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# Corporate Brokers Limited

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證券交易保證金客客戶協議

SECURITIES TRADING MARGIN CLIENT AGREEMENT

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CLIENT'S COPY

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個人/聯名帳戶適用 For Individual/Joint Account

帳戶類別:  個人帳戶 Individual Account  聯名帳戶 Joint Account  
Account Type

I. 個人資料 Individual Particulars

1. 姓名 Name \* 先生 / 女士 / 太太 / 小姐 \* Mr / Ms / Mrs / Miss

英文

English

(姓氏 Family)

(名字 Given)

中文

Chinese

2. 住址 (\* 自置: 有按揭 / 沒有按揭 / 租用)

Residential Address (\* self-owned: mortgaged / mortgage free / rented)

3. 通訊地址 Correspondence Address

(如有別於住址 if different from residential address)

4. 香港身份證 / 護照號碼

H.K. ID Card / Passport No.

5. 國籍

Nationality

婚姻狀況

Marital Status

已婚 Married

單身 Single

I declare that I \* am / am not a US citizen, US resident, Green Card holder or US taxpayer and I will notify you if there is any change.

本人謹此聲明 本人\* 是 / 不是 美國的公民、居留人士、綠卡持有人或納稅人, 如之後有任何改變即通知 貴公司。

6. 出生日期

Date of Birth

(日DD / 月MM / 年YY)

7. 配偶姓名 Spouse's Name

8. 聯絡方法 Contacts

電郵地址 Email Address

收取電子結單並同意第4頁的條款: \*是 / 否

Receive e-statement and agree with the terms on P.4: \*Yes / No

手提電話 Mobile Phone No.

住宅電話 Home Phone No.

公司電話 Office Phone No.

住宅傳真 Home Fax No.

公司傳真 Office Fax No.

開戶資料表格 (保證金戶口)  
Account Opening Information Form  
(Margin Account)

帳戶號碼:

Account Number

(1)

(2)

首名帳戶持有人資料 1<sup>st</sup> Account Holder Particulars

II. 業務 / 工作狀況 Business / Employment Status

1. 現任僱主 Current Employer

(或自僱業務名稱 or name of business if self employed)

2. 行業

Industry

3. 職位 Position

受僱年期 Years of Service

4. 公司地址 Business Address

III. 財務狀況 Financial Status

1. 收入來源

Income Source

沒有 Nil

薪金 Salary

佣金 Commission

租金 Rent

業務溢利 Business profit

其他 Others

2. 每年收入 Annual Income

≤ HK\$100,000

HK\$250,001 ~ 500,000

HK\$1,000,001 ~ 2,000,000

HK\$100,001 ~ 250,000

HK\$500,001 ~ 1,000,000

> HK\$2,000,000

3. 估計資產淨值

Estimated Asset Net Worth

所持資產  
Assets held

物業 Property

存款 Deposits

證券 / 基金 Securities / Funds

其他 Others

IV. 投資經驗 Investment Experience

1. 投資目的 Investment Objective (可選多項 can choose one or more items)

股息收入 Dividend income

投機增值 Speculative gain

長線增值 Long term gain

其他 Others

2. 投資經驗 / 年期 Investment Experience / Years

證券 Securities

期貨/期權 Futures/Options

其他 Others

未有經驗 No experience

<1 Years

5-10年 Years

1-5年 Years

>10年 Years

(此頁只適用於聯名帳戶)

### 聯名帳戶適用 For Joint Account Only

#### I. 個人資料 Individual Particulars

1. 姓名 Name \* 先生 / 女士 / 太太 / 小姐 \* Mr / Ms / Mrs / Miss

英文  
English (姓氏 Family) (名字 Given)

中文  
Chinese

2. 住址 (\* 自置: 有按揭 / 沒有按揭 / 租用)  
Residential Address (\* self-owned: mortgaged / mortgage free / rented)

3. 通訊地址 Correspondence Address  
(如有別於住址: if different from residential address)

4. 香港身份證 / 護照號碼  
H.K. ID Card / Passport No.

5. 國籍 Nationality  婚姻狀況 Marital Status  已婚 Married  單身 Single

I declare that I \* am / am not a US citizen, US resident, Green Card holder or US taxpayer and I will notify you if there is any change.

本人謹此聲明 本人\* 是 / 不是 美國的公民、居留人士、綠咭持有人或納稅人, 如之後有任何改變即通知 貴公司。

6. 出生日期 Date of Birth  (日DD / 月MM / 年YY)

7. 配偶姓名 Spouse's Name

8. 聯絡方法 Contacts  
電郵地址 Email Address

收取電子結單並同意第4頁的條款: \*是 / 否  
Receive e-statement and agree with the terms on P.4: \*Yes / No

手提電話 Mobile Phone No.  住宅電話 Home Phone No.

公司電話 Office Phone No.  住宅傳真 Home Fax No.

公司傳真 Office Fax No.

#### 第二名帳戶持有人資料 2<sup>nd</sup> Account Holder Particulars

#### II. 業務 / 工作狀況 Business / Employment Status

1. 現任僱主 Current Employer

(或自僱業務名稱 or name of business if self employed)

2. 行業 Industry

3. 職位 Position 受僱年期 Years of Service

4. 公司地址 Business Address

#### III. 財務狀況 Financial Status

1. 收入來源 Income Source  沒有 Nil  租金 Rent  薪金 Salary  業務溢利 Business profit  佣金 Commission  其他 Others \_\_\_\_\_

2. 每年收入 Annual Income

≤ HK\$100,000  HK\$100,001 ~ 250,000  
 HK\$250,001 ~ 500,000  HK\$500,001 ~ 1,000,000  
 HK\$1,000,001 ~ 2,000,000  > HK\$2,000,000

3. 估計資產淨值 Estimated Asset Net Worth

所持資產 Assets held  物業 Property  證券 / 基金 Securities / Funds  存款 Deposits  其他 Others \_\_\_\_\_

#### IV. 投資經驗 Investment Experience

1. 投資目的 Investment Objective (可選多項 can choose one or more items)

股息收入 Dividend income  長線增值 Long term gain  
 投機增值 Speculative gain  其他 Others \_\_\_\_\_

2. 投資經驗 / 年期 Investment Experience / Years

證券 Securities  未有經驗 No experience  
 期貨/期權 Futures/Options  <1 Years  1-5 Years  
 其他 Others \_\_\_\_\_  5-10年 Years  >10年 Years

\*please delete as appropriate \*請將不適用者刪去

## V. 銀行帳戶資料 Bank Account Details

1. 銀行名稱 Name of Bank  帳戶名稱 Account Name
2. 銀行帳戶號碼 Bank Account Number  
(1) 港幣 HKD :   
(2) 人民幣 RMB :
3. 選用本公司的信托戶口存放資金  
To use trust account for keeping funds with the Company  
 是 Yes  否 No

## VI. 聲明 Declaration

1. 帳戶最終受益人 Ultimate Beneficial Owner of the Account  
 客戶本人 The Client  
 其他(請提供下列資料) Others (please provide details)  
姓名 Name   
身份證/護照號碼 ID/Passport No.  電話號碼 Phone No.   
通訊地址 Correspondence Address
2. 客戶是否與本公司任何董事或職員有任何親屬關係?  
Do you have any relationship with any director or employee of the Company?  
 沒有 No  有(請提供下列資料) Yes (please provide details)  
董事或職員之姓名 Name of Director/Employee   
關係 Relationship
3. 客戶是否交易所參與者之董事或職員或證監會註冊人/持牌人?  
Are you a director or employee of an Exchange Participant of the SEHK or a registered / licensed person of the SFC?  
 不是 No  是 Yes  
交易所參與者/註冊人/持牌人名稱  
Name of Exchange Participant/Registered/Licensed Person

## VII. 授權提取支票代表 Authorized Cheque Collector

姓名 Name  身份證/護照號碼 ID/Passport No.   
簽署式樣 Specimen Signature  有效日期 Valid Period

## VII. 佣金 / 利率 / 結算費

### Commission / Interest rate / Settlement Fee

佣金 Commission rate \_\_\_\_\_ % 最低佣金 Minimum commission HK\$ \_\_\_\_\_  
孖展借貸利率 Interest rate on margin loan : \_\_\_\_\_ % p.a.  
結算費 Settlement fee : \_\_\_\_\_

客戶聲明此開戶資料表格所載之資料(特別是關於本人是否美國的公民/居民/綠咭持有人/納稅人(個人資料第5項))均屬真實、完全及正確,如有任何更改,須於一個月內通知本公司。除非本公司收到任何客戶資料變更之通知,本公司可完全依賴此等資料及聲明作任何用途。本公司獲授權在任何時間與任何人士聯絡,包括客戶之銀行、經紀或任何信貸機構以核實此資料表格所提供之資料。

The Client(s) represent that the information (particularly whether the client is a US citizen/ resident/ green card holder/ taxpayer (Individual Particulars item 5)) contained in this Account Opening Information Form is true, complete and accurate and agree to notify the Company within one month if there is any change in such information. The Company is entitled to rely fully on such information and representations for all purposes, unless and until the Company receives notice of any change. The Company is authorized at any time to contact anyone, including the Client's bank, brokers or any credit agency, for the purpose of verifying the information provided in this Information Form.

首名帳戶  
持有人簽署  
First Account  
Holder's Signature   
日期 Date

第二名帳戶  
持有人簽署  
Second Account  
Holder's Signature   
日期 Date

## 電子交易服務 Electronic Trading Services

客戶特此申請使用電子交易服務,並確認:-  
The Client(s) hereby request for using Electronic Trading Service and confirm :-

客戶已閱讀及明白本公司所訂定之證券交易協議,及本公司不時修訂之電子服務使用條款,客戶承諾在任何時間均會按照該等協議及條款之規定使用有關服務。客戶更確認客戶為唯一獲授權使用該電子服務之使用者,並對交易密碼之保密及使用承擔全部責任,所有透過電子服務所發出之指示,均可視為由客戶親自作出,客戶同意負全責。

The Client(s) have read and understand the provisions of the Company's Securities Trading Agreement and all provisions which the Company may amend from time to time relating to the use of Electronic Services. The Client(s) also confirm that the Client(s) are the only authorized user(s) of the Electronic Services and are fully responsible for the confidentiality and use of the Access Codes. All instructions entered through the Electronic Services shall be deemed to be made by the Client(s) and the Client(s) agree to be fully responsible for all instructions so entered.

互聯網交易服務 Internet Trading Service  
 流動電話交易服務 Mobile Phone Trading Service  
 阿斯達克報價服務 AASTocks subscription : HK\$ \_\_\_\_\_  
客戶簽署 Client(s) Signature  日期 Date

**同意以電子方式接收交易結單**  
**Consent for Receiving Statement of Account through e-mail**

就選用收取電子結單服務，客戶確認接受下列條款及條件：

By electing to receive statement of account through e-mail, the Client confirms acceptance of the following terms and conditions :

1. 客戶明白接收電子結單是《證券及期貨條例》第 400 條 所許可的其中一種方法來獲取交易文件，當客戶選用此方法後，本公司將不會向客戶寄出結單，故此，客戶應當定期查看電郵信箱以收取有關電子結單送達的通知。當收到本公司寄發的電子結單後，客戶應小心查閱，確保在發出日期 3 天內，能盡快向本公司指正所發現的任何錯漏。  
The Client understands that email is an eligible form for the company to send documents to clients under Section 400 of the Securities and Futures Ordinance. Once the Client selects this method for receiving statements of account, the company will not send the same to the Client by post; therefore, the Client should check the electronic mail box regularly for such statements. When any statement from the company is received, the Client should review it carefully and report to the company any error or problem within 3 days from the day when the statement is sent to the Client.
2. 客戶應把電子結單儲存於電腦或其他儲存裝置，或將之列印，以供日後參考。  
After receiving any statement, the Client should keep an electronic copy in computer or other devices for storage or print out a hard copy for future reference.
3. 客戶知悉網上及電郵服務可能涉及若干資訊科技風險及會中斷，如電子結單發出後遭退回，本公司便會於原應發出電子結單當日之後一天內盡快把結單的列印本免費郵寄給客戶。  
The Client acknowledges that Internet and email services may be subject to certain IT risks and disruption. If any statement is returned undelivered, the company will send the Client free of charge a hard copy of the statement by post (normally on the next business day of the original delivery day) as soon as practicable.
4. 如已更改收取結單的電郵地址，客戶承諾盡快以書面通知本公司。  
If there is any change in the email address for receiving statement of account, the Client should give the company written notice of the change as soon as practicable.
5. 如欲取消以電子方式接收電子結單的服務，客戶須於生效日前三日將書面通知送達本公司。  
If the Client decides to revoke the election of receiving statement of account through email, the Client should give the company written notice which should be received by the company at least 3 days in advance of the effective day of the revocation.
6. 客戶知悉如日後向本公司索取已經電郵發送的電子結單的列印本時，需（按收費表上不時更新的價目）繳付額外的服務費用。  
A fee (as shown in the company's schedule for service fees which is subject to change from time to time) will be charged if the Client requests from the company a hard copy of statement of account which has been sent to the Client through email.

**只供本公司填寫 FOR OFFICIAL USE ONLY**

客戶主任姓名及代號 Name & Code of Account Executive

與客戶主任相識年期 How long known to Account Executive

已獲銀行或信貸參考 Bank or credit reference checked

是 Yes	否 No	備註 Remarks
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介紹人 Introduced by

日期 Date

<input type="text"/>	<input type="text"/>
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批核 Approved by

日期 Date

<input type="text"/>	<input type="text"/>
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其他備註 Other Remarks

**文件核對表 Document Check List**

- |   |   |
|---|---|
| <input type="checkbox"/> Securities Trading Margin Client Agreement | <input type="checkbox"/> Consent form for disclosure to USIRS for US-related client                             |
| <input type="checkbox"/> Signature Card                             | <input type="checkbox"/> Risk disclosure on ETF & derivatives (applicable for client trading ETF & derivatives) |
| <input type="checkbox"/> Copy of I.D. Card or Passport              | <input type="checkbox"/> ML / TF Risk Assessment Form   |
| <input type="checkbox"/> Address Proof                              | <input type="checkbox"/> Standing Authority (if applicable): _____  |
| <input type="checkbox"/> Negative File Check                        | <input type="checkbox"/> Income proof / others : _____  |

填寫 Prepared by

日期 Date

核查 Checked by

日期 Date

**電子服務 Electronic Services**

互聯網 Internet Trading Service		流動電話 Mobile Phone Trading Service	
發出使用者密碼 User ID Issued	發出通行密碼 Password Issued	發出使用者密碼 User ID Issued	發出通行密碼 Password Issued
處理 Handled by	處理 Handled by	處理 Handled by	處理 Handled by
日期 Date	日期 Date	日期 Date	日期 Date

# 證券交易保證金客戶協議

致：**協聯證券有限公司**

香港灣仔告士打道 77-79 號富通大廈 18 樓  
(聯交所參與者 (證監會註冊 CE no.: AAC806) 及根據證券及期貨條例從事證券交易業務的持牌法團)

本人 / 吾等 (請填寫姓名 / 名稱及地址) \_\_\_\_\_

茲要求 貴公司根據下列條款及條件，為本人 / 吾等運作一個帳戶：

## 1. 釋義

1.1 除非文意另有所指，本協議下述字詞將作如下解釋：

- 「**交易密碼**」 指所有私人身份密碼、代碼及用以接達任何電子服務之通行密碼；
- 「**帳戶**」 指 貴公司根據本協議為本人 / 吾等開立及維持之保證金證券買賣帳戶；
- 「**開戶資料表格**」 指本人 / 吾等開立帳戶時所填寫之資料表格；
- 「**關聯公司**」 指 貴公司之任何附屬公司或控股公司，該控股公司之任何附屬公司，及任何 貴公司或該控股公司擁直接或間接控制權之公司；
- 「**代理人**」 指任何關聯公司及/或 貴公司委任之任何代理人、聯營公司、資訊服務供應商、其他金融產品供應商或執行、保管或其他設施供應商；
- 「**貴公司**」 指協聯證券有限公司；
- 「**電子服務**」 指由 貴公司不時提供的，以使本人 / 吾等能運作帳戶及以電子指示方式發出有關證券買賣及處理證券和資訊服務 (可載有由 貴公司傳播之聯交所數據) 之服務；
- 「**財務通融**」 含證券及期貨條例附表 1 所賦予之定義；
- 「**中央結算**」 指香港中央結算有限公司；
- 「**資訊供應商**」 指任何提供包括任何證券、期貨或商品交易所資訊之第三者，或其資訊被載於電子服務內之資訊售賣商；
- 「**指示**」 指由本人 / 吾等發出之帳戶運作指示，包括買賣證券或對證券進行其他之處理及從本人 / 吾等的帳戶中提取款項；
- 「**保證金**」 指金額相等於由 貴公司代本人 / 吾等所購或所持的證券按當時市值乘以適用百分比率所計算的存款、抵押品及保證金 (包括但不限於首筆保證金及追加保證金)，而該適用百分比率全由 貴公司所訂定 (及不時修改) 並通知本人 / 吾等；
- 「**監管機構**」 指任何 (香港或海外) 有關的交易所、證券監管機構 (包括但不限於聯交所及證監會)、政府部門、稅務機構及/或公共機構；
- 「**聯交所**」 指香港聯合交易所有限公司；
- 「**證監會**」 指證券及期貨事務監察委員會；
- 「**證券**」 含證券及期貨條例附表 1 所賦予之定義；
- 「**證券及期貨條例**」 指不時修訂、綜合或被替代之證券及期貨條例 (香港法例第 571 章) 及其任何附屬法例；
- 「**交易**」 指已執行之指示。

1.2 在本協議內，單數詞彙包含複數之意思，反之亦然；有性別含義之詞彙，同時包括男性及女性。

## 2. 帳戶

2.1 本人 / 吾等確認開戶資料表格內所載資料均屬真實、完整及正確，倘該等資料有任何變更，本人 / 吾等將會即時通知 貴公司。本人 / 吾等特此授權 貴公司對本人 / 吾等之信用進行查詢，以核實上述表格所載資料。

- 2.2 本人 / 吾等確認，本人 / 吾等為帳戶內每宗交易之最終負責發出有關指示及最終受益人（但在開戶資料表格或在其他予 貴公司之通知內已披露之其他人士或機構除外）。
- 2.3 除下文第 12 條及第 22 條另有規定外， 貴公司將會對本人 / 吾等帳戶之有關資料予以保密，但 貴公司可以提供該等資料予有關監管機構以符合其對資料之規定或要求，及在接獲任何法庭頒令或法律條文之要求下，即時提供該等資料予其他人士。

### 3. 法例及規則

- 3.1 所有交易均須根據適用於 貴公司之一切法例、規則和監管指示之規定而進行，這方面之規定包括聯交所及中央結算之規則，貴公司根據該等法例、規則及指示而採取之所有行動均對本人 / 吾等具有約束力。

### 4. 指令及交易

- 4.1 除非 貴公司（在有關交易之成交單據或其他合約單據內）註明以當事人身份進行交易，否則 貴公司將以本人 / 吾等之代理人身份進行交易。
- 4.2 本人 / 吾等將不時以口頭、書面或透過任何電子服務方式指示 貴公司代本人 / 吾等出售及/或購買證券。在接到該等指示後，貴公司須在其認為合理切實可行之情況下，根據該等指示出售及/或購買證券，惟 貴公司在任何時間下均有接受或拒絕購買指示之絕對酌情權，尤其是（但不限於）當本人 / 吾等帳戶內未有足夠的保證金而未能達到 貴公司不時修訂之最低保證金額的規定。本人 / 吾等更知悉， 貴公司可在代本人 / 吾等執行任何證券交易前，要求本人 / 吾等在帳戶內存放足夠之可即兌款項及/或 貴公司認可之證券作為追加保證金。
- 4.3 貴公司毋須為本人 / 吾等進行任何未有作補倉準備之賣空交易。倘本人 / 吾等進行已作補倉準備之賣空交易，本人 / 吾等必須在本人 / 吾等在發出有關沽盤時通知 貴公司及確保本人 / 吾等之賣空交易得以妥善交收。對於本人 / 吾等之賣空指示，本人 / 吾等必須確保並促使本人 / 吾等於《證券及期貨條例》、政府或其他監管規則下之所有義務及責任得以妥為執行及解除。
- 4.4 貴公司可在沒有事前向本人 / 吾等提及之情況下，將本人 / 吾等之買賣指示與其他客戶之購買及/或出售證券指示合併執行。本人 / 吾等知悉這可能較單獨地為本人 / 吾等執行指示而為本人 / 吾等帶來較有利或不利之執行價格。在這情況下，倘有關證券不足以滿足這些經合併之買賣盤，貴公司可在適當地考慮到市場規定、適用之規則及對客戶是否公平等因素後，將有關交易在客戶之間分配。本人 / 吾等知悉及同意， 貴公司及/或其代理人可隨時為買賣指示作優先次序安排，以取得最佳行使價。
- 4.5 本人 / 吾等明白，由於客觀環境之限制及證券價格迅速之改變，貴公司或會未能全數執行或依照在某個時間之報價或按照“最佳價”或“市價”執行本人 / 吾等之買賣指示，但本人 / 吾等仍同意受有關交易之約束。
- 4.6 本人知悉及同意，除非 貴公司同意，否則所有已作出之指示均是不可撤銷的，及在指示作出後，在一般情況下無論是以口頭、書面或電子方式均不能取消或更改有關指示。倘本人 / 吾等要求取消之買賣盤已經全數或部份執行，本人 / 吾等同意會對有關交易負上全部責任。
- 4.7 本人 / 吾等同意 貴公司毋須對因通訊設施發生故障或傳送失靈，或非 貴公司控制範圍或預計之內之任何其他原因所造成之傳送、接收或執行指示之延誤或失靈負責。
- 4.8 貴公司將盡可能就每宗為帳戶所完成之交易予本人 / 吾等提供電子或印文本方式之確認，以作紀錄。除非本人 / 吾等在有關確認被視作收妥後之 3 天內，透過書面提出反對，交易對本人 / 吾等均具有約束力。在所有情況下， 貴公司有權決定本人 / 吾等對某項交易所提出之反對是否有效。
- 4.9 貴公司將盡可能透過電子或印文本方式，為本人 / 吾等提供帳戶月結單(形式由 貴公司決定)，上面列明以 貴公司或其代理人或代名人義所持有屬於本人 / 吾等之證券名單，並詳列自對上一份帳戶結單日後（若沒有對上一份帳戶結單，則自開戶日起）在帳戶內完成的所有交易之資料。除非本人 / 吾等在有關帳戶結單被視作收妥後 5 天內以書面提出反對，每份帳戶結單所載之資料均對本人 / 吾等具有約束力。在所有情況下， 貴公司有權決定本人 / 吾等對帳戶結單內資料所提出之反對是否有效。
- 4.10 對於任何若非因本人 / 吾等沒有按上述第 4.8 及/或第 4.9 分條之規定向 貴公司作出通知，而本來可能或可以合理避免之損失， 貴公司概不負責。而即使交易及帳戶結單已為本人 / 吾等確認，日後 貴公司仍有全權修正當中的任何錯誤。
- 4.11 倘本人 / 吾等於香港以外之地區居住或發出指示，本人 / 吾等同意確保及聲明所給予之該等指示將符合發出指示地方有關司法權區之適用法律，而本人 / 吾等倘遇有疑問，將徵詢或尋求有關司法權區之法律意見。本人 / 吾等接受可能須就任何於香港以外地區所發出之指示而向有關機關支付稅項或費用，而本人 / 吾等同意支付該等稅項或費用（如適用）。本人 / 吾等亦同意應要求彌償 貴公司關於或由於本人 / 吾等在香港以外居住或發出指示而使 貴公司可能蒙受或引致之任何索償、索求、訟訴費用及開支。



## 5. 保證金和資金

- 5.1 本人 / 吾等同意依照 貴公司的要求維持適當的保證金，並以現金、證券或按 貴公司指定的形式及/或金額，在 貴公司指定時間內提供追加保證金，以支付本人 / 吾等應付的或由 貴公司代本人 / 吾等就該保證金而支付的款項，或由 貴公司代表本人 / 吾等根據本協議條款進行的任何證券交易而應付的款項。
- 5.2 本人 / 吾等明白支付任何保證金的時間為關鍵要素，如果 貴公司提出付款要求時未規定其他時間，則本人 / 吾等應於下一營業日下午四時之前（或按 貴公司規定的更早時間）支付 貴公司。本人 / 吾等亦同意於 貴公司要求時立即全額清還於 貴公司內的任何帳戶之任何欠額。凡就保證金所作的首筆及隨後的存款和付款，一律應為已過數的資金，而 貴公司有絕對酌情權規定貨幣種類及金額。
- 5.3 本人 / 吾等同意 貴公司有絕對酌情權不時更改保證金要求。本人 / 吾等所獲得的財務通融，其款額為 貴公司所持的抵押品市值乘以適用的百分比率（而該比率全由 貴公司所訂定）並且不可高於 貴公司不時通知本人 / 吾等的欠額上限。先前的保證金要求一律不可作為不變之先例，而經更改的保證金要求一旦生效，即適用於生效時的持倉以及受該更改所影響的合約下的新持倉。
- 5.4 本人 / 吾等如未能按 貴公司規定的時間內應 貴公司要求支付追加保證金或本協議下任何其他應付帳項， 貴公司即有權（而無損其他權利）終止該（等）保證金帳戶而不必就此通知本人 / 吾等，並有權出售代本人 / 吾等所持的任何或全部證券，並用所得款項及任何現金存款支付本人 / 吾等所欠 貴公司的一切款額，而剩餘的款項將退還本人 / 吾等。
- 5.5 本協議的任何規定都不應解釋為取消或影響 貴公司根據本協議第 10.1 分條對任何銀行帳戶所存任何款項或對該銀行帳戶所收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救權。
- 5.6 為免疑問，如本人 / 吾等的任何保證金帳戶有任何欠額， 貴公司無義務而且不應被視為有義務提供或繼續提供任何財務通融。特別是（但不限於此）當 貴公司允許任何帳戶內的欠額時，不暗指 貴公司有任何義務在隨後的情況下為本人 / 吾等提供墊款或提供任何財務承擔，本人 / 吾等對 貴公司所允許的欠額應有的義務不因此而受影響。

## 6. 交收

- 6.1 就每一宗交易而言，除另有協議外或除非 貴公司已代本人 / 吾等持有現金或證券供交易交收之用，否則本人 / 吾等將會在 貴公司就該項交易而已通知本人 / 吾等之期限之前：
- (a) 向 貴公司支付可即兌款項或向 貴公司交付可交付形式之證券，或
- (b) 以其他方式確保 貴公司收到該等款項或證券。
- 倘本人 / 吾等未能這樣做， 貴公司可以隨時，並在毋須再給予通知之情況下：
- (i) （如屬買入交易）出售買入之證券；及
- (ii) （如屬賣出交易）借入及/或買入證券以進行交易之交收。
- 6.2 本人 / 吾等將會負擔 貴公司因本人 / 吾等未能進行交收而引起之任何損失及開支。
- 6.3 如屬買入交易，倘賣方經紀未能於交收日內交付證券，導致 貴公司須買入證券進行交收，本人 / 吾等毋須為買入該等證券之費用向 貴公司負責。
- 6.4 本人 / 吾等可以使用 14.1 分條中列明的任何一種通訊方式，向 貴公司發出指示，從本人 / 吾等的帳戶中提取款項或將款項轉至本人 / 吾等於任何認可機構（跟據「銀行業條例」的釋義）及 貴公司的關聯公司中所開立的任何戶口（如適用）。除非 貴公司另得本人 / 吾等以書面授權，否則不可將款項支付予其他人士。

## 7. 佣金、收費及利息

- 7.1 本人 / 吾等會就所有交易支付 貴公司通知本人 / 吾等之所有佣金和收費，以及繳付聯交所徵收之適用徵費，並繳付有關帳戶及交易之所有適用之印花稅、海外稅務機構徵收的扣繳稅及/或其他收費。 貴公司可以從帳戶中扣除該等佣金、收費、徵費、印花稅及稅項。
- 7.2 本人 / 吾等同意就所有欠結（包括在取得判本人 / 吾等須付之判定債項後所引起之利息）按 貴公司不時通知本人 / 吾等之利率及其他條款支付利息。
- 7.3 本人 / 吾等已獲取 貴公司的服務收費表，當中列明上述 7.1 及 7.2 分條的收費基準，本人 / 吾等明白 貴公司有權更改收費基準，如有此情況， 貴公司將通知本人 / 吾等。

## 8. 電子服務及相關風險披露聲明

- 8.1 本人 / 吾等知悉 貴公司為本人 / 吾等提供三種接達帳戶之途徑：(i) 透過 貴公司不時提供之某些媒介（包括但不限於互聯網及流動電話）以電子方式（即電子服務）；(ii) 透過電話以口頭方式；及 (iii) 以書面方式。
- 8.2 在不損及本協議其他條款概括性並附加於該等其他條款之情況下，本人 / 吾等知悉及同意本第 8 條之規定將適用於貴公司認為合適而不時提供之任何電子服務。
- 8.3 本人 / 吾等知悉電子服務是依賴新的科技，包括電腦硬件及軟件和其他電子設備。然而所有設施及系統均有可能會暫時中斷或失靈，本人 / 吾等明白及願意承擔該等風險，而其後果可能使本人 / 吾等的買賣盤不能根據指示執行，甚或完全不獲執行。同時本人 / 吾等知悉及接受資料的傳送可能會有延誤，而本人 / 吾等的買賣盤未必能以互聯網或其他資訊供應商提供的報價系統所顯示的價位成交。
- 8.4 本人 / 吾等知悉 貴公司或會不時在 貴公司認為合適之情況下，聘用某些第三者（該等第三者可繼而聘用其他服務供應商或資訊供應商）提供設施以使本人 / 吾等可使用電子服務。本人 / 吾等亦知悉，在 貴公司聘用該等第三者所涉及之範圍內， 貴公司並沒安排參與任何創造技術、或創造及/或維持該第三者系統及/或網絡，而該等技術、系統或網絡乃在提供電子服務時所使用的。
- 8.5 本人 / 吾等同意，無論是否由於第 8.3 或第 8.4 分條所述之事宜，倘本人 / 吾等因使用或試圖使用任何電子服務而產生任何形式之損失， 貴公司或 貴公司之董事、行政人員、僱員或代理人均毋須就任何性質之損失或損害，包括但不限於因中斷使用（包括但不限於因電子服務之維護或系統提升所引致之中斷）、遺失或損毀數據或損失利潤所造成之損失或損害，向本人 / 吾等負責。本人 / 吾等知悉本人 / 吾等就此對系統供應商、資訊供應商及第三者的索償，或會受制於他們就其所承擔的責任而施加的限制。
- 8.6 本人 / 吾等同意本人 / 吾等為唯一獲授權使用本協議下任何電子服務之使用者，本人 / 吾等將對交易密碼之保密及使用承擔責任。本人 / 吾等知悉及同意，所有利用交易密碼透過電子服務發出之指示，均由本人 / 吾等獨自/共同負責。
- 8.7 本人 / 吾等知悉電子服務及 貴公司之網頁及當中之軟件，均為 貴公司及/或其代理人及/或第三者專有的，本人 / 吾等保證及承諾本人 / 吾等不會和不會嘗試干預、修改、破解編程、以反向編程破解或以其他方式更改、亦不會嘗試在未獲授權之情況下進入電子服務或 貴公司互聯網網站或當中之任何部份。倘本人 / 吾等在任何時間違反此保證和承諾或 貴公司於任何時間合理懷疑本人 / 吾等已違反上述保證和承諾時，本人 / 吾等同意 貴公司有權毋須通知本人 / 吾等，即時結束帳戶；本人 / 吾等亦知悉 貴公司可對本人 / 吾等採取法律行動。本人 / 吾等承諾在獲悉任何其他人士正作出本分條所載任何上述行動時，即時通知 貴公司。
- 8.8 在本人 / 吾等收到 貴公司口頭或書面（以電子或印文本方式）之確認前，貴公司不會被視作已收妥本人 / 吾等之指示又或已執行本人 / 吾等之指示。
- 8.9 本人 / 吾等進一步確認並同意，作為使用電子服務發出買賣指示之一項條件，倘發生下述事項，本人 / 吾等負有即時通知 貴公司之基本責任：(i) 本人 / 吾等已透過電子服務發出指示，但並無收到指示編號；(ii) 本人 / 吾等已透過電子服務發出指示，但並無收到有關指示或其已執行之準確確認（不論是以印文本，電子或口頭方式作出）；(iii) 本人 / 吾等收到一項本人 / 吾等並無發出指示之交易確認（不論是以印文本，電子或口頭方式作出）或任何類似衝突；(iv) 本人 / 吾等獲悉有未獲授權而使用本人 / 吾等之交易密碼之情況。
- 8.10 在任何情況下， 貴公司不須就本人 / 吾等因未有遵守上述第 8.9 分條之責任而承擔責任，且本人 / 吾等將就 貴公司及/或 貴公司代理人因上述事情而引致之任何性質之直接或間接損失或費用如數賠償 貴公司及/或 貴公司代理人。
- 8.11 本人 / 吾等知悉電子服務，由於無法預測之通訊阻塞問題及其他因素，不一定是一種可靠之通訊媒介，而該等不可靠因素並非 貴公司所能控制的。本人 / 吾等知悉，由於該等不可靠因素，在傳遞及接收指示及其他資訊時或會出現延誤，並因而可能導致在執行指示時會出現延誤及/或執行指示時之股價與發出指示時之股價出現差別。本人 / 吾等進一步確認及同意，任何通訊都有被誤解或存在錯誤之風險，本人 / 吾等將承擔一切有關之風險。
- 8.12 本人 / 吾等同意只根據本協議之條款使用任何 貴公司認為適合而不時提供之電子服務。

## 9. 證券之妥為保管

- 9.1 對於由 貴公司持有作妥為保管之任何證券， 貴公司可以酌情決定：
- (a) (如屬可註冊證券) 以本人 / 吾等之名義或以 貴公司之代名人義註冊；或
  - (b) 存放於 貴公司之往來銀行或提供文件穩妥保管設施之任何其他機構之指定帳戶內作穩妥保管。如屬香港之證券，該機構應為證監會認可之穩妥保管服務提供者。
- 9.2 倘證券未以本人 / 吾等之名義註冊， 貴公司於收到該等證券所產生之任何股息或其他利益時，須按本人 / 吾等與貴公司之協議記入本人 / 吾等之帳戶或支付予或轉帳予本人 / 吾等。倘該等證券屬於 貴公司代客戶持有較大數量

之同一證券之一部份，本人／吾等有權按本人／吾等之持股份額獲得該等證券所產生之利益中相同份額之利益。

9.3 除非 貴公司已獲本人／吾等書面認可，否則本人／吾等並無授權 貴公司：

- (a) 將本人／吾等之任何證券存放在銀行業機構，作為 貴公司所獲墊支或貸款之抵押品，或者存放中央結算，作為履行 貴公司在結算系統下之責任之抵押品；
- (b) 借貸本人／吾等之任何證券；或
- (c) 基於任何目的以其他方式放棄管有本人／吾等之任何證券（交由本人／吾等管有或按本人／吾等之指示放棄管有權除外）。

## 10. 代本人／吾等持有之現金

10.1 代本人／吾等持有之現金（此等現金不包括 貴公司就交易取得，而且須為交收而轉付或轉付予本人／吾等之現金）須依照適用法律不時之規定，存放於一家持牌銀行所開立之一個客戶信託帳戶內。

## 11. 留置權、抵銷權及帳戶之合併

11.1 貴公司對所有為本人／吾等之帳戶而持有之證券及所有 由貴公司代本人／吾等持有或管有之應收款項、金錢及其他財產享有以 貴公司為受益人之一般留置權，作為一項持續抵押以解除為本人／吾等買賣證券而引發本人／吾等對 貴公司之責任。

11.2 在附加於但並不損及任何 貴公司依法或藉本協議享有之一般留置權、抵銷權或類似權利之情況下， 貴公司有權及獲授權（為其本身或作為其代理人之代理人）隨時作出以下行動而毋須事先向本人／吾等作出通知（儘管帳戶已作出任何結算或其他何種事宜）：

- (a) 運用本人／吾等在 貴公司或其代理人之任何帳戶（不論是何種性質或是否個別或與他人共同持有）內於任何時間實益享有之任何貨幣結餘；及/或
- (b) 合併及/或綜合本人／吾等在 貴公司或其代理人之所有或任何帳戶，及抵銷或轉移任何在一個或以上之帳戶中結存之款項、證券或其他財產，以清償本人／吾等所有或任何對 貴公司或 貴公司代理人之債務（不論是實際的還是或有的），包括所有應付 貴公司或 貴公司代理人之佣金、費用、收費及開支。當 貴公司須作出任何付款以抵銷及清償本人／吾等欠付 貴公司代理人之任何債務時，只要該等代理人已向 貴公司提出付款要求， 貴公司可毋須過問有關債務是否實際存在。

11.3 本人／吾等同意所有為本人／吾等收取的，或由本人／吾等存放的，或為本人／吾等購買的或為本人／吾等持有的所有屬於本人／吾等之現金、證券或其他財產（「抵押資產」）將會以第一固定抵押形式作抵押，以作為本人／吾等支付或清償本人／吾等欠付 貴公司及/或 貴公司代理人之到期或未償還債務之持續抵押。作為實益擁有人，本人／吾等特此授權 貴公司或 貴公司代理人以 貴公司根據其絕對酌情權決定認為合適之價格及方式將抵押資產出售，並償還 貴公司及/或 貴公司代理人及清償本人／吾等欠付 貴公司及/或 貴公司代理人之欠債。 貴公司、貴公司之董事、行政人員、職員及代理人將不須對上述行動所引致之任何損失負責，除非該負債或損失是因 貴公司嚴重疏忽或蓄意失責所引致的，而本人／吾等亦不會就出售該等資產之方式和時間提出任何索償。當本人／吾等之債務全數支付及清償後， 貴公司可應本人／吾等之要求及在本人／吾等承擔有關費用之情況下，向本人／吾等發還全部或其餘（視情況而定） 貴公司在抵押資產之所有權利、所有權及權益。

11.4 在不損及 貴公司其他權利之情況下，當第 17.1 分條所指之違約事件發生後， 貴公司有權在不作出任何通知或要求之情況下，採取在第 11.2 及 第 11.3 及第 17.2 分條所列出的任何行動，並運用所得款項之淨額（在扣除所有已產生之收費、費用和開支後），以減低本人／吾等對 貴公司或 貴公司代理人之未履行之義務或仍未償還之欠債。

## 12. 代理人及披露

12.1 本人／吾等授權 貴公司聘用任何代理人以履行 貴公司在本協議下所有或部份之責任，及向該等代理人披露有關帳戶之資料。

12.2 貴公司可在任何監管機構之要求下（包括根據不時修訂、綜合或被替代之《海外帳戶稅收合規法案》而須向美國國稅局作出申報，或跟據其他適用於 貴公司的任何申報／扣繳機制所須履行的責任），披露關於本人／吾等或帳戶之資料及詳情予該等監管機構，以協助其進行任何調查或查詢。 貴公司可跟任何監管機構根據任何法律、法規及指令而發出的指示行事（包括但不限於從帳戶中扣繳任何款項）。本人／吾等同意 貴公司毋須因此等行為對本人／吾等承擔責任。

12.3 在並不損及本協議任何其他條款之情況下，倘本人／吾等為金融中介人，並為本人／吾等之客戶進行交易（包括為集合投資計劃、全權委託帳戶或全權委託信託進行交易），本人／吾等須在 貴公司（或監管機構，視情況而定）提出要求後兩個營業日內，對任何監管機構向 貴公司（或向本人／吾等，視情況而定）就任何交易所要求之資料，

提供予該監管機構所需之資料（包括但不限於下列人士之身份、地址、職業、聯絡詳情及其他身份詳情）：

- (a) 就本人 / 吾等所知有關所進行交易之帳戶所屬人士；
- (b) 該交易之最終受益人士；及
- (c) 任何發起該交易之第三者。

12.4 倘本人 / 吾等是為集合投資計劃、全權委託帳戶或全權委託信託進行交易，本人 / 吾等須於本人 / 吾等之投資酌情權以任何方式遭撤銷後之 24 小時內通知 貴公司，並按 貴公司之要求，在兩個營業日內通知有關監管機構有關該等曾就交易發出指示之人士之身份、地址、職業及聯絡詳情。

12.5 倘本人 / 吾等知悉本人 / 吾等之客戶乃以中介人身份代其本身客戶進行交易，但本人 / 吾等並不知悉有關交易所涉及之該等客戶之身份、地址、職業及聯絡詳情時，則本人 / 吾等確認如下：

- (a) 本人 / 吾等已跟本人 / 吾等之客戶作出安排，讓本人 / 吾等在提出要求後能即時從本人 / 吾等之客戶處取得上述第 12.3 分條之資料，或促使取得有關資料；及
- (b) 本人 / 吾等將按 貴公司就有關交易提出要求後，即行向發出交易指示之客戶提出要求其在兩個營業日內，提交上述第 12.3 分條之資料予監管機構。

12.6 本人 / 吾等確認，本人 / 吾等或本人 / 吾等之客戶均不受制於任何禁止本人 / 吾等履行第 12.3、第 12.4 及/或第 12.5 分條之任何法律；或倘本人 / 吾等或本人 / 吾等之客戶受該等法律規限，則本人 / 吾等或本人 / 吾等之客戶（視情況而定）已經放棄該等法律之利益，或已經以書面同意本人 / 吾等履行上述條款。

12.7 即使帳戶結束或本協議終止，上述第 12.3、第 12.4 及第 12.5 分條將仍持續有效。

### 13. 建議及市場數據

13.1 本人 / 吾等同意，本人 / 吾等將獨立地及在不依賴 貴公司之情況下，就每一項指示自行作出判斷及決定。本人 / 吾等將為帳戶內或為帳戶所進行之交易及本人 / 吾等之投資決定承擔全部責任。本人 / 吾等知悉及同意 貴公司毋須就任何 貴公司之行政人員、董事、職員及代理人所提供之任何資料或提議（不論該等提議是否應本人 / 吾等之要求而提供）負上責任。

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

13.3 本人 / 吾等亦知悉及同意，沒有任何一方保證市場數據或任何其他資訊之及時性、次序、準確性或完整性。無論是 貴公司、資訊供應商或任何傳播方均沒有對電子服務內所載之資訊（包括其質量及是否適用於某一用途、準確性或完整性）或該服務是否持續不斷或不含錯漏，作出任何聲明或保證。

13.4 倘任何數據、資訊或訊息有任何不準確、錯誤、延誤或遺漏；或因數據、資訊或訊息之傳遞或傳送出現上述問題；或因 貴公司或任何傳播方疏忽而導致該等數據、資訊或訊息傳送失敗或中斷；或發生不可抗力事件；又或發生 貴公司或任何資訊供應商或傳播方合理能力控制範圍以外之其他原因，而引致或導致任何損失或損害， 貴公司、資訊供應商或任何傳播方均不須以任何方式負責。

13.5 本人 / 吾等只會利用實時報價及市場數據作個人用途，而不會以任何理由向任何其他人士或機構提供該等數據。

### 14. 通訊

14.1 本人 / 吾等知悉 貴公司為本人 / 吾等提供三種接達帳戶及向 貴公司發出指示之途徑：(i) 透過某些媒介（包括但不限於互聯網及流動電話）以電子方式；(ii) 透過電話以口頭方式；及 (iii) 以書面方式。本人 / 吾等同意，倘本人 / 吾等在透過任何一種方法與 貴公司聯絡時出現任何問題，本人 / 吾等將嘗試使用另一方法與 貴公司聯絡，並通知 貴公司本人 / 吾等所遇到之困難。本人 / 吾等知悉，倘利用電話接達帳戶及發出指示，將可能須要支付額外費用。若本人 / 吾等以書面方式發出通知、通訊或指令，其中須附有本人 / 吾等（或本人 / 吾等所授權的人）的簽署，否則 貴公司可不受理。本人 / 吾等明白並同意，為了保障雙方， 貴公司可使用電子設備監察或錄下任何本人 / 吾等與其之電話對話。

14.2 在下列情況下， 貴公司發給本人 / 吾等之任何通知或通訊應被視為已經作出或發出：

- (a) 倘以信件方式發出，當以人手方式送遞本人 / 吾等之時，有關通知被視為已作出或發出；或當以預付郵資郵件方式寄至本人 / 吾等不時於 貴公司紀錄上登列之地址，則本地郵件將於寄出後兩天被視為已作出或發出，而外地郵件則於寄出後五天被視為已作出或發出；及
- (b) 倘以圖文傳真、電子郵件或其他電子途徑發出至本人 / 吾等不時通知 貴公司以作通訊之用之傳真號碼、電郵地址或任何其他號碼，有關通知將於 貴公司之傳訊紀錄已確認訊息成功向本人 / 吾等發出時被視為已作

出或發出。

- 14.3 當本人 / 吾等以傳真形式向 貴公司發出任何書面指示或其他書面通訊時，本人 / 吾等特此授權 貴公司及/或其代理人接受該等由本人 / 吾等發出之傳真訊息乃為本人 / 吾等之原有指示或通訊。倘 貴公司及/或其代理人因接受、依賴或執行該等指示或通訊而使 貴公司及/或 貴公司代理人招致或遭受任何損失、損害，利息、費用或任何開支，本人 / 吾等願意應要求全數賠償 貴公司及/或 貴公司代理人。
- 14.4 本人 / 吾等知悉並同意， 貴公司可透過電子途徑或設施，與本人 / 吾等通訊或向本人 / 吾等發出通知。
- 14.5 本人 / 吾等知悉並同意，所有由本人 / 吾等發予 貴公司、或由 貴公司發予本人 / 吾等之通知或通訊，所涉及之風險（包括傳送上的錯誤、遺漏、中斷、延誤、誤會或其他錯誤，及 貴公司有可能難以核實發出者的身份）均由本人 / 吾等承擔。本人 / 吾等所有發予 貴公司之通知或通訊均只有在 貴公司實際收妥後才生效。

## 15. 聯名帳戶

- 15.1 吾等同意倘帳戶為聯名帳戶，所有由吾等任何一方發出有關帳戶之指示及/或其他要求，均為有效及有約束力的。 貴公司毋須向吾等任何一方核證任何該等指示。
- 15.2 吾等亦同意倘帳戶為聯名帳戶，所有吾等在本協議下之義務均由吾等共同及個別地承擔。
- 15.3 除非按照本協議所規定之方式予以終止，否則吾等任何一方死亡不會導致本協議終止。 貴公司向吾等任何一方所發出之任何通知、付款或交付，均可作為 貴公司已全部或充分履行其在本協議下須作出之通知、付款或交付等義務。

## 16. 風險披露聲明

- 16.1 本人 / 吾等知悉及接受，證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
- 16.2 本人 / 吾等亦知悉及接受將證券交給 貴公司保管可能存在風險。例如，當 貴公司持有本人 / 吾等之證券而 貴公司無力償債時，本人 / 吾等取回證券之時間可能會受到嚴重阻延。本人 / 吾等願意承擔此等風險。
- 16.3 創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上上市。創業板股份可能非常波動及流通性很低。本人 / 吾等明白本人 / 吾等只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。現時有關創業板股份的資料只可在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。本人 / 吾等明白若本人 / 吾等對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。
- 16.4 本人 / 吾等知悉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》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。
- 16.5 本人 / 吾等知悉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持牌人或註冊人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方有效。此外，除非本人 / 吾等是專業投資者，本人 / 吾等的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若本人 / 吾等是專業投資者，則有關限制並不適用。

此外，假如本人 / 吾等的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向本人 / 吾等發出有關授權將被視為已續期的提示，而本人 / 吾等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，則本人 / 吾等的授權將會在沒有本人 / 吾等的書面同意下被視為已續期。

本人 / 吾等知悉現時並無任何法例規定本人 / 吾等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。

倘若本人 / 吾等簽署授權書，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本人 / 吾等的授權書而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，但上述持牌人或註冊人的違責行為可能會導致本人 / 吾等損失本身的證券或證券抵押品。

本人 / 吾等知悉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。假如本人 / 吾等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。

- 16.6 假如本人／吾等向持牌人或註冊人提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼本人／吾等須盡速親身收取所有關於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。
- 16.7 藉存放抵押品而為交易取得融資的虧損風險可能極大。本人／吾等所蒙受的虧蝕可能會超過本人／吾等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買賣指示，例如“止蝕”或“限價”指示無法執行。本人／吾等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。假如本人／吾等未能在指定的時間內支付所需的保證金款額或利息，本人／吾等的抵押品可能會在未經本人／吾等的同意下被出售，此外，還將要為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，本人／吾等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。
- 16.8 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。本人／吾等知悉在買賣該項試驗計劃的證券之前，應先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。本人／吾等知悉，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。
- 16.9 本人／吾等確認已詳閱本協議之中文/英文文本，並同意本協議之條款，而且該等條款已經以本人／吾等所選擇及明白之語言向本人／吾等解釋。
- 16.10 本人／吾等已獲取本協議之中文及英文文本，倘兩者之中有不符之處，將以英文文本為準。

## 17. 違約

- 17.1 倘出現以下任何一種違約情況，本人／吾等虧欠 貴公司或 貴公司代理人之所有款項連同利息，將在毋須任何通知或要求下即時清還：
- (a) 倘 貴公司認為本人／吾等已違反本協議內之任何主要條款，及或本人／吾等 在與或透過 貴公司或 貴公司代理人進行交易時出現違約；
  - (b) 本人／吾等未有遵守任何有關交易所或結算所之規則或規例；
  - (c) 已對本人／吾等向法院提出破產或清盤訴訟申請，又或已進行其他針對本人／吾等之相類似法律程序；
  - (d) 已對本人／吾等於 貴公司或 貴公司任何代理人之任何帳戶發出了扣押手令或命令或同等法令；
  - (e) 本人／吾等未能在限期前支付對 貴公司及/或 貴公司代理人之欠款；
- 17.2 當第 17.1 分條所述之任何一項違約情況發生時， 貴公司將擁有絕對酌情權，在毋須作出通知或要求及不損及 貴公司所享有之任何其他權利或補償情況下，即時：
- (a) 將 貴公司或 貴公司任何關聯公司所持有屬於本人／吾等之全部或部分現金、證券及/或財產，以 貴公司最終決定之方式及條款出售或變賣套現，並將所得之銷售淨額（已扣除有關之收費、開支及費用後）用以償還本人／吾等欠付 貴公司及/或 貴公司任何關聯公司之債務及欠款；
  - (b) 取消任何或所有代本人／吾等作出但尚未執行之指令或任何其他承諾；
  - (c) 透過購入證券以平補帳戶內之任何空倉，或透過沽出證券以平補帳戶內之任何長倉；
  - (d) 行使本協議賦予 貴公司之任何權利。
- 17.3 所有由 貴公司收到之任何款項將按以下次序分配，而任何有關餘款將支付予本人／吾等或按本人／吾等之指令處理：
- (a) 支付 貴公司就轉讓及出售本人／吾等之所有或任何證券或財產或因完成該等證券或財產之業權而適當地產生之一切費用、收費、法律費用及開支，包括但不限於印花稅、稅款、佣金及經紀佣金；
  - (b) 償付當時所有本人／吾等到期應付或拖欠 貴公司或 貴公司任何關聯公司之合計未償還款項之累計利息；及
  - (c) 償付所有本人／吾等到期應付或拖欠 貴公司或 貴公司任何關聯公司之款項及債項。

## 18. 帳戶結束

- 18.1 貴公司同意，只要本人／吾等已清償對 貴公司之任何債務，本人／吾等可隨時以書面通知 貴公司結束帳戶。

- 18.2 本人 / 吾等同意 貴公司亦可絕對酌情決定隨時在不須給予任何理由之情況下結束帳戶。
- 18.3 帳戶之結束並不會影響任何已作出但尚未履行之指令及在帳戶結束日期之前任何一方已產生之權利和責任。
- 18.4 本協議所載之任何承諾或彌償保證，在帳戶結束後仍將存續。

## 19. 責任及彌償

- 19.1 本人 / 吾等同意， 貴公司及 貴公司董事、行政人員、職員及代理人，均毋須為任何延遲或未能履行 貴公司在本協議下之義務，或於 貴公司及 貴公司董事、行政人員、職員及代理人無法控制之任何情況下，包括但不限於政府限制、交易所或市場裁決、暫停交易、電子或機械設備故障，或通訊線路、電話或其他接駁設備出現問題、未經許可之接達、盜竊、戰爭（不管已宣戰與否）、惡劣天氣、地震及罷工所直接或間接造成之損失承擔責任。
- 19.2 倘因 貴公司或 貴公司任何董事、行政人員、職員及代理人作出之任何事實或判斷錯誤，作出或不作出任何行動、遺漏或失責、或由此引起之後果而造成任何損失、損害或訴訟費用， 貴公司及 貴公司董事、行政人員、職員及代理人或任何資訊供應商均不須對本人 / 吾等負責，除非這等損失、損害或費用是因嚴重疏忽或蓄意失責而直接引致的。
- 19.3 本人 / 吾等亦同意， 貴公司及 貴公司董事、行政人員、職員及代理人及資訊供應商將不須對任何間接損失、其他從屬損失或其他經濟損失（包括但不限於利潤損失、交易損失或特別損失）負責，不管該等損失是因疏忽、違約或其他因素（包括但不限於使用電子服務之不便、延誤或不能使用）引致的，即使 貴公司事前已獲勸告有可能出現此類損失或損害。
- 19.4 本人 / 吾等同意，倘 貴公司直接或間接地因任何指示或本人 / 吾等違反本協議中之任何責任，而引致任何損失、費用、賠償、責任或開支，本人 / 吾等將向 貴公司及 貴公司董事、行政人員、職員及代理人作出彌償，包括彌償因結束帳戶或追討拖欠 貴公司及/或 貴公司代理人之任何債務而引致之任何合理費用。
- 19.5 即使帳戶結束及本協議終止後，上述條款將仍持續有效。

## 20. 轉讓及繼承人

- 20.1 貴公司可以在沒有對本人 / 吾等作出通知之情況下，把其在本協議下之所有或部份權利及/責任轉讓予任何代理人，又或可以在事先予以書面通知本人 / 吾等之情況下，將該等權利及/或責任轉讓予任何其他人士。但本人 / 吾等在未取得 貴公司書面同意之前，則不得把本人 / 吾等在本協議下之任何權利及/或責任轉讓予他人。
- 20.2 本人 / 吾等同意，本協議及當中之所有條款對本人 / 吾等之繼承人、遺囑執行人、遺產管理人、遺產代理人及受讓人均具有約束力，本協議之利益亦對 貴公司、 貴公司繼承人及受讓人生效。

## 21. 賠償

- 21.1 倘 貴公司沒有依照本協議之規定履行對本人 / 吾等之責任，本人 / 吾等有權向根據《證券及期貨條例》成立之賠償基金索償，惟須受賠償基金不時之條款制約。

## 22. 客戶個人資料政策

- 22.1 本人 / 吾等已知悉 貴公司關於客戶個人資料的政策並同意當中的條款。

## 23. 修訂及變動

- 23.1 貴公司保留單方面修改、修訂或改動本協議條款之權利，在 貴公司向本人 / 吾等發出有關該等變動之書面通知時，該等變動將會即時對本人 / 吾等具有約束力。除非出現本協議容許之指定情況，以及除非 貴公司獲授權行政人員書面簽署同意，否則本協議之任何條款均不得、也不可被視作放棄執行、修改、改動或修訂。
- 23.2 倘 貴公司之業務出現重大變動，並且可能影響到 貴公司為本人 / 吾等所提供之服務， 貴公司將會通知本人 / 吾等。

## 24. 標題

- 24.1 本協議內每一條款之標題，只具有敘述作用，不應被視作為修改或限制該等條款內所列之任何權利或責任。

## 25. 全部協議

- 25.1 本協議連同所有本人 / 吾等與 貴公司達成與帳戶有關之其他書面協議，以及送交本人 / 吾等之結單及確認文件內

所列之條款，構成了本人 / 吾等與 貴公司之間對本協議主題事宜之全部協議。

**26. 權利之放棄**

26.1 任何一方根據本協議之條款所享有之權利、補償、權力和特權，乃屬積累性而不會排除法律所賦予該方之任何權利或補償。任何一方於本協議下給予之時間、寬容或寬限，不會導致該方放棄其在本協議下之任何權利。任何一方單一或部份行使任何本協議下之權利，不會阻止該方另行行使或進一步行使該等權利。

**27. 可分割性**

27.1 倘本協議之任何條款在任何司法管轄區之法例下被裁定為非法、不成立、無效或不能執行，本協議內其他條款在該司法管轄區內之合法性、有效性及可執行性將不受影響，而本協議整體在其他司法管轄區內之合法性、有效性及可執行性亦不受影響。

**28. 司法管轄權**

28.1 本協議受中華人民共和國香港特別行政區之法律所管轄，並可按該法律執行。本人 / 吾等不可撤銷地同意接受香港特別行政區法院之非專有司法管轄權制約。

日期：

由〔客戶名稱/姓名〕 )  
)  
)  
在下述見證人面前簽署 )

\_\_\_\_\_  
獲授權簽名/公司印章

[見證人姓名、地址及職業]

姓名：  
地址：  
職業：

\_\_\_\_\_  
見證人簽名

經由 )  
**協聯證券有限公司** )  
確認及接受 )

\_\_\_\_\_  
獲授權簽名/公司印章



# 聲 明

## (1) 協聯證券有限公司持牌代表的聲明

本人 \_\_\_\_\_ CE no. \_\_\_\_\_ 為協聯證券有限公司持牌代表，謹此聲明，已邀請客戶 \_\_\_\_\_ 閱讀證券交易保證金客戶協議中的第 8.3、8.5、8.11、14.5 及 16.1 至 16.8 分條的風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)，並確認已按照客戶所選擇的語言(英文或中文)提供該等風險披露聲明。

\_\_\_\_\_  
持牌代表簽署  
日期：

## (2) 客戶聲明

本人 / 吾等謹此聲明協聯證券有限公司持牌代表 \_\_\_\_\_ CE no. \_\_\_\_\_ 已邀請本人 / 吾等閱讀證券交易保證金客戶協議中的第 8.3、8.5、8.11、14.5 及 16.1 至 16.8 分條的風險披露聲明、提出問題及徵求獨立的意見(如本人 / 吾等有此意願)，並已提供按照本人 / 吾等所選擇的語言(英文或中文)所篇寫的該等風險披露聲明。

\_\_\_\_\_  
客戶簽署  
日期：

## 風險披露聲明

### 在香港交易及結算行有限公司（「香港交易所」）買賣的衍生產品

#### **交易所買賣基金**

- 交易所買賣基金（Exchange Traded Fund, 以下簡稱“ETF”）是獲證監會認可而在交易所買賣的基金，主要設計為模擬或反映某些指數或資產組別（如股票、債券或商品）的表現為主要投資目標。ETF 可以使用不同模擬策略達至目標，但其表現可能與相關指數不一致而可能會出現模擬誤差，模擬誤差可能由多種因素引致，例如模擬策略失效、收費及支出的影響、ETF 的基準或交易貨幣與其相關投資的貨幣之不同而引起的匯兌差異或相關資產的企業活動，包括供股，派發紅股等。此外，投資者亦要承受相關指數 / 資產因經濟、政治、貨幣、法律及其他風險因素而引致的損失。
- 由於 ETF 的價格由市場供求而定，其價格可能會高於或低於其所持投資的資產淨值。如 ETF 所追蹤的參考指數或市場限制投資者參與，則可能無法自由及有效地增設或贖回基金單位。此供求失衡情況可導致買賣這類 ETF 時的溢價或折讓較沒有此等限制的 ETF 為高。投資者若以溢價買入 ETF，可能會損失部份甚至全部溢價。
- 若 ETF 所持的投資並非以港幣計價，投資者需承受匯率變動而引起的風險。
- 由於合成 ETF 通常投資於場外交易市場的衍生工具以跟蹤市場的表現，所以要承受衍生工具發行商而引起的交易對手風險。投資者會因發行商違責而蒙受損失，虧損可能高達衍生工具的全部價值。此外，由於這些衍生工具的發行商絕大多數是大型國際金融機構，ETF 或須承擔所涉及發行商的集中風險及連鎖風險。部份合成 ETF 可能會投資於多家衍生工具發行商的产品以分散交易對手的風險，但交易對手愈多，出現交易對手風險的機會率亦會愈高。假設一間主要衍生工具發行商或交易對手倒閉，即可能會對 ETF 的其他交易對手造成連鎖效應，因此，ETF 最終要承擔的虧損，或會遠高於預期中一家交易對手違責時要承擔的虧損。
- 某些合成 ETF 只會向一家或少數交易對手買入衍生工具並要求對方提供抵押品，以減低所承擔的風險。即使在這情況下，投資者仍要承擔 ETF 所買入的衍生工具中，沒有抵押品擔保的部分的交易對手風險。此外，若 ETF 行使對抵押品的權利時其市值急速下跌，抵押品的市值可以大幅低於原先提供的擔保價值，ETF 便可能會蒙受重大損失。
- 即使在香港交易所上市，但這並不保證 ETF 必有流通市場。此外，如 ETF 持有結構性票據及其他衍生工具，而這些工具的二手市場並不活躍，其價格的透明度亦難以評估，牽涉的流通風險會更高並導致較大的買賣差價。這些衍生工具的價格也較容易波動，波幅也較高，要提早解除這些工具的合約就比較困難，成本也較高。

#### **衍生產品**

- 非抵押衍生產品並沒有資產擔保，若發行商破產，投資者可能會損失部份甚至所有投資，投資者須詳閱銷售文件以確定是否非抵押產品。
- 衍生產品如衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變，甚至可能會跌至零而令投資本金全數虧損。
- 衍生產品如衍生權證設有到期日，之後可能變得沒有價值。衍生產品通常於到期日前數天停止買賣，所以投資者須留意產品的到期時間及最後交易時間，確保所選產品尚餘的有效期能配合投資策略。
- 衍生產品的價格由市場供求而定，故實際成交價可以高過亦可以低於理論價格。若衍生產品的相關資產以外幣為單位，投資者需承受匯率變化而引起的價格波動。
- 香港交易所規定所有衍生產品發行商要為所發行的產品委任一名流通量提供者，為產品提供兩邊開盤價以方便買

賣。若有流通量提供者違責或停止履行職責而該產品的流通量不足，投資者可能不能買入 / 賣出該產品，直至發行商委任新的流通量提供者為止。

6. 衍生權證的時間值會因到期日漸近而遞減至最後跌至零，投資者要考慮其是否適宜作為長線投資工具。衍生權證的價格亦會受其相關資產價格變化的影響而升降。
7. 若投資者買賣牛熊證，須留意其可以即日強制收回的特色。若牛熊證的相關資產值觸及上市文件所述的強制收回價 / 水平，牛熊證即停止買賣，投資者只能收回發行商根據上市文件計算出來的剩餘價值，而剩餘價值可能是零，投資者要留意此點。若牛熊證已被回收，即使相關資產的價格其後回升，投資者亦不能從中得益。
8. 牛熊證的發行價已包括融資成本，融資成本會因到期日漸近而逐漸消耗。牛熊證的年期愈長，總融資成本愈高。若牛熊證於到期日前被強制收回，投資者即損失由回收日至到期日這段時間尚未消耗的融資成本。計算融資成本的方程式列載於上市文件之中。
9. 衍生產品附以期權以買或賣相關資產，其風險較高，可導致相當大的損失。投資者買賣衍生產品前，應對期權市場有所認識或有相關工作或投資經驗。投資者亦應考慮衍生產品是否適合其財政狀況及投資目標。

### **一般風險披露**

1. 倘若衍生產品發行商破產或未能履行任何其應負的責任，投資者作為無抵押債權人，對發行商所持的任何資產均無優先索償權，因此，投資者應留意發行商的財力及信用狀況。
2. 衍生產品的市價同樣會受多種風險因素影響，例如本地及國際市場的波動、投資者情緒、當時及預期的經濟環境、利率、匯率的變動及其他因素。
3. 此風險披露聲明書並未能盡列所有投資於衍生工具的風險，投資者亦明白買賣該等投資產品之前須自行搜集資料及研究買賣這些產品的風險及衡量本身的風險承受能力。
4. 投資者若對本風險披露聲明書的任何方面或對買賣衍生產品的性質及風險有不明白之處，應尋求獨立專業意見。
5. 根據證監會的規定，若本行未能確定客戶已明白衍生投資產品的性質及風險，或對該等產品有所認識，本行不可以為客戶執行這些產品的買賣指令。

本人確認已詳閱及明白本風險披露聲明書的內容（如客戶不會進行 ETF 及衍生產品的交易，則不須簽署此聲明）。

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客戶簽署

日期：

## 協聯證券有限公司

### 客戶個人資料政策

<<個人資料(私隱)條例>>經已實施，個人資料的收集、使用、保留、保密及其他相關事宜，皆受該條例所監管。本公司謹此向 貴戶說明我們對保障個人資料的政策及實務：

- (一) 客戶於本公司開設及運用戶口進行證券交易，需不時向我們提供其個人資料，若沒有足夠的個人資料，我們可能沒法為客戶開設或延續戶口。
- (二) 我們須要的個人資料的種類，包括：
  - (i) 能確定客戶身份的資料，如姓名、身份証號碼及身份証副本；
  - (ii) 能與客戶聯絡的資料，如電話號碼、地址；
  - (iii) 關於客戶背景的一般資料，如婚姻狀況、職業；
  - (iv) 與我們提供的服務有直接關係的資料，如來往銀行戶口號碼、簽名式樣；及
  - (v) 其他我們認為日常運作所須的資料。
- (三) 我們可能會將客戶的個人資料用於以下用途：
  - (i) 執行客戶的指示，提供日常服務及其他相關的正常運作；
  - (ii) 作信用檢查；
  - (iii) 若客戶拖欠本公司款項，其資料可用於向客戶（及為客戶提供擔保的人士）追收欠款；
  - (iv) 須為遵守法例而向任何監管機構（香港或海外）披露資料（包括向相關稅務機構披露客戶的個人資料及戶口的交易資料）；及
  - (v) 其他與上述（i）至（iv）有關的用途。
- (四) 本公司會採取切實可行的步驟，以確保客戶的個人資料保密，惟我們於執行上述 第（三）段所列的運作時，可能需要將資料提供予下列機構或人士：
  - (i) 任何代理人，承包商、或向本公司提供服務（如行政、法律、資訊、電腦、付款、款項追討、證券結算、核數及其他與本公司日常運作方面有關的服務）的服務供應商，而我們會確保該等服務供應商有責任將資料妥為保障；
  - (ii) 有關政府部門及監管機構；及
  - (iii) 任何對本公司有保密責任的人士或機構（包括本公司的同系附屬公司）。
- (五) 該條例訂明，任何人士（或其代表）：
  - (i) 可要求本公司告知他是否持有他的個人資料，並可要求索取該等資料的複本，而本公司有權徵收合理的費用；
  - (ii) 如客戶根據（五）(i) 查閱資料後，認為所記錄的資料不準確，可要求本公司作出改正。
- (六) 客戶如欲查閱或改正其個人資料，可聯絡本公司的資料保護主任（電話：2832 0181）或寄：

協聯證券有限公司  
香港灣仔告士打道 77-79 號  
富通大廈 18 樓

# SECURITIES TRADING MARGIN CLIENT AGREEMENT

## To : Corporate Brokers Limited

18/F., Fortis Tower  
77-79 Gloucester Road  
Wanchai  
Hong Kong

(a participant of SEHK, and a licensed corporation (CE no. registered with the SFC: AAC806) under the SFO to carry on business in dealing in securities)

I/We \_\_\_\_\_ (full name) of \_\_\_\_\_ (full address)  
request the Company to operate an Account for me/us on the following terms and conditions:

### 1. Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings:

“Access Codes”	means together all necessary personal identification numbers, codes and passwords used to gain access to any of the Electronic Services;
“Account”	means the Margin Securities trading account opened and maintained by the Company pursuant to this Agreement on my/our behalf;
“Account Opening Information Form”	means the information form which I/we completed for opening the Account;
“Affiliate”	means any subsidiary or holding company of the Company, any subsidiary of any such holding company, and any company in which the Company or any such holding company directly or indirectly have control;
“Agents”	means any Affiliate and/or any agents, associates, information service providers, providers of other financial products or providers of execution, custodian or other facilities appointed by the Company;
“Company”	means Corporate Brokers Limited;
“Electronic Services”	means any services which the Company may provide from time to time enabling me/us to operate the Account and to give electronic Instructions to purchase, sell and otherwise deal with Securities and information services (which may contain SEHK data disseminated by the Company);
“Financial Accommodation”	has the meaning ascribed thereto by schedule 1 of the SFO;
“HKSCC”	means The Hong Kong Securities Clearing Company Limited;
“Information Provider”	means any third party which provides information including any stock, futures or commodities exchange or information vendor whose information is contained in the Electronic Services;
“Instruction”	means any Instruction given by me/us for the operation of the Account including the buying or selling of or otherwise dealing in any Securities, and withdrawal of money from my/our Account;
“Margin”	means any deposits, collateral and margin (including but not limited to initial margin and additional margin) being an amount that is equal to the applicable percentage (as determined by the Company at its sole discretion and notified to me/us from time to time) of the current market value of the Securities held or purchased by the Company on my/our behalf;
“Regulator”	means any relevant exchanges, securities regulators (including but not limited to the SEHK and SFC), government agencies, tax authorities and/or public body (in Hong Kong or overseas);
“SEHK”	means The Stock Exchange of Hong Kong Limited;
“SFC”	means the Securities and Futures Commission;
“Securities”	has the meaning ascribed thereto by schedule 1 of the SFO;
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder, as amended, consolidated or substituted from time to time;
“Transaction”	means an executed Instructions.

1.2 In this Agreement, words importing the singular include the plural and vice versa and words importing the gender include any other gender.

## **2. The Account**

- 2.1 I/We confirm that the information provided in the Account Opening Information Form is true, complete and accurate. I/We will forthwith inform the Company of any changes to that information. The Company is authorized to conduct credit enquiries on me/us to verify the information provided.
- 2.2 I/We confirm that I am/we are the person(s) ultimately responsible for originating the Instruction in relation to and the ultimate beneficial owner of each Transaction in the Account (except where such other person or entity has been disclosed to the Company in the Account Opening Information Form or other notices to the Company).
- 2.3 Subject to clauses 12 and 22 below, the Company will keep information relating to my/our Account confidential, but may provide any such information to the relevant Regulator to comply with their requirements or requests for information and to any other persons forthwith upon request to any court orders or statutory provisions.

## **3. Laws and Rules**

- 3.1 All Transactions shall be effected in accordance with all laws, rules and regulatory directions applying to the Company. This includes the rules of the SEHK and of the HKSCC. All actions taken by the Company in accordance with such laws, rules and directions shall be binding on me/us.

## **4. Orders and Transactions**

- 4.1 The Company will act as my/our agent in effecting Transactions unless it indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal.
- 4.2 I/We shall from time to time instruct the sale and/or purchase of Securities on my/our behalf, either verbally, in writing or through any of the Electronic Services. Upon receipt of such Instructions, the Company shall insofar as it considers to be reasonably practicable sell and/or purchase Securities in accordance with those Instructions, provided always that the Company shall have an absolute discretion to accept or reject purchase Instructions, in particular, but not limited to, in the event that I/we have insufficient Margin in the Account to meet the minimum Margin requirements set by the Company, as amended from time to time. I/We further acknowledge that the Company may at any time require me/us to deposit sufficient cleared funds and/or Securities acceptable to the Company as additional Margin in the Account before carrying out any Transactions in respect of any Security on my/our behalf.
- 4.3 The Company is not required to execute uncovered short selling for me/us. Where I/we are engaged in covered short selling, I/we will inform the Company at the time I/we place the sale order and ensure due settlement of my/our short sale trades. I/We will have to ensure and procure that in respect of short selling orders by me/us or on my/our behalf, all my/our duties and obligations under any relevant provision of the SFO and any other regulatory requirements, governmental or otherwise, are duly performed and discharged.
- 4.4 The Company may, without prior reference to me/us, combine for execution my/our Instructions to purchase and/or sell Securities with Instructions received from other clients. I/We acknowledge that this may result in a more favourable or less favourable price being obtained for me/us than executing my/our Instructions separately. Where there are insufficient Securities to satisfy orders so combined, the Transactions will be allocated between the clients with due regard to market requirements, applicable regulations and fairness to clients. I/We acknowledge and agree that the Company and/or its Agents may at any time prioritise Instructions for best execution pricing.
- 4.5 I/We understand that by reason of physical restraints and rapid changes of Securities prices, the Company may not always be able to execute my/our Instructions in full or at the prices quoted "at best" or "at market" or at any other specific time and I/we agree to be bound by such execution.
- 4.6 I/We acknowledge and agree all Instructions shall be irrevocable once communicated and that it will not usually be possible to cancel or change an Instruction, whether verbally, in writing or electronically, after it has been given, unless otherwise agreed by the Company. In case of full or partial execution of my/our cancelled Instructions, I/we agree to accept full responsibility for and to make full settlement of Transactions.
- 4.7 I/We agree that the Company shall not be held responsible for any delays or failures in the transmission, receipt or execution of Instructions due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the control or anticipation of the Company.
- 4.8 The Company shall use its best endeavours to provide me/us as a matter of record, either electronically or by hard copy, with confirmation of each Transaction it has effected on the Account. Transactions shall be binding on me/us unless I/we object thereto in writing within three days after my/our deemed receipt of the relevant confirmation. In all cases, the Company reserves the right to determine the validity of my/our objection to a Transaction.
- 4.9 The Company shall use best endeavours to provide me/us, either electronically or by hard copy, with monthly Account statement (in such form as the Company shall determine) containing a list of my/our Securities held in the name of the Company or its Agents or nominees and details of all Transactions effected on the Account since the date of the preceding Account statement or, if there is no preceding Account statement, since the date the Account was opened. The information contained in each Account statement shall be binding on me/us unless I/we object thereto in writing within five days after my/our deemed receipt of the Account statement. In all cases the Company reserves the right to determine the validity of my/our objection to information contained in the Account statement.
- 4.10 The Company shall not be liable to me/us in respect of any loss suffered by me/us which could or might reasonably have been avoided but for my/our failure to notify the Company as required under sub-clause 4.8 and/or 4.9 above. In spite of my/our confirmation of any transactions and/or statements of account, in all cases the Company reserves the right to amend

any errors of the confirmations and statements of account when such errors are discovered subsequently.

- 4.11 If I/we reside or give Instructions outside Hong Kong, I/we agree to ensure and represent that such Instructions will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our Instructions are given, and that when in doubt, shall consult or obtain legal advice on the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable. I/We further agree to indemnify the Company on demand for any claims, demands, actions, costs and expenses the Company may suffer or incur in connection with or arising from my/our residing outside Hong Kong or giving of any such Instruction outside Hong Kong.

## 5. Margin and Funding

- 5.1 I/We agree to maintain such Margin and shall on demand pay such additional Margin by means of cash, securities or in such form and/or amounts and within such time as determined by the Company to be payable by me/us or by the Company on my/our behalf in respect of such Margin or any other payment in connection with any transaction in Securities entered into on my/our behalf under the terms of this Agreement.
- 5.2 I/We understand that the time for payment of any Margin is of the essence and if no other time is stipulated by the Company when making a demand then I am / we are required to comply with such demand before 4:00 p.m. on the next business day (or such earlier time if required by the Company to do so). I/We also agree to pay immediately in full and on demand any amount owing with respect to any of the Company's accounts. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as the Company may determine at its sole discretion.
- 5.3 I/We acknowledge that the Company shall be entitled to revise Margin requirements from time to time at its absolute discretion. I/We shall be granted Financial Accommodation of up to such percentage (as determined by the Company at its sole discretion from time to time) of the market value of the collateral maintained with the Company subject to the maximum aggregate principal amount as determined by the Company and notified to me/us from time to time. The revised Margin requirements, once established, shall apply to existing positions as well as to the new positions in the contracts affected by such revision.
- 5.4 If I/we fail to meet Margin calls made by the Company by the time prescribed by the Company or any other accounts payable hereunder, the Company shall be entitled (without prejudice to other rights) to close the Account(s) without notice to me/us and to dispose of any or all Securities held for or on my/our behalf and to apply the proceeds and any cash deposit(s) to settle all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to me/us.
- 5.5 Nothing In this Agreement shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which the Company may have in respect of any money held in any bank account pursuant to sub-clause 10.1 or in respect of any money received or paid into such bank account.
- 5.6 For the avoidance of doubt, if a debit balance arises on any of my/our Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any Financial Accommodation. In particular, but without limitation, the fact that the Company permit a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of the Company to advance monies or incur any obligation on my/our behalf on any subsequent occasion, but without prejudice to my/our obligations in respect of any debit balance which the Company do permit to arise.

## 6. Settlement

- 6.1 Unless otherwise agreed, in respect of each Transaction, unless the Company is already holding cash or Securities on my/our behalf to settle the Transaction, I/we will
- (a) pay the Company cleared funds or deliver to the Company Securities in deliverable form; or
  - (b) otherwise ensure that the Company has received such funds or Securities
- by such time as the Company have notified me/us in relation to that Transaction. If I/we fail to do so, the Company may, at any time without further notice to me/us,
- (i) in the case of a purchase Transaction, sell the purchased Securities; and
  - (ii) in the case of a sale Transaction, borrow and/or purchase Securities in order to settle the Transaction.
- 6.2 I/We will be responsible to the Company for any losses and expenses resulting from my/our settlement failures.
- 6.3 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company has to purchase Securities to settle the Transaction, I/we shall not be responsible to the Company for the costs of such purchase.
- 6.4 I/We may give you Instruction to withdraw money from my/our Account or transfer money from the Account to any account(s) I/we maintain with any authorized institutions (as defined in the Banking Ordinance) and any of your Affiliates (if applicable) using any one of the communication methods as specified in sub-clause 14.1. Unless otherwise be authorized by me/us in writing, the Company shall not pay money from my/our Account to any other person.

## **7. Commission, Charges and Interest**

- 7.1 On all Transactions, I/we will pay the Company all commissions and charges, as notified to me/us, as well as applicable levies imposed by the SEHK, and all applicable stamp duties, withholding tax charged by overseas tax authorities and/or other charges in respect of the Account and Transactions. The Company may deduct such commissions, charges, levies, stamp duties and tax from the Account.
- 7.2 I/We agree to pay interest on all balances (including interest arising after a judgement debt is obtained against me/us owing to the Company) at such rates and on such other terms as the Company has notified me/us from time to time.
- 7.3 I/We confirm that I/we have received a schedule specifying the chargeable rates of all such fees and charges as mentioned in 7.1 and 7.2 above. I/We also understand that the rates may be revised from time to time and the Company will notify me/us of any major changes in due course.

## **8. Electronic Services and Related Risk Disclosure**

- 8.1 I/We acknowledge that the Company offers me/us three ways of accessing the Account: (i) electronically through certain medium (including without limitation the internet and mobile telephone) as from time to time made available by the Company (i.e. Electronic Services); (ii) verbally by telephone; and (iii) in writing.
- 8.2 Without prejudice to the generality of and in addition to the other provisions in this Agreement, I/we acknowledge and agree that the provisions in this clause 8 shall apply to any Electronic Services which the Company may provide from time to time as it considers appropriate.
- 8.3 I/We acknowledge that the Electronic Services are reliant on new technology, computer software and hardware, and other machinery. As with all facilities and systems, they are vulnerable to temporary disruption or failure. As a consequence, I/we understand and accept that I/we 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 my/our order is either not executed according to my/our Instructions or is not executed at all. I/We also acknowledge and accept that there may be time lag in data transmission and that my/our orders may not necessarily be executed at the price indicated on the Internet or any other types of stock price quotation system.
- 8.4 I/We acknowledge that the Company may engage certain third parties (which may in turn engage other service providers or Information Providers), from time to time as the Company considers appropriate, for the provision of facilities to enable me/us to use the Electronic Services. I/We further acknowledge that to the extent that the Company engage such third parties, the Company has not placed any involvement in the creation of technology or in the creation and/or maintenance of the third party systems and/or networks used in the provision of the Electronic Services.
- 8.5 I/We agree that, whether as a consequence of the matters referred to at sub-clauses 8.3 and 8.4 or not, in the event that there shall be any form of loss accruing to me/us resulting from the use or attempted use of any of the Electronic Services, neither the Company nor its directors, officers, servants or Agents shall be liable to me/us in any respect for any losses or damages of whatever nature including, without limitation, those losses or damages resulting from interruption of use (including, without limitation, any interruption due to the maintenance or upgrade of any Electronic Service), loss or corruption of data or loss of profits. I/We also acknowledge that my/our ability to recover certain losses from other parties such as the system providers and Information Provider may be subject to limits on liability imposed by such parties.
- 8.6 I/We agree that I/we shall be the only authorized user(s) of any Electronic Services under this Agreement. I/We shall be responsible for the confidentiality and use of the Access Codes. I/We acknowledge and agree that I/we shall be solely/jointly responsible for all Instructions entered through the Electronic Services using the Access Codes.
- 8.7 I/We acknowledge that the Electronic Services and the Web site of the Company, and the software comprised in them, are proprietary to the Company and/or its Agents and/or third parties. I/We warrant and undertake that I/We shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or the Web site of the Company or any of the software comprised in them. I/We agree that the Company shall be entitled to close the Account immediately without notice to me/us, and I/we acknowledge that the Company may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if the Company at any time reasonably suspects that I/we have breached the same. I/We undertake to notify the Company immediately if I/we become aware that any of the actions described above in this sub-clause is being perpetrated by any other person.
- 8.8 The Company will not be deemed to have received my/our Instructions or have executed my/our Instructions until I/we are in receipt of the Company's verbal or written confirmation thereof, either electronically or by hard copy.
- 8.9 I/We further acknowledge and agree that, as a condition of using any of the Electronic Services to give Instructions, I/we are primarily responsible to immediately notify the Company upon occurrence if : (i) an Instruction has been placed through the Electronic Services and I/we have not received an Instruction number; (ii) an Instruction has been placed through the Electronic Services and I/we have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (iii) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which I/we did not instruct or any similar conflict; or (iv) I/we become aware of any unauthorized use of my/our Access Codes.
- 8.10 In any event, the Company shall not be liable for my/our failure in observing the aforesaid obligations in sub-clause 8.9 and I/we shall fully indemnify the Company and/or its Agents in respect of any direct or indirect loss or cost of whatsoever nature that the Company and/or Agents may suffer or incur as a result thereof.
- 8.11 I/We acknowledge that the Electronic Services, due to unpredictable traffic congestion and other reasons, may not be a



reliable medium of communication and that such unreliability is beyond the control of the Company. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us.

- 8.12 I/We agree to use any Electronic Services, which the Company may from time to time provide as it considers appropriate, only in accordance with the terms of this Agreement.

## **9. Safekeeping of Securities**

- 9.1 Any Securities which are held by the Company for safekeeping may, at the Company's discretion,
- (a) (in the case of registrable Securities) be registered in my/our name or in the name of the Company's nominee; or
  - (b) be deposited in safe custody in a designated account with the Company's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of Securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.
- 9.2 Where Securities are not registered in my/our name(s), any dividends or other benefits arising in respect of such Securities shall, when received by the Company, be credited to my/our Account or paid or transferred to me/us, as agreed with the Company. Where the Securities form part of a larger holding of identical Securities held for the Company's clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the share holding.
- 9.3 Unless the Company have obtained my/our written consent, it does not have my/our written authority to :
- (a) deposit any of my/our Securities with a banking institution as collateral for an advance or loan made to the Company, or with HKSCC as collateral for the discharge of the Company's obligations under the clearing system;
  - (b) borrow or lend any of my/our Securities; or
  - (c) otherwise part with possession (except to me/us or on my/our Instructions) of any of my/our Securities for any purpose.

## **10. Cash held for me/us**

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

## **11. Lien, Set-off and Combination of Accounts**

- 11.1 All Securities held for my/our Account and all receivables, monies and other property held by or in possession of the Company for me/us shall be subject to a general lien in the Company's favour as a continuing security, for the discharge of my/our obligations to the Company arising in respect of dealing in Securities for me/us.
- 11.2 In addition to and without prejudice to any general lien, rights of set-off or similar right to which the Company may be entitled by law or under this Agreement, the Company shall be entitled and authorized to, for itself or as agent for its Agents, at any time and without prior notice to me/us, notwithstanding any settlement of accounts or other matter whatsoever:
- (a) apply any credit balance in any currency to which I am/we are at any time beneficially entitled on any account with the Company or any of its Agents (of whatever nature and whether individually or jointly with others); and/or
  - (b) combine and/or consolidate all or any of my accounts with the Company and any of its Agents and set off, or transfer any money, Securities or other property standing to the credit of any one or more of accounts in or towards the satisfaction of any of my/our liabilities to the Company or its Agents (whether actual or contingent) including all commissions, costs, charges and expenses payable to the Company or its Agents. In respect of any payments by the Company to offset and discharge any of my/our liabilities to any of its Agents, the Company shall not be concerned whether or not such liabilities exist provided demand has made on the Company by such Agent(s).
- 11.3 I/We agree that all my/our cash, Securities or other property that are received for me/us, or deposited by me/us, or purchased for me/us or held on my/our behalf ("Charged Assets") shall stand charged by way of first fixed charges as continuing security for the payment and discharge of any amounts due and/or owing by me/us to the Company and/or its Agents. I/We, as beneficial owner(s), hereby authorize the Company or its Agents to sell the Charged Assets at such price and in such manner as the Company in its absolute discretion considers appropriate and to repay the Company and/or its Agents and discharge my/our indebtedness to the Company and/or its Agents. The Company, its directors, officers, employees and Agents shall have no liability for any loss thereby suffered, unless such liability or loss is suffered as a result of gross negligence or wilful default on the part of the Company, and I/we will not make any claim concerning the manner or timing of such sale. Upon full payment and discharge of my/our obligations, the Company will at my/our request and expenses release to me/us all rights, title and interests of the Company in the Charged Assets or the remainder of such, as the case may be.
- 11.4 Without prejudice to any other rights of the Company, upon the occurrence of an event of default set out in sub-clause 17.1, the Company shall have the right, without notice or demand, to take any of the actions set out in sub-clauses 11.2 and 11.3 and 17.2 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of my/our outstanding obligations or indebtedness to the Company or any of its Agents.

## 12. Agency and Disclosure

- 12.1 The Company is authorized to employ any of its Agents to perform all or part of its duties under this Agreement and to provide information regarding the Account to such Agents.
- 12.2 The Company may disclose information and details relating to me/us or the Account to any Regulator (including the Internal Revenue Service ("IRS") of the United States in accordance with the requirements of the Foreign Account Tax Compliance Act ("FATCA") as may be amended, consolidated or substituted from time to time and / or any other reporting and / or withholding requirement applicable to the Company) upon request to assist any Regulator with any investigation or enquiry it is undertaking. The Company may act in accordance with the directions given by any Regulator (including but not limited to withholding any amounts from my / our Account) according to any laws, regulations and directives. I/We agree that the Company will have no liability to me/us for doing so.
- 12.3 Without prejudice to any other provisions of this Agreement, if I am/we are financial intermediary and effect Transaction for my/our client (including transaction for collective investment scheme, discretionary account or discretionary trust), in connection with any request for information made to the Company (or to me/us, as the case may be) by any Regulator in respect of any Transaction, I/we shall within two business days upon request by the Company (or by the Regulator, as the case may be) provide the Regulator with such information as may be required by it, including but not limited to the identity, address, occupation, contact details and other identification particulars of :
- (a) the party on whose account the Transaction was effected, so far as known to me/us;
  - (b) the person who has the ultimate beneficial interests in the Transaction; and
  - (c) any third party who originated the Transaction.
- 12.4 If I/we effect transaction for collective investment scheme, discretionary account or discretionary trust, I/we shall inform the Company within 24 hours after my/our discretion to invest has been overridden in any way. In such event, I/we shall also inform the Regulator, within two business days upon request by the Company, of the identity, address, occupation and contact details of the person(s) who has or have given the Instruction in relation to the Transaction.
- 12.5 In the event that I am/we are aware that my/our client is acting as intermediary for its underlying client and I/we do not know the identity, address, occupation and contact details of the underlying client for whom the Transaction was effected, I/we confirm that :
- (a) I/we have arrangements in place with my/our client which entitle me/us to obtain the information as set out in sub-clause 12.3 above from my/our client immediately upon request or procure that it be so obtained; and
  - (b) I/we shall, upon request from the Company in relation to a Transaction, promptly request the information set out in sub-clause 12.3 above from my/our client, on whose Instructions the Transaction was effected, such that the information is provided to the Regulators within two business days from the date of the request.
- 12.6 I/We confirm that neither I/we nor my/our client are subject to any law which prohibits the performance by me/us of sub-clauses 12.3, 12.4 and/or 12.5, if I/we or my/our client are subject to such law, that I/we or my/our client (as the case may be) have waived the benefit of such law or consent in writing to the performance by me/us of these sub-clauses.
- 12.7 Sub-clauses 12.3, 12.4 and 12.5 shall continue in effect notwithstanding the closure of Account or termination of this Agreement.

## 13. Advice and Market Data

- 13.1 I/We agree that I/we will, independently and without reliance on the Company, make my/our own judgements and decisions with respect to each Instruction. I/We assume full responsibility for Transactions in or for the Account and for my/our investment decision. I/We acknowledge and agree that the Company shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its officers, directors, employees and Agents, irrespective of whether or not such suggestion was given at my/our request.
- 13.2 If the Company solicits the sale of or recommends any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask me/us to sign and no statement the Company may ask me/us to make derogates from this clause.
- 13.3 I/We further acknowledge and agree that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other information. Neither the Company, Information Providers nor any disseminating party make any representations or warranties concerning any information contained in the Electronic Services, including warranties as to satisfactory quality and fitness for a particular purpose, accuracy or completeness, or that the Electronic Services will be uninterrupted or error free.
- 13.4 Neither the Company, Information Providers nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error, or delay in or omission from any data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, information or message due to any negligent act of the Company or any disseminating party, or to any force majeure event, or other cause beyond the Company's reasonable control or the reasonable control of any Information Providers or disseminating party.
- 13.5 I/We shall use real time quotes and market data for my/our personal use only and shall not furnish such data to any other person or entity for any reason.

#### 14. Communication

- 14.1 I/We acknowledge that the Company offers me/us three ways of accessing the Account and to give Instruction to you: (i) electronically through certain medium (including without limitation the Internet and mobile telephone); (ii) verbally by telephone; and (iii) in writing. I/We agree that, should I/we experience any problems in reaching the Company through any method, I/we will attempt to use an alternative method to communicate with the Company and inform the Company of the difficulty I/we are experiencing. I/We acknowledge that there may be additional charges associated with accessing the Account and giving Instructions by telephone. If I/we send Instructions to or communicate with the Company in writing, any such Instructions and communication must be duly signed by me/us (or any person authorized by me/us), otherwise the Company shall not act on the Instructions/communication. I/We understand and agree that, for our mutual protection, the Company may electronically monitor or record any of my/our telephone conversation conducted with it.
- 14.2 Any notice or communication given by the Company to me/us shall be deemed made or given :
- (a) if made by letter, upon delivery to me/us by hand or, if sent by prepaid post to any of my/our addresses as they may appear from time to time on the Company's records, two days after posting for local mail or five days after posting for overseas mail; and
  - (b) if made by facsimile, electronic mail or other electronic means at the respective telefax number, e-mail address or any other number notified to the Company from time to time for communication purposes, upon successful transmission of the message to me/us as confirmed in the Company's transmission records.
- 14.3 Where any written Instructions or any other written communication from me/us is given by facsimile, I/we hereby authorize the Company and/or its Agents to accept such facsimile message from me/us as the original Instruction or communication from me/us, and I/we shall fully indemnify the Company and/or its Agents on demand against all loss, damage, interest, costs, expenses whatsoever which the Company and/or its Agents may incur, or suffer as a result of or arising from the Company's acceptance, reliance on or acting upon those Instructions or communication.
- 14.4 I/We acknowledge and agree that the Company may communicate with or give notice to me/us via electronic means or facilities.
- 14.5 I/We acknowledge and agree that all notices or communication given by me/us to the Company or by the Company to me/us are sent at my/our own risk (including any errors, omission, interruption and delay in transmission of data, misunderstanding made by the Company and any other errors, and the risk that the Company may not be able to ascertain the true identity of the person sending the Instructions and communication) and all notices or communication to the Company shall be effective only upon actual receipt by the Company.

#### 15. Joint Account

- 15.1 We agree that in the case of the Account being a joint account, Instructions and/or any other request relating to the Account given by either of us shall be valid and binding. The Company shall not be required to verify any such Instructions with any of us.
- 15.2 We further agree that in the case of the Account being a joint account, all of our obligations under this Agreement shall be borne by us on a joint and several basis.
- 15.3 Unless terminated in accordance with the Agreement, the death of either of us does not operate to terminate this Agreement. Any notice, payment or delivery by the Company to either or any of us shall be a full or sufficient discharge of the Company's obligations to notify, pay or deliver under this Agreement.

#### 16. Risk Disclosure Statements and acknowledgements

- 16.1 I/We acknowledge and accept that 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.
- 16.2 I/We also acknowledge and accept that there may be risks in leaving Securities in the Company's safekeeping. For example, if the Company is holding my/our Securities and the Company become insolvent, I/we may experience significant delay in recovering the Securities.
- 16.3 Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.
- I/We acknowledge that I/we should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.
- I/We acknowledge that I/we should seek independent professional advice if I am/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- 16.4 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 SFO 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.

- 16.5 I/We acknowledge that there is a risk if I/we provide the licensed or registered person with an authority that allows it to apply my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for Financial Accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If my/our securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if I/we consent in writing. Moreover unless I am /we are a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If I am /we are a professional investor, these restrictions do not apply.

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

I am /We are not required by any law to sign these authorities. But an authority may be required by the licensed or registered persons, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to me/us the purposes for which one of these authorities is to be used.

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

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

- 16.6 If I/we provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.
- 16.7 The risk of loss in financing a transaction by deposit of collateral is significant. I/We may sustain losses in excess of my/our 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. I/We 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, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/We acknowledge that I/we should carefully consider whether such a financing arrangement is suitable in light of my/our own financial position and investment objective.
- 16.8 The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. I/We acknowledge that I/we should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. I/We should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of The Stock Exchange of Hong Kong Limited.
- 16.9 I/We confirm that I/we have read the English/Chinese version of this Agreement and agree to the terms of this Agreement, which have been explained to me/us in a language (which is a language of my/our own choice) that I/we understand.
- 16.10 Both Chinese and English versions of this Agreement are provided to me/us. In the event of any discrepancies between the two, the English version shall prevail.

## 17. Default

- 17.1 All amounts owing by me/us to the Company or any of its Agents together with interest will become immediately payable without notice or demand upon any of the following event of default:
- (a) if, in the Company's opinion, I/we have breached any material provision of this Agreement or defaulted in respect of any Transaction with or through the Company or any of its Agents;
  - (b) non-compliance with any rules or regulations of any relevant exchange or clearing house;
  - (c) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against me/us;
  - (d) any warrant or order of attachment or distress or equivalent order is issued against any of my/our accounts with the Company or any of its Agents ;
  - (e) my/our failure to make any payment to the Company and/or its Agents when due.
- 17.2 Upon the occurrence of any of the events of default described in sub-clause 17.1 above, the Company will be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to the Company, forthwith to :
- (a) sell or realize all or any part of my/our cash, Securities and/or property held by the Company or any of its Affiliates in such manner and upon such terms as the Company may conclusively decide and satisfy my/our obligations and indebtedness towards the Company and/or any of its Affiliates out of the net sale proceeds (with fees, expenses and costs deducted) thereof;
  - (b) cancel any or all outstanding orders or any other commitments made on my/our behalf;

- (c) cover any short position in the Account through the purchase of Securities or liquidate any long position in the Account through the sale of Securities;
  - (d) exercise any of its rights under this Agreement.
- 17.3 Any monies received by the Company will be applied in the following order of priority and any residue will be paid to me/us or to my/our order :
- (a) payment of all costs, charges, legal fees and expenses including without limitation stamp duty, tax, commission and brokerage properly incurred by the Company in transferring and selling all or any of my/our Securities or properties or perfecting title thereto;
  - (b) payment of interest accrued on the aggregate outstanding amount due and owing to the Company or any of its Affiliates for the time being; and
  - (c) payment of all money and liabilities due or owing by me/us to the Company or any of its Affiliates.

**18. Closure of Account**

- 18.1 The Company agrees that, subject to satisfying any indebtedness to it, I/we may close the Account at any time by giving the Company written notice.
- 18.2 I/We agree that the Company may close the Account at its absolute discretion at any time without ascribing any reason therefor.
- 18.3 Closure of the Account will not affect any outstanding orders and any rights and obligations of either party incurred prior to the date the Account is closed.
- 18.4 Any undertakings and indemnities in this Agreement shall survive such closure.

**19. Liabilities and Indemnities**

- 19.1 I/We agree that the Company and its directors, officers, employees and Agents will not be liable for any delay or failure to perform any obligation on its part or for any losses caused directly or indirectly by any condition or circumstances over which the Company, its directors, officers, employees and Agents do not have direct control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, fire, earthquakes and strikes.
- 19.2 Neither the Company nor its directors, officers, employees and Agents shall be liable to me/us for any loss, damage or litigation costs resulting from any error of fact or judgement, or from action taken or inaction or omission or default by the Company or any of its directors, officers, employees and Agents, or from any consequences thereof whatsoever, save and except where such loss, damage and cost is suffered or incurred as a direct result of its gross negligence or wilful default.
- 19.3 I/We further agree that neither the Company nor its directors, officers, employees and Agents nor any Information Provider will be liable for any indirect or other consequential losses or other economic losses (including but not limited to loss of profits, trading losses or special damages) whether arising from negligence, breach of contract or otherwise (including without limitation the inconvenience, delay or loss of use of the Electronic Services), even if the Company has been advised of the possibility of such losses or damages.
- 19.4 I/We agree to indemnify and keep indemnified the Company and its directors, officers, employees and Agents for any loss, cost, claim, liability or expenses which may be incurred by the Company directly or indirectly, arising out of or in connection with any Instruction or any breach by me/us of any of my obligations under this Agreement, including any costs reasonably incurred by the Company in connection with the closure of the Account or in collecting any debts due to the Company and/or its Agents.
- 19.5 The above terms shall continue to take effect notwithstanding the closure of Accounts and termination of this Agreement.

**20. Assignment and Successors**

- 20.1 The Company may assign part or all of its rights and/or obligations under this Agreement to any of its Agents without giving notice to me/us, or to any other entity upon written notice to me/us. For the avoidance of doubt, I/we may not assign any of my/our rights and/or obligations under this Agreement unless prior written consent is obtained from the Company.
- 20.2 I/We agree that this Agreement and all the terms hereof shall be binding on my/our heirs, executors, administrators, personal representatives and assigns. This Agreement shall enure for the benefit of the Company, its successors and assigns.

**21. Compensation**

- 21.1 If the Company fails to meet its obligations to me/us pursuant to this Agreement, I/we shall have a right of claim under the Compensation Fund established under the SFO, subject to the terms of the Compensation Fund from time to time.

**22. Personal Data Policy**

- 22.1 I/We acknowledge and accept the Company's policy and practice on personal data.

**23. Amendments and Changes**

23.1 The Company reserves the rights unilaterally to alter, amend or modify the provisions of this Agreement and any such changes shall, on the giving of written notice thereof to me/us, be binding on me/us immediately. Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed in writing signed by an authorized officer of the Company.

23.2 The Company will notify me/us of material changes in respect of its business which may affect the services it provides to me/us.

**24. Headings**

24.1 The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision.

**25. Entire Understanding**

25.1 This Agreement, together with all other written agreements between me/us and the Company relating to the Account and terms contained on statements and confirmations sent to me/us, contains the entire understanding between me and the Company concerning the subject matter of this Agreement.

**26. Waiver**

26.1 The rights, remedies, powers and privileges of either party in accordance with the terms of this Agreement are cumulative and not exclusive of any rights or remedies provided by law. No time, indulgence or forbearance granted by either party hereunder shall operate to waive any of its rights under this Agreement, nor shall any single or partial exercise of a party's rights under this Agreement preclude any other or further exercise of such rights.

**27. Severability**

27.1 If any provisions of this Agreement shall be held to be illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

**28. Jurisdiction**

28.1 This Agreement is governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The parties hereto irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Date :

SIGNED BY [Name of client(s)] )

)

)

in the presence of : )

\_\_\_\_\_  
Authorized Signature(s) / Business Chop

[Witness name, address and occupation]

Name :

Address :

Occupation :

\_\_\_\_\_  
Witness Signature

ACKNOWLEDGED AND ACCEPTED BY )

**Corporate Brokers Limited** )

)

\_\_\_\_\_  
Authorized Signature / Business Chop

## Declaration

(1) Declaration by licensed representative of Corporate Brokers Limited

I \_\_\_\_\_ (full name in block letters) CE no. \_\_\_\_\_, being a licensed representative of Corporate Brokers Limited, declare that I have invited the client \_\_\_\_\_ (full name in block letters) to read the risk disclosure statements in sub-clauses 8.3, 8.5, 8.11, 14.5 and sub-clauses 16.1 to 16.8 in the securities trading margin client agreement, to ask questions and take independent advice if the client so wishes. I also confirm that I have provided the client with the risk disclosure statements in a language (English or Chinese) of the client's choice.

\_\_\_\_\_  
Signature of the licensed representative

Date :

(2) Declaration by the client

I/We declare that \_\_\_\_\_ (full name in block letters) CE no. \_\_\_\_\_, a licensed representative of Corporate Brokers Limited, has invited me/us to read the risk disclosure statements in sub-clauses 8.3, 8.5, 8.11, 14.5 and sub-clauses 16.1 to 16.8 in the securities trading margin client agreement, to ask questions and take independent advice if I/we so wish. I/We also confirm that I/we have been provided with the risk disclosure statements in a language (English or Chinese) of my/our choice.

\_\_\_\_\_  
Signature of the client

Date :

## **Risk Disclosure Statement – Exchange Traded Funds and Derivative Products Listed on the Hong Kong Exchanges and Clearing Ltd (“HKEx”)**

### **Exchange Traded Funds**

1. An authorised exchange traded fund (“ETF”) is a fund authorised by the Securities and Futures Commission (SFC) that is traded on an exchange. Its principal objective is to track, replicate or correspond to the performance of an underlying index. The index can be on a stock market, bonds or commodities. An ETF may adopt various strategies to achieve its objective, however, there may be disparity between the performance of the ETF and the performance of the underlying index. Tracking error may arise due to various factors such as failure of the ETF's tracking strategy, the impact of fees and expenses, foreign exchange differences between the base currency or trading currency of an ETF and the currencies of the underlying investments, or corporate actions such as rights and bonus issues by the issuers of the ETF's underlying securities. In addition, an ETF is exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index and the market that it is tracking.
2. The trading price of an ETF is determined by the supply and demand of the market and it may be higher or lower than the net asset value (“NAV”) of the investments held by the fund. If the index or market being tracked has restricted access to investors, units in the ETF may not be created or redeemed freely and efficiently. This may lead to imbalance in demand and supply resulting in the ETF trading at a higher premium or discount to its NAV than an ETF not being affected by such restriction. Investors buying ETF at a premium may lose part or even all of the premium.
3. If an ETF holds assets not denominated in Hong Kong dollars, investors may incur losses arising from changes in exchange rates.
4. Synthetic ETFs typically invest in over-the-counter derivatives to achieve the index tracking objective. Such a synthetic ETF is therefore exposed to the credit risk of the counterparty that issues the financial derivative instruments index. Some synthetic ETFs invest in financial derivatives issued by a number of different counterparties in order to diversify the counterparty credit risk concentration. However, the more counterparties an ETF has, the higher the mathematical probability of the ETF being affected by a counterparty default. If any one of the counterparties fails, it is possible that the failure of one derivative counterparty of an ETF has a “knock-on” effect on other derivative counterparties of the ETF. As a result, an ETF could suffer a loss substantially more than its expected exposure in the event of a single counterparty default.
5. Some synthetic ETF managers, however, only acquire financial derivatives from one or a few counterparties. These managers may seek to reduce an ETF's net exposure to each single counterparty by requiring the counterparty(ies) to provide collateral.

In this case, you are still exposed to the counterparty risk, to the extent it is not covered by the collateral. Furthermore, when the ETF seeks to exercise its right against the collateral, the market value of the collateral could be substantially less than the amount secured if the market dropped sharply before the collateral is realised, thereby resulting in significant loss to the ETF.

6. Listing or trading on the HKEx does not in and of itself guarantee that a liquid market exists for an ETF. Besides, a higher liquidity risk is involved if an ETF holds structured notes and other financial derivative instruments, which are not actively traded in the secondary market and whose price transparency is not easily accessible as physical securities. This may result in a bigger bid and offer spread. These financial derivative instruments also are susceptible to more price fluctuations and higher volatility. Hence, they can be more difficult and costly to unwind early.

### **Derivative Products**

1. Uncollateralised derivative products are not asset backed. If a derivative product issuer becomes insolvent, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.
2. Derivative products such as derivative warrants and callable bull/bear contracts (CBBCs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a derivative product may fall to zero resulting in a total loss of the initial investment.
3. Derivative products have an expiry date after which they may become worthless. The trading of a derivative will cease a few days before the expiry date and investors should be aware of the expiry time horizon and choose a product with a lifespan that is suitable for their trading strategy.
4. The price of a derivative product is determined by supply and demand of the market so its trading prices can be higher or lower than the theoretical price. If the underlying assets are denominated in foreign currencies, investors are also exposed to risk arising from changes in exchange rates.
5. HKEx requires all derivative product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been



assigned.

6. The time value of derivative warrants will decay over time as it approaches its expiry date and they may not be suitable for long term investment purpose. Their trading prices are also affected by the fluctuation of the prices of the underlying assets.
7. Investors trading CBBCs should be aware of their intraday "knockout" or mandatory call feature. A CBBC will cease trading when the underlying asset value reaches 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, and after the CBBC is called, they cannot benefit from any subsequent price rises of the underlying assets.
8. The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer 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.
9. Derivatives are financial instruments that provide investors with an option to buy or sell the underlying assets. The risks associated with such instruments are high and can cause significant financial losses to the investors. Investors buying such products should have a good understanding on the options market or possess related work / investment experience. An investor should also consider whether derivatives suit his / her investment objectives and financial position.

### **General Risk Disclosure**

1. In the event that a derivative 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 derivative product issuers.
2. The trading price of a derivative product, like that of a stock, is affected by various risk factors such as fluctuation in local and overseas markets, market sentiment, prevailing / anticipated economic conditions, changes in interest rates, and foreign exchange rates and others factors.
3. The risks associated with ETF and derivatives are not limited to those listed above. Before you trade in such products, you should collect detailed information on them and examine their risks carefully. You should also assess your financial position so as to ensure that the risks involved are acceptable to you.
4. You should seek independent professional advice if you do not understand the contents of this statement or the nature of ETF / derivatives and the risks involved in trading such instruments.
5. According to the rules of the SFC, we cannot accept a client's orders for trading ETF/derivatives unless we can ascertain that the client understands the nature of ETF/derivatives and the risks involved in trading such instruments.

I/We confirm that I/we have read this risk disclosure statement carefully and understand the contents (It is not necessary for the Client to sign this declaration if the Client does not trade in ETF or derivative).

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Client's signature

Date :

## Corporate Brokers Limited

### Personal Data Policy

The Personal Data (Privacy) Ordinance (the 'Ordinance') has come into force. The Ordinance sets rules governing the collection, use, retention and security of personal data, and provides for other matters concerning personal data. We are pleased to explain to you our policies and practices in relation to personal data:

- (1) It is necessary for clients to provide us with personal data when they open and operate their accounts for trading. If there are insufficient personal data, we may not be able to open or maintain accounts for clients.
- (2) The kinds of personal data needed include:
  - (i) those that can ascertain the identity of a person, e.g. name, ID card no. and ID card copy;
  - (ii) those that can keep us in contact with clients, e.g. telephone no., address;
  - (iii) general information about the backgrounds of clients, e.g. marital status, employment;
  - (iv) information that is directly related to our provision of services to clients, e.g. account nos. of bank accounts kept by clients with their bankers, specimen signatures; and
  - (v) any other data which we consider necessary for our normal operations.
- (3) Clients' personal data may be applied for the following uses:
  - (i) carrying out the Instructions of clients, providing services to clients and performing any other related operations;
  - (ii) conducting credit checks;
  - (iii) if clients' outstanding balances are overdue, the data may be used for the collection of the amounts from clients and other persons who have provided securities for the debts;
  - (iv) making disclosures to any Regulator (Hong Kong or overseas) under the requirements of any laws applicable to us (including making disclosure of any personal data and account information to relevant tax authorities); and
  - (v) any other uses that are incidental to (i) to (iv) above.
- (4) Clients' personal data will be kept confidential but in performing the functions mentioned in (3) above, we may disclose such information to the following parties:
  - (i) any agents, contractors or service providers (e.g. those providing administrative, legal, information, computer, payments, debt collection, securities clearing, auditing and other services connected with our operations). However, we would ensure that they are under the duty to keep such information confidential;
  - (ii) the relevant government departments and regulatory bodies; and
  - (iii) any other persons or organisations under a duty of confidentiality to us (including our fellow subsidiaries).
- (5) The Ordinance provides that any person (or his/her representative) may:
  - (i) make a request to us in order to ascertain whether we hold that person's personal data, and request to be supplied with a copy of such data; and we may impose a fee that is not excessive for each data access request;
  - (ii) if a person has made a data access request in accordance with (5)(i) above finds that the data are not accurate, that person may request us to make the necessary correction to the data.
- (6) Any persons who want to make a data access request or make correction to personal data may contact our Data Protection Officer at 2832 0181 or post to:

Corporate Brokers Limited  
18/F, Fortis Tower  
77-79 Gloucester Road  
Wanchai  
Hong Kong