



# 兆安證券有限公司 Siu On Securities Limited

SFC CE Number ADC035  
證監會中央編號

A corporation licensed for Type 1 regulated activities under the Securities and Future Ordinance and an exchange participant of The Stock Exchange of Hong Kong Limited  
根據《證券及期貨條例》就第 1 類受規管活動獲發牌的持牌法團及香港聯合交易所有限公司交易所參與者  
32/F., Siu On Centre, 188 Lockhart Road, Wanchai, Hong Kong Tel: 2545 0332 Fax: 2854 0651  
香港灣仔駱克道一八八號兆安中心三十二樓

## SECURITIES CLIENT AGREEMENT

### 證券客戶協議

Effective September 15, 2016

2016 年 9 月 15 日生效

#### Section

部分：

1. Terms and Conditions for Securities Trading  
證券交易的條款及條件
2. Terms and Conditions for Internet Trading  
網上交易的條款及條件
3. Risk Disclosure Statement  
風險披露聲明
4. Personal Information Collection Statement  
個人資料收集聲明
5. Account Opening Form  
開戶表格
6. Margin Client Agreement  
孖展客戶協議

# SECURITIES CLIENT AGREEMENT

## 證券客戶協議

**THIS AGREEMENT** is made on the date stated in the Account Opening Form  
本協議於開戶表格所列之日期

### **BETWEEN:**

由以下雙方簽署：

1. Siu On Securities Limited, a company incorporated in Hong Kong with its principal place of business at 32/F, Siu On Centre, 188 Lockhart Road, Wanchai, Hong Kong (the "Company"); and  
兆安證券有限公司（「本公司」），為一間在香港註冊成立的公司，其主要營業地址為香港灣仔駱克道188號兆安中心32樓；及
2. The party whose name, address and details are set out in the Account Opening Form (the "Client").  
當事方（「客戶」），其名稱、地址和相關資料列於開戶表格中。

### **WHEREAS:**

鑒於：

1. The Company is a corporation licensed for Type 1 regulated activities under the Securities and Futures Ordinance with CE No. ADC035 and an exchange participant of The Stock Exchange of Hong Kong Limited.  
本公司為根據《證券及期貨條例》就第一類受規管活動獲發牌的持牌法團（CE 編號:ADC035）及聯交所交易所參與者。
2. The Client wishes to appoint the Company as his broker and dealer in the purchase and sale of Securities (hereinafter defined) from time to time and wishes to open and maintain one or more Account(s) (hereinafter defined) with the Company pursuant to which the Company shall purchase and sell Securities as agent on behalf of the Client.  
客戶有意委任本公司作為其經紀及交易商，以便不時進行證券（如下文所界定）買賣，並有意於本公司開立及維持一個或多個賬戶（如下文所界定），本公司將據此代表客戶進行證券買賣。
3. The Company agrees that it will open and maintain such Account(s) and act for the Client in the purchase and sale of Securities subject to the terms and conditions of this Agreement.  
本公司同意按照本協定的條款及條件的規定，開立及維持上述一個或多個賬戶，並代表客戶進行證券買賣。

**NOW IT IS HEREBY AGREED as follows: –**

茲雙方達成協定如下：—

## SECTION 1

### TERMS AND CONDITIONS FOR SECURITIES TRADING

#### 證券交易的條款及條件

#### 1. Definitions

##### 釋義

"Account" means any one or more securities trading accounts now or hereafter 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交易帳戶；

"Account Opening Form" means Section 5 of this Agreement;

「開戶表格」指本協議的第5部分；

**"Agreement"** means this agreement, including Section 1 Terms and Conditions for Securities Trading, Section 2 Terms and Conditions for Internet Trading, Section 3 Risk Disclosure Statement, Section 4 Personal Information Collection Statement, Section 5 Account Opening Form and the various sections attached hereto, as originally executed or as thereafter from time to time amended or supplemented;

「協議」指原先已簽署或隨後不時修訂或增補後的本協議文本，包括第 1 部分證券交易的條款及條件、第 2 部分網上交易的條款及條件、第 3 部分風險披露聲明、第 4 部分個人資料收集聲明、第 5 部分開戶表格及附屬於本協議的各部分；

**"Associate"** means, in relation to the Company, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere;

「聯營公司」指與本公司有關連的子公司或有關連公司之法人團體（不論在香港或其他地方）；

**"Authorized Person"** means the persons or any of them designated in or pursuant to this Agreement to issue Instructions on behalf of the Client in relation to the Accounts or Transactions and initially the persons named in the Account Opening Form;

「獲授權人士」指在本協議中指定或按照本協議規定而指定並獲客戶授權代表客戶發出與帳戶和交易有關的指示的人士（或其中任何一人），現時指開戶表格內所列之人士；

**"Business Day"** means any day on which the relevant Exchange opens for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange to be non-business days;

「營業日」指除星期六、星期日、公眾假日和交易所宣佈的非交易日之外，有關交易所進行交易的任何一日；

**"Clearing House"** means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange;

「結算所」針對聯交所而言，指「香港中央結算所」；針對其他外國證券交易所而言，指向該「外國證券交易所」提供類似「香港中央結算所」服務的結算所；

**"Client"** means the person or persons who has/have signed and/or specified as such in the Account Opening Form, and where the Account is opened by more than one person means all of such persons collectively and any legal or personal representative, executor, successor in title or permitted assign thereof, and shall include the Authorized Person where the context permits;

「客戶」指已簽署開戶表格及／或開戶表格內列明的人士，如證券帳戶是由一名以上人士開立，則指所有該等人士的統稱，以及其任何法定或遺產代理人、遺囑執行人、所有權繼承人或認許受讓人，並在文義准許的情況下，包括獲授權人士；

**"Collateral"** includes those monies and securities that come into the possession, custody or control of the Company or its Associates from time to time for any purpose including any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing or offering at any time by way of redemption bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities (collectively called "the Charged Securities") as a continuing security (the "Charge") for the payment and satisfaction on demand of all monies and liabilities (whether absolute or contingent) and performance of all obligations which are now or at any time come due or incurred from or by the Client to the Company or its Associates, or for which the Client may become liable to the Company or its Associates on any account or in any manner (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the 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 the Company or its Associates;

「抵押品」包括本公司或其聯營公司不時為任何目的而持有、託管或控制的款項及證券，包括任何額外或獲替代的證券及就該等證券或額外的或獲替代的證券的應累計或在任何時間透過贖回分紅、優先權、選擇權或其他形式所提供的所有已支付或需支付的股息或利益、權利、權益、款項或財產（統稱「抵押證券」）以作為持續擔保（「抵押」），以便客戶在接獲要求後償付客戶可能欠下本公司或其聯營公司的所有款項及債項（無論屬於絕對的還是或有的）及在現時或將來履行的義務，或客戶可能無論為何種原因或以何種

形式而欠下本公司或其聯營公司的債項（無論是單獨的還是與任何其他人士一起及無論以何種名稱、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，以及在本公司或其聯營公司紀錄中所載列的任何佣金、法律及其他費用、收費及開支。

**"Correspondent Agent"** means any third party, e.g. any agent, nominee, dealer, broker, counterparty, contractor, custodian, information service provider, provider of execution facilities and other financial data, services or products (including their respective delegates) who is engaged by the Company in providing its services;

「業務代理」指任何代表本公司提供本公司服務的第三方，例如：代理人、代名人、證券商、經紀、合作方、承包商、託管人、資訊服務提供者，及執行設施及其它財經資料、服務或產品提供者（包括其各自的委託人）；

**"Exchange"** means SEHK and any Foreign Stock Exchange;

「交易所」指聯交所及任何外國證券交易所；

**"Foreign Stock Exchange"** means a stock exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory, or any over the counter market;

「外國證券交易所」指得到香港以外的國家或地區的法律准許營辦的證券交易所，或任何場外市場；

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

「香港」指中華人民共和國香港特別行政區；

**"HKSCC"** means the Hong Kong Securities Clearing Corporation Limited;

「香港中央結算所」指香港中央結算有限公司；

**"Instructions"** means any instructions or orders communicated by the Client or its Authorized Persons to the Company in accordance with Clause 4;

「指示」指由客戶或其獲授權人士根據第 4 條規定向本公司發出的任何指示或買賣盤；

**"Securities"** means (1) stocks, shares, units and other equity securities, (2) bonds, notes and other debt securities, (3) spot and forward contracts, options, warrants, futures, contracts for differences, swaps, exchanges and derivatives (whether or not linked or related in any way to any of the foregoing or to any monies, index or other asset, property or item) and (4) other investments of any kind whatsoever, in each case whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of an issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, custody or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing;

「證券」指（1）股票、股份、單位信託中的單位和其他股本證券；（2）債券、票據和其他債務證券；（3）現貨合約和遠期合約、期權、認股權證、期貨、差價合約、掉期、外匯及衍生工具（不論其以何種方式與前述投資或與任何貨幣、指數或其他資產、物業資產或項目有聯繫或有關）；及（4）任何種類之其他投資。在任何一種情況下，不論該等投資為上市或非上市、有否在任何交易所或市場買賣、屬私人配售或公開發售，及是否由證書或其他文件（不記名、可轉讓或其他形式）構成、作為證明或代表，或記入一名發行人、結算所、存管處、代管人或其他人士之簿冊，連同就上述任何一項於任何發行人、結算所、存管處、代管人或其他人士之簿冊，連同就上述任何一項於任何發行人、結算所、存管處、代管人或其他人士權利，以及與上述任何一項有關之其他權利、權益及收益。

**"SEHK"** means The Stock Exchange of Hong Kong Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;

「聯交所」指香港聯合交易所有限公司，包括其繼承者、受讓人以及由於其重組、合併、並入而產生或保存的實體；

**"SFC"** means the Securities and Futures Commission of Hong Kong;

「證監會」指香港證券及期貨事務監察委員會。

**"Transactions"** means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities on any Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to this Agreement; and

「交易」指購買、認購、出售、交換或以其他方式處置任何及所有種類證券所涉及的交易，包括（但不限於）證券保管以及提供代名人或提供托管服務，以及依據本協議進行的其他交易；及

**"U.S. Person"** includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in Securities not registered under the United States Securities Act of 1933.

「美國人士」包括屬美國公民或居民的任何自然人；根據美國或其任何政治分部法例組成或註冊成立的法團、合夥商號或其他商業組織；由一位為美國人士的遺囑執行人或受託人管理的任何遺產或信託，或該遺產或信託的收入須繳納美國聯邦入息稅（不論其來源）；任何由交易商或受信人為美國人士持有的帳戶（任何遺產或信託除外）及任何根據任何海外司法管轄區法例組成或註冊成立並由美國人士組成的合夥。

#### 1.1 In this Agreement:—

在本協議之中：—

- (i) Words importing the singular shall include the plural and vice-versa;  
採用單數的文字均包括複數，反之亦然；
- (ii) Words importing any particular gender shall include any other gender(s);  
採用某單一性別反之亦適用；
- (iii) References to any statutes, ordinances, rules or regulations shall include such statutes, ordinances, rules or regulations as modified or re-enacted from time to time;  
所有述及的法例、條例、規則或規條的條款，將會包括該等條款不時修改或重訂後的條款；
- (iv) Terms and expressions not defined in this Agreement shall bear the meaning ascribed to them in the SFO, Trading Rules and Options Trading Rules of the SEHK unless otherwise defined in this Agreement; and  
沒有於本協議下作出定義之條款或用詞將與香港期交所規則、證券及期貨條例、香港聯交所之交易規則及期權交易規則所指的含義相同；及
- (v) References to Sections, Clauses and Sub-clauses shall mean Sections, Clauses, and Sub-clauses of this Agreement.  
所有述及部份、條款及附帶條款將指本協議之部份、條款及附帶條款。

#### 1.2 Unless otherwise stipulated, all sections of this Agreement shall apply and form an integral part of this Agreement together with other Sections herein.

除本協議內所指定外，本協議每部份按照其條款將適用於及構成一份完整的協議。

## 2. Authorization

### 授權

- 2.1 The Client (in the case of a corporation) authorizes the Authorized Persons to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Client notifies the Company in writing that such authorization has

been revoked or varied. The Client agrees and understands that the Company has the ultimate decision on the acceptance or denial of such authority with or without cause whatsoever.

客戶（此處指公司客戶）授權予獲授權人士在與本公司進行的所有交易事務中代表客戶，及代表客戶簽署與帳戶及其操作相關的所有協議和文件。所有這類文件和指示對客戶有絕對的、最終的約束力。客戶同意本公司有權依據獲授權人士的指示，直到客戶書面通知本公司撤銷或變更該授權為止。客戶亦同意和明白本公司擁有接受或撤銷該授權的最終決定權。

- 2.2 If the Client (in the case of an individual) wishes to appoint Authorized Persons, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company which is subject to the Company's approval. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Person until the Client notifies the Company in writing that such power of attorney has been revoked or varied. The Client agrees and understands that the Company has the ultimate decision on the acceptance or denial of such authority with or without cause whatsoever.

如果客戶（此處指個人客戶）要指定獲授權人士，則客戶在填寫完開戶表格之外，還要以本公司規定或可接受的格式向本公司提交正式簽署的授權書或類似的委任文件。客戶同意本公司有權依據獲授權人士的指示行動，直到客戶書面通知本公司撤銷或變更該授權為止。客戶亦同意和明白本公司擁有接受或撤銷該授權的最終決定權。

- 2.3 The Client retains full responsibility for all Transactions and the Company is only responsible for the execution and clearing of Transactions and has absolutely no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor, or other third party in connection with the Account or any Transaction(s) therein. Furthermore, the Company is not responsible for the profitability, tax, legal or accounting consequences arising from any Transactions.

客戶對所有交易負有完全的責任，本公司只對交易的執行和結算負責，本公司對於與帳戶或交易有關的介紹公司、投資顧問或其他第三方的任何操守、行動、陳述或聲明概不承擔義務和責任。本公司亦不會對任何交易的盈利、稅項、法律和會計的後果承擔責任。

### 3. Client Identification

#### 客戶身份

If the Client effects Transactions in Securities listed on the SEHK or in derivatives related thereto for the Account on behalf of its party or parties, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions as principal with its party or parties, in relation to all Transaction(s) where the Company has received an enquiry from the SEHK and/or the SFC (the "**Hong Kong regulators**") or any other exchange, governmental or regulatory authority in any jurisdiction (collectively the "**relevant regulators**") the following provisions shall apply:—

如果客戶為其顧客的帳戶進行聯交所上市證券或有關的衍生工具的交易，不論是否受顧客全權委託，以代理人身份抑或以委託人身份與客戶之顧客進對盤交易，客戶茲同意在本公司接受聯交所和／或證監會（「香港監管機構」）或任何其他司法管轄區的交易所、政府或監管機構（「有關的監管機構」）進行有關交易的調查時，須遵守下列條款：—

- 3.1 Subject as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the Client for whose Account such Transactions were effected and (so far as known to the Client) of the person with the ultimate beneficial interest in such Transactions. The Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the Client/ultimate beneficiary) who originated such Transactions.

受下面條款制約，客戶在收到本公司的要求後（該要求應包括香港監管機構有關的聯絡資料），應即時向香港監管機構提供與其帳戶進行交易的顧客以及（就客戶所知的）交易最終受益人的身份、地址、職業和詳細聯絡資料。客戶還應該將引發交易的第三方（如果該第三方與客戶／最終受益人

不同)的身份、地址、職業和詳細聯絡資料告知香港監管機構。

- 3.2 If the Client effected such Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect such Transactions.

如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須按本公司的要求（該要求應包括香港監管機構有關的聯絡資料）即時向香港監管機構提供有關該計劃、帳戶或信託的身份、地址和的詳細聯絡資料；及（如適用）提供有關該名代表該計劃、帳戶或信託向客戶下達交易指示的人士之身份、地址和詳細聯絡資料。

- 3.3 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion shall be overridden, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to such Transactions.

如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶在客戶全權代表該計劃、帳戶或信託進行投資權力已予撤銷時，須在盡快可行的情況下通知本公司。在客戶的全權代客投資權力已予撤銷情況下，客戶須按本公司的要求（該要求包括香港監管機構有關的聯絡資料）即時向香港監管機構提供有關該名／或多名曾向客戶下達有關交易指示的人士的身份、地址和詳細聯絡資料。

- 3.4 If the Client is acting as an intermediary for another party or parties, and the Client does not know the identity, address, occupation and contact details of such party or parties for whom the Transactions was effected, the Client confirms that:-

如果客戶知悉其顧客乃作為其本身顧客的中介人進行交易，但客戶並不知道有關交易所涉及其顧客的身份、地址、職業和詳細聯絡資料，則客戶應該確認以下各項：—

- (i) it has prior arrangements in place with such party or parties which entitled the Client to obtain the information set out in Clause 3.1 and 3.2 from such party or parties immediately upon request or procure that it be so obtained; and

客戶已經與其顧客作出安排，授權客戶可按要求立即向客戶之顧客取得第 3.1 和 3.2 條中列出的各項資料；或促使取得有關資料；及

- (ii) it shall, on request from the Company in relation to a Transaction, promptly request the information set out in Clause 3.1 and 3.2 from such party or parties on whose Instructions the Transactions were effected, and provide the information to the Hong Kong regulators as soon as it received from or procure that it be so provided by such party or parties.

客戶將按本公司就有關交易提出的要求，立即要求或促使向客戶下達交易指示的顧客提供第 3.1 和 3.2 條中列出的各項資料，並在收到客戶的顧客所提交的資料後即呈交予香港監管機構。

- 3.5 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from its customers, collective investment schemes, discretionary accounts or discretionary trusts for whose Account such Transactions may be effected to release information to the Hong Kong regulators of the identity and contact details of such party or parties, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in all such Transactions, and (if different from the party/parties/ultimate beneficiary) of the person(s) who originated the Transactions.

在必要時客戶確認已經得到進行交易的顧客、集體投資計劃、全權委託帳戶或全權委託信託的全部

同意或豁免，使客戶可以向香港監管機構提供以其帳戶進行交易的有關顧客、計劃、帳戶或信託的身份和詳細聯絡資料及交易最終受益人和引發交易人士（如果與其顧客／最終受益人不同）的身份和詳細聯絡資料。

- 3.6 In spite of the termination of this Agreement, the provisions of this Clause 3 shall remain in effect.  
即使本協議終止，本條款 3 中所列各規定依然有效。

#### 4. Instructions

##### 指示

- 4.1 All Instructions shall be given by the Client (or its Authorized Person) either in person or by telephone, or in writing, delivered by hand, by post or in such other form as from time to time accepted by the Company.

所有指示應由客戶（或其獲授權人士）當面或通過電話口頭發出，或以書面方式、親手方式、郵寄方式，或以本公司不時接受的其他方式發出。

- 4.2 The Client authorizes the Company to upon its Instructions (or its Authorized Person's) transfer funds to, from and between its Account(s) at the Company and its designated bank account.

客戶授權本公司，按照其（或其獲授權人士）以口頭或書面指示，將帳戶內的資金調入或轉出至客戶於本公司內的另一個帳戶或所指定之銀行帳戶。

- 4.3 The Client may give Instructions and the Company may accept Instructions to buy and sell Securities for delivery and payment on any Exchange where permitted.

客戶可發出指示，而本公司可接受指示在任何許可的交易所買賣證券作為交收或付款用。

- 4.4 Any Instructions given or purported to be given by any means to the Company by the Client or by any Authorized Person that are already acted on or relied upon by the Company shall be binding to the Client and irrevocable, whether or not such Instructions are in fact given or authorized by the Client at all times under any circumstances. Under no circumstance shall the Company have any responsibility to enquire or verify the identity or authority of the person giving instruction by any accepted means. The Client agrees to fully indemnify, hold harmless and defend the Company and its directors, officers, employees, Correspondent Agents and Associates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), whether or not involving a third party claim, arising out of or relating to such Instructions, in each case whether or not caused by negligence and whether or not the relevant claim has merit.

由（或聲稱由）客戶或其獲授權人士通過任何方法向本公司發出及本公司按其行事或已依賴的任何指示，在任何時候都不可撤回及對客戶具有約束力，不論該指示是否由客戶親自或由獲授權人士發出。在任何情況下，本公司都沒有義務查詢或核證以可接受的方法發出指示的人士之身份和權力。客戶同意向本公司及其董事、管理人員、員工、業務代理及其聯營公司全額賠償、為其辯護和使其免受由此指示直接或間接引起的所有索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本），不論是否涉及第三方索償。在各種情況下不論是否由疏忽引致以及相關的索償是否合理。

- 4.5 Once an Instruction has been made it may not be possible to cancel or change the Instruction.

一旦指示被發出，該指示可能無法撤回或更改。

- 4.6 The Company shall have the discretion, with or without assigning any reason, to refuse acting for the Client or its Authorized Person in any Instructions.

本公司可運用其酌情權及無須給予解釋的情況下，拒絕為客戶或其獲授權人士進行任何指示。

#### 5. Dealing Practices

##### 交易慣例

- 5.1 Any day order for purchase or sale of Securities placed by the Client that has not been executed



before the close of business of the relevant Exchange or such later time as the Client and the Company may agree shall be deemed to have been cancelled automatically.

客戶下達的證券買入和賣出指示如果在相關交易所交易日結束之前(或於客戶與本公司同意之較後時間)沒有成交，該指令將被視為已自動取消。

- 5.2 The Client authorizes the Company, at any time and at the Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Client's Instructions to purchase and/or sell Securities on the Client's behalf with similar instructions received from the Company's other clients. The Client agrees that in the event of there being insufficient Securities available to satisfy the purchase/sell orders so consolidated; the number of Securities actually purchased/sold shall be attributed to the relevant clients in the order of which those orders were received by the Company.

客戶授權本公司為獲得更好交易價格和／或減少指示的數量，可以在任何時候及據本公司的絕對酌情權，將客戶的買入和／或售出證券的指示與本公司收到其他客戶的相似指示合併和／或拆散地執行。客戶同意如果沒有足夠的證券去滿足合併後的買入或售出證券的指令，本公司將根據收到指示的順序把實際買入或售出證券的數量分配給有關的客戶。

- 5.3 Due to the trading practices of the Exchange or other markets in which Transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by Transactions executed by the Company based on Instructions given by the Client.

由於執行交易的交易所或其他市場的交易慣例，交易指示未必可以「最佳價」或「市場價」執行，客戶同意在任何情況下，本公司依照客戶發出的指示所進行的交易承擔責任。

- 5.4 Subject to applicable laws and regulations and market requirements, the Company may in its absolute discretion determine the priority in the execution of its clients' orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another client in relation to the execution of any order received by the Company.

依據適用的法例和規例及市場的要求，本公司可據其絕對酌情權，及考慮接收客戶指示的次序，決定執行客戶指示的優先權，及客戶不得對有關本公司執行任何收到的客戶指示的優先次序提出異議。

- 5.5 Unless the Company is already holding cash or Securities on the Client's behalf to settle the Transactions, the Client shall pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Company Securities which are fully paid with valid and good title and in deliverable form by such time as the Company has notified the Client in relation to all Transactions. Furthermore, the Client shall be responsible to the Company for any losses, claims, liabilities and expenses incurred from the Client's failure in settling any of the Transactions.

除非本公司已代表客戶持有現金或證券以進行交易的結算，客戶應按本公司通知客戶的時間內向本公司支付可使用的款項（包括以港幣以外的其他貨幣支付），或向本公司交付已繳清股款並擁有有效和完整的所有權及可交付形式的證券。客戶應對本公司由於客戶的交收失誤而導致的任何損失和費用承擔責任。

- 5.6 The Client shall immediately notify the Company after payment of funds to the Company by delivering to the Company written evidence of such payment. The Client acknowledges that payment of funds to the Company may not be accredited to the Client's Account or reflected in any statement of the Account until such notification is received by the Company and such funds are cleared and deposited to the Company's bank accounts.

客戶付款後應立即通知本公司並將該付款的書面憑證交付給本公司。客戶確認，只有本公司收到該通知後，該付款才會被記入客戶的帳戶內或反映在任何帳戶結單內。

- 5.7 The Account shall be in Hong Kong dollars or such other currencies as the Company may agree from time to time with the Client. In the event that the Client instructs the Company to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of

fluctuations in the exchange rate of the relevant currencies shall solely be accountable to the Client's Account. Any conversion from one currency into another required to be made for performing any Transaction settlement, action or step taken by the Company under this Agreement may be effected by the Company for the Client in such manner and at such time as it may in its absolute discretion. The Client authorizes the Company to debit the Client's Account for any expenses incurred in effecting such currency conversion. The Client acknowledges that the Company has the absolute discretion to decline any Instructions from the Client in relation to currency conversion at any given time.

帳戶應以港元或本公司和客戶雙方不時同意的其他貨幣開設。如客戶指示本公司以港元以外的其他貨幣進行任何交易，因相關貨幣的匯率波動而導致的任何收益或損失將由客戶獨自承擔。如因本公司履行本協議下的任何交易、行動，或步驟而需要進行由一種貨幣轉換為另一種貨幣時，本公司可按其絕對酌情權決定的方式及時間進行該轉換。客戶授權本公司從客戶的帳戶中支付貨幣轉換過程產生的任何費用。本公司保留在任何時候拒絕接受客戶關於貨幣轉換的任何指示的權利。

- 5.8 Telephone calls or other forms of communication between the Client and the Company may be recorded or otherwise electronically monitored without any warning messages and that the record may be used as final and conclusive evidence of the Instructions in case of any disputes between the Company and the Client.

與本公司之間的電話通訊或其他形式的通訊可能會被錄音，或以其他電子形式被監聽而不予任何警示，及如果雙方發生爭議時，這些錄音帶可用作為指示的最終證據。雖然這些錄音帶是本公司的財產，本公司可應客戶要求及由客戶支付所需費用後向客戶提供這些錄音帶的拷貝。

- 5.9 The Client authorizes the Company to instruct any Correspondent Agent as the Company may in its absolute discretion select to execute Transactions on behalf of the Company and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding to the Client.

客戶授權本公司指示本公司可有絕對酌情權選擇的業務代理執行交易；客戶確認該業務代理的業務條款及進行交易及結算的任何交易所與結算所的規則將適用於這類交易，並對客戶具有約束力。

- 5.10 If the Company engages the service of Correspondent Agents, the Company shall be entitled to accept and keep, for its own account, any commission or rebate which the Company may receive in respect of any business the Company supplies to such Correspondent Agents on behalf of the Client.

如果本公司僱用業務代理的服務，本公司有權（為其本身的帳戶）接受並保留本公司就代表客戶向業務代理提供任何業務而可能收到的任何佣金或回扣。

- 5.11 The Company shall act as the Client's agent in effecting Transactions pursuant to this Agreement unless the Company indicates in the contract note or contract details in the Combined Statement of Account for the relevant Transaction or otherwise that the Company is acting as principal.

照本協議，本公司將在交易中作為客戶的代理人，除非本公司在有關交易的成交單據中或以其他方式指出本公司以委託人身份行事。

## 6. Short Selling

### 沽空

- 6.1 Applicable laws and regulations may prohibit the Company from placing a sale order on the Client's behalf when the order relates to Securities which the Client does not own ("**Short Sell Order**"). The Client undertakes that:—

適用法律及規例將禁止本公司代表客戶發出出售客戶並不擁有的證券指令（「賣空指令」）。客戶承諾：—

- (i) prior to placing a Short Sell Order, it shall have entered into an effective securities borrowing arrangement or other form of cover acceptable to the Company which shall ensure that the Securities in question shall be delivered on the designated settlement date; and

在發出賣空指令前，其已訂立有效證券借貸安排或採取其他本公司可以接受的填補方式，保證相關證券於指定的結算日期交付；及

- (ii) prior to execution of such an order, it shall provide the Company such documentary assurance that any such order is fully covered as the Company shall specify.

在執行賣空指令前，其將向本公司提供按本公司要求涵蓋任何該等指令的文件保證。

- 6.2 The Company has the right to request delivery of a copy of documentary evidence relating to the relevant Securities borrowing transaction (e.g. the lender's confirmation) and has the absolute discretion to refuse executing such Short Sell Orders at any given time.

本公司有權要求其交付關於證券借貸安排的證明文件副本，如貸方確認書。本公司保留在任何時間撤銷或不接受該證券沽空指令的最終決定權。

## 7. Conflict of Interest

### 利益衝突

- 7.1 The Company, its directors, officers or employees and its Correspondent Agent may trade on its/their own account(s) or on the account of an Associate.

本公司及其董事、高級職員或僱員及其業務代理可以為其本身帳戶或聯營公司帳戶進行交易。

- 7.2 The Company is authorized to buy, sell, hold or deal in any Securities or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of an Associate or its other clients.

本公司有權(不論本公司是作自行買賣或代表聯營公司或其其他客戶)買入、賣出、持有或買賣任何證券，或採納與客戶指示對立的倉盤買賣。

- 7.3 The Company is authorized to match the Client's orders with those of other clients.

本公司有權將客戶指示與其他客戶的指示進行對盤。

- 7.4 The Company is authorized to effect transactions in Securities where the Company or its Associate holds a position in the Securities or is involved with those Securities as an underwriter, sponsor or otherwise.

本公司有權對本公司或其聯營公司有持倉或就該證券作為包銷商、保薦人或其他身份的證券進行交易。

- 7.5 In any of the situations referred to in this Clause, the Company shall not be obliged to account to the Client for any profits or benefits obtained.

在本條款中提及的任何情況下，本公司都不負有對客戶說明所得利潤或利益的義務。

## 8. Commissions, Charges and Interest

### 佣金，收費和利息

- 8.1 The Company is authorized to deduct (i) the Company's commissions and all applicable charges (ii) all applicable levies imposed by the Exchange or Clearing House, brokerage, stamp duty, bank charges, transfer fees, interest; and (iii) all nominee or custodial expenses immediately when due on all Transactions, (as notified to the Client from time to time) effected on behalf of the Client.

本公司獲授權扣除有關為客戶進行任何交易（按不時通知客戶）之(i)本公司佣金及所有相關費用；(ii)交易所或結算所徵收的相關徵費、佣金、印花稅、銀行費用、過戶費、到期的利息及(iii)所有代名人或托管人費用。

- 8.2 The Company shall be entitled to deposit all monies held in the Account and all monies received from the Account of the Client into one or more trust account(s) at one or more authorized financial institution(s) as defined in the Securities and Futures Ordinance or as otherwise permitted by the Securities and Futures Ordinance.

本公司有權將客戶帳戶內的所有資金和代表該客戶帳戶收到的資金存放於一間或多間《證券及期貨

條例》所界定之認可財務機構或《證券及期貨條例》另行准許的財務機構的一個或多個信託帳戶。

- 8.3 The Client shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company. Overdue interest shall be compounded monthly and shall itself bear interest.

客戶需按本公司不時通知客戶的利率和條款為帳戶所有的借方結餘（包括於任何時間欠付本公司的任何金額）支付利息。該利息將逐日累計，並且應在每個日曆月的最後一天或按本公司要求的任何日期支付。逾期未付利息將每月按複利計算及利息本身將產生新的利息。

- 8.4 The Company shall not be paying any interest on the credit balance in the Account whatsoever.  
本公司不會對客戶帳戶貸方結餘支付任何利息。

- 8.5 The Client shall pay any account services fee that the Company may charge for the maintenance of the Client's Account and authorizes the Company to debit the Client's Account for the same of which such fee shall vary from time to time.

客戶需向本公司支付為維持客戶帳戶而可能會徵收的帳戶服務費，及客戶授權本公司可從客戶的帳戶中扣除該項費用。

## 9. Funds for Settlement

### 結算資金

- 9.1 In respect of each Transaction, unless otherwise agreed or where the Company is already holding cash or Securities on the Client's behalf to settle the Transactions, the Client will, by such time as the Company has notified the Client in relation to the Transactions, pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Company Securities which are fully paid with valid and good title and in deliverable form.

就各項交易而言，除非另有協議或本公司已代客戶持有用作結算交易的現金或證券外，否則，當本公司已就有關交易通知客戶時，客戶將需支付本公司已結算資金（包括以港元以外的貨幣支付），或向本公司交付已獲悉數支付，具備有效的所有權，與及可予交付的形式之證券。

- 9.2 If the Client fails to do so, the Company will be entitled, in its absolute discretion:—  
如客戶未能如上述所指進行結算：—

- (i) in the case of a purchase or subscription Transaction, to sell the purchased or subscribed Securities; or

如屬買入或認購的交易，本公司將有權按其絕對酌情權出售客戶已買入或已認購的證券；或

- (ii) in the case of a sale Transaction, to borrow and/or purchase sold Securities in order to settle the Transaction,

如屬賣出的交易，本公司將有權按其絕對酌情權借入及／或買入已出售的證券以結算有關的交易；

or, in addition or as an alternative to (i) or (ii) above, to have recourse to its rights of combination and set-off as set out in Clause 15 in order to settle the Transactions.

或，除上述(i)或(ii)的情況外，本公司權按其絕對酌情權可額外或另行追索其於第 15 條中所述的組合及抵銷的權益，以結算有關交易。

- 9.3 The Client shall on demand put the Company in monies or funds or arrange for the Company and/or its Correspondent Agent to be put in monies or funds in time to enable it to discharge any liability incurred or to be incurred in connection with Transactions effected in relation to the Account and shall on demand reimburse the Company and/or its Correspondent Agent for all costs and expenses incurred by it in connection therewith and settle any debit balance on the Account.

客戶須按本公司要求及時向本公司提供金錢或資金，或安排使本公司／或其業務代理及時獲提供金

錢或資金，以解除就證券帳戶之交易而已經或將招致的任何負債，並須按本公司要求向本公司及／或其業務代理償付其就此而招致的所有費用及開支，以及清償證券帳戶下之結欠。

- 9.4 The Client shall not give or pass any monies, funds or share certificates to any person other than the Client or its Authorized Person (the "**Third Party**") for deposit with the Company or deposit such monies or funds into the Third Party's accounts. The Client shall pay monies or funds personally to the Company or deposit directly into the bank accounts designated by the Company, and the Client shall collect and deposit his share certificates with the Company in person.  
客戶不得將任何金錢、資金或股票給予或交付客戶或其獲授權人士以外的任何人士（「第三方」），以便存入本公司內，亦不得將該等金錢或資金存入於第三方的帳戶內。客戶須親自向本公司支付有關金錢或資金，或把有關金錢或資金直接存入本公司所指定的銀行帳戶內，且客戶須親身到本公司收取或存入有關股票。
- 9.5 The Company does not accept deposits of monies or funds by Third Party cheques. The Company may, at its absolute discretion, accept cleared funds transferred to its designated account by the Third Party on the Client's behalf as the Client's deposit of funds.  
本公司並不接受由第三方開出的支票作為金錢或資金的存入。唯本公司可按其絕對酌情權，接納由第三方將已結算資金過戶至其指定的帳戶，作為代客戶的存入款項。
- 9.6 The Client or the Third Party (as the case may be) shall immediately notify the Company after payment of funds to the Company by delivering to the Company the pay-in slips and/or other documentary evidence of such payment accepted by the Company from time to time (the "**Payment Evidence**") with the Client's name, Account number and signature thereon either by fax or in person within the business hours on the date of deposit for verification. The Client acknowledges and understands that payment of funds to the Company (whether by the Client or the Third Party) may not be credited to the Account or reflected in any account statement until such notification is received by the Company. The Client agrees that any interest payable to or receivable by the Client under these terms shall be calculated on this basis.  
客戶或第三方（視情況而定）向本公司存入資金後，須於存入資金當日的辦公時間內立即傳真存款單及／或其他本公司不時接納有關該存入資金的其他證明文件（其上注有客戶名稱、證券帳戶編號及簽署）（「付款證據」）予本公司或親身向本公司交付付款證據作為核證。客戶確認及明白向本公司（不論是由客戶或第三方）存入的資金，在本公司接獲有關通知前，可能不會被存入客戶的證券帳戶或從任何帳戶結算單中反映出來。客戶同意其根據本條款而應獲支付或應收取的任何利息，將按此基準計算。
- 9.7 The Client or the Third Party (as the case may be) is under a duty for the safekeeping of the Payment Evidence before delivering the same to the Company. The Company shall not be liable to the Client for any loss whatsoever arising out of or in connection with the Client's or the Third Party's (as the case may be) failure to deliver the Payment Evidence to the Company in time or at all, or the use of the Payment Evidence by any person other than the Client or the Third Party (whether with or without the instructions or consent of the Client).  
客戶或第三方（視情況而定）有責任在向本公司提供付款證據前，保管付款證據。本公司無須就因為客戶或第三方（視情況而定）未能及時或準時向本公司提供付款證據，或被客戶以外之任何人士或第三方以外之任何人士使用付款證據（不論有否獲得客戶的指示或同意）而招致或與此相關的任何損失而向客戶負責或承擔任何法律責任。
- 9.8 The Client shall retain the originals of Payment Evidence for at least one (1) month from the date of deposit. The Company will send a statement of account to the Client as soon as possible following the deposit for record and verification. If the Client does not receive the relevant statement of account after the deposit, the Client shall immediately inform the Company.  
客戶將保留付款證據的正本最少由存款當日起計一（1）個月。本公司將於存款後儘快向客戶寄發帳戶結單，以供記錄及核證。倘若客戶于存款後並無收到有關帳戶結單，則客戶須立即知會本公司。
- 9.9 The Client recognizes, understands and accepts the risks in transferring money or funds from its

bank account to the designated bank account of the Company through internet for trading Securities or settlement of the Transactions ("**Internet Depositing Money**"). The Client accepts the risks in full and agrees to bear all the risks and undertake all the responsibilities arising there from if the Client chooses to transfer the monies or funds by such means. Such risks, duties and responsibilities shall include but not limited to the following:—

本客戶確認，明白及接受透過互聯網經其銀行帳戶把有關的金錢或資金存入本公司的指定銀行帳戶內以作買入證券或就交易作出結算（「網上存款」）下之風險。如客戶選擇以此方法存入金錢或資金，即表示客戶完全接受當中之風險，同意承擔該風險與及因而產生之一切責任，包括但不限於以下該等風險及責任：—

- (i) The Client shall be solely responsible for ensuring that all the relevant procedures, steps, information, sub-account number, bill payment number, personal identification number, amount to be transferred and other relevant information for transferring the monies or funds to the Company had been checked and verified as true, accurate and correct prior to giving any instruction for Internet Depositing Money. Once the Client has sent out the instructions for Internet Depositing Money in whatsoever manner, such instructions may not be amended, revoked, rescinded or withdrawn without the Company' written consent and will be effectual and valid in favor of the Company, and shall be absolutely and conclusively binding on the Client. The Client acknowledges that the Company shall not be liable for any loss, costs, damages, fees and expenses arising out of or in relation to the Internet Depositing Money in any circumstances, notwithstanding any error or misunderstanding of the Client in giving such instructions;

客戶須于發出網上存款之有關指示前，自行確保所有有關的程式、步驟、資料、子帳戶號碼、繳付帳單號碼、個人悉別號碼、存入之金額及有關存入金錢或資金至本公司之資料已被詳細檢查及核實為真實、正確及無誤。當客戶以任何方式發出網上存款之有關指示後，該等指示均不可在並無本公司的書面同意下被修訂、撤銷、刪除或取消，並對本公司具有有效性及效力及對客戶構成絕對及不可推翻的約束力。客戶確認本公司不會於任何情況下因網上存款而產生或與之有關之損失、訟費、費用、開支而承擔任何責任，即使客戶于發出該等指示時有錯誤或誤會；

- (ii) The Company shall be entitled to treat the instructions given by the Client for Internet Depositing Money as fully authorized by and binding upon the Client and shall be entitled to act on or take steps in connection with or in reliance upon such instructions without inquiry or verification by the Company of the authority or identity of the person making or giving such instructions, the relevant circumstances at the material time when such instructions were given and notwithstanding any error, misunderstanding, fraud, forgery or lack of authority in relation thereto;

本公司有權將客戶就網上存款給予的指示，視為獲客戶全面授權，並對客戶具約束力的指示。本公司有權依據及根據該等指示行事，並無須查詢或核實作出或給予該等指示的人士的許可權或身份，亦無須理會給予該等指示之時的當時情況，即使當中有任何錯誤、誤導成分、不清楚、詐騙、偽造或欠缺權力依據等情況；

- (iii) The Client agrees and accepts that if the Company receives the instructions for Internet Depositing Money sent out by the Client after the Company' daily prescribed cut-off time, such instructions shall be treated as received by the Company in the next Business Day. The Company shall in its absolute discretion to determine the execution of such instructions. The Company shall not, in any circumstances, be liable (including liability for negligence) to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out (directly or indirectly) of or in connection with the aforesaid arrangement; and

客戶同意及接受，如本公司於其每日指定截數時間之後接獲有關之網上存款指示，該指示將會被視為於下一個營業日被本公司接獲，但本公司可按其絕對酌情權處理。本公司在任何情況下無須對客戶因上述之安排而引致（直接或間接）或就此而蒙受及／或招致的任何損失、損害賠償、開支或任何利潤損失，向客戶承擔法律責任（包括因疏忽招致的法律責任）；及

- (iv) The Client fully understands and agrees that there may be interruption, delay or lost of instructions in respect of the Internet Depositing Money caused by malfunction of communication network, system malfunction, interferences of program or software or other circumstances. The Client agrees to bear such risks in full and shall be solely responsible for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out (directly or indirectly) of or in connection with such Internet Depositing Money.

客戶完全明白及同意，有關網上存款發出的任何指示，會因通訊網路故障、系統故障、裝置或軟體受到干擾或其他情況而導致受干擾、延誤或未能傳達。客戶同意承擔一切因此而產生之風險及自行對客戶因網上存款而引致（直接或間接）或就此而蒙受及／或招致的任何損失、損害賠償、開支或任何利潤損失承擔法律責任。

- 9.10 All the deposits of monies or funds shall have been cleared and actually received by the Company before such monies or funds can be used or applied for the Account.

證券帳戶內的金錢或資金存款在可供使用或應用前，均須已予結算及由本公司實際收取。

- 9.11 The Company may elect to set-off any amount receivable from, and amount payable to, the Client where such amounts arise from the purchase and sale of Securities by the Client on a cash-against-delivery basis. The Client authorizes the Company to set-off such amounts against each other and to dispose of Securities held for the Client for the purpose of settling any of the amounts payable by the Client to the Company.

本公司可選擇將應從客戶收取的款項與應向客戶支付的款項互相抵銷，但該等款項須是因客戶以銀貨兩訖形式買賣證券而產生的。客戶在此授權本公司將該等款項互相抵銷及為清償客戶應支付予本公司的款項而處置為客戶持有的證券。

- 9.12 In the event that the Client fails to comply with any part of Clause 9, the Client is wholly responsible for all liabilities and obligations whatsoever in connection with the deposit and agrees to fully indemnify, hold harmless and defend the Company and its directors, officers, employees, Correspondent Agents and Associates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), whether or not involving a third party claim, arising out of or relating to therewith, in each case whether or not caused by negligence and whether or not the relevant claim has merit.

倘若客戶未能遵守第 9 條的任何部份，客戶需全面承擔所有與存款有關的債務責任，並同意向本公司及其董事、管理人員、員工、業務代理及其聯營公司全額賠償、為其辯護和使其免受由此而直接或間接引起的所有索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本），不論是否涉及第三方索償。在各種情況下不論是否由疏忽引致以及相關的索償是否合理。

## 10. Payment for Transaction Money

### 繳付交易金錢

- 10.1 The Client shall provide Securities to the Company for delivery against sales or provide cleared funds to the Company for the payment of Securities purchased, by the due settlement date or payment date and at such place as the Company has notified the Client. The settlement date shall be the date on which the Company received the Securities for the relevant Transaction, and the payment date shall be the date on which the Company received cleared funds in the currency for the relevant Transaction. Any failure by the Client to provide such Securities or cleared funds to the Company by the due settlement date or payment date shall entitle The Company and/or its Correspondent Agent, without further notice or demand, to forthwith:-

客戶須于到期交收日或付款日前，在本公司已通知客戶的地點，向本公司提供出售的證券以作交收，或向本公司提供已清算資金，為已購買的證券付款。交收日為本公司就相關交易而收到證券的日子，付款日為本公司就相關交易而收到已清算資金（以有關交易所需的貨幣）的日子。倘若客戶未能于交收日或付款日前向本公司提供證券或已清算資金，本公司及／或其業務代理無須再作通知或要求

而有權即時：—

- (i) borrow and/or buy the Securities required for the delivery at a price as the Company and/or its Correspondent Agent shall in its absolute discretion determine, charge any Client's Account maintained with the Company for the cost thereof, deliver the Securities to satisfy the Client's obligation, and credit any Client's Account with the payment received for delivery; or

以本公司及／或業務代理按其絕對酌情權厘定的價格借取及／或買入所需證券以作交收用、從本公司的任何客戶帳戶收取有關的費用、交付證券以履行客戶的義務，並將交付收得的款項存入任何客戶帳戶；或

- (ii) accept delivery of the Securities, charge any Client's Account maintained with the Company for the payment to satisfy the Client's obligation, transfer and/or sell the Securities at a price as the Company shall in its absolute discretion determine, and credit any Client's Account for the proceeds thereof.

接受證券交付、從本公司的任何客戶帳戶收取有關款項以履行客戶的義務，以本公司按其絕對酌情權厘定的價格轉讓及／或出售證券，並將就此所得的所得款項存入客戶帳戶。

or, in addition or as an alternative to (i) or (ii) above, to have recourse to its rights of combination and set-off as set out in Clause 15 in order to settle the Transactions.

或，除了上文(i)或(ii)或作為了代替上文(i)或(ii)，使用第 15 條所載的合併權及抵銷權，以交收交易。

- 10.2 The Client shall be liable for any deficit resulting from losses and any cost or expense (including legal costs) incurred by the Company and/or its Correspondent Agent, on a full indemnity basis, related to the purchase and sale of Securities pursuant to Clause 10.1.

客戶須在十足彌償的基礎上，承擔本公司及／或其業務代理因按照第 10.1 條規定買賣證券而招致的損失及任何費用或開支（包括法律費用）所產生的任何虧損額。

- 10.3 The Client irrevocably authorizes the Company transfer, debit or deduct any money in the Account and/or the Account so as to pay, discharge, satisfy the Client's indebtedness, obligations and liabilities to the Company arising from, incurred under and relating to the Agreement, including but not limited to the outstanding purchase monies, fees, charges, expenses, commissions and interests payable by the Client under and pursuant to the Agreement.

客戶不可撤回地授權本公司轉讓、扣除或扣減證券帳戶及／或帳戶中的任何金錢，以向本公司支付、解除及清償因為本協定而產生、根據本協定而招致及與本協定相關的客戶的負債、債項及債務，包括但不限於客戶根據本協定而應付而未償還買入價錢、費用、收費、開支、備金及利息。

## 11. Safekeeping and Disposal of Securities

### 證券的保管和處置

- 11.1 The Client appoints the Company to act as custodian for the Client to provide custody of Client's Securities. The Client agrees not to pledge, charge, sell, grant an option or otherwise deal in any Securities or money forming part of any Account without the prior written consent of the Company.

客戶委任本公司為客戶的託管人，為客戶提供證券託管服務。客戶同意在沒有得到本公司書面同意前，不會對構成任何帳戶部份的任何證券和資金進行按揭、抵押、出售、發行認股權或以其他方式進行買賣。

- 11.2 Any Securities held in Hong Kong by the Company for safekeeping on behalf of the Client may, at the Company's discretion:—

對於本公司在香港代客戶保管而持有的任何證券，本公司可按其酌情權決定進行以下處置：—

- (i) (in the case of registrable Securities) be registered in the name of the Client or in the name of the Company's nominee; or

（對於可註冊證券）以客戶的名義或本公司代名人的名義登記；或



- (ii) deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Securities and Futures Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing in securities in Hong Kong.

以安全保管方式存放於在《證券及期貨條例》所界定之認可財務機構、核准保管人或另一獲證監會發牌進行證券交易的中介人在香港開立的獨立帳戶，而該帳戶是指定為信託帳戶或客戶帳戶的獨立帳戶。

11.3 Where Securities are held by the Company for safekeeping pursuant to this Clause, the Company shall itself, or shall procure any nominee or custodian appointed by it to:

若本公司按本條款為安全保管而持有證券，本公司或促使本公司委任的代名人或託管人可以：

- (i) collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Client as agreed with the Client. Where the Securities form part of a larger holding of identical Securities held for the Company's Clients, the Client is entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Client the cash dividend in the absence of contrary prior written instruction from the Client; and

為客戶帳戶收取該證券帶來的任何股息或其他收益，並存入客戶帳戶或按照與客戶議定的方式支付予客戶。當該證券為代本公司的客戶持有的同一大量證券的一部份時，客戶有權根據該證券在本公司持有的全部此種證券中所佔的份額，在持股產生的收益中得到相應的份額。當股息以現金股息或其他形式派發時，如客戶沒有事先書面提出不同的指示，本公司有權代表客戶選擇及接受現金股息；及

- (ii) comply with any instructions received, in sufficient time to enable the Company to make the necessary arrangements, from the Client as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any instructions received from the Client unless and until the Company receives all amounts necessary to fund such exercise.

在有足夠的時間作出相應安排的前提下，本公司可按客戶的指示，行使該等證券附有或授與的投票權和其他權利。如果該行使需要支付有關該行使的任何費用及支出，除非及直至本公司收到有關行使所需的全部費用，否則本公司或其代名人將無需遵從客戶的任何指示。

11.4 The Company and its nominee are not bound to deliver to the Client the identical Securities received from or for the Client but may deliver to the Client, at the office of the Company at which the Account is kept, Securities of same quantity, type and description to those received from the Client.

本公司及其代名人向客戶交還的證券不必與從客戶處收取或代表客戶收到的證券完全同一，而可以在客戶開戶的本公司辦事處向客戶交還類同數量、種類和名稱的證券。

11.5 Securities held by the Company for safekeeping pursuant to this Clause are held by the Company at the sole risk of the Client and the Company shall not be responsible for or liable to any loss or damage suffered by the Client in connection thereof unless such loss or damage has been caused by a direct consequence of a gross act of negligence or fraud on the part of the Company.

本公司根據本條款為客戶保管的證券之風險將由客戶完全承擔，及本公司將不會對客戶所遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由本公司的疏忽或本公司方面的欺詐行為直接導致的。

11.6 To the extent that any such Securities do not constitute as the "**Collateral**" defined in any Margin Client Agreement entered into between the Company and the Client, the Client authorizes the Company to dispose such Securities for the purpose of settling any liabilities owed by the Client (or the beneficial owner(s) of such Securities) to the Company from (i) dealing in Securities or (ii) financial accommodation provided by the Company to the Client, which remains after the

Company has disposed of all other assets designated as Collateral for securing the settlement of such liabilities.

倘若任何該等證券都不構成任何客戶與本公司簽訂載於孖展客戶協議中所指的「抵押品」，客戶授權本公司處置該等證券以清償客戶（或該等證券的權益所有者）因(i)證券交易或因獲(ii)本公司財務通融而欠本公司之債務；而該債務是本公司處置所有指定為擔保清償債務的抵押品的所有其他資產後而仍然結欠的。

## 12. Events of Default

### 違約事件

12.1 Any one of the following events shall constitute an event of default (hereinafter referred as "**Event of Default**"):-

下列任何一事件均構成違約事件（「違約事件」）：—

- (i) the Client's failure to pay any deposits or any other sums payable to the Company or its Associates or submit to the Company any documents or deliver any Securities to the Company hereunder, when called upon to do so or on due date;  
客戶無法按照本公司要求支付或逾期未能向本公司或其聯營公司支付任何存款或應付款項、或未能向本公司提交任何文件或交付任何證券；
- (ii) the default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;  
客戶未履行本協議的任何條款，及未遵守任何附例、規則和相關交易所和／或結算所的規則和規例；
- (iii) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;  
客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程式已開始；
- (iv) the death of the Client (being an individual) or the Client is judicially declared insane or incompetent;  
客戶身故（指個人客戶）或客戶被法庭裁定為精神失常或無勝任能力；
- (v) the levy or enforcement of any attachment, execution or other process against the Client;  
針對客戶的任何扣押、執行死刑或其他法律過程；
- (vi) any representations or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading;  
客戶在本協議或任何文件中向本公司作出的任何陳述或保證不正確或誤導；
- (vii) any consent, authorization or board resolution required by the Client (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  
客戶（指有限公司客戶或合夥公司客戶）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回或暫時中止或終止或不再全面有效；及
- (viii) the occurrence of any event which, in the sole opinion of the Company, may jeopardize any of its rights under this Agreement.  
本公司認為發生了可能危及本公司在本協議所擁有權利的任何事件。

12.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to:-

如果發生違約事件，在無損本公司的其他權利或本公司向客戶獲得補償的權利，及無需進一步通知客戶的情況下，本公司有權採取以下行動：—

- (i) immediately close the Account;  
立即結束帳戶；
- (ii) terminate all or any part of this Agreement;  
終止本協議的全部或任何部分；
- (iii) cancel any or all outstanding orders or any other commitments made on behalf of the Client;  
取消任何或所有未完成的買賣盤和代表客戶所作的任何其他承諾；
- (iv) close any or all contracts between the Company and the Client, cover any short position(s) of the Client through the purchase of Securities on the relevant Exchange(s) and liquidate any long position(s) of the Client through the sale of Securities on the relevant Exchange(s);  
將本公司和客戶之間的任何或所有合約平倉，或在相關交易所購買證券以填補客戶的任何空倉，或在相關交易所賣出證券以結清客戶的任何長倉；
- (v) dispose any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) in the Account of the Client to settle all outstanding balances owing to the Company or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company from transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;  
處置代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還欠本公司及其聯營公司的未清餘額，包括本公司轉讓或賣出客戶帳戶內所有或任何證券或財產，或完整其所有權時所招致的所有成本、費用、法律費用及其他開支，包括印花稅、佣金及經紀佣金；
- (vi) borrow or buy any Securities required for delivery in respect of any sale effected for the Client; and  
就代客戶進行的任何出售，借入或購買交收所需的任何證券；及
- (vii) combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 15.  
根據第 15 條，合併、整合和抵銷客戶的任何或所有帳戶。

All amounts due or owing by the Client to the Company under this Agreement shall become immediately due and payable if an Event of Default occurs.

如果違約事件發生，根據本協議客戶欠本公司的所有到期或欠下的款項將立即到期付款並須立刻繳交。

### 12.3 In the event of any sale pursuant to this Clause:—

若根據本條款出售任何證券：—

- (i) the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has used reasonable endeavors to sell or dispose the Securities or any part thereof at the then available market price;  
如果本公司已經作出了適當努力並以當時的市場價格賣出或處置證券或其中任何部分，本公司將不承擔因此導致的任何損失；
- (ii) the Company shall be entitled to keep for itself or sell or dispose the Securities or any part thereof at the then available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and shall NOT be accountable for any profit made by the Company and/or any of the Associates; and  
本公司有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有證券或其中任何部分。本公司不會以任何方式承擔因此而導致的損失，並且沒有義務說明本公司和／或其任何聯營公司由此而獲得的任何利潤；及

- (iii) the Client agrees to pay to the Company any deficiency if the net proceeds of such sale shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

如果賣出證券獲得的淨收益不足以彌補客戶欠本公司的款項，客戶同意向本公司支付其不足部分。

### 13. Termination

#### 協議的終止

- 13.1 Either party may terminate this Agreement at any time by giving the other party notice in writing in no less than 3 Business Days prior to such termination. The Company shall also have the right to terminate this Agreement with immediate effect upon the occurrence of any one or more of the following events:-

簽署本協議的任何一方只要在不少於 3 個營業日前向另一方提出書面通知，都可以於任何時候終止本協議。如果發生下列的一種或多種情況，本公司也可以立即終止本協議：—

- (i) the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Client's authorization to the Company as contained in Clause 2 regarding; or  
客戶給予本公司包含於第 2 條內的授權被撤回或有效期屆滿(或當客戶被要求就該項授權續期時)沒有加以續期；或

- (ii) the withdrawal of the Client's appointment of the Company as the Client's custodian in Clause 11. Termination under this Clause shall not affect any Transactions entered into by the Company pursuant to this Agreement before the termination.

客戶撤回按第 11 條所作出的委任，不再委任本公司作為客戶的託管人。按本條款規定終止協議時，不會影響本公司根據本協議在終止前已進行的任何交易。

- 13.2 Upon termination of this Agreement under this Clause, all amounts due or owing by the Client to the Company under this Agreement shall become immediately due and payable. The Company shall cease to have any obligations to purchase or sell Securities on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.

當本協議依據本條款終止時，客戶在本協議下所有到期或欠下的款項將立即到期付款並須立刻繳交。儘管客戶有任何相反的指示，本公司將終止根據本協議各項條款的規定代表客戶買賣證券的任何責任。

- 13.3 Upon termination of this Agreement, the Company may sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities to satisfy all indebtedness of the Client to the Company and Clause 12.3 shall apply to any such sale.

當本協議終止時，本公司可以賣出、變賣、贖回、套現或採取其他方法處置客戶的所有或部分證券，以償還客戶所欠本公司之所有債務，及第 12.3 條的規定將適用於該等出售活動。

- 13.4 Any net cash proceeds received by the Company pursuant to a sale, realization, redemption, liquidation or other disposal under this Clause shall be credited to the Account and the net credit balance on the Account (if any) shall be returned to the Client, after first deducting or providing for all monies and sums due or owing and other liabilities accrued or accruing due to the Company and outstanding (whether actual or contingent, present or future or otherwise). All Securities not realized or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Client at the Client's sole risk and expense.

本公司根據本條款的規定從賣出、變賣、贖回、套現或採取其他方法處置所獲得的任何現金淨額將貸記入客戶帳戶；在首先扣除或準備所有金額和到期或所欠下的款項，及客戶未清償本公司的其他已經產生或將要產生的債務（無論是實際的或有的，現時的或將來的）之後，所有帳戶的淨結存（如果有的話）將退還給客戶。所有未變賣和未處置的證券及本公司擁有任何有關的業權文件都將在客戶自行承擔風險和自行支付相關費用的條件下交付給客戶。

- 13.5 If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this Clause, the Client shall immediately pay to the Company an amount equal to such debit balance together with the Company's cost of funding such amount as notified to the Client by the Company up to the date of actual receipt of full payment by the Company (after as well as before any judgment).

根據本條款應用現金收入和扣除任何款項後，如果帳戶仍出現結欠，客戶應當立即向本公司支付相等於該帳戶結欠金額，連同本公司通知客戶該金額直至實際收到全部支付款項之日（在任何法律裁決之前或之後）的有關資金成本的款項。

- 13.6 The Company may perform such currency conversions as are necessary for the purposes of this Clause in each case at the spot rate of exchange (as determined by the Company in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by the Company in its absolute discretion) on the relevant date.

為履行本條款的規定，本公司可以在有關日期以（由本公司據其絕對酌情權決定的）相關外匯交易市場當時（由本公司據其絕對酌情權決定）的即期匯率進行必要的貨幣轉換。

## 14. Liability and Indemnity

### 責任和賠償

- 14.1 The Company shall use all reasonable endeavors to comply with and carry out Instruction(s) given by the Client and accepted by the Company concerning the Account or Transaction(s) but neither the Company nor any of its directors, officers, employees, Correspondent Agents and Associates (save where it has been established that they or any of them have acted fraudulently or in willful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), whether or not involving a third party claim, suffered by the Client as a result of:—

本公司將盡力遵從和執行由客戶發出並被本公司接受的關於帳戶和交易的指示；但是，本公司或其董事、管理人員、員工、業務代理及其聯營公司（除非已經證實他們或他們其中一人有欺詐行為和故意違約行為）均不對客戶由於以下原因導致的任何索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本），不論是否涉及第三方索償，承擔任何責任（不論基於合約、民事過失或其他責任）：—

- (i) any inability, failure or delay on the part of the Company to comply with or carry out any such Instruction(s) or any ambiguity or defect in any such Instruction(s); or

本公司欠缺能力、不能或延遲遵守或執行任何指示或該指示含糊或有不完善之處；或

- (ii) the Company in good faith acting or relying on any Instruction(s) given by the Client, whether or not such Instruction(s) were given based on any recommendation, advice or opinion given by the Company, its directors, officers, employees, Correspondent Agents or Associates; or

本公司忠誠地按照或信賴客戶的指示行事，無論該指示是否在本公司、其董事、管理人員、員工、業務代理或其聯營公司給予提議、建議或意見後發出；或

- (iii) the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Agent or other person to perform its obligations; or

本公司因任何不受其控制的原因導致其不能履行本協議下的責任，包括任何政府或監管機構的限制、任何交易所（或其個別部門）的關閉或裁決、暫停交易、傳遞或通訊或電腦設備出現故障或失靈、郵政或其他罷工或其他類似的工業行動、任何交易所、結算所、業務代理或其他人士不能履行其責任；或

- (iv) any Exchange, Clearing House, Correspondent Agent or other person ceasing for any reason to recognize the existence or validity of Transactions entered into by the Company on behalf of the Client, or failing to perform or close out any such contracts provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or  
任何交易所、結算所、業務代理或其他人士因任何原因停止承認任何交易的存在或有效性，或不能履行或撤銷任何上述交易之合約，但任何上述情況的發生不能影響客戶在此合約下對該等合約或從其產生的責任和義務；或
- (v) the misunderstanding or misinterpretation of any Instructions given or placed verbally or electronically, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and services.  
任何以口頭或電子通訊方式發出的指示被錯誤理解、錯誤詮釋，或電子訊息傳遞出現擠塞情況或任何其他原因導致傳遞上出現延誤或錯誤，或本公司用作接收及處理透過電訊裝置傳遞指示的電話或電訊系統或裝置及所有其他有關設備、設施及服務出現任何機械故障、暫停或停止持續運作或有效。

14.2 The Client agrees to fully indemnify, hold harmless and defend the Company and its directors, officers, employees, Correspondent Agents and Associates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), and any costs reasonably incurred by the Company in collecting any debts due to the Company or any unpaid deficiency in the Account, in enforcing the rights of the Company hereunder or in connection with the closure of the Account, and any penalty charged as a result of any Transaction to the Company by any Exchange and/or Clearing House, whether or not involving a third party claim, arising out of or relating to (i) any Transactions, (ii) any action or omission by the Company in accordance with the terms of this Agreement or (iii) any breach or violation by the Client of any of its obligations under this Agreement, applicable laws or regulations, in each case whether or not caused by the negligence and whether or not the relevant Claim has merit. This obligation will survive the termination of this Agreement.

客戶同意向本公司及其董事、管理人員、員工、業務代理及其聯營公司全額賠償、為其辯護和使其免受由(i)交易、(ii)本公司根據本協議採取或未有採取的行動、或(iii)客戶違反或侵犯本協議規定的任何義務、適用的證券法例或規例直接或間接引起的所有索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本）和本公司在收取客戶所欠債務和帳戶結欠過程中招致的費用、本公司在行使本協議下的權利或與終止帳戶有關的合理費用，及因交易導致任何交易所和/或結算所向本公司徵收的罰款，不論是否涉及第三方索償。在各種情況下不論是否由疏忽引致以及相關的索償是否合理。即使終止本協議，客戶在此的責任將仍然有效。

## 15. Set-Off, Lien and Combination of Accounts

### 帳戶的抵銷，留置和合併

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

在不影響一般留置權的情況下及除一般留置權、抵銷權或本公司在法律上及依據本協議擁有的其他同類權利外，本公司持有客戶的所有證券、應收款項、現金和客戶（由客戶個人或與他人共同持有）的其他財產在任何時候均受制於本公司擁有的一般留置權，以此作為賠償和清償客戶因交易或其他

緣故引致而欠本公司及其聯營公司的債務的連續擔保。

- 15.2 In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or this Agreement, the Company for itself and as an agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all Accounts of the Client, of any whatsoever and either individually or jointly with others, with the Company or any of its Associates and the Company may set off or transfer any monies, Securities or other property in any such Accounts to satisfy obligations or liabilities of the Client to the Company or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, and whether or not such obligations and liabilities arise from the purchase and sale of securities by the Client on a cash-against-delivery basis.

在不影響一般留置權的情況下及除一般留置權或本公司在法律上及依據本協議擁有的其他同類權利外，本公司本身和作為任何聯營公司的代理人在任何時候都擁有在不預先告知的情況下將客戶的任何或所有帳戶與本公司或聯營公司的帳戶合併和整合的權利，不論帳戶是客戶個人擁有或與他人共同擁有的。本公司可以抵銷或轉讓該等帳戶中的現金、證券或其他資產以清償客戶欠本公司或其任何聯營公司的責任或債務，不論該等責任或債務是實際或有的、基本或附帶的、有擔保或無擔保的，個人承擔或共同承擔的，也不論該等責任或債務是否以銀貨兩訖形式從客戶的證券買賣中產生。

- 15.3 Without limiting or modifying the general provisions of this Agreement, the Company may, without notice, transfer any assets between any Accounts and any other Accounts of its Associates in accordance with applicable laws, rules and regulations.

在不限制或修改本協議一般條款的情況下，本公司可根據適用法例、規則及規例不作通知而在任何帳戶及其聯營公司的任何其他帳戶之間轉移任何資產。

## 16. Joint and Several Liability/Successors

### 共同和個別債務／繼承人

- 16.1 Where the Client comprises of two or more individuals:—

當客戶由兩個及以上的人士組成時：—

- (i) each such individual shall be jointly and severally liable for all obligations under this Agreement;  
每個人都個別並與他人共同承擔本協議中規定的義務；
- (ii) the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and the Company is not responsible for determining the purposes or propriety of an Instruction the Company receives from any such individual or for the disposition of payments or deliveries among such individual. The Company reserves the right to require written Instructions from all such individuals at its discretion;  
本公司可以接受客戶中任一個人發出的指示，並向發出指示的個人發出收據，而無須通知客戶中的其他人士。本公司沒有責任確定客戶任何個人所發出的指示之目的或是否適當，及客戶個人與其他人士間的付款分配或交付是否得宜。本公司保留要求客戶書面提交指示的權利；
- (iii) any delivery of payments or Securities to any one of such individuals shall be a valid and complete discharge of the Company's obligations to each individual regardless of whether such delivery are made before or after the death of any one of more of such individuals;  
本公司與客戶個人間的任何付款和證券交付將是有效的並完全免除本公司對每個個人承擔的責任，無論該交付是在客戶中任何一個或多個個人死亡之前或之後進行的；
- (iv) any notices and communications sent to one such individual shall be deemed notice to all individuals holding the Account;

發給客戶中任何一個個人的任何通知都被視為等同於發給持有該帳戶的所有個人；

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

客戶任何一個個人死亡（客戶其他個人仍有生存者時）將不會導致本協議終止。倘若已故者的遺產可被本公司強制處理以清償其生前的任何債務，已故者在帳戶的權益將歸屬於生存者。客戶中的生存者在得知發生個人死亡事件時，應立即以書面通知本公司。

- 16.2 This Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be.

在客戶死亡的情況下，本協議對客戶的後嗣、遺囑執行人、遺產管理人、個人代表、繼承人和受讓人均具有約束力。

## 17. Transaction Notices and Reports

### 交易的通知和結單

- 17.1 The Company shall report to the Client execution of Transaction(s) (i) promptly by telephone calls or facsimile or other means as agreed and/or (ii) by sending to the Client a copy of the Daily Combined Statement of Account with Transaction details within two Business Days of the execution of the Transaction(s). With the exception that the Account has no Transactions nor any revenue or expense item during any particular month and the Account has no outstanding balance or holding of position or Securities, the Company shall send to the Client a Monthly Combined Statement of Account showing a Transaction summary for the month in accordance with the relevant law, regulations and rules.

本公司將通過以下方式向客戶報告交易執行的情況，(i)根據協議迅速以電話、傳真或其他方式報告和/或(ii) 在執行交易之後兩個營業日內向客戶寄送書面交易確認書和帳戶證券綜合結單。本公司將根據有關法例、規例及規則向客戶寄送當月交易狀況摘要的證券綜合月結單，除非該月沒有進行任何交易，或沒有任何收入或開支，及帳戶沒有結餘或沒有持倉或持有證券。

- 17.2 The Client shall have a duty to examine the Transaction details in the trade confirmation (if any), Daily Combined Statement of Account and the Monthly Combined Statement of Account carefully and to notify the Company in writing of any alleged error or irregularity therein within 3 Business Days or such other period of time as may be specified by the Company generally or in any particular case, after the date of dispatch of such statement. The Client further agrees that the Company is not liable for any loss or damages (include change of condition) resulting from any delay in reporting an error to the Company. Otherwise, in the absence of a manifest error, the trade confirmation (if any), the Daily Combined Statement of Account and the Monthly Combined Statement of Account shall be conclusive and the Client shall be deemed to have waived any such error and the Company shall be released from all claims by the Client in connection with the statement(s) or any action taken or not taken by the Company regarding the Account. In the case that there is an overpayment of monies or Securities to the Account, the Client agrees to notify the Company as soon as it is aware of the overpayment and agrees not to remove and return such monies or Securities to the Company.

客戶有義務仔細審核交易確認（如有）、帳戶證券綜合結單和月結單，並在該確認或結單發出後 3 個營業日或本公司指定的時間內，以書面方式向本公司報告其中的錯誤或不符。客戶同意本公司不承擔由於遲誤向本公司報告錯誤而導致的損害和受市場波動影響的責任。另外，在沒有明顯錯誤的情況下，交易確認（如有）、帳戶證券綜合結單和月結單將是結論性的，客戶將被視為已放棄質詢任何錯誤的權利，本公司亦無須對客戶就結單或任何有關帳戶採取或未有採取的行動的索償負責。如帳戶出現多付款項或證券的情況，客戶同意一旦發現將盡快地通知本公司，並同意不取走及全數退回本公司多付的款項或證券。



## 18. New Listing of Securities

### 新上市證券

- 18.1 In the event that the Client requests and authorizes the Company to apply for Securities in a new listing and/or issue of Securities on the Exchange as its agent and for its benefit or for the benefit of any other person, the Client warrants that the Company shall have the authority to make such application(s) on behalf of the Client.

如果客戶要求並授權本公司作為其代理人及為客戶或其他任何人士的利益申請於交易所新上市和／或新發行的證券，為了本公司的利益，客戶保證本公司有權代表客戶作出該等申請。

- 18.2 The Client shall familiarize itself 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 the Client agrees to be bound by such terms and conditions in any such Transaction(s) the Client may have with the Company.

客戶應熟悉並遵從任何招股說明書和／或發行文件、申請表格或其他有關文件內所載之管轄新上市和／或發行證券及其申請之全部條款和條件，客戶同意在與本公司進行的任何交易中受該等條款和條件約束。

- 18.3 The Client gives the Company all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).

客戶茲向本公司作出新上市和／或發行證券申請人（不論是向有關證券的發行人、保薦人、包銷商或配售代理人、交易所或任何其他相關監管機構或人士）需要作出的所有聲明、保證和承諾。

- 18.4 The Client further declares, warrants, and authorizes the Company to disclose and warrant to the Exchange on any application form (or otherwise) and/or to any other person as appropriate, that any such application made by the Company as its agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person whose benefit the Client is applying for. In addition, the Client acknowledges and accepts that the aforesaid declaration and warranty shall be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person in respect of any application made by the Company as the Client's agent.

客戶茲進一步聲明和保證，並授權本公司通過任何申請表格（或以其他方式）向交易所和任何其他適合人士披露和保證，為受益予客戶或客戶在申請中載明的受益人士，本公司作為客戶代理人作出的任何申請是客戶或本公司代表客戶作出唯一的申請。客戶確認並接受，就本公司作為客戶代理人作出的任何申請而言，本公司和有關證券的發行人、保薦人、包銷商或配售代理人、交易所或任何其他相關監管機構或人士會依賴上述聲明和保證。

- 18.5 The Client acknowledges 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 the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

客戶確認，倘若未上市公司除證券買賣外未有從事其他業務，而客戶對該公司具法定控制權力，則該公司作出的申請應被視為為客戶的利益而作出的。

- 18.6 The Client recognizes and understands that the legal and regulatory requirements and market practice in respect of applications for Securities may vary from time to time. The Client undertakes to provide to the Company such information and shall take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal and regulatory requirements as well as market practice as the Company may, in the Company's absolute discretion, determine from time to time.

客戶承認並明白，證券申請的法律和監管規定及市場慣例不時會改變，而任何一種新上市或新發行證券的規定亦會改變。客戶承諾，按本公司不時絕對酌情權決定的法律和監管規定及市場慣例的要

求，向本公司提供資料並採取額外的步驟和作出額外的聲明、保證和承諾。

18.7 In relation to a bulk application to be made by the Company or its Correspondent Agent on the Company's own account and/or on the account of an Associate and/or on behalf of the Client and/or the Company's other clients, the Client acknowledges and agrees:-

本公司或其業務代理為本公司本身和／或聯營公司帳戶和／或客戶和或為本公司之其他客戶作出的大額申請，客戶確認並同意：—

- (i) that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither the Company nor the Company's Correspondent Agent shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection;

該大額申請可能會因與客戶及客戶申請無關的理由而被拒絕，而在沒有欺詐、疏忽和故意違約的情況下，本公司和其業務代理無須就該拒絕對客戶或任何其他人士負上責任；

- (ii) to indemnify the Company in accordance with Clause 14 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise due to other factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors; and

倘若該大額申請因聲明和保證被違反或任何與客戶有關的理由而被拒絕，客戶將按第 14 條向本公司作出賠償。客戶確認，客戶亦會對其他受上述違反或其他理由影響的人士的損失負上責任；及

- (iii) notwithstanding Clause 5.4 in the event that the bulk application is only partially filled, the Client agrees that the Company is entitled to distribute the Securities allotted in its absolute discretion, including distributing the Securities equally between all clients under the bulk application and the Client shall not have any claim to the Securities or claim of priority to another client in relation to such application.

儘管有第 5.4 條的規定，倘若大額申請只獲部分發售，客戶同意本公司可按其絕對酌情權決定分配所購得證券的方式，包括在所有參加大額申請的客戶間平均分配證券。客戶不得對有關申請分配證券的數額或優先次序提出異議。

18.8 In the event that the Company agrees to grant credit facilities to the Client at the Client's request for the Client's application (the "**Application**") for new listing and/or issue of Securities on the Exchange for the benefit of the Client or any other person, the terms and conditions set out in the Margin Client Agreement entered into between the Company and the Client including but not limited to Clause 2 (Margin Facility), Clause 3 (Charge), Clause 4 (Power of Attorney) and Clause 5 (Disposal of Collateral) shall apply to such credit facilities and the Securities allocated, purchased or transferred pursuant to the Application (the "**New Securities**"), provided that in the application of such terms and conditions:

倘若本公司同意應客戶的要求，就客戶為其本身或任何其他人士申請在交易所新上市及／或發行證券（「申請事項」）而向客戶批授信貸融資，客戶同意客戶與本公司簽訂之孖展客戶協議所載的條款及條件包括但不限於第 2 條（孖展融資）、第 3 條（抵押）、第 4 條（授權書）及第 5 條（抵押品的處置）將適用於該等信貸融資，以及根據申請事項而配發、購買或轉讓的證券（「新證券」），於應用該等條款及條件時：

- (i) the definition of "Collateral" under Clause 1.3 of the Margin Client Agreement shall be replaced by the following definition:

孖展客戶協議之第 1.3 條關於「抵押品」的定義，將由下文所取代：

"**Collateral**" means all New Securities and all monies in relation to the Application which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, including (without limitation) those monies and Securities that shall come into the possession, custody or

control of the Company or its Associates from time to time in relation to the Application (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」是指現在或將來任何時候存放於、轉移或令致其轉移往本公司或其聯營公司或代名人，或由本公司或其聯營公司或代名人持有涉及申請事項的所有新證券及所有款項，包括（但不限於）本公司或其聯營公司不時就申請事項而持有、托管或控制的款項及證券（包括任何額外或替代證券，以及就任何有關證券或額外或替代證券的累計或在任何時間透過贖回、紅股、優先股、認購權或其他形式所提供的所有已支付或需支付的股息或利息、權利、權益、款項或財產）。

**18.9 In relation to any Over-the-Counter (OTC) Transactions, including without limitation trading of any New Securities before their listing on the Exchange, entered or to be entered into by the Client, the Client acknowledges and agrees that:—**

客戶就其已進行或將予進行的任何場外(OTC)交易(包括但不限於任何新證券在交易所上市前的交易)確認及同意：—

(i) subject to Clause 5.10 above, the Company is acting as agent for the Client and does not guarantee the settlement of such OTC Transactions;

在上述第 5.10 條的規限下，本公司擔任客戶的代理，並不保證此等場外交易之結算；

(ii) the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchange;

客戶的指示可能只有部份執行或全部未能執行。倘有關證券其後無法在交易所上市，已執行的交易將會被取消及成為無效；

(iii) in the event that the Client fails to deliver Securities that have been sold, the Company is entitled to purchase the relevant Securities required for delivery on the open market at the prevailing market price in respect of such sale effected for the Client in order to complete the settlement of the relevant Transaction. The Client shall bear all losses arising from or in connection to such Transaction(s);

如沽出證券的客戶無法交付此等證券，本公司有權為客戶就此項已進行的銷售在市場及／或購入相關的證券（以當時市價），以完成相關交易的結算。客戶須承擔此項交易引致或招致的一切虧損；

(iv) in the event that (1) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant Securities pursuant to Clause 18.9(iii), the Client shall not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;

倘若(1) 客戶向賣方購入證券，而該賣方無法交付相關證券及(2) 未能購入相關證券或本公司行使絕對酌情權決定根據第 18.9(iii)條規定不購入相關證券，客戶無權以配對價格取得相關證券，並且只有權收取買入相關證券所付的款項；

(v) in the event that the Client in buying any Securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all Securities or collateral held in its Account and use the sale proceeds, after deducting all relevant settlement costs, to cover the remaining balance required for such settlement amount. However, if the Client is the seller under such Transaction and such Transaction cannot be settled, the Client will only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and

倘若購買任何證券的客戶無法存入所需的結算款項，本公司有權出售其賬戶內任何及所有證券或抵押品，以及使用經扣除結算交易所有費用後的出售所得款項。然而，如客戶於該宗交

易內屬於賣方，而該宗交易未能結算，則客戶只可獲得相關證券，而並非相關證券的出售所得款項；及

- (vi) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.

在不影響上文所載的原則下，客戶須自行承擔虧損或開支，並就其及／或其交易對手無法結算所招致的任何虧損及開支向本公司負責。

## 19. Representations and Warranties

### 聲明和保證

The Client warrants, undertakes and represents that:—

客戶保證、承諾和聲明：—

- 19.1 The information relating to the Client provided pursuant to this Agreement is true, accurate and complete and the Company is entitled to rely on such information until the Company has received notice in writing from the Client of any changes therein. The Client shall notify the Company immediately in writing of any material changes in such information.

客戶根據本協議提供的資料是真實、準確和完整的，及本公司有權依賴該等資料行事直至本公司收到有關資料更改的書面通知為止。如該等資料有重要變更，客戶將立即以書面通知本公司。

- 19.2 The Client has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Client.

客戶具有權力和法律行為能力簽署本協議及履行本協議下的責任，及本協議對客戶構成有效及具有法律約束力的責任。

- 19.3 The Client is lawfully authorized to trade in any foreign securities, including shares listed in Mainland China (if applicable).

客戶獲得合法授權買賣任何外國證券，包括中華人民共和國上市股票（如適用）。

- 19.4 The Client shall advise the Company whether it is or has become a U.S. Person or Canadian Resident or it has acquired or held Securities beneficially owned by or for a U.S. Person or Canadian Resident or whether the Client is in violation of any applicable law.

如客戶是或成為美國人或加拿大居民、為美國人或加拿大居民購買或持有證券、或違反任何適用法律，客戶承諾會立即通知本公司。

- 19.5 Where the Client is an intermediary as defined by the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (“AMLO”), the Client undertakes the following:

如客戶是在《打擊洗錢及恐怖分子資金籌集（金融機構）條例》（打擊洗錢條例）所界定的中介人，客戶承諾會：

- (i) maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of customers and their transactions;

確保內部政策、程序及措施符合打擊洗錢及恐怖分子資金籌集的法律、規則及指引，包括客戶及其交易進行持續監察；

- (ii) performance of the client due diligence measures specified in section 2 of schedule 2 of AMLO; and

依打擊洗錢條例附表 2 的第 2 條，對客戶進行盡職審查；及

- (iii) provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.

因應海外或本地監管機構或本公司的要求，沒有延誤地提供在客戶執行盡職審查措施過程中取得的任何文件或紀錄的複本。

## 20. Risk Disclosure

### 風險披露

The Company refers the Client to Section 3 Risk Disclosure Statement of this Agreement.

本公司要求客戶參閱本協議的第 3 部分風險披露聲明。

## 21. Confidentiality

### 保密

21.1 The Company shall upon the request of relevant regulators disclose the name, beneficial identity and such other information concerning the Client as they may request or require. The Client shall also undertake to disclose such other information concerning itself as may be required by the Company immediately upon request to comply with applicable laws, rules, regulations, and/or the requirements of relevant regulators and the Client shall irrevocably authorize the Company to make any such disclosure.

本公司將為帳戶有關的資料保密，但為遵照交易所和證監會或任何其他監管機構（包括海外監管機構）的規定或要求資料時，本公司可以在無需徵求客戶同意或無需通知客戶的情況下，將該等資料提供予該等機構及本公司的任何分行或聯營公司。

21.2 In regards to Client who is an individual, the Company shall comply with the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Section 4 Personal Information Collection Statement of this Agreement and the Client acknowledges that it fully understands and accepts all the provisions listed therein.

對於個人客戶，本公司將遵守監管個人資料之使用的香港《個人資料（隱私）條例》。本公司有關個人資料使用的政策和應用載於本協議的第 4 部分個人資料收集聲明。客戶確認已完全明白及接受載於在其中的條款。

## 22. Notices and Communications

### 通知及通信

22.1 All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) which may be personally delivered or transmitted by post, facsimile or electronic mail, if to the Client, at the address, facsimile number or electronic mail address given in the Account Opening Form or at such other address, facsimile number or electronic mail address as shall be designated by the Client in a written notice to the Company; and if to the Company, at its address at such office of the Company as the Company may from time to time select and notify to the Client.

所有通知、報告、結單、確認書和其他通訊將以書面或電子形式（如適用）提交，並可由專人送遞、以郵遞、傳真或電子郵件的方式傳達，如送致客戶，應送致客戶在開戶表格中所載的位址、傳真號碼或電子郵件地址，或客戶以書面通知本公司之其他指定地址、傳真號碼或電子郵件地址；如送致本公司，應送致本公司不時選擇及通知客戶的辦事處地址。

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

所有通知、報告、結單、確認書和其他通訊，如：

(i) at the time of delivery or transmission, if delivered personally, by facsimile or by electronic mail; or

以專人送遞或以傳真或電子郵件傳遞，則在送遞或傳遞之時被視作妥善送達；或

(ii) 2 Business days after the date of posting, if sent by local mail; or

如以郵遞發送致本地地址，則在投寄後兩個營業日被視作妥善送達；或

(iii) 5 Business days after the date of posting, if sent by overseas mail.

如以郵遞發送致海外地址，則在投寄後五個營業日被視作妥善送達。

## 23. Amendments

### 修訂

The Company may amend the terms of this Agreement by giving the Client reasonable notice of the changes in writing at any time. Any amendment to this Agreement shall take effect on expiry of such notice period and the Client shall be deemed to have accepted the amendment if it does not terminate the Account by the time such amendment becomes effective.

本公司可於任何時候通過向客戶發出合理的書面通知來修訂本協議的條款。本協議的任何修訂將於該通知的到期日生效，及如客戶沒有結束帳戶，則客戶將被視為已接受本協議條款的修訂。

## 24. Assignment

### 轉讓

The Company may transfer its rights and obligations under this Agreement to an Associate without prior consent from the Client. The rights and obligations of the Client under this Agreement may not be assigned without the Company's prior written consent.

本公司可以將本協議下的權利和義務轉讓給聯營公司，而無需事先徵求客戶同意。如果沒有獲得本公司的事先書面同意，客戶在本協議下的權利和義務是不得轉讓的。

## 25. Governing Law

### 適用法律

This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and may be enforced in accordance with the laws of Hong Kong.

本協議及其所有權利、義務和責任受香港法律約束及須依照香港法律解釋，並可依照香港法律執行。

## 26. General

### 一般事項

26.1 If we, the Company, solicit the sale of or recommend any financial product to you, the Client, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如我們本公司向閣下客戶招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。

26.2 Any advice or information provided by the Company, its directors, officers, employees or Correspondent Agents, whether or not solicited, shall not constitute an offer to enter into a Transaction, or an investment recommendation. The Client shall make its own judgments on whether to enter into such Transaction(s) independently and without the reliance on the Company or its related parties.

由本公司、本公司的董事、高級職員、僱員或業務代理提供的任何意見或資料（不論是否被要求的）都不應構成進行交易的要約或投資的建議。客戶應獨立地並且不依賴本公司，作出其本身的交易判斷。

26.3 All Transactions shall be effected in accordance with all laws, rules and regulatory directions, by-laws, customs and usage as amended from time to time of the Exchange and the Clearing House applying to the Company and will be binding to the Client.

全部交易將依據所有法律及交易所和結算所不時修訂並適用於本公司的規則和監管指令、附例、慣例和慣用法進行，並對客戶具有約束力。

- 26.4 Each of the terms in this Agreement is severable and distinct from the others. If any term in this Agreement is inconsistent with any present or future law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue and remain in full force and effect. 本協議的每項條款都是各別的和獨立於其他條款。如本協議的任何條款與現行或未來的法律或交易所、結算所及其他對本協議具有管轄權的機構的規則或規例有衝突，該條款將自動被視為予以撤銷或因應有關的法律、規則或規例的要求而予以修改。本協議在所有其他方面均繼續及保持完全有效。
- 26.5 Time is of the essence in the performance of all of the Client's obligations under this Agreement. 時間對於客戶履行與本協議有關的責任，是非常重要的因素。
- 26.6 A failure or delay in exercising any right, power or privilege in respect of this Agreement by the Company shall not be presumed to operate as a waiver and a single or partial exercise of any right, power or privilege shall not be presumed to preclude any subsequent or future exercise of that right, power or privilege. 本公司未能或遲延行使本協議有關的任何權利、權力或特權，不能被假定為自動放棄該權利，及本公司行使任何個別或部分的權利、權力或特權時，不能被假定為排除隨後或將來行使該權利、權力或特權。
- 26.7 In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the English version shall prevail. 倘若本協議之中文版本與英文版本的釋義或含義有任何差異時，以英文版本為準。

**SECTION 2**  
**TERMS AND CONDITIONS FOR INTERNET TRADING**  
**網上交易的條款及條件**

**1. Definitions**

**釋義**

- 1.1 Terms defined in this Section have the same meanings as in Terms and Conditions for Securities Trading unless stated otherwise.

本部分中的術語之含義與證券交易的條款及條件所界定者相同，另有特別聲明者除外。

- 1.2 The following expressions, unless the context requires otherwise, have the following meanings:  
下列用語，除文意另有所指外，將作如下解釋：

**"Client Code"** means the Client's identification, used in conjunction with the Password, to gain access to the Electronic Services;

「客戶號碼」是指識別客戶身份的名稱，須配合密碼一起使用以接達有關電子服務；

**"Electronic Services"** means the services which enable the Client to give Instructions and to obtain quotations and other information via electronic devices;

「電子服務」是指使客戶能夠透過電子設備發出電子指示並獲取報價和其他資訊的服務；

**"Information"** means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities and the securities markets; and

「資訊」是指任何交易或市場的資料、買入及賣出價、新聞報導、第三者分析員的報告，研究和其他資訊；及

**"Password"** means the Client's password, used in conjunction with the Client Code, to gain access to the Electronic Services.

「密碼」是指客戶的登入密碼，須配合客戶號碼一起使用以接達有關電子服務。

- 1.3 References to **"Instructions"** in Terms and Conditions for Securities Trading are deemed to include Instructions given by means of the Electronic Services.

證券交易的條款及條件中提及的「指示」將被視為包括通過電子服務發出的指示。

- 1.4 **"Transaction Notices and Reports"** and **"Notices and Communications"** referred to in Clause 17 and 22 in Terms and Conditions for Securities Trading respectively may be sent solely by means of Electronic Services if the Client so consents and such consent can be given initially as indicated in the Account Opening Form or subsequently by notice in writing to the Company. Notices and communication delivered by Electronic Services shall be deemed to have been duly delivered at the time of transmission.

如客戶同意，分別在證券交易的條款及條件第 17 和 22 條中提及的「交易通知及結單」和「通知及通訊」可以只由電子服務發出。此同意可以最初在開戶表格中標明，或隨後透過書面通知寄回本公司。由電子服務發送的通知和通訊將被視為已經在傳送時妥善發出。

**2. Using Electronic Services**

**電子服務的使用**

- 2.1 On the issuance by the Company to the Client of its Client Code and Password, the Electronic Services shall be activated and the Company shall notify the Client.

當本公司向客戶發出客戶號碼和密碼時，電子服務將被啟動，同時本公司將向客戶發出相應通知。

- 2.2 The Company is entitled to require the Client to place cash and/or Securities deposit prior to execution of any Instructions as shall be informed by the Company from time to time.



本公司有權要求客戶按本公司不時的通知，在執行其任何指示前存入現金和／或證券。

### 2.3 The Client agrees:—

客戶同意：—

- (i) that it shall use the Electronic Services only in accordance with this Agreement and the instructions and procedures supplied to the Client from time to time;  
將只按照本協議及本公司不時提供給客戶的各種指示和程序使用電子服務；
- (ii) that it shall be the only authorized user of the Electronic Services;  
客戶本人是電子服務的唯一獲授權用戶；
- (iii) that it shall be responsible for the confidentiality and use of its Client Code and Password.  
客戶應對其客戶號碼和密碼的保密及使用承擔責任；
- (iv) that it shall be solely responsible for all Instructions entered through the Electronic Services using its Client Code and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;  
客戶應對利用客戶號碼和密碼而透過電子服務所輸入的所有指示完全負責，本公司收到的任何該等指示將被視為由客戶於本公司收到的時間及以收到的形式發出；
- (v) that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Client Code or Password;  
如果發現客戶號碼或密碼有任何遺失、被竊或未經授權使用，應立即通知本公司；
- (vi) that the Company has the right to suspend the Electronic Services at any time if an incorrect Client Code or Password is being entered for more than 3 occasions;  
如果錯誤的客戶號碼或密碼被輸入超過三次，本公司有權暫停提供電子服務；
- (vii) to provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept electronic communications from the Company at the e-mail address the Client has specified;  
向本公司提供客戶的電子郵件地址，及立即通知本公司客戶的電子郵件地址的任何改動；並在客戶指定的電子郵件地址接受本公司的電子通訊；
- (viii) that the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Electronic Services;  
本公司可有絕對酌情權，對可透過電子服務發出的指示之種類及指示之價格範圍予以限制；
- (ix) that the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Electronic Services and authorizes the Company to debit the Client's Account with the same;  
客戶同意支付因本公司提供電子服務而須收取的所有訂購費、服務費和用戶費（如有的話），並授權本公司可從客戶的帳戶中扣除該類費用；
- (x) that it shall be bound by any consent the Client gives through the Electronic Services for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Electronic Services; and  
客戶應受任何透過電子服務給予本公司，並同意本公司只通過電子服務來向其提供任何通知、結單、交易確認及其他通訊的同意所約束；及
- (xi) that it shall logoff the Electronic Services immediately following the completion of each Electronic Services session.  
客戶在完成每次電子服務時段後，應立即退出電子服務系統。

2.4 After the giving of an Instruction via the Electronic Services, the Client shall check via the

Electronic Services that its Instruction has been correctly acknowledged by the Company.  
客戶通過電子服務發出指示後，應通過電子服務核對所發出的指示是否已被本公司正確地確認。

- 2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Electronic Services and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company shall use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation would occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.

在不限制上述的概括性原則下，客戶確認並同意，一旦通過電子服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被本公司執行時方有可能進行修改或取消。在這種情況下，本公司將盡可能修改或取消指示，但是，儘管本公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

- 2.6 In the case which the Electronic Services is not available, the Client shall place its Instructions in accordance with Clause 4.1 in Terms and Conditions for Securities Trading. The Company shall not be responsible for any loss or damages incurred by the Client due to the unavailability of such Electronic Services whatsoever.

如果電子服務未能使用，客戶將根據證券交易的條款及條件第 4.1 條之規定發出指示。本公司對所有因未能提供電子服務而導致客戶的損失一概不會負責或賠償。

### 3. Provision of Information

#### 資訊提供

- 3.1 The Company may convey Information to the Client by Electronic Services. The Client may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third-parties that transmit such Information (collectively referred to as the "Information Providers").

本公司可通過電子服務向客戶傳遞資訊。客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為「資訊供應者」）獲得並提供給客戶使用的資訊的一定費用。

- 3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:—

資訊乃是本公司、資訊供應者或其他人士的財產，並受版權所保護。客戶應：—

- (i) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the written permission of the owner of such rights; and  
在未獲得這些權利擁有人的同意前，不得上載、貼上、複製或分發任何受版權或其他知識產權（以及公開權和私隱權）所保護的任何資訊、軟件或其他資料；及

- (ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。

- 3.3 The Client agrees not to:—

客戶同意不會：—

- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);

在未獲得本公司和有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或商業利用資訊；

- (ii) use the Information for any unlawful purpose;  
將資訊用於任何非法目的；
- (iii) use the Information or any part thereof to establish, maintain, provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the SEHK.  
將資訊或其中的任何部分用於建立、維持或提供，或用於協助建立、維持或提供一個買賣在聯交所上市的證券的交易平臺或交易服務。

3.4 The Client agrees to comply with all reasonable written requests issued by the Company in regards to the protection of the Information Providers' and the Company's respective rights in the Information and the Electronic Services provided.

客戶同意將遵守本公司的合理書面要求，以保護資訊供應者及本公司各自在資訊和電子服務中的權利。

3.5 The Client shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.

客戶將遵守本公司不時作出的有關允許使用資訊的合理指示。

3.6 The Client authorizes the Company to provide information on the Electronic Services supplied to the Client hereunder to the Stock Exchange Information Service Limited ("SEIS") to enable the Company to comply with the License Agreement between SEIS and the Company relating to market data feeds.

客戶授權本公司可將提供給客戶的電子服務資訊提供給香港聯合交易所資訊服務有限公司（「資訊服務公司」），從而使本公司能夠遵守資訊服務公司與本公司簽訂的有關市場數據傳送專線許可證協議。

#### 4. Intellectual Property Rights

##### 知識產權

The Client acknowledges that the Electronic Services, and any software comprised in it, is proprietary to the Company. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate the Electronic Services at any time if the Client breaches, or if the Company at any time reasonably suspects that the Client has breached this warranty and undertaking.

客戶確認電子服務及其所包含的任何軟件乃是本公司的財產。客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達電子服務或內裏包含的軟件的任何部份。若客戶在任何時候違反了此保證和承諾，或若本公司在任何時候有合理理由懷疑客戶已違反了此保證和承諾，本公司將有權終止電子服務。

#### 5. Limitation of Liability and Indemnification

##### 責任和賠償的限制

5.1 The Client agrees to fully indemnify, hold harmless and defend the Company and its directors, officers, employees, Correspondent Agents, Associates and the Information Providers from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), whether or not involving a third party claim, arising out of or relating to circumstances beyond their reasonable control, in each case whether or not caused by the negligence and whether or not the relevant claim has merit, including, without limitation:—

客戶同意向本公司及其董事、管理人員、員工、業務代理、其聯營公司及資訊供應者全額賠償、為其辯護和使其免受由難以合理控制的情況直接或間接引起的所有索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本），不論是否涉及第三方索償。在各

種情況下不論是否由疏忽引致以及相關的索償是否合理。這些情況包括（但不限於）：—

- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under the Company's control;  
通過不受本公司控制的電話、電子或其他系統與本公司進行通訊往來的延誤、失靈或不準確；
- (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;  
資訊供應者所提供的股市研究、分析、市場數據以及其他資訊的延誤、不準確、遺漏或缺乏；
- (iii) unauthorized access to communications systems, including unauthorized use of the Client Code(s), Password(s) and/or Account numbers; and  
未經授權下進入通訊系統，包括未經授權下使用的客戶號碼，密碼，和／或帳戶號碼；及
- (iv) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of God.  
戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。

- 5.2 The Client agrees to fully indemnify, hold harmless and defend the Company and its directors, officers, employees, Correspondent Agents, Associates and the Information Providers from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorney's fees and costs), whether or not involving a third party claim, arising out of or relating to any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights, in each case whether or not caused by the negligence and whether or not the relevant claim has merit. This obligation will survive the termination of this Agreement.

客戶同意向本公司及其董事、管理人員、員工、業務代理、其聯營公司及資訊供應者全額賠償、為其辯護和使其免受由如客戶違反任何第三方的權利，包括（但不限於）對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯直接或間接引起的所有索償、要求、行動、訴訟、損失、責任、和解、判決、成本和費用（包括但不限於律師費和成本），不論是否涉及第三方索償。在各種情況下不論是否由疏忽引致以及相關的索償是否合理。即使終止本協議，客戶在此的責任將仍然有效。

- 5.3 The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

客戶接受，儘管本公司將盡力確保所提供的資訊的準確性和可靠性，本公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害，本公司概不承擔責任（無論是在民事過失、合約或其他法律上）。

## 6. Termination of Electronic Services

### 電子服務之終止

- 6.1 The Company reserves the right to terminate the Client's access to the Electronic Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client Code(s), Password(s) and/or Account number(s), breach of any terms in this Agreement, discontinuation of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and the Information Providers.

本公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶號碼、密碼、和／或帳戶號碼、違反本協議之任何條款、本公司未能繼續從任何資訊供應者獲得任何資訊、或本公司與資訊供應者之間的一個或多個協議被終止，終止客戶接達電子服務或其任何部分。

- 6.2 In the event of termination of such Electronic Services by the Company and/or any of its Information Providers, the Client acknowledges and agrees that the Company shall have no liability to the Client. However, if such termination is without cause, the Company shall refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Services not furnished to the Client as of the date of such termination.

本公司終止電子服務，資訊供應者及本公司將無需向客戶承擔任何責任。然而，若是在無任何理由下終止服務，本公司應按比例向客戶退還其已為電子服務而支付，但由終止服務日期起計尚未使用那一部分的費用。

## **7. Risk Disclosure**

### **風險披露**

The Company refers the Client to Section 3 Risk Disclosure Statement of this Agreement.

本公司要求客戶參閱本協議的第 3 部分風險披露聲明。

## **8. General**

### **一般事項**

- 8.1 In the event of any dispute between the parties, the Client agrees that the records of the Company (including electronic records) shall prevail.

倘若發生任何爭議，客戶同意以本公司的記錄（包括電子記錄）為準。

**SECTION 3**  
**RISK DISCLOSURE STATEMENT**  
**風險披露聲明**

This Risk Disclosure Statement is provided pursuant to the Code of Conduct for Persons Licensed by or Registered with the Securities or Futures Commission and Hong Kong Exchange. Terms defined in this statement have the same meaning as in Terms and Conditions for Securities Trading unless stated otherwise.

本風險披露聲明書是根據「證券及期貨事務監察委員會持牌人或註冊人操守準則」或香港交易所的要求予以提供。本聲明中的術語之含義與證券交易的條款及條件所界定者相同，另有特別聲明者除外。

**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 Futures and Options**  
**期貨及期權交易的風險**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Client may sustain losses in excess of the Client's initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's account. The Client should therefore study and understand futures contracts and options before the Client trades and carefully considers whether such trading is suitable in the light of the Client's own financial position and investment objectives. If the Client trades options the Client should inform itself of exercise and expiration procedures and the Client's rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對自己的帳戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合自己。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

**3. Risk of Trading in Leveraged Foreign Exchange Contracts**  
**槓桿式外匯交易的風險**

The risk of loss in leveraged foreign exchange trading can be substantial. The Client may sustain losses in excess of the Client's initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's account. The Client should therefore carefully consider whether such trading is suitable in light of the Client's own financial position and investment objectives.

槓桿式外匯交易的虧損風險可以十分重大。客戶所蒙受的虧損可能超過客戶的最初保證金款額。即使客戶定下備用交易指示，例如“止蝕”或“限價”交易指示，亦未必可以將虧損局限於客戶原先設想的數額。

市場情況可能使這些交易指示無法執行。客戶可能被要求一接到通知即存入額外的保證金款額。如客戶未能在所訂的時間內提供所需的款額，客戶的未平倉合約可能會被了結。客戶將要為客戶的帳戶所出現的任何逆差負責。因此，客戶必需仔細考慮，鑑於自己的財務狀況及投資目標，這種買賣是否適合自己。

#### **4. 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。

The Client 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.

客戶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 gazetted 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。

The Client should seek independent professional advice if the Client is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

#### **5. Risks of Client Assets Received or Held Outside Hong Kong** **在香港以外地方收取或持有的客戶資產的風險**

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

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

#### **6. Risk of Providing an Authority to Repledge Your Securities Collateral etc.** **提供將你的證券抵押品等再質押的授權書的風險**

There is risk if you provide the licensed or registered person with an authority that allows it to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸合約使用客戶的證券或證券抵押品，將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

If the Client's securities or securities collateral are received or held by the licensed or registered person

in Hong Kong, the above arrangement is allowed only if the Client consent in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to no more than 12 months. If the Client is a professional investor, these restrictions do not apply.

假如客戶的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若客戶是專業投資者，則有關限制並不適用。

Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's written consent) if the licensed or registered person issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client do not object to such deemed renewal before the expiry date of such then existing authority.

此外，假如客戶的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的提示，而客戶對於在現有授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

The Client is not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定客戶必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向客戶闡釋將為何種目的而使用授權書。

If the Client sign one of these authorities and the Client's securities or securities collateral is lent to or deposited with third parties, those third parties shall have a lien or charge on such securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities lent or deposited under such authority, a default by it could result in the loss of such securities or securities collateral.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述持牌人或註冊人的違責行為可能會導致客戶損失客戶的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client do not require margin facilities or do not wish the Client's securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

大多數持牌人或註冊人均提供不涉及證券借貸的現金賬戶。假如客戶毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭質押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

## **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 the Client provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如客戶向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## **8. Risk of Margin Trading**

**保證金買賣的風險**



The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at 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, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶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。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為自己的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合自己。

## **9. 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. The Client should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

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。客戶在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

## **10. Risk of Trading Securities Denominated in Renminbi (RMB)** **買賣人民幣計價證券之風險**

Non-RMB based investors are exposed to foreign exchange risk as a result of fluctuations in the RMB exchange rate against their base currencies. The exchange rate of RMB may rise or fall. If investors wish or intend to convert the dividends paid or sale proceeds (in RMB) into a different currency, they are subject to the relevant foreign exchange risk and may incur substantial capital loss from such conversion.

非持有人民幣的投資者會承受外匯風險。人民幣匯率可能上升或下跌。如果投資者打算把股息或出售收入以人民幣兌換成另一種貨幣，須承受有關的外匯風險，並或會引致不少資金損失。

## **11. Risk of Trading under Shanghai-Hong Kong Stock Connect** **透過滬港通進行交易的風險**

11.1 No day trading is allowed;  
不容許回轉交易

11.2 Pre-trade checking is in place so that a client must have his/her shares transferred to the EP's corresponding CCASS account before the commencement of trading on a trading day if he/she intends to sell the shares during a trading day;  
設有交易前檢查：如客戶擬於個別交易日出售股份，須於該交易日開市前將股份轉移至交易所參與者的相應中央結算系統戶口；

11.3 All trading must be conducted on SSE, i.e. no over-the-counter (OTC) or manual trades are allowed;

所有交易必須在上交所進行，不設場外交易或非自動對盤交易；

- 11.4 **Naked short selling is not allowed;**  
不得進行無備兌賣空活動；
- 11.5 **Foreign shareholding restriction (including the forced-sale arrangement) is in place and EPs should have the right to “force-sell” client’s shares upon receiving the forced-sale notification from SEHK;**  
實施境外持股量限制(包括強制出售安排)：交易所參與者有權於接獲聯交所的強制出售通知時「強制出售」客戶股份；
- 11.6 **Investors should understand fully the Mainland rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules and regulations accordingly;**  
投資者應完全了解並遵守內地有關短線交易利潤及披露責任的法規；
- 11.7 **EPs may have the right to cancel client’s orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;**  
交易所參與者有權於緊急情況(如香港懸掛八號颱風訊號)下取消客戶訂單；
- 11.8 **EPs may not be able to send in client’s order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE, etc and investors should still bear the settlement obligations if the orders are matched and executed;**  
在緊急情況(例如聯交所失去與上交所的所有聯絡渠道等)下，交易所參與者或未能發出客戶的取消買賣盤指令；在該等情況下，如訂單經已配對及執行，投資者須承擔交收責任。
- 11.9 **Clients must comply with SSE Rules and other applicable laws of Mainland China relating to Northbound trading;**  
客戶須遵守上交所規則及中國內地有關滬股通交易的適用法律；
- 11.10 **EPs may forward the client’s identity to SEHK which may on-forward to SSE for surveillance and investigation purposes;**  
交易所參與者將向聯交所轉發客戶身份資料，聯交所可能繼而轉發予上交所以作監察及調查之用；
- 11.11 **If the SSE Rules are breached, or the disclosure and other obligations referred to in the SSE Listing Rules or SSE Rules is breached, SSE has the power to carry out an investigation, and may, through SEHK, require EPs to provide relevant information and materials and to assist in its investigation;**  
倘有違反上交所規則、或上交所的上市規則或上交所規則所述的披露及其他責任的情況，上交所所有權進行調查，並可能透過聯交所要求交易所參與者提供相關資料及材料協助調查；
- 11.12 **SEHK may upon SSE’s request, require an EP to reject orders from the client;**  
聯交所或會應上交所要求，要求交易所參與者拒絕處理客戶訂單；
- 11.13 **Client needs to accept the risks concerned in Northbound trading, including but not limited to prohibition of trading SSE Securities, being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations;**  
客戶須接納滬股通所涉及的風險，包括但不限於買賣滬股通股票的禁限、對違反上交所上市規則、上交所規則及其他適用法律及規例負責或承擔法律責任；
- 11.14 **SSE may request SEHK to require EP to issue warning statements (verbally or in writing) to their clients, and not to extend Northbound trading service to their clients; and**  
上交所或會要求聯交所要求其參與者向客戶發出口頭或書面警告，以及不向客戶提供滬股通交易服務；及
- 11.15 **HKEX, SEHK, SEHK Subsidiary, SSE and SSE Subsidiary and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or**

indirectly suffered by an EP, its clients or any third parties arising from or in connection with Northbound trading or the CSC.

交易所參與者、其客戶或任何第三方若因為滬股通交易或CSC而直接或間接蒙受任何損失或損害，香港交易所、聯交所、聯交所子公司、上交所及上交所子公司以及其各自的董事、僱員及代理人概不負責。

## 12. Risks of Trading Exchange Traded Funds (“ETFs”)

### 投資交易所買賣基金的風險

#### 12.1 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. Investors 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。投資者必須要有因為相關指數／資產的波動而蒙受損失的準備。

#### 12.2 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製策略等等因素。（常見的複製策略包括完全複製／選具代表性樣本以及綜合複製，詳見下文。）

#### 12.3 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有此情況。

#### 12.4 Foreign Exchange Risk

外匯風險

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

若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

#### 12.5 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 shall be maintained. In the event that the SMMs default or cease to fulfill their role, investors 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，投資者或就不能進行買賣。

### 12.6 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

#### (i) 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 shall 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。

#### (ii) Synthetic replication strategies

綜合複製策略

ETFs utilising 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：—

##### 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(total return swaps)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 may 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。

##### Derivative embedded ETFs

以衍生工具構成

ETF managers may also use other derivative instruments to synthetically replicate the 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。

It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

投資者是否了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。

### 13. Risks of Trading Structured Products

#### 買賣結構性產品風險的風險

##### 13.1 Issuer Default Risk

###### 發行商失責風險

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

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

##### 13.2 Uncollateralised Product Risk

###### 非抵押產品風險

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

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

##### 13.3 Gearing Risk

###### 槓桿風險

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

結構性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。投資者須留意，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。

##### 13.4 Expiry Considerations

###### 有效期的考慮

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

結構性產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品

尚餘的有效期能配合其交易策略。

### 13.5 Extraordinary Price Movements

特殊價格移動

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

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

### 13.6 Foreign Exchange Risk

外匯風險

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

若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

### 13.7 Liquidity Risk

流通量風險

The Exchange requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

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

## 14. Additional Risks Involved in Trading Derivative Warrants

買賣衍生權證的一些額外風險

### 14.1 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。

### 14.2 Volatility Risk

波幅風險

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors 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，投資者須注意相關資產的波幅。

## 15. Additional Risks Involved in Trading CBBCs

買賣牛熊證的一些額外風險

### 15.1 Mandatory Call Risk

強制收回風險

Investors trading CBBCs should be aware of their intraday "knockout" or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level

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

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

## 15.2 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, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

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

## 16. Risk of Using the Electronic Services under Terms and Conditions of Internet Trading

在網上交易的條款和條件下使用電子服務的風險

When undertaking Transactions via Electronic Services, Client shall be exposed to risks associated with the Electronic Services system including the failure of hardware and software, which may result in the Client's order not being executed according to the Client's Instructions or the missing of such Client's Instruction on order execution;

當客戶透過電子服務進行買賣，客戶便須承受該電子服務系統帶來的風險，包括有關系統硬體和軟件可能會失靈的風險。系統失靈可能會導致客戶的買賣盤不能根據指示執行，甚或完全不獲執行；

Due to unpredictable traffic congestion and other reasons, Electronic Services may not be reliable and Transactions conducted via Electronic Services may be subject to delays in transmission and receipt of the Client's Instructions or other Information, delays in execution or execution of the Client's Instructions at prices different from those prevailing at the time such Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. The Client should not place any Instructions with the Company via Electronic Services if the Client is not prepared to accept the risk of such interruptions or delays; and

由於未可預計的交通擠塞和其他原因，電子服務可能並不可靠的，及存在通過電子服務進行的交易在傳輸和接收客戶的指示或其他資訊過程中可能會被耽誤、延遲執行客戶的指示或有關指示以有別於客戶發出指示時的市價執行、指示在傳輸時被中斷或停頓等風險。在通訊過程中也存在誤解或錯誤的風險，以及在發出了指示後，通常也不一定可以取消。由於此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，本公司概不承擔責任。如果客戶不準備接受此類中斷或耽誤引致的風險，客戶不應透過電子服務來作出任何指示；及

Market data and other information made available to the Client through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

通過電子服務向客戶提供的市場數據和其他資訊可能是本公司從第三者獲得的。雖然本公司相信這些數據和資訊是可靠的，但本公司或該等第三者都不會保證這些數據和資訊的準確性、完整性和即時性。

## 17. Additional Trading Risks

其他買賣風險

### 17.1 Deposited cash and property

存放的現金及財產

The Client should familiarize with the protections given to money or other property the Client deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Client may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as the Client's own shall be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果客戶為在本地或海外進行的交易存放款項或其他財產，客戶應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於客戶的財產將會如現金般按比例分配予有關客戶。

### 17.2 Commission and other charges

佣金及其他收費

Before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client may be liable. These charges shall affect the Client's net profit or increase the Client's loss.

在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤或增加客戶的虧損。

This Risk Disclosure Statement does not purport to disclose all the risks and other significant aspects of trading Securities. The Client understands that the Client should undertake its own research and study on the trading Securities before commencing any trading activities.

此風險披露聲明並不能申述所有風險及證券交易的主要內容。客戶明白在進行買賣活動之前須自行進行資料搜集及研究有關證券的買賣。



**SECTION 4**  
**PERSONAL INFORMATION COLLECTION STATEMENT**  
**個人資料收集聲明**

This Personal Information Collection Statement is provided to the Client as an individual client of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the "**Ordinance**"). Terms defined in this statement have the same meaning as in Terms and Conditions for Securities Trading unless stated otherwise.

本個人資料收集聲明是根據香港《個人資料（私隱）條例》（「條例」）之要求而提供予本公司的個人客戶。本聲明中的術語之含義與證券交易的條款及條件所界定者相同，另有特別聲明者除外。

**1. Disclosure Obligation**

**披露義務**

Unless expressly stated or with prior consent, the Client must supply all the personal data requested on the Account Opening Form to the Company. The Company reserves the right to refuse any account opening request if the Client does not supply all the data requested in the Account Opening Form.

除特別聲明外，客戶必須按開戶表格上的要求，將個人資料提供給本公司。假如客戶不提供所有開戶表格上要求的資料，本公司有權不接納該客戶開戶的要求。

**2. Use of Personal Data**

**個人資料之使用**

**2.1 Users**

**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 Agreement containing this information) may be used by any of the following companies or persons (each "**User**"):-

有關客戶的所有個人資料（不論是由客戶所提供，還是由其他人士所提供；及不論這些資料是在客戶收到本協議之前，還是之後）將可被任何下列之公司或人士使用（各為號「使用者」）：—

- (i) the Company and/or any of its Associates (the "**Group**");  
本公司和／或其任何成員（「集團」）；
- (ii) any director, officer or employee of the Group;  
集團的任何董事、管理人員、員工；
- (iii) any Correspondent Agent;  
任何業務代理；
- (iv) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Client's Instructions and/or the business of the Group;  
執行客戶指示和／或從事集團業務而由集團授權的任何人士（例如律師、顧問、代名人、托管人等）；
- (v) any credit reference agencies and debt collection agencies (in the event of default payment);  
信貸諮詢機構及（發生拖欠付款時）收數公司；
- (vi) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client; and  
集團持有與客戶相關的任何權利和義務的任何實際或建議的承讓人；及
- (vii) any governmental, regulatory or other bodies or institutions, whether as required by law or

regulations applicable to any member of the Group.

任何政府機構、監管機構或其他團體或機構(不論是法例或是任何集團成員適用的規例所要求)。

## 2.2 Purposes

目的

All personal data concerning the Client may be used by any User for the following purposes:-

客戶的所有個人資料可被任何使用者用於下列目的：—

- (i) the daily operation of the services provided to the Client;  
為提供服務給客戶之日常運作；
- (ii) conducting credit checks;  
作信貸檢查；
- (iii) ensuring ongoing credit worthiness of the Client;  
確保客戶之信用維持良好；
- (iv) marketing investment, dealing or related services or products;  
宣傳投資、交易或相關服務或產品；
- (v) supporting any statements made in any documents in connection with the services of the Group;  
支援本集團在有關服務上作出之任何文件內之任何聲明；
- (vi) assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of the Group;  
協助其他有關第三者、專業人員、機構及有關監管機構確認某些本集團在有關服務上之事實；
- (vii) meeting the requirements to make disclosures under the requirements of any laws and/or regulations binding on the Group;  
根據本集團須遵守之有關法例及／或條例要求作出披露；
- (viii) forming part of the records of the recipient of the data as to the business carried on by it;  
and  
組成接收資料者所經營業務的紀錄的一部份；及
- (ix) any purposes relating to or incidental to any of the above at any place inside or outside Hong Kong.  
與上述有關或隨附之其他用途在香港以內或以外的任何地點。

## 2.3 Use of Data in Direct Marketing

使用資料作直接促銷

The Group intends to use and/or transfer the Client's data to other members of the Group for direct marketing and the Group requires the consent (including no objection) of the Client for that purpose. In this connection, please note that:-

本集團可使用及／或轉送客戶的資料給聯繫人士作直接促銷，而本集團須為此目的取得客戶同意（其包括客戶不反對之表示）。因此，請注意以下兩點：—

- (i) the name, contact details, portfolio information, transaction pattern and financial background of the Client may be used in direct marketing of investment or financial related products and services of the Group; and  
客戶的姓名、聯絡詳情、投資組合資料、交易模式及財務背景可被用於直接促銷本集團的投資及有關產品及服務；及

- (ii) If a Client does not wish the Group to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.  
若客戶不願意本集團使用及／或轉送個人資料作直接促銷，客戶可使其不同意此安排的權利。

### 3. Rights of Access and Correction

#### 查閱和修正的權利

The Client has the right to have access to and correct its personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:—

根據條例之規定，客戶有權查閱和修正客戶的個人資料。一般來說（除某些豁免外）客戶有以下的權利：—

- (i) enquire whether the Group holds personal data in relation to the Client;  
詢問集團是否持有與客戶有關的個人資料；
- (ii) request access to the Client's personal data within a reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;  
在合理的時間內，客戶可查閱其個人資料；集團將以合理的方式及清楚易明的格式回覆客戶，但須收取合理的費用；
- (iii) request the correction of the Client's personal data; and  
要求修正客戶的個人資料；及
- (iv) be given reasons if a request for access or correction is refused, and object to any such refusal.  
如客戶要求查閱或修正個人資料被拒絕，客戶有權要求說明被拒絕的理由及反對任何該等拒絕。

The Company may charge a reasonable fee for any information processing request.

客戶要求更改其資料時，本公司有權向客戶收取合理的費用。

### 4. Contact Person

#### 聯絡人

If the Client wishes to request access to and/or correct personal data and/or opt out of receiving direct marketing material, the Client should contact the Company at +852 2829 9065 or [securities@siuon.com](mailto:securities@siuon.com).

如客戶要求查閱及／或修正個人資料及／或不同意收取直接促銷的資料，客戶可致電+852 2829 9065 或郵寄至 [securities@siuon.com](mailto:securities@siuon.com) 與本公司聯絡。

**SECTION 5**  
**ACCOUNT OPENING FORM**  
開戶表格

Please refer to:

請參閱：

1. **Account Opening Form (for Individual/Joint Account)**  
開戶表格（個人／聯名帳戶）
2. **Account Opening Form (for Corporate Account)**  
開戶表格（公司帳戶）

**SECTION 6**  
**MARGIN CLIENT AGREEMENT**  
孖展客戶協議

This Margin Client Agreement is supplemental to the Securities Client Agreement entered into by the Company and the Client to which this Margin Client Agreement is annexed whereby the Client's Account is allowed to conduct margin trading ("**Margin Account**") and the Company agrees to grant credit facilities ("**Facility**") to the Client at the Client's request for the Client's Transactions. Where any conflict arises between the Securities Client Agreement and the provisions of this Margin Client Agreement, the provisions of the latter shall prevail.

本孖展客戶協議是補充其依附的並為本公司與客戶簽訂的證券客戶協議，藉以使客戶的帳戶能夠進行孖展交易（「孖展帳戶」），及本公司同意按客戶要求向客戶提供客戶交易的信用融資（「融資」）。如證券客戶協議與本孖展客戶協議的條款有任何衝突時，以後者的條款為準。

**1. Definitions**

**釋義**

- 1.1. Terms defined in this Margin Client Agreement have the same meanings as in the Securities Client Agreement unless stated otherwise.

本孖展客戶協議中的術語之含義與證券客戶協議所界定者相同，另有特別聲明者除外。

- 1.2. References to "Account" in the Securities Client Agreement are deemed to include the Margin Account as established pursuant to this Margin Client Agreement.

證券客戶協議中所提及的「帳戶」，將被視為包括按照本孖展客戶協議而設立的孖展帳戶。

- 1.3. "**Collateral**" means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, or transferred to or held by any other person in circumstances where the Company accepts the same as security for the Client's obligations under the Agreement. The Collateral shall include those monies and Securities that shall come into the possession, custody or control of the Company or its Associates 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」是指客戶現在或將來任何時候存放於、轉移或令致其轉移往本公司或其聯營公司或代名人的，或由本公司或其聯營公司或代名人持有的，或於本公司或其聯營公司接受作為在協議之下客戶債務的擔保的情況下，轉移往任何其他人士或由任何其他人士持有的所有款項和證券。該等抵押品將包括本公司或其聯營公司不時為任何目的而持有、托管或控制的款項及證券（包括任何額外或被替代的證券，及就該等證券或額外的或被替代的證券的累計或在任何時間透過贖回、分紅、優先股、認購權或其他形式所提供的所有已支付或需支付的股息或利息、供股權、權益、款項或財產）。

- 1.4. "**Credit Limit**" is the maximum amount of Facility that the Company shall grant the Client irrespective of the amount of the Client's Collateral and Margin Ratio.

「信用限額」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。

- 1.5. "**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。

## 2. Margin Facility

### 孖展融資

- 2.1. The Facility is extended to the Client in accordance with the provisions set out in this Margin Client Agreement, any fees and charges sheet from the Company to the Client and in the Securities Client Agreement (collectively called "**Margin Facility Terms**"). The Client agrees to use the Facility only in connection with the acquisition or holding of Securities by the Company for the Client.

此項融資將按照本孖展客戶協議、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（統稱為「孖展融資條款」）而提供給客戶。客戶同意該融資只會用在有關於本公司為客戶購入或持有證券之用途。

- 2.2. Subject to Clause 2.4 below, the Company may grant the Client Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by the Company from time to time. Notwithstanding the credit limit as notified to the Client, the Company may at its discretion extend Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by the Company in accordance with Clause 6.1 below.

除下列第 2.4 條規定外，本公司可向客戶提供不超過本公司不時通知客戶的信用限額的融資金額。本公司可按不時通知，更改客戶可使用的信用限額及保證金比率。儘管有已通知客戶的信用限額，本公司仍可酌情向客戶提供超過該信用限額的融資，而客戶亦同意客戶有責任按以下第 6.1 條之規定全數償還任何由本公司提供的任何融資。

- 2.3. The Company is instructed and authorized by the Client to draw on the Facility to settle any amounts due to the Company or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for any positions required by the Company or its Associates, or payment of any commission or other costs and expenses owing to the Company or its Associates.

客戶指示並授權本公司提取融資用以清償應付本公司或其聯營公司任何有關客戶購買證券、履行本公司或其聯營公司要求任何持倉的保證金義務、或支付所欠本公司或其聯營公司的任何佣金或其他開支和費用的款項。

- 2.4. The Company shall not at any time be obliged to provide any Facility to the Client. In particular, the Client understands that the Company may not provide any Facility to the Client if any of the following circumstances should arise:

本公司在任何時候均有權不向客戶提供任何融資。客戶明白尤其是在下列任何情況發生時，本公司將不會向客戶提供任何融資：

- (i) the Client is in default of any provisions of the Agreement; or  
客戶未能履行本協議的任何條款；或
- (ii) in the opinion of the Company there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or  
本公司認為客戶的財務狀況正出現或已出現了重大的不利變化，或任何人士的財務狀況發生了重大不利變化，而可能會影響客戶解除在協議之下的責任或履行客戶在協議之下的義務；或
- (iii) making an advance would cause the applicable Credit Limit to be exceeded; or  
提供墊支將會令有關適用的信用限額被超過；或
- (iv) the Company in its absolute discretion considers it prudent or desirable for its protection not to do so.

本公司根據其絕對酌情權，認為不提供融資將更為審慎或適宜。

- 2.5. For so long as there exists any indebtedness to the Company on the Client's part, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of the Company be entitled to withdraw any Collateral in part or in whole from the Client's Account.

只要客戶對本公司存在任何債務，本公司將有權在任何時候及不時拒絕客戶從客戶的帳戶提取任何或所有抵押品；及在未獲得本公司事先書面同意之前，客戶將不能從客戶帳戶提取任何部分或全部抵押品。

- 2.6. The Client shall on demand from the Company make payments of deposits or margin in monies, Securities and/or other assets in such amount and in such form into a designated Account and within such time as specified by the Company (referred to as a "**Margin Call**"), as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. For the purpose of a Margin Call, the Company shall use its best endeavors to contact the Client promptly by phone on the telephone numbers indicated by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, fax, email or otherwise. The Client agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Client fails to receive the written notice.

若本公司據其絕對酌情權，認為其提供的融資需要有足夠的擔保，客戶應根據本公司的要求，按照本公司指定的金額、形式，以現金、證券和／或其他資產的形式支付一定數額的存款或保證金，並在指定的時間內存到指定的帳戶內（統稱為「追收保證金通知」）。為發出追收保證金通知，本公司將儘力及儘快按照客戶在開戶申請表格中提供的電話號碼以電話形式聯絡客戶，和／或通過郵件、傳真、電郵或其他方式，向客戶發出追收保證金通知。客戶同意，即使本公司未能以電話與客戶取得聯絡，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。

- 2.7. Any failure by the Client to comply with Clause 2.6 of this Margin Client Agreement shall constitute an Event of Default under Clause 12 of Terms and Conditions for Securities Trading in the Securities Client Agreement.

若客戶未能遵守本孖展客戶協議第 2.6 條的規定，將構成證券客戶協議的證券交易的條款及條件第 13 條之下的違約事件。

- 2.8. The Client agrees to pay interest on a daily basis on the amount of Facility extended to the Client. The interest rate shall be at a percentage above the Company's cost of funds which shall vary according to the prevailing money market situation and as notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account or any other Account of the Client with the Company or its Associates.

客戶同意為自己獲得的融資支付利息，及利息將逐日計算。利息率應為一個高於本公司資金成本的百分率，並將會隨當前的貨幣市場狀況而改變及由本公司不時通知客戶。該利息費用可由本公司從客戶在本公司或其聯營公司開立的孖展帳戶或任何其他帳戶中扣除。

### 3. Charge 抵押

- 3.1. The Client, as beneficial owner, charges in favor of the Company by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security (referred to as a "**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 the Client to the Company or its Associates, or for which the Client may be or become liable to the Company or its Associates 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 demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or its Associates.

客戶以實益擁有人的身份，以第一固定抵押方式向本公司抵押所有客戶於抵押品的各種權利、所有

權、利益及權益，以作為持續的抵押品（「抵押」），以便客戶在接獲要求後償付客戶可能欠本公司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孖展融資條款下可能到期、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本公司或其聯營公司的債項（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，以及在本公司或其聯營公司記錄中所列的任何佣金、法律或其他費用、收費及開支。

- 3.2. The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of Account or satisfaction of the whole or any part of any sum owing by the Client to the Company and/or its Associates and notwithstanding the closing of any of the Client's Accounts with the Company and which are subsequently reopened or the subsequent opening of any Account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company or its Associates on any Account or otherwise.

即使客戶向本公司和／或其聯營公司作出任何中期支付或結清帳戶，或清還全部或部分欠款；及即使客戶結束在本公司開立的任何帳戶，並在隨後由客戶獨自或與其他人隨後共同在本公司重開或再開立任何帳戶，該抵押將仍屬一項連續的抵押，並將會涵蓋現時客戶於本公司或其聯營公司的任何帳戶構成結餘欠款的所有或任何款項，或其他地方顯示出客戶欠本公司或其聯營公司的結餘欠款。

- 3.3. The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with the Company or its Associates, that the same is and shall remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and shall be fully paid up.

客戶聲明並保證，抵押品乃是由客戶本人合法及實益擁有，客戶有權將抵押品存放於本公司或其聯營公司，所存放的抵押品在現時或將來都不受任何類型的留置權、抵押或處置權所約束，並且構成抵押品的任何股票、股份和其他證券現時已全數繳足股款及將會全數繳足股款。

- 3.4. Upon irrevocable payment in full of all sums which may be or become payable under the Securities Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, the Company shall at the Client's request and expense release to the Client all the rights, title and interests of the Company in the Collateral and shall give such Instructions and directions as the Client may require in order to perfect such release.

當客戶不可撤銷地全數付清根據證券客戶協議之下所有可能應支付或成為應支付的款項，及已全部履行客戶在孖展融資條款之下的義務後，本公司將會在客戶要求下及支付所需費用後，向客戶發還本公司在抵押品的所有權利、所有權和權益，並會就客戶為妥善處理該項發還而要求其作出的指令和指示而行事。

- 3.5. Until the Charge becomes enforceable, (i) the Company shall have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in this Margin Client Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice the Company's rights in relation to the Collateral.

在該抵押成為可強制執行之前，(i)本公司只須向客戶發出通知後，便有權行使與抵押品有關的權利，以保障抵押品的價值；及(ii)除非在本孖展客戶協議另有規定，否則客戶可指示行使附於或與抵押品有關的其他權利，但此舉不得與客戶在孖展融資條款之下的義務有所矛盾，或在任何形式下可能損害本公司就抵押品的權利。

#### **4. Power of Attorney**

##### **授權書**

The Client by way of security irrevocably appoints the Company to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying



out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but not limited to):-

客戶可以擔保的方式，不可撤銷地任命本公司作為客戶的受托代表人，代表客戶並以客戶的名義行事，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件，作為或事物，以履行根據孖展融資條款施加於客的義務，及在整體上令本公司行使根據孖展融資條款或根據法律而賦予本公司的權利和權力，包括（但不限於）：—

- (i) to execute any transfer or assurance in respect of any of the Collateral;  
就任何抵押品簽立任何轉讓契或擔保；
- (ii) to perfect its title to any of the Collateral;  
就任何抵押品完善其所有權；
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;  
就任何抵押品之下或所產生的到期或變成到期的任何及所有款項和索償而作出查詢、規定、要求、接收、和解及作出良好的解除；
- (iv) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and  
就任何抵押品發出有效的收據和解除及背書任何支票或其他票據或匯票；及
- (v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.  
就為著本公司認為有必要或有利於保護根據孖展融資條款下產生的抵押品起見，一般而言作出任何索償、或採取任何法律行動或進行任何訴訟程序。

## 5. Disposal of Collateral

### 抵押品的處置

The Client agrees that in the event of any sale pursuant to the Securities Client Agreement or the Margin Facility Terms, any Collateral shall be sold or disposed of in the absolute discretion of the Company and upon any sale by the Company, a declaration made by an officer of the Company that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

客戶同意，如按照證券客戶協議或孖展融資條款出售任何證券，本公司擁有絕對酌情權出售或處置任何抵押品，並且當本公司出售有關證券時，由本公司一位職員所作出表示有關的銷售權已變得可行使的聲明，對於任何購買該等抵押品的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據，並且沒有任何與本公司或其代名人交易之人士有必要查詢該宗出售交易的情況。

## 6. Termination of Facility

### 融資的終止

6.1. The Facility is repayable on demand and may be varied or terminated in the absolute discretion of the Company. In particular the Facility shall be terminated upon the occurrence of any one or more of the following events:-

該項融資在接獲要求時便需付還，並可由本公司根據其絕對酌情權予以更改或終止。尤其是如出現以下其中一項或多項事件，該項融資將會被終止：—

- (i) the withdrawal or non-renewal of the Client's authorization to the Company as required by Section 7 of the Securities and Futures (Client Securities) Rules; or  
根據《證券及期貨（客戶證券）規則》第7條規定而給予本公司的客戶授權被撤回或不再被續

期；或

- (ii) any termination in accordance with Clauses 12 and 13 of Terms and Conditions for Securities Trading in the Securities Client Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

根據證券客戶協議的證券交易的條款及條件第13和14條而終止本協議，而就此而言，任何的終止通知將被視為對該項融資的終止通知。

- 6.2. Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to the Company.

該項融資終止時，客戶所欠的任何未清債務應立即向本公司清還。

- 6.3. Repayment of all or any of the loan amounts owed to the Company shall not of itself constitute cancellation or termination of the Margin Facility Terms.

償還所欠本公司的全部或任何借貸款項本身並不構成取消或終止孖展融資條款。

## 7. Security Unaffected

### 不受影響的擔保

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

在不影響上述的概括性原則下，該抵押或其所抵押的數額將不會因以下所述的任何事物所影響：—

- (i) any other security, guarantee or indemnity now or hereafter held by the Company or its Associates under or in respect of the Margin Facility Terms or any other liabilities;  
本公司或其聯營公司就孖展融資條款或任何其他責任，而在現時或將來所持有的任何其他保證金、擔保或彌償；
- (ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);  
任何保證金、擔保或彌償或其他文件的任何其他修訂、更改、豁免或解除（除有關的修改、修訂、豁免或解除外，包括該抵押）；
- (iii) the enforcement or absence of enforcement or release by the Company or its Associates of any security, guarantee or indemnity or other document (including the Charge);  
本公司或其聯營公司就任何保證金、擔保或彌償或其他文件（包括該抵押）的強制執行或沒有強制執行或免除；
- (iv) any time, indulgence, waiver or consent given to the Client or any other person whether by the Company or its Associates;  
不論由本公司或其聯營公司向客戶或其他任何人所給予的時間、寬限、豁免或同意；
- (v) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by the Company or any other person;  
不論是由本公司或其他任何人向客戶所作出或沒有作出根據孖展融資條款的任何還款要求；
- (vi) the insolvency, bankruptcy, death or insanity of the Client;  
客戶無力還債、破產、死亡或精神失常；
- (vii) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person;  
本公司與任何其他人合併、兼併、或重組或向任何其他人出售或轉讓本公司的全部或部份業務、財產或資產；
- (viii) the existence of any claim, set-off or other right which the Client may have at any time against the

Company or any other person;

客戶可能在任何時候對本公司或任何其他人所存在的任何索償、抵銷或其他權利；

- (ix) any arrangement or compromise entered into by the Company with the Client or any other person;

本公司與客戶或任何其他人士訂立的安排或和解協議；

- (x) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the 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;

涉及該項融資的任何文件的任何條款，或任何保證金、擔保或彌償（包括該抵押），或在任何該等文件或任何保證金或彌償（包括該抵押）之下及有關條款的不合法性、無效、或未能執行或缺陷，無論原因是基於越權、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緣故；

- (xi) 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 the Client 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 any other thing done or omitted or neglected to be done by the Company or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

任何根據涉及破產、無力還債或清盤的任何法律能夠避免的或受其影響的任何協議、保證金、擔保、彌償、付款、或其他交易；或任何客戶依賴任何該等協議、保證金、擔保、彌償、付款或其他交易所提供或作出的債務的免除、結算或清還，而任何該等債務免除、結算或清還將被視為受到相應的限制；或由本公司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（如果不是因為本條款）可能在運作上損害或影響客戶在孖展融資條款之下的責任。

## 8. Risk Disclosure

### 風險披露

The Company refers the Client to Section 3 Risk Disclosure Statement of this Agreement.

本公司要求客戶參閱本協議的第 3 部分風險披露聲明。