

Notice of Variation to Terms and Conditions following Implementation of Severe Weather Trading in Hong Kong Securities and Derivatives Market
實施香港證券及衍生產品市場於惡劣天氣下維持交易的更改條款及細則的通知

Dear Customers,
尊敬的客戶您好，

Please be informed that the Severe Weather Trading (“SWT”) arrangements to maintain normal operation of the securities and derivatives markets in Hong Kong during the day on which a typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an “extreme conditions” announcement is made by the Hong Kong Government (“**Severe Weather Condition**”) shall be implemented on 23 September 2024 (“**Effective Date**”). During Severe Weather Condition, the Bank shall adopt the following special arrangements for securities trading:-
請注意，為了於香港天文台發佈 8 號風球或以上或黑色暴雨警告，或香港政府發出「極端情況」公告（下稱「**惡劣天氣狀況**」）的情況下維持香港證券及衍生產品市場的正常運作，惡劣天氣交易（下稱「**惡劣天氣交易**」）安排將於 2024 年 9 月 23 日實施（下稱「**生效日期**」）。於惡劣天氣狀況期間，銀行應就證券交易採取以下特殊安排：

- (1) Trading and settlement of the Exchange-traded products, including equity securities, shall remain normal operation.
交易所買賣產品包括股本證券的交易和結算，應維持正常運作。
- (2) Trading of both Shanghai-Hong Kong and Shenzhen-Hong Kong Stock Connects, known as China Connects, shall remain normal operation.
滬港通及深港通的交易，亦被稱為中華通，應維持正常運作。
- (3) Trading of listed bonds, Over-the-Counter bonds, investment funds and structured products may be limited or refrained. Only sell orders initiated by the clients shall be permissible and all buy orders shall be restricted.
上市債券、場外債券、投資基金及結構性產品的交易可能被限制或阻止。僅允許客戶作出的賣盤指令，而所有買盤指令將會被限制。

The Bank shall endeavor to provide banking and payment services in support of the SWT arrangement, which shall continue to be subject to the Terms and Conditions of Banking Service (“**Banking T&C**”) and Terms and Conditions for Investment Services (“**Investment T&C**”) as may be supplemented and amended by the Bank from time to time. Please note that the following amendments to the Banking T&C and Investment T&C shall take effect from the Effective Date:-

銀行將致力提供銀行及支付服務以維持惡劣天氣下交易安排，而惡劣天氣下交易安排應繼續受限於銀行服務的條款及細則（下稱「**銀行服務條款及細則**」）及投資服務的條款及細則（下稱「**投資服務條款及細則**」）及銀行不時對其等作出的增補及修訂。請注意，以下對銀行服務條款及細則及投資服務條款及細則的修訂將於生效日期起生效：

Amendments to Banking T&C
銀行服務條款及細則的修訂

1. Clause 1.1 of Part I of the Banking T&C shall be amended to replace the definitions of “Business Day”, “items” and “PRC”, and add in the appropriate alphabetical order the new definition of “SWT Day”, reading in their entirety as follows:-
銀行服務條款及細則第一部份第 1.1 條應修訂以取替「營業日」、「項目」及「中國」的定義，並按照合適的字母順序添加「惡劣天氣交易日」的新定義，全文如下：

“**Business Day**”
「營業日」

means a day when banks are generally open for business in Hong Kong, but excluding public holidays, Saturdays, Sundays and any day on which typhoon signal No. 8 or above or a black rainstorm warning is hoisted or issued by the Hong Kong Observatory and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon, or an “extreme conditions” announcement is made by the Hong Kong Government and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon.
指香港銀行正常開門營業之日，但不包括公眾假期、星期六、星期日及任何在早上 9 時到中午 12 時之間香港天文台懸掛 8 號或以上風球或是發出黑色暴雨警報，且在中午 12 時或之前並未降低之日，或香港政府作出「極端情況」公告，及在早上 9 時到中午 12 時之間仍持續生效，且在中午 12 時或之前仍未取消之日。

“**items**”
「項目」

includes bills of exchange, drafts, cashiers’ orders and other monetary and negotiable instruments and cheques (unless specifically excluded hereunder).
指匯票、票據、銀行本票、其他金融及可流通票據及支票（除非本協議另行明確排除）。

“**PRC**”
「中國」

means the People’s Republic of China, for the purpose of these Terms and Conditions, excluding Hong Kong and the Macau Special Administrative Region of the People’s Republic of China.

指中華人民共和國，就本條款及細則而言，不包括中華人民共和國香港及澳門特別行政區。

“SWT Day”
「惡劣天氣交易日」

means any day during which trading, post-trade and listing arrangements in the Hong Kong’s securities and derivatives markets, including Stock Connect, derivatives holiday trading and after-hours trading, remain open and operational and excludes a Business Day.

指任何期間香港證券及衍生產品市場的任何交易，交易後及上市安排，包括港股通、衍生產品假日交易及收市後交易，均繼續開放及營運的任何一日，但不包括營業日。

2. The following clause shall be added immediately after Clause 1.1 of Part I of the Banking T&C and Clauses 1.2 to 1.9 of Part I of the Banking T&C shall be deemed to have been renumbered as Clauses 1.3 to 1.10 in accordance with their numerical order:-

下列條款應增添入緊接於銀行服務條款及細則第一部份的第 1.1 條後，且銀行服務條款及細則第一部份的第 1.2 條至第 1.9 條應視作按照順序重新編號為第 1.3 條至第 1.10 條：

“In these Terms and Conditions, except where the context otherwise requires:-

除非上下文另有規定，本條款及細則中：

a “day”, “month” or “year” shall be construed by reference to the Gregorian calendar;

「日」、「月」或「年」應參考公曆據以解釋；

“including” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);

「包括」應解釋為「包括但不限於」（及其同類表述應作類似解釋）；

“law” includes statute and other primary or secondary enactments, conventions, provisions, rules of common, civil or customary law, administrative enactments and treaties, having the force of law and “unlawful” shall be construed accordingly;

「法律」包括成文法及其他主要或次要的法例，公約，規定，普通法規定，民法或習慣法，行政法例及條約，「具法律效力」及「違法」應據此相應解釋；

a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

「人」包括任何個人，商號，公司，法團，政府，國家或國家機構或任何協會，信託，合資企業，財團，合夥或其他實體（不論是否具有獨立的法人資格）；

a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
「法規」包括任何政府、政府間或超國家組織，機構，部門或任何監管、自律或其他當局或組織的任何法規，規則，官方指示，要求或指示（不論是否具法律效力）；及

a “time of day” is a reference to Hong Kong time.

一天中的「時間」指香港時間。”

3. Clause 9.2 of Part I of the Banking T&C shall be replaced at its entirety as follows:-

銀行服務條款及細則第一部份第 9.2 條應全文被下列條文取替：

“Unless agreed by the Bank, the Customer shall not draw against uncleared items (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been actually received by the Bank. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of any non-payment of such items. All withdrawals or transactions shall only be made by the Customer against cleared and sufficient funds in the relevant Account.

除非獲銀行同意，否則客戶不應在其支付的未經結算項目（不論是向銀行支取或由其託收）中支款，直至銀行實際收到收益為止。銀行保留向客戶追討其因任何該等項目的欠付而蒙受的任何全數損失之權利。客戶只可在相關賬戶的經結算及充足的資金中支款或進行交易。”

4. Clause 1.3 of Part II of the Banking T&C shall be replaced at its entirety as follows:-

銀行服務條款及細則第二部份第 1.3 條應全文被下列條文取替：

“Any item (excluding cheques) deposited with the Bank on a Business Day for clearing:-

任何於營業日存入銀行以作結算的項目（支票除外）：

- (i) before the cut-off time prescribed by the Bank at its absolute discretion in respect of the relevant item (the “Cut-Off Time”) shall be deemed received for collection on the same Business Day and, where appropriate, be cleared and settled on the immediately succeeding Business Day, unless otherwise determined by the Bank; and
倘若於銀行按其絕對酌情權就有關項目規定的截數時間（下稱「截數時間」）前存入，應視作於該營業日入帳，及在適當的情況下，於緊接的下一個營業日清算及結算，除非銀行另行訂定；及

- (ii) after the Cut-Off Time shall be deemed received for collection on the immediately succeeding Business Day and, where appropriate, be cleared and settled on the Business Day following the Business Day upon which it is deemed collected, unless otherwise determined by the Bank.

倘若於截數時間後存入，應視作於緊接的下一個營業日始行入帳，及在適當的情況下，在該營業日緊接的下一個營業日清算及結算，除非銀行另行訂定。”

5. The following clauses shall be added to Part II of the Banking T&C as Clauses 1.4 and 1.5 thereof:-

下列條文應增添入銀行服務條款及細則第二部份作為其中第 1.4 及第 1.5 條：

- “1.4 Notwithstanding the provisions contained in these Terms and Conditions to the contrary, any cheque deposited with the Bank on a Business Day for clearing:-
儘管本條款及細則之相反規定，任何於營業日後存入銀行以作結算的支票：

- (i) before the cut-off time prescribed by the Bank at its absolute discretion in respect thereof (the “Cheque Cut-Off Time”) shall be deemed received for collection on the same Business Day and, where appropriate, be cleared and settled on the immediately succeeding Business Day or an SWT Day (as the case may be); and

倘若於銀行按其絕對酌情權就支票規定的截數時間（下稱「支票截數時間」）前存入，應視作於該營業日入帳，及在適當的情況下，於緊接的下一個營業日或惡劣天氣交易日（視屬何情況而定）清算及結算；及

- (ii) after the Cheque Cut-Off Time shall be deemed received for collection on the immediately succeeding Business Day and, where appropriate, be cleared and settled on a Business Day or an SWT Day (as the case may be) following the Business Day upon which it is deemed collected.

倘若於支票截數時間後存入，應視作於緊接的下一個營業日或惡劣天氣交易日（視屬何情況而定）始行入帳，及在適當的情況下，在該視為入帳的營業日緊接的下一個營業日或惡劣天氣交易日（視屬何情況而定）清算及結算，除非銀行另行訂定。

- 1.5 If any item deposited with the Bank for credit to any Account is returned unpaid or dishonoured, any sum credited into such Account and interest (if any) accrued thereon

shall be null and void. An amount equal to such sum and interest so credited shall be debited from the Account accordingly.

倘若任何存入銀行以入帳任何帳戶的項目因未支付或未兌現而被退回，則記入該帳戶的任何款項以及產生的利息（如有的話）應為無效，並應從該帳戶中相應扣除與記入的款項以及利息相等的金額。”

Amendment to Investment T&C

投資服務條款及細則的修訂

1. The following clause shall be added to Section I of the Investment T&C as Clause 23 thereof:-
下列條文應增添入投資服務條款及細則第一部份作為其中第 23 條：

“23. SWT DAY ARRANGEMENT

惡劣天氣交易日之安排

- 23.1 The Customer understands and acknowledges that the Bank’s office premises shall remain closed on an SWT Day. The Customer accepts and agrees to the Bank’s suggestion and encouragement to apply for online banking services in advance and transfer immediately available funds to the Settlement Account by way of the Clearing House Automated Transfer System (CHATS), Faster Payment System (FPS), electronic Direct Debit Authorisation (eDDA), bill payment services or such other electronic means and make any adjustment to the electronic fund transfer limits as may be necessary to enable the Customer to support the trading needs and settle any transactions due to be settled on an SWT Day (“Settlement Obligation”) in a timely manner without delay. Further, the Customer may be required to pre-fund and/or provide additional collateral in the Settlement Account or otherwise arrange immediately available funds to honour the Settlement Obligation in the manner as conclusively prescribed by the Bank. The Bank reserves the rights to perform any forced liquidation with respect to any portfolio(s) held in and under the Account should the Customer fail to meet the Settlement Obligation. The Customer further understands and acknowledges that the Bank may provide limited or refrained Investment Service to the Securities Account and direct the Customer to alternative order placing channels on an SWT Day. Should the Customer have any enquiry about the SWT Day arrangement under this Clause, the Customer may contact the Bank for further information in advance.

客戶理解並承認，銀行的辦公室應在惡劣天氣交易日保持關閉。客戶接受並同意銀行有關通過結算所自動轉賬系統（CHATS）、快速支付系統（FPS）、電子直接扣賬授權（eDDA）、賬單支付服務或其他電子方式將立即可用之資金轉入

交收帳戶的建議及鼓勵，並根據需要調整電子資金轉賬限額，以支持客戶的交易需求，並及時結算應在惡劣天氣交易日結算的任何交易（「**結算義務**」）。此外，客戶可能需要預先調動資金或提供額外的抵押品至交收帳戶，或以銀行按其絕對酌情權訂明的方式調動立即可用之資金以履行結算義務。銀行保留在客戶未能履行結算義務對帳戶項下的任何投資組合進行強制平倉的權利。客戶進一步理解並承認，銀行可能會對證券帳戶提供有限或受限的投資服務，並在惡劣天氣交易日指示客戶使用替代的發出交易指示的途徑。如客戶對本條款項下惡劣天氣交易日之安排有任何疑問，應提前與銀行聯絡以獲取更多信息。”

The abovementioned amendments shall be binding on you should you continue to maintain your account(s) with the Bank or use any of the banking services or investment services provided by the Bank on or after the Effective Date. If you do not accept the amendments, the Bank may not be able to continue to provide you with banking services or investment services. Should you have any enquiry, please contact your Relationship Manager as soon as possible.

倘若客戶於生效日期或之後繼續持有銀行帳戶或使用銀行提供的任何銀行服務或投資服務，上述修訂應對客戶具約束力。倘若客戶不接受上述修訂，銀行或可能無法繼續提供銀行服務或投資服務。如有任何查詢，請盡快與您的客戶關係經理聯絡。

Should there be any discrepancy between the Chinese and English versions of this Notice, the English version shall prevail.

倘若本通知的英文及中文版本有任何不一致，應以英文版本為準。

East West Bank, Hong Kong Branch
華美銀行香港分行

21st August 2024

2024年8月21日

(No signoff required for this letter)