

The Bank may provide Robo 360 Advisory Services through the Platform or such other means as determined by the Bank from time to time. By giving the Bank instructions in relation to the Robo 360 Advisory Services, I/we agree and will be deemed to have agreed to be bound by these Robo 360 Advisory Services Terms and acknowledge that I/we have read and understood the Risk Disclosure Statements set out in the Schedule hereto.

These Robo 360 Advisory Services Terms amend and are supplemental to, and are without prejudice to, the Existing Terms and constitute Specific Terms and Conditions as referred to in the General Terms and Conditions.

Without prejudice to the foregoing, the Terms and Conditions for One Account shall apply to the Robo 360 Advisory Services and all references in such provisions to "One Account" shall be taken to mean the "One Account" regarding the Robo 360 Advisory Services.

In the event of any inconsistency between these Robo 360 Advisory Services Terms and the Existing Terms, the provisions of these Robo 360 Advisory Services Terms shall prevail in respect of the Robo 360 Advisory Services.

1. Definitions and Interpretation

1.1 In these Robo 360 Advisory Services Terms, the following words and expressions shall have the following meanings:

"Applicable Regulations"	means any statute, law, regulation or order, or any rule, direction, guideline, policy, requirement, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, government agency, Relevant Exchange or professional body applicable from time to time, or market practices or customs, whether in Hong Kong, Mainland China, or other applicable jurisdictions;
"Event of Default"	means any one or more of the following events: <ol style="list-style-type: none"> failure to satisfy any obligation to the Bank or to any other financial institution or intermediary under the General Terms and Conditions or any Specific Terms and Conditions on my/our part; a bankruptcy, insolvency, reorganization, administration, arrangement, composition of debt, dissolution, liquidation or similar relief or winding-up petition, application, step or other similar process is presented or has been commenced under Applicable Regulations, or a resolution is passed to effect the same, in relation to me/us (or any individual of a joint account); a receiver, liquidator or trustee or other analogous officer is appointed to take or has taken possession over all or a material part of my/our assets; legal proceedings of any nature have been commenced against me/us; (where I am an individual) I die or become mentally incapacitated; where in the absolute opinion of the Bank the continued performance of any of the transactions, or the provision of the Robo 360 Advisory Services, becomes illegal or is claimed by any government authority to be illegal for either the Bank or me/us; an assignment or charge on or any dealing in respect of my/our rights and/or obligations under these Robo 360 Advisory Services Terms has been effected (except in favour of the Bank); the Bank reasonably determines in good faith that there has been a material adverse change in my/our circumstances, business, financial condition, legal status or capacity; or these Robo 360 Advisory Services are terminated for whatever reason;
"Existing Terms"	means the applicable existing terms of business, client account agreements and/or other relevant notices and disclosure between me/us and the Bank that govern the provision of Securities services by the Bank to me/us, whether written or unwritten, including the General Terms and Conditions and any Specific Terms and Conditions (including the Terms and Conditions for One Account);
"Mainland China"	means the People's Republic of China (excluding Hong Kong, Macau and Taiwan);
"Platform"	means the electronic platform through which the Bank provides the Robo 360 Advisory Services;
"Portfolios"	means portfolios of Securities and/or classes of Securities with pre-defined investment objectives, strategies and/or themes (as applicable), the composition and weighting of the Securities and/or classes of Securities being generated by algorithms or other mechanisms and methodologies as the Bank may determine from time to time, and include, in relation to portfolios of classes of Securities, available Securities comprising each class;
"Robo 360 Advisory Account"	means "One Account" that I/we open and maintain with the Bank which records my/our Securities transactions entered into and executed for me/us under the Robo 360 Advisory Services;
"Robo 360 Advisory Services"	means services provided by the Bank as described in Clause 2 of these Robo 360 Advisory Services Terms;
"Robo 360 Advisory Services Terms"	means these Robo 360 Advisory Services Supplemental Terms and Conditions, as may be amended, updated and/or supplemented from time to time;
"Rebalancing"	means rebalancing or adjustments of the composition and/or weighting of the Securities (or class of Securities, if applicable) within the Portfolios, which are generated by algorithms or other mechanisms and methodologies as the Bank may determine from time to time, in accordance with the pre-defined investment objectives, strategies and/or themes (as applicable) of the Portfolios; and "Rebalance/Rebalanced" will be construed accordingly;
"Rebalancing Alerts"	means the alerts which the Bank sends to me/us through the Platform or such other means as the Bank may determine from time to time, to inform me/us in respect of the Rebalancing and seek my/our instruction on the Rebalancing;
"Rebalancing Instruction"	means instructions given by me/us to the Bank to proceed with and execute the Rebalancing;
"Relevant Exchange"	means the relevant exchange at which the Securities comprising the Portfolio are listed and/or traded; and
"Selected Portfolio(s)"	means one or more Portfolios which is(are) filtered out and is(are) made available for my/our purchase on the Platform.

1.2 Clause headings are inserted for convenience only and shall be ignored in construing these Robo 360 Advisory Services Terms. Any reference to a Schedule is a reference to a schedule to these Robo 360 Advisory Services Terms.

1.3 Unless otherwise defined, terms defined in the Existing Terms have the same meaning in these Robo 360 Advisory Services Terms.

1.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing one gender includes any gender. Any reference in these Robo 360 Advisory Services Terms to a "person" includes an individual, a company, sole proprietorship, partnership, trust or body unincorporated.

1.5 Any reference in these Robo 360 Advisory Services Terms to "including" or "include" means including or includes without limitation.

2. Robo 360 Advisory Services and the Platform

2.1 The Bank may, in its sole and absolute discretion, make available services through the Platform which may include the provision of the Robo 360 Advisory Services.

2.2 Under the Robo 360 Advisory Services, the Bank may make available through the Platform or such other means as the Bank may determine the following services or such other services as the Bank may determine:

- providing a list of one or more Selected Portfolios for my/our viewing, as well as providing access to information on such Selected Portfolios;
- execution of trades in Securities comprising the Selected Portfolios based on my/our instructions;
- performing review in determining whether Rebalancing of the Selected Portfolios is required and the need to provide Rebalancing Alerts on Selected Portfolios; and
- providing Rebalancing Alerts in respect of the Selected Portfolios purchased by me/us; and
- execution of Rebalancing Instructions from me/us.

2.3 Each Portfolio provided by the Bank on the Platform comprises a basket of Securities or Securities class(es) (which covers listed or exchange traded Securities or such other Securities as the Bank may include in its sole and absolute discretion), whose composition and weighting in the Portfolio are computed by algorithms or other mechanisms and methodologies based on certain quantitative parameters to achieve the Portfolio's stated



investment objectives, strategies and/or themes (as applicable). I/We acknowledge that, depending on my/our financial situation, investment experience, investment objectives and other circumstances as the Bank considers appropriate, I/we may or may not be able to view and select all the Portfolios generated by the Bank, and I/we will only have access to those Selected Portfolio(s).

- 2.4 The Bank may, in its sole and absolute discretion, make available, for my/our selection and purchase on the Platform, Selected Portfolios, having regard to my/our financial situation, investment experience, investment objectives and other circumstances as the Bank considers appropriate. Unless otherwise agreed by the Bank, I/we understand that I/we will only be able to input investment instruction into the Platform in respect of the Selected Portfolios that are made available for my/our investment selection by the Bank. The inclusion of specific Securities in the Selected Portfolios does not represent that investment in those Securities in its isolation is suitable for me/us. Should I/we make any investment in isolated Securities comprised in the Selected Portfolios by any means outside of the Platform, whether through the Bank's Securities trading and investment services pursuant to the Existing Terms or otherwise, unless the Bank otherwise agrees, the Bank will not have any obligation or duty to assess or ensure that such investment is suitable for me/us and that it is my/our sole responsibility to assess and satisfy myself/ourselves that the investment is appropriate for me/us. **The Bank's Robo 360 Advisory Services are non-discretionary in nature and the Bank does not have the authority to make investment decisions for and on my/our behalf, and it is for me/us to make my/our investment decision in deciding whether or not to invest in any Selected Portfolio or any Securities under a Selected Portfolio.**
- 2.5 I/We understand that I/we can only place purchase instructions of Securities in the Selected Portfolios on the Platform based on the designated composition and weighting of Securities (or class of Securities, if applicable) of the Selected Portfolios. The Bank retains the sole and absolute right to accept or refuse any instructions if I/we make alterations to such composition and weighting.
- 2.6 In relation to each Selected Portfolio, after I/we choose the Selected Portfolio and (where applicable) the Securities within the Selected Portfolios and input my/our investment amount for a Selected Portfolio on the Platform, the Platform will compute, based on such investment amount inputted, the amount of Securities which can be bought under my/our Robo 360 Advisory Account. Unless otherwise specifically agreed by the Bank, my/our instruction to invest in a Selected Portfolio and (where applicable) the Securities within a Selected Portfolio shall constitute an instruction to buy each specific Security comprised in such Selected Portfolio and (where applicable) each Security I/we input on the Platform in such terms as displayed, and the Bank shall be so authorized to execute the instruction. Notwithstanding the foregoing, the Bank may refuse to accept any of my/our instructions upon such reasonable grounds as it deems fit and shall not be obliged to give reasons for such refusal. In particular, and without limitation to the foregoing, the Bank will not be obliged to accept any of my/our instructions if to do so may or would, in the Bank's reasonable opinion, result in any actual or potential non-compliance with any Applicable Regulations, notwithstanding that the instruction relates to a Selected Portfolio made available to me/us by the Bank.
- 2.7 Each Portfolio on the Platform will be reviewed regularly and on an ad hoc basis as appropriate as determined by the Bank from time to time, or upon the occurrence of certain events, to consider whether Rebalancing of the Portfolio is required. The purpose of any Rebalancing is to propose adjustment to the Securities (or class of Securities, if applicable) composition and/or weighting within each Portfolio (where necessary) in order to maintain the pre-defined investment objectives, strategies and/or themes (as applicable) of such Portfolio. Such Rebalancing, and the manner in which the Rebalancing mechanism operates, will be displayed on the Platform, and may include variation to the composition and/or weighting of Securities (or class of Securities, if applicable) comprising the Portfolio.
- 2.8 During such period that I am/we are holding the Securities comprising my/our Selected Portfolio which was purchased via the Platform, whenever there is a Rebalancing to such Selected Portfolio in accordance with Clause 2.7 above, the Bank will also send Rebalancing Alerts to notify me/us of such Rebalancing.

I/We agree that I/we will make my/our own decision as to whether to proceed with any Rebalancing in respect of my/our invested Selected Portfolio(s) after receiving such Rebalancing Alert. Unless otherwise specifically agreed by the Bank, any instruction that I/we place to Rebalance each Selected Portfolio shall constitute an instruction to buy and/or sell each specific Security so as to achieve the Rebalancing as stated in the latest Rebalancing Alert sent by the Bank. Notwithstanding the foregoing, the Bank may refuse to accept any of my/our instructions upon such reasonable grounds as it deems fit and shall not be obliged to give reasons for such refusal. In particular, and without limitation to the foregoing, the Bank will not be obliged to accept any of my/our Rebalancing Instructions if to do so may or would, in the Bank's reasonable opinion, result in any actual or potential non-compliance with any Applicable Regulations. For the avoidance of doubt, I/we understand that the Bank will not execute any Rebalancing in respect of any of my/our invested Selected Portfolio(s) without my/our Rebalancing Instruction.

I/We acknowledge the risks and consequences for not providing or any delay in providing my/our Rebalancing Instructions to the Bank. In particular, the Selected Portfolios are with pre-defined investment objectives, strategies and/or themes (as applicable) and the purpose of the Rebalancing is for maintaining such objectives, strategies and/or themes (as applicable), which form the basis on which the Selected Portfolios are made available to me/us. If I/we do not give Rebalancing Instructions to the Bank or there is any delay in providing such Rebalancing Instructions, the Selected Portfolios may become no longer suitable for me/us and I/we shall take into consideration such implications and make my/our own risk assessment and seek professional advice, where necessary.

- 2.9 I/We may at any time dispose of some or all of the Securities comprising a Selected Portfolio I/we have invested in on the Platform by giving instruction to the Bank. In case of partial disposal, unless otherwise agreed by the Bank, I/we understand that the Bank will only accept disposal instruction which relates to a specific percentage of all the Securities comprising of such Selected Portfolio, so that the relative weighting of Securities (or class of Securities, if applicable) comprising such Selected Portfolio before and after the disposal remains substantially the same. My/Our instruction to dispose of the whole or part of such Selected Portfolio shall constitute an instruction to sell the relevant Securities thereunder. Notwithstanding the foregoing, the Bank may refuse to accept any of my/our instruction upon such reasonable grounds as it deems fit and shall not be obliged to give reasons for such refusal. In particular, and without limitation to the foregoing, the Bank will not be obliged to accept any of my/our instruction if to do so may or would, in the Bank's reasonable opinion, result in any actual or potential non-compliance with any Applicable Regulations. **After I/we dispose of all of the Securities comprising a Selected Portfolio, the Bank will not, and shall be released from any obligation to, provide further Rebalancing Alerts to me/us in respect of such Selected Portfolio.**
- 2.10 By reason of physical restraints, possible rapid changes of Securities prices and the market conditions, I/we acknowledge that:
- (a) where an instruction is by reference to a quantity of Securities comprising the Selected Portfolio, the quantity of Securities actually executed by the Bank may be different from that indicated in such instruction; and
 - (b) where an instruction is by reference to an investment amount, the investment amount actually executed by the Bank may be different from that indicated in such instructions.
- I/We agree to be bound by such execution notwithstanding my/our instruction placed under Clauses 2.6, 2.8 and/or 2.9.
- 2.11 If, in relation to any instruction to execute Securities placed pursuant to Clauses 2.6, 2.8 and/or 2.9 above, the Bank fails to execute such instruction within the current trade session or, if the Relevant Exchange to which the relevant instructions relate is not open, the next immediate trade session of such Relevant Exchange for any of the following reasons:
- (a) suspension of trading of any of the Securities on the Relevant Exchange for any reasons whatsoever;
 - (b) drastic movements in the prices of any Securities or in prices of securities on the Relevant Exchange generally;
 - (c) any other market conditions (such as low market liquidity) which are beyond the control of the Bank;
 - (d) any temporary suspension of the Robo 360 Advisory Services on the Platform due to system downtime or other interruption to the Bank's system; and
 - (e) delay or rejection of the subscription/redemption order by relevant counterparties or product issuers; and/or
 - (f) such other reasons or events that may affect the ability of the Bank to execute instructions as set out in the Existing Terms or as determined by the Bank from time to time.

the Bank may without further notice to me/us cancel or re-submit all or any portion of the unexecuted instruction for such Selected Portfolio. **In such circumstances, I/we acknowledge that I/we may have a partially executed Selected Portfolio which may not achieve the pre-defined investment objectives, strategies and/or themes (as applicable) set for such Selected Portfolio, and that such partially executed Selected Portfolio may become no longer suitable for me/us.** I/We may give further instructions to the Bank to execute other buy or sell instructions at my/our own costs or unwind any partial execution (as the case may be).

- 2.12 All instructions, alerts or notifications referred to above are transmitted by electronic means through the Platform or such other means as the Bank may determine.

3. Instructions

- 3.1 The Bank shall execute the instructions in Clauses 2.6, 2.8 and/or 2.9 above in accordance with the Terms and Conditions for One Account, unless

otherwise provided in these Robo 360 Advisory Services Terms or unless the context otherwise requires.

- 3.2 I/We shall have sufficient cleared funds in my/our Robo 360 Advisory Account on or before the day on which the Bank processes my/our instructions (whether on an ad hoc or monthly basis). In case of failure, the Bank shall have the right but not the obligation to stop or cancel any further instruction from me/us on the Platform without further notice to me/us and the Bank shall not be liable for any losses or other consequences arising therefrom.

4. Miscellaneous

I/We agree and acknowledge as follows:

- 4.1 By investing in Securities comprising the Selected Portfolio, I/we confirm that any information I/we provide to the Bank, including information on my/our financial situation, investment experience and investment objectives and other information provided in my/our Investor Risk Analysis form, is complete, accurate and up-to-date. When the Bank assesses the suitability of a Portfolio for me/us, the Bank will rely on my/our confirmation and information I/we provide.
- 4.2 Before investing in Securities comprising the Selected Portfolio,
- (a) I/we will make my/our own investigation, appraisal and assessment of each and every Selected Portfolio and the Securities comprising the Selected Portfolio, and all decisions with respect to investing in, holding or disposing of the Securities comprising the Selected Portfolio are my/our own;
 - (b) I/we have, where applicable, read and understood the material terms and conditions in respect of investing in the Securities comprising the Selected Portfolio, and have sufficiently informed myself/ourselves and know the risks inherent in investing in the Selected Portfolio and the Securities comprising the Selected Portfolio (which may result in a partial or total loss of my/our investment);
 - (c) I/we agree and acknowledge that I/we will carefully consider whether investing in the Securities comprising the Selected Portfolio is appropriate for me/us in view of my/our risk appetite, investment experience, knowledge, objectives, financial resources and circumstances, and make other investigations as I/we consider necessary. I/We will also make my/our own risk assessment and seek professional advice, where necessary; and
 - (d) I/we understand that: (i) any information, news or reports ("Documents") pertaining to the Selected Portfolio and the Securities comprising the Selected Portfolio have not been prepared by the Bank; (ii) the information contained in the Documents does not constitute investment advice or recommendations by the Bank; and (iii) the Documents have not taken into account the specific objectives, financial situation, needs or other circumstances of any particular person who may receive them.
- 4.3 Save for providing Rebalancing Alerts pursuant to these Robo 360 Advisory Services Terms, the Bank does not have an ongoing responsibility to ensure that a Selected Portfolio remains suitable for me/us. I/We understand and agree that I/we shall monitor the Portfolios invested by me/us, and seek professional advice as I/we consider appropriate. I/We understand that upon receiving the Rebalancing Alerts, I/we shall read carefully and make my/our own decision as to whether and when to give Rebalancing Instructions to the Bank, and seek professional advice as I/we consider appropriate. I/We acknowledge and agree that the Bank shall not be responsible for any losses that result or arise therefrom, including those relating to my/our failure, refusal or delay in taking actions regarding the Rebalancing Alerts or such other notifications given by the Bank.
- 4.4 Notwithstanding any provisions to the contrary, the Bank may refuse to accept any of my/our instructions upon such reasonable grounds as it deems fit and shall not be obliged to give reasons for such refusal. In particular, and without limitation to the foregoing, the Bank will not be obliged to accept any of my/our instructions if to do so may or would, in the Bank's reasonable opinion, result in any actual or potential non-compliance with any Applicable Regulations.
- 4.5 If circumstances relating to me/us, the Selected Portfolio and the Securities comprising the Selected Portfolio, the Securities' issuer or general market conditions change, my/our invested Selected Portfolio and the Securities comprising such Selected Portfolio may no longer be suitable for me/us.
- 4.6 If my/our holding of Securities comprising the Selected Portfolio may result in any actual or potential non-compliance with any Applicable Regulations, subject to Applicable Regulations, the Bank may sell any of my/our Securities, which will result in the Selected Portfolio no longer achieving the pre-defined investment objectives, strategies and/or themes (as applicable) of such Selected Portfolio. In such a case, the Selected Portfolio may no longer be suitable for me/us.

5. Fees and Charges

- 5.1 The Bank will charge a fixed annualised fee which is determined by a fixed percentage of the value of the Securities under the Robo 360 Advisory Account, subject to such minimum fee (if any) and changes as stipulated by the Bank in its schedule of charges from time to time. The fees will be charged and deducted from my/our Robo 360 Advisory Account in Hong Kong dollars, and any currency conversion in determining the fees will be based on the prevailing exchange rate as determined by the Bank from time to time. Unless the Bank agrees otherwise, the above fees shall be paid on a monthly basis on each month end (and if the month end falls on a Sunday or public holiday in Hong Kong, the fees shall be paid on the immediately preceding business day in Hong Kong (which includes Saturdays)). In case the Robo 360 Advisory Services are terminated before such date, the fees will be calculated on a pro-rata basis and charged immediately, and I/we shall settle the outstanding fees before closure of my/our Robo 360 Advisory Account. I/We undertake that I/we maintain sufficient cash in my/our Robo 360 Advisory Account to settle the fees in such amount and by such date hereunder.
- 5.2 The Bank will also impose fees and charges as determined by the Bank in respect of any instructions from me/us to transfer Securities from my/our Robo 360 Advisory Account to my/our other accounts or sub-accounts with the Bank (upon termination of these Robo 360 Advisory Services or otherwise), if so permitted by the Bank.
- 5.3 The Bank's schedule of charges will be provided to me/us upon request. The Bank may revise such fees and charges at its discretion upon prior notice to me/us. I/We agree that I am/we are deemed to have acknowledged and accepted such fees and charge upon usage of the Robo 360 Advisory Services under these Robo 360 Advisory Services Terms.

6. Termination

- 6.1 I/We may request to the Bank to terminate the Robo 360 Advisory Services and close the Robo 360 Advisory Account by giving written notice to the Bank or providing to the Bank such form as prescribed by the Bank. The Bank may terminate the Robo 360 Advisory Services and/or close the Robo 360 Advisory Account by giving reasonable notice to me/us in accordance with Applicable Regulations.
- 6.2 The Bank may but is not obliged to terminate or close the Robo 360 Advisory Account upon termination of the Robo 360 Advisory Services. Upon termination of the Robo 360 Advisory Services, the Bank may retain all Securities and/or cash in my/our Robo 360 Advisory Account or transfer such Securities and cash to my/our One Account. The Robo 360 Advisory Account will only be closed after all the Securities held in that Robo 360 Advisory Account are disposed of.
- 6.3 Notwithstanding the foregoing and without prejudice to any other right of the Bank hereunder or otherwise at law, upon the occurrence of an Event of Default, the Bank may (but is not obliged to) immediately or at any time thereafter do any one or more of the following:
- (a) suspend or freeze (indefinitely or otherwise) or terminate the Robo 360 Advisory Services and the Robo 360 Advisory Account (with or without notice), and accelerate any and all of my/our liabilities to the Bank so that they shall become immediately due and payable;
 - (b) terminate all outstanding transactions (including any transaction which has yet to be settled on the day on which the Bank terminates such transaction);
 - (c) cover positions by trading or entering into further transactions on behalf of me/us;
 - (d) take such other reasonable action to protect the Bank's position;
 - (e) exercise any other power or right which the Bank may have under the Existing Terms, the Applicable Regulations, the rules of any Relevant Exchange or otherwise;
 - (f) apply any amounts of whatsoever nature standing to my/our credit against any amounts which I/we owe to the Bank (of whatsoever nature and howsoever arising, including any amounts due and unpaid under any transaction and any contingent amounts), or generally to exercise the Bank's right of set-off against me/us; and/or
 - (g) after any amounts standing to my/our credit are applied against any amounts which I/we owe to the Bank or generally after the exercise of the Bank's right of set-off against me/us, demand any shortfall from me/us, hold any excess pending full settlement of any of my/our obligations, or pay any excess to me/us by way of cheques to my/our last known address.
- The Bank shall notify me/us as soon as practicable after any decision is made in relation to (a) to (g) above.

- 6.4 Clause 6.3 shall be without prejudice to my/our rights and obligations in retaining any one or more services of the Bank which shall continue to be

governed by the relevant Specific Terms and Conditions and the provisions of any mandate(s) pertaining thereto.

- 6.5 Nothing herein shall require the Bank to provide or continue to provide any other services of the Bank to me/us. Termination of the General Terms and Conditions will automatically terminate all Specific Terms and Conditions, but termination of any Specific Terms and Conditions will not terminate the General Terms and Conditions or any other Specific Terms and Conditions.

SCHEDULE: RISK DISCLOSURE STATEMENTS

I/We acknowledge and agree that:

- (a) the Bank has advised me/us to read this Schedule, which sets out additional risks to those contained in the General Risk Disclosure Statement and Disclaimer in the Terms and Conditions for One Account. This Schedule forms an integral part of these Robo 360 Advisory Services Terms;
- (b) the Bank has provided this Schedule to me/us and I/we have read and fully understand the same;
- (c) the Bank has recommended me/us to obtain independent legal advice before entering into these Robo 360 Advisory Services Terms with the Bank;
- (d) this Schedule does not purport to disclose or discuss all of the general risks and other significant aspects of any transaction. I/We should therefore consult my/our own independent legal, tax and financial advisers prior to entering into any particular transaction. It is important for me/us to determine whether any transaction is suitable to me/us and I/we should be aware that this is my/our responsibility; and
- (e) additional risk disclosures and factors in relation to the Robo 360 Advisory Services and any transactions thereunder may be set out on the Platform. I/We should carefully read, understand and consider all such risk disclosures and factors before making any investment under these Robo 360 Advisory Services Terms.

Section A: Risk Disclosure Statements relating to the Robo 360 Advisory Services

1. Investment Risks

There can be no guarantee that the Selected Portfolio will produce the desired pre-defined investment objectives, strategies and/or themes (as applicable) or results. In addition, there is no guarantee that a strategy based on historical information will produce the desired pre-defined investment objectives, strategies and/or themes (as applicable) or results in the future, and if market dynamics change, the effectiveness of the strategy may be limited.

2. Market Risks

The price of Securities may move up or down, or Securities may become valueless due to adverse market conditions, suspension of stocks from trading, termination of funds, etc. The Securities in which a Selected Portfolio seeks investment exposure can perform differently from each other at any given time (as well as over the long term). Any fluctuations in value of one or more Securities comprising the Selected Portfolio could affect the overall value of the Selected Portfolio. In the worst-case scenario, the Securities comprising the Selected Portfolio could become valueless. This will also affect the ability of the Selected Portfolio to meet the desired pre-defined investment objectives, strategies and/or themes (as applicable) or results, and the Selected Portfolio may become no longer suitable for me/us.

3. Rebalancing Risks

In order to achieve the pre-defined investment objectives, strategies and/or themes (as applicable) of a Selected Portfolio, the Selected Portfolio will be subject to review, and if necessary, Rebalancing or adjustments of the composition and/or weighting of the Securities or asset classes. Whilst the Bank may provide Rebalancing Alerts as it may determine appropriate after its review or upon occurrence of specific events, the Bank will not execute any Rebalancing Instruction automatically. If I/we do not provide Rebalancing Instructions to the Bank or there is any delay in providing such Rebalancing Instructions, the Selected Portfolio may become no longer suitable for me/us and I/we shall bear such consequences. When I/we receive Rebalancing Alerts, I/we shall take into consideration such implications and make my/our own risk assessment, seek professional advice where necessary and make my/our own decision. Also, I/we shall inform the Bank promptly if there are any changes to my/our information provided to the Bank (including the information provided in my/our Investor Risk Analysis forms), and I/we agree that the Bank shall not be liable or responsible for any losses that result or arise from my/our failure or delay in providing correct, accurate or up-to-date information.

When the Bank processes my/our Rebalancing Instruction, whilst the intention is to keep the market value of the Selected Portfolio unchanged by having estimated proceeds from selling and buying Securities largely the same, the actual execution can deviate from the intention. This can result in an increase or decrease of market value of the Selected Portfolio. Where the actual sales proceeds are insufficient to fund the purchase of Securities, additional funding will be required from me/us. If I/we fail to provide additional funding, some or all of the Securities may not be purchased.

The purchase of Securities will take place as soon as possible after the sale of Securities has been processed. It may be possible that market conditions have changed when the purchase of Securities takes place.

4. Partial Execution Risks

Due to market conditions, suspension of trades, drastic movements of prices, temporary suspension of Robo 360 Advisory Services, etc., it may be possible that the Bank cannot fully execute an instruction to purchase or sell all the Securities comprising a Selected Portfolio. In such a case, I/we may only have a partially executed Selected Portfolio which may not achieve the pre-defined investment objectives, strategies and/or themes (as applicable) set for such Selected Portfolio, and my/our holding of Securities comprising the partially executed Selected Portfolio may not be suitable for me/us. I/We shall take into consideration such implications and make my/our own risk assessment and seek professional advice, where necessary.

5. Termination/Suspension of Robo 360 Advisory Services

The Bank has the sole and absolute discretion to terminate or suspend the Robo 360 Advisory Services. If the Robo 360 Advisory Services are terminated or suspended, upon termination or during the period of suspension, the Bank will not be obliged to provide any Robo 360 Advisory Services (including the provision of any Selected Portfolio on the Platform, provision of any Rebalancing Alerts, and receiving, processing or executing any instructions in relation to any Selected Portfolio). Also, after I/we dispose of the entire Selected Portfolio, the Bank will not, and shall be released from any obligation to, provide further Rebalancing Alert to me/us in respect of such Selected Portfolio. I/We understand and agree with the risks and consequences that arise therefrom, including that the Selected Portfolios may no longer be suitable for me/us and may not achieve or maintain the pre-defined investment objectives, strategies and/or themes (as applicable) of such Selected Portfolio.

6. Regulatory Risks

If my/our holding of Securities comprising the Selected Portfolio may result in any actual or potential non-compliance with any Applicable Regulations, subject to Applicable Regulations, the Bank may sell any of my/our Securities, which will result in the Selected Portfolio no longer achieving the pre-defined investment objectives, strategies and/or themes (as applicable) of such Selected Portfolio. In such a case, the Selected Portfolio may no longer be suitable for me/us.

7. Investment Strategy Risks

I/We understand that the investment strategy risk of the Selected Portfolio generated by the Platform may vary according to my/our risk profile. The more aggressive my/our risk profile is, the more likely the Selected Portfolio will contain larger weights in riskier Securities or classes of Securities.

8. Diversification Risks

Depending on market conditions, there may be times where diversified Portfolios perform worse than less diversified Portfolios.

9. Performance Risks and Limitation of Historical Data

I/We acknowledge and agree that the information provided on the Platform may include performance data and statistics, which are derived based on historical data and methodologies which are formulated based on various assumptions. I/We understand that there are limitations on such performance information displayed on the Platform (including that past performance is not an indicator of future performance, and there could be deviations from the actual performance results). The Bank does not provide any assurance or guarantee on the performance of any Securities or Portfolios.

10. Model Risks

Portfolios construction and rebalancing are generated by a model-driven process according to the portfolio construction and methodologies set out by the Bank. The model is algorithm- and rule-based instead of attempting to recommend position taking with respect to the direction of markets. The performance of the Selected Portfolio is highly dependent on the performance of the individual underlying Securities. There is no assurance that the portfolio construction and methodologies will be successful and that the investment objectives, strategies and or themes of the Portfolio will be achieved.

銀行可通過平台或銀行不時決定的其他方式提供智投 360 顧問服務。當向銀行發出與智投 360 顧問服務相關的指令時，本人/吾等同意並將被視為同意受本智投 360 顧問服務條款約束，並確認本人/吾等已經閱讀並理解本智投 360 顧問服務條款附表所列之風險披露聲明。

本智投 360 顧問服務條款是對現有條款的修訂及補充，不影響現有條款，並且構成一般條款中所指的特別條款。

在不影響前述規定的情況下，1戶通條款適用於智投 360 顧問服務，且該等條款中凡提及「1戶通」之處應視為是指與智投 360 顧問服務相關之「1戶通」。

若本智投 360 顧問服務條款與現有條款有任何不一致，在與智投 360 顧問服務有關的情況下，應以本智投 360 顧問服務條款的規定為準。

1. 定義及釋義

1.1 在本智投 360 顧問服務條款中，下列詞語及詞句具有下列涵義：

「適用規定」	指不時適用之任何法律、法規、規定、法令或任何監管機構、政府機構、相關交易所或專業機構發佈之任何（不論是否具有法律效力之）規則、指示、指引、政策、要求、守則、通知或限制，或者市場慣例或習俗，不論是香港的、中國內地的，或是其他適用司法管轄區的；
「違約情況」	指任何一種或多種下列情況： (a) 未能履行本人/吾等在一般條款或任何特別條款下對銀行或對任何其他金融機構或中介人所負之責任； (b) 根據適用規定針對本人/吾等（或聯名賬戶之任何個人）提交或已啟動破產、資不抵債、重組、破產管理、償債安排、債務和解、解散、清算或類似救濟或清盤呈請、申請、手續或其他類似之法律程序文件，或使之生效的決議已獲通過； (c) 破產管理人、清盤人或受託人或其他具類似身份之人員已獲委派處理或已處理本人/吾等所有或極大部份之資產； (d) 已針對本人/吾等啟動任何性質的法律程序； (e) （若本人為個人）本人死亡或喪失精神上的行為能力； (f) 銀行確信，繼續履行任何交易或提供智投 360 顧問服務對銀行或本人/吾等而言將成為非法的或被任何政府機構認定為非法的； (g) 就本人/吾等在本智投 360 顧問服務條款下之權利及/或責任所作之轉讓或押記或任何交易（以銀行為受惠人則除外）已完成及生效； (h) 銀行真誠合理地決定本人/吾等之狀況、業務、財政狀況、法律狀況或身份出現重大不利改變；或 (i) 智投 360 顧問服務因任何理由被終止；
「現有條款」	指適用於本人/吾等與銀行之間規管銀行向本人/吾等提供證券服務之現有業務條款、客戶戶口協定及/或其他相關通知和披露，無論書面還是非書面，包括一般條款和任何特別條款（包括 1 戶通條款）；
「中國內地」	指中華人民共和國（除香港特別行政區、澳門特別行政區和台灣地區外）；
「平台」	指銀行通過其提供智投 360 顧問服務之電子平台；
「投資組合」	指具有預定之投資目標、策略及/或主題（適用者）的證券及/或證券類別的投資組合，證券及/或證券類別之組成及權重是通過算法或銀行不時決定的其他機制和方法得出，就證券類別之投資組合而言，包括每一類別所包含的可得證券；
「智投 360 顧問賬戶」	指本人/吾等於銀行開立並維持之「1 戶通」，用於記錄智投 360 顧問服務下為本人/吾等訂立並執行之證券交易；
「智投 360 顧問服務」	指本智投 360 顧問服務條款第 2 條所述由銀行提供之服務；
「智投 360 顧問服務條款」	指可能會不時修訂、更新及/或補充的本智投 360 顧問服務補充條款；
「調倉」	指根據投資組合之預定投資目標、策略及/或主題（適用者），對通過算法或銀行不時決定的其他機制和方法得出的投資組合中證券（或證券類別，如適用）之組成及/或權重進行的調倉或調節；「調倉」用作動詞時應作相應理解；
「調倉警示」	指銀行通過平台或銀行不時決定的其他方式向本人/吾等發送之警示，告知本人/吾等需進行調倉，並尋求本人/吾等就調倉作出指示；
「調倉指示」	指本人/吾等向銀行作出的關於進行調倉的指示；
「相關交易所」	指投資組合所包含之證券上市及/或交易所在的有關交易所；及
「選定投資組合」	指篩選得出並供本人/吾等在平台上購買的一個或多個投資組合。

1.2 條款的標題僅為方便閱讀而加設，於解釋本智投 360 顧問服務條款時毋須理會。凡提及「附表」之處，均指本智投 360 顧問服務條款之附表。

1.3 除非上下文另有規定或說明，現有條款中定義的術語在本智投 360 顧問服務條款中使用時具有相同的意義。

1.4 除非文意另有所指，單數詞語包括複數詞語，反之亦然。某一性別的詞語包括任何性別。在本智投 360 顧問服務條款中，「人士」包括個人、公司、獨資企業、合資企業、信託或不具法團地位的團體。

1.5 在本智投 360 顧問服務條款中，「包括」指包括（但不限於）。

2. 智投 360 顧問服務及平台

2.1 銀行可自行全權酌情通過平台提供服務，包括提供智投 360 顧問服務。

2.2 在智投 360 顧問服務下，銀行可通過平台或其決定的其他方式提供下列服務或銀行決定的其他服務：

- 提供一個或多個選定投資組合的列表供本人/吾等查閱，並提供該等選定投資組合的相關資料；
- 根據本人/吾等作出的指示對選定投資組合包含的證券執行交易；
- 就確定是否需要對選定投資組合進行調倉及是否需要就選定投資組合提供調倉警示作出審查；
- 就本人/吾等購買的選定投資組合提供調倉警示；及
- 執行本人/吾等作出的調倉指示。

2.3 銀行在平台上提供的每一投資組合包含一籃子證券或證券類別（包括上市或在交易所買賣的證券或銀行自行全權酌情納入其中的其他證券），投資組合中證券組成及權重是通過算法或其他機制和方法基於某些定量參數計算得出的，以實現投資組合之訂明投資目標、策略及/或主題（適用者）。本人/吾等承認，根據本人/吾等之財務狀況、投資經驗、投資目標及銀行認為適當的其他情況，本人/吾等或能或不能查看及選擇銀行提供的所有投資組合，且本人/吾等僅可獲得選定投資組合。

2.4 銀行可自行全權酌情根據本人/吾等之財務狀況、投資經驗、投資目標及銀行認為適當的其他情況，提供選定投資組合供本人/吾等在平台上選擇及購買。本人/吾等理解，除非銀行另行同意，否則，本人/吾等僅能就銀行為本人/吾等投資選擇而提供之選定投資組合向平台輸入投資指示。將特定證券納入選定投資組合中並不表示單獨投資於該等證券適合本人/吾等。若本人/吾等在平台之外通過任何方式對選定投資組合中包含之證券單獨進行任何投資，無論是根據現有條款通過銀行之證券交易和投資服務，還是其他方式，除非銀行另行同意，否則，銀行沒有義務或責

任評估或確保該等投資適合本人/吾等，而本人/吾等須負全部責任評估並確信該等投資適合本人/吾等。銀行之智投 360 顧問服務是非全權委托性質的，銀行無權為本人/吾等及代表本人/吾等作出投資決定，本人/吾等應自行作出是否投資於任何選定投資組合或選定投資組合下任何證券之投資決定。

- 2.5 本人/吾等理解，本人/吾等僅能根據選定投資組合中證券（或證券類別，如適用）之指定組成及權重，在平台上就選定投資組合中證券作出購買指示。若本人/吾等更改了該等組成及權重，銀行保留自行全權決定接受或拒絕任何指示之權利。
- 2.6 針對每一選定投資組合，在本人/吾等選擇選定投資組合及（如適用）選定投資組合中的證券並在平台上輸入本人/吾等對選定投資組合之投資金額後，平台將根據輸入之投資金額計算在本人/吾等之智投 360 顧問賬戶下可購買之證券數額。除非銀行另行明確同意，否則，本人/吾等關於投資於選定投資組合及（如適用）選定投資組合中證券之指示應構成按所列出之條款購買該等選定投資組合中包含的每一特定證券及（如適用）本人/吾等在平台上輸入的每一證券之指示，且銀行應獲授權執行該等指示。儘管有前述的規定，銀行可基於其認為合適的合理原因而拒絕接受本人/吾等之任何指示而毋須就此給予任何理由。特別是，在不限制前述條款的前提下，若銀行合理認為接受本人/吾等之任何指示可能或會導致任何實際或潛在的不遵守任何適用規定之情形，則銀行將無義務接受該等指示，即使該等指示與銀行向本人/吾等提供之選定投資組合有關亦如此。
- 2.7 平台上的每一投資組合將定期審查，並按銀行不時決定進行適當的突發審查，或在發生特定情況時進行突發審查，以考慮是否需要對投資組合進行調倉。任何調倉之目的是建議（如有必要）對每一投資組合中證券（或證券類別，如適用）之組成及/或權重加以調節，以維持該等投資組合之預定投資目標、策略及/或主題（適用者）。該等調倉以及調倉機制的運作方式將在平台上列出，可包括對投資組合所包含證券（或證券類別，如適用）之組成及/或權重加以改變。
- 2.8 在本人/吾等持有通過平台購買的本人/吾等選定投資組合包含之證券期間，每當根據上述第 2.7 條對該等選定投資組合進行調倉時，銀行亦將發送調倉警示，將該等調倉通知本人/吾等。

本人/吾等同意，在收到該等調倉警示後，本人/吾等將自行就是否對本人/吾等所投資之選定投資組合進行任何調倉作出決定。除非銀行另行明確同意，否則，本人/吾等作出的調倉每一選定投資組合之任何指示，應構成按銀行發出的最近一項調倉警示中所述，為實現調倉而購買及/或出售每一特定證券之指示。儘管有前述的規定，銀行可基於其認為合適的合理原因而拒絕接受本人/吾等之任何指示而毋須就此給予任何理由。特別是，在不限制前述條款的前提下，若銀行合理認為接受本人/吾等之任何調倉指示可能或會導致任何實際或潛在的不遵守任何適用規定之情形，則銀行將無義務接受該等調倉指示。為免產生疑問，本人/吾等理解，若無本人/吾等之調倉指示，銀行不會就本人/吾等所投資之選定投資組合進行任何調倉。

本人/吾等承認不向銀行提供或延遲向銀行提供本人/吾等調倉指示之風險及後果。特別是，選定投資組合具有預定之投資目標、策略及/或主題（適用者），調倉旨在維持該等目標、策略及/或主題（適用者），而選定投資組合是基於該等目標、策略及/或主題（適用者）向本人/吾等提供的。若本人/吾等不向銀行提供該等調倉指示或延遲向銀行提供該等調倉指示，則選定投資組合可能不再適合本人/吾等，本人/吾等應考慮其影響，並自行作出風險評估，在必要時尋求專業諮詢意見。

- 2.9 本人/吾等可隨時通過向銀行作出指示，處置本人/吾等在平台上所投資之選定投資組合包含的部份或全部證券。在部份處置的情況下，本人/吾等理解，除非銀行另行同意，否則，銀行僅接受與該等選定投資組合所包含全部證券之特定百分比有關的處置指示，以使該等選定投資組合所包含證券（或證券類別，如適用）之相對權重在處置之前及之後基本保持不變。本人/吾等關於處置該等選定投資組合之全部或部份的指示，應構成出售該等選定投資組合下相關證券之指示。儘管有前述的規定，銀行可基於其認為合適的合理原因而拒絕接受本人/吾等之任何指示而毋須就此給予任何理由。特別是，在不限制前述條款的前提下，若銀行合理認為接受本人/吾等之任何指示可能或會導致任何實際或潛在的不遵守任何適用規定之情形，則銀行將無義務接受該等指示。**在本人/吾等處置選定投資組合包含的全部證券後，銀行將不會就該等選定投資組合向本人/吾等提供進一步調倉警示，並且應免除銀行就該等選定投資組合向本人/吾等提供進一步調倉警示的任何義務。**
- 2.10 由於客觀環境的限制、證券價格及市場狀況可能迅速改變，本人/吾等承認：
- (a) 如指示提及一定數額之選定投資組合所包含的證券，則銀行實際執行的證券數額可能與該指示中所列證券數額不同；及
- (b) 如指示提及一定的投資金額，則銀行實際執行的投資金額可能與該指示中所列投資金額不同。
- 儘管本人/吾等根據第 2.6 條、第 2.8 條及/或第 2.9 條作出指示，本人/吾等仍同意受該等執行之約束。
- 2.11 針對根據上述第 2.6 條、第 2.8 條及/或第 2.9 條作出的執行證券之任何指示，若由於下列任何原因，銀行未在當前交易時段內執行該指示，或者，若有關指示所涉及之相關交易所未開門營業，銀行未在該相關交易所緊隨的下一個交易時段內執行該指示：
- (a) 任何證券因任何原因在相關交易所暫停交易；
- (b) 任何證券之價格劇烈波動，或相關交易所證券價格普遍劇烈波動；
- (c) 超出銀行控制的任何其他市場狀況（如市場流動性低）；
- (d) 由於系統停止運行或銀行系統的其他中斷，平台上智投 360 顧問服務發生任何暫時停止；及
- (e) 相關交易對手方或產品發行人延遲或拒絕執行認購/贖回指令；及/或
- (f) 可能影響銀行按現有條款之規定或銀行不時之決定執行指示之能力的其他原因或情況。

銀行無須進一步通知本人/吾等即可取消或重新提交該等選定投資組合未執行指示之全部或任何部份。**在此情況下，本人/吾等承認，本人/吾等之選定投資組合或會部份執行，而部份執行的選定投資組合可能無法實現為該選定投資組合設定之預定投資目標、策略及/或主題（適用者），且該等部份執行之選定投資組合可能不再適合本人/吾等。**本人/吾等可向銀行作出進一步指示，由本人/吾等自負費用執行其他買入或賣出指示，或對任何部份執行進行平倉（視情況而定）。

- 2.12 上述所有指示、警示或通知均通過平台以電子方式或銀行決定的其他方式傳送。

3. 指示

- 3.1 銀行應根據 1 戶通條款執行上述第 2.6 條、第 2.8 條及/或第 2.9 條中的指示，除非本 智投 360 顧問服務條款另有規定，或除非上下文另有要求。
- 3.2 在銀行處理本人/吾等指示（無論是突發還是按月）之日或之前，本人/吾等應在本人/吾等之智投 360 顧問賬戶中維持足夠的已結算資金。**否則，銀行有權（但無義務）停止或取消本人/吾等在平台上作出的任何進一步指示，而無須進一步通知本人/吾等，且銀行對由此引起的任何損失或其他後果概不負責。**

4. 其他

本人/吾等同意並承認：

- 4.1 一旦投資於選定投資組合包含之證券，即表示本人/吾等確認，本人/吾等向銀行提供之任何資訊，包括有關本人/吾等財務狀況、投資經驗及投資目標之資訊以及在本人/吾等投資者風險分析表中提供之其他資訊，均是完整、準確及最新的。當銀行評估投資組合是否適合本人/吾等時，銀行將依賴於本人/吾等所作之確認及本人/吾等所提供之資訊。

- 4.2 在投資於選定投資組合包含之證券之前，
- (a) 本人/吾等將自行調查、鑑定及評估每一選定投資組合及選定投資組合包含之證券，與投資、持有或處置選定投資組合包含之證券有關之所有決定均是本人/吾等自行作出的；
 - (b) 本人/吾等已（如適用）閱讀並理解與投資於選定投資組合包含之證券有關之重大條款及條件，並已充分瞭解並知悉投資於選定投資組合及選定投資組合包含之證券所固有之風險（可能導致部份或全部損失本人/吾等所作之投資）；
 - (c) 本人/吾等同意並承認，本人/吾等將基於自身風險偏好、投資經驗、知識、目標、財務資源及相關情況，仔細考慮投資於選定投資組合包含之證券是否適合本人/吾等，並進行本人/吾等認為必要之其他調查。本人/吾等亦會自行作出風險評估，並在必要時尋求專業諮詢意見；及
 - (d) 本人/吾等理解：(i) 與選定投資組合及選定投資組合包含之證券有關之任何資訊、新聞或報告（「**有關文件**」）並非由銀行編制；(ii) 有關文件中所載資訊不構成銀行之投資建議或推介；及 (iii) 有關文件並未考慮到可能收到該等有關文件之任何特定人士之特定目標、財務狀況、需要或其他情況。
- 4.3 除根據本智投 360 顧問服務條款提供調倉警示外，銀行無持續的責任確保選定投資組合仍然適合本人/吾等。本人/吾等理解並同意，本人/吾等應監察本人/吾等所投資之投資組合，並在本人/吾等認為適當時尋求專業諮詢意見。本人/吾等理解，在收到調倉警示後，本人/吾等應仔細閱讀，並自行決定是否以及於何時向銀行發出調倉指示，並在本人/吾等認為適當時尋求專業諮詢意見。本人/吾等承認並同意，對於由此導致或引起的任何損失，包括與本人/吾等未能、拒絕或延遲就調倉警示或銀行發出的其他通知採取行動有關的損失，銀行概不負責。
- 4.4 **不論有何相反規定，銀行可基於其認為合適的合理原因而拒絕接受本人/吾等之任何指示而毋須就此給予任何理由。特別是，在不限制前述條款的前提下，若銀行合理認為接受本人/吾等之任何指示可能會導致任何實際或潛在的不遵守任何適用規定之情形，則銀行將無義務接受該等指示。**
- 4.5 **若本人/吾等之相關情況、選定投資組合及選定投資組合包含之證券、證券發行人或一般市場狀況發生變化，則本人/吾等所投資之選定投資組合及該等選定投資組合包含之證券可能不再適合本人/吾等。**
- 4.6 **若本人/吾等持有選定投資組合包含之證券可能導致任何實際或潛在的不遵守任何適用規定之情形，則在遵守適用規定的條件下，銀行可賣出本人/吾等之任何證券，這將導致選定投資組合不再實現該選定投資組合之預定投資目標、策略及/或主題（適用者）。在此情況下，選定投資組合可能不再適合本人/吾等。**
- 5. 費用及收費**
- 5.1 銀行將收取固定年度費用，年度費用按智投 360 顧問賬戶下證券價值的固定百分比釐定，但須遵守銀行不時在其收費表中訂明之最低收費（如有）及變更。費用將以港元從本人/吾等之智投 360 顧問賬戶中收取及扣除，釐定費用時將按銀行不時確定之現行匯率進行任何貨幣兌換。除非銀行另行同意，上述費用應按月於每個月月末支付（若月末為香港的星期日或公眾假日，則費用應於前一個香港營業日（包括星期六）支付）。若智投 360 顧問服務在該日之前終止，費用將按比例計算並立即收取，且本人/吾等應在終止本人/吾等之智投 360 顧問賬戶之前結清未付費用。本人/吾等承諾，本人/吾等將在智投 360 顧問賬戶中保留足夠的現金，以在規定日期之前結清該等費用。
- 5.2 銀行亦將就本人/吾等（在智投 360 顧問服務終止時或其他情況下）作出在銀行允許的條件下將證券從本人/吾等之智投 360 顧問賬戶轉至本人/吾等在銀行開立之其他賬戶或子賬戶之任何指示收取由銀行釐定之費用及收費。
- 5.3 銀行之收費表會於本人/吾等提出要求時予以提供。銀行可向本人/吾等發出事先通知，對有關費用及收費作出修改。本人/吾等同意，本人/吾等使用本智投 360 顧問服務條款規定的智投 360 顧問服務時，將被視為已承認及接受該等費用及收費。
- 6. 終止**
- 6.1 本人/吾等經向銀行作出書面通知或以銀行所規定之表格提交，可要求銀行終止智投 360 顧問服務及關閉智投 360 顧問賬戶。銀行經根據適用規定向本人/吾等作出合理通知，可終止智投 360 顧問服務及/或關閉智投 360 顧問賬戶。
- 6.2 在智投 360 顧問服務終止後，銀行可（但無義務）終止或關閉智投 360 顧問賬戶。智投 360 顧問服務終止後，銀行可保留本人/吾等智投 360 顧問賬戶中的所有證券及/或現金，或將該等證券及現金轉至本人/吾等之 1 戶通。只有在智投 360 顧問賬戶中持有的所有證券均得到處置後，才會關閉該智投 360 顧問賬戶。
- 6.3 儘管有前述的規定，在不影響銀行根據本智投 360 顧問服務條款或另行依法享有的任何其他權利的情况下，一旦發生違約情況，銀行可（但無義務）立即或之後隨時採取下列任何一項或多項行動：
- (a) 暫停或凍結（無限期或以其他方式）或終止智投 360 顧問服務及智投 360 顧問賬戶（不論是否經通知），並加速本人/吾等對銀行所負之任何及所有債務，使之立即到期應付；
 - (b) 終止所有未結交易（包括銀行終止該交易之日尚未結算之任何交易）；
 - (c) 代表本人/吾等進行買賣或達成進一步交易，以軋平倉位；
 - (d) 採取其他合理行動，以保護銀行之倉位；
 - (e) 行使銀行根據現有條款、適用規定、任何相關交易所之規則或其他而可能享有之任何其他權力或權利；
 - (f) 將本人/吾等之任何貨項金額（不論何種性質）用於償付本人/吾等對銀行所欠之任何金額（不論何種性質，亦不論如何產生的，包括任何交易下到期未付之任何金額以及任何或有金額），或普遍行使銀行對本人/吾等享有之抵銷權；及/或
 - (g) 在本人/吾等之任何貨項金額用於償付本人/吾等對銀行所欠之任何金額或在普遍行使銀行對本人/吾等享有之抵銷權後，要求本人/吾等償付任何不足部份之金額，在本人/吾等之任何義務全部結清之前持有任何超出部份之金額，或通過寄送支票至本人/吾等之最後所知地址，將任何超出部份之金額支付予本人/吾等。
- 銀行在就上述 (a) 至 (g) 項作出任何決定後，應儘快通知本人/吾等。
- 6.4 第 6.3 條不影響本人/吾等保留銀行任何一項或多項服務之權利及義務，該等權利及義務應繼續受相關特別條款及與之有關的任何委托書之規定所管轄。
- 6.5 本智投 360 顧問服務條款之任何內容均不要求銀行向本人/吾等提供或持續提供銀行之任何其他服務。一般條款若終止，所有特別條款將自動終止，但任何特別條款若終止，一般條款或任何其他特別條款將不會終止。

附表：風險披露聲明

本人/吾等確認及同意：

- (a) 銀行已建議本人/吾等閱讀本附表，本附表載有1戶通條款之一般風險披露聲明及免責條款所載風險之外的附加風險。本附表是智投360顧問服務條款的一部份；
- (b) 銀行已向本人/吾等提供本附表，而本人/吾等亦已閱讀及完全明白其意思；
- (c) 銀行已建議本人/吾等在與銀行訂立智投360顧問服務條款前，取得獨立的法律意見；
- (d) 本附表並未盡列或提述交易涉及的所有一般風險及其他重要事項。因此，本人/吾等應在進行任何交易前，徵詢獨立的法律、稅務及財務顧問。考慮決定某一交易是否適合本人/吾等，對本人/吾等而言至關重要，而本人/吾等應知曉這是本人/吾等的責任；及
- (e) 有關智投360顧問服務及其下任何交易之附加風險披露及因素可能會在平台上列出。根據本智投360顧問服務條款作出任何投資前，本人/吾等應仔細閱讀、理解及考慮所有該等風險披露及因素。

第A段：有關智投360顧問服務之風險披露聲明**1. 投資風險**

不能保證選定投資組合將產生所期望之預定投資目標、策略及/或主題（適用者）或結果。此外，不保證基於歷史資料的策略將在未來產生所期望之預定投資目標、策略及/或主題（適用者）或結果，若市場動態發生變化，則策略的有效性可能有限。

2. 市場風險

證券價格會有漲跌，或者，由於不利市場條件、股票暫停交易、基金提早終結等原因，證券亦可能變得毫無價值。選定投資組合內針對其尋求投資機會之證券在任何特定時間（以及長期而言），彼此的表現可能不同。選定投資組合所包含的一個或多個證券之任何價值波動可能會影響選定投資組合之總價值。在最壞的情況下，選定投資組合包含之證券可能變得毫無價值。這亦會影響選定投資組合實現所期望之預定投資目標、策略及/或主題（適用者）或結果之能力，而選定投資組合可能變得不再適合本人/吾等。

3. 調倉風險

為實現選定投資組合之預定投資目標、策略及/或主題（適用者），將對選定投資組合進行審查，如有必要，將對證券或資產類別之組成及/或權重進行調倉或調節。雖然銀行在其進行審查後或在特定情況發生後，可能會提供其確定為適當之調倉警示，但銀行不會自動執行任何調倉指示。若本人/吾等不向銀行提供調倉指示或者延遲提供該等調倉指示，選定投資組合可能變得不再適合本人/吾等，而本人/吾等應承擔其後果。當本人/吾等收到調倉警示時，本人/吾等應考慮其影響，並自行作出風險評估，在必要時尋求專業諮詢意見，並自行作出決定。此外，本人/吾等向銀行提供之資訊（包括在本人/吾等投資者風險分析表中提供之資訊）如有任何變化，本人/吾等應及時通知銀行，且本人/吾等同意，若由於本人/吾等未提供或延遲提供正確、準確或最新的資訊而導致或產生任何損失，銀行概不負責。

在銀行處理本人/吾等之調倉指示時，雖然意圖是使證券賣出的預估收益與證券買入的預估資金大致相同，使選定投資組合的市值保持不變，但實際執行情況可能偏離意圖，這可能導致選定投資組合的市值有所增加或減少。若證券賣出的實際收益不足以提供買入證券所需的資金，則本人/吾等須提供額外資金。若本人/吾等未提供額外資金，則可能無法買入部份或全部證券。

證券買入將在證券賣出完成後儘快進行。市場條件在買入證券時可能已發生變化。

4. 部份執行風險

由於市場狀況、暫停交易、價格劇烈波動、智投360顧問服務暫停等原因，銀行可能無法完全執行買入或賣出選定投資組合所包含之全部證券的指示。在此情況下，本人/吾等之選定投資組合僅能部份執行，而部份執行之選定投資組合可能無法實現為該選定投資組合設定之預定投資目標、策略及/或主題（適用者），且本人/吾等持有部份執行之選定投資組合所包含之證券可能不適合本人/吾等。本人/吾等應考慮此等影響，自行作出風險評估，並在必要時尋求專業諮詢意見。

5. 智投360顧問服務終止/暫停

銀行可自行全權酌情決定終止或暫停智投360顧問服務。若智投360顧問服務被終止或暫停，則在終止後或暫停期間，銀行將無義務提供任何智投360顧問服務（包括在平台上提供任何選定投資組合，提供任何調倉警示，以及接收、處理或執行與任何選定投資組合相關之任何指令）。此外，在本人/吾等處置全部選定投資組合後，銀行將不會就該等選定投資組合向本人/吾等提供進一步調倉警示，並且應免除銀行就該等選定投資組合向本人/吾等提供進一步調倉警示的任何義務。本人/吾等理解並同意因此產生的風險及後果，包括選定投資組合可能不再適合本人/吾等，並且可能無法實現或維持該等選定投資組合之預定投資目標、策略及/或主題（適用者）。

6. 監管風險

若本人/吾等持有選定投資組合包含之證券可能導致任何實際或潛在的不遵守任何適用規定之情形，則在遵守適用規定的條件下，銀行可賣出本人/吾等之任何證券，這將導致選定投資組合不再實現該選定投資組合的預定投資目標、策略及/或主題（適用者）。在此情況下，選定投資組合可能不再適合本人/吾等。

7. 投資策略風險

本人/吾等理解，平台產生的選定投資組合之投資策略風險可能因本人/吾等的風險取向而異。本人/吾等的風險取向越進取，選定投資組合包含更大權重的較高風險證券或證券類別的可能性就越大。

8. 多元化風險

取決於市場狀況，有時多元化投資組合之表現可能遜於多元化程度較低之投資組合。

9. 表現風險及歷史數據之一局限性

本人/吾等確認並同意，平台上提供之資訊可能包括根據歷史數據及基於各種假設制定的方法所得出的表現數據和統計數據。本人/吾等理解，平台上列出的此類表現資料存在局限性（包括過往表現並不代表未來之表現，並且可能偏離實際表現結果）。銀行不就任何證券或投資組合之表現提供任何保證或擔保。

10. 模型風險

投資組合之構建及調倉均根據銀行設定之投資組合構建和方法通過模型驅動的流程而產生。該等模型是基於算法和規則而來，不是試圖根據市場方向來建議持有何等倉位。選定投資組合之表現在很大程度上取決於各個相關證券之表現。投資組合之構建和方法會否成功以及投資組合之投資目標、策略及/或主題能否得以實現，概無保證。