

Fair Eagle Securities Company Limited
Fair Eagle Futures Company Limited
天發證券有限公司
天發期貨有限公司

Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong

香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室

Tel 電話: 2526 2538 Fax 傳真: 2981 1396 Website 網頁: www.faireagle.com.hk

Name of Client 客戶名稱

Account Number 帳戶號碼

AE Code 經紀編號

ACCOUNT OPENING FORM

開戶表格

INDIVIDUAL / JOINT ACCOUNT

個人/聯名帳戶

Licensed corporations for

Type 1 (dealing in securities) regulated activities under the Securities and Futures Ordinance (CE Number: AAE300) and

Type 2 (dealing in futures contracts) regulated activities under the Securities and Futures Ordinance (CE Number: AAX409)

根據《證券及期貨條例》獲准從事第 1 類（證券交易）受規管活動之持牌法團（中央編號：AAE300）

及第 2 類（期貨合約交易）受規管活動之持牌法團（中央編號：AAX409）

Exchange Participants of The Stock Exchange of Hong Kong Limited

香港聯合交易所有限公司的交易所參與者

TYPE OF ACCOUNT 帳戶類型			
<input type="checkbox"/> INDIVIDUAL ACCOUNT 個人帳戶	<input type="checkbox"/> JOINT ACCOUNT 聯名帳戶		
Chinese Name 中文姓名	Chinese Name 中文姓名		
English Name 英文姓名	English Name 英文姓名		
HKID Card No. / Passport No. 身份證/護照號碼	HKID Card No. / Passport No. 身份證/護照號碼		
<input type="checkbox"/> Account(s) requiring Internet Trading Service 選用網上證券交易服務	<input type="checkbox"/> Required 需要 <input type="checkbox"/> Not Required 不需要		
TYPE OF SERVICE(S) (YOU CAN CHOOSE MORE THAN ONE) 服務種類 (可選擇多於一項)			
<input type="checkbox"/> Cash Securities Account 現金證券帳戶	<input type="checkbox"/> Futures and Futures Options Account 期貨及期貨期權帳戶		
<input type="checkbox"/> Margin Securities Account 證券融資帳戶	<input type="checkbox"/> U.S. Securities Account (please provide W-8BEN form) 美股帳戶 (請提供 W-8BEN 表格)		
<input type="checkbox"/> Equity Options Account 股票期權帳戶	<input type="checkbox"/> Bonds Account 債券帳戶		
METHOD OF COMMUNICATION 通訊方式			
You wish the statements, trade confirmations and other correspondence are delivered by one of the following methods: 你選擇以下其中一個方式傳送帳單、交易確認書及所有其他通訊:			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">ACCOUNT HOLDER 帳戶持有人</td> <td style="width: 50%; text-align: center;">JOINT ACCOUNT HOLDER 聯名帳戶持有人</td> </tr> </table>		ACCOUNT HOLDER 帳戶持有人	JOINT ACCOUNT HOLDER 聯名帳戶持有人
ACCOUNT HOLDER 帳戶持有人	JOINT ACCOUNT HOLDER 聯名帳戶持有人		
EMAIL 電郵	<input type="checkbox"/> Email Address 電郵地址 _____		
POST 郵寄	<input type="checkbox"/> Residential Address 住宅地址 <input type="checkbox"/> Business Address 辦公地址 <input type="checkbox"/> Other Address 其他地址 _____		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">ACCOUNT HOLDER 帳戶持有人</td> <td style="width: 50%; text-align: center;">JOINT ACCOUNT HOLDER 聯名帳戶持有人</td> </tr> </table>		ACCOUNT HOLDER 帳戶持有人	JOINT ACCOUNT HOLDER 聯名帳戶持有人
ACCOUNT HOLDER 帳戶持有人	JOINT ACCOUNT HOLDER 聯名帳戶持有人		
EMAIL 電郵	<input type="checkbox"/> Email Address 電郵地址 _____		
POST 郵寄	<input type="checkbox"/> Residential Address 住宅地址 <input type="checkbox"/> Business Address 辦公地址 <input type="checkbox"/> Other Address 其他地址 _____		
SETTLEMENT BANK DETAILS 交收銀行詳情			
Unless otherwise instructed by you, all monies payable to you are to be credited to one of the following bank accounts: 除你另行指示外，須付予你的款項將會被轉入下列其中之一的銀行帳戶:			
Name of Bank 銀行名稱	Name of Bank 銀行名稱		
Bank Account Number 銀行帳戶號碼	Bank Account Number 銀行帳戶號碼		
Name of Bank Account Holder(s) 銀行帳戶持有人名稱	Name of Bank Account Holder(s) 銀行帳戶持有人名稱		
Currency 貨幣	Currency 貨幣		
STANDING AUTHORITY 常設授權書			
<p>Pursuant to sections 5(1)(c) and 8(1) of the Securities and Futures (Client Money) Rules made under section 149 of the Securities and Futures Ordinance (Cap 571), you hereby authorize and instruct Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited to deal, from time to time, with the money received from you, received on your behalf or held on your behalf, in one or more of the following manner:</p> <p>根據證券及期貨條例(第 571 章)149 條 5(1)(c)及 8(1)節有關證券及期貨(客戶款項)規則，閣下特此授權及指示天發證券有限公司及天發期貨有限公司根據下列一種或多於一種方式，不時從閣下或代閣下收取的款項：或不時代閣下持有的款項：</p> <p>1. Pay/Transfer the money to your securities and/or futures and/or options account(s) (as the case may be) held with Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited for the purpose of trading or meeting the settlement or margin requirements (if applicable). 將款項支付/轉往閣下於天發證券有限公司及天發期貨有限公司的證券及/或期貨及/或期權帳戶(根據具體情況)以作交易之用或符合交收或按金的要求(如適用)</p> <p>2. Pay/Transfer the money to the following bank account(s) (Note: this is only necessary for payment or transfer of money to bank account(s) bearing a different name). 將款項支付/轉往下列之銀行帳戶(附註：只用於將款項支付或轉往另一銀行帳戶，而該帳戶的客戶名稱有別於閣下在本公司所設立的帳戶的名稱)</p>			

Name of Bank 銀行名稱	
Bank Account Number 銀行帳戶號碼	
Name of Bank Account Holder(s) 銀行帳戶持有人名稱	
Relationship with the Applicant(s) 與申請人的關係	
Name of Bank 銀行名稱	
Bank Account Number 銀行帳戶號碼	
Name of Bank Account Holder(s) 銀行帳戶持有人名稱	
Relationship with the Applicant(s) 與申請人的關係	

The authority given herein shall remain valid for a period of 12 months commencing from the date of this notice (as stated below). Upon expiry of a period of 12 months as aforesaid, this authority shall, unless renewed according to the Securities and Futures (Client Money) Rules, become null and void. The authority given herein may be revoked by not less than two business days notice in writing. The authority given herein supersedes all prior authorities given, if any, relating to the subject matter hereof. You hereby undertake to indemnify you against all costs expenses, liabilities, losses or damages arising out of or suffered by Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited as a result of acting in accordance with your instructions herein.

此授權書取代所有過去與此事項相關的授權書(如有)。閣下承諾，對於天發證券有限公司及天發期貨有限公司按照閣下於此文中的指示而招致的費用、開支、負債、損失或損害，閣下將作出彌償使之免受損害。此授權書之有效期為本通告發出日(如下)起計 12 個月，在本授權書的有效期限滿 12 個月時，除非根據證券及期貨(客戶款項)規則續期，否則本授權書將被視為失效，本授權書可在給予不少於 2 個營業日的書面通知而被撤銷。

THIRD PARTY AUTHORIZATION (INDIVIDUAL/ JOINT ACCOUNT HOLDER) 第三者授權申請 (個人/聯名帳戶)

Where you intend to appoint a third party other than you to operate this securities and/or futures and/or options account(s), you need to execute this section. You hereby authorize the undersigned authorized person (the "Authorized Person(s)") as your agent and attorney to act singly on your behalf to operate this securities and/or futures and/or options account(s) in every respect. You confirm, understand and acknowledge that any act or omission of the Authorized Person shall be binding on you.

假如你有意委任你以外的第三者操作本證券及/或期貨及/或期權帳戶，你必須簽訂本章節。你謹此授權於下文簽名的授權人士（"授權人"）為你的代理人及受託人可單獨一人處理及執行本證券及/或期貨及/或期權帳戶的任何運作。你確認、明白並承諾授權人所作的任何行為或不作為對於你均有約束力。

The Broker may, but not obliged to, under circumstances determined by the Broker, require from your confirmation of any of the instructions in such form as the Broker may specify before acting on the same. The Broker may refuse to act on any of the instructions in the absence of your confirmation specified by the Broker, without responsibility or liability on the Broker for such refusal or delay in acting as a result. The Broker will not be liable for any failure or delay in acting on any of the instructions by reason of any cause beyond the Broker's control. 天發可以，但非必須，在天發認為有需要的情況下，在執行有關指示前，要求你通過天發接受的方式，確認有關指示。在未有收到你以天發接受的方式的確認以前，天發有權拒絕執行有關指示，天發並不須因拒絕或延遲執行指示而負上任何責任。若未能執行或延遲執行有關指示的原因，並不在天發可以控制的範圍內，天發不須負上任何責任。

You undertake to fully and forthwith upon demand indemnify the Broker from all losses, damages, costs, expenses, obligations and liabilities whatsoever, present or future, actual or contingent, due to the Broker by you or incurred by the Broker arising from or otherwise in connection with such dealings or transactions that the Authorized Person(s) may enter with the Broker from time to time on your behalf. 你承諾天發提出要求時立即補償天發由於或有關授權人可能不時代表你處理及執行的交易事宜而蒙受及衍生的一切損失、費用、支出、義務及債務，不論它們屬於現在或未來的、或已或可能發生的。

This authorization and indemnity shall continue and remain in full force and effect until revoked by you by a written notice addressed to the Broker and received and acknowledged by the Broker, but such revocation shall not affect any liability in any way resulting from dealings or transactions initiated prior to such revocation. 本授權將持續及全面生效 直至客戶將有關的撤銷通知以書面方式送達天發並由天發加以確認，但該撤銷行動並不影響任何由該行動之前已經開始的交易於任何方面所產生的責任。

AUTHORIZED PERSON INFORMATION (IF APPLICABLE) 授權人資料 (如適用)	
Chinese Name 中文姓名	English Name 英文姓名
HKID Card No. 香港身份證號碼	Passport No. and Place of Issue 護照號碼及簽發地
Residential Address 住宅地址	
Relationship with the account holder(s) 與上述客戶之關係	
Mobile Number 手提電話	Home Telephone 住宅電話
Business Telephone 辦公電話	Fax Number 傳真號碼
Signed by the Authorized Person 授權人簽署	

SFC INVESTOR CHARACTERIZATION – IN HOUSE TRAINING RECORD 投資者分類 – 培訓紀錄

The following is used to record the in-house training on derivatives provide to clients of Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited and its wholly owned subsidiaries in order to facilitate the assessment of client's knowledge of derivatives for the purpose of "Investor Characterization" under SFC Code of Conduct. 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下的投資者分類評估，以下是天發證券有限公司及天發期貨有限公司及其全資擁有的附屬公司為客戶提供衍生產品培訓的記錄，從而協助評估客戶對於衍生產品的知識。

DISCLAIMER 聲明 (TO BE COMPLETED BY THE CLIENT) (由客戶填寫)	DISCLAIMER 聲明 (TO BE COMPLETED BY BROKER) 第二部分(由天發填寫)
<p>I confirm that training on derivatives has been provided to me. I further confirm my understanding on the features and risks of derivatives. 本人在此確認本人已接受衍生產品的培訓。本人進一步確認了解並明白衍生產品的特質以及其涉及的風險。</p> <p>Client's Signature 客戶簽署 _____ Date 日期 _____</p>	<p>I hereby confirm that an in-house training on derivatives has been provided to the client. 本人在此確認本人已經提供有關衍生產品之培訓給客戶。</p> <p>Name of AE 客戶主任姓名 _____ CE Number 中央編號 _____</p> <p>AE's Signature 客戶主任簽署 _____ Date 日期 _____</p>

DISCLAIMER 聲明

The information contained in this Account Opening Form is true and accurate. The Broker is entitled to rely fully on such information and representations for all purposes, unless the Broker receives notice in writing of any change. I/We undertake that no person will have any interest of whatsoever nature in these securities and/or futures and/or options account(s) and any transactions conducted by me/us through this securities and/or futures and/or options account(s). Otherwise, I/we shall provide the information of the ultimate beneficial owner(s) to the Broker. The Broker is authorized at any time to contact anyone, including your banks, brokers or any credit agency, for the purpose of verifying the information provided on this Account Opening Form.

本人/吾等聲明，本人/吾等為此證券及/或期貨及/或期權帳戶及經由此證券及/或期貨及/或期權帳戶進行的任何交易的最終受益人。否則，本人/吾等同意向天發提供有關最終受益人之詳細資料。本開戶表的資料均屬真實及正確。除非天發收到任何客戶資料改變的書面通知，天發完全可以依靠這些資料及陳述作任何目的。客戶授權天發可在任何時間聯絡任何人，包括客戶的銀行、經紀等任何信貸機構，藉以確定及查證本開戶表內的資料。

I/We, the undersigned, have read and understood the provisions of the attached current version of the Client Agreement of the Broker ("Agreement") of which this document forms a part. I/We hereby apply to open the above type(s) of account and agree to be bound by the Agreement (receipt of a copy whereof is hereby acknowledged by me/us) as the same may be amended from time to time. I/We acknowledge and confirm that the Broker has provided the Risk Disclosure Statements in a language of our choice (English or Chinese) and I/ we have been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if I/we wish.

本人/吾等，下述簽署人，已閱讀過及明白附上的天發最新版本的客戶協議書（"該協議書"），而本文件乃該協議書的一部份。本人/吾等現申請開立上述類別的帳戶，並同意受可不時被修改的該協議書（謹此聲明本人/吾等已收受其副本）所約束。本人/吾等確認天發已按照本人/吾等選擇的語言（中文或英文）獲提供風險披露聲明，及已獲邀閱讀該風險

披露聲明、提出問題及徵求獨立的意見，如本人/吾等有此意願。

In the event of any difference in the interpretation or meaning between the Chinese and English version of this Account Mandate, the Client and the Broker agree that the English version shall prevail.

倘若此開戶表格之中文版本與英文版本的釋義或含義有任何差異時，客戶和經紀均同意以英文版本為準。

APPLICANT'S SIGNATURE (INDIVIDUAL/JOINT ACCOUNT HOLDER) 申請人簽署 (個人/聯名帳戶持有人)

Signed by the Account Holder 帳戶持有人簽署	Signed by the Joint Account Holder 聯名帳戶持有人簽署
Name of Account Holder 帳戶持有人姓名	Name of Joint Account Holder 聯名帳戶持有人姓名
HKID Card No. / Passport No. 身份證/護照號碼	HKID Card No. / Passport No. 身份證/護照號碼
Date (dd/mm/yyyy) 日期(日/月/年)	Date (dd/mm/yyyy) 日期(日/月/年)

FOR THE BROKER USE ONLY 以下由天發填寫

ACKNOWLEDGEMENT 聲明

I/We, the licensed person(s) or any Hong Kong SFC licensed or registered person of the Broker, hereby declare and confirm that I/we have provided the Risk Disclosure Statements in a language of the above account holder's choice (English or Chinese) and invited the account holder(s) to read the Risk Disclosure Statements, ask questions and take independent advice if the account holder(s) wishes. The above account holder(s) signature(s) was / were made in my / our presence. I have also inspected the original identity of the above-named applicant. I have assessed that the type of trading account is suitable for the client (taking into consideration of client's personal circumstances including age, education background, employment, financial situation, investment objectives and strategy and investment experience etc.).

以上客戶/聯名客戶簽署乃於本人/吾等面前簽立。本人亦已核查上述申請人之身份證明文件之原本。本人/吾等為天發的持牌人員或任何香港證監會持牌人或註冊人，並謹此聲明及確認本人/吾等已按照上述客戶/聯名客戶所選擇的語言（中文或英文）提供風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見，如客戶/聯名客戶有此意願。本人已評估該交易帳戶為適合此客戶的帳戶類別（當中已考慮到客戶之個人狀況，包括年齡、教育背景、職業、財務狀況、投資目標及策略和投資經驗等）。

In the case where the client does not reside in Hong Kong, I have received from the client signed account opening agreement, Customer Information Statement and identification documents while client visited Hong Kong.

如該客戶並非在香港居住，其開戶表格、客戶資料陳述書及個人證明文件均在其來港時簽署並交予本人。

I have no reason to believe or suspect that any of the information provided by the client in the Account Opening documents is untrue or materially incomplete.

本人沒有合理原因相信或懷疑由該客戶在開戶文件中所提供的任何資料為不真實或重大地不完全。

Except as disclosed in the Customer Information Statement, I have no other family relationship with the client/authorized trader(s) of the client.

除已於客戶資料陳述書內所披露的關係外，本人與該客戶/授權人並無任何家庭關係。

Signed by the Account Executive 客戶主任簽署	Name of Account Executive 客戶主任姓名
	CE No. 中央編號
	Date (dd/mm/yyyy) 日期(日/月/年)

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Fair Eagle Futures Company Limited
天發證券有限公司
天發期貨有限公司

Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong

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Tel 電話: 2526 2538 Fax 傳真: 2981 1396 Website 網頁: www.faireagle.com. hk

Name of Client 客戶名稱

Account Number 帳戶號碼

AE Code 經紀編號

CUSTOMER INFORMATION STATEMENT

客戶資料陳述書

INDIVIDUAL / JOINT ACCOUNT

個人/聯名帳戶

Licensed corporations for

Type 1 (dealing in securities) regulated activities under the Securities and Futures Ordinance (CE Number: AAE300) and

Type 2 (dealing in futures contracts) regulated activities under the Securities and Futures Ordinance (CE Number: AAX409)

根據《證券及期貨條例》獲准從事第 1 類（證券交易）受規管活動之持牌法團（中央編號：AAE300）

及第 2 類（期貨合約交易）受規管活動之持牌法團（中央編號：AAX409）

Exchange Participants of The Stock Exchange of Hong Kong Limited

香港聯合交易所有限公司的交易所參與者

INFORMATION STATEMENT (INDIVIDUAL ACCOUNT HOLDER) 資料陳述書 (帳戶持有人)		
Chinese Name 中文姓名	English Name 英文姓名	
HKID Card No. 香港身份證號碼/Passport No. and Place of Issue 護照號碼及簽發地	Nationality 國籍	
Date of Birth (dd/mm/yyyy) 出生日期 (日/月/年)	Academic Level 教育程度	
Residential Address 住宅地址		
Type of Residence 居住物業類型 <input type="checkbox"/> Rental 租賃 <input type="checkbox"/> Owned 自置 <input type="checkbox"/> Quarter 宿舍 <input type="checkbox"/> With parents 與父母同住		
Mobile Number 手提電話	Home Telephone 住宅電話	Business Telephone 辦公電話
WORKING INFORMATION 工作資料		
Name of Current Employer 目前僱主名稱	Name of Business/Occupation 業務/職業性質	
Year(s) of Existing Employer 任職年期	Position 職稱	
Business Address 辦公地址		
FINANCIAL STATUS 財務狀況		
Annual Income 每年收入	<input type="checkbox"/> Under HK\$400,000 少於港幣 400,000 <input type="checkbox"/> HK\$1,000,001 – 5,000,000 港幣 1,000,001 – 5,000,000 <input type="checkbox"/> HK\$400,001 – 1,000,000 港幣 400,001 – 1,000,000 <input type="checkbox"/> Over HK\$5,000,000 超過港幣 5,000,000	
Personal Net Worth 個人資產淨值	<input type="checkbox"/> Under HK\$1,000,000 少於港幣 1,000,000 <input type="checkbox"/> HK\$8,000,001 - 50,000,000 港幣 8,000,001 - 50,000,000 <input type="checkbox"/> HK\$1,000,001 - 8,000,000 港幣 1,000,001 - 8,000,000 <input type="checkbox"/> Over HK\$50,000,000 超過港幣 50,000,000	
Source of Fund 資金來源	<input type="checkbox"/> Rent 租金 <input type="checkbox"/> Investment 投資 <input type="checkbox"/> Saving 儲蓄 <input type="checkbox"/> Work 工作	
Net Liquid Assets 流動資產淨值		
INFORMATION STATEMENT (APPLICABLE TO JOINT ACCOUNT HOLDER) 資料陳述書 (適用於聯名帳戶持有人)		
Chinese Name 中文姓名	English Name 英文姓名	
HKID Card No. 香港身份證號碼/Passport No. and Place of Issue 護照號碼及簽發地	Nationality 國籍	
Date of Birth (dd/mm/yyyy) 出生日期 (日/月/年)	Academic Level 教育程度	
Residential Address 住宅地址		
Mobile Number 手提電話	Home Telephone 住宅電話	Business Telephone 辦公電話
Relationship with the Account Holder 與帳戶持有人的關係		
WORKING INFORMATION 工作資料		
Name of Current Employer 目前僱主名稱	Name of Business/Occupation 業務/職業性質	
Year(s) of Existing Employer 任職年期	Position 職稱	
Business Address 辦公地址		
FINANCIAL STATUS 財務狀況		
Annual Income 每年收入	<input type="checkbox"/> Under HK\$400,000 少於港幣 400,000 <input type="checkbox"/> HK\$1,000,001 – 5,000,000 港幣 1,000,001 – 5,000,000 <input type="checkbox"/> HK\$400,001 – 1,000,000 港幣 400,001 – 1,000,000 <input type="checkbox"/> Over HK\$5,000,000 超過港幣 5,000,000	
Personal Net Worth 個人資產淨值	<input type="checkbox"/> Under HK\$1,000,000 少於港幣 1,000,000 <input type="checkbox"/> HK\$8,000,001 - 50,000,000 港幣 8,000,001 - 50,000,000 <input type="checkbox"/> HK\$1,000,001 - 8,000,000 港幣 1,000,001 - 8,000,000 <input type="checkbox"/> Over HK\$50,000,000 超過港幣 50,000,000	
Source of Fund 資金來源	<input type="checkbox"/> Rent 租金 <input type="checkbox"/> Investment 投資 <input type="checkbox"/> Saving 儲蓄 <input type="checkbox"/> Work 工作	
Net Liquid Assets 流動資產淨值		

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INVESTMENT EXPERIENCE 投資經驗				
Type of Investment 投資類別	Details 資料		Account Holder 帳戶持有人	Joint Account 聯名帳戶
Securities 股票	Number of years 年資	<ul style="list-style-type: none"> ● No experience ● Less than 1 year ● 1 – 5 years ● More than 5 years 	<input type="checkbox"/>	<input type="checkbox"/>
	Average transaction trading size per trade (in HKD) 平均交易股票金額(港元)	<ul style="list-style-type: none"> ● <1,000,000 ● 1,000,000 -5,000,000 ● 5,000,001 -10,000,000 ● >10,000,000 	<input type="checkbox"/>	<input type="checkbox"/>
	Average number of transaction per year 每年平均交易宗數	<ul style="list-style-type: none"> ● < 50 ● 50 - 100 ● >100 	<input type="checkbox"/>	<input type="checkbox"/>
Futures Contracts 期貨合約	Number of years 年資	<ul style="list-style-type: none"> ● No experience ● Less than 1 year ● 1 – 5 years ● More than 5 years 	<input type="checkbox"/>	<input type="checkbox"/>
	Average margin size per trade (in HKD) 平均每宗交易按金額(港元)	<ul style="list-style-type: none"> ● < 10,000 ● 10,000 -50,000 ● 50,000 -250,000 ● >250,000 	<input type="checkbox"/>	<input type="checkbox"/>
	Average number of transaction per year 每年平均交易宗數	<ul style="list-style-type: none"> ● < 50 ● 50 - 100 ● >100 	<input type="checkbox"/>	<input type="checkbox"/>
Options Contracts 期權合約	Number of years 年資	<ul style="list-style-type: none"> ● No experience ● Less than 1 year ● 1 – 5 years ● More than 5 years 	<input type="checkbox"/>	<input type="checkbox"/>
	Average Transaction trading size per trade (in HKD) 平均交易期權金額 (港元)	<ul style="list-style-type: none"> ● <10,000 ● 10,000-50,000 ● 50,000-250,000 ● >250,000 	<input type="checkbox"/>	<input type="checkbox"/>
	Average number of transaction per year 每年平均交易宗數	<ul style="list-style-type: none"> ● < 50 ● 50 - 100 ● >100 	<input type="checkbox"/>	<input type="checkbox"/>

Bond and Fixed Income 債券及 定息產品	Number of years 年資	<ul style="list-style-type: none"> ● No experience ● Less than 1 year ● 1 – 5 years ● More than 5 years 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Average transaction amount per trade (in HKD) 平均交易金額(港元)	<ul style="list-style-type: none"> ● <1,000,000 ● 1,000,000 -5,000,000 ● 5,000,001 -10,000,000 ● >10,000,000 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Average number of transaction per year 每年平均交易宗數	<ul style="list-style-type: none"> ● <10 ● 10 - 50 ● >50 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

INVESTMENT PERIOD (YOU CAN CHOOSE MORE THAN ONE) 投資期限 (可選擇多於一項)

Short Term (Less than 1 year) 短線 (不足 1 年) Medium Term (1 – 5 years) 中線 (1-5 年) Long Term (More than 5 years) 長線 (5 年以上)

INVESTMENT OBJECTIVE (YOU CAN CHOOSE MORE THAN ONE) 投資目標 (可選擇多於一項)

Income 收益 Speculation 投機 Capital Gain 資本增長 Hedging 對沖

RISK APPETITE (YOU CAN CHOOSE MORE THAN ONE) 風險偏好 (可選擇多於一項)

Risk Averse 趨避風險 Balanced investment 平衡投資 Risk taker 容忍風險

KNOWLEDGE OF DERIATIVE PRODUCTS 衍生工具知識

Have you ever undergone training or attended courses on derivative products?
你是否曾接受有關衍生工具的培訓或參加相關的課程?

Yes 是 No 否

Do you have current or previous work experience related to derivative products?
你現時或以前的工作內容是否與衍生工具有關?

Yes 是 No 否

You confirm that the training on derivatives has been provided to you by Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited. You further confirm your understanding on the features and risks of derivatives. 你確認你已接受由天發證券有限公司及天發期貨有限公司提供的衍生產品的培訓。你進一步確認你了解並明白衍生產品的特質以及其涉及的風險。

Yes 是 No 否

OTHER INFORMATION 其他資料

Introducer's Name 介紹人姓名

Is/Are the Client(s) citizen(s), green card holder(s) or passport holder(s) of United States of America? 客戶是否美國公民、綠卡持有人或護照持有人?

No 否 Yes (please specify) 是(謹請說明) _____

Does/Do the Client(s) live or work in United States of America? 客戶是否居住在美國或在美國工作?

No 否 Yes (please specify) 是(謹請說明) _____

Is/Are the Client(s) a senior officer(s) or director(s) or in control of any company whose shares are traded on any exchange or market?

客戶是否任何上市公司之高級行政人員或董事或控制上市公司之人士，而該公司之股份在交易所或市場買賣?

No 否 Yes (please specify) 是(謹請說明) _____

Is/Are the Client(s) a relative(s) of any directors or employees of Fair Eagle or any of its subsidiaries/holding companies?

客戶是否天發或其附屬或母公司之任何董事或僱員之親屬?

No 否 Yes (please specify) 是(謹請說明) _____

Does/Do the Client(s), Client's(s') spouse or any company controlled by the Client(s) (35% or more voting rights or ownership) maintain any other account(s) with Fair Eagle? 客戶、客戶之配偶或任何客戶所控制之公司(持有 35%以上之投票權或擁有權)現時是否持有其他之天發帳戶?

No 否 Yes (please specify) 是(謹請說明)_____

Is/Are the Client(s) a Licensed/Registered Person(s) under the Securities and Futures Commission or an employee(s) of an Exchange Participant?

上段提述之客戶是否證監會持牌/註冊人士或聯交所參與者的職員?

No 否 Yes (please specify and Please attach consent letter) 是(謹請說明並請提供僱主同意書)_____

Is/Are the Client(s) ultimate instruction originator(s) or beneficial owner(s) of the Account? 客戶是否帳戶之最終發出指示人或實益擁有人?

Yes 是

No – please arrange for each of the ultimate instruction originator(s) and beneficial owner(s) to complete and return a separate Account Mandate and specify details of each Authorized Person. 否 - 請安排每一位發出指示人及實益擁有人填寫及交回一份開戶表格，並詳細列出每個授權人士的資料

Where does/do the Client(s) get to know Fair Eagle? 客戶從何渠道認識天發?

Please specify 謹請說明_____

APPLICANT'S SIGNATURE (INDIVIDUAL/JOINT ACCOUNT HOLDER) 申請人簽署 (個人/聯名帳戶持有人)

The information contained in this Customer Information Statement is true and accurate. The Broker is entitled to rely fully on such information and representations for all purposes, unless the Broker receives notice in writing of any change. The Broker is authorized at any time to contact anyone, including your banks, brokers or any credit agency, for the purpose of verifying the information provided on this Customer Information Statement.

本客戶資料陳述書的資料均屬真實及正確。除非天發收到任何客戶資料改變的書面通知，天發完全可以依靠這些資料及陳述作任何用途。客戶授權天發可在任何時間聯絡任何人，包括客戶的銀行、經紀等或任何信貸機構，藉以確定及查證本客戶資料陳述書內的資料。

In the event of any difference in the interpretation or meaning between the Chinese and English version of this Customer Information Statement, the Client and the Broker agree that the English version shall prevail.

倘若此客戶資料陳述書之中文版本與英文版本的釋義或含義有任何差異時，客戶和天發均同意以英文版本為準。

Signed by the Account Holder

帳戶持有人簽署

Signed by the Joint Account Holder

聯名帳戶持有人簽署

Name of Account Holder 帳戶持有人姓名

Name of Joint Account Holder 聯名帳戶持有人姓名

HKID Card No. 香港身份證號碼/Passport No. and Place of Issue 護照號碼及簽發地

HKID Card No. 香港身份證號碼/Passport No. and Place of Issue 護照號碼及簽發地

Date (dd/mm/yyyy) 日期(日/月/年)

Date (dd/mm/yyyy) 日期(日/月/年)

For the Broker use only 以下由天發填寫

The above account holder(s) signature(s) was/were made in my/our presence. 以上客戶/聯名客戶簽署乃於本人/吾等面前簽立。

Signed by the Account Executive 客戶主任簽署

Name of Account Executive 客戶主任姓名

CE No. 中央編號

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ADDITIONAL RISK DISCLOSURE STATEMENT

附加風險披露聲明書

To 致: Fair Eagle Securities Company Limited 天發證券有限公司
Fair Eagle Futures Company Limited 天發期貨有限公司

Date 日期: _____

Account Name 賬戶名稱: _____

Account Number 賬戶號碼: _____

Risk of Securities Trading 買賣證券之風險

1. Volatility risk 波幅風險

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. 證券價格可能會非常波動。個別證券價格可升可跌, 甚至變為毫無價值。買賣證券未必一定能夠取得盈利, 反而可能招致損失。

Risk of Trading Futures and Options 買賣期貨合約及期權之風險

1. Volatility risk 波幅風險

The risk exposures of trading futures contracts and options are substantial. In some circumstances, investors may sustain losses in excess of the investors'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. Investors should inform itself of exercise and expiration procedures and its rights and obligations upon exercise or expiry. 買賣期貨合約或期權之虧蝕風險可以極大。在若干情況下, 投資者所蒙受之虧蝕可能會超過客戶最初存入之保證金數額。即使投資者設定了備用指示, 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。

2. Expiry considerations 有效期的考慮

Investors may be called upon with short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the investors's position may be liquidated. Investors will remain liable for any resulting deficit in the account. Investors should therefore study and understand futures and options contracts before trading and the exercise and expiration procedures and its rights and obligations upon exercise or expiry. 投資者可能會在短時間內被要求存入額外之保證金。假設未能在指定之時間內提供所需數額, 投資者之未平倉合約可能會被平倉, 而投資者仍然要對戶口內任何因此而出現之短欠數額負責。客戶在買賣前應研究及理解期貨合約及期權, 以及客戶在行使期權及期權到期時的權利及責任。

Risk of Trading Growth Enterprise Market Stocks 買賣創業板股份之風險

1. Volatility and illiquid risk 波幅及流通量風險

Growth Enterprise Market (GEM) stocks involve a high investment risk. GEM stocks may be very volatile and illiquid. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. 創業板股份涉及高投資風險, 股價可能非常波動及流通性很低。創業板市場的較高風險性質及其它特點, 意味著這個市場較適合專業及其它熟悉投資技巧的投資者。

Risk of Trading Derivative Warrants (“DWs”) 買賣衍生權證的風險

1. Issuer default risk 發行人失責風險

In the event that a DW 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 DW issuers. 倘若衍生權證發行人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，對發行人任何資產均無優先索償權。因此，投資者須特別留意衍生權證發行人的財力及信用。

2. Uncollateralized product risk 非抵押產品風險

Uncollateralized DWs 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 uncollateralized. 非抵押衍生權證並沒有資產擔保。倘若發行人破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

3. Gearing Risk 槓桿風險

DWs 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 DW may fall to zero resulting in a total loss of the initial investment. 衍生權證是槓桿產品，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，衍生權證的價值可以跌至零，屆時當初投資的資金將會盡失。

4. Expiry considerations 有效期的考慮

DWs 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. 衍生權證設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

5. Extraordinary price movements 特殊價格移動

The price of a DW 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 theoretical price. 衍生權證的價格或會因為外來因素(如市場供求) 而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6. Foreign exchange risk 外匯風險

Investors trading DWs 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 DW price. 若投資者所買賣衍生權證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，連帶影響衍生權證的價格。

7. Liquidity risk 流通量風險

The Stock Exchange of Hong Kong Limited requires all DW 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. 香港聯合交易所有限公司規定所有衍生權證發行人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。

8. Time decay risk 時間損耗風險

All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs 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。

9. Volatility risk 波幅風險

Prices of DWs 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伸波幅而升跌，投資者須注意相關資產的波幅。

Risk of Trading Call able Bull/Bear Contracts (CBBCs) 買賣牛熊證 的風險

1. Issuer default risk 發行商失責風險

In the event that a CBBC 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 CBBC issuers. 倘若牛熊證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，投資者須特別留意牛熊證發行商的財力及信用。

2. Uncollateralized product risk 非抵押產品風險

Uncollateralized CBBCs 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 uncollateralized. 非抵押牛熊證並沒有資產擔保。倘若發行商破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

3. Gearing risk 槓桿風險

CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a CBBC may fall to zero resulting in a total loss of the initial investment. 牛熊證是槓桿產品，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，牛熊證的價值可以跌至零，屆時當初投資的資金將會盡失。

4. Expiry considerations 有效期的考慮

CBBCs 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. 牛熊證設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

5. Extraordinary price movements 特殊價格移動

The price of CBBC 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. 牛熊證的價格或會因為外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6. Foreign exchange risk 外匯風險

Investors trading CBBCs 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 CBBC price. 若投資者所買賣牛熊證的相

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，連帶影響牛熊證的價格。

7. Liquidity risk 流通量風險

The Stock Exchange of Hong Kong Limited requires all CBBC 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. 香港聯合交易所有限公司規定所有牛熊證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。

8. Mandatory call risk 強制收回風險

Investors trading CBBC should be aware of their in traday “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）。

9. 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。

Risks of Trading Structured Products 交易結構性產品的一些相關風險

1. Issuer default risk

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

Note: “Issuers Credit Rating” showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants section, under CBBCs section and under Inline Warrants section on the HKEX market website.

發行商失責風險

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

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

2. Uncollateralised product risk

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

非抵押產品風險

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

3. Gearing risk

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

The level of gearing embedded in an inline warrant depends on a variety of factors including but not limited to time-to-expiry and spot price of the underlying asset compared to the lower and upper strike prices. An inline warrant will be expected to have a high effective gearing when trading price close to the lower or upper strike price, and a relatively low effective gearing in other cases. These differences in effective gearing are amplified when inline warrants are close to expiry.

槓桿風險

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，衍生權證及牛熊證的價值可以跌至零，屆時當初投資的資金將會盡失。

界內證的實際槓桿比率取決於一系列因素，包括（但不限於）界內證距離到期的時間長短以及掛鈎資產現貨價比較於行使價上限及下限的差距。一般預期界內證於成交價接近行使價上限或下限價時的實際槓桿比率較高，否則於其他情況相對較低，而這些實際槓桿比率的差異於界內證臨近到期時尤為明顯。

4. Expiry considerations

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

有效期的考慮

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

5. Extraordinary price movements

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

特殊價格移動

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

6. Foreign exchange risk

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

外匯風險

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。

7. Liquidity risk

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

流通量風險

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。

Some Additional Risks Involved in Trading Inline Warrants 買賣界內證的一些額外風險

1. Pricing structure

The pricing structure of the inline warrants requires investors to assess accurately the value of the inline warrants in relation to the expected probability of the valuation of underlying asset falling within the range between the upper strike price and the lower strike price (both inclusive). It may be difficult for investors to properly value and/or to use as a hedging tool.

定價結構

界內證的定價結構需要投資者就掛鈎資產估值處於上限價與下限價（兩者均包括在內）之間的價格範圍內的預期可能性準確評估界內證的價值。投資者可能難以適當地評定其價值及／或將其用作對沖工具。

2. Maximum potential payoff is capped

If the valuation of underlying asset falls within or at the price range between the lower strike price and the upper strike price (both inclusive), investors will only receive a maximum payoff of HK\$1 per inline warrant at expiry. Therefore, the potential payoff is capped.

固定最高潛在回報

倘掛鈎資產估值處於下限價與上限價（兩者均包括在內）之間的價格範圍內，投資者只會在到期時獲得每份界內證的最高回報 1 港元。因此，界內證的潛在回報是設有上限的。

3. Cancellation of trade above HK\$1

Due to the pre-determined fixed maximum payment at expiry of HK\$1, an inline warrant should not be traded above HK\$1. Any trades executed at the price above HK\$1 shall not be recognized and will be cancelled by the Exchange.

超過 1 港元的交易將被取消

由於界內證的回報上限為固定金額（每證 1 港元），因此界內證的交易價格不應高於回報上限 1 港元。所以，任何高於 1 港元的界內證交易將被取消，且不獲聯交所承認。

Risk of Trading Exchange Traded Funds (ETFs) 買賣交易所買賣基金的風險

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。

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。)

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。

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。

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 will 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。

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

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

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its bench mark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern. 採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分(而不是全部的)相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具交易所買賣基金，其交易對手風險通常不是太大問題。

(b) Synthetic replication strategies 綜合複製策略

ETFs utilizing synthetic replication strategy use swaps or other derivative instruments to gain exposure to a bench mark. Currently, synthetic replication ETFs can be further categorized into two forms 採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現。現時，採取綜合複製策略的交易所買賣基金可再分為兩種：

- (i) **Swap-based ETFs** 以掉期合約構成
- Total return swaps allow ETF managers to replicate the bench mark performance of ETFs without purchasing the underlying assets. 總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。
 - Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default of fail to honor their contractual commitments. 以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。
- (ii) **Derivative embedded ETFs** 以衍生工具構成
- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant bench mark. 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 honour 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。
- (c) It is the issuer/counterparty to pay interest and repay principal of the products. If the issuer/counterparty defaults, the holder of the products may not be able to receive back the interest and principal. The holder of the products bears the credit risk of the issuer/counterparty and has no recourse to HFAM unless HFAM is the issuer itself. 交易所買賣基金的利息和本金是由發行者償還，基金持有人須承擔發行者的信貸風險。如果發行者不履行契約，基金持有人可能無法取回基金的利息和本金。在此情況下，基金持有人不能向 HFAM 追討任何賠償，除非 HFAM 本身為該基金之發行者。

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。

Specific Risks and Information 特定風險及資料

Definition of Hedge Fund 對沖基金的定義

The term "hedge fund" although commonly used, has no precise legal or universally accepted definition. The term identifies an entity that holds a pool of securities and perhaps other assets, including futures, whose securities offerings are not registered under the Securities Act of 1933, as amended (the "1933 Act") and which is not registered as an investment company under the Investment Company Act of 1940, as amended (the "1940 Act") in reliance on an exemption contained in Section 3(c) (1) or 3(c)(7) thereunder. Many of the Private Funds we may introduce to you falls within this general definition of a "hedge fund." 「對沖基金」一詞雖被普遍使用，但此詞並無精確的法律或公認的定義。該詞涵蓋持有大量證券、也可能是其他資產（包括期貨）

的實體，而該實體所發行的證券並未根據 1933 年證券法（經修訂）（「1933 年法案」）登記，且該實體並未依據 1940 年投資公司法（經修訂）（「1940 年法案」）第 3(c) (1) 或 3(c)(7) 條所載的豁免條款登記為投資公司。我們可能會向您介紹的許多私募基金均符合「對沖基金」的一般性定義。

1. Risk Factors and Conflicts 風險因素及衝突

The identification of attractive investment opportunities is difficult and involves a significant degree of uncertainty. An investment in a Private Fund or an equity security or debt instrument issued by a corporate issuer, involves substantial risk and there is no guarantee against loss. There can be no assurance that any security will achieve its investment objectives. There exists a possibility that an investor could suffer a substantial or total loss as a result of an investment in a privately placed security. Prospective investors should be aware of the substantial risks of investing in any privately placed security, including investments in a hedge fund. Any person considering an investment in a privately placed security, must, either individually or together with his advisors, have the financial sophistication and expertise to evaluate the merits and risks of investing in such security. The risks and conflicts associated with an investment in any privately placed security, should be carefully considered before determining whether to invest. Among the more significant risks and conflicts that are present in an investment in privately placed securities are the following, but are not all inclusive 識別具吸引力的投資機會是具難度的，且涉及重大的不確定性。投資於私募基金或公司發行人發行的股本證券或債務工具附帶重大風險，且不保證不會遭受虧損。我們無法保證任何證券將實現其投資目標。投資者有可能因投資於私人配售證券而蒙受重大或全部虧損。有意投資者應知悉投資於任何私人配售證券（包括投資於對沖基金）的重大風險。考慮投資於私人配售證券的任何人士，其個人或連同其顧問都必需具備金融經驗及專業知識以對投資於該等證券的優點與風險作出評估。在決定是否投資於任何私人配售證券之前，投資者應仔細考慮與該投資相關的風險及衝突。以下我們為閣下列舉（但不包括全部）投資於私人配售證券所具有的重大風險及衝突：

Lack of Protection under the Securities Laws. Privately placed securities have not been registered under the 1933 Act. Private Funds are generally not registered as “investment companies” under the Investment Company Act of 1940, as amended. The general partners and/or trading managers of such Private Funds may not be registered as investment advisers under the Investment Advisers Act of 1940, as amended, or under applicable state securities laws.. Likewise, the Issuers of the corporate equity securities and debt instruments for which we may serve as the private placement agent, may not have registered their securities under the Securities Act of 1933, as amended, or under applicable state securities laws, and/or become public reporting companies under the Securities Exchange Act of 1934, as amended. By definition, the subject equity securities and debt instruments that may be offered to you may not be publicly traded. As a result, investors in such Private Funds, or purchasers of such corporate equities and debt instruments, may not be accorded the protective measures provided by such legislation. 缺乏證券法例的保護。私人配售證券並未根據 1933 年法案登記。私募基金通常不會根據 1940 年法案登記為「投資公司」。有關私募基金的普通合夥人及／或交易經理未必會根據 1940 年投資顧問法（經修訂）或根據適用於該地區的證券法例登記為投資顧問。同樣地，我們可能為並未根據 1933 年證券法（經修訂）或適用於該地區證券法例為其證券登記的的公司股本證券及債務工具的發行人，及／或未登記成為 1934 年證券交易法（經修訂）下的「公開申報公司」的股本證券及債務工具的發行人擔任私人配售代理。顯然地，我們可能會為閣下就不會公開交易的股本證券及債務工具提供邀約。因此，有關私募基金的投資者或有關公司股票及債務工具的購買者未必會獲得有關法例規定的保護。

2. Principal Contracts 本金合約

Certain Private Funds may be authorized to trade in principal contracts, including swaps and other derivative instruments that may not be regulated. Therefore, no protections are afforded under the applicable commodities laws. 某些私募基金可能獲准以本金合約交易（包括掉期及可

能不受規管的其他衍生工具)。因此，該等私募基金不會獲得相關商品法例的保護。

3. Risk of Particular Investments 特定投資的風險

The general partners and/or trading managers of Private Funds, on behalf of such funds, may, unless otherwise specified in its offering memorandum, purchase low rated or unrated debt securities, foreign securities, or invest in privately offered or restricted securities. Such investments may involve greater volatility and more risk of principal and income; result in higher costs; be illiquid; and not be subject to exchange rules. 除非私募基金的發售章程另有訂明，否則私募基金的普通合夥人及／或交易經理可能代表該基金購買評級較低或未獲評級的債務證券、外國證券或投資於私人發售或受限制的證券。有關投資可能涉及較高的波動性，且本金及收益可能面臨較高的風險；有可能導致成本增加；流動性不足；及不受交易條例規限。

4. Use of Leverage 使用槓桿

If applicable to any fund represented by the Company, the use of margin in Private Fund investment activities can exacerbate losses. 倘適用於本公司所代理的任何基金，於私募基金投資活動中使用的保證金有可能加大損失。

5. Short Sales 沽空

The general partners and/or trading managers of Private Funds may engage in short sales in which there is no limit to the amount of potential loss. 私募基金的普通合夥人及／或交易經理可能進行沽空。在該情況下，潛在虧損的金額不受限制。

6. Futures 期貨

The general partners and/or trading managers of certain authorized Private Funds may employ futures as part of their investments for their funds. Futures markets are highly volatile and relatively small price movements may result in substantial losses. 某些獲授權的私募基金的普通合夥人及／或交易經理可能將部分基金投資於期貨。期貨市場較為波動，較小的價格變動亦可能導致重大虧損。

7. Options 期權

The general partners and/or trading managers of certain authorized Private Funds may engage in the trading of options. Options are speculative and, often, are highly leveraged. 某些獲授權的私募基金的普通合夥人及／或交易經理可能進行期權交易。期權具有投機性，且通常具有較高水平的槓桿。

8. Derivatives 衍生品

The general partners and/or trading managers of certain authorized Private Funds may cause their funds to invest in derivative financial instruments that are subject to a variety of risks including counter-party, basis, interest-rate, settlement, legal and operational risks. 某些獲授權的私募基金的普通合夥人及／或交易經理可能使其基金投資於衍生金融工具，該等金融工具可能承受多樣化的風險（包括有關交易對手、基準、利率、結算、法律及營運等風險）。

9. Substantial Fees and Expenses 高額費用及開支

Investors in Private Funds are frequently subject to substantial expenses. In addition, investors may be subject to a profit share allocation with respect to unrealized gains that may never be realized. Prospective investors should read the applicable Private Fund's confidential Private Placement Memorandum for specific information about the amount of such expenses and profit share allocation before making an investment. 私募基金的投資者通常承擔重大開支。此外，投資者或會面臨就從來沒有變現的未變現收益進行利潤分配。投資者於作出投資前應閱讀有關私募基金的保密私人配售章程，以了解有關開支及利潤分配的詳細資料。

10. Activities of Affiliates 關聯方活動

The general partners and/or trading managers of Private Funds, and affiliates of Issuers of privately placed securities, may have arrangements with affiliates thereof that could pose conflicts of interests. These conflicts may include, without limitation, an allocation of the same securities, options, derivative instruments, futures, etc. by certain general partners and/or trading managers of Private Funds of portions of their Private Funds to affiliates to purchase or sell the same investments and/or to execute orders on behalf of the subject Private Fund and other accounts that it or another affiliate may manage. Investors should always carefully review the “conflicts of interest” section in the confidential Private Placement Memorandum of the Private Fund or the Issuer of the privately placed investment in which they are considering an investment. 私募基金的普通合夥人及／或交易經理及私人配售證券發行人的關聯方可能與其關聯方達成安排，從而可能造成利益衝突。該等衝突可能包括（但不限於）私募基金的某些普通合夥人及／或交易經理向關聯方分配屬於其私募基金部分的相同證券、期權、衍生工具、期貨等，以由相關關聯方代表相關私募基金及其或另一關聯方管理的其他賬戶購買或出售相同的投資及／或執行訂單。投資者於投資前應細閱其考慮投資的私募基金或私人配售投資發行人的保密私人配售章程的「利益衝突」一節。

11. Other Advisors 其他顧問

Certain general partners and/or trading managers may allocate a portion or all of the assets of their Private Fund to independent advisors who have total investment discretion over those assets. Speculative Position Limits. Limits established by the general partners and/or trading managers of certain Private Funds on maximum net long or net short positions may affect the positions held by such Private Equity Fund in order to avoid exceeding those limits. 私募基金的某些普通合夥人及／或交易經理可能將其私募基金的部分或全部資產分配予獨立顧問，而該顧問可能對該等資產擁有全部的投資酌情權。投機性資產限制。某些私募基金的普通合夥人及／或交易經理對最大淨多頭或淨空頭持倉設定限制，而該等限制或會影響該私募股權基金的持倉。

12. Illiquidity 流動性不足

Interests in privately placed securities, including an investment in a Private Fund, may be acquired for investment purposes only and are subject to transferability and resale restrictions. 於私人配售證券的權益（包括私募基金的投資）可能僅購買作投資用途，並可能受到可轉讓性及轉售限制。

13. Non-U.S. Trading 非美國交易

If applicable to any Private Fund represented by the Company, securities traded outside the U.S. involve a variety of risks that may include fluctuations in the exchange rate, currency risk, illiquidity, potentially higher costs, lack of investor protection and disclosure. 倘適用於本公司代理的任何私募基金，於美國境外買賣的證券涉及多種風險，可能包括匯率波動、貨幣風險、流動性不足、成本可能上升、缺乏投資者保護及披露要求。

The foregoing does not purport to be a complete explanation of all the risks and conflicts associated with an investment in privately placed securities. Prospective investors should read all of the information set forth in the relevant confidential private offering memorandum and particularly the sections entitled “Investment Considerations and Risk Factors”. Investors in Private Funds should also review those sections dealing with such funds’ trading operations, charges and fees, transaction costs, and use of soft dollars. 上文並非旨在完整地說明投資於相關私人配售證券的所有風險及衝突。投資者在投資前應閱讀保密私人發售章程所載的所有資料，特別是「投資考慮因素及風險因素」等章節。私募基金的投資者亦應審閱有關基金的交易營運、收費及費用、交易成本及使用非金錢利益等有關的章節。

Acknowledge the understanding of the risks associated with DWs, CBBCs, ETFs and specific risks and information by Client, understood and accepted the contents of the Additional Risk

Disclosure Statement. 客戶確認了解與衍生權證、牛熊證、交易所交易基金相關的風險以及特定風險及資料，並已明白和接受其內容。

Acknowledge the understanding of this Additional Risk Disclosure Statement are drawing in English and Chinese Languages, all two versions being equally authenticated. In the event of inconsistency or conflict arising in the interpretation of document and Agreement, the English language version shall deem to be conclusive and prevail. 客戶明白及確認本附加風險披露聲明書是以中英文版本擬定，兩種語言版本均具同等效力。當中英文版本有爭議或差異時，應以英文版本解譯並視為確實及具最終效力。

Client's Signature(s) 客戶簽署

Name of Client 客戶姓名: _____

(To be signed by all account holders in case of joint account 如屬聯名賬戶，所有聯名賬戶持有人必須簽署)

天發證券有限公司

Fair Eagle Securities Company Limited

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Tel : 2526 2538 Fax : 2981 1396

親愛的客戶

關於：現金客戶協議書之補充協議

有關天發證券有限公司與閣下所定立的現金協議書(“該現今客戶協議書”)，為了容許閣下在申請新上市和 / 或發行證券時使用本公司所提供之信貸融資，有需要透過在該現今客戶協議書的第五條後增設下列第 5A、5B、5C 及 5D 條款，已修訂該現金客戶協議書。

5A 新上市證券

1. 若本人 / 吾等要求並授權閣下作為本人 / 吾等代理人及為本人 / 吾等或其他任何人士的你亦申請於聯交所新上市或新發行的證券，為了閣下的利益本人 / 吾等保證閣下有權代表本人 / 吾等作出該等申請。
2. 本人 / 吾等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在之管轄新上市和 / 或發行證券及其申請之全部條款和條件。
3. 本人 / 吾等茲向閣下作出新上市和 / 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。
4. 本人 / 吾等茲進一步聲明和保證，並授權閣下通過任何申請表格（或以其他方式）向交易所和任何其他適合人士披露和保證，為受益與本人 / 吾等或本人 / 吾等在申請載明的受益人士，閣下作為本人 / 吾等代理人作出於交易所新上市和 / 或發行的證券的任何申請是本人 / 吾等或閣下代表本人 / 吾等作唯一的申請。本人 / 吾等確認並接受，閣下作為本人 / 吾等代理作出的有關申請而言，閣下和有關證券的發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或人士會依賴上述聲明和保證。
5. 本人 / 吾等確認，倘若未上市除證券買賣外未有從事其他業務，本人 / 吾等對該公司具有法定控制權力，則該公司作出於交易所新上市和 / 或發行的證券的任何申請應被視為本人 / 吾等的利益而作出的。
6. 本人 / 吾等承認明白，證券申請法律和監管規定及市場慣例不是會改變，而任何一種新上市或新發行證券的規定亦會改變。本人 / 吾等承諾，按法律和監管規定及市場慣例的要求個（閣下可按不是絕對的酌情權決定），向閣下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。
7. 本人 / 吾等明白，閣下或其代理人代表本人 / 吾等和 / 或閣下之其他客戶作出大額申請可包括本人 / 吾等申請任何一種於交易所新上市和 / 或發行的證券，本人 / 吾等確定並同意：
 - 該大額申請可能會因與本人 / 吾等或本人 / 吾等申請無關的理由已被拒絕，閣下和其代理人無需就該拒絕本人 / 吾等或任何其他人士負上責任；

- 倘若該大額申請因聲明和保證被違反任何與本人 / 吾等有關的理由而被拒絕，本人 / 吾等將向閣下作出任何損失、費用、索償、債務或開支的賠償。本人 / 吾等確認本人 / 吾等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
- 倘若該大額申請只獲部份發售，本人 / 吾等同意閣下可按其絕對酌情權決定分配所獲得有關證券的方式，包括在所有參加大額申請的客戶更平均分配有關證券。本人 / 吾等不得就有關申請對當時所分配的有關證券的數額或優先次序提出異議。

5B 信貸融資

1. 倘若閣下同意應本人 / 吾等的要求，就本人 / 吾等為其本身或任何其他人士申請在交易所新上市及 / 或發行證券而向本人 / 吾等批授信貸融資（**融資**），閣下可向本人 / 吾等提供不超越閣下不是通知本人 / 吾等的信用額的融資。儘管有已通知本人 / 吾等的信用額，閣下仍可有酌情權向本人 / 吾等提供超過信用限額的融資，而本人 / 吾等亦同意本人 / 吾等有責任在接獲要求時悉數付還該項融資。該項融資並可由閣下根據其絕對酌情權不時予以更改或終止。
2. 只要本人 / 吾等對閣下存有任何債務，閣下將有權在任何時候及不時拒絕本人 / 吾等從本人 / 吾等的戶口提取任何或所有抵押品（定義見以下第 5B.8 條）；及在未獲得閣下事先書面同意之前，本人 / 吾等將不能從本人 / 吾等戶口提取任何部份或全部抵押品。
3. 本人 / 吾等當同意為自己獲得的融資支付利息，及利息將逐一計算，利率則由閣下不時通知本人 / 吾等。
4. 儘管有第 4.3 條的規定，本人 / 吾等以實際利益擁有人的身份，僅此授權及同意以第一固定抵押方式向閣下抵押所有本人 / 吾等與抵押品各種權利、所有權、利益及權益，以作為持續的抵押品（**抵押**），以便本人 / 吾等在接獲要求後償付本人 / 吾等可能欠閣下的所有款項及債務（絕對或有的），及本人 / 吾等在現時或將來履行本協議下可能到期，所欠或招致的義務，或本人 / 吾等不論於任何戶口或任何種形式而欠閣下的債項（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，以及在閣下記錄中所列的任何佣金、法律或其他費用、收費及開支。本人 / 吾等僅此同意閣下可處置抵押品，以付還本人 / 吾等欠閣下的任何債項。
5. 當本人 / 吾等不可撤銷地全數付清所有可能應支付或成為應支付的款項，及已全部履行本人 / 吾等在本協議下的義務後，閣下將會在本人 / 吾等要求下及支付所需費用後，向本人 / 吾等發還閣下在抵押品的所有權利、所有權和權益，並會就本人 / 吾等為妥善處理該項發還而要求其作出指令和指示的行事。
6. 儘管有第 4.3 條規定，本人 / 吾等僅此授權及同意閣下可：
 - 依據證券借貸協議運用任何有關本人 / 吾等的抵押品；
 - 上任何有關抵押品存放於認可財務機構，作為提供予閣下的財務通用的抵押品；或
 - 將任何有關抵押品存放於：
 - i. 認可結算所；或
 - ii. 另一獲發牌或獲註冊進行證券交易的中介人；或
 - iii. 另一再不是應用法律及規則准許下的公司或機構，作為解除閣下在交收上的義務和清償閣下在交收上的法律責任的抵押品。

本條下的常設授權將由本協議日期起計僅 12 個月內仍然有效，倘若閣下有關授權屆滿前最少 14 天向本人 / 吾等作出書面通知，而本人 / 吾等在當時現有的授權屆滿日期前不反對續訂，則本條下的常設授權可根據本條所定的相同條款及條件當作為續訂，隨後的期限將不超過 12 個月。本人 / 吾等亦可隨時透過向閣下作出最少 14 天的事先書面撤銷通知書撤銷本授權，惟在本人 / 吾等欠閣下任何未付清負債的情況下，有關撤銷將高無效。

7. 本人 / 吾等明白，閣下將不計利息向本人 / 吾等退還本人 / 吾等未能成功申請於交易所新上市和 / 或發行的證券的款項（**該退還款項**）。本人 / 吾等只是給授權閣下收取該退還款項，並將該退還款項用於付還對有關申請提供資金所批授的有關融資及一切有關款項（包括但不限於手續費、有關融資所招致的利息及所招致的任何其他開支）及將該退還款項給任何餘額存入本人 / 吾等的戶口。倘若該退還款項不足以支付有關融資及一切有關開支（包括但不限於手續費、有關融資所招致的利息及所招致的任何其他開支），本人 / 吾等同意立即結清尚未清繳的餘額。倘若在有關到期日當日尚未根據有關融資支付有關尚未付清的餘額，有關預期款項需支付罰息，罰息由有關到期日起計至實質付款之日期為止，利率為**香港中國銀行有限公司**不時所報的港元最優惠貸款利率加年利率三釐（**3%**）。倘若本人 / 吾等未能付還，閣下有酌情權決定對本人 / 吾等採取行動，包括但不限於就有關申請處置分配予本人 / 吾等有關證券，並重本人 / 吾等的戶口所存有的餘額中抵銷。閣下亦有權將未償還結欠款項轉移至本人 / 吾等設在閣下的任何戶口。
8. 「**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閣下，或由閣下持有有關申請所有新上市和 / 或發行的證券及所有款項，包括（但不限於）閣下不時就該申請而持有、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代替證券的累計或在任何時間透過贖回、控股、優先股、認購權或其他形式所提供的所有的股息或利息、權利、權益、款項或財產）。

5C 身份保證

1. 本人 / 吾等同意就閣下接獲交易所及 / 或證監會（**香港監管機構**）查詢或由股票經紀 / 註冊人士 / 中介人因回覆任何香港監管機構查詢而作出要求的交易而言，需遵守下列規定：
 - 在符合規定下，本人 / 吾等需按閣下要求（這要求應包括香港監管機構的有關聯絡詳情），立即知會香港監管機構關於本人 / 吾等或本人 / 吾等之客戶或其他第三者對有關所進行交易之帳戶及（據本人 / 吾等所知）該宗交易的最終受益人的身份、地址、職業及聯絡資料。本人 / 吾等亦須知會香港監管機構任何發起有關交易的第三者（如與本人 / 吾等 / 最中受益人不同者）的身份、地址、職業及聯絡資料。
 - 若本人 / 吾等知悉本人 / 吾等之客戶乃作為其本身客戶之中介人進行交易，但本人 / 吾等並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則本人 / 吾等確認如下：
 - i. 本人 / 吾等須與其他客戶作出安排，讓本人 / 吾等可按要求立即向其客戶取得上述條款的資料，或促使取得有關資料；及
 - ii. 本人 / 吾等將按閣下就有關交易提出的要求，立即要求或促使向本人 / 吾等發出交易只是給客戶提供上述條款的資料，及在收到本人 / 吾等之客戶所提交的資料及即呈交與香港監管機構。

5D 風險披露聲明

本人 / 吾等明白並確認下列各項條款：

- 倘若本人 / 吾等向閣下提供授權，容許閣下根據證券借貸協議書使用本人 / 吾等的證券或證券抵押品、將本人 / 吾等的證券抵押品再質押以取得財務通融，或將本人 / 吾等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；
- 假如本人 / 吾等的證券或證券抵押品是由閣下在香港收取或持有的，則上述安排僅限於本人 / 吾等已就此給予書面同意的情況下有效。此外，除非本人 / 吾等是專業投資者，本人 / 吾等的授權必須指名有效期，而該段有效期必須為現行有效期及不得超逾 12 個月。若本人 / 吾等是專業投資者，則有關限制並不適；
- 現時並無任何法例規定本人 / 吾等必須提供第 5B.6 條所指明的授權。然而，閣下可能需要該授權，以便例如向本人 / 吾等提供保證金貸款或獲准將本人 / 吾等的證券或證券抵押品借出予第三方或作為抵押品存放與第三方。閣下已向本人 / 吾等闡釋將使用其中一項該等授權之目的；及
- 倘若本人 / 吾等提供第 5B.6 條所指明的該等授權之一，而本人 / 吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人 / 吾等對證券或證券抵押品具有留置權或作出押記。雖然閣下根據本人 / 吾等的授權已借出或存放屬於本人 / 吾等的證券或證券抵押品須對本人 / 吾等負責，但閣下的違責行為可能會導致本人 / 吾等損失本人 / 吾等的證券或證券抵押品。

倘若現今客戶協議書與本補充協議書有任何抵觸之處，概以本補充協議書規定為準。此外本補充協議的中英文版本如有任何歧義，概以英文本為準。

請簽署本通知書及交回本公司，以確認閣下了解及接納過現今客戶協議書的上述修訂。

由天發證券有限公司

授權簽署

本人 / 吾等承認本人 / 吾等明白及接受上述對天發證券有限公司及本人 / 吾等所定立的該現今客戶協議書的修訂。

客戶姓名:
客戶編號:
日期:

Individual Tax Residency Self-Certification Form (CRS-I (HK)) 個人稅務居民自我證明表格 (CRS-I (HK))

Date 日期	day 日 / month 月 / year 年

Instructions 指示

Please read the following instructions before completing this form 請在填寫本表格前細閱以下指示：

Why are we asking you to complete this form?

To help protect the integrity of tax systems, governments around the world are introducing a new information-gathering and reporting requirement for financial institutions. This is known as the Common Reporting Standard (the "CRS").

Under the CRS, we are required to determine where you are a "tax resident" (this will usually be where you are liable to pay income taxes). If you are a tax resident outside the jurisdiction where your account is held, we may need to give the national tax authority this information, along with information relating to your accounts. That may then be shared between different jurisdictions' tax authorities.

Completing this form will ensure that we hold accurate and up to date information about your tax residency.

If your circumstances change and any of the information provided in this form becomes incorrect, please let us know immediately and provide an updated self-certification.

Who should complete the Individual Tax Residency Self-Certification Form?

Individual customers should complete this form. Sole trader customers should also complete this form with the owner's information.

If you need to self-certify on behalf of an entity (which includes businesses, trusts and partnerships), complete an "Entity Tax Residency Self-Certification Form" (CRS-E (HK)). Similarly, if you are a controlling person of an entity, complete a "Controlling Person Tax Residency Self-Certification Form" (CRS-CP (HK)).

For joint account holders, each individual will need to complete a separate form.

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you may still need to provide additional information for the CRS as this is a separate regulation.

If you are completing this form on behalf of someone else, please ensure that you let them know that you have done so and tell us in what capacity you are signing in Part 3. For example, you might be completing this form as a custodian or nominee of an account, under a Power of Attorney or as a legal guardian on behalf of an account holder who is a minor.

Where to go for further information?

The Organisation for Economic Co-operation and Development ("OECD") has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information ("AEOI") website, www.oecd.org/tax/automatic-exchange/.

Please also visit the website of the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region that sets out information relating to the implementation of AEOI in Hong Kong: http://www.ird.gov.hk/eng/tax/dta_aeoi.htm. Meaning of terms and expressions used in this form (e.g. "account holder" and "reportable account") may be found under section 50A of the Inland Revenue Ordinance (Cap. 112).

If you have any questions on how to define your tax residency status, please visit the OECD website, www.oecd.org/tax/automatic-exchange/ or speak to your tax advisor as we are not allowed to give tax advice.

為何我們要求您填寫本表格？為維護稅制完整，全球各地政府現正推出適用於金融 / 財務機構的資料收集及匯報新規則，名為共同匯報標準（簡稱「CRS」）。

根據 CRS 規定，我們必須確定您的「稅務居住地」（這通常是您有義務繳納薪俸稅的國家 / 地區）。若您的稅務居住地有別於所持賬戶的司法管轄區，我們可能需要將此情況及您的有關賬戶資料告知國家稅務機關，該等機關隨後或會將相關資料傳送給不同國家 / 地區的稅務機關。填妥本表格可確保我們持有您正確及最新的稅務居住地資料。

如您的情況有變，導致本表格內的任何資料不再正確，請立即告知我們，並提交一份已更新的自我證明表格。

誰需填寫個人稅務居民自我證明表格？個人銀行客戶須填寫本表格。獨資業務客戶亦須以擁有人的資料填寫本表格。

如您需代表實體（包括企業、信託和合夥）作自我證明，請填寫「實體稅務居民自我證明表格」(CRS-E (HK))。同樣地，如您是實體的控權人，請填寫「控權人稅務居民自我證明表格」(CRS-CP (HK))。

每名聯名賬戶持有人須分別填寫一份表格。

即使您已就美國政府《外國賬戶稅務合規法案》（簡稱「FATCA」）提供所需的資料，您仍可能需就 CRS 提供額外資料，因為兩者為獨立的規例。如您代表他人填寫本表格，請確保他們知悉此事，並在表格的第 3 部說明您以何種身分簽署本表格。例如：您可能以賬戶的託管人或代名人身分、根據授權書以受權人身分或以未成年賬戶持有人的法定監護人身分填寫本表格。

如何獲取更多資訊？

經濟合作與發展組織（簡稱「經合組織」）已制訂規則，供參與 CRS 的所有政府使用，並載於經合組織的自動交換資料（簡稱「AEOI」）網站 www.oecd.org/tax/automatic-exchange/。

另請參閱香港特別行政區政府稅務局的網站了解香港實施 AEOI 的詳情：www.ird.gov.hk/chi/tax/dta_aeoi.htm。有關本表格內所用詞彙的涵義（例如：「賬戶持有人」和「須申報賬戶」），請參閱《稅務條例》（第 112 章）第 50A 條。

如您對判定您的稅務居民身分有任何疑問，請瀏覽經合組織網站 www.oecd.org/tax/automatic-exchange/ 或諮詢您的稅務顧問。請恕我們不能提供稅務意見。

Important Notes 重要提示

• This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.

這是由賬戶持有人向申報金融 / 財務機構提供的自我證明表格，以作自動交換財務賬戶資料用途。申報金融 / 財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。

• An account holder should report all changes in his/her tax residency status to the reporting financial institution.

如賬戶持有人的稅務居民身分有所改變，應盡快將所有變更通知申報金融 / 財務機構。

• All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department.

除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄 / 部標有星號 (*) 的項目為申報金融 / 財務機構須向稅務局申報的資料。

Part 1: Identification of Individual Account Holder 第 1 部：個人賬戶持有人的身分識辨資料

(For joint or multiple account holders, complete a separate form for each individual account holder. 對於聯名賬戶或多人

聯名賬戶，每名個人賬戶持有人須分別填寫一份表格。)

Note 注意：Please tick where applicable. 請在適當的地方加上別號。

Name of Account Holder 賬戶持有人的姓名	Title 稱謂： <input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士 <input type="checkbox"/> Other 其他		
	*Last Name or Surname 姓氏	*First or Given Name 名字	Middle Name(s) 中間名
	Business Name (Sole Traders Only) 公司名稱 (只適用於獨資業務)		
Hong Kong Identity Card or Passport Number 香港身分證或護照號碼			
Current Residence Address 現時住址	(e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區)		
	*City 城市		
	(e.g. Province, State 例如：省、州)		
	*Country 國家		
	Post Code/ZIP Code 郵政編碼 / 郵遞區號碼		
Mailing Address 通訊地址 (Complete if different to the above current residence address 如通訊地址與上)	(e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區)		
	City 城市		
	(e.g. Province, State 例如：省、州)		
	Country 國家		
	Post Code/ZIP Code 郵政編碼 / 郵遞區號碼		
*Date of Birth 出生日期	(dd/mm/yyyy 日 / 月 / 年)		

Individual Tax Residency Self-Certification Form (CRS-I (HK))

個人稅務居民自我證明表格 (CRS-I (HK)) OPS439-m (221116) W

Part 2 第 2 部:

*Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN")

*居留司法管轄區及稅務編號或具有等同功能的識辨編號（以下簡稱「稅務編號」）

Complete the following table indicating 提供以下資料，列明：

(a) each jurisdiction where the account holder is a **resident for tax purposes**; and

賬戶持有人的居留司法管轄區，亦即賬戶持有人的稅務管轄區；及

(b) the account holder's TIN for each jurisdiction indicated. 該居留司法管轄區發給賬戶持有人的稅務編號。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number (HKID).

如賬戶持有人是香港稅務居民，稅務編號是賬戶持有人的香港身份證號碼。

If a TIN is unavailable, provide the appropriate reason A, B or C 如沒有提供稅務編號，必須填寫合適的理由：

Reason A - The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.

理由 A - 賬戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

Reason B - The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.

理由 B - 賬戶持有人不能取得稅務編號。如選取這一理由，解釋賬戶持有人不能取得稅務編號的原因。

Reason C - TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

理由 C - 賬戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要賬戶持有人披露稅務編號。

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	#Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號， 填寫理由 A、B 或 C	Explain why the account holder is unable to obtain a TIN if you have selected Reason B 如選取理由 B，解釋賬戶持有人不能取得稅務編 號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

Part 3: Declarations and Signature 第 3 部: 聲明及簽署

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by FAIR EAGLE SECURITIES COMPANY LIMITED or FAIR EAGLE FUTURES COMPANY LIMITED the "Company") for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the Company to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人知悉及同意，天發證券有限公司或天發期貨有限公司（「貴公司」）可根據《稅務條例》（第 112 章）有關交換財務賬戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務賬戶資料用途及（b）把該等資料和關於賬戶持有人及任何須申報賬戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到賬戶持有人的居留司法管轄區的稅務當局。

I certify that I am the account holder (or I am authorised to sign for the account holder) of all the account(s) currently held with the Company by the individual identified in Part 1 of this form. 本人證明，就有關本表格第 1 部所述的個人現於貴行持有的所有賬戶，本人是賬戶持有人（或本人獲賬戶持有人授權代其簽署）。

I undertake to advise the Company of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide the Company with a suitably updated self-certification form within 30 days of such change in circumstances. 本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知貴行，並會在情況發生改變後 30 日內，向貴行提交一份已適當更新的自我證明表格。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

Signature 簽署

X

Date (dd/mm/yyyy) 日期 (日 / 月 / 年) :

Name 姓名

Capacity 身分

(Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the +power of attorney.

如您不是第 1 部所述的個人，說明您的身分。如果您是以授權人身分簽署這份表格，須夾附該 +授權書的核證副本。)

+ The power of attorney must be in a form satisfactory to the Company. Please note that any existing Letter of Delegation provided by the Company and signed by an account will not give the authority to the appointed attorney(s) to sign this form on behalf of the relevant account holder. 授權書必須採用本行滿意的形式。請注意，由本行提供及經賬戶持有人簽署的任何現有授權書 (Letter of Delegation) 將不會授權委任的代理人代表有關的賬戶持有人簽署本表格。

WARNING: It is a serious offence under the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. Heavy penalty may apply upon conviction.

警告：根據《稅務條例》，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬嚴重罪行。一經定罪，可致重罰。

Fair Eagle Securities Company Limited
天發證券有限公司

Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong

香港銅鑼灣告士打道311號皇室大廈安達人壽大樓19樓1901室

Tel 電話: 2526 2538 Fax 傳真: 2981 1396 Website 網頁: www.faireagle.com.hk

Account Name 帳戶名稱

Account Number 帳戶號碼

AE Code 經紀編號

SECURITIES CLIENT MASTER AGREEMENT

證券客戶主協議

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FAIR EAGLE SECURITIES COMPANY LIMITED 天發證券有限公司

SECURITIES CLIENT MASTER AGREEMENT 證券客戶主協議

In consideration of FAIR EAGLE SECURITIES COMPANY LIMITED (the "Broker") of Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong (a Stock Exchange Participant of The Stock Exchange of Hong Kong Limited, Direct Clearing Participant of The Hong Kong Securities Clearing Company Limited) and a licensed Corporation (CE No. AAE300) licensed with the Securities and Futures Commission in respect of carrying on the regulated activities of dealing in securities and dealing in futures contracts agreeing to allow the Client identified in the Securities Client Account Opening Form to open one or more accounts with the Broker and providing services to the Client in connection with securities trading, the Client HEREBY AGREES that all transactions executed by the Broker for any Account shall be subject to this Securities Client Master Agreement (including without limitation the General Terms and Conditions and the Additional Terms applicable to the services provided by the Broker) as amended from time to time and notified to the Client. The Broker's current provisions of the Securities Client Master Agreement are hereinafter set out: 天發證券有限公司（下稱「經紀行」）（地址：香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室；是香港聯合交易所有限公司的參與者、香港中央結算有限公司的結算參與者以及證券及期貨事務監察委員會之持牌法團（中央編號：AAE300）能進行受規管的證券及期貨合約交易活動）同意容許「證券客戶戶口開立表格」上訂明的客戶，在經紀行開立一個或以上帳戶，並向客戶提供證券買賣服務，客戶謹此同意由經紀行執行任何帳戶的交易，均受到本「證券客戶主協議」所規限（包括並不限於由經紀行提供適用於有關服務的一般條件和條款），經紀行會不時修改主協議並通知客戶。經紀行現行「證券客戶主協議」的條文羅列如下：

PART I – DEFINITIONS 第一部分 – 釋義

1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:-
1.1 在本協議內，以下字詞除非在行文上有特定意思，否則釋義如下：

"Account" means the securities trading account(s) (including, without limitation, stock options trading account) opened and maintained by the Broker on behalf of Client pursuant to the Account Application and the terms of this Agreement;

「帳戶」指客戶在經紀行代客戶按照帳戶申請書及本協議條款開立並不時維持的一個或多個用於買賣證券（包括但不限於股票期權買賣）的帳戶；

"Account Application" means the application submitted by Client to the Broker in the Securities Account Opening Form or in such form as required by the Broker for the opening and maintaining of a securities trading account under the terms of this Agreement;

「帳戶申請書」指客戶向經紀行提交的證券帳戶開戶表格或經紀行根據本協議的條款為開立及維持證券交易帳戶而要求的表格；

"Advice" means a written or typed record (including facsimile or other electronic means from which it is possible to produce a hard copy) (a) confirming and setting out the particulars of any securities transaction executed by the Broker on any Account, or (b) recording any other event (including without limitation receipts or withdrawals of assets) in relation to the Account, and containing such information as the Broker shall consider appropriate;

「確認函」指任何書寫或打字紀錄（包括任何以傳真或其他電子途徑傳送可製作成印刷本之文件）（a）確認及列明由經紀行執行的任何帳戶的任何交易詳情；或（b）記錄與帳戶有關的其他事宜（包括但不限於資產的收受或提取）及載有經紀行認為恰當之資料；

"Agreement" means the written agreement between the Client and the Broker regarding the opening, maintenance and operations of the Account(s) as amended from time to time, including but not limited to the Account Application, this Securities Client Master Agreement, any supplemental document(s) and any authority given by the Client to the Broker with respect to the Account(s);

「協議」指就開立、維持及運作有關帳戶經與客戶簽立的書面協議及其不時以書面形式予以修改的版本，包括但不限於帳戶申請書、本證券客戶主協議、任何補充文件及客戶給予經紀就有關帳戶的任何授權；

"Authorised Person" means each of those persons specified as such in the Account Application, or subsequently appointed as such where notice of such appointment has been given to The Broker pursuant to the terms of this Agreement provided that such notice shall not take effect until 5 days after the actual receipt by the Broker of it;

「獲授權人」指每一位開戶申請表指定為獲授權人士，或日後獲委任為獲授權人而委任通知已按本協議條款給予經紀行，惟該通知只會於經紀行確實收受當日起計五日後才會生效；

"Authorised Third Party" means each of those persons, if any, specified as such in the Account Application, or subsequently appointed as such and notice of such appointment has been given to the Broker pursuant to the terms of this Agreement provided that such notice shall not take effect until 5 days after the actual receipt by The Broker of it;

「獲授權第三者」指每一位開戶申請表指定為獲授權第三者（如有的話），或日後獲委任為獲授權第三者而委任通知已按本協議條款給予經紀行，惟該通知只會於經紀行確實收受當日起計五日後才會生效；

"CCASS" means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;

「中央結算系統」指由香港結算有限公司成立及營運的中央結算系統；

"Client" means the company or body corporate and its permitted successors and assigns or (as the case may be) the individual(s), sole proprietor or firm with whom the Broker has entered into this agreement named in the Account Application and includes his or their respective personal representatives, executors and administrators and any permitted successors and assigns, in the case of a partnership, each partner who is a partner of the firm at the time when the Account is opened and any other person or persons who shall at any time thereafter be or have been a partner of the firm and the personal representatives, executors and administrators of each such partner and any permitted successors and assigns;

「客戶」指公司或團體及其認可的承繼人及受讓人或（視乎情況而定）個人、獨資經營者或公司與經紀行簽訂本協議，其名稱列明在帳戶申請書，並包括其有關個人代表、遺囑執行人及管理人及任何認可的承繼人及受讓人，在合伙人的情況下，在開戶時的每位公司合伙人及任何其他一位或以上人士在開戶後成為或曾經擔任該公司合伙人，及其個人代表、遺囑執行人及管理人以及任何認可的承繼人及受讓人；

"Event of Default" means each of the events set out in clause 17.1;

「違約事項」指第 17.1 條中列明的每一事件；

"Exchange" means The Stock Exchange of Hong Kong Limited and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold;

「交易所」指香港聯合交易所及在世界任何地方的其他任何買賣證券的交易所、市場或經紀行聯會；

"Facility", in respect of an Account, means any financial accommodation provided by the Broker from time to time to facilitate the acquisition and holding of securities listed on an Exchange;

「貸款安排」就一個帳戶而言，指經紀行不時提供的財務貸款以便在交易所購買及持有證券；

"Group" means the Broker, and any company which is controlled by the Broker and any company which is the holding company or a subsidiary, or a subsidiary of the holding company of the Broker;

"集團"指經紀行，及由經紀行控制的任何公司以及經紀行的控股公司或分公司，或經紀行控股公司的分公司；

"Laws" means all laws, rules, regulations and regulatory requirements applying to the Broker, and to other brokers and dealers instructed by the Broker, including, where applicable, the rules of the relevant Exchange and its associated clearing house;

「法例」指適用於經紀行及經紀行所指示的其他經紀和交易商的一切法例、法規、規例及規管要求，包括（如適用）相關交易所及其相聯結算公司的規則；

"Regulators" means the SFC, the Exchange, the relevant exchanges, the relevant clearing houses and any other regulators whether in Hong Kong or elsewhere;

「監管機構」指證監會、聯交所、有關交易所、有關結算公司以及任何在香港或其他地方的監管機構；

"Regulatory Rules" means the rules of the Regulators or other laws, rules, codes, guidelines, circulars and regulatory directions issued by the Regulators from time to time;

「監管規則」指由監管機構不時發佈之規定或其他法例、規條、守則、指引、通知及規管性指示；

"securities" means "securities" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as amended from time to time;

“證券”指根據證券及期貨條例（香港法例第 571 章）所賦予並不時修訂的涵義；

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

“證監會”指香港證券及期貨事務監察委員會；及

"subsidiary" bears the same meaning given to it under the Companies Ordinance (Cap.32, Laws of Hong Kong) (as amended from time to time).

“附屬公司”與《公司條例》(香港法例第 32 章)(及其不時修訂本)下所指明的具相同定義。

1.2 The terms and conditions contained in this Agreement have been arranged into separate clauses and paragraphs for convenience only. Any of the terms and conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect nor affect any interpretation.

1.2 本協議的條款與條件安排為獨立分項及分段乃僅為方便起見。在上下文文義允許或規定時，任何分項或分段所載的任何條款與條件均同樣適用於其他分項或分段所處理的事宜。各分項標題僅為方便參考使用，並無任何法律效力及不影響任何釋義。

1.3 Where the Client consists of more than one person or where the Client is a firm/entity consisting of two or more persons, the obligations and liabilities of the Client shall be joint and several obligations and liabilities of each such person and references to the Client shall be construed as references to each of and/or any such persons. Unless terminated in accordance with this Agreement, the death of one joint Client does not lead to the termination of this Agreement. Any notice payment or delivery by the Broker to either or any one of the joint Clients shall be a full and sufficient discharge of the Broker's obligations to notify, pay or deliver under this Agreement. The Broker is also authorized by the Client to accept or carry out instructions from either or any one of the joint Clients.

1.3 客戶如由超過一人組成，或客戶乃一間有兩名或以上人士組成的商號/機構，客戶的義務及責任應為上述每一名人士的共同及個別義務及責任，而提及客戶時應解釋為提及上述人士每一人及/或其中任何一人。除非本協議由本協議內所定明的方式終止，否則任何一名聯名客戶死亡不會令本協議終止。經紀行向其中一名聯名客戶作出的通知、支付或交付，將會全面和充分地解除經紀行根據本協議須作出通知、支付或交付的責任，經紀行亦獲客戶授權可接受或執行任何其中一名聯名客戶的指示。

1.4 The provisions of this Agreement shall be binding upon and ensure to the benefit of the respective successors-in-title and assigns of the parties hereto provided however that the Client may not assign any of the Client's rights or obligations hereunder without the express prior written consent and approval of the Broker. This Agreement shall continue to be valid and binding for all purposes notwithstanding any change by unification, consolidation or otherwise which may be made in the constitution of the Broker and notwithstanding any change at any time or from time to time in the present constitution of the Client whether by incorporation or by the retirement death or admission of partners or otherwise and in the case where the Client is a sole proprietorship notwithstanding the change from the sole proprietor to a partnership.

1.4 本協議的締約方的所有權利承繼人及受讓人受本協議的條款所約束，但是，客戶不得在未得到經紀行之明示書面同意之前將任何客戶之權利或責任作出轉讓。不論任何由經紀行的組織進行融合、合併或其他原因所導致的轉變，及不論任何由於客戶的現行組織在任何時候或不時作出的轉變，包括是由於成立為法團或由於退休、死亡或加入新合夥人或其他原因，如客戶為獨資經營則不論由獨資經營改變為合夥經營，本協議在任何目的之下均繼續有效及有約束力。

1.5 Whenever the context permits, references herein to any person shall include a firm, company or corporation, words importing the singular shall include the plural and vice versa, words importing a gender shall include every gender, references to individual(s) shall include sole proprietor and partners in a firm and references to company shall include body corporate.

1.5 在上文下理容許的情況下，本協議內提及任何人士時應包括商號、公司或法人在內，單數詞語包括雙數詞語，反之亦然，意指某一種性別的詞語亦包括任何一種性別。提及個人時應包括獨資經營者及商號的合夥人，提及公司時應包括法團。

1.6 Whenever the context permits, references to a statute or a statutory provision includes a reference to it as amended, extended or re-enacted from time to time.

1.6 在上文下理容許的情況下，本協議內提及的法規或法定條文應包括其不時的修改、引申應用或其重新的制定。

1. APPLICABLE LAWS AND RULES**1. 適用法律與法規**

1.1 The Client's instructions and all securities contracts entered into by the Broker on behalf of the Client (whether in Hong Kong or elsewhere) shall be subject to:
1.1 客戶的指示及經紀行代表客戶訂立的一切證券合約（無論是在香港還是在其他地方）均須遵守：

(a) the terms and conditions of this Agreement;

(a) 本協議的條款與條件；

(b) the constitution, rules, regulations, Regulatory rules, customs, usages, rulings and interpretations then in force of the Exchange and their clearing house;

(b) 經紀行或其代理人進行交易的交易所或市場及其結算所（如有的話）當時實施的章程、規則、規例、慣例、常規、裁決以及交易所和結算所的現行解釋；

(c) all applicable laws, rules and regulations of government agencies and statutory bodies of competent jurisdiction including, without limitation, the Securities and Futures Ordinance; and

(c) 一切具司法管轄權的政府機關及法定團體所制訂的適用法律、規則與規例，包括但不限於證券及期貨條例；以及

(d) the Broker's procedures and policies, in effect from time to time, with respect to the operation and maintenance of client accounts. Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of the aforesaid constitution, rules, regulations and applicable laws, the latter shall prevail and the Broker may, in its absolute discretion, take or refuse to take any action or demand that the Client shall take or refrain from taking any action to ensure compliance with the same.

(d) 經紀行不時就客戶帳戶運作及維持而實施的程式與政策。儘管有以上規定，本協議任何規定倘若與上述章程、規則、規例及適用法律的規定出現任何矛盾或抵觸，應以後者為準，而經紀行可全權酌情決定作出或拒絕作出任何行動或者要求客戶作出或不要作出任何行動，以確保符合有關的章程、規則、規例及適用的法律規定。

1.2 Without prejudice to the aforesaid, the Client acknowledges that his or its attention has been specifically drawn to the provisions of part XIII and part XV of the Ordinance as amended from time to time. The Client is reminded that he or it alone is responsible for complying or ensuring compliance with any duty or obligation which arises under the Securities and Futures Ordinance in respect of anything done, or which the Client requests to be done, on his or its behalf by the Broker. The Client confirms that the Client is aware of the provisions contained in the Securities and Futures Ordinance and that the Client will at all times observe, or ensure that they are observed, so as to ensure that no breach or infringement of the Securities and Futures Ordinance is caused as a result of anything done or proposed to be done by the Broker acting on the Client's directions or instructions.

1.2 在無損上文的情況下，客戶承認其曾被要求特別注意不時被修改之條例的第 XIII 及 XV 部分的條款。客戶曾被提醒其本身須獨自負責遵照或確保遵照任何有關經紀行代表客戶所作的事情或就客戶的要求所作的事情而根據證券及期貨條例所引起之任何責任或義務。客戶確認客戶知悉證券及期貨條例所載之條款，而客戶將會全時間遵從或確保遵從上述條款以確保經紀行不會因執行客戶的指引或指示所作出的任何行動或打算作出的任何行動而違反或侵犯證券及期貨條例。

2. ACCOUNT OPENING**2. 開立帳戶**

2.1 The Client instructs and authorises the Broker to open and maintain securities trading account(s) (including, without limitation, stock options trading account) i.e. the Account in the name of Client for purchasing, investing in, selling, exchanging or otherwise dealing in securities in Hong Kong or elsewhere, on the terms set out in this Agreement.

2.1 客戶謹此指示及授權經紀行以客戶姓名開立並維持一個或多個證券交易帳戶（包括但不限於股票期權交易帳戶），並根據本協議列明之條款，在香港或其他地方購入、投資、沽出、交換證券或進行其他證券交易。

3. TRADING RECOMMENDATIONS**3. 交易建議**

3.1 The Broker may, at Client's request, agree to deal in securities on Client's behalf, and to provide information, advice and/or recommendations in relation to securities. The Client undertakes and agrees that the Client retains full responsibility for all trading decisions in the Account and the Broker is responsible only for the execution, clearing, and carrying of transactions in the Account; that the Broker has no responsibilities or obligations regarding any conduct, action, representation or statement of any officer, employee or agent of the Broker, introducing firm, securities trading advisor or other third party in connection with the Account or any transaction therein; that any advice or information by the Broker, its officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Broker shall be under no liability whatsoever in respect of such advice or information; and that Client shall, independently and without reliance on the Broker or any of the aforesaid persons, make Client's own judgment and decision with respect to all trading decisions in the Account.

3.1 經紀行可按客戶要求，同意代表客戶進行證券交易，並可向客戶提供有關證券之意見、資料及／或建議。客戶承諾及同意，帳戶的交易乃由客戶全權負責決定，經紀行只負責執行、結算及進行帳戶的交易，對任何人員、僱員或經紀行的代表、介紹人、商品交易顧問及其他第三者就帳戶或其內任何交易所表現出的操守或作出的行動、陳述或聲明均沒有任何責任或義務。經紀行、其人員、僱員或代理人的任何意見或資料，不論是否主動提供，一概不構成訂立交易的要約，經紀行對該等意見或資料均不負任何責任，而客戶將會獨立地及無須依賴經紀行或任何上述人士而就所有帳戶的交易作出其本身的判斷及決定。

3.2 The Broker shall provide to the Client upon request product specifications and any prospectus or other offering documents covering derivative products, including stock options.

3.2 經紀行應按客戶要求，向其提供涵蓋衍生產品包括期權之產品細則、招股章程或其他要約文件。

4. CLIENT'S INSTRUCTIONS**4. 客戶的指示**

4.1 The Client may from time to time, either orally, in writing or by electronic means (including through the electronic trading services in accordance with Schedule A of Part III to this Agreement), give instructions to the Broker and the Broker shall be entitled in its absolute discretion, but not bound, to accept such instruction. Any such instruction shall be transmitted at the risk of the Client.

4.1 客戶可以不時以口頭、書面或電子方式（包括透過本協議第三部分附表 A 的電子交易服務）向經紀行發出指示，而經紀行有絕對酌情權（而非必須）接受該等指示。傳輸該等指示的風險，一概由客戶承擔。

4.2 Unless the Client expressly notifies the Broker to the contrary in writing, the Broker may assume that the Client is acting as principal rather than as agent for others. All instructions given hereunder which may be executed on more than one Exchange may be executed on any Exchange the Broker selects.

4.2 除非客戶以書面給予相反的通知，否則經紀行可以假設客戶是以主事人的身份而非他人的代理人發出指令，而所發出的一切指令在可以於多於一家交易所進行交易，則會在經紀行選擇的交易所進行交易。

4.3 The Broker will act as the Client's agent in effecting securities transactions unless the Broker indicates (in the contract note for the relevant transaction or otherwise) that the Broker is acting as principal.

4.3 經紀行會以客戶的代理人的身份執行證券交易，除非經紀行表示（不論有否在有關交易的合約上註明）經紀行是以主事人的身份執行交易。

4.4 All instructions from the Client shall be irrevocable for a period of 24 hours after they are made unless the Broker agrees otherwise in writing. Unless the Client gives specific instruction to the Broker to the contrary and which instruction is accepted by the Broker, the Client acknowledges that all orders, instructions or requests in relation to the Account are good for the day only and that they will lapse at the end of the official trading day of the Exchange in respect of which they are given.

4.4 除非經紀行書面同意，否則客戶的一切指示在發出後二十四小時內不得撤銷。除非客戶向經紀行發出且經紀行已接受特定的指令，客戶同意所有與其帳戶相關的命令、指令或要求僅限於發出當日有效，且在下單的交易所或市場交易日結束時失效。

4.5 The Client accepts that the Broker may not always be able to execute orders at the prices quoted at any specific time or "at best" or "better" or "at market" and agrees in any event to accept and be bound by any dealings which take place on the Client's behalf.

4.5 客戶接受經紀行不一定能夠按報價在任何特定時間以“最佳”或“更好”或“市場”價格執行指示，客戶並同意在任何情況下均接受經紀行代替客戶所進行的任何買賣並受其約束。

4.6 Any instruction given by Client's Authorised Person(s) or Authorised Third Party(ies), as the case may be, shall be deemed to be given by the Client. The Client hereby agrees to accept full responsibility and shall not later challenge the instructions given by Client's Authorised Person(s) or Authorised Third Party(ies), as the case may be.

4.6 客戶之一位或多位獲授權人或獲授權第三者（視情況而定）所發出之任何指示應當視為客戶所發出。客戶藉此同意完全接受相關責任，其後不得質疑客戶之一位或多位獲授權人或獲授權第三者（視情況而定）所發出之指示。

5. CLIENT'S STANDING AUTHORITY

5. 客戶的常設授權

5.1 The Client agrees to grant to the Broker the following standing authorities :-

5.1 客戶同意向經紀行授予以下的常設授權：-

(a) a standing authority pursuant to the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of Hong Kong) as amended from time to time;

(a) 根據不時修訂之《證券及期貨（客戶款項）規則》（香港法例 571I 章）之常設授權；

(b) a standing authority pursuant to the Securities and Futures (Client Securities) Rules (Cap. 571 H of Laws of Hong Kong) as amended from time to time; and

(b) 根據不時修訂之《證券及期貨（客戶證券）規則》（香港法例 571H 章）之常設授權；及

(c) such other lawful standing authority as required by the Broker from time to time.

(c) 其他由經紀行要求合法地協定並不時修訂之常設授權。

6. THE BROKER'S DISCRETION

6. 經紀行的酌情權

6.1 If, in the Broker's absolute discretion, the Broker does not wish to accept any instruction, it will notify the Client accordingly but it shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with the Broker declining to act on such instruction or omitting so to notify the Client or making any delay in notifying the Client.

6.1 經紀行如自行酌情決定不欲接受任何指示，應將之通知客戶，但在任何情況下均毋須就客戶因經紀行拒絕按指示行事或忽略將之通知客戶或延遲了通知客戶而損失的任何利潤或得益或承擔的損害、責任、費用或支出以任何方式負責。

6.2 The Broker may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Broker or any affiliate of the Broker, on such terms and conditions as the Broker may in its absolute discretion determine. The Broker or any affiliate of the Broker may be the counterparty to any transaction effected by the Broker on the Client's behalf.

6.2 為了執行客戶給予的指示，經紀行可以自行按其酌情權決定的條款及條件與任何其他代理人（包括以任何方式與經紀行有關聯的任何人士或個體或任何經紀行聯營公司）訂立合約或以其他方式與之交易或透過其進行交易。經紀行或任何經紀行聯營公司可作為經紀行代表客戶履行任何交易之相反另一方。

6.3 Where the Broker instructs a third party to deal in securities on the Client's behalf on any Exchange, the Client consents to the Broker's sharing of commission, or the receipt of rebates, soft dollars, or such other amounts relating to such securities transactions or contracts with those persons as the Broker thinks fit, subject to applicable laws, rules and regulations.

6.3 當經紀行指示第三方代表客戶在任何交易所買賣證券，客戶同意經紀行在合乎法律、規則和規例的情況下，分取佣金或接受回佣、非金錢利益或經紀行認為適當的與證券交易或合約人士有關的該等數額。

6.4 If the Broker or its agent is not able to enter into the number of securities contracts which are specified in any such instruction, the Broker or its agent may enter into any lesser number of such contracts as it may in its absolute discretion determine and the Client shall be bound by such contracts so entered into provided that the Broker or its agent (as the case may be) shall have no obligation or liability whatsoever and howsoever in respect of any securities contracts specified in such instruction which have not been entered into.

6.4 若經紀行未能訂立指示中指定的數量的證券合約，經紀行可在未有事前知會客戶的情況下，為客戶訂立其認為適合而數量較少的該等合約。客戶應受所訂立的該等合約所約束。

6.5 If any relevant Exchange and/or clearing house and/or agent on or through whom any securities contract has been entered into by the Broker on behalf of the Client requires any alteration in any terms or conditions of any such contract, the Broker may take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Client.

6.5 若經紀行透過任何有關交易所、結算所及/或經紀簽訂證券合約代客戶進行交易，而該等交易所、結算所或經紀要求更改任何該等交易的任何條款，經紀行有絕對酌情權採取其認為需要的或適宜的一切行動以符合該等要求及避免或減輕該等更改所引致的損失。經紀行採取的所有行動，對客戶均具有約束力。

7. CONTRACT NOTES AND STATEMENTS

7. 成交單據及帳戶結單

7.1 The Broker shall give notice, receipt, confirmation, contract notes and/or statement of accounts to the Client informing the details of any securities transactions entered into by the Broker on behalf of the Client and account balances in such form, containing such details and provided to the Client within such time limit as may be prescribed by any applicable rules, regulations or Laws.

7.1 經紀行會向客戶發出通知、收據、確認書、合約註釋及/或帳戶結單，通知客戶關於經紀行代表其進行的任何證券交易之詳情，以及帳戶結餘；該等通知、收據、確認書、合約註釋及/或帳戶結單的形式、所包括的詳情、及發出通知的期限均依照適用規則、規例和法律。

7.2 Any Advice or oral report of the execution of instructions and written confirmations and statements of account rendered by the Broker to the Client pursuant to the terms of this Agreement, in the absence of manifest error or unless objected to by the Client in writing sent by registered mail to the Broker's office within 48 hours after dispatch thereof, shall be conclusive and binding on the Client.

7.2 經紀行就本協議的條款而向客戶提供的任何確認函或執行指示的口頭報告和書面確認及帳戶結單，如無明顯錯誤或除非客戶在發出上述確認函、指示、確認及結單後 48 小時內以書面形式利用掛號郵遞至經紀行的辦事處，否則該等認函、指示、確認及結單已不可推翻並對客戶有約束力。

7.3 The Broker may not provide the Client with monthly statements in relation to the Account when during the relevant period there is no transaction or revenue or expense item and no outstanding balance or holding securities position in the Account.

7.3 在有關月份如帳戶沒有交易或收入或支出項目，而且並無結欠或並無持有債券，經紀行可能不會為該帳戶提供月結單。

8. SETTLEMENT

8. 結算

8.1 The Client shall pay the Broker forthwith upon demand by the Broker or upon any payment due date (whichever is the earlier) the full amount of losses, debit balances and deficiencies resulting from any transaction between the Client and the Broker, or from the operation of the Client's Account. Payment shall be made in such currencies as the Broker may from time to time prescribe and not later than the close of business (Hong Kong time) on the date on which payment is required to be made. The Client shall be responsible to the Broker for any losses, costs, fees, and expenses in connection with the Client's failure to meet the Client's obligations on demand or by the due date as described above. All payments by the Client for transactions or otherwise in connection with this Agreement shall be made in cleared funds in the currency and at the place specified by the Broker,

8.1 客戶須即時應經紀行在任何時間作出的要求或在付款到期日（以較早者為準）向經紀行支付因經紀行與客戶之間的任何交易而產生，或因操作客戶帳戶而產生的所有損失，借方結餘及不足之數。有關的支付須依照經紀行不時述明的該等貨幣及於須付款當天的營業時間（香港時間）結束前作出。如客戶未能履行其依照上述要求或在到期日或之前進行交付的責任，則客戶須對任何因此而涉及的損失、成本、費用及開支向經紀行負責。所有就本協議的交易或其他的支付，必須按照經紀行指明的貨幣及在其指明的地方以已結算的款項進行，且

(a) free of any restrictions, conditions or equities,

(a) 沒有任何限制、條件或權益；

(b) free and clear and without any deduction or withholding on account of any taxes, and

(b) 無限制及清楚可動用，以及沒有因稅項原因作出任何扣除或預扣，及

(c) without deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

(c) 沒有就任何其他數額作出任何扣除或預扣，不論是透過抵消、反申索或其他。

8.2 The Client shall, forthwith upon request by the Broker, supply to the Broker in relation to any securities contract entered into by the Broker on its behalf such information in relation to the delivery and/or settlement of securities, as the Broker may request.

8.2 在經紀行提出要求時，客戶須就經紀行代表客戶訂立的證券合約，向經紀行提供經紀行要求的與該等證券合約中尚未平倉或行使權力者（視乎實際情況而定）的交付及/或交收權力行使狀況有關的資料。

8.3 The Client shall be responsible for all losses, costs, fees and expenses incurred by the Broker resulting from the Client's settlement failures or Client's failure to meet any of the Client's other obligations to the Broker. The Client shall immediately on demand provide sufficient cleared funds to the Broker to enable the Broker to discharge any liability incurred or to be incurred in connection with any securities transaction effected or to be effected on the Client's behalf under the Account. If the Client fails to comply with this Clause 8, the Broker may sell, borrow, purchase or otherwise deal with the relevant securities.

8.3 如客戶未能履行其交付的責任或客戶對經紀行的任何其他責任，則客戶須對因此而涉及的一切損失、成本、費用及開支向經紀行負責。客戶應即時按的要求向經紀行提供足夠而清楚可動用的金額，以使經紀行能夠清償任何因代表客戶利用其帳戶進行證券交易或將會進行的證券交易而牽涉的債務或可能牽涉的債務。如客戶未能遵守本條款（第 8 條），經紀行可以出售、借貸、購入或處理有關的證券。

8.4 Unless otherwise agreed, following any failure by the Client to settle any securities transaction in accordance with this Clause 8, the Broker is authorised, in the case of a purchase transaction, to transfer or sell the purchased securities to satisfy the Client's obligations to the Broker or, in the case of a sale transaction, to borrow and/or purchase the sold securities to satisfy the Client's obligations to the Broker and the Client shall reimburse the Broker for all loss, damage, fee, cost or expense suffered or incurred by the Broker in connection with any such transfer, sale, borrowing or purchase or the Client's failure to make payment or delivery.

8.4 除非另有協定，否則如果客戶未有按本條款（第 8 條）交收任何證券交易，經紀行獲授權：如屬購買交易，轉移或出售證券帳戶內的任何證券（包括該等已購入的證券）以履行客戶的義務；或如屬售賣交易，按需要借入及/或買入該等已出售的證券，以履行客戶的交收義務；而客戶須對因任何該等轉移、出售、借貸或購買，或客戶未能付款或交收而涉及的一切損失、成本、費用及開支向經紀行負責。

9. SHORT SELLING

9. 賣空

9.1 The Client undertakes to notify the Broker in advance when a selling order relates to securities which the Client does not own i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). The Client acknowledges and agrees that no short selling order will be accepted by the Broker unless there is prior agreement with the Broker and the Client shall provide the Broker with such confirmation, documentary evidence and assurance as the Broker in its opinion considers necessary or as required by law to show that the Client has a presently exercisable and unconditional right to vest such securities in the purchaser before placing any short selling order.

9.1 客戶必須事先通知經紀行當其沽出指令涉及客戶沒有擁有的證券即涉及賣空情況（包括客戶為沽售而借來之證券）。客戶確認及同意經紀行不會接受任何賣空指示，除非客戶向經紀行提供經紀行認為必要的確認、文件證據及保證證實客戶在賣空指令發出前，持有即時可行使而不附有條件的權利將有關證券授與買入者。

10. ELECTRONIC TRADING SERVICE

10. 電子交易服務

10.1 Subject to the terms and conditions as set out in Schedule A of Part III to this Agreement, the Broker may grant the facility to the Client to conduct electronic trading of securities in respect of the Account.

10.1 根據本協議第三部分附表 A 列出的條件及條款，經紀行可以給予客戶的帳戶融資安排讓其進行電子證券交易。

11. STOCK OPTIONS TRADING

11. 股票期權交易

11.1 The Broker refers the Client to the special rules, terms and conditions applicable to stock options trading in Schedule B of Part III.

11.1 客戶如欲了解適用於期權交易的特別規例、條件及條款，請參閱本協議第三部分附表 B。

12. MARGIN SECURITIES TRADING

12. 保證金證券交易

12.1 Subject to the terms and conditions as set out in Schedule C of Part III to this Agreement, the Broker may grant the Facility to the Client to conduct margin securities trading in respect of the Account.

12.1 根據本協議第三部分附表 A 列出的條件及條款，經紀行可以給予客戶的帳戶融資安排讓其進行保證金證券交易。

13. FOREIGN CURRENCY TRANSACTIONS

13. 外幣交易

13.1 In the event the Client instructs the Broker to enter into any transaction on an Exchange on which such securities transactions are effected in a currency other than the currency in which the Account is denominated then :-

13.1 倘若客戶指示經紀行在交易所或其他市場訂立交易，而該交易以帳戶的制定貨幣以外的外幣進行，則：

- (a) any profit or loss arising from fluctuations in the exchange rate of the relevant currencies shall be for the account of the account of the Client solely; and
- (a) 所有因匯率波動而引起的損失及利益及風險皆全數由客戶承擔；
- (b) when such securities are bought, sold, set off or otherwise liquidated, the Broker may in its absolute discretion debit or credit the Account in the currency in which the Account is denominated at an exchange rate determined conclusively by the Broker on the basis of the then prevailing market rates of exchange between the relevant currencies.
- (b) 當有關證券合約被買入、賣出、抵消或平倉結算，經紀行應以帳戶指定之貨幣為單位，以當時貨幣市場就有關貨幣之兌換率作基準終論性地決定相關兌換率，並於客戶之帳戶內記入欠帳或進帳。

13.2 The Client authorises the Broker to debit the Account for any expenses incurred in effecting the currency conversion. The Broker hereby reserves the right at any time to refuse to accept any instructions from the Client in relation to currency conversion.

13.2 客戶授權經紀行從帳戶扣出任何因執行貨幣轉換而牽涉的費用。經紀行保留權利在任何時間拒絕接受客戶關於貨幣轉換的任何指示。

14. SECURITIES IN THE ACCOUNT(S)

14. 帳戶內的證券

14.1 The Client specifically authorises the Broker, in respect of any of the securities (whether in Hong Kong or elsewhere) deposited by Client with the Broker or purchased or acquired by the Broker on behalf of Client, and held by the Broker for safe keeping, to register the same in the name of the Broker, its nominee, or deposit in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Broker with an authorised financial institution, an approved custodian, clearing house or another licensed intermediary (in this Clause 14 referred to as "Segregated Account for Securities") or deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.

14.1 客戶特此授權經紀行就客戶存於經紀行之任何證券，或由經紀行代表客戶買入或收購之任何證券，還有經紀行代為安全保管而持有之任何證券，（不論該證券乃於香港或其他地方），皆可以經紀行或經紀行指定的任何代名人（不論該代名人是在香港還是在其他地方的人士）或客戶名義登記該等證券，或將該等證券存入一個由證券行開立及維持的獨立帳戶內而該獨立帳戶乃指定為信託帳戶或客戶帳戶並設於香港一認可財務機構、核准保管人或其他獲發牌提供證券交易之中介人，（於此第 13 條稱為「獨立證券帳戶」）或將該等證券存於任何海外保管人或海外結算公司但須遵守適用的監管規則。

14.2 Client specifically authorises the Broker, in respect of any of the securities collateral (whether in Hong Kong or elsewhere) deposited with, or otherwise provided by or on behalf of Client to the Broker, to:

14.2 客戶特此授權經紀行就任何由或代客戶存放或提供之證券抵押品（不論於香港或其他地方）：

- (a) deposit in a Segregated Account for Securities;
- (a) 將該等證券抵押品存入獨立證券帳戶；
- (b) deposit in an account in the name of the Broker or with an authorised financial institution, an approved custodian, clearing house or another licensed intermediary;
- (b) 存入於一認可財務機構、核准保管人或其他獲發牌提供證券交易中介人並以經紀行之名義（視情況而定）開立之帳戶內；
- (c) register in the name of Client on whose behalf the securities collateral has been received, the Broker or its nominee;
- (c) 以代其收受證券抵押品的客戶、經紀行或經紀行指定的任何代名人之名義登記；或
- (d) deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.
- (d) 存於任何海外保管人或海外結算公司但須遵守適用的監管規則。

14.3 Any securities and other securities collateral (whether in Hong Kong or elsewhere) held by the Broker, any member of the Group, banker, institution, custodian, nominee, intermediary or any other person pursuant to this Clause 14 shall be at the sole risk of Client.

14.3 經紀行或任何集團成員、銀行、機構、保管人、代名人、中介人或任何其他人士依據本第 14 條持有之任何證券及證券抵押品（不論在香港或在其他地方），均由客人自行承擔風險。

14.4 If in relation to any securities deposited with the Broker or any member of the Group or any other person pursuant to this Clause 14 but which are not registered in Client's name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) shall be credited (or payment made to Client as may be agreed) with the proportion of such dividends, distributions or benefits equal to the proportion of the securities held on behalf of Client out of the total number or amount of such securities.

14.4 凡按本第 14 條存於經紀行或任何集團成員或任何其他人士但並非以客戶之名義登記的任何證券，一旦該等證券分派股息或其他分配或利益分發，帳戶（或多個帳戶）將被記入進帳（若客戶同意可另行收受），該股息、分配或利益之分派比例將等如該等證券之總數或總額中代客戶持有之證券部份。若該等證券的碎股並不合資格獲得任何該等股息、分派或利益，則代客戶持有的碎股將不獲攤分該等股息、分派或利益。

14.5 Except as provided in this Agreement or otherwise allowed under the Laws such as pursuant to a Client's standing authority, the Broker shall not, without Client's oral or written direction or standing authority, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of Client's securities or securities collateral for any purpose.

14.5 除非本協議另有所指或法例（例如關於客戶的常設授權）容許，否則經紀行不應在沒有客戶口頭或書面指示或常設授權下，存入、轉移、借貸、質押、再質押或以任何方式處理任何客戶證券或證券抵押品不論任何目的亦然。

14.6 The Broker is authorised, in accordance with applicable Laws or pursuant to a lawfully agreed standing authority, to dispose of any of Client's securities or securities collateral (and the Broker shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of Client to the Broker.

14.6 為抵銷任何客戶或代客戶欠下經紀行之負債，經紀行獲授權（依據適用法例或一合法協定之常設授權）處置客戶任何證券或證券抵押品（經紀行有絕對酌情權決定處置哪些證券或證券抵押品）。

14.7 Where any securities are held in the Broker's name or its nominee, the Broker will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of Client. Nothing in this Agreement shall in any way impose on the Broker any duty to inform Client or to take any action with regards to the attendance of meetings and to vote at such meetings. The Broker or any member of the Group has no duty in respect of notices, communications, proxies and other documents, relating to the securities received by the Broker or to send such documents or to give any notice of the receipt of such documents to Client. The Broker has the right to charge Client for its/their respective services in taking or arranging custody of Client's securities or any action pursuant to Client's instruction.

14.7 凡任何以經紀行，或經紀行指定或同意之任何代名人（按照本第 13 條）名義持有之證券，除非客戶另有書面指令，經紀行或該集團成員一概不會出席任何會議，行使任何投票或其他權利，包括填妥委託書。本協議內無訂明經紀行或任何集團成員有責任通知客戶出席會議及於會議中投票。就經紀行或任何集團成員接收之證券，經紀行毋須負責有關該等證券之任何通知、訊息、委託書及其他文件，亦不會傳達該等文件或發出任何有關已收取該等文件之通知予客戶。經紀行有權因提供或安排保管客戶證券或按客戶指示行動之服務，而向客戶收取費用。

14.8 Without prejudice and in addition to other rights and remedies of the Broker, the Broker may, at any time and from time to time, dispose of any of the Client's securities (whether in Hong Kong or elsewhere) or securities collateral (whether in Hong Kong or elsewhere) in settlement of any liability owed by or on behalf of Client to the Broker, such relevant member of the Group or a third person. The Broker is authorised to do all things as necessary in connection with any such disposal without any liability for any resulting or associated loss or expense. Without prejudice to the foregoing, Client shall not make any claim against the Broker concerning the manner or timing of such disposal.

14.8 在不損害及附加於經紀行及其他集團成員的其他權利及補償權下，經紀行可隨時及不時處置(或促使任何相關集團成員處置)任何客戶的證券(不論在香港或其他地方)或證券抵押品(不論在香港或其他地方)，以解除由或代客戶對經紀行、該相關集團成員或第三者所負的責任。經紀行及該相關集團成員(若適用)獲授權就任何該處置作出一切必要事項而毋須就相應或連帶的虧損或費用承擔責任。在不損害上文之情況下，客戶不得就該處置之方式或時間向經紀行及/或該相關集團成員(若適用)提出任何索償。

15. MONIES IN THE ACCOUNT(S)

15. 帳戶內的款項

15.1 Subject to the Regulatory Rules and Laws, the Broker shall be entitled to deposit or transfer any monies held in the Account(s) or received for or on the account of Client with or to or interchangeably between one or more segregated account(s) opened and maintained by the Broker or any member of the Group in Hong Kong or elsewhere each of which shall be designated as a trust account or client account, at one or more authorised financial institution(s) and/or any other person approved by the SFC for the purposes of the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of Hong Kong) and/or any other person(s) overseas. Unless otherwise agreed between Client and the Broker and to the extent permitted by the Laws, any interest accrued on such monies shall belong to the Broker absolutely.

15.1 經紀行有權把在帳戶（或多個帳戶）內持有或代客戶接收之任何款項存放或轉移至由經紀行或任何其他集團成員所設於香港或其他地方之一或多個獨立帳戶內或於該等帳戶間互相轉移，而該/該等每一個獨立帳戶須指定為信託帳戶或客戶帳戶，並在一所或多所認可財務機構及/或證監會以《證券及期貨（客戶款項）規則》（香港法例第 571I 章）第 4 條為目的而批准的其他一個或多個人士及/或任何其他一個或多個海外人士(但必須遵從適用的監管規則)處開立。在客戶與經紀行均同意及法例容許之情況下，所有上述款項之利息將歸經紀行所有。

16. COMMISSIONS, FEES AND CHARGES, LIENS, SET-OFF AND CONSOLIDATION

16. 佣金、收費及費用、留置權、抵銷與合併

16.1 The Client agrees to pay the Broker immediately upon demand:-

16.1 客戶同意在被要求時立即向經紀行繳付：-

- (a) brokerage commissions at such rates as may be determined by the Broker and may be notified to the Client from time to time;
- (a) 由經紀行訂定比率的經紀佣金，經紀行可能不時通知客戶佣金的比率；
- (b) all commissions, brokerage, levies, fees, duties and taxes and all other charges and expenses incurred by the Broker arising out of or in connection with any securities contract entered into by the Broker on behalf of the Client or otherwise arising out of or in connection with the performance of any of the Broker's duties under this Agreement; and
- (b) 經紀行因或關於其作為客戶代理人交易證券合約或經紀行在履行其在本協議下的職責而令經紀行招致的所有佣金、經紀費、徵費、收費、稅項及稅款及所有其他費用和開支。
- (c) interest on any monies advanced to the Client at such rates as may be determined by the Broker and notified to the Client from time to time.
- (c) 預支予客戶的任何金錢所產生的利息，息率由經紀行訂定並不時通知客戶。

16.2 Without prejudice to any other rights and remedies available to the Broker, the Broker may charge a monthly maintenance fee of such amount in such currency as the Broker may determine from time to time on the dormant Account if the Client has no trading activity for six months or more. Payment of such fees will be automatically deducted from the Account.

16.2 在不損害及附加於經紀行的其他權利及補償權下，經紀行可向六個月或以上沒有交易活動的不活躍帳戶收取月費，而費用的貨幣由經紀行不時訂定。該等費用將自動從有關帳戶中扣除。

16.3 The Client undertakes to pay interest to the Broker on all overdue balances owed by the Client to the Broker (including interest arising after a judgment debt is obtained against the Client) at a rate equivalent to 3% per annum over the Broker's cost of funds or the prime lending rate of a Hong Kong bank at the relevant time, whichever is higher, and such interest will be calculated and payable on the last day of each calendar month or at such time as the Broker may determine.

16.3 客戶同意倘若其對經紀行有任何款項的拖欠（包括經裁決之客戶債務所累積的利息），將以按經紀行的資金成本加年利息百分之三或一家香港銀行不時規定的貸款優惠利率加年息百分之三(取較高者)的利率向經紀行支付利息。此等利息按日計算，並須於每公曆月最後一日或按經紀行決定之日期支付。

16.4 Without prejudice to other provisions of this Clause 16, the Broker may deduct any amount contemplated in this Clause 16 from the Account.

16.4 在不影響本 16 條款的其他條文之情況下，經紀行可以從帳戶中扣除第 16 條所預期之任何金額。

16.5 Subject to applicable Laws, without limitation and in addition to any other rights and remedies of the Broker, the Client agrees that:

16.5 在遵守適用法例之前提下，以及在不限制並附加於經紀行及其他集團成員的任何其他權利及補償權之情況下，客戶同意：

- (a) without prejudice to any other provisions in this Agreement, the Broker shall have a general lien over all or any part of any money or securities held by the Broker for the discharge of Client's obligations to the Broker, any member of the Group or a third person;
- (a) 在不影響本協議其他條文之情況下，經紀行及集團對經紀行持有的全部或任何部份款項或證券擁有一般留置權，以履行客戶對經紀行、任何集團成員或第三者之責任
- (b) the Broker may at any time and from time to time without prior notice combine or consolidate all or any of Client's accounts with, and/or apply Client's securities and/or other properties in or towards satisfaction of, any liabilities to the Broker and/or other members of the Group;
- (b) 經紀行可隨時及不時將客戶所有或任何帳戶與客戶欠付經紀行的任何債項進行合併或綜合，及/或將客戶的證券及/或其他財產用於清償拖欠經紀行及/或其他集團成員的任何負債，而毋須發出事先通知；

(c) the Broker may at any time and from time to time without prior notice set-off or transfer any sum in whatever currency standing to the credit of any of Client's accounts with the Broker or other members of the Group in or towards satisfaction of any of Client's liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to the Broker and/or other members of the Group.

(c) 經紀行可隨時及不時並無須事先通知抵銷或轉移客戶存放於其在經紀行或其他集團成員處的任何帳戶內不論何種貨幣的任何款項，以清償客戶對經紀行及／或其他集團成員的不論任何性質之任何負債（包括以當事人或擔保人身份招致之債務及不論此等債務為實際或或有、主要或附屬、各別或聯合）。

16.6 Without prejudice to and in addition to other rights and remedies of the Broker and other members of the Group, the Broker shall be entitled but not be obliged (and is hereby authorized by Client), at its discretion and without notice to Client, to dispose of Client's securities and/or other properties for the purpose of settling any liability owed by Client to the Broker for:

16.6 在不損害並附加於經紀行及其他集團成員的其他權利及補償權之情況下，經紀行有權但無責任（並於此獲客戶授權）可以酌情決定處置客戶的證券及／或其他財產（而不必通知客戶），以便清還客戶因或關於下述原因而拖欠經紀行之債務：

(a) dealing in securities which remains after the Broker has disposed of all other assets designated as collateral for securing settlement of that liability, or

(a) 進行證券買賣引起之債務，而該債務在經紀行已經處置了指定作為保證清償該債務之抵押品的所有其他資產後仍然存在；或

(b) financial accommodation provided by the Broker to Client which remains after the Broker has disposed of all other assets designated as collateral for securing settlement of that liability.

(b) 經紀行向客戶提供財務通融引起之債務，而該債務在經紀行處置了指定作為保證清償該債務之抵押品的所有其他資產後仍然存在。

16.7 Subject to applicable Laws and without prejudice to and in addition to any general lien and other rights and remedies entitled by the Broker, at any time when Client is indebted to the Broker in any respect, the Broker shall be entitled but not be obliged (and Client irrevocably and unconditionally authorises the Broker), at its discretion and without prior notice to Client, at any time and from time to time:

16.7 受制於適用法例下，以及在不損害及附加於經紀行享有之任何一般留置權及其他權利及補償權之情況下，當客戶在任何時候，在任何方面對經紀行欠有債務，經紀行有權但無責任（及客戶現不可撤回及無條件地授權經紀行）可以酌情決定並無須事先通知客戶下隨時及不時：

(a) to combine or consolidate all or any of Client's existing accounts with the Broker or any member of the Group regardless of whether notice is required and the nature of the account (i.e. whether deposit, loan or any other nature); and

(a) 合併或綜合客戶在經紀行或任何集團成員所開立的一切或任何現有之帳戶，不論是否需要通知及不管帳戶之性質（即不論是存款、借貸或其他性質）；及

(b) to set-off or transfer any sum standing to the credit of anyone or more of such accounts wherever they are situated, in order to satisfy Client's liabilities to the Broker and/or any member of the Group on any other account or other respect whatsoever.

(b) 抵銷或轉移設於任何地方的任何一個或多個該等帳戶內之存款，以清償客戶於其他帳戶或其他方面對經紀行及／或任何集團成員之欠債。

16.8 The Broker shall have the right to sell such securities, investments and property and utilise the proceeds to offset and discharge all the obligations of Client without any prior notice to Client, whether as principal or as surety, to the Broker and/or any member of the Group regardless of:

16.8 經紀行有權沽售該等證券、投資及財產，並以所得款項抵銷及清償客戶所有對經紀行及／或任何集團成員不論是作為當事人或擔保人的債務，並毋須向客戶提出事前通知，亦不論：

(a) whether any other person is interested in, or whether the Broker has made advances in connection with, such securities, investments or property; and

(a) 該等證券、投資或財產是否有任何其他人士之權益，或經紀行是否已貸出款項；及

(b) the number of Accounts the Client may carry with the Broker.

(b) 客戶在經紀行開立帳戶之數目。

16.9 The Broker is authorised to do all things as necessary in connection with such sale without any liability for any resulting loss.

16.9 經紀行獲授權就該沽售作出一切必要事項而毋須就相應虧損承擔責任

16.10 The Client agrees that the Broker shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any Account with the Broker with any interest due and payable by Client in accordance with this Clause 16 and Client undertakes to, immediately upon demand by the Broker, do such act(s) and/or execute such document(s) as may be required by the Broker at any time and from time to time in order to give full effect to each such debit.

16.10 客戶同意經紀行有權（但並無義務）不時並無須事先通知從經紀行處開立之任何帳戶及／或客戶的任何一個或多個帳戶內扣除客戶按本 16 條款應付之任何利息及客戶承諾應經紀行之要求立即作出及／或簽署經紀行可能隨時及不時要求之行動及／或文件，以使每一項該等扣除全面生效。

17. DEFAULT

17. 違約事項

17.1 The Broker shall be entitled to exercise their powers under clause 17.2 upon or at any time after the occurrence of any of the following Events of Default:-

17.1 經紀行有權在以下任何一項違約事項發生之際或其後之任何時候，行使在第 17.2 條下之權力：

(a) Non-payment: Client defaults in paying, further securing or satisfying on demand any monies or liabilities under this Agreement or any agreement with the Broker;

(a) 欠繳：客戶未償付，或未能在被要求後馬上進一步擔保或清償於本協議下，或於客戶與經紀行間之任何協議下，所欠付之金錢或債務；

(b) Breach of representation: any statement, representation, warranty or undertaking made, repeated or deemed to have been repeated by Client in this Agreement or in any notice or other document delivered to the Broker in connection with this Agreement that is or proves to have been incorrect or misleading when made, repeated or deemed to have been repeated;

(b) 違反陳述、聲明：任何客戶在本協議或送達經紀行並有關本協議之任何通知或其他文件內，作出、重申或被視為重申之任何陳述、聲明、保證或承諾，在作出、重申或被視為重申時，該陳述、聲明、保證或承諾是不正確或具誤導性，或被證實作出、重申或被視為重申時，該陳述、聲明、保證或承諾已是不正確或已具誤導性；

(c) Breach of other obligations: Client fails to perform or comply with any of its other obligations under this Agreement or any agreement with the Broker and, if that failure is capable of remedy, does not remedy such failure to the satisfaction of the Broker immediately following receipt of notice from the Broker or any member of the Group requiring it to do so;

(c) 違反其他責任：客戶未能履行或遵從本協議或客戶與經紀行間之協議下其任何其他責任及若該違反行為乃可補救的，但客戶未能在收到經紀行要求補救之通知後立即作出補救並達至令經紀行滿意；

(d) Winding-up : where Client is a corporation;

(d) 清盤：倘客戶是一個法團；

(e) Bankruptcy : Bankruptcy proceedings are commenced in respect of Client where Client is an individual, or a bankruptcy order is made against Client or Client makes any composition or arrangement with Client's creditors, dies, becomes of unsound mind and/or insane;

- (e) 破產：就客戶乃自然人而言，針對其破產程序啟動，或對客戶發出破產令，或客戶與其債權人達成任何債務重組協議或安排，或者客戶經已死亡、精神不健全及/或精神錯亂；
- (f) Material adverse change in Client's financial condition;
(f) 客戶財政狀況出現重大不利的改變；
- (g) Incompetence: where the Client is an individual, a sole proprietor or a partnership, a judicial declaration of incompetence or mental incapacity is made in respect of the Client or any of the partners, or the Client or any of the partners dies;
(g) 不勝任：當客戶乃個人、獨資經營者或合夥商號，而客戶或任何合夥人在法律上已被宣佈為不勝任或精神無行為能力，或者客戶或任何合夥人經已死亡；
- (h) Unlawfulness: where the Broker in its sole opinion believes there may be a basis for suspicion that the Client has engaged or may be engaging in any market misconduct or any other activity which is prohibited by any Laws or Regulatory Rules or applicable terms and conditions of whatsoever nature; and
(h) 不合法：當經紀行僅按其看法，相信有根據懷疑客戶已或可能參與市場不當行為或任何法例、監管規則或任何適用條款及條件所禁止的任何其他活動；
- (i) Others: in the sole discretion of the Broker, when the Broker regards it to be otherwise necessary or appropriate e.g. due to margin requirements or otherwise.
(i) 其他情況：當經紀行以其獨有酌情權認為其他必須或合適之情況，例如由於保證金要求或其他要求。

17.2 Upon or at any time following the occurrence of any of the Events of Default, all amounts owing by the Client to the Broker shall become immediately payable on demand and the Broker, without notice to the Client, may do any of the following in its sole discretion:

17.2 當發生違約事項之際或其後任何時候，客戶所有未繳付經紀行之總額，必須在要求下立即償付；並經紀行可在沒有給予客戶任何通知之情況下，酌情採取以下任何行動：

- (a) terminate all or any part of this Agreement and close the Account, or otherwise suspend operation of the Account;
(a) 終止本協議及結束帳戶或暫停運作帳戶；
- (b) immediately require Client to repay or discharge the Facility or any other facility, if any;
(b) 可要求客戶立即清償或償還任何融資；
- (c) cancel any or all outstanding orders or any other commitments made on behalf of the Client;
(c) 撤銷任何或所有未執行之指令或任何代表客戶作出之其他承諾；
- (d) close any or all contracts between the Broker and the Client, cover any short position of Client through the purchase of securities on the relevant Exchange(s) or, liquidate any long position of the Client through the sale of securities on the relevant Exchange(s);
(d) 結束任何或所有客戶與經紀行之間之合約，透過在一間或多間相關交易所買入證券以填補客戶之任何淡倉，或透過在一間或多間相關交易所沽出證券以清算客戶之好倉；
- (e) sell or otherwise dispose of the securities held for the Client to settle any liability owed by the Client to the Broker which remains after the Broker has disposed of all client collateral for securing the settlement of that liability; and
(e) 沽出或以其他方式處置為客戶持有之證券，以清償任何客戶對經紀行之欠債而該欠債乃在經紀行處置所有客戶用以作該欠債之抵押品後仍然存在；及
- (f) combine or consolidate any or all accounts of the Client and exercise right of set-off in accordance with this Agreement.
(f) 按照本協議，合併或綜合任何或所有客戶的帳戶及行使抵銷權。

18. LIABILITY AND INDEMNITY

18. 責任及彌償

18.1 Neither the Broker nor any of its officers, employees or agents shall have any liability whatsoever (save in the case of gross negligence, willful default or fraud) for any loss, expense or damage suffered by the Client as a result of:-

18.1 對於客戶由於以下事項而承擔的任何損失、支出或損害，經紀行、其任何人員、僱員及代理人均毋須負任何責任（但由於嚴重疏忽或故意失職或詐騙而產生的除外）：

- (a) the Broker acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Broker or any Affiliate of the Broker or by any of its or their officers, employees or agents; or
(a) 經紀行依照客戶發出的任何指示行事或對指示予以依賴，不論有關的指示是否在經紀行或經紀行任何聯屬人或彼等之人員、僱員或代理人給予任何建議或意見後發出；或
- (b) the Broker failing to perform its obligations hereunder by reason of any cause beyond the Broker's control including any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action or the failure of any relevant Exchange and/or Clearing House and/or broker and/or any other person, firm or company whatsoever to perform its obligations; or
(b) 經紀行由於其控制範圍以外的因素而未能履行其在本協議下的義務，其中包括傳送、通訊或電腦設施出現的損壞或故障，郵政或其他方面的罷工或類似的工業行動，或任何交易所及/或結算所及/或經紀及/或任何其他人士、商號或公司沒有履行其義務；或
- (c) any relevant Exchange and/or clearing house and/or broker ceasing for any reason to recognize the existence of any securities contract entered into by the Broker 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.
(c) 任何交易所及/或結算所及/或經紀因任何原故停止承認經紀行代表客戶訂立的任何證券合約的存在，或沒有履行任何該等合約或將之平倉，但在兩種情況下皆不會影響客戶在本協議下須就任何該等合約而承擔的責任以及客戶因該等合約而產生的其他義務及責任。

18.2 Without limiting the generality of Clause 18.1 above, neither the Broker nor any of its officer, employees or agents shall have any liability whatsoever (save in the case of gross negligence, willful default or fraud) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Broker.

18.2 在不限制以上第 18.1 段的概括性的前提下，對於客戶由於或者指稱由於經紀行延遲或被指稱延遲依照客戶向經紀行發出的指示行事或沒有依照該等指示行事而承擔的任何損失、支出或損害，經紀行及其任何人員、僱員及代理人均毋須負任何責任（但由於嚴重疏忽或故意失職或詐騙而產生的除外）。

18.3 The Client undertakes to fully indemnify and keep indemnified the Broker, its officers, employees, agents and affiliates in respect of any costs, demands, damages and expenses whatsoever which may be suffered or incurred by the Broker, its officers, employees, agents and affiliates directly or indirectly arising out of or in connection with any securities contract entered into by the Broker as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of any action by the Broker, its officers, employees, agents and affiliates in accordance with the terms of this Agreement, except to the extent that the same results from the Broker's gross negligence, willful default or fraud. The Client also agrees to pay promptly to the Broker all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Broker, its officers, employees, agents and affiliates in the enforcement of any of the provision of this Agreement.

18.3 客戶保證，對於經紀行因其以客戶代理人身份代表客戶訂立任何證券合約或因其按照本協議的條款採取行動而可能直接或間接產生或承擔的任何費用、要求、損害賠償及支出，客戶將會對經紀行、其人員、僱員、代理人及聯屬人作出全數彌償，由於經紀行的嚴重疏忽或故意失職或詐騙所產生的除外。客戶並同意，經紀行、其人員、僱員、代理人及聯屬人如須強制執行本協議任何條款，客戶必須迅速償付經紀行、其人員、僱員、代理人及聯屬人由此產生的一切損害賠償、費用及支出（包括徹底償付法律支出）。

19. DISCLOSURE OF INFORMATION

19. 資料披露

19.1 The Client warrants and undertakes to the Broker that all information provided by Client from time to time in, under or pursuant to this Agreement is and will be accurate, complete and up-to-date. Client shall notify the Broker forthwith of any change to such information. The Broker shall be entitled to rely fully on all such information for all purposes until the Broker is notified to the contrary in writing and any such written notification shall be duly signed by the Client. The Client understands and accepts that notwithstanding anything to the contrary which may be contained in this Agreement, any change to any such information shall not take effect until three (3) days after the actual receipt by the Broker of the relevant written notification.

19.1 客戶向經紀行保證及承諾：客戶在本協議內或下或按本協議不時所提供之所有資料（及將會提供之資料）均準確、完整及最新的。上述資料如有任何改動，客戶須立即通知經紀行。除非經紀行接獲客戶以書面通知的任何變更，否則經紀行有權完全依賴該等資料作一切用途及任何該等書面通知須由客戶恰當地簽署。客戶明白及接受：儘管本協議或另有相反規定，任何該等資料之任何變更，只會在經紀行確實收妥有關書面通知當日起計三日後或經紀行可以書面同意之較短時間後才會生效。

19.2 The Broker shall notify Client of any material change to the information relating to the Broker provided in, under or pursuant to this Agreement.

19.2 本協議內或之下或據本協議所提供關於經紀行之資料，如有任何重大改動，經紀行應通知客戶。

19.3 The Client shall immediately on demand by the Broker at any time and from time to time supply to the Broker such financial and/or other information in connection with the subject matter of this Agreement as the Broker may reasonably require. Client agrees that the Broker may conduct credit enquiries or checks on Client for the purpose of ascertaining the financial situation of Client from time to time.

19.3 在經紀行隨時及不時之要求下，客戶應立即向經紀行提供其合理要求並有關本協議事項的財務資料及／或其他資料。客戶同意經紀行可不時對客戶進行信用調查或檢查，藉以確定客戶的財政狀況。

19.4 The Broker may provide any information relating to Client and/or any transaction and/or the Account to any Regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in the Broker's sole discretion, it deems it appropriate in the circumstances.

19.4 經紀行可將有關客戶及／或任何交易及／或帳戶之任何資料提供予任何監管機構或其他人士，以遵照合法之規定或要求（不論該等規定或要求是否具強制性）；或當經紀行行使酌情權在其視為合適的情況將該等資料交予任何監管機構或其他人士。

19.5 The Broker's policies and practices relating to the use of personal data are set out in Part V to this Agreement.

19.5 經紀行的個人資料政策和慣例，已在本協議第五部分列出。

20. WARRANTIES AND UNDERTAKINGS

20. 保證及承諾

20.1 The Client hereby undertakes, represents and warrants on a continuing basis that:-

20.1 客戶持續保證、申述並承諾：-

(a) he/she is not, or in the case where the Client is a company or body corporate, none of its officers are employed by any exchange, board of trade or clearing house, or by any corporation of which any exchange owns a majority of the share capital, or (unless written consent to such trading is filed with the Broker) employed by a member of any exchange or by a firm registered on any exchange;

(a) 其本身，或如客戶為一間公司或法團，則其人員，並沒有受僱於任何交易所、商會、結算所或由任何交易所擁有大多數股份的公司，亦非受僱於任何交易所的成員或在任何交易所註冊的公司（除非允許進行此等交易的同意書已提交經紀行備案）；

(b) except as disclosed in writing,

(b) 除了書面披露者以外，

(i) no one (other than any person named in the Securities Client Account Opening Form as account holder, partner, beneficial owner or beneficiary) has an interest in the Account;

(i) 並無任何人（證券客戶開戶文件中名列的帳戶持有人、合夥人、權益持有人或受益人除外）在帳戶中擁有權益；

(ii) the information provided by the Client in connection with the opening of the Account is true, complete and correct;

(ii) 客戶就開戶而提供的資料為真實、完整及正確的；

(iii) the Client will notify the Broker forthwith of any material changes in any of the information so provided;

(iii) 提供的資料如有任何重大變更，將由客戶立即通知經紀行；

(iv) the Client has determined that trading in securities contracts is for the benefit of and appropriate for the Client, is prudent in all respects and does not and will not violate any statute, rule, regulation, judgment, or decree, agreement or undertaking to which the Client is subject or bound; and

(iv) 客戶確定“證券合約”乃為客戶利益及適合客戶進行，在各方面均為謹慎的，而且目前及將來均不會抵觸客戶受制或受到約束的任何法規、規則、規例、判決、法令、協議或承諾；及

(v) in the case where the Client is a company or body corporate, it has full and unrestricted power to enter into this Agreement and that it has obtained all necessary consents and has taken all necessary actions (including, where appropriate, any action required under its corporate or other organizational documents) to authorize it to enter into this Agreement and to perform its obligations hereunder.

(v) 如客戶為一間公司或法團，客戶擁有全權及不受限制的權力以訂立本協議，並且已獲得所有必要同意及已採取所有必要的行動（包括，如恰當時，根據其法團或機構之文件下所有之行動）及履行其在此之下的責任。

(c) the Client further agrees not to charge or pledge, or allows to subsist any charge or pledge over, the margin or any property or rights forming part of the Account without the Broker's agreement or to sell, grant an option over, or otherwise deal in any way with or propose to sell, grant an option over or deal with the same;

(c) 客戶同意在未經經紀行的同意前，就保證金或構成其帳戶的其中部分的任何財產或權利而言，不會作出抵押或質押或容許就此存在任何抵押或質押，或就該等保證金、財產或權利進行出售、授予期權或以任何形式處置，或建議出售、授予期權或以任何形式處置。

- (d) the Client has received, read and understood the contents of the Risk Disclosure in Part IV to this Agreement and the Client has sufficient experience to assess the suitability of the transaction contemplated under the Agreement;
- (d) 客戶已經收到、閱讀並明白“風險披露”文件的內容，而客戶有足夠經驗評估協議中預期的交易的適當性。

21. GOVERNING LAW

21. 管轄法律

21.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts. If the Client is resident or domiciled outside Hong Kong, the Client irrevocably appoints the person named in the Account Application as its agent to accept service of any legal process in Hong Kong in connection with this Agreement. The Client agrees that any writ, summons, order, judgment or other document shall be deemed duly and sufficiently served on the Client if addressed to the Client or to the said agent and left at or sent by post to the respective address of the Client or the said agent last known to the Broker. The foregoing shall not limit the Broker's right to serve process on the Client in any manner permitted by law in any jurisdiction. If the said agent (or any replacement agent appointed pursuant to this sub-clause) at any time ceases for any reason to act as such, the Client shall appoint a replacement agent to accept service having an address for service in Hong Kong and shall notify the Broker of the name and address of the replacement agent; failing such appointment and notification, the Broker shall be entitled by notice to the Client to appoint such a replacing agent to act on the Client's behalf.

21.1 本協議受香港法律管轄，並須按香港法律解釋，客戶不可撤銷地服從香港法院的非專屬性管轄權。若客戶居住或定居香港以外，客戶不可撤銷地委派列於帳戶申請書中之代理人為其在香港接收與本協議有關之任何法律訴訟文件送達之代理人。客戶同意，任何令狀、傳票、旨令、判決或其他文件，如已註明客戶或上述代理人為收件人並送遞或郵寄到經紀行最後得知的客戶或上述代理人的地址，即被視為已正式有效地送達給客戶。以上規定並不限制經紀行在任何司法區內按法律容許的方式將法律訴訟文件送發給客戶的權利。如該代理人（或任何根據本分項獲委任取代的代理人）於任何時間以任何理由終止其任期，客戶須委任一名有香港地址的代理人以取代接收送達，並且須通知經紀行該取代的代理人的名稱及地址，如未能如此作出委任及通知的話，經紀行則有權向客戶發出通知以其委任之取代性代理人代表客戶。

22. MISCELLANEOUS

22. 其他條款

22.1 The Broker's right to report - Without prejudice to any right or obligation that the Broker may have under the Laws, Client acknowledges that the Broker shall have the right to report any suspected trading misconduct, other malpractice or irregularity to any Regulators, authorities or the issuer of the financial product concerned, and the Broker may in its sole discretion suspend the operation of the Account or decline to act on any instruction without incurring any liability whatsoever to Client for any claim, loss, proceeding or expense howsoever related to the Broker's suspension of the Account or its delay or refusal to act upon any instruction relating to the Account.

22.1 經紀行之舉報權利 - 在不影響經紀行在法例下之權利及責任之情況下，客戶確認經紀行有權向任何監管機構、機關或有關金融產品發行者舉報任何懷疑不當交易行為、其他不良行為或不合規則事件。同時，經紀行可按其獨有的酌情權暫停運作帳戶或拒絕執行任何指令，就不論怎樣相關經紀行暫停運作帳戶或其延遲或拒絕執行關於帳戶之指令而產生之任何申索、損失、法律程序或費用，經紀行概不負責。

22.2 Client's obligation - The Client undertakes to do and execute any act, deed, document or thing which the Broker may require in connection with the implementation, execution and enforcement of the terms of this Agreement. Client irrevocably appoints the Broker as its attorney to do and execute any act, deed, document and thing which it undertakes to do or execute under this Agreement but fails to do or execute upon the request of the Broker.

22.2 客戶之責任 - 客戶承諾按經紀行之要求執行及簽署與實施、簽訂及履行本協議有關之任何行動、契約、文件或事項。客戶不可撤回地委任經紀行為其受託代表人，執行及簽訂任何在本協議下客戶承諾執行或簽訂但其在經紀行要求下未能完成之任何行動、契約、文件及事項。

22.3 Joint account - Where the Account is a joint account, unless otherwise stated in the Account Application, the Broker may accept instructions from any of the account holders, and each joint account holder agrees with the others to be jointly and severally liable for all obligations in connection with this Agreement. The Broker has no obligation to inquire into the purpose or propriety of any instruction given or to see to the application of any funds delivered by Client or any or more of the joint account holders in respect of the Account. The Broker shall be at liberty to release or discharge any of the account holders from their liability hereunder or to accept any proposition from or make other arrangements with any of the account holders without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Broker against the other or others and none of them nor shall this Agreement be released or discharged by the death of anyone of them.

22.3 聯名帳戶 - 倘若帳戶乃聯名帳戶，除非開戶申請表內另有說明，經紀行可以接受任何聯名帳戶持有人之指令，且每位聯名帳戶持有人同意與其他聯名帳戶持有人共同及各別地負責與本協議有關之所有責任。經紀行沒有責任查究任何指令的目的或其適當性或留意就帳戶由客戶或任何一位或多位聯名帳戶持有人所交付之任何款項之運用。經紀行可完全自由免除或解除任何聯名帳戶持有人本協議下的責任，亦可以接受任何聯名帳戶持有人提出的建議或者與其作出其他安排，而同時並不免除或解除其他一位或多位聯名帳戶持有人之責任，亦不損害或影響經紀行對其他一位或多位聯名帳戶持有人所行使的權利或從此（等）人士獲得補償，任何一位聯名帳戶持有人去世之後，所有聯名帳戶持有人之責任以及本協議仍然有效，不得免除或解除。

22.4 Any Advice, report, notice or communication given to any joint account holder in accordance with this Agreement shall be deemed to have been duly given to all joint account holders unless: (i) Client's correspondence address has been provided in the Account Application, in which case, any such Advice, report, notice or communication shall be sent to that correspondence address or such other correspondence address as subsequently notified to the Broker in accordance with this Agreement; or (ii) Client has requested and the Broker has accepted that all Advices shall be sent to the email addresses of all joint account holders, being the last notified email addresses on the Broker's records and in such case, all Advices shall be so given. Any Advice, report, notice or communication given by the Broker pursuant to the foregoing shall be deemed to have been received by all joint account holders and shall be binding on all of them.

22.4 根據本協議向任何聯名帳戶持有人發出之任何通知書、報告、通知或通訊將視為已適當地向所有聯名帳戶持有人發出，除非：(i) 於開戶申請表中已載有客戶之通訊地址，那麼任何通知書、報告、通知或通訊將送往該通訊地址或嗣後按本協議通知經紀行之其他通訊地址；或(ii) 客戶已要求並經紀行已同意，所有通知書將送往所有聯名帳戶持有人之電郵地址而該等電郵地址乃是於經紀行記錄上最後通知其之電郵地址，那麼所有通知書將如此發出。經紀行按照上述所發出之任何通知書、報告、通知或通訊將被視為已被所有聯名帳戶持有人收到並對其等具約束力。

22.5 Telephone recording - The Broker may record telephone conversations with Client and the contents of any such recording shall be final and conclusive evidence of the conversation concerned and its content.

22.5 電話記錄 - 經紀行可以記錄與客戶之間之電話對話，且任何該等記錄之內容將作為有關對話及其內容之最終及結論性證據。

22.6 Client's representation - The Client acknowledges that the Broker has explained to Client the terms of this Agreement, and either Client has received such explanation or that Client fully understands the terms of this Agreement without the need for such explanation. Client acknowledges that Client has been advised, and has had the opportunity, to consult Client's own independent legal and other professional advisers.

22.6 客戶聲明、陳述 - 客戶確認，經紀行曾提出向客戶解釋本協議之條款，而且客戶已得到該解釋或客戶不需要該解釋即完全理解本協議之條款。客戶確認，經紀行已經建議客戶及客戶已經有機會徵詢其獨立法律及其他專業顧問之意見。

22.7 Waiver - Save as expressly provided in this Agreement, no failure to exercise, or delay in exercising, on the part of any party hereto any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by the Broker shall be effective unless it is in writing. The rights and remedies of the Broker are cumulative and not exclusive of any rights or remedies provided by the Laws.

22.7 豁免 - 除在本協議中另有明確規定之外，任何本協議一方沒有行使或延遲行使其在本協議下之任何權利、權力或特權，不構成對該權利、權力或特權之豁免；任何單獨或部分行使任何權利、權力或特權，並不排除對該權利、權力或特權之其他或進一步行使，亦不排除行使任何其他權利、權力或特權。經紀行對於其權利之豁免，除非採用書面形式通知，否則一律無效。經紀行之權利及補償權是累計的，包括法例賦予其之任何權利及補償權。

22.8 Assignment – The Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any rights or obligations under this Agreement to any person without the Broker's previous written consent. Subject to the Laws, the Broker may assign, sub-contract, delegate, transfer or otherwise dispose of any of its rights and obligations under this Agreement as the Broker may see fit.

22.8 轉讓 – 未經經紀行事先書面同意，客戶不得轉讓、委託、分包、轉移或以其他方式處置其在本協議下之任何權利或責任予任何人士。在遵守法例之大前提下，經紀行可以在其認為適合之情況下，轉讓、委託、分包、轉移或以其他方式處置其在本協議下之任何權利或責任。

22.9 Notice - Any Advice, report, notice or communication to be made or given to Client shall be in writing and may be sent by ordinary post to its address stated in the Account Application, or by facsimile transmission or electronic means (including through the electronic trading facility) to the fax number or e-mail address stated in the Account Application (or to such other address, fax number, or e-mail address as subsequently notified by Client in writing in accordance with this Clause 22.9). Any notification so given shall be deemed to have been received forty-eight (48) hours after dispatch if sent by post or at the time of transmission if given by facsimile or electronic means.

22.9 通知 – 向客戶作出或提供之任何通知書、報告、通知或通訊，均應採用書面形式，並可以普通郵遞途徑寄至其於開戶申請表上列明之地址，或以傳真或電子途徑（包括透過電子交易服務設施），傳送至開戶申請表上列明之傳真號碼或電郵地址（或嗣後客戶按本第 22.9 條款以書面形式通知之其他地址、傳真號碼或電郵地址）。按照上述方式發出之任何通知，若以郵遞方式發出即在郵寄後的 48 小時後被視為已經送達，或若以傳真或電子方式發出即在傳送時被視作已經送達。

22.10 In all cases if any notice or communication of whatsoever nature is given or delivered to the Broker, it shall only be deemed to have been given or delivered to the Broker on the day of actual receipt by it.

22.10 於所有情況下，若向經紀行作出或交付任何通知或通訊（不論屬任何性質），其於經紀行確實收受當日才被視作已向經紀行作出或交付。

22.11 Amendment and termination - The Broker may, at its absolute discretion and without giving reasons, suspend or terminate the Account and at any time cease to act on Client's behalf. Upon termination or suspension of the Account, all monies owing from Client to the Broker shall immediately become due and payable and Client shall immediately repay such monies to the Broker.

22.11 修訂與終止 –

經紀行可行使其絕對之酌情決定權而毋須給予任何理由，暫停或終止帳戶，並可隨時停止代表客戶採取行動。帳戶被暫停或終止時，客戶拖欠經紀行之所有款項將立即到期及須繳付，及客戶須立即向經紀行支付該等款項。

22.12 The Client agrees that the terms of this Agreement may be amended by the Broker from time to time, at its discretion, by notice in writing from the Broker to Client, in which event such terms and conditions as so amended shall apply with effect from the effective date specified in such notice, whether the specified effective date is before or after the date of such notice but subject to applicable Laws. Such amendments shall be deemed incorporated into and form part of this Agreement.

22.12 客戶同意本協議之條款，可由經紀行酌情不時更改，並以書面通知客戶；在此情況下，更改後之條款及條件應從該通知書內所指定之生效日期起適用，不論該指定生效日期是該通知書日期之前或之後但須受制於適用法律。該等更改將被包含為並成為本協議之一部份。

22.13 Either party may terminate this Agreement at any time by not less than two business days' prior written notice to the other provided that such termination shall not affect:-

22.13 任何一方均可在任何時候通知另一方終止本協議，惟該終止不應影響：

(a) the rights or liabilities of either party arising out of or in connection with any open contracts at the time of such termination whether as to margin, commissions, expenses, indemnity or otherwise whatsoever or howsoever in accordance with the terms of this Agreement until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities have been fully discharged; and

(a) 終止前任何一方已產生之權利或債務，不論是本協議的條款規定的保證金、佣金、支出、賠償保證或其他方面的權利與責任，直至該等合約已平倉或已完成交收及/或交付而且所有該等責任被徹底解除為止；及

(b) any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which shall survive such termination.

(b) 客戶在本協議下作出之保證、陳述、聲明、承諾及彌償，其等在終止後仍然有效。

22.14 In case of any remaining cash balances in the Account upon termination of this Agreement, the Client agrees that such balances will be automatically credited into the designated account in the Securities Client Account Opening Form within seven days from the date on which all open contracts have been closed out. If there is no such designated account or if such designated account cannot be used by the Broker for any reason, the Broker may send the Client the Broker's cheque representing the credit balances in the Account to the last known address of the Client at the sole risk of the Client.

22.14 如果在本協議終止時在帳戶中有任何現金結餘，客戶同意該結餘將會與所有未平倉合約被平倉當日起計的七天內被自動存入證券客戶開戶文件中的指定帳戶內。若並無該等指定帳戶或經紀行因任何原因而不能使用該指定帳戶，經紀行可將有關支票寄往客戶最後為人所知的地址，向客戶付還相等於帳戶內的結餘的數額，有關風險則由客戶承擔。

22.15 Termination of this Agreement shall not affect any action by the Broker, or any of its agents or any third party permitted under this Agreement initiated prior to the date of termination or any indemnity or warranty given by Client under this Agreement.

22.15 本協議之終止，將不會影響在終止日前經紀行或其任何代理人或任何第三方在本協議容許下並已展開之行動，或客戶在本協議下給予之任何彌償或保證。

22.16 Time - Time shall, in all respects, be of the essence of the performance of all the obligations of Client under this Agreement and all transactions contemplated hereunder.

22.16 時間 – 客戶履行其於本協議下及本協議下所預期之所有交易之所有責任時，時間概為要素。

22.17 The Client agrees that the English version of this Agreement, the Securities Client Account Opening Form and the Risk Disclosure Statement shall govern for all purposes and that any Chinese translation of such documents is to assist certain Clients and for reference only and shall not apply in construing their terms and in case of any discrepancy between the English version and the Chinese translation of it, the English version shall prevail.

22.17 客戶同意本協議、證券客戶開戶文件及風險披露聲明書的英文本在各方面均具有約束力，該等文件的任何中文譯本只用於協助某些客戶及只供參考，在解釋文件條款時並不適用，如果英文本和中文譯本之間有任何抵觸，應以英文本為準。

22.18 If we [the broker] 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.

22.18 假如我們經紀向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客戶簽署的文件及我們可能要求客戶作出的聲明概不會減損本條款的效力。

SCHEDULE A – ADDITIONAL TERMS FOR ELECTRONIC TRADING SERVICE 附表 A – 電子交易服務的附加條款

1 APPLICATION OF THE ADDITIONAL TERMS

1 附加條款的適用

1.1 The provisions in these Additional Terms for Electronic Trading Services apply only to any Account in respect of which the Client has requested and the Broker has agreed to provide with Electronic Trading Service on the terms and conditions of this Agreement.

1.1 這些電子交易服務的附加條款，只適用於客戶要求而代理已同意根據本協議的條款和條件所提供的電子交易服務。

2 TERMS FOR ELECTRONIC TRADING SERVICES

2 電子交易服務條款

2.1 When using the Electronic Trading Services, the Client warrants that the Client is the only authorized user of its Access Codes and will be responsible for all instructions placed and all transactions conducted with the use of its Access Codes. The Client undertakes to use its Access Codes with caution. The Broker may use authentication technologies in connection with the Electronic Trading Service.

2.1 當使用經紀行的電子交易服務時，客戶保證其為有關的交易密碼的唯一獲授權使用者及將會就所有透過使用客戶的交易密碼所發出的指示及進行的交易承擔責任。客戶保證會於使用其交易密碼時提高警覺。經紀行可能利用與電子交易服務有關的核實科技。

2.2 The Client acknowledges that the Electronic Trading Service, the website operated by the Broker, and the software comprised in them, are licensed or proprietary to the Broker. The Client shall not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, any part of the Electronic Trading Service, the website operated by the Broker or any of the software comprised in them.

2.2 客戶確認電子交易服務、經紀行經營的網站以及當中的軟件的牌照均屬經紀行所有。客戶不可或不可試圖干預、改動、解編、顛倒或以任何其他方法改變或在未獲授權的情況下進入電子交易服務的任何部份或服務所包含的任何軟件。

2.3 The Electronic Trading Services provide the Client with an additional means to place instructions to the Broker. The Client may also do so by calling one of the Broker's sales representatives direct. If the Client experiences any problems in reaching the Broker through the Electronic Trading Services, the Client may use other methods to communicate with the Broker and inform the Broker of the difficulty the Client is experiencing.

2.3 經紀行的電子交易服務為客戶提供額外的途徑以便向經紀行發出指示。客戶亦可直接致電經紀行的營業員發出指示。如果客戶透過經紀行的電子交易服務聯絡經紀行時遇到困難，可以使用其他方法與經紀行聯絡，並通知經紀行客戶所遇到的困難。

2.4 The Broker may (but not have obligations to) monitor and/or record any of the Client's instruction given or order transacted through the Electronic Trading Service. The Client agrees to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and the nature of the relevant instructions and Transactions and as binding on the Client.

2.4 經紀行可以（但沒有義務）監察及/或記錄客戶透過電子交易服務給予的指示或已經交易的指示。客戶同意接受該等記錄（或記錄的抄本）作為有關指示及交易內容和性質的最終及真實證據，而客戶受其約束。

2.5 Unless otherwise agreed by the Broker, the Broker will not execute the Client's instructions until there are sufficient cleared funds, securities or other property in the Account to settle the Client's transactions.

2.5 除非經紀行另行同意，經紀行不會執行客戶的指示，直至客戶的帳戶內有足夠的清算資金、證券或其他財產。

2.6 The Broker will not be deemed to have received the Client's instructions or executed its instructions unless and until the Client is in receipt of the Broker's message acknowledging receipt or confirming execution of the Client's instructions in such manner specified by the Broker from time to time (including without limitation by posting the status of the instructions in order journals on the website which is operated by the Broker and is freely accessible by the Client). The Broker is also entitled to correct any errors in such acknowledgement or confirmation without incurring any liability in connection therewith.

2.6 除非及直至客戶已收到經紀行的信息表示收到或確認已執行其指示，否則經紀行不得被視為已收到客戶的指示或已執行其指示，方式會由經紀行不時指明（包括但不限於在經紀行經營的網頁上的指示日誌上刊登指示的情況供客戶自由查閱）。經紀行有權修正確認單或確認書上的任何錯誤而無需負上任何相關的責任。

2.7 The Client agrees to review every instruction before placing it as it may not be possible to cancel its instructions once given.

2.7 客戶同意在輸入每個指示之前會加以覆核，因為客戶的指示一經作出，便可能無法被取消。

2.8 Notwithstanding any other provisions contained in this Agreement, where the Client is provided with Electronic Trading Services, following execution of the Client's trading orders, the Client accepts that the Broker may send to the Client and the Client agrees to receive trading confirmations and records (including but not limited to contract notes and statements of the Client's transactions) through electronic posting to the Account, the website operated by the Broker or the Client's e-mail address or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by the Broker and the Client shall print out such documents or make its own arrangements forthwith without delay to maintain its own records if necessary. Thereafter, the Broker will send to the Client relevant periodic statements summarizing entries in the Account by mail or electronic means or otherwise. If the Client insists to receive confirmation and records in printed documents, the Broker is entitled to charge a reasonable fee for providing such service.

2.8 不論本協議中任何其他條款的規定，若客戶獲提供電子交易服務，於客戶的買賣指示被執行之後，客戶接受經紀行可以而客戶亦同意收取經紀行通過電子告示方式向客戶的帳戶或電郵地址發出或通過其他電子方式向客戶發出成交單據及結單以取代印本形式的文件。於經紀行發出該些信息之後，客戶可隨意讀取該些信息。若有需要的話，客戶必須盡促將該些電子信息列印出來或作出客戶自己的安排，以作客戶自己的記錄。經紀行會於隨後以郵遞或電子方式或其他方式向客戶提供有關的定期結單，總結客戶帳戶內的記帳情況。如客戶堅持接收印本的確證及紀錄，經紀行有權為提供該等服務而收取合理的費用。

2.9 The Electronic Trading Services may provide, for informational purposes only, data about investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. Whilst the Broker believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from the Broker shall be inferred from such data.

2.9 經紀行的電子交易服務純粹是為提供參考信息而向客戶提供由第三者所發佈的有關投資產品的信息。由於市況波動及數據傳送過程可能出現的阻延，有關的報價可能並非該等產品的實時市場報價。儘管經紀行相信該等信息是可靠的，但經紀行沒有任何獨立的基礎可以核證或反駁有關方面所提供的信息的準確性和完整程度。任何人士不得從該等信息來推論經紀行對該等信息作出推薦或認可。

- 2.10 Information provided under the Electronic Trading Services is provided on an “as is”, “as available” basis and the Broker does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. Neither the Broker nor any third party gives any express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.
- 2.10 經紀行的電子交易服務所提供的信息是按照“現況”及“現時所供應”的基礎而提供的，及經紀行不會擔保該等信息的及時性、次序、準確度、充份程度或完整程度。就該等信息而言，經紀行及任何第三者均沒有作出任何明示或默示的保證(包括但不限於其可商售性或適合作某種用途的保證)。

- 2.11 The Client further acknowledges and agrees that, as a condition of using the Service to give Instructions, he will immediately notify the Broker if:
2.11 客戶進一步確認並同意，作為使用電子交易服務給予指示的條件之一，在下列情況下客戶會立即通知經紀行：

- (a) an instruction in respect of the Account has been placed through the Service and the client has not received an instruction number from the Broker (whether by hard copy, electronic or verbal means); or
- (a) 透過電子交易服務就帳戶作出指示，而客戶尚未收到經紀行的指示號碼（不論以列印文件、電子文件或口頭方式發出）；或
- (b) an instruction in respect of the Account has been placed through the Service and the Client has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means); or
- (b) 透過電子交易服務就帳戶作出指示，而客戶尚未收到準確的指示確認書或執行指示的確認書（不論以列印文件、電子文件或口頭方式發出）；或
- (c) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which he did not instruct or any similar conflict; or
- (c) 客戶收到交易確認書（不論以列印文件、電子文件或口頭方式發出），但客戶並未發出指示或任何相似的衝突；或
- (d) the Client becomes aware of any unauthorized disclosure or use of the User ID, Password or PIN;
- (d) 客戶發現任何未經許可的披露或使用其客戶號碼、密碼或個人識別號碼；

Or otherwise, the Broker or its agents, employees or representative will not be responsible or liable to the Client or any other person whose claim may arise through the Client for any claim with respect to handling, mishandling or loss of instruction placed through the Electronic Trading Service.

或除以上情況之外，經紀行或其代理、僱員或代表不會就客戶或其他人士聲稱透過電子交易服務發出的任何指示的處理、不當處理或遺失指示而提出的呈請向客戶或其他人士負責或承擔責任。

- 2.12 The Client hereby confirms that due to unpredictable traffic congestion and other reasons, the Electronic Trading Services may not be a reliable medium of communication and that such unreliability is beyond the control of the Broker. This may give rise to situations including 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 the Client’s instructions were given, misunderstanding and errors in any communication between the Client and the Broker and so on. Whilst the Broker will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of the Broker’s clients, the Client accepts the risk of conducting financial and other transactions via the Electronic Trading Services but agrees that the benefits of using the Electronic Trading Service outweigh the risks and waive any claim the Client might have against the Broker arising from those risks.

- 2.12 客戶明瞭基於電子通訊可能遇到未可預計的網路擠塞情況及其他原因，電子交易服務可能並非是可靠的通訊途徑，而這種不可靠性並非經紀行所能控制。這可能會導致下列情況，包括：在傳送或收取客戶的指示或其他資料時有所延誤、延誤執行買賣盤或有關買賣盤以有別於客戶落盤時的市價執行、客戶與經紀行進行通訊時出現誤解及錯誤等等。儘管經紀行將會採取一切可行步驟去保障其系統、顧客資料、帳戶及為客戶利益而持有的資產，客戶接納透過電子交易服務進行金融及其他交易所涉及的風險。

SCHEDULE B – SPECIAL RULES FOR OPTIONS TRADED ON THE STOCK EXCHANGE OF HONG KONG LIMITED 附表 B – 香港聯合交易所期權交易特別規則

The provisions in these Special Rules for Options traded on SEHK apply only to any Account in respect of which the Client has requested and the Broker has agreed to trade stock options of SEHK on the terms and conditions of this Agreement.

這份香港聯合交易所期權交易特別規則的條款只適用於經客戶要求而經紀行同意按照本協議的條件和條款在香港聯合交易所交易期權的任何帳戶。

1. INTERPRETATION**1. 釋義**

1.1 In this Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:

1.1 在本附表內，以下字詞除非在行文上有特定意思，否則釋義如下：

1.1.1 "HKEx" means Hong Kong Exchanges and Clearing Limited;

1.1.1 "香港交易所"指香港交易及結算所有限公司；

1.1.2 "HKSCC" means Hong Kong Securities Clearing Company Limited;

1.1.2 "香港結算"指香港結算有限公司；

1.1.3 "SEHK" means The Stock Exchange of Hong Kong Limited;

1.1.3 "聯交所"指香港聯合交易所有限公司；

1.1.4 "SEOCH" means The SEHK Options Clearing House Limited;

1.1.4 "聯交所期權結算所"指香港聯合交易所期權結算所有限公司；

1.1.5 "Options Account" means an Account in respect of which Client deals in options contracts to which this Schedule applies;

1.1.5 "期權帳戶"指客戶買賣期權合約的帳戶，而本附表適用於該帳戶；

1.1.6 "Options Trading Rules" means the Options Trading Rules of the SEHK as amended from time to time;

1.1.6 "期權交易規則"指不時修訂的聯交所期權交易規則；

1.1.7 "Margin" means cash and/or securities and/or other assets as may be agreed from time to time, as security for Client's obligations to the Broker under this Schedule.

1.1.7 "保證金"指在本附表下，客戶對經紀負責作為抵押品的現金及/或證券及/或雙方不時協議的其他資產。

1.2 Without prejudice to clause 1.3 below, terms and expressions defined in Part I shall have the same meaning in this Schedule unless the context otherwise requires.

1.2 在無損以下 1.3 條的情況下，除非在行文上有特定的意思，否則在第一部分界定的字詞於本附表內意義相同。

1.3 Words and phrases not defined will have the meanings given to them in the Options Trading Rules and the Clearing Rules of SEOCH.

1.3 未有界定的字詞，其意義按聯交所期權結算所的期權交易規則及結算規則而定。

1.4 In the event of any inconsistency between the provisions of this Agreement and this Schedule, the provisions of this Schedule shall prevail.

1.4 如本協議的條文與本附表的條文有任何抵觸，則以本浮標的條文為準。

2. SPECIAL RULES FOR OPTIONS TRADED ON SEHK**2. 在聯交所交易期權的特別規則**

2.1 This Schedule only applies to options contracts made pursuant to Rule 513 of the Options Trading Rules incorporating the terms and conditions applicable to such options contracts as specified by the SEHK from time to time as set out in the Options Trading Rules, and an Account in respect of which Client deals in such options contracts.

2.1 本附件僅適用於根據期權交易規則第 513 條所訂立、當中包涵經聯交所不時修訂載於期權交易規則之條款及條件的期權合約，以及適用於客戶用以交易該等期權合約之帳戶。

2.2 The Broker will keep information relating to an Options Account confidential, but may provide any such information to the SEHK, the SFC, Hong Kong Exchanges and Clearing Limited and SEOCH to comply with their respective requirements or requests for information.

2.2 經紀行對有關期權帳戶之資料保密，只在交易所、證監會、香港交易及結算所有限公司及期權結算所之要求或請求下，提供該等資料。

2.3 Client confirms that:

2.3 客戶確認：

(a) Client is not employed by any other Options Exchange Participant of the SEHK, and no employee of any other Options Exchange Participant will have a beneficial interest in the Options Account; and either

(a) 客戶不是聯交所中任何其他期權交易所參與者之僱員，任何期權交易所參與者之僱員均不會在期權帳戶中擁有實益權益；及

(b) the Options Account is operated solely for Client's account and benefit, and not for the benefit of any other person; or

(b) 期權帳戶只為客戶及其利益而運作，並非為其他人士之利益；或

(c) Client has disclosed to the Broker in writing the name(s) of the person(s) for whose benefit the Options Account is being operated; or

(c) 客戶已書面通知經紀行代表其利益運作期權帳戶之人士名單；或

(d) Client has requested the Broker to operate the Options Account as an Omnibus Account, and will immediately notify the Broker, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

(d) 客戶已要求經紀行以綜合帳戶形式運作該期權帳戶，並會於經紀行要求後立即通知經紀行任何最終實益擁有客戶合約權益之人士的身份。

2.4 Laws and rules**2.4 法例及規則**

2.4.1 All Exchange Traded Options Business shall be effected in accordance with all Regulatory Rules applying to the Broker. These include, without limitation, the Options Trading Rules of SEHK, the Clearing Rules of the SEOCH and the rules of the HKSCC. In particular, SEOCH has authority under the Regulatory Rules to make adjustments to

the terms of Contracts, and the Broker shall notify Client of any such adjustments which affect Client Contracts to which Client is a party. All actions taken by the Broker, by the SEHK, by SEOCH or by HKSCC in accordance with such Regulatory Rules shall be binding on Client.

2.4.1 所有在交易所交易的期權業務應按所有對經紀行適用之監管規則而成立。當中包括但不限於期權交易規則、期權結算所的結算規則及香港結算公司的規則。尤其，期權結算所有權按照監管規則修改合約之條款，而經紀行應通知客戶有關影響客戶一方之合約修改。經紀行、聯交所、期權結算所或香港結算公司按照監管規則採取之任何行動均對客戶有約束力。

2.4.2 All the rights and authority of the Broker or the members of the Group pursuant to this Schedule shall be subject to the Regulatory Rules but without limitation to any other rights and remedies which the Broker or any member of the Group may have.

2.4.2 在本附件賦予經紀行之任何權利及權力均須遵照監管規則，但不影響經紀行或任何集團成員擁有之其他權利及補償權。

2.4.3 Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between the Broker and Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Regulatory Rules.

2.4.3 客戶同意有關於相關的期權系列之標準合約條款均適用於客戶與經紀行之間就該等期權系列訂立之每一客戶合約，並所有客戶合約均按監管規則設立、行使、結算及解除。

2.5 Margin

2.5 保證金

2.5.1 Client agrees to provide the Broker with Margin, the form of which may be agreed from time to time, as security for Client's obligations to the Broker under this Schedule. Such Margin shall be paid or delivered as demanded by the Broker from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Regulatory Rules in respect of Client's open positions and delivery obligations and further Margin may be required to reflect changes in market value.

2.5.1 客戶同意為在本附件項下之責任向經紀行提供保證金，其形式由雙方不時同意決定。該等保證金應在經紀行不時要求下支付或交付。保證金需要的數額不可少於，但可多於，就客戶持有之未平倉合約或交付責任按監管規則所訂明之數額，及保證金可能被要求添加，藉以反映市值之變化。

2.5.2 If the Broker accepts securities by way of Margin, Client will on request provide the Broker with such authority as the Broker may require under the Regulatory Rules to authorize the Broker to deliver such securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from Client's instructions to the Broker. Except as otherwise provided or unless otherwise authorized by Client, the Broker does not have any further authority from Client to borrow or lend Client's securities or otherwise part with possession (except to Client or on Client's instructions) of any of Client's securities for any other purpose.

2.5.2 倘若經紀行接受以證券作為保證金，客戶在接獲請求時須向經紀行提供監管規則要求經紀行須有之授權，致使經紀行有權，直接或透過另一期權交易所參與者交付該等證券予期權結算所，以作為關於在交易所交易的期權業務(因客戶指令經紀行)之聯交所期權結算所抵押品。除另有訂明外或除非客戶另有授權，經紀行不具有客戶任何其他進一步授權，以任何目的，借入或借出客戶之證券，或以其他方式放棄管有客戶之證券(除非交予客戶或按客戶之指示)。

2.5.3 If the Broker has not received SEOCH Collateral due from Client promptly, the Broker may treat Client as being in default. The Broker may require Client to maintain SEOCH Collateral with the Broker in advance of accepting instructions from Client or may impose other requirements for the collection of SEOCH Collateral as the Broker thinks fit.

2.5.3 若經紀行並無如期收到客戶應付的聯交所期權結算所抵押品，經紀行可當客戶違約處理。經紀行可於接受客戶的指示之前，預先要求客戶在經紀行維持聯交所期權結算所抵押品，或為收取聯交所期權結算所抵押品，施加經紀行認為合適的其他要求。

2.5.4 The Broker is authorized to deposit any cash balance in any of Client's Options Account with any licensed bank which the Broker considers appropriate. The Broker shall be entitled to retain any benefit resulting from such deposit.

2.5.4 經紀行可將客戶之任何期權帳戶的現金結餘存入經紀行認為合適的任何持牌銀行，經紀行有權保有該等存款衍生之任何利益。

2.5.5 Client agrees to indemnify the Broker and its employees and agents against all losses and expenses resulting from breach of the Client's obligation under this Agreement, including costs reasonably incurred in collecting debts from the Client and in closing the Client's Account.

2.5.5 客戶同意向經紀行及其僱員償還所有因客戶違反其本協議項下的責任而招致的損失及花費，包括向客戶追收債務及結束客戶的帳戶而牽涉的合理成本。

2.6 Client Default

2.6 客戶違約

2.6.1 Without prejudice to clause 16 of this Agreement, if Client fails to comply with any of its obligations and/or to meet its liabilities under this Schedule, including but not limited to failure to provide Margin, and/or in any way commit default of Client's obligations under the Options Trading Rules, the Broker may without prior notice to Client:

2.6.1 在不影響本協議第16條之情況下，倘若客戶未能遵循任何在本附件下之責任及/或承擔任何債務，其中包括但不限於未能提供保證金，及/或以任何方式違反期權交易規則下客戶應遵守之責任，經紀行可以在不通知客戶之情況下：

(a) decline to accept further instructions from Client in respect of Exchange Traded Options Business;

(a) 拒絕接受客戶有關在交易所交易的期權業務之進一步指示；

(b) close out, give-up or exercise some or all of its Client Contracts with the Broker;

(b) 平倉、過戶或行使部份或所有客戶與經紀行之間之客戶合約；

(c) enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which the Broker is exposed in relation to Client's failure;

(c) 訂立合約或證券、期貨或商品交易，藉此清償因客戶違約而產生的責任，或對沖經紀行因客戶未能履行責任或清償債務而須承受的風險；

(d) dispose of Margin, and apply the proceeds thereof to discharge Client's liabilities to the Broker; and/or

(d) 處置保證金，並將所得收益用以付還客戶虧欠經紀行之債務；及/或

(e) dispose of any or all securities held for or on behalf of Client in order to set off any of its obligations and to exercise any rights of set off the Broker may have in relation to Client.

(e) 處置任何或所有為客戶持有或代表客戶持有之證券，以抵銷客戶之任何責任及行使任何經紀行享有與客戶有關之抵鎖權利。

Any proceeds remaining after discharge of all Client's liabilities to the Broker shall be paid to Client.

客戶清償所有拖欠經紀行債務之後，任何所餘收益應支付予客戶。

2.6.2 Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as the Broker has notified to Client from time to time. Client agrees that the Broker shall be entitled (but not be obliged), at any time and from time to time. Without prior notice, to debit the Account with the Broker and/or any other account(s) of Client with other member(s) of the Group with any interest due and payable by Client in accordance with this clause 2.6.2 and Client undertakes to, immediately upon demand by the Broker, do such act(s) and/or execute such document(s) as may be required by the Broker at any time and from time to time in order to give full effect to each such debit.

2.6.2 客戶同意支付按經紀行不時通知客戶之息率及其他條款計算之所有逾期付款之利息（包括獲得針對客戶的判定債項後產生之利息）。經紀行可（及現獲授權）不時並無須事先通知從經紀行處開立之任何帳戶或客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除客戶按本 2.6.2 條款應付之任何利息及客戶承諾應經紀行之要求立即作出及／或簽署經紀行可能隨時及不時要求之行動及／或文件，以使每一項該等扣除全面生效。

2.7 Contracts

2.7 合約

2.7.1 In respect of all Contracts effected on Client's instructions, Client will pay the Broker, within the time period notified by the Broker, Premium, the Broker ' commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to Client. The Broker may deduct such Premium, commissions, charges and levies from the Options Account.

2.7.1 根據客戶指示訂立之所有合約，客戶須在經紀行所通知之期限內支付已通知客戶之期權金、經紀行之佣金及任何其他費用，以及聯交所之適用徵費予經紀行。經紀行亦可在期權帳戶中扣除該等期權金、佣金、費用及徵費。

2.7.2 The Broker may place limits on the open positions or delivery obligations that Client may have at any time. Client acknowledges that:

2.7.2 經紀行可限制客戶在任何時候持有之未平倉合約或交付責任，客戶確認：

(a) The Broker may be required to close out Client Contracts to comply with position limits imposed by the SEHK; and

(a) 經紀行可能被要求把客戶合約平倉以符合聯交所設下之持仓限制；及

(b) if the Broker goes into default, the default procedures of the SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between Client and another Options Exchange Participant of the SEHK.

(b) 倘若經紀行違反約定，聯交所之違約程序可能導致客戶合約被平倉或被另一份客戶與聯交所之其他期權交易所參與者之間之客戶合約所替代。

2.7.3 At Client's request, the Broker may agree to the Client Contracts between the Broker and Client being replaced, in accordance with the Regulatory Rules, by Client Contracts between Client and another Options Exchange Participant of the SEHK.

2.7.3 在客戶之要求下，經紀行可能會同意把與客戶訂立之客戶合約在依據監管規則下，被客戶與聯交所之其他期權交易所參與者之間之客戶合約所替代。

2.7.4 On exercise of a Client Contract by or against Client, Client will perform its delivery obligations under the relevant contract, in accordance with the Standard Contract and as Client has been notified by the Broker.

2.7.4 行使客戶合約之時，客戶應按標準合約及經紀行對客戶之通知，履行在有關合約下的交付責任。

2.7.5 The Client acknowledges that, although all Options Contracts are to be executed on SEHK, the Client and the Broker shall contract as principals under Client Contracts.

2.7.5 The Client shall be responsible for notifying the SEHK or other relevant Regulators in the event that Client holds a reportable position (as defined in the Securities and Futures (Contract Limits and Reportable Positions) Rules (Cap. 571Y of the Laws of Hong Kong) or other applicable rules or regulations).

2.7.5 當客戶持有須申報之持仓量（按證券及期貨（合約限量及須申報之持仓量）規則（香港法例第 571Y 章）或其他適用之規則或規例中之定義），客戶須負責通知聯交所或其他有關規管機構。

2.7.6 Client acknowledges that, subject to the provisions of the Securities and Futures Ordinance and any other laws, the Broker may take the opposite position to Client's order in relation to any exchange traded options contract(s), whether on the Broker's own account or for the account of any member of the Group or their respective officers, employees or representatives or other clients of the Broker or any member of the Group, provided that the trading is executed competitively on or through the facilities of the SEHK in accordance with the rules, regulations and procedures of the SEHK or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.

2.7.6 客戶確認，在遵循證券及期貨條例及其他法律之前提下，經紀行可就有關在交易所交易之任何期權交易合約，採取與客戶指令相反之倉盤，不論是為了經紀行本身之帳戶、任何集團成員之帳戶或其等職員、僱員或代表，或經紀行或任何集團成員之其他客戶之帳戶而作出的；惟有關交易應根據聯交所的規則、規例及程序透過聯交所的設施、或根據任何其他商品、期貨、期權交易所的規則或規例透過其設施具競爭性地予以執行。

2.7.7 Without prejudice to clause 16 of this Agreement, when the Broker exercises any of the Broker's rights:

2.7.7 在不影響本協議第 16 條之情況下，凡經紀行行使任何權利：

(a) under clauses 2.6.1 or 2.7.2 of this Schedule by closing or giving-up all or any positions in Client's Options Account; or

(a) 按本附件之第 2.6.1 條或第 2.7.2 條把任何在客戶期權帳戶內之持仓平倉或過戶；或

(b) under any other clauses in this Schedule by closing-out all or any positions or sale or purchase of commodities in any accounts which the Broker or any member of the Group may carry on Client's behalf or maintain with Client,

(b) 按本附件之其他任何條款對經紀行或任何集團成員代表客戶或為客戶維持之所有或任何持仓平倉或沽出或買入商品；

(c) such closing or giving-up or closing out or sale or purchase (in this clause 2.7.7 referred to as "the transactions")

(c) 該撤銷或過戶或平倉或沽出或買入（在本 2.7.7 條稱為「交易」）

(d) may be made on any exchange or market where the transactions are usually transacted; or

(d) 可在任何以上交易通常會交易的交易所或市場執行；或

(e) in such manner as shall be decided by the Broker;

(e) 以經紀行決定之方式執行。

Client agrees that in respect of the transactions, the Broker shall not be liable for any resulting loss. Without prejudice to the foregoing, Client shall not make any claim against the Broker concerning the manner or timing of the transactions. Client understands that in all cases, the Broker has the right to exercise closing, closing out or giving up without demand or notice. A prior demand or call or notice of such closing or giving up shall not be considered as a waiver of the Broker's above-mentioned rights.

客戶同意，經紀行並不負責任何關於交易而招致之損失。在不影響以上文之情況下，客戶不能就交易方式及時間而向經紀行提出申索。客戶理解在任何情況下，經紀行均可行使撤銷、平倉或過戶之權利，而毋須提出要求或通知。有關撤銷、平倉或過戶之事前要求、催繳及通知，將不會被當作是經紀行放棄以上所述之權利。

2.8 General

2.8 概則

2.8.1 Client acknowledges that, although all Options Contracts are to be executed on the SEHK, Client and the Broker shall contract as principals under Client Contracts.

2.8.1 客戶確認，縱使所有期權合約均在聯交所中執行，客戶及經紀行乃以當事人身份訂立客戶合約。

2.8.2 The Broker agrees to provide Client, upon request, with (i) the product specifications for Options Contracts and any prospectus or other offering document covering such Options Contracts and (ii) the HKEx's booklet "Understanding Stock Options (and their Risks)".

2.8.2 經紀行同意在客戶要求下向客戶提供 (i) 期權合約之產品細則及任何涵蓋該等期權合約之發行章程或其他發售文件；(ii) 香港交易所之小冊子《理解股票期權（及其風險）》。

2.8.3 If the Broker fails to meet the Broker's obligations to Client pursuant to this Schedule, Client shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance.

2.8.3 倘若經紀行未能履行按本附件下對客戶之責任，客戶有權依據賠償基金之不時條訂的條款，向證券及期貨條例下成立之賠償基金申索。

2.8.4 Client understands that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time.

2.8.4 客戶理解在有效到期日，但僅在有效到期日當天，期權系統將自動發出有關所有在價內等如或高於期權結算所不時所定比率之長倉並未平倉合約之行使指示。

2.8.5 Client may instruct the Broker to override an "automatically generated exercise instruction" referred to in clause 2.8.4 above before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

2.8.5 客戶可以根據期權結算所訂立之結算運作程序，在有效到期日系統終止之前，指示經紀行撤銷在第 2.8.4 條中提及之「自動發出之行使指示」。

2.8.6 The Broker will notify the Client of material changes in respect of the Broker's business which may affect the service the Broker provides to the Client.

2.8.6 假如經紀行的業務有具體的改變而可能會影響經紀行為客戶提供的服務，經紀行會通知客戶。

2.8.7 The Client has read and agreed to the terms of the Options Client Agreement, which have been explained to the Client in a language that the Client prefers.

2.8.7 客戶已經閱讀並同意本期權客戶協議，經紀行已經以客戶選擇的語言向客戶解釋本協議。

2.9 Others

2.9 其他

The Broker shall designate a representative to be primarily responsible for Client's affairs. Client shall be notified of the name of that representative and such particulars of the licence of that representative as required by the applicable Laws. The Broker may, in its absolute discretion, at any time and from time to time, designate another representative of its to replace the first-mentioned representative and such replacement will be effective on such date as conclusively determined by the Broker. Any information provided pursuant to this clause 2.9 shall form part of this Agreement.

經紀行將指定一位僱員主要負責客戶事務。該僱員的全名及適用法律要求之該僱員的牌照詳情將通知客戶。經紀行可按其絕對酌情權，隨時及不時指定經紀行的其他一位僱員替代首先提及之僱員，並且該替代將由經紀行終論地決定的日子當日起生效。按本第 2.9 條款所提供之任何資料將成為本協議之一部份。

SCHEDULE C – MARGIN FINANCING 附表 C – 保證金貸款

The provisions in these margin financing terms and conditions apply only to any Account in respect of which the Client has requested and the Broker has agreed to provide margin financing facility to the Client on the terms and conditions of this Agreement.

本份保證金貸款條件與條款，只適用於經客戶要求及經紀行同意為客戶按照本協議的條件與條款提供保證金貸款安排的任何帳戶。

1. INTERPRETATION 釋義

1.1 In this Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:

1.1 在本附表內，以下字詞除非在行文上有特定意思，否則釋義如下：

"Facility Letter" means the letter or other forms of communication from the Broker to Client offering the Facility;

“融資安排函件”指經紀行提供予客戶之有關融資之函件；

"Indebtedness" means any obligation for the payment or repayment of money, whether actual or contingent;

“債務”指任何支付或償還金錢之責任，不論實際或或有的亦然；

"Liabilities" means the aggregate of:

“負債”指以下各項之總計：

(a) all present and/or future actual and/or contingent Indebtedness or other liabilities of Client to the Broker (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) including, without limitation, all monies advanced on any current, loan or other account (whether existing or opened at any time after the date hereof), and all pecuniary obligations arising out of currency and other financial transactions; and

(a) 所有客戶現時及／或將來實際及／或有的拖欠經紀行之債務或其他責任（不論以任何貨幣顯示，亦不論客戶以主要債務人或以擔保人的身份，也不論是單獨、各別或與其他人聯同引起的），包括（但不限於）從任何往來、貸款或其他帳戶（不論已存在或在本協議簽訂日後才開立之帳戶）中預支之所有款項，以及在貨幣和其他金融交易中引起之所有金錢上之責任；及

(b) any interest accrued in respect of the amounts and liabilities referred to in clause (a) above both before demand and from the date of demand to the date of settlement, as well after as before judgment; and

(b) 發出還款要求前和自發出還款要求日至付款日期間，以及作出裁決之前及之後，就上述（a）段所提及之款項和負債所引起之任何利息（不論上述任何各項是否已經予以資本化）；及

(c) all charges, commissions and legal and other expenses incurred in any manner whatsoever by the Broker in relation to the said Indebtedness and liabilities or to this Agreement (including without limitation any foreign exchange losses and expenses incurred by the Broker in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis;

(c) 在完全彌償基準之上，經紀行以任何方式就上述債務和負債或就本協議所引起之所有收費、佣金、律師費和其他費用，包括但不限於經紀行在強制執行或以其他方法試圖討回任何該等債務或負債而引起之任何外匯損失及開支。

"Margin Account" means an Account which has the benefit of the Facility.

「保證金帳戶」是指具有融資便利的帳戶。

1.2 In the event of any inconsistency between the provisions of this Agreement and this Schedule, the provisions of this Schedule shall prevail.

1.2 凡本協議條款與本附件一條款之間有任何不一致，以本附件一之條款為準。

1.3 Terms and expressions defined in this Agreement shall have the same meaning in this Schedule unless the context otherwise requires. References to clauses in this Schedule shall refer to clauses contained in this Schedule, unless the context otherwise requires.

1.3 除非文意另有所指，否則本協議內所定義之詞語在本附件一內意義相同。除非文意另有所指，本附件一中所提述的條款的是指本附件一所載的條款。

1.4 The terms of the Facility Letter and any authorization letter given by Client with respect to the Facility shall form part of this Schedule.

1.4 融資安排函件之條款及客戶就融資而作出之任何授權書構成本附件一之一部份。

2. MARGIN SECURITIES TRADING ACCOUNT

2. 保證金證券交易帳戶

2.1 In consideration of the Broker granting to Client the Facility, Client charges to the Broker, by way of first fixed charge as a continuing security for the payment and satisfaction on demand of the Liabilities, all of Client's securities which are now or which shall at any time be deposited with, or come into the possession, custody or control of, the Broker or the nominee or custodian appointed or agreed by the Broker, or with any person, to facilitate the provision of the Facility in respect of the Account, which shall include all dividends and other distributions made or payable in respect of such securities, and all securities (and the dividends and other distributions in respect thereof), rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities (the "Margin Securities").

2.1 作為經紀行向客戶提供融資之代價，客戶以第一固定押記之形式持續性地抵押予經紀行，所有以下提述之證券作為支付及清償其被要求時須繳付之負債之擔保。該等證券乃客戶現在或在任何時候為了促成提供與帳戶相關之融資而存於經紀行或經紀行指定或同意的任何代名人或保管人或任何人士，或由此等人士所擁有、託管或控制之所有客戶之證券，包括就該等證券而派發或支付之所有股息及其他分配，以及在任何時候以贖回、花紅、優先股、認購權、購買代價或任何形式所產生之權利或就上述證券而產生或被提供之所有證券（以及就其等分發之股息及其他分配）、權利、款項或任何性質的財產（「保證金證券」）。

2.2 Client undertakes:

2.2 客戶承諾：

(a) at all times to maintain the level of margin specified in the Facility Letter or any other level of margin determined by the Broker from time to time ("Margin"), either by paying to the Broker sufficient monies or by depositing (or procuring the deposit of) sufficient securities with the Broker; and

(a) 通過向經紀行支付足夠款項之方式，或通過在經紀行存入（或促使存入）足夠證券之方式，以維持融資安排函件中規定的或經紀行不時決定之保證金水平（「保證金」）；

(b) forthwith upon demand to pay to the Broker such sum, in cleared funds, in cash and/or deliver to the Broker such additional securities as additional or substituted security for the Liabilities; and, for the avoidance of doubt, any securities deposited with or delivered to the Broker under this clause shall form part of the Margin Securities.

(b) 在經紀行之要求下，立即向經紀行並以可自由提取使用之現金支付有關之款項及／或向經紀行交付相關之額外證券，作為負債之額外或替代抵押品；並且，為免存疑，按本條款下存放於或交付給經紀行之任何證券將構成保證金證券之一部份。

2.3 Any monies received by the Broker from Client may be placed and kept to the credit of an interest bearing suspense account for so long as the Broker thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any Liabilities. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Broker may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

2.3 經紀行從客戶收取之任何款項，均可在經紀行認為合適之時間內存於一個生息之暫記帳戶內，但同時經紀行沒有責任以該等款項或其任何部份以清償任何負債。儘管有任何該等款項，倘若發生破產、清盤、解散、債務重整協議或安排，經紀行可就該等款項及負債之全數或任何部份以尤如本抵押不存在時會採用之同樣方式，提出債權證明和同意接收相關之攤還債款或債務重整協議。

2.4 Client shall pay to the Broker on a monthly basis, in respect of the Liabilities, interest at the Normal Interest Rate specified in the Facility Letter but if any Event of Default occurs, the aforesaid Normal Interest Rate may be replaced with such Default Interest Rate as notified to Client by the Broker and such replacement shall immediately become effective on the date of the occurrence of such Event of Default unless otherwise agreed in writing by the Broker.

2.4 客戶應每月按照融資安排函件內指定之正常息率支付經紀行負債相關之利息；然而，若發生任何違約事項，上述正常息率將被融資安排函件內指定之違約息率所替代，而該替代將於發生該違約事項當日即時生效，除非經紀行另有書面協定。

2.5 The Client agrees that the Broker shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any Account with the Broker and/or any other account(s) of Client with other member(s) of the Group with any interest due and payable by Client in accordance with this clause 2.5 or clause 2.4 above in this Schedule and Client undertakes to, immediately upon demand by the Broker, do such act(s) and/or execute such document(s) as may be required by the Broker at any time and from time to time in order to give full effect to each such debit.

2.5 客戶同意，經紀行有權(但無責任)可隨時及不時並無須事先通知從經紀行處開立之任何帳戶或客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除到期及客戶按本附件一以上 2.4 或 2.5 條款應付之任何利息及客戶承諾應經紀行之要求立即作出及／或簽署經紀行可能隨時及不時要求之行動及／或文件，以使每一項該等扣除全面生效。

2.6 The Broker is authorised on Client's behalf and in Client's name to:-

2.6 經紀行獲客戶授權代表客戶以客戶的名義：-

(a) draw on the Facility or withdraw from any account maintained by Client with the Broker such sums of money in payment of the purchase price for the securities purchased or purportedly purchased for Client as evidenced by the bought note issued in Client's name and at the same time deposit into any account maintained by Client with the Broker the securities so purchased or purportedly purchased with money withdrawn from any such account. In addition, the Broker may draw on the Facility or withdraw from any account maintained by Client with the Broker such sums of money in payment of brokerage, fees, disbursements, charges and any other sums owed by Client in connection with the Margin Securities; and

(a) 利用融資安排或從客戶在經紀行維持的任何帳戶提款繳付按買入價購買的證券，或看似為客戶買入者，並以用客戶的名稱發出的購買單據為證據，而同時利用從客戶在經紀行維持的任何帳戶提款購入或看似購入證券，並將之存入任何該等帳戶。此外，經紀行可以從該融資安排或客戶在經紀行維持的任何帳戶提取該等金額以繳付客戶因保證金證券而虧欠的經紀佣金、費用、墊付費用、收費及其他金額。

(b) withdraw from any account maintained by Client with the Broker such securities sold or purportedly sold for Client as evidenced by the sold note issued in Client's name and at the same time deposit into any account maintained by Client with the Broker the sums of money representing the net proceeds of sale of the securities so withdrawn and so sold or purportedly sold, or apply the same or any part thereof in or towards discharge of any Liabilities.

(b) 從客戶在經紀行維持的任何帳戶提取已賣出或看似已賣出的該等證券，並以客戶名稱發出的賣出單據為證據，而同時把從客戶在經紀行維持的任何帳戶提取而賣出或看似賣出的證券所得的淨收入存入該帳戶，或把淨收入悉數或任何部分作為償還任何融資。

3. MARGIN SECURITIES

3. 保證金證券

3.1 If Client shall pay to the Broker the whole of the amount of Liabilities without any deduction upon which the Broker shall discharge the security created on Margin Securities.

3.1 倘若客戶毫無扣減地向經紀行支付全部負債金額，經紀行將處置因保證金證券而產生的抵押。

3.2 The security conferred on the Broker is a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities, or by the closing of any Client's Accounts with the Broker.

3.2 授予經紀行之抵押乃持續抵押，不應因任何中期支付或清償全部或任何部份負債而解除，或因結束客戶在經紀行處開立之任何帳戶而解除。

3.3 The security hereby conferred on the Broker is in addition to and without prejudice to any collateral or other securities which the Broker may now or hereafter hold from or on account of Client nor shall such collateral or other security or any lien to which the Broker may be otherwise entitled (including any security, charge or lien prior hereto) or the liability of any person or persons not parties hereto for all or any part of the monies and liabilities hereby secured be in any way prejudiced or affected hereby. The Broker shall have full power at its discretion to deal with, exchange, release, modify or abstain from perfecting or enforcing any such securities or other guarantees or rights which it may now or hereafter have or to give time for payment or any indulgence to any other person or persons without discharging or in any way affecting Client's liabilities or the security created hereunder. All monies received by the Broker from Client or any person or persons liable to pay the same may be applied by the Broker to any account or any transactions to which the same may be applicable.

3.3 在此授予經紀行之抵押，乃添加於且不減損經紀行現有或今後可能從客戶或為客戶而持有之任何抵押品或其他保證，且經紀行可能因其他原因而享有的抵押品或其他保證或任何留置權（包括在本協議之前之任何抵押、押記或留置權），或並非本協議訂約方之任何人士就本協議下保證之全部或任何部份款項和負債而承擔之責任，均不會在任何方面因此授予經紀行之抵押而受到損害或影響。經紀行擁有全權酌情處理、交換、免除、修改或放棄完成，或放棄強制執行任何該等保證或其也現在或嗣後可能享有之其他擔保或權利，或對任何其他一位或多位人士給予付款寬限時間或任何寬免，而不會解除或以任何方式影響客戶之負債或本協議下設立之抵押。經紀行從客戶或有責任付款之任何一位或多位人士收取之所有款項，經紀行可應用在任何適用之帳戶或交易。

3.4 Client shall, during the continuance of this security, pay all payments due in respect of any of the Margin Securities but the Broker may if the Broker thinks fit, make such payments on Client's behalf. Any sums so paid by the Broker shall be repayable forthwith by Client and pending such repayment, shall both carry interest at the applicable rate and be a charge on the Margin Securities.

3.4 在本抵押持續期間，客戶須支付所有有關任何保證金證券應付之款項，惟經紀行若認為恰當，可代客戶付款。經紀行如此支付之任何款項，客戶須立即償還，及在還款前該款項按適用息率附加利息，並成為保證金證券上之押記。

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

3.5 在附加於及不影響經紀行在法例或本協議下，其可享有之任何一般留置權、抵銷權或其他類同權利之情況下，所有經紀行持有或擁有之證券、所有應收款項、款項及客戶之其他財產（客戶單獨或聯合持有），均受制於經紀行之一般留置權下作為持續抵押，以抵銷及解除客戶在證券交易業務中對經紀行或任何集團成員之所有責任。

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4. 聲明、陳述、保證及承諾

Client represents, warrants and undertakes to the Broker that no other person has any interest in the Margin Securities and undertakes not to sell, grant an option over or otherwise deal in any way with or create or allow to subsist a charge, pledge or other encumbrance over the Margin Securities other than pursuant to the terms of this Agreement.

客戶向經紀行陳述、聲明、保證及承諾，並無他人同時擁有有關保證金證券之任何權益，並承諾除按本協議之條款外，不會沽出保證金證券，不會授予保證金證券之期權，亦不以其他方式處理保證金證券，以及不在保證金證券上設定或允許存在抵押、質押或其他產權負擔。

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

**2. Risks of client assets received or held outside Hong Kong
客戶的資產在香港以外地方收取或持有的風險**

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。

**3. 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 your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your 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協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你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 your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

假如你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，則上述安排僅限於你已就此給予書面同意的情况下方有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過 12 個月。若你是專業投資者，則有關限制並不適用。

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

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

You are 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 you or to allow your 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你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，以便例如向你提供保證金貸款或獲准將你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你闡釋將為何種目的而使用授權書。

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

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你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你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你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 you do not require margin facilities or do not wish your 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帳戶。假如你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抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

**4. Risk of providing an authority to hold mail or to direct mail to third parties
提供代存郵件或將郵件轉交第三方的授權書的風險**

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

假如你向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，那麼你便須盡速親身收取所有關於你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。

Notes for licensed or registered persons

持牌人或註冊人注意事項

The licensed or registered person should confirm with the client at least on an annual basis whether that client wishes to revoke the authority. For the avoidance of doubt, it will be acceptable for the licensed or registered person to send a notification to the client before the expiry date of the authority and inform the client that it is automatically renewed unless the client specifically revokes it in writing before the expiry date.

持牌人或註冊人應至少每年與客戶確認到底該客戶是否希望撤銷該項授權。為了清楚說明起見，持牌人或註冊人只需在該項授權屆滿的日期之前通知有關客戶，指明除非客戶在委託授權屆滿的日期前以書面明確地撤銷該項授權，否則該項授權便會自動續期。

**5. 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. You may sustain losses in excess of your 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. You 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, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你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。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你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，你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你。

6. Risk of trading Nasdaq-Amex securities at The Stock Exchange of Hong Kong Limited 在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險

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

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

7. Options 期權

Variable degree of risk
不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文“期貨”一節)。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售(“沽出”或“賣出”)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定期期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方必須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文“期貨”一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

8. Additional risks common to futures and options 期貨及期權的其他常見風險

(a) Terms and conditions of contracts 合約的條款及細則

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

你應向替你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

(b) Suspension or restriction of trading and pricing relationships 暫停或限制交易及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或“停板”措施而暫停任何合約或合約月份的交易),都可以增加虧損風險,這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果你賣出期權後遇到這種情況,你須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair value”.

此外,相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如,期貨期權所涉及的期貨合約須受價格限制所規限,但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂“公平價格”。

(c) Deposited cash and property
存放的現金及財產

You should familiarise yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you 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 your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果你為在本地或海外進行的交易存放款項或其他財產,你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,則可認定屬於你的財產將會如現金般按比例分配予你。

(d) Commission and other charges
佣金及其他收費

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在開始交易之前,你先要清楚瞭解你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你可獲得的淨利潤(如有)或增加你的虧損。

(e) Transactions in other jurisdictions
在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

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

(f) Currency risks
貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行),均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

(g) Trading facilities
交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而,所有設施及系統均有可能會暫時中斷或失靈,而你就此所能得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同,你應向為你進行交易的商號查詢這方面的詳情。

(h) Electronic trading
電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

透過某個電子交易系統進行買賣,可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣,便須承受該系統帶來的風險,包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行,甚或完全不獲執行。

(i) Off-exchange transactions
場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

在某些司法管轄區,及只有在特定情況之下,有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下,有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此,這些交易或會涉及更大的風險。此外,場外交易的監管或會比較寬鬆,又或需遵照不同的監管制度;因此,你在進行該等交易前,應先瞭解適用的規則和有關的風險。

1. As a client (the “Client”) of Fair Eagle Securities Company Limited (“Broker”), it is necessary from time to time for the Client to supply his/her personal data (“Personal Data”), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the “Privacy Ordinance”) to the Broker when opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services.

作為天發證券有限公司（“經紀行”）的客戶（“客戶”），客戶在申請開立帳戶，延續帳戶及建立或延續信貸便利或要求提供其他金融及投資服務時，需要不時向經紀行根據個人資料（私隱）條例（香港法例第 486 章）（“私隱條例”）提供其個人資料（“個人資料”）。

2. Failure to supply Personal Data may result in the Broker being unable to open or continue accounts or establish, continue or provide investment, dealing or related services.

若客戶未能向經紀行提供個人資料，可能會導致無法開立或延續帳戶或建立、延續或提供投資、買賣或有關服務。

3. Personal Data may also be collected in the ordinary course of continuation of the business relationship with the Broker.

在客戶與經紀行的正常業務往來過程中，經紀行亦可能會收集客戶的資料。

4. Subject to the provisions of the Privacy Ordinance, any Personal Data may be used for the following purposes:

任何個人資料作下列用途均受到私隱條例的規管：

- the daily operation of the services provided to the Client;
為客戶提供服務的日常工作；
- conducting credit checks;
進行信貸檢查；
- ensuring ongoing credit worthiness of the Client;
確保客戶的信用持續良好；
- marketing investment, dealing or related services or products;
宣傳投資、買賣或相關服務或產品；
- supporting any statements made in any documents in connection with the service of the Broker;
支援在任何文件上與經紀行的服務有關的任何聲明；
- assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of the Broker;
協助其他有關方面、專業人士、機構或有關的監管機構核實與經紀行的服務有關的某些事實；
- meeting the requirements to make disclosures under the requirements of any laws and/or regulations binding on the Broker;
根據經紀行須遵守的法例及監管條例要求作出披露；
- forming part of the records of the recipient of the data as to the business carried on by it; and
進行有關業務時，構成資料接受人的部分紀錄；及
- any other purpose relating to or incidental to any of the above.
與上述任何一項有關或由其引伸而起的任何其他用途。

5. Fair Eagle Securities Company Limited will keep Personal Data confidential but the Broker may provide Personal Data to the following persons in furtherance of the purposes set in the above paragraph (4):

經紀行會把個人資料保密，但經紀行可能為以上第（4）段所述的進一步用途，把個人資料向以下人士提供：

- any agent or third party service provider who provides services to the Broker in connection with the operation of its business;
任何代理人、承包商，或提供行政、電訊、電腦、款項支付、證券交收或其他和經紀行業務運作有關的第三者服務供應人；
- an appropriate person under a duty of confidentiality to the Broker;
任何對經紀行有保密責任的人；
- any person or institution with which the Client has or proposes to have dealings;
任何一向或即將與客戶有交易往來的個人或機構；
- credit reference agencies and debt collection agencies (in the event of default payment);
任何信貸資料服務機構及收數公司（客戶欠賬時）；
- any regulatory authorities or exchanges which relate to or govern any business of the Broker;
任何與經紀行業務有關或監管經紀行業務的監管機構或交易所；
- any assignee, transferee, delegate, successor or person to whom the account of the Client is transferred and the authorized person of the Client; and
任何承讓人、受讓人、代表、承繼人或客戶帳戶的受讓人，及客戶的獲授權人；及
- any of the Broker’s actual or proposed assignee or participant or sub-participant or transferee.
經紀行任何實質或潛在的承讓人或參與人、分參與人或受讓人。

6. The Personal Data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of such data outside Hong Kong, and also to service providers which offer services to the Broker in connection with the operation of its business.

個人資料可能會被傳送至香港以外的任何地方，並在香港以外地方作處理、保留或使用，並會傳送至為經紀行的業務運作而提供服務的服務供應商。

7. To the extent permitted by law, the Personal Data collected by the Broker from time to time may be used and disclosed in accordance with the Data Privacy Policy. In a lawful situation, the Broker may collect and disclose Personal Data in accordance with the Data Privacy Policy.

在法律容許的情況下，經紀行可以根據私隱條例適用及披露經紀行不時收集所得的個人資料。

8. In accordance with the terms of the Privacy Ordinance, any individual has the right to:

根據私隱條例的規定，任何個人均有權：

- check whether the Broker holds data about him/her and access to such data;
審查經紀行是否持有他的資料及有權查閱有關的資料；
- required the Broker to correct any data relating to him/her which is inaccurate;
要求經紀行改正有關客戶不準確的資料；
- ascertain the Broker’s policies and practices in relation to data and be informed of the kind of personal data held by the Broker; and
查悉經紀行的個人資料政策與實務及查詢經紀行所持有的客戶個人資料的種類；及
- in relation to customer credit, request to be informed which items of personal data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

關於客戶的信貸狀況，客戶可以要求經紀行告知會定期向信貸資料服務機構或收數公司哪幾項個人資料，並向客戶提供進一步資料讓客戶能夠接觸相關的信貸資料服務機構或收數公司並提出修改資料的要求。

9. In accordance with the Privacy Ordinance, the Broker has the right to charge a reasonable fee for the processing of any data access request. All request for access to data or correction of data (when client consider that his/her personal data, supplied by the Broker following a data access request, are inaccurate) or for information regarding policies and practices and kinds of data held should be addressed as follows: Room 1901, 19/F, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong. Telephone number: 2526 2538

根據私隱條例，經紀行有權收取合理的費用處理要求取得個人資料的申請。所有取得或修改個人資料的申請（當客戶向經紀行要求取得個人資料後，認為經紀行所提供的資料有誤），或要求取得關於政策和實務及經紀行所持有的個人資料的種類，請致函或致電：香港銅鑼灣告士打道 311 號皇室大廈 19 樓 1901 室，電話：2526 2538。

ACKNOWLEDGEMENT BY LICENSED REPRESENTATIVE 持牌人聲明

I/We, the licensed person(s) or any Hong Kong SFC licensed or registered person of the Broker, hereby declare and confirm that I/we have provided the Risk Disclosure Statements in a language of the Client's choice (English or Chinese) and invited the Client to read the Risk Disclosure Statements, ask questions and take independent advice if the Client wishes.

本人/吾等為天發的持牌人員或任何香港證監會持牌人或註冊人，並謹此聲明及確認本人/吾等已按照客戶所選擇的語言（中文或英文）提供風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見，如客戶有此意願。

Signed by the Account Executive 客戶主任簽署	Name of Account Executive 客戶主任姓名
	CE No. 中央編號
	Date (dd/mm/yyyy) 日期 (日/月/年)

ACKNOWLEDGEMENT BY CLIENT 客戶聲明

I/We, the undersigned, have read and understood the provisions of this Securities Client Master Agreement ("Agreement") and hereby acknowledge receipt of a copy of the Agreement. I/We agree to be bound by the Agreement which may be amended from time to time. I/We acknowledge and confirm that the Broker has provided the Risk Disclosure Statements in a language of our choice (English or Chinese) and I/ we have been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if I/we wish.

本人/吾等，下述簽署人，已閱讀過及明白本證券客戶主協議（「主協議」），並謹此聲明本人/吾等已收妥其副本。本人/吾等同意受可不時被修改的主協議所約束。本人/吾等確認天發已按照本人/吾等選擇的語言（中文或英文）提供風險披露聲明，及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見，如本人/吾等有此意願。

Individual / Joint Customer(s) 個人/聯名客戶

Corporate Customer 公司客戶

Signature of customer 客戶簽署 <hr/> Name of customer 客戶姓名： Date 日期： <i>(Applicable to Joint Accounts 適用於聯名戶口)</i> Signature(s) of additional customer(s) 其他客戶簽署 <hr/> Name(s) of additional customer(s) 其他客戶姓名： Date 日期：	Signature(s) of authorized signatory(ies) with company chop 受權簽署人簽署及公司蓋印 <hr/> Name(s) of authorized signatory(ies) 受權簽署人姓名： Date 日期： For and on behalf of (company name) 代表（填入公司名稱）：
In the presence of 其簽署由下述人士見證： Signature 簽署：	
Certified person identification 見證人身份 (Bank branch manager 銀行分行經理/ certified public accountant 執業會計師/ lawyer 律師/ Account Executive of Fair Eagle 天發客戶主任):	
Name 姓名： Date 日期：	
Authorized Signature of Fair Eagle Securities Company Limited: 天發證券有限公司授權簽署：	



天發證券有限公司

香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室 電話: 2526 2538 / 2864 4487 傳真: 2845 5731
(SFC CE NO. AAE300 香港聯合交易所有限公司參與者 經紀編號 8798-9 華人置業集團成員 股票編號#127)

尊敬的客戶：

香港投資者識別碼制度(HKIDR)及場外證券交易匯報制度(OTCR)同意書

香港證券及期貨事務監察委員會（證監會）於 2021 年 8 月 10 日刊發諮詢總結文件，決定在交易層面對香港證券市場實施香港投資者識別碼制度(HKIDR) 即為坊間說的投資者實名制度，在香港投資者識別碼制度下，當向香港聯合交易所有限公司（聯交所）的交易系統提交或安排提交交易指令以供執行時，又或當交易所參與者根據聯交所的《交易所規則》向聯交所匯報場外交易（向聯交所作出的交易匯報）時，有關的交易指令或向聯交所作出的交易匯報時必須包括編配予相關客戶的識別碼。這有助識別交易指令及交易的始發人的身分，從而加強對市場的監察。香港投資者識別碼制度(HKIDR)及場外證券交易匯報制度(OTCR)將暫訂於 2022 年第三季至 2023 年第一季實施。天發證券有限公司（天發證券）需要獲得閣下的**明示同意**，以滿足聯交所及證監會的客戶資料要求。

以下為有關香港投資者識別碼制度(HKIDR)及場外證券交易匯報制度(OTCR)同意書：

閣下明白並同意，我們天發證券為了向閣下提供與在聯交所上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證監會的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有相關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括：

- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料（包括客戶識別信息及券商客戶編碼）；
- (b) 允許聯交所：(i)收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及
- (c) 允許證監會：(i)收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及 (ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

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

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

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

我/我們特此同意並接受此同意書之條款。

客戶姓名：_____

客戶簽署：_____

客戶帳號：_____

日期：_____

客戶簽署本同意書後，請盡早郵寄或親身交回天發證券，以便本公司盡快為閣下安排編配香港投資者識別碼。

如閣下有任何疑問，請致電閣下之營業代表及經紀，或本公司的客戶服務熱線 2526 2538 查詢。

天發證券有限公司 謹啟

2022年 1 月

Fair Eagle Securities Company Limited 天發證券有限公司

Fair Eagle Futures Company Limited 天發期貨有限公司

Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong

香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室

Tel 電話: 2526 2538 Fax 傳真: 2981 1396 Website 網頁: www.faireagle.com.hk

Electronic Trading Services Subscription Form 網上交易服務申請表

英文名稱: English Name: Mr./Ms./Mrs./ Miss.	中文名稱: Chinese Name: 先生/女士/太太/小姐	客戶戶號: Client Account No.:
身份證號碼: Identity Card No.: /護照號碼: Passport No.:	聯絡電話: Contact No.:	電郵地址: E-mail address:

釋義

「天發」 天發證券有限公司及天發期貨有限公司；
 「電子媒介」 任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或天發不時確定和指定的任何其他電子或電訊設備或系統；
 「電子交易服務」 根據本協議天發、其承辦商或其代理人不時已提供或將提供的任何設施及服務(包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件)，使客戶可透過任何電子媒介就有關請帳戶的任何有關交易發出指示或獲取證券報價或其他資訊。

客戶聲明

本人/吾等，下列簽署者現向天發申請網上證券交易服務。
 本人/吾等，明白使用任何天發之服務前，當已閱讀及明白天發最新版本的證券客戶主協議及期貨客戶主協議(「該協議書」)而本文件乃該協議書的一部份。本人/吾等，現申請開立電子交易服務，並同意接受可不被修改的該協議書包括其一般條款及附表 A - 電子交易服務之附加條款及所有相關附表所約束。本人/吾等確切已獲提供按本人/吾等選擇語言(中文/英文)附於本表之風險披露聲明，並提出問題及徵求獨立的意見(如本人/吾等有此意願)。

風險聲明

證券價格有時可能會非常波動，證券價格可升跌，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。

電子交易

透過某個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚至完全不獲執行。請你特別注意以下各項：

- (A) 互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；
- (B) 與天發的站或電子交易服務接達可能因為高峰期、市場波動、系統故障(包括硬件或軟件故障)、系統升級維修或因原因而隨時及不時被限制、延誤無法進行；
- (C) 透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於(以適用者為準)無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾，出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- (D) 透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出的時通行價格不同；
- (E) 未經授權第三方可能獲得通訊及個人資料；
- (F) 透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (G) 刊發在天發的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的成交或該等指示或買賣盤的執行，以及與投資者的帳戶有關投資者的現金狀況、商品狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過天發的網站進行的交易，如有疑問，投資者應聯絡天發，以確定投資者的交易的進度或與投資者的帳戶有關的其他資料。

免責聲明

一切買賣指示須由客戶透過電子媒介的傳送而作出的，其風險概由客戶承擔。天發有權根據其有理由相信來自客戶的指示行事，並無責任查證發出指示的人士的身份。對於天發因其不能控制的任何原因(包括但不限於傳送或電腦延誤、錯誤或遺漏、罷工及類似的工業行動或任何交易商、交易所或結算所沒有履行其義務)而沒有履行在其本協議下的義務，天發無須負責。並且客戶特此，確認並同意，其應就以客戶名義作出或訂立的一切允諾、債務及任何其他義務是以書面或口頭形式發出和以何種方式傳達及宣稱已按上述情況發出。倘若天發收到互相抵觸的指示時，天發可拒絕執行任何此等指示，直至接到明確的指示為止。本協議已翻譯為中文文本，但如發生任何抵觸，應以英文文本為準。

DEFINITIONS

"FAIR EAGLE"

Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited;

"Electronic Media"

Any Electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as FAIR EAGLE may from time to time determine and prescribe;

"Electronic Trading Service"

Any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by FAIR EAGLE or FAIR EAGLE's contractor or agent or service provider from time to time under this Agreements which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media.

DECLARATION BY CLIENT

I/We, the undersigned, hereby request Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited to provide the Electronic Trading Service. I/We confirm that prior to usage of any of Fair Eagle service(s) have read and understood the provisions of the current version of the Securities Client Master Agreement and Futures Client Master Agreement of FAIR EAGLE ("Agreements") of which this document forms a part. I/We hereby apply to open the Electronic Trading Service and agree to be bound by the Agreements including its General Terms and Conditions, Schedule A - Additional Terms for Electronic Trading Service and all other relevant Schedule(s) as the same may be amended from time to time.

I/We acknowledge and confirm that FAIR EAGLE has provided the Risk Disclosure Statement annexed hereto in a language of my/our choice (Chinese/English) and I/We have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if I/We wish.

RISK OF SECURITIES TRADING

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

ELECTRONIC TRADING

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. In particular, your attention is drawn to the following:

- (A) The internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;
- (B) Access to the website operated by the FAIR EAGLE or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;
- (C) Instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
- (D) Instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;
- (E) Communications and personal data may be accessed by unauthorized third parties;
- (F) Instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- (G) The status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on the FAIR EAGLE's website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service and that, in the case of doubt, you should contact the FAIR EAGLE to ascertain the status of your other Transactions in your Account or other details relating to your Account.

DISCLAIMERS

All orders shall be made by the Client through Electronic Media at the Client's risk. FAIR EAGLE may act on such instructions which FAIR EAGLE believes to come from the Client without any duty to verify the capacity of the person giving the instruction. FAIR EAGLE shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond FAIR EAGLE's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client hereby confirms and agrees that the Client shall be responsible to FAIR EAGLE for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, FAIR EAGLE may refuse to act on any of such instructions until FAIR EAGLE receives unequivocal instruction(s). This Agreements may be translated into Chinese language but in the event of any conflict arising the English version shall prevail.

客戶簽署/Client's Signature: _____

日期/Date: _____

簽署及印鑑簽署樣式需與開戶文件一致 Specimen(s) of signature(s) should be identical to Account Opening Documents.

(敬請客戶簽署本申請表後，將原件郵遞或交付客戶經理處理) (Please complete the Subscription Form, and send the original to the account executive for processing)

只供內部使用 For Internal Use Only

客戶經理姓名 A.E. Name	交易金額上限 Trade Limit :	簽名核對 Signature Checked by	系統輸入者 Operator input
客戶經理簽署及日期 A.E. Signature & Date	貸款金額上限 Margin Limit:	輸入核對 Input Checked by	批核者 Approval by



天發證券有限公司

香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室 電話: 2526 2538 / 2864 4487 傳真: 2981 1396
(SFC CE NO. AAE300 香港聯合交易所有限公司參與者 經紀編號 8798-9 華人置業集團成員 股票編號#127)

日期:

客戶姓名/名稱: (“閣下”)

客戶帳戶號碼: (“帳戶”)

首次公開招股股票(“新股”)暗盤下單條款

應閣下的要求及授權，天發證券有限公司(“天發”)可能會(惟沒有義務)在新股於香港聯合交易所(“聯交所”)首日正式上市的交易日期(“上市日”)前接受閣下的買賣新股指令，俗稱暗盤(“暗盤指令”)，惟前提是閣下同意以下的條款及風險。如果閣下不同意以下的條款，或者不完全認識包括但不限於以下所述暗盤指令的風險，天發建議閣下不應該在上市日之前發出任何買賣新股暗盤指令；如果閣下從來沒有作出暗盤指令，以下的條款並不適用於閣下已簽署的客戶帳戶協議。倘若閣下向天發發出帳戶的暗盤指令時，則會被視為接受及同意以下的條款，與此同時，以下的條款是附加於客戶帳戶協議的條款，倘若有任何異議，應以下文所列條款為準：

閣下同意及明白：

- (1) 閣下的暗盤指令並非即時通過聯交所進行，而是屬於場外的協議，因此並沒有得到聯交所的保障落實。天發不會承擔任何有關交收及其他的責任或風險，意指“已執行及成交”的暗盤交易可能因交易對手違約或錯誤等原因而不能完成交易及成交，同時，天發擁有絕對酌情權在上市日真正通過聯交所成交前取消閣下“已執行及成交”的暗盤交易及指令而不會獲得任何賠償，閣下不可因此而向天發追討任何損失。閣下亦同意及接受額外的風險，包括但不限於場外進行的協議、交易或“成交”不受香港監管機構所監管，所以閣下的**暗盤指令**並沒有得到保障。倘若閣下在暗盤交易出錯，場外未必有足夠的交易對手作交易，場外“成交量”亦可能會很少，“已執行及成交”的暗盤交易價格並不一定具有參考價值及可能不能求證，而且可能十分波動，與上市日在聯交所的價格亦可以相差很大。
- (2) 除非得到天發同意，閣下不可撤銷或修改閣下的暗盤指令的。天發根據閣下的暗盤指令尋找其他交易對手(可能是多於一個)承接，交易對手確認後所稱的“已執行及成交”，只是指協議完成，此協議及指令縱使不是即時經過聯交所的確認，也是不可被閣下撤銷的。待暗盤交易的所有細節在上市日進入聯交所的自動對盤系統及沒有被拒絕後，暗盤交易的細節才算得到聯交所的確認及完成交易，而交易的結算細則依照聯交所的規定進行，所以暗盤的正式交易日是指新股上市日，而不是此日期之前，如果新股上市日被延遲，交易日亦會因而延遲。天發有權要求閣下在協議日期前存放所需的股票或資金作交收用途。
- (3) 閣下作出暗盤指令後必須履行天發根據指令所“執行及已成交”之暗盤交易，而天發同時擁有絕對酌情權根據暗盤指令或交易，代閣下在新股上市日通過聯交所與交易對手完成交易及結算。
- (4) 閣下同意向天發支付暗盤交易的額外佣金費用，而天發擁有絕對權利可隨時作出更改此額外的交易佣金。

(5) 閣下同意就天發由於接受或進行暗盤指令或交易而蒙受或招致的任何損失、第三者的訴訟、投訴、索償、相關成本及費用(包括法律費用)彌償天發，使天發免受此等的損害或損失，並向天發迅速賠償並支付天發所要求支付的任何損害或損失。天發有權修改以上所有的條款而不作另行通知，如閣下有任何疑問，請聯絡你的客戶經理。

此致

天發證券有限公司

客戶知悉及同意以上條件

客戶簽署/公司蓋章

負責人批准

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW8BEN for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.		
City or town, state or province. Include postal code where appropriate.		Country
4 Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer