

Terms and Conditions for Investment Products via online investment platform (“Terms and Conditions”)

The following terms and conditions shall apply to the use of and all orders or instructions placed via Citibank Online and Citi® Mobile App (each, an “online investment platform”). In case of any discrepancies between the English and Chinese versions, the English version shall prevail.

Unless otherwise defined in these Terms and Conditions, the terms and expressions defined in “Terms and Condition for Account and Services” have the same meanings herein.

In these Terms and Conditions, “**Investment Products**” includes, without limitation, Debt Securities and Mutual Funds; “**Debt Securities**” include, without limitation, Bonds and Certificate of Deposits.

A. Applicable to Citi Plus customers in relation to Mutual Funds

The actual number of mutual fund providers and fund options may vary from time to time subject to the Bank’s sole discretion.

The above mentioned arrangement(s) do not constitute recommendation by Citigroup Organization on the mutual fund provider(s) and/or the mutual fund options.

B. Applicable to all Transactions or Instructions in relation to Investment Products

1. I/We understand that Investment Products are not deposits or other obligations of, guaranteed or insured or protected by any Citigroup Organization, or by any local government or insurance agency or Deposit Protection Scheme. Investment Products involve risks, including the possible loss of the principal amount invested.
2. I/We authorize the Bank to process the Investment Products application and debit / credit the settlement amount from / into me/our settlement account which is maintained at the Bank as indicated in me/our Citibank online account summary.
3. I/We hereby instruct the Bank to act on me/our behalf to place the Investment Products order with details stated on order confirmation page, to the Issuer(s).
4. I/We hereby acknowledge I/We have read and understand the Issuer’s offering documents, including but not limited to prospectus, product key facts and latest financial reports (“**Offering Documents**”) and fees and charges in relation to the Investment Products, and that I/we understood the nature, structure and risks of the Investment Products and all relevant contents in the Offering Documents. I/We make all necessary representations and warranties set forth in the Offering Documents and undertake to be bound by the same. I/We understand that a copy of the Offering Documents shall be made available upon me/our request. The Bank will exercise best effort in providing the Offering Documents. I/We have been advised to read and understand the Offering Documents prior to subscription. However, in the event that such documents are not available, I/we SHOULD NOT proceed with the subscription. I/We have placed instructions and understand this instruction is irrevocable and binding on me/us.
5. Although the Bank is authorized to subscribe, switch or redeem the Investment Products based on me/our instructions and in doing so will be acting in the capacity of me/our agent, I/we understand the Bank reserves the right to refuse to carry out me/our instructions if, in its opinion, there are grounds for such refusal.

6. I/We understand that me/our instructions for orders will only be processed, if:
 - (i) in the case of subscription orders, there are sufficient funds in me/our settlement account (in Investment Products denomination currency) at the time of placing of the order; and
 - (ii) in the case of redemption orders, I/we have a settlement account in the Investment Products currency for the receipt of the redemption proceeds.
7. I/We hereby acknowledge I/we have been provided with the Terms and Conditions for Accounts and Services and adequate time to read the same. I/We hereby confirm that I/we understand and agree to be bound by the Terms and Conditions for Accounts and Services.
8. I/We understand that US persons are not eligible to subscribe any the Investment Products. By placing an instruction, I/We represent and warrant that I/We are not US person(s) nor domiciled in nor resident in nor a national of a jurisdiction in which there is any restriction on me/us on purchasing or dealing in these Investment Products, and further that I/We are not otherwise subject to any other restriction or prohibition in respect of the purchasing of, or dealing in, these Investment Products.
9. In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between the Bank and me/us out of the selling process of any Investment Product by the Bank as agent for the issuer(s) or the processing of the related transaction, the Bank will enter into a financial dispute resolution scheme process with me/us in accordance with the applicable rules. However, any dispute over the contractual terms of the Investment Products should be resolved directly between the issuer(s) and me/us.
10. I/We comply with all applicable laws, rules and regulations, and satisfy all standards for investors in the Investment Products imposed by the jurisdiction of me/our residence or otherwise applicable to me/our purchasing or selling of the Investment Products. These investments are not available for U.S. persons and might not be available for customers in other jurisdictions.
11. I/We also understand the risk level of the Investment Products may change after this instruction due to various factors, such as changes in market condition and changes in credit rating of the issuer.
12. I/We confirm that me/our purchase of the Investment Products do not result in a significant exposure of me/our total net worth to the Investment Products and in the event of complete loss of me/our investment in the Investment Products, me/our livelihood will not be affected.
13. For investment made for the purpose of application of the Capital Investment Entrant Scheme ("CIES"), I/we understand that it is not the responsibility of the Bank to ensure that the investments satisfy the requirements under the Rules for the Capital Investment Entrant Scheme and the Bank does not make any representation that the investments satisfy the requirements under the Rules for the Capital Investment Entrant Scheme. For all CIES-related information including the permissible investment products, customer should refer to the Immigration Department of the HKSAR Government for the most complete and up-to-date rules governing the Scheme.
14. Portfolio diversification is an important element for an individual to consider when making investment decisions. Concentrated positions may entail greater risks than a diversified portfolio. Certain factors that affect the assessment of whether me/our overall investment portfolio is sufficiently diversified may not be evident from a review of me/our account(s) with the Bank. It therefore is important that I/We carefully review me/our entire investment portfolio to ensure that it meets me/our investment goals and is within me/our risk tolerance, including me/our objectives for asset and issuer diversification. To discuss asset allocation and potential

strategies to reduce the risk and/or volatility of a concentrated position, I/We may contact me/our Relationship Manager or branches.

15. I/We understand and accept that Investment Products and services available on the online investment platform may be limited.
16. If the transaction is advised by the Bank but the transaction classification stated on the order confirmation page states otherwise, or if I / we have any questions about the risks involved and/or whether or not such product is suitable for me / us, I / we should not proceed with this transaction and I / we should contact my / our Citibank relationship manager or visit the Bank's branches for further assistance.
17. I/We understand that my instruction placed may not be executed in case of system downtime. I/We can contact the Bank through any of the following channels to place the orders: CitiPhone Banking hotline or visit the Bank's branches
18. Before submitting me/our investment instruction, I / we acknowledge that I / we have reviewed my / our circumstances and information that was provided to the Bank and confirmed that the relevant information is accurate and up-to-date; if there is any change in the relevant information, I/we should notify the Bank immediately.

C. Applicable to all Transactions or Instructions in relation to Mutual Funds.

1. All information provided on online investment platform is for informational purposes only and does not intend to constitute investment solicitation or recommendation, excluding transaction that is classified as advised by the Bank. For transaction that is classified as advised by the Bank, it refers to a transaction that is recommended or advised by the Bank.
2. I/We understand that investment in the above fund(s) is not a bank deposit and involves risks, including the possible loss of the principal amount invested. Prices may go down as well as up. Past performance is not indicative of future performance. Investment in funds denominated in non-local currency is subject to the risk of exchange rate fluctuations that may cause a loss of principal. Unless specified, these investments are not obligations of, or guaranteed or insured or protected by any Citigroup Organization, or by any local government or insurance agency or Deposit Protection Scheme.
3. I/We understand that funds are products of the issuer and that the Bank is acting as agent in subscription / switching / redemption of the funds based on me/our instructions. I/We understand that one or more Citigroup Organization(s) may act in different capacities in connection with the subscription / switching / redemption of the funds and in consideration of the sales activities undertaken by the Bank relating to the funds, certain commissions may be paid by the fund house / counterparty to the Bank. Calculation of such commissions will depend on each specific fund. Salespersons and employees of Citigroup Organization may also make or receive a fee, commission and/or other compensation (in cash or in kind) in connection with me/our subscription / switching / redemption of the funds.
4. I/We understand that the Bank is not an independent intermediary because the Bank may receive fees, commissions, rebates or other monetary benefits from other parties (which may include fund houses) in relation to the distribution of Investment Products to me/us. For details, I/we should refer to the disclosure on monetary benefits which the Bank is required to deliver to me/us prior to or at the point of entering into any transaction in Investment Products. The Bank may also receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with them.

5. Mutual Fund is usually for medium to long term investment, unless otherwise stated by the fund house.
6. I/We understand the risks involved in investments. These include but are not limited to market risk, concentration risk, medium / smaller companies risk, risks related to debt securities, risks relevant to high-yield bonds, risk relevant to bond with special features, prepayment and extension risk, emerging markets risk, derivatives risk, counterparty risk, liquidity risk, currency risk, currency hedged class risk, capital growth risk, dividend distribution related risks, risks relating to the fund strategy etc.:
 - a. The fund price may fluctuate as a result of a variety of changes in the market and the economy, including but not limited to changes in interest rates, exchange rate, credit rating of the issuer or guarantor, inflation and a general decline in the investment market as a whole.
 - b. The fund may have concentrated exposure to one or more countries, industry sectors, and/or particular types of specialized investment instruments, which may reduce risk diversification. Consequently, the net asset value of the fund may be more volatile than a diversified fund.
 - c. Some funds may invest in medium / smaller companies. Performance of these funds may fluctuate in value more than those of other funds because of the greater potential volatility of share prices of medium / smaller companies.
 - d. Some funds may invest in loans and bonds issued by companies, governments and other entities and the fund will be subject to the risk that a particular issuer or guarantor may not fulfill its payment or other obligations in respect of such debt securities.
 - e. Changes in market interest rates will affect the value of debt securities held by the fund. Generally, the market value of debt securities will decrease when interest rates rise.
 - f. In the event of a down-grading of the credit rating of a debt security or its issuer/guarantor that the fund invests in due to adverse market conditions, the value of the fund may be adversely affected.
 - g. Some debt securities may not have active secondary markets and it would be difficult or impossible for funds investing in those debt securities to sell the debt securities before maturity.
 - h. Some funds may invest in unrated or non-investment grade bonds which are generally accompanied by a higher degree of interest rate risk, credit risk and liquidity risk. It may be subject to wider fluctuations in yield, wider bid-offer spreads, greater liquidity premium and consequently greater fluctuations in market values than higher rated bonds.
 - i. Some funds may invest in mortgage and/or asset-backed securities, where the principal is paid back over the life of the security, and the maturity might be shortened or extended as interest rate levels change.
 - j. Some funds may invest in emerging markets, which are subject to higher risks (for example, liquidity risk, currency risk, political risk, regulatory risk and economic risk) and hence higher volatility than portfolios investing in developed market. Fluctuations in currency exchange rates may negatively affect the value of the investment or reduce returns - these risks are magnified in emerging or developing markets.
 - k. Some funds may invest in financial derivatives or structured products such as credit-linked securities, swaps (including credit default swaps and total return swaps), futures, forwards, and options which may expose the fund to higher counterparty, liquidity and market risks. The fund's use of derivatives in hedging or efficient portfolio management may become ineffective and cause the fund to suffer significant losses. Prior to investing in the fund,

investors should assure they have sufficient net worth to be able to bear the risks and potential losses.

- l. Investments may be subject to the credit risk and default risk of the issuer or guarantor.
 - m. The fund may invest in instruments where the volume of transactions may fluctuate significantly depending on market sentiment. There is a risk that investments made by the fund may become less liquid in response to market developments or adverse investor perceptions.
 - n. The fund may hold the assets denominated in non-local currency and be subject to the risk of exchange rate.
 - o. Each currency hedged class may hedge the fund's denominated currency back to its currency of denomination. The costs and resultant profit or loss on the hedging transaction will be reflected in the net asset value of the relevant currency hedged classes. There is no guarantee that the hedging strategy if used, will achieve its desired results.
 - p. Some funds with dividend distribution may have fees and/or dividends paid out of capital. As a result, the capital that the fund has available for investment in the future and capital growth may be reduced.
 - q. Some funds may not distribute dividends, but instead reinvest the dividends into the fund or alternatively, the investment manager may have discretion on whether or not to make any distribution out of income and/or capital of the fund. Also, a high distribution yield does not imply a positive or high return on the total investment.
 - r. The performance of the fund is dependent on the success of the asset allocation strategy applied and other investment decisions made by the Investment Manager, but there is no guarantee that this strategy or decision will produce the desired results.
 - s. The fund will be subject to the risk of early termination which may result in substantial losses to the fund at the time of sale or distribution.
 - t. Some funds may pay performance fee to the Investment Manager. This performance fee may be paid out of unrealized gains and may create an incentive for the Investment Manager to make riskier or speculative investments.
7. I/We acknowledge, when dealing in the units of the Fund, I/we may have to pay subscription fee, switching fee, redemption fee, management fee, custodian fee, trustee fee, performance fee, administration fee, registration fee, and other fees and charges that are described in the Fund's prospectus.
8. I/We understand the Bank may receive full rebate of the actual (after discount, if any) Front-end load charge on subscription of Class A funds from the asset management company. The Bank may receive a rebate of up to 4% of the subscription amount on subscription of Class B funds from the asset management company. The Bank may receive up to 60% of the fund's annual management fees as ongoing rebate every year throughout the term of me/our investment. This rebate is based on the average net asset value of me/our holdings in the Fund. The Bank may receive the marketing sponsorship from the asset management company. I/We may receive discount of the front-end load charge on subscription of Class A funds and institutional & high net worth share class funds at the Bank's discretion. No interest will be paid for the required amount debited from the date of this order
9. I/We understand the actual trade date, settlement date, dividend record date, dividend rate and net asset value of an Investment Product shall be subject to the relevant fund house's final announcement.
10. I/We understand that most retail products are of risk rating 1 to 4. Retail leveraged products are of risk rating 5. Investments Products of risk rating 5 or 6 are available to Professional

Investors (as defined in the Securities and Futures Ordinance (Cap. 571) and any rules made thereunder) only.

11. For High-Yield Bond Funds Only

I/We understand that me/our investment in high-yield bond funds will be subject to below risks:

Risk Relevant to High Yield Bonds

- a. High-yield bond funds are subject to risks associated with investments in bonds.
- b. Funds investing in loans and investment grade, non-investment grade and unrated bonds issued by companies, governments and other entities will be subject to the risk that a particular issuer or guarantor may not fulfill its payment or other obligations in respect of such debt securities.
- c. Changes in market interest rates will affect the value of debt securities held by the fund. Generally, the market value of debt securities will decrease when interest rates rise.
- d. In the event of a down-grading of the credit rating of a debt security or its issuer/guarantor that the fund invests in due to adverse market conditions, the value of the fund may be adversely affected.
- e. During economic downturns, high yield bonds typically fall more in value than investment grade bonds as (i) investors become more risk adverse and (ii) default risk rises.
- f. Some debt securities may not have active secondary markets and it would be difficult or impossible for funds investing in those debt securities to sell the debt securities before maturity.
- g. High-yield bonds are typically unrated or rated below investment grade and hence are generally accompanied by a higher degree of interest rate risk, credit risk and liquidity risk. It may be subject to wider fluctuations in yield, wider bid-offer spreads, greater liquidity premium and consequently greater fluctuations in market values than higher rated bonds.
- h. Some high-yield bond funds may have fees and/or dividends paid out of capital. As a result, the capital that the fund has available for investment in the future and capital growth may be reduced.
- i. Some high-yield bond funds may not distribute dividends, but instead reinvest the dividends into the fund or alternatively, the investment manager may have discretion on whether or not to make any distribution out of income and/or capital of the fund. Also, a high distribution yield does not imply a positive or high return on the total investment.

Risk Relevant to Bonds with Special Features

- a. Some high-yield bond funds may invest in bonds with special features and risks that warrant special attention. These include (but not limited to) bonds like Perpetual Bonds, Subordinated Bonds, Callable Bonds, Convertible Bonds, etc. Some may have variable and/or deferrable interest payment terms, or extendable maturity dates. Some may have contingent write down or loss absorption features.

12. For Subscription or Switching in of Fidelity/ Invesco/ AllianceBernstein/ Janus Funds Only

I/We acknowledge that the Bank is required by the fund houses to monitor me/our trades on their funds. I/We may be blocked from further purchases or switches of their funds if trades are carried out frequently in a short period of time.

13. For Same Fund House Switching with Cross Currency Transaction Only

In addition to the risks associated with investing in Mutual Fund, switching to another currency class of the same Mutual Fund may result in additional foreign exchange risk. Currency rates may be affected by a number of market factors like interest rate, inflation outlook and the economic as well as political conditions of the country of the relevant currency. I/We may suffer severe loss if the foreign currency trend reverses.

Apart from 'Same Fund House Switching with cross currency switching transaction', I/we understand that the Bank offers other foreign exchange products such as 'Premium Account' or 'Foreign Exchange Trading'. I/We understand that 'same fund house switching with cross currency switching transaction' will be charged for a fee at 1% of the switching fund value, which is higher than the cost that I/we incur in a 'Premium Account' or 'Foreign Exchange Trading' transaction.

Currency rate and conversion time involved in fund switching are subject to the relevant fund house's decision and may be different from the market spot rate.

14. For RMB-Denominated Funds Only

I/We acknowledge that there is a possibility of not receiving the full amount in RMB upon redemption. The issuer may not be able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency. I/We understand that investments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products. I/We understand that RMB is currently not freely convertible and conversion of RMB through banks in Hong Kong is subject to certain restrictions. The actual conversion arrangement will depend on the prevailing restrictions at the relevant time and the liquidity of the Investment Product denominated in Renminbi may be adversely affected. The exchange rate of RMB can go up and down. Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. I/We are offered offshore ("CNH") rates for RMB conversion. Currency rate and conversion time involved in the fund switching is subject to respective fund house's decision and may be different from the market spot rate. For RMB products that do not have access to direct investment in Mainland China, their available choices of underlying investments denominated in RMB outside Mainland China may be limited. This may adversely affect the return and performance of such RMB products.

D. For Funds Managed And/ Or Issued By Citigroup Organization Only

I/We acknowledge that the Investment Product is issued and/or managed by Citigroup Organization.

E. Applicable to Mutual Funds Application Initiated by Customers "WITHOUT Recommendations/ or Solicitation by Citibank" or "WITH Recommendations/ Solicitation by Citibank"

1. I/We acknowledge that this online investment platform is an automated system which processes orders and instructions. I/We confirm that me/our orders and instructions placed on the online investment platform are based on me/our own initiative and financial judgement. I/We have carefully considered the risks involved in this investment. I/We understand that if I/we am/ are uncertain about the risks involved in investing in this fund or whether such fund is suitable for me/us, I/we should not proceed with the relevant orders or instructions. If there is any doubt, I/we should contact the Bank for assistance.

2. For transaction that is classified as not advised by the Bank (i.e. "Citibank (Non-advised)"), it refers to a transaction that is initiated by me/us without any recommendations or advice by the Bank, and I/we acknowledge and confirm the following terms:
 - a. I/We do not wish to receive any financial advice from the Bank, and I/we understand that the Bank does not represent or guarantee that any Investment Product ordered or transacted on the online investment platform is suitable for me/us. Notwithstanding the foregoing, I/we would like the Bank to execute me/our instructions for Mutual Funds.
 - b. Neither the Bank nor its agents / employees provided me/us with any recommendations or advice on the Mutual Funds. The Bank is acting based on me/our instructions.
 - c. I/We understand that the Mutual Funds are subject to risks including but not limited to the risks disclosed in Terms and Conditions for Accounts and Services.
 - d. I/We are acting entirely on the basis of me/our investigations and independent assessment / evaluation of the Mutual Funds, and have not relied on any representation, warranty or information that may have been given or made by or on behalf of the Bank.
3. For transaction that is classified as advised by the Bank (i.e. "Citibank (Advised)"), it refers to a transaction that is recommended by or advised by the Bank, and I/we acknowledge and confirm the following terms:
 - a. The Bank has only introduced Mutual Funds that have product risk ratings equal to or below me/our Investor Profile and Product Tenors match with me/our Investment Time Horizon in the Investment Risk Profiling Questionnaire. The Mutual Funds recommended or advised by the Bank have been selected based on a set of objective qualitative and quantitative criteria. Such criteria may be reviewed by the Bank from time to time.
 - b. I/We am/ are free to either follow or disregard any recommendation or advice rendered by the Bank, in whole or in part, and I/we am/ are solely responsible for deciding whether to accept such recommendation or advice (as the case may be) and whether to subscribe for the Mutual Funds recommended or advised by the Bank, and any transaction entered into by me/us is solely based on me/our own judgment and evaluation.
 - c. The annualized return of recommended portfolio are based on past performance and are indicative for reference only.
 - d. The percentage allocations to the introduced Mutual Funds are based on the Bank's recommended asset allocation appropriate for the corresponding Investor Profiles. I/We acknowledge and accept the limitation that such allocation recommendation has not taken into account (i) any of me/our existing holdings held within and/or outside the Bank; (ii) any subsequent changes of me/our holdings due to any further trading activities or market movement; (iii) any changes of me/our investment objective or risk tolerance; (iv) any fund price movement which may result in a different portfolio allocation than is originally suggested by the Bank.

F. Applicable to all Transactions or Instructions in relation to debt securities

1. Unless otherwise stated, I/we understand Debt Securities are products of the issuer and that the Bank is acting as agent in purchasing or selling Debt Securities based on me/our instructions, and will receive a transaction fee/ profit in respect of this transaction in an aggregate amount not exceeding the specified percentage (as stated in Bond transaction page) of the market price for zero coupon Debt Securities/ Strips and not exceeding the specified percentage (as stated in Bond transaction page) of the nominal price on other

Debt Securities and hybrid securities. The prices illustrated are inclusive of this fee. One or more Citigroup Organization's entity may act in different capacities in connection with the purchase or sale of the Debt Securities and may receive benefits or profits either directly or indirectly in connection with these transactions.

2. I/We understand that I/we may receive discount on transactions of Debt Securities at the discretion of the Bank. The Bank is not an independent intermediary because it may receive fees, commissions, rebates or other monetary benefits from other parties (which may include product issuers) in relation to the distribution of Investment Products to me/us. For details, I/we should refer to the disclosure on monetary benefits which the Bank is required to deliver to me/us prior to or at the point of entering into any transaction in Investment Products. The Bank may also receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with them.
3. I/We agree and acknowledge that while the Bank will use its reasonable endeavours to execute the Debt Securities transaction on me/our behalf, Citigroup Organization shall not be liable to me/us for any interest or compensation if the Bank is unable to purchase or sell the Debt Securities (for any reason whatsoever). Therefore, I/we agree and acknowledge that in such an event, the Bank will i) in a purchase transaction instructed by me/us, only return the nominal amount (as stated above) to me/us (without interest accrued or compensation) and/or ii) in a sale transaction instructed by me/us, only return the Debt Securities to me/us (without compensation).
4. By investing in this transaction, I/We confirm that I/we have accepted all the risks associated with this investment. I/We also confirm that I/we have received, read and understood the details and risks in the indicative Debt Securities term sheet and Issuer's offering documents (including the Issuer's Prospectus).
5. I/We have read and understood the risks associated with an investment in the Debt Securities as set out on the Investment risks page. I/We acknowledge that the said risk disclosures are not an exhaustive description of the risks involved in this transaction, therefore I/we should refer to the Issuer's offering documents (including the Issuer's Prospectus) to understand all risks associated with an investment in the Debt Securities.
6. I am/ We are capable of evaluating the risks and merits of an investment in the Debt Securities, have taken the advice as I/we deem necessary, have sufficient financial resources to bear the risks of the Debt Securities and consider an investment in Debt Securities is appropriate and suits me/our investment objectives, financial profile and personal circumstances.
7. I/We also agree that without limiting the rights of the Bank under the terms and conditions applicable to the Bond Brokerage Account and the designated Bonds settlement account, subject to any restriction pursuant to applicable laws or regulations, the Bank is entitled to take a security interest in, or impose other restrictions on the Debt Securities credited to me/our Bond Brokerage Account or to exercise a lien, right of set off or similar claim against me/us in respect of monies held in any of me/our accounts maintained with the Bank to secure any amount which may be owing by me/us to the Bank.
8. For investing in Debt Securities issued by a financial institution, I/we understand that (1) several international and local regulatory changes, including but not limited to Basel III and Solvency II, are in progress and have in some jurisdictions been implemented, and that such regulations would give resolution authorities bail-in power over financial institutions which are declared to be non-viable by the relevant resolution authority; (2) where such powers are exercised, the resolution authority will determine which liabilities of the financial

institution are within the scope of their authority, whether debt issued prior to the enactment of such regulatory changes might be affected and the extent to which each will be impacted, given consideration of various factors including but not limited to the prevailing regulation in the relevant jurisdiction and the seniority of the Debts Securities within the capital structure of CHKL or banking group (with subordinated Debt Securities, in general, carrying higher risk as they are ranked junior to senior Debts Securities) (3) consequently, the exercise of such powers could result in the Debts Securities being 'bailed in', that is, written-off partially or in full (in which event, I/we will have no further claims in respect of the amount so written-off) or converted into common equity (which equity could also be subject to any future application of the general bail-in powers of the resolution authority), subject to certain conditions being met, at the sole discretion of the relevant resolution authority; and I/we accept that due to such regulatory changes, (a) I/we may lose a part of or all of my initial investment, and/or some or all of my rights to any coupon / interests and/or any further claim under the Debt Securities even if an event of default has not occurred under the terms and conditions of the Debt Securities; (b) the market price and liquidity of the Debt Securities may be unfavorably impacted and (c) the consequences of such regulatory changes may not be the same between Debt Securities issued in different jurisdictions.

9. "Yield to Maturity" is a hypothetical rate of return if investors were to hold the security until maturity, and is solely for reference purpose. It is calculated using the indicative offer price, and is based on several assumptions including a) the issuer will redeem the security on the reference maturity date and b) all coupon and principal payments will be made in full and on schedule; and c) coupon payments are reinvested at the "Yield to Maturity". In addition, for variable coupon/ floating rate securities, this calculation uses a series of projected coupons based on an assumed reference rate fixings for each relevant coupon period. For securities with no stated maturity dates such as perpetual bonds, this calculation uses an assumed "Calculation Maturity Date". This calculation does not take into account coupon deferral or non-cumulative features and/or situations where the issuer may exercise discretion over coupon payments. Investors should be aware that the actual return may be significantly less than the calculated return (or even suffering from a loss), given that the calculation is based on various assumptions aforementioned which may not be met in actual case.
10. I/we understand Citibank has not and will not be conducting any screening due diligence on any environmental, social or governance criteria. The solicitation, if any, is NOT based on ESG consideration unless specified otherwise.

G. Applicable to Debt Securities from Primary Market Issuance

1. I/We acknowledge and understand that the final terms of the Debt Securities are not available on the date of this order and that the terms of the Debt Securities, including the coupon, will be finalized only on the Issue Date.
2. I/We acknowledge and agree that me/our subscription for the Debt Securities is subject to availability.
3. I/We understand that in the case of offerings jointly underwritten by Citigroup Global Markets Asia Limited or other underwriting entity within Citigroup Organization with other underwriter (s): (i) such Citi entity is an affiliate of the Bank and has agreed to purchase, or procure purchasers for, a portion of the relevant Debt Securities being offered by the Issuer and (ii) the Bank is legally and factually separate from such Citi entity, and that the interests of such Citi entity, as a joint underwriter in relation to the Debt Securities, may differ from me/our interests as a subscriber for such Debt Securities.

4. I/We understand that the Bank may consolidate Debt Securities primary market issuance application from its customers and allocate the Debt Securities at its discretion using such criteria it deems appropriate. Accordingly, I/we understand and agree that I/we may receive no allocation or partial allocation of me/our application. In the case of partial allocation, I/we request the Bank to proceed with making such partial allocation on me/our behalf, if applicable, without seeking any further instructions from me/us. In connection with the foregoing, I/we acknowledge and agree that if me/our Expected Yield (excluding fee) specified in this order cannot be met by the Debt Securities (determined based on the final terms on Issue Date), the Bank will not make any allocation of Debt Securities to me/us.
5. Any representations and warranties made by me/us with respect to the subscription for Debt Securities shall be deemed to be confirmed by me/us at the time of each subscription. Also, I/we authorize the Bank to make such representations and warranties on me/our behalf to the Issuer and Lead Manager/ Sponsor/ Underwriter.
6. I/We have received, read and understood the contents of the relevant Issuer's Offering Documents and acknowledges that the Bank has not reviewed any Offering Documents, has not performed any due diligence on any Issuer or offering, and makes no representation regarding the contents of any Offering Documents. In particular, the Bank does not represent that the information in any Offering Documents is complete, accurate, clear, fair and not misleading. Save to the extent provided otherwise in the Terms and Conditions for Accounts and Services or other applicable terms and conditions, neither the Bank, the Lead Manager / Sponsor / Underwriter nor their respective affiliates, controlling persons, directors or employees accepts any liability for, or makes any representation as to the accuracy of, the contents of any Offering Documents.
7. I/We acknowledge that the obligation of the Lead Manager / Sponsor / Underwriter to sell the Debt Securities is subject to the execution (and not termination) of the relevant placing agreement by the parties thereto.
8. I/We hereby agree to execute such additional placing letters and documentation as the Bank may request in connection with me/our subscription for Debt Securities, including without limitation such documentation as may be provided to the Bank by the Lead Manager / Sponsor / Underwriter. I/We acknowledge that upon giving its instructions to the Bank to subscribe for the Debt Securities, me/our obligation to subscribe and pay for the Debt Securities that are allocated to me/us shall be complete and binding on me/us. I/We further acknowledge and agree that if I/we fail to execute or complete any additional placing letter or documentation requested by the Bank in connection with me/our subscription for Debt Securities, within the timeframe required by the Bank, the Bank may in its sole discretion choose to reject me/our instruction to subscribe for such Debt Securities and the Bank shall be entitled to reimbursement from me/us for any losses and costs incurred in connection with such rejected subscription.
9. I/We will on demand indemnify and keep indemnified the Bank, the Lead Manager / Sponsor / Underwriter and their respective affiliates, officers, agents and employees for losses or liabilities incurred by any of them arising out of or in connection with any breach of any of the applicable selling restrictions or transfer restrictions, or the contract to subscribe for or purchase the Debt Securities, or any other breach of me/our obligations hereunder. I/We will, absent fraud, gross negligence or willful default by the Bank, further indemnify the Bank against any loss, expense or liability that the Bank may incur or suffer in relation to any statement or indemnity given by the Bank to the Issuer or Lead Manager / Sponsor / Underwriter in relation to any subscription by me/us.

10. I/We acknowledge that in addition to any fee and/or commission payable by me/us, the Bank may also receive remuneration from the Lead Manager / Sponsor / Underwriter with respect to Debt Securities purchased by me/us.

H. Applicable to Debt Securities Application Initiated by Customers “WITHOUT Recommendations or Solicitation by the Bank”

1. I/We do not wish to receive any financial advice, and would like the Bank to execute me/our instructions for the Debt Securities. Neither the Bank nor its agents / employees provided me/us with any recommendations or advice on the Debt Securities. The Bank is acting based on me/our instructions.
2. I/We understand that the Debt Securities are subject to risks including but not limited to the risks disclosed in these Terms and Conditions and the account opening form.
3. I am / We are acting entirely on the basis of me/our investigations and independent assessment / evaluation of the Debt Securities, and have not relied on any representation, warranty or information given or made by or on behalf of the Bank.

I. No Third Party Rights

I/We understand and accept that nothing in these Terms and Conditions or any other agreement, document, terms or conditions relating to me/our use of and all orders or instructions placed by me/us via the online investment platform, 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).

條款及細則適用於[通過網上投資平台交易的]投資產品（「條款及細則」）

以下條款及細則適用於 Citibank 網上理財及 Citi® Mobile App(以下各稱“網上投資平台”)的使用，以及適用於通過網上投資平台發出的全部指令和指示。若此等條款之英文及中文版本有任何意義差歧，均以英文版本為準。

除非有另外定義，在下列條款及細則，所有定義將參照“戶口及服務之條款”。在下列條款及細則，「投資產品」指包括並不限於債務證券及基金；「債務證券」指包括但不限於債券及存款證。

A. 適用於 Citi Plus 客戶之基金交易

銀行有絕對酌情權因應情況而對實際基金公司及基金選擇之數目不時作出更改。

上述安排並不構成任何花旗集團組織對基金公司及 / 或基金選擇作出投資推薦。

B. 適用於所有交易

1. 本人 / 吾等明白投資產品並非存款，且未獲得任何花旗集團組織、任何當地政府、保險機構或存款保障計劃的負責、保證、承保或保障。投資產品帶有風險，包括可能導致本金損失。
2. 本人 / 吾等授權銀行(代表本人 / 吾等處理上述投資產品申請及於上述本人 / 吾等之銀行戶口扣除或存入交收總額之款項。
3. 本人 / 吾等謹指示銀行代表本人 / 吾等行事，向發行人發出投資產品指示以執行交易，而有關指示詳情載列於確認交易頁面。
4. 本人 / 吾等在此聲明，本人 / 吾等已細覽及明白有關投資產品的銷售文件，包括但並不限於資料單張、基金章程、產品資料概要及最新的財務報告（「銷售文件」），以及費用。本人 / 吾等已理解有關投資產品的性質、結構及風險及銷售文件內的所有有關內容。本人 / 吾等作出銷售文件中載述的一切必要陳述及保證，並且承諾遵行及受制於該等陳述及保證。本人 / 吾等已發出執行指示，並明白此執行指令對本人 / 吾等具有約束力，也不能撤銷。本人 / 吾等明白客戶可要求銀行提供發行人有關此投資產品的銷售文件。銀行會盡最大努力提供有關投資產品的銷售文件。銀行已建議本人 / 吾等在認購債務證券前閱讀及理解有關投資產品的銷售文件。若有關銷售文件並不存在，本人 / 吾等應停止進行有關認購。本人 / 吾等已發出執行指示，並明白此執行指令對本人 / 吾等具有約束力，也不能撤銷。
5. 雖然銀行獲授權根據本人 / 吾等的指示認購、轉換或贖回基金，而其身份是本人 / 吾等的代理人，本人 / 吾等明白，銀行在其認為有理由拒絕執行本人 / 吾等之指令的時候，將保留拒絕執行指令的權利。
6. 本人 / 吾等明白本人 / 吾等的交易指令只會在下列情況下獲得處理：
 - (i) 在認購交易中，本人 / 吾等以基金貨幣結算之結算戶口內，在發出指令時已有足夠資金；及
 - (ii) 在贖回交易中，本人 / 吾等具有以基金貨幣結算之結算戶口，以收取贖回所得款。
7. 本人 / 吾等在此聲明，戶口及服務之條款已供本人 / 吾等查閱。本人 / 吾等已確定有足夠時間細覽、明白並同意受制於戶口及服務之條款。
8. 本人 / 吾等明白任何投資產品並不適用於美國人士認購。本人 / 吾等發出指令，即表示本人 / 吾等聲明及保證本人 / 吾等不是美國人士，也並非居留於有任何限制本人 / 吾等購買或買

賣這些投資產品的司法管轄區，也不是該等司法管轄區的公民，本人 / 吾等也不受制於任何其他關於購買或買賣這些投資產品的限制或禁令。

9. 對於由銀行以第三方服務供應商之代理人身分銷售任何投資產品的程序，或在處理有關交易上，若銀行與本人 / 吾等之間產生各種合資格爭議（定義見金融糾紛調解計劃下的金融糾紛調解中心權限），銀行將與本人 / 吾等根據適用的規則進行金融糾紛調解計劃程序。然而，對於有關產品的合約條款的任何爭議，應由相關第三方服務供應商與本人 / 吾等直接解決。
10. 本人 / 吾等符合所有適用之法例、條例和規則，並符合本人 / 吾等現居地或其他適用於本人 / 吾等買賣債務證券之司法權區中訂明有關債務證券投資者的標準。此等投資並不供美國籍人士參與，亦可能不適用於其他的司法權區。
11. 本人 / 吾等同時明白，基金的風險程度於此指令作出後可隨不同因素，例如市場狀況變動或發行人信用評級有變而發生改變。
12. 本人 / 吾等明白，本人 / 吾等投資於基金並不會導致本人 / 吾等的總資產淨值投放於投資產品的風險水平過高，及即使該等基金出現完全損失，本人 / 吾等的生活亦不會受到影響。
13. 對於因申請「資本投資者入境計劃」而作出之投資，本人 / 吾等明白，銀行沒有責任確保該投資是否符合「資本投資者入境計劃」之要求，銀行也不會作出關於該投資符合「資本投資者入境計劃」之要求的陳述。對於所有「資本投資者入境計劃」相關信息（包括獲准許投資產品），客戶應參考香港特別行政區政府入境事務處之完整及最新計劃守則。
14. 分散投資是投資者作出投資決定時需考慮的一個重要因素。集中的投資配置可能比分散的投資組合帶來更大的風險。若只檢視本人 / 吾等於銀行之戶口，某些影響評估本人 / 吾等之整個投資組合是否足夠分散之因素可能並不明顯，因此，本人 / 吾等應謹慎檢視本人 / 吾等之整個投資組合，以確保其處於本人 / 吾等可承受之風險程度之內，並且符合本人 / 吾等之投資目標，包括關於分散資產及發行人之目標。本人 / 吾等可聯絡客戶經理或銀行分行，討論資產配置及可減低集中投資配置之風險及 / 或波動性的策略。
15. 本人 / 吾等理解及接受網上投資平台提供的投資產品及服務可能受到限制。
16. 如此交易是由銀行作出建議但並未反映於確認交易頁面的交易分類，或本人 / 吾等對有關投資於本產品的風險或本產品是否適合本人 / 吾等有任何疑問，本人 / 吾等應停止進行有關交易及聯絡本人 / 吾等之客戶經理或親臨銀行分行。
17. 本人 / 吾等明白，如遇上系統故障，本人 / 吾等已發出之指令將可能無法執行。本人 / 吾等可透過以下發出交易指令：聯絡銀行或前往銀行各分行辦理。
18. 本人 / 吾等明白提交交易指令前，本人 / 吾等已檢視本人 / 吾等的情況以及給予銀行相關準確及最新的資料。如上述資料有所改變，本人 / 吾等應立即通知銀行。

C. 適用於基金交易

1. 除了基金交易之種類屬於由銀行建議的交易，網上投資平台提供的所有資料均僅為參考資料，並不旨在構成投資招攬或推薦。如基金交易之種類屬於由銀行建議的交易，這代表該基金投資交易是由銀行作出的推薦或建議。
2. 本人 / 吾等明白基金投資並非銀行存款，投資帶有風險，亦可能導致本金損失。基金價格可升可跌。過往業績不可作為日後基金表現的準則。投資於非本地貨幣結算的基金將受匯率波

動的影響，可能導致本金出現虧損。除非 特別聲明，否則此等投資並未獲得任何花旗集團組織、任何當地政府、保險機構或存款保障計劃承擔責任、提供保證、保險或保障。

3. 本人 / 吾等明白此等基金是發行人的產品，銀行乃以代理人身份根據本人 / 吾等的指示認購 / 轉換 / 贖回基金。本人 / 吾等明白，一個或多個花旗集團組織可能就認購 / 轉換 / 贖回基金以不同身份行事。基金公司 / 交易對手將會因銀行提供銷售服務而向其支付佣金。該等佣金之計算視乎個別基金而定。花旗集團之銷售人員與僱員可能就本人 / 吾等認購 / 轉換 / 贖回基金而支付或收取費用、佣金或其他報酬（可以是現金或實物）。
4. 本人 / 吾等明白銀行並不是獨立的中間人，因銀行可能就向本人 / 吾等分銷的投資產品於其他方（包括基金公司）收取費用、佣金、回扣或其他金錢收益。有關詳情，本人 / 吾等 需留意銀行於本人 / 吾等進行投資產品交易或之前向本人 / 吾等的金錢收益披露及講解。銀行亦可能向其他方收取非金錢收益，或跟其有緊密或法律或經濟上的關係。
5. 除有關基金公司另有說明外，基金一般適合作為中長期投資。
6. 本人 / 吾等明白，投資涉及風險。這些風險包括但不限於市場風險、集中風險、中小型公司風險、投資於債務證券之風險、投資於高息債券之風險、具有某些特點的債券之相關風險、預付款項與延期風險、新興市場風險、衍生工具風險、交易對手違約風險、流動性風險、貨幣風險、貨幣對沖類別風險、資本增長風險、股息分派相關風險及基金策略之相關風險等。
 - a. 基金價格或會因應多種市場及經濟變化，包括但不限於利率、匯率、發行人或保證人信用評級、通脹等變化以及投資市場普遍下滑等情況而出現波動。
 - b. 基金可能集中投資於一個或多個國家、行業組別及 / 或特定種類的專門性投資工具，以致會削弱分散風險的作用。與多元化基金相比，此等基金的資產淨值或會較為波動。
 - c. 某些基金可能會投資於中小型公司，而因為中小型公司股價的潛在波動較大，這些基金的價值可能比其他基金較為波動。
 - d. 某些基金可能會投資於由不同公司、政府及其他實體發行的貸款及債券，因此該等基金將承受個別發行人或擔保人未能履行該等債券的償還或其他責任的風險。
 - e. 市場利率變動會影響基金持有之債券的價值。一般來說，利率上升時，債券的市值會下跌。
 - f. 如基金所投資的債券或該債券的發行人或擔保人信用評別因不利市況以致被降級，則有關基金的價值亦可能會遭受負面影響。
 - g. 某些債券的二手市場可能並不活躍，令投資於該債券之基金難以甚至無法在債券到期前將之出售。
 - h. 某些基金可能會投資於未獲評級或低於投資級別的債券。該等債券一般面對較高的利率風險、信用風險和流動性風險。投資者可能須承受較大的孳息波動、買賣差價和流動性溢價，因此這些債券與較高評級債券比較，市值波動較為嚴重。
 - i. 某些基金可能會投資於按揭抵押證券及 / 或資產抵押證券。該等證券的本金是在證券的有效期內分攤歸還的。隨著利率水平轉變，此類證券的年期或會縮短或延長。
 - j. 某些基金可能會投資於新興市場，因此與投資於成熟市場的基金比較，要面對更高的風險（例如流動性風險、貨幣風險、政治風險、監管風險及經濟風險），波動性亦較高。貨幣匯率波動可能對投資的價值造成負面影響或降低回報率，這些風險在新興市場或發展中市場更為明顯。

- k. 某些基金可能會投資於金融衍生工具或結構性產品，例如信用掛鈎證券、掉期產品（包括信用違約掉期及總回報掉期）、期貨、遠期合約及期權，因此可能會涉及較高的交易對手、流動性及市場等風險。基金為了對沖或提高投資組合管理效率而運用衍生工具的措施可能失效，並導致基金蒙受重大虧損。投資於該等基金前，投資者應確保有足夠淨資產承擔風險及潛在損失。
 - l. 投資或會受到有關發行人或擔保人之信用及違約風險影響。
 - m. 此等基金可投資於交易量或會隨市場情緒顯著波動之工具。基金作出之投資或會在市場情勢發展及投資者觀感逆轉時變得流動性減低。
 - n. 此等基金可能會持有非以其當地貨幣計值的資產，並因此要承受匯率波動風險。
 - o. 各貨幣對沖類別可將基金之計價貨幣對沖回其計價貨幣。對沖交易的成本及所得盈虧將會反映於有關貨幣對沖類別單位之資產淨值內。此外，概無保證在採用該等對沖方法時，必能達到預期之效果。
 - p. 某些派息基金可能會以資本來支付費用及 / 或股息。此舉有可能令基金可供日後投資的資金減少，以致削弱資本增長。
 - q. 某些基金可能不會派息，改為將股息再投資在基金上，又或投資經理可能有酌情權決定是否動用基金的收入及 / 或資本作分派之用。此外，分派收益高並不意味投資者的總投資可取得正數回報或高回報。
 - r. 基金的表現成功與否取決於投資經理採用的資產配置策略及作出的投資決策，但不能保證其策略或決策必會產生預期結果。
 - s. 基金將承受提前終止的風險，以致於出售或分派時或會導致基金蒙受虧損。
 - t. 某些基金可能會向投資經理支付績效費。該績效費可能會以未變現收益支付，此舉亦可能會鼓勵投資經理作出較高風險或較具投機性的投資。
7. 本人 / 吾等明白，於買賣基金單位時，本人 / 吾等或須繳付認購費、轉換費、贖回費、管理費、託管費、信託費、績效費、行政費、註冊費及在基金章程內所描述的其他費用及收費。
8. 本人 / 吾等明白，銀行可向資產管理公司收取 A 類基金之實際（給予任何折扣後）首次認購費的全數回扣。銀行可就 B 類基金認購交易，向資產管理公司收取不高於認購金額 4% 的回扣。就本人 / 吾等持有之基金，銀行每年可向基金公司收取不高於年度基金管理費 60% 的回扣。該回扣是按本人 / 吾等持有之基金的平均資產淨值計算。銀行將接受資產管理公司提供之市場營銷贊助。銀行可能酌情向本人 / 吾等提供 A 類基金和機構性及高資產值投資者股份類別基金之首次認購費折扣優惠。此投資交易所需之款項由交易指令發出日起將不會獲取任何存款利息。
9. 本人 / 吾等明白基金實際交易日、結算日、股息記錄日、股息率及基金淨值都以基金公司公告為準。
10. 本人 / 吾等明白，大部分零售投資產品之風險評級為 1 至 4 級，零售槓桿投資產品之風險評級為 5 級，其他風險評級為 5 或 6 級之投資產品只適合專業投資者 (定義見第 571 章《證券及期貨條例》以及相關條例)。

11. 只適用於高息債券基金

本人 / 吾等明白本人 / 吾等投資於高息債券基金將承受以下額外風險：

投資於高息債券之風險

- a. 投資於高息債券基金將承受債券相關之風險。
- b. 投資於由公司、政府及其他實體所發行的貸款和投資級別、非投資級別、無評級債券之債券，將要承受個別發行人或保證人不履行此等債券的還款或其他責任的風險。
- c. 市場利率變動，會影響基金持有之債券的價值。一般來說，利率上升時，債券的市值會下跌。
- d. 如基金投資的債券或債券發行人 / 保證人的信用評級因不利市況被降級，基金的價值亦可能會遭受負面影響。
- e. 經濟下滑時，因 (i) 投資者會較為審慎，不願承擔風險，以及 (ii) 違約風險加劇，故此高息債券價值的跌幅往往會較投資級別債券為大。
- f. 某些債券並無活躍的二手市場，以致投資於該等債券之基金會難以甚至無法在債券到期前將之出售。
- g. 高息債券的評級通常低於投資級別，或不獲評級，因此一般具較高的利率風險、信用風險和流動性風險。該等債券可能具有較大的孳息波幅、買賣差價和流動性溢價，因此其市值波幅亦較高。
- h. 某些高息債券基金可能會以資本來支付費用及 / 或股息。此舉有可能令基金可供日後投資的資金減少，削弱資本增長。
- i. 某些高息債券基金可能不會派息，改為將股息再投資在基金上，又或投資經理可能有酌情權決定是否動用基金的收入及 / 或資本作分派之用。此外，分派收益高並不意味投資者的總投資可取得正數回報或高回報。

具有某些特點的債券之相關風險

- a. 某些高息債券基金可能投資於具有若干特點及風險之債券，投資時須格外注意。這些債券包括（但不限於）永續債券、後償債券、可贖回債券及可換股債券等。某些債券可能具有浮息及 / 或延遲派付利息條款，或可延遲到期日。某些債券可能具有或然撇減或彌補虧損特點。

12. 只適用於認購或轉換至富達 / 景順 / 聯博 / 駿利之基金

本人 / 吾等明白，有關基金公司要求銀行代為監察本人 / 吾等之基金交易情況。若發現本人 / 吾等在短時間內對該公司之基金進行頻繁交易，本人 / 吾等往後購入或轉入該基金公司之基金之交易指示可能會被拒絕。

13. 只適用於同一間基金公司不同貨幣之轉換交易

除一般基金面對的投資風險外，轉換至同一間基金公司之其他貨幣類別有機會承受額外之外匯風險。貨幣匯率可受眾多市場因素所影響，如利率、通脹預期及相關貨幣國家的經濟及政治狀況。若外匯走勢轉向，本人 / 吾等將會承受重大損失。

本人 / 吾等了解銀行亦有提供其他外匯投資產品包括透過「外幣優惠戶口」或進行「外匯買賣」等。本人 / 吾等明白透過同一間基金公司轉換一般會被收取轉換基金總值的 1% 為手續費，本人 / 吾等所涉及之成本較銀行提供的「外幣優惠戶口」或進行「外匯買賣」高。

基金轉換所涉及之匯率及兌換時間將由相關基金公司決定，可能與現時匯價不同。

14. 只適用於人民幣計價基金

本人 / 吾等明白，於基金贖回時，有機會未能以人民幣收回所有贖回金額。基於人民幣外匯管制及其他相關限制，發行人未必能夠於短時間內準備足夠的人民幣作交付用途。本人 / 吾等明白，因投資受利率波動影響，人民幣產品的回報及表現也可能會面對不利影響。本人 / 吾等明白，人民幣現時並非自由兌換的貨幣；透過香港的銀行兌換人民幣須受若干限制。實際的兌換安排須取決於當時的限制而定，以人民幣計值的投資的流動性可能會受到負面影響。人民幣匯率可升可跌，有關當局所實施的外匯管制亦可能對適用匯率造成不利的影響。本人 / 吾等進行人民幣兌換 / 交易的匯率是人民幣離岸匯率。基金轉換所涉及之匯率及兌換時間將由基金公司決定，可能與即期匯價不同。對於不直接投資於中國內地的人民幣產品而言，可供其選擇的中國境外人民幣相關投資可能有限。該等限制可能對有關人民幣產品的回報及表現有不利影響。

D. 只適用於由花旗集團組織管理及 / 或發行之基金

本人 / 吾等明白，此等投資產品為花旗集團之聯營公司所發行及 / 或管理。

E. 適用於基金申請屬「客戶主動要求及花旗銀行沒有作出推薦或招攬」或「花旗銀行作出推薦或招攬」

1. 本人 / 吾等確認，網上投資平台乃一自動系統，以自動方式處理交易指令和指示本人 / 吾等確認，本人 / 吾等乃基於自己的財務判斷，主動在網上投資平台發出此指令或進行此交易。本人 / 吾等已經小心衡量此項投資涉及的風險。本人 / 吾等明白，若本人 / 吾等對投資此基金所涉及的風險或者對於此基金是否適合本人 / 吾等存在疑問，本人 / 吾等即不應發出此指令或進行此交易。如有任何疑問，應聯絡銀行尋求協助。
2. 如基金交易之種類屬於非由銀行建議(「非由花旗銀行建議的基金交易」)，這代表本人 / 吾等主動要求及銀行沒有作出任何交易推薦或建議，本人 / 吾等知悉及確認以下各項：
 - a. 本人 / 吾等不欲從銀行收取任何投資建議，而本人 / 吾等明白銀行並不會表明或者保證在此網上交易平台發出交易指令或進行交易的任何投資產品是適合本人 / 吾等的。在此前提下，本人 / 吾等要求銀行執行本人 / 吾等就該基金投資交易發出的指示。
 - b. 銀行或其代理人 / 僱員概無向本人 / 吾等提供有關該交易的任何推薦或建議。銀行是按本人 / 吾等的指示行事。
 - c. 本人 / 吾等明白該基金投資交易涉及風險，其中包括但不限於投資者聲明及開戶表格所披露的戶口及服務之條款。
 - d. 本人 / 吾等完全基於本人 / 吾等對該基金投資作出的調查及獨立評估 / 估算而行事，且並無依賴銀行或其代表所發出或作出的任何聲明、保證或資料。
3. 如基金交易之種類屬於由銀行建議(「由花旗銀行建議的基金交易」)，這代表該基金投資交易是由花旗銀行作出推薦或建議，本人 / 吾等知悉及確認以下各項：
 - a. 銀行向本人 / 吾等介紹的基金，其風險程度相等或低於本人 / 吾等於投資風險評估之投資者類型及產品年期符合本人 / 吾等於投資風險評估之投資年期。銀行介紹或所選的基金是基於一系列客觀定性及定量的標準。銀行會定期檢視此標準。

- b. 本人 / 吾等有跟隨或不予理會任何銀行推薦或建議（無論是全部或部分推薦或建議）的自由。本人 / 吾等須就決定是否接受此推薦或建議和是否認購任何銀行推薦或建議的基金，本人 / 吾等完全基於本人 / 吾等的判斷和評價而進行的交易全權負責。
- c. 推薦組合的年化收益率是基於過往表現及指示性作參考作用。
- d. 銀行將按不同投資者類型推薦相對應之基金分配百分比。本人 / 吾等確認及接受該推薦因未能考慮以下情況而受到限制：(i) 本人 / 吾等在銀行及 / 或其他機構所持有的任何投資；(ii) 基於本人 / 吾等往後其他投資交易活動或市場變動而對持有之投資的比例產生變化；(iii) 本人 / 吾等的投資目標或風險承受能力有所改變；(iv) 原本銀行建議的組合配置有機會受價格變動而有所不同。

F. 適用於債務證券交易

1. 除非另作說明，該債務證券是發行人的產品，而銀行以代理人身份根據本人 / 吾等之指示買賣債務證券，並就零息債務證券 / 分割債務證券賺取最多等總共不多於其市價之指定的百分比(顯示於債券交易頁面)的費用 / 利潤，以及就其他債務證券及混合式證券賺取最多等總共不多於其面值之指定的百分比 (顯示於債券交易頁面)的費用 / 利潤。所列示的價格已計及該費用。一個或多個花旗集團組織實體或會就買賣債務證券擔任不同角色，並可能直接或間接因該等交易而收取利益或利潤。
2. 銀行並不是獨立的中介人，因本行可能就向本人 / 吾等分銷的投資產品於其他方（包括產品發行人）收取費用，佣金，回扣或其他金錢收益。有關詳情，本人 / 吾等應留意銀行於本人 / 吾等進行投資產品交易或之前向本人 / 吾等的金錢收益披露及講解。銀行亦可能於其他方收取非金錢收益，或跟其有緊密或法律或經濟上的關係。
3. 本人 / 吾等同意並承認，儘管銀行將合理地盡力代表本人 / 吾等執行債務證券交易，但倘若銀行未能買賣債務證券（不論因任何理由），則花旗集團組織概不負責向本人 / 吾等支付有關的任何利息或賠償。因此，本人 / 吾等同意並承認，一旦出現上述情況，銀行將 i) 在由本人 / 吾等作出指示的購買交易中，僅向本人 / 吾等退回上文所述的面額（不附帶應計利息或賠償）及 / 或 ii) 在由本人 / 吾等作出指示的銷售交易中，僅向本人 / 吾等退回債務證券（不附帶賠償）。
4. 透過投資於此項交易，本人 / 吾等確認本人 / 吾等接受此項投資的一切相關風險，本人 / 吾等確認本人 / 吾等已收取、閱讀及明白表列於債務證券參考條款資料及發行人有關此債務證券的發售文件（包括發行人的章程）之詳情及風險。
5. 本人 / 吾等已閱覽及明白投資風險頁面所載投資於債務證券的相關風險。本人 / 吾等承認上述風險披露並非此項交易所涉及風險的詳盡說明，因此本人 / 吾等應參考發行人的發售文件（包括發行人的章程），以了解投資於此債務證券的一切相關風險。
6. 本人 / 吾等有能評量債務證券的風險以及已按個人需要諮詢建議，本人 / 吾等亦有足夠的能力承受債務證券的風險以及認為債務證券在考慮本人 / 吾等的財務情況、投資目標及個人狀況後，該產品是適合本人 / 吾等的。
7. 本人 / 吾等亦同意，在貴行根據債券經紀賬戶及指定債券結算賬戶所適用的條款及條件所享有權利不受限制情況下，貴行有權對存入本人 / 吾等的債券經紀賬戶的債務證券獲取抵押權

益或施加其他限制，或就本人 / 吾等在貴行開立的任何賬戶中存放的款項行使留置權、抵銷權或針對本人 / 吾等而作出的同類索償權利，以獲取本人 / 吾等所欠貴行的任何金額。

8. 就投資由金融機構發行的債務證券，本人 / 吾等明白 (1) 一些國際及當地監管規例，包括但不限於巴塞爾協議III 和償付能力II，容許有關決策機構在宣告金融機構無法繼續經營時對其行使自救權力，而市場正就這些規例作出改變，並已於部分司法權區推行。(2) 在行使此自救權力的情況下，決策機構會在其管轄範圍內之負債就不同因素決定受影響之負債範圍及決定在該規例實施前所發行的債務會否受到任何程度的影響，其因素包括但不限於當時有關司法權區的法例及該受影響之債務在其銀行或銀行集團內之資本結構及優先受償權利 (在一般情況下，由於次級債務的優先受償權利低於優先債券，次級債務附帶較高風險)；及 (3) 而行使此權力可能導致該債務證券用作「自救」，即有關決策機構可全權決定該債務證券作全部或部分撇減 (在此情況下，本人 / 吾等將不能再索償撇減的金額) 或轉換成普通股份 (而相關股份亦有可能被有關決策機用作自救)。就監管規例改變，本人 / 吾等願意接受 (a) 儘管根據債務證券之條款下該債券沒有發生違約事件，本人 / 吾等亦可能會損失全部或部分最初投資的金額，及 / 或任何票息 / 利息、及 / 或任何就該債務證券進一步的索償權利；(b) 債務證券的價格及流動性可能受到不利影響；及 (c) 有關法規之改變對於不同司法權區發行之債務證券的影響或有不同
9. 「到期孳息率」屬假設性的回報率，及僅作參考之用。該回報率假設投資者購入及持有該證券至到期日。它的計算是根據參考報價及各項假設，包括：一) 發行人將於到期日贖回證券；二) 所有票息及本金將全額及按時派發；及三) 票息按「到期孳息率」進行再投資。此外，就可變票息 / 浮息證券，其計算是基於一系列預期票息，而該票息是根據相關票息週期之假設參考利率釐定。對於沒有指定到期日的證券如永續債券，此計算使用假設的「計算到期日」。此計算不考慮票息遞延或非累積之特性及 / 或發行人可全權決定是否派息的情況。投資者應注意，基於以上各項假設有可能在實際情況下未能滿足，最終之實際回報有機會大幅少於計算之回報，甚至出現虧損。
10. 本人 / 吾等明白花旗銀行沒有 / 亦不會進行任何有關其可能 (或不可能) 對環境、社會及管治 (ESG) 的相關因素而作出篩選或產品盡職審查。除非另作說明，投資招攬 (如有) 亦沒有基於任何ESG 的考慮。

G. 適用於一手市場發行之債務證券

1. 本人 / 吾等確認及明白債務證券的最終條款於本交易指示日期並未確實，有關條款(包括票息) 只有在發行日才確定。
2. 本人 / 吾等確認及同意本人 / 吾等之有關認購將受限於該債務證券之供應情況。
3. 本人 / 吾等明白如產品由花旗環球金融亞洲有限公司或其他花旗集團組織與其他包銷商共同包銷：(i) 該花旗實體是銀行的關聯公司，並已同意購買或促使買家購買有關發行人一部分債務證券，及 (ii) 銀行在法律上及事實上獨立於該花旗實體，而該花旗實體由於其聯合承銷商的身份，其利益可能與本人 / 吾等作為該債務證券申購者的利益有所分別。
4. 本人 / 吾等明白銀行可能合併不同客戶就一手市場發行債務證券之申請，及花旗銀行可自行決定以合適標準配置債務證券。因此，本人 / 吾等明白及同意本人 / 吾等可能獲得部分分配或完全不獲分配。在部分分配的情況下，本人 / 吾等要求銀行繼續代本人 / 吾等進行該部分分配(如適用)，並毋須徵求本人 / 吾等任何進一步指示。與上述有關，本人 / 吾等確認及同意

如債務證券的預期收益率(基於發行日的最終條款釐定)未能達至本人 / 吾等在交易指示所指定的預期收益率 (不包括費用) , 銀行將不會分配本人 / 吾等任何債務證券。

5. 任何由本人 / 吾等就認購債務證券時所作之陳述及保證應被視為由本人 / 吾等在每次認購時之確認。此外, 本人 / 吾等授權銀行代表本人 / 吾等向發行人及牽頭行 / 保薦人 / 包銷商作該陳述及保證。
6. 本人 / 吾等已經收到、閱讀並理解相關發行人發售文件的內容, 並承認銀行沒有審閱任何發售文件、沒有對任何發行人或產品進行任何盡職審查, 及不會就任何發售文件之內容作陳述。特別是, 銀行並不會就任何發售文件內的信息是否完整、準確、清晰、公平、沒有誤導成分作陳述。除賬戶及服務條款與細則或其他適用條款與細則另有規定外, 無論是銀行、牽頭行 / 保薦人 / 包銷商或彼等各自之聯屬公司、控制人、董事或僱員概不承擔任何責任, 或就何發售文件內容的準確性作出任何陳述。
7. 本人 / 吾等確認牽頭行 / 保薦人 / 包銷商就出售債務證券時的責任須根據合約各方有關的配售協議執行(而不是終止)。
8. 本人 / 吾等同意就有關債務證券的申購執行由銀行要求的額外配售函件及文件, 包括但不限於由牽頭行 / 保薦人 / 包銷商提供予銀行的函件。當本人 / 吾等確認給予銀行指示認購債務證券時, 該指示為完整及對本人 / 吾等認購及支付被分配的有關債務證券的義務具有約束力。本人 / 吾等進一步確認及同意, 銀行要求的時限內, 本人 / 吾等未能執行或完成由銀行就本人 / 吾等有關債務證券申購而要求的任何額外配售函件或文件, 銀行可以自行決定選擇拒絕本人 / 吾等該債務證券的認購指示, 及銀行有權向本人 / 吾等就該拒絕認購而產生的任何損失和費用索償。
9. 因本人 / 吾等違反任何適用的銷售限制或轉讓限制, 或違反購買債務證券合約, 或違反其他本協議的義務, 本人 / 吾等會按要求賠償並保持賠償銀行、牽頭行 / 保薦人 / 包銷商及彼等各自之附屬機構、人員、代理人 and 僱員任何損失或所產生之責任。在銀行並無欺詐、嚴重疏忽或蓄意違約下, 本人 / 吾等會進一步賠償銀行因有關本人 / 吾等任何申購而給予發行人或牽頭行 / 保薦人 / 包銷商任何聲明或保證所可能招致或蒙受之任何損失, 費用或責任。
10. 本人 / 吾等確認除本人 / 吾等所支付的任何費用及 / 或佣金外, 銀行亦可能從牽頭行 / 保薦人 / 包銷商就本人 / 吾等申購的債務證券獲得報酬。

H. 適用於「客戶主動要求及銀行沒有作出任何債務證券之推薦或招攬的債務證券申請」

1. 本人 / 吾等不欲收取任何投資建議, 而要求銀行執行本人 / 吾等就此債務證券發出的指示。銀行或其代理人 / 僱員概無向本人 / 吾等提供有關此債務證券的任何推薦或建議。銀行是按本人 / 吾等的指示行事。
2. 本人 / 吾等明白債務證券涉及風險, 其中包括但不限於此條款及細則及開戶表格所披露的風險。
3. 本人 / 吾等完全基於本人 / 吾等對此債務證券作出的調查及獨立評估 / 估算而行事, 且並無依賴銀行或其代表所發出或作出的任何聲明、保證或資料。

I. 不會享有第三者權利

本人 / 吾等理解及接受本協議、文件及條款中的任何適用於網上交易平台的使用，以及適用於通過網上交易平台發出的全部指令和指示的規定，不論明示或暗示，既非旨在亦不會賦予任何人如非因香港法例第623章《合約(第三者權利)條例》的條文而不會享有的任何強制執行條款的利益或權利。