帝峯證券及資產管理有限公司
EMPERIO SECURITIES AND ASSETS MANAGEMENT LIMITED

# 客 戶 協 議
# Client Agreement

附表 ：
Schedules:

1. 證券現金客戶協議
   Cash Client Agreement for Securities

2. 個人資料收集聲明
   Personal Information Collection Statement

3. 網上交易協議
   Online Trading Agreement

4. 風險披露聲明
   Risk Disclosure Statement

## 1. 現金客戶協議
## Cash Client Agreement

本協議由以下雙方於開戶表格所列日期簽訂：
THIS AGREEMENT is made on the date stated in the Account Opening Information Form between:

(1) 帝峯證券及資產管理有限公司，為一家在香港註冊成立的公司，其主要營業地址為香港北角電氣道 180 號百家利中心 28 樓，並為根據《證券及期貨條例》獲發牌進行第一類（證券交易）、第四類（就證券提供意見）及第九類（資產管理）受規管活動的法團（中央編號：BIB127）及聯交所交易所參與者(編號：2161)（「本公司」）；及
Emperio Securities And Assets Management Limited, a company incorporated in Hong Kong with its principal place of business at 28/F, AT Tower, 180 Electric Road, North Point, Hong Kong and a corporation licensed for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance with CE no. BIB127 and an exchange participant of the SEHK (No.: 2161) (the "Company"); and

(2) 當事方（「客戶」或誠如開戶表格所用的詞彙「申請人」），其名稱、地址和相關資料列於開戶表格中。
The party whose name, address and details are set out in the Account Opening Information Form (the "Customer").

鑒於：
WHEREAS

## 1. 定義 Definitions

1.1 在本協議中，以下術語將具有如下意義：
In this Agreement, the following terms shall bear the following meanings:
「帳戶」指當前或今後就本協議以客戶名義在本公司開立的任何一個或多個證券交易帳戶；
"Account" means any one or more securities trading accounts now or hereafter opened in the name of the Customer with the Company in connection with this Agreement;
「開戶表格」指本協議附表 5；
"Account Opening Information Form" means Schedule 5;
「協議」指本協議(包括開戶表格及附於本協議的各附表)，不論是原先簽訂或隨後經不時修訂或補充；
"Agreement" means this agreement, including the Account Opening Information Form and the various Schedules attached hereto, as originally executed or as thereafter from time to time amended or supplemented;
「聯營公司」就本公司而言，指身為本公司子公司或關連公司的法人團體（不論在香港或其他地方）；
"Associate" means, in relation to the Company, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere;
「獲授權人士」指在本協議中或按照本協議指定代表客戶就帳戶和交易發出指示的人士（或其中任何一人），初時指開戶表格內所列的人士；
"Authorized Person" means the persons or any of them designated in or pursuant to this Agreement to issue Instructions on behalf of the Customer in relation to Accounts or Transactions and initially the persons named in the Account Opening Information Form;
「營業日」指有關交易所開市進行交易的任何一日（星期六、星期日、公眾假日和交易所宣佈的非交易日除外）；
"Business Day" means any day on which the relevant Exchange opens for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange to be non-Business Days;
「結算所」就聯交所而言，指「香港結算/期權結算所」；就其他外國證券交易所而言，則指向該「外地證券交易所」提供類似於「香港結算/期權結算所」所提供服務的結算所；
"Clearing House" means HKSCC/SEOCH in relation to SEHK and, in relation to any other Foreign Stock

Exchange, the clearing house providing services similar to those of HKSCC/SEOCH to such Foreign Stock Exchange;
「業務代理」指代表本公司在香港或其他地方進行交易或結算的代理人，包括交易所或結算所的任何成員；
"Correspondent Agent" means anyone who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or Clearing House;
「交易所」指聯交所及任何外地證券交易所；
"Exchange" means SEHK and any Foreign Stock Exchange;
「電子服務」指網上交易協議界定的服務；
"Electronic Services" means the services as defined in the On-line Trading Agreement;
「FATCA」 或「外國帳戶稅收合規法案(Foreign Account Tax Compliance Act) 」 指(i) 1986 年美國國內收入法第 1471 至 1474 條及其關聯的法規或其他官方指引；(ii) 為有助於實施上列(i)所指的法例或指引在其他司法權區所制定的，或與美國與其他司法權區簽訂的跨政府協議相關的條約、法例、法規或其他官方指引；(iii) 為實施上列(i)或(ii)所指的法例或指引而與美國稅局，美國政府或其他司法權區的政府或稅局訂立的協議。
"FATCA" or "Foreign Account Tax Compliance Act" means (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of the legislation or guidance referred to in (i) above; and (iii) any agreement pursuant to the implementation of the legislation or guidance referred to in (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
「金融產品」指香港法例第 571 章《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約；「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約；
"Financial Products" refers to any "securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance, Chapter 571; "Leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity;
「香港」指中華人民共和國香港特別行政區；
"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
「香港交易所」指香港交易及結算所有限公司；
"HKEx" means Hong Kong Exchanges and Clearing Limited;
「香港結算」指香港中央結算有限公司；
"HKSCC" means the Hong Kong Securities Clearing Company Limited;
「指示」指由客戶或其獲授權人士根據本協議第 4.1 條規定向本公司發出的任何指示或指令；
"Instructions" means any instructions or orders communicated by the Customer or its Authorized Persons to the Company in accordance with Clause 4.1;
「證券」具有香港法例第 571 章《證券及期貨條例》附表 1 所賦予的含意；
"Securities" has the meaning assigned to it in Schedule 1 of the Securities and Futures Ordinance, Chapter 571;
「聯交所」指香港聯合交易所有限公司，包括其繼承者、受讓人以及因與其整合、合併、兼併而產生或繼續存在的任何機構；
"SEHK" means The Stock Exchange of Hong Kong Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;
「期權結算所」指香港聯合交易所期權結算所有限公司；
"SEOCH" means the SEHK Options Clearing House Limited;
「證監會」指香港證券及期貨事務監察委員會；
"SFC" means the Securities and Futures Commission of Hong Kong;
「交易」指購入、認購、出售、交換或以其他方式處置及買賣任何及所有種類證券的有關交易，包括（但不限於）證券保管、提供代名人或託管服務，以及根據或依據本協議進行的其他交易；
"Transactions" means any transactions concerning the purchase, subscription, sale, exchange or other disposal

of and dealings in any and all kinds of Securities on any Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefor and other transactions effected under or pursuant to this Agreement.

1.2 代表單數的詞語應包括其複數所指，反之亦然；性別指稱應包括所有性別；任何指稱個人、本公司、客戶的詞語應包括自然人、事務所或獨資企業、合夥制企業和公司，反之亦然。
Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person, the Client and the Company shall include a natural person, firm or a sole proprietorship, partnership, syndicate and corporation and vice versa.

## 2. 授權 Authority

2.1 客戶（如為法團客戶）授權予獲授權人士在與本公司進行的所有交易的相關事務中代表客戶，及代表客戶簽署與帳戶及其操作相關的所有協議和文件（包括本協議）。所有這類文件和指示對客戶具有絕對而不可推翻的約束力。客戶同意本公司有權依據獲授權人士的指示行事，直到客戶以書面通知本公司該授 權已經撤銷或變更為止。
The Customer (in the case of a corporation) authorizes the Authorized Persons to represent the Customer in all matters in relation to all Transactions with the Company and to sign on the Customer's behalf all agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Customer. The Customer agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Customer notifies the Company in writing that the authorisation has been revoked or varied.

2.2 如果客戶（如為個人客戶）有意指定獲授權人士，則客戶除填寫開戶表格外，還應以本公司規定或接受 的格式向本公司提交正式簽署的授權書或其他類似的委任文件。客戶同意本公司有權依據獲授權人士的指示行事，直到客戶以書面通知本公司該授權已經撤銷或變更為止。
If the Customer (in the case of an individual) wishes to appoint Authorized Persons, the Customer shall in addition to completing the Account Opening Information Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company. The Customer agrees that the Company is entitled to act on the Instructions of the Authorized Person until the Customer notifies the Company in writing that the power of attorney has been revoked or varied.

2.3 客戶確認並同意，客戶對所有交易負有完全責任，本公司僅負責交易的執行、結算和進行，且對任何介紹公司、投資顧問或其他第三方有關帳戶或帳戶內任何交易的任何行為、行動、陳述或聲明概不承擔任何義務和責任。本公司不會對客戶進行的交易的合適性承擔責任。本公司亦不會對任何交易的盈利能力、稅項、法律和會計後果承擔責任。
The Customer acknowledges and agrees that the Customer retains full responsibility for all Transactions and the Company is responsible only for the execution, clearing, and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. The Company is not responsible to the Customer with respect to the suitability of the Transaction. Nor is the Company responsible for the profitability, tax, legal or accounting consequences of any Transactions.

2.4 客戶授權本公司指示本公司有絕對酌情權選擇的業務代理執行交易；客戶確認，該業務代理的業務條款 以及進行該交易及結算的任何交易所與結算所的規則，均適用於這類交易，並對客戶具有約束力。
The Customer authorizes the Company to instruct such Correspondent Agent as the Company may in its absolute discretion select to execute Transactions and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Customer.

## 3. 佣金，收費和利息 Commissions, Charges and Interest

3.1 對於所有交易，凡與為客戶完成的任何交易有關的本公司佣金和費用（經不時通知客戶）、交易所或結算所徵收的所有適用徵費、經紀佣金、印花稅、銀行費用、過戶費、利息及代名人或託管人費用，本公司獲授權在其到期應付時即時扣除。
On all Transactions, the Company is authorized to deduct the Company's commissions and charges in connection with any Transactions effected for the Customer (as notified to the Customer from time to time), all applicable levies imposed by the Exchange or Clearing House, brokerage, stamp duty, bank charges, transfer fees, interest and nominee or custodial expenses, immediately when due.

3.2 本公司有權將帳戶內所有資金，以及代客戶收取或因客戶而收到的所有資金，存入一個或多個《證券及期貨條例》所界定的認可財務機構，或根據《證券及期貨條例》另行允許的方式處理。
The Company shall be entitled to deposit all monies held in the Account and all monies received for or on the account of the Customer into one or more trust account(s) at one or more authorized financial institution(s) as defined in the Securities and Futures Ordinance or as otherwise permitted by the Securities and Futures Ordinance.

3.3 客戶需按本公司不時通知客戶的利率和其他條款，就帳戶項下所有結欠餘額（包括於任何時間因其他原 因欠本公司的任何金額）支付利息。該利息逐日累計，並應在每個日曆月的最後一天或在本公司提出付 款要求時支付。逾期未付利息將每月按複利計算及本身將產生新的利息。
The Customer shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Customer from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company. Overdue interest shall be compounded monthly and shall itself bear interest.

3.4 客戶確認及同意，本身無權就帳戶的任何貸方結餘申索或獲取任何利息。 客戶同意向本公司支付為維持客戶帳戶而可能會徵收的帳戶服務費，並據此授權本公司可從客戶的帳戶中扣除該項費用。
The Customer acknowledges and agrees that it is not entitled to claim nor be paid any interest on any credit balance on the Account. The Customer agrees to pay any account services fee that the Company may charge for the maintenance of the Customer's Account and hereby authorises the Company to debit the Customer's Account for the same.

## 4. 指示 Instructions

4.1 所有指示應由客戶（或其獲授權人士）當面或通過電話以口頭發出，或由專人送達、郵遞或其他方式以書面或以本公司不時接受的其他方法發出。
All Instructions shall be given by the Customer (or its Authorized Person) orally either in person or by telephone, or in writing, delivered by hand, by post or in such other form or by such other means as from time to time accepted by the Company.

4.2 客戶確認並同意，由(或聲稱由)客戶或其獲授權人士通過任何方法向本公司發出、而本公司已就其行事或予以依賴的任何指示，在任何時候均不可撤回，並對客戶具有約束力，不論該指示事實上是否由客戶或經客戶授權發出。
The Customer acknowledges and agrees that any Instructions given or purported to be given by any means to the Company by the Customer or by any Authorized Person and which are acted on or relied on by the Company shall at all times be irrevocable and bind the Customer, whether or not such Instructions are in fact given or authorized by the Customer. Under no circumstance the Company have any duty to enquire or verify the identity or authority of the person giving Instruction by any accepted means.

4.3 本公司在任何情況下均沒有義務查詢或核證經任何已接受的方式發出指示的人士。

The Customer acknowledges that once an Instruction has been made it may not be possible to cancel or change the Instruction.

4.4 本公司可運用其絕對酌情權及在無須提出理由的情況下，拒絕就任何特定交易代表客戶或其獲授權人士之行事。
The Company may, in its absolute discretion and without assigning any reason therefore, refuse to act for the Customer or its Authorized Person in any particular Transactions.

## 5. 交易常規 Dealing Practices

5.1 客戶就買入或賣出證券發出的當日指示，如果在相關交易所營業時間結束時，或在客戶和本公司約定的較後時限結束時仍未執行，應被視為已自動取消。
Any day order for purchase or sale of Securities placed by the Customer that has not been executed before the close of business of the relevant Exchange or such later time as the Customer and the Company may agree shall be deemed to have been cancelled automatically.

5.2 客戶授權本公司，在任何時候並以本公司的絕對酌情權決定，將客戶購入和/或出售證券的指示，與本 公司從其他客戶收到的類似指示，進行合併和/或分拆處理，以獲得更好的交易價格和/或減少指示的數量。客戶同意，如果可以獲得的證券不足以滿足如此合併後的買賣盤的數量，則實際購得或售出的證券，須按照本公司接到該等指示的先後順序，向有關客戶作分配數量。
The Customer authorizes the Company, at any time and at Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of Instructions, to consolidate and/or disaggregate the Customer's Instructions to purchase and/or sell Securities on the Customer's behalf with similar Instructions received from the Company's other customers. The Customer agrees that in the event of there being insufficient Securities available to satisfy the purchase/sell orders so consolidated, the number of Securities actually purchased/sold shall be allocated to the relevant customers in the order in which those orders were received by the Company.

5.3 客戶確認，由於交易所或交易在其中執行的其他市場的交易慣例，交易指令未必可以「最佳」或「市場」報價執行，且客戶同意在任何情況下均受本公司按客戶指示進行的交易所約束。
The Customer acknowledges that due to the trading practices of the Exchange or other markets in which Transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Customer agrees in any event to be bound by Transactions executed by the Company following Instructions given by the Customer.

5.4 在適用法律和規例及市場要求的規限下，本公司可以其絕對酌情權，在適當考慮收到指令的次序後，決定執行客戶指令的優先次序，且就本公司執行本公司所收到的指令而言，客戶並非享有優先於任何另一客戶的權利。
Subject to applicable laws and regulations and market requirements, the Company may in its absolute discretion determine the priority in the execution of its customers' orders, having due regard to the sequence in which such orders were received, and the Customer shall not have any claim of priority to another customer in relation to the execution of any order received by the Company.

5.5 除另有約定外，就每項交易而言，除非本公司已代客戶持有現金或證券以進行交易結算，否則客戶應在 本公司就該交易通知客戶的有關時間內，向本公司支付經結清的款項（包括以港幣以外的其他貨幣支付），或向本公司交付已繳清股款、其所有權有效和良好且其形式為可以交付的證券。客戶如未能完成結算，應就因此導致的損失或費用向本公司承擔責任。
Unless otherwise agreed, in respect of each Transactions, unless the Company is already holding cash or Securities on the Customer's behalf to settle the Transactions, the Customer shall pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Company Securities which are fully paid with valid and good title and in deliverable form by such time as the Company has notified the Customer in relation to the Transactions. The Customer shall be responsible to

the Company for any losses and expenses resulting from the Customer's settlement failures.

5.6 客戶向本公司付款後，應該通過將該付款的書面憑證交付給本公司向本公司作出即時通知。客戶確認，在本公司收到該通知之前，該付款可能不會被記入客戶的帳戶內或反映在任何帳戶結單內。
The Customer shall immediately notify the Company after payment of funds to the Company by delivering to the Company written evidence of such payment. The Customer acknowledges that payment of funds to the Company may not be accredited to the Customer's Account or reflected in any account statement until such notification is received by the Company.

5.7 帳戶應以港元或本公司和客戶雙方不時議定的其他貨幣開立。如客戶指示本公司以港元以外的其他貨幣完成任何交易，因相關貨幣的匯率波動而導致的任何利潤或損失將由客戶獨自享有或承擔。如因本公司履行本協議下的任何行動或步驟而需要進行貨幣兌換，本公司可以按本公司的絕對酌情權，決定執行的 方式及時間。客戶授權本公司從客戶的帳戶中扣除貨幣轉換過程產生的任何費用。本公司保留絕對權利及酌情權，可以在任何時候拒絕接受客戶關於貨幣轉換的任何指示。
The Account shall be in Hong Kong dollars or such other currencies as the Company may agree from time to time with the Customer. In the event that the Customer instructs the Company to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of the Customer solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under this Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide. The Customer authorises the Company to debit the Customer's Account for any expenses incurred in effecting the currency conversion. The Company reserves its absolute right and discretion at any time to refuse to accept any Instructions from the Customer in relation to currency conversion.

5.8 客戶確認，客戶與本公司之間的電話或其他形式的通訊，可以在沒有給予任何警示訊息的情況下予以記錄，或以其他電子方式予以監聽，並且在發生爭議時，該等錄音可用作指示的最終和決定性證據。雖然 這些錄音帶仍屬本公司財產，本公司可應客戶要求向客戶提供該等錄音帶的拷貝，費用由客戶支付。如果本公司聘用業務代理服務，本公司有權(為本身)接受並保留本公司就代表客戶向業務代理提供任何業務而可能收到的任何佣金或回扣。
The Customer acknowledges that telephone calls or other forms of communication between the Customer and the Company may be recorded or otherwise electronically monitored without any warning messages and that the record may be used as final and conclusive evidence of the Instructions in case of disputes. While such tapes will remain the property of the Company, the Company will provide to the Customers on the Customer's request and at the Customer's expense a copy of such tape. If the Company engages the service of Correspondent Agents, the Company shall be entitled to accept and keep, for its own account, any commission or rebate which the Company may receive in respect of any business the Company supplies to them on behalf of the Customer.

5.9 依據本協議，本公司在進行交易的過程中以客戶代理人的身份行事，除非本公司（在有關交易的成交單據中或以其他方式）表明本公司以當事人身份行事。為免生疑問，特此聲明：在買賣大阪取引所、紐交所、滬港通、新交所、東交所、TSX、證交所的股票及中華人民共和國 B 股中，本公司將在業務代理維持一個綜合帳戶。
The Company will act as the Customer's agent in effecting transactions pursuant to this Agreement unless the Company indicates (in the contract note for the relevant transaction or otherwise) that it is acting as principal. For the avoidance of doubt, in the case in any trading of shares of OSE, NYSE, Shanghai-Hong Kong Stocks Connect, SGX, TSE, TSX, TWSE and B shares in The People's Republic of China, the Company will be maintaining an omnibus account with the Correspondent Agents.

## 6. 沽空 Short Selling

6.1 客戶承諾不會通過本公司達成任何沽空指示（例如，指示出售客戶當前不擁有或只因借入此證券

才有權擁有的證券）。
The Customer undertakes that it will not effect any short selling order (for example, an order for sale of Securities to which the Customer does not presently own or is entitled to only as a result of borrowing these Securities) through the Company.

## 7. 利益衝突 Conflict of Interest

7.1 客戶確認並同意，本公司及其董事、高級職員或僱員及其業務代理可以為其本身或聯營公司進行交易。
The Customer acknowledges and agrees that the Company, its directors, officers or employees and its Correspondent Agent may trade on its/their own account or on the account of an Associate.

7.2 本公司有權（不論是為本公司或代表聯營公司或其其他客戶）購入、出售、持有或買賣任何證券，或建立與與客戶指令相反的持倉。
The Company is authorized to buy, sell, hold or deal in any Securities or take the opposite position to the Customer's order whether it is on the Company's own account or on behalf of an Associate or its other customers.

7.3 本公司獲授權將客戶的指令與其他客戶的指令進行對盤交易。
The Company is authorized to match the Customer's orders with those of other customers.

7.4 本公司獲授權就本公司或其聯營公司持倉的證券或以包銷商、保薦人或其他身份涉及其中的證券進行交易。
The Company is authorized to effect Transactions in Securities where the Company or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

7.5 在本條中所述任何情況下，本公司並無義務對客戶說明所得利潤或利益。
In any of the situations referred to in this Clause the Company shall not be obliged to account to the Customer for any profits or benefits obtained.

## 8. 客戶身份 Customer Identification

8.1 如果客戶為其委託人（不論是否為全權委託）進行在聯交所上市的證券或相關衍生工具的交易，不論以 代理人身份還是以受託人身份與其委託人進行對盤交易，客戶特此同意，凡本公司收到來自聯交所和/ 或證監會（「香港監管機構」）查詢的任何交易，下列條款一律適用：
If the Customer effects Transactions in Securities listed on the SEHK or in derivatives related thereto for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Customer hereby agrees that, in relation to any Transaction where the Company has received an enquiry from the SEHK and/or the SFC (the **"Hong Kong regulators"**), the following provisions shall apply.

8.2 在下文的規限下，客戶在收到本公司的要求（該要求應列出香港監管機構的有關聯絡詳情）時，應立即 將所進行交易的委託人以及該交易的最終實益擁有人（就客戶所知）的身份、地址、職業和聯絡方法詳 情通知香港監管機構。客戶還應該將最初開展交易的任何第三方（如果不是委託人/最終實益擁有人） 的身份、地址、職業和聯絡方法詳情通知香港監管機構。
Subject as provided below, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the Transactions was effected and (so far as known to the Customer) of the person with the ultimate beneficial interests in the Transactions. The Customer shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transactions.

8.3 如果客戶知悉其委託人以中介人身份為該委託人的有關主顧行事，但客戶並不知道（交易乃為其進行的）該有關主顧的身份、地址、職業和聯絡方法詳情，則客戶應確認：
If the Customer is aware that its client is acting as intermediary for its underlying clients, and the Customer does not know the identity, address, occupation and contact details of the underlying client for whom the Transactions was effected, the Customer confirms that:

(i) 客戶已經與其委託人達成安排，讓客戶有權在有關要求提出後立即從其委託人處取得本協議第 8.1 和 8.2 條所列出的資料或促使該等資料如此取得；及
it has arrangements in place with its client which entitle the Customer to obtain the information set out in Clauses 8.1 and 8.2 from its client immediately upon request or procure that it be so obtained; and

(ii) 在本公司就有關交易提出要求時，客戶將從速要求其指示進行交易的委託人提供本協議第 8.1 和 8.2 條所列出的資料，並在收到其委託人的該等資料後盡快提供給香港監管機構或促使他人如此提供該等資料。
it will, on request from the Company in relation to a Transaction, promptly request the information set out in Clauses 8.1 and 8.2 from the client on whose Instructions the Transactions was effected, and provide the information to the Hong Kong regulators as soon as it has received the same from its client or procure that it be so provided.

8.4 即使本協議終止，本條中所列規定依然有效。
The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

## 9. 保密 Confidentiality

9.1 本公司將為帳戶有關的資料保密，但可能有義務在未經客戶同意或未通知客戶的情況下，將任何該等資 料提供給交易所和證監會或任何其他監管當局（包括海外監管當局）以遵守上述機構對資料的規定或要 求，以及將任何該等資料提供給本公司的任何分行或聯營公司。
The Company will keep information relating to the Account confidential but may be obliged to provide any such information to the Exchange and the SFC or any other regulatory authority (including overseas regulatory authorities) to comply with their requirements or requests for information, and to any of the Company's branches or Associates, without any consent from or notification to the Customer.

9.2 在個人客戶而言，本公司須遵從監管個別人士個人資料使用的《香港個人資料（隱私）條例》。本公司 有關個人資料使用的政策和慣例載於本協議附表 2。客戶確認其已完全明白及接受載於附表 2 內的條款。
Where the Customer is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Schedule 2 to this Agreement and the Customer acknowledges that it fully understands and accepts the provisions in Schedule 2.

## 10. 證券的保管和處置 Safekeeping and Disposal of Securities

10.1 客戶委任本公司為客戶的託管人，為客戶提供證券託管服務。客戶同意，未經本公司事先書面同意，不會將構成任何帳戶的一部份的任何證券和資金予以按揭、抵押或出售、或就其授出選擇權，或以其他方式將其買賣。
The Customer appoints the Company to act as custodian for the Customer to provide custody of Customer's Securities. The Customer agrees not to pledge, charge, sell, grant an option or otherwise deal in any Securities or money forming part of any Account without the prior written consent of the Company.

10.2 對於本公司在香港代客戶保管而持有的任何證券，本公司可按其全權酌情權決定進行以下處置：
Any Securities held in Hong Kong by the Company for safekeeping on behalf of the Customer may, at the Company's sole discretion:

(i) （如為可登記證券）以客戶的名義或本公司代名人的名義進行登記；或
(in the case of registrable Securities) be registered in the name of the Customer or in the name of the Company's nominee; or

(ii) 以安全保管方式存放在《證券及期貨條例》所界定的認可財務機構、核准保管人或另一獲 證監會發牌進行證券交易的中介人在香港開立的獨立帳戶，而該帳戶是指定為信託帳戶或 客戶帳戶的獨立帳戶。
be deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Securities and Futures Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong.

10.3 若本公司按本條持有證券作安全保管，本公司本身應當或應當促使本公司指定的代名人或託管人：
Where Securities are held by the Company for safekeeping pursuant to this Clause, the Company shall itself, or shall procure any nominee or custodian appointed by it to:

(i) 將該證券產生的任何股息或其他收益收集及貸記入客戶帳戶，或按客戶的約定將有關付款給予客戶。如果證券構成本公司代本公司的委託人持有的、數量較大的相同證券持倉量的一部份，客戶有權享有的從該持倉量產生的利益的份額，與客戶持倉量佔該總持倉量的比 例相同。如果股息以現金股息或其他形式派發，而客戶沒有事先以書面提出不同的指示， 即等同授權本公司代客戶選擇及收取現金股息；及
collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Customer as agreed with the Customer. Where the Securities form part of a larger holding of identical Securities held for the Company's clients, the Customer is entitled to the same share of the benefits arising on the holding as the Customer's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Customer the cash dividend in the absence of contrary prior written Instruction from the Customer; and

(ii) 遵從客戶的指示（該等指示應及時向本公司發出，讓公司可以作出必要安排），行使上述證券所附有或授予上述證券的任何投票權或其他權利。但如果對上述權利的行使須支付或 發生任何償付或費用，則本公司或其代名人不會遵從客戶發出的任何有關指示，除非及直 至本公司已收到行使上述權利所需繳付的款項。
comply with any directions, which would have to be timely given to the Company to enable it to make the necessary arrangements, from the Customer as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any directions received from the Customer unless and until it receives all amounts necessary to fund such exercise.

10.4 本公司及其代名人均無義務向客戶交回與其從客戶處收到或代客戶收到的證券完全相同的證券，但可在客戶開戶的本公司辦事處向客戶交付同樣數量、種類和形式的證券。
The Company and its nominee are not bound to redeliver to the Customer the identical Securities received from or for the Customer but may redeliver to the Customer, at the office of the Company at which the Account is kept, Securities of like quantity, type and description.

10.5 本公司根據本條為客戶保管的證券均為在客戶獨自承擔風險的前提下由本公司代為持有，及本公司不會對客戶因此而遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由本公司單

方面故意失責 或欺詐行為直接導致並經證明如是。
Securities held by the Company for safekeeping pursuant to this Clause are held by the Company at the sole risk of the Customer and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Customer in connection hereof unless such loss or damage has been caused as a direct consequence of (and proven to be so) wilful default or fraud on the part of the Company.

## 11. 違約事件 Events of default

11.1 任何下列事件均構成違約事件（「違約事件」）：
Any one of the following events shall constitute an event of default (**"Event of Default"**):

(i) 在本公司提出要求或在到期日時，客戶未支付本協議項下任何應付給本公司或其聯營公司的任何存款或其他款項、或未向本公司提交本協議項下任何文件，或者未向本公司交付任何本協議項下證券；
the Customer's failure to pay any deposits or any other sums payable to the Company or its Associates or submit to the Company any documents or deliver any Securities to the Company hereunder, when being called upon to do so or on due date;

(ii) 客戶未適當履行本協議的任何條款，及未遵守有關交易所和/或結算所的任何附屬條例、規則和規例；
default by the Customer in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;

(iii) 客戶被人申請破產或清盤，或其他針對客戶的類似法律程式啟動； 客戶（如為個人客戶）去世或客戶被司法裁定精神失常或無行為能力或神智不清； 客戶被施加或強制執行任何扣押令、執行書或其他法律過程； 客戶在本協議或任何文件中向本公司作出的任何陳述或保證乃或變成不實或誤導；
the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Customer; the death of the Customer (being an individual) or the Customer is judicially declared insane or incompetent or of unsound mind; the levy or enforcement of any attachment, execution or other process against the Customer; any representations or warranty made by the Customer to the Company in this Agreement or in any document being or becoming incorrect or misleading;

(iv) 客戶（指有限公司客戶或合夥公司客戶）簽訂本協議所必需的任何同意、授權或董事會決議被部份或全部撤銷、中止、終止或不再具有十足效力及作用；及
any consent, authorization or board resolution required by the Customer (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and

(v) 發生依本公司獨自判斷認為會危及本公司在本協議中任何權利的任何其他事件。
the occurrence of any other events which, in the sole opinion of the Company, might jeopardise any of its rights under this Agreement.

11.2 如果發生違約事件，本公司有權毋須進一步通知客戶即採取以下行動而無損本公司對客戶的任何其他權利或補償：
If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Customer and without further notice to the Customer, the Company shall be entitled to:

(i) 立即結束帳戶；
immediately close the Account;

(ii) 終止本協議的全部或任何部份; 取消任何或所有未完成的指令和代表客戶所作的任何其他承諾; 結束本公司和客戶之間的任何或所有合約，在短倉時經有關交易所購入證券為客戶平倉，或經有關交易所出售證券以結清客戶的任何長倉；
terminate all or any part of this Agreement; terminate all or any part of this Agreement; cancel any or all outstanding orders or any other commitments made on behalf of the Customer; close out any or all contracts between the Company and the Customer, cover any short position of the Customer through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Customer through the sale of Securities on the relevant Exchange(s);

(iii) 處置本公司為客戶或代表客戶持有的任何或所有證券，並用處置證券所得款項以及客戶的任何現金存款償還欠本公司及其聯營公司的未清餘額，包括本公司轉讓或出售客戶帳戶內所有或任何證券或財產，或為完善對該等證券或財產的所有權而恰當地產生的所有成本、費用、法律費用及其他開支，包括印花稅、佣金及經紀佣金；
dispose of any or all Securities held for or on behalf of the Customer and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto; borrow or buy any Securities required for delivery in respect of any sale effected for the Customer; and

(iv) 就已代客戶進行的任何出售，借入或購入交收所需的任何證券；及 根據條款第 14 條，合併、整合和抵銷客戶的任何或所有帳戶。
combine, consolidate and set-off any or all accounts of the Customer in accordance with Clause 14.

11.3 如果發生違約事件，客戶根據本協議應付或結欠本公司的所有款項應即時成為到期應付。若根據本條出售任何證券：
All amounts due or owing by the Customer to the Company under this Agreement shall become immediately due and payable if an Event of Default occurs. In the event of any sale pursuant to this Clause:

(i) 如果本公司已經作出適當努力以當時可得到的市場價格出售或處置全部或任何部份證券，則本公司毋須對因此產生的任何損失（不論如何產生）負責；
the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;

(ii) 本公司有權按其全權酌情權以當時可得到的市場價格，為其本身保留或向其他人出售或處置全部或任何部份證券，而毋須為因此產生的任何損失（不論如何產生）負責，亦毋須就本公司和/或任何聯營公司賺得的任何利潤作出交代；及
the Company shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its sole discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Associates; and

(iii) 如果出售證券獲得的淨收益不足以彌補客戶欠本公司款項的未付餘額，客戶同意向本公司付其不足部份。
the Customer agrees to pay to the Company any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Customer to the Company.

## 12. 協議的終止 Termination

12.1 任何一方只要在不少於 3 個營業日前向另一方發出書面通知，均可在任何時候終止本協議。如果發生下列的一種或多種情況，本公司也可立即終止本協議：
Either party may terminate this Agreement at any time by giving the other party no less than 3 Business Days' notice in writing. The Company may also terminate this Agreement with immediate effect upon the occurrence of any one or more of the following events:

(i) 客戶給予本公司載於本現金客戶協議第 10.6 條內的授權被撤回或有效期屆滿（或客戶被要求續期時）未加以續期；或
the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Customer's authorization to the Company as contained in Clause 10.6 of this Cash Client Agreement; or

(ii) 客戶撤回按第 10.1 條所作出的委任，不再委任本公司作為客戶的託管人。
the withdrawal of the Customer's appointment of the Company as the Customer's custodian in Clause 10.1.

12.2 按本條規定終止協議，不影響本公司根據本協議在終止前已進行的任何交易。本協議依據本條終止時，客戶在本協議及任何根據本協議設立的帳戶項下應付或結欠本公司的所有款項 將立即轉成到期應付。儘管客戶有任何相反的指示，本公司將不再負有根據本協議各項條款的規定代表客戶買賣證券的任何責任。
Upon termination of this Agreement under this Clause, all amounts due or owing by the Customer to the Company under this Agreement and any Accounts established pursuant hereto shall become immediately due and payable. The Company shall cease to have any obligations to purchase or sell Securities on behalf of the Customer in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Customer to the contrary.

12.3 本協議終止時，本公司可出售、變現、贖回、清算或以其他方法處置全部或部份證券，以償還客戶結欠本公司的所有債務，在此情況下，條款第 11.3 條的規定將適用於該項出售。
Upon termination of this Agreement, the Company may sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities to satisfy all indebtedness of the Customer to the Company, in which case, Clause 11.3 shall apply to any such sale.

12.4 本公司根據本條出售、變現、贖回、清算或以其他方法處置所獲得的任何現金淨額應貸記入帳戶；在先 行扣除到期或結欠的所有金額和款項，及其他已累計或正在累計、應付給本公司而仍未支付的債務（不 論是實有的或者或有的，現時的或者將來的）後，或為前述各項作出撥備後，所有帳戶的淨結存餘額（如有）應退還給客戶。所有未變現或未處置的證券，連同本公司持有的任何有關的所有權文件都應交付給客戶，而有關風險和費用則由客戶獨自承擔。
Any net cash proceeds received by the Company pursuant to a sale, realization, redemption, liquidation or other disposal under this Clause shall be credited to the Account and the net credit balance on the Account (if any) shall be returned to the Customer, after first deducting or providing for all monies and sums due or owing and other outstanding liabilities accrued or accruing due to the Company (whether actual or contingent, present or future or otherwise). All Securities not realized or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Customer at the Customer's sole risk and expense.

12.5 根據本條，運用所得現金和扣除任何款項後，如果帳戶存在借方餘額，客戶應當立即向本公司支付相等 於該帳戶借方餘額的款項，另加本公司墊支這筆資金成本的款項，而墊支成本則按本公司已通知客戶的方法計算至本公司實際全數收到該付款之日（不論是在任何判決之前或之後）。
If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this Clause, the Customer shall immediately pay to the Company an amount equal to such debit balance together with the Company's cost of funding such amount as notified to the Customer by the Company up to the date of actual receipt of full payment by the Company (after as well as before any

judgement).

12.6 為本條的目的所需，本公司可就每一個案按相關外匯市場（由本公司依其絕對酌情權決定）在相關日期（由本公司依其絕對酌情權決定）的現貨匯率進行必要的貨幣兌換。
The Company may effect such currency conversions as are necessary for the purposes of this Clause in each case at the spot rate of exchange (as determined by the Company in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by the Company in its absolute discretion) on the relevant date.

## 13. 責任和賠償 Liability and Indemnity

13.1 本公司將盡一切合理努力遵從和執行客戶發出且本公司已接受的有關帳戶和交易的指示；但是，本公司或其任何董事、高級職員、僱員或代理人（除非已經證實是由他們或他們之中任何一人的欺詐行為或故 意失責所造成）均毋須對客戶因以下原因導致的任何損失、費用或損害承擔任何責任（不論是合約責任、侵權責任還是其他責任）：
The Company will use all reasonable endeavours to comply with and carry out Instructions given by the Customer and accepted by the Company concerning the Account or Transactions but neither the Company nor any of its directors, officers, employees or agents (save where it has been established that they or any of them have acted fraudulently or in wilful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Customer as a result of:

(i) 本公司無能力遵守或執行、未能或延遲遵守或執行任何上述指示或任何上述指示不明確或有瑕疵；或
any inability, failure or delay on the part of the Company to comply with or carry out any such Instruction or any ambiguity or defect in any such Instruction; or

(ii) 本公司忠誠行事或信賴客戶發出的任何指示，不論該指示是否在得到本公司或其任何聯營公司或兩者的任何董事、高級職員、僱員或代理人所提出的任何附帶提議、建議或意見後發出；或
the Company in good faith acting or relying on any Instruction given by the Customer, whether or not such Instruction was given following any incidental recommendation, advice or opinion given by the Company or any Associate or by any of its or their directors, officers, employees or agents; or

(iii) 本公司因任何非其所能控制的原因導致其不能履行其在本協議項下的責任，包括任何政府或監管機構的限制、任何交易所（或其任何部門）的關閉或裁定、買賣中止、傳輸或通訊或電腦設備出現事故或故障、郵政或其他系統罷工或其他類似工業行動、任何交易所、結算所、業務代理或其他人士未能履行其義務；或
the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Agent or other person to perform its obligations; or

(iv) 任何交易所、結算所、業務代理或其他人士因任何原因不再承認本公司以客戶名義達成的交易的存在或有效性，或未能履行任何相關合約或為任何該等合約平倉，但無論如何任何上述情況的發生不應影響與任何上述合約有關的客戶義務，也不應影響上述合約產生的客戶的其他義務或責任；或
any Exchange, Clearing House, Correspondent Agent or other person ceasing for any reason to recognize the existence or validity of Transactions entered into by the Company on behalf of the Customer, or failing to perform or close out any such contract provided always that such cessation or failure shall not affect the Customer's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Customer arising therefrom; or

(v) 任何以口頭或電子通訊方式發出的指示被錯誤理解、錯誤解釋，或電子訊息傳輸出現通信

量擁擠情況或任何其他原因導致延誤傳輸或錯誤傳輸，持續運作系統的機械性故障、技能失常、暫停或終止運作，或與通過電訊設備傳輸的指示的接收和處理有關的本公司電話或電訊系統或裝置及所有其他相關設備、設施及服務無法獲得、機械性故障或缺點。

the mis-understanding or mis-interpretation of any Instruction given or placed verbally or electronically, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or unavailability, mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and services.

13.2 客戶同意，對於因交易引起的或與交易有關，或本公司根據本協議採取或未採取行動而導致的，或客戶 違背本協議規定的任何義務導致的，且是本公司、其聯營公司和業務代理及他們的董事、高級職員、僱員和代理人（總稱「**受償人**」）中任何一個和/或全體所蒙受或發生的任何損失、費用、索償、責任或 開支（含法律費用），包括本公司在收取客戶應付本公司的任何債務或帳戶項下的未付不足之數過程中、在強制執行本公司在本協議項下的、或與帳戶結束有關的權利的過程中所合理產生的任何費用，以及 因交易導致任何交易所和/或結算所向本公司徵收的罰款，客戶都將會對受償人作出彌償且能令其一直獲得彌償。

The Customer agrees to fully indemnify and keep indemnified the Company and its Associates and its Correspondent Agents and their directors, officers, employees and agents (collectively, **"Indemnified Persons"**) against any loss, cost, claim, liability or expense, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons, arising out of or in connection with any Transactions, or otherwise arising out of any action or omission by the Company in accordance with the terms of this Agreement, or arising out of any breach by the Customer of any of its obligations under this Agreement, including any costs reasonably incurred by the Company in collecting any debts due to the Company or any unpaid deficiency in the Account, in enforcing the rights of the Company hereunder or in connection with the closure of the Account, and any penalty charged as a result of any Transaction to the Company by any Exchange and/or Clearing House.

## 14. 帳戶的抵銷、留置和合併 Set-Off, Lien and Combination of Accounts

14.1 在附加於本公司依據法律或本協議享有的任何一般留置權、抵銷權或其他類似權利且在不影響上述權利 的前提下，本公司於任何時候持有或管有的、客戶的所有證券、應收款項、資金及其他財產（由客戶個人或與他人共同持有），均受一項以本公司為受益人的一般留置權所規限，作為持續擔保，以抵銷和履行因交易或其他緣故引致的、客戶對本公司及其聯營公司負有的所有義務。

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under law or this Agreement, all Securities, receivables, monies and other property of the Customer (held by the Customer either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Customer's obligations, arising from Transactions or otherwise, to the Company and its Associates.

14.2 作為本公司依據法律或本協議享有的一般留置權或其他類似權利的附加權利，而且在不影響上述權利的 前提下，本公司為本身或作為其任何聯營公司的代理人，有權在任何時候及在不通知客戶的情況下，將客戶在本公司或其任何聯營公司開立的任何帳戶中的任何貸方餘額（如有）（不論是否客戶個人擁有或 與他人共同擁有）合併或整合，以抵銷、扣除、預扣保留及/或轉移任何該等帳戶中的資金、證券或其 他財產，以履行客戶對本公司或其任何聯營公司的義務、債務或責任，不論這些義務、債務和責任是實 有的或或有的、基本的或附帶的、有抵押的或無抵押的，共同承擔的或個別承擔的，也不論這些義務和責任是否以銀貨兩訖形式在客戶的證券買賣中產生。

In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or this Agreement, the Company for itself or as agent for any of its Associates is entitled,

at any time and without notice to the Customer, to combine or consolidate any balances standing to the credit of any of the Account of the Customer, if any, whatsoever and whether individually or jointly with others, established with the Company or any of its Associates and set off, debit, withhold and/or transfer any monies, Securities or other property in any such Account in or towards satisfaction of any of the obligations, indebtedness or liabilities of the Customer owed to the Company or any of its Associates, whether such obligations, indebtedness and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, and whether or not such obligations and liabilities arise from the purchase and sale of Securities by the Customer on a cash-against-delivery basis.

14.3 在不限制或不修改本協議一般條款的前提下，本公司可根據適用法例、規則及規例在不發出通知的情況下在任何帳戶及其聯營公司的任何其他帳戶之間轉移任何資產。
Without limiting or modifying the general provisions of this Agreement, the Company may, without notice, transfer any assets between any Accounts and any other accounts of its Associates in accordance with and pursuant to applicable laws, rules and regulations.

**15. 共同和個別責任/繼承人 Joint and Several Liability/Successors**

15.1 當客戶由兩名及以上的人士組成時：
Where the Customer comprises two or more individuals:

(i) 每一人士均對本協議項下及根據本協議開立的帳戶負有共同和個別責任；
each such individual shall be jointly and severally liable for all obligations under this Agreement and the Accounts established pursuant hereto;

(ii) 除非在開戶表格另有指示，本公司可以接受上述任何一位人士發出的指示，向發出指示的個人發出收據，並為所有目的與其交往，而無須通知其他人士。對於任何該等人士所發出的指示，或有關在各名人士之間處置付款或作出證券交付的指示，本公司沒有責任決定其目的、適當性與否。本公司保留權利，可在本公司認為適當時，要求該等人士以書面發出指示；
Unless otherwise directed in the Account Opening Information Form, the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and the Company is not responsible for determining the purposes or propriety or otherwise of an Instruction the Company receives from any such individual or for the disposition of payments or deliveries of Securities among such individual. The Company reserves the right to require written Instructions from all such individuals as it deems fit to do so;

(iii) 本公司向任何一位該等人士作出的任何付款和證券交付，均為本公司對該名人士所負責任的有效及全面履行，不論該交付是在客戶中任何一位或多位人士去世之前或之後進行；
any payments or delivery of Securities to any one of such individuals shall be a valid and complete discharge of the Company's obligations to each individual regardless of whether such payment or delivery are made before or after the death of any one of more of such individuals;

(iv) 向任何一位該等人士發出的任何通知及通訊將被視為向以其名義開立帳戶的所有人士的充分通知；及
any notices and communications sent to one such individual will be deemed sufficient notice to all individuals in whose names the Accounts were established; and

(v) 不影響上文的一般適用性為原則下，任何一位該等人士去世（但任何其他人士仍在世），則本協議不可終止，而已故者在帳戶項下的權益將於已故者去世時歸屬在世者，並以在世者得益的方式生效，但無論如何本公司可以針對該已故客戶的的遺產，強制執行已故客戶發生了的任何債務。在世客戶得知上述任何人士去世時，應立即以書面通知本公司。

without prejudice to the generality of the foregoing, on the death of any of such individuals (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided always that any liabilities incurred by the deceased Customer shall also be enforceable by the Company against such deceased Customer's estate. The surviving Customer(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

15.2 本協議對客戶的承繼人、遺囑執行人、遺產管理人、遺產代理人、繼承人和允許受讓人（視乎情況而定）均具有約束力。
This Agreement shall be binding on the Customer's heirs, executors, administrators, personal representatives, successors and permitted assigns, as the case may be.

**16. 交易通知和報告 Transaction Notices and Reports**

16.1 本公司將通過以下方式向客戶報告交易執行情況，(i) 迅速以電話、傳真或其他議定的方式報告和/或(ii) 在執行交易之後兩個營業日內向客戶寄送交易確認書和帳戶結單。除非在任何特定月份沒有進行任何交易，或沒有任何收入或開支，及帳戶沒有任何結餘或沒有持倉或持有證券，否則本公司將根據有關法律、法規及規則向客戶寄送當月交易狀況摘要的月結單。
The Company will report to the Customer executions of Transactions (i) promptly by telephone calls or facsimile or other means as agreed and/or (ii) by sending to the Customer a copy of the transaction confirmation and account statement within two Business Days of the execution of the Transaction. Unless there have been no Transactions or any revenue or expense item in the Account during any particular month and the Account does not have any outstanding balance or holding of position or Securities, the Company will send to the Customer a monthly statement showing a transaction summary for the month in accordance with relevant laws, regulations and rules.

16.2 客戶有積極義務仔細審核交易確認書、帳戶結單和月結單，並在該確認書或結單發出後 7 個營業日內（或本公司一般性地或就任何特定情況指定的其他期間內），以書面方式向本公司報告其中的指稱錯誤或不符。否則，在沒有明顯錯誤的情況下，交易確認書、帳戶結單和月結單乃不可推翻並具有約束力，客 戶將被視為已放棄質詢任何該等錯誤的權利，意思即：客戶就結單或本公司向帳戶所採取或不採取的任 何行動而對本公司的一切索償（或有的或其他的），自該時點之後即得以一次過永久解除。無論如何，若出現本公司錯誤地多付款項或證券予客戶帳戶的情況，客戶同意，一旦發現款項或證券的多付，即盡快通知本公司，並同意不從帳戶提取多付的款項和證券，或如已提取多付的款項和證券，應即時把有關 款項或證券退還予本公司。為免產生疑問，客戶同意本公司毋須就客戶在指定時間內延遲向本公司報告 錯誤而產生或導致的任何損害負責。
The Customer is under a positive duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify the Company in writing of any alleged error or irregularity therein within 7 Business Days (or such other period of time as may be specified by the Company generally or in any particular case) after the date of despatch of such confirmation or statement, otherwise and in the absence of manifest errors, the transaction confirmation, account statement and monthly statement shall be conclusive and binding and the Customer shall be deemed to have waived any such errors to the effect that the Company will thereafter be released, once and for all, from all claims (contingent or otherwise) by the Customer in connection with the statement or any action taken or not taken by the Company regarding the Account. Provided always that in the event there is an overpayment of money or over credit of Securities by the Company into the Account of the Customer by mistake, the Customer agrees to notify the Company as soon as it becomes aware of the overpayment/over credit of money/Securities and further agrees not to withdraw the money or Securities from the Account or if it has already withdrawn the same, to forthwith return the money or Securities to the Company. For the avoidance of doubt, the Customer agrees that the Company is not liable for any damages arising or resulting from any delay on the part of the Customer in reporting an error, within the period prescribed, to the Company.

**17. 新上市證券 New Listing of Securities**

17.1 如果客戶要求並授權本公司作為其代理人及為客戶或其他任何人士的利益申請於交易所新上市和/或新發行的證券，客戶向本公司並為本公司的利益作出保證，本公司有權代表客戶作出該申請。
In the event that the Customer requests and authorizes the Company to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as its agent and for its benefit or for the benefit of any other person, the Customer hereby warrants to and for the Company's benefit that the Company shall have authority to make such application on the Customer's behalf.

17.2 客戶承諾會使本身熟悉並會遵從載於招股書和/或發行文件、申請表格或其他有關文件內、管轄證券新上市和/或發行及其申請的全部條款和條件，客戶同意在與本公司進行的任何交易中受這些條款和條件約束。
The Customer undertakes to familiarise itself and comply with all the terms and conditions governing the new listing and/or issue of Securities and the application for such new Securities set out in any prospectus and/or offer document and the application form or any other relevant document in respect of such new listing and/or issue and the Customer agrees to be bound by such terms and conditions in any such transaction the Customer may have with the Company.

17.3 客戶特此向本公司作出新上市和/或發行證券的申請人需要作出的所有一般聲明、保證和承諾（不論是 向有關證券的發行人、保薦人、包銷商或配售代理人或交易所作出還是向或任何其他相關監管機構或人士作出）。
The Customer hereby gives the Company all the usual representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).

17.4 客戶特此進一步聲明和保證，並授權本公司在任何申請表格上（或以其他方式）向交易所和任何其他適 當人士披露和保證，本公司作為客戶代理人作出的任何該等申請，是客戶或代表客戶、為使客戶得益或 客戶代表其作出申請的人士得益而提出和擬提出的唯一申請。客戶確認並接受，就本公司作為客戶代理 人作出的任何申請而言，本公司和有關證券的發行人、保薦人、包銷商或配售代理人、交易所或任何其 他相關監管機構或人士會依賴上述聲明和保證。
The Customer hereby further declares and warrants, and authorizes the Company to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as its agent is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf, to benefit the Customer or the person for whose benefit the Customer is applying. The Customer acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person in respect of any application made by the Company as the Customer's agent.

17.5 客戶確認，倘若非上市公司除證券買賣外未有從事其他業務，而客戶對該公司具控制權，則該公司作出 的申請應被視作為客戶的利益而作出。
The Customer acknowledges that any application made by an unlisted company which does not carry on any business other than dealings in Securities and in respect of which the Customer exercises control shall be deemed to be an application made for the benefit of the Customer.

17.6 客戶承認並了解，證券申請的法律、監管規定及市場慣例均會不時改變，而任何特定新上市或新發行證 券的規定亦會不時改變。客戶承諾，按本公司以絕對酌情權不時作出的決定，依照法律和監管規定及市 場慣例的規定，向本公司提供資料、採取額外步驟，以及作出必要的額外聲明、保證和承諾。
The Customer recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. The Customer undertakes to provide to the Company such information

and take such additional steps and makes such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as the Company may, in the Company's absolute discretion, determine from time to time.

17.7 就本公司或本公司的代理人為本公司本身及/或代表客戶及/或本公司其他客戶作出的大額申請，客戶確認並同意：
In relation to bulk application to be made by the Company or the Company's agent on the Company's own account and/or on behalf of the Customer and/or the Company's other clients, the Customer acknowledges and agrees:

(i) 該大額申請可能會因與客戶及客戶申請無關的理由而被拒絕，而在沒有欺詐或故意失責的情況下，本公司及其代理人無須因該拒絕對而客戶或任何其他人士負上責任；
that such bulk application may be rejected for reasons which are unrelated to the Customer and the Customer's application and neither the Company nor the Company's agent shall, in the absence of fraud or wilful default, be liable to the Customer or any other person in consequence of such rejection;

(ii) 倘若該大額申請因違反聲明和保證或任何與客戶有關的理由而被拒絕，客戶將按條款第 13 條向本公司作出賠償。客戶確認，客戶亦可能須對因上述違反或其他因素而受影響的人士負上賠償損害的責任；及
to indemnify the Company in accordance with Clause 13 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Customer. The Customer acknowledges that the Customer may also be liable in damages to other persons affected by such breach or other factors; and

(iii) 倘若大額申請只獲部份分配，客戶同意本公司有權以其絕對酌情決定分派獲分配的證券，包括將證券平均分配給所有參與大額申請的客戶，而客戶就該項申請而言，對此等證券並無申索權，對任何另一客戶亦無優先權。
in the event that the bulk application is only partially filled, the Customer agrees that the Company is entitled to distribute the Securities allotted in its absolute discretion, including distributing the Securities equally between all customers under the bulk application and the Customer shall not have any claim to the Securities or claim of priority to another Customer in relation to the application.

## 18. 聲明和保證 Representations and Warranties

客戶聲明、保證和承諾:
The Customer represents, warrants and undertakes that:

18.1 根據本協議提供的客戶相關資料乃真實、準確及完整，及本公司有權依賴該等資料，直至本公司收到客戶就資料變更發出的書面通知為止。如該等資料有重大變更，本公司應即時獲得書面通知;
The information relating to the Customer provided pursuant to this Agreement is true, accurate and complete and the Company is entitled to rely on such information until the Company has received notice in writing from the Customer of any changes therein. The Company will be notified immediately in writing of any material changes in such information;

18.2 客戶具有權力和法律身份簽訂本協議及履行本協議下的責任，並且本協議構成客戶有效及具有法律約束力的責任；及
The Customer has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Customer; and

## 19. 遵守 FATCA FATCA Compliance

19.1 披露、同意及豁免：客戶特此同意：為遵守 FATCA 及其他適用法例，本公司及其代理人和服務供應商可以收集、儲存及處理從客戶或因本協議及/或客戶之交易而獲得的資料，包括本公司與該等人仕之間可互相披露資料和本公司向香港、美國及/或其他司法權區之政府機構披露資料。在法律允許的範圍內，客戶特此豁免任何會妨礙本公司及其代理人和服務供應商遵守 FATCA 及其他適用法例的任何司法權區的資料保障、私隱、銀行保密或其他法例或規例的任何條文及/或任何保密協議、安排或諒解的條款。客戶確認這可以包括傳送資料予一些在資料保障、資料私隱或銀行保密法例方面並不嚴格的司法權區。客戶須確保，客戶或任何其代表因本協議或客戶之交易而向本公司或其代理人或服務供應商披露關於第三者的資料時，該第三者已獲提供該等資訊，並已經給予該等同意或豁免，使本公司及其代理人和服務供應商可以按本條款所述收集、儲存及處理該第三者的資料。

Disclosure, Consent and Waiver: The Customer hereby agrees and consents that the Company and their agents and service providers may collect, store and process information obtained from the Customer or otherwise in connection with this Agreement and/or the Customer's transactions for the purposes of complying with FATCA and/or other applicable law, including disclosures between the Company and any of them and to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, the Customer hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by the Company and their agents and service providers with FATCA and/or other applicable law. The Customer acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Customer shall ensure that, before the Customer or anyone on its behalf discloses information relating to any third party to the Company or their agents or service providers in connection with this Agreement or the Customer's transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow the Company and their agents and service providers to collect, store, process and disclose his, her or its information as described in this Clause.

19.2 提供資料：Provision of Information:

(a) 在本公司要求時，客戶須向本公司確認 (i)客戶是否有權在收受款項時免受任何 FATCA 規定的扣減或預扣(**"FATCA 豁免人士"**); (ii) 為本公司遵守 FATCA，在本公司合理地要求時，向本公司提供關於客戶在 FATCA 的身份的表格、文件及其他資料(包括其適用轉付率或美國稅務條例或包括跨政府協議的其他官方指引所要求的其他資料) 。

The Customer shall upon request by the Company confirm to the Company (i) whether the Customer is a person who is entitled to receive payments free from any deduction or withholding as required by FATCA (the "FATCA Exempt Person"); and (ii) supply to the Company such forms, documentation and other information relating to the Customer's status under FATCA (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as the Company reasonably requests for the purposes of that the Company's compliance with the Company.

(b) 如按上述客戶向本公司確認客戶是 FATCA 豁免人士，而之後客戶發現他並非或已不再是 FATCA 豁免人士，客戶須盡快通知本公司。

If the Customer confirm to the Company pursuant to the above that the Customer is a FATCA Exempt Party and the Customer subsequently becomes aware that the Client is not, or has ceased to be a FATCA Exempt Party, the Customer shall notify the Company as soon as reasonably practicable.

(c) 如客戶沒有按上述(a)段(為免生疑，如(b)段適用，包括(b)段)向本公司確認其身份或提供表格、文件及其他資料，則：

If the Customer fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:

(i) 如客戶沒有確認客戶是否(及/或保持)FATCA 豁免人士，客戶將不被視為 FATCA 豁免人士；及
If the Customer failed to confirm whether the Customer is (and/or remains) a FATCA Exempt Party then the Customer will be treated as if the Customer is not a FATCA Exempt Party; and

(ii) 如客戶沒有確認其適用轉付率，客戶的適用轉付率將被視為 100%，直至客戶向本公司提供所需確認、表格、文件或其他資料。
If the Customer failed to confirm its applicable passthru rate then the Customer will be treated as if its applicable passthru rate is 100%, until such time as the Customer provide the Company the requested confirmation, forms, documentation or other information.

19.3 預扣或扣減: 如本公司需按: FATCA 或法例要求在付予客戶的款項中預扣或扣減任何 FATCA 預扣稅(包括因沒繳交或延遲繳交該等稅項而引起之懲罰或利息), 本公司可扣減該等稅項, 而無須增加任何付予客戶的款項。在本協議所有目的下，客戶皆被視為已全數收到該款項，沒有任何扣減或預扣。在本公司合理地要求時，客戶須向本公司提供該等額外資料，以決定該款項需扣減或預扣金額。
Withholding or Deduction: If the Company is required pursuant to FATCA or otherwise by law to withhold or deduct any FATCA withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to the Customer, the Company may deduct such taxes and the Company will not be required to increase any payment in respect of which the Company makes such withholding. The Customer shall be treated for all purposes of this Agreement as if the Customer had received the full amount of the payment, without any deduction or withholding. The Customer shall provide the Company such additional documentation reasonably requested by the Company to determine the amount to deduct and withhold from such payment.

## 20. 風險披露 Risk Disclosure

客戶須在有關文件上簽署及註明簽署日期，確認：
The Customer shall sign and date an acknowledgement confirming that:

(a) 已按照其選擇的語言(英文或中文)獲提供附表 4 的風險披露聲明；及
the Risk Disclosure Statement at Schedule 4 was provided in a language of the Customer's choice (English or Chinese); and

(b) 已獲邀其閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。
the Customer was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the Customer wishes.

## 21. 通知與通信 Notices and Communications

21.1 所有通知、報告、結單、確認書和其他通信將以書面或電子形式（如適用）作出，並可由專人送遞、以郵遞、傳真或電子郵件的方式傳達，如為送致客戶，應送致客戶在開戶表格中所載的地址、傳真號碼或 電子郵件地址, 或客戶以書面通知本公司的其他指定地址、傳真號碼或電子郵件地址; 如為送致本公司，應送致本公司不時通知客戶的辦事處地址。
All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) which may be personally delivered or transmitted by post, facsimile or electronic mail, if to the Customer, at the address, facsimile number or electronic mail address given in the Account Opening Information Form or at such other address, facsimile number or electronic mail address as shall be designated by the Customer in a written notice to the Company; and if to the Company, at its address at such office of the Company as the Company may from time to time notify to the Customer.

21.2 所有通知、報告、結單、確認書和其他通訊在下列時間視為已經正式送達：

All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:

(i) 如以專人送遞或以傳真或電子郵件傳遞，在交付或傳送時；或
at the time of delivery or transmission, if delivered personally, by facsimile or by electronic mail; or

(ii) 如以郵遞發送致本地地址，在投寄後兩個營業日；或 如以郵遞發送致海外地址，在投寄後五個營業日。
2 Business Days after the date of posting, if sent by local mail; or 5 Business Days after the date of posting, if sent by overseas mail.

(iii) 客戶同意，本公司可於任何時候通過向客戶發出合理書面通知以修訂本協議的條款。
The Customer agrees that the Company may amend the terms of this Agreement by giving the Customer reasonable notice of the changes in writing at any time.

**22. 修訂 Amendment**

本協議的任何修訂 將於該通知期間屆滿時生效，及如客戶沒有結束帳戶，則客戶將被視為已接受本協議條款的修訂。
Any amendment to this Agreement shall take effect on expiry of such notice period and the Customer will be deemed to have accepted the amendment if it does not terminate the Account.

**23. 轉讓 Assignment**

客戶同意，本公司可以將本協議下的權利和義務轉讓給聯營公司，而毋須客戶事先同意。未經本公司事 先書面同意，客戶在本協議下的權利和義務不得轉讓或更替（視乎情況而定）。
The Customer agrees that the Company may transfer its rights and obligations under this Agreement to an Associate without prior consent from the Customer. The rights and obligations of the Customer under this Agreement may not be assigned or novated (as the case may be) without the Company's prior written consent.

**24. 管轄法律及司法管轄權 Governing Law & Jurisdiction**

本協議及其所有權利、義務和責任受香港法律管轄，須依照香港法律解釋，並須依照香港法律執行。本協議項下的各方不可撤回地同意香港法庭就本協議的主題事項及本協議產生的爭議具有專屬司法管轄權。
This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed and enforced in accordance with the laws of Hong Kong. The parties hereto agree irrevocably that the Courts of Hong Kong shall have exclusive jurisdiction over the subject matters of this Agreement as well as disputes arising therefrom.

**25. 其他重要事項 Other Important Matters**

25.1 全部交易將依照所有法律、規則和監管指令及交易所和結算所不時修訂並適用於本公司的附例、慣例和慣用法進行，並對客戶具有約束力。
All Transactions shall be effected in accordance with all laws, rules and regulatory directions, by-laws, customs and usage as amended from time to time of the Exchange and the Clearing House to the extent applicable to the Company and shall be binding on the Customer.

25.2 假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

If the Company solicits the sale of or recommends any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask the Customer to sign and no statement the Company may ask the Customer to make derogates from this Clause.

25.3 本協議各條款均為可以分割並獨立於其他條款。如本協議的任何條款跟任何法律或交易所、結算所及其 他對本協議主題事項具有管轄權的任何機構的規則或規例不一致，該條款將被視為已予刪除或已依照有關的法律、規則或規例修改。本協議在所有其他方面均繼續並維持十足效力及作用。
Each of the term of this Agreement is severable and distinct from the others. If any term in this Agreement is inconsistent with any law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to have been deleted or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

25.4 就本協議項下客戶義務的履行而言，時間在各方面都是關鍵因素。
Time shall in all respects be of essence in the performance of all of the Customer's obligations under this Agreement.

25.5 本公司未能或遲延行使本協議有關的任何權利、權力或特權，並不構成對上述各項的放棄，且本公司對權利、權力或特權的一次或部份行使，不會被推定為排除其後或在將來對該權利、權力或特權的行使。
A failure or delay in exercising any right, power or privilege in respect of this Agreement by the Company shall not operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.

25.6 客戶同意，如開戶表格內提供的任何資料有重大變更，客戶將以書面通知本公司。如本協議內的任何資料有重大變更，本公司也將以書面通知客戶。
The Customer agrees to notify the Company in writing of any material change in the information supplied in the Account Opening Information Form. The Company shall notify the Customer in writing of any material change in the information contained in this Agreement.

25.7 如果本協議的中文版本與英文版本的釋義或含義有任何差異，客戶和本公司均同意以英文版本為準。
In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the Customer and the Company agree that the English version shall prevail.

## 2. 個人資料收集聲明
## Personal Information Collection Statement

本聲明是根據香港法例第 486 章《香港個人資料（私隱）條例》(「條例」）的要求而提供予本公司的個人客戶。本聲明界定的術語與其在現金客戶協議中的涵義相同。
This Statement is provided to the Customer as an individual Customer of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance, Chapter 486 of The Laws of Hong Kong (the "Ordinance"). Terms defined in this statement have the same meaning as in the Cash Client Agreement.

1. 披露責任 Disclosure Obligation

除特別聲明外，客戶必須按開戶表格上的要求，向本公司提供個人資料。如客戶不提供此等資料，則本 公司並無足夠資料為客戶開立及管理帳戶，客戶亦無從開戶。
Unless otherwise stated the Customer must supply the personal data requested on the Account Opening Information Form to the Company. If the Customer does not supply this data, it will not be possible for the Customer to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.

2. 個人資料之使用 Use of Personal Data

2.1 使用者 Users

有關客戶的所有個人資料（不論是由客戶提供，還是由其他人士所提供；亦不論是在客戶收到載有這些 資料的現金客戶協議之前或之後提供）可被任何下列的公司或人士（各稱「使用者」）使用：
All personal data concerning the Customer (whether provided by the Customer or any other person, and whether provided before or after the date the Customer receives the Cash Client Agreement containing this information) may be used by any of the following companies or persons (each, a "User"):

(i) 本公司和/或其任何聯營公司（「集團」）；
The Company and/or any of its Associates (the "**Group**");

(ii) 集團的任何董事、高級職員、僱員或代理人；
any director, officer or employee or agent of the Group;

(iii) 執行客戶指示和/或從事集團業務而由集團授權的任何人士（例如律師、顧問、代名人、託管人等）；
any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Customer's Instructions and/or the business of the Group;

(iv) 集團持有與客戶相關的任何權利和義務的任何實際或建議的承讓人；及
any actual or proposed assignee of any rights and obligations of the Group in relation to the Customer; and

(v) 任何政府、監管或其他團體或機構（不論是否適用於任何集團成員的法例或條例所規定）。
any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group.

2.2 目的 Purposes

客戶的所有個人資料均可被任何使用者用於下列目的：
All personal data concerning the Customer may be used by any User for the following purposes:

(i) 執行新的或現有顧客的查核及信用調查程序，以及協助其他金融機構進行此類工作；
carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;

(ii) 持續帳目管理，包括收取應付款項、執行擔保、抵押或其他權利和利益；
ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests ;

(iii) 設計更多產品和服務，或向客戶推廣集團的產品；
designing further products and services or marketing a Group product to the Customer;

(iv) 將此等資料轉移到香港以外的任何地方；
transfer of such data to any place outside Hong Kong;

(v) 為下列目的進行的客戶個人資料比較（不論收集此等資料的目的及來源，亦不論此等資料 是使用者或任何其他人士所收集）：(A)信用調查；(B)資料核實；和/或(C)編製或核實資料，以便採取使用者或任何其他人士認為合適的行動（包括可能與客戶或任何其他人士的權利、義務或權益有關的行動）；
comparison with the Customer's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Customer or any other person);

(vi) 用於與客戶有關的任何其他協議和服務條款所規定的目的；
providing on the terms of any other agreements and services relating to the Customer;

(vii) 與遵守任何法律、規例、法庭命令或其他任何監管機構的命令有關或相關的任何目的；
any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; and

(viii) 任何與執行客戶指示或與集團業務或交易相關的目的。
any other purpose relating to the execution of the Customer's Instructions or in connection with the business or dealings of the Group.

3. 查閱和修正的權利 Rights of Access and Correction

如條例所載，客戶有權查閱和更正客戶的個人資料。一般而言，除若干豁免外，客戶享有權利，可以：
The Customer has the right to have access to and correction of the Customer's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Customer is entitled to:

(i) 詢問本公司是否持有與客戶有關的個人資料；
enquire whether the Company holds personal data in relation to the Customer;

(ii) 在合理的時間內要求查閱其個人資料；本公司將以合理的方式及清楚易明的格式回覆客戶，但須收取合理的費用；
request access to the Customer's personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;

(iii) 要求更正客戶的個人資料；及
request the correction of the Customer's personal data; and

(iv) (如客戶要求查閱或更正個人資料的要求被拒絕)要求獲知拒絕的理由，及反對任何該等拒絕。
be given reasons if a request for access or correction is refused, and object to any such refusal.

4. 在直接促銷中使用資料 Use of Data in Direct Marketing

本公司擬把資料當時人資料用於直接促銷，而本公司為該用途須獲得資料當事人同意(包括表示不反

對)。就此，請注意：
The Company intends to use Data Subjects' data in direct marketing and the Company requires the Data Subjects' consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

(i) 本公司可能把本行不時持有的資料當事人姓名、聯絡資料、產品、交易模式及行為、財務背景及人口統計數據用於直接促銷；
the name, contact details, products, transaction pattern and behaviour, financial background and demographic data of Data Subjects held by the Company from time to time may be used by the Company in direct marketing;

(ii) 可用作促銷下列類別的服務、產品及促銷標的：
the following classes of services, products and subjects may be marketed:

(1) 本公司或本集團公司之合作品牌夥伴提供之服務及產品(該等合作品牌夥伴的名稱會於有關服務及產品的申請表格上列明); 及
services and products offered by the Company's or the Group Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

(2) 為慈善及/或非牟利用途的捐款及捐贈。
donations and contributions for charitable and/or non-profit making purposes.

(iii) 如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒絕促銷。
If any individual does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, he/she may exercise his/her opt-out right by notifying the Company.

5. 聯絡人 Contact Person

如客戶要求查閱和/或更正與客戶有關的個人資料, 客戶應向本公司的個人資料保護主任遞交其申請。
If the Customer wishes to request access to and/or correction of personal data concerning the Customer, the Customer should address the Customer's request to the Data Protection Officer at the Company.

## 3. 網上交易協議
## Online Trading Agreement

本網上交易協議茲補充本公司與客戶簽訂的客戶協議，並為該協議的附件，藉此本公司同意向客戶提供電子服務，使客戶能夠透過互聯網，發出電子指示並獲取報價和其他資訊（**「網上交易服務」**）。如客戶協議與本網上交易協議的條款存在任何抵觸，以後者的條款為準。
This Online Trading Agreement is supplemental to the Cash Client Agreement entered into between the Company and the Customer to which this Online Trading Agreement is annexed whereby the Company agrees to provide to the Customer Online Trading Services which enable the Customer to give Online Trading Instructions and to obtain quotations and other information via internet that can connect to a telecommunication network (**"Online Trading Services"**). Where any conflict arises between the Cash Client Agreement and the provisions of this Online Trading Agreement, the provisions of the latter shall prevail.

1. 釋義 Interpretation

1.1 網上交易協議中的術語之含義與現金客戶協議所界定者相同，另有特別聲明者除外。以下詞彙在本合約中解釋如下:
Terms defined in this Online Trading Agreement have the same meanings as in the Cash Client Agreement unless stated otherwise. In this Agreement the following expressions shall have the following meanings:

「登入號碼」是指識別客戶身份的名稱，須配合密碼一起使用以接達有關網上交易服務；
"Login ID" means the Customer's identification, used in conjunction with the Password, to gain access to the Online Trading Services;
「資訊」是指任何交易或市場的資料、買入及賣出價、新聞報導、第三者分析員的報告，研究和其他資訊；
"Information" means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities and the securities markets;
「密碼」是指客戶的登入密碼，須配合登入號碼一起使用以接達有關網上交易服務。
"Password" means the Customer's password, used in conjunction with the Login ID, to gain access to the Online Trading Services.

1.2 現金客戶協議中提及的「指示」將被視為包括通過網上交易服務發出的網上交易指示。
References to "Instructions" in the Cash Client Agreement are deemed to include Online Trading instructions given by means of the Online Trading Services.

2. 網上交易 Online Trading

2.1 當使用網上買賣服務時，客戶保證客戶是唯一獲授權使用者及將會就所有透過網上客戶的交易密碼而發出的買賣盤及所有進行的交易承擔全部責任， 本公司收到任何該等指示將被視為由客戶收到的時間及以收到的形式發出。
When using the Online Trading Services, the Customer warrants that the Customer is the only authorized user and will be solely responsible for all instructions placed and all transactions conducted with the use of Login ID and Password. Any Instructions so received by the Company shall be deemed to be made by me/us at the time received by the Company and in the form received.

2.2 客戶對其登入號碼和密碼的保密、安全及使用承擔責任。客戶並且保證會小心地去使用客戶的密碼。
The Customer will be responsible for the confidentiality, security and use of my/ our Login ID and Password. The Customer also undertakes to use Login ID and password with caution.

2.3 客戶接獲並非由客戶發出的指示或執行有關指示的確認，客戶應立即通知 本公司。如果發現登入號碼或密碼有任何遺失、被竊或未經授權使用，客戶應立即通知本公司。
The Customer will immediately inform the Company if the Customer has acknowledgment of an instruction or execution of it, which has not been given by me/us. The Customer will immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password.

2.4 客戶同意在發出每個指示之前會加以複核，因為客戶的指示一經作出，便可能無法取消。
The Customer agrees to review every order before placing it as it may not be possible to cancel orders once given.

2.5 除非客戶的帳戶有足夠的已結算款項或證券以進行交收，否則本公司並沒有義務執行客戶的指示。
The Company is not obliged to execute my/our instructions until there are sufficient cleared funds or securities in account to settle my/our transactions.

2.6 客戶通過網上交易服務發出指示後，應通過網上交易服務核對所發出的指示是否已被 本公司正確地確認。客戶同意經網上交易服務發出的指示，本公司確認已收到有關指示，方始生效。
After the giving of an Instruction via the Online Trading Services, the Customer shall check via the Online Trading Services that the Company has correctly acknowledged its Instruction. The Customer consents that instructions placed via the Online Trading Service will not be valid until corresponding confirmation is received from the Company.

2.7 客戶在完成每次網上交易網上交易時段後，會立即退出網上交易服務系統。
The Customer will log off the Online Trading Services immediately following the completion of each Online Trading Services session.

2.8 如果網上交易服務未能使用或客戶遇到困難而未能發出交易指示，客戶可透過電話發出交易指示。
In the case the Online Trading Services is not available or if the Customer experiences any problems in giving Instructions through it, the Customer shall place Instructions through telephone.

2.9 本公司可有絕對酌情權，對可透過網上服務發出的指示之種類及指示之價格範圍予以限制。
The Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders, which can be placed through the Online Trading Services.

2.10在不限制上述的概括性原則下，客戶確認並同意，一旦通過網上交易服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被 本公司執行時方有可能進行修改或取消。在這種情況下，本公司將盡可能修改或取消指示，但是，儘管 本公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。
Without limiting the generality of the foregoing, the Customer acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Online Trading Services and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Customer shall remain liable for the original Instruction.

3. 資訊提供 Provision of Information

3.1 本公司通過網上交易服務向客戶傳遞資訊。客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為「**資訊供應者**」）獲得並提供給客戶使用的資訊的一定費用。並授權 本公司可從客戶的帳戶中扣除該類費用。
The Company may convey Information to me/us by Online Trading Services. The Customer may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and

from other third parties that transmit Information (collectively referred to as the **"Information Providers"**). The Customer agrees to authorize the Company to debit its Account with the same.

3.2 資訊乃是本公司、資訊供應者或其他人士的財產，並受版權所保護。資訊只供客戶個人使用及參考，及不會將資訊用於任何非法目的。不得將資訊進行複製、翻印、分類臚列、傳送，或用作商業用途，客戶亦不得以任何理由將資訊供應任何其他人士或實體。
The Information is the sole property of the Company, the Information Providers or others and is protected by copyright. The Customer shall use the Information for my/our personal use and reference only, the Customer shall not use the Information for any unlawful purpose. The information must not be reproduced, duplicated, sub-listed, or transmitted or used for commercial purpose; the Customer shall not furnish it to any other person or entity for any reason.

4 知識產權 Intellectual Property Rights

客戶同意網上交易服務及其所包含的任何軟件乃屬本公司及/或第三方服務供應商專有。客戶同意不會以任何方式對服務或其中所包含之軟件的任何部份作出干預、修改、拆解、還原工程、或其他形式之更改，或在未經授權下入網上交易服務或內裏包含的軟件的任何部份，亦將不會嘗試作出任何上述行為。倘若客戶違反本條規定或倘若本公司合理懷疑已違反客戶違反本條規定，可立即中斷或終上之登入密碼及 / 或取消任何帳户，而毋須事先知會我/我們。 客戶承諾，倘客戶知悉任何其他人士作出任何上述行為，將立即知會本公司。
The Customer agrees that the Online Trading Services, and any software comprised in it, is proprietary to the Company and/or third party service providers. The Customer agrees not to tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the Online Trading Services or any of the software comprised in it, and will not attempt to do any of the above. The Company may suspend or terminate the Customer's Login ID and Password and/or close any of my/our Accounts immediately with giving me/us prior notice if the Customer breach this provision or if the Company reasonably suspects that the Customer have breached this provision. The Customer undertakes to notify the Company immediately if the Customer becomes aware that any other person is doing any of the above.

5 責任和賠償的限制 Limitation of Liability and Indemnification

5.1 本公司、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受的任何損失、 開支、費用或責任概不負責，這些情況包括，但不限於：
The Company, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond their reasonable control including, without limitation:

(i) 因通訊設施故障或傳輸中斷或通訊媒體不可靠或任何其他非本公司所能合理控制之原因而導致之傳輸、接收或執行指示之延誤；及
delays in the transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication or due to any other cause or causes beyond the Company's reasonable control; and

(ii) 資訊供應者所提供的股市研究、分析、市場數據以及其他資訊的延誤、不準確、遺漏或 缺乏；及
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers; and

(iii) 即時報價由資訊供應者提供，因上述即時報價，包括依賴有關報價，而蒙受的任何損失、費用、損害賠償或申索；及
real-time quote of stock prices is provided by the Information Providers, any losses, costs, expenses, damages, or claims which may suffer as a result of in connection with or arising

out of any aspect of such real-time quote including reliance on such quote; and

(iv) 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼，密碼，和/或帳戶號碼；及
unauthorized access to communications systems, including unauthorized use of the Customer's Login ID, password(s) and/or account numbers; and

(v) 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。
war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

5.2 如客戶違反了現金客戶協議（包括本網上交易協議）、適用的證券法例或規例、 或任何第三方的權利，包括(但不限於對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使本公司、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費）， 客戶將就此對其作出賠償，及保証本公司、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本網上交易協議，客戶在此的責任將仍然有效。
The Customer agrees to defend, indemnify and hold the Company, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from my/our violation of the Cash Client Agreement (including this Online Trading Agreement), applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Online Trading Agreement.

5.3 客戶接受，儘管 本公司將盡力確保所提供的資訊的準確性和可靠性， 本公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害， 本公司一概不承擔責任（無論是在民事過失、合約或其他法律上）。
The Customer accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

6 電子服務之終止 Termination of Electronic Services

本公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的接入號碼、密碼、和/或帳戶號碼、違反本網上交易協議或現金客戶協議、 本公司未能繼續從任何資訊供應者獲得任何資訊、或 本公司與資訊供應者之間的一個或多個協議被終止，終止客戶接達網上交易服務或其任何部分。
The Company reserves the right to terminate my/our access to Online Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the my/our Login ID(s), password(s) and/or account number(s), breach of this Online Trading Agreement or the Cash Client Agreement, discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and Information Providers.

7 風險披露 Risk Disclosure

客戶須在有關文件上簽署及註明簽署日期，確認：
The Customer shall sign and date an acknowledgement confirming that:

(a) 已按照其選擇的語言(英文或中文)獲提供附表 4 的風險披露聲明；及
the Risk Disclosure Statement at Schedule 4 was provided in a language of the Customer's choice (English or Chinese); and

(b) 已獲邀其閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。
the Customer was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the Customer wishes.

8 一般事項 General

8.1 倘若發生任何爭議，客戶同意以本公司的紀錄（包括電子紀錄）為準。
In the event of any dispute between the parties, the Customer agrees that the records of the Company (including Online Trading records) shall prevail.

8.2 本公司可不時修改本網上交易協議之條款，並會以書面方式或透過電子服務向客戶發出合理通知。
The Company may change the terms in this Online Trading Agreement from time to time by giving me/us reasonable notice in writing or via Online Trading Services.

## 4. 風險披露聲明
## Risk Disclosure Statement

### 證券交易的風險

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

### 買賣創業板股份的風險

*創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。*

*你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。*
*現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。*
*假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。*

### 在香港以外地方收取或持有的客戶資產的風險

*持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。*

### 在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險

*按照納斯達克－美國證券交易所試驗計劃(“試驗計劃”)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。*

*假如持牌人或註冊人希望的話，可以向客戶提供以下有關期貨及期權買賣的額外風險披露。*

### 買賣人民幣證券或投資於人民幣投資的風險

1. <u>外匯風險及每日兌換限制等</u>

現時人民幣不可自由兌換及可能在任何特定時間在中國大陸以外只有有限的人民幣供應。以人民幣計值的證券存有兌換風險，並且就兌換金額可能有每日或其他限制。如在香港買賣人民幣，閣下可能需要容許足夠時間以避免超過該等限制。此外，以人民幣計值的證券帶有流動性風險，特別是如果該等證券沒有交投暢旺的第二市場及他們的價格有大額買賣差價。

2. <u>以人民幣計值的相關投資的有限供應</u>

就沒有途徑於中國大陸直接投資的人民幣產品而言，他們在中國大陸以外又以人民幣計值的相關投資的可供選擇可能有限。該限制可能導致人民幣產品之回報及表現受到不利影響。

3. 無保證的預期回報

如果人民幣投資產品附有闡釋性質的聲明說明回報而該回報（部份）並無保證，閣下應特別注意有關無保證回報（或回報之部份，視屬何情況而定）的任何披露及該等說明所依據的假設，例如包括任何未來花紅或股息分派。

4. 對投資產品的長期承擔

就涉及長時間投資的人民幣產品而言，閣下應特別注意如閣下於到期日前或禁售期（如適用）期間贖回閣下之投資，在贖回收益實質上低於投資額時閣下可能會招致重大本金損失。閣下應注意提早退保發還／退出計劃的費用及收費，如有，及因於到期日前或禁售期期間贖回而導致損失花紅（如適用）。

5. 交易對手的信貸風險

閣下應特別注意人民幣產品中涉及的交易對手之信貸風險。在人民幣產品可能投資於不受任何抵押品支持的人民幣債務工具的範圍內，該等產品須全面承受相關交易對手之信貸風險。當人民幣產品投資於衍生工具時，亦可能出現交易對手風險，因為衍生工具發行人違責行為可能導致人民幣產品之表現受到不利影響而引致重大損失。

6. 利率風險

就屬於人民幣債務工具或可能投資於人民幣債務工具的人民幣產品而言，閣下應注意該等工具可能容易受利率波動的影響而導致人民幣產品之回報及表現受到不利影響。

7. 流動性風險

閣下應注意與人民幣產品相關的流動性風險，及在適用情況下，注意在出售產品本身所投資的相關投資時，人民幣產品可能蒙受重大損失的可能性，特別是如果該等投資沒有交投暢旺的第二市場及他們的價格有大額買賣差價。

8. 贖回時並非收取人民幣的可能性

就人民幣產品中有相當部份為以非人民幣計值的相關投資而言，閣下應注意贖回時並非全數收取人民幣的可能性。當人民幣的外匯管制及限制導致發行人不能及時取得足夠的人民幣款額，這種情況便可能出現。

**買賣衍生和結構性產品的一般風險**

衍生產品的交易（「衍生交易」）可包括一系列的產品（包括通常被稱為結構性票據的產品並包括被稱為結構性存款的產品）。這些產品可以是明顯地簡單（例如期貨或期權）或複雜（或獨立的）結構。

這些產品可以為用戶帶來重大利益，亦同時可以為用戶帶來重大風險，而用戶必須清楚明白這些風險。考慮到潛在風險，閣下必須確保閣下在獲得所有用以衡量一項衍生交易的必要資料後，才去決定該交易對閣下是否恰當。閣下應考慮閣下打算在衍生交易中獲取什麼，當中包括閣下有關財政資源及營運資源，和任何稅務及會計上的考慮。閣下應注意任何監管機構對衍生交易所訂立的一般架構。閣下亦可能要對一些相關的重要法規或其他法律因素作出考慮。

簡單而言，衍生交易可歸納為四個基本形式，雖然這些形式可能有重疊的地方，而同一交易可以是這四個形式的混合體。這些基本形式分別為掉期、期權、期貨和混合性投資工具（即資產、債務、股本

或債務責任並包含其他三個基本形式中的其中一項之交易）。衍生交易可以現金交收，可通過交付充抵其他財產或現金的財產交收，或不以現金交收而正常持有至到期為止。無論涉及任何形式，所有衍生工具的一個共同特徵，是一方或雙方的責任乃基於相關金融資產（交易乃由此衍生）的價格浮動，金融資產可以是，例如證券（包括股票及債券）、利率、指數、貨幣或一個參考機構的信用。

閣下不應進行衍生交易，除非閣下完全明白：

- 衍生工具的性質及其基本原素和該衍生工具的相關金融;
- 有關衍生工具文件中的法律條款；
- 閣下進行該衍生交易所需承擔的經濟風險的程度（而閣下已基 於閣下對該衍生交易及／或相關衍生工具的相關投資經驗，閣下的財務目標，狀況及財政資源，決定此風險對閣下恰當）;
- 該衍生工具的稅務待遇。這可能是複雜和/或未能確定的；及
- 此衍生工具所面對的監管待遇。

**買賣交易所買賣之結構性產品（結構性產品）（例如:衍生權證 (權證)，牛熊證）的一些相關風險**

1. <u>發行商失責風險</u>

倘若結構性產品發行商破產而未能履行其對所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意結構性產品發行商的財力及信用。

注意：香港交易所公司網站的「衍生權證」及「牛熊證」內的「發行商與流通量提供者資料」均載列「發行商之信貸評級」，顯示個別發行商的信貸評級。

2. <u>非抵押產品風險</u>

非抵押結構性產品並沒有資產擔保。倘若發行商破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

3. <u>槓桿風險</u>

結構性產品如權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。

4. <u>有效期的考慮</u>
結構性產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

5. <u>特殊價格移動</u>

結構性產品的價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6. <u>流通量風險</u>

聯交所規定所有結構性產品發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。並無保證投資者可隨時以其目標價買賣結構性產品。

**買賣權證的一些額外風險**

1. 時間損耗風險

假若其他情況不變，權證愈接近到期日，價值會愈低，因此不能視為長線投資。

2. 波幅風險

權證的價格可隨相關資產價格的引申波幅而升跌，投資者須注意相關資產的波幅。

3. 市場風險及成交額

除了決定權證理論價格的基本因素外，權證價格亦會受權證本身在市場上的供求影響，尤其權證在市場上快將售罄又或發行商增發權證時。權證成交額高不應認作為其價值會上升，除了市場力量外，權證的價值還受其他因素影響，包括相關資產價格及波幅、剩餘到期時間、利率及預期股息。

**買賣牛熊證的一些額外風險**

1. 強制收回風險

投資者買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。

2. 融資成本

牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，投資者即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

3. 接近收回價時的交易

相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會轉闊，流通量亦可能減低。牛熊證隨時會被收回而交易終止。由於強制收事件發生的時間與牛熊證實際停止買賣之間可能會有一些時差。有一些交易或會在強制收回事件發生後才達成及被交易所參與者確認，但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需額外小心。

有關權證及牛熊證的進一步資料，請瀏覽香港交易所公司網站：
「產品及服務」的「衍生權證」產品專欄
(http://www.hkedx.com.hk/chi/prod/secprod/dwrc/dw_c.htm)
「產品及服務」的「牛熊證」產品專欄
(http://www.hkedx.com.hk/chi/prod/secprod/cbbc/intro_c.htm)

**買賣合成交易所買賣基金(ETFs)的風險**

有別於傳統型交易所買賣基金，合成 ETFs 並不會購買相關基準的成分資產，一般都是透過金融衍生工具去複製相關基準的表現。投資合成 ETFs 涉及高風險，並非人皆適合，投資者買賣合成 ETFs 前必須請楚明白及考慮以下的風險。

市場風險

交易所買賣基金主要為追蹤某些指數、行業／領域又或資產組別（如股票、債券或商品）的表現。投資者會承受 ETFs 相關指數／資產有關的政治、經濟、貨幣及其他風險。投資者必須要有因為相關指數／資產的波動而受損失的準備。

交易對手風險

若合成 ETFs 投資於衍生工具以追指數表現，投資者除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，投資者亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險（例如由於衍生工具發行人主要是國際金融機構，固此若合成 ETFs 的其中一個衍生工且交易對手倒閉，便可能對該合成 ETFs 的其他衍生工具交易對手產生「連鎖」影響）。有些合成 ETFs 備有抵押品以減低交易對手風險，但仍要面對當合成 ETFs 的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

流動性風險

交易所買賣基金雖然在相關交易所上市買賣，但這並不保證該基金必定有流通的市場。若合成 ETFs 涉及的衍生工具沒有活躍的第二市場，流動性風險會更高。較大的衍生工具的買賣差價亦會引致虧損。而要提早解除這些工具的合約比較困難、成本也較高，尤其若市場設有買賣限制、流通量也有限，解除合約便更加困難。

追蹤誤差風險

ETFs 及相關指數的表現可能不一致。原因，舉例來說，可能是模擬策略失效、匯率、收費及支出等因素。

以折讓或溢價買賣

若 ETFs 所追的指數／市場就投資者的參與設有限制，則為使 ETFs 的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令 ETF 的價格相對其資產淨值出現溢價或折讓。投資者若以溢價買入 ETF，在基金終止時可能無法收回溢價。

外匯風險

若投資者所買賣的交易所買賣基金的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相開資產的價值造成負面影響，連帶影響交易所買賣基金的價格。

**Risk Disclosure Statement**

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

**Risk of trading Growth Enterprise Market stocks**
*Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.*
*You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.*
*Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.*
*You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.*

**Risks of client assets received or held outside Hong Kong**
*Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.*

**Risk of trading Nasdaq-Amex securities at The Stock Exchange of Hong Kong Limited**

*The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.*

**Risks of Renminbi (RMB) Securities or RMB Investments**

1. Exchange risks and Daily Conversion Limit, etc.

Renminbi (RMB) is currently not freely convertible and there may at any given time be limited availability of RMB outside Mainland China. There is conversion risk in RMB denominated securities, and daily or other limits may apply to conversion amounts. If converting to or from RMB in Hong Kong, you may have to allow sufficient time to avoid exceeding such limits.

In addition, there is a liquidity risk associated with RMB denominated securities, especially if such securities do not have an active secondary market and their prices have large bid/offer spreads. Investment in RMB denominated securities is subject to exchange rate risks. The value of the RMB against any other foreign currencies fluctuates and is affected by changes in Mainland China and international political and economic conditions and by many other factors. The value of RMB settlement amounts compared to other currencies will vary with the prevailing exchange rates in the market.

2. Limited availability of underlying investments denominated in RMB

For RMB products that do not have access to invest directly in Mainland China, their available choice of underlying investments denominated in RMB outside Mainland China may be limited. Such limitation may adversely affect the return and performance of the RMB products.

3. Projected returns which are not guaranteed

If the RMB investment product is attached with a statement of illustrative return which is (partly) not guaranteed, you should pay particular attention to any disclosure relating to the return (or the part of the return, as the case may be) which is not guaranteed and the assumptions on which the illustrations are based, including, e.g., any future bonus or dividend declaration.

4. Long term commitment to investment products

For RMB products which involve a long period of investment, you should pay particular attention to the fact that if you redeem your investment before the maturity date or during the lock-up period (if applicable), you may incur a significant loss of principal where the proceeds may be substantially lower than their invested amount. You should beware of the early surrender/withdrawal fees and charges, if any, as well as the loss of bonuses (where applicable) as a result of redemption before the maturity date or during the lock-up period.

5. Credit risk of counterparties

You should pay particular attention to the credit risk of counterparties involved in the RMB products. To the extent that the RMB products may invest in RMB debt instruments not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a RMB product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB product and result in substantial loss.

6. Interest rate risk

For RMB products which are, or may invest in, RMB debt instruments, you should pay attention to the fact that such instruments may be susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.

7. Liquidity Risk
You should pay attention to the liquidity risk associated with the RMB products, and where applicable, the possibility that the RMB products may suffer significant losses in liquidating the underlying investments, especially if such investments do not have an active secondary market and their prices have large bid/offer spreads.

8. Possibility of not receiving RMB upon redemption

For RMB products with a significant portion of non-RMB denominated underlying investments, you should pay attention to the possibility of not receiving the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

**Risk of Trading in Derivatives and Structured Products**

Derivative transactions ("Derivative Transactions") can involve a range of products (including some more generally known as structured notes and also including products known as structured deposits). Such products can either be apparently simple (such as forwards or options) or highly (and perhaps individually) structured.

These products can have substantial benefits for users but they carry with them substantial risks which must be clearly understood by their users. Considering the possible risks, you should ensure that you have all necessary information you require to assess a Derivative Transaction before deciding on its appropriateness for you. You should consider what you intend to achieve from the Derivative Transaction, including your financial and operational resources, and any tax and accounting considerations. You should be aware of any

general framework for Derivative Transactions established by any governing body. There may also be significant regulatory or other legal considerations to be taken into account.

For the sake of simplicity, Derivative Transactions can be divided into four basic forms, although the forms can be overlapping and one deal can be a combination of those four forms. The basic forms are swaps, options, forwards and hybrid instruments (which are asset, liability, equity or debt obligations with an embedded transaction from one of the other three categories). Derivative Transactions can be settled in cash, by delivery of property against other property or cash, or by normal hold to maturity with no cash settlements. No matter what form is involved, a common feature of all derivatives is that the obligations of one or both of the parties are based on price movements in an underlying financial asset from which the transaction is derived. This financial asset may be, for example, securities (including shares and bonds), interest rates, indices, currencies or the creditworthiness of a reference entity.

You should not enter into a Derivative Transaction unless you fully understand:

- the nature and fundamentals of a derivative and the financial asset underlying such derivative;
- the legal terms and conditions of the documentation for such derivative;
- the extent of the economic risk to which you are exposed as a result of entering into such Derivative Transaction (and you have determined that the tax treatment of such derivative (which can be complex and/or uncertain); and
- the regulatory treatment of such derivative.

**Risks of Exchange-Traded Structured Products ("Structured Products") e.g. Derivative Warrants ("Warrants"), Callable Bull/Bear Contracts ("CBBC")**

1. Issuer default risk

In the event that a Structured Product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and creditworthiness of structured product issuers.
Note: "Issuers Credit Rating" showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under CBBCs section on the HKEx corporate website.

2. Uncollateralised product risk

Uncollateralised Structured Products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.

3. Gearing risk

Structured Products such as Warrants and CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a Structured Product may fall to zero resulting in a total loss of the initial investment.

4. Expiry considerations
Structured Products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

5. Extraordinary price movements

The price of a Structured Product may not match its theoretical price due to outside influences such as market supply and demand factors. As a Foreign exchange risk Investors trading Structured Products with underlying

assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the Structured Product price.

6. Liquidity risk

The Exchange requires all Structured Product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned. There is no guarantee that investors will be able to buy or sell their Structured Products at their target price any time they wish.

**Additional Risks of Warrants**

1. Time decay risk

All things being equal, the value of a Warrant will decay over time as it approaches its expiry date. Warrants should therefore not be viewed as long term investments.

2. Volatility risk

Prices of Warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

3. Market Risk and Turnover

Other than basic factors that determine the theoretical price of a Warrant, Warrant price are also affected by all prevailing market forces including the demand for and supply of the Warrants. The market forces will be greatest when a Warrant issue is almost sold out and when issuers make further issues of an existing Warrant issue. High turnover should not be regarded as an indication the price of a Warrant will go up. The price of a Warrant is affected by a number of factors in addition to market forces, such as the price of the underlying assets and its volatility, the time remaining to expiry, interest rates and the expected dividend on the underlying assets.

**Additional Risks of CBBCs**

1. Mandatory call risk

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

2. Funding costs

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

3. Trading of CBBC Close to Call Price

When the underlying asset is trading close to the call price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

However, the trade inputted by the investor may still be executed and confirmed by the Exchange participants after the Mandatory Call Event ("MCE") since there may be some time lapse between the MCE time and suspension of the CBBC trading. Any trades executed after the MCE will not be recognized and cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBBC is trading close to the call price.

For more information on Warrants and CBBCs, please visit the HKEx corporate website:

Derivative Warrants, Products & Services Section
(http://www.hkex.com.hk/eng/prod/secprod/dwrc/dw.htm)
Callable Bull/Bear Contracts, Products & Services Section
(http://www.hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm)

**Risks of Synthetic Exchange Traded Funds ("ETFs")**

Unlike traditional Exchange traded Funds ("ETFs"), Synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark's performance. Investment in Synthetic ETFs involves high risk and is not suitable for every investor. Investors should understand and consider the following risks before trading Synthetic ETFs.

Market Risk

ETFs are typically designed to track the performance of certain indices, market sectors, or group of assets such as stocks, bonds, or commodities. Investors are exposed to the political, economic, currency and other risks related to the ETF's underlying index/assets it is tracking. Investment must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.

Counterparty Risk

Where a Synthetic ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index, Further, potential contagion and concentration risks of the derivatives issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of Synthetic ETF may have a "knock-on" effect on other derivative counterparties of the Synthetic ETFs). Some Synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the Synthetic ETF seeks to realize the collateral.

Liquidity Risk

There is no assurance that a liquid market exists for an ETF. A higher liquidity risk is involved if a Synthetic ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of derivatives may result in losses. Therefore, they can be more difficult costly to unwind early, when the instruments provide access to a restricted market where liquidity is limited.

Tracking Error Risk

There may be disparity between the performance of the ETFs and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

Trading at a Discount or Premium

Where the index/ market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETFs in line with its net asset value (NAV) may be disrupted, causing the

ETF to trade at a higher premium or discount to its NAV. Investors who buy an ETF at a premium may not be able to recover the premium in the event of termination.

Foreign Exchange Risk

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETFs price.

The parties have executed this Agreement on ： _____

本協議簽訂日期：_____年_____月_____日

Individual / Joint Account Holder(s) / Corporate (sign with chop of firm)
個人 / 聯名 / 公司（請蓋上商號章）

SIGNED by the Client: )
客戶簽署: )
)
)
)
_____ )
*(Name of Client)* *(I.D. Card/Passport No.)* )
*(客戶姓名)* *(身份證/護照號碼)* )
)
)
_____ )
*(Name of Client)* *(I.D. Card/Passport No.)* )
*(客戶姓名)* *(身份證/護照號碼)* )

In the presence of: )
見證於

_____
Witness Signature
見證人簽署

Witness Name: _____ HKID/Passport No./CE No.: _____
見證人姓名: 香港身份證/護照號碼/中央編號：

**ACCRPTED AND CONFIRMED BY EMPERIO SECURITIES AND ASSETS MANAGEMENT LIMITED**
**帝峯證券及資產管理有限公司**

SIGNED by )
簽署由 )
its authorized director(s) )
**獲授權董事** )
for and on behalf of ) _____
**EMPERIO SECURITIES AND ASSETS** ) Director(s) (add signature chop)
**MANAGEMENT LIMITED** ) 董事 (附公司簽名章)
**代表帝峯證券及資產管理有限公司**

| Internal use（for internal only）內部專用（客戶請勿填寫） | | |
|---|---|---|
| Representative 營業代表 | Reviewed by 檢閱 | Approved by 批核 |
| | | |