



PATRONS SECURITIES LIMITED  
百惠證券有限公司

證券客戶協議及附表  
SECURITIES CLIENT AGREEMENT  
AND  
SCHEDULE

(Licensed with the Securities and Futures Commission as a licensed corporation (CE No. BPQ161)) for dealing in securities under Type 1 and Type 4 (dealing in securities) regulated activities of Part 1 in Schedule 5 to the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong Limited.)

(獲證券及期貨事務監察委員會發牌的持牌法團(中央編號：BPQ161) 可經營證券及期貨條例附表 5 第 1 部份中所指第 1 類和第4類 (證券交易) 受規管活動以及是香港聯合交易所有限公司參與者)

## Table of Content 目錄

Part A.	Definitions and Interpretations ----- 定義及詮釋	3
Part B.	General Terms and Conditions ----- 一般條款及條件	9
Schedule 1 附表 1	Notice On Personal Data ----- 個人資料告示	31
Schedule 2 附表 2	Risk Disclosure Statement ----- 風險披露聲明	34
Schedule 3 附表 3	Internet Securities Trading Services Agreement ----- 互聯網證券交易服務協議	45
Schedule 4 附表 4	MARGIN CLIENT AGREEMENT ----- 保證金客戶協議	57
Schedule 5 附表 5	Confirmation Of Obtaining Client Consent Under Hong Kong Investor Identification Regime (HKIDR) and Over-The-Counter Securities Transactions Reporting Regime (OTCR) ----- 香港投資者識別碼制度及場外證券交易匯報制度客戶同意書	81

# SECURITIES CLIENT AGREEMENT

## 客戶協議書

To : PATRONS SECURITIES LIMITED

致 : 百惠證券有限公司

In consideration of your opening and maintaining at my/our request of one or more securities trading account(s) for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description, I/we, the undersigned hereby agree to effect transactions as hereinafter defined subject to the following terms and conditions of the Client Agreement for Cash Account (“the Agreement”):

鑒於本人(等) 諮詢貴 司要求開立及持續運作一個證券買賣賬戶給本人(等) ; 並且鑒於貴 司同意作為本人(等)的代理或經紀 , 以執行各式及各類證券買賣指示見下文釋義 , 本人(等)茲同意根據下列條款及細則進行交易(“協議書”) :

### Part A.

#### Definitions and Interpretations

定義及詮釋

Unless otherwise stated, in these terms and conditions:

除非本文另有所指, 在本條款及細則中 :

“Account” “賬戶”	means any one or more securities trading accounts now or thereafter opened in the name of the Client with the Company in connection with this Agreement 「帳戶」指當前或今後根據本協議以客戶名義在本公司開立的任何一個或多個證券戶口交易帳戶 ;
“Account Opening Information Form” “開戶資料表”	means the account opening form entered into by me/us with you for opening of one or more securities trading account(s), together with any declaration, information, notes and statements thereto to be completed and signed by you and, as the context requires, any amendments made thereto from time to time; 指為開立一個或數個交易賬戶而由本人(等)填寫並遞交予貴 司的開戶申請表 , 以及將由本人(等)填寫及簽署的與此有關的任何聲明、資訊、備註及陳述書 , 連同適用的任何不時修訂的最新版本 ;
“Applicable Laws and Regulations” “適用法律及法規”	means: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions (including but not

	<p>limited to any applicable intergovernmental agreements entered into pursuant to FATCA) which in your sole discretion you are obligated to comply with; (ii) any agreement between you and any Authority (including but not limited to any agreements entered into pursuant to FATCA); and (iii) any code of conduct, guidelines, best practices, or internal policies of you adopted or implemented to facilitate your compliance with (i) or (ii);</p> <p>指: ( i ) 任何當地或外國法律、法例、規例、要求、指導、指引、規則、實務守則，無論其是否與貴司全權酌情認為其須遵守的兩個或多個司法管轄區域的政府或監管機構訂立的政府間協議有關（包括但不限於任何可適用的根據 FATCA 所訂立的政府間協議）；( ii ) 貴司與任何機構所訂立的協議（包括但不限於任何根據 FATCA 所訂立的協議）；以及 ( iii ) 任何貴司為遵循 ( i ) 或 ( ii ) 所採用或實施的任何行為守則、指引、最佳作業標準或內部政策；</p>
<p>“Authority” “機構”</p>	<p>means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong;</p> <p>指任何國家、州、或地方政府及其任何政治分部，在香港或海外的任何司法管轄區的任何機構、機關、部門（無論屬司法或行政）、監管或自我監管組織、執法機構、法院、中央銀行或稅務機關；</p>
<p>“Authorized Person” “獲授權人士”</p>	<p>means, if I/we consist of one or more individuals, each such individual and any other person(s) as may from time to time be appointed by me/us and notify to you in writing or, if I/we are a body corporate, any director or other person specified as an Authorized Person in the Account Opening Information Form or in any document of authorization of that body corporate, and in either case such other person(s) as appointed in substitution therefor or in addition thereto and notified in writing to you by an Authorized Person from time to time provided that any such appointment of other Authorized Person(s) shall be effective from the time of actual receipt of notification by us;</p> <p>就一名或數名自然人客戶而言，是指各自然人及本人(等)不時指定並以書面通知貴司的任何其他人士；就法人實體而</p>

	<p>言，是指開戶資料表或法人實體的任何其他授權文件中被指定為獲授權人士的任何董事或其他人士；而在以上任何一種情形下，均包含獲授權人士不時就此指定並以書面通知貴司的替代或新增的其他人士；惟獲授權人士的任何此類指定僅在經紀人實際收到其通知之時生效；</p>
<p>“Automatic Exchange of Financial Account Information” or “AEOI” “自動交換財務帳戶資料” 或 “AEOI”</p>	<p>means the Organization for Economic Co-operation and Development (OECD) Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance (including without limitation, any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above) ;</p> <p>指經濟合作與發展組織(OECD)之自動交換財務帳戶稅務資料之標準 – 共同申報準則及任何相關指引(包括但不限於為使上述事情產生效力而在香港制訂之法例、規則或指引)；</p>
<p>“Clearing House” “結算所”</p>	<p>means HKSCC in relation to Stock Exchange and, in relation to any other stock exchange, the clearing house providing services similar to those of HKSCC to such other stock exchange;</p> <p>指就香港聯交所而言，即為香港中央結算有限公司；若是指任何其他證券交易所，則是指為此類其他證券交易所提供與香港中央結算有限公司類似服務的結算所；</p>
<p>“Client Money Rules” “客戶款項規則”</p>	<p>means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;</p> <p>指證監會根據《證券及期貨條例》第149條的規定制定的《證券及期貨（客戶款項）規則》（香港法例第571I章）以及經不時修訂的新版本；</p>
<p>“Client Securities Rules” “客戶證券規則”</p>	<p>means the Securities and Futures (Client Securities) Rules (Chapter 571H of the Laws of Hong Kong) made by the SFC under section 148 of the Securities and Futures Ordinance as amended from time to time;</p> <p>指證監會根據《證券及期貨條例》第148條的規定制定的《證券及期貨（客戶證券）規則》（香港法例第571H章）以及經不時修訂的新版本；</p>

<p>“Consenting Person” “同意人士”</p>	<p>means I/we and any person other than me/us who is beneficially interested or financially interested in the payments with respect to the Account. For the avoidance of doubt, this term includes but is not limited to a director or officer of a company, partners or members of a partnership, any substantial owner or controlling person or beneficial owner, the trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent, nominee or client of me/us or any other persons or entities having a relationship to me/us that is relevant to its relationship with you as determined in your sole discretion;</p> <p>指針對賬戶在實質上或經濟上有付款責任的本人(等)及除本人(等)以外的任何人士。為免生疑慮，同意人士包括但不限於貴司的董事或職員、合夥企業的合夥人或成員、任何主要擁有人或控制人或實益擁有人、受託人、信託的財產授予人或保護人、指定賬戶的賬戶持有人、指定付款的付款人、代表、代理人、代名人或本人(等)的客戶，或任何貴司自行認為與本人(等)有關係的其他人士或實體；</p>
<p>“Exchange” “交易所”</p>	<p>means the Stock Exchange and any other stock exchanges outside Hong Kong;</p> <p>指香港聯交所及香港境外的任何其他證券交易所；</p>
<p>“HKSCC” “香港結算”</p>	<p>means the Hong Kong Securities Clearing Company Limited;</p> <p>指香港中央結算有限公司；</p>
<p>FATCA” “海外帳戶稅收合規法案</p>	<p>means the Foreign Account Tax Compliance Act enacted and codified as Sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended, and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong;</p> <p>指被制定並編纂在《1986年美國國內收入法》第1471條至1474條的《海外帳戶稅收合規法案》，與其不時之修訂，以及在香港或海外的任何司法管轄區的任何有關的類似或相近的立法文件、條約、政府間協議、法規、指令、或任何機構的官方指導；</p>
<p>“Hong Kong Dollar” “港元”</p>	<p>means the lawful currency of Hong Kong;</p> <p>指香港的法定貨幣港元；</p>
<p>“Hong Kong” “香港”</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China;</p> <p>指中華人民共和國香港特別行政區；</p>

<p>“Instruction(s)” “指示”</p>	<p>includes any instructions given by me/us or any Authorized Person, which in any way relate to, arise out of and/or are in connection with these terms and conditions, the Account or (without limitation to the sense of the foregoing) any services to be provided by you, whether such instructions are given orally, in writing, by facsimile and/or by electronic means. Any such instructions given by an Authorized Person shall be subject to any specific limitations as from time to time specified by me/us, or by you as approved by me/us;</p> <p>包括本人(等)或任何獲授權人士以任何方式作出的有關及/或由本條款及細則、賬戶或(不限於前述意思)或貴司提供的任何服務的任何指示,無論是以口頭、書面、傳真及/或電子形式作出的此類指示。獲授權人士作出的任何此類指示必須符合貴司不時規定的具體限制或由本人(等)規定並由貴司批准的限制;</p>
<p>“Internet Service” “互聯網服務”</p>	<p>means any services and facilities that may be provided by you including without limitation to any dealings relating to the Securities, upon being instructed by me/us</p>
	<p>using any online communication devices as approved by you from time to time;</p> <p>指貴司提供的任何服務及設施,包括但不限於根據本人(等)使用由貴司不時批准的任何網上通信設備作出的指示而進行的任何有關證券交易;</p>
<p>“Notice on Personal Data” “個人資料告示”</p>	<p>means the notice to me/us relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) issued by us, as amended from time to time;</p> <p>指貴司向本人(等)簽發的有關《個人資料(私隱)條例》(香港法例第486章)的通知,以及不時修訂及更新的該等版本;</p>
<p>"Personal Information" “個人資料”</p>	<p>means: (i) where any Consenting Person is an Individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number, social security number, citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as you may require regarding the Consenting Person; and (ii) where I/we and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status (as indicated on IRS Form W-8 or W-9, for example), tax residency, registered address or address</p>

	<p>of place of business of its substantial shareholders and controlling persons, or (if applicable) such information as you may require regarding the Consenting Person, each of its substantial shareholders and controlling persons;</p> <p>指：(i) 當任何同意人士為個人時，他/她的全名、出生日期及地點、居住地址、郵寄地址、聯繫資料（包括電話號碼），及任何納稅人識別編號、社會保障號碼、公民身份、居民地及稅務上的常駐國家或（如適用）貴司所要求的有關同意人士的其他資料；及(ii) 當本人(等)及任何同意人士是一間公司/實體時，其註冊或成立日期及地點、註冊地址、營業地址、稅務識別編號、（如IRS表格W-8或W-9所述之）稅務狀況、稅務上的常駐國家，每一個主要股東及控制人的註冊地址或營業地址，或（如適用）貴司所要求的任何同意人士及每一個主要股東及控制人的其他資料。</p>
<p>“Securities” “證券”</p>	<p>includes the meaning in Schedule 1 of the Securities and Futures Ordinance, but for the avoidance of doubt, shall also include warrants, unlisted securities (including mutual funds), securities to be listed on the Stock Exchange and securities listed and/or traded on any Exchange or any over-the-counter markets;</p> <p>包括《證券及期貨條例》附表一中之定義；為免生疑問，亦包括權證、未上市證券（包括互惠基金）、準備在聯交所上市的證券及/或在任何交易所或任何場外市場交易的任何證券；</p>
<p>“Securities and Futures Ordinance” “《證券及期貨條例》”</p>	<p>means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or re-enacted from time to time;</p> <p>指《證券及期貨條例》（香港法例第571章），以及不時對該條例作出的修訂或重新立法；</p>
<p>“SFC” “證監會”</p>	<p>means the Securities and Futures Commission of Hong Kong;</p> <p>指香港證券及期貨事務監察委員會；</p>
<p>“Stock Exchange” “聯交所”</p>	<p>means The Stock Exchange of Hong Kong Limited;</p> <p>指香港聯合交易所有限公司；</p>
<p>"Tax Information" “稅務資料”</p>	<p>in respect of me/us and any Consenting Person, means:</p> <p>(i) any documentation or information (and accompanying statements, waivers and consents as you may from time to time require or as I/we and any Consenting Person from time to time give) relating, directly or indirectly, to the tax status of me/us and any Consenting Person (as indicated on IRS Form W-8 or W-9, for example); (ii) Personal Information of me/us and any Consenting Person; and (iii) any information of the Account; and</p>

	指就客戶及任何同意人士而言，(i) 與本人(等)及任何同意人士(如IRS表格W-8或W-9所述之)之稅務狀況直接或間接有關的文件或資料，以及貴司不時要求或同意人士不時提供的隨附陳述、放棄及同意文件；(ii) 本人(等)及任何同意人士的個人資料；及(iii) 與賬戶有關的任何資料；及
“US Person” “美國人士”	means any person that falls within the definition of a U.S. person as defined in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time. 指根據1933年《美國證券法》規定頒佈的S條例及其不時修訂中定義為美國人士之任何人士。

## Part B.

### General Terms and Conditions

#### 一般條款及條件

#### 1. The Account

##### 賬戶

- 1.1 I/We confirm that all the information provided in the “Account Opening Information Form” are true, complete and accurate. I/We undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries from time to time on me/us to verify the information provided.

本人(等)確認「開戶資料表」之所載資料均屬真實、完整及正確。倘該等資料有任何重要變更，本人(等)將會通知貴司。本人(等)特此授權貴司對本人(等)的財政信用不時進行查詢，以核實上述表格所載資料。

- 1.2 You will keep information relating to my/our Account confidential, but may provide any such information to, including without limitation, the Exchange, the Clearing House and the SFC to comply with their requirements or requests for information.

貴司將會對本人(等)賬戶的有關資料予以保密，但貴司可以根據香港聯合交易所有限公司(“聯交所”)、香港中央結算有限公司(“中央結算”)及證券期貨事務監察委員會(“證監會”)的規定或應其要求，將該等資料，包括但不限於、提供予聯交所、中央結算及證監會。

#### 2. Laws and Rules

##### 法例及規則

- 2.1 All transactions in securities which you effect on my/our instructions (“the Transaction”) shall be effected at all times in accordance with all applicable laws, rules or regulations in force. These include the rules of the SFC, the Exchange and the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

貴司按本人(等)的指示而進行的一切證券交易(“交易”)，須根據適用於貴司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。貴司根據該等法例、規則及指示而採取的所有行動均對本人(等)具有法律約束力。

2.2 I/We shall not instruct you to do anything which is a breach of, or would or is likely to involve a breach of, the Securities and Futures Ordinance, the Rules of the Stock Exchange, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Rules of HKSCC or any laws, rules or regulations in force (including but not limited to the U. S. Foreign Account Tax Compliance Act of 2010 and U. S. Securities Act of 1933, as amended) and/or applicable to the conduct of the business of dealing in Securities (whether or not having the force of law) or any act which, in the sole opinion of you would be adverse to your lawful interest or rights under this Agreement.

本人(等)不得指示貴司作出任何屬於、將會或可能涉及違反《證券及期貨條例》、《聯交所規則》、香港《公司收購、合併及股份購回守則》、《香港結算規則》或任何法律、規則或法規（包括但不限於美國 2010 年《外國帳戶稅收遵從法》和 1933 年美國《證券法》及其經修訂版本）及/或適用於證券交易業務處理的法例、規則或法規（不論是否具法律效力）或貴司全權認為會對貴司的合法權益或本業務條款賦予貴司的權利有任何不利影響的任何行動。

### 3. Authority

授權

3.1 I/We (in the case of a corporation) authorize the Authorized Person(s) to have full authority to represent me/us in all matters in relation to all Transactions with you and to sign on our behalf all agreements and documents relating to the Account and its operation, Transactions and this Agreement. All such documents, instructions or orders which, if given or signed by the Authorized Person(s), shall be absolutely and conclusively binding on me/us provided that verbal orders or instructions from any one of the Authorized Person(s) shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in the Account Opening Information Form.

本人(等) (倘為法團) 授權獲授權人士在與貴司進行的所有交易所涉及的一切事宜方面全權代表本人(等) · 及代表本人(等)簽署所有與賬戶及其運作、交易及本協定有關的協議書及文件。而所有該等文件、指示或指令，如由獲授權人士發出或簽署，且任何一個獲授權人士所作出的口頭指令或指示屬合法有效，則對本人(等)具有絕對及不可推翻的約束力，而所有上述文件、指示或指令如為書面形式且需親筆簽署，則應按「開戶資料表」所指定的簽署指示簽署。

3.2 If I/we are an individual who wishes to appoint Authorized Person(s), I/we shall in addition to completing the Account Opening Information Form, provide you a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to you.

倘若本人(等)屬個人且希望委任獲授權人士，除填妥「開戶資料表」之外，本人(等)必須向貴司呈交一份格式由貴司指定或認可已簽署的授權書或其他類似委任文件。

3.3 I/We confirm and agree that I/we retain full responsibility for all Transactions and you are responsible only for the execution, clearing and carrying out of Transactions and have 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 Transactions therein. You are also not responsible to me/us with respect to the suitability, profitability, tax, legal or accounting consequences of any Transactions.

本人(等)確認及同意對所有交易承擔全部責任，貴司僅負責執行、結算及進行交易，對任何介紹行、投資顧問或其他與賬戶或其中所包含的交易有關的第三方的任何行為、活動、表述或聲明，貴司概不承擔任何責任或義務。就任何交易的適當性、盈利能力、稅項、法律或會計的後果，貴司亦不會對本人(等)承擔責任。

- 3.4 I/We authorize you to instruct such correspondent agent as you may in its absolute discretion deem fit to execute transactions and acknowledge 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 me/us.

本人(等)授權本公司可行使絕對酌情決定委任適合於執行交易的代理經紀，並承認上述代理經紀的業務條款及任何交易所及結算所的規則應適用於該等交易，並對本人(等)具有約束力。

#### **4. Transaction**

交易

- 4.1 Any day order for purchase or sale of Securities placed by me/us that has not been executed before the close of business on the relevant Exchange or such other expiration date required by the Exchange or such other later time as I/we and you may agree shall be deemed to have been cancelled automatically.

由本人(等)發出的任何買賣證券的當天指令，倘在相關交易所營業時間結束或該交易所規定的其他期限屆滿時，或本人(等)與貴司協議的其他較後時間尚未執行，則應視作自動取消。

- 4.2 I/We authorize you, at any time and at your absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of Instructions, to consolidate and/or disaggregate my/our Instructions to purchase and/or sell Securities on my/our behalf with similar instructions received from your other customers, provided that such consolidation or disaggregation shall not result in the execution of the Instructions at a price less favorable than could have been achieved had the Instructions been executed individually, and provided further that, in the event of there being insufficient Securities available to satisfy purchase orders so consolidated, the number of Securities actually purchased shall be given to each individual Instruction in the order in which those orders were received by you.

本人(等)授權貴司在任何時候擁有絕對酌情權，為取得較好的成交價及 / 或減少指示數量而代表本人(等)購買及 / 或出售證券的指示，與貴司收到的其他客戶的類似指示，進行合併及 / 或分拆處理，惟該等合併或分拆不應導致執行該等指示的價格低於其單獨執行時所獲得的價格。而且倘無足夠證券滿足如此合併的購買指令，則實際購買的證券數量將按貴司獲得彼等指令的先後次序分配予各單獨指示。

- 4.3 I/We acknowledge and agree that any Instructions given or purported to be given by any means to you by me/us or by any Authorized Person(s) and which are acted on or relied on by you shall at all times be irrevocable and bind on me/us, whether or not such Instructions are in fact given or authorized by me/us. Under no circumstance you have any duty to enquire or verify the identity or authority of the person giving instruction by any accepted means.

本人(等)承認及同意，本人(等)或任何獲授權人士透過任何方式向貴司發出的或意圖發出的而貴司已據此行事或視之為依據的任何指示，無論何時均屬不可撤銷且對本人(等)具約束力，不論該等指示實際上是否由本人(等)發出或是否獲本人(等)授權。在任何情況下，貴司均無義務透過任何已接受的方式向發出指示人士的身份或許可權作出查問或核實。

- 4.4 I/We acknowledge that once an Instruction has been made it may not be possible to cancel or change the Instruction.

本人(等)承認，指示一經發出，即可能無法取消或更改。

4.5 You will act as my/our agent in effecting Transactions unless you indicate in the statement or confirmation relevant to such Transactions that you are acting as principal.

除貴司在結單或其他確認單據內註明以自己本身名義進行交易外，貴司將以本人(等)的代理人身份進行交易。

4.6 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.

倘沽盤是有關非由本人(等)擁有的證券，即涉及賣空交易，本人(等)將會通知貴司，以便符合《證券及期貨條例》第170條。

4.7 For all Transactions, I/we will pay your fees, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fees and clearing fees imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fees and clearing fees and stamp duties from the Account.

本人(等)會就所有交易支付貴司通知本人(等)的佣金和所有收費，繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。貴司可以從賬戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。

4.8 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will:

就每一宗交易，除另有協定外或除非貴司已代表本人(等)持有現金或證券以供交易交收之用，否則本人(等)將會在貴司就該項交易通知本人(等)的期限之前，

- pay you cleared funds or deliver to you securities in deliverable form; or  
向貴司交付可即時動用的資金或可以交付的證券；或
- otherwise ensure that you have received such funds or securities.

以其他方式確保貴司收到此等資金或證券。

by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may:

倘本人(等)未能這樣做，貴司可以

- in the case of a purchase Transaction, sell the purchased securities; and  
(如屬買入交易)出售買入的證券；及
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

(如屬賣出交易)借入及/或買入證券以進行交易的交收。)

4.9 I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures.

本人(等)將會負擔貴司因本人(等)未能進行交收而引起的任何損失及開支。

4.10 I/We agree to pay interests on all overdue balances (including interests arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人(等)同意就所有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息)，按貴司不時通知本人(等)的利率及其他條款支付利息。

4.11 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致貴司須買入證券進行交收，本人(等)毋須為買入該等證券的費用向貴司負責。

4.12 The Account(s) shall be in Hong Kong Dollar or such other currencies as you may agree from time to time and in the event that I/we instruct you to effect any sale or purchase of securities in a currency other than Hong Kong Dollar, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of me/us solely. If I/we do not settle the liability with the relevant foreign currency, you shall have the right to convert any amount of the currency standing to the credit of the Account to a foreign currency amount or to buy in the foreign currency on behalf of me/us to settle the relevant liability. I/We shall pay and bear any losses and expenses that you have paid and have to bear. Any conversion from one currency into another required to be made for performing any action or step taken by you under this Agreement may be effected by you in such manner and at such time as it may in its absolute discretion decide.

賬戶必須以港元或貴司不時同意之其他貨幣為單位，若本人(等)指示貴司以港幣以外之其他貨幣進行證券買賣，本人(等)必須單獨承擔由有關貨幣兌換波動而導致之任何收益或損失。如本人(等)未能以相關之外幣繳付其外幣債務，貴司有權選擇將本人(等)戶口內任何其他貨幣之款項兌換為有關外幣，或代本人(等)買入有關外幣以抵銷其外幣債務。而本人(等)將需負擔貴司因而引起的任何損失及開支。貴司可以依照其全權決定之形式和時間兌換貨幣，以實行其在本協議下採取之任何行動或步驟。

4.13 I/We hereby authorize PATRONS and its associated entities (as defined in the Securities and Futures Ordinance) (if any) for a period commencing from the date of PATRONS's approval to this authority up to and including the last day of the eleventh (11th) month next after the date of such approval to deal with my/our securities and securities collateral from time to time received or held in Hong Kong by or on behalf of PATRONS or any of its associated entities in one or more of the following ways without further notice to or consent from me/us:

1. to apply any of the securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. to deposit any of the securities collateral with an authorized financial institution as collateral for financial accommodation provided to PATRONS; and/or
3. to deposit any of the securities collateral with any clearing house recognized by the Hong Kong Securities and Futures Commission or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of PATRONS's settlement obligations and liabilities. I/We hereby acknowledge that PATRONS has the practice of repledging clients' securities collateral. This authority may be renewed or deemed to have been renewed in accordance with the Securities and Futures (Client Securities) Rules but may be revoked by me/us by giving to PATRONS at least 5 business days' prior written notice of revocation

本人 / 吾等授權百惠證券及其有聯繫實體 (按《證券及期貨條例》之定義) (如有) 可於百惠證券批准本授權當天開始直至及包括隨後第十一個月份的最後一天的期間內，以下列一種或多於一種方式處理不時由百惠證券或其任何有聯繫實體代本人 / 吾等在香港收取或持有的證券及證券抵押品，

毋須進一步通知本人 / 吾等或取得本人 / 吾等的同意：

1. 依據證券借貸協議運用任何有關證券或證券抵押品；
2. 將任何有關證券抵押品存放於認可財務機構，作為提供予百惠證券的財務通融的抵押品；及 / 或
3. 將任何有關證券抵押品存放於獲香港證券及期貨事務監察委員會認可的結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除百惠證券在交收上的義務和清償百惠證券在交收上的法律責任的抵押品。本人 / 吾等獲悉百惠證券有將證券抵押品再質押的做法。本授權可根據《證券及期貨（客戶證券）規則》的規定下予以續期或被當作已續期，惟本人 / 吾等可向百惠證券發出不少於 5 個工作天之前書面通知以撤銷本授權。

4.14 All payments to be made by me/us to you in a currency other than Hong Kong Dollar shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by you.

若本人(等)以港幣以外之其他貨幣給貴司付款，當貴司收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

4.15 Short Sale -The Client acknowledges the fact that PATRONS requires that stock certificate of securities or the equivalent be deposited into the Client's Account prior to the acceptance of a sell order. Upon placing of sale orders of Securities which are not owned by the Client at the time of the sale (i.e. short selling), the Client hereby undertakes to: (a) make full and frank disclosure of such order(s) to PATRONS; (b) provide (without demand by PATRONS) all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the Exchange; (c) authorize PATRONS to arrange a buy-in of the relevant Securities at the prevailing market price for the Client's Account that the Client accidentally sold short; (d) indemnify PATRONS against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by PATRONS as a result of the execution of the shorting selling order(s).

客戶確認百惠證券在接受賣出指令前要求客戶將股票或其等價物存入客戶帳戶。在下達在賣出時並不屬於客戶的證券的賣出指令時（即賣空時），客戶特此保證：(a)向百惠證券全面無保留地披露此類指令；(b)無須百惠證券要求即提供所有的文件證據以證明此賣空行為在《證券及期貨條例》或香港以及交易所的其他法律、規則以及規則下的合法性；(c)授權百惠證券在客戶意外賣空時安排以市場現價買入被賣空的證券；(d)免除並補償百惠證券承擔因執行賣空令單而承受或產生的所有損失、法律訴訟、成本和費用。

## 5. Order and Order Recording

買賣指示及電話記錄買賣指示

5.1 You may accept instructions from me/us or my/our Authorized Person(s) for order of Transaction by telephone or in writing -, either physically or electronically. You may also accept instructions in your prescribed order form signed by me/us or my/our Authorized Person(s) in your presence. In all cases, you shall time-stamp such instructions in the order as they are received.

貴司可接納本人(等)或獲授權人士使用電話或書面(以實體或電子形式)指示買賣證券。貴司亦可接納本人(等)或獲授權人士親臨貴司辦公室填寫貴司的買賣證券指示表格。全部的指示，貴司將以其次序前後蓋上時間印章。

5.2 I/We declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by electronic means unless there is fraud or willful default on your part.

本人(等)聲明，除非貴司欺詐或蓄意失責，否則貴司無須因延遲執行，或本人(等)透過電子方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。

- 5.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions.

倘若貴司收到互相抵觸的指示時，貴司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 5.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profits, damages, liabilities, costs or expenses suffered or incurred by me/us arising out of such refusal.

貴司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。

- 5.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system. I/We acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

本人(等)同意貴司可由貴司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由貴司單獨擁有，並接受如有糾紛時，該錄音為最終及決定性之證據。

- 5.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail.

凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以貴司的電話錄音或收到的圖文傳真指示記錄為準。

## **6. New Listing of Securities**

### 新證券上市

- 6.1 In the event that I/we request and authorize you to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as my/our agent and for my/our benefit or for the benefit of any other person, I/we hereby warrant and for your benefit that you have authority to make such application on my/our behalf.

本人(等)要求並授權貴司以代理人身份為本人(等)或任何其他人士的利益，申請在交易所新上市 / 或發行證券，為了貴司的利益，本人(等)保證貴司有權代表本人(等)提出該等申請。

- 6.2 I/We shall familiarize myself/ourselves and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities as set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and I/we agree to be bound by such terms and conditions in any such transactions I/we may have with you.

本人(等)應熟悉及遵守招股章程及 / 或發行文件，及申請表格或其他相關文件內所載列管轄新上市及 / 或發行該等證券及其申請的所有條款及條件，本人(等)同意與貴司進行的任何相關交易中受該等條款及條件約束。

- 6.3 I/We hereby give you all the representations, warranties and undertaking on which application 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).

本人(等)茲向貴司作出申請新上市及 / 或發行證券時必須作出的所有陳述、保證及承諾 (不論向相

關證券發行人、保薦人、包銷商或配售代理、有關交易所或任何其他相關監管機構或人士作出)。

- 6.4 I/We hereby further declare and warrant, and authorize you to disclose and warrant the Exchange or any application form (or otherwise) and to any other person as appropriate, that any such application made by you as its agent is the only application made, and the only application intended to be made, by me/us or on my/our behalf, to benefit me/us or the person for whose benefit my/our applying. I/We acknowledge and accept that the aforesaid declaration and warranty will be relied upon by you 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 you as my/our agent.

本人(等)進一步聲明及保證，並授權貴司在申請表格(或其他文件)向交易所或及任何其他適當人士披露及保證，貴司提交的任何相關申請，乃由本人(等)或代表本人(等)為自身或本人(等)代為申請的人士之利益，提交及有意提交的唯一申請。本人(等)承認並接受，貴司及相關證券發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或貴司作為本人(等)代理所提交任何申請之相關人士，均可依憑前述聲明及保證。

- 6.5 I/We acknowledge that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which I/we exercise statutory control shall be deemed to be an application made for the benefit of me/us.

本人(等)承認，倘申請由一間除證券買賣外並未有從事其他業務的非上市公司提交，而且本人(等)對該公司具法定控制權，則該等申請須視作為本人(等)的利益而作出的。

- 6.6 I/We recognize and understand 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. I/We undertake to provide you such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as you may in your absolute discretion from time to time.

本人(等)確認及明白，有關證券申請的法律、監管要求及市場慣例均會不時作出變化，而任何一種新上市或發行證券的規定亦會改變。本人(等)承諾根據相關法律、規管要求及市場慣例(按貴司不時行使絕對酌情權所決定的)，向貴司提供相關資料，採取額外相關措施，並作出額外聲明、保證及承諾。

## 7. Conflict of Interest

利益衝突

- 7.1 You and your directors, officers, employees or agents may act in any capacity for other person, trade on their own account or any other of its clients Securities forming part of the Account.

貴司及其董事、行政人員、僱員或代理人可以任何身份代表其他人士，為現金賬戶買賣貴司持有自用或貴司任何其他客戶所持有的證券或為貴司的個人賬戶或其他客戶的賬戶買賣構成現金帳戶的一部分。

- 7.2 You are authorized to buy, sell, hold or deal in any Securities or take the opposite position to my/our order whether it is on your own account or on behalf of your other clients.

不論貴司是自營買賣或代表其他客戶買賣，貴司獲授權買入、賣出、持有或買賣任何證券，或採取與本人(等)指令對立的持倉。

7.3 You are authorized to match my/our orders with those of other customers.

貴司獲授權將本人(等)指令與其他客戶指令進行對盤。

7.4 You are authorized to effect Transactions in Securities where you have a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

貴司獲授權在貴司持有證券或作為證券包銷商、保薦人或參與其他工作時進行證券交易。

## 8. Client Identity/Ultimate Beneficiary

客戶身份 / 最終受益人

Subject to the provisions herein, I/we shall, in respect of transactions in which I/we are not acting as principal, immediately upon demand by you inform the SFC and/or the Exchange of the identity, address and contact details of

在符合本協議書中條文的規定下，凡有關本人(等)並非以主事人或最終受益人之身份進行的交易，本人(等)將應貴司的要求即時向證監會及/或聯交所提供受益人下列資料：

(a) the person or entity ultimately responsible for originating the instruction in relation to the relevant transactions; and

最終負責發出有關交易指示的人士或實體的身份、位址及聯絡詳情；及

(b) the person or entity that stands to gain the commercial or economic benefit of the relevant transactions and/or bear its commercial or economic risk. And, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.

會獲取有關交易的商業或經濟利益或須承擔其商業及/或經濟風險的人士或實體的身份、位址及聯絡詳情。並且，如實體者是投資基金或賬戶，則提供該投資基金或賬戶的經理(視乎情況而定)資料。

(c) Clause 8 shall survive and subsist despite the termination of this Agreement in accordance with clause 20.

本協議書根據第20條終止後，第8條的規定仍然生效。

## 9. Safekeeping of Securities

證券的保管

9.1 Any securities which are held by you for safekeeping may, at your discretion:

寄存貴司妥為保管的任何證券，貴司可以酌情決定：

(a) (in the case of registrable securities) be registered in my/our name or in the name of your nominee(s); or

(如屬可註冊證券)以本人(等)的名義或以貴司的代理人名義登記；或

(b) be deposited in safe custody in a designated account with the Clearing House or an authorized financial institution, an approved custodian, or another intermediary for dealing in securities pursuant to section 5 of the Client Securities Rules. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放於貴司在結算所、認可財務機構、核准保管人或按照《客戶證券規則》第5條規定許可從事證券交易的其他中介人所開立的特定賬戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

9.2 Where the Securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or

transferred to me/us, as agreed with you. Where the Securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘證券未以本人(等)的名義登記，貴司於收到該等證券所獲派發的任何股息或其他利益時，須按本人(等)與貴司的協議存記入本人(等)的賬戶或支付予或轉賬予本人(等)。倘該等證券屬於貴司代客戶持有較大數量的同一證券的一部份時，本人(等)有權按本人(等)所占的比例獲得該等證券的利益。

**9.3 You do not have my/our written authority under section 148 of the Securities and Futures Ordinance to:**

本人(等)並無根據《證券及期貨條例》第 148 條以書面授權貴司：

- (a) deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system;

將本人(等)的任何證券存放在銀行業機構，作為貴司所獲墊支或貸款的抵押品，或者存放在結算所，作為履行貴司在結算系統下之責任的抵押品；

- (b) borrow or lend any of my/our securities, and/or  
借貸本人(等)的任何證券；及/或

- (c) otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

基於任何目的以其他方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。

**9.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.**

貴司毋須交回本人(等)的證券，其編號須與轉讓予本人(等)的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予本人(等)的證券相同，當然除了受其間資本重組另有規定外。

## **10. Moneys in the Account**

現金賬戶中的款項

**10.1 Any cash held for me/us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to me/us, shall be credited to one or more segregated account each of which shall be designated as a trust account or client account and shall be established and maintained with an authorized financial institution or any other person approved by the SFC for the purpose of section 4 of the Client Money Rules. Subject to mutual agreement between the parties hereto, no interest is payable by you in respect of any credit balance on my/our Account or any amount otherwise owing to me/us at any time.**

除了貴司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外，否則代本人(等)保管的現金須依照《客戶款項規則》第 4 條的規定，應存放於一家認可財務機構或經證監會批准的任何其他人士所開立及管理的一個或數個獲指定為信託賬戶或客戶賬戶的獨立帳戶內。根據雙方共同協定，貴司無須就本人(等)現金帳戶上的任何借方餘額或在任何時候欠付本人(等)的其他款項支付利息。

10.2 Payment to the Account shall constitute payment to me/us for all purposes.

貴司支付入賬戶的款項得作為達到對本人(等)款項支付的目的。

## 11. Rights on Securities

證券處理權利

### 11.1 Set-off and lien

抵銷及留置權

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which you may be entitled under laws or this Agreement, all securities, receivables, monies and other property of me/us (held by me/us either individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the Transaction and/or my/our obligations in the Agreement.

在不損害貴司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於本人(等)交由貴司代管或在貴司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益，貴司均享有一般留置權，作為持續的抵押，用以抵銷及履行本人(等)因進行證券買賣而對貴司負上的所有責任。

### 11.2 Security and Power of Sale

抵押及出售權

Without prejudice and in addition to any general lien, rights of set-off or similar right to which you may be entitled by law, all of my/our interest in any fund, Securities or other property now or hereafter held by you for any purpose in any account for me/us (either individually or jointly with others) or which may be in the possession of you, your subsidiary or associated companies, agents or correspondents in Hong Kong or in any part of the world, will be subject to a general lien in favour of you for the payment and discharge of all my indebtedness and other obligations or liabilities to you and will be held by you as security for the payment and discharge of any of my indebtedness, obligations or liabilities to you on any of the Accounts. You will have the right to sell such property and will have the absolute discretion to determine which Securities and property are to be sold. You are authorised to do all such things necessary in connection with such sale and utilize the proceeds therefrom to offset and discharge all of the obligations and liabilities of me to you or to any of your subsidiaries or associated companies, agents or correspondents. You will be entitled, at any time without notice to me, to combine and/or consolidate all or any of the then existing Accounts and set-off or transfer any sum standing to the credit of any one or more of such Accounts (wherever situate) in or towards satisfaction of any of my/our indebtedness, obligations or liabilities to you or to your subsidiaries or associated companies, agents or correspondents on any other Accounts or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be primary or collateral, several or joint, secured or unsecured. In respect of any payments by you to offset and discharge any obligations of me/us to its subsidiaries or associated companies, agents or correspondents, you will not be concerned nor responsible as to whether or not any such obligations exist, provided that demand has been made on you by such subsidiary or associated company, agent or correspondent. Without limiting the general provisions of this Agreement, you are hereby specifically authorised to transfer any sum or sums in different Accounts to your subsidiaries or associated companies, agents or correspondents for the aforementioned purposes.

在不妨礙貴司應享權利之原則下，貴司除享有概括留置權、抵銷權或法律上貴司應有之類似權利

外，對於本人(等)現時或日後不論因為何種用途交由貴司持有存於客戶賬戶內(個人或與他人聯名開立之賬戶)或是託管於貴司，其聯營公司、代理、在香港或世界各地之聯號之任何資金，證券或其他產業，貴司亦享有概括留置權，作為本人(等)繳付及清償客戶所欠貴司之一切債項及其他債務責任或負債之保證。上述資金，證券或其他產業可由貴司持有，作為本人(等)繳付及清償客戶賬戶所欠貴司一切債項、債務責任或負債之抵押品。貴司有權出售該等產業及可全權決定選擇須予出售之證券或產業。貴司同時獲得授權在出售證券及產業時，代表本人(等)處理一切必須之有關事項，並利用出售所得款項以抵銷或清償本人(等)對貴司或其任何附屬公司或聯營公司，代理或聯號所負全部債務責任及負債。貴司有權隨時將本人(等)當時之全部或任何賬戶合併及/或綜合，並將任何該等賬戶(不論設在何處)之結存數額予以比對或轉賬，用以償還本人(等)其他賬戶或其他原因所欠貴司或其附屬公司或聯營公司、代理或聯號之債項、債務責任或負債，包括主要或附屬、個別或共同、有抵押或無抵押債項、債務責任或負債，而毋須通知本人(等)。貴司代表本人(等)支付任何款項予其附屬公司或聯營公司，代理或聯號，作為抵銷或抵償本人(等)在任何貴司附屬公司或聯營公司、代理或聯號所欠之債務責任時，貴司一旦收到該等附屬公司或聯營公司、代理或聯號之要求，即可如數繳付，至於要求清付之債務是否屬實，概與貴公司無關，而貴司亦無任何責任。在不限制本協議書所訂條文之規定之原則下，貴司又特此由本人(等)授權調動本人(等)在不同賬戶之款項至本人(等)在貴司附屬公司或聯營公司、代理或聯號之賬戶，用途如前所述。

## 12. Discretionary Account

委託賬戶

I/We understand that you may accept discretionary account services.

本人(等)明白貴司可接受委託賬戶。

## 13. Joint and Several Liability/Successors

共同及個別責任/繼承人

### 13.1 Where the Account comprises two or more individuals:

當賬戶包括兩名或由兩名以上個人組成時：

13.1.1 each such individual shall be jointly and severally liable for all obligations and liabilities under this Agreement.

該等人士須各自共同及個別對本協議項下承擔所有義務及責任。

13.1.2 you may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals unless you have received written Instructions to the contrary. 貴司可接受自該等人士中的任何一位發出指令、給予其收據及與其進行所有目的的買賣，除非貴司接獲相反的書面指示。

13.1.3 any payment made to any one of such individuals shall be a valid and complete discharge regardless of whether such payments are made before or after the death of any one of more of such individuals.

向任何該等人士其中一位作出的任何付款均為有效及全面履行，無論該等付款是否於該等人士一位或多位身故之前或之後作出。

13.1.4 on the death of any of such individuals (being survived by any other such individuals), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased account holder shall be enforceable by you against such deceased account holder's estate. The surviving account holder(s) shall give you written notice immediately upon any of them becoming aware of any such death.

任何該等人士其中一人身故（即任何其他該等人士仍在世），本協議將不會被終止。倘身故一方的遺產可由貴司強制處理以清還其生前所引起的任何負債，身故一方於賬戶中的權益將歸屬於生存者的利益。任何彼等知悉任何該等死亡後，各生存者應立即以書面方式通知貴司。

13.1.5 This Agreement shall be binding on our heirs, estate executors, estate administrators, personal representatives, successors and assignees, as the case may be.

本協議對本人等的後嗣、遺囑執行人、遺產管理人、個人代表、繼承人及承讓人（視乎情況而定）均具有約束力。

## 14. Event of default

違約事件

14.1 Any one of the following events shall constitute an event of default ("Event of Default"):

下列任何一項事件均將構成違約事件（「違約事件」）：

14.1.1 I/We fail to pay any moneys or any other sums payable to you or submit to you any documents or deliver any Securities to you hereunder, when called upon to do so or on due date;

本人(等)無法按照貴司要求支付或逾期未能向貴司支付任何款項或任何其他應支付款項，或未能向貴司提交任何文件或交付任何證券；

14.1.2 default by me/us in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the relevant Exchange and/or Clearing House;

本人(等)未妥為履行本協議書的任何條款，及未遵守相關交易所及/或結算所的任何附例、規則和規例；

14.1.3 the filing of a petition for bankruptcy, winding up or the commencement of other analogous proceedings against me/us;

本人(等)已被提出破產呈請、清盤呈請或針對本人(等)的類似法律程式；

14.1.4 the death or insanity of me/us or I/we become mentally incapacitated (being an individual);

本人(等)身故或精神錯亂（指個人客戶）或本人(等)精神上無能力行事；

14.1.5 the levy or enforcement of any attachment, execution or other process against my/our Account;

本人(等)的現金賬戶被實施或強制執行任何扣押、執行判決或其他法律程式；

14.1.6 any representation or warranty made by me/us to you in this Agreement or in any document being or becoming incorrect or misleading;

本人(等)在本協議或任何文件中向貴司作出的任何陳述或保證，是或將會變成不實或誤導；

14.1.7 any consent, authorization or board resolution required by me/us (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

本人(等)（指法團或合夥公司）簽署本協議所必要的任何同意、授權或董事會決議被全部或部分撤回、暫時中止、終止或不再具有全面效力及效用；及

14.1.8 the occurrence of any event which, in the sole opinion of you, might jeopardize any of its rights under this Agreement in the sole opinion of you.

貴司就單方面認為發生可能危及貴司在本協議所擁有任何權利的任何事件。

14.2 If an Event of Default occurs, without prejudice to any other rights or remedies that you may have against me/us and without further notice to me/us, you, at your sole discretion, shall be entitled to:

如果發生違約事件，在無損貴司的任何其他權利或貴司向本人(等)獲得補償的權利的情況下，貴司就單方面有權採取以下行動，而無需進一步通知本人(等)：

14.2.1 immediately close the Account;

立即結束賬戶；

14.2.2 terminate all or any part of this Agreement;

終止本協定的全部或任何部分；

14.2.3 cancel any or all outstanding orders or any other commitments made on behalf of me/us;

取消任何或所有代表本人(等)所作出但尚未執行的指令或任何其他承諾；

14.2.4 close and/or cancel any or all contracts between you and me/us, cover any short position of me/us through the purchase of Securities on the relevant Exchange(s) and/or liquidate any long positions of me/us through the sale of Securities on the relevant Exchange(s); and/or

結束及/或取消貴司和本人(等)之間所訂立的任何或所有合約，通過在相關交易所購買證券以填補本人(等)的任何空倉及/或通過在相關交易所賣出證券以結清本人(等)的任何長倉；及/或

14.2.5 dispose of any or all Securities held for or on behalf of me/us and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to you including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by me/us in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;

處置為或代表本人(等)持有的任何或所有證券，並用所得收益以及本人(等)的任何現金存款償還拖欠貴司的未付餘額，包括貴司在轉讓或出售本人(等)賬戶內所有或任何證券或財產，或完善其所有權時合理招致的所有成本、費用、法律費用及開支，包括印花稅、手續費及經紀佣金。

14.3 For the avoidance of doubt, all amounts due or owing by me/us to you under this Agreement shall become immediately due and payable if an Event of Default occurs.

為免生疑問，如果違約事件發生，本人(等)在本協議下欠付貴司的所有款項將立即到期，並須立刻支付。

## 15. Miscellaneous

一般規定

15.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund as amended from time to time.

倘貴司沒有依照本協議書的規定履行對本人(等)的責任，本人(等)有權向根據《證券及期貨條例》成立的賠償基金索償，惟須受賠償基金不時修訂的條款制約。

15.2 I/We confirm that I/we have read and agree to the terms of this Agreement which have been explained to me/us in a language (English or Chinese) that I/we understand.

本人(等)確認本人(等)已詳閱並同意本協議書的條款，而且該等條款已經以本人(等)明白的語言(英

文或中文)向本人(等)解釋。

15.3 I/We hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.

本人(等)在收到有關該賬戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本人(等)沒有在貴司不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知，對本人(等)具有約束力。

15.4 The Account Opening Information Form, Schedules, the Agreement and other related documents will form one composite agreement.

本協議書所指的開戶資料表、附錄、本協議書及其他相關文件為一整體部份。

15.5 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.

倘貴司的業務有重大變更，並且可能影響貴司為本人(等)提供服務，貴司將會通知本人(等)。

15.6 I/We agree and understand that the English version of this Agreement and the terms and conditions thereof shall prevail over the Chinese version of this Agreement and the terms and conditions thereof.

本人(等)同意及瞭解如本協議的英文版本及其條款與條件與本協議的中文版本及其條款與條件有任何歧義，概以英文版本為準。

15.7 I/We acknowledge and agree that the legality, validity and enforceability of this Agreement and the provisions and Schedule of this Agreement will not be affected at whatsoever in the event of any mis-spelling and/or type errors.

本人(等)確認並同意本協議及其相關附表不會因任何錯別字及/或列印錯誤，以影響其有效性和權限性的法律約束。

15.8 If you solicit the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document you may ask me/us to sign and no statement you may ask me/us to make derogates from this clause.

假如貴司向本人(等)招攬銷售或建議任何金融產品，該金融產品必須是貴司經考慮本人(等)的財政狀況、投資經驗及投資目標後而認為合理地適合本人(等)的。本協議的其他條文或任何其他貴司可能要求本人(等)簽署的文件及貴司可能要求本人(等)作出的聲明概不會減損本條款的效力。

Note: "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

註：“金融產品”指《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。就“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。

## 16. Liability and Indemnity

### 責任及彌償

16.1 Neither you nor any of your directors, officers, employees or agents shall be liable to me/us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, grossly negligence or willful misconduct as proved.

貴司或其任何董事、行政人員、僱員或代理人，均不需負責因本人(等)或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非該等損失或損害是已證實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起。

16.2 I/We undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including but not limited to legal expenses on a full indemnity basis) properly incurred by you arising out of anything done or omitted pursuant to any instructions given by me/us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.

本人(等)承擔補償貴司董事、行政人員、僱員或代理人根據本人(等)指示處理在本協議書範圍內的交易或任何任務而合理產生的所有針對貴司及上述人士的索償、索求、訴訟、法律程式、損害賠償、損失、支出及費用(包括但不限於以全額彌償基準計算之法律費用)，而並不影響貴司可行使的留置權、抵銷權利或其他權利。

16.3 I/We acknowledge and agree that you shall not be obliged to make or handle any tax reporting in relation to any Securities for or on behalf of me/us.

本人(等)承認及同意，貴司並不負責為本人(等)或代表本人(等)辦理與證券有關的任何稅務申報，或處理該等稅務申報事宜。

16.4 Clause 16 shall survive and subsist despite the termination of this Agreement.

本協議書終止後，第16條的規定仍然生效。

## 17. Material Changes

### 重要變化

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information Form.

本人(等)承諾用書信通知貴司本人(等)開戶資料表的重要變化。

## 18. Personal Data (Privacy)

### 個人資料(保密)

18.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to disclose any information it has concerning me/us, any Consenting Person and the Account to the SFC, any relevant Exchange, Clearing House, any relevant governmental departments other regulatory authorities in any investigation or enquiry it is undertaking.

雖然預期貴司將予該賬戶有關之事情保密，本人(等)謹此明確同意如應證監會、任何有關交易所、結算所、任何相關政府部門或其他監管機構之要求，貴司可向彼等提供貴司所持有的與本人(等)、同意人士及其賬戶之詳細資料，以便協助彼等進行的調查或詢問。

18.2 Notwithstanding any other provisions herein, I/we agree you may disclose my/our or any Consenting Person's Tax Information or Personal Information to any Authority in any jurisdiction for the purpose of ensuring your compliance with Applicable Laws and Regulations.

儘管本條款及細則有其他規定，本人(等)同意貴司可以為確保遵循適用法律和法規之目的而向任何司法管轄區的機構披露本人(等)或任何同意人士的稅務資料或個人資料。

18.3 I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong) referred to in Schedule I.

本人(等)在此聲明本人(等)已詳閱於附表 I，根據《個人資料(私隱)條例》(香港法例第486章)發出的個人資料告示。

## 19. Term

有效期

The Agreement shall come into effect on the date when the Account comes into operation. The Agreement shall remain in full force and the Account shall not be closed unless either party give the other party a written notice in connection with the termination of Account in accordance with clause 20.

本協議書在賬戶開立之日起開始生效。本協議書及該賬戶一直維持有效直至雙方向另一方按照第20條之規定發出有關終止賬戶的書面通知。

## 20. Termination and Suspension

終止及暫停

20.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 21 hereunder provided that all acts performed by you in accordance with my/our instructions prior to either party receiving written notice of such termination shall be valid and binding on me/us.

不論任何原因，任何一方一旦遵照第21條之規定向對方發出書面通知，賬戶即時結束。惟所有貴司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。

20.2 Upon termination all moneys owing from me/us to you shall immediately become due and payable and subject to payment of all such moneys, you are authorized to deliver as soon as reasonably practicable any securities held in your or your agent's or nominee's name to me/us.

一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後，貴司獲授權在合理切實可執行範圍內，盡速將該賬戶內以貴司(或其代理人或代名人)名義持有之證券，交付本人(等)。

20.3 You reserve the right at any time and from time to time, without having to give any reason or explanation, to nullify, rescind, reject or adjust any order or transaction, or to suspend, freeze or terminate the Account and/or the provision of any or all services to me/us or to take any other action that you consider necessary, in its sole discretion, in response to any potentially fraudulent, illegal, or otherwise improper or suspicious activity in the Account, and without being liable and held responsible in anyway for any direct or indirect loss (including but not limited to loss of profit), damages, loss of any fees, costs or expenses of any kind of me/us resulting therefrom.

貴司保留權利，可在任何時間不時取消、撤回、拒絕、調整任何指示或交易或暫時終止、凍結或

終止操作賬戶，及/或暫時終止根據本協議書向客戶提供的服務或因賬戶潛在的欺詐、非法、不當或可疑活動作出貴司全權決定認為必要之行動，並且無需對本人(等)造成的直接或間接虧損、損害(包括但不限於利潤損失)、或本人(等)因此而引致的任何費用、支出或開支的損失承擔責任。

## 21. Notices

通告

21.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by hand, post, telex, facsimile, e-mail or telephone to the address, facsimile, email or telephone numbers for communications specified in the Account Opening Information Form or as notified to you from time to time.

所有涉及或與該賬戶有關而須由貴司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可通過專人遞送、郵遞、專用電報、圖文傳真、電郵或電話方式，送交至本人(等)在開戶資料表指定的或不時通知貴司的地址、圖文傳真或電話號碼或電郵地址。

21.2 All notices, demands, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated; and, in case by letter sent locally the day following the day after posting or sent by airmail overseas 72 hours after dispatch and in case of telex or facsimile message or e-mail when the same is dispatched.

所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。

21.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.

所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由貴司實際接收到始生效。

## 22. Amendments

修改

22.1 You shall be entitled to make amendments, additions, deletions or variations to the Agreement and the Notice on Personal Data, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is dispatched to me/us.

貴司有權對本協議書及個人資料告示作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給本人(等)起生效。

22.2 No amendment shall be made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Account Opening Information Form and the Schedules thereto shall affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

貴司對本協議書之條款所作之修改，及本人(等)向貴司提供的關於本協議書之資料的修改，例如，客戶資料表及其附錄，均不影響任何修改前未完成之指示或買賣或已產生的法律權利或責任。貴司有權對本協議書及個人資料告示作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給本人(等)起生效。

## 23. Severability

局限應用

Any term, stipulation, provisions, or undertaking in this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such . The illegality, voidness, prohibition or unenforceability of the remaining provisions in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdictions.

本協議書中之各條款、規定、條文、承擔，有對某一司法管轄權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，只局限於該司法管轄權範圍內。本協議書之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。

## 24. Assignment

轉讓

24.1 The benefits and liabilities of the Agreement are personal to me/us and I/we shall not be capable of assignment by me/us without your prior written consent.

本協議書範圍內之權益及責任，只屬於本人(等)本身的權益及責任；未經貴司事前書面同意，本人(等)不得將其轉讓予他人。

24.2 I/We agree that you may assign or transfer all or part of your rights and obligations under this Agreement to any person without my/our prior consent or approval.

本人(等)同意貴司可將本協議書下的全部或部分權利和義務轉讓或轉移予任何人士，而毋須取得本人(等)事前的同意或批准。

## 25. Risk Disclosure

風險披露

I/We confirm that I/we have been fully explained to the Risk Disclosure Statements annexed as Schedule II, in a language understood by me/us, the content of such statements and has invited me/us to read such statements, ask questions and take independent advice.

本人(等)確認，已按照本人(等)所通曉的語言充分解釋附表II所載列的風險披露聲明內容，並已邀請本人(等)閱讀該聲明、提出問題及徵求獨立的意見。

## 26. Internet Service

互聯網服務

I/We confirm that I/we have been fully explained to the Internet Securities Trading Services Terms and Conditions annexed as Schedule III, in a language understood by me/us, the content of such statements and has invited me/us to read such statements, ask questions and take independent advice.

本人(等)確認，已按照本人(等)所通曉的語言充分解釋附表III所載列的內容，並已邀請本人(等)閱讀該聲明、提出問題及徵求獨立的意見。

## 27. Interpretation

### 釋義

In this Agreement, unless the context otherwise requires:

本協議書中，除文意另有所指外：

- (1) The expression of “I/we” or “me/us” or “my/our” wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.

“本人(等)”一詞，若指本協定簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨資經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。

- (2) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreement by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.

若本協議書簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。

- (3) Words importing the singular number shall include the plural number and vice versa;  
凡表示單數之字眼包括複數含義，反之亦然；
- (4) Words importing persons shall include limited company (including local and foreign); and  
字義上所指的“人”(若適用)亦包括有限公司(包括本港者或海外者)；及
- (5) The headings to the clauses are inserted for convenience only and do not affect their interpretation and construction.

附加的條款標題僅為方便閱讀，並不影響各條款及細則的釋義及解釋。

## 28. Foreign Account Tax Compliance Act of the United States

美國《海外帳戶稅收遵循法案》

- 28.1 Effective from 1 July 2014, you are required to comply with US Foreign Account Tax Compliance Act (or hereafter “FATCA”). I/we hereby authorize you to report certain information to the IRS with respect to US account. The information which must be reported with respect to the US account includes: (i) the name, address, and taxpayer identifying number (TIN) of each account holder who is a specified US Person (or, in the case of an account holder that is a US owned foreign entity, the name, address, and TIN of each specified US person that is a substantial US owner of such entity); (ii) the account number; (iii) the account balance or value; and (iv) the income/payments from the account.

自 2014 年 7 月 1 日起，貴司須實施相關措施以符合《美國海外帳戶稅收遵循法案》之協議下的相關規範。本人(等)同意貴司配合提供美國國稅局關於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊，包括(i) 美國身分之帳戶持有人名稱、地址及納稅人識別碼(簡稱TIN)；美國實質股東資訊；(ii) 賬號；(iii) 賬戶餘額或現值；及(iv) 賬戶內的收益/支出等。

28.2 I/We provide to you certification of identity including but not limited to (i) the IRS Form W-8, (ii) a specified substitute form for Form W-8, (iii) and other supporting documents from me/us who are not a US Person for tax purposes. You may not accept my/our application whom I/we reject to provide the above documentation, unless the laws stated otherwise.

本人(等)向貴司提供外國人扣繳身分證明，包括但不限於(i) 表格 W-8 或(ii) 表格 W-8 替代文件或(iii) 其他身分證明文件。貴司可不接納本人(等)因拒絕提供上述文件開戶申請，除非法例另有訂明外。

28.3 I/We undertake to you and the relevant authorities within 30 days for any change of circumstances stated in the Form W-8. You, in compliance with FATCA, holds no responsibility or liability for any loss (direct or indirect) to me/us who were, who are, or who become a US taxpayer but fails to provide the forms required under FATCA or specified substitute documents; or provides those with false statements. I/We shall fully indemnify and hold harmless you from and against all claims, damages, losses, costs and expenses whatsoever incurred arising from such non-compliance or omission.

本人(等)承諾如於表格 W-8 中的情況有任何更改，本人(等)須於 30 天內通知貴司及相關機構。貴司為求合理經營，必須符合 FATCA 法案進行相關作業，本人(等)了解本人(等)如有美國稅法上之義務本應自行處理。故本人(等)同意提交貴司之文件若有不實聲明而造成本人(等)之(直接或間接)或潛在之損失，本人(等)應自行承擔，貴司不負擔任何責任。本人(等)同意悉數對貴司因本人(等)違規或遺漏而蒙受的任何索償、損害、損失、費用及開支作出彌償並保證其利益不受損害。

## **29. Compliance with the Automatic Exchange of Financial Account Information (AEOI)**

### **遵守自動交換財務帳戶資料(AEOI)**

29.1 I/we, upon your request, provide you, your agents or service providers any documentation or other information regarding me/us and my/our beneficial owners that you, your agents or service providers may require from time to time in connection with their obligations under, and in compliance with, applicable laws and regulations including, but not limited to, AEOI. I/we hereby agree and consent that you, your agents or service providers may collect, store and process information obtained from me/us or otherwise in connection with this Agreement and/or my/our transactions for the purposes of complying with AEOI and/or other applicable laws. To the extent permitted by law, I/we hereby waive any provisions of any data protection, privacy, banking secrecy or other laws or regulations of any jurisdictions and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent the compliance by you, your agents or service providers with AEOI and/or other applicable laws. I/we acknowledge that this may include the transfer of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. I/we shall ensure that, before me/us or anyone on my/our behalf discloses information relating to any third party to you, your agents or service providers in connection with this Agreement or my/our transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow you, your agents or service providers to collect, store, process and disclose his/her or its information as described in this Clause.

貴司可不時要求本人(等)向貴司、其代理人或服務供應商提供關於本人(等)及其實益擁有人的文件或其他資料，以使貴司、其代理人或服務供應商遵循及履行包括但不限於 AEOI 的適用法律及規則的要求及責任。本人(等)特此同意，為遵守 AEOI 及其他適用法例，貴司、其代理人和服務供

應商可以收集、儲存及處理從本人(等)或因在本協議及/或本人(等)之交易而獲得的資料。在法律允許的範圍內，本人(等)特此豁免任何會妨礙貴司、其代理人和服務供應商遵守 AEOI 及其他適用法例的任何司法管轄區的資料保障、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。本人(等)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管轄區。本人(等)須確保，本人(等)或任何其他代表因本協議或本人(等)之交易而向貴司、其代理人和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，使貴司、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。

29.2 I/we shall agree, upon request by you, to provide you self-certification, documentation and other information relating to my/our status under AEOI as you may reasonably request for the purposes of your compliance with AEOI. If I/we confirm to you pursuant to the above that I/we are an AEOI excluded person and I/we subsequently become aware that I/we are not, or have ceased to be an AEOI excluded person, I/we shall notify you as soon as reasonably practicable.

為使貴司能遵守AEOI，本人(等)在貴司合理地要求時，同意向貴司提供關於本人(等)在AEOI的「自我證明」身份聲明表格、文件及其他資料。如按上述，本人(等)向貴司確認本人(等)是AEOI豁免人士，而之後本人(等)發現本人(等)並非或已不再是AEOI豁免人士，本人(等)須盡快通知貴司。

### 30. No Third Party Rights

無第三者權利

It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and unless otherwise expressly stated nothing herein will create rights under the said ordinance in favour of anyone other than you and me/us.

雙方在此明確表示，《合約(第三者權利)條例》(香港法例第623章)不適用於本協議書，除非另有明文規定，否則本協議書任何條款概不在前述法例項下為除了本協議書所指明之貴司及本人(等)以外的其他人士之利益而賦予任何權利。

### 31. Governing Law

適用法律

31.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit themselves to the non-exclusive jurisdiction of courts of the Hong Kong

本協議書受香港特別行政區法律管轄及以其作解釋，協議雙方據此不得撤銷地接受香港法院的非專屬司法管轄權管轄。

### 32. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY.

外幣交易

32.1 In the event that any Transaction effected by the Broker on behalf of the Client involves conversion of a foreign currency (i.e. currency other than Hong Kong Dollars), the Client agrees that:

(A) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk; and

(B) when such a contract is liquidated and which is denominated in a currency other than that of the Account, the Broker is authorized to debit or credit the Account in the currency in which such Account is denominated at a rate of exchange determined by the Broker in the Broker's sole discretion on the basis of the then prevailing money markets rates of exchange between such currencies.

如果經紀代客戶進行的有關交易涉及外國貨幣(除香港貨幣以外的貨幣)的兌換，客戶同意：

(A) 因匯率的波動而產生的任何損益全歸客戶並由客戶承擔當中風險；及

(B) 如果一個合約被平倉而該合約是以有關帳戶貨幣以外的一種貨幣計值的，則經紀獲授權借記或貸記以該種貨幣計值的有關帳戶，匯率由經紀根據該等貨幣之間當時通行的貨幣市場匯率按其全權酌情權決定。

## Notice On Personal Data

### 個人資料告示

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (“the Ordinance”) in relation to the supply of client’s personal data to PATRONS SECURITIES LIMITED (“the Company”) for the opening or maintaining of client account(s) (“the Account”) for securities trading and related services with the Company.

此告示是依照香港法例第 486 章《個人資料(私隱)條例》(“條例”)作出的。它是關於客戶在百惠證券有限公司(“本公司”)開立或持續操作賬戶(“賬戶”)以作證券買賣及有關服務時向本公司提供個人資料的告示。

#### 1. Purposes of Collection

##### 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:

客戶因在本公司開設或持續操作賬戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and overseas, or the processing of client’s application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);

與處理客戶申請開設及持續操作賬戶有關事宜，包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「孖展」安排(如適用)；

- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client;

代客戶購買、出售、投資、交易、收購、保管、處置及辦理各種證券等有關事宜；

- (c) designing further products and services or marketing a Group product to the client; 設計更多產品和服務或向客戶推銷集團的產品；

- (d) transfer of such data to any place outside Hong Kong;

將該等資料轉移至香港境外任何地方；

- (e) 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:

與客戶的個人等資料作出比較(而無須考慮資料來源及收集資料的目的，亦無須考慮該資料是否從資料使用者或其他人士中取得)以便：

- i) credit checking;

信貸查核；

- ii) data verification; and/or

核實資料；及/或

- iii) 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);

提供或核實可能需要的資料，以便進行資料使用者或其他人士認為適合的行動(包括與客戶或其他人士權利、義務或權益有關行動)：

- (f) providing on the terms of any other agreements and services relating to the client;  
按任何其他協定或服務條款而提供的客戶個人資料；
- (g) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any relevant governmental departments or regulatory body;  
因為需要遵守任何法律、規則、法院指令或任何相關政府部門或監管機構的指令；
- (h) any other purpose relating to the execution of the client's Instructions or in connection with the business or dealings of the Group.  
任何有關執行客戶指示或涉及集團的業務或交易。

## 2. User

資料使用者

All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives the Client's Agreement containing this information) may be used by any of the following companies or persons (each, a "User"):

有關客戶的所有個人資料（無論由客戶或其他人士提供，亦無論客戶是否收到載有本資料的客戶協定前或後予以提供）均可由下列任何公司或人士（各稱為「資料使用者」）使用：

- (a) PATRONS SECURITIES LIMITED and/or any of its Associates (the "Group");  
百惠證券有限公司及/或其他任何聯營公司（「集團」）；
- (b) any director, officer or employee of the Group;  
集團任何董事、高級職員或僱員；
- (c) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Customer Instructions and the business of the Group;  
集團於執行客戶指示及經營集團業務時而授權的任何人士（例如律師、顧問、代理人、託管人等）；
- (d) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client, and  
任何作為或被提名為集團對客戶所能行使權利或義務的受讓人；及
- (e) any governmental, regulatory or other bodies or institutions, whether as required by laws or regulations applicable to any member of the Group.  
任何政府或監管機構或其他團體或機構，無論是否根據適用於本集團屬下任何成員的法律或規例。

## 3. The Obligation to provide personal data

提供個人資料的責任

- 3.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶

開設或持續操作賬戶或提供有關的服務。

- 3.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

#### **4. Disclosure of Information**

資料的披露

- 4.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company's auditors such information as it requires to operate client's account or execute client's orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、連絡人、個人或法團及本公司的核數師披露客戶開設賬戶的資料以運作客戶賬戶或執行上述1(b)所提及的事宜。

- 4.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例，證監會的守則，以及聯交所中央結算的規則，客戶所提供的個人資料，本公司可向聯交所中央結算，證監會及條例所界定的財經監管機構，根據法律有權查閱等資料的政府部門，其他監管機構、個人或法團等披露。

#### **5. Access to Personal Data**

查閱個人資料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求。

#### **6. Enquiries**

查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections should be addressed to the Responsible Officer of PATRONS SECURITIES LIMITED at Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong.

如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函百惠證券有限公司負責人員，地址為香港上環皇后大道中183號中遠大廈32樓3214室。

## Risk Disclosure Statement

### 風險披露聲明

The Client should be aware of the following potential risks in connection with securities trading.

客戶應知悉以下與證券交易相關的潛在風險。

#### 1 RISK OF SECURITIES TRADING 證券交易的風險

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.

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。

#### 2 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

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.

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。

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.

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。

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 gazette newspapers.

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。

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.

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。

### 3 RISK OF TRADING DERIVATIVE PRODUCTS 買賣衍生產品風險

Trading in Derivative Products (including but not limited to derivative warrants, callable bull/bear contracts, equity-linked instruments and other products with embedded derivatives) involves risks. Do not invest in them unless you fully understand and are willing to assume the risks associated with them.

買賣衍生產品(包括但不限於衍生權證、可贖回牛熊證、股票掛鈎工具及其他嵌有衍生工具的產品)涉及風險。除非你完全瞭解及願意承擔所涉風險，否則切勿投資該類衍生產品。

In respect of each issue of the derivative warrants, callable bull/bear contracts and equity-linked instruments, you should carefully review and understand the terms and conditions of the Derivative Products, together with the financial and other information of the issuer, as set out in the base listing document (including any addendum), and the relevant supplemental listing document.

就各項衍生權證、可贖回牛熊證或股票掛鈎工具發行而言，你應仔細審閱及明白載於基本上市文件(包括任何增編)及相關補充上市文件的條款及條件，及發行人的財務和其他資料。

You should also ensure that you understand the nature and risks of the derivative warrants, callable bull/bear contracts and equity-linked instruments, and should where applicable, consult your own legal, tax, accounting, financial and other professional advisers to ensure that any decision to invest in the Derivative Products are suitable with regard to your specific circumstances and financial position.

你亦應確保明白衍生權證、可贖回牛熊證或股票掛鈎工具的性質及風險，並應(如適用)諮詢閣下的法律、稅務、會計、財務及其他專業顧問，以確保投資於該類衍生產品的任何決定對閣下的具體情況及財務狀況為合適。

#### 3.1 Risks Associated with Derivative Products 衍生產品的相關風險

##### Issuer default risk 發行商失責風險

In the event that a derivative product issuer becomes insolvent and defaults on their listed securities, you will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. You should therefore pay close attention to the financial strength and credit worthiness of derivative product issuers.

若衍生產品發行商破產而未能履行其對所發行證券的責任，你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，你須特別留意衍生產品發行商的財力及信用。

##### Uncollateralized product risk 非抵押產品風險

Uncollateralized derivative products are not asset backed. In the event of issuer bankruptcy, you can lose your entire investment. You should read the listing documents to determine if a product is uncollateralized.

非抵押衍生產品並沒有資產擔保。若發行商破產，你可以損失其全數投資。要確定產品是否非抵押，你必須細閱上市文件。

### Gearing risk 槓桿風險

Derivative products such as derivative warrants and callable bull/bear contracts (CBBCs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of a derivative product may fall to zero resulting in a total loss of the initial investment.

衍生產品如衍生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。你須留意，衍生產品的價值可以跌至零，屆時當初投資的資金將會盡失。

### Expiry considerations 有效期的考慮

Derivative products have an expiry date after which the issue may become worthless. You should be aware of the expiry time horizon and choose a product with an appropriate lifespan for your trading strategy.

衍生產品設有到期日，到期後的產品可變為毫無價值。你須留意產品的到期時間，確保所選產品尚餘的有效期限能配合你的交易策略。

### Extraordinary price movements 特殊價格移動

The price of a derivative product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

衍生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。

### Foreign exchange risk 外匯風險

You trading derivative products with underlying assets not denominated in Hong Kong Dollar are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the derivative product price.

若你所買賣的衍生產品的相關資產並非以港幣為單位，將尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響衍生產品的價格。

### Liquidity risk 流通量風險

The Exchange requires all derivative 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, you may not be able to buy or sell the product until a new liquidity provider has been assigned.

聯交所規定所有衍生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。如有流通量提供者失責或停止履行職責，你或不能進行買賣，直至有新的流通量提供者被委任。

### **3.2 Additional Risks Involved in Trading Derivative Warrants 買賣衍生權證的額外風險**

#### Time decay risk 時間損耗風險

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

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

#### Volatility risk 波幅風險

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. You should be aware of the underlying asset volatility.

衍生權證的價格可隨相關資產價格的引申波幅而升跌，你必須注意相關資產的波幅。

### **3.3 Additional Risks Involved in Trading Callable Bull/Bear Contracts (CBBCs)**

#### 買賣牛熊證的額外風險

#### Mandatory call risk 強制收回風險

You 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. You will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. You should also note that the residual value can be zero.

你買賣牛熊證，必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/水準，牛熊證即停止買賣。屆時，你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)。

#### Funding costs 融資成本

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, you 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.

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，你將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。

### **3.4 Risks Associated with Equity Linked Instruments 股票掛鈎票據的相關風險**

Exposure to equity market - You are exposed to pricemovements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. You must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

承受股本市場風險 – 你需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

Possibilities of losing investment – You may lose part or all of their investment if the price of the underlying security moves against their investment view.

賠本可能 - 如正股價格變動與你事前看法背馳，即可能要蝕掉部分甚至全部本金。

Price adjustment - You should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

價格調整 - 你應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鈎票據到期的償付情況。你亦應注意，發行人可能會由於正股的公司行動而對票據作出調整。

Interest rates - While most ELI offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.

利率 - 股票掛鈎票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於票據可得的孳息。

Potential yield – You should consult their brokers on fees and charges related to the purchase and sale of ELI and payment / delivery at expiry. The potential yields disseminated by HKEx have not taken fees and charges into consideration.

准孳息計算 - 你應向經紀查詢買賣股票掛鈎票據以及票據到期時因收到款項或正股而涉及的費用。香港交易所發佈的准孳息數字並無將這些費用計算在內。

#### **4 RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs) 買賣交易所買賣基金風險**

Trading in Exchange Traded Funds (ETFs) involves risks. It is important that you understand and critically assess the implications arising due to different ETF structures. You should understand the nature and risks before trading in ETFs.

買賣交易所買賣基金涉及風險。你是否瞭解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。買賣交易所買賣基金前，你應清楚明白其性質及風險。

You should carefully review and understand the terms and conditions of the ETFs, together with the financial statements and other information set out in the offering document, and should where applicable, consult your own legal, tax, accounting, financial and other professional advisers to ensure that any decision to invest in the ETFs are suitable with regard to your specific circumstances and financial position.

你應仔細審閱及明白載於交易所買賣基金銷售文件的條款及條件，及其財務報表和其他資料。並應（如適用）諮詢你的法律、稅務、會計、財務及其他專業顧問，以確保投資於該類交易所買賣基金的任何決定對閣下的具體情況及財務狀況為合適。

## 4.1 Risks Associated with Exchange Traded Funds (ETFs) 交易所買賣基金的相關風險

### Market risk 市場風險

ETFs are typically designed to track the performance of certain indices, market sectors, or

groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. You must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

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。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。你必須要有因為相關指數/資產的波動而蒙受損失的準備。

### Tracking errors 追蹤誤差

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複寫原則等等因素。(常見的複寫原則包括完全複製/選具代表性樣本以及綜合複製，詳見下文。)

### Trading at discount or premium 以折讓或溢價交易

An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場/行業的交易所買賣基金亦可能會有此情況。

### Foreign exchange risk 外匯風險

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

若你所買賣交易所買賣基金的相關資產並非以港幣為單位，將尚要面對外匯風險。貨幣兌換率的波動可對相關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。

## Liquidity risk 流通量風險

Securities Market Makers (SMMs) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, you may not be able to buy or sell the product.

證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，你或就不能進行買賣。

## Counterparty risk involved in ETFs with different replication strategies

交易所買賣基金的不同複製策略涉及對手風險

### (a) Full replication and representative sampling strategies 完全複製及選具代表性樣本策略

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不是太大問題。

### (b) Synthetic replication strategies 綜合複製策略

ETFs utilizing a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現。現時，採取綜合複製策略的交易所買賣基金可再分為兩種：

#### i. Swap-based ETFs 以掉期合約構成

- ★ Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.

總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。

- ★ Swap-based ETFs are exposed to counterparty risk of the swap dealers and suffer losses if such dealers default or fail to honor their contractual commitments.

以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

#### ii. Derivative embedded ETFs 以衍生工具構成

- ★ ETF managers may also use other derivative instruments to synthetically replicate by economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers

交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。

- ★ Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honor their contractual commitments.

以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## 5 RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

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

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult us and become familiarized with the PP before trading in the PP securities. You are 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.

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，應先諮詢本公司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機板或創業板作第一或第二上市的證券類別加以監管。

## 6 RISK OF INVESTING IN RENMINBI-DENOMINATED PRODUCTS

投資人民幣計價產品的風險

### 6.1 Investment / Market risk 投資風險/市場風險

Renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that you may suffer a loss even if Renminbi appreciates. Depending on the nature of the Renminbi product and its investment objective, there may be other risk factors specific to the product which you should consider. You should always understand the nature, investment objective, strategy, key features and risks of the Renminbi products and assess whether these products are suitable for you in terms of your own investment needs and risk profile before you invest in the Renminbi products. Seek professional advice if in doubt.

人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，你亦可能須承受虧損。視乎該人民幣產品的性質及投資目標，你可能須承受其他風險。作出投資決定前，你應清楚瞭解產品的性質、投資目標、策略、主要特點及風險，評估有關產品是否符合你的投資需要，並考慮你是否可以承受有關風險。如

有疑問，應尋求專業意見。

## 6.2 Liquidity risk 流通風險

Renminbi products are also subject to liquidity risk as Renminbi products are a new type of product and there may not be regular trading or an active secondary market. Therefore you may not be able to sell your investment in the product on a timely basis, or you may have to sell the product at a deep discount to its value.

由於人民幣產品是一項新產品，因此可能沒有一般的交易活動或活躍的二手市場。因此，你或不能即時出售有關產品，又或可能要以極低價出售。

## 6.3 Issuer / Counterparty risk 發行人/交易對手風險

Renminbi products are subject to the credit and insolvency risks of their issuers. You should consider carefully the creditworthiness of the issuers before investing. Furthermore, as a Renminbi 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 Renminbi products and result in substantial losses.

人民幣產品須面對發行人的信貸風險及無力償債風險。你應該仔細考慮發行人的信用程度，再作出投資決定。由於人民幣產品亦可能投資於衍生工具，你亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

## 6.4 Currency risk 貨幣風險

In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than Renminbi will be exposed to currency risk if he invests in a Renminbi product. This is because Renminbi is a restricted currency and subject to exchange controls, you may have to convert the local currency into Renminbi when you invest in a Renminbi product. When you redeem/sell your investment, you may also need to convert the Renminbi received upon redemption/sale of your investment product into the local currency (even if redemptions/ sale proceeds are paid in Renminbi). During these processes, you will incur currency conversion costs and will also be exposed to currency risk. In other words, even if the price of the Renminbi product remains the same when you purchase it and when you redeem/sell it, you will still incur a loss when you convert the redemption/sale proceeds into local currency if Renminbi has depreciated. Like any currency, the exchange rate of Renminbi may rise or fall. Further, Renminbi is subject to conversion restrictions and foreign exchange control mechanism.

一般來說，非內地（包括香港）的投資者若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險。因為人民幣是受到外匯管制的貨幣，當你打算投資於人民幣產品時，便可能要將你的本地貨幣轉換為人民幣。而當你贖回或售出你的投資時，你或需要將人民幣轉換回本地貨幣（即使贖回或出售投資的收益是以人民幣繳付）。在這過程中，你會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算你買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，你亦會有所損失。正如所有貨幣一樣，人民幣的匯率可升可跌，而人民幣更受到轉換限制及外匯管制的貨幣。

## **7 RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

提供代存郵件或將郵件轉交第三方的授權書的風險

If you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如你向本公司提供授權書，允許本公司代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你戶口的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## **8 RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

在香港以外地方收取或持有客戶資產的風險

Assets of yours which are received or held by us 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 assets may not enjoy the same protection as the conferred on those assets which are received or held in Hong Kong.

本公司在香港以外地方收取或持有屬於你的資產，是受到有關海外司法管轄區的適用法律及規例所監管。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，該等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。

## **9 RISKS OF ELECTRONIC TRADING**

電子交易風險

Access to the Internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the Company control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third party; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. You acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

在交易高峰，市場波動，系統升級及維護或其他時間，互聯網或其他電子設施的進入可能會受到限制甚至無法進入。通過互聯網或其他電子設施進行的交易可能會因不可預測的流量堵塞和其他本公司無法控制的原因而受到干擾，傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於有這種不可靠性，交易指令及其他資訊的傳輸和接收可能會有延誤，而這會導致交易指令在執行

上的延誤，或者交易執行的價格已不同於指令發出時的市場價格。而且，通信和個人資料可能會被未經授權的第三方取得，且在通信上會存在誤解或錯誤的風險，而這些風險將完全由客戶承擔。你確認並同意，交易指令一旦發出通常將不可能取消。

## **10 RISKS OF TRADING IN OTHER JURISDICTIONS**

在其他司法管轄區進行交易的風險

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trades he or she should enquire about any rules relevant to his or her particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected.

The Client should ask the firm with which he or she deals for details about the types of redress available in both his or her home jurisdiction and other relevant jurisdictions before the Client starts to trade.

在其他司法管轄區的市場(包括與本地市場有正式連系的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，你享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向有關商號查詢本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

## **11 RISKS IN RELATION TO OPENING A MARGIN ACCOUNT**

開立保證金帳戶涉及的相關風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as "stop loss" or "stop limit" orders. You may be called upon a short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary.

Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

保證金交易風險 藉由存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕有可能超出其存放於經紀人作為抵押品的現金及任何其他資產。市場情況可能會令緊急交易指示(例如「止蝕」或「限價」指示)無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如未能在指定時間內存入所需保證金款額或支付利息，你的抵押品可能會在未經取得你同意的情況下出售。你必須為你帳戶中由此產生的一切欠款或被收取的利息負責。你應根據本身財政狀況及投資目標，仔細考慮是否適合選用此類融資安排。

## Internet Securities Trading Services Agreement

### 互聯網證券交易服務協議

#### 1. Internet Service 互聯網服務

- 1.1 I/We understand that the Internet Service does or may make available to me/us from time to time various services which allows me/us through the internet to access and obtain information concerning my/our Account, to use electronic means to place orders for the purchase and sale of securities, to access an electronic mail or messaging facility operated by you for the delivery and receipt of confirmations, statements, notices and other documents and to receive market information and data.

本人（等）明瞭互聯網服務不時提供或可提供各種的服務，以准許本人（等）透過互聯網以取用及取得有關本人（等）戶口之資料；使用電子方式落盤買賣證券；取用由貴司運作的電子郵件或資訊設施以交付及獲取確認、結算單、通知及其它文件；及獲取市場訊息及資料。

- 1.2 I/ We consent to the use of the Internet Service as a medium of communication with you and to transmit information, data and documentation to me/ us.

本人（等）同意使用互聯網作為與貴司通訊以及轉遞資訊、資料及文件給本人（等）的媒體。

- 1.3 I/We acknowledge that information concerning the use, operation, policy and procedures of the Internet Service and the Account applicable at all times has been made available to me/us on the service web site, and have read and understood the terms of which may be amended from time to time and which shall be deemed to be binding on me/us in respect of my/our use of the Internet Service and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

本人（等）承認有關於任何時候適用的互聯網服務及戶口的使用、營運、政策及程式的資料已可於服務網址供本人（等）取得，而本人（等）已閱讀及明白其條款可能不時被修改，而本人（等）使用互聯網服務及戶口須被視為對本人（等）具有約束力。倘本協議書的條款與該等資料出現任何歧異之處，應以本協議書的條款為準。

- 1.4 I/We agree to use the Internet Service only in accordance with the terms of this Agreement.

本人（等）同意只根據本協議書的條款使用互聯網服務。

- 1.5 I/We will be the only authorised user of the Internet Service, and acknowledge that the service may require me/us to use various identification and access codes, including a password, personal identification number and other user identification to access the service and my/our Account and that I/we will be responsible for the confidentiality and proper use at all times of my/our password, personal identification number, user identification and account number for all transactions initiated through the service.

本人（等）為互聯網服務的唯一獲授權使用者，並承認該服務可能需要本人（等）使用各種識別及存取代碼，包括密碼、私人識別碼及其它用戶識別，以取用該服務及本人（等）的戶口。而人（等）對本人（等）就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及戶口號碼的保密性及恰當使用性於任何時間都會負全責。

- 1.6 I/We to notify you immediately of my/our becoming aware of any loss, theft or unauthorized use of my/our password, personal identification number and other user identification, Account or account number, or any unauthorised use of the Internet Service or any of the market information or data provided.

本人(等)同意於本人(等)知悉出現任何損失、盜竊或未獲授權使用本人(等)的密碼、私人識別碼及其它用戶識別、戶口或戶口號碼,或任何未獲授權使用互聯網服務或以之提供任何市場訊息或資料時,即時通知貴司。

- 1.7 I/We acknowledge that any information and data (including news and real time quotes) provided through the Internet Service or otherwise by telephone, electronic or other means, relating to securities and the securities markets has been obtained from stock exchanges and markets and from other third party service providers appointed by you from time to time and who may or may not be related to you.

本人(等)承認任何透過互聯網服務或另行以電話、電子或其它方式提供的任何有關證券及證券市場的資料及資料(包括新聞及即時報價)乃是貴司從交易所、市場及貴司不時委聘的可能與貴司有關連或沒有關連的其它第三者服務提供者所取得。

I/We further acknowledge and accept that 本人(等)進一步承認及接受:

Such information and data are or may be protected by copyright laws, and are provided for our personal non-commercial use only, and I/we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service providers. Such information and data are received by you from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you or by such service providers.

該等資料及資料受或可能受版權法律的保護,並提供給本人(等)只是作私人及非商業性的用途。本人(等)不可以在未經該等服務提供者的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其它商業用途。該等資料及資料乃由貴司從相信是可靠的來源所獲取而來的,貴司或該等服務提供者並不擔保任何該等資訊及資料的準確性、完整性、即時性及先後次序。

- 1.8 I/We acknowledge and agree that neither you nor any of the service providers will be liable to me/us for any reliance by me/us on any of the information or data provided through the Internet Service, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/ us in reliance of such information or data.

本人(等)承認同意不論貴司或任何服務提供者均不會就本人(等)倚賴任何該等透過互聯網服務提供的資料或資料,或該等資料或資料的可用性、準確性、完整性或即時性,或本人(等)依賴該資訊或資料而所採取的行動或作出的決定而對本人(等)負責。

- 1.9 I/We acknowledge that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet Service are your exclusive property or of the relevant service providers, and agree and undertake that I/we shall not, and shall not at any time attempt to, tamper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet Service other than as authorised under this Agreement. I/We further undertake to notify you immediately if I/we become aware that any of such unauthorised use or access to the Internet Service by any other person.

本人(等)承認互聯網服務的一切所有權及版權及其它知識版權為貴司專屬的資產或是屬於有關的服務提供者的,並同意及承諾除本協議所授權外,本人(等)不得及不得於任何時間企圖竊改、變改、或另行以任何形式更改,或另行取用或企圖得到取用互聯網服務任何部份。本人(等)更承諾倘知悉出現任何其它人士的任何該等不獲授權的使用或取用互聯網服務時,即時通知貴司。

1.10 I/We agree to pay all subscription, service and use fees, if any, that you may charge from time to time for the use of the Internet Service.

本人(等)同意支付一切貴司可不時就使用互聯網服務而收取的申領、服務及使用費。

1.11 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your absolute discretion at any time to terminate, without any liability to me/us, my/our access to the Internet Service or to any information or data from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorized use by me/us of the service and/or any of the information or data, or any password, personal identification number and other user identification or account number.

縱使本協議書的任何規定，貴司有絕對酌情權於任何時間在毋須任何通知及無任何規限下，不論因任何原因，包括本人(等)任何未獲授權的使用該等服務及/或任何資訊或資料或任何密碼、私人識別碼及其它用戶識別或戶口號碼，終止本人(等)取用互聯網服務或從任何服務提供者處取用任何資訊或資料或其任何部份，而毋須對本人(等)負責。

1.12 I/We will be responsible to you and indemnify you on demand against any and all claims, demands, actions, losses, damages, costs (including legal costs) and expenses resulting from any unauthorized use by me/us of the Internet Service and/or any of the information or data.

本人(等)將會負擔貴司及於被要求時償付貴司任何及一切因本人(等)之任何未獲授權而使用互聯網服務及/或任何資訊或資料而引起的索償、索求、訴訟、損失、損害賠償、費用(包括律師費)及支出。

## 2. The Account 戶口

2.1 I/We acknowledge that I/we may access the Account through the Internet Service.

本人(等)承認本人(等)可透過互聯網服務取用戶口。

2.2 I/We confirm that all the information provided in the Account Opening Information Form are true, complete and accurate. I/We undertake to promptly inform you in writing of any changes to that information. You are also authorised at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers or any credit agency.

本人(等)確認開戶資料表所載資料均屬真實、完整及正確。倘該等資料有任何變更，本人(等)將會迅速的以書面通知貴司。本人(等)特此授權貴司於任何時間對本人(等)的信用進行查詢，及與包括本人(等)的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

2.3 You will keep information relating to the Account confidential, but may provide any such information to, including without limitation, the Exchange, the Clearing House, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or to any your associate company.

貴司將會對本人(等)戶口的有關資料予以保密，但貴司可以根據聯交所、證監會及任何其它監管機構的任何適用的法律或規例或應其要求，將該等資料提供予聯交所、結算所、證監會及任何其它監管機構，或提供予任何貴司的聯營公司。

2.4 I/We have received from you, and have read and fully understand and accept the provisions of the information to account holders pursuant to the Personal Data (Privacy) Ordinance (Cap. 486).

本人(等)已從貴司接獲，亦已閱讀並已完全明白及接受關於個人資料(私隱)條例(第486章)通知的規定。

- 2.5 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account, and that I/we am/are not related to or associated with any of your employees or agents including without limitation as a spouse or as a child under 18 years of such employees or agents and agree that if I/we am/are or become related to or associated with any of such employees or agents, I/we shall promptly notify you of the existence and nature of such association and acknowledge and agree that you may, upon receipt of such notice, at your absolute discretion, terminate the Account.

本人（等）僅此聲明本人（等）為戶口的最終實益擁有人，而本人（等）與貴公司之雇員或代理人包括但不限於作為該等雇員或代理人之配偶或 18 歲以下子女有任何關係或關連。本人（等）同意倘本人（等）與該等雇員或代理人變成有關係或有關連，本人（等）須迅速通知貴司該等關連的存在及其性質，並承認及同意貴司接獲該通知時有絕對酌情權終止戶口。

- 2.6 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your absolute discretion at any time to close the Account without ascribing any reason and without any liability to me/us for such closure by terminating this agreement.

縱使本協議書的任何規定，貴司有絕對酌情權於任何時間結束戶口，而毋須提出任何理由，亦毋須對本人（等）以終止本協議而結束戶口的責任。

### 3. Laws and Rules 法律與規則

All transactions in securities which you effect on my/our instructions ("the Transaction") shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including the rules of the Exchange and the Clearing House as amended or supplemented from time to time. All actions taken by you in accordance with such laws, rules, regulations and directions shall be binding on me/us.

貴司按本人（等）的指示而進行的一切證券交易（「交易」須根據及受制於適用於貴司的有關法律、規則、規例、指示、習俗及常例而進行，包括聯交所及結算所不時修改或補充的規則。貴司根據該等法律、規則、規例及指示而採取的所有行動均對本人（等）具有約束力。

### 4. Transaction 交易

- 4.1 You shall act as my/our agent in effecting the Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.

除非貴司（在有關交易或其它情況下於買賣通知中）表示貴司擔任委託人，否則貴司將以本人（等）代理人身份進行交易。

- 4.2 I/We acknowledge and agree that I/we shall be solely responsible for all orders communicated through the Internet Service, and neither you nor any of your directors, officers or employees shall be liable to me/us, or to any other person claiming under or through me/us, for any claims made with respect to the receipt and execution of any such orders.

本人（等）承認及同意本人（等）須單獨負責所有透過互聯網服務傳達之指令，而貴司及任何貴司之董事、高級職員及雇員均不須就接獲及執行任何該等指令所作出的索償對本人（等）或任何其它經本人（等）索償的人士負責。

- 4.3 Any orders communicated to you through the Internet Service will be considered to have been sent by me/us. I/We agree to notify you immediately if I/we do not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by me/us through the service has been

received or executed; receive a written confirmation of an order or its execution which is not accurate or which I/we did not place.

任何透過互聯網服務給貴 司的指令將會被當作由本人 ( 等 ) 發出。本人 ( 等 ) 同意即時通知貴 司。本人 ( 等 ) : 就任何由本人 ( 等 ) 透過該服務落盤但其後並無接獲有關其被收到或被執行的任何確認 ( 不論是以複印文本、電子或口頭方式 ) ; 接獲有關指令或其被執行之書面確認但發覺有不正確之處, 或接獲本人 ( 等 ) 並無發出指令之交易的書面確認。

- 4.4 You shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be): there is a sufficient cleared fund in the Account; or there are sufficient securities in the Account, for settlement of the relevant transaction.

貴司有絕對酌情權接納或拒絕任何指令或執行任何指令直至 ( 視情況而定 ) : 戶口內有足夠可即時動用的資金 ; 或戶口內有足夠證券作有關交易的交收之用。

- 4.5 I/We acknowledge and agree that you and your directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by me/us arising from any delay or failure to perform any of your obligations hereunder or in the transmission, receipt, execution or confirmation of orders due to any breakdown, interruption or failure of transmission of the Internet Service or any communication equipment or facilities or to any unauthorised access, tampering, modification or alteration of the service and/or the data and information contained therein or to any other cause or causes beyond your control including but not limited to government restriction, exchange or market rulings, suspension of trading, severe weather, earthquakes and strikes, and should I/we experience any problems in communicating with you through the Internet Service, I/we shall use all other alternative means available to me/ us to communicate with you.

本人 ( 等 ) 承認及同意貴 司及貴 司的董事、高級職員、雇員及代理毋須對任何貴 司延遲或未有履行其責任, 或因互聯網服務或任何通訊儀器或設施之故障、受干擾或傳送失靈, 或因任何未獲授權取用、竊改、變改或更改該服務及/或載於其中的資料及資料, 或非貴 司控制範圍之任何其它原因所造成 ( 包括但不限於政府限制、交易所或市場裁斷、暫時停牌、惡劣天氣、地震及罷工 ) 的任何損失或可能蒙受的損失負上任何責任。倘本人 ( 等 ) 透過互聯網服務與貴 司接觸發生任何問題, 本人/吾等須使用其它一切可供本人 ( 等 ) 選擇的替代方式與貴 司聯絡。

- 4.6 I/We agree that I/we have solely made and relied upon my/our own judgments and decisions with respect to each transaction, and have not relied or will not rely upon any advice or information or suggestion rendered by any of your directors, officers, employees or agents.

本人 ( 等 ) 同意本人 ( 等 ) 就每項交易均單獨地依賴本人 ( 等 ) 的判斷及決定而作出, 並無依賴或不曾依賴任何貴 司的董事、高級職員、雇員或代理人的意見或資料或建議。

- 4.7 On all Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses of or in respect of the Transactions. You may deduct such commissions, charges, levies, duties, fees and expenses from the Account.

本人 ( 等 ) 須就所有交易向貴 司支付貴公司通知本人 ( 等 ) 的佣金和收費, 以及繳付聯交所不時徵收的適用徵費, 並繳納所有有關交易的適用印花稅、銀行收費、費用及其它支出。閣下可以從 戶口中扣除該等佣金、收費、徵費、稅項、費用及支出。

- 4.8 If I/we reside or give any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given, and I/we further agree that I/we shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. I/we accept that there may be taxes,

duties, impositions or charges payable to relevant authorities in respect of my/our residing or the giving of any order outside Hong Kong and the execution of such order, and I/we agree to pay such taxes, duties, impositions or charges as are applicable. I/We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.

倘本人（等）住處或向貴司發出任何指令的地點為香港以外的地方，本人（等）同意確保及表明該等指令之發出將遵從於本人（等）發出指令的有關司法管轄區的任何及一切適用法律，而本人（等）更同意本人（等）遇有疑問時，應於有關司法管轄區諮詢或取得法律及專業意見。本人（等）接納就本人（等）之住處或發出指令地點為香港以外地方而該指令被執行可能需要向有關機構繳付徵稅、稅項、賦稅或收費，而本人（等）同意繳付該等適用的徵稅、稅項、賦稅或收費。本人（等）進一步同意於被要求時償付貴司可能因本人（等）之住處或發出指令地點在香港以外的地方而引致貴司蒙受的任何索償、索求、法律訴訟、費用及支出。

- 4.9 Unless otherwise agreed, in respect of each Transaction unless you are already holding cash or securities on my/ our behalf to settle the Transaction, I/we will pay you cleared funds or deliver to you securities in deliverable form (as the case may be); or otherwise ensure that you have received such funds or securities by such time as you have notified me/us in relation to that transaction. If I/we fail to do so, you may without any liability on your part in the case of a purchase Transaction, sell the purchased securities and/or any other securities which you are already holding on my/ our behalf to satisfy my/ our obligations to you; and in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

就每一宗交易，除另有協定外或除非貴司已代本人（等）持有現金或證券供交易交收之用，否則本人（等）將會在貴司就該項交易通知本人（等）的期限之前向貴司交付可即時動用的現金或可以交付的證券（視情況而定），或以其它方式確保貴司收到該等資金或證券。倘本人（等）未能這樣做，貴司可以毋須負上任何責任下（如屬買入交易）出售買入證券及/或任何其它貴司代本人（等）持有的證券以償還本人（等）對貴司的責任；及（如屬賣出交易）借入及/或買入證券以進行交易的交收。

- 4.10 I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our settlement failures.

本人（等）將會負擔貴司及來索即償付貴司因本人（等）未進行交收而引起的任何損失、費用及開支。

- 4.11 I/We hereby agree to pay interest on all overdue balances (including interest arising after judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人（等）僅此同意就有逾期未付款項（包括對本人（等）裁定的欠付債務所引起的利息），按貴司不時通知本人（等）的利率及其它條款支付利息。

- 4.12 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/ we shall not be responsible to you for the costs of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致貴司須買入證券進行交收，本人（等）毋須為買入該等證券的費用向貴司負責。

- 4.13 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.

倘沽盤是有關非由本人（等）擁有的證券，即涉及賣空交易，本人（等）將會通知貴司。

4.14 I/We understand and agree that, for our mutual benefit and protection, you may electronically monitor or record any of my/our electronic, telephone or other means of communication and orders (if necessary) conducted with you.

本人(等)明白及同意為相互的利益及保護·貴司可以電子方式操控或記錄任何本人(等)與貴司以電子、電話或其它形式的通訊及經貴司達成的指令(如需要時)。

4.15 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/us written notice to the contrary within seven (7) days after the date after such notice, statement, confirmation or other communication is deemed to have been received by me/us.

於任何通告、賬單、確認書或其它通訊所指或提及之每一項交易須被視為正確及經由本人(等)確認·除非貴司於該等通告、賬單、確認書或其它通訊被視為已由本人(等)收受後七天內接獲本人(等)所作與之相反的書面通知。

4.16 Every statement of account shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account.

在無顯然的錯誤出現下·每一張戶口賬單中之款項須為最終的借方或貸方結存·對本人(等)均具約束力。

## 5. Safekeeping of Securities 證券的保管

5.1 Any securities which are held by you for safekeeping may, at your discretion: (in the case of registrable securities) be registered in my/our name or in the name of your nominee; or be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

由貴司寄存妥為保管的任何證券·貴司可以酌情決定:如屬可註冊證券·以本人(等)的名義或以貴司的代理人名義註冊;或存放於貴司的往來銀行或提供文件保管設施的任何其它機構妥為保管。如屬香港的證券·該機構應為證監會認可的提供保管服務機構。

5.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/ we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘證券未以本人(等)的名義註冊·貴司於收到該等證券所獲派的任何股息或其它利益時·須按本人(等)與貴公司的協議記入本人(等)的戶口或支付予或轉賬予本人(等)。倘該等證券屬於貴公司代客戶持有較大數量的同一證券的一部份·本人(等)有權按本人(等)所占的比例獲得該等證券的利益。

5.3 Unless you have obtained my/our written authority under section 148 of the Securities and Futures Ordinance, you should not deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system; borrow or lend any of my/our securities; or otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purposes.

除非貴司根據《證券及期貨條例》第148條獲得本人(等)書面授權,否則貴司不得將本人(等)

的任何證券存放在銀行機構，作為貴司所獲墊支或貸款的抵押品，或者存放在結算所，作為履行貴司在結算系統下之責任的抵押品；借貸本人（等）的任何證券；或基於任何目的以其它方式放棄本人（等）的任何證券之持有權（交由本人（等）持有或按本人（等）的指示放棄持有權除外）。

## 6. Cash held for me/us 代本人（等）保管的現金

- 6.1 Any cash held for me/us, other than cash received by you in respect of the Transactions and which is on- paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by the applicable laws from time to time.

代本人（等）保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內（此等現金不包括貴司就交易取得，而且須為交收而轉付或轉付予本人（等）的現金）。

- 6.2 I/We authorise you at any time and from time to time and at your absolute discretion to withhold, withdraw, pay to and retain for your own use and benefit absolutely any and all sums or amounts at any time and from time to time earned, accrued, paid, credited or otherwise derived by way of interest or premium from the payment into or retention at any time or from time to time of (i) any amount in the client trust account established by you under the Securities and Futures Ordinance; and (ii) any amount at any time paid to or received or held by you or any of your nominees, agents, representatives or bankers for my/our account in any other circumstances for any purpose or pursuant to any transaction.

本人（等）授權貴司隨時及不時絕對酌情決定扣、提取、支付予貴司以及純粹為貴司本身用途及利益而保留在任何時間或不時賺取、應計、獲付、計入或於其它情況下隨時及不時來自保留(i) 由貴司根據《證券及期貨條例》所開立之任何信託賬戶之任何數額及(ii)於其它情況下就任何目的或根據任何交易由貴司或貴司任何代名人、代理人、代表或銀行代本人（等）之戶口不時支付、收取或持有之任何數額所產生之利息或溢價之任何及所有金額及數額。

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

- 7.1 I/We acknowledge that the price of securities can and does fluctuate, and that any individual securities may experience downward movements, and may under some circumstances even become valueless. I/We therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.

本人（等）承認證券之價格可能反復波動，任何個別證券之價格皆可下跌，在若干情況下甚至會變得一文不值。因此，本人（等）明白買賣證券可能須承受引致虧損而非賺取利潤之固有風險。

- 7.2 I/We also acknowledge that there are risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities.

本人（等）亦承認將證券交由貴司保管可能存在風險。例如當貴公司持有本人吾等的證券而貴司無力償債時，本人（等）取回證券時可能會受到嚴重阻延。

- 7.3 I/We acknowledge and accept that the internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. I/We acknowledge that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown,

interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including my/our personal data.

本人（等）承認及接納通訊的公開性質，互聯網作為通訊媒體及提供資訊服務固有不可靠之處，而該等通訊及提供服務方式的準確性、可靠性及完善性有賴，當中包括服務提供者以及該等提供者及其它參予者不時使用及操作的電話、數據機、電線、系統、設施等等。本人（等）承認因該等不可靠，所以採用該等通訊方式存在風險，包括互聯網服務或任何通訊器材或設施的過密、破壞、干擾或傳遞失靈；傳遞及接獲指令及其它資料及資料以及執行及確認指令時有失誤、錯漏或阻延以及或執行指令的價格與於發出指令時或從服務所顯示的價格可能有所不同。亦有其它風險如未獲授權的取用、竊改、變改或更改該服務及/或於該服務中使用或組成的系統、靈件及軟體可能引致資料及資料包括本人（等）的個人資料被受使用、操縱、提取或偷竊或遺失。

- 7.4 These are risks that I/we are prepared to accept.  
此乃本人（等）準備接受之風險。

## 8. Compensation Fund 賠償基金

If you fail to meet your obligation to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

如貴司未有履於貴司根據本人（等）之義務，本人（等）有權根據賠償基金不時之條款，向按《證券及期貨條例》設立之賠償基金索償。

## 9. General 一般規定

- 9.1 All securities purchased or acquired for or on my/our behalf, or in which I/we have an interest (either individually or jointly with others) and which are held for my/our Account, including all rights, dividends or interest thereon, and all monies and other property at any time held by you on my/our behalf, shall be subject to a general lien in your favour for the performance of my/our obligations to you arising in respect of dealing in securities for me/us. In the event of any failure by me/us to perform with such obligations or in payment on demand or on the due date therefore of any of my/our indebtedness to you hereunder, you may without liability on your part sell or otherwise realise the whole or any part of such security as when and how and at such price and on such terms as you may fit and to apply the net proceeds of such sale or realisation and any monies for the time being held by you in or towards discharge of my/our obligations and indebtedness to you.

所有為或代本人（等）購入或買入或本人（等）有權益（不論屬個人或與他人共同擁有）及於本人（等）戶口持有的證券，包括所有權利、股息或利息，以及所有由貴司代本人（等）不時持有的款項及其它物業均受制於貴司的全面留置權，以確保本人（等）履行對貴司代本人（等）買賣證券而產生的責任。倘本人（等）就任何本人（等）欠貴司的款項未有履行該等責任或於被要求時或到期付款日未有作出償付，貴司可於貴司認為合適的該等時間、方法及價格出售該等證券之全部或任何部份而毋須付上任何責任，並可將該等出售的剩餘利潤及任何當時由貴司代本人持有的款項用作付清本人（等）對貴司的責任及欠款。

9.2 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.

倘貴司的業務有重大變更，並且可能影響貴司為本人（等）提供的服務，貴司將會通知本人（等）。

9.3 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

單數名應具有複數含義，反之亦然。提及一種性別即涵蓋所有性別，而有關「人士」一詞之提述，應包括商號或獨資經營者、合夥經營者、財團及公司，反之亦然。

9.4 If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

倘本協議書之任何條文被任何適合的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議書將繼續獲得執行，猶如該無效或不能強執行之條文並無載於本協議書內一樣。

9.5 Where we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed, as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.

倘吾等包括多於一人或一方，吾等每一個人或一方所負之責任為並同及個別，而提述吾等時須被詮釋為吾等任何或每一個人或一方。貴司有權各別與吾等任何一人或一方磋商，包括於並無影響其它人之法律責任之情況下解除任何法律責任。

9.6 All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile or telephone or electronic mail to any number or address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone) and upon receipt of a message confirming transmission or receipt (in the case of facsimile transmission or electronic mail) and that no such notice or communication need be signed on your behalf.

所有給予本人（等）之通告及通訊，可用郵遞方式寄往貴司記錄內不時顯示之本人（等）任何一個商業、住宅或通訊位址，或將該等通告及通訊交付本人（等）或交付往該位址，或以電傳、傳真、電話或電郵傳送往為此而不時通知貴司之號碼或位址，方為有效地發出。所有給予本人（等）之通告及通訊，將於(a)郵寄該通知後第二個營業日(於郵寄之情況下)，及(b)於交付時(於當面交付之情況下)、發出時(於使用電傳之情況下)或傳達時(於使用電話之情況下)及接獲確實或收到的訊息時(於使用傳真或電郵之情況下)，均視作已被收妥，而該等通告及通訊毋須由貴司之代表簽署。

9.7 To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us and such amendments shall come into effect immediately upon my/our deemed receipt of your notice. I/We acknowledge and agree that if I/we do not accept any amendments as notified by you from time to time, I/we shall have the right to terminate this Agreement.

在法律容許之範圍內，貴司可不時通知本人（等），修訂本協議書之任何條件及條款。該等修訂於本人（等）被視作接獲貴司之通告時立即生效。本人（等）得悉及同意，倘本人（等）不接受貴司不時通知之任何修訂本人（等）將有權終止本協議。

9.8 Any waiver by you of any time or strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on your part shall in no event constitute or be considered as a waiver by you of any of your powers, rights, remedies or privileges.

貴司於任何時間未能堅持嚴格遵守本協議書之任何條件或條或貴司方面持續該行為，於任何情況下均不構成或被視為貴司放棄任何貴公司之權力、權利、補償或特權。

9.9 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with your prior written consent.

除非獲得貴司之事前書面批准，否則本人（等）不得將本協議書下任何本人（等）之權利及/或義務轉讓予任何其它人士。

9.10 This Agreement may be terminated at any time by written notice given by either party to this Agreement provided that any such termination shall not affect any transaction entered into by you prior to your receipt of such written notice and shall be without prejudice to any of your or my/our rights and remedies accrued prior to such termination.

本協議書之任何一方隨時以書面通知對方終止本協議書，惟任何該等終止不會影響貴司於收到該書面通知前所訂立之任何交易，亦不會損害收到該通知前貴司或本人（等）之任何交易，亦不會損害收到該通知前貴司或本人（等）之任何權利、權力或責任。

I/We confirm that I/we have read the English/Chinese version and agree to the terms of this Agreement, which have been explained to me/us in a language which I/we understand. I/we also acknowledge and accept that in the event that there is any inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

本人（等）確認本人（等）已詳閱本協議書的英文/中文版本，並同意本協議書的條款，而且該等條款已經以本人（等）明白的語言向本人解釋。本人（等）亦確認及接納倘本協議書之中英文版本出現任何歧義，應以英文本為準。

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**MARGIN CLIENT AGREEMENT****保證金客戶協議**

**THIS AGREEMENT is made on the \_\_\_\_\_[Day] DAY of \_\_\_\_\_ [Month][Year]**

**Between**

- (A) **PATRONS SECURITIES LIMITED whose registered office is at Unit 3214, Cosco Tower, 183 Queen 's Road, Sheung Wan, Hong Kong (hereinafter referred to as "PATRONS"); and  
百惠證券有限公司，其註冊辦事處在香港上環皇后大道中 183 號中遠大廈 32 樓 3214 室(以下稱為「百惠證券」)；及**
- (B) **the undersigned client(s) whose name(s) and identification number are as appeared on the signatory page of this agreement (hereinafter referred to as the "Client(s)").  
以下簽署客戶，其姓名和身份證號碼載於本協議書的簽署頁 (以下稱為「客戶」)。**

In consideration of PATRONS's opening and maintaining at the Client(s)' request margin securities trading account(s) ("the Margin Account") for Client(s) and PATRONS's agreeing to act as Client(s)' agent or broker for the execution of orders for the purchase or sale of securities of every type and description, the Client(s) hereby agrees to effect Transactions as hereinafter defined subject to the following terms and conditions of this Margin Client Agreement ("the Agreement"):-

鑒於百惠證券諮詢客戶要求開立及持續運作保證金證券買賣帳戶(「帳戶」)給客戶；又鑒於百惠證券同意作為客戶的代理或經紀，執行各式及各類證券買賣交易指示(見下文釋義，客戶茲同意根據下列本協議書的條件進行交易(「協議書」)： -

## 1. DEFINITIONS 定義

1.1 This Agreement shall be read in conjunction with and as a supplement to the Securities Client Agreement and Schedule entered into by Client(s) and PATRONS (“Securities Client Agreement”). Where any conflict arises between the provisions of the Securities Client Agreement, the provisions of this Agreement shall prevail.

本協議書作為客戶與百惠證券所訂立的證券交易客戶協議及附表（「證券客戶協議」）的補充文件，應與其一併閱讀。若證券客戶協議與本協議書的條文有任何衝突，概以本協議書的條文為準。

1.2 Terms defined in this Agreement have the same meanings as in Client(s) Agreement for Securities Trading unless stated otherwise.

除非另有說明，在本協議書內所界定的詞語，其涵義與證券客戶協議中該等詞語的涵義相同。在證券客戶協議內對「帳戶」的提述視作包括根據本協議書開立的保證金帳戶。

1.3 Reference to “Account” in Client(s) Agreement for Securities Trading is deemed to include the Margin Account as established pursuant to this Agreement.

在證券客戶協議內對「帳戶」的提述視作包括根據本協議書開立的保證金帳戶。

1.4 Reference to a singular expression includes the plural and vice versa, and reference to a gender includes any gender.

對單數詞語的提述包括複數，反之亦然，而對某性別的提述包括任何性別。

**“Collateral”** means all Securities and all monies of the Client which are now or shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by PATRONS, or nominees, or transferred to or held by any other person in circumstances where PATRONS accepts the same as security for the Client’s obligations under this Agreement. The Collateral shall include those monies and Securities that shall come into the possession, custody or control of PATRONS from time to time for any purpose whatsoever (which shall include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).

**「抵押品」**指抵所有客戶之證券，以及現時或此後任何時間存放於、轉調或促致轉調予百惠證券持有的，或者轉調予任何其他人士或由任何其他人士持有的客戶之一切款項，而在該等情況下，百惠證券接納以此作為客戶在本協議書下責任的抵押。抵押品應包括不時為任何目的而成為由百惠證券管有、託管或控制的該等款項及證券（應包括任何額外或取代證券以及任何時候通過對或就任何該等證券或額外證券或取代證券的贖回、分紅、優先權、期權或其他方式累計的一切已支付或應支付的股息、利息、權利、權益、款項或財產）。

**“Margin Limit”** is the maximum amount of facility that the Company will grant the Client irrespective of the amount of the Client’s Collateral and Margin Ratio.

**「保證金限額」**是指不管客戶的抵押品金額和保證金比率如何，本公司可提供予客戶的最大融資金額。

“**Margin Ratio**” is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from the Company against the Collateral.

**「保證金比率」**是指抵押品價值的一個百分率，而該百分率將不高於客戶可向本公司借用的金額(或擔保其他形式的財務通融)與抵押品價值的百分率。

“**Loan**” means the aggregate principal amount and interest owing to PATRONS under the Margin Facility at any relevant time.

**「貸款」**指根據保證金融通而於任何有關時間欠負百惠證券的合計本金金額及利息。

## 2. MARGIN FACILITY 保證金融資

2.1 PATRONS shall provide Client(s) with credit facilities (“Margin Facility”) and in respect of transactions in Securities, the account which PATRONS establishes with Client(s) to record such Margin Facilities or transactions is said to be a margin securities trading account (“Margin Account”). Client(s) shall open and maintain a Margin Account with the PATRONS subject to the Securities Client Agreement and this Margin Client Agreement and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable). The Margin Facility is extended by PATRONS to Client(s) in accordance with the provisions set out in this Margin Client Agreement, any fees and charges sheet from PATRONS to Client(s) and the Securities Client Agreement (collectively called “Margin Facility Terms”). Client(s) agrees to use the Margin Facility only in connection with the acquisition or holding of Securities by PATRONS for Client(s).

百惠證券就證券交易向客戶提供信貸融通（「保證金融通」），百惠證券為客戶開立的用以記錄該等保證金融通或交易的帳戶稱為保證金證券交易帳戶（「保證金帳戶」）。客戶須根據證券客戶協議及本保證金客戶協議及電子交易服務之附加條款（如適用）及新上市證券之附加條款（如適用）與百惠證券開立及維持保證金帳戶。保證金融通將按照本保證金客戶協議，本公司提供給客戶的任何收費表及證券客戶協議內所訂定之條款（統稱「保證金客戶條款」）而提供給客戶。客戶同意該融資只會用在有關於本公司為戶購入或持有證券之用途。

2.2 PATRONS is authorized by Client(s) to draw on the Margin Facility to settle any amounts due to PATRONS in respect of purchase of Securities and to finance continued holding of Securities, the payment of commission, interest and any other expenses incidental to the operation of the Margin Account and any other sums owing to PATRONS.

客戶授權百惠證券可動用保證金融通，用作購買證券及繼續持有證券或支付佣金或與保證金有關帳戶運作而引致的費用或其他欠百惠證券的款項。

2.3 The Margin Facility is repayable on demand anytime. PATRONS may, in its absolute discretion, vary the terms in this Clause 2 or terminate the Margin Facility at any time it thinks fit. PATRONS is not obliged in any way to provide financial accommodation to Client(s). For the avoidance of doubt, if a debit balance arises in any Margin Account,

PATRONS shall not be, nor shall PATRONS be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that PATRONS permits a debit balance to arise in any Margin Account so debited shall not imply any obligation on the part of PATRONS to advance monies or incur any obligation on Client(s)'s behalf on any subsequent occasion, but without prejudice to the obligations of Client(s) in respect of any debit balance which PATRONS does permit to arise.

保證金融通須於要求下清還。百惠證券有絕對的酌情權更改本第2條的有關條款或於任何百惠證券覺得適當的時候終止保證金融通。百惠證券並無責任向客戶提供財務協助。為避免疑問，如果客戶的任何保證金賬戶出示借方結餘，百惠證券無義務而且不應被視為有義務提供或繼續提供任何財務通融。尤其是(但不限於)，百惠證券允許任何保證金賬戶出現借方結餘，不代表百惠證券有任何義務在任何隨後的情況下提供墊款或代客戶承擔任何義務，而客戶對百惠證券所允許出現的任何借方結餘應有的義務不因此而受影響。

- 2.4 Client(s) shall provide and maintain adequate Collateral and provide such additional Collateral in the manner and within the time limit specified by PATRONS for the compliance with the margin requirements set by PATRONS. PATRONS in its absolute discretion determines the amount, type and form, manner of delivery, calculation basis of permissible value and timing of the delivery of the required Collateral. PATRONS may change the margin requirements at any time in its absolute discretion without prior notice to Client(s). Any failure of Client(s) in providing the required Collateral in Clauses 2.4 or 2.5 or 2.6, constitutes an Event of Default and PATRONS is entitled to dispose of any of the Collateral without prior notice to Client(s).

客戶須在百惠證券指明的時限及方式提供及維持足夠的有關抵押品及提供該等額外的有關抵押品，以遵守百惠證券訂立的保證金規定。百惠證券有權行使其絕對酌情權，釐定所需有關抵押品的數額、種類及形式、交付的方式、計算可允許價值的基準及交付的時限。百惠證券可按其絕對酌情權在不須事先通知客戶情況下，不時更改保證金規定。如果客戶未能根據本第 2.4 或 2.5 或 2.6 條提供足夠的有關抵押品，這將會構成為失責事件，而無須給予客戶事先通知百惠證券有權處置有關抵押品。

- 2.5 The time for provision of Collateral and for payment of margin deposit is of the essence and if no time is stipulated by PATRONS in making a demand for Collateral or margin deposit, Client(s) is required to comply with such demand within one hour from the time of making such demand (or in a shorter period if so required by PATRONS). Client(s) also agrees to pay immediately in full on demand any amount owing under the Margin Facility. All initial and subsequent payments for margin deposits shall be made in cleared funds and in such currency and in such amounts as PATRONS may in its sole direction require.

提供有關抵押品及保證金的時間為關鍵要素，如百惠證券提出要求有關抵押品或保證金時未有指明時限，客戶須在該要求時起計一小時內（或按百惠證券規定更早時限）遵守該要求。客戶亦同意於百惠證券要求時立即悉數償還因保證金融資欠下債項。所有就保證金的首筆及之後付款，一律應為即時可動用資金，且百惠證券有絕對酌情權規定貨幣種類及金額。

- 2.6 Notwithstanding Clauses 2.4 and 2.5, in the event that it is in the sole opinion of PATRONS that it is impracticable for PATRONS to make demand on Client(s) for additional Collateral pursuant to Clause 2.3, PATRONS shall be deemed to have made

such demand of additional Collateral in such form and amount as PATRONS may determine and such demand shall become immediately due and payable by Client(s). The aforesaid impracticality may be due to the following (without limitation) rapid changes or development involving prospective changes:

縱然第 2.4 條及第 2.5 條已有規定，當百惠證券單方面認為按照第 2.3 條要求客戶提供額外有關抵押品實際上並不可行，百惠證券應被視作已經按照百惠證券決定的方式及 / 金額提出追收有關抵押品，而該等要求已經到期，客戶須即時支付。上文的實務上不可行的情況，是由於(包括但不限於)下列的急劇轉變或發展涉及預期的變化：

(A) any local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of PATRONS likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or  
任何本地、國家、國際金融體系、財經、經濟或政治環境或外匯管制的狀況，而此等已經或可能出現的轉變或發展已構成或百惠證券認為可能構成對香港及 / 或海外證券、外匯、商品期貨市場的重大或不良波動；或

(B) any event which is or may be of a material adverse nature affecting the conditions of Client(s) or operations of the Margin Account.  
任何已經或可能出現的轉變或發展已經或可能在性質上嚴重影響客戶的狀況或保證金有關帳戶的運作。

2.7 Subject to Clause 2.8 below, PATRONS may grant Client(s) a Margin Facility of such amount up to the Margin Limit as may be notified to Client(s) from time to time. The Margin Limit available to Client(s) and the Margin Ratio may be varied at the discretion of PATRONS without any prior notice to Client(s). Notwithstanding the Margin Limit as notified to Client(s), PATRONS may at its discretion

在受下文第2.8條的規限下，百惠證券可批予客戶的保證金融通，其款額不超過百惠證券可能不時通知客戶的保證金限額。百惠證券可酌情決定更改向客戶提供的保證金限額和保證金比率而無需事先通知客戶。儘管已通知客戶有關保證金限額，百惠證券仍可酌情決定

(A) extend the Margin Facility to Client(s) in excess of the Margin Limit and Client(s) agrees that Client(s) shall be liable to repay the full amount of any Margin Facility given by PATRONS on demand, or

向客戶提供超出保證金限額的保證金融通，而客戶同意，客戶負有法律責任按要求的償還百惠證券所發給的任何保證金融通之全數款額，或

(B) refuse to make available to Client(s) any advance under the Margin Facility at any time even if the Margin Limit applicable at that time has not been exceeded.

隨時拒絕根據保證金融通向客戶提供任何放款，即使當時適用的保證金限額並未被超過。

2.8 PATRONS will not at any time be obliged to provide any Margin Facility to Client(s). In particular, Client(s) understands that PATRONS will be under no obligation to provide or continue to provide any Margin Facility if any of the following circumstances arises: -

百惠證券在任何時候均有權不向客戶提供任何保證金融通。特別是，客戶明白在下述任何情況發生時，百惠證券將沒有任何責任提供或繼續提供任何保證金融通：

(A) Client(s) is in default of any provisions of Margin Facility Terms; or  
客戶違反任何保證金客戶條款；或

(B) in the opinion of PATRONS there is or has been a material adverse change in Client(s)'s financial condition or in the financial condition of any person which might adversely affect Client's ability to discharge his liabilities or perform his obligations under the Margin Facility Terms; or

百惠證券認為客戶的財務狀況或任何人士的財務狀況有或已經有重大的不利改變，而這對客戶根據保證金融通條款清償其債務或履行其責任的能力可能有不利影響；或

(C) making an advance would cause the applicable Margin Limit to be exceeded; or  
作出放款會導致超出適用的保證金限額；或

(D) PATRONS in its absolute discretion considers it prudent or desirable for its protection not to do so.

百惠證券以其絕對酌情權認為，為保障其利益而不提供或持續提供有關保證金融通是審慎和合宜的。

2.9 Client(s) agrees to pay interest on a daily basis on the amount of the Margin Facility granted to Client(s). The interest rate shall be at a percentage above PATRONS's cost of funds which will vary according to the prevailing money market situation and as notified to Client(s) by PATRONS from time to time. Such interest charges may be deducted by PATRONS from the Margin Account or any other account of Client(s) with PATRONS.

客戶同意就提供給客戶的保證金融通款額支付按日計算的利息。息率應按百惠證券取得資金成本另加某個百分率計算，並將根據當時的貨幣市場情況而更改，且由百惠證券不時通知客戶。該等利息收費可由百惠證券從保證金帳戶或客戶設於百惠證券的任何其他帳戶中扣除。

### 3. CHARGE 押記

3.1 Client(s), as beneficial owner, charges in favour of the PATRONS by way of first fixed charge all Client(s)'s respective rights, title, benefits and interests in and to all Collateral as a continuing security ("the Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by Client(s) to PATRONS, or for which Client(s) may be or become liable to PATRONS on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name, style or firm) together with interest from the date of accrual or date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of PATRONS ("Secured Obligations").

客戶以實益擁有人的身份，以第一固定抵押方式向百惠證券抵押所有客戶於抵押品的各種權利、所有權、利益及權益，以作為持續的抵押（「押記」），以便客戶在接獲要求後償付客戶可能欠百惠證券或其聯營公司的所有款項及債項（絕對或有的），及客戶在現時或將來履行保證金客戶條款下可能到期、所欠或招致的義務，或客戶不論於任何帳戶或以何種形式而欠百惠證券的債項（不論是單獨或與任何其他人士一起，及不論以何種名稱形式或商號），連同由作出還款要求日期至付還日期期間的利息，以及在百惠證券記錄中所列的任何佣金、法律或其他費用、收費及開支（「有抵押債務」）。

3.2 The Charge is a continuing security notwithstanding any intermediate payment, settlement of the Margin Account or satisfaction of whole or any part of Secured Obligations and notwithstanding any closure and subsequent opening of such Margin Account.

即使客戶作出任何中期支付或清結保證金有關帳戶或全部或部份付清有抵押債務及即使客戶結束保證金帳戶及其後再重新開戶，押記將仍屬一項持續的抵押並仍有效力。

3.3 PATRONS is entitled to exercise any voting right or other right in respect of the Collateral for the protection of PATRONS's interest in the Collateral and Client(s) shall not exercise any right attaching to the Collateral in any manner which, in PATRONS's opinion, may be inconsistent with the obligations under this Agreement or prejudicial to PATRONS's right in the Collateral.

百惠證券有權行使涉及有關抵押品的表決權及其他權利以保障其在有關抵押品的利益。倘若客戶行使其在有關抵押品的權利，會與其在本協議的義務有所矛盾，或在任何形式下可能會影響百惠證券就有關抵押的利益，客戶不得行使該權利。

3.4 Whenever there is any Secured Obligations, PATRONS has the right, without prior notice or consent from Client(s), to dispose of or otherwise deal with any part of the Collateral at its absolute discretion upon such terms and in such manner it thinks fit for settlement of the Secured Obligations to protect its interest, in particular for Client(s)'s failure in meeting any call for Collateral or margin call made by PATRONS or significant fluctuation in market prices. In event of any deficiency after the sale of Collateral, Client(s) shall make good and pay on demand to PATRONS such deficiency.

只要仍有未償還的有抵押債務，百惠證券有權在未事先通知或獲得客戶同意前，行使其絕對酌情權以其認為適合的條款及方式為保障其利益，處置或以其他方法處理有關抵押品（任何部份或全部），用以償還有抵押債務，尤其客戶未能依百惠證券要求提供的有關抵押品時或市場價格發生重大波幅時。如出售有關抵押品後，仍有缺欠，客戶須即時向百惠證券支付，用以彌補該不足之數。

3.5 Client(s) shall pay or reimburse PATRONS immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of PATRONS under this Agreement.

客戶須按要求向百惠證券即時支付或償還所有與執行或保障百惠證券根據本協議享有的任何權力有關的費用（包括追數收費及以足額彌償為基準的法律費用）及開支。

3.6 Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:

在不影響上述的概括性原則下，押記或其所抵押的數額將不會受以下所述任何事物影響：

(A) any other security, guarantee or indemnity now or hereafter held by PATRONS in respect of the Secured Obligations;

就有抵押債務，百惠證券現時或將來所持有的任何其他抵押、擔保或彌償；

(B) any variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge except to the extent of the relevant variation, amendment, waiver or release);

任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除（包括押記，除有關的修改、修訂、寬免或解除外）；

- (C) the enforcement or absence of enforcement or release by PATRONS of any security, guarantee or indemnity or other document (including the Charge);  
百惠證券就任何抵押、擔保或彌償或其他文件(包括該押記)的強制執行或沒有強制執行或免除;
- (D) any time, indulgence, waiver or consent given to Client(s) or any other person whether by PATRONS;  
不論由百惠證券向客戶或其他人士所給予的時間、寬限、寬免或同意;
- (E) the making or absence of any demand for Collateral or payment of any sum payable under the Agreement made on Client(s) whether by PATRONS or any other person;  
不論由百惠證券或任何其他人士所作出或沒有作出根據本協議條款的任何提供有關抵押品或償還款項的要求;
- (F) the insolvency, bankruptcy, death or insanity of Client(s);  
客戶的無償債能力、破產、死亡或精神不健全;
- (G) any amalgamation, merger or reconstruction that may be effected by PATRONS with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of PATRONS to any other person;  
百惠證券與任何其他人進行合併、兼併或重組或向任何其他人出售或轉移百惠證券的全部或部份業務、財產或資產;
- (H) the existence of any claim, set-off or other right which Client(s) may have at any time against Broker or any other person;  
在任何時候客戶對百惠證券或任何其他人士所存在的任何申索、抵銷或其他權利;
- (I) any arrangement or compromise entered into by PATRONS with Client or any other person;  
百惠證券與客戶或任何其他人士訂立的安排或妥協;
- (J) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever ;  
涉及該融資的任何文件的條文或任何抵押、擔保或彌償(包括該押記)之下及有關的條文的不合法性, 無效或未能執行或缺陷, 不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故;

**(K)** any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by Client(s) on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or

任何根據涉及破產、無償債能力或清盤的任何法律可以避免或受其影響的協議、抵押、擔保、彌償、支付或其他交易，或任何客戶依賴任何該等協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除、和解或解除，而任何該等免除、和解或解除因此須被視為受到限制；或

**(L)** any other thing done or omitted or neglected to be done by PATRONS or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect Client(s)'s liabilities under the terms of this Agreement governing the Margin Facility.

任何由百惠證券或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物(如果不是因為本條文)可能在運作上損害或影響客戶在與保證金融資有關的本協議條款項下的責任。

### 3.7 Client(s) represent and warrant that:-

客戶聲明及保證:

**(A)** the Collateral is legally and beneficially owned by Client(s);

抵押品是由客戶合法及實益擁有;

**(B)** Client(s) is entitled to deposit the Collateral with PATRONS; and

客戶有權將抵押品存放於百惠證券; 及

**(C)** the Collateral is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other Securities comprised in the Collateral are fully paid up.

抵押品是及將會維持不帶有任何類別的留置權、押記或產權負擔，以及抵押品所包含的任何股額、股份及其他證券均已繳足股款。

### 3.8 Client(s) agree to the following:

客戶同意下列各項:

**(A)** Subject to giving Client(s) notice, PATRONS will have the right to exercise rights relating to the Collateral to protect the value of the Collateral; and

在向客戶發出通知後，百惠證券將有權行使有關抵押品的權利，以保障抵押品的價值；及

**(B)** Until the Charge becomes enforceable, except as otherwise provided in the Margin Facility Terms, Client(s) may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with Client(s)'s obligations under the Margin Facility Terms, or which in any way may prejudice PATRONS's rights in relation to the Collateral.

在押記成為可強制執行之前，除保證金客戶條款另有規定，客戶可發出指示行使抵押品的其他附加或關連的權利，但行使的方式不得與客戶在保證金融通條款下的責任相抵觸，也不得在任何方面影響百惠證券對抵押品所享有的權利。

#### 4. SECURITIES IN THE ACCOUNT 帳戶中的證券

- 4.1 The Collateral in the Margin Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the Collateral which are listed or traded on market operated by SEHK or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by PATRONS (“Local Securities Collateral”) shall be:

客戶於帳戶中的抵押品所獲取的對待及處理須符合《證券及期貨條例》的規定，尤其在聯交所營辦的市場上市或交易的證券抵押品或認可集體投資計劃的權益（根據《證券及期貨條例》定義）的證券抵押品且百惠證券於香港收取或持有該等證券（「本地證券抵押品」），有關證券將：

- (A) deposited in safe custody in a segregated account which is designated as a trust account or client account and maintained by PATRONS in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities;

被存放於百惠證券在認可財務機構、獲證監會核准的保管人或另一獲發牌進行證券交易的中介人在香港開立及維持指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管；或

- (B) deposited in an account in the name of PATRONS with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities; or

被存放於百惠證券以其名義在認可財務機構、獲證監會核准的保管人或另一獲發牌進行證券交易的中介人的帳戶；或

- (C) registered in the name of Client(s) or PATRONS.

以客戶或百惠證券的名稱登記。

- 4.2 In respect of any Collateral other than Local Securities Collateral to which the Securities and Futures (Client Securities) Rules are not applicable under Section 3 of the aforesaid Rules, Client(s) authorizes PATRONS in its discretion to deposit, transfer, lend, pledge, repledge or otherwise deal with such Securities to any other parties in whatsoever manner and for any purpose (including without limitation as security for financial accommodation provided to PATRONS) PATRONS thinks fit.

就客戶擁有除本地證券以外之抵押品（根據《證券及期貨（客戶證券）規則》的第3條該規則並不適用於前述的證券抵押品）而言，客戶謹此授權百惠證券，可用其酌情權以其認為適合的任何方式及用途（包括但不限於作為提供予百惠證券之財務通融之抵押品），存放、轉讓、借出、質押、再質押或其他方式處理客戶之該等證券。

- 4.3 Any Collateral held by PATRONS on behalf of Client(s) in the manner mentioned in Clauses 4.1 and 4.2 or otherwise shall be at the sole risk of Client(s) and PATRONS has no obligation to insure Client(s) against any kind of risk. PATRONS shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such dealing of Securities under the aforesaid clauses in the absence of bad faith or wilful default of or by PATRONS.

客戶須單獨承擔百惠證券以第 4.1 條及第 4.2 條所述或其他方式代客戶持有的任何抵押品引致的風險，百惠證券概無責任替客戶就各類風險購買保險。百惠證券亦無須承擔按第 4.1 條及第 4.2 條中涉及第三者所引致之損失、費用或損害，包括不限於第三者的欺騙或疏忽所引致的損失。

- 4.4 For any Collateral deposited with PATRONS not registered in the name of Client(s), any dividend, distribution or benefits accrued in respect of such Collateral which are received by PATRONS shall be credited to the Margin Account (or payment made to Client(s) as may be agreed) subject to a reasonable administration fee charged by PATRONS. For any Collateral forming part of a larger holding of identical Securities which are held by PATRONS for Client(s) and other persons, Client(s) is entitled to the same share of the benefits arising on the holding as the share of Client(s) of the total holding which is also subject to a reasonable administration fee charged by PATRONS. PATRONS shall not be responsible for any failure in making such distribution of any party which holds Securities of Client(s).

凡由百惠證券代客戶持有不以客戶的名義登記的抵押品並不是以客戶的名義登記，則任何就該等抵押品的應計股息、分派或利益將會由百惠證券代收，然後記入客戶的有關帳戶（或者按協定付款給客戶），百惠證券可就此收取合理行政費用。倘該等抵押品屬於百惠證券代客戶以及其他客戶持有較大數量的同一證券的一部份，客戶有權按其所佔的比例獲得該等證券的利益，百惠證券也可就此收取合理行政費用。倘持有客戶的證券以提供保管服務的其他人士未能作出有關的分配，百惠證券不須為此而負上任何責任。百惠證券亦可依照客戶事先的具體指示就該等證券代客戶行使表決權。

- 4.5 For so long as there exists any indebtedness to PATRONS on the part of Client(s), PATRONS may refuse any withdrawal of Collateral and Client(s) shall not without consent of PATRONS withdraw any Collateral.

只要客戶仍對百惠證券欠任何債項時，百惠證券有權拒絕客戶提取證券抵押品的要求，以及客戶在未獲百惠證券事先同意時，無權提取任何證券抵押品。

- 4.6 PATRONS is not obliged to return the Securities originally delivered or deposited by Client(s) but may return Securities of the same class, denominations and nominal amount and ranking to Client(s).

百惠證券不須向客戶交還客戶原先所交付或存放的證券，而只會向客戶交付還同一類別、面值、名義數額及等級的證券。

- 4.7 Without prejudice to any other rights and remedies available to PATRONS, PATRONS is authorized to dispose of any of the Collateral from time to time received from or held on behalf of Client(s) in settlement of any liability owed by Client(s) or on Client(s)'s behalf to PATRONS or a third person.

在不損害百惠證券可能擁有的其他權利和補救前提下，百惠證券獲授權處置不時由客戶收取或代客持有的抵押品，以解除由客戶或代客戶對百惠證券或第三者所負的法律責任。

- 4.8 Without prejudice to any other right or remedy available to PATRONS, Client(s) agrees to give the standing authority to PATRONS to authorize PATRONS to deal with the Collateral from time to time received or held on Client(s)'s behalf in one or more of the following ways (inter alia), namely to:

在不影響百惠證券任何其他的權利或補救方法的原則下，客戶授權並同意百惠證券可以（其包括）下列一種或以上的方式去處理不時代客戶收取或持有的抵押品：

(A) apply any of the Collateral pursuant to a Securities borrowing and lending agreement; 依據證券借貸協議運用任何客戶的抵押品；

(B) deposit any of Collateral with an authorized financial institution as collateral for financial accommodation provided to PATRONS; or 將任何客戶的抵押品存放於認可財務機構，作為提供予百惠證券的財務通融的抵押品；或

(C) deposit any of Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in Securities, as collateral for the discharge and satisfaction of PATRONS's settlement obligations and liabilities.

將任何客於的抵押品存放於 (i) 認可結算所；或 (ii) 另一獲發牌或獲註冊進行證券交易的中介人，作為解除經收紀在交收上的義務和清償經收紀在交收上的法律責任債務的抵押品。

(D) Such authority shall remain valid for a period of twelve (12) months from the approval date of the opening of the Margin Account unless Client(s) gives not less than seven (7) business days' prior written notice to PATRONS to revoke the same at any time, provided that no such revocation shall be effective if there is any indebtedness in the Margin Account. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO. If Client(s) requests for revocation of such standing authority or the standing authority has not been renewed by Client(s) whom PATRONS called upon to do so, PATRONS reserves the right to terminate this Agreement and operations of the Margin Account and then Client(s) shall forthwith settle any indebtedness owing to PATRONS.

除非客戶於任何時候給予百惠證券不少於七 (7) 個營業日的書面通知撤銷有關授權，此項授權由保證金帳戶的授權開戶開始起計十二 (12) 個月內有效；但假若保證金帳戶中的債項仍未解除，則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權，可按照《證券及期貨條例》下的有關規則予以續期或當作已續期。倘若客戶要求撤銷有關授權，或百惠證券要求續期時，客戶沒有將常設授權加以續期時，百惠證券保留權利終止本協議及保證金帳戶的運作，而客戶必須立即清還欠百惠證券的債務。

4.9 Subject to the provisions of the SFO, Client(s) agree that PATRONS is entitled to retain for its own benefit and not accountable to Client(s) for any fee, income, rebate or other benefits resulting from any lending or deposit of the Securities of Client(s) held in the Account with any third party for any purpose by PATRONS.

證券及期貨條例容許的情況下，客戶同意百惠證券有權為其本身的益處保留及無須向客戶交代源自任何百惠證券向第三者為任何目的借出或存放客戶的證券所獲取的任何收費、收入、回佣或其他利益。

## 5. RISK DISCLOSURE STATEMENT 風險披露聲明

5.1 The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with PATRONS. Market conditions may make it impossible to execute contingent orders, such as "stop loss" or "stop limit" orders. You may be called upon a short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

保證金交易風險藉由存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕有可能超出其存放於百惠證券作為抵押品的現金及任何其他資產。市場情況可能會令緊

急交易指示（例如「止蝕」或「限價」指示）無法執行。你可能會在短時間內被要求存

入額外的保證金款額或繳付利息。假如未能在指定時間內存入所需保證金款額或支付利息，你的抵押品可能會在未經取得你同意的情況下出售。你必須為你帳戶中由此產生的一切欠款或被收取的利息負責。你應根據本身財政狀況及投資目標，仔細考慮是否適合選用此類融資安排。

**5.2 Client(s) should refer to Schedule 2 Risk Disclosure Statements of the Securities Client Agreement and schedule for other risks.**

客戶應參閱證券交易客戶協議及附表中附表2風險披露聲明中的其他風險。

## **6. MARGIN COVER 保證金涵蓋範圍**

**6.1 Client(s)'s obligation to monitor and maintain the Loan amount and the Margin Ratio will be governed by the following provisions:**

客戶監察及維持貸款金額及保證金比率的責任將受下列條文規限：

**(A) Client(s) is required to (i) monitor and maintain at all times the Loan not to exceed the Margin Limit and the Margin Ratio at such level determined by PATRONS to be satisfactory, and (ii) satisfy the Margin Calls given by PATRONS from time to time;**

客戶須 (i) 在任何時間監察及維持貸款不超過保證金限額及保證金比率於百惠證券釐定為滿意的水平及 (ii) 履行百惠證券不時發出的補倉通知；

**(B) Client(s) is solely responsible for contacting PATRONS from time to time to ensure that Client(s) is informed of the Margin Limit, the Margin Ratio in respect of the Collateral and the status relating to Margin Calls and whether they have been performed to the satisfaction of PATRONS; and**

客戶須自行負責不時與百惠證券保持聯絡，以確保客戶知悉保證金限額、關乎抵押品的保證金比率，以及補倉通知的狀態和是否已被履行達致令百惠證券滿意的程度；及

**(C) PATRONS is entitled to exercise its rights under Clause 7.3 to sell or dispose of the Collateral even if (i) PATRONS has not given Client(s) a Margin Call, or (ii) PATRONS has not been promptly notified of the satisfaction of a Margin Call by Client(s)**

百惠證券有權行使其在第7.3條下的權利，以出售或處置抵押品，即使 (i) 百惠證券並未向客戶發出補倉通知，或 (ii) 百惠證券並未及時知悉客戶已履行補倉通知。

### **6.2 Margin Call**

補倉通知

**(A) PATRONS will monitor and determine the value of Collateral on a real time basis. PATRONS will update Client(s)'s position in respect of the services under the Margin Account at such times a day as PATRONS considers appropriate. If at any time PATRONS determines that the Loan exceeds the Margin Limit or the LTV Ratio reaches or exceeds the Margin Ratio (or both), PATRONS may (but have no obligation to) refuse to act on any Instruction given by Client(s) or on Client(s)'s behalf. PATRONS also has the right to give Client(s) a margin call requiring Client(s) to make payments or deposits of margin in monies, Securities and/or other assets in such amount and in such form into the Margin Account and within such time as specified by PATRONS in order to reduce**

the Loan or increase the Collateral (or both) within a specified time (a “**Margin Call**”). Unless the Margin Call is fully satisfied within the time specified, PATRONS

shall have no obligation to effect or respond to Client(s)’s instruction to buy or sell Securities on margin.

百惠證券將按實時基準監察及釐定抵押品市值。百惠證券會於日內在百惠證券認為適當的時間，更新客戶有關保證金帳戶服務的持倉。如百惠證券於任何時間確定貸款超出保證金限額或貸款與價值比率到達或超出保證金比率（或兩者），百惠證券可以（但無責任）拒絕按客戶或代客戶所發出的任何指示行事。百惠證券亦有權向客戶發出補倉通知，要求客戶按百惠證券所指定的數額和形式並在百惠證券所指明時間內，向保證金帳戶支付或存入款項、證券及/或其他資產的保證金，以減低貸款或增加抵押品（或兩者）（「**補倉通知**」）。除非補倉通知在所指明時間內獲完全履行，否則百惠證券應無責任執行或回應客戶的指示以保證金買入或出售證券。

**(B) Client(s) is required to satisfy a Margin Call by taking the following steps (or any of them):**  
客戶須採取下列步驟（或其中任何一項）以履行補倉通知：

(i) deposit into the Margin Account additional monies or immediately available cleared funds in such amount acceptable to PATRONS;

將百惠證券接納的金額的額外款項或即時可用已結算資金存入保證金帳戶；

(ii) deposit into the Margin Account additional Securities of such type and in such value acceptable to PATRONS and charging them in favour of PATRONS; and

將百惠證券接納的種類及價值的額外證券存入保證金帳戶並抵押予百惠證券；及

(iii) reduce the Loan so that the Loan does not exceed the Margin Limit.

減低貸款，致使貸款不超出保證金限額。

**(C) For the avoidance of doubt, PATRONS may give more than one Margin Call in one day.**

為免產生疑問，百惠證券可於一日內作出超過一次的補倉通知。

### 6.3 Rights regarding margin requirements

關於保證金要求的權利

**(A) Between the time after PATRONS has given a Margin Call and before that Margin Call has been met to the satisfaction of PATRONS, PATRONS is entitled (i) to exercise any of its rights under Clause 8 (Set-off and Lien) and this Clause 6.3 without notice to Client(s), and (ii) to refuse to carry out any of Client(s)’s instructions relating to the Margin Account or any dealing in Securities.**

在百惠證券發出補倉通知之後至補倉通知以令百惠證券滿意的方式被履行之前的期間，百惠證券有權(i)行使其在第8條（抵銷及留置權）及本第6.3條下的任何權利，而無須通知客戶，及(ii)拒絕執行客戶有關保證金帳戶或任何證券買賣的任何指示。

**(B) If the following events (or any of them) occur at any time, PATRONS is entitled to exercise its rights set out in Clause 6.3(C), whether or not any Margin Call has been made:**

如在任何時間發生下列事項（或其中任何一項），百惠證券有權行使其在第6.3(C)條內所載的權利，不論有否發出任何補倉通知；

- (i) PATRONS determines that the LTV Ratio reaches or exceeds the Margin Ratio, even if (1) such determination is based on PATRONS's records that do not reflect the latest transactions in respect of the Margin Account due to the time necessary for updating the records or for clearing the funds, cheques or Securities deposited with PATRONS, or (2) PATRONS does not know that a Margin Call has been satisfied; or  
百惠證券決定貸款與價值比率到達或超出保證金比率，即使(1)該決定是基於百惠證券的紀錄，而由於更新紀錄或結算存於百惠證券的資金、支票或證券需時，該等紀錄並不反映保證金帳戶的最新交易；或(2)百惠證券不知道補倉通知已被履行；及
- (ii) PATRONS considers, in good faith, that the market conditions are likely to expose investors to unacceptable risk or heavy losses, including unstable, unfavourable, and abnormal market conditions.  
百惠證券本着真誠認為市場情況可能導致投資者承擔不能接受的風險或重大虧損，包括不穩定、不利及不正常市場情況。
- (C) PATRONS may (but has no obligation to) do the following (or any of them) without demand, notice, legal process or other action as it considers appropriate at any time upon occurrence of any event specified in Clause 6.3(B):  
在發生第6.3(B)條所指明的任何事件隨後任何時間，百惠證券可以（但並無責任）在其認為適當的情況下採取下列行動（或其中任何一項），而無須作出要求、通知、法律程序文件或其他行動：
- (i) terminate the Margin Facility;  
終止保證金融通；
- (ii) cancel or modify the outstanding Instructions; and  
取消或修訂尚未履行的指示；及
- (iii) sell, realise, redeem, liquidate, or dispose in any other manner all or any of the Collateral in the relevant market or by private contract, and on such terms as PATRONS in its absolute discretion considers appropriate, free from any claim, right of redemption, equity or other right or interest that Client(s) may have.  
於有關市場或以私人合約方式，按百惠證券絕對酌情認為適當的條款出售、變現、贖回、結清或以任何其他方式處置所有或任何抵押品，而不附帶客戶可能擁有的任何索償、贖回權利、衡平法上或其他權利或權益。
- (D) PATRONS has the right to select all, any, or which of the Collateral to be sold or disposed of, including the right to sell or dispose of more quantity of the Collateral than is necessary to reduce the Loan not exceeding the Margin Limit. PATRONS also has the right to sell or dispose of the Collateral at any time and on any terms as it considers appropriate. PATRONS shall not be liable to Client(s) for any loss, damage or expense of any kind which Client(s) or any other person may incur or suffer arising from or in connection with any such sale or disposal. Client(s) has no right or claim against PATRONS for not selling or disposing of any Collateral at a better price or time.  
百惠證券有權選擇出售或處置全部、任何或某部份抵押品，包括有權出售或處置較所需數量為多的抵押品以減少貸款至不超出保證金限額。百惠證券亦有權隨時及按其認為適當的任何條款出售或處置抵押品。對於因為或有關任何該等出售或處置而引致客戶或任何其他人士可能招致或蒙受的任何種類的任何損失、損害或開支，百惠證券無須對客戶負上法律責任。客戶無權就未有以較佳的價格或時間出售或處置抵押品而對

百惠證券行使任何權利或作出申索。

- (E) PATRONS will deposit at its discretion any proceeds resulting from the sale, realisation, redemption, liquidation, or disposal of the Collateral in the Margin Account in reduction of the Loan until the Loan has been repaid in full or does not exceed the Margin Limit. 百惠證券會酌情將出售、變現、贖回、結清或處置抵押品產生的任何所得款項存入保證金帳戶，以扣減貸款，直至貸款已獲全數償還或降至不超出保證金限額為止。

## 7. DEFAULTS 違約

7.1 Client(s) agrees that PATRONS may dispose of any Collateral (in whole or in part) without notice to Client(s) if Client(s):

客戶同意百惠證券可在下列情況下處置全部或部份任何抵押品，而無需通知客戶：

(A) fails to maintain the Margin Ratio upon Margin Call; or

如果客戶未能在收到補倉通知後維持保證金比率；或

(B) fails to repay or discharge the Margin Facility upon demand; or

如果客戶未能應要求付還或清償保證金融通；或

(C) fails to settle a transaction in Securities against which Margin Facility has been provided, or

如果客戶未能結清已提供保證金融通的證券交易；或

(D) has indebtedness owed to PATRONS for dealing in Securities which remains outstanding after PATRONS has disposed of all the Securities purchased under the Margin Facility.

如果客戶有就買賣證券而欠下百惠證券的債項，而該債項在百惠證券處置了在保證金融通下所購買的所有證券後仍然尚未清償。

7.2 Client(s) agrees that in the event of any sale pursuant to the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of PATRONS. Upon any sale by PATRONS, a declaration made by an officer of PATRONS that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with PATRONS shall be concerned to inquire into the circumstances of the sale.

客戶同意，若根據保證金融通條款作出任何出售，百惠證券將有絕對酌情權出售或處置任何抵押品。當百惠證券作出任何出售時，由百惠證券的一名高級人員所作出表示出售權力已成為可行使的聲明，對所出售的抵押品的任何買方或得到其所有權的其他人士而言應屬有關事實的不可推翻的證據，任何與百惠證券進行交易的人士應無須查詢該宗出售的情況。

7.3 In the event the net proceeds of sale shall be insufficient to cover the whole of Client(s)'s liabilities under the Margin Facility Terms, Client(s) undertakes to pay to PATRONS on demand any balance that may then be due.

若出售所得淨收益不足以償付客戶在保證金融通條款項下全部負債，客戶承諾按要求向百惠證券支付當時可能到期須付的任何差額。

7.4 Client(s) shall from time to time upon the request of PATRONS promptly and duly execute and deliver any and all such further Instructions and documents as PATRONS may deem

necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

客戶應不時按百惠證券的要求，及時並妥善地簽立及交付任何及所有百惠證券為了獲得保證金融通條款的及據此獲授予權利和權力的全面利益而可能認為屬必要或可取的進一步指示和文件。

**7.5 Events of Default -Without limiting or reducing the effect of Clause 14 of the General terms and Conditions of Securities Client Agreement, each of the following is an Event of Default:**

違約事件-在不限制或削弱證券客戶協議中一般條款及條件第14條效力的前提下，下列每項事件均屬違約事件：

- (A) failure to pay to PATRONS the Loan or any other amount due and payable under the Margin Facility Terms in the currency and manner specified;**  
未能以指定的貨幣及方式向百惠證券支付貸款或在保證金融通條款下到期須付及應支付的任何其他金額；
- (B) failure to perform or observe any other obligations under the Margin Facility Terms which, in PATRONS's opinion, amounts to a material default on Client(s)'s part;**  
未能履行或遵守在保證金融通條款下的任何其他責任，而百惠證券認為此構成客戶本身的重大違約；
- (C) failure to satisfy a Margin Call to the satisfaction of PATRONS;**  
未能以令百惠證券滿意的方式履行補倉通知；
- (D) Client(s)'s death or legal incapacity of Client(s);**  
客戶逝世或客戶在法律上無行為能力；
- (E) Client(s) becomes bankrupt or a petition for bankruptcy, winding-up or similar relief is filed by or against Client(s);**  
客戶成為破產或者客戶提出或任何人士對客戶提出破產、清盤或類似濟助的呈請；
- (F) the application for or appointment of a liquidator, receiver, trustee or similar official over all or a material part of Client(s)'s assets;**  
就客戶全部資產或資產的重要部份申請委任或委任清盤人、接管人、受託人或其他類似人員；
- (G) an encumbrancer taking possession of, or a distress, execution, attachment or other process is levied or enforced against, the Margin Account, any monies owed by PATRONS to Client(s), any assets held by PATRONS on Client(s)'s behalf or any of Client(s)'s assets;**  
產權負擔人接管保證金帳戶、百惠證券欠下客戶的任何款項、百惠證券代客戶持有的任何資產或客戶的任何資產，或針對前述各項實施或強制執行扣押、執行令狀、扣押令或其他法律程序；

(H) Client(s) is unable to or admits to being unable to pay debts as they become due; and  
於債務到期須付時，客戶無能力或承認無能力清還債務；及

(I) any change of law which prohibits or renders illegal the provision, maintenance, or operation of the services under the Margin Account or the Margin Account .  
法律的任何更改禁止提供、維持或操作保證金帳戶服務或保證金帳戶，或使該等提供、維持或操作變成不合法。

An Event of Default under the Margin Facility Terms will constitute an “event of default” under Clause 14.2 of the General terms and Conditions of Securities Client Agreement.  
在保證金融通條款項下的違約事件將構成在證券客戶協議中一般條款及條件第14.2條項下的「違約事件」。

## 8. DSET-OFF AND LIEN 抵銷及留置權

8.1 Without limiting or reducing the effect of Clauses 11 and 11.2 of the General terms and Conditions of Securities Client Agreement, PATRONS is entitled to do the following without prior notice to Client(s):

在不限制或削弱證券客戶協議中一般條款及條件第11條及第11.2條效力的情況下，百惠證券有權作出下列各項而無須事先通知客戶：

(A) exercise a lien over all of Client(s)’s property (including Collateral) in the possession or control of PATRONS from time to time for any purpose. PATRONS has the power to apply such property or sell such property and apply the proceeds to satisfy any of Client(s)’s liabilities (such liabilities include any debts owed to PATRONS)  
就百惠證券不時為任何目的而管有或控制的所有客戶財產（包括抵押品）行使留置權。百惠證券有權運用該等財產或出售該等財產，並將所得款項用作清還客戶對百惠證券負有的任何負債（該等負債包括由客戶以主事人或擔保人身份所招致而欠下百惠證券的債項，不論該等債項是實際或是或然的、以主事人或附屬公司身份、單獨或共同欠下的）；

(B) debit any amount payable by Client(s) to PATRONS (including any fees, expenses, or interest) from the Margin Account and other accounts of Client(s) with PATRONS whether there are sufficient available funds, overdraft or other facilities in the relevant accounts and even if Client(s) has given Instruction for applying the funds in any account. If any debit causes any of the relevant accounts to be overdrawn, Client(s) is liable to repay the outstanding amount to PATRONS on demand together with fees, expenses, and interest accruing on the outstanding amount at such rate as set by PATRONS.

就客戶應向百惠證券繳付的任何金額（包括任何費用、開支或利息），從保證金帳戶及客戶設於百惠證券支帳，不論有關帳戶是否有充足可用資金、透支或其他融通，即使客戶已就運用任何帳戶的資金發出指示。如任何支帳導致有關帳戶被透支，客戶有法律責任應要求向百惠證券償還尚未清償金額連同就尚未清償金額累算的費用、開支及利息，以百惠證券所設定的利率計算；

(C) withhold, combine, or consolidate the balance on the Margin Account and other accounts of Client(s) with PATRONS and set off or transfer any monies standing to the credit of any account in or towards settlement of any amounts owing by Client(s) to PATRONS. The amounts owing by Client(s) (1) may be actual or contingent, present, future, or deferred, primary or collateral, (2) may be owing by Client(s) solely or jointly with any other person, (3) may include any amount payable by Client(s) in satisfaction of a Margin Call, and (4) may include fees, expenses, or interest;

扣起、組合或合併保證金帳戶及客戶設於百惠證券的結餘，並將記入任何帳戶貸項的任何款項進行抵銷或轉帳，用作或用以結清客戶欠下百惠證券的任何金額。客戶欠下的款項(1)可能為實際或是或有的、現有、將有或遞延的、基本性或擔保性的欠款，(2)可由客戶獨自或與任何其他人士共同欠下，(3)可包括為履行補倉通知客戶應支付的任何金額，及(4)可包括費用、開支或利息；

(D) refuse to repay Client(s) any monies in any currency standing to the credit of the Margin Account and other accounts of Client(s) with PATRONS when due or on demand by Client(s) and to the extent that such monies are equal to or less than the amount owing by Client(s) to PATRONS. If PATRONS exercise this right with respect to any monies, such monies will remain outstanding from PATRONS concerned on substantially the terms and conditions in force immediately before this right is exercised or on such other terms as considered appropriate by PATRONS; and

如記入保證金帳戶及客戶設於百惠證券之其他帳戶貸項的任何不論以任何貨幣為單位的款項等於或少於客戶欠下百惠證券的金額，當該等款項到期須付或被客戶要求清還時拒絕向客戶清還。如百惠證券就任何款項行使此權利，該等款項將大致上按緊接百惠證券行使此權利前有效的條款或百惠證券認為適當的其他條款而列為仍未獲百惠證券的款項；及

(E) where any such debit, withholding, combination, or consolidation requires the conversion of one currency into another currency, such conversion will be calculated at the rate to be prevailing in the relevant foreign exchange market at the relevant time as determined by PATRONS, and the rate determined by PATRONS will be conclusive and binding on Client(s).

如任何該等的支帳、扣起、組合或合併須將一種貨幣兌換成另一種貨幣，該兌換將按在百惠證券所決定的相關時間適用於相關外匯市場的匯率計算，而由百惠證券所決定的匯率將具決定性並對客戶具約束力。

## **9. LIMITATIONS OF LIABILITY AND INDEMNITY 法律責任的限制及彌償保證**

### **9.1 Limitation of PATRONS's liability**

法律責任的限制及彌償保證

(A) Providing the services under the Margin Account to Client(s) does not make PATRONS a trustee of Client(s) in respect of any of the Securities save and except those Securities

registered in the name of PATRONS's nominee and in the capacity of a bare trustee only. PATRONS has no other obligations in respect of Client(s)'s monies or assets other than those expressly specified in the Margin Facility Terms.

向客戶提供保證金帳戶服務並不會令百惠證券就任何證券成為客戶的受託人，除非該等證券以百惠證券代名人的名義登記，而在此情況下百惠證券亦僅為被動受託人。除在保證金融通條款中明確指定外，就客戶的款項或資產而言，百惠證券並無其他責任。

**(B)** PATRONS has no obligation to examine or verify the validity of the ownership of or title to any Securities. PATRONS is not responsible for any defect in ownership or title of any Securities purchased or held or to be purchased or held by PATRONS on Client(s)'s behalf. 百惠證券無責任審查或核實任何證券的擁有權或所有權的有效性。百惠證券無須負責百惠證券代客戶購買或持有或將會購買或持有的任何證券之擁有權或所有權的任何欠妥之處。

**(C)** PATRONS does not guarantee gains or profitability. PATRONS is not responsible for the management of or any loss or diminution in the value of any Securities purchased or held by PATRONS on Client(s)'s behalf. PATRONS is not liable for any taxes or duties payable on or in respect of the Margin Account or any of the Securities.

百惠證券並不就收益或盈利能力作出保證，百惠證券無須負責百惠證券代客戶購買或持有的任何證券之管理或其價值的任何損失或減少。對於就或有關保證金帳戶或任何證券而應繳付的任何稅項或關稅，百惠證券概不負上法律責任。

**(D)** PATRONS has no obligation to ascertain Client(s)'s nationality or whether any restriction applies to any Securities. This may include restriction on ownership, owner's nationality or foreign exchange control or requirements.

百惠證券無責任確定客戶的國籍或任何限制是否適用於任何證券。這可包括就擁有權、擁有人的國籍或外匯管制或要求而設的限制。

**(E)** Commentaries, financial information and data in relation to the services under the Margin Account may be provided to PATRONS by other persons or compiled by PATRONS based on materials provided by other persons. PATRONS does not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence, or completeness of any such commentaries, financial information or data, or whether it is fit for any purpose. Client(s) should not rely on such information as investment advice or for trading purpose. Client(s) is solely responsible for verifying such information before using it for any purpose. PATRONS is not liable (whether in tort, contract or any other manner) to Client(s) or any other person for using such commentaries, information or data for any purpose.

有關保證金帳戶服務的評論、財務資料及數據，可能由其他人士向百惠證券提供或百惠證券根據由其他人士所提供的材料編製而成。就任何該等評論、財務資料或數據的準確度、可靠度、充足程度、及時程度、次序或完整性，或其是否適合任何用途，百惠證券不作出陳述或保證。客戶不應依賴該等資料作為投資建議或用作進行買賣。客戶在使用該等資料作任何目的之前須自行負責核實該等資料。就客戶或任何其他人士使用該等評論、財務資料及數據作任何目的，百惠證券無須負上法律責任（不論就侵權法、合約法或任何其他方面的法律責任）。

(F) Client(s) is solely responsible for making his own independent investment decisions or obtaining advice from a licensed independent financial advisor. PATRONS does not make investment decisions on Client(s)'s behalf. Even if the Client may have informed PATRONS of his investment objectives, PATRONS does not owe the Client a duty to exercise judgment as to the merits or suitability of any transaction (save only to the extent required by the SFC). While any information or view given by PATRONS or its agents will be given in good faith, neither PATRONS nor any person giving the information or view are responsible for that information or view. Client(s) should assess the merits, risks and suitability of Securities based on information independently obtained by him or by or from his licensed independent financial advisor. Client(s) should decide whether to sell or purchase based on his own judgment (instead of relying solely on the explanation or information provided by PATRONS).

閣下須單獨負責為自身作出獨立投資決定或向持牌獨立財務顧問取得意見。百惠證券不會代客戶作出投資決定。即使客戶可能已通知百惠證券客戶的投資目標，百惠證券無職責就任何交易的可取之處或合適性為客戶作出判斷（除非證監會要求）。百惠證券或其代理人會本着真誠提供任何資料或觀點，但百惠證券或提供該等資料或觀點的任何人士均不會就該等資料或觀點負責。客戶應根據由其或由其持牌獨立財務顧問或向其持牌獨立財務顧問獨立取得的資料評估證券的可取之處、風險及合適性。客戶應基於其本身的判斷（而並非純粹依賴由百惠證券所提供的解釋或資料）決定是否進行出售或購買。

(G) Except as set out in Clause 9.1(h), PATRONS is not liable for loss, damage or expense of any kind which Client(s) or any other person may incur or suffer arising from or in connection with the following (or any of them):

就因或有關下列（或其中任何一項）情況而引致客戶或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，百惠證券無須負上法律責任（第9.1(h)條所載則屬例外）：

(i) access to the services under the Margin Account by Client(s) or any other person (whether authorised or unauthorised);

客戶或任何其他人士使用保證金帳戶服務（不論授權或未經授權）；

(ii) any interruption, suspension, delay, loss, mutilation or other failure in transmission of Instructions or other information caused by any reason;

傳送指示或其他資料過程中因任何原因出現任何干擾、暫停、延遲、損失、毀損或其他故障；

(iii) PATRONS's inability to act on an Instruction due to prevailing market conditions or fluctuation and the manner and timing of acting on such Instruction; and

於當時市場情況或波動及執行指示的方式及時間導致百惠證券未能執行指示；及

(iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the services under the Margin Account.

有關保證金帳戶服務的設備或安裝出現的任何機械故障、電力故障、失靈、故障、中斷或不足之情況。

(H) If it is proved in a case set out in Clause 9.1(g) that there was fraud, gross negligence or wilful default by (i) PATRONS, (ii) its agents or nominees, or (iii) its officers or employees or that of its agents or nominees, then PATRONS will be liable for any loss and damage Client(s) incurs or suffers that is directly and reasonably foreseeable arising directly and solely from such fraud, gross negligence or wilful default.

就第9.1(g)條所載的情況而言，如證實 (i) 百惠證券、(ii) 其代理人或代名人或 (iii) 其高級人員或僱員或其代理人或代名人的高級人員或僱員有欺詐行為、嚴重疏忽或故意失責，百惠證券會就客戶直接及純粹因該等欺詐行為、嚴重疏忽或故意失責而引致的直接及合理可預見的損失及損害負上法律責任。

(I) PATRONS is not liable for any loss, damage or expense of any kind incurred or suffered by Client(s) or any other person as a result of any interruption, delay or failure (whether total or partial) in providing the services under the Margin Account to Client(s) or performing its duties and obligations under the Margin Facility Terms to the extent that it is attributable to any reason or circumstance that is beyond PATRONS' s reasonable control or the reasonable control of its agents or nominees. These causes or circumstances may include but are not limited to the following (or any of them):

百惠證券向客戶提供保證金帳戶服務或就其履行在保證金融通條款下的職責及責任，出現任何干擾、延誤或失誤（不論屬全面或局部），如屬百惠證券或其代理人或代名人的合理控制以外的原因或情況造成，則百惠證券無須對客戶或任何其他人士因而招致或蒙受的任何種類的任何損失、損害或開支負上法律責任。此等原因或情況可包括但不限於下列各項（或其中任何一項）：

(i) the imposition or change of any applicable regulations or any procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house, market, regulatory or self-regulatory body; and

任何適用法規或任何政府、交易所、結算所、市場、監管機構或自律監管機構施行的任何買賣程序、限制或暫停的訂定或更改；及

(ii) the bankruptcy, liquidation, insolvency or failure of any government, exchange, clearing house, financial institution or any other person that is required to perform its obligations in relation to any transaction contemplated by the Margin Facility Terms.

任何政府、交易所、結算所、金融機構或須就根據保證金融通條款所擬定進行的任何交易履行其責任的任何其他人士破產、清盤、無力償債或未能履行責任。

## 9.2 Client(s)'s indemnity

客戶的彌償保證

(A) Except as set out in Clause 9.2(B), Client(s) will indemnify and reimburse (i) PATRONS, (ii) its agents and nominees, and (iii) its officers and employees and that of their agents or nominees for all actions, proceedings and claims which may be brought by or against PATRONS or them, and for all losses, damages and reasonable costs and expenses which PATRONS or they may incur or suffer as a result of or in connection with the following (or any of them):

就因或有關下列（或其中任何一種）情況而引致 (i) 百惠證券、(ii) 其代理人及代名人及 (iii) 其高級人員及僱員及其代理人或代名人的高級人員及僱員可能招致或蒙受的所有行動、法律程序及索償（不論由百惠證券或彼等提出，或對百惠證券或彼等提出），以及所有損失、損害及合理的成本及開支，客戶均須對百惠證券及彼等作出彌償及付還，但第9.2(B) 條所載則除外：

- (i) Client(s)'s use of the services under the Margin Account or PATRONS's provision of the services under the Margin Account to Client(s),  
客戶使用保證金帳戶服務，或百惠證券向客戶提供保證金帳戶服務；
- (ii) PATRONS's decision not to process any Instruction or its delay or failure to act on an Instruction in part or in full for any reason;  
百惠證券決定不處理任何指示，或其因任何原因延遲處理或未能執行部份或全部指示；
- (iii) any fluctuation in the price of the relevant Securities between the time PATRONS receives an Instruction and the time it acts on it;  
百惠證券在收到指示時及執行指示時之間出現有關證券的任何價格波動；
- (iv) any default by Client(s) in performing his obligations under the Margin Facility Terms or the applicable regulations; and  
客戶未有履行其在保證金融通條款或適用法規下的責任；及
- (v) the preservation or enforcement of PATRONS's rights or exercise of its powers under the Margin Facility Terms, including legal fees (on a full indemnity basis) and any claims by the Hong Kong Inland Revenue Department on PATRONS for tax in respect of any profits or gains attributable to Client(s).  
保留或強制執行百惠證券在保證金融通條款下百惠證券的權利或行使其在保證金融通條款下的權力（包括按全面彌償基準計算的法律費用），以及就客戶應佔的任何利潤或收益的稅項，香港稅務局對百惠證券的任何索償。

This indemnity shall continue after the termination of the services under the Margin Account, the Margin Account, or the Margin Facility Terms.  
在保證金帳戶服務、保證金帳戶或保證金融通條款被終止後，本彌償保證應繼續有效。

- (B) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 9.2(A) was caused by fraud, gross negligence or wilful default by (i) PATRONS, (ii) its agents or nominees, or (iii) its officers or employees or that of its agents or nominees, then Client(s) is not liable for any loss and damage under Clause 9.2(A) to the extent that those losses, damages and reasonable costs and expenses are directly and reasonably foreseeable arising directly and solely from such fraud, gross negligence or wilful default.  
如第9.2(A) 條所載的任何行動、法律程序、索償、損失、損害或款項，證實是因 (i) 百惠證券、(ii) 其代理人或代名人或 (iii) 其高級人員或僱員或其代理人或代名人的高級人員或僱員的欺詐行為、嚴重疏忽或故意失責所引致，則客戶無須在第9.2(A) 條下就任何損失及損害負上法律責任，但只限於直接及純粹因該等欺詐行為、嚴重疏忽或故意失責而引致的直接及合理可預見的該等損失、損害及合理成本和開支。

(C) PATRONS is entitled to withhold, retain or deduct such portion from the Securities or such amount from any of the accounts Client(s) maintains with it as it determines to be sufficient to cover any amount owing by Client(s) to it under this Clause 9.2.

百惠證券有權從客戶設於百惠證券的任何帳戶預扣、保留或扣減百惠證券決定為足以涵蓋客戶在本第9.2條下欠下百惠證券的任何金額的有關部份的證券或金額。

**Confirmation of obtaining client consent under Hong Kong Investor  
Identification Regime (HKIDR) and Over-the-counter Securities Transactions  
Reporting Regime (OTCR)  
香港投資者識別碼制度及場外證券交易匯報制度客戶同意書**

閣下明白並同意，百惠證券有限公司(「本公司」或「我們」)為了向閣下提供與在香港聯合交易所(聯交所)上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會(證監會)的規則和規定，本公司可收集、儲存、處理、使用、披露及轉移與閣下有相關的個人資料(包括閣下的客戶識別信息及券商客戶編碼)。在不限制以上的內容的前提下，當中包括—

You acknowledge and agree that PATRONS Securities Limited (“PATRONS”, “we” or “us”) may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for PATRONS to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料(包括客戶識別信息及券商客戶編碼)；

Disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;

- (b) 允許聯交所：(i)收集、儲存、處理及使用閣下的個人資料(包括客戶識別信息及券商客戶編碼)，以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構(包括但不限於證監會)披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及

Allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and

- (c) 允許證監會：(i)收集、儲存、處理及使用閣下的個人資料(包括客戶識別信息及券商客戶編碼)，以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

Allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

閣下亦同意，即使閣下其後宣稱撤回同意，本公司在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

閣下如未能向本公司提供個人資料或上述同意，可能意味著本公司不會或不能夠再(視情況而定)執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉(如有)除外。

Failure to provide PATRONS with your personal data or consent as described above may mean that PATRONS will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

◦ 備註：本條文所述的“券商客戶編碼”及“客戶識別信息”具有《證券及期貨事務監察委員會 持牌人或註冊人操守準則》第 5.6 段所界定的含義。詳情請參考“附件 - 《操守準則》新增的第 5.6 及 5.7 段”

◦ Note: The terms “BCAN” and “CID” used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission”. Details please refer to the attached “Annex – The new paragraphs 5.6 and 5.7 of the Code of Conduct”.