接納的指示，按客戶指明的期期期限執行，(b) 附有關情況符合該等指示當中訂明的條件時，採取關於外匯到貨幣買賣服務的指定行動，或(c) 以客戶預設的貨幣匯率，採取關於執行任何貨幣交易的指定行動。

**收費**: 客戶將按要求支付給本行的任何款項，包括本行就戶口、諮詢、執行及履行和結算任何交易和/或投資及提供服務，按本行全權酌情權不時通知確定的收費、費用(包括但不限於按全部經費用基準計算的法律費用、印刷費或費用)、成本和開支、利息、違約利息、稅項、佣金(包括但不限於經紀佣金、託管費、估值費、電子銀行服務費及本行不時規定的其他專業服務)、貴金屬費用和罰款(統稱「收費」)，而上述費用應為合理的數額及由本行合理收取的。客戶授權本行從客戶戶口中扣除上述收費和支付本行的任何款項。

本文之英文與中文版本如有任何歧義，一切應以英文為準。

渣打私人銀行(香港)有限公司細部部門
Foreign Exchange Order Watching Service

The provisions in this part apply to foreign exchange order watching service extended by the Bank.

1. Instructions

For the purposes of the provision of the foreign exchange order watching service and unless otherwise indicated by the Bank, the Client understands that the Bank and its directors, officers, employees, servants, agents, Brokers and correspondents are not permitted to act as the Client's agent to operate the Client's Account.

2. Standing Orders

2.1 The Client acknowledges and agrees that:

2.1.1 without limiting the generality of the paragraph in the footnote below, the Bank is entitled not to accept a Standing Order at a price (the "strike price") which is higher or lower than the market rate (as quoted by the Bank from time to time) by such difference as will, in the Bank's sole and absolute judgment, render it unreasonable or impracticable for the Bank to execute such Standing Order in the light of prevailing market conditions;

2.1.2 it is possible that although information from the Bank or elsewhere may indicate that the Client’s Standing Orders can be executed at the strike price, the price under which the transaction is executed may not be the strike price but the next available price and the Client hereby confirms and authorises the Bank to execute such currency transaction at the next available price without further reference to the Client;

2.1.3 any Standing Order to stop a loss will be handled in accordance with the Bank's normal practice, and will be executed at the next available price (as subsequently confirmed by the Bank) beyond the strike price;

2.1.4 all Standing Orders to be placed by the Client through the foreign exchange order watching service shall be of a minimum amount as determined by the Bank from time to time; and

2.1.5 if a Standing Order is being executed before the cut-off time as specified by the Bank from time to time, any transaction derived from the executed Standing Order will be settled on the same day by debiting and crediting to the Client's respective accounts. If a Standing Order is being executed after the cut-off time as specified by the Bank from time to time, a transaction derived from the executed Standing Order will be settled before noon on the next business day by debiting and crediting the Client's respective accounts.

3. Fees

In respect of foreign exchange order watching services, the Bank reserves the right to charge such Charges as it may see fit at any time on giving prior written notice to the Client stating the rate of the Charges.

* Standing Orders: For the avoidance of doubt, the Client hereby expressly acknowledges and agrees that the Bank may at any time, at its sole and absolute discretion, refuse to accept a Standing Order in the light of prevailing market conditions or any other grounds and the Bank shall not be liable for any loss, damage, costs, expenses, claims or proceedings of whatever nature and however arising or other consequence arising as a result thereof. The Bank may from time to time, at its sole and absolute discretion, prescribe, adopt and/or amend the procedures for the placement and/or acceptance of a request by the Client for a Standing Order.

^ "Standing Orders" means instructions given by the Client to the Bank from time to time without further instruction from or prior notification to the Client to (a) enter into a forward exchange contract with the Bank at a forward exchange rate specified by the Client in such instructions which is open for acceptance by the Bank at its absolute discretion, (b) take specified action relating to foreign exchange margin trading services when the conditions forming part of such instructions are satisfied, or (c) take specified action to execute any currency transaction at a certain currency exchange rate pre-set by the Client.

# Charges: The Client will pay or demand any sums owing to the Bank, including charges, fees (including, without limitation, legal fees on a full indemnity basis and stamp duties or fees), costs and expenses, interest, default interest, taxes, commission (including, without limitation, brokerage commission, custody fees, valuation fees, Electronic Banking Services fees and other professional services the Bank may from time to time prescribe), out-of-pocket expenses and penalties (collectively, "Charges") which are of reasonable amounts and were reasonably incurred by the Bank (whether directly or indirectly) payable to the Bank in respect of the Accounts, Facilities and the execution, performance and settlement of any, Transactions and/or investments and the provision of services, as notified and determined by the Bank in its sole discretion from time to time. The Client authorises the Bank to deduct such Charges and any amounts due to the Bank from any of the Client's accounts.

If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.