

**Fubon Securities (Hong Kong) Limited**

**富邦證券(香港)有限公司**

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**TERMS AND CONDITIONS**

**FOR ACCOUNT**

**賬戶章則及條款**

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# FUBON SECURITIES (HONG KONG) LIMITED

## 富邦證券(香港)有限公司

### TERMS AND CONDITIONS FOR ACCOUNT

#### PART I – DEFINITIONS

#### 賬戶章則及條款 第一部份 – 定義

##### 1. Definitions 定義

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and phrases shall bear the following meanings :

在本章則及條款中，除文義另有所指外，以下各詞和用語應具有下列涵義：

**“A Shares”**

**「A 股」**

means any securities issued by companies incorporated in PRC which are listed and traded on PRC A Share markets (Shanghai and Shenzhen) and not on the SEHK.

指中國成立的公司發行和在中國 A 股市場（上海和深圳市場）而非聯交所上市交易的任何證券。

**“Access Codes”**

**「登入密碼」**

means such password(s) (including one-time password(s) generated by the Client using Two-factor Authentication), and/or form(s) of personal identification (in numeric, alpha-numeric or other format, usually known as login name) in the manner as prescribed by the Company from time to time, whether used alone or in conjunction with each other, for gaining access to the Electronic Trading Service.

指由公司不時指定的密碼（包括由客戶使用雙重認證而產生的一次性密碼）及/或其他形式的個人身分識別號碼（可以是數字、英文字母及數字組或其他格式，通常稱為登入名稱），不論它們是單獨或一併使用，從而登入電子交易服務。

**“Account”**

**「有關賬戶」**

means the account(s) for trading Securities, Futures and Options products in the name of the Client maintained and to be maintained with the Company from time to time, whether cash and/or margin (as the case may be).

指客戶現在或將來以自己名義在公司開設的任何一個或多個為交易證券、期貨與期權產品，（視屬何情況而定）而設之現金及/或保證金賬戶。

**“Account Mandate”**

**「帳戶指令」**

means account opening forms, signature card(s) and all other documents for any type of clients in the form prescribed by us in connection with the operation of the Account and/or using the Service.

指格式由公司指定的關於任何類型客戶操作帳戶及/或使用有關服務的開戶書、印鑑卡及其他所有文件。

**“Account Opening Form”**

**「開戶表格」**

means account opening form prescribed by the Company to be provided by or on behalf of the Client for the purpose of establishment of account with the Company.

指公司不時指定及由有關客戶或其代表向公司所呈交與該客戶申請開立賬戶有關的開戶書或其他文件（不論實際如何稱謂）。

**“Agreement”**

**「協議」**

means the written agreement between the Client and the Company in respect of the opening, maintenance and operations of the Account (s) as amended from time to time, including but not limited to these General Terms and Conditions, the Additional Terms, the Account Opening Form, Risk Disclosure Statement, Data Privacy Policy and any authority given by the Client to the Company with respect to the Account(s), whether standing or otherwise.

指就開立、維持及運作有關賬戶公司與客戶簽立的書面協議及其不時以書面形式予以修改的版本，包括但不限於本章則及條款（包括一般條款及附加條款）、

開戶表格、風險披露聲明、私隱政策及客戶給予公司就有關賬戶的任何授權，無論是常設或其他授權。

**“Applicable Laws”**

「適用法律」

means all laws (whether statutory or otherwise), rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory/competent authority which are applicable to the Client, the Company or the relevant transaction at any time and from time to time.

指任何時候及不時適用於客戶、公司或相關交易的任何相關司法管轄區、市場或監管機構/主管機構之法律（不論是成文法或其他法律）、規則、規例、指引、指令、通函、守則及披露要求。

**“Associate”**

「聯營公司」

means a company or body corporate which is the Company’s direct or indirect holding companies, subsidiaries, affiliated companies or our other branches in Hong Kong or elsewhere.

指公司位於香港或其他地方的直接或間接的控股公司、附屬公司、關聯公司或其他分行。

**“Authorized Person”**

「獲授權人」

means the person authorized and empowered by the Client and accepted by the Company to give Instruction to deal with all of or any of the matters in connection with the operation of the Account(s) or the using the Service subject to such change as may be agreed by the Company from time to time.

指客戶委任及不時變更的並為公司接納的，有權為操作有關賬戶或使用有關服務的全部或任何事項而發出指示的獲授權人。

**“Average Pricing”**

「平均定價」

means the allocation or application of an average price per China Connect Securities to each individual fund managed by the same fund manager in respect of trades in such China Connect Securities on the same Trading Day.

指在同一交易日就任何中華通標的證券的交易分配給或適用於同一基金管理人管理的各個別基金的該中華通證券的平均價格。

**“BCAN”**

「券商客戶編碼」

means “BCAN” within the meaning as ascribed in paragraph 5.6 of the Code of Conduct and shall for the time being mean a “Broker-to-Client Assigned Number”.

與操守準則項下第 5.6 段對「券商客戶編碼」的含義相同，並至現時為止指「券商客戶編碼」。

**“BS Software”**

「公司軟件」

means software developed or to be developed by the Company or the Company’s contractor or agent or service provider as an interface between the Company’s computer’s system(s) and the ORS Software to enable the Company/Client to access and use the ORS, including any upgrade and enhancements thereto.

指公司、其承辦商或其代理人或其服務供應商，已經或將會開發，作為公司電腦系統與 ORS 軟件之間介面，藉此可令公司/客戶接達並使用買賣盤系統之軟件，並包括日後之更新及改進版本。

**“Business Day”**

「營業日」

means a day when banks are generally opened for business in Hong Kong, but excluding public holidays, Saturdays, Sundays and any day on which typhoon signal No. 8 or above or a black rainstorm warning is hoisted or issued by the Hong Kong Observatory and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon, or an “extreme conditions” announcement is made by the Hong Kong Government and remains in effect between 9:00 a.m. and 12:00 noon and is not cancelled at or before 12:00 noon; unless otherwise provided in the specific transactions.

指香港銀行一般營業的一天，但不包括公眾假期、星期六、星期日；及於香港天文台懸掛八號或以上之颱風訊號或發出黑色暴雨警告訊號及於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未取消，或香港政府作出「極端情況」公告及

於上午 9 時至中午 12 時之間仍然維持及於中午 12 時或之前仍未取消的任何一天；特定交易中另有規定者除外。

**“Cash Account”**

「現金賬戶」

means any cash account, as indicated as such in the Account Opening Form, opened by the Client with the Company for trading of securities without Margin Facility granted by the Company.

指客戶與公司開立，任何根據開戶表格中指明為現金賬戶並可買賣證券的賬戶，就此公司不會提供保證金融資。

**“CCASS”**

「中央結算系統」

means the Central Clearing and Settlement System established and operated by HKSCC.

指由香港結算開發及營運的中央結算及交收系統。

**“Charge”**

「押記」

means the charge over the Collateral in favour of the Company to secure repayment of the Secured Obligations in accordance with Clause 3 of the Additional Terms for Margin Account, and includes such modification or supplement from time to time.

指根據保證金賬戶之附加條款中 3 條作出以公司為受惠人和用以抵押償還有抵押債務的有關抵押品之押記，並包括不時作出的變更和補充。

**“Chief Executive”**

「行政總裁」

means the chief executive from time to time appointed by the board of directors of HKFE.

是指期交所董事局不時委任的行政總裁。

**“China Connect”**

「中華通」

means the Shanghai Hong Kong Stock Connect and/or the Shenzhen Hong Kong Stock Connect (as the case may be).

指滬港通和/或深港通（視屬何情況而定）。

**“China Connect Applicable Laws and Regulations”**

「中華通適用法律法規」

means (a) the laws and regulations of Hong Kong and PRC from time to time with respect to China Connect or any activities arising from or associated with China Connect; and (b) any regulations, rules, policies, codes of conduct or guidelines issued by any China Connect Competent Authority or China Connect Entity from time to time with respect to China Connect or any activities arising from or associated with China Connect provided that the CSRC China Connect Rules are excluded.

指(a)香港和中國不時與中華通或者因中華通引起或與中華通有關的任何活動相關的法律法規；及(b)任何中華通主管部門或中華通機構不時發佈的、與中華通或者因中華通引起或與中華通有關的任何活動相關的任何條例、規則、政策、行為準則或指引，但是不包括中國證監會中華通規則。

**“China Connect Competent Authority”**

「中華通主管部門」

means the regulators which regulate China Connect and activities in relation to China Connect, including the CSRC, PBOC, SAFE, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.

指負責監管中華通和相關活動的監管機構，包括中國證監會、人民銀行、外管局、證監會和擁有或承擔與中華通有關的管轄權、許可權或責任的任何其他監管機構、機關或機構。

**“China Connect Entities”**

「中華通機構」

means the exchanges, clearing systems and other entities which provide services relating to China Connect, including the SEHK, HKSCC, SEHK Subsidiaries, SSE, SZSE and ChinaClear.

指提供與中華通有關的服務的交易所、結算系統和其他機構，包括聯交所、香港結算、聯交所子公司、上交所、深交所和中國結算。

**“China Connect Market”**

「中華通市場」

means the SSE and/or the SZSE.

指上交所和/或深交所。

<b>“China Connect Market System”</b> <b>「中華通市場系統」</b>	means the system used for the trading of (a) SSE Securities on SSE, as operated by SSE and/or (b) SZSE Securities on SZSE as operated by SZSE (as the case may be). 指(a)上交所運營的、用於在上交所交易滬港通證券；及/或(b)深交所運營的、用於在深交所交易深港通證券的系統（視具體情況而定）。
<b>“China Connect Securities”</b> <b>「中華通證券」</b>	means any A Shares listed on any China Connect Market which may be traded by Hong Kong and international investors under China Connect. 指香港和國際投資者可以在中華通下交易的、在任何中華通市場上市的任何 A 股。
<b>“China Connect Service”</b> <b>「中華通服務」</b>	means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by an SEHK Subsidiary to the corresponding China Connect Market for the buying and selling of China Connect Securities and any related supporting services. 指任何聯交所子公司將交易所參與者發出的北向買賣盤傳輸給相應的中華通市場以買賣中華通證券的買賣盤傳遞服務和任何相關支援服務。
<b>“ChinaClear”</b> <b>「中國結算」</b>	means China Securities Depository and Clearing Corporation Limited. 指中國證券登記結算有限責任公司。
<b>“ChiNext Board”</b> <b>「創業板」</b>	means the ChiNext of SZSE. 指深交所創業板。
<b>“ChiNext Shares”</b> <b>「創業板股票」</b>	means securities listed on the ChiNext Board of the SZSE which may be traded by Hong Kong and overseas investors under China Connect. 指香港和海外投資者可以在中華通下交易的深交所創業板上市證券。
<b>“CID”</b> <b>「客戶識別信息」</b>	means “CID” within the meaning as ascribed in paragraph 5.6 of the Code of Conduct and shall for the time being mean the client identification data. 與操守準則項下第 5.6 段對「客戶識別信息」的含義相同，並至現時為止指客戶識別信息。
<b>“Clearing House”</b> <b>「結算所」</b>	in relation to HKEx, means HKSCC or other body appointed by or established and operated by HKEx to provide clearing services to exchange participants of HKEx; in relation to HKFE, means HKFECC; in relation to any other Foreign Futures Exchange, any clearing house providing clearing services equivalent to HKFECC; and, in relation to any other Exchange, any clearing house providing similar services for such Exchange. 就港交所而言，指香港結算，或聯交所委任或建立及運作以提供結算服務予聯交所參與者的其他機構，就期交所而言，期貨結算所；就外地期貨交易所而言，指任何提供等同於期貨結算所的結算服務之任何結算所；而就任何其他有關交易所而言，指為該交易所提供類似服務的任何結算所。
<b>“Clearing House Rules”</b> <b>「結算公司規則」</b>	means the rules and regulations of the Clearing House, as amended from time to time. 是指結算公司規則及規例及其不時所作出之修訂。
<b>“Clearing Participant”</b> <b>「結算參與者」</b>	has the meaning given to such term in the rules of the CCASS. 具有中央結算系統的規則賦予的含義。
<b>“Client”</b> <b>「客戶」</b>	means the person(s) with whom the Company has entered into these Terms and Conditions and such person’s successors in title and (if appropriate) personal representatives whose name (s) and other identity details set out in the Account Opening Form and shall include each Authorized Person.



指與公司簽署本章則及條款的人士以及該名人士的所有繼承人及（如適用）遺產代理人，並應包括每名獲授權人，前述人士的名稱及其他身分詳情列於開戶表格。

**“Client Money Rules”**  
「《客戶款項規則》」

means the Securities and Futures (Client Money) Rules (Cap. 517I of the Laws of Hong Kong).

指《證券及期貨(客戶款項)規則》（香港法例第 517I 章）。

**“Client Securities Rules”**  
「《客戶證券規則》」

means the Securities and Futures (Client Securities) Rules (Cap. 517H of the Laws of Hong Kong).

指《證券及期貨(客戶證券)規則》（香港法例第 517H 章）。

**“Close out”**  
「平倉」

means the entering into of a Futures Contract/Options Contract on identical terms to a previous Futures Contract or Options Contract, except (i) that the price may not be the same as the price specified in the previous contract and (ii) that we take the opposite side to the side it holds under the previous contract; for the express purpose of crystallizing the profit or loss on that previous contract; and the expressions “closed out”, “closed out” and “closed out contract” shall be construed accordingly.

是指根據先前簽訂之期貨合約或期權合約的相同條款定立的一份期貨合約或期權合約，但其 (i) 價格可能與先前簽訂之合約不相同；及 (ii) 本公司持與先前之合約相反的立場，以訂出先前之合約的利潤或損失；而已平倉、正平倉及平倉合約均須相應地解釋。

**“Code of Conduct”**  
「操守準則」

means Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission issued by the SFC and as amended from time to time.

指證監會發出的《證券及期貨事務監察委員會持牌人或註冊人操守準則》，及其不時修訂的版本。

**“Collateral”**  
「有關抵押品」

means all securities, money and any other properties provided by the Client to the Company or purchased or received by the Company for the Client or otherwise which come to the possession, custody or control of the Company or other persons on behalf of the Company which are charged to the Company as security under the Clause 3 of the Additional Terms for Margin Account; Accordingly, “securities collateral” refers to the securities comprised in the Collateral.

指現在及將來公司或其他人士代公司持有、託管或控制所有由客戶向公司提供、公司代客戶購買或收取或以其他任何形式獲得的任何證券、款項或其他財產，而該等財產已根據保證金賬戶之附加條款中第 3 條，抵押予公司作為押記；「證券抵押品」指有關抵押品中的證券。

**“Company”**  
「公司」

means Fubon Securities (Hong Kong) Limited.

指富邦證券(香港)有限公司。

**“Company Group”**  
「公司集團」

means the Company, its affiliates, its direct and indirect holding companies and subsidiaries of the holding companies and a “member of the Company Group” refers to any one or more of the aforesaid companies.

指公司、其聯營公司、其直接及間接控股公司及該等控股公司的附屬公司，而「公司集團成員」指上述任何一家或多家公司。

**“Company Nominee”**  
「公司代理人」

means such agents, correspondents, sub custodians or nominees in Hong Kong or elsewhere employed by the Company as it thinks fit to hold securities or other assets, to pay for and receive or to deliver or exchange or to make collections with respect to securities or other assets or otherwise to perform any of the Company’s duties as custodian

under these Terms and Conditions and shall include (for the avoidance of doubt) depositories and clearing systems.

指公司在其認為合適的情況下在香港或其他地區雇用的、為公司持有證券或其他資產、辦理與證券或其他資產有關的支付、接收、交付、交換或收賬或履行公司在本章則及條款下作為託管行的任何其他職責的代辦人、代理行、附屬託管人或代理人，為免生疑問，包括託管機構和結算系統。

**“Complex Product”**

「複雜產品」

has the same meaning as defined in the Code of Conduct.

與操守準則中界定者具相同含義。

**“Correspondent Agent”**

「業務代理」

means anyone who acts as our agent in effecting transactions or clearing the same in Hong Kong or elsewhere, including, without limitation, any member of an Exchange or a Clearing House.

指代表公司在香港或其他地方執行交易或結算的代理人，包括但不限於交易所或結算所的任何成員。

**“CSC”**

「中華證券通系統」

means the China Stock Connect System for receiving and routing orders under China Connect to the trading system on a China Connect Market for automatic matching and execution.

指用於接收和向任何中華通市場的交易系統傳遞買賣盤以進行自動撮合和成交的中華證券通系統。

**“CSRC”**

「中國證監會」

means China Securities Regulatory Commission.

指中國證券監督管理委員會。

**“CSRC China Connect Rules”**

「中國證監會中華通規則」

means the Several Provisions regarding PRC – Hong Kong Stock Connect Mechanism, as promulgated by CSRC to prescribe the launch and operation of the China Connect.

指中國證監會發佈的，有關中華通的啟動和操作的《內地與香港股票市場交易互聯互通機制若干規定》。

**“Data Privacy Policy”**

「私隱政策」

means the Company’s general policy in relation to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and any subsidiary legislation made thereunder as amended, consolidated or substituted from time to time and the policy as set out in Part XIII – Data Privacy Policy (Circular relating to Personal Data (Privacy) Ordinance).

指公司基於《個人資料(私隱)條例》(香港法例第486章)及根據該條例制訂的任何附屬法例(上述條例及附屬法例可不時經修訂、合併或取代)而推行的一般政策，而有關列於本章則及條款之第十三部份 – 私隱政策(有關個人資料(私隱)條例的客戶通知)。

**“Derivative Product”**

「衍生性產品」

means any financial or other product which value is designed to track the return on or is derived from currencies, interest rates, bonds, financial instruments, securities, metals and other commodities, money market instruments, reference indices or any other benchmarks and includes, without limitation, warrants, options, futures and swaps.

指金融或其他產品，其價值反映貨幣、利率、債券、金融工具、證券、金屬及其他商品、貨幣市場工具、參考指數或任何其他基準的回報或收益，包括但不限於認股權證、期權、期貨及掉期。

**“Derivative Transaction”**

「衍生性產品交易」

means any transaction of the Derivative Product entered into by the Client pursuant to the Agreement.

指協議下進行的衍生性產品項下的交易。

<b>“Electronic Media”</b> <b>「電子媒介」</b>	<p>means any electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as the Company may from time to time determine and prescribe.</p> <p>指任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或公司不時確定和指定的任何其他電子或電訊設備或系統。</p>
<b>“Electronic Trading Service”</b> <b>「電子交易服務」</b>	<p>means any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by the Company or Company’s contractor or agent or service provider from time to time under these Terms and Conditions which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media.</p> <p>指根據本章則及條款，公司、其承辦商或其代理人不時已提供或將提供的任何設施及服務（包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件），使客戶可透過任何電子媒介就有關賬戶的任何有關交易發出指示或獲取證券的報價或其他資訊。</p>
<b>“Eligible ChiNext Investor”</b> <b>「合格創業板投資者」</b>	<p>means a “professional investor” within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved by the China Connect Competent Authority to trade ChiNext Shares through Shenzhen Hong Kong Stock Connect.</p> <p>指《證券及期貨條例》附表 1 第一部分第 1 條「專業投資者」定義(a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)或(i)項定義的「專業投資者」或中華通主管部門允許或准許通過深港通交易創業板股票的其他類型的投資者。</p>
<b>“ETF”</b> <b>「ETF」</b>	<p>means exchange-traded funds.</p> <p>指交易所買賣基金。</p>
<b>“Event(s) of Default”</b> <b>「失責事件」</b>	<p>means any of the events of default as specified in Clause 8 of Part II “General Terms and Conditions”.</p> <p>指載列於第二部分一般條款第 8 條中的任何失責事件。</p>
<b>“Exchange”</b> <b>「交易所」</b>	<p>in relation to Securities trading, means HKEx and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold; and in relation to Futures Transactions, means HKFE and any Foreign Futures Exchange.</p> <p>就買賣證券而言，指港交所及於世界任何地方進行買賣證券的任何其他交易所、市場或交易商組織；而就期貨交易而言，指期交所和任何外地期貨交易所。</p>
<b>“Exchange Contract”</b> <b>「期交所合約」</b>	<p>means a contract for a commodity approved by the SFC and HKFE for trading on a market and which may result in a Futures Contract and/or Options Contract.</p> <p>指一份由證監會及期交所批准可以在期交所設立之市場進行交易的商品合約，可以是一份期貨合約及 / 或期權合約。</p>
<b>“Exchange Participant”</b> <b>「交易所參與者」</b>	<p>in general, has the meaning given by the rules of the SEHK, and in relation to Futures Transactions, means an exchange participant which is approved by and registered with HKFE to perform the functions of a Futures Commission Merchant in accordance with the HKFE Rules.</p> <p>一般而言，具有聯交所的規則賦予的含義，而就期貨交易而言，是指根據期交所規則由期交所批准及註冊的從事期貨委託商業務的交易所參與者。</p>

**“FATCA”**  
**「FATCA」**

means:  
指：

- (a) the Foreign Account Tax Compliance Act in Sections 1471 to 1474 of the US Internal Revenue Code, as amended or supplemented from time to time by the US Internal Revenue Service, or other official guidance;  
美國國稅局根據經修訂或不時補充，或其他官方指引的《美國國稅法》第1471-1474條《海外帳戶稅收合規法案》；
- (b) any treaties, laws, regulations or other official guidance enacted in any other jurisdictions, or the intergovernmental agreements between the US and other jurisdiction that (in any case) facilitates the implementation of paragraph (a) above; or  
(在任何情況下)有助於執行上文(a)段的任何條約、法律、法規、或任何其他司法管轄區頒布的其他官方指引、或美國與其他司法管轄區之間的政府間的協定；或
- (c) any agreements entered into with the US Internal Revenue Service, the US government or the governmental or taxation authorities in any other jurisdictions pursuant to the implementation of paragraphs (a) or (b) above.  
任何按照因上文(a)或(b)段的實施而與美國國稅局、美國政府或任何其他司法管轄區的政府或稅務機關的協議。

**“Foreign Exchange”**  
**「外地期貨交易所」**

**Futures** means a futures exchange which is permitted to operate in a country or territory.  
指獲准於一個國家或地區運作的期貨交易所。

**“Futures and Options products”**  
**「期貨與期權商品」**

means any items and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority, and shall where the case requires include a Futures Contracts and/or Options Contracts in respect of any of the above and in each case whether or not the items if capable of being delivered.

指任何物品，包括但不限於農業商品、金屬、貨幣、股票、利率、指數（不論股票指數或其他指數）或其他金融合約、能源、權利或權限及如情況所需，包括以上任何一項的期貨合約及／或期權合約（不論該物品是否可作實際交付）。

**“Futures Contract”**  
**「期貨合約」**

means a contract executed on any commodity, futures or options exchange, the effect of which is that (i) one party agrees to deliver to the other party at an agreed future time an agreed commodity or quantity of a commodity at an agreed price; or (ii) the party will made an adjustment between them at an agreed future time according to whether the agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made.

指具有以下效力之有關任何商品，期貨或期權交易之合約：(i) 一方當事人承諾在約定的時間及以約定的價格，交付予另一方當事人約定之商品或約定數量的商品；或(ii) 雙方同意在約定時間根據該商品當時之價值與簽訂合約時雙方協定的價值作出的調整，有關差額將根據管轄該合約之交易所規則決定。

**“Futures Transactions”**  
**「期貨交易」**

means the entering into of Futures Contracts or Options Contracts by us pursuant to your instruction and the sale, purchase, liquidation, closing out, effecting delivery and settlement of such contracts.

指公司按照客戶的指示訂立之期貨合約或期權合約及對該等合約的買賣、結算、平倉、交付和交收。

<b>“H Shares”</b> <b>「H 股」</b>	means any securities issued by companies incorporated in PRC and listed on the SEHK. 指中國成立的公司發行和在聯交所上市的任何證券。
<b>“HKEx”</b> <b>「港交所」</b>	means Hong Kong Exchanges and Clearing Limited and any replacement or successor exchange. 指香港交易及結算所有限公司及其任何替代或承繼交易所。
<b>“HKFE”</b> <b>「期交所」</b>	means the Hong Kong Futures Exchange Limited. 指香港期貨交易所有限公司。
<b>“HKFECC”</b> <b>「期貨結算所」</b>	means the HKFE Clearing Corporation Limited. 指香港期貨結算有限公司。
<b>“HKFE Rules”</b> <b>「期交所規則」</b>	means the rules, regulations and procedures of the HKFE, as amended or varied from time to time. 是指期交所規則、規例及程序及其不時所作出之修訂或更改。
<b>“HKIDR”</b> <b>「香港投資者識別碼制度」</b>	means the Hong Kong investor identification regime introduced by the SEHK and the SFC. 指聯交所及證監會引入的香港投資者識別碼制度。
<b>“HKSCC”</b> <b>「香港結算」</b>	means Hong Kong Securities Clearing Company Limited. 指香港中央結算有限公司。
<b>“Hong Kong”</b> <b>「香港」</b>	means the Hong Kong Special Administrative Region of PRC. 指中國香港特別行政區。
<b>“Hong Kong Dollars”</b> <b>「港幣」</b>	means the lawful currency for the time being of Hong Kong. 指現時香港的合法貨幣。
<b>“Instruction”</b> <b>「指示」</b>	means any instruction given by or on behalf of, or purported to be given by or on behalf of, the Client to the Company to sell, redeem, purchase, subscribe, hold, withdraw or otherwise deal in Securities or Futures Contracts or to effect any other transactions pursuant to these Terms and Conditions as the Company may approve from time to time. 指客戶或其代表或者聲稱由客戶或其代表依照公司不時批准的本章則及條款向公司發出的、賣出、贖回、購買、認購、持有、撤回或以其他方式交易證券或期貨合約或完成任何其他交易的任何指示。
<b>“Investor Compensation Fund”</b> <b>「投資者賠償基金」</b>	means the Investor Compensation Fund established pursuant to the SFO. 指根據《證券及期貨條例》設立的投資者賠償基金。
<b>“Margin”</b> <b>「保證金」</b>	means the amount, whether cash or non-cash collateral as may from time to time be demanded by the Company from the Client by way of margin (including without limitation the initial margin and additional margin), variation adjustments or cash adjustments or otherwise in relation to the amount drawn under Margin Facility for the purpose of protecting the Company against any loss or risk of loss on present, future or contemplated obligations arising from Margin Facility including and not being less than amount of margin required by the relevant Clearing House (if applicable), and “margin requirements” means the requirements set by the Company in respect of the collection and specifications of the Margin, usually the required amount of margin is set to be equal to applicable



percentage as notified and determined by the Company to the Client of the prevailing market value of Collateral.

指公司不時以保證金（包括但不限於首筆保證金和追加保證金）、變價調整、現金調整或其他方式，向客戶要求的款額（不論是現金或非現金抵押物），以保障公司免受就保證金融資下取得的款項或客戶合約有關的現在、未來或預期的保證金融資或其他和/或客戶合約的責任所引致任何損失或虧損風險，包括但不限於相關的結算所保證金（如適用），而「保證金規定」則指公司所釐定關於保證金的收取或詳情的規定，一般而言按有關抵押品當時市值，依適用比例計算（比例由公司決定並通知客戶）以釐訂保證金的所需金額。

**“Margin Account”**  
「保證金賬戶」

means any margin account, as indicated as such in the Account Opening Form, opened by the Client with the Company for trading of securities with Margin Facility granted by the Company.

指客戶與公司開立，任何根據開戶表格中指明為保證金賬戶並可買賣證券的保證金賬戶，並且公司會提供保證金融資。

**“Margin Facility”**  
「保證金融資」

means the credit facility provided by the Company to the Client to facilitate the acquisition of securities and the continued holding of those securities under the Margin Account and for other related purposes.

指公司向客戶提供，用作於保證金賬戶中購買證券及繼續持有證券或其他用途的信貸安排。

**“Non-trade Transfer”**  
「非交易過戶」

means a transfer of China Connect Securities which involves a change in the beneficial ownership of the China Connect Securities and which is not conducted through the China Connect Service and executed on the China Connect Market.

指並非通過中華通服務進行和中華通市場成交的、涉及任何中華通證券實益所有權變更的中華通證券轉讓。

**“Northbound”**  
「北向」

denotes the trading of China Connect Securities by Hong Kong and international investors through China Connect.

指香港和國際投資者通過中華通交易中華通證券。

**“Opening contract” or  
“open position”**  
「開倉合約」或「未平倉合約」

means a Futures Contract or an Options Contract other than a closed out contract.

指任何除了平倉合約以外之期貨合約或期權合約。

**“Options Contract” or  
“options”**  
「期權合約」或「期權」

means a contract pursuant to which one party (the “first party”) gr in favors ofants to the other party (the “second party”) the right, but not the obligation, to buy from (a Call Option) or to sell to (a Put Option) an agreed commodity, or quantity of commodity, the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercise his right to buy or to sell (as the case may be) (i) the first party is obliged to deliver or to take delivery (as the case may be) of the commodity at the agreed price; or (ii) the first party shall pay to second party an amount referable to the amount (if any) by which the commodity is worth more than the agreed party (for Call Options) or agreed price is worth more than the commodity (for Put Options), any of such payment shall be determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made.

指該等合約，其中一方（下稱「第一方」）賦予另一方（下稱「第二方」）在雙方約定之期間及以約定之價格，行使認購（認購期權）或認沽（認沽期權）某一種或某一數量之商品之權利（但不是責任）及倘若第二方行使其認購或認沽權利（視屬何情況而定），則：(i) 第一方必須以約定之價格交付有關之商品或接受有

關商品交付（視屬何情況而定）；或 (ii) 第一方必須支付第二方一個根據商品價格比約定價格高出的差額（認購期權）或根據約定價格比商品價格高出的差額（認購期權）計算的金額，而任何有關之付款需根據該合約訂立之有關交易所之規則交付。

**“Order of Priority”**  
「優先順序」

means the order of priority of documents from which the CID of a client should be collected as prescribed under the applicable rules and regulations promulgated by the SFC from time to time, and as for the time being provided under paragraph 5.6 (o) of the Code of Conduct.

指按證監會不時頒布的法律及監管要求，並至目前為止指根據操守準則第 5.6(o)段項下有關收集客戶識別信息的優先次序。

**“ORS”**  
「買賣盤傳遞系統」

means the Order Routing System, a system developed and owned by ORS Provider which enables investors to input trading requests electronically for routing automatically to Company for approval and submission to ORS Provider for matching.

(英文縮寫為 ORS) 指 ORS 服務商開發並擁有之系統，投資者可透過該系統輸入買賣指示，而該等指示將會以電子方式自動傳遞至公司作批核之用，及後傳送至 ORS 服務商作配對買賣盤之用。

**“ORS Provider”**  
「ORS 服務商」

means the service provider that develops and owns the ORS.

指開發及擁有 ORS 的服務供應商。

**“ORS Software”**  
「ORS 軟件」

means software comprising the ORS, including any upgrade and enhancements to that software and any documentation provided by ORS Provider to the Company for the purpose of enabling the Company to design, construct and test the BS Software and connectivity with the ORS.

指包括買賣盤傳遞系統的軟件及日後更新及改進版本及 ORS 服務商向公司提供之任何文件，用以協助公司設計、建立及須以公司軟件及與 ORS 的接駁功能。

**“OTCR”**  
「場外證券交易匯報制度」

means the over-the-counter securities transaction reporting regime introduced by the SEHK and the SFC.

指聯交所及證監會引入的場外證券交易匯報制度。

**“PBOC”**  
「人民銀行」

means the People’s Bank of China.

指中國人民銀行。

**“PRC”**  
「中國」

means the People’s Republic of China (excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan).

指中華人民共和國，不包括香港、中國澳門特別行政區和臺灣。

**“PRC Listco”**  
「中國上市公司」

has the meaning given in Clause 17.13 of Part XI hereof.

具有本章則及條款之第十一部份第 17.13 條賦予的含義。

**“PRC Resident”**  
「中國居民」

means a person who is a citizen of PRC and does not have permanent right of abode in a jurisdiction outside PRC.

指在中國境外的任何司法管轄區沒有永久性居留權的任何中國公民。

**“Pre-Trade Checking”**  
「交易前監控」

means the requirements and procedures under the China Connect Applicable Laws and Regulations pursuant to which a China Connect Competent Authority or China Connect Entity may reject a sell order if an investor does not have sufficient and available China Connect Securities in its account.

指中華通適用法律法規項下有關任何中華通主管部門或中華通機構在投資者的帳戶中可用中華通證券的數量不足的情況下可以拒絕執行其賣盤的要求和程序。

<b>“QFII”</b> 「QFII」	means Qualified Foreign Institutional Investors. 指合格境外機構投資者。
<b>“Related Person”</b> 「關係人」	means (a) the Exchange Participant, (b) any Associate of the Company or the Exchange Participant, or (c) any director, officer, employee or agent of the Company, the Exchange Participant or any Associate of the Company or the Exchange Participant. 指：(a)交易所參與者；(b)銀行或交易所參與者的任何聯營公司；或 (c)公司、交易所參與者或者公司或交易所參與者的任何聯營公司的任何董事、管理人員、員工或代理人。
<b>“Renminbi” or “RMB”</b> 「人民幣」	means the lawful currency of PRC deliverable in Hong Kong. 指可以在香港交付的中國法定貨幣。
<b>“Risk Disclosure Statement”</b> 「風險披露聲明」	means the risk disclosure statement provided by the Company to the Client before the opening of the Account and/or from time to time in form prescribed by the SFC from time to time with the current version set out in Part XI hereof. 指在客戶於公司開戶前及/或不時由公司向客戶提供的風險披露聲明，其格式由證監會不時訂明，最新版本載列於本章則及條款之第十一部份。
<b>“RQFII”</b> 「RQFII」	means RMB Qualified Foreign Institutional Investors. 指人民幣合格境外機構投資者。
<b>“SAFE”</b> 「外管局」	means the State Administration of Foreign Exchange. 指中國國家外匯管理局。
<b>“Secured Obligations”</b> 「有抵押債務」	means all money, obligations or liabilities in any currency (together with any accrued interest) falling due, owing or incurred by the Client to the Company under the Margin Account, or to any member of the Company Group under any other accounts now and in the future, whether actually or contingently, whether solely or jointly with others. 指客戶到期未付、欠下或招致公司或公司集團成員分別與保證金帳戶或其他帳戶有關的任何貨幣計算的一切的款項、責任和債項（連同任何累算的利息），不論是現時或將來的、實際或可能的，亦不論是客戶自己或與其他人共同欠下的。
<b>“Securities”</b> 「證券」	means includes (a) items under the definition of securities in Schedule 1 to the SFO; (b) all investment products listed or traded on Exchanges; and (c) any investment products prescribed by the Company as such. 指包括 (a) 根據《證券及期貨條例》的附表 1 所賦予的涵義；(b) 所有於交易所上市的投資產品；及 (c) 公司指定之投資產品。
<b>“SEHK”</b> 「聯交所」	means The Stock Exchange of Hong Kong Limited. 指香港聯合交易所有限公司。
<b>“SEHK China Connect Rules”</b> 「聯交所中華通規則」	means the rules of SEHK, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time. 指聯交所發佈和不時經修訂、補充、變更和/或修改的、用於實施中華通的規則。
<b>“SEHK Subsidiary”</b> 「聯交所子公司」	means a wholly-owned subsidiary of SEHK duly authorised as an automated trading service provider under the SFO and licensed under Applicable Laws in PRC to provide the order routing service under China Connect.



指在《證券及期貨條例》項下被正式授權為自動化交易服務提供者和在中國適用法律項下獲得提供中華通下買賣盤傳遞服務許可的聯交所全資子公司。

<b>“Service”</b> 「有關服務」	means the services in respect of the Account(s) and/or Transactions provided or to be provided by the Company to the Client from time to time. 指由公司不時提供予客戶關於有關賬戶及/或有關交易的服務。
<b>“SFC”</b> 「證監會」	means the Securities and Futures Commission of Hong Kong constituted under the SFO. 指《證券及期貨條例》成立的證券及期貨事務監察委員會。
<b>“SFO”</b> 「《證券及期貨條例》」	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. 指《證券及期貨條例》（香港法例第 571 章）以及根據上述條例制定的任何附屬法例及其不時經修訂、合併或取代的版本。
<b>“Shanghai Hong Kong Stock Connect”</b> 「滬港通」	means a securities trading and clearing links programme developed or to be developed by SEHK, SSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SSE. 指聯交所、上交所、香港結算和中國結算為建立聯交所和上交所互聯互通機制而推出或將推出的證券交易和結算互聯互通計劃。
<b>“Shenzhen Hong Kong Stock Connect”</b> 「深港通」	means a securities trading and clearing links programme developed or to be developed by SEHK, SZSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SZSE. 指聯交所、深交所、香港結算和中國結算為建立聯交所和深交所互聯互通機制而推出或將推出的證券交易和結算互聯互通計劃。
<b>“Signing Arrangement”</b> 「簽署安排」	means the signing arrangement of person(s) with authority to operate the Account and/or use the Service subject to change from time to time and accepted by us. 指客戶指定的及不時變更及由公司接納的一套關於有權操作有關賬戶或使用有關服務的人士的簽署安排。
<b>“Special China Connect Securities”</b> 「特別中華通證券」	means any securities and/or ETFs listed on the relevant China Connect Market which the SEHK (after consulting with such relevant China Connect Market) from time to time accepts or designates as eligible only for China Connect sell orders and not China Connect buy orders. 指在相關中華通市場上市的、聯交所（經與該中華通市場協商後）不時接受或指定為僅接受中華通賣盤而不可接受中華通買盤的任何證券和/或 ETF。
<b>“Specimen Signature”</b> 「簽字式樣」	means the specimen signature of the Authorized Person(s) in connection with the Account and/or the Service subject to change from time to time and accepted by the Company. 指客戶指定的及不時變更，及由公司接納的一套關於有權操作有關賬戶或使用有關服務之獲授權人的簽字式樣。
<b>“SSE”</b> 「上交所」	means the Shanghai Stock Exchange. 指上海證券交易所。
<b>“SSE Rules”</b> 「上交所規則」	means the rules, operation procedures, circulars and notices of SSE in respect of the stock listing and trading activities taking place on SSE and the SSE Regulations on the Shanghai Hong Kong Stock Connect Programme which have been published by SSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

指上交所發佈的、與上交所的股票上市和交易活動有關的規則、操作規程、公告和通知，以及上交所為實施中華通而發佈和不時經修訂、補充、變更和/或修改的《上交所滬港通業務實施辦法》。

“SSE Securities”  
「滬港通證券」

means any securities and/or ETFs listed on the SSE which may be traded by Hong Kong and international investors under China Connect.

指香港和國際投資者可以在中華通下交易的任何上交所上市證券和/或 ETF。

“Structured Product”  
「結構性產品」

has the meaning as defined in the SFO.

具有《證券及期貨條例》所定義的含義。

“Structured Product Transaction”  
「結構性產品交易」

means any transaction of the Structured Product entered into by the Client pursuant to the Agreement.

指協議下進行的結構性產品項下的交易。

“SWT Day”  
「惡劣天氣交易日」

means any day from Monday to Friday upon which severe weather falls except a Hong Kong public holiday and during which trading on the SEHK remains normal provided that a public holiday which is a holiday trading day for selected derivative products is included.

指在星期一至星期五之間出現惡劣天氣但聯交所的交易仍維持正常之任何一天（香港公眾假期除外），但包括屬指定衍生性產品交易日之公眾假期。

“SZSE”  
「深交所」

means the Shenzhen Stock Exchange.

指深圳證券交易所。

“SZSE Rules”  
「深交所規則」

means the rules, operation procedures, circulars and notices of SZSE in respect of the stock listing and trading activities taking place on SZSE (including on the ChiNext Board) and the SZSE Regulations on the Shenzhen Hong Kong Stock Connect Programme which have been published by SZSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

指深交所發佈的、與深交所（包括創業板）的股票上市和交易活動有關的規則、操作規程、公告和通知，以及深交所為實施中華通而發佈和不時經修訂、補充、變更和/或修改的《深交所深港通業務實施辦法》。

“SZSE Securities”  
「深港通證券」

means any securities and/or ETFs listed on the SZSE which may be traded by Hong Kong and international investors under China Connect. For the avoidance of doubt, SZSE Securities shall include ChiNext Shares.

指香港和國際投資者可以在中華通下交易的任何深交所上市證券和/或 ETF，為免生疑問，包括創業板股票。

“Taxes”  
「稅收」

means all taxes, duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities (whether past, present or future), including additions to tax, penalties and interest imposed on or in respect of (a) China Connect Securities or cash, (b) any Transaction effected hereunder or (c) the Customer.

指針對 (a) 中華通證券或現金；(b) 本章則及條款項下進行的任何有關交易；或(c) 客戶被徵收或與之相關的所有稅收、稅金、稅款、費用、估定稅、扣款、扣繳稅和相關納稅義務（包括過去、現在和將來的納稅義務），包括但不限於與之相關的附加稅、罰款和利息。

“these Terms and Conditions”  
「本章則及條款」

means these Terms and Conditions for Account as amended, supplemented and modified from time to time.

指不時經修訂、補充和變更的本賬戶章則及條款。

**“Trading Day”**

「交易日」

means a day on which SEHK is open for Northbound trading for (a) Hong Kong and Shanghai (in the case of Shanghai Hong Kong Stock Connect) or (b) Hong Kong and Shenzhen (in the case of Shenzhen Hong Kong Stock Connect), where “T day” denotes the Trading Day on which a transaction is executed and “T+1 day” denotes (as the case may be) the day which is one Trading Day, or in the context of the settlement of funds, one business day (on which banks (a) Hong Kong and Shanghai (in the case of Shanghai Hong Kong Stock Connect) or (b) Hong Kong and Shenzhen (in the case of Shenzhen Hong Kong Stock Connect) are generally open for business) after T day.

指聯交所可以進行(a)香港和上海（如果是滬港通）；或(b)香港和深圳（如果是深港通）之間的北向交易的任何一日，「T 日」指任何交易成交所在的交易日，「T+1 日」指 T 日後的第一個交易日，或者，如果是資金的交收，指 T 日後(a)香港和上海（如果是滬港通）；或(b)香港和深圳（如果是深港通）的銀行正常營業的一個營業日。

**“Transaction”**

「有關交易」

means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of securities including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to the Agreement as well as the Derivative Product Transaction and Structured Product Transaction.

指關於購入、認購、出售、交換或以其他方式處置任何種類或所有種類證券的買賣，包括（但不限於）證券保管、提供相關代理人或託管服務及在協議下或依據協議而施行的其他交易及衍生性產品交易及結構性產品交易。

**“Two-factor Authentication”**

「雙重認證」

means a security process in the manner prescribed by the Company which requires the Client to provide two distinct authentication factors consisting of factors the Client knows, has or is to verify the Client’s identity when the Client logs in the Account and/or use the Services. 指由公司規定方式實施的安全流程，要求客戶在登錄有關賬戶及/或使用有關服務時提供的兩種不同的驗證因素，包括客戶知曉的因素、持有的因素或用於驗證客戶身份的因素。

**“Units”**

「基金單位」

means any share, right or interest in a Fund.

指任何基金的任何基金單位、權利或權益。

**“US”**

「美國」

means the United States of America.

指美利堅共和國。

**“US Person”**

「美國公民」

means the person as defined in the Regulation S of the United States Securities Act 1933, which includes, but not limited to, a national or resident of the US and any partnership, corporation or other entity organized or created under the laws of the US or of any political subdivision thereof.

指美國證券條例 (1933) 第 S 規則所定義的人士，包括但不限於美國公民或居民；及任何根據美國法律或政治分支下成立或產生的合夥企業、有限公司或其他團體。

1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.

本章則及條款之標題僅為方便閱讀而添加，並不影響本章則及條款的解釋及無法律效力。

1.3 References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions.

除非另有說明，凡提及條款及分條款，即指本章則及條款內的條款及分條款。

- 1.4 References in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.  
在本章則及條款中所指的任何法例，均被視作包括不時修訂、延展或重新制定以取代該法例之條文及其規則和規例。
- 1.5 References in these Terms and Conditions to any party hereto shall, where relevant, be deemed to be references to or to include (as appropriate) their respective successors or assigns (whether pursuant to any merger or amalgamation or otherwise howsoever).  
在本章則及條款中所指之任何一方當事人均被視作包括（如適用）其繼承人或受讓人（不論由於任何合併、兼併或其他原因）。
- 1.6 In these Terms and Conditions, words importing the singular shall, where the context permits, include the plural and vice versa and words importing gender or neuter include both gender and neuter.  
凡本章則及條款中文意允許之處，指單數的字包括複數，反之亦然。陽性詞包含中、陰性詞，反之亦然。

## PART II- GENERAL TERMS AND CONDITIONS

### 第二部份 — 一般條款

#### 1. COMPLIANCE WITH LAWS AND REGULATIONS 遵守法律及規則

- 1.1 All Transactions shall be subject to these Terms and Conditions and, in respect of those Exchanges and/or Clearing Houses where the Transactions are processed, the constitution, rules, regulations, practices, procedures and administrative requirements, as amended from time to time of the relevant Exchange and/or Clearing House (and in particular as regarding Transactions effected on SEHK the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC) and to all applicable laws whether imposed on the Client or the Company, as amended from time to time. All Transactions shall also be subject to the terms of business of dealer or other persons who have been involved in the processing of the Transactions where the Company deems fit.  
所有有關交易，應受本章則及條款以及（就進行有關交易的該等交易所和/或結算所而言）相關的有關交易所和/或結算所的不時修訂章程、規則、規例、慣例、程序及行政要求的規限（尤其是就在聯交所進行的有關交易而言，應受聯交所及香港結算的規則、規例、慣例、程序及行政要求的規限）以及受不論是對客戶或公司實施的一切不時修訂適用法律的規限。當公司認為適當時，所有有關交易也應受涉及處理有關交易的公司或其他人士的商業條款所規限。
- 1.2 Client whose Transactions are executed in markets other than those organized by SEHK may have a markedly different level and type of protection in relation to those Transactions as compared to the level and type of protection afforded by the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC.  
與聯交所及香港結算的規則、規例、慣例、程序及行政要求所提供的保護水平及種類相比，如客戶的有關交易在聯交所以外的市場達成的話，則客戶可能就該等有關交易享有明顯不同程度及種類的保障。
- 1.3 The Client confirms that:  
客戶確認：
- (a) in the event of any conflict between (I) these Terms and Conditions and (II) any constitution, rules, regulations, practices, procedures, administrative requirements of the relevant Exchange and/or Clearing House and laws (collectively the “**Regulations**”), the latter shall prevail;  
如果 (I) 本章則及條款與 (II) 任何有關交易所及/或結算所的章程、規則、規例、慣例、程序及行政要求及法律（統稱「**該等規則**」）之間發生任何衝突，須以後者為準；
  - (b) the Company may take or omit to take any action it considers fit in order to ensure compliance with the Regulations including without limitation, adjusting any Accounts, disregarding any unexecuted orders or resending any executed Transactions;  
公司可採取其認為合適的任何行動或按其認為合適者不採取任何行動，以確保遵守該等規則，包括但不限於調整任何有關賬戶、不理會任何未被執行的買賣指示或撤銷任何已執行的有關交易；
  - (c) the Regulations as are so applicable and all such actions so taken shall be binding upon the Client;  
按此適用的該等規則以及按此採取的一切該等行動應對客戶具有約束力；
  - (d) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client's entering into of these Terms and Conditions or the Company effecting any Transaction in connection with these Terms and Conditions; and  
客戶應負責事先取得並維持為客戶簽立本章則及條款或公司達成與本章則及條款有關的任何有關交易而需要的任何政府同意或其他同意；及
  - (e) the Client is not a US Person and undertakes to notify the Company forthwith in writing once the Client becomes a US Person.  
客戶並非美國公民，且承諾一旦成為美國公民將會以書面形式即時通知公司。
- 1.4 These Terms and Conditions shall not operate insofar as it removes, excludes or restricts any rights of the Client or obligations of the Company under the laws of Hong Kong or any other relevant law. If any provisions hereof are or should become inconsistent with any present or future law, rule or regulation of SEHK, HKSCC and/or any Exchange and/or any Clearing House or any other relevant authority or body having jurisdiction over the subject matter of these Terms and Conditions, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects these Terms and Conditions shall continue and remain in full force and effect.



本章則及條款在本章則及條款解除、免除或限制客戶在香港法律或任何其他有關法律下任何權利或公司在上述法律下任何義務的範圍內並無效用。如果本章則及條款的任何條文與聯交所、香港結算、聯交所期權結算所和/或任何有關交易所和/或任何結算所或對本章則及條款的事項具有司法管轄權的任何其他有關主管當局或團體的任何現行或將來的法律、規則或規例不一致或成為不一致，則該等條文應被視為已按照任何上述法律、規則或規例予以刪除或修改。本章則及條款應在一切其他方面持續並仍然具有十足效力及作用。

## 2. DEALING AND INSTRUCTIONS 交易及指示

- 2.1 The Company shall be authorized but not bound to act on an Instruction given by the Client or the Authorized Person (if any) to carry out a Transaction (whether directly or through other dealer or otherwise). The Company may at any time and from time to time impose any limits including position limits on any Account and the Client agrees not to exceed such limits. If any of the said limits are or will be exceeded, the Company may decline such an Instruction and/or is entitled to close the open position of the Transactions concerned. The Company may in its absolute discretion refuse to act on any of the Instructions received from the Client without giving any reason, in particular for sell order without evidence of sufficient securities, or buy order without evidence of sufficient funds or compliance with the margin requirements (applicable to Margin Account). The Company is not in any circumstances be liable in any way for any loss of profit or gain, damage, liability or cost or expense suffered or incurred by the Client arising from or in connection with the Company's refusal to act on such Instruction or omitting to notify the Client of such refusal.

公司獲授權但無義務應客戶或獲授權人（如有）的指示進行有關交易（不論是直接或是透過其他交易商或其他人進行）。公司可隨時或不時對任何有關賬戶施加任何限制，包括持倉限額，而客戶同意不超逾該限制。如任何該等限制已經或將會超逾，公司可拒絕有關指示，及/或將有關未完成的有關交易進行平倉。公司可行使其絕對酌情權拒絕執行客戶的任何指示，並毋須提供任何原因，尤其當有賣盤時，缺乏持有足夠證券的證據，或遇買盤時，缺乏持有足夠資金的證據或未能遵守保證金規定（適用於保證金賬戶）。在任何情況下，公司毋須就因或與公司拒絕執行該等指示或不向客戶作出相關通知，而引起或有關之利益損失，或招致客戶損害、責任、成本或支出，而承擔任何責任。

- 2.2 The Company shall act as an agent of the Client or as principal in relation to any Transactions undertaken by the Company under these Terms and Conditions except where the Company gives notice (in the contract note for the relevant Transaction or otherwise) to the Client to the contrary.

就根據本章則及條款進行的有關交易，公司應以客戶的代理人身分行事，而非主事人身分，但公司向客戶提供相反的通知以表不同（買賣單據上列明或以其他方式表示）除外。

- 2.3 The Client acknowledges that Applicable Laws may prohibit the Company from placing a sale order on the Client's behalf when the order relates to Securities which the Client does not own ("**Short Sell Order**"). The Client undertakes that prior to placing a Short Sell Order, it will have entered into an effective securities borrowing arrangement or other form of cover acceptable to the Company which will ensure that the Securities in question will be delivered on the designate settlement dates; and prior to execution of such an order, it will provide the Company such documentary assurance that any such order is covered as the Company shall specify. Further, the Client acknowledges that the Company has the right to request delivery of a copy of documentary evidence relating to the relevant Securities borrowing transaction (e.g. the lender's confirmation).

客戶確認，適用法律可能禁止公司以客戶名義落盤出售客戶並不擁有的證券（下稱「**賣空指令**」）。客戶承諾，在發出賣空指令前，其已訂立了確保有關證券於指定交收日交付的有效證券借貸或公司可以接受的其他形式安排；而在執行前述賣空指令前，其將向公司提供關於保證前述賣空指令已有如公司所明確規定的證券借貸安排文件。再者，客戶被視為在每次發出賣空指令時均重複作出本條所述的承諾，而且客戶承認公司有權要求 其交付關於有關證券借貸安排的證明文件（例如：證券貸出的確認書）的副本。

- 2.4 The Client shall inform the Company when a sell order in respect of securities which the Client does not own (that is, involves short selling) and, where required, shall provide the Company with the assurance in accordance with the SFO.

如沽售指示的有關證券並非客戶擁有（即賣空），客戶須通知公司，及（如有需要）客戶須向公司提供證券及《證券及期貨條例》規定的保證。

- 2.5 Because of physical restraints on any Exchange or the very rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Company may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". The Company shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client or under the circumstances contemplated in this Clause. Where the

Company is for any reason whatsoever unable to perform the Client's order in full, it may in its discretion effect partial performance only. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

由於任何有關交易所的實質限制或由於經常發生非常急促的證券價格變化，在某些情況下提供價格進行買賣時可能會出現延誤。公司可能不能經常按於任何特定時間報出的價格或費率或按「最佳價」或按「市價」進行交易。公司毋須就其沒有或未能遵守其代表客戶承擔的任何限價指示的條款或在本條款預期發生的情況下而引起的任何損失承擔任何責任。如果公司因任何原因未能全部履行客戶的買賣指示，其可酌情決定只履行部分指示而已，當客戶作出執行買賣指示的要求，其在任何情況下均應接受公司執行買賣指示的結果並受該結果的約束。

- 2.6 The Client acknowledges that it may not be possible to cancel or amend its Instructions once given. The Client agrees to exercise caution before giving any Instruction and accepts full responsibility for the Transactions partially or fully executed prior to the processing of the Client's cancellation or amendment.

客戶確認當指示一經作出之後客戶未必能取消及更改該指示。故此客戶在發出指示時，應審慎行事，並願承擔就處理其取消或更改指示時，已經部份或全部執行之有關交易所引致的所有責任。

- 2.7 The Client hereby acknowledges that the Company and Company Group and their directors, employees and/or their associates may from time to time trade on their own accounts. Furthermore, the Client acknowledges the existence of the Company's interest, relationship or arrangement that is material in relation to any Instruction received or Transaction effected for the Client. In particular, the Company may, without informing the Client:

客戶特此確認，公司、公司集團及其董事、僱員或其相關聯人士可不時以他們本身的賬戶進行交易及（如屬公司）以其自身賬戶進行交易。並且，客戶確認就收取任何指示或代客戶進行的交易，公司可能存在重大利益、關係或安排。尤其是公司可在毋須知會客戶的情況下：

- (a) effect Transactions through any member of the Company Group;  
透過公司集團成員為客戶進行有關交易；
- (b) (subject to Clause 2.2) effect Transactions with the Client as principal for account of the Company and its related parties including but not limited to any Company Group or its employees, or directors;  
（受制於第 2.2 條的規定）以主事人身分為公司及其相關人士（包括但不限於任何公司集團、其僱員或董事）與客戶進行有關交易；
- (c) take position opposite to the order of the Client either for its own account or others;  
為公司或其他人的賬戶，進行與客戶的買賣盤相反的交易；
- (d) match the Client's orders with those of other Clients of the Company; and/or  
將客戶的買賣盤與公司的其他客戶的買賣盤進行配對；及/或
- (e) combine the Client's order with orders of the Company or of Company Group or other Clients of the Company for execution, and neither the Company nor its related parties shall be obliged to account to the Client or any third party for any profits or benefits received in connection therewith.  
將客戶與公司本身、公司集團或公司的其他客戶的買賣盤，合併一起，以便執行，而公司或其相關人士不需就與其上述事項有關取得的任何利潤或利益向客戶或第三者作出交代。

In the event of insufficient securities to satisfy orders so combined as mentioned in the above paragraph (e), the Company may in its absolute discretion allocate the Transactions between Clients, the Company and Company Group, having due regard to market practice and fairness to the concerned Clients. The Client acknowledges and accepts that such combination and/ or allocation may on some occasions operate to the Client's advantages and on other occasions to the Client's disadvantages.

如上述 (e) 段中提及之達成有關交易的證券不足以應付所有經合併的買賣盤，公司在適當地考慮市場慣例及客戶的公平後，有絕對酌情權在有關客戶、公司及公司集團之間分配該等交易。客戶確認和同意上述合併及/或分配會在若干情況下對客戶可能產生有利的情形而在其他情況下對客戶可能產生不利的情形。

- 2.8 All orders shall be made by the Client orally either in person or by telephone, or in writing, delivered by post, by hand or transmitted by facsimile or through Electronic Media (applicable to Account with Electronic Trading Service) at the Client's risk. The Company may act on such instructions which the Company believes to come from the Client without any duty to verify the capacity of the person giving the instruction. The Company shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond the Company's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client

hereby confirms and agrees that the Client shall be responsible to the Company for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, the Company may refuse to act on any of such instructions until the Company receives unequivocal instruction (s). 一切買賣指示須由客戶當面或透過電話、或以書面用郵寄、親手遞送或透過傳真或電子媒介（適用於使用有電子交易服務的有關賬戶）傳送而作出的，其風險概由客戶承擔。公司有權根據其有理由相信來自客戶的指示行事，並無責任查證發出指示的人士的身分。對於公司因其不能控制的任何原因（包括但不限於傳送或電腦延誤、錯誤或遺漏、罷工及類似的工業行動或任何交易商、交易所或結算所沒有履行其義務）而沒有履行在其本章則及條款下的義務，公司毋須負責。並且客戶特此確認並同意，其應就以客戶名義作出或訂立的一切允諾、債務及任何其他義務向公司負責，不論該等允諾、債務及任何其他義務是以書面或口頭形式發出和以何種方式傳達及宣稱已按上述情況發出。倘若公司收到互相抵觸的指示時，公司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 2.9 The Client understands and confirms its agreement that the Company may record conversations with the Client whether conducted on the telephone or through any other media or otherwise by tape or electronic means for security, control or record purposes.  
客戶明白並確認，其同意公司可以將公司與客戶之間的談話（不論該談話是透過電話或以任何其他媒介或以錄音帶、電子方式或其他方式進行）進行錄音，使公司能夠核證監控或紀錄有關任何事項的資料。
- 2.10 All instructions relating to purchase or sale of securities or otherwise given hereunder which may be executed on more than one Exchange may be executed on any Exchange the Company selects. The Company may also in its discretion direct the instructions of the Client to other dealers for execution without giving any notification to the Client.  
當公司收到可在一個以上的交易所執行的一切買賣指示，公司有權選擇在任何交易所執行。公司也有權將客戶的指示委派其他交易商執行而毋須通知客戶。
- 2.11 All the trading orders placed by the Client are good for the day and will be automatically cancelled at the close of business of the relevant Exchange to the extent not yet executed unless the Client has indicated to the Company to the contrary.  
除非客戶向公司另有指明，客戶的買賣盤只會在落盤當日整日有效，而於有關交易所的當日營業結束時，尚未完成部份，將會自動取消。
- 2.12 Following execution of the orders of the Client, the Company will send trade confirmations of the Transactions effected and relevant statements summarizing Transactions and securities and cash positions in the Account subject to Clause 2.11 of Part V hereof. Such trade confirmations and statements shall be conclusive and binding on the Client if not objected to in writing sent by registered mail to the Company's office within one (1) Business Day or such other period as prescribed by the Company after transmission of the information contained in such confirmations and statements to the Client. The Company may not provide the Client with monthly statements in relation to the Account in case during the relevant period there is no transaction or revenue or expense item and no outstanding balance or holding securities position in the Account.  
公司於完成執行客戶的買賣盤後，將會向客戶發出有關交易的交易確認書及結算單（惟須遵守本章則及條款第五部份中第 0 條），扼要列出有關交易及有關賬戶的證券及現金狀況。如果該等交易確認書或結算單傳送給客戶後一(1)個營業日內或公司不時規定的時間內，客戶沒有以書面形式向公司的辦事處發出掛號郵件提出異議，該等確認書及結算單便對客戶即具決定性和約束力。但如果有關月份內賬戶中沒有交易或收入或支出項目，且有關賬戶沒有存有或未償餘額或持有證券，公司毋須向客戶提供有關月結單。
- 2.13 Subject to the Applicable Laws, the Company may in its absolute discretion determine the priority in the executions of the orders received from its Clients, having due regard to the sequence in which such orders were received and the Client shall not have any claim of priority to another Client in relation to the execution of any orders received by the Company.  
受限於適用法律的前提下，公司會恰當地考慮收到客戶們指令的順序之後，可以全權決定執行指令的先後次序，就公司執行收到的任何指令而言，客戶不得要求先於另一客戶的優先權。
- 2.14 If the Services provided by the Company to the Client in relation to Derivative Products, including options, the Company shall provide to the Client upon request product specifications and copies of prospectus and any other offering document relating to such products.  
如果公司有向客戶提供有關衍生性產品（包括期權）的有關服務，公司須按照客戶的要求向客戶提供有關產品的規格、任何發售文件的副本，以及其他要約文件。
- 2.15 The Client shall make the Client's own independent judgment and decision with respect to each instruction given



to the Company. To the fullest extent permitted by the Applicable Laws, the Company is under no liability whatsoever in respect of any information or suggestion given by the Company or any of its directors, officers, employees or agents, irrespective of whatever or not such information or suggestion is given at the Client's request. 客戶須就客戶個人的獨立判斷及決定，向公司作出的指示。在適用法律允許的最大範圍內，公司毋須就公司或其董事、職員、僱員或代理人提供的（不論是否向客戶要求給予）任何資料或提議，承擔任何性質的責任。

- 2.16 The Company shall be at liberty to provide the Client with the Service (whether in whole or in part) on a Business Day and a SWT day in accordance with these Terms and Conditions to such extent and in such manner as the Company considers fit.

公司有權於營業日及惡劣天氣交易日根據本章則及條款，按公司認為合適的範圍及方式，向客戶提供有關服務（不論全部或部分）。

- 2.17 Subject to the Applicable Laws, the Company has the right to withdraw, modify, cancel or revoke the Service at any time (whether in whole or in part).

受限於適用法律，公司有權於任何時候撤銷、更改、取消或撤回有關服務（不論全部或部分）。

### 3. SETTLEMENT 交收

- 3.1 Unless otherwise agreed or the Company is already holding sufficient cash or securities on the Client's behalf to settle the Transaction, in respect of each Transaction, the Client shall, within the period as prescribed by the Company from time to time:

就每宗有關交易而言，除非另有協議或公司已經代客戶持有足以用作交收的現金或證券，否則，客戶須公司不時規定的時間內：

(a) pay the Company cleared funds or deliver to the Company securities in deliverable form; or  
支付公司可即時動用的資金或將證券以可交付之形式交付公司；或

(b) otherwise ensure that the Company has received such funds or securities.  
以其他方式確保公司已經收到此等資金或證券。

- 3.2 Unless otherwise agreed, the Client agrees that if the Client fails to make such payment or delivery of securities by the due time as mentioned in Clause 3.1, the Company is hereby authorized to:

除非另有協定，客戶同意，倘若客戶未有按照第 3.1 條在到期時限前付款或將證券交付公司，公司於此獲授權：

(a) in the case of a purchase transaction, sell the purchased securities; and  
若為買入交易，轉讓或出售任何此等購入之證券；及

(b) in the case of a sale transaction, borrow and/or purchase such securities in order to settle the Transaction.  
若為賣出交易，借入及/或購入此等出售之證券，以完成有關交易。

- 3.3 The Client hereby acknowledges that the Client shall be responsible to the Company for any loss, costs, fees and expenses incurred by the Company in connection with the Client's failure to meet the Client's obligations by the due time as set out in Clause 3.1.

客戶於此確認，由於客戶未能按第 3.1 條規定在到期時限前履行責任而導致公司承擔任何損失、成本、收費和開支，客戶必須就此向公司負責。

- 3.4 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as the Company has notified the Client from time to time.

客戶同意須就所有逾期未付款項（包括對客戶的判定債項的利息），按公司不時通知客戶而公司有絕對酌情權決定的利率支付有關利息。

- 3.5 Without prejudice to any other rights and remedies available to the Company, the Company is authorized to dispose of any of the securities or securities collateral (and the Company shall have the absolute discretion to determine which securities and securities collateral and such quantities are to be disposed of) from time to time received from or held on behalf of the Client in settlement of any liability owed by or on behalf of the Client to the Company or a third person.

在不損害公司可能享有的任何其他權利和補償的情況下，公司獲授權處置，不時公司由客戶收取或代客戶持有的證券或證券抵押品（公司絕對有權決定處置哪一類證券及證券抵押品及有關數量），以履行

客戶對公司或其他第三人負有的法律責任。

- 3.6 Without prejudice to the right of the Company under Clause 9, in respect of any amount in an Account receivable from the Client (including such amount arising from purchase of securities by the Client) and any amount in an Account payable to the Client (including such amount arising from sale of securities by the Client), the Client hereby authorizes the Company to set-off the aforesaid amounts in the Account against each other. As such, the Company is entitled to record the amounts of Transactions in an Account on a rolling balance basis.  
在不損害公司根據第 9 條可享有的權利和補償，就有關賬戶中客戶應收取款項（包括由賣出證券而產生的款項）及有關賬戶中客戶應支付款項（包括由買入證券而產生的款項），客戶謹此授權公司將上述兩類款項互相抵銷。就此，公司可以滾轉餘額形式記錄有關賬戶中的有關交易款項。
- 3.7 The time for the Client to provide sufficient cash or securities under Clause 3.1 is of the essence and if no time is notified by the Company or stipulated by the Company in such notification, the Client is required to provide sufficient cash or securities within one hour (or in a shorter period if so required by the Company) after (in case of no time is notified) the confirmation of the order for the Transaction or (in case of no time is stipulated in such notification) the time of making such notification. In view of the rapidly changing market conditions, the Company reserves the right to revise, accelerate or shorten the time for provision of cash or securities which was previously notified to the Client and the Client shall comply with such latest time limit with immediate effect. In addition to the rights set out in Clause 3.2, in case of any breach of settlement obligations in Clause 3.1, the Company is entitled to treat such breach as an Event of Default and to exercise any of the rights set out in Clause 8.  
客戶按第 3.1 條提供現金或證券的時間是非常關鍵。倘公司未有通知交收時限或公司未有在有關通知提出時限，客戶須（倘未有通知時限）在有關交易的買賣盤確定，或（倘通知中未有時限）在作出通知之後一小時內（或公司要求更短時間），客戶必須提供足夠現金或證券。鑑於市場情況迅速變化，公司保留更改、加快或縮短之前通知客戶須提供現金或證券的時限的權利，客戶必須即時遵守最新時限。倘客戶違反第 3.1 條所述交收責任，公司除可行使享有第 3.2 條所述的權利以外，還可視上述違反為失責事件並可行使第 8 條所述的權利。

#### 4. AUTHORITY 權限

- 4.1 The Client (in the case of a corporation) authorizes the Authorized Person to have full authority to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all agreements and documents relating to the Account and its operation, Transaction and the Agreement, unless otherwise provided. All such documents, instructions or orders which, if given or signed by the Authorized Person, shall be absolutely and conclusively binding on the Client provided that verbal orders or instructions from any one of the Authorized Person shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in the Account Opening Form.  
客戶（若是公司）授權其獲授權人在涉及與公司進行有關交易的一切事務上全權代表客戶，並全權代表客戶簽署與有關賬戶及其運作、交易及協議有關的協議和文件，另有規定者除外。凡由授權人發出或簽署的文件、指示或買賣指令將對客戶有絕對而不可推翻的約束力，但前提是任何授權人發出的口頭指令或指示都是真確的和具效力的，若以書面指令或指示而經親手簽署，則按照開戶表格指明的簽署指示安排。
- 4.2 If the Client is an individual who wishes to appoint Authorized Person, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company.  
如個人客戶欲指定獲授權人，除填妥開戶表格外，客戶須額外向公司呈交妥為簽署且格式是公司所指定或可接受的授權書或其他類似委任文件。
- 4.3 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and the Company is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. The Company is also not responsible to the Client with respect to the suitability, profitability, tax, legal or accounting consequences of any Transactions.  
客戶確認並同意其對所有交易承擔全部責任，而公司僅負責執行、結算和實施有關交易，且對涉及有關賬戶或有關賬戶項下任何有關交易關於介紹企業、投資顧問或其他第三方的任何行為、行動、陳述或聲明不負任何責任或義務。公司亦不就任何有關交易的合適性、盈利能力、稅務、法律或會計後果對客戶負上任何責任。
- 4.4 It is the Client's obligation to notify the Company in writing and provide to the Company the Authorized Person's particulars and the Specimen Signature(s) together with all other information as prescribed by the Company. Unless

otherwise agreed between the Client and the Company in writing, the Authorized Person is authorized to give instruction to deal with all the matters or Transactions in connection with the Account and the Service in accordance with the Account Mandate, the Specimen Signature and the Signing Arrangement except for:-

客戶必須以書面通知公司及向公司提供獲授權人的詳細資料及簽字式樣，連同附有其他由公司規定的資料。除非公司與客戶另有書面協議，獲授權人可根據帳戶指令、簽字式樣及簽署安排就有關帳戶及有關服務的所有事項或有關交易被授權發出指示，但下列事項除外：

- (a) the application for opening of new account or new services;  
申請開立新戶口或設立新服務；
- (b) any change of the Authorized Person or the Signing Arrangement; and  
更改獲授權人或簽署安排；及
- (c) any change of the correspondence address, contact number or other personal particulars of the account holder(s).  
更改客戶之通訊地址、聯絡號碼或帳戶持有人的其他個人資料。

- 4.5 Unless otherwise agreed between the Client and the Company in writing, any change in the Authorized Person and/or the Specimen Signature and/or the Signing Arrangement (whether addition or revocation and whether in whole or in part) shall remain ineffective unless and until the Company shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Company and reasonable opportunity to respond to such change, addition or revocation.

除非公司與客戶另有書面協議，任何獲授權人及/或簽字式樣及/或簽署安排的任何更改（不論是增加或撤銷及不論全部或部份）均會被視作無效，除非及直至公司已實際收到令公司滿意的關於上述更改、增加或撤銷事項的文件及/或書面授權，及有合理的機會就上述各項作出回應。

- 4.6 Unless otherwise agreed between the Client and the Company in writing, any effective change in, addition to or revocation of the Authorized Person and/or the Specimen Signature and/or the Signing Arrangement shall apply to all of the Accounts or the service.

除非公司與客戶另有書面協議，任何有效的關於獲授權人、簽字式樣及/或簽署安排的更改、增加或撤銷均適用於所有有關帳戶或服務。

- 4.7 Any advice or information provided by the Company, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction or investment advice and the Company shall be under no liability whatsoever in respect of such advice or information and the Client independently and without reliance on the Company, makes its own judgments.

凡由公司或其董事、高級職員、僱員或代理人提供的諮詢意見或資料（不論是否應邀提供），均不構成一項達成某一交易或一種投資意見的要約，公司亦不承擔這類諮詢意見或資料有關的任何責任，客戶是獨立且未依賴公司而作出其自己的判斷。

- 4.8 The Client authorizes the Company to instruct such correspondent agent as the Company may in its absolute discretion deem fit to execute Transactions and acknowledges that the terms of business of such correspondent agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

客戶授權公司向其業務代理發出公司行使其絕對酌情權而認為是適合於執行有關交易的指示。客戶確認，該業務代理的業務經營條款、進行該有關交易的任何交易所的規則以及為該交易進行結算的任何結算所的規則，均應適用於該有關交易，且對客戶具有約束力。

## 5. CLIENT'S MONEY 客戶的款項

- 5.1 The money of the Client in the Account, after discharging all the indebtedness of the Client owing to the Company, shall be treated and dealt with in compliance with the provisions of the SFO and the Client Money Rules. The money of Client, after discharging all the indebtedness of the Client owing to the Company (including without limitation for settlement of Transactions), which is received and held by the Company on behalf of the Client in Hong Kong shall be deposited with a segregated account which is designated as a trust account or Client account and maintained by the Company in Hong Kong with an authorized financial institution or any other person approved by the SFC for such purpose. The Company is authorized to withdraw client's money from the segregated account in accordance with the standing authority under the SFO.

客戶於有關帳戶中款項（在解除客戶欠公司的所有債務後）所獲取的對待及處理須符合《證券及期貨條例》及《客戶款項規則》的規定。公司代客戶於香港收取並持有的有關款項（在解除客戶欠公司的所有

債務後（包括但不限於由交收有關交易所引致的債務）將被存入公司在認可財務機構或獲證監會批准的任何其他人士處在香港維持指明為信託賬戶或客戶賬戶的獨立賬戶。公司可根據《證券及期貨條例》的規定，按照常設授權，從獨立賬戶中提取客戶的款項。

- 5.2 For so long as there exists any indebtedness to the Company on the part of the Client, the Company may refuse any withdrawal of money in the Account and the Client shall not without consent of the Company withdraw any such money.

只要客戶仍欠公司任何債項時，公司有權拒絕客戶提取款項的要求，以及客戶在未獲公司事先同意時，無權提取任何款項。

- 5.3 Subject to Clause 5.1, unless instructed to the contrary, all money for the account of the Client (less commission, charges, fees and other amounts payable to the Company) will be held on the Client's behalf at his/its/their own risk in one or more segregated Client accounts established and maintained by the Company with an authorized financial institution or other person approved by the SFC for the purposes of section 4 of the Client Money Rules, in each case as selected by the Company.

受限於第 5.1 條的前提下，除非有相反指示，否則客戶賬戶內所有款項（扣除應付公司的佣金、徵費、費用及其他款項後），將由公司因應個別情況，選擇於認可財務機構或證監會為施行《客戶款項規則》第 4 條而批准的其他人士設立及存置的一個或以上獨立客戶賬戶，代表客戶持有，風險由客戶自行承擔。

- 5.4 Unless instructed to the contrary, money relating to transaction that require settlement outside Hong Kong will be held at a bank selected by the Company in relevant country.

除非另有相反指示，否則有關在香港以外地區交收的交易的款項，將由公司在有關國家內揀選一家銀行持有。

- 5.5 Unless the Company agrees in writing to the contrary, the Client agrees that no interest will accrue for his/its/their benefit in respect of any sums held in any of the accounts referred to in Clause 5.1 and the Company is entitled to all amounts derived by way of interest from the retention in such accounts of any money held for the Client.

除非公司以書面方式表示相反意向，否則客戶同意，於第 5.1 條所述的任何賬戶內持有的任何款項總額，將不會產生任何以客戶為受益人的應計利息，而公司則有權享有因保留為客戶持有的任何款項在該等賬戶內而產生的利息。

- 5.6 The Company accepts no liability in the event of a default of any third party, including any bank, institution or other person selected by the Company, which holds money belonging to the Client and which has been paid to the third party by the Company on the Client's behalf.

公司概不就任何第三方違約而承擔任何法律責任。第三方包括任何銀行、機構或其他經公司挑選的人士，彼等持有屬於客戶而由公司代客戶支付予該第三方的款項。

- 5.7 To the extent permitted by law, the Client hereby unconditionally and irrevocably authorizes the Company, at any time and without notice to the Client, to:

於法律容許範圍內，客戶謹此無條件及不可撤銷地授權公司，可毋須通知客戶而隨時：

- (a) make such deposits with and withdrawals from any of the accounts referred to in Clause 5.1 as are deemed appropriate or necessary (in the sole and absolute discretion of the Company) for the carrying out by the Company of its services under the Agreement;

在公司全權酌情決定認為對公司根據本章則及條款提供服務為適當或必要的情況下，於第 5.1 條所述的任何賬戶內存款及提款；

- (b) transfer any available funds and/or Securities in any of the Client's accounts held with the Company to any of the Client's accounts held with any Associate of the Company for the purpose of effecting any instructions to deal in Securities given by the Client;

備取資金及/或證券，轉撥至客戶在公司的任何聯營公司人開立的賬戶內，以完成客戶發出買賣證券的任何指示；

- (c) instruct any member of the Company Group to transfer any funds standing in any account maintained by the Client with such member of the Company Group to any of the accounts maintained by the Client with the Company for the purpose of effecting any instructions to deal in Securities given by the Client; and

指示任何公司集團成員將客戶於該公司集團成員存置的任何賬戶內的資金結餘，轉撥至客戶於公司存置的任何賬戶，以完成客戶發出買賣證券的任何指示；及

- (d) combine, consolidate or merge all or any of the Client's accounts with the Company.



結合、綜合或合併客戶於公司開立的全部或任何賬戶。

5.8 The Client's authorization given in Clause 5.7 shall be treated as a standing authority given by the Client pursuant to section 8 of the Client Money Rules for the deposit, payment, transfer or otherwise withdrawal of Client money from the segregated accounts referred to in Clause 5.1 for the purposes set out in Clause 5.7. Subject to revocation by the Client in the manner set out in Clause 5.10, such standing authority shall be valid for a period of 12 months commencing from the date hereof and shall thereafter be deemed to have been renewed upon its current terms and conditions for subsequent 12-month periods if the Company shall have given to the Client not less than fourteen (14) days written notice of the impending expiry of such standing authority and the Client shall not have objected to the renewal of the standing authority upon its expiration. A written notice confirming the renewal of the standing authority shall be issued by the Company to the Client within one week from the date of expiry of the previous term. 根據《客戶款項規則》第8條，客戶於第5.7條給予的授權應被視作客戶給予的常設授權，可於第5.1條所述的獨立賬戶存入、支付、轉移或以其他方式提取客戶款項，以達致第5.7條所述目的。除非客戶按第5.10條所述方式撤銷常設授權，此等常設授權為期12個月有效（由本章則及條款日期起計）；其後若公司在此等常設授權即將屆滿時給予客戶不少於十四(14)天書面通知，而客戶於常設授權期限屆滿後未有對續期提出反對，常設授權即被視為按相同條款與條件續期12個月。公司須於常設授權上一期限屆滿後一星期內，向客戶發出確認常設授權續期的書面通知。

5.9 The Client agrees that for so long as the standing authority referred to in Clause 5.8 remains valid, it is not necessary for the Company to seek the Client's separate written direction every time a transfer or otherwise withdrawal of funds from such segregated account (s) is made for the purposes set out in Clause 5.7. However, the Company shall notify the Client in writing after such transfer or withdrawal of funds has been made. The Client's authorisation given under Clause 5.7 shall not extend to transfer or withdrawal of funds referable to the Client out of such segregated accounts for purposes other than those set out in Clause 5.7 and it shall be necessary for the Company to seek separate written directions from the Client for such purposes.

客戶同意，只要第5.8條所述的常設授權仍然有效，公司為達致第5.7條所述目的而從獨立賬戶提取資金，毋須每次均尋求客戶的獨立書面指示。然而，公司須在轉移或以其他方式提取資金後以書面方式通知客戶。客戶於第5.7條給予的授權，並不包括為第5.7條所述目的以外的目的而從該等獨立賬戶中轉移或以其他方式提取可歸劃予客戶的資金，就該等目的而言，公司須向客戶尋求獨立書面指示。

5.10 The Client's authorisation given under Clause 5.7 may be revoked by the Client at any time by written notice to the Company. Such revocation shall only take effect upon actual receipt of the written notice by the Company. Such revocation shall not affect any Transactions effected by the Company pursuant to the authorisation given under Clause 5.7 before its actual receipt of the written notice of revocation from the Client.

客戶可隨時給予公司書面通知，撤銷根據第5.7條給予的授權。然而，撤銷授權僅會在公司實際收訖該書面通知時，方會生效。撤銷授權不會影響公司實際收訖客戶撤銷授權書面通知前，根據第5.7條給予的授權進行的任何有關交易。

5.11 To the extent permitted by Applicable Laws, the Client hereby authorises the Company in its absolute discretion to elect the set-off of any amounts receivable by the Company from, and any amounts payable by the Company to, the Client where such amounts arise from:

於適用法律容許的範圍內，客戶謹此授權公司全權酌情決定，就下列各項，選擇將公司應收的任何款項與公司應付的任何款項互相抵銷：

(a) the purchase and sale by the Client of Securities of the same description due to be settled on a cash-against-delivery basis; or  
證券客戶買賣相同標的證券所產生應以交貨付款方式交收的款項；或

(b) the purchase and sale of Securities by the Client on a cash-against-delivery basis and the Company is authorised by the Client to dispose of Securities held for the Client for the purpose of settling any of the amounts payable by the Client to the Company.

客戶以交貨付款方式進行證券買賣所產生的款項，而客戶授權公司處置其為客戶持有的證券，以清償客戶應付公司的任何款項。

For the avoidance of doubt, the Company shall have the absolute discretion to elect either (a) or (b) or both.

為免生疑問，公司可全權酌情決定採納第(a)項或第(b)項或兩項皆採納。

## 6. CHARGES, COSTS, EXPENSES AND INTEREST 收費、成本、開支及利息

6.1 The Client agrees to pay to the Company all fees, charges, commissions and/or other remuneration payable on all

Transactions (including those pursuant to Clause 8) or for the operation of any of the Account or provision of any of the service to the Client at such rate as prescribed by the Company in any schedule of fees, charges, commissions and/or other remuneration published by the Company from time to time. The Client also agrees to reimburse the Company on a full indemnity basis for all applicable levies (including but not limited to levies imposed by the Exchanges, Clearing Houses and the SFC), fees, stamp duties, expenses and other charges in respect of or in connection with the Transactions. The Company may vary, revise or amend the rate or the basis of calculation of such fees, charges commissions and/or other remuneration upon not less than thirty (30) days prior written notice to the Client. Such schedule of fees, charges, commissions and/or other remuneration shall be made available to the Client upon the Client's request. The Company may impose additional charges for special services furnished at the request of the Client.

客戶同意按照公司不時公佈的費用、收費、佣金及/或其他報酬表，支付公司關於有關交易（包括任何根據第 8 條進行的有關交易）或操作任何賬戶或提供任何服務之所有費用、收費、佣金及/或其他報酬。客戶亦同意按足額彌償基準，償還公司關於有關交易之一切相關徵費（包括但不限於交易所、結算所及證監會徵收之費用）、支出和其他收費。公司有權於給予客戶不少於三十(30)天的事先書面通知後，修改、修訂或更改費率或計算基準。上述的費用、收費、佣金及/或其他報酬表可於客戶要求時提供。公司可因應客戶的要求所提供的特別服務而釐定及收取額外費用。

6.2 In addition to the charges payable under Clause 6.1, the Client agrees to pay to the Company the following and authorizes the Company to debit the same from the Account:

根據第 6.1 條客戶同意支付以下所有費用，並授權公司從客戶之有關賬戶中扣除有關費用：

- (a) all subscription, service and usage fees are payable in advance in the manner as prescribed by the Company and such fees are non-refundable;

依照公司訂明之訂購、服務及使用費用，客戶須預繳該等費用，而該等費用為不可退還；

- (b) any fee/levies charges by Exchange or other authorities;

交易所資訊許可使用費用，及/或任何交易所或其他授權機構收取之任何費用/徵費；

- (c) any other reasonable fees and charges imposed by the Company from time to time for services and facilities rendered to the Client; and

為向客戶提供服務及設施，公司不時收取之任何其他合理費用及收費；及

- (d) interest on all outstanding sums at such rate and at such mode as the Company shall determine, and the Company may at its discretion vary the rate of such fees and subscription at any time and from time to time without notice.

未結清總額之利息，須根據公司釐定之利率計算及方式支付。不論以上條文如何，公司可隨時或依酌情權於任何時間在不作出知會的情況下更改該等費用。

6.3 The Client acknowledges:

客戶確認：

- (a) that every purchase or sale recorded on the stock market operated by SEHK or notified to the SEHK is subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO and the cost of each such charge and levy attributable to the Client shall be borne by the Client; and

每宗證券買賣已在聯交所營辦的證券市場記錄或通知聯交所，須繳付投資者賠償基金徵費以及根據《證券及期貨條例》徵收的徵費；以及可歸咎於客戶的上述每項收費及徵費須由客戶負擔；及

- (b) that in the case of a default committed by the Company or its associated persons in connection with securities listed or traded on a recognized stock market (including SEHK) as defined under SFO and the Client having suffered pecuniary loss thereby, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation-Compensation Limits) Rules (Cap. 517AC of the Laws of Hong Kong) and accordingly that there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part, or at all. For Transactions which are effected in an exchange other than a recognized stock market (as defined under the SFO), the Client hereby acknowledges and accepts that the valid claims in event of any default on the part of the Company or its associated person will be subject to the rules in the relevant market.

如果公司或公司之關聯人士所犯的違責是關於任何在或將會在認可證券市場（根據《證券及期貨條例》定義，並包括聯交所）上市或交易而犯的及該等證券的關聯資產而犯有失責行為導致客戶遭受金錢上的損失，投資者賠償基金的法律責任僅限於《證券及期貨條例》及有關附屬法

例內所規定的有效索償，並須受制於《證券及期貨（投資者賠償 - 賠償限額）規則》（香港法例第571AC章）內所訂的金額上限；因此，並不保證客戶能夠從賠償基金全部或一部分收回或甚至不能收回因該失責行為而蒙受任何金錢上的損失。就一切在認可證券市場以外之交易所進行的證券買賣，若公司或公司之關聯人士有所犯的違責，客戶確認並接納有效索償須受制於有關交易所的規則約束。

- 6.4 The Client hereby agrees to the imposition upon its Account or Accounts from time to time as the Company may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as the Company may from time to time determine.

倘有關賬戶的平均貸方餘額低於公司不時決定之最低金額，客戶同意公司對有關賬戶有權收取公司不時規定的最低收費。

- 6.5 The Client agrees that the Company is entitled to solicit, accept and retain for the Company's own benefit any rebate, commission, fee benefit, discount and/or other advantage from any Transaction effected by the Company. The Company may also offer at its absolute discretion any benefit or advantage to any person in connection with such Transaction.

客戶同意公司有權，索取、接受及保留任何為客戶與任何人士完成之任何有關交易而產生之回佣、佣金、費用利益、回扣及/或類似的費用。公司亦可以行使其絕對酌情權向任何人士提供就該等有關交易有關之利益或益處。

- 6.6 The Company reserves the right to debit administration charges at such rate as the Company shall consider appropriate from the Account and such rate shall be announced by the Company in such manner as the Company shall in its absolute discretion considers appropriate in the event that no Transaction has been undertaken under the Account for more than six (6) months.

倘有關賬戶超過六(6)個月並無進行任何交易，公司保留權利從有關賬戶中扣除公司認為合適的行政費用，而有關行政費用的費率由公司訂定並由公司以其絕對酌情及認為合適的方式公布此等費率。

- 6.7 The Client shall pay to the Company all interest accrued on all sums payable by the Client to the Company calculated from the due date to the date of actual payment at such rate as prescribed by the Company and the interest shall be computed on the basis of the actual number of days elapsed in a 365-day year or a 360-day year in accordance with our prevailing practice for the relevant currency.

客戶須按公司不時規定的利率，支付需付予公司的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止及根據公司現行的對有關幣值的實務按實際天數以365天為一年或360天為一年計算。

## 7. CLIENT'S SECURITIES 客戶的證券

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

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

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

對於公司在香港代客戶保管而持有的任何證券，公司可按其酌情權決定以下處置方式：

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

（對於可註冊證券）以客戶的名義或公司代名人的名義登記；或

- (b) deposited in safe custody in a segregated account which is designated as a trust account or Client account with an authorized financial institution as defined in the SFO, an approved custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong.

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

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

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

- (a) collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Client as agreed with the Client. Where the Securities form part of a larger holding of identical Securities held for the Company's Client, the Client is entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Client the cash dividend in the absence of contrary prior written Instruction from the Client; and  
為客戶收取該證券帶來的任何股息或其他收益，並存入有關賬戶或按照與客戶議定的方式支付予客戶。當該證券為代公司的客戶持有的同一大量證券的一部份時，客戶有權根據該證券在公司持有的全部此種證券中所佔的份額，在持股產生的收益中得到相應的份額。當股息以現金股息或其他形式派發時，如客戶沒有事先書面提出不同的指示，公司有權代表客戶選擇及接受現金股息；及
- (b) comply with any directions received, in sufficient time to enable the Company to make the necessary arrangements, from the Client as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any directions received from the Client unless and until it receives all amounts necessary to fund such exercise.  
在有足夠的時間作出相應安排的前提下，公司可按客戶的指示，行使該等證券附有或授與的投票權和其他權利。如果行使該等指示需要支付有關任何費用及開支，除非及直至公司收到其所需的全部費用，否則公司或其代名人將毋須遵從客戶的任何指示。

- 7.4 The Company and its nominee are not bound to redeliver to the Client the identical Securities received from or for the Client but may redeliver to the Customer, at the office of the Company at which the Account is kept, Securities of like quantity, type and description.

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

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

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

## 8. EVENTS OF DEFAULT 失責事件

- 8.1 The following shall constitute events of default (the "Events of Default"):

下列各項應構成失責事件（下稱「失責事件」）：

- (a) the Client's failure to provide sufficient cash or securities under Clause 3.1 to fulfill settlement obligations of any Transaction;  
客戶未能提供足夠金錢或證券，以履行第 3.1 條所述的交收責任；
- (b) the Client's failure to provide sufficient Collateral, deposits, purchase consideration or any other sums payable to the Company within the time limit upon call from the Company, or to submit documents or to deliver securities to the Company hereunder when called upon to do so or on due date;  
客戶未能應公司要求及時提供足夠的有關抵押品或未能將應繳給公司的資金、購買代價或其他任何款項支付給公司，或未能按本章則及條款將任何文件呈交公司或將證券交付公司；
- (c) (for Client being an individual) the death of the Client or the Client becoming incapacitated from due performance of the terms and conditions of the Agreement;  
客戶（為個人客戶）去世或喪失妥善履行本章則及條款的任何條款和條件之能力；
- (d) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Client;  
就客戶提交破產或（視屬何情況而定）清盤呈請或展開其他類似的程序，或委任破產管理人；
- (e) the levying of an attachment against any Account;  
針對任何有關賬戶執行扣押；
- (f) default by the Client in the due performance or observance of any of the terms and conditions of these Terms and Conditions;



客戶沒有妥善履行或遵守本章則及條款任何條款和條件；

- (g) any representation or warranty made in or in pursuance of these Terms and Conditions or in any certificate, statement or other document delivered to the Company being or becoming incorrect in any material respect;  
在本章則及條款所作或根據本章則及條款所作的，或在交付給公司的任何證書、陳述書或其他文件所作的任何陳述或保證在任何重大方面是或成為不正確；
- (h) any of the consents, authorizations, approvals, licenses, or board resolutions required by the Client to enter into these Terms and Conditions being modified in a manner unacceptable to the Company or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise falling to remain in full force and effect;  
客戶簽立本章則及條款所需的任何同意、授權、批准、特許或董事會決議以公司不能接受的方式修改，或全部或部分被撤銷、撤回、吊銷或終止或期滿且沒有續期或沒有保持十足效力及作用；
- (i) the continued performance of these Terms and Conditions becomes illegal or claim by any government authority to be illegal;  
本章則及條款的持續履行構成不合法，或經任何政府部門宣稱不合法；
- (j) the Client being in breach, voluntary or otherwise, of any of the conditions contained herein or of the constitutions, rules and regulations of any Exchange or Clearing House;  
客戶（不論自願或不自願地）違反本章則及條款所載的任何條件或任何有關交易所或結算所的章程、規則和規例的條件；
- (k) material adverse change in the financial position of the Client; and  
客戶的財政狀況發生重大不利變更；及
- (l) circumstances shall have arisen or continued which, in the Company's reasonable opinion, may jeopardize its position and require it to take such action as may be necessary for its protection.  
當公司根據合理的意見認為已經發生或持續發生危害公司利益的情況而需要採取行動以保障公司。

8.2 Without prejudice to any other right or remedy which the Company may have, if any one or more Events of Default occur, the Company shall be authorized, in its absolute discretion, to take one or more of the following actions no matter separately, successively or concurrently (but shall not be bound to take any such action) :

在不影響其他權利或賠償前提下，如果發生一宗或多宗失責事件，公司應獲授權按其絕對酌情決定權分別地、連續地或同時（但非必定要）採取下列一個或多個行動：

- (a) cover any short position in the Account through purchase of securities on the relevant Exchange and subject to Clauses 3.1 and 3.2, liquidate any or all of the Collateral;  
在有關交易所，購買證券以填補有關賬戶的空倉，或受制於第 3.1 條及第 3.2 條，出售有關抵押品（部份或全部）；
- (b) dispose of any or all positions, assets or property held by the Company and/or Associate for or on behalf of the Client and to apply the proceeds thereof together with any cash deposit (s) to settle all outstanding balances owing to the Company including, without limitation, all costs, charges, legal fees, expenses, stamp duties, commissions and brokerages properly incurred by the Company in transferring or selling all or any of positions, assets or property in the Account or in perfecting title thereto;  
處置公司及/或聯營公司代客戶持有的任何或所有部位、資產或財產，並將處置上述各項所得款項以及任何結存現金用於償付對公司的所有尚未償還的欠款餘額，包括但不限於，公司在轉讓或出售賬戶項下全部或任何部位、資產或財產，及完善權益過程中所合理地衍生的全部成本、費用、法律費用及開支、印花稅、佣金和經紀費等支出；
- (c) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client and/or decline to take any orders from the Client;  
取消代表客戶作出的任何或一切未完成買賣盤或合約或任何其他承諾及/或拒絕接受客戶的買賣盤；
- (d) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Company as security for the Account(s)  
要求履行任何擔保，包括但不限於可能作為有關賬戶的抵押品而發給公司或以公司為受益人的任何擔保書和信用狀；
- (e) set-off, combine, consolidate, realize and/or sell all or any of the accounts maintained by the Client with the Company and any Company Group (including any money or Client securities or Collateral or other properties

- under such accounts);
- 抵銷、合併、綜合、變現和/或出售全部或任何客戶與公司或任何公司集團成員開立之賬戶（包括該等有關賬戶中的任何款項、客戶證券、有關抵押品或其他財產）；
- (f) close out any or all open positions under the Account in such manner as the Company in its absolute discretion considers fit provided that the Company shall not be held liable for any loss or damages in connection therewith;  
按公司絕對酌情決定的方式，將任何或一切客戶持有的未平倉合約予以平倉，惟本行對因此而造成的損失或損害毋須負責；
- (g) borrow or buy in any property whatsoever found necessary by the Company or required to make delivery against any sale (including a short sale) effected for the Client;  
就為客戶進行的任何出售（包括拋空）、借入或買入公司認為必要或作出交付所需的任何財產；
- (h) exercise any of its rights under these Terms and Conditions; and/or  
行使根據本章則及條款之任何權利；及/或
- (i) terminate all or any part of these Terms and Conditions and the Agreement forthwith,  
立即終止本章則及條款及/或協議之全部或任何部分。

**PROVIDED ALWAYS THAT** a prior tender, demand for any Collateral or deposit or call of any kind from the Company, or prior or outstanding demand or call from the Company, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Company's rights granted by these Terms and Conditions. 前提是，公司發出事先提交、要求提供有關抵押品或按金或任何種類的催繳通知書，或公司發出事先或未了結的要求或催繳通知書，或買賣的時間和地點的通知，不應被視為放棄本章則及條款授予公司的任何權利。

- 8.3 In the event of sale of any Client securities or the Collateral or liquidation of the Accounts in Clauses 8 or 9 or Clause 2 of the Additional Terms for Margin Account, the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has already used reasonable endeavours to sell or dispose of any of Client securities and the Collateral and/or close out or liquidate any outstanding position in the Account under the prevailing market conditions. The Company is also entitled to exercise its own judgment in determining the time of the aforesaid sale or disposal or liquidation and to sell or dispose of any of such properties at current market price to any Company Group (including the Company) without any responsibility for any loss occasioned or being accountable for any profit made by any Company Group.  
依照第 8 條及第 9 條或保證金賬戶之附加條款中第 2 條作出任何出售客戶證券、有關抵押品或斬倉時，無論由於何種原因導致任何損失，只要公司已經作出合理的努力，根據當時市場情況出售或處置部分或全部客戶證券或有關抵押品及/或將有關賬戶中任何持倉平倉或斬倉，公司則不須為此等損失負責。公司有權自行判斷，決定何時沽出或處置上述有關抵押品及/或將任何持倉平倉或斬倉，亦有權以當時市場價格轉讓給公司集團成員（包括公司）任何客戶證券或有關抵押品，如因此導致客戶任何損失，及對公司集團成員因此取得之利益，公司概不負責。
- 8.4 After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 8.2, the Company may apply any remaining proceeds to the payment of any liabilities the Client may have to the Company; and in the event such proceeds are insufficient for the payment of liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to the Company and indemnify and hold the Company harmless against any differences or deficiencies arising therefrom or in any Account, together with interest thereon and all professional costs (including solicitor's and counsel's fees on a full indemnity basis should the Company in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by the Company in connection with the enforcement of any outstanding position in the Account which shall be for the account of the Client and properly deductible by the Company from any funds of the Client in its possession.  
在扣除就採取第 8.2 條所述的任何行動所招致的一切費用和開支後，公司可將任何剩餘收益用於支付客戶可能欠公司的任何債務；並且如果該等收益不足以支付債務，則儘管仍未到原來規定結算時間，客戶須應要求立即向公司支付因此產生的或在任何有關賬戶的任何差額或不足之數，連同其利息和一切專業費用（如果公司按其絕對酌情權將該事宜提交法律顧問，則包括以完全彌償基準賠償律師和大律師費用）及/或公司就執行於有關賬戶尚未完成的交易而招致的損失須由客戶支付且可由公司從其管有的客戶的任何資金適當扣除的支出，並且客戶須就該等差額或不足之數、利息、專業費用和支出對公司作出彌償，使公司不受上述各項的損害。

- 8.5 Without prejudice to Clause 8.4, the Company may place any of the proceeds obtained from performing any actions in Clause 8.2 to the credit of a suspense account with a view to preserve the rights of the Company to prove for the whole of the Company's claim against the Client in the event of any proceedings in or analogous to bankruptcy, liquidation or arrangement for so long as the Company in its absolute discretion determines without any obligation to apply the same or any part thereof in or towards discharge of any debts or liabilities due to or incurred by the Client to the Company.

在不損害上述第 8.4 條條款的前提下，公司可有絕對酌情權將根據第 8.2 條所得任何款項存放於一個暫記賬戶內的貸方，公司毋須將全部或部份所得用以抵銷客戶對公司之負債，藉以保留公司於客戶破產、清盤、債務安排或類似程序出現時，公司可作全數債權證明之權利。

- 8.6 The Client acknowledges that the rights the Company is entitled to exercise under this Clause 8 are reasonable and necessary for its protection having regard to the nature of the securities and margin trading, in particular the volatility in the prices at securities.

考慮到進行證券、保證金融資之業務的性質，特別是證券價格的波幅，客戶確認公司根據第 8 條可行使的權利為合理的及必要的保障。

## 9. LIEN AND SET OFF 留置權及抵銷權

- 9.1 In addition to and without prejudice to any general liens, right of set-off or other similar rights to which the Company is entitled under law or these Terms and Conditions, all securities, receivables, money (in any currency) and other property of the Client (held by the Client individually or jointly with others) held by or in possession of the Company at anytime shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Client's obligations, arising from the Transactions or otherwise, to the Company and any Company Group.

在不損害公司依照法律或本章則及條款有權享有的一般留置權、抵銷權或相類似權利及本條款項下的權利為額外附加權利的前提下，對於客戶交由公司持有或在公司存放之所有證券、應收賬以及任何貨幣款項及其他財產的權益（包括個人或聯名客戶），公司均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行有關交易或其他原因而對公司及公司集團成員負上的所有責任。

- 9.2 In the event that the Client has more than one account (of any nature whatsoever including accounts of other Clients guaranteed by the Client and whether in single or joint names) maintained with the Company or any Company Group, in addition to and without prejudice to any general liens or similar rights, the Company may by itself or as agent of any Company Group at any time, and without notice to the Client, combine or consolidate all or any of them and set-off or transfer any monies or any other properties standing to the credit of any one or more of them in or towards satisfaction of any of the liabilities to the Company or Company Group of the Client on any such accounts or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of dealings in securities or under guarantees or indemnities or any other instruments whatsoever given or assumed by the Company at the Client's request, whether such liabilities are present or future, actual or contingent, primary or collateral and joint or several.

如果客戶擁有超過一個與公司或公司集團開立的賬戶（任何性質的且不論是個人名義或聯名的），公司可以其自身名義或作為公司集團之代理人在任何時候在沒有向客戶發出通知的情況下合併或綜合所有或任何該等賬戶，並抵銷或轉撥存於任何一個或多個該等賬戶貸方的任何款項、證券和其他財產以償還客戶在任何該等賬戶或在任何其他方面欠公司或公司集團成員的任何債務，包括任何未過期之定期的或有關證券交易的貸款或通融下的債務，或公司應客戶的要求作出或承擔的任何擔保或彌償或任何其他文據下的債務，不論該等債務是現在或將來的、實質或或有的、基本的或附帶的及共同或各別的。

- 9.3 Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by the Company and binding in all respects upon the Client) utilized by the Company in the Company's normal course of business for such currencies at the time of the combination or set-off.

如果任何該等抵銷或合併需要將一種貨幣兌換為另一種貨幣，該兌換應按在進行合併或抵銷時公司在其正常業務運作中就該等貨幣所用的匯率（由公司決定，並在一切方面對客戶有約束力）計算。

- 9.4 The right of set off in this Clause 9 is a continuing security and is in addition and without prejudice to any security interest the Company may now or hereafter hold. In respect of any payments to set off any liabilities or obligations of the Client to any other Group Company, the Company shall not be concerned with whether or not such liabilities or obligations exist provided demand has been made on the Company by any other Group Company.

本第 9 條條文賦予的抵銷權利將為一持續性抵押及將會附加於和不會損害任何公司現時或以後所持有的抵押品。有關以任何付款以抵銷客戶於其他公司集團的任何負債或義務，公司只需接獲其他公司集團的要求，而毋顧及該負債或義務是否存在。

- 9.5 Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which the Company may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set off arising by law or rights granted to the Company by Clause 8 or 9 or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by the Company.
- 本章則及條款內的任何規定不應限制任何一般留置權或公司根據法律或其他依據而可能享有的其他權利或留置權的實施，並且根據本章則及條款授予的抵銷權利是在根據法律而產生的一般抵銷權利或第8條或第9條授予公司的權利或公司現在或此後持有的任何留置權、擔保、匯票、票據、抵押或其他保證之外的權利，並且不損害上述各項權利。

## 10. ASSIGNMENT AND SUCCESSION 轉讓及繼任

- 10.1 The Client shall not assign any rights or obligations under these Terms and Conditions without prior consent of the Company.
- 在未有獲得公司事先同意下，客戶不可轉讓本章則及條款的任何權利或義務。
- 10.2 Subject to the provisions of the SFO and any Applicable Laws, the Company may assign any rights or obligations under these Terms and Conditions to another person after written notice to the Client.
- 在遵守《證券及期貨條例》及任何適用法律的前提下，公司可在書面通知客戶後轉讓本章則及條款的任何權利或義務予其他人。
- 10.3 All the provisions of these Terms and Conditions shall survive any changes or successions in the Company's business and shall be binding, where the Client is a corporation upon its successors, where the Client is a partnership upon the partners and their personal representatives, and where the Client is an individual upon his personal representatives.
- 本章則及條款的全部條文應在公司的業務變更或繼承後仍然有效；如果客戶是一家公司，該等條文應對其繼任人有約束力；如果客戶是合夥企業，則該等條文對合夥人及他們的遺產代理人有約束力；如果是個人客戶，則該等條文對其遺產代理人有約束力。

## 11. LIABILITY AND INDEMNITY 責任與賠償

- 11.1 The Company will use all reasonable endeavors to comply with and carry out instructions given by the Client and accepted by the Company concerning the Accounts or Transactions but neither the Company nor any of its directors, employees or agents (save where it has been established that they or any of them have acted negligently, fraudulently or in willful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:
- 公司將盡一切合理努力遵從並執行客戶發出而公司已接受的有關於有關賬戶或有關交易的指示，但凡因下列原因而令客戶蒙受的任何損失、費用或損害，公司或其董事、僱員或代理人均不負有任何性質（不論是合約責任、侵權責任還是其他責任）的任何責任（證實是由他們或他們之中任何一人的疏忽、欺詐或故意失責所造成的除外）：
- (a) any inability, failure or delay on the part of the Company to comply with or carry out any such instruction or any ambiguity or defect in any such Instruction; or  
公司無能力遵守或執行，或者沒有遵守或執行，或者延遲遵守或執行任何上述指示，或任何上述指示不明確或有瑕疵；
  - (b) the Company in a good faith acting or relying on any instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by the Company or any members of the Company Group or by any of its or their directors, employees or agents;  
公司真誠地依循客戶所發出的任何指示行事或信賴客戶所發出的任何指示，不論這些指示是否得到公司或任何公司集團成員或兩者的任何董事、僱員或代理人所提出的建議、諮詢或意見後發出的；
  - (c) the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, correspondent agent, other Company or person whatsoever to perform its obligations;  
公司因任何非其能控制的原因而未能履行其在協議中的義務，包括任何政府或監管方面的限制、任何交易所（或其任何部門）的關閉或裁定、買賣中止、傳輸或通訊或電腦設施事故或故障、郵政或其他系統的罷工或類似工業行動、交易所、結算所、業務代理、任何其他公司或人士未能履行其義務；



- (d) any Exchange, Clearing House, correspondent agent or other Company ceasing for any reason to recognize the existence or validity of Transactions entered into by the Company on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligation hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or  
任何交易所、結算所、業務代理或其他公司以任何原因不再承認公司以客戶名義達成的交易之存在或有效性，或者不履行或停止履行任何相關合同，但前述之終止承認或不履行不應影響與任何前述合同的有關協議項下客戶義務，也不應影響因任何前述合同而產生之客戶負有的其他義務或債務；或
- (e) the mis-understanding or mis-interpretation of any instruction given or place verbally or electronically or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of instructions transmitted by telecommunication devices and all other related equipment, facilities and Service.  
錯誤理解或錯誤解釋任何口頭或電子形式發出的指示，或因電子傳輸線路阻塞或任何其他原因而導致的延遲傳輸或錯誤傳輸，或任何持續運作系統的機械性故障、機能失常、暫停或終止運作，或是與通過電訊設備傳輸的指示的接收和處理有關的公司電話或電訊系統或裝置及其他相關設備、設施及有關服務的可用率不足、機械性故障或不足夠。

11.2 The Client agrees to fully indemnify and keep indemnified the Company and the members of the Company Group and its correspondent agents and their directors, officers, employees and agents (collectively "**Indemnified Persons**") against any loss, cost, claim, liability or expense, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons, arising out of or in connection with any Transactions, or otherwise arising out of any action or omission by the Company in accordance with the terms of the Agreement (save where it has been established that the Company has acted negligently, fraudulently or in wilful default) or arising out of any breach by the Client of any of its obligations under the Agreement, including any costs reasonably incurred by the Company in collecting any debts due to the Company or any unpaid deficiency in the Account, in enforcing the rights of the Company hereunder or in connection with the closure of the Account, and any penalty charged to the Company by any Exchange and/or Clearing House.

客戶同意，對於因任何交易而導致的或與之有關的，或因公司依照協議規定而採取或不採取任何行動而導致的（證實是由公司的疏忽、欺詐或故意失責所造成的除外），或因客戶違反其在協議中任何義務而導致的，且是公司和公司集團成員、其業務代理及他們各自的董事、高級職員、僱員和代理人（統稱「**受償人**」）中任何一個和/或全體所蒙受或發生的損失、成本、索賠、責任或費用（含法律費用），包括公司在追收欠公司的任何債務或賬戶項下任何尚未支付的不足款額過程中，及在強制執行協議項下公司權利或與有關賬戶結束有關公司權利過程中所合理發生的任何費用，還包括任何交易所和/或結算所對公司徵收的任何罰款，客戶都將對受償人作出充分賠償，並持續對受償人作出賠償。

## 12. EXCLUSION OF LIABILITY 免責

12.1 To the extent permitted by the Applicable Laws, the Company accepts no liability for any loss or damages the Client sustains or suffers directly or indirectly arising out of any default, negligence, act or omission of any Correspondent Agent, counter-party, custodian, sub-custodian, professional advisors, brokers, dealers, agents or of any party contracted or retained for the purposes hereunder. Further, the Company gives no warranty as to the solvency of any Correspondent Agent, counter-party, custodian, sub-custodian, professional advisors, brokers, dealers or agents. 於適用法律容許範圍內，對於任何業務代理、交易對手、託管人、附屬託管人、專業顧問、經紀、交易商、代理人或任何締約方或根據協議聘用的任何人士的錯失、疏忽、作為或不作為而直接或間接導致客戶的損失或損害，公司毋須承擔任何責任。此外，公司對任何業務代理、交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人償債能力不給予任何保證。

## 13. WARRANTIES, UNDERTAKINGS AND REPRESENTATION 保證、承諾及聲明

13.1 The Client hereby undertakes, represents and warrants on a continuing basis that:  
客戶特此向公司作出以下持續的承諾、聲明和保證：

- (a) the information given by the Client, or on the Client's behalf, to the Company in the Account Opening Form or otherwise in connection with the opening of any Account is true, full and complete and the Company shall be entitled to rely on such information until the Company receives written notice from the Client of any

- changes thereto;
- 客戶或代客戶向公司就開立任何有關賬戶而發給公司的開戶表格或其他文件中的資料全屬真實、全面和完整的，且公司有權依賴該等資料，直至公司收到客戶有關任何變更的書面通知為止；
- (b) the Client has full power and authority to execute and deliver these Terms and Conditions and the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
- 客戶有全面的權力執行及交付本章則及條款及協議及其他任何有關之文件，有全面的權力履行協議下的義務及每項交易，並且已採取一切必要的行動授權上述各項的執行、交付及履行；
- (c) any such execution, delivery and performance will not violate or conflict with any Applicable Law to or binding on the Client or oblige the Client to create any lien, security interest or encumbrance on the Client's asset;
- 任何上述條文提及的執行、交付及履行將不會違反或違背任何對客戶具約束力的適用法律，或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (d) no one except the Client (unless otherwise disclosed to the Company pursuant to Clause 15) has an interest in the Account(s);
- 除客戶外沒有任何人在有關賬戶擁有任何權益，除非已向公司根據第 15 條作出披露；
- (e) save as disclosed by the Client to the Company pursuant to Clause 15 with the consent given by the Company, 根據第 15 條作出披露並獲得公司的同意除外，
- (i) the Client enters these Terms and Conditions as a principal and is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the person (s) signing these Terms and Conditions as the Client has or will have any beneficial interest in these Terms and Conditions; and
- 客戶以主事人身分簽立本章則及條款，並且客戶本身獨立進行交易而不是作為任何其他人的代名人或受託人而進行交易，而且不存在客戶以外的任何人據以在本章則及條款中或在根據本章則及條款作出的任何有關合約中擁有或將擁有任何權益的安排；及
- (ii) the Client is the ultimate beneficiary of the Account and the person ultimately responsible for originating instruction about Transactions;
- 客戶為有關賬戶的最終受益人及為最初負責發出有關交易的指示的人士；
- (f) all governmental, regulatory and other consents that are required to have been obtained by the Client in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been complied with;
- 客戶就協議需取得所有政府、監管機構或其他方面的同意已取得並完全有效。所有上述同意的全部條件亦已經遵守；
- (g) these Terms and Conditions and its performance and the obligations contained in it do not and will not contravene any Applicable Laws, contravene any provisions of the memorandum and articles or bye-laws (for corporate Client), or constitute a breach or default under any agreement or arrangement by the Client is bound;
- 本章則及條款及其履行及所載的義務不會及將不會違反任何適用法律、違反公司章程條文或附例（如客戶是法團）、或構成客戶受其約束的協議或安排所指的違反或失責事宜。
- (h) the Client will comply with the Applicable Laws and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of the Client and us from time to time;
- 客戶將遵守所有不時適用於公司及客戶的任何相關司法管轄區、交易所、市場或監管機構的適用法律及披露要求；
- (i) the Client will promptly give/or procure to be given to the Company such information and assistance as the Company may require to enable us to assist or achieve compliance with any of the obligations under the Agreement;
- 客戶須即時提供或設法提供予公司所需的相關資料及協助以便公司可履行及遵守協議下的義務；
- (j) where the Account is a client account, the Client has put in place reliable system to verify client identity and proper systems and controls to allocate funds in the pooled account to the individual underlying clients.

Further, the Client is satisfied as to the source of the funds used to open the Account or passing through the Account;

當有關賬戶是客户賬戶時，客戶設有可靠的制度去確認客戶的身分及有適當的制度及控制對將存放於已混合的戶口的款項再分配予背後的個別客戶。另外，客戶對於開立賬戶及存入賬戶的款項的來源有確切的了解；

- (k) subject to any security interest of any Company Group and the information disclosed to the Company, all properties including but not limited to securities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client and the Client will not charge, pledge or allow to subsist any charge or pledge or grant any option over such properties without the Company's prior consent;

受制於任何集團公司之抵押品權益及已向公司提供的資料，一切由客戶提供用作出售或貸入賬戶之財產（包括但不限於證券）均已繳足價款，且具有有效及妥當的業權，客戶並擁有此等財產之法定及實益業權，客戶亦承諾在未得公司的事前同意前，不會抵押、質押或就該等財產允許存有任何抵押或質押或認購權；

- (l) the Client has received, read and understood the contents of the Risk Disclosure Statement and the Client has sufficient experience to assess the suitability of the Transactions contemplated under these Terms and Conditions;

客戶已收到、閱讀和理解風險披露聲明的內容及其擁有足夠經驗，能評定根據本章則及條款進行的有關交易是否合適；

- (m) where the Client or any one of them is a body corporate (in respect of such person) :-

如果客戶或他們其中之一是法團（就該人而言）：

- (i) it is corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;

其為根據其註冊成立所在國的法律正式組建和合法存在的公司，並且其為在其他進行業務所在的每一個國家正式組建和合法存在的公司；

- (ii) these Terms and Conditions has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;

本章則及條款經由客戶的有關公司行動有效地批准，並在簽署和交付時將按本章則及條款的條款構成客戶的有效和有約束力的義務；

- (iii) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Company are true and accurate and still in force; and  
交付給公司的客戶的公司註冊證明書或註冊證明書、章程、規程或組織大綱和組織細則或構成或規定其組成的其他文據以及董事會決議的各自之經核證的真實副本，均是真實和準確的並仍然有效；及

- (iv) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up the Client;

並未曾採取，或目前沒有採取任何步驟，以就客戶的資產委任接管人和/或管理人或清盤人或對客戶進行清盤；

- (n) where the Client or any one of them is an individual, the Client is legal capable of validly entering into and performing these Terms and Conditions and is of sound mind and legal competence and is not a bankrupt; and

如果客戶或其中之一是個人，客戶在法律上能夠有效地簽訂和履行本章則及條款，並且精神健全及有法律資格，而且不是破產人；及

- (o) where the Client is a partnership and business is carried on under a firm's name, these Terms and Conditions shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise.  
如果客戶是合夥商行並以一個商行的名義經營業務，本章則及條款就一目的而言應繼續有效並有約束力，即使因引入新的合夥人或因當其時經營業務或組成商行的任何合夥人去世、精神錯亂或破產或退休或其他原因使合夥商行或商行的結構發生任何變化亦然。

- 13.2 To the extent permitted by law, the Client warrants and undertakes to ratify and confirm at our request any act, deed, thing or matter lawfully done or caused to be done by the Company in the proper performance of our duties or obligations hereunder.  
於法律容許範圍內，客戶保證及承諾按公司的要求追認及確認任何公司合理地履行本章則及條款的責任或義務時合法地所作出的行為、契據、事項或作為。
- 13.3 To the extent permitted by law, the Client warrants and undertakes to keep the Company and the Company's agents and employees fully and effectively indemnified against all costs, charges, liabilities and expenses whatsoever incurred by the Company pursuant to or in connection with our lawful acts hereunder.  
於法律容許範圍內，客戶保證及承諾全部及有效地彌償公司及公司的代理人及員工因公司行動而產生的所有成本、費用、責任及支出。
- 13.4 The Client undertakes to notify the Company immediately upon the occurrence of any material changes in the information supplied in these Terms and Conditions and/or the Account Opening Form. In particular, the Client agrees to inform the Company of any change in contact information (including address and telephone number) upon occurrence of such changes. In event that in exercising its rights or discharging its duties under these Terms and Conditions, the Company cannot communicate with the Client using the latest contact details provided by the Client for over a period of seven (7) days, the Client agrees that this provides sufficient evidence of material breach of the Agreement by the Client which constitutes an Event of Default under Clause 8.1(g).  
客戶承諾，在本章則及條款和/或開戶表格中提供的資料發生任何實質性變更時立即通知公司，客戶尤其同意當客戶之通訊地址及聯絡資料有變更時，客戶須即時通知公司有關變更。倘公司在七(7)日內仍未能以客戶提供之最新聯絡資料與客戶聯絡以行使或履行根據本章則及條款之權利或義務，客戶同意此事構成證明客戶嚴重違反本章則及條款之充分證據，並成為一項失責事件（見第 8.1(g) 條）。
- 13.5 The Company will notify the Client of any material change to the following:  
公司將把下列各項的重大變更通知客戶：
- (a) the name and address of its business;  
其業務名稱和地址；
  - (b) its registration status with the SFC and its Central Entity (CE) number;  
其在證監會的註冊狀況及其中央編號；
  - (c) the description of the nature of services provided by it; or  
其提供的服務性質的說明；或
  - (d) the description of the remuneration payable to the Company and the basis for such payment.  
應付給公司之報酬的說明和支付基準。

#### 14. INFORMATION GIVEN TO CLIENT 向客戶提供資訊

- 14.1 The Company may provide financial market data, quotes, news, research or other information, including graphic images (collectively, the “**Information**”), to Client by means of hardcopy, conversation, Electronic Media, website operated by the Company or otherwise (no matter in writing or verbally). The Client acknowledges that the rights in the Information are the property of the Company Group, the information providers or the licensors (the “**Information Providers**”) and are protected by applicable copyright and other intellectual property laws and the Client is allowed to use the Information on the agreement of not engaging in any actions which may infringe the rights of the Information Providers.  
公司可透過印本、談話、電子媒介、其網站或其他方式（不論書面或口頭）向客戶提供金融市場的資料、報價、新聞、研究或其他資訊，包括圖形圖像（統稱「**有關資訊**」）。客戶確認有關資訊的產權屬於公司集團、其資訊提供者或其特許人（統稱「**資訊提供者**」），並且受適用的版權及其他知識產權法律所保護。
- 14.2 The Client acknowledges that none of the information Providers makes any representation or warranty of any kind (including but not limited to warranties of merchantability or fitness for any particular use) and does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of the Information. In particular owing to market volatility and possible delay in data-transmission process, the market data containing in the Information may not be real-time market quotes for the relevant products. While the Company believes such data to be reliable, it has no independent basis to verify the accuracy or completeness of the Information provided. No recommendation or endorsement from the Company shall be inferred from such data.  
客戶確認資訊提供者不就有關資訊作出任何類別的任何聲明或保證（包括但不限於可商售性保證或適合



某一特定用途保證)以及不會確保有關資訊的及時性、次序、準確性、足夠或全面性,尤其由於市場波動或傳送數據之延誤有關資訊中投資產品的市場報價未必實時。雖然公司相信該等數據為可靠,但公司未就此作出獨立核證其資料正確或完全。客戶不應認為公司對該筆數據作出任何推薦或贊許。

- 14.3 The Client acknowledges that the Information is provided for informational purpose only and should not be used as a basis for making business, investment or any kind of decision and the Information Providers do not accept any responsibility or liability for any loss or damage howsoever arising from any person acting or refraining from acting in reliance on the Information.

客戶確認有關資訊的提供是僅為參閱之用,不應該用以作出商業或投資以及其他類別的決定之根據。資訊提供者不會就任何人士依賴該等有關資訊行事或不行事而引致的任何損失或損害賠償或承擔任何責任。

## 15. CLIENT CONSENTS UNDER HKIDR AND OTCR 有關香港投資者識別碼制度及場外證券交易匯報制度客戶同意

- 15.1 The Client acknowledges and agrees that the Company may collect, store, process, use, disclose and transfer personal data relating to the Client (including CID and BCAN(s)) as required for the Company to provide the Services to the Client in relation to Securities listed or traded on SEHK and for complying with the rules and requirements of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes:

客戶確認並同意,公司為了向客戶提供與在聯交所上市或買賣的證券相關的服務,以及為了遵守不時生效的聯交所與證監會的規則和規定,公司可收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料(包括客戶識別信息及券商客戶編碼)。在不限制以上的內容的前提下,當中包括:

- (a) disclosing and transferring the personal data belonging to the Client (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;

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

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

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

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

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

- 15.2 The Client also agrees that despite any subsequent purported withdrawal of consent by the Client, the personal data belonging to the Client may continue to be stored, processed, used, disclosed or transferred for the purposes specified in Clause 15.1 of Part II of these Terms and Conditions after such purported withdrawal of consent.

客戶亦同意,即使客戶其後宣稱撤回同意,公司在客戶宣稱撤回同意後,仍可根據本章則及條款條文第二部份第 15.1 條繼續儲存、處理、使用、披露或轉移客戶的個人資料以作上述用途。

- 15.3 The Client acknowledges and confirms that failure to provide the Company with the personal data belonging to the Client or consent as described above may mean that the Company will not, or will no longer be able to, as the case may be, carry out the trading instructions of the Client or provide the Client with Securities-related services (other than to sell, transfer out or withdraw the existing holdings of Securities of the Client, if any).

客戶確認及同意如未能向公司提供個人資料或上述同意,可能意味著公司不會或不能夠再(視屬何情況而定)執行客戶的交易指示或向客戶提供證券相關服務,惟出售、轉出或提取客戶現有的證券持倉(如

有) 除外。

- 15.4 The Client confirms that the type of identity document(s) provided to Company for the purpose of establishing CID of the Client is in accordance with the Order of Priority and further undertake to provide the Company with certified true copies of any updated version(s) of the relevant identity document(s) from time to time hereafter as soon as they are available.

客戶確認其為確立客戶識別信息向公司提供的身份證明文件符合優先順序，並進一步承諾倘日後一旦獲得相關身份證明文件的任何更新版本，將向公司提供該版本的經核證副本。

## 16. DISCLOSURE OF INFORMATION 客戶資料之披露

- 16.1 Subject to the provisions of these Terms and Conditions, the Company will keep the information relating to the Accounts confidential. The Client acknowledges that there are laws, rules and regulations of the relevant markets and Exchanges which contain provisions requiring the Company upon the request of SEHK, the SFC and/or any other regulator in Hong Kong (collectively, “**relevant regulators**”) having jurisdiction over the Transactions, to disclose details of the Transactions, the name of the Client, beneficial identity of the Transactions and such other information concerning the Client as any such relevant regulators may require and that the Client agrees to provide such information concerning the Client as the Company may require in order for the Company to comply with the requirements.

根據本章則及條款條文，公司必須為有關賬戶內的資料保密。客戶確認根據有關市場和交易所、規則和監管之條文下，在聯交所、證監會或其他香港的監管機構（下稱「**有關監管機構**」）的法律要求下，公司需透露有關賬戶中交易的詳情、客戶姓名或名稱、受益人身分和客戶的其他資料，客戶同意提供該等資料予公司以符合有關要求。

- 16.2 Without limiting the disclosure to anything provided in Clause 16.1, the Client hereby irrevocably authorizes the Company and any other Company Group, without further notice and consent from the Client, to disclose to any personal information, reports, records or documents pertaining to the Account together with such other information as may be required or the Company may deem appropriate and to produce computerized record or other document relating to the Client and the Account if that disclosure is required by the relevant regulators for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in the Company’s or the Client’s interest or is made with the Client’s expressed or implied consent.

沒有限制任何於第 16.1 條的披露，客戶茲不可撤銷地授權公司和其他公司集團成員，在有關監管機構要求以協助其調查或查詢或司法管轄權之法院要求或為公眾利益或為公司或客戶的利益或客戶作出明示或暗示同意的情況下，有權在毋須通知客戶及獲其同意的情况下，向任何人披露有關賬戶資料、報告、記錄或屬於有關賬戶的文件和其他合適資料，且公司可適當地製造一份有關客戶和客戶賬戶的電腦記錄或其他文件。

- 16.3 The Client further agrees that the Company may, whether during the continuance or after the termination of these Terms and Conditions, without notice to the Client, disclose any information relating to the Client and the Account(s) to any other Company Group, or to any assignee of any of the rights or obligations of the Company under these Terms and Conditions.

客戶亦同意公司可於本章則及條款繼續有效時或終止後，在毋須通知客戶的情況下，披露任何有關客戶和有關賬戶的資料給予任何其他公司集團成員或任何根據本章則及條款賦予公司的任何權利或義務的承讓人。

- 16.4 The Client shall, in accordance with the requests of the relevant regulators, provide the information about the identity, address and contact details (“**identity details**”) of the following persons:

客戶須應有關監管機構之要求，向其提供以下人士有關其身分、地址及聯絡詳情（下稱「**身分詳情**」）或其他關於客戶之資料：

- (a) the client,  
客戶；
- (b) the person or entity ultimately responsible for originating the instructions in relation to the Transactions, or  
就有關交易而言，最終負責最初發出該等交易的指示的人士或實體；或
- (c) the person or entity to gain the commercial or economic benefit of the Transactions and/or bear its  
commercial or economic risk;  
將會從該等交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士或實體；

or such other information concerning the Client as any relevant regulator may require in order for the Company to comply with the applicable laws and regulations and the Client authorizes the Company to provide such information to such relevant regulator without further consent from or notification to the Client.

或有關客戶的其他資料以協助公司遵守適用的法律及規則。客戶並且授權公司將上述資料向有關監管機構透露，而毋須徵詢客戶的同意或通知客戶。

- 16.5 Without prejudice to Clause 16.4, if the Client effects Transactions for the account of its Clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions as principal with any Clients of the Client, the Client agrees that, in relation to a Transaction where the Company has received an enquiry from the relevant regulators, the following provisions shall apply:

在不損害第 16.4 條的前提下，若果客戶執行其客戶之有關交易，不論是全權委託與否，不論作為代理人或以主事人身分進行有關交易，客戶同意在有關交易被任何香港監管機構諮詢時，如下條款將會適用：

- (a) Subject to as provided below, the Client shall, immediately upon request by the Company, inform the relevant regulators of the identity details of the Client for whose account the Transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transaction. The Client shall also inform the relevant regulators of the identity details of any third party (if different from the Client /the ultimate beneficiary) originating the Transaction.

根據以下條款，在公司要求下，（其要求必須包括有關監管機構的聯絡細節）客戶必須立即通知有關監管機構客戶或（客戶所知悉的）賬戶最終受益人的身分詳情，客戶必須通知有關監管機構有關任何最初發出交易指示的第三者（若果與客戶最終受益人不同）的身分詳情。

- (b) If the Client effects the Transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall:

如客戶進行的有關交易屬於集體投資計劃、全權委託賬戶或全權委託信託，客戶必須：

- (i) immediately upon request by the Company (which request shall include the relevant contact details of the relevant regulators), inform the relevant regulators of the identity details of the person(s) who, on behalf of the scheme, account or trust, has instructed the Client to effect the Transaction; or immediately upon request by the Company (which request shall include the relevant contact details of the relevant regulators), inform the relevant regulators of the identity details of the person who has given the instruction.

盡快通知公司當其為該計劃、賬戶或信託投資的酌情權已被否決。如客戶的投資酌情權被否決，客戶必須按公司要求（其要求必須包括有關監管機構的聯絡細節）通知有關監管機構該執行人的身分詳情。

- (c) If the Client is aware that its Client is acting as intermediary for its underlying Clients, and the Client does not know the identity details of any underlying Client for whom the Transaction is effected, the Client confirms that:

如客戶注意到其相關客人亦為某些指定客人的中介人，而客戶不知道該有關客人（代其進行交易）的身分詳情時，客戶須確定：

- (i) the Client has legally binding arrangements in place with its Client which entitle the Client to obtain the information set out in Clauses 15.5 (a) and (b) from its Client immediately upon request or procure that it be so obtained; and

客戶與其相關客人達成有法律約束力的安排，容許客戶透過要求或促使其相關客人提供，以獲得根據第 15.5 (a) 及 (b) 條所概述的資料；及

- (ii) the Client will, upon request from the Company in relation to a Transaction, promptly request the information set out in Clauses 15.5 (a) and (b) from its Client on whose instructions the transaction is effected, and provide the information to the relevant regulators as soon as it is received from its Client or procure that it be so provided.

客戶必須在公司要求就有關交易，立即要求其相關客人提供根據第 15.5 (a) 及 (b) 條概述的資料。從其相關客人收到或促使其提供這些資料後，客戶應盡速將資料提供給相關監管機構。

- 16.6 The Client hereby agrees that the Company shall not be in any way liable for any consequences arising out of any disclosure made under this Clause 15.

客戶特此同意公司毋須就其根據本第 15 條披露所引發的後果負上任何責任。

- 16.7 The Client understands that the Client has supplied or may from time to time supply to the Company or any other Company Group personal data about the Client (the “**Personal Data**”), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), in connection with the opening or maintenance of any Account (s) or the provision of services to the Client by the Company or any other Company Group. The Client acknowledges that the Client is not required to provide any Personal Data to the Company and any other Company Group unless the Client chooses to do so. However, if the Client fails to supply any such Personal Data, the Company may not be able to open or maintain an Account(s) for the Client and/or provide the Client with any services.

客戶理解，客戶就開設或維持任何有關賬戶或就公司或任何其他公司集團成員向客戶提供服務，已向公司或其他公司集團成員提供或可能不時提供個人資料（根據《個人資料(私隱)條例》（香港法例第 486 章）所界定之涵義）（下稱「**個人資料**」）。客戶確認，除非客戶選擇提供個人資料予公司或任何其他公司集團成員，否則客戶毋須提供。但是，如果客戶不提供任何個人資料，公司可能無法為客戶開設或維持有關賬戶及/或向客戶提供任何服務。

- 16.8 The Client acknowledges that the Client has read the Data Privacy Policy and agreed to the terms in it.

客戶確認已細閱私隱政策，並同意其所有條款。

- 16.9 The terms contained in this Clause 16 shall continue in effect notwithstanding the termination of the Agreement.

即使協議終止，本第 16 條的條文繼續有效。

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

客戶確認（如需要的話）其已取得了其委託人、集體投資計劃、全權委託賬戶或全權委託信託（代他們進行交易），就向香港監管機構披露前述委託人、集體投資計劃、全權委託賬戶或全權委託信託以及該交易權益最終的實益擁有人和促成該交易的任何人士（如不是委託人/最終的實益擁有人）之身分和聯絡詳情所發出的所有必要同意書或豁免書。

- 16.11 In the event that the tax or relevant authority of the US requests for the Client’s information and/or data (whether transactional, financial or otherwise), the Client authorizes the Company to disclose such information and/or data to the tax or relevant authority (as the case maybe) without prior notice to the Client.

如果美國的稅務當局或相關當局要求客戶的資料及/或資訊（無論是交易、財務或其他方面的資料或資訊），客戶授權公司將此等資料及/或資訊透露予該等稅務當局或相關當局（視屬何情況而定），而毋須事先通知客戶。

## 17. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY 外幣交易

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

如果公司代客戶進行的有關交易涉及外幣（除港幣以外的貨幣）的兌換，客戶同意：

- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client’s account and risk; and  
因匯率的波動而產生的任何損益全歸客戶並由客戶承擔當中風險；及
- (b) any conversion from one currency to another required to be made for performing any action or step taken by the Company under these Terms and Conditions may be effected in such manner and such time as it may in its absolute discretion decide.

公司可全權決定任何時間和形式以兌換貨幣，以實施其在本章則及條款下採取之任何行動或步驟。

## 18. AMENDMENTS 修訂

- 18.1 To the extent permitted by law, the Company may from time to time amend or supplement (whether by the addition of schedules to these Terms and Conditions or otherwise) any of the terms and conditions of these Terms and Conditions by uploading the same to the Company’s website, or any other means as designated by the Company.



Any such amendments shall become effective on the date (“**Effective Date**”) upon which they are made available to the Client in the manner as described herein. The Client shall be deemed to have accepted such amendments unless the Client terminates these Terms and Conditions by notifying the Company in writing within seven (7) Business Days from the Effective Date.

在法律允許的範圍內，公司不時修訂或補充（不論是通過在本章則及條款加上附件或以其他方式進行）本章則及條款的任何條款和條件。任何此等修訂將上載至公司網站或以公司指定之其他方式提供予客戶。該等修訂的條款將於本條款所述方式提供予客戶之日（「**生效日**」）起生效。除非客戶於生效日起七(7)個營業日內以書面通知公司終止本章則及條款，否則客戶將被視為已接納該等修訂。

- 18.2 Subject to Clause 18.1, no provision of these Terms and Conditions may be amended or supplemented unless agreed to in writing signed by the Company’s authorized representative(s).

受限於第 18.1 條，本章則及條款的任何條文不得予以修訂或補充，除非獲得公司的授權代表簽署的書面同意。

## 19. JOINT AND PARTNERSHIP ACCOUNT 聯名及合夥賬戶

- 19.1 Unless otherwise provided, this clause 19 shall apply where the account holder or the user of the Service (the “**Service User**”) consists of more than one person such as joint account holders, trustees or personal representatives. 除非另有規定，本第 19 條將適用於賬戶持有人或有關服務使用者（下稱「**有關服務使用者**」）多於一個人的情況，例如聯名賬戶持有人、信託人、或遺產代理人。

- 19.2 Where the Account consists of more than one person or the Service User is more than one person, all of account holders or Service Users will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement.

當有關賬戶或有關服務使用者多於一個人時，所有賬戶持有人或有關服務使用者均須共同及分別地承擔協議項下的所有或任何義務或責任。

- 19.3 Unless otherwise agreed between the Company and the Client in writing: -

除非公司與客戶另有書面協議：

- (a) each joint account holder of the Account or Service User will have sole authority on behalf of all the joint account holders or Service Users to deal with the Company fully and completely without any notice to the other joint account holders or service users;

每一個聯名賬戶持有人或有關服務使用者均有全面及完全的權力在毋須通知其他聯名賬戶持有人或有關服務使用者的情況下與公司進行業務；

- (b) any of the joint account holders or Service Users may give the Company an effective and final discharge in respect of any of their obligations or liabilities hereunder; and

任何一個聯名賬戶持有人或有關服務使用者均可有效地及最終地解除公司的義務或責任；及

- (c) any notice or communication given to one of the joint account holders or Service Users shall be deemed to be given to all.

任何公司給予聯名賬戶其中一名持有人或其中一名有關服務使用者的通知或通訊均會被視作送達予全部聯名賬戶持有人或有關服務使用者。

- 19.4 On the death of any of the account holders or the Service Users, the Agreement will not terminate but remain in full force and effect and binding on the surviving account holder or the Service Users unless otherwise agreed between the Client and the Company in writing. Further, all rights and interests of and in the Account and the Service will be vested in the survivor under the Account or the service by operation of the rule of survivorship.

當任何一位賬戶持有人或有關服務使用者身故，協議不會因而終止，並保持有效及對其他在世的聯名賬戶持有人或有關服務使用者仍有約束力，公司與客戶另有書面協議除外。此外，有關賬戶及有關服務項下的所有權利及權益將按照尚存者取得權的規則施行並歸賦於有關賬戶或服務的尚存者。

- 19.5 Notwithstanding the foregoing provisions, the Company reserves its right: -

儘管上述條文，公司保留下列權利：

- (a) to require joint instructions from some or all of the joint account holders or the Service Users before taking any action under the Agreement; and

於採取協議項下任何行動前，向所有或多於一位的聯名賬戶持有人或有關服務使用者尋求共同指示；及

- (b) if the Company receives instructions from any one of the joint account holders or the joint Service Users which are not consistent with other instructions, to advise one or more joint account holders or Service Users



of such conflict or inconsistency and/or take no action on any such instructions until the Company receives further instructions in the form and substance to its satisfaction.

倘若公司收到其中一名聯名賬戶持有人或有關服務使用者的指令與其他指示有衝突及不一致，公司有權通知一個或多個聯名賬戶持有人或服務使用者此等衝突及不一致及/或不執行有關指示直至公司收到認為恰當的進一步指示為止。

- 19.6 In the event of a joint account holder becoming mentally incapacitated, the other joint account holder(s) and/or the committee of the estate of the incapacitated joint account holder appointed by the court (if any) shall inform the Company by way of a written notice immediately. Upon actual receipt of the notice, the Company may suspend operation of the joint account until the Company is satisfied that all other joint account holder(s) are aware of the circumstances and the Company has been provided with all the required information and documentations relating to the incapacitated account holder for the purpose of reactivation of such joint account as conclusively determined by the Company. For the avoidance of doubt, instructions given to and followed by, and/or the Transactions executed by the Company prior to the Company's receipt of the above notice are conclusively binding on all the account holders. The Company is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the joint account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder is made.

倘一名聯名賬戶持有人失去行為能力（不論精神上或其他方面），其餘聯名賬戶持有人及/或由法庭委任之失去行為能力的聯名賬戶持有人之產業受託監管人（如有）須立刻以書面形式通知公司。在公司實際收到通知後，公司可暫停聯名賬戶之運作直至公司滿意所有其餘聯名賬戶持有人知悉有關情況，及公司已獲提供所有其判定為合適之有關失去行為能力的聯名賬戶持有人之資料及文件以恢復運作該聯名賬戶。為免生疑問，在公司實際收到上述通知之前，公司獲發及跟從之指示及/或由公司執行的有關交易對所有賬戶持有人具有最終約束力。公司有權（但非必要）按其絕對酌情決定，在失去行為能力的聯名賬戶持有人之利益有合法安排前，恢復運作聯名賬戶所受限之條件及限制。

- 19.7 If the Client is a partnership, the following provisions shall apply: -

倘若客戶是合夥企業，下列條文將會適用：

- (a) unless otherwise agreed by the Company, the Client's partnership agreement, if any, will not bind the Company regardless of whether or not it has notice thereof and the operation of a partnership account is governed by and subject to these Terms and Conditions;  
除非公司另行同意，客戶的合夥協議不會對公司構成任何約束力（不論公司是否知悉該合夥協議），而客戶的賬戶將受本章則及條款規管；
- (b) all partners will be jointly and severally responsible for their obligations and liabilities under the Agreement;  
所有合夥人將共同及分別地承擔協議項下的義務及責任；
- (c) notwithstanding any change in the partnership's constitution, the remaining partners will have full power and authority to deal with the Account or use the Service until the Company shall have actually received the notice of change; and  
即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理聯名賬戶或使用有關服務，直至公司收到實際的變更通知為止；及
- (d) unless otherwise agreed by the Company, the Client will provide to the Company a new Account Mandate and open a new account upon any change of constitution.  
除非公司另行同意，客戶於組織變更時，將向公司提供新的帳戶指令及開立新戶口。

## 20. NOTICES 通知

- 20.1 In the event of the Company being required to give any reports, written confirmations, notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with these Terms and Conditions notice (including any demand for any outstanding indebtedness, Margin or Collateral) may be personally delivered, transmitted by post, telex or facsimile or by telephone or through Electronic Media in each case to the address or telex, facsimile, telephone numbers or email address set out in the Account Opening Form or otherwise as notified to the Company in writing from time to time.

如果公司需要向客戶發出或提出任何報告、確認書、通知、任何要求或請求，或因其他原因就本章則及條款需與客戶聯絡，通知（包括催交欠款、保證金或有關抵押品）可由專人交付，或通過郵寄、電傳、傳真、電子媒介或電話發出，在每種情況下均發往開戶表格所述的或不時書面通知公司的地址、電傳、傳真、電話號碼或電郵地址。

- 20.2 Notices to be delivered by the Client to the Company may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address or telex, facsimile or telephone numbers set out in these Terms

and Conditions or otherwise as notified by the Company from time to time.

客戶交付給公司的通知可由專人交付，或通過郵寄、電傳、傳真或電話發出，在每種情況下均發往本章則及條款所述的或公司不時通知的地址或電傳、傳真或電話號碼。

- 20.3 All notices and other communications shall be deemed to be given at the time of transmission if delivered personally, by telex, facsimile or telephone or through Electronic Media or two (2) days after the date of posting if transmitted by mail whichever shall be the first to occur; provided that any notice or other communication to be given to the Company shall be effective only when received by the Company.

一切通知和其他通知，如以專人、通過電傳、傳真或電話或透過電子媒介交付，須在傳送時視為作出，或如通過郵遞方式傳送，投郵日期後兩(2)天須視為作出（以先發生者為準）；惟發給公司的任何通知或其他通訊只有在公司收到時才生效。

## 21. TERMINATION AND SUSPENSION 終止及暫停

- 21.1 Either party may terminate the Agreement at any time by giving the other party no less than 5 Business Days' (including SWT Day, where applicable) notice in writing. In particular, the Company may terminate the Agreement upon the occurrence of any one or more of the following events:

任何一方均可在任何時候以至少五(5)個營業日（包括惡劣天氣交易日，如適用）前書面通知另一方的方式終止協議。再者，公司可在下列任何一項或多項事件發生時終止協議：

- (a) the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Client's authorization to the Company as contained in Clause 5.7; or  
客戶根據本章則及條款第 5.7 條所載，於授權公司事宜期滿時（或當被要求執行時）被撤銷或不予以續期；或

- (b) the withdrawal of the Client's appointment of the Company as the Client's custodian in Clause 7.1. Termination under this Clause shall not affect any Transactions entered into by the Company pursuant to the agreement before the termination.

客戶根據第 7.1 條所載撤銷委任公司為客戶的保管人。依據本條款終止時將不會影響任何於協議終止前公司根據協議所達成的任何有關交易。

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

協議依據本條款終止時，協議項下客戶應付給或欠公司的所有款項將立即到期應付款。公司不再有任何義務按協議條文代客戶購入或出售證券，即使客戶另有相反意思的指示。

- 21.3 As soon as and insofar as is practicable upon termination of the Agreement, the Company shall sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities for such consideration and in such manner as the Company shall in its absolute discretion consider necessary to satisfy all indebtedness of the Client to the Company, at the Client's sole risk and cost and without any liability accruing to the Company for any loss or damage incurred by the Client.

協議終止後，公司應在實際可行的情況下，行使絕對酌情權償付客戶欠公司的所有債務，以必須的交易代價和方式，盡快出售、變現、贖回、清算或以其他形式處置全部或任何部分證券。前述處置風險和成本由客戶獨自承擔，公司對客戶所遭受的任何損失或損害均不承擔任何責任。

- 21.4 Any cash proceeds received by the Company pursuant to a sale, realization, redemption, liquidation or other disposal under this Clause shall be credited to the Account and, as soon as is practicable after such cash proceeds have been credited, the net credit balance on the Account (if any) shall be returned to the Client, after first deducting or providing for all costs, charges, fees and expenses, (including legal expenses) incurred by the Company in such sale, realization redemption, liquidation or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to the Company and outstanding (whether actual or contingent, present or future or otherwise). All Securities not realized or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Client at the Client's sole risk and expense. The Company shall have no liability for any loss or damage incurred by the Client arising from such delivery.

公司依據本條款出售、變現、贖回、清算或以其他形式處置所得到的任何現金均應貸記入有關賬戶，並應在此後盡快（在實際可行情況下）將有關賬戶的淨結存餘額（若有的話）先扣除公司在前述出售、變賣、贖回、清算或其他形式處置中招致的所有成本、收費、費用及開支（包括法律費用），應付給或欠公司的所有其他款項及金額，及已計或應計予付給公司而尚未償付的所有其他債務（不論是實有的還

是或有的，不論是現有的、將來的還是其他性質的）。或為前述各項作出撥備後退還給客戶。凡未變現或處置的證券，連同在公司手中任何相關所有權的文件均應交付給客戶，而有關風險和費用則由客戶獨自承擔，而公司並沒有責任把該等證券以電子方式交付。公司對因前述交付而產生的任何損失或損害均不承擔任何責任。

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

依照本條款，如使用前述所得現金並在扣除所有款項後有關賬戶出現結欠餘額，客戶應立即向公司支付金額等於該結欠額另加公司籌集這筆資金成本的款項，而集資成本則按公司已通知客戶的方法計算至公司已實際全數收到（不論是在判決前還是在判決後）該欠款之日。

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

公司可以為了本條款的目的，在上述每一個案下，按相關日期當時（公司依其絕對酌情權決定）外匯市場之（公司依其絕對酌情權決定）現貨匯率進行必要的貨幣兌換。

- 21.7 The Company reserves its right to suspend the Account when any one of the following events occurs:-

當發生下列任何一項事件時，公司保留權利暫停有關賬戶：

- (a) the Company has notice of irregularity (either actual, constructive or otherwise) in connection with the operation, maintenance or closing of the Account; and

公司得悉任何關於操作、維持或取消有關賬戶之不正常的情况（不論是實際、推論或從其他方面得悉）；及

- (b) we receive conflicting instruction(s) from the Client or the Authorized Person.

公司從客戶或獲授權人處獲得相反的指示。

## 22. CONFLICT OF INTEREST AND DISCLOSURE 利益衝突與披露

- 22.1 The Company and its directors, officers or employees may trade on its/their own account of any of the members of the Company Group.

公司及其董事、高級職員或僱員均可為其任何公司集團成員的利益而進行買賣。

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

公司獲授權購入、出售、持有或買賣任何證券，或建立與客戶買賣指令相對的持倉，而不論公司是自營買賣、代公司集團成員或其他客戶買賣。

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

公司獲授權將客戶的買賣指令與其他客戶的買賣指令進行對盤交易。

- 22.4 The Company is authorized to effect Transactions in Securities where the Company or the members of the Company Group has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

凡公司或其公司集團成員持倉的證券，或以承銷商、保薦人或其他身分涉及其中的證券，公司均獲授權執行前述證券的有關交易。

- 22.5 In relation to any Transaction, the Company and/or Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest (s) in relation to Transaction directly or indirectly (the "Material Interest"). The Company shall take reasonable steps to ensure fair treatment to the Client in relation to any of such Transaction subject to the Applicable Laws.

公司及/或聯營公司與客戶可能會直接或間接在有關交易中，有利益、關係、安排或責任上的衝突（下稱「**重大利益**」）。公司會採取一切合理步驟，並根據適用法律令客戶於該等有關交易中得到公平的對待。

- 22.6 Subject to the Applicable Laws, the Company shall be entitled to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client's agent or provide the Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom.

儘管存在重大利益，公司有權在受限適用法律規管的前提下為客戶就交易提供意見或提議或進行交易，又或以客戶的代理人身分行事或提供其他服務，而公司無責任向客戶披露由上述服務而產生的利益。

- 22.7 Subject to the Applicable Laws, the Company shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission or remuneration made or received (whether from the Client or by reason of any of the Material Interest or otherwise) by the Company by reason of any Services provided for Transaction.

在受限適用法律規管的前提下，公司無責任向客戶（公司除須向客戶通知所收取的有關收費或佣金外）解釋或披露公司在為有關交易提供有關服務上收取的任何利益、佣金或報酬（不論從客戶身上或因重大利益或其他方面獲得）。

## 23. CURRENCY EXPOSURE 貨幣風險

- 23.1 For any Transaction effected under the Account in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and at the Client's own risk.

對於以港幣以外的貨幣進行於有關賬戶項下的有關交易，客戶確認由於滙率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

## 24. DEBT COLLECTION 追討債務

- 24.1 The Company is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Company but remains unpaid by the Client under the Agreement. The Client agrees and acknowledges that the Client has been warned that the Client shall indemnify and keep the Company indemnified on a full indemnity basis from and against all costs, fees and expenses which the Company may reasonably incur in retaining the debt collection agent(s). For the purpose of debt collection, the Company is entitled to release and/or disclose the Client's personal data and all other information to the debt collection agent(s).

公司有權聘用催收代理人以收取客戶在協議下到期未付的任何款項。客戶同意並確認已被忠告，客戶須以全額賠償基準賠償公司在聘用催收代理人時所合理地產生的全部收費、費用及開支。以追討債務為目的，公司有權將客戶的個人資料及其他資料透露及/或披露予催收代理人。

## 25. VARIATION OF INFORMATION 資料變更

- 25.1 The Client and the Company undertake to inform each other of any material change to the information provided in the Agreement. Particularly, the Client and the Company agree that:-

公司及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及公司同意：-

- (a) the Client shall be notified by the Company of any material change to the Company's business which may affect the Service rendered to the Client by the Company; and  
倘公司業務出現任何重大變動，而該等變動可能影響公司向客戶提供之有關服務，則公司將會通知客戶有關變動；及
- (b) the Client will notify the Company of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by the Company to support such changes.  
客戶將通知公司有關名稱、地址、稅務身份、詳細資料及其他資料之任何變動，並按公司合理之要求提供支持文件以茲證明。

- 25.2 The Client is required to provide valid mobile phone number and/or other contact numbers for liaison and notification purpose and the Client shall notify the Company in a timely manner if any of such number is changed. The supporting documents for such change should be provided as soon as reasonably required by the Company.

客戶應向公司提供有效的手提電話號碼及/或其他聯絡號碼以作聯絡及通知用途。倘號碼有變動，應盡快通知公司，並按公司合理之要求盡快提供支持文件以茲證明。

## 26. CONCLUSIVE EVIDENCE 終局性證據

- 26.1 Except for manifest error, the books and records kept by the Company (including, without limitation, tape recording and any handwritten information recorded by the Company's employees or agents in the course of their dealing with the Client) with respect to the Account and/or the Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

除非存在明顯的偏差，由公司保存有關帳戶及/或有關服務的帳冊及紀錄（包括但不限於錄音帶及由公司



員工或代理與客戶交易期間手寫的紀錄、資料或數據)均對客戶具絕對約束力及會於所有法庭及其他所有作為中,成為終局性的證據。

## 27. FOREIGN CURRENCY INDEMNITY 外幣擔保賠償

- 27.1 Payment by the Client to the Company shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by the Company, in a different currency or currencies (the “**Appropriate Currency**”), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which the Company determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the “**Applicable Exchange Rate**”). Such determination to be made by the Company in its absolute discretion is conclusive and binding on the Client. If for any reason the Company receives an amount in any currency other than the Appropriate Currency, the Company is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the Applicable Exchange Rate in accordance with the Company’s usual practice and the Client shall indemnify and keep indemnified the Company from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Company, such shortfall shall form part of the sums due and owing hereunder to the Company and bear interest accordingly. Any shortfall not paid on demands shall bear default interest in accordance with sub-clause 6.7 of these Terms and Conditions.

由客戶向公司支付的款項,應以相關負債的貨幣支付,或者,若公司同意,則以其所同意之不同貨幣(下稱「**適當貨幣**」)為之,而其轉換為不同貨幣時,應依公司行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之匯率為準(下稱「**適用匯率**」),且此決定將不可推翻及對客戶有約束力。無論基於任何理由若公司收受任何非屬適當貨幣之貨幣金額,則公司被授權依照其常規,以適用匯率購入相當於所收到付款金額之適當貨幣,而客戶應補償公司其中之任何差額(包括兌換之成本)。於此等差額償還公司之前,此等差額應記入本協議下所積欠公司之金額之內,並隨之承擔利息。任何經提出要求而未支付之差額,應依本章則及條款第 6.7 分條款之規定承擔違約利息。

## 28. FORCE MAJEURE 不可抗力

- 28.1 While the Company agrees to use its best endeavour to honour its obligations in a timely manner, the Company will not be liable for any failure or delay in performance of the Agreement which is caused by circumstances beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a charge of interpretation) of any law or governmental or regulatory requirement and the Company shall not be held liable for any loss the Client may incur as a result thereof.

公司同意竭盡所能地以及時的方式履行公司的義務,但倘若公司由於超越其合理控制範疇的原因,包括但不限於通訊、系統或電腦故障、市場失效、暫停、故障或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而不能或需延遲履行責任,則公司不須對此承擔責任。公司亦毋須對客戶因上述原因而遭受的損失或損害負責。

## 29. WAIVER 寬免

- 29.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Company of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power be binding and privilege provided by law or other documents held by the Company.

公司不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予公司的權利、補救方法、權力和特權是累加的,將不會取代法律或公司持有的其他文件所賦予公司的權利、補救方法、權力或特權。

## 30. TAX STATUS 稅務身份

- 30.1 Unless otherwise specified by the Client, the Client hereby certifies that the Client is not a US Person, nor a citizen of the US, nor a resident of the US for US federal income tax purposes and are not subject to the tax of US. Further, the Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the US or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the US.



除非客戶另有表示，客戶謹此核證客戶並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。再者，客戶亦非一所根據美國或其州份或其政治分支（包括哥倫比亞特區或任何其他美國州份）的法律成立或組成的可課稅法團或合夥公司。

- 30.2 The Client may be requested to provide a self-certification or other documentation to the Company in order to establish the Client's tax liability in any jurisdiction. Furthermore, if there is any change in circumstances that would affect the Client's tax residence status or there are reasons for the Company to suspect that the Client's self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Client. The Client will fully cooperate in respect of any enquiries that the Company may make for the purpose of compliance with all Applicable Laws including, and without limitation, the FATCA, including promptly providing all relevant information, details and/or documents as may be necessary to enable the Company to comply with the same.

客戶可能被要求向公司提供自我認證或其他文件，以確立客戶於任何司法管轄區的稅務責任。此外，如果有任何情況的改變影響客戶的稅務居民狀況或當公司有理由懷疑客戶的自我認證是不正確或不可靠，客戶需要提供一份新的自我認證及/或附加文件。客戶將對公司為遵守所有適用法律，包括但不限於 FATCA，所須作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及/或文件，以便公司遵從該等要求。

- 30.3 The Client hereby consents to the Company or any of the Associate to gather, store, use, process, disclose and report towards domestic and overseas regulators, tax or other competent authorities (if necessary) the Client's information and data to establish the Client's tax liability in any jurisdiction. The Client consents and agrees that the Company or any of the Associate may, without notice or liability to the Client, withhold from the Account(s) such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all Applicable Laws including, and without limitation, the FATCA.

客戶謹此同意公司或任何聯營公司於必要時收集、保存、使用、處理、披露和報告客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意公司或任何聯營公司可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律，包括但不限於 FATCA，從客戶的有關帳戶中預扣款項，而毋須通知客戶或對客戶負上任何責任。

- 30.4 The Client hereby undertakes to notify the Company of any change of the following information in writing forthwith:-

客戶謹此承諾即時以書面通知公司下述資料的任何變動：-

- (a) the Client's particulars, circumstances, status, including any changes in citizenship, residence, tax residency, addresses on record, telephone or facsimile number and email address; and  
客戶的資料、狀況、身份、包括任何有關公民身份、居所、稅務上的常駐國家、紀錄上的地址、電話或傳真號碼及電郵地址的變更；及
- (b) (where applicable) the Client's constitution, shareholders, partners, directors or company secretary, or the nature of the Client's business.  
(如適用) 客戶的組織章程、股東、合伙人、董事或公司秘書，或客戶業務的性質。

- 30.5 If the Client fails to provide the Company with any of the necessary information or to take action as required by the Company within the time specified, the Company shall be entitled to do anything it considers appropriate, and the Company shall be entitled to close the Client's Account or classify the Client's Account as "non-consenting" or "non-participating financial institution" or execute tax withholding and to report to relevant government/tax authorities under requirements of FATCA.

如客戶未能提供公司任何必要的信息或在指定的時間內對公司的要求採取行動，公司有權作出任何其認為是適當的行動，及公司有權關閉客戶的有關帳戶或將客戶的有關帳戶分類為「非自願」或「非參與金融機構」或執行稅務預扣及根據 FATCA 要求向相關政府/稅務機關作出報告。

## 31. GENERAL 一般條款

- 31.1 These Terms and Conditions set forth the entire agreement and understanding between the parties hereto as to the matters set out herein and the opening, maintenance and operations of the Account(s), and supersedes all previous representations, agreements, understandings, whether oral or written or otherwise, between them.

就本章則及條款所提及的事項，以及有關帳戶的開立、維持及運作的事宜，本章則及條款構成協議雙方之間的完整協議及理解，並且取代協議雙方任何較早前表達或達成的聲明、協議或理解（不論是口述、書面或其他形式表達）。

- 31.2 These Terms and Conditions may be translated into Chinese language but in the event of any conflict arising the English version shall prevail.  
本章則及條款已經翻譯為中文文本，但如果發生任何抵觸，應以英文文本為準。
- 31.3 In case of any conflict between any terms in Part II and any terms in Part III to XIII hereof, the provision of the latter shall prevail.  
如本章則及條款第二部份與第三至第十三部份的條款之間產生任何差異時，應以後者為準。
- 31.4 Time shall in all respects be of the essence in the performance of all the Client's obligations under or in connection with these Terms and Conditions, in particular for the Client's obligation in providing adequate Collateral to the Company within the prescribed time limit.  
在履行客戶在本章則及條款下或與本章則及條款有關的義務時，時間在一切方面是關鍵要素，尤其在指定時限內，客戶應向公司提供足夠的有關抵押品。
- 31.5 Except where the Company is given express written instructions to the contrary, in accordance with the terms of these Terms and Conditions, it may make payment of any amounts owing to the Client by crediting the same to the Account, details of which are specified in these Terms and Conditions. Payment to such Account shall constitute payments to the Client for all purposes.  
除公司獲得相反的明示書面指示外，按本章則及條款的規定，公司可將欠客戶的任何款項貸記入有關賬戶而支付該等任何款項，詳情在本章則及條款中規定。就一切目的而言，向該有關賬戶付款等同向客戶付款。
- 31.6 All sums payable by the Client in connection with these Terms and Conditions shall be exclusive of all taxes, duties or other charge of similar nature. If any tax, duty or other charge of similar nature is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, the Company receives on the due date a net sum equal to what it would have received and retained had no deduction been made.  
客戶就本章則及條款應付的一切款項應不包括一切稅項、課稅或其他性質類似的收費。如果法律規定須從該等款項預扣任何稅項、課稅或其他性質類似的收費，客戶應付的金額在必要的範圍內應予增加，以確保在作出任何預扣後公司於到期日收到相等於如無作出任何扣除其本應會收到和保留的淨額。
- 31.7 Any provision in these Terms and Conditions which is invalid for any reason in any jurisdiction shall be ineffective to the extent of such invalidity and shall be severed from these Terms and Conditions in that jurisdiction without affecting the validity of the remaining provisions of these Terms and Conditions in that jurisdiction or affecting validity of such provision in any other jurisdiction.  
任何本章則及條款條文在任何司法管轄範圍由於任何原因被視為無效，只會在該項無效之限下，在該司法管轄範圍內失去效力。該條文將會在該司法管轄範圍從本章則及條款分割出來，因而不影響本章則及條款的其他條文在該司法管轄範圍的效力，亦不會影響該條文在其他司法管轄範圍的效力。
- 31.8 The Client hereby declares that he has read these Terms and Conditions in the language of the Client's choice of English or Chinese and that the Client understands and agrees to be bound by the terms of these Terms and Conditions.  
客戶特此聲明其已經閱讀依其選擇語言文本（英文或中文版本）的本章則及條款，理解本章則及條款的條款及同意受該等條款約束。
- 31.9 The Client hereby irrevocably appoints the Company with the full power and authority as the Client's attorney, to the fullest extent permitted by Applicable Laws, to act for and on behalf of the Client for the purpose of carrying out the provisions of these Terms and Conditions and taking any action and executing any document or instrument in the name of the Client or the Company which the Company may deem necessary or desirable to accomplish the purposes of these Terms and Conditions, including (without limitation), in particular for an Account being a Margin Account:  
客戶特此不可撤銷地委任公司並賦予其全面的權力及權限，作為客戶的獲授權人（在適用法律允許的最大範圍內）為客戶及代表客戶執行本章則及條款的條款，並於公司認為在履行本章則及條款的目的有所需要或合宜之時，以客戶或公司本身的名義簽立任何文件或文書。尤其當有關賬戶為保證金賬戶時，授權範圍包括（但不限於）：
- (a) to execute any transfer or assurance in respect of any of the Collateral;  
就任何有關抵押品簽立轉讓契或擔保；
  - (b) to perfect the Company's title to any of the Collateral;  
就任何有關抵押品完善公司對其享有的所有權；

- (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Collateral;  
就任何有關抵押品之下或所產生的到期或變成到期的欠款或款項申索作出查詢、規定、要求、接收、綜合及作出充分的責任解除；
- (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Collateral; and  
就任何有關抵押品發出有效的收取及解除及背書任何支票或其他文件或匯票；及
- (e) generally to file any claims or take any lawful action or institute any proceedings which the Company considers to be necessary or advisable to protect the security created under the Agreement.  
就為著公司考慮到有需要及應當保障根據本章則及條款的條款所產生的抵押權益起見，一般而言作出申索或採取任何合法的行動或開始任何法律程序。

## 32. SUITABILITY OBLIGATION 合適性責任

- 32.1 If the Company solicits the sale of or recommend any of the Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.  
假如公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本章則及條款的其他條文或任何其他公司可能要求客戶簽署的文件及公司可能要求客戶作出的聲明概不會減損本條款的效力。
- 32.2 For the purpose of clause 32.1, "Financial Product" means any securities, any futures contract or any leveraged foreign exchange contract as defined in the SFO.  
以第 32.1 條為目的，「金融產品」指任何《證券及期貨條例》所定義的證券、期貨合約或槓桿式外匯交易合約。

## 33. ONGOING MONITORING OBLIGATIONS 持續監管責任

- 33.1 In the event that the Client failed to submit information and/or documents as may be required by the Company in its absolute discretion from time to time, or such information and/or documents are, in the reasonable opinion of the Company, incomplete or cannot fully reflect the circumstances and status of the Client or assist the Company in conducting ongoing client due diligence and discharging its suitability obligations, until the provision of outstanding information and/or documents has been provided by the Client to the satisfaction of the Company, the Company is entitled to refuse to execute an instruction from the Client and/or suspend any Transaction provided that the Company has given the Client thirty (30) days' written notice. Further, the sum of money and/or securities deposited into the Account shall not be withdrawn, transferred or otherwise disposed of except with the Company's consent.  
倘客戶未能提供公司不時按其絕對酌情權要求的資料及/或文件、或公司合理地認為由客戶所提交之該等要求的資料及/或文件為不完整、或未能充份地反映客戶的狀況及地位、或協助公司進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任，公司有權在給予客戶書面通知的三十(30)日後，拒絕執行客戶的有關交易指示及/或暫停交易，直至公司信納客戶已提供要求的資料及/或文件以使公司滿意為止。此外，除得公司同意外，存放於有關賬戶內的款項及/或證券將不得提取、撥轉或作其他形式的處理。
- 33.2 The Client agrees that all loss and damage incurred as a result of the Company's refusal to execute the Client's instructions and/or suspension of the Transactions pursuant to Clause 33.1 above shall be borne by the Client.  
客戶同意公司根據上述第 33.1 條拒絕執行客戶的有關交易指示及/或暫停交易而招致的一切損失或損害，應由客戶自行承擔。
- 33.3 The Client shall indemnify and keep the Company indemnified on a full indemnity basis from and against all losses and damage incurred as a result of the Client's failure to provide adequate and timely information to assist the Company to conduct ongoing client due diligence and discharge its suitability obligation.  
客戶須以全額賠償基準彌償公司因客戶未能提供充足和及時的資料以協助公司進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任而招致的一切損失或損害。

## 34. COMPLIANCE ACTION 合規行動

- 34.1 Notwithstanding the provisions contained herein to the contrary, the Company is, in its absolute discretion, entitled and empowered to take or omit to take any action as the Company shall consider appropriate (the "Compliance

**Action**”) for the purpose of complying with the Applicable Laws and Compliance Rules as well as the Company’s internal policies and procedures with respect to prevention of money laundering and terrorist financing activities, other crimes and fraudulent activities; or non-provision of financial and other services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:

儘管本章則及條款中載有相反規定，公司藉其獨有及絕對的酌情權，可採取或不採取任何行動以遵守，關於預防洗錢及恐怖份子融資活動或者其他犯罪和欺詐活動，或不向受制裁的任何人士或實體（無論是否受到聯合國制裁或其他）提供金融及其他服務的適用法律、合規規則及公司的內部政策和程序（下稱「**合規行動**」）。合規行動包括但不限於：

- (a) declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, Instruction or Transaction contemplated under the Agreement; 否決申請或拒絕處理或進行協議項下擬進行的任何訂單、命令、指示或有關交易，或拒絕履行協議項下擬進行的任何訂單、命令、指示或有關交易的存款或付款；
- (b) suspending the Account or putting a hold on the Account’s operations in whole or in part; 中止有關帳戶或者暫停有關帳戶的操作（全部或部分）；
- (c) (if the Company becomes aware that any payment made to, or at the request of, the Client contravenes the Compliance Rules) immediately recouping such payment from the Client, irrespective of any other agreement with the Client to the contrary; （如公司意識到向客戶，或應客戶要求作出的任何付款違反合規規則）立即從客戶處收回該等款項，不論是否與客戶簽訂任何其他相反的協議；
- (d) the interception and investigation of any payment messages and other information or communications sent to or by the the Company via the systems of the Company or other systems; and 截取及調查任何通過公司系統或其他系統的支付信息及其他發予客戶或由客戶發送的信息或通訊；及
- (e) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party. 進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。

34.2 For the avoidance of doubt, the Company will not be liable for any loss (whether direct, indirect or consequential), including, without limitation loss of profit or interest or any damage suffered by the Client or any party arising out of or in connection with:

為免生疑問，公司將不會承擔客戶或任何一方因以下原因或與之相關而衍生的任何（不論是直接的、間接的或後繼的）的損失，包括但不限於利潤損失或利息或任何損害：

- (a) any delay or failure by the Company in processing any payment messages or other information or communication or any request from the Client, or in performing any of its duties or other obligations in connection with any order, direction, Instruction or Transaction, triggered by the Compliance Action in whole or in part; or 由於任何合規行動全部或部分地引致公司的延遲或未能處理任何付款信息或其他信息或通訊或任何來自客戶的要求，或延遲或未能履行其責任或與任何訂單、命令、指示或有關交易有關的其他義務；或
- (b) the exercise of any of the Company’s rights under, or any action taken or non-action made by the Company, pursuant to this clause. 公司行使本條項下的權利或根據本條的作為或不作為。

34.3 For the purpose of this clause,  
就本條款而言，

- (a) “Applicable Laws” means the legal and regulatory requirements of any place or any jurisdiction that the Company operates in or such legal and regulatory requirements which are otherwise applicable on the Company at any time and from time to time; and 「適用法律」是指公司經營所在的任何地方或司法管轄區域的法律及監管要求或該等在任何時候及不時適用於公司的法律及監管要求；及



- (b) “Compliance Rules” means all rules, regulations, sanction regimes, international guidance or procedures of the relevant regulatory or industry body applicable to the Company at any time and from time to time.  
「合規規則」是指在任何時候及不時適用於公司的有關監管機構或行業組織的所有規則、規例、制裁架構、國際指引或程序。

### 35. DISPUTES AND GOVERNING LAW 爭議及管轄法律

- 35.1 These Terms and Conditions and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous, shall cover individually and collectively all Accounts which the Client may open or re-open with the Company, and shall inure to the benefit of, and bind the Company, the Company’s successors and assigns, whether by merger, consolidation or otherwise as well as heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.

本章則及條款及其執行應受香港法律的管限，其條文應持續有效，應個別和共同地涵蓋客戶可能在公司開立或重新開立的所有有關賬戶，並應對公司、公司的繼任人和受讓人（不論是否通過兼併、合併或其他方式）以及客戶的繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、遺產代理人 and 受讓人的利益發生效力，且對他們有約束力。

- 35.2 Any dispute arising under or in connection with these Terms and Conditions is to be settled by arbitration or by court proceedings in the Company’s absolute discretion which shall be binding absolutely on the Client.

本章則及條款產生的或與本章則及條款有關的任何爭議，應由公司絕對酌情決定通過仲裁或法律程序解決，該等仲裁或法律程序絕對地對客戶有約束力。

- 35.3 Any dispute which, in the Company’s discretion, is referred to arbitration shall be settled at the Hong Kong International Arbitration Centre conducted in Hong Kong according to the securities arbitration rules of the Hong Kong International Arbitration Centre. The Client hereby expressly agrees to accept the finding of any such arbitration as absolute and final.

按公司酌情決定提交仲裁的任何爭議應交由香港國際仲裁中心按其證券仲裁規則在香港進行仲裁。客戶特此明示同意承認任何該等仲裁的裁決為絕對和最終的裁決。

- 35.4 By execution and delivery of these Terms and Conditions the Client hereby irrevocably submits to and accepts unconditionally the non-exclusive jurisdiction of the courts of Hong Kong. In the event of any legal proceedings being brought in the courts of Hong Kong these Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of Hong Kong **PROVIDED ALWAYS THAT** the Company shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client’s assets and the Client hereby submits to the non-exclusive jurisdiction of such courts.

通過簽立和交付本章則及條款，客戶特此不可撤銷地服從並無條件地接受香港法院非專屬性司法管轄權所管轄。如果在香港法院提出任何法律程序，本章則及條款應在一切方面受香港法律的管限並按香港法律解釋，但**前提是**，公司有權在對客戶或客戶的任何資產擁有司法管轄權的任何其他法院對客戶提出起訴，客戶特此接受該等法院的非專屬性司法管轄權所管轄。

### 36. PROCESSING AGENT 送達代收人

- 36.1 The service of any process connected with proceedings in the Hong Kong courts and relating to the Agreement will be deemed to have been validly served on the Client if it is received by the process agent in Hong Kong whose name and present address are set out in the prescribed form and service will be deemed to have been acknowledged by the Client if it is acknowledged by the process agent.

有關香港法庭司法程序及有關本章則及條款之任何文件之送達，如其已由姓名及地址載列於規定表格及由客戶委任之香港送達代收人所收受，應被視為已合法送達於客戶，且如其已由送達代收人所知悉則應被視為已為客戶所知悉。



## PART III - ADDITIONAL TERMS FOR CASH ACCOUNT

### 第三部份 — 現金賬戶之附加條款

#### 1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用

- 1.1 The provisions in these Additional Terms for Cash Account apply to Cash Accounts only.  
本附加條款之條文只對現金賬戶適用。
- 1.2 The Client shall open and maintain a Cash Account with the Company subject to these General Terms and Conditions and these Additional Terms for Cash Account and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable).  
客戶須根據一般條款及本現金賬戶之附加條款及電子交易服務之附加條款（如適用）及新上市證券之附加條款（如適用）與公司開立及維持現金賬戶。

#### 2. SECURITIES IN THE ACCOUNT 賬戶中的證券

- 2.1 The securities of the Client in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the securities which are listed or traded on a recognized market as defined under the SFO (including the market operated by SEHK) or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by the Company (“**Local Securities**”) shall be:  
客戶於有關賬戶中的證券所獲取的對待及處理須符合《證券及期貨條例》的規定，尤其在聯交所營辦的市場上市或交易的證券或認可集體投資計劃的權益（根據《證券及期貨條例》定義）的證券以及公司於香港收取或持有該等證券（下稱「**本地證券**」），有關證券將：
- (a) deposited in safe custody in a segregated account which is designated as a trust account or Client account and maintained by the Company in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities, or  
被存放於公司在認可財務機構、獲證監會核准的保管人或另一獲發牌進行證券交易的中介人在香港開立及維持指定為信託賬戶或客戶賬戶的獨立賬戶作穩妥保管；或
  - (b) registered in the name of the Client.  
以客戶的名稱登記。
- 2.2 In respect of any securities of the Client other than Local Securities (“**Overseas Securities**”) held for safekeeping by any other party engaged by the Company on the Client’s behalf, the Client hereby authorizes the Company to instruct the relevant party on behalf of the Client to deposit such Overseas Securities in the safe custody of that party or its custodian or with any other institution in the relevant jurisdiction where the relevant Transaction was effected which provides facilities for the safe custody of documents.  
由公司代客戶聘用的任何人士或機構持有客戶擁有除本地證券以外之證券（下稱「**海外證券**」）作保管用途，以進行與海外證券有關之任何有關交易而言，客戶謹此授權公司代客戶向有關方面發出指示，將該等海外證券存放於該方或其託管商，或在進行有關交易之相關司法管轄區內提供設施的其他機構代為保管。
- 2.3 Any securities held by the Company on behalf of the Client in the manner mentioned in Clauses 2.1 and 2.2 or otherwise shall be at the sole risk of the Client and the Company has no obligation to insure the Client against any kind of risk. The Company shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such engagement or custody under the aforesaid clauses, including without limitation any losses arising from fraud or negligence of the party so engaged.  
客戶須單獨承擔公司以第 2.1 條及第 2.2 條所述或其他方式代客戶持有的任何證券引致的風險，公司概無責任替客戶就各類風險購買保險。公司亦毋須承擔第 2.1 條及第 2.2 條中涉及聘用其他人士或託管商所引致之損失、費用或損害，包括但不限於因聘用一方的欺騙或疏忽所引致的損失。
- 2.4 For any securities of the Client deposited with the Company not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities which are received by the Company shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by the Company. For any securities forming part of a larger holding of identical securities which are held by the Company for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by the Company. The Company shall not be responsible for any failure in making such distribution of any party which holds securities of the Client for safekeeping. The Company may also exercise voting right on behalf of the

Client with respect to such securities upon prior specific instruction received by the Company from the Client.

客戶存放於公司而非以客戶名義登記之任何證券的應計股息、分派或利益將會由公司代收，然後記入客戶的有關賬戶（或者按協定付款給客戶），公司可就此收取合理行政費用。倘該等證券屬於公司代客戶以及其他客戶持有較大數量的同一證券的一部份，客戶有權按其所佔的比例獲得該等證券的利益，公司也可就此收取合理行政費用。倘持有客戶的證券以提供託管服務的其他人士未能作出有關的分配，公司不須為此而負上任何責任。公司亦可依照客戶事先的具體指示就該等證券代客戶行使表決權。

- 2.5 Securities purchased for the Client will be delivered to the Client (or as the Client may direct) **PROVIDED THAT** such securities are fully paid and are not subject to any lien, and/or are not held as collateral by the Company or any member of the Company Group.

為客戶購買的證券將會交付給客戶（或如客戶所指示），前提是該等證券須已全數支付，及該等證券並沒有受到任何留置權約束，及/或並非由公司或公司集團成員持有作為抵押品。

- 2.6 The Company is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.

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

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

在不損害公司可能擁有的其他權利和補救前提下，公司獲授權處置不時由從客戶收取或代客戶持有的證券，以解除由客戶或代客戶對公司或第三者所負的任何法律責任。

- 2.8 Except as provided in Clause 2.7 of this Part or Clauses 3.2, 8.2 and 9 of Part II hereunder or permitted under the SFO, the Company shall not without the Client's oral or written direction or standing authority deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client.

除本部份第 2.7 條及本章則及條款第二部份中第 3.2、8.2 及 9 條內所說明或《證券及期貨條例》所容許，公司在未有獲得客戶作出之口頭或書面指示或常設授權前，不得將客戶的任何證券存放、移轉、借出、質押、再質押或為任何其他目的以其他方式處理。

- 2.9 Subject to the provisions of the SFO, the Client agrees that the Company is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client with any third party for any purpose by the Company.

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

## PART IV - ADDITIONAL TERMS FOR MARGIN ACCOUNT

### 第四部份 — 保證金賬戶之附加條款

#### 1. APPLICATCION OF THE ADDITIONAL TERMS 本附加條款之適用

- 1.1 All provisions in these Additional Terms for Margin Account apply to Margin Accounts.  
本附加條款之所有條文適用於保證金賬戶。
- 1.2 The Client shall open and maintain a Margin Account with the Company subject to these General Terms and Conditions and these Additional Terms for Margin Account and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable).  
客戶須根據一般條款及本保證金賬戶之附加條款及電子交易服務之附加條款（如適用）及新上市證券之附加條款（如適用）與公司開立及維持保證金賬戶。

#### 2. MARGIN FACILITY 保證金融資

- 2.1 The Margin Facility is extended by the Company to the Client for financing the trading of securities in Margin Account subject to these Terms and Conditions and any other terms and conditions which may be prescribed by the Company from time to time.  
依據本章則及條款及任何由公司向客戶不時指明的條款及條件，公司向客戶為買賣證券而提供保證金融資。
- 2.2 The Company is authorized by the Client to draw on the Margin Facility to settle any amounts due to the Company in respect of purchase of securities and to finance continued holding of securities, the payment of commission, interest and any other expenses incidental to the operation of the Margin Account and any other sums owing to the Company and the members of the Company Group. The Margin Facility is repayable on demand and the Company may, in its absolute discretion, vary the terms in this Clause 2 or terminate the Margin Facility at any time it thinks fit. The Company is not obliged in any way to provide financial accommodation to the Client. For the avoidance of doubt, if a debit balance arises in any Margin Account, 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, it is agreed and acknowledged that the Company's permission of a debit balance to arise in any Margin Account shall not imply any obligation on the part of the Company to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the obligations of the Client in respect of any debit balance which the Company permits to arise.  
客戶授權公司可動用保證金融資，用作購買證券及繼續持有證券、支付佣金或與保證金有關賬戶運作而引致的費用、或其他欠公司及本集團公司的款項。保證金融資須於要求下清還，而公司有絕對的酌情權更改本第2條的有關條款或於任何公司覺得適當的時候終止保證金融資。公司並無責任向客戶提供財務融通，為免生疑問，如果客戶的任何保證金賬戶出示借方結餘，公司及客戶同意並確認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融通。尤其是（但不限於），公司允許任何保證金賬戶出現借方結餘，不代表公司有任何義務在任何後續的情況下提供墊款或代客戶承擔任何義務，而客戶對公司所允許出現的任何借方結餘應有的義務不因此而受影響。
- 2.3 The Client shall provide and maintain adequate Collateral and provide such additional Collateral in the manner and within the time limit specified by the Company for the compliance with the margin requirements set by the Company. The Company in its absolute discretion determines the amount, type and form, manner of delivery, calculation basis of permissible value and timing of the delivery of the required Collateral. Further, the Client agrees to the margin policy as may be prescribed by the Company from time to time.  
客戶須在公司指明的時限及方式提供及維持足夠的有關抵押品及提供該等額外的有關抵押品，以遵守公司訂立的保證金規定。公司有權行使其絕對酌情權，釐定所需有關抵押品的數額、種類及形式、交付的方式、計算可允許價值的基準及交付的時限。再者，客戶同意公司不時訂明的保證金政策。
- 2.4 The time for provision of Collateral and for payment of margin deposit is of the essence and if no time is stipulated by the Company in making a demand for Collateral or margin deposit, the Client is required to comply with such demand within one (1) hour from the time of making such demand (or in a shorter period if so required by the Company). The Client also agrees to pay immediately in full on demand any amount owing under the Margin Facility. All initial and subsequent payments for margin deposits shall be made in cleared funds and in such currency and in such amounts as the Company may in its sole direction require.  
提供有關抵押品及保證金的時間為關鍵要素，如公司提出要求有關抵押品或保證金時未有指明時限，客戶須在該要求時起計一(1)小時內（或按公司規定更早時限）遵守該要求。客戶亦同意於公司要求時立即

悉數償還因保證金融資欠下的債項。所有就保證金的首筆及之後付款，一律應為即時可動用資金，且公司有絕對酌情權規定貨幣種類及金額。

- 2.5 Notwithstanding Clauses 2.3 and 2.4, in the event that it is in the sole opinion of the Company that it is impracticable for the Company to make demand on the Client for additional Collateral pursuant to Clause 2.3, the Company shall be deemed to have made such demand of additional Collateral in such form and amount as the Company may determine and such demand shall become immediately due and payable by the Client. The aforesaid impracticability may be due to the following (without limitation) rapid changes or development involving prospective changes:

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

- (a) in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or

本地、國家、國際金融體系、財經、經濟或政治環境或外匯管制的狀況，而此等已經或可能出現的轉變或發展已構成或公司認為可能構成對香港及/或海外證券、外匯、商品期貨市場的重大或不良波動；或

- (b) which is or may be of a material adverse nature affecting the conditions of the Client or operations of the Margin Account.

此等已經或可能出現的轉變或發展已經或可能在性質上嚴重影響客戶的狀況或保證金賬戶的運作。

- 2.6 Without prejudice to the foregoing provisions, the Company shall be entitled to revise margin requirements from time to time in its absolute discretion. The Client shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the Collateral maintained with the Company. No previous margin requirements shall establish a precedent and revised requirements, once established, shall apply to existing positions as well as to the new positions in the contracts affected by such revision.

在不影響前述條文，公司有絕對酌情權不時更改保證金要求。客戶將獲批財務融通，其金額不得超過不時協定的存放於本公司的抵押品市值的百分比。保證金訂定要求並沒有承先規定，經更改的保證金比率一旦被確定，應適用於現有持倉以及受該更改所影響的合約下的新持倉。

- 2.7 Failure by the Client to meet margin requirements or margin calls made by the Company within the time frame stipulated by the Company or otherwise or any other accounts payable hereunder shall constitute an Event of Default and give the Company the right (without prejudice to other rights) to close the Account and/or to close out some or all of the Client's open position in the Account(s) (as the case may be) without prior notice to the Client and to dispose of any or all Collateral held for or on behalf of the Client and to apply the proceeds and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to the Client.

客戶如未按公司規定時限或其他時間應公司催促支付追加保證金或本協議下任何其他應付帳項，這將會構成失責事件，公司即有權（並且無損其他權利）終止有關賬戶及/或將有關賬戶內任何持倉予以平倉（視屬何情況而定）而無需事先通知客戶，並有權出售為客戶或代客戶所持的部份或有關抵押品，及以所得款項及任何現金存款支付客戶欠公司的一切金額。所餘款項將退還予客戶。

- 2.8 The Company may liquidate through any market or dealer, and the Company may take the other side of the transactions consistent with laws and regulations. If the Company liquidates any or all positions in the Account(s), such liquidation shall establish Client's gain/ loss and remaining indebtedness to the Company, if any. The Client shall reimburse and hold the Company harmless for all actions, omissions, costs, fees (including, but not limited to, legal fees), or liabilities associated with any such transaction undertaken by the Company. If the Company executes an order for which the Client did not have sufficient equity, the Company has the right, without notice, to liquidate the trade and the Client shall be responsible for any resulting loss and shall not be entitled to any resulting profit.

公司可允許客戶預先要求當出現保證金不足的情況時的清算順序，但上述要求對公司不具有約束力，公司有權獨自確定要清算的資產、清算順序及清算方式。公司可通過任何市場或交易商進行清算，公司或其分支機構可能按符合法律法規的情況下做為交易的另一方。如公司清算有關賬戶中的任何/所有持倉，上述清算倉位應確定客戶的收益/損失與所欠公司的債務，如有的話。客戶應對由公司所承擔的任何上述交易相關的所有訴訟、疏忽、成本與費用（包括但不限於律師費用）或責任做出補償或使之不受損害。如公司在客戶無足夠的股權時執行一個定單，公司有權在不事先通知客戶的情況下清算交易，且客戶應對任何由此引起的損失負責，且沒有權利獲得任何由此所得的利潤。



- 2.9 Any steps taken by the Company to close out the Client's positions unilaterally will be entirely without prejudice to the Company's other rights under these Terms and Conditions and otherwise, in particular the right to payment from Client of all amounts outstanding.

公司單方面終止客戶持倉的任何行為將完全不影響公司根據本章則及條款享有的其他權利，特別是客戶未支付所有款項的權利。

- 2.10 The Client acknowledges that the Company also has the right to liquidate all or part of the Client's positions without prior notice: (a) if any dispute arises concerning any trade of the Client; (b) upon occurrence of any Event(s) of Default; or (c) whenever the Company deems liquidation necessary or advisable for protection of the Company. No conduct or omission on behalf of the Company shall constitute any form of waiver or variation or relaxation of the Company's right to close out the Client's position unilaterally.

客戶確認公司仍有權在沒有事先通知時清算所有或部分客戶的持倉：(a) 如在客戶的任何交易出現任何爭議時；(b) 出現在任何失責事件；或(c) 任何時候當公司認為為了保護公司的利益有必要或適當地進行清算時。任何代表公司的行為或不作為均不構成任何形式的放棄或變更或放寬或對公司單方面終止客戶持倉的權利。

- 2.11 The Client shall pay interest on the outstanding amount of the Margin Facilities from time to time at such rate and in such manner as determined by the Company from time to time. Interest will accrue on the outstanding amount of the Margin Facilities on daily basis and the accrued interest will be deducted from the Margin Account on a monthly basis and shall be payable at any time upon the demand made by the Company.

客戶須就保證金融資下所不時欠負之款額以公司不時釐定之利率及方式支付利息。利息將以保證金融資下所每日欠負之款額累計，而累計利息將會每月從保證金扣除，並且在公司提出付款要求時，客戶須即時支付。

### 3. COLLATERAL 抵押品

- 3.1 The Client, as beneficial owner of the Collateral, hereby charges in favour of the Company in respect of all the Secured Obligations by way of first fixed charge all the Client's right, title, benefits and interests in and to the Collateral including any additional or substituted collateral and all dividends, interest paid or payable, rights, interests, money or other properties accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of the Collateral as continuing security for the payment and discharge of the Secured Obligations.

客戶以實益擁有人的身分，謹此以第一固定押記形式，向公司抵押所有有關抵押品的各種權利、所有權、利益及權益。這些包括但不限於任何額外或被替代的財產或就該等財產或額外的或獲替代的財產的應累計或在任何時間透過贖回、分紅、優先權、選擇權或其他形式所提供的所有股息、已支付或需支付的利息、權利、權益、款項或財產，以作為持續的有關抵押品，以便償還有抵押債務。

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

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

- 3.3 The Company is entitled to exercise any voting right or other right in respect of the Collateral for the protection of the Company's interest in the Collateral and the Client shall not exercise any right attaching to the Collateral in any manner which, in Company's opinion, may be inconsistent with the obligations under these Terms and Conditions or prejudicial to the Company's right in the Collateral.

公司有權行使涉及有關抵押品的表決權及其他權利以保障其在有關抵押品的利益。倘若客戶行使其在有關抵押品的權利，會與其在本章則及條款的義務有所矛盾，或在任何形式下可能會影響公司就有關抵押的利益，客戶不得行使該權利。

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

只要仍有未償還的有抵押債務，公司有權在未事先通知或獲得客戶同意前，行使其絕對酌情權以其認為適合的條款及方式保障其利益，處置或以其他方式處理有關抵押品（任何部份或全部），用以償還有抵



押債務，尤其客戶未能依公司要求提供有關抵押品時或市場價格發生重大波幅時。如出售有關抵押品後，仍有缺欠，客戶須即時向公司支付，用以彌補該不足之數。

- 3.5 The Client shall pay or reimburse the Company immediately upon demand all costs (including debt collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of the Company under these Terms and Conditions.

客戶須按要求向公司即時支付或償還所有與執行或保障公司根據本章則及條款享有的任何權利有關的費用（包括追討債務費用及以足額彌償為基準的法律費用）及開支。

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

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

- (a) any other security, guarantee or indemnity now or hereafter held by the Company or members of the Company Group in respect of the Secured Obligations;  
就有抵押債務，公司或公司集團成員現時或將來所持有的任何其他抵押、擔保或彌償；
- (b) any variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge except to the extent of the relevant variation, amendment, waiver or release) ;  
任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除（包括押記，除有關的修改、修訂、寬免或解除外）；
- (c) the enforcement or absence of enforcement or release by the Company or members of the Company Group of any security, guarantee or indemnity or other document (including the Charge) ;  
公司或公司集團成員就任何抵押、擔保或彌償或其他文件（包括押記）的強制執行或沒有強制執行或免除；
- (d) any time, indulgence, waiver or consent given to the Client or any other person whether by the Company or members of the Company Group;  
不論由公司或公司集團成員向客戶或其他人士所給予的時間、寬限、寬免或同意；
- (e) the making or absence of any demand for Collateral or payment of any sum payable under the Agreement made on the Client whether by the Company or any other person;  
不論由公司或公司集團成員或任何其他人士所作出或沒有作出根據本章則及條款的任何提供有關抵押品或償還款項的要求；
- (f) the insolvency, bankruptcy, death or insanity of the Client;  
客戶的無償債能力、破產、死亡或精神不健全；
- (g) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person;  
公司與任何其他人進行合併、兼併或重組或向任何其他人士出售或轉移公司的全部或部份業務、財產或資產；
- (h) the existence of any claim, set-off or other right which the Client may have at any time against Company or any other person;  
在任何時候客戶對公司或任何其他人士所存在的任何申索、抵銷或其他權利；
- (i) any arrangement or compromise entered into by the Company with Client or any other person;  
公司與客戶或任何其他人士訂立的安排或妥協；
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;  
涉及該融資的任何文件的條文或任何抵押、擔保或彌償（包括押記）之下及有關的條文的不合法性，無效或未能執行或缺陷，不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故；
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release,

settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or

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

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

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

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

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

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

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

被存放於公司在認可財務機構、獲證監會核准的託管人或另一獲發牌進行證券交易的中介人在香港開立及維持指定為信託賬戶或客戶賬戶的獨立賬戶作穩妥保管；

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

被存放於公司以其名義在認可財務機構、獲證監會核准的託管人或另一獲發牌進行證券交易的中介人的賬戶；或

- (c) registered in the name of the Client or the Company.

以客戶或公司的名稱登記。

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

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

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

客戶須單獨承擔公司以第 4.1 條及第 4.2 條所述或其他方式代客戶持有的任何證券引致的風險，公司概無責任替客戶就各類風險購買保險。公司亦毋須承擔按第 4.1 條及第 4.2 條中涉及第三者所引致之損失、費用或損害，包括但不限於第三者的欺騙或疏忽所引致的損失。

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

holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by the Company. The Company shall not be responsible for any failure in making such distribution of any party which holds securities of the Client.

客戶存放於公司而非以客戶名義登記之任何證券的應計股息、分派或利益將會由公司代收，然後記入客戶的有關賬戶（或者按協定付款給客戶），公司可就此收取合理行政費用。倘該等證券屬於公司代客戶以及其他客戶持有較大數量的同一證券的一部份，客戶有權按其所佔的比例獲得該等證券的利益，公司也可就此收取合理行政費用。倘持有客戶的證券以提供保管服務的其他人士未能作出有關的分配，公司不須為此而負上任何責任。公司亦可依照客戶事先的具體指示就該等證券代客戶行使表決權。

- 4.5 For so long as there exists any indebtedness to the Company on the part of the Client, the Company may refuse any withdrawal of securities collateral and the Client shall not without consent of the Company withdraw any securities collateral.

只要客戶仍對公司欠任何債項時，公司有權拒絕客戶提取證券抵押品的要求，以及客戶在未獲公司事先同意時，無權提取任何證券抵押品。

- 4.6 The Company is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.

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

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

在不損害公司可能擁有的其他權利和補救前提下，公司獲授權處置不時由客戶收取或代客代持有的證券抵押品，以解除由客戶或代客戶對公司或第三者所負的任何法律責任。

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

在不影響公司任何其他的權利或補救方法的原則下，客戶授權並同意公司可以（其包括）下列一種或以上的方式去處理不時代客戶收取或持有的本地證券抵押品：

- (a) apply any of the Local Securities Collateral pursuant to a securities borrowing and lending agreement; 依據證券借貸協議運用任何客戶的本地證券抵押品；
- (b) deposit any of Local Securities Collateral with an authorized financial institution as collateral for financial accommodation provided to the Company; or 將任何客戶的本地證券抵押品存放於認可財務機構，作為提供予公司的財務通融的抵押品；或
- (c) deposit any of the Local Securities Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. Such authority shall remain valid for a period of twelve (12) months from the approval date of the opening of the Margin Account unless the Client gives not less than seven (7) Business Days' prior written notice to the Company to revoke the same at anytime, provided that no such revocation shall be effective if there is any indebtedness in the Margin Account. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO. If the Client requests for revocation of such standing authority or the standing authority has not been renewed by the Client whom the Company called upon to do so, the Company reserves the right to terminate these Terms and Conditions and operations of the Margin Account and then the Client shall forthwith settle any indebtedness owing to the Company and the members of the Company Group.

將任何客戶的本地證券抵押品存放於 (i) 認可結算所；或 (ii) 另一獲發牌或獲註冊進行證券交易的中介人，作為解除公司在交收上的義務和清償公司在交收上的法律責任債務的抵押品。除非客戶於任何時候給予公司不少於七(7)個營業日的書面通知撤銷有關授權，此項授權由保證金賬戶的授權開戶開始起計十二(12)個月內有效；但假若保證金賬戶中的債項仍未解除，則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權，可按照《證券及期貨條例》下的有關規則予以續期或當作已續期。倘若客戶要求撤銷有關授權，或公司要求續期時，客戶沒有將常設授權加以續期時，公司保留權利終止本章則及條款及保證金賬戶的運作，而客戶必須立即清還欠公司及其他公司集團成員的債務。

- 4.9 Subject to the provisions of the SFO, the Client agrees that the Company is entitled to retain for its own benefit and

not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client held in the Account with any third party for any purpose by the Company.

《證券及期貨條例》容許的情況下，客戶同意公司有權為其本身的益處保留及毋須向客戶交代源自任何公司向第三者為任何目的借出或存放客戶的證券所獲取的任何收費、收入、回佣或其他利益。



## PART V - ADDITIONAL TERMS FOR ELECTRONIC TRADING SERVICE

### 第五部份 - 電子交易服務之附加條款

#### 1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用

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

就應客戶要求公司同意按照本章則及條款的條款向客戶之賬戶提供電子交易服務的情況下，本附加條款之條文只對該等賬戶適用。

#### 2. TERMS FOR ELECTRONIC TRADING SERVICE 電子交易服務之條款

- 2.1 In the case of a individual Client, the Electronic Trading Service are for the Client's sole and exclusive use. In the case of a non-individual Client, the Electronic Trading Service shall only be used by the Authorized Person and not any other person.

倘若客戶屬個人客戶，電子交易服務僅供客戶專用。倘若客戶屬非個人客戶，電子交易服務僅供獲授權人士使用，任何其他人士概無權使用。

- 2.2 When using the Electronic Trading Service, the Client or, where applicable, the Authorized Person warrants that he/she is the only authorized user of the Access Codes and will be responsible for all instructions placed and all Transactions conducted with the use of the Access Codes.

如客戶或獲授權人士（如適用）使用電子交易服務，其承諾其為登入密碼的唯一授權用戶，負責所有使用登入密碼而作出的指示及完成的所有有關交易。

- 2.3 The Access Codes will be dispatched to the Client or, where applicable, the Authorized Person in such a manner as the Company shall from time to time prescribe at the risk of the Client or, where applicable, the Authorized Person.

登入密碼將以公司不時規定的方式送發予客戶或獲授權人士（如適用），而客戶或獲授權人士（如適用）需就有關送發的方式自行承擔風險。

- 2.4 In case of joint account, the Access Codes will be made available to all the account holders in such a manner and form as the Company shall from time to time prescribe. Either one or all of the joint account holders is entitled and have full power and authority to operate the Account subject to these Terms and Conditions unless otherwise agreed in writing.

倘若屬聯名賬戶，登入密碼將以公司不時規定的方式及形式提供予所有帳戶持有人。任何或所有聯名帳戶持有人將有權及被賦予全面的權力及授權操作有關帳戶，另有書面約定者除外。

- 2.5 The Client and, where applicable, the Authorized Person shall be responsible for the confidentiality, security and use of the Access Codes issued to the Client and, where applicable, the Authorized Person by the Company. The Company may use authentication technologies in connection with the Electronic Trading Service. The Client and, where applicable, the Authorized Person shall comply with the procedure guide issued, amended or extended by the Company from time to time in relation to the operations and security measures of Electronic Trading Service and the Client and, where applicable, the Authorized Person undertake to logoff the Electronic Trading Service immediately following the completion of each Electronic Trading Service session.

客戶及獲授權人士（如適用）須負責公司給予客戶的登入密碼的保密、安全及使用。公司可於電子交易服務有關的事項上使用認證技術。客戶及獲授權人士（如適用）須遵守公司不時發出、修訂或延展有關電子交易服務運作及保安措施的指引，且客戶及獲授權人士（如適用）在每次完成電子交易服務時段後，應立即退出電子交易服務。

- 2.6 Any instruction given by quoting the Access Codes, once given, may not be revoked or withdrawn in whole or in part without the consent of the Company. All such instructions given, as understood and acted on by the Company in good faith, shall be irrevocable and binding on the Client and, where applicable, the Authorized Person whether given by the Client or the Authorized Person or by any other person purporting to be the Client or the Authorized Person. Unless the Company has actual knowledge that an instruction is a duplicated instruction before it has effected the relevant instruction, the Company shall be entitled to deem such duplicated instruction as an independent instruction and effect the same and shall not be liable for any loss incurred by the Client and the Authorized Person resulting thereof. The Company shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Access Codes.

任何提供登入密碼之指示一經發出，如未得公司同意，概不得全部或部份地註銷或撤回。所有此等已作

出之指示，不論由客戶或獲授權人士或任何聲稱為客戶或獲授權人士之人士發出，如經公司以真誠予以理解及執行後，即不可撤回及對客戶及（如適用）獲授權人士具有約束力。除非公司在未執行有關指示前實際知道有關指示是一個重覆指示，否則公司可視客戶及獲授權人士的該重覆指示為一個獨立指示並予以執行，而毋須為客戶及獲授權人士可能由此產生的任何損失負責。除核對登入密碼外，公司並無責任核證作出該等指示之人士之身分或授權，或此等授權之真確性。

- 2.7 The Company may (but not have obligations to) monitor and/or record any of the Client and, where applicable, the Authorized Person's instructions given or orders transacted through the Electronic Trading Service. The Client and, where applicable, the Authorized Person agree to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the relevant instructions and Transactions and as binding on the Client and, where applicable, the Authorized Person.

對於客戶及（如適用）獲授權人士透過電子交易服務而發出的指示或買賣盤，公司可以（但無義務）進行監察及/或記錄。客戶及（如適用）獲授權人士同意接受任何該等記錄（或其騰本）作為有關指示或有關交易的内容及性質的最終及不可推翻的證據，並且對客戶及（如適用）獲授權人士有約束力。

- 2.8 The Company will not be deemed to have received or executed the instructions from the Client and, where applicable, the Authorized Person given through the Electronic Trading Service unless and until the Client and, where applicable, the Authorized Person have received the relevant acknowledgement or confirmation in such manner specified by the Company from time to time (including without limitation by posting the status of the instructions in order journals on the website which is operated by the Company and is freely accessible by the Client and, where applicable, the Authorized Person). The Company is also entitled to correct any errors in such acknowledgement or confirmation without incurring any liability in connection therewith.

除非及直至客戶及（如適用）獲授權人士收到公司透過其不時指定的方式作出的認收或確認（包括但不限於客戶及（如適用）獲授權人士可透過客戶的登入密碼自由查閱網站上的買賣日誌刊登客戶的指示或買賣盤的狀況），否則公司將不會被視為已收到或執行客戶有關的指示。公司有權糾正任何認收或確認的誤差，而不應就此招致任何法律責任。

- 2.9 The Client and/or, where applicable, the Authorized Person shall immediately notify the Company if:  
如遇下列情況，客戶及/或（如適用）獲授權人士應立即通知公司：

- (a) an instruction has been placed through the Electronic Trading Service and the Client and/or, where applicable, the Authorized Person has not received an instruction number or acknowledgement of receipt of the instruction or of its execution from the Company (whether by hard copy, electronic or verbal means);  
已透過電子交易服務發出指示，但客戶及/或（如適用）獲授權人士沒有收到買賣盤號碼，或沒有收到關於指示或其執行的認收通知（不論以書面、電子或口頭方式）；
- (b) the Client and/or, where applicable, the Authorized Person has received acknowledgement of a Transaction (whether by hard copy, electronic or verbal means) which the Client did not instruct, or is inconsistent with the Client and/or, where applicable, the Authorized Person's instruction or the Client and/or, where applicable, the Authorized Person has any suspicion of unauthorized access to the Electronic Trading Service;  
or  
客戶及/或（如適用）獲授權人士收到非由客戶及/或（如適用）獲授權人士發出的指示或其執行或與其發出的指示不符合的認收通知（不論以書面、電子或口頭方式）或懷疑有人於非授權下登入電子交易服務；或
- (c) the Client and/or, where applicable, the Authorized Person becomes aware of or suspicious of any loss, theft, or unauthorized disclosure or use of Access Codes.  
客戶及/或（如適用）獲授權人士懷疑或察覺任何遺失、盜竊、未經授權的透露或使用登入密碼。

Until the Company's actual receipt of such notification, the Client and, where applicable, the Authorized Person shall remain responsible for any and all use of the Electronic Trading Service by unauthorised persons or for unauthorised purposes.

在公司實際收到該等通知前，客戶及（如適用）獲授權人士須就任何及所有因未經授權人士使用電子交易服務或作未經授權用途負責。

- 2.10 The Company reserves the right to suspend the Electronic Trading Service if an incorrect Access Code has been input on or more than three (3) occasions.

如果錯誤輸入登入密碼超過三(3)次，公司有權暫停提供電子交易服務。

- 2.11 Notwithstanding any other provisions in these Terms and Conditions, where the Client is provided with Electronic

Trading Service, following execution of the Client's trading orders, the Client accepts that the Company may send to the Client and the Client agrees to receive trading confirmations and records (including but not limited to contract notes and statement of transactions) through electronic posting to the Account, the website operated by the Company or the Client's email address (as provided in the Account Opening Form or notified by the Client from time to time) or other electronic means in lieu of printed documents. Such confirmations and records shall be deemed to have been received by the Client and, where applicable, the Authorized Person immediately after transmission and it is the duty of the Client and, where applicable, the Authorized Person to check such confirmations and records. It is also the duty of the Client and, where applicable, the Authorized Person to enquire with the Company if a confirmation or record is not received within the time usually required for a similar confirmation or record to be received. Any such information will be freely accessible by the Client and, where applicable, the Authorized Person after such sending by the Company and the Client and, where applicable, the Authorized Person shall print out such documents or make its own arrangement forthwith without delay to maintain its own records if necessary. If the Client and, where applicable, the Authorized Person insist to receive its trading confirmation and records in printed documents, the Company is entitled to charge a reasonable fee for providing such service.

不論本章則及條款中任何其他條款的規定，若客戶獲提供電子交易服務，於客戶的買賣指示被執行之後，客戶須接受公司可以向客戶發出而客戶亦同意收取公司通過電子告示方式向有關賬戶、公司之網站或（開戶表格中提供或客戶不時通知）電郵地址發出或通過其他電子方式向客戶發出交易確認及記錄（包括但不限於成交單據及結單）以取代印本形式的文件。此等交易確認及記錄一經傳送，即視為客戶及（如適用）獲授權人士經已收到，客戶及（如適用）獲授權人士須負責查核該等交易確認及記錄。倘若在收取同類交易確認或記錄通常所需之時間內尚未收到有關交易確認或記錄，客戶及（如適用）獲授權人士有責任向公司查詢。於公司發出該些信息之後，客戶及（如適用）獲授權人士可隨意讀取該些信息。若有需要的話，客戶及（如適用）獲授權人士必須盡速列印該等電子信息或作出其他適當安排，以供其記錄之用。如客戶及（如適用）獲授權人士仍要求以印本形式收取其交易確認及記錄時，公司可就提供該項服務收取合理費用。

- 2.12 The Client and, where applicable, the Authorized Person agree that should Client and, where applicable, the Authorized Person experience any problems in reaching the Company through the Electronic Trading Service or vice versa, the Client and, where applicable, the Authorized Person shall attempt to use an alternative method or device, as the Company may make available, to communicate with the Company to place the Client and, where applicable, the Authorized Person's orders and to inform the Company of the difficulty the Client and, where applicable, the Authorized Person have experienced.

客戶及（如適用）獲授權人士同意如其未能透過電子交易服務與公司聯絡，或公司未能透過電子交易服務與客戶聯絡時，則客戶及（如適用）獲授權人士運用公司提供的其他聯絡途徑向公司發出買賣指示，並通知公司其遇上的問題。

- 2.13 The Client and, where applicable, the Authorized Person acknowledge that the Client and, where applicable, the Authorized Person have read and understood the Company's procedure guide relating to the use, operation, security measures and procedures of the Electronic Trading Service, and further acknowledges that such guide may be amended or supplemented by the Company from time to time, which shall be binding on the Client and, where applicable, the Authorized Person in respect of the Client and, where applicable, the Authorized Person's use of the Electronic Trading Service.

客戶及（如適用）獲授權人士確認客戶及（如適用）獲授權人士已細閱及明瞭關於網上交易服務的使用、操作及程序的指引，客戶及（如適用）獲授權人士進一步確認公司可不時更改或增補該指引，而且該指引對客戶及（如適用）獲授權人士在其使用網上交易服務及網上交易賬戶具約束力。

- 2.14 The Client and, where applicable, the Authorized Person acknowledge that the Electronic Trading Service, the websites operated by the Company and the ORS Provider, the ORS and the software comprised in them (including without limitation ORS Software and BS Software), are licensed or proprietary to the Company, the ORS Contractor and their agents, contractors and service providers. The Client and, where applicable, the Authorized Person shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the Electronic Trading Service, the websites operated by the Company and the ORS Provider or any of the software comprised in them.

客戶及（如適用）獲授權人士確認電子交易服務、公司或 ORS 服務商營辦的網站及買賣盤傳遞系統其中的軟件（包括但不限於 ORS 軟件及公司軟件）屬於公司或 ORS 服務商或其代理人、承辦商或服務供應商所擁有或授權使用，客戶及（如適用）獲授權人士不得及不可企圖干擾、更改、改動、反編碼、進行逆向工程或作其他任何改動或未經授權擅闖任何電子交易服務及公司或 ORS 服務商營辦的網站之任何部份或其中任何軟件。

- 2.15 The Client and, where applicable, the Authorized Person acknowledge that the Client and, where applicable, the Authorized Person have fully understood the implications of the risks associated with the Electronic Trading Service

as set out in the Risk Disclosure Statement but agree that the benefits of using the Electronic Trading Service outweigh these risks and waive any claim the Client and, where applicable, the Authorized Person might have against the Company or any Company Group arising from:

客戶及（如適用）獲授權人士確認其完全瞭解載列於風險披露聲明中與電子交易服務相關的風險的含義，雖然存在風險，但是客戶及（如適用）獲授權人士同意使用電子交易服務所得的利益超過有關的風險。客戶及（如適用）獲授權人士現放棄其由於以下各項而可能對公司提出的任何申索：

- (a) systematic failures (including hardware and software failure) ;  
系統故障（包括硬件及軟件故障）；
- (b) the Company's acceptance of any unauthorized instructions which appear or which the Company believes to be from the Client and, where applicable, the Authorized Person;  
公司接受看似是或公司認為是由客戶及（如適用）獲授權人士發出的任何指示，但其實是未經授權的指示；
- (c) failure or delay in the execution of instructions from the Client or execution of the Client and, where applicable, the Authorized Person's instructions at prices different from those prevailing at the time the instructions were given;  
未執行或延誤執行客戶及（如適用）獲授權人士的指示，或按與發出指示時不同的價格執行客戶的指示；
- (d) the Client and, where applicable, the Authorized Person's access to the website of the Company or the Electronic Trading Service being limited or unavailable;  
客戶及（如適用）獲授權人士與公司的網站或電子交易服務接達被限制或無法進行；
- (e) failure to or delay in dispatch or delivery of any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or form any information contained in any such notice;  
未送交或延誤送交透過電子交易服務提供或要求的任何通知或資料，或任何該等通知或其所載的任何資料有任何不準確、錯誤或遺漏；
- (f) Client and, where applicable, the Authorized Person's failure to use the Electronic Trading Service in accordance with the Agreement or any relevant agreement between the Company and the Client; and  
客戶及（如適用）獲授權人士沒有按照本章則及條款或公司與客戶簽立的任何相關的協議的規定使用電子交易服務；及
- (g) the Client and, where applicable, the Authorized Person's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service or the website operated by the Company.  
客戶及（如適用）獲授權人士依賴、使用透過電子交易服務或由公司營辦的網站提供的任何資料或素材，或按該等資料或素材行事。

2.16 The Client may terminate the use of the Electronic Trading Service at any time by giving to the Company not less than seven (7) Business Days' (including SWT Day, where applicable) prior written notice provided that the accrued rights of the Company under these Terms and Conditions shall not be affected.  
客戶可向公司發出不少於七(7)個營業日（包括惡劣天氣交易日，如適用）之事先書面通知後而隨時終止使用電子交易服務，惟公司於本章則及條款項下之累計權利將不受影響。

2.17 The Client and, where applicable, the Authorized Person shall provide such information as the Company may from time to time reasonably request for the purposes of providing the Electronic Trading Service.  
客戶及（如適用）獲授權人士須提供公司為提供電子交易服務而不時合理地要求之資料。

2.18 The Client and, where applicable, the Authorized Person authorise the Company to disclose and transfer information relating to the Client, the Authorized Person, their respective accounts and/or the Transactions executed by the Company on behalf of the Client and/or the Authorized Person to such person(s) as the Company may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Company execute such Transactions or any Exchange, government or regulatory authority in such jurisdiction.  
客戶及（如適用）獲授權人士授權公司可根據公司執行有關交易所在之任何司法管轄區之任何法律、規則或規例，或該等司法管轄區之任何交易所、政府或監管機構之要求（不論是否在法律強制下），將有關客戶、獲授權人士、賬戶及/或公司代客戶及/或獲授權人士執行之有關交易之一切資料，披露及轉移予任何人士。



- 2.19 The Company may make financial, market or other information and data (the "**Market Information**") supplied by any person (the "**Information Provider**") available to the Client via the Electronic Trading Service and may provide the Client with reports compiled from the Market Information in any form, medium or means (the "**Reports**"). The Market Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Company nor any Information Provider shall be considered an investment adviser to the Client and, where applicable, the Authorised Person. Neither the Company nor any Information Provider warrants, represents or undertakes the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. Nor do either of the Company and any Information Provider assume any liability (whether in tort or contract or otherwise) for any reliance on the Market Information or the Reports by the Client, the Authorised Person or any other person.

公司可透過任何互聯網網站提供由任何其他人士（下稱「**資料供應商**」）提供之財務、市場或其他資料及數據（下稱「**市場資料**」），及以任何形式、媒介或途徑，提供由市場資料編製之報告（下稱「**報告**」）予客戶。互聯網網站之市場資料及報告祇供參考之用，並不擬用作交易或其他用途。公司或任何資料供應商均不應被視為客戶及（如適用）獲授權人士之投資顧問。公司或任何資料供應商對任何市場資料或報告之次序、準確性、真確性、可靠性、充裕性、時間性或完整性，或其是否適宜作任何用途概不作出保證、陳述或擔保，亦不會就客戶、獲授權人士或任何其他人士因依賴市場資料或報告而承擔任何法律責任（不論為侵權或合約或其他方面）。

- 2.20 The Client and, where applicable, the Authorized Person acknowledge that it is his/her/its responsibility to determine independently market prices, interest rates, exchange rates for trading purposes through his/her/its usual trading channels, to verify any of the Market Information and/or the Reports before relying or acting on it and to seek independent professional advice on legal, financial, tax and other issues in connection with the use of the Electronic Trading Service, and any Transactions and dealings conducted via which that may affect the Client and, where applicable, the Authorized Person under all applicable laws.

客戶及（如適用）獲授權人士確認有責任自行透過其慣常之買賣渠道，獨立決定買賣之市價、利率及兌換率；並有責任在依賴任何市場資料及/或報告或據此行事前，自行予以核證。同時，客戶及（如適用）獲授權人士亦有責任就使用電子交易服務及透過其進行之任何買賣有關交易在所有適用法律下對客戶及（如適用）獲授權人士可能產生之影響，尋求法律、財務、稅務及其他方面的獨立專業意見。

- 2.21 The Client and, where applicable, the Authorized Person acknowledge that the Company is not responsible for the content available on or the set-up of any other websites or resources linked to the Company's website. Access to, and use of, such other websites or resources is entirely at the Client and, where applicable, the Authorized Person's own risk and subject to any terms and conditions that may be applicable to such access or use. Any website hyperlinked on the Company's website is for reference only. The Company shall not be deemed to control, endorse, recommend, approve, guarantee or introduce any third parties or any of the services or products that they provide on their websites, whether directly or indirectly, nor does the Company have any form of cooperation with such third parties and websites.

客戶及（如適用）獲授權人士確認，對於設置連結到公司的網頁的其他網站或任何方式上的所有內容，公司不負有任何責任。客戶及（如適用）獲授權人士須自行承擔進入或使用該等網站或資源的全部風險，並受到適用於登入或使用該等網站或資源的任何使用條款的約束。公司的網頁所提供的任何其他網站的超連結僅供參考。公司不應被視為擁有、贊同、推薦、核准、擔保或介紹任何第三方或於其網站上提供（不論直接或間接）的任何服務或產品，或與該等第三方或網站有任何形式的合作關係。

- 2.22 Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Company on the internet site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding. Any interest rate, exchange rate, price and information offered by the Company for the purpose of the relevant transaction shall be binding on the Client and, where applicable, the Authorized Person upon his/her/its acceptance irrespective of any different interest rate, exchange rate, price or information quoted by the Company.

公司為回覆網上查詢而透過互聯網網站或其他媒介提供之任何兌換率、利率、買賣報價或其他價格及資料僅供參考之用，並不對公司具任何約束力。儘管公司曾提供不同之兌換率、利率、報價及資料，客戶及（如適用）獲授權人士一經接納公司就有關交易而提供之任何利率、兌換率、報價及資料，即對客戶具有約束力。

- 2.23 The Client and, where applicable, the Authorized Person acknowledge that there may be a time lag in transmission of instructions, information or communication via the internet.

客戶及（如適用）獲授權人士確認經由互聯網傳送之指示、資料或通訊，可能會出現時差。

- 2.24 The Company will only act on an instruction insofar as it is in the Company's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.

公司只會執行公司認為合理可行之指示，並將遵照公司正常業務慣例及程序行事。

- 2.25 The Company will take reasonably practicable steps to ensure that the Company's systems in connection with the Electronic Trading Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Company from time to time.  
公司將根據適用於公司之任何法律、規則、規例、指引、通函、守則及現行市場慣例，採取合理可行之步驟，以確保與電子交易服務有關之系統已裝置足夠之保安設施，並於系統運作時，對有關風險予以監控。
- 2.26 The Company shall be entitled to effect any payment and to require the Client and, where applicable, the Authorized Person to effect any payment in any currency as the Company may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Company to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Client and the Authorized Person.  
公司有權執行任何付款及要求客戶及（如適用）獲授權人士按公司所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按公司在當時有關外匯市場之當時兌換率而釐訂之兌換率進行，有關兌換率對客戶及獲授權人士而言，均屬具終局性，並具有約束力。
- 2.27 The Company reserves the right to charge fees in relation to the use and/or termination of the Electronic Trading Service and to revise such fees. The Company shall determine and give reasonable notice to the Client of the rate of any fee from time to time before they become effective which shall be binding on the Client if the Client continue to maintain or use the Electronic Trading Service on or after the effective date. Fees may be collected from the Client in such manner and at such intervals as the Company may specify.  
公司保留可就使用及/或終止電子交易服務而收取費用及調整此等收費之權利。公司可不時釐訂任何有關之收費及於該等收費生效前向客戶發出合理通知。如客戶於生效日期或以後仍繼續使用電子交易服務，此等收費即對客戶具有約束力。公司並將指定向客戶收取收費之方式及相隔期間。
- 2.28 None of the Company, Associate or any Information Provider warrant or represent that the Electronic Trading Service, the Market Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Client and, where applicable, the Authorized Person.  
公司、任何聯營公司或任何資料供應商，均不保證或聲明電子交易服務、資料及報告不含有任何對客戶及（如適用）獲授權人士之硬件、軟件或設備構成不利或不良影響之病毒或其他破壞性程式。
- 2.29 To the extent permitted by law, unless due to our gross negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), the Company shall not assume any liability or responsibility to the Client or any other person for the consequences arising from or in connection with:-  
於法律容許的範圍內，除非由於公司之嚴重疏忽或故意失責所引致，並僅以由此直接引起的直接及可合理預見的損失及損害（如有）或相關交易的金額（以較少者為準）為限，公司概不會就由以下所引致之後果，而向客戶或任何其他人士承擔任何法律責任或責任：—
- (i) use of the Electronic Trading Service and/or access to any information as a result of such use by the Client (or, in the case of a non-individual Client, the Authorized Person) or any other person whether authorized or not;  
由客戶（倘若屬非個人客戶，則獲授權人士）或任何其他不論是否獲授權之人士使用電子交易服務及/或取得任何資料；
  - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Electronic Trading Service, in transmitting instructions or information relating to the Electronic Trading Service or in connecting with the internet site(s) caused by any acts, omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and  
在提供電子交易服務、傳送與電子交易服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或公司所能合理控制範圍以外之情況，包括但不限於通訊網路失靈、提供服務之第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、規例、守則、指令、監管指引或政府命令（不論是否具法律效力）而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及
  - (iii) transmission and/or storage of any information and/or data relating to the Client, the Authorized Person, the Electronic Trading Service and/or Transactions or dealings conducted by the Client and/or the Authorized

Person pursuant to the Electronic Trading Service through or in any system, equipment or instrument of any communication network provider.

透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與客戶及/或獲授權人士依據電子交易服務進行服務及/或有關交易或買賣有關之資料及/或數據。

- 2.30 In no event shall the Company or any Information Provider be liable to the Client, the Authorized Person or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.  
在任何情況下，公司或任何資料供應商，毋須對客戶、獲授權人士或任何其他人士就任何偶發性、間接、特殊或相應或懲罰性損害賠償負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。
- 2.31 Unless the following Clause 2.32 applies, the Client and, where applicable, the Authorized Person shall be fully liable and responsible for all consequences arising from or in connection with use of the Electronic Trading Service and/or access to any Market Information or the Reports or any other information as a result of such use by the Client, the Authorized Person or any other person whether or not authorised.  
除非引用下述第 2.32 條分條款，否則因客戶、獲授權人士或任何其他人士（不論是否獲得授權）使用電子交易服務及/或因使用電子交易服務取得任何市場資料或報告或任何其他資料而引致之後果，均由客戶及（如適用）獲授權人士全部承擔。
- 2.32 Subject to the above sub-clause 2.31 and if, in the Company's reasonable opinion, there is no negligence, fraud or fault on the part of the Client and, where applicable, the Authorized Person, the Client and the Authorized Person shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Electronic Trading Service as a result of:-  
根據上述第 2.31 條分條款之限制，及公司合理地認為客戶及（如適用）獲授權人士並無疏忽、欺詐或錯失，則客戶及獲授權人士毋須就下述原因引致電子交易服務被未經授權交易而產生損失或資金錯置負責：  
—
- (i) a computer crime which should have been prevented by the risks control and management measures had the Company adopted such measures in accordance with the sub-clause 2.25;  
若公司採納第 2.25 條分條款之風險監控措施而能避免之電腦罪行；
  - (ii) a human or system error of the Company; or  
公司之人為或系統失誤；或
  - (iii) a missed or mis-directed payment caused by the Company's gross negligence or wilful default, the Company's officers or employees.  
因公司、公司之職員或僱員重大疏忽而導致之未有付款或錯誤付款。

### 3. DEEMED TIME OF RECEIPT AND TRANSMISSION 推定收取及傳送時間

- 3.1 The provisions of this Clause are applicable in case ORS has been used in the provision of the Electronic Trading Service.  
在提供電子交易服務時，有運用買賣盤傳遞系統的情況下，本條款的條文會適用。
- 3.2 It is agreed that:  
各協議方同意：
- (a) a request, order, instruction, inquiry, message or information (collectively “**Communication**”) sent via the ORS shall be deemed to have been sent by the party sending the Communication (the “**Sender**”) at the time the Communication is accepted by an information system outside the control of the Sender;  
就任何經買賣盤傳遞系統發出的要求、買賣盤、指示、詢問、訊息或資料（統稱「**訊息**」），當不受發出各類訊息的一方（下稱「**發出者**」）所控制之系統接受各類訊息之時，各類訊息視為發出者已發出；
  - (b) a Communication sent by ORS Provider via the ORS shall be deemed to have been received by a party (the “**Recipient**”) at the time the Communication is accepted by the Recipient's information system; and  
就任何由 ORS 服務商，經買賣盤傳遞系統發出各類訊息，當接收各類訊息的一方（下稱「**接收者**」）的資訊系統接受之時，接收者視為已接受該等各類訊息；及
  - (c) a Communication sent by the Company of the Client or any third party (the “**Sending Party**”) via the ORS to ORS Provider shall be deemed to have been received by ORS Provider when ORS Provider ends a message

back to the Sending Party expressly acknowledging receipt, processing or acceptance of the Sending Party's Communication.

就公司、客戶或任何第三方（下稱「發出方」）透過買賣盤系統向 ORS 服務商發出各類訊息而言，當 ORS 服務商向發出方送回認收訊息，明確表明確認收到、處理或接受發出方的各類訊息之時，ORS 服務商視為已收妥各類訊息。

- 3.3 Notwithstanding anything contained herein, the Company shall not be deemed to have received the Client's instruction or executed its instruction unless and until the Client is in receipt of the Company's message acknowledging receipt or confirming execution of the Client's instructions (including without limitation by posting the status of the instructions in order journals on the website which is operated by the Company and is freely accessible by the Client). The Company is also entitled to correct any error in such acknowledgement or confirmation without incurring any liability in connection therewith.

不論本條款中有任何其它條文的規定，除非直至客戶收到公司透過其不時指定的方式作出的認收或確認（包括但不限於客戶可透過客戶的登入密碼自由查閱網站上的買賣日誌刊登客戶的指示或買賣盤的狀況），否則公司將不會被視為已收到或執行客戶的有關指示。公司有權糾正任何認收或確認的誤差，而不應就此招致任何法律責任。



## PART VI - ADDITIONAL TERMS FOR NEW LISTING OF SECURITIES

### 第六部份 — 新上市證券之附加條款

#### 1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用

- 1.1 The provisions in these Additional Terms for New Listing of Securities apply only to any Account in respect of which the Client has requested the Company to apply on the Client's behalf for securities in new issue for listing on SEHK (an "Application") on the terms and conditions of these Terms and Conditions.

就客戶要求公司代客戶於其賬戶申請在聯交所上市的新發行證券（下稱「申請」）的情況下，本附加條款之條文只對該等賬戶適用。

#### 2. TERMS FOR NEW LISTING OF SECURITIES 新上市證券之條款

- 2.1 The Client shall be familiarized with and abide by all the terms and conditions governing the securities in new issue for listing on SEHK and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new securities and the Client acknowledges and agrees to be bound by such terms and conditions in any such Transaction the Client may enter into with the Company.

客戶須熟悉了解並遵守規管在聯交所上市的新發行證券及其申請及在該新發行證券的招股章程及/或發售文件以及申請表或任何其他相關文件中已載列的條款和條件。客戶並且確認及同意在其與公司進行的任何有關交易中均受該等條款和條件的約束。

- 2.2 The Client authorizes the Company to complete such application form as may be required, and represents and warrants to the Company that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of the Client.

客戶授權公司填妥可能需要的申請表，並且向公司聲明和保證在申請表內申請人部份所載述或包含關於客戶的一切聲明、保證、確認和承諾均屬真實及準確。

- 2.3 The Client agrees to be bound by the terms of the new issue and in particular, the Client hereby:

客戶同意受新發行的條款約束，尤其是客戶特此：

- (a) warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities and the Client shall make no other application in that issue;

保證及承諾申請乃為客戶利益，客戶或代表客戶遞交有關同一次證券發行所作出的唯一申請，而客戶在該次發行並沒有作其他申請；

- (b) (where the application is made by the Client as agent for the account of another person) warrants and undertakes that no other application is being made by the Client as agent for or for the account of that person or by that person or by any other person as agent for that person;

（倘若客戶以代理人身份代表其他人士之戶口提出申請）保證及承諾客戶絕不再以代理人身份代表該人士或其戶口提出申請，而該人士或任何其他以該人士代理人身份行事的人士亦不可再提出申請；

- (c) warrants and undertakes that the applicant under the Application is fully entitled to make such Application and hold the Securities applied for and no breach of any laws, regulations or other requirements in any part of the world will arise or result from the making or approval of any such Application;

保證及承諾該項申請項下之申請人可全權提出申請及持有所申請之證券，且不會由於或因為提出申請或取得該等申請之批准而產生或導致違反世界任何地方之法律、規例或其他規定；

- (d) authorizes the Company to represent and warrant to SEHK that no other application shall be made or shall be intended to be made by the Client or for the Client's benefit;

授權公司向聯交所聲明及保證客戶不會亦不擬作出其他申請，並且不會亦不擬為客戶的利益而作出其他申請；

- (e) acknowledges that any application made by an unlisted Company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client;

客戶確認，倘若非上市公司除證券買賣外未有從事其他業務而客戶對該公司具法定控制權力，則

該公司作出的申請應被視為為客戶的利益而作出的；

- (f) acknowledges that the Company will rely on the above warranties, undertakings and authorizations in making the Application; and  
確認公司作出申請時，會依賴上述保證、承諾和授權；及
- (g) acknowledges that the legal, regulatory requirements and market practice in respect of the Application may change from time to time. The Client undertakes to provide to the Company with such information and take such additional steps and make such addition representations, warranties and undertakings as may be required according to the Applicable Laws and market practice.  
確認關於申請的法律和監管要求及市場慣例均會不時作出修訂。客戶承諾會根據適用法律及市場慣例向公司提供必要的資料及採取必要的額外行動，並作出必要的額外陳述、保證和承諾。

2.4 In relation to a bulk application to be made by the Company on behalf of the Company, the Client and/or Company's other Clients, the Client acknowledges and agrees:

有關公司為公司本身及/或客戶及/或公司之其他客戶作出的大額申請，客戶確認和同意：

- (a) that if such bulk application may be rejected for reasons which are unrelated to the Client, the Company, in absence of fraud, gross negligence or wilful default, shall not be liable to the Client or any other person in consequence of such rejection; and  
該大額申請可能會因與客戶無關的理由而遭到拒絕，而在沒有欺詐、嚴重疏忽或故意違約的情況下，公司毋須就該拒絕對客戶或任何其他人士負上責任；及
- (b) to indemnify the Company in accordance with Clause 11.2 of Part II of these Terms and Conditions if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client.  
倘若該大額申請因陳述和保證被違反或任何與客戶有關的理由而遭到拒絕，客戶須按本章則及條款第二部份中第 11.2 條條款向公司作出賠償。

2.5 Where the Client at the same time requests the Company to provide a loan to finance the Application (the "Loan"), the following provisions shall apply:

倘客戶同時要求公司提供貸款作為申請用途（下稱「貸款」），下列規定則適用：

- (a) The Company has discretion to accept or reject the request for the Loan.  
公司有權酌情接受或拒絕貸款要求。
- (b) Upon the acceptance of the request for the Loan, the employee or representative of the Company will verbally or in writing confirm the terms of the Loan ("Agreed Loan Terms") as agreed between the Company and the Client, which shall be conclusive and binding on the Client.  
公司接受貸款要求時，公司之僱員或代表會以口頭或書面形式確認公司與客戶同意的貸款條款（下稱「約定貸款條款」），該等貸款條款應為決定性的，並對客戶具約束力。
- (c) Before the provision of the Loan, the Client shall provide the Company a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Agreed Loan Terms.  
公司提供貸款之前，客戶應按約定貸款條款內指定的金額和時限向公司提供貸款按金，此按金應組成申請款項的一部份。
- (d) Unless contrary to the Agreed Loan Terms:  
除非約定貸款條款中另有指定：
  - (i) the Loan amount is the total price of the securities (including applicable charges) applied under the Application less the amount of deposit in Clause 2.5(c) of this Part VI ; and  
貸款金額應是申請書內所申請證券的總價格減除客戶依據本第六部份第 2.5(c) 條條款提供的按金款額；及
  - (ii) the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Agreed Loan Terms.  
客戶應無權於約定貸款條款中指定的還款日期之前償還部份或全部貸款。
- (e) The interest rate applicable to the Loan shall be determined under the Agreed Loan Terms.  
適用於貸款的利率會根據約定貸款條款釐定。
- (f) When the Company receives any refund in respect of the Application, the Company has the right, at its

discretion, to apply the same or part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Agreed Loan Terms.

公司在接獲關於申請的任何退款，不論是約定貸款條款指定的還款日期之前或之後，有權自行酌情把上述退款或其任何部份用以清還貸款及累計利息或把上述退款或其任何部份交還給客戶。

- (g) In consideration for the Company's granting of the Loan to the Client, the Client charges to the Company by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorizes the Company to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to the Company under the Loan so long as the Loan (including interest thereon) has not been repaid in full.

因應公司給與客戶的貸款，客戶將所有由貸款申請而獲得的證券以第一固定押記的形式抵押予公司，作為對貸款及累計利息全部償還的持續性保證。在貸款（包括其累計利息）仍未全數償還前，客戶對上述證券概無管有權。客戶授權公司在貸款（包括其累計利息）仍未全數償還前，得以酌情及不須事前通知客戶處置該等證券以支付客戶要清償或解除由公司所提供的任何財務融資的責任。

## PART VII –TERMS AND CONDITIONS OF FUTURES AND OPTIONS TRADING

### 第七部份 — 期貨及期權交易章則及條款

#### 1. PROVISION OF SERVICE 服務的提供

- 1.1 The Company shall in its absolute discretion provide the Client with the service (as the case may be) upon and subject to these Terms and Conditions. In particular and without limitation, the service shall be provided to the Client within the office hours as determined by the Company from time to time in our absolute discretion.  
公司可絕對酌情根據本章則及條款向客戶提供任何服務（視屬何情況而定）。特別是及不限於，服務將於公司絕對酌情權決定的營業時間內提供。
- 1.2 The Company is at liberty to withdraw, terminate or revoke the service at any time in whole or in part.  
公司有權於任何時候部份或全部地撤回、取消或撤銷服務。

#### 2. INSTRUCTIONS AND AUTHORIZATION 指示及授權

- 2.1 The Client agrees to give instructions to deal with all the matters relating to the Account and the service in accordance with the Account Mandate, the Specimen Signature and the Signing Arrangement from time to time provided to the Company by the Client.  
客戶同意根據不時由客戶提供予公司的帳戶指令、簽字式樣及簽署安排就有關賬戶及服務的所有事項發出指示。
- 2.2 The Company may in its absolute discretion refuse to accept or act in accordance with any instruction without giving any reason therefor. If the Client's instruction is not accepted by the Company, the Company will take all reasonable steps to notify the Client promptly of this but the Company will not be liable for any failure to do so.  
公司可按絕對酌情權拒絕接受或執行指示而毋須作出任何解釋。倘若公司拒絕接受客戶的指示，公司將採取一切合理行動儘速通知客戶，但公司毋須對未能儘速通知客戶承擔責任。
- 2.3 The Company is authorized to execute Transaction in accordance with the Applicable Laws and market practice from time to time of Exchange, HKFE, Clearing House and all transactions so executed shall be conclusively binding on the Client.  
公司被授權根據適用法律及交易所、期交所、結算所的市場慣例進行有關交易。所有以此進行的交易都對客戶具約束性。
- 2.4 The Company has unfettered right to retain Correspondent Agent to execute Transaction and the Client acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange, Clearing House or the market practice relevant to such Transaction shall be conclusively binding on the Client.  
公司有不受約束的權力指示業務代理進行有關交易並確認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則或關於有關交易的市場慣例。上述各項對客戶均具決定性的終局約束力。
- 2.5 The Company shall not be responsible for any delays or inaccuracies in the transmission of orders or other information due to any cause whatsoever beyond its reasonable control.  
公司毋須就因其合理控制範圍以外之原因而導致指令或其他資料在傳送時出現延誤或不正確而承擔責任。

#### 3. DEALING RULES AND PRACTICE 交易規則及實務

- 3.1 Unless otherwise agreed between the Client and the Company in writing, the Client will be dealing with the Company on an execution-only basis in reliance solely on the Client's own judgment.  
除非公司與客戶另有書面協議，客戶與公司的業務往來是完全基於客戶自己的個人判斷進行，公司只是執行客戶的指示。
- 3.2 In executing Transaction, the Company may take all such steps as may be required or permitted by the Applicable Laws and market practice. The Company will be entitled to take or not take any action as the Company considers fit in order to ensure compliance with the same and all such actions so taken or not taken will be binding on the Client.  
於進行有關交易時，公司有權根據適用法律及市場慣例的要求或准許採取行動。公司有權按公司認為是否合適而採取或不採取行動以符合所有適用法律及市場慣例的要求。上述的行動對客戶均具約束力。
- 3.3 In executing Transaction, the Company may act either as the Client's agent or the principal subject to the terms and conditions contained herein. Unless otherwise provided in writing, the Company shall act as the Client's agent to enter into transactions or provide the Service for the Client.  
於進行有關交易時，公司會以代理人身分或當事人身分按照章則及條款行事。除非另有書面規定，公司將以客戶代理人身分進行交易或為客戶提供有關服務。



- 3.4 The Company is, in its absolute discretion, entitled to accept or reject any orders or the execution of any orders until (as the case may be) :-  
公司有絕對酌情權，接納或拒絕任何指令或執行任何指令，直至（視屬何情況而定）：
- (a) there is sufficient immediately available funds in the Account; or  
有關賬戶內有足夠可即時動用的資金；或
  - (b) there are sufficient assets in the Account, for settlement of the relevant Futures Transaction; and  
有關賬戶內有足夠資產作有關期貨交易的交收之用；及
  - (c) the Company shall not be held liable to any loss or damages sustained or suffered by the Client arising out of or in connection with our rejection of the Client's instructions.  
公司毋須因公司拒絕客戶的指示而導致客戶的任何損失或損害負責。
- 3.5 The Client understands and agrees that the Company may monitor or record any of communications between the Company and the Client (whether telephonic, digital or electronic communications) in order to verify the instructions given by the Client or the Authorized Person.  
客戶明白及同意公司可以監察或記錄客戶與公司之溝通（不論是電話、數碼或電子溝通），以供公司核實客戶或獲授權人之指示。
- 3.6 If the Company is only able to secure a lesser number of Futures Contracts or Option Contracts than specified in the instruction, those secured contracts shall be binding on the Client and the Company shall not be liable for failure to secure the number of contracts as specified in the instruction.  
倘若公司只能訂立此有關指示少之期貨合約或期權合約數目，所有已訂立之合約均對客戶具有約束力，而公司並不需要就未能訂立有關指示所指定的合約數目負責。
- 3.7 The Client acknowledges and agrees that the Company and its directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by the Client as a result of any delay, failure or inaccuracy in the transmission or communication of instructions, order or data.  
客戶確認及同意公司及公司之董事、高級職員、僱員及代理人毋須對公司任何指示、落盤或數據在傳遞及通訊上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由客戶承擔。
- 3.8 The Client acknowledges that all of the Futures Transactions effected by the Company pursuant to the Client's instructions is a result of the Client's judgment and decision and not result from the Company's selection or advice.  
客戶確認由公司根據客戶指示進行所有期貨交易是根據客戶自己的判斷及決定作出，而並非基於公司之選擇或建議而進行交易。
- 3.9 In respect of all Futures Transactions, the Client agrees to pay the Company commission and charges, as notified to the Company, as well as applicable levies imposed by the Exchange or other regulatory authorities from time or time, and all applicable stamp duties, bank charges, fees and other expenses. The Company may deduct any of the above from the account.  
就所有期貨交易而言，每當公司通知客戶之交易佣金和收費，客戶同意向公司支付以及繳付交易所或其他主管機關不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用及其他支出。公司可以從賬戶中扣除上述任何一項。
- 3.10 The Client acknowledges and agrees that the Clearing House may do all things necessary to transfer any open positions held by the Company on behalf of the Client and any monies and security standing to the credit of its Account(s) with the Company to another Exchange Participant.  
客戶確認並同意結算所可採取一切必要行動，以便將公司代表客戶持有的任何未平倉合約及該客戶在公司所開立的有關賬戶內的任何款項及抵押品，轉調到另一個期交所的交易所參與者。
- 3.11 If the Client resides or gives any orders to the Company outside Hong Kong, the Client agrees to ensure and represent that such orders will be given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees to indemnify the Client on demand for any claims, demands, actions, costs and expenses the Company may suffer or incur in connection with or arising from the Client's residing or giving of any such outside Hong Kong.  
倘客戶住處或向公司發出任何指令的地點為香港以外的地方，客戶同意確保及表明，該等指令之發出將遵從於客戶發出指令的有關司法管轄區的任何及一切適用法律。客戶進一步同意於被要求時償付公司可能因客戶之住處或發出指令地點在香港以外的地方而引致公司蒙受的任何索償、索求、法律訴訟、費用及支出。
- 3.12 The Company shall be entitled (but not obliged) to act on any instruction from the Client, to take any action whatsoever or howsoever against any exchange and/or clearing house and/or any other person in respect of any

failure by such exchange and/or clearing house and/or other person to make any payment or delivery in respect of any Futures Contract or Options Contract entered into by the Company on behalf of the Client provided that if any such action is taken by the Company, the Client hereby agrees and undertakes to indemnify the Company in respect of all costs, claims, demands, damages and expenses arising out of or in connection with such action.

公司有權（但非必要），就任何交易所及/或結算公司及/或其他人士不能根據任何由公司代表客戶所訂立的期貨合約或期權合約而繳款或交付，對任何交易所或結算公司及/或任何其他人士以任何方式採取任何行動，惟客戶同意並承諾，若公司如採取任何行動，客戶將補償公司因採取任何行動而承受或相關之所有費用、索償、付款要求、賠償及損失。

- 3.13 All instructions given by the Client pursuant to these Terms and Conditions which may be executed on more than one exchange may be executed on any Exchange as the Company may select.

客戶根據本章則及條款發出的所有指示，倘若可在多於一個交易所執行，則公司有權選擇在任何的交易所執行該等交易。

- 3.14 If the Company enters into any Futures Transactions on behalf of the Client in currency other than the currency in which the Account is denominated then:-

如公司代表客戶以有關賬戶內存有的貨幣以外的貨幣進行任何期貨交易，則：

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

任何因為該貨幣的匯率波動而帶來的利潤或損失均歸客戶所有，並由客戶承擔有關風險；及

- (b) when such Futures Transactions are sold, set off or otherwise liquidated, the Company may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by the Company on the basis of the then prevailing market rates of exchange for such foreign currency.

當該期貨交易被出售、抵銷或以其他形式清算，公司將有全權以有關賬戶所計值的貨幣，按公司根據該等外幣當時的市場匯率最終決定的匯率，於有關賬戶扣帳或入帳。

- 3.15 The Company may at any time, at its absolute discretion, impose a trading limit on the Futures Transactions, which shall be subject to alternation from time to time.

公司有絕對酌情權對客戶的交易設置持倉限額，及對該限額作出不時之修改。

- 3.16 The Company shall provide to the Client in relation to contract specifications, a full explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent. The Client should make the necessary enquiries and be fully aware of the contract specifications for each Futures Contract and/or Options Contract before placing such orders.

公司須提供客戶有關合約規格、保證金手續之詳細說明及公司可在何種情況下可以未經客戶同意而將客戶之交易平倉。在落盤前，客戶須對每份期貨合約及 / 或期權合約作出所須查詢及完全明瞭其合約規格。

- 3.17 The Client hereby confirms that the Client has read and understood the following options information before placing such options orders:-

在期權合約落盤前，客戶謹此確認客戶已閱讀及明白以下期權資料：-

- (a) Contract Information: strike price; expiry date; underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.

合約資料：行使價；到期日；相關商品；期權種類；買盤或賣盤；開倉交易或平倉交易；最新公佈價；及落盤種類。

- (b) Underlying Commodity: Method of delivery or cash settlement process; contract size; and calculation of settlement prices.

相關商品：交收方法或現金結算程序；合約金額；結算價格或平倉價格之計算方法。

- (c) Exercise Procedures: American or European style exercise.

行使程序：美式期權或歐式期權行使方法。

- (d) Premium: Calculation of contract value; payment of premium

溢價：計算合約值；繳交溢價。

- (e) Margin Approximate: margin requirements; variation adjustment payments; collateral that may be lodged as margin; payments details.

保證金：客戶所須之保證金額；變價調整額；可用作抵押的資產；支付方式。

- (f) Transaction Cost: Minimum commission; Exchange and Clearing House Fees; Exercise Fees; and other applicable levies.

交易成本：最低佣金；交易所及結算所收費；行使收費；及其他適用之徵費。

- 3.18 The Client acknowledges that the Company is bound by the HKFE Rules which permit the HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of the Company if, in the opinion of the HKFE or the Chief Executive, the Client is accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

客戶確認公司受期交所規則所約束，期交所規則其中允許期交所或行政總裁，在期交所或行政總裁認為客戶累積的持倉不利於或可能不利於任何一個或多個特定市場，或可能對任何一個或多個市場（視屬何情況而定）的公平有序運作造成不利影響時，可採取步驟限制客戶的持倉或要求客戶代表公司平倉。

#### 4. MARGIN AND MARGIN CALLS 保證金及催繳保證金

- 4.1 The Client acknowledges and agrees that:-

客戶確認及同意：-

- (a) the Company may make a margin call and demands for variation adjustment, either orally or in writing, and specify therein the period within which such margin calls and demands for variation adjustment must be met and the Client hereby agrees and undertakes to pay or provide the Company with such sums upon demand by the Company;

公司可以口頭或書面形式，發出催繳保證金通知及有關繳付變價調整要求的限期，而客戶亦同意並承諾必須在要求的期限內，履行有關之要求；

- (b) the Company may require more margin or variation adjustment than that specified by HKFE and/or Clearing House and the Client further agrees and undertakes to provide the Company with such additional margin and variation adjustment as may be required by the Client from time to time;

公司可要求客戶繳交期交所及 / 或結算所所訂明的水平為高的保證金或變價調整，而客戶亦進一步同意並承諾必須在要求的期限內，履行有關之要求；

- (c) the Company has the right at its discretion without notice to the Client to close out open positions in respect of which any margin calls and demands of variation adjustment are not met in accordance with sub-clauses (a) and/or (b) above; and

公司有權而毋須通知客戶，當客戶未能在上述第(a)及/或(b)分條款所訂明的限期之前繳交催繳保證金及變價調整要求，或未能在作出該等催繳保證金通知或變價調整，將未平倉合約平倉；及

- (d) the Company may be required to report to HKFE and the SFC particulars of all open positions in respect of which two (2) successive margin calls and demands for variation adjustments are not met in accordance with sub-clauses (a) and/or (b) above.

如果連續兩(2)次未能按照上述第(a)及/或(b)分條款所述，就未平倉合約繳付催繳的保證金及變價調整要求，公司可能需要就所有未平倉合約的詳情向期交所及證監會匯報。

- 4.2 Any delay or failure by the Company to make a margin call and demand for variation adjustment shall not constitute a waiver of its right to do so at any time thereafter, nor shall it create any liability of the Company to the Client.

任何公司未有或延遲作出的催繳保證金通知及變價調整的要求，並不構成對該等權利的放棄，亦不導致公司對客戶產生任何責任。

- 4.3 For the purpose of a margin call, the Company shall use its best endeavours to contact the Client promptly by phone and/or emails to the telephone numbers and/or email addresses respectively indicated by the Client on the Account Opening Form. The Client agrees that it shall be deemed properly notified of the margin call even if the Company fails to contact it by phone or the Client fails to receive the written notice.

為發出催繳保證金通知，公司將盡力及儘快按照客戶在開戶表格中提供的電話號碼及/或電郵地址，以電話及/或電郵聯絡客戶。客戶同意，即使公司未能以電話聯絡客戶，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。

- 4.4 Where any security is deposited with the Company as margin to secure the obligations of the Client hereunder, the Company shall have the right to transfer all or any part of the margin to any account of an exchange, clearing house, or broker without notice to the Client to satisfy any margin or other requirements of the exchange, clearing house, or broker.

對任何存放於公司作為保證客戶在本章則及條款下責任的保證金或抵押品，公司有權在毋須通知客戶之情況下將全部或部分保證金或抵押品轉讓給任何交易所、結算所或經紀的任何賬戶以滿足該交易所、結

算所或經紀的保證金或其他要求。

- 4.5 Any documents or other property held by the Company as security for any margin, deposit or other obligation of the Client to the Company shall be held by it by way of pledge unless it is held expressly subject to some other security arrangement.  
公司將以質押方式持有作為客戶對公司之任何保證金、存款或其他責任之抵押品之任何文件或其他財產，除非明文表示其持有之抵押品乃受制於其他抵押安排，則作別論。

## 5. SET-OFF ARRANGEMENTS 抵銷安排

- 5.1 Without prejudice to Clause 9 of Part II of these Terms and Conditions, the Client agrees and acknowledges that, in relation to the payment of margin (whether provided initially or for the maintenance of open positions), the Company has set-off arrangements in place which will, unless otherwise instructed by the Client in accordance with Clause 5.2 hereof, operate in the following manners:-

在不損害本章則及條款第二部份第 9 條的情況下，客戶同意及確認，就支付保證金（不論為初始或維持未平倉合約而提供）而言，除客戶根據下述第 5.2 分條指示公司外，公司會按下述作出抵銷安排：-

- (a) where the Client opens a new position without adequate initial Margin deposited in the Account for Futures Transactions, the Company is authorized to transfer credit balances in the Client's other trading account(s) maintained with the Company or the Associate to the Account for the purpose of meeting the requirements for, or covering the shortfall of, initial margin required under the relevant Futures Contract;

當客戶在有關帳戶內沒有足夠初始保證金的情況下為期貨交易開立新持倉，公司獲授權將客戶在公司或其聯屬公司持有的其他交易帳戶內的貸方結餘轉移至其進行期貨交易之有關帳戶內，以便客戶履行相關期貨合約之保證金初始要求或補足差額之初始保證金；

- (b) in the event that the Account for Futures Transactions has a shortfall of margin for the maintenance of open positions, the Company is authorized to transfer credit balances in the Client's other trading account(s) maintained with the Company or the Associate to the Account for the purpose of meeting the requirements for, or covering the shortfall of, the required margin for the maintenance of Open Positions under the relevant Futures Contract,

倘進行期貨交易之有關帳戶內保證金不足以維持未平倉合約，公司獲授權將客戶在公司或其聯屬公司持有的其他交易帳戶內的貸方結餘轉移至其進行期貨交易之有關帳戶內，以便客戶履行為維持相關期貨合約之未平倉合約之保證金要求或補足差額之保證金，

**provided always that** any such funds transferred for the purpose of the above set-off arrangements shall not be in excess of the amount required for meeting the margin shortfall.

**前提是**為上述抵銷安排之目的而轉移之資金不得超出保證金差額之數額。

- 5.2 It is hereby declared and agreed that the Company will not carry out the set-off arrangements in the above Clause 5.2 if, and only if the Client instructs the Company that the Client will meet the margin requirements (whether initial or for the maintenance of open positions) by other sources of fund:-

客戶謹此聲明及同意，倘客戶於下述時段向公司指示其會用其他資金來源履行保證金要求（不論為初始或維持未平倉合約），公司不會作出上述第 5.2 分條所述之抵銷安排：-

- (a) immediately before, or at the time when, the new position is opened; or  
緊接於開立新持倉之前或之時；或

- (b) at the time when, and immediately after, the margin call for maintenance of Open Positions (whether by way of telephone, email or such other means as may be agreed between the Client and the Company) is made to the Client by the Company.

公司就維持未平倉合約（不論以電話、電郵或任何其他公司與客戶間同意之方式）發出催繳保證金通知之時或緊接其後；

- 5.3 The Client acknowledges and understands that the set-off arrangement in the above Clause 5.2(b) is subject to the market risks of holding open position. In addition, the Client is reminded that the market risks of holding open position are that loss in open positions may be substantial and the Client may be called upon with short notice to deposit additional margin. The Client may, by maintaining opening position as per such set-off arrangements, suffer additional loss if the market moves adverse to the Client or the value of open position surges or collapses.

客戶確認及明白上述第 5.2(b)分條所述之抵銷安排涉及維持未平倉合約之市場風險。再者，公司提醒客戶未平倉合約可引致龐大損失，及客戶可能在短時間內被要求存放額外保證金。客戶按該等抵銷安排維持未平倉合約，可能因市場走勢不利於客戶，或者未平倉合約的價值飆升或暴瀉而蒙受額外損失。



- 5.4 In relation to the above set-off arrangements in the above Clause 5.2, no service fee will be charged to the Client.  
就上述第 5.2 分條所述之抵銷安排而言，公司不會向客戶收取服務費用。
- 5.5 For the avoidance of doubt, it is agreed and acknowledged that the set-off agreements in the above Clause 5.2 shall not be construed as a standing authority given by the Client to the Company pursuant to the Client Money Rules.  
為免生疑問，公司及客戶同意及確認上述第 5.2 分條所述之抵銷安排不應被理解為一項由客戶根據《客戶款項規則》給予公司之常設授權。

## 6. FEES AND CHARGES 費用及收費

- 6.1 The Client shall pay to the Company the commission and exchange fees prescribed by the HKFE or any Foreign Futures Exchange in relation to the Futures Contracts and such additional charges as may be determined by the Company from time to time and notified to the Client.  
根據公司釐定之佣金及費用資料（不時由公司修訂及通知客戶），客戶需向公司繳交期交所或任何外地期貨交易所就期貨合約合約訂明之佣金及交易費用，以及公司不時釐定及知會客戶之附加收費。
- 6.2 Every Futures Contract traded on HKFE shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO and both of which shall be borne by the Client.  
每份於期交所進行交易的期貨合約均須繳付投資者賠償基金徵費及根據《證券及期貨條例》徵收之費用，均須由客戶承擔。

## 7. SETTLEMENT 交收

- 7.1 The Client shall take all necessary actions to enable the Company to effect settlement duly and punctually and deliver assets or properties in a timely manner in strict accordance with the requirements of the relevant Exchange and the Clearing House.  
客戶須採取一切必要的行動，以令公司可以妥為並適時嚴格根據有關交易所及結算所的要求，適時進行交付資產或財產。
- 7.2 All the Transactions entered into for or with the Client under the futures or options trading shall be settled through the account as prescribed by the Company in its absolute discretion.  
客戶所有於期貨及期權交易項下的有關交易均須通過由公司絕對酌情指定的賬戶進行結算。
- 7.3 Unless otherwise provided, in relation to each of the Futures Transactions:-  
除非另有規定，關於每筆期貨交易而言：-
- (a) the Client shall, forthwith upon request by the Company, supply in relation to any Future Contract and Options Contract entered into by the Company on the Client's behalf such information in relation to the delivery or settlement or exercise (as the case may be) of such contract which has not been closed out or exercised (as the case may be);  
客戶在公司的要求後，須即時就任何公司以客戶身分訂立的期貨合約和期權合約提供有關該等尚未平倉或行使（視屬何情況而定）合約之交收或結算或行使（視屬何情況而定）資料；
  - (b) every Futures Contract and Options Contract entered into by the Company on behalf of the Client is made on the understanding that the Client may require actual performance thereof and to make settlement of such contract by making or taking physical delivery of the underlying commodity (as the case may be) unless the Client gives timely instructions to the Company to liquidate the open positions to avoid physical delivery;  
每一張由公司代表客戶訂立之期貨合約及其權合約，乃基於客戶可能要求執行有關交易及需要進行有關商品之實際交付或提取（視屬何情況而定），除非客戶及時給予公司平倉指示以避免實際交收；
  - (c) in respect of open contracts maturing in a current futures month, the Client shall, at least five (5) Business Days (including SWT Day, where applicable) prior to the first notice day in the case of long positions and at least five (5) Business Days (including SWT Day, where applicable) prior to the last trading day in the case of short positions, either giving instructions to the Company to liquidate the same or deliver to the Company all monies, securities, financial instruments, documents and other property deliverable by the Client under such contracts in order to enable due settlement of such contracts by the Company in accordance with the HKFE Rules or the Clearing House Rules, otherwise the Company may without notice either liquidate or close out the relevant contracts or make or receive delivery on behalf of the Client upon such terms and in such manners as the Company may deem fit;  
有關當月到期之未平倉合約，如屬長倉者，客戶即須於第一通知日前五(5)個營業日（包括惡劣天氣交易日，如適用），如屬淡倉者，即須於最後交易日前五(5)個營業日（包括惡劣天氣交易日，如適用），指示公司作出平倉，或交予公司根據該等合約時所須之所有款項、證券、財務票據、文件及其他財產，以便公司能夠根據交易所或結算公司規則辦理將有關合約平倉、結算或交收手續，否則公司可在毋須通知客戶情況下以公司認為合適之條款及形式代客戶就相關合約作出平倉

或進行實際交付或提取；

- (d) the Client shall indemnify the Company on demand against all costs, claims, penalties, fines, taxes, damages and expenses incurred by the Company as a result of action taken by the Company in connection with any delivery, exercise or settlement effected pursuant to sub-clause (c) above;  
客戶須在被要求時補償公司在其根據上述第(c)分條所進行任何交付、行使或平倉之有關行動所產生之費用、索償、罰款、稅項、賠償及支出；
- (e) to exercise an option pursuant to an Option Contract effected for the Account, the Client shall (subject to the rules and regulations of the relevant exchange on which the Options contract is traded or entered into) deliver to the Company a notice of exercise no later than such time limit as may be specified by the Company from time to time before the cut-off date for the tender of exercise instructions prescribed by the writer of the option or the relevant exchange or clearing house (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied:  
如欲根據為有關賬戶訂立的期權合約行使期權，客戶須（在遵守買賣或訂立期權合約的有關交易所的規則和規例的前提下）在期權的賣家或有關的交易所或結算公司（不論誰規定最早截止日期）所規定的遞交行使指示的截止日期前或公司不時指定的期限前向公司遞交行使通知。該等通知必須附上下列所述方為有效：
- (i) in case of a put option, with the underlying commodity or document(s) of title needed for making delivery if required by the relevant Option Contract; and  
在認沽期權而言，若有關的期權合約有所規定，交付所需的有關商品或業權文件；及
- (ii) in the case of a call options, with sufficient immediately available funds to take delivery of the commodity;  
在認購期權而言，提取商品所需的足夠現金；
- (f) unless specifically instructed by the Client and subject to the terms of these Terms and Conditions, the Company shall have no responsibility whatsoever to tender any exercise instruction on its behalf whether on or before the relevant cut-off date; and  
除非客戶特定指示及受限於本章則及條款條文，公司並無任何責任在有關截止日期或之前，代表客戶遞交任何指示；及
- (g) the Client acknowledges that exercise or delivery of assignment notice (where applicable) are allocated by the relevant clearing house from time to time. The Company will allocate such notices on a fair and reasonable basis and shall not be responsible for any delay with respect to the assignment by the clearing house or the receipt by the Company of such notices. The Client confirms that the Client accepts an allocation on such basis.  
客戶確認行使或交付通知（如適合）乃由有關結算所不時分配。公司將按照公平和合理原則，分配該等通知給客戶及毋須對有關結算所延誤發出分配通知或公司延誤接收該等通知承擔責任。客戶同意接受該等分配原則。

## 8. DELEGATION AND USE OF INTERMEDIARY 授權及使用中介人

- 8.1 The Company may use, engage or appoint, directly or indirectly, any person including another broker, dealer, market-maker, exchange, clearing house, bank, custodian or other third party (each, an “**Intermediary**”), whether in Hong Kong or elsewhere, whether or not an officer of the Company, and whether or not associated with, connected to or related to the Company, to:-

公司可能直接或間接使用，聘用或委任任何人士，包括其他經紀、交易商、莊家、交易所、結算所、銀行、託管人或其他第三方（各自下稱「**中介人**」），不論是否在香港，或是否為公司的員工，或與公司有聯繫或關聯，以：-

- (a) carry out any order;  
執行任何命令；
- (b) execute or clear any Transaction;  
執行或清算任何有關交易；
- (c) hold or take custody any of the Client's funds and assets; and/or  
持有或託管客戶的任何資金和資產；及/或
- (d) exercise any authority granted to the Company by the Client under these Terms and Conditions or otherwise;  
行使客戶根據本章則及條款或其他方式授予公司的任何授權。

Such use, engagement or appointment of any Intermediary shall be upon such terms and condition as the Company deems fit in its discretion.

任何中介人的使用，聘用或委任應遵循公司認為合適的條款和條件。

- 8.2 If the Company has exercised reasonable care in its selection of the Intermediary and/or such selection of the Intermediary was under the express instruction of the Client, and/or the use of such Intermediary was necessary to carry out Transactions and/or Services for the Client, the Client acknowledges, agrees and accepts that the Company has no liability or responsibility for any Intermediary's default which is beyond the Company's reasonable control, including without limitation, the loss of any or all margin which the Client is required to provide to the Company requested for at its absolute discretion pursuant to Clause 4 above and/or additional margin, which is deposited by the Company with the defaulting Intermediary with or through whom the Client's Transactions are to be effected, traded, cleared or settled. All risks arising from or consequent to or in relation to the acts or omissions or the default of such Intermediary which is beyond the Company's reasonable control shall be solely borne by the Client.

倘若公司已合理謹慎地選擇中介人及/或中介人的選擇是在客戶的明確指示下進行的，及/或有必要使用中介以進行有關交易及/或有關服務，客戶確認、同意並接受公司對任何超出公司合理控制範圍外的中介人之違約不承擔任何責任，包括但不限於公司根據上述第4條的規定按其絕對酌情權要求客戶提供之保證金及/或額外保證金，為透過違約中介人或與之進行、清算或結算有關交易之目的而把該等保證金及/或額外保證金存放於該等違約中介人，因而招致任何或所有該等保證金及/或額外保證金之損失。客戶須自行承擔因公司的合理控制範圍之外的中介人的作為或不作為或中介人違約而產生的所有風險。

- 8.3 The Client further acknowledges and agrees that, where the Company uses, engages or appoints as Intermediary, the Company may have to accept sole and principal responsibility to the Intermediary for the executed order. This may be notwithstanding that, as between the Client and the Company, the Company may in fact be the agent of the Client; and accordingly, the Client shall indemnify, keep indemnified and hold harmless the Company against and all losses (including legal cost on indemnity basis) suffered or incurred by the Company whether directly or indirectly in relation to, arising out of or in connection with any act, omission, or default of an Intermediary or any such Intermediary's officers, employees, agents or representatives, which is beyond the Company's reasonable control, provided that all actions taken by the Company were in good faith for the purpose of compliance or the performance of the Company's said principal obligation or responsibility.

客戶進一步確認並同意，倘公司使用、聘用或任命中介人，公司可能必須接受中介人對已執行訂單的唯一和主要責任。儘管如此，在客戶和公司之間，公司實際上可能是客戶的代理人。因此客戶須以全額彌償基準彌償公司蒙受的所有損失（包括須全額彌償其法律費用）及確保公司免受損害，無論是直接或間接因相關中介人或其人員，員工，代理人或代表的作為、不作為或違約超出公司的合理控制範圍而導致的損害，前提是公司採取的所有行動均為真誠，並以合規或履行其上述主要義務或責任為目的。

- 8.4 The foregoing rights and remedies of the Company will apply even though as between the Company and the Client, the Client may be in actual or anticipatory default.

即使在公司與客戶之間，客戶可能實際上或預期違約，上述所述的權利和補救措施也將適用於公司的。

- 8.5 In view of the fact that the Company may use, engage or appoint an Intermediary outside Hong Kong in the capacity of a principal for the purposes as set out in Clause 7.1 above, the Client understands and acknowledges that any cash or other property (which as between the Company and the Client is to be regarded as that of the Client, or purchased by or for the Client) may or will be regarded by such Intermediary as being the cash or other property of the Company or purchased by the Company for itself, which may in some instances result in prejudice to the Client. For example, in certain circumstances, the Client's monies and property may be used to satisfy obligation of the Company or other Clients of the Company. The Client accepts that this is a necessary risk associated with dealing in any foreign jurisdiction through the Company.

鑑於公司可能為上述第7.1條所載之目的以主事人身份使用、聘用或任命於香港以外之中介人，客戶明白及確認任何現金或其他財產（如在公司與客戶之間，將被視為客戶的，或由客戶購買或為客戶購買）可能或將會被中介人視為公司的現金或其他財產或由公司自行購買的。在某些情況下，這可能會對客戶造成損害。例如，在某些情況下，客戶的資金和財產可用於履行公司或公司的其他客戶的責任。客戶同意這是通過公司在任何外國司法管轄區進行交易的必要風險。

## 9. CONFIRMATION 確認書

- 9.1 The Company will report to the Client execution of transactions (i) promptly by telephone calls or facsimile; or (ii) by sending to the Client hard copy of the transaction confirmation or account statement on the following Business Day (as the case may be). For the avoidance of doubt, where the Company is required to provide transaction confirmation or account statement to the Client under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Cap. 571Q of the Laws of Hong Kong), the Company is not required to take into account the SWT Day in determining the deadline prescribed thereunder. The Company shall send the Client a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.

公司於交易執行後會（視屬何情況而定）(i) 儘速以電話或圖文傳真；或 (ii) 於下一個營業日發送予客戶交易確認書及賬戶結單通知客戶有關的交易。為免生疑問，當公司須根據《證券及期貨（成交單據、戶口

結單及收據)規則》(香港法例第 571Q 章)向客戶提供交易確認書及賬戶結單時,公司在釐定該規則項下所規定的時限時毋須考慮惡劣天氣交易日。公司會向客戶發出一份顯示當月交易摘要的月結單,當月無交易紀錄者除外。

- 9.2 The Client has the duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify the Company in writing of any error, mistake or irregularity therein within thirty (30) days of the date of issuance by the Company of the same or such other period of time as may be specified by the Company from time to time in its absolute discretion. Unless objection in writing reaches the Company within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are considered to be correct, conclusive and binding on the Client.

客戶有責任小心審閱交易確認書,賬戶結單及月結單,並於公司發出上述文件的三十(30)日或公司絕對酌情指定的期限內將於該等文件內的錯誤、失誤或異常項目以書面通知公司。如果客戶未有於上述期限內以書面提出異議,則交易確認書、賬戶結單及月結單的內容均被視作正確及具終局性並對客戶具約束力。

- 9.3 Notwithstanding the provisions of the preceding sub-clause 9.2, the Client has right of recourse against: -  
儘管上述第 9.2 條分條款的規定,客戶就下列事項享有提出追索的權利:-

- (a) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Company has failed to exercise reasonable care and skill;  
由於任何第三者偽冒或詐騙而引致的未經授權的交易,而公司對該等交易未能採取合理謹慎及合理技巧加以識破;
- (b) unauthorized transaction arising from forgery or fraud by any of the Company's employees or agents; and  
由於公司的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易;及
- (c) other unauthorized transactions arising from negligence or wilful default on the part of the Company.  
由於公司疏忽或故意失責而引致的其他未經授權的交易。

## 10. DISCLOSURE OF INFORMATION 資料披露

- 10.1 The Company shall upon the request of the HKFE or the SFC disclose the name, beneficial identity and such other information concerning the Client as the HKFE, the SFC or other regulators relating to Foreign Futures Exchanges may require. The Client undertakes to disclose such other information concerning itself to the Company within the time the Company specified as may be required for the Company to comply with the Rules, the SFO and/or the requirements of the HKFE and/or Foreign Futures Exchanges. The Client irrevocably authorizes the Company to make any such disclosure. In relation to transaction on HKFE, in the event that the Company fails to comply with the disclosure requirement under Rule 606(a) or Rule 613(a) of the HKFE Rules the Chief Executive of the HKFE may require the closing out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of such Client.

公司須應期交所或證監會,或有關外地期貨交易所之監管機構之需要或要求,披露有關客戶之姓名、實際受益人身份及其他資料。客戶承諾,於公司指定時間內向公司披露有關客戶本身之其他資料,以便公司遵從規則,該條例及/或期交所及/或外地期貨交易所之要求。客戶不可撤回授權公司作出任何該等披露。就於期交所之交易而言,假若公司未能遵照期交所規則第 606(a)或 613(a)條之披露規定,期交所的行政總裁可要求代客戶平倉或就該客戶所持倉盤收取附加保證金。

## 11. OMNIBUS ACCOUNT 代理帳戶

- 11.1 In the case that the Client operates an omnibus account and is not an exchange participant of the HKFE, the Client shall, in relation to transactions on the HKFE:

如果客戶經營代理帳戶而亦非期交所的參與者,則客戶應就期交所的交易:

- (a) in the Client's dealing with the person(s) from whom the Client receives instructions with respect to the omnibus account, comply with and enforce the margin and variation adjustment requirements and procedures as stipulated in the HKFE Rules as though the Client were an exchange participant of HKFE and as though the person(s) for whose account or benefit such instructions are given were clients;  
在客戶收到有關代理帳戶指示人的指示時,遵守並執行期交所規則中規定的保證金和變價調整要求和程序,猶如客戶是期交所的參與者,並猶如發出指示的人士均為客戶;
- (b) cause the Exchange Contract to be entered into in fulfilment of such instructions, so that there shall, in no circumstances, be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of Hong Kong laws or any other applicable laws; and  
在履行該等指示時訂立期交所合約,以便在任何情況下根據香港或其他適用司法管轄區的法律均不得根據商品於各個市場的報價差異而構成非法買賣或涉及投注、博彩或賭博;及



- (c) ensure that the persons from whom the Client receives instructions comply with the margin and variation adjustment requirements as stipulated in the HKFE Rules, with the result that, as between HKFE and the Company, the Company should be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the omnibus account as if each in turn was the client for whom such omnibus account was operated.

確保指示客戶的指示人符合期交所規則中所規定的保證金和變價調整要求，以使公司將確保就代理帳戶，所有指示人或其他傳遞指示的人士都符合上述期交所規則，猶如他們每人都是運營代理帳戶的客戶。

## PART VIII - ADDITIONAL TERMS FOR DERIVATIVE OR STRUCTURED PRODUCT

### TRANSACTION

#### 第八部份 — 衍生或結構性產品交易之附加條款

##### 1 GENERAL 一般部份

- 1.1 In effecting the Derivative or Structured Product Transaction, the Company may act either as the Client's agent or the principal subject to these Terms and Conditions contained herein. Unless otherwise provided in writing, the Company shall act as the principal to enter into transactions with the Client.

於所有衍生或結構性產品交易中，公司可根據賬戶章則及條款以代理人或當事人身分與客戶進行交易。除公司另以書面聲明外，公司會以當事人身分與客戶進行交易。

- 1.2 Without prejudice and in addition to all representations, warranties and acknowledgments in the foregoing provisions given by the Client, the Client hereby further represents and warrants to and undertakes with the Company that the Client has or will have:

在不影響及獨立於所有前述的陳述、保證及承諾的前提下，客戶向公司進一步陳述、保證及承諾，客戶：

- (a) sufficient knowledge, experience relating to the Derivative or Structured Product and understanding of financial, tax and all other related matters and the Client is capable of evaluating the relevant information or data including, without limitation, the term sheets, descriptions, specifications, features, the regulatory treatments of Transactions which the Client instructs the Company to enter into and such legal terms and conditions as the Company may provide from time to time;
- 對衍生或結構性產品及其他相關事宜有充分的知識、經驗，並對財務、稅務及所有其他相關事項了解，能夠評估相關的資料或資訊，包括但不限於產品說明書、描述、規格、特性、指示公司執行的有關交易所受到的規管及公司可能不時訂立的法律方面的條款及細則；

- (b) the capability to make decisions about the material terms, conditions and risks of the Derivative or Structured Product Transaction as the Client may instruct the Company to enter into from time to time and about the suitability thereof in view of the Client's financial position, investment objectives and experiences;
- 能夠就指示公司執行的衍生或結構性產品交易的重大條款、細則及風險作出投資決定，以及基於本身的財務狀況、投資目標及經驗就該等交易的適當性作出投資決定；

- (c) the financial resources to absorb the risk of any loss that may be associated with the entry into of the Derivative or Structured Product Transaction; and
- 有財務資源承受因進行衍生或結構性產品交易所引致的投資虧損及風險；及

- (d) (Unless otherwise agreed between the Client and the Company) the Client will not rely on any communication (either written or verbal) of the Company as investment advice or a recommendation to enter into the transactions contemplated therein. Further, any information, data and explanations relating to any of the Derivative or Structured Product provided by the Company to the Client shall not be construed as an investment advice or a recommendation for the Client to enter into the Derivative or Structured Product Transaction.

（除公司與客戶另有協議外）並非依賴公司的任何通訊（不論書面或口頭）作為投資意見或建議，以進行通訊中所預期的交易；客戶明白由公司提供的衍生或結構性產品的產品說明書或摘要及關於任何衍生或結構性產品的資料及解釋，不應視為投資意見或建議。

##### 2 PRODUCT STATEMENT AND CONFIRMATION 產品摘要及確認書

- 2.1 In relation to any of the Derivative or Structured Product Transaction, the Company may and, if so requested by the Client, shall make available to the Client a statement or summary setting out the descriptions, the specifications, the features, the particulars and all other details relating to the relevant Derivative or Structured Product or the risk associated therewith (the "**Derivative or Structured Product Statement**"). The Client agrees and acknowledges that the Company accepts no liability for the accuracy or correctness of any information, whether in the relevant specifications, descriptions, prospectus, offering, constitution documents or otherwise, obtained or originated from third parties (including the issuer or counterparty of any of the Derivative or Structured Product) which may be provided to the Client.

就任何衍生或結構性產品交易，公司可應客戶請求，向客戶提供產品說明書或摘要，載明有關衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節或其風險（下稱「**衍生或結構性產品摘要**」）。客戶同意及確認，公司毋須對從第三者（包括但不限於任何衍生或結構性產品的發行機構或交易對手）處獲

得或發放並提供予客戶的衍生或結構性產品的規格、描述、招股書、要約書、組成文件或其他文件的準確性及正確性承擔任何責任。

- 2.2 It is hereby agreed and declared that the Client will and are deemed to have read the Derivative or Structured Product Statement (if made available to the Client) prior to the Client's entry into any Derivative or Structured Product Transaction and will fully understand the descriptions, specifications, features, particulars and other relevant details of the Derivative or Structured Product as well as the risks associated therewith.

客戶將會及被視作於進行衍生或結構性產品交易前已細閱有關的衍生或結構性產品摘要（如有向客戶提供），同時充分明白衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節以及涉及的風險。

- 2.3 The Client acknowledges and agrees that the Client will seek independent and professional advice on the Derivative or Structured Product to be dealt with or the Derivative or Structured Product Transaction to be entered into by the Client where the Client considers fit and necessary and, unless otherwise agreed by the Company, the Company shall not provide the Client with professional advices on the Derivative or Structured Product and the Client enters into any of the Derivative or Structured Product Transaction at the Client's own risks.

客戶確認及同意，客戶如認為有需要，會就衍生或結構性產品交易尋求獨立及專業的意見。除非公司與客戶另有協議，公司將不會為客戶提供任何的專業意見，而衍生或結構性產品交易的所有風險由客戶自行承擔。

- 2.4 The Client agrees to ensure that, at the time when the Client gives its instructions to enter into the Derivative or Structured Product Transaction, the Client has deposited sufficient cleared funds in the Account or such other accounts for payment of such transaction value under the Derivative or Structured Product Transaction. Notwithstanding the foregoing, the Company may (but not obliged to) proceed to execute or effect the Client's instructions to enter into the Derivative or Structured Product Transaction despite that at the time when the Client gives its instructions, the Client does not have sufficient cleared funds in the Account or other accounts for payment of the transaction value without further notice to the Client. In that event, the Client shall place sufficient cleared funds into the Account or such other accounts as agreed by the Company as soon as possible for the purpose of payment of the transaction value subsequent to the Client's instruction given to the Company.

客戶同意在客戶發出指示執行衍生或結構性產品交易時，須確保有關賬戶或指定賬戶中有足夠的已結算款項支付交易價值。即使上文另有規定，公司有權（但非必要）在毋須再行通知客戶的情況下，按客戶的指示進行或執行該項衍生或結構性產品交易，儘管在客戶發出指示時，有關賬戶或其他賬戶的已結算款項不足以支付交易價值。在此等情況下，客戶在發出有關指示後應儘快將足夠的款項存入有關賬戶或由公司同意的其他戶口以支付交易價值。

- 2.5 Each of the Derivative or Structured Product Transaction entered into hereunder will be confirmed in writing by the Company for recording the agreed terms of the Derivative or Structured Product Transaction and which confirmation will set out sufficient details or particulars for identifying the Derivative or Structured Product Transaction (the "**Transaction Confirmation**"). The Transaction Confirmation constitutes a supplement to and forms an integral part of the agreement in relation to the Derivative or Structured Product Transaction. In respect of a particular Derivative or Structured Product Transaction, in the event of any inconsistency between the provisions of the relevant Transaction Confirmation and the other documents evidencing the terms and conditions thereof, the provisions of the Transaction Confirmation shall prevail.

客戶根據協議通過公司進行的每項衍生或結構性產品交易，將獲公司發給確認書（下稱「**交易確認書**」），以確認衍生或結構性產品交易的條款。交易確認書載有足夠的詳細交易資料、條款及細則。交易確認書將構成協議就有關衍生或結構性產品交易的補充及組成部份。就特定的衍生或結構性產品交易而言，如交易確認書的條文或細則與其他證明有關交易條款及細則的文件存在差異，以交易確認書的條款及細則為準。

- 2.6 The Client has a duty to carefully examine all information, data, particulars and terms and conditions set out in the Transaction Confirmation and acknowledge the correctness of the Transaction Confirmation by countersigning the duplicate copies thereof and return them to the Company within one (1) day of the date of issuance of the Transaction Confirmation or such other time limit as may be specified by the Company from time to time in the Company's absolute discretion. If no objection to the Company in writing is raised by the Client within one (1) day of the date of issuance of the Transaction Confirmation or such other time limit as may be specified by the Company from time to time in the Company's absolute discretion, all information, data, particulars and terms and conditions in the Transaction Confirmation are deemed correct, conclusive and binding on the Client.

客戶有責任小心審閱所有載列於交易確認書的資料、資訊、詳細資料、條款及細則。在公司發出交易確認書一(1)日或由公司不時酌情指定的期限內簽署交易確認書副本並將之送回公司以確認有關衍生或結構性產品交易的準確性。倘若公司在一(1)日或由公司酌情指定的期限內未收到客戶簽回交易確認書或就交易確認書內的衍生或結構性產品交易的條款或細則提出異議，則客戶將視為確認及接受交易確認書內所有資料、資訊、詳細資料、條款及細則的準確性。同時，客戶此後不容否認交易確認書或其任何部份的準確性。

### 3 SETTLEMENT 交收

- 3.1 The Client understands and acknowledges that the Client is obliged to settle the Derivative or Structured Product Transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the

**“Settlement Date”).**

客戶明白及確認，衍生或結構性產品交易可規定於交收日（下稱「交收日」）以現金或相關資產交收。

**3.2 Where the Derivative or Structured Product Transaction may expire unless appropriate action in connection with the redemption of the Derivative or Structured Product Transaction is taken on the Settlement Date, the following provisions shall apply:**

就任何會到期的衍生或結構性產品交易，除非於交收日就衍生或結構性產品交易採取適當的贖回行動，否則以下規定將適用：

- (a) it is the Client's sole responsibility to familiarize himself with the rights and terms of all of the Derivative or Structured Product Transaction and the Client is obliged to take appropriate action in connection with the redemption of the Derivative or Structured Product Transaction;

客戶有全責了解客戶在衍生或結構性產品交易中的權利及交易條款，以及就衍生或結構性產品交易的贖回採取適當行動。

- (b) if the Client fails or omits to instruct the Company at least three (3) Business Days (including SWT Day, where applicable) before the Settlement Date or within such specified period as the Company shall in the Company's absolute discretion determine:

如客戶未能在交收日前至少三(3)個營業日（包括惡劣天氣交易日，如適用）或由公司酌情指定的期限內發出指示給公司：

- (i) where the redemption of the Derivative or Structured Product Transaction is not obligatory, it shall be conclusively deemed that the Client has irrevocably renounced all the Client's rights and entitlements regarding the redemption of such Derivative or Structured Product Transaction and the Company is entitled to deal with or otherwise dispose of such Derivative or Structured Product Transaction in the manner as the Company shall consider fit and appropriate; and/or

如衍生或結構性產品交易的贖回並非強制性的，則視客戶已不可撤銷地放棄與衍生或結構性產品交易的贖回有關的一切權利及應佔權益；及/或

- (ii) where the redemption of the Derivative or Structured Product Transaction is obligatory, the Company is entitled to sell or transfer any specified underlying assets in the Account or all cash, assets, property otherwise deposited with or held by the Company and/or members of the Company Group to satisfy the Client's settlement obligations in the manner as the Company shall in the Company's absolute discretion determine. The Client shall fully indemnify and keep the Company indemnified from and against all losses, damages, interests, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations hereunder; and  
如衍生或結構性產品交易的贖回是強制性的，公司可全權酌情轉讓或出售賬戶中任何特定的基礎投資或所有款項、資產、財產或其他存放於或由公司及/或公司集團成員代客戶持有的上述各項，以履行客戶的交收責任。如公司因出售證券、資產或財產；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有公司合理招致的一切費用及支出，客戶須對公司作出全數彌償；及

- (iii) should the Client instruct the Company at least three (3) Business Days (including SWT Day, where applicable) before the Settlement Date to take appropriate action for the redemption of the Derivative or Structured Product Transaction, the Company is not obliged to follow the Client's instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with the Company when the Client gives its instruction and, in default thereof, the provisions of sub-clause 3.2 (b) above shall apply as if the Client has failed to give the Company punctual instruction.

如客戶在交收日前至少三(3)個營業日（包括惡劣天氣交易日，如適用）或由公司酌情指定的期限內，指示公司就衍生或結構性產品交易的贖回採取適當行動，公司毋須執行指示，除非公司在客戶發出指示時，收到足夠的已結算款項或資產（視屬何情況而定），否則上述第 3.2 (b) 分條款的規定將適用，猶如客戶未有及時發出指示予公司一樣。

**3.3 Where Derivative or Structured Product Transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Settlement Day, the Client represents, warrants to and undertakes with the Company that:**

如衍生或結構性產品交易規定以現金或相關資產進行交收，則於交收日進行交收時，客戶陳述、保證及承



諾：

- (a) where the Derivative or Structured Product Transaction provides for settlement in cash on the Settlement Date, the Client shall make available to the Company sufficient cleared funds to enable the Company to fully satisfy on the Client's behalf the Client's settlement obligations in respect of such Derivative or Structured Product Transaction before the Settlement Date. If the Client fails or omits to fulfil the Client's settlement obligations hereunder by the Settlement Date, the Company is authorized and empowered to sell or transfer any assets in the Account or all cash, asset or property otherwise deposited with or held by the Company and/or the members of the Company Group in satisfaction of the Client's settlement obligations. The Client shall fully indemnify and keep the Company indemnified from and against all losses, damages, interests, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations; and/or

如該衍生或結構性產品交易規定在交收日以現金進行交收，客戶須在交收日前，向公司提供足夠的已結算款項，令公司得以代客戶完全履行交收責任。如交收日已屆，但客戶未有履行交收責任，公司獲授權出售或轉讓有關賬戶中任何的資產或所有款項、資產、財產或其他存放於或由公司及/或公司集團成員代客戶持有的上述各項，以履行客戶的交收責任。如公司因出售證券；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有公司合理招致的一切費用及支出，客戶須對公司作出全數彌償；及/或

- (b) where the Derivative or Structured Product Transaction provides for settlement by way of delivery of the specified underlying asset, the Client shall deliver the specified quantity of such assets in an appropriate form to the Company or otherwise settle such trade before the Settlement Date. If the Client fails or omits to fulfil the Client's settlement obligations by the Settlement Date, the Company is authorized and empowered to execute on the Client's behalf the purchase or acquisition of such assets as are necessary to satisfy the Client's settlement obligations hereunder. The Client shall fully indemnify and keep the Company indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations. The Company is also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets the Client deposited with or held by the Company or the members of the Company Group so as to enable the Company to settle the Derivative or Structured Product Transaction.

如衍生或結構性產品交易規定以交付相關資產的形式進行交收，客戶須在交收日前，向公司交付指定數量的資產或以其他公司同意的方式進行交收。如客戶未有在交收日或之前履行交收責任，公司獲授權代客戶買入必需的資產以履行客戶的交收責任。如公司因買入資產；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有公司合理招致的一切費用及支出，客戶須對公司作出全數彌償。公司獲授權自客戶交付公司及/或公司集團成員或存放於公司及/或公司集團成員的資產或財產中，撥用、提取及/或應用有關數量的適當資產或財產，以就衍生或結構性產品交易進行交收。

- 3.4 Without prejudice to the foregoing, the Company is not obliged to notify the Client of any upcoming Settlement Date from time to time or to take any action on the Client's behalf unless otherwise agreed by the Company in writing.

在不影響上文規定下，除非公司與客戶另有協議，公司毋須不時通知客戶交收日將屆，或代客戶採取任何行動。

- 3.5 Upon the Settlement Date, the Company shall be entitled to debit the entire amount payable for the Derivative or Structured Product Transaction (including, without limitation, the purchase price, all fees, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Account or such other specified accounts. 於交收日，公司有權自有關賬戶或其他指定賬戶中支取衍生或結構性產品交易的整筆應付款項，包括但不限於買入價、一切費用、佣金、印花稅、稅項、徵費及其他所有合理招致的支出。

## 4 MISCELLANEOUS 其他條款

- 4.1 The net proceeds of the Derivative or Structured Product Transaction after deducting all brokerage, commissions, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to the Company hereunder and the surplus, if any, shall be credited into the Account or such other specified accounts.

衍生或結構性產品交易在扣除一切經紀佣金、佣金、印花稅、費用及其他合理招致的支出後的所得淨款項，應首先用於償還（不論全部或部份）在協議下結欠公司的一切債項，如有餘款，則存入有關賬戶或指定賬戶。

- 4.2 The Client agrees that the Client is and remains fully responsible for all settlement and all other obligations arising in connection with any of the Derivative or Structured Product Transaction entered into in accordance with the Client's instructions, regardless of the amount of cleared funds in the Account or such other accounts. In addition, the Client agrees that the Company is at any time entitled to close out any or all contracts or agreements relating to the Derivative or Structured Product Transaction effected by the Company for or with the Client, cover any short position of the Client through the purchase of the underlying assets on SEHK, other relevant Exchange or the over-the-counter market ("**OTC Market**") or liquidate any of the Client's long position through the sale of the Derivative or Structured Product on SEHK, other relevant Exchanges or the OTC Market, or take any other action as the Company may in the Company's absolute discretion consider fit in relation to the relevant Derivative or Structured Product Transaction if, in the Company's reasonable opinion, the Company consider that the Client is or may be unable or unwilling to comply with any of the Client's settlement or other obligations in respect of the Derivative or Structured Product Transaction.

客戶同意，不論客戶的有關賬戶或指定賬戶有多少已結算款項，客戶仍須承擔公司根據客戶的指示執行的任何衍生或結構性產品交易所產生的一切交收及其他責任。此外，客戶同意倘若公司按照公司合理的意見認為或懷疑客戶現在或可能無法或不願意履行客戶對衍生或結構性產品交易的交收或其他責任，公司有不受約束的酌情權，隨時結清公司代客戶執行的任何或一切衍生或結構性產品交易合約，在聯交所、其他有關交易所或場外交易市場買入相關資產以平掉短倉，或在聯交所、其他有關交易所或場外交易市場賣出衍生或結構性產品以平掉長倉，或就有關衍生或結構性產品交易採取公司酌情認為適當的其他行動。

## PART IX – ADDITIONAL TERMS FOR CUSTODIAN SERVICE

### 第九部份 – 託管服務之附加條款

#### 1 SERVICES 服務

- 1.1 All Securities and Units from time to time delivered to or collected by the Company for the Client's account shall be held by the Company for the Client's account, either directly or through the custodian services provided by its agents/nominees.

公司代表客戶不時收到的所有證券和基金單位均由公司直接或通過其代理提供的託管服務為客戶持有。

- 1.2 Such Securities and Units may be treated by the Company as fungible and may be pooled together with the Securities and Units (as the case may be) of the Company's other Clients and that at any time the Company may at its sole and absolute discretion allocate specific Securities or Units to the Client, which allocation shall be conclusive and binding on the Client. If for any reason whatsoever, all or any part of the Securities or Units of a particular class, company, or denomination deposited by the Client with the Company and pooled by the Company together with the Securities or Units (as the case may be) of the Company's other Clients are lost or otherwise become unavailable for delivery, the reduction in the quantity or amount of such Securities or Units shall be shared on a pro rata basis between the Client and all other relevant Clients of the Company.

公司可以將該等證券和基金單位視為可以互換的證券和基金單位，並與公司其他客戶的證券和基金單位合併（視屬何情況而定），並且公司可以在任何時候自主決定將特定證券或基金單位分配給客戶，該分配為最終分配，對客戶具有約束力。如果客戶委託公司保管並被公司與其他客戶的證券或基金單位合併的任何特定類別、公司或面額的證券或基金單位因任何原因全部或部分遺失或變得不可交付，客戶和公司的其他相關客戶應按比例分擔該等證券或基金單位減少的數量或金額。

- 1.3 Such Securities or Units shall be deposited with the Company at the sole risk of the Client save in respect of loss or damage suffered by the Client by reason of gross negligence, wilful default or fraud on the part of the Company in the performance of its duties hereunder but not otherwise.

存放於公司的證券或基金單位的風險由客戶獨自承擔，但是因公司在履行本章則及條款項下義務的過程中的嚴重過失或故意違約或欺詐行為導致客戶遭受的損失或損害除外。

#### 2 AUTHORIZATION 授權

- 2.1 For Client's Securities and Units registered in the name of the Company Nominee, the Company is authorized to do or cause to be done all or any of the following at the cost and expense of the Client:-

對於登記在公司代理人名下的客戶證券和基金單位，客戶授權公司做或安排做下列所有或任何事情，因此發生的支出和費用由客戶承擔：-

- (a) to collect on behalf of the Client dividends, interest and other payments of income or capital in respect of such Client's Securities or Units and to credit the same after deduction of all fees, costs and expenses incurred therewith rounded up or down in such manner as the Company may reasonably think fit into the Account;
- 代表客戶收取與該等客戶證券或基金單位有關的股息、利息和其他收入或資金，並在扣除因此發生的所有收費、支出和費用後，將餘額（由公司以其任何合適的方式向上或向下取整數）記入有關賬戶的貸方；

- (b) to take such action at the cost and expense of the Client when the Company deems appropriate to effect the collection referred to in Clause 4.1(a) above;

採取公司認為對於完成以上 4.1(a)條所述收賬合適的行動，因此發生的支出和費用由客戶承擔；

- (c) to surrender any of such Client's Securities or Units against receipt of the monies payable at maturity or on redemption if called prior to maturity, provided that when the Client's Securities or Units are called for redemption prior to maturity, the Company shall have no duty or responsibility to present or cause to be presented the relevant Client's Securities or Units for redemption, unless, after the call is made, the Client requests the Company in writing so to do;

在到期或贖回（如果在到期前兌回）時收到應付款項的情況下，交還任何該等客戶證券或基金單位，但是如果在到期前要求贖回客戶證券或基金單位，除非在提出兌回後，客戶以書面形式要求公司提交相關客戶證券或基金單位以便贖回，否則公司沒有義務或責任提交或安排提交該等客戶證券或基金單位；

- (d) where monies are payable in respect of any of such Client's Securities or Units in more than one currency, to collect them in the currency of the Account or such currency as the Company may in its sole and absolute discretion determine;

如任何該等客戶證券或基金單位有關的應付款項以不止一種貨幣計價，以有關賬戶的貨幣或公司自主決定的其他貨幣收取該等款項；

- (e) if required by any Applicable Law to complete and deliver on behalf of the Client as owner thereof any ownership certificates, declaration or information in connection with such Client's Securities or Units;  
依照任何適用法律的要求，代表客戶（作為該等客戶證券或基金單位的所有人）填寫和提交與之相關的任何所有權證書、聲明書或資訊；
- (f) in the Company's sole and absolute discretion, to comply with the provisions of any Applicable Laws now or hereafter in force which purport to impose on a holder of any of such Client's Securities or Units a duty to take or refrain from taking any action in connection with any of such Client's Securities or Units or any payments or distributions or monies payable in respect of any of such Client's Securities or Units;  
由公司自主決定遵守現在或將來有效的、意在使任何該等客戶證券或基金單位的持有人有義務採取或不採取與任何該等客戶證券或基金單位或與之相關的任何款項、分配或應付款項有關的任何行動的任何適用法律的規定；
- (g) to exchange any of such Client's Securities or Units in interim or temporary form for Securities or Units in definitive form;  
將臨時形式的任何該等客戶證券或基金單位轉換為明確形式的證券或基金單位；
- (h) in the Company's sole and absolute discretion, to sell or dispose of fractional shares to which the Client may be entitled for the Company's own account and benefit absolutely.  
由公司自主決定為公司的自身利益出售或處置客戶享有所有權的碎股。

### 3 LIABILITY 責任

- 3.1 Neither the Company nor the Company Nominee shall be obliged to forward to the Client any notices (including but not limited to notice of corporate actions with respect to stock splits, dividends, mergers and acquisitions, rights issues, spin-offs or otherwise), proxies, prospectuses, offering memoranda, annual reports, or other documents or communications in respect of the Client's Securities or Units. Notwithstanding the aforesaid, if the Company or the Company Nominee at its sole and absolute discretion determines that any action is required in respect of such Client's Securities or Units and the Client cannot be contacted or fails to give the Company punctual or adequate Instructions for such action, the Client hereby authorizes the Company or the Company Nominee to act on his/her/its behalf at its sole and absolute discretion as it thinks fit, including without limitation, exercising any voting rights in respect of the Client's Securities and Units and the Company and the Company Nominee shall not be liable, in the absence of fraud or wilful default, for such action it may take. The Client undertakes to indemnify the Company and the Company Nominee against all costs, charges and expenses that may be incurred by them in respect of the Client's Securities or Units held by them for safe-keeping on the Client's behalf.  
公司或公司代理人均沒有義務將與客戶證券或基金單位有關的任何通知（包括但不限於，涉及股票拆細、分派股息、合併及併購、供股、分拆上市或其他事項之公司行動通知）、委託書、招股說明書、發行備忘錄、年報或其他文件或通信轉交客戶。儘管有上述規定，如果公司或公司代理人自主決定需要採取與客戶證券或基金單位有關的任何行動，但是客戶無法聯繫或者未向公司發出有關該行動的及時或恰當指示，則客戶特此授權公司或公司代理人以其自主認為合適的方式代表客戶行事，包括但不限於行使與客戶證券或基金單位有關的表決權，並且除非存在欺詐或故意違約行為，公司或公司代理人毋須為其採取的該等行動承擔責任。客戶承諾賠償公司和公司代理人因其為客戶保管的客戶證券或基金單位而發生的所有支出、收費和費用。
- 3.2 Neither the Company nor the Company Nominee shall have any duty or responsibility in respect of any proxy or other document received by it or its agent in respect of the Client's Securities or Units or to send any proxy or other document or to give any notice of receipt of the same to the Client.  
公司或公司代理人毋須為其或其代理人收到的、與客戶證券或基金單位有關的任何委託書或其他文件承擔任何義務或責任，也沒有義務或責任將任何該等委託書或其他文件發送給客戶或向客戶發出收到任何該等委託書或其他文件的通知。
- 3.3 The Company shall have no duty or responsibility to return to the Client's Securities or Units bearing serial numbers identical to those delivered to or accepted by the Company so long as the Securities or Units returned are of the same class, denomination and nominal amount and rank pari passu with those accepted by the Company, subject always to any reorganization, share exchange or similar event which may have occurred. The Company shall have no duty to inform the Client of the serial numbers of Securities or Units held in custody for the Client's account.  
公司沒有義務或責任將其收到或接收的相同編號的客戶證券或基金單位退還給客戶，只要所退還證券或基金單位的類別、面額和順位與其收到的證券或基金單位相同即可，但是發生任何重組、股份轉換或類似事件的除外。公司沒有義務將其為客戶保管的證券或基金單位的編號告知客戶。

### 4 WITHDRAWAL 提取



4.1 The Client must give reasonable prior written notice to the Company to withdraw any or all of the Client's Securities and Units provided always that:-

客戶在提取任何或全部客戶證券或基金單位前，必須合理地提前以書面通知公司，並且必須符合下列條件：

- (a) such Client's Securities and Units may not be withdrawn when they are being processed for transfer to and registration in the name of the Company or a custodial agent;  
該等客戶證券或基金單位在進行過戶給公司或任何託管代理人或登記在公司或任何託管代理人名下的處理期間不得提取；
- (b) withdrawal of any class of Client's Securities or Units shall be in multiples of its lowest denomination (whether in board lots or otherwise) and shall be effected at such place as the Company may direct;  
所提取的任何類別的客戶證券或基金單位數量必須是最小單位（不論是否為買賣單位）的整數倍，並在公司指定的地點提取；
- (c) the Client is not indebted to the Company;  
客戶不欠公司任何債務；
- (d) the Company's obligation to re-deliver the scrips and/or documents upon withdrawal of the relevant Client's Securities or Units shall be subject to the Company's receipt of such scrips and/or documents from the relevant Company Nominee or person with whom the Company has deposited the relevant Client's Securities or Units; and  
公司在該等客戶證券或基金單位提取時交還相關憑證和/或文件的義務以公司從其委託保管該等客戶證券或基金單位的公司代理人或其他人士處收到該等憑證和/或文件為前提；及
- (e) the Client shall not be entitled to withdraw such Client's Securities and Units which he/she/it has agreed not to do so.  
客戶無權提取其已同意不提取的任何客戶證券或基金單位。

## PART X – ADDITIONAL TERMS FOR CHINA CONNECT SERVICE

### 第十部份 — 中華通服務之附加條款

#### 1 SERVICE 服務

- 1.1 The Company provides to the Client the China Connect Service subject to and upon these Terms and Conditions and in particular the provisions in this Part.  
公司將依照本章則及條款尤其是本部份的規定，向客戶提供中華通服務。
- 1.2 The Company may to vary, modify, reduce or revoke the scope of the China Connect Service in whole or in part from time to time without prior notice or reference to the Client.  
公司可以不時在未事先通知或諮詢客戶的情況下，全部或部分變更、修改、縮小或取消中華通服務的範圍。

#### 2 COMPLIANCE WITH LAWS AND RULES 遵守法律和規則

- 2.1 Any trading in China Connect Securities will be subject to all China Connect Applicable Laws and Regulations and all such other applicable laws, rules and regulations as may be supplemented, amended and revised from time to time. The Clients agrees to be bound by all of the above in force from time to time and at any time.  
中華通證券的任何交易均應遵守不時經補充、修訂和變更的所有中華通適用法律法規和所有其他適用法律、法規和條例。客戶同意在任何時候均受所有上述不時生效的法律法規和條例的約束。
- 2.2 Without prejudice and in addition to all other rights provided to the Company and all other obligations on the part to be performed by the Client, the Company may, in its absolute discretion, refuse to execute any order or instruction given by the Client in the event that:  
在不妨礙賦予公司的所有其他權利和客戶應履行的所有其他義務的情況下，公司可以在下列情形中自主決定拒絕執行客戶發出的任何買賣盤或指示：
- (a) it does not comply with any China Connect Applicable Laws and Regulations or if the Company form a reasonable opinion that it does not comply with any China Connect Applicable Laws and Regulations or if the Company is required by the SEHK, the China Connect Competent Authority or such other competent authorities not to accept it;  
該買賣盤或指示不符合或者公司合理認為其不符合任何中華通適用法律法規，或聯交所、中華通主管部門或其他主管部門要求公司拒絕該買賣盤或指示；
  - (b) the Company may, in relation to any instruction to place a Northbound sell order, determine in its sole and absolute discretion that the Client does not have sufficient Securities to deliver for settlement purpose at the time of such order instruction or if submission of the order would cause the Company to be in breach of the Pre-Trade Checking requirements or other applicable requirements (whether legal or regulatory) under the China Connect Applicable Laws and Regulations; or  
對於要求發出任何北向賣盤的指示，公司自主認定客戶在該買賣盤或指示發出之時沒有足夠證券用於交收或者該買賣盤的提交將導致公司違反交易前監控要求或中華通適用法律法規項下其他適用的法律或監管要求；或
  - (c) the Company may, in relation to any instruction to place a Northbound buy order, determine in its absolute discretion that the Client does not have immediately available funds to honour his/her/its payment obligation in respect thereof.  
對於要求發出任何北向買盤的指示，公司自主認定客戶沒有足夠履行相關支付義務的立即可用資金。
- 2.3 Neither the Company nor any Associate shall have any liability for any losses or risks which may result directly or indirectly from such refusal.  
公司或任何聯營公司均毋須為因該拒絕執行直接或間接導致的任何損失或風險承擔任何責任。
- 2.4 In the event that SEHK, the relevant SEHK Subsidiary or HKSCC is notified by SSE, SZSE, ChinaClear or any other relevant exchange, clearing house or governmental or regulatory body that it is reasonably believed that the Client has failed to comply with or have breached any China Connect Applicable Laws and Regulations, the Client shall, as per the Company's request, supply such information, data and documents in such form as may be reasonably required by the Company to enable the Company to assist the relevant exchange, clearing house or governmental or regulatory body including, without limitation, SSE, SZSE, ChinaClear or any PRC governmental or regulatory authority or authorities to determine as to whether there is any non-compliance or contravention of the China Connect Applicable Laws and Regulations and/or the extent of any non-compliance or breach.

如果上交所、深交所、中國結算或任何其他相關交易所、結算所、政府或監管機構通知聯交所、相關聯交所子公司或香港結算，其合理認為客戶未遵守或已違反任何中華通適用法律法規，客戶應按公司合理要求的格式提供後者為協助相關交易所、結算所、政府或監管機構（包括但不限於上交所、深交所、中國結算或中國的任何其他政府或監管機構）確定是否存在任何不遵守或違反中華通適用法律法規的行為和/或該等違法違規行為的程度而合理要求提供的資訊、資料和文件。

### 3 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 聲明、保證和承諾

3.1 The Client represents, warrants to and undertakes with the Company (representations, warranties and undertaking hereunder are deemed to be repeated on the date upon which the Client places an order or gives an instruction in relation to China Connect Securities and/or China Connect Services) that:

客戶向公司聲明、保證和承諾（該等聲明、保證和承諾應視為在客戶每次發出與中華通證券和/或中華通服務有關的任何買賣盤或指示之日重複作出）：

- (a) the Client is not a PRC Resident or an entity incorporated or registered under the laws of PRC and if the Client is a PRC Resident, the Client is using the his/her/its own funds and located outside PRC to make investments in China Connect Securities;  
客戶並非中國居民或依照中國法律成立或註冊的實體，或者如果客戶為中國居民，客戶使用自有資金和在中國境外進行中華通證券投資；
- (b) if the Client is an entity duly incorporated or registered under the laws of PRC, his/her/its investment in China Connect Securities has been conducted pursuant to a program or scheme (including the Qualified Domestic Institutional Investor Program, if applicable) approved by any competent regulator in PRC;  
如果客戶為依照中國成立或註冊的實體，其依照經中國主管部門批准的計劃（包括合格境內機構投資者計劃，如適用）進行中華通證券投資；
- (c) the Client's investment in China Connect Securities does not breach the laws and regulations of PRC, including, without limitation, those in relation to foreign exchange control and reporting; and  
客戶進行的中華通證券投資不違反中國法律法規，包括但不限於與外匯管理和報告有關的法律法規；及
- (d) the Client will not trade ChiNext Shares unless the Client is and, in the case where the Client is an intermediary (including, without limitation, a fund manager, asset manager, broker or order placer) trading for or on behalf of underlying client(s) who is(are), an Eligible ChiNext Investor.  
除非客戶為合格創業板投資者，或者如果客戶為中介機構（包括但不限於基金管理人、資產管理人、經紀或買賣盤委託下單機構），客戶為之代理交易的委託人為合格創業板投資者，否則客戶不得進行創業板股票交易。

3.2 The Client further represents, warrants to and undertakes with the Company (representations, warranties and undertakings hereunder are deemed to be repeated on the date upon which the Client places an order or gives an instruction in relation to China Connect Securities and/or China Connect Services) that:

客戶向公司進一步聲明、保證和承諾（該等聲明、保證和承諾應視為在客戶每次發出與中華通證券和/或中華通服務有關的任何買賣盤或指示之日重複作出）：

- (a) the Client has read and fully understood the risk disclosures statement hereto and other information set out in Clause 17 of Part XII hereof;  
客戶已閱讀和完全理解本章則及條款中第十二部份第 17 條中包含的的風險披露聲明和其他資訊；
- (b) the Client understands his/her/its obligations set out in Clause 17 of Part XII hereof including any consequences of a contravention of China Connect Applicable Laws and Regulations;  
客戶理解第十二部份第 17 條中規定的義務，包括違反中華通適用法律法規的任何後果；
- (c) trading on China Connect Securities may be suspended or prohibited at any time and his/her/its orders to trade China Connect Securities may be declined without offering any reason therefor;  
中華通證券交易可能在任何時候被暫停或禁止，客戶發出的中華通證券買賣盤可能被拒絕，且不說明任何理由；
- (d) neither the Company nor any Associate shall be liable for any loss, liability, proceedings, demand, costs and expenses sustained or suffered by the Client (whether directly or indirectly) arising out of or in connection with any action or inaction by the Company or any Associate in relation to the provision of China Connect Securities Services to the Client by the Company including, without limitation, the materialisation of any of the risks described herein;  
公司或其任何關聯方均毋須為其與公司向客戶提供中華通證券服務有關的任何作為或不作為而直接

或間接引起或導致客戶遭受或發生的任何損失、賠償責任、訴訟、索償、支出和費用（包括但不限於發生本章則及條款所述任何風險）承擔責任；

- (e) if the SSE Rules and/or the SZSE Rules are breached, or the disclosure and other obligations referred to in any China Connect Applicable Laws and Regulations are contravened, then the relevant China Connect Market has the power to carry out investigations, and may, through SEHK (or through the relevant SEHK Subsidiary, or any other governmental or regulatory authority), require the Company or any Associate to (i) provide the Client's relevant information and materials and any other persons referred to in the SEHK China Connect Rules including, without limitation, in relation to his/her/its identity, personal data and trading activity; and (ii) assist investigation in relation to the Client and/or his/her/its trading activity undertaken by China Connect Competent Authority; and that the Client may be subject to regulatory investigations and liable to legal and regulatory consequences in the event of his/her/its breach of, or failure to comply with, such laws, rules and regulations;
- 如果違反上交所規則和/或深交所規則或任何中華通適用法律規定的披露和其他義務，相關中華通市場有權開展調查，並且可以通過聯交所（或相關聯交所子公司或任何其他政府或監管機構）要求公司或其任何關聯方：(i)提供客戶的相關資訊和資料，以及聯交所中華通規則提及的任何其他人的資訊和資料，包括但不限於身份、個人資料和交易活動；以及(ii)協助中華通主管部門對客戶和/或其交易活動進行調查；如果客戶違反或未遵守該等法律、法規和條例，可能受到監管機構調查和承擔法律和監管後果；
- (f) in providing the Northbound trading, the Company and its Related Person are required to:
- 在提供北向交易服務時，公司及其關係人被要求：
- (i) tag each of the Client's orders submitted to the China Connect Market System with a Broker-to-Client Assigned Number (the "BCAN") that is unique and specifically assigned to the Client or the BCAN that is assigned to the Client's account in joint names, if any; and  
為提交中華通市場系統的每個客戶買賣盤標注專門分配給客戶或聯名持有的客戶帳戶（如有）的唯一券商客戶編碼（下稱「**券商客戶編碼**」）；及
- (ii) provide to the SEHK the assigned BCAN and such identification information (the "**Client ID**") relating to the Client as SEHK may request from time to time in accordance with the Applicable Laws and China Connect Applicable Laws and Regulations.  
向聯交所提供分配給客戶的券商客戶編碼和聯交所依照適用法律和中華通適用法律法規不時要求提供的客戶身份資訊（下稱「**客戶身份**」）。
- (g) Without prejudice and in addition to the Client's consent given to the Company to release, disclose, transfer or process his/her/its personal data and/or information before, the Client further acknowledges and agrees that the Company and the Related Person may collect, store, use, process, disclose and transfer the Client's personal data and/or information with respect to the Northbound trading which includes, without limitation:-  
在不妨礙客戶此前對公司透露、披露、轉移或處理其個人資料和/或資訊所給予的同意的情況下，客戶進一步確認和同意，公司及其關係人可以收集、保存、使用、處理、披露和轉移客戶與北向交易有關的個人資料和/或資訊，包括但不限於：-
- (i) to disclose and transfer the BCAN and Client ID to the SEHK and the relevant SEHK Subsidiaries from time to time, including tagging the BCAN when placing a Northbound order into the China Connect Market System, which will be routed to the relevant China Connect Market operator on a real-time basis;  
不時向聯交所和相關聯交所子公司披露和傳送券商客戶編碼和客戶身份，包括在將任何北向買賣盤輸入中華通市場系統時標注券商客戶編碼，該買賣盤將即時傳遞給相關中華通市場運營機構；
- (ii) to permit each of the SEHK and the relevant SEHK Subsidiaries to: (1) collect, use and store the BCAN, Client ID and any consolidated, validated and mapped the BCANs and Client ID information provided by ChinaClear and the relevant clearing house (in the case of storage, by any of them or via HKEx) for the purpose of market surveillance and monitoring and enforcement of the SEHK's rules; (2) transfer those information to the relevant China Connect Market operator (whether directly or through ChinaClear and the relevant clearing house) from time to time for the purposes specified in (iii) and (iv) below; and (3) disclose those information to the relevant regulators and law enforcement agencies in Hong Kong to enable them to perform their functions;  
允許聯交所和相關聯交所子公司：(1)收集、使用和保存券商客戶編碼、客戶身份以及中國結算和相關結算所提供（如用於保存，由上述任何機構提供或通過港交所提供）的任何經合併、確認和配對的券商客戶編碼和客戶身份資訊，用於市場監管和監督以及聯交所規則的執行；(2)為以下(iii)和(iv)款所述目的，不時直接或通過中國結算和相關結算所將該等資訊傳送給相關中華通市場運營機構；以及(3)將該等資訊披露給香港的相關監管機構和執法



機構，以便其履行職責；

- (iii) to permit ChinaClear and the relevant clearing house to: (1) collect, use and store the BCAN and the Client ID for the consolidation and validation of the BCANs and the Client ID and the mapping of the BCANs and the Client ID with its investor identification database, and provide such consolidated, validated and mapped the BCANs and Client ID information to the relevant China Connect Market operator, the SEHK and the relevant SEHK Subsidiaries; (2) use the BCAN and Client ID to perform its regulatory functions of securities account management; and (3) disclose such information to PRC regulatory authorities and law enforcement agencies for them for the purpose of performing their regulatory, surveillance and enforcement functions; and  
允許中國結算和相關結算所：(1)收集、使用和保存券商客戶編碼和客戶身份資訊，用於合併和確認券商客戶編碼和客戶身份以及將券商客戶編碼和客戶身份與其投資者身份資料庫進行配對，以及向相關中華通市場運營機構、聯交所和相關聯交所子公司提供經合併、確認和配對的券商客戶編碼和客戶身份；(2)使用券商客戶編碼和客戶身份履行其有關證券帳戶管理的監管職責；以及(3)將該等資訊披露給中國監管機構和執法機構，以便其履行監管、監督和執法職責；及
- (iv) to permit the relevant China Connect Market operator to: (1) collect, use and store the BCAN and the Client ID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market operator; and (2) disclose such information to PRC regulatory authorities and law enforcement agencies for them for the purpose of performing their regulatory, surveillance and enforcement functions.  
允許相關中華通市場運營機構：(1)收集、使用和保存券商客戶編碼和客戶身份，以便監管和監督通過使用中華通服務在相關中華通市場上進行的證券交易和執行該中華通市場運營機構的規則；以及(2) 將該等資訊披露給中國監管機構和執法機構，以便其履行監管、監督和執法職責。
- (h) The Client also acknowledges that despite that the Client would subsequently withdraw his/her/its consent, the Client's personal data may continue to be stored, used, disclosed, processed and transferred for the specified purposes above. In addition, the Client's personal data may be retained by the Company for not less than twenty (20) years in accordance with the legal and regulatory requirements. For the avoidance of doubt, the Client acknowledges that the Client's acknowledgements and agreements herein will not change his/her/its direct marketing preference provided to the Company. If the Client fails to provide the Company with the personal data and/or information requested for by the Company or give the Client's consent as above (or in the case of the jointly-named accounts, the personal data or consents of all the account holders), the Company may not, or may be unable to, carry out the Northbound order or provide the Client with the China Connect Service;  
客戶進一步確認，儘管客戶之後可以撤回同意，客戶的個人資料可能依然為上述目的進行保存、使用、披露、處理和轉移。此外，公司可以依照法律法規的要求，將客戶的個人資料保存不超過二十(20)年時間。為免生疑問，客戶確認，其在本章則及條款中作出的確認和同意並未變更其告知公司的直接行銷偏好。如果客戶未向公司提供後者要求的個人資料和/或資訊或同意上述事項（或者如果是聯名帳戶的，未提供所有帳戶持有人的個人資料或同意），公司可能不會或無法執行北向買賣盤或向客戶提供中華通服務；
- (i) in the event that a China Connect Competent Authority is in its sole opinion that there is a serious breach of the SSE Rules and/or the SZSE Rules, the Company may be required by a China Connect Competent Authority to (i) issue warning statements (whether verbally or in writing) to the Client; and (ii) cease providing the Client with any service relating to trading China Connect Securities through China Connect; 如果任何中華通主管部門自主認為存在嚴重違反上交所規則和/或深交所規則的行為，中華通主管部門可能要求公司：(i)向客戶發出口頭或書面警告；以及(ii)停止向客戶提供與通過中華通進行中華通證券交易有關的任何服務；
- (j) unless the Company has confirmed to the Client in the manner conclusively determined by the Company that a Northbound buy order placed with it by the Client has been settled, the Client shall not instruct a Northbound sell order in respect of the China Connect Securities which are purchased by the relevant Northbound buy order;  
除非公司向客戶確認其已最終認定客戶向其發出的任何北向買盤已完成交收，否則客戶不得發出與其通過該北向買盤購買的中華通證券有關的任何北向賣盤；
- (k) the Client consents to the Company or any Associate providing, processing or sharing information relating to the Client and his/her/its profile, including the type and value of Northbound buy and sell orders and transactions executed on his/her/its behalf to a China Connect Competent Authority or a China Connect Entity at such intervals and in such form as such China Connect Competent Authority or China Connect

Entity (as the case may be) may prescribe from time to time including in relation to an investigation or surveillance by a China Connect Competent Authority or a China Connect Entity (as the case may be); 客戶同意公司或其任何關聯方按照任何中華通主管部門或中華通機構不時規定的間隔期和格式（包括任何中華通主管部門或中華通機構為進行任何調查或監督而要求提供資訊的情形），向該等中華通主管部門或中華通機構提供、處理或分享與客戶及其基本資料有關的資訊，包括公司代表其執行的北向買賣盤和交易的類型和價格；

- (l) the Client shall be solely responsible for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Applicable Laws and Regulations relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities;  
客戶應自行負責支付和繳納與任何中華通證券及其任何股息或權益有關的所有收費、費用、稅金和稅收，以及遵守任何中華通適用法律法規要求履行的、與之相關的任何申報或登記義務；
- (m) The Company will be subject to recordkeeping requirements under the China Connect Laws and Regulations and may therefore retain records (including telephone and electronic communications and account information) with respect to his/her/its Northbound orders and trading for twenty (20) years or as otherwise required under the China Connect Applicable Laws and Regulations;  
公司需遵守中華通適用法律法規的記錄保存要求，並且可能因此保存與客戶的北向買賣盤和交易有關的記錄（包括電話和電子通信以及帳戶資訊），保存期為二十(20)年或中華通適用法律法規要求的其他時間；
- (n) China Connect Competent Authority or its respective directors, employees and agents shall not be responsible or held liable for any loss or damage (directly or indirectly) suffered by the Client or any other third party arising from or in connection with:  
中華通主管部門或其董事、員工和代理人毋須為客戶或任何其他第三方因下列任何原因或與之相關而直接或間接遭受的任何損失或損害承擔任何賠償或其他責任：
  - (i) the trading of China Connect Securities or the operation of the CSC in respect of China Connect Securities;  
中華通證券交易或中華證券通系統與中華通證券有關的運作；
  - (ii) any amendments, making or enforcement of the China Connect Applicable Laws and Regulations; or  
中華通適用法律法規的任何修訂、頒佈或執行；或
  - (iii) any action taken by a China Connect Competent Authority when discharging its supervisory or regulatory obligations or functions;  
任何中華通主管部門為履行其監督或監管職責而採取的任何行動；
- (o) the Client is aware of and shall comply with all China Connect Applicable Laws and Regulations;  
客戶知悉和將遵守所有中華通適用法律法規；
- (p) the execution of any order placed with the Company shall not result in any breach of any China Connect Laws and Regulations;  
向公司發出的任何買賣盤的執行不會導致違反任何中華通適用法律法規；
- (q) the Client understands and has assessed and understood all risks associated with China Connect and the Client is willing and ready to undertake all the risks in respect thereof;  
客戶瞭解並且已經評估和瞭解了與中華通有關的所有風險，願意和準備承擔所有該等風險；
- (r) the Client does not have notice or knowledge of any fact that might impair the validity of such China Connect Securities and that the Client has full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;  
客戶未獲悉可能損害該等中華通證券有效性的任何情形，並且擁有接受、交易該等中華通證券和發出或作出與之相關的指示、授權或聲明的充分權力；
- (s) there is no adverse claim to such China Connect Securities; and  
不存在與該等中華通證券有關的任何不利權利主張；及
- (t) there is no restriction on the transfer of such China Connect Securities other than those expressly provided for under the SEHK rules or CCASS rules.  
除非聯交所規則或中央結算系統規則另有明確規定的情形，該等中華通證券不受任何轉讓限制的約束。

## 4 DEALING PRACTICE 交易慣例

- 4.1 The Client's orders shall be treated equally and fairly. When the Company processes Northbound orders, the Company may aggregate his/her/its orders with other clients' orders subject to the Applicable Law and China Connect Applicable Laws and Regulations. The Client understands that his/her/its orders placed with the Company may not be executed or may be executed in whole or in part.

客戶的買賣盤將受到平等和公平的處理。公司在處理北向買賣盤時，可以依照適用法律和中華通適用法律法規的規定將客戶的買賣盤和其他客戶的買賣盤合併。客戶理解其發給公司的買賣盤可能無法執行或者僅部分執行。

- 4.2 All client orders and transactions to be undertaken for clients ("Client Orders") which are for submission to the applicable open auction, closing auction (if any) or start of continuous trading session (the "Opening") shall be handled by the Company in a manner, as the Company shall consider fit, to ensure that all such Client Orders have a fair and equal opportunity to participate in the Opening. All such Client Orders which are received by the Company only at the point at which its system submits Client Orders into the applicable opening auction, closing auction (if any) or start of continuous trading session.

為客戶執行的、將提交開盤競價、收盤競價（如有）或持續交易時段的開盤階段（下稱「開盤」）的所有客戶買賣盤和指示（下稱「委託盤」）均將由公司以其認為合適的方式處理，以確保所有委託盤均獲得參與開盤的公平和平等機會。所有該等委託盤只有在公司的系統將其提交相應的開盤競價、收盤競價（如有）或持續交易時段的開盤階段方可視為已被公司收到。

## 5 COMPLIANCE WITH REQUIREMENTS FOR PRE-TRADE CHECKING 遵守交易前監控要求

- 5.1 The Client agrees, confirms and acknowledges that the Client will comply with all and any requirements relating to Pre-Trade Checking prescribed by the China Connect Competent Authority, the China Connect Entities or as notified to the Client by the Company from time to time.

客戶同意、確認和承認，其將遵守中華通主管部門或中華通機構制定或公司不時通知客戶的、有關交易前監控的任何及所有要求。

- 5.2 The Client further agrees, confirms and acknowledges to ensure that the Client will deposit sufficient and available China Connect Securities into his/her/its account by the cut-off time (as notified to the Client by the Company from time to time) to honour his/her/its settlement obligations in regard to any proposed sell order placed with the Company on the relevant Trading Day.

客戶進一步同意、確認和承認，其將確保在截止時間（由公司不時通知客戶）之前將足夠的可用中華通證券存入其帳戶，以便在相關交易日履行與其擬向公司發出的任何賣盤有關的交收義務。

- 5.3 If the Company reasonably opines that the Client does not for whatever reason have sufficient and available China Connect Securities in his/her/its account to settle a sell order by the prescribed cut-off time (as notified to the Client by the Company from time to time) the Company may (but not obliged to) in its sole and absolute discretion:

公司如合理認為客戶的帳戶在截止時間（由公司不時通知客戶）因任何原因沒有足夠用於任何賣盤交收的可用中華通證券，公司可以自主決定（但非必要）採取下列措施：

- (a) decline the Client's sell order in whole or in part;  
拒絕客戶的全部或部分賣盤；
- (b) use any China Connect Securities in the designated CCASS stock account(s) which the Company holds for itself or on behalf of its other Clients to fulfil the Pre-Trade Checking requirement in relation to the Client's sell order, in which case the Client shall reimburse the Company for any costs, losses or expenses suffered or incurred by the Company in full as a result of buying in or otherwise sourcing the amount of China Connect Securities which the Client has failed and/or refused to deliver in respect of his/her/its sell order on such terms and at such price (including any associated fees and expenses) and at such time as the Company shall determine in its absolute discretion); or  
使用公司在中央結算系統的指定股票帳戶為其自身或代表其他客戶持有的任何中華通證券滿足與客戶的賣盤有關的交易前監控要求，在此情況下，客戶應全額賠償公司因按照其自主決定的條款、價格（包括任何相關收費和費用）和時間購買和取得客戶未能和/或拒絕交付的、與其賣盤有關之數量的中華通證券而發生的任何支出、損失或費用；或
- (c) perform any other act which the Company deems necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Applicable Laws and Regulations to cover the Client's shortfall (including but not limited to applying any other China Connect Securities available to the Company from other sources).  
採取公司認為對於遵照交易前監控和/或相關中華通適用法律法規的要求彌補客戶出現的差額必要或合理的任何其他措施（包括但不限於使用公司從其他來源獲得的任何其他中華通證券）。

- 5.4 In the event that the Client gives any sell order in respect of any China Connect Securities allocated to any fund managed by the Client, the Client shall ensure that there are sufficient and available China Connect Securities in his/her/its account allocated to such fund by the prescribed cut-off time (as notified to the Client by the Company from time to time) to cover any such proposed sell order on the relevant Trading Day. It is the Client's sole and own responsibility to ensure that each of the funds managed by the Client complies with all China Connect Applicable Laws and Regulations to which the relevant fund may be subject to.

客戶如發出與分配給其管理的任何基金的任何中華通證券有關的任何賣盤，客戶應確保在截止時間（由公司不時通知客戶）之前，分配給該基金的帳戶內有足夠在相關交易日執行任何該等擬議賣盤所需要的可用中華通證券。客戶應自行負責確保其管理的所有基金均遵守該等基金可能適用的所有中華通適用法律法規。

## 6 SETTLEMENT AND CURRENCY CONVERSION 交收和貨幣兌換

- 6.1 The Client acknowledges and understands that Northbound trading is executed and settled in Renminbi. If the Company does not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and the Client may not acquire title to, or become entitled to sell or transfer the relevant China Connect Securities. When holding any funds on the Client's behalf, the Company is authorized to convert any funds in any other currency which the Company holds for the Client into Renminbi for the purposes of settlement thereof if the Client has insufficient Renminbi funds for settlement purpose or honouring other payment obligations.

客戶承認和理解，北向交易以人民幣執行和交收。如果公司在任何北向買盤的交收前未收到足夠完成所購買中華通證券的交收的人民幣，該交收可能被延遲和/或無法完成，因此，客戶可能無法獲得相關中華通證券的所有權，也無權出售或轉讓相關中華通證券。在為客戶保管任何資金時，如客戶沒有足夠的人民幣資金完成交收或履行其他支付義務，公司被授權將其為客戶保管的任何其他貨幣的任何資金兌換為人民幣，以完成交收。

- 6.2 Notwithstanding any provisions contained herein, where it is necessary to convert one currency to another pursuant to these Terms and Conditions for Investment Services, such conversion may be carried out automatically by the Company in a commercially reasonable manner without prior notice to the Client. Any risk, loss or cost (including fees, charges and/or commissions) in connection with or resulting from any conversion of one currency into another currency pursuant to these Terms and Conditions shall be borne by the Client.

不論本章則及條款是否有任何其他規定，在有必要依照本章則及條款的規定將某種貨幣兌換為另一種貨幣時，公司可以採用商業上合理的方式自動進行該兌換，毋須事先通知客戶。因依照本章則及條款的規定進行的任何貨幣兌換引起或與之相關的任何風險、損失或支出（包括任何收費、費用和/或佣金）應由客戶自行承擔。

- 6.3 The Client agrees and acknowledges that in the event of the Client failing to honour in a timely manner any payment obligation in relation to buy order of China Connect Securities, the Company has the right and is at liberty to forthwith and without prior notice to the Client take such action as the Company considers appropriate to reduce or eliminate any loss or liability that the Company suffers or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that the Client shall indemnify and hold the Company harmless for any liabilities, expenses or other losses the Company may incur in exercising the foregoing right. The Client further acknowledges and agrees that the Company shall not be responsible for any loss, diminution in value or other damages whatsoever for any action or inaction of the Company or the Company's agents pursuant to this clause.

客戶同意和確認，如果客戶未及時履行與中華通證券買盤有關的任何支付義務，公司有權立即採取其認為合適的措施（毋須事先通知客戶），以減少或消除公司發生或可能發生的任何損失或賠償責任（包括但不限於採取任何措施出售、變賣、處置或以其他方式交易相關中華通證券），並且客戶應賠償公司因行使上述權利而可能發生的任何賠償責任、費用或其他損失，並確保公司免遭損害。客戶進一步確認和同意，對於因公司或其代理依照本條規定發生的任何作為或不作為而引起的任何損失、減值或任何其他損害，公司毋須承擔責任。

- 6.4 Notwithstanding any provisions contained herein, where the Company determines that there is insufficient liquidity in RMB to settle any buy orders, the Company may, in its sole and absolute discretion, decline the Client's order placed with the Company without being liable to any loss or damage the Client may suffer or sustain arising out of its declination.

不論本章則及條款是否有任何其他規定，公司如認定沒有充足的人民幣完成任何買盤的交收，公司可以自主決定拒絕客戶發給公司的買賣盤，毋須為客戶因該拒絕遭受或發生的任何損失或損害承擔責任。

## 7 SALE TRANSFER 出售和轉讓

- 7.1 Once the Company receives notice (a "Forced-sale Notice") from a China Connect Competent Authority or China Connect Entity requiring the Company to sell and liquidate a specified number of China Connect Securities pursuant



to China Connect Applicable Laws and Regulations, the Company shall have the right to issue a corresponding notice (a “**Client Forced-sale Notice**”) to the Client requiring the Client to sell and liquidate any number of such China Connect Securities that the Client holds in his/her/its account with the Company (as determined by the Company in its sole discretion) within the period prescribed by the relevant China Connect Competent Authority or China Connect Entity. The Client undertakes to comply with any such Client Forced-sale Notice and waive all and any of his/her/its right to challenge the enforceability, legality and validity of the Forced-sale Notice. 公司如收到任何中華通主管部門或中華通機構要求其依照中華通適用法律法規出售和賣出特定數量的中華通證券的通知（下稱「**強制出售通知**」），公司有權向客戶發出相應通知（下稱「**客戶強制出售通知**」），要求客戶在該中華通主管部門或中華通機構規定的期限內，出售和賣出其在公司開立的帳戶內持有的任何數量的相關中華通證券（具體數量由公司自主決定）。客戶承諾遵守任何該等客戶強制出售通知的要求，並放棄對該強制出售通知的可強制執行性、合法性或效力提出異議的任何及所有權利。

- 7.2 As regards any Forced-sale Notice, the Company is authorised to sell or arrange for the sale of such China Connect Securities on the Client’s behalf at such price and on such terms as the Company may, in its absolute discretion, determine.

對於任何強制出售通知，客戶授權公司代表其按公司自主決定的價格和條款出售或安排出售相關中華通證券。

- 7.3 Where China Connect Securities owned by the Client that are the subject of a Client Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the “**Original CP**”) to another Clearing Participant or custodian (the “**Recipient Agent**”), the Company is authorized to provide instructions to the Recipient Agent on behalf of the Client to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Applicable Laws and Regulations. The Client also undertakes to inform the Recipient Agent of such authorisation and, where required, the Client undertakes to instruct the Recipient Agent to act accordingly.

如果客戶持有的、屬於任何客戶強制出售通知標的的中華通證券已被辦理相關北向買盤交收的結算參與者（下稱「**原結算參與者**」）過戶給其他結算參與者或託管人（下稱「**接受代理**」），客戶授權代表其向該接受代理發出指示，要求後者將相關中華通證券退還給原結算參與者，以依照中華通適用法律出售和變現。客戶承諾將該授權通知該接受代理，並在必要時指示該接受代理依此行事。

- 7.4 The Company is authorized and empowered to sell or arrange for the sale of any amount of China Connect Securities owned by the Client in the case that the Company receives notice from any China Connect Competent Authority requiring the Client to disgorge any profits as a result of the “short swing profit rule”, as described in Clause 17.14 of Part XII hereof.

公司如收到任何中華通主管部門或中華通機構要求客戶上繳因本章則及條款第十二部份第 17.14 條所述「短線交易獲利規則」獲得的任何盈利的通知，公司被授權出售或安排出售客戶持有的任何數量的中華通證券。

- 7.5 In addition to and without prejudice to the above, the Company is authorized to sell, transfer or carry out any other action in relation to China Connect Securities owned by the Client if the Company is instructed to do so by any China Connect Competent Authority or if the Company otherwise determines in its absolute discretion that it is necessary or desirable to do so for the purpose of compliance with any China Connect Applicable Laws and Regulations.

在不影響上述規定的情況下，在收到任何中華通主管部門的指示或公司自主決定對符合任何中華通適用法律法規的規定必要或合理的情況下，公司被授權出售、轉讓客戶持有的中華通證券或採取與該等證券有關的任何其他行動。

- 7.6 Neither the Company nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by the Client or a Related Person in respect of Clause 7 of this Part. 公司或其任何關係人均毋須為因其依照本第 7 條規定採取的任何行動直接或間接導致的任何損失或風險承擔任何責任。

## 8 CLIENT INFORMATION AND RECORD KEEPING 客戶資訊和記錄保存

- 8.1 If the Client instructs the Company to effect a Northbound transaction in China Connect Securities on behalf of his/her/its client (a “**Client Transaction**”), the Client shall and is obliged to retain for a period of not less than twenty (20) years (or such other period as the Company may instruct the Client in accordance with China Connect Applicable Laws and Regulations) records of any client instructions and account information with respect to the Client Transaction (such records the “**Client Information**”).

客戶如指示公司代表其委託人進行中華通證券的任何北向交易（下稱「**委託人交易**」），客戶應當並且有義務將與該委託人交易有關的任何委託人指示和帳戶資訊的記錄（該等記錄以下簡稱「**委託人信息**」）保存至少二十(20)年（或公司依照中華通適用法律法規的規定指示客戶的其他時間）。

8.2 (Applicable to intermediary only) The Client undertakes and confirms that the Client has arrangements in place that it:

(僅適用於中介) 客戶承諾和確認已作出如下安排：

- (a) requires its client to retain or procure the retention of the Client Information in relation to the beneficial owner of the Client Transaction for the period specified in Clause 8.1 above; and  
要求其委託人在以上第 8.1 條規定的期間內保存或安排保存與委託人交易的實益所有人有關的委託人資訊；及
- (b) consents to the Client to obtain and disclose the Client Information with respect to the beneficial owner upon request and within the required time limit specified by the Company, or procure that it be so obtained and disclosed.  
同意一經要求，在公司規定的期限內，獲得和披露，或促使獲得和披露，與該實益所有人有關的委託人資訊。

8.3 If the Company receives an enquiry from any China Connect Competent Authority in relation to a Client Transaction, the Client shall, upon request and within the time limit specified by the Company, disclose to the Company or to the relevant China Connect Competent Authority the Client Information, or procure such disclosure, in relation to the beneficial owner of the Client Transaction.

公司如收到任何中華通主管部門與任何委託人交易有關的任何詢問，一經要求，客戶應在公司規定的期限內，向或安排向公司或該中華通主管部門披露與該委託人交易的實益所有人有關的委託人資訊。

## 9 INDEMNITY 賠償

9.1 In addition and without prejudice to any of the Company's rights provided hereunder, the Client will indemnify the Company and any Related Person (together, the "Indemnified Parties") on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from the Company or any Related Person providing any services to the Client in respect of his/her/its trading or investment in China Connect Securities, including, without limitation, to:

在不妨礙公司在本章則及條款項下擁有的任何其他權利的情況下，客戶應全額賠償公司和任何關係人（以下統稱「受償方」）因向客戶提供與客戶的中華通證券交易或投資有關的任何服務而直接或間接遭受或發生的任何索賠、索償、訴訟、法律程序、損害、支出、費用、損失和所有其他責任，包括但不限於：

- (a) any Taxes resulting from any trading or holding of China Connect Securities in relation to China Connect;  
因交易或持有與中華通有關的任何中華通證券而引起的任何稅收；
- (b) the materialisation of any risk referred to in Part XII hereof;  
發生本章則及條款第十二部份所述任何風險；
- (c) any legal costs which any of the Indemnified Parties may incur in connection with any instruction given by the Client;  
任何受償方因客戶發出的任何指示而發生的任何訴訟費用；
- (d) any fees or expenses payable to any clearance systems arising from the holding of China Connect Securities;  
or  
因持有中華通證券而應支付給任何結算系統的任何收費或費用；或
- (e) any costs incurred in connection with Clause 7 of this Part.  
與本部份第 7 條有關的任何費用。

## PART XI - ADDITIONAL TERMS FOR THE USE OF BIOMETRIC AUTHENTICATION

### SERVICE

#### 第十一部份 — 使用生物認證服務的附加條款

These Additional Terms are, in addition to and on top of, and shall be read in conjunction with, the General Terms and Conditions under Part II of these Terms and Conditions. For the avoidance of doubt, in the event that there is any inconsistency between the provisions of this Part XI and the provisions of the other parts of these Terms and Conditions, the provisions herein shall prevail. 本附加條款是對本章則及條款第二部分中的一般條款的補充，並應與之結合閱讀。為免生疑問，若本第十一部份的條款與本章則及條款其他部分的條款有任何不一致之處，應以本部份的條款為準。

When using the Biometric Authentication Service (as defined hereinafter), the Client agrees and is deemed to have agreed to these Additional Terms.

在使用生物認證服務（定義見下文）時，客戶同意並視為已同意本附加條款。

#### 1. DEFINITIONS AND INTERPRETATIONS 定義及釋義

- 1.1 In these Additional Terms, the words or expressions defined in these Terms and Conditions shall be adopted, unless otherwise provided herein.

在本附加條款中，除非另有規定，應使用本章則及條款中所定義的詞語或表達方式。

- 1.2 For the purpose of these Additional Terms, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

就本附加條款而言，除文意另有所指，下列詞語和表達方式應具有以下含義：

<b>“APP Store”</b> 「應用程式商店」	means any application stores approved by the operating system vendor and designated by the Company from which the Trading APP is made available for download from time to time. 指任何經操作系統供應商批准及由公司指定，並可供客戶不時下載交易應用程式，的應用程式商店。
<b>“Biometric Authentication Service”</b> 「生物認證服務」	means the service provided by the Company as a cybersecurity process to match the Biometric Credential of the Client to verify the identity of the Client when using the Trading APP to login, and seek access to, the Account. 指公司利用網絡安全程序，在客戶通過交易應用程式登入及使用有關賬戶時匹配客戶的生物認證憑證，以驗證客戶身份，所提供的服務。
<b>“Biometric Credential”</b> 「生物認證憑證」	means the biometric credential (including but not limited to fingerprint(s), facial map or any other biometric data) that is registered with, or stored on, the Permitted Digital Device. 指已在允許的數碼設備上註冊或儲存的生物認證憑證（包括但不限於指紋、面貌特徵或任何其他生物數據）。
<b>“Permitted Digital Device”</b> 「允許的數碼設備」	means any electronic device or equipment prescribed by the Company which is the Biometric Authentication Service-enabled and includes the operating system or software that such electronic device or electronic equipment operates on. 指由公司規定的任何具備生物認證服務功能的電子設備或裝置，包括此類電子設備或裝置運行的操作系統或軟件。
<b>“Trading APP”</b> 「交易應用程式」	means the application of the Company, or such application or software(s) as may be designated by the Company from time to time and downloadable from the APP Store for the purposes of using or accessing the Electronic Trading Service to the extent as the Company may from time to time prescribe. 指可從應用程式商店下載，以使用公司不時規定範圍內的電子交易服務，的公司應用程式，或由公司不時指定的應用程式或軟件。

## 2. BIOMETRIC AUTHENTICATION SERVICE 生物認證服務

- 2.1 The Biometric Authentication Service is provided to the Client as an alternative to using the Access Code to verify the Client's identity for using or accessing the Electronic Trading Service via the Trading APP. Upon successful activation of the Biometric Authentication Service, the Company may use the Client's Biometric Credential to confirm and verify the Client's identity for using or accessing the Electronic Trading Service via the Trading APP. 生物認證服務是以使用登入密碼驗證客戶身份的替代方式提供給客戶，用於通過交易應用程式使用電子交易服務。在成功啟用生物認證服務後，公司可使用客戶的生物認證憑證確認並驗證客戶的身份，以使客戶可透過交易應用程式使用電子交易服務。
- 2.2 The activation of the Biometric Authentication Service will not deny the Client's choice to use or access the Electronic Trading Service via the Trading APP with the Access Code. 啟用生物認證服務不會影響客戶選擇透過交易應用程式以登入密碼使用電子交易服務的權利。
- 2.3 The Client agrees and acknowledges that the Company may require the Client to complete and sign such forms and/or documents, provide such information and do such acts as the Company may consider reasonably necessary to facilitate the provision, or activate the use, of the Biometric Authentication Service. 客戶同意並確認，公司可要求客戶完成並簽署相關表格和/或文件，提供相關資訊，並採取公司認為合理必要的行動，以促進提供或啟用生物認證服務。
- 2.4 The Biometric Authentication Service may be suspended, terminated, withdrawn or modified by the Company (whether in whole or in part) at any time without prior notice or providing any reason to the Client. The Company may in its absolute sole discretion decide whether the Client is eligible to use or continue to use the Biometric Authentication Service and, as the Company considers appropriate, the Company is entitled to suspend the Client's use of the Biometric Authentication Service (whether in whole or in part). The Company shall not be held liable to any loss or damages suffered or sustained by the Client, arising out of, or in connection with, suspension, revocation or modification of the Biometric Authentication Service. 公司可毋須事先通知客戶或提供任何理由，隨時暫停、中止、撤回或修改（全部或部分）生物認證服務。公司可全權決定客戶是否有資格使用或繼續使用生物認證服務，並可視情況適當地暫停客戶使用（全部或部分）生物認證服務。公司不會對客戶因暫停、撤銷或修改生物認證服務所引起或與之相關而遭受或承受的任何損失或損害而負責。
- 2.5 Upon successful activation, the Client will be allowed to use the Biometric Credential for using or accessing the Electronic Trading Service via the Trading APP. 在成功啟用生物認證服務後，客戶可使用生物認證憑證，透過交易應用程式使用電子交易服務。
- 2.6 For the purpose of activation, the Client acknowledges and agrees that the Client must have:- 為了啟用生物認證服務，客戶確認並同意：-
- (a) established and maintained the Account with the Company; 已與公司開立並維持有關賬戶；
  - (b) registered the Account for using the Electronic Trading Service; 已註冊有關賬戶以使用電子交易服務；
  - (c) the Permitted Digital Device which is suitably configured and compatible with using the Biometric Credential and the Trading APP; 擁有經過適當配置，並可使用生物認證憑證和交易應用程式相容的允許的數碼設備；
  - (d) successfully installed the latest version of the Trading APP and ensured the Trading APP is updated from time to time; 已成功安裝交易應用程式的最新版本，並時刻更新交易應用程式；
  - (e) registered at least one of the Client's Biometric Credentials with the Permitted Digital Device to control access thereto; and 已在允許的數碼設備上註冊至少一項客戶的生物認證憑證以供控制及使用；以及
  - (f) activated the Biometric Authentication Service in accordance with the Company's instructions set out in the Trading APP or otherwise provided. 根據公司在交易應用程式中或以其他方式提供的指示啟用生物認證服務。



2.7 The Client further acknowledges and agrees that:  
客戶進一步確認並同意：

- (a) once the Biometric Authentication Service is activated, the Biometric Credential shall operate and function to use or access the Electronic Trading Service;  
一旦啟用生物認證服務，生物認證憑證將運行並用作於使用電子交易服務；
- (b) the Company is entitled to treat any person who has accessed to the Biometric Credential or the biometric authentication controls of the Client's Permitted Digital Device as the Client, the Authorized Person or the person duly authorized by the Client to use or access the Electronic Trading Service and give Instruction to the Company in respect of the Account, including but not limited to withdraw or otherwise deal with or dispose of the Client's assets thereunder. Further, the Instruction given or request made by using the Biometric Authentication Service is conclusively binding on the Client; and  
公司有權視任何獲得客戶生物認證憑證或允許的數碼設備之生物認證控制的人員為客戶、獲授權人或經客戶正式授權使用電子交易服務並就有關賬戶向公司發出指示的人士，包括，但不限於提取、處理或處置客戶資產。此外，通過使用生物認證服務所作出的指示或請求對客戶具有終局性的約束力；及
- (c) for the purpose of providing the Biometric Authentication Service, the Trading APP shall interface with the biometric authentication function and data stored on the Client's Permitted Digital Device. The Client hereby irrevocably consents to the Company's access and use of such function and data in the Client's Permitted Digital Device for the provision of the Biometric Authentication Service.  
為提供生物認證服務，交易應用程式將與客戶允許的數碼設備上的生物認證功能及儲存的數據進行介接。客戶在此不可撤回地同意公司使用儲存於允許的數碼設備的生物認證功能及數據，以提供生物認證服務。

**3. FEE 費用**

- 3.1 The Company is entitled to impose charges or to revise at any time such charges for the use or termination of the Biometric Authentication Service by giving the Client not less than thirty (30) days' notice. Such charges or revisions thereof shall take effect from the date specified in the said notice. The Client understands, acknowledges and agrees that whenever the Client continues to use the Biometric Authentication Service after such notice, the Client shall be deemed to have agreed to and accepted such charges or its revisions.  
公司有權就使用或終止生物認證服務向客戶發出不少於三十（30）日的通知後，收取費用或隨時修訂該等費用。該等費用或其修訂將自有關通知中指明的日期起生效。客戶理解、確認並同意，若客戶在收到有關通知後繼續使用生物認證服務，則視為客戶已同意並接受該等費用或其修訂。
- 3.2 The Company may collect fees from the Client in such manner and at such intervals as the Company may specify from time to time.  
公司可按照不時指定的方式及相隔期間向客戶收取費用。

**4. RESPONSIBILITIES OF THE CLIENT 客戶的責任**

- 4.1 The Client acknowledges that information in relation to the Account and/or transaction records may be stored on the Client's Permitted Digital Device and the Company shall not be liable if such stored information or record is disclosed or divulged when the Client's Permitted Digital Device is used by another person (whether with or without the Client's authorization or consent, and whether such authorization or consent is express or implied). The Client agrees to take all reasonable steps to keep confidential and secure the Client's Permitted Digital Device, Access Code, and information related to the Account and to prevent unauthorized use of or access to the Client's Permitted Digital Device which include, without limitation, to do the followings to:  
客戶確認，與有關賬戶及/或交易記錄相關的資訊可能儲存在客戶允許的數碼設備內，及倘若該等資訊或記錄因客戶允許的數碼設備被其他人（無論是否經客戶授權或同意，且不論該授權或同意是明示或暗示的）使用而被披露或洩露，公司概不負責。客戶同意採取一切合理措施，保護及對客戶允許的數碼設備、登入密碼及與有關賬戶相關的資訊保密，並防止未經授權的使用客戶允許的數碼設備，包括，但不限於採取下列事項：
  - (a) ensure that only the Client's Biometric Credential of the Client are stored on the Client's Permitted Digital Device, and the Client's Digital Mobile Device is securely and safely kept and any password or security code allowing access to alter or add any Biometric Credential is securely protected. The Company shall not be responsible for any loss or damages arising out of, or in connection with, any unauthorized transactions due to the Client's failure to securely and safely keep the Client's Permitted Digital Device;

確保客戶允許的數碼設備內僅儲存客戶本人的生物認證憑證，並妥善保管客戶允許的數碼設備及任何允許更改或新增生物認證憑證的密碼或安全代碼。公司對因客戶未妥善保管客戶允許的數碼設備而導致的任何未經授權的交易所引起的損失或損害概不負責；

- (b) disable any function provided by, and refrain from consenting to any settings of, the Client's Permitted Digital Device that would otherwise compromise the security of the use of the biometric authentication;  
禁止在客戶允許的數碼設備中使用任何可能危及生物認證的安全性的功能及設定；
- (c) refrain from:-  
避免以下行為：
  - (i) downloading any application which is not approved by the APP Store or not compatible with the Client's Permitted Digital Device;  
下載未經應用程式商店批准或與客戶允許的數碼設備不相容的應用程式；
  - (ii) disclosing or sharing the Client's Permitted Digital Device or the Access Code with any other person or allowing any other person's access to the Client's Biometric Credential and/or biometric authentication function operated on the Client's Permitted Digital Device;  
向任何其他人士披露或共用客戶的允許數碼設備或登入密碼，或允許任何其他人士使用於客戶允許數碼設備載有客戶的生物認證憑證及/或生物認證功能；
  - (iii) using the Trading APP or the Biometric Authentication Service on the Permitted Digital Device that has been (1) modified outside the Permitted Digital Device vendor's supported or warranted configurations; or (2) jail-broken or rooted;  
在已被 (1) 修改為不符合客戶允許的數碼設備供應商支持或保證的配置；或 (2) 越獄或權限解鎖的允許數碼設備上，使用交易應用程式或生物認證服務；
  - (iv) using the facial recognition as the Client's Biometric Credential for the Biometric Authentication Service if the Client (1) has an identical twin sibling; or (2) is in adolescence (whereby the Client's facial features may be undergoing a rapid stage of development), and in which case the Client is recommended instead to use the Access Code to give Instructions or make request via the Trading APP to avoid false biometric authentication when using the Biometric Authentication Service;  
使用面部辨識用作生物認證服務的生物認證憑證，如客戶(1) 有一位同卵雙胞胎兄弟姐妹；或 (2) 處於青少年時期（面貌特徵可能處於快速發展階段）。在此情況下，建議客戶改用登入密碼，以透過交易應用程式發出指示或提出請求，從而避免使用生物認證服務時因虛假生物認證引發的問題；
- (d) change the Access Code immediately if the Customer suspects that the Client has been deceived by a fraudulent website, application, email, or SMS/WAP push message;  
若客戶懷疑可能遭遇網站、應用程式、電子郵件或短訊/無線應用協議推送訊息欺詐，應立即更改登入密碼；
- (e) notify the Company forthwith if the Client suspects that any of the Client's Biometric Credential, any other security codes (including, without limitation, the Access Code) and/or the Permitted Digital Device have been compromised, lost, stolen, intercepted, accessed or used without the Client's authorization or consent;  
若客戶懷疑其生物認證憑證、任何其他安全代碼（包括但不限於登入密碼）及/或客戶允許的數碼設備已遭洩露、遺失、盜竊、被攔截、或被未經授權使用，應立即通知公司；
- (f) strictly adhere to all security advice, measure, settings, guidelines and instructions from time to time provided to the Client by the manufacturer of the Client's Permitted Digital Device;  
嚴格遵守客戶允許的數碼設備的生產商不時向客戶提供的所有安全建議、措施、設置、指引及指示；
- (g) upon termination of the use of the Trading APP for any reason, delete and remove the Trading APP from the Client's Permitted Digital Device; and  
因任何原因終止使用交易應用程式後，客戶應從客戶允許的數碼設備中刪除並移除交易應用程式；及
- (h) delete and remove the Trading APP from the Client's Permitted Digital Device, format the Client's Permitted Digital Device or reset it to factory settings, where appropriate, before the Client changes or disposes of its Permitted Digital Device.  
客戶在更換或處置客戶允許的數碼設備之前，應將交易應用程式從客戶允許的數碼設備中刪除、移除，並格式化客戶允許的數碼設備或將其重置為出廠設定（如適用）。

4.2 For the purpose of this Clause 4.1, a "jail-broken" or "rooted" device means a device that has been freed from the limitations or restrictions set to it by the mobile service provider and device manufacturer without their approval.

The use of the Trading APP or the Biometric Authentication Service on a “jail-broken” or “rooted” device may compromise security and safety and lead to fraudulent or unauthorized transactions. The use of the Trading APP or the Biometric Authentication Service on a “jail-broken” or “rooted” device is entirely at the Client’s own risk and the Company shall not be liable for any losses or damages or any other direct or indirect consequences suffered or incurred by the Client as a result thereof.

就本條款第 4.1 條而言，「越獄」或「權限解鎖」的設備是指未經行動服務提供商及設備生產商批准，已解除其限制或約束的設備。在「越獄」或「權限解鎖」的設備上使用交易應用程式或生物認證服務可能危及安全，並引致欺詐或未經授權的交易。客戶自行承擔在「越獄」或「權限解鎖」的設備上使用交易應用程式或生物認證服務的風險，公司不對因此而導致的任何損失、損害或任何其他直接或間接後果承擔責任。

- 4.3 Upon the Client notifying the Company that the security of the Client’s Biometric Credential, any other security codes (including, without limitation, the Access Code) or the Client’s Permitted Digital Device was suspected to be compromised, the Company is entitled (but not obliged) to require the Client to re-register the Client’s Biometric Credential or suspend or cease the use of the Biometric Authentication Service (whether in whole or in part).

當客戶通知公司懷疑其生物認證憑證、任何其他安全代碼（包括，但不限於登入密碼）或客戶允許的數碼設備的安全性可能受到損害後，公司有權（但非必要）要求客戶重新註冊其生物認證憑證，或暫停或終止使用生物認證服務（全部或部分）。

- 4.4 The Client shall be solely liable for any loss or damages that results from any unauthorized use of the Trading APP and/or the Biometric Authentication Service due to the Client’s failure to have appropriate security safeguards and measures in respect thereof in place.

若因客戶未有對交易應用程式及/或生物認證服務採取適當的安全保護措施，導致任何未經授權的使用，客戶須自行承擔相關損失或損害的全部責任。

- 4.5 All instructions received by the Company with the Client’s identity verified through the Biometric Authentication Service and processed in accordance with the provisions regulating the Electronic Trading Service shall be conclusively binding on the Client.

所有經由生物認證服務驗證客戶身份後接收的指示，並按照規範電子交易服務的條款處理的指示，均對客戶具有終局性的約束力。

- 4.6 The Client shall be solely liable for all losses (including but not limited to losses arising from any unauthorized transactions) if the Client has allowed any third party to use the Client’s Permitted Digital Device, or failed to comply with the Client’s obligations or any security measures under these Additional Terms, the security information and/or other relevant documents as provided by the Company from time to time.

若客戶允許任何第三方使用其客戶允許的數碼設備，或客戶未能遵守本附加條款項下的義務、或公司不時提供的安全資訊及/或其他相關文件中的任何安全措施，客戶需自行承擔因此導致的所有損失（包括，但不限於因任何未經授權的交易引起的損失）。

## 5. EXCLUSION OF LIABILITY AND INDEMNITY 豁免責任與賠償

- 5.1 The Client acknowledges and agrees that the Biometric Authentication Service is provided to the Client on an “as is” and “as available” basis. The Client shall use the Biometric Authentication Service at the Client’s own risk. To the fullest extent permitted by the Applicable Laws, the Company’s liabilities or obligations arising out of, or in connection with, the Client’s use of the Biometric Authentication Service are excluded.

客戶確認並同意，生物認證服務是以「現況」及「可用」的基礎提供予客戶，客戶應自行承擔使用生物認證服務的風險。在適用法律允許的最大範圍內，公司均毋須承擔因客戶使用生物認證服務而引起或相關的任何責任或義務。

- 5.2 The Client acknowledges that the Biometric Credential is not stored on the Trading APP and the use of the Biometric Credential may be subject to the terms and conditions of the manufacturer of the Client’s Permitted Digital Device or the operating system operated on the Client’s Permitted Digital Device.

客戶確認，生物認證憑證並未儲存於交易應用程式內，且使用生物認證憑證可能受客戶允許的數碼設備生產商或其運行系統的使用章程及條款之約束。

- 5.3 The Client acknowledges that the biometric authentication function of the Client’s Permitted Digital Device is not provided by the Company, and the Company makes no representation or warranty as to the continued accessibility, security, accuracy, functionality or performance of any biometric authentication function operated on the Client’s Permitted Digital Device.

客戶確認，客戶允許的數碼設備的生物認證功能並非由公司提供，公司對於客戶允許的數碼設備上運行的任何生物認證功能的持續可用性、安全性、準確性、功能性或性能，均不作任何聲明或保證。

- 5.4 The Company gives no warranty or undertaking as to whether the Biometric Authentication Service will be available at all times, or it will be compatible with any electronic equipment, software, system or services that the Company may provide from time to time.  
公司不就生物認證服務是否能隨時可用，或是否能與公司不時提供的任何電子設備、軟件、系統或服務相容，作出任何保證或承諾。
- 5.5 To the fullest extent permitted by the Applicable Laws, the Company shall not be:  
在適用法律允許的最大範圍內，公司不會：
- (a) responsible for any loss or damages that the Client may suffer or sustain in connection with the Client's use of the Biometric Authentication Service, the Instructions given or request made to the Company or any unauthorized transactions effected thereunder; or  
就客戶因使用生物認證服務、向公司發出的指示或提出的請求，或因此而執行的任何未經授權的交易，所遭受或承擔的任何損失或損害負責；或
  - (b) liable to any act, omission, negligence, default, damages, losses (including but not limited to loss or leakage of data), causes of action, whether in contract, tort (including, without limitation, negligence), or otherwise arising in connection with the use of Biometric Authentication Service. In addition, the Company shall not be liable for any error, interception, corruption, deletion or inaccuracy in the Biometric Authentication Service, any person's use of, or reliance on or inability to use the Biometric Authentication Service, any interruption or hindrance of or delay in the operation of the Biometric Authentication Service, any incomplete transmission, any circuit or system failure or any computer virus.  
就與使用生物認證服務相關的任何行為、不作為、疏忽、失責、損害、損失（包括，但不限於丟失或洩漏數據）、法律訴訟原因（無論是基於合約、侵權行為（包括，但不限於疏忽）或其他原因）負責。此外，公司對於生物認證服務中的任何錯誤、攔截、損壞、刪除或不準確，任何人對生物認證服務的使用或依賴，或無法使用生物認證服務，生物認證服務操作中的任何中斷、障礙或延遲，任何不完整的傳輸，任何電路或系統故障，或任何電腦病毒，均不承擔責任。
- 5.6 The Client shall hold harmless and indemnify the Company, its officers, employees, agents and any other persons appointed by the Company from and against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer, and all costs and/or expenses of reasonable amount and reasonably incurred by any of them as a result of or in connection with:  
客戶應使公司及其高級職員、僱員、代理人以及公司指定的任何其他人士免受損害及彌償因以下情況而招致或蒙受的任何索償、訴訟、法律行動、法律程序、損失、損害、義務及/或責任，並賠償上述各方因此合理產生的所有費用及/或開支：
- (a) the Client's failure to comply with the provisions of these Additional Terms; or  
客戶未能遵守本附加條款的規定；或
  - (b) the Client's fraud, wilful misconduct or negligence in the Client's use of the Biometric Authentication Service and/or the Trading APP.  
客戶在使用生物認證服務及/或交易應用程式時的欺詐行為、故意不當行為或疏忽。



## PART XII - RISK DISCLOSURE STATEMENT

### 第十二部份 — 風險披露聲明

#### 1. RISK OF SECURING TRADING 證券交易的風險

- 1.1 The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.  
證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

#### 2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份的風險

- 2.1 Growth Enterprise Market (“GEM”) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.  
創業板股份涉及很高的投資風險，尤其是該等公司可在毋須具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。
- 2.2 The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. 客戶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。
- 2.3 Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazette newspapers.  
現時有關創業板股份的資料只可以在聯交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。
- 2.4 The Client should seek independent professional advice if he/she/it is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.  
假如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，客戶應尋求獨立的專業意見。

#### 3. RISK OF MARGIN TRADING 保證金買賣的風險

- 3.1 The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of his/her/its cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent order, such as “stop-loss” or “stop-limit” orders. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client’s collateral may be liquidated without his/her/its consent. Moreover, the Client will remain liable for any resulting deficit in his/her/its account and interest charged on his/her/its account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of his/her/its own financial position and investment objectives.  
藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關公司作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合客戶。

#### 4. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE THE CLIENT’S SECURITIES COLLATERAL ETC 提供將客戶的證券抵押品等再質押的授權書的風險

- 4.1 There is risk if the Client provides the licensed or registered person with an authority that allows it to apply the Client’s securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client’s securities collateral for financial accommodation or deposit the Client’s securities collateral as collateral for the discharge and satisfaction of the Client’s settlement obligations and liabilities.  
向公司提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押

品再質押以取得財務融通，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

- 4.2 If the Client's securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the effective period of such authority and be limited to not more than twelve (12) months. If the Client is a professional investor, these restrictions do not apply.

假如客戶的證券或證券抵押品是由公司在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超過十二(12)個月。若客戶是專業投資者，則有關限制並不適用。

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

此外，假如公司在有關授權的期限屆滿前最少十四(14)日向客戶發出有關授權將被視為已續期的提示，而客戶對於在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，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

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

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

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

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

- 4.6 A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or does not wish the Client's securities or securities collateral to be lent or pledged, the Client should not sign the above authorities and should instead ask to open a cash account.

公司提供不涉及證券借貸的現金賬戶。假如客戶毋須使用保證金貸款，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，並應要求開立現金賬戶。

## 5. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險

- 5.1 Client assets received or held by the Company or its nominee(s) outside Hong Kong are subject to the applicable laws 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.

公司或其代理人在香港以外地方收取或持有客戶的資產，是受到有關海外司法管轄區的適用法律及規例所監管的，這些法律及規例與《證券及期貨條例》及根據其制訂的規則可能有所不同。因此，有關客戶的資產將可能不會享有賦予在香港收取或持有客戶的資產的相同保障。

## 6. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES 提供代郵件或將郵件轉交第三方的授權書的風險

- 6.1 If the Client provides the Company with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Accounts and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如客戶向公司提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶的有關賬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。

## 7. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK 在聯交所買賣納斯達克一美國證券交易所證券的風險

- 7.1 The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. The Client should consult the Company and become familiarized with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK.

按照納斯達克一美國證券交易所試驗計劃（下稱「**試驗計劃**」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢公司的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

## 8. ELECTRONIC TRADING 電子交易

- 8.1 Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Client undertakes Transactions on an electronic trading system, the Client 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 the Client's order is either not executed according to the Client's instructions or is not executed at all. In particular, the Client's attention is drawn to the following:

透過某個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如果客戶透過某個電子交易系統進行有關交易，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致客戶的買賣盤不能根據指示執行，甚至完全不獲執行。請客戶尤其注意以下各項：

- (a) the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;

互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；

- (b) access to the website operated by the Company or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;

與公司的網站或電子交易服務接達可能因為高峰期、市場波動、系統故障（包括硬件或軟件故障）、系統升級或維修或因其他原因而隨時及不時被限制、延誤或無法進行；

- (c) instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;

透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於（以適用者為準）無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；

- (d) instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;

透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出時的通行價格不同；

- (e) communications and personal data may be accessed by unauthorized third parties;

未經授權第三方可能獲得通訊及個人資料；

- (f) instructions given through the internet or other Electronic Media may be executed without being subject to human review; and

透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及

- (g) the status of the Client's instructions or orders for Transactions in the Account or execution thereof and the Client's cash position, securities position or other details relating to the Account as reflected in any acknowledgement, confirmation or other record posted on the Company's website may not be updated

immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service and that, in the case of doubt, the Client should contact the Company to ascertain the status of the Client's other Transactions in the Account or other details relating to the Account.

刊登在公司的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的進度或該等指示或買賣盤的執行，以及與有關賬戶客戶的現金狀況、證券狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過公司的網站進行的交易，如有疑問，客戶應聯絡公司，以確定投資者的交易的進度或與有關賬戶有關的其他資料。

## 9. SPECIFIC RISK OF INVESTING IN STRUCTURED PRODUCT LISTED IN STOCK EXCHANGE OF HONG KONG LIMITED ("HKEx") 投資香港聯合交易所有限公司（「香港交易所」）上市的結構性產品的特定風險

### (a) Higher degree of risk 甚高風險

Structured products carry a high degree of risk. The risk of loss in trading structured products can be substantial. The investor/Client should have prior knowledge of, or experience in trading in structured products. The investor/Client should carefully consider whether such trading is suitable in the light of the investor/ Client's own financial position and investment objectives.

結構性產品交易風險甚高，可導致相當大的損失。投資者/客戶買賣結構性產品前，應認識結構性產品市場及有相關經驗。投資者/客戶應考慮結構性產品的買賣是否適合客戶財政狀況及投資目標。

### (b) Issuer default risk 發行商失責風險

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

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

### (c) Uncollateralized product risk 非抵押產品風險

Uncollateralized structured products are not asset backed. In the event of issuer bankruptcy, the investor/Client can lose entire investment. The investor/Client should read the listing documents to determine if a product is uncollateralized.

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

### (d) Gearing risk 槓桿風險

Structured 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. The investor/Client should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

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

### (e) Expiry considerations 有效期的考慮

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

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

### (f) Extraordinary price movements 特殊價格波動

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

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

### (g) Foreign exchange risk 外匯風險

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

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



(h) Liquidity risk 流通量風險

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

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

**Some Additional Risks Involved in Trading Derivative Warrants**

**買賣衍生權證的一些額外風險**

(i) Time decay risk 時間損耗風險

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

假若其他情況不變，衍生權證愈接近到期日價值會愈低，因此不能視為長線投資。

(j) Volatility risk 波幅風險

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

衍生權證的價格可隨相關資產價格的引申波幅而升跌，投資者/客戶須注意相關資產的波幅。

**Some Additional Risks Involved in Trading CBBCs**

**買賣牛熊證的一些額外風險**

(k) Mandatory risk 強制收回風險

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

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

(l) Funding costs 融資成本

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

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

**10. SPECIFIC RISK OF INVESTING IN EXCHANGE TRADING FUNDS (ETFs) 投資交易所買賣基金的特定風險**

(a) Market risk 市場風險

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. The investor/Client must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別（如股票、債券或商品）的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。投資者/客戶必須要有因為相關指數/資產的波動而蒙受損失的準備。

(b) Tracking error 追蹤誤差

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy.

這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其

他費用、相關指數/資產改變組合、交易所買賣基金經理的複製策略等等因素。

(c) Trading at discount or premium 以折讓或溢價交易

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

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

(d) Foreign exchange risk 外匯風險

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

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

(e) Liquidity risk 流通量風險

Securities market makers (SMMs) are exchange participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, the investor/Client may not be able to buy or sell the product.

證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，投資者/客戶或就不能進行買賣。交易所買賣基金的不同複製策略涉及對手風險完全複製及選具代表性樣本策略採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分（而不是全部）的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不是太大問題。

(f) Counterparty risk involved in ETFs with different replication strategies 交易所買賣基金涉及的交易對手風險及其各種複製策略

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

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

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

(ii) Synthetic replication strategies 綜合複製策略：

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

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

Swap-based ETFs 以掉期合約構成：

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

總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。

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

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

Derivative embedded ETFs 以衍生工具構成：

- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.  
交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。
  - Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.  
以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。
- (g) Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.  
交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## 11. OVERSEAS MARKET RISK 海外市場風險

- (a) Transactions involving markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such market may be subject to regulation which may offer different or diminished investor protection. Before trading, the Client should enquire about any rules relevant to the Client's particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's Transactions have been effected. The Client should ask for details about the types of redress available in both Hong Kong and other relevant jurisdictions before starting to trade.  
在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先行查明有關你將進行的該項交易的所有規則。客戶本身所在地的監管機構，將不能迫使客戶已執行的有關交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行有關交易之前，客戶應先向公司查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

## 12. SPECIFIC RISK OF INVESTING IN OVERSEAS ISSUERS 有關投資海外發行人的風險

- (a) An overseas issuer is subject to a different set of corporate laws governing its affairs including duration, organization structure, governing bodies and their powers, shares transfer, shareholders rights, shareholders' dispute resolutions. 海外發行人是受其所屬司法權區的不同公司法例約束，以管理其事務，包括期限、公司架構、監管組織及權力、股份轉讓、股東權利及股東爭議解決事宜。
- (b) It may be difficult for local shareholders/investor of an overseas issuer to enforce their shareholder rights against the issuer or its directors due to complications arising from cross-border access to evidence, legal services, court assistance or the incremental costs related to those services.  
本地股東/投資者投資海外發行人證券可能在提出海外發行人或其董事訴訟時存在若干困難，因而難以執行其股東權利。原因是該等訴訟可能涉及跨境的複雜因素，包括：證據收集、法律服務、法院訴訟協助或有關的龐大支出。
- (c) Hong Kong regulators may not have extra-territorial investigation and enforcement jurisdiction. Instead, reliance has to be placed on the overseas regulatory regimes to enforce against any corporate governance breaches committed by their subject.  
香港監管機構未必有管轄區以外的調查及執法權。要達到監管目的，須倚仗海外監管機構自身制度對其轄下發行人執行任何違反公司管治的判決。
- (d) If an overseas issuer's principal operations and assets are outside its place of incorporation or Hong Kong, they may be subject to other laws, standards, restrictions and risks that significantly differ from those in Hong Kong.  
若海外發行人的主要業務及資產所在地是位處其註冊成立地或香港以外，發行人更可能要符合當地的法例、準則、限制及風險事宜，該些事宜會跟香港公司面對的存有很大差異。

### Additional Risks Relating to Investing in Secondary Listed Issuers

#### 有關投資在第二上市發行人的額外風險

- (e) Secondary listed issuers are primarily regulated by another stock exchange and financial regulator and are often

granted extensive Listing Rules waivers. They do not conform to the Listing Rules in their entirety. Because of the different characteristics of overseas and Hong Kong securities markets, fluctuations in the price of securities are more likely.

在本所作第二上市的發行人由其主要上市地的交易所及財政監管機構監管，同時第二上市發行人通常會獲得較多的《上市規則》豁免。該些發行人亦不會全面遵守《上市規則》。由於海外及香港的證券市場存在差異，證券價格的浮動亦會較為顯著。

### **Additional Risks Relating to Investing in Hong Kong Depository Receipts (“HDR”) Issuers**

#### **有關投資在預託證券發行人的額外風險**

- (f) The Hong Kong Depository Receipts (“HDR”) framework is an alternative facility for issuers, in particular overseas issuers, to list on the HKEx. There are no changes to the listing regime. An issuer seeking to list in Hong Kong through HDRs will have to comply with generally the same requirements as an issuer of shares, except for the modifications in Chapter 19B of the Main Board Rules. However, HDRs are not shares and therefore do not attract the same legal consequences as those of shares. The HDR Depository’s obligations are set out in a deposit agreement. 香港預託證券機制是讓發行人（特別是為海外發行人）在香港交易所上市的另一項設施。整個上市機制並無因此架構而有轉變。擬透過預託證券在港上市的發行人須遵守的規定與股份發行人大致相同，不過預託證券發行人亦須遵守《上市規則—主板》第 19B 章所及的修訂條文，但是，香港預託證券並不是股份，故此其與股份所引致的法律效果存有差別。香港預託證券存管人的權利載列在預託協議。
- (g) HDR holders do not have rights of shareholders and must rely on the HDR Depository to exercise on their behalf the rights of a shareholder.  
香港預託證券持有人並不具有股份持有人的權利，他們必須倚賴存管人代其行使權利。
- (h) HDR holders need to pay for the fees and expenses charged by the HDR Depository for services rendered.  
預託證券持有人必須補償存管人提供服務的一切收費及費用。

### **13. RISKS OF TRADING RENMINBI SECURITIES OR INVESTMENT IN RENMINBI PRODUCT**

#### **投資人民幣證券或投資人民幣產品的風險**

- (b) Currency risks 匯率風險  
The exchange rate of renminbi may be rise or fall. If the investor/Client who holds a local currency other than renminbi will exposed to currency risk if the investor/Client invests in a renminbi products. It is because renminbi is subject to conversion restrictions and foreign exchange control mechanism. The investor/Client may have to convert the local currency into renminbi when the investor/Client invests in a renminbi product. When the investor/Client redeem/sell the investor/Client’s investment, the investor/Client may also need to convert the renminbi received upon redemption/sale of the investor/ Client’s investment product into the local currency (even if redemptions/sale proceeds are paid in renminbi). During these processes, the investor/Client will incur currency conversion costs and you will also be exposed to currency risk.  
人民幣的匯率可升可跌。投資者/客戶若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險，因為人民幣是受到轉換限制及外匯管制的貨幣，當投資者/客戶投資於人民幣產品時，便可能要將投資者/客戶的本地貨幣轉換為人民幣。而當投資者/客戶贖回或出售客戶的投資時，投資者/客戶或需要將人民幣轉換回本地貨幣（即使贖回或出售投資的收益是以人民幣繳付）。在這過程中，投資者/客戶會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算投資者/客戶買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，投資者/客戶亦會有所損失。
- (c) Possibility of not receiving renminbi upon redemption/sale of renminbi investments  
在贖回或出售人民幣產品時未必能收回人民幣

The investor/Client should always understand the nature and terms of a product and read the offering documents carefully before investing to find out whether the investor/Client will actually receive renminbi when Client redeems/sells the renminbi products. Even if the product aims to deliver renminbi, it may not be able to pay the investor/Client in renminbi if the product has to sell non-renminbi-denominated investments to meet the investor/Client’s redemption/sale request, and encounters conversion restriction when converting the proceeds in non-renminbi currencies into renminbi. On the other hand, even if the investments are denominated in renminbi, there may not sufficient renminbi to satisfy the redemption/sale requests due to the repatriation or other controls on renminbi. As a result, the investor/Client may not receive renminbi when the investor/Client redeems/sells Client’s investments. 投資者/客戶應該對產品的性質及條款有充分理解，投資前亦必須詳細閱讀銷售文件，了解當贖回或出售該產品時是否會收取人民幣。即使該產品打算以人民幣交收，但若該產品因投資者/客戶的贖回或出售要求而要賣出一些非人民幣計價的投資項目，而同時在轉換為人民幣的過程中遇到限制，投資者/客戶或許



未必可以收回人民幣。另外，就算產品是以人民幣計價，如果因為貨幣匯返原國或其他人民幣管制措施，亦未必能有充足的人民幣金額去滿足所有贖回或出售要求。因此，於贖回或出售該產品時，投資者/客戶也未必能收取人民幣。

(d) Liquidity risk 流通風險

Renminbi products are subject to liquidity risk as there may not be regular trading or an active secondary market. Some renminbi product is subject to lock-up period or heavy penalty or charges for early surrender or termination of the product. Therefore, the investor/Client may not be able to sell the investment in the product on a timely basis, or the investor/Client may have to sell the product at a deep discount to its value.

人民幣產品可能沒有一般的交易活動或活躍的二手市場而承受流通風險，有些人民幣產品是設有最短投資期，以及提早贖回或終止的罰款或收費。因此，投資者/客戶或不能即時出售有關產品，又或投資者/客戶可能要以極低價出售。

(e) Investment/market risk 投資風險/市場風險

Like any investments, renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that the investor/Client may suffer a loss even it renminbi appreciates.

跟所有投資一樣，人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，投資者/客戶亦可能須承受虧損。

(f) Issuer/counterparty risk 發行人交易對手風險

Renminbi products are subject to the credit and insolvency risks of their issuers. Furthermore, as a renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the renminbi products and result in substantial losses.

人民幣產品須面對發行人的信貸風險及無力償債風險。由於人民幣產品亦可能投資於衍生工具，投資者/客戶亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

**14. RISKS OF INVESTING IN DERIVATIVE PRODUCTS (INCLUDING BUT NOT LIMITED TO EQUITYLINKED NOTES/INSTRUMENT) 投資在衍生產品的風險 (包括但不限於高息票據/股票掛鈎票據) 投資結構性產品的一般風險**

(a) Derivative products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of derivative products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of derivative products can therefore be volatile.

衍生產品通常涉及高度槓桿作用，因此掛鈎證券之價格出現相對輕微的波動導致衍生產品價格出現不成比例之大幅波動。衍生產品的價值並不穩定，相反却隨市場多種因素（包括經濟及/或政治環境變化）波動。因此，衍生產品之價格可能相當反覆。

(b) Derivative products are imbedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. The investor/Client should carefully consider whether such trading is suitable in the light of the investor/Client's own financial position and investment objectives.

衍生產品附有期權，交易風險甚高，可導致相當大的損失，投資者/客戶買賣衍生產品前，應認識期權市場及有相關經驗。投資者/客戶應考慮衍生產品的買賣是否適合投資者/客戶的財政狀況及投資目標。

(c) The investor/Client should not buy a derivative product unless the investor/Client is prepared to sustain a total loss of the money the investor/Client have invested plus any commission or other transaction charges,

除非投資者/客戶已準備承受損失投資的全部金額及任何佣金或其他交易費用，否則不應買入衍生產品。

(d) While derivative products are unexercised and if their underlying securities are suspended from trading on the HKEx or any other relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying securities.

若衍生產品未獲行使，而若其掛鈎證券暫停在港交所或任何其他相關交易所買賣，衍生產品將如其掛鈎證券，於類似期間暫停買賣。

(e) Depending on the structure of a particular derivative product, the investor/Client may be obligated to accept delivery or make delivery (as the case may be) of the underlying securities if the conversion price is triggered or pursuant to the terms and conditions of the relevant agreement, contract or confirmation of the subject transaction. Depending on the market conditions, the investor/Client may be obligated to accept delivery of the underlying securities at a

price which is above the market price such securities or to make delivery of the underlying securities at a price which is below the market price of such securities and losses may occur resulting from such actions which can be substantial. The loss resulting from investing such derivative product can be over and above the initial amount invested to a substantial extent.

倘若已觸發換股價，或根據有關的交易的有關協議、合約或確認書的條款及條件，投資者/客戶可能須交收或交付（視屬何情況而定）相關證券，具體視特定衍生產品的結構而定。根據市況，投資者/客戶可能以高於相關證券市價的價格交收相關證券，或以低於相關證券市價的價格交收相關證券而引致重大損失。投資有關衍生產品所做成的損失可能遠遠高於最初投資的。

- (f) If there is an extraordinary event or an adjustment event such a stock split, issue of bonus shares or other unexpected event that change the number, value or weighting of issued shares of the underlying stock, the counter-party/calculation agent may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. The investor/ Client should seek independent advice from professional parties in the event of such extraordinary events or adjustments.

倘若發生特別事項或調整事項，如拆股、發行紅股或發生其他突發事項，造成相關股票已發行股份的數目、價格或權重變更，則交易對手/計算代理人可酌情調整合約條款（包括撤銷合約），以反映新市況。倘發生有關特別事項或調整，投資者/客戶應向專業人士尋求獨立意見。

- (g) Early termination prior to maturity is possible subject to the terms and conditions governing the derivation product and prevailing market terms and conditions.

產品可能在到期日前被提早終止合約，視規管衍生產品的條款及條件以及當前市場條款及條件而定。

- (h) The value of the derivative products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services.

衍生產品的價值可能因評級機構（如穆迪投資者服務公司或標普全球評級）調低評級而下降。

- (i) The investor/Client should ensure that this purchase of a particular derivative product is lawful under the laws of the jurisdiction of his incorporation/domicile and the jurisdiction in which he operates (if different), and that such purchase will not contravene any law, regulation or regulatory policy applicable to him.

投資者/客戶須確保其購買特定衍生產品符合其註冊成立/居籍所屬司法管轄區及經營所屬司法管轄區（如不同）的法律，且有關購買將不會違反其適用的任何法律、法規或規管政策。

- (j) For derivative products (and non-listed financial instruments in general), in particular in “combined” or “structured” transactions, the absence of a “market” or “common” reference price may make it impossible for the Company to provide the precise value of the transaction. Therefore, the investor/Client should be aware that the price indications by the Company are always based on the latest available market prices of the underlying instrument or have arrived from sources believed to be reliable. Consequently, price indications might only reflect historic prices and may not retied the final proceedings where the transaction is terminated or assigned immediately, if this is possible at all. The Company does not make any representation as to the accuracy or completeness of price indications for any transactions and does not accept liability for any losses arising from the use thereof.

就衍生產品（及一般非上市金融工具），尤其於「合併」或「結構性」交易中，倘無「市場」或「通用」參考價格，證券公司可能無法提供交易的精確價值。因此，投資者/客戶應知悉，證券公司提供的指示性價格通常乃根據相關工具的最新可得市價，或由認為可靠的來源達致。因此，指示性價格可能僅反映歷史價格，而未必反映交易終止或受讓（倘可能發生）當時的最終收益。證券公司不就任何交易的指示性價格的準確性或完整性發表任何聲明，亦不就因使用有關價格而引致的任何損失承擔任何責任。

- (k) Structured products are formed by combining two or more financial instruments and may include one or more derivative products. Structured products may carry a high degree of risk and may not be suitable for many members of the public, as the risks associated with the financial instruments or derivative products may be interconnected. As such, the extent of loss due to market movements can be substantial. Prior to engaging in structured product transactions, the structured investor/Client should understand the inherent risks involved. In particular, the various risks associated with each financial instrument or derivative product should be evaluated separately as well as taking the structured product as a whole. Each structured product has its own risk profile and given the unlimited number of possible combinations. It is not possible to detail in this Risk Disclosure Statement all the risks which may arise in any particular case. The investor/Client should note that with structured products, buyers can only assert their rights against the issuer. Hence, particular attention needs to be paid to issuer risk. The investor/Client should therefore be aware that a total loss of his investment is possible if the issuer should default.

結構性產品乃集合兩個或多個金融工具而成，可能包含一個或多個衍生產品。結構性產品可能具有高度風險，可能不適合眾多公眾人士，蓋因與金融工具或衍生產品相關的風險可能聯繫密切。因此，市場變動可能造成重大損失。涉足結構性產品交易之前，投資者/客戶應了解涉及的內在風險。尤其是，有關各

金融工具或衍生產品的各項風險應個別評估，而結構性產品風險應進行整體評估。各結構性產品有其自身的風險特徵，鑒於可能的風險組合不計其數，本風險披露聲明不可能詳述任何特定情況下可能產生的所有風險。投資者/客戶應注意，就結構性產品而言，購買者僅可向發行人主張權利。因此，應特別留意發行人風險。投資者/客戶應明白，倘若發行人違約，投資者/客戶可能損失全部投資。

- (l) Because the prices and characteristics of over-the-counter derivative products are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Company consequently cannot and does not warrant that its prices or the prices it secures for the investor/Client are or will any time be the best price available to the investor/Client. The Company may make a profit from a transaction with the investor/Client no matter what result the transaction has from the investor/Client's point of view.

由於場外交易衍生產品的價格及特徵乃個別商議，且不存在獲取價格的集中來源，故交易定價並無意義。因此證券公司未能亦不會保證，其價格或其為投資者/客戶獲取的價格於任何時候均為或將為投資者/客戶所能獲得的最佳價格。證券公司或會從與投資者/客戶進行的交易中獲利，而無論就投資者/客戶而言交易結果如何。

- (m) Equity-linked instruments ("ELI") carries a high degree of risk. ELIs are products combining notes/deposits with stock options which may allow a bull, bear or strangle (i.e. trading range) bet. The return component of ELI is based on the performance of a single equity security, a basket of equity securities, or an equity index. ELI may come in different forms: equity-linked notes, equity-linked deposits and equity-linked contracts. The investor/Client acknowledges and agrees that while the maximum return on investment is usually limited to a predetermined amount of cash, an investor/Client stands to potentially lose up to the entire investment amount if the underlying share price moves substantially against the investor's view. The investor/Client should be able to understand the risks he is bearing before investing in ELIs.

股票掛鈎工具具有高度風險，是結合票據存款與股票期權的產品，可進行「看漲」、「看跌」或「勒束式」（預期股份窄幅上落）投資。股票掛鈎工具的回報取決於某隻股票、一籃子股票或股票指數的表現。股票掛鈎工具可分為：股票掛鈎票據、股票掛鈎存款及股票掛鈎合約。投資者/客戶承認並同意，投資的最高回報通常不會超過預先訂明的金額，而倘若相關股份價格與投資者/客戶的預測背道而馳，投資者/客戶可能會損失全部投資金額。投資者/客戶於投資股票掛鈎工具之前，應了解其將要承擔的風險。

- (n) The prices of the underlying securities of derivative products fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. Accordingly, it is as likely that loss will be incurred rather than profit made as a result of buying or selling derivative products. In particular, for some derivative products such as accumulators, depending on market conditions, an investor/Client may be obligated to accept delivery of the underlying securities at a price which is above the market price of such securities and loss may occur resulting from such action which can be substantial. Similarly, for some derivative products such as decumulators, an investor/Client may be obligated to make delivery of the underlying securities at a price which is below the market price of such securities and loss may occur resulting from such action which can be substantial. The loss resulting from investing in such derivative products can be over and above the initial amounts invested to a substantial extent. 衍生產品相關證券的價格會波動，有時甚至會大幅波動。證券價格可漲可跌，甚至變得毫無價值。因此，買賣衍生產品可能不會獲利，而會虧損。尤其就若干衍生產品（如累積持貨票據）而言，根據市況，投資者/客戶可能須以高於相關證券市價的價格交收相關證券而引致重大損失。與之相似，就若干衍生產品（如累積沽貨票據）而言，投資者/客戶可能須以低於相關證券市價的價格交付相關證券而引致重大損失。投資有關衍生產品所造成的損失可能遠遠高於最初投資的金額。

- (o) Liquidity risk. Structured products have limited liquidity. It may be impossible for the investor/Client to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value, to determine a fair price or assess the exposure to risk.

流通量風險。結構性產品的流通量有限。因市場無法評估產品的價值、釐訂價格或衡量風險投資者/客戶或會難以套現或以滿意價錢套現。

## 15. RISK OF TRADING FUTURES AND OPTIONS 期貨及期權交易的風險

The following risk disclosures in relation to the risks and other significant aspects of trading in futures and options are not exhaustive. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which the Client is entering and the extent of the Client's exposure to risk. Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in light of the Client's experience, objectives, financial resources and other relevant circumstances.

下列有關買賣期貨及期權的風險及其他重要事宜之風險披露並非詳盡無遺。就風險而言，客戶在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和客戶就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，客戶應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量客



戶自己是否適合參與該等買賣。

## 16. RISK FOR FUTURES AND OPTIONS TRADING 買賣期貨合約或期權的風險

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

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

### FUTURES 期貨

#### 1. Effect of "Leverage" or "Gearing" "槓桿"效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit: this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain the Client's position. If the market moves against the Client's position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's position may be liquidated at a loss and the Client will be liable for any resulting deficit.

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

#### 2. Risk-reducing orders or strategies 減低風險交易指示或投資策略

The placing of certain orders (e.g. "stop-loss" orders, or "stoplimit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

即使客戶採用某些旨在預設虧損限額的交易指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

### OPTIONS 期權

#### 3. Variable degree of risk 不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client's position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options



expire worthless, the Client will suffer a total loss of the Client's investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文「期貨」一節）。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。假如客戶擬購入極價外期權，應注意客戶可以從這類期權獲利的機會極微。出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任（參閱上文「期貨」一節）。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

## **ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS 期貨及期權的其他常見風險**

### **4. Terms and conditions of contracts 合約的條款及細則**

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

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

### **5. Suspension or restriction of trading and pricing relationships 暫停或限制交易及價格關係**

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

市場情況（例如市場流通量不足）及／或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果客戶賣出期權後遇到這種情況，客戶須承受的虧損風險可能會增加。此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂

「公平價格」。

6. Deposited cash and property 存放的現金及財產

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

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

7. Commission and other charges 佣金及其他收費

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

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

8. Transactions in other jurisdictions 在其他司法管轄區進行交易

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

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

9. Currency risks 貨幣風險

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

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

10. Trading facilities 交易設施

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

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

11. Electronic trading 電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Client

undertakes transactions on an electronic trading system, the Client 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 the Client's order is either not executed according to the Client's instructions or is not executed at all.

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

## 12. Off-exchange transactions 場外交易

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

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

## 17. RISKS INVOLVED IN CHINA CONNECT SERVICE 與中華通服務相關之風險

- 17.1 In relation to China Connect Securities, the Client understands that PRC is the home market and thus, investors in China Connect Securities should comply with and be subject to the relevant China Connect Applicable Laws and Regulations and other PRC's securities laws and regulations. Any breach thereof may result in investigation to be commenced by the relevant China Connect Market. Further, certain Hong Kong legal and regulatory requirements will also remain applicable to Northbound trading.

對於中華通證券，客戶理解中國為本國市場，因此，中華通投資者應遵守相關中華通適用法律法規和中國的其他證券法律法規，並受其管轄。違反上述法律法規可能受到相關中華通市場的調查。此外，某些香港法律法規的要求也適用於北向交易。

- 17.2 SEHK will check that with respect to any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient and available China Connect Securities to be able to fill such Northbound sell orders. Such Pre-Trade Checking will be performed prior to the start of each Trading Day (i.e. T day). In the circumstances, the Client may be prohibited from executing Northbound sell orders as a result of Pre-Trade Checking requirements prescribed by SEHK or other competent and/or regulatory authorities. In addition, the Client may also be prohibited from executing a sell order of China Connect Securities in case there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any of the Company's clearing account or if for any other reason the Company considers that there is or may be non-compliance with any China Connect Applicable Laws and Regulations.

對於任何交易所參與者發出的任何北向賣盤，聯交所將核查該交易所參與者是否持有足夠執行該北向賣盤的可用中華通證券。該交易前監控在每個交易日（即 T 日）開盤前進行。在某些情況下，客戶可能因聯交所或其他主管和/或監管機構的交易前監控要求而被禁止執行北向賣盤。此外，如果相關中華通證券出於任何原因延遲或未能轉入公司的任何結算帳戶或者公司基於任何其他原因認為不符合或可能不符合任何中華通適用法律法規，客戶也可能被禁止執行任何北向賣盤。

- 17.3 Northbound trades will follow and be subject to A Share settlement requirements. For the purpose of settlement, ChinaClear will debit or credit the securities accounts of its participants (including HKSCC as Clearing Participant) on T day free of payment. The Company may have settlement arrangements in place which are different from the ChinaClear settlement arrangements. Unless prefund settlement is agreed by the Company, settlement of funds relating to such trading will be effected on T+1 day. The Company may, in its sole and absolute discretion, decide to prefund settlement. In the event the Company agrees to prefund the settlement of China Connect Securities trades, (i) the Company shall retain the funds received from the HKSCC on T+1 day; and (ii) the Client shall reimburse the Company with respect to any 'excess' pre-funding accommodated by the Company. Despite that the transfer of the China Connect Securities precedes the transfer of cash, the title to China Connect Securities will not be released until the receipt of confirmation of payment. In relation to contract notes, the settlement date would be T+1 day when both the securities and the cash are settled or, where the purchase was pre-funded, the settlement date would be the date on which the securities are released. The Company gives no assurance that the Company will offer prefunding settlement; and if the Company decides to offer prefunding settlement, the Company shall have absolute



right to terminate such service at any time.

北向交易應符合 A 股交收要求和受其管轄。在交收時，中國結算將在 T 日把相關證券記入其參與者（包括作為結算參與者的香港結算）證券帳戶的借方或貸方（純券交收）。公司的交收安排可能與中國結算的交收安排不同。除非公司同意預先資金交收，否則該交易的資金交收將在 T+1 日完成。公司可以自主決定進行預先資金交收。如果公司同意預先進行中華通證券交易的資金交收，則：(i) 公司將在 T+1 日保留從香港結算收到的資金；以及(ii) 客戶應向公司償付後者提供的任何「超額」預先融資。儘管中華通證券的過戶在資金轉帳之前進行，中華通證券的所有權在收到付款確認書後方可轉讓。對於買賣單據，交收日為 T+1 日（如果證券和資金同時交收）或證券過戶之日（如果購買資金來自預先融資）。公司不保證提供預先資金交收，並且如果公司提供預先資金交收，公司擁有在任何時候終止該服務的絕對權利。

- 17.4 Purchases of China Connect Securities through China Connect are subject to certain quota controls including, without limitation, those as described below. In the said premises, the Company gives no assurance as to whether a buy order can be successfully placed through China Connect. There is a daily quota that limits the maximum value of all Northbound buy trades in respect of each China Connect Market that can be executed by Exchange Participant on each Trading Day (“Daily Quota”). The Daily Quota may change from time to time without prior notice and the Client is advised to navigate the HKEx website for information and other information published by the HKEx for further, additional and up-to-date information. The SEHK and the relevant China Connect Market may also set pricing and such other restrictions on buy orders to avoid the artificial use or filling of the Daily Quota. In case of a restriction, rejection or suspension of Northbound buying (which would include any order that has been accepted but not yet executed) as a result of a breach of the Daily Quota or the relevant pricing and other restrictions, the Company will be unable to carry out any buy orders, and any instruction to buy submitted but not executed will be restricted or rejected. Conversely, under the SEHK rules, investors may sell their China Connect Securities regardless of whether there is a breach of the Daily Quota.

通過中華通購買中華通證券受到某些額度控制措施的約束，包括但不限於下文所述額度控制措施。在此前提下，公司不保證任何買盤可以通過中華通成功發出。交易所參與者在每個交易日可以在每個中華通市場交易的所有北向買盤的總額受到每日額度的限制（下稱「每日額度」）。每日額度可能在不事先通知的情況下發生變更，建議客戶應經常查詢港交所網站上的資訊和港交所發佈的其他資訊，以進一步瞭解更多和最新資訊。聯交所和相關中華通市場也可能對買盤設置定價和其他限制，以避免虛假使用或佔用每日額度。如果因違反每日額度或相關定價或其他限制，導致北向買盤受到任何限制、被拒絕或暫停受理（包括任何買賣盤被接受後不予執行的情形），公司將無法執行任何買盤，並且已提交但是尚未執行的任何買入指示可能受到限制或被拒絕。相反，依照聯交所的規則，不論是否違反每日額度，投資者均可出售其持有的中華通證券。

- 17.5 As the Client is aware, day (turnaround) trading is not permitted in the China Connect Market. In the event that the Client buys China Connect Securities on T day, the Client may be able to sell the shares only on or after T+1 day. Due to Pre-Trade Checking related requirements, the Company may accept an instruction to sell China Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to the Client by the Company from time to time) on T+1 day.

客戶應注意，中華通不允許即日回轉交易。如果客戶在 T 日購買了中華通證券，客戶只能在 T+1 日或之後賣出這些證券。由於交易前監控的相關要求，公司只接受在 T+1 日的截止時間或之後（由公司不時通知客戶）賣出在 T 日購買的中華通證券的指示。

- 17.6 The Client, the Company and any Related Person shall not trade or provide services to facilitate trading of any China Connect Securities otherwise than through the China Connect Market System, and the Company shall not match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from the Client or effect any Non-trade Transfer or settlement of instructions in respect of any China Connect Securities in any manner otherwise than through China Connect in accordance with the China Connect Applicable Laws and Regulations save for those circumstances specified in the China Connect Applicable Laws and Regulations. The rules against off-exchange trading and transfer under Northbound trading may delay or disrupt reconciliation of order by the Company. The Company shall not be held liable to any loss or damage directly or indirectly suffered by the Client arising out of or in connection with therewith.

客戶、公司和任何關聯人士只能通過中華通市場系統進行任何中華通證券的交易或提供交易服務。除非中華通適用法律法規另有規定的情形，公司只依照中華通適用法律法規的規定通過中華通撮合、執行或安排客戶與任何中華通證券有關的任何買賣指示或過戶指示或者完成與任何中華通證券有關的任何非交易過戶或指示的交收。北向交易下禁止場外交易和過戶的規則可能延遲或中斷公司對買賣盤的核對。對於客戶因此直接或間接遭受或與之相關的任何損失或損害，公司不承擔責任。

- 17.7 Only limit orders with a specified price are allowed pursuant to China Connect Applicable Laws and Regulations, whereby buy orders shall be executed at or lower than the specified price and sell orders may be executed at or higher than the specified price. No market orders will be accepted.



依照中華通適用法律法規，只允許指定價格的有限買賣盤，買盤的成交價格不得高於指定價格，賣盤的成交價格不得低於指定價格。不接受任何市價盤。

- 17.8 China Connect Securities are subject to a general price limit of a  $\pm 10\%$  based on the previous Trading Day's closing price. In addition, China Connect Securities which are on the risk alert board are subject a  $\pm 5\%$  price limit based on the previous Trading Day's closing price. The price limit may be changed from time to time. All orders in relation to China Connect Securities shall be within the price limit. Any orders with a price beyond the price limit will be declined by the relevant China Connect Market.

中華通證券通常的漲跌幅限制為上個交易日收盤價的 $\pm 10\%$ ，在風險警示板交易的中華通證券的漲跌幅限制為上個交易日收盤價的 $\pm 5\%$ 。該漲跌幅限制可能不時變更。與中華通證券有關的所有買賣盤都必須在漲跌幅限制範圍內。價格超出漲跌幅限制的任何買賣盤將被相關中華通市場拒絕。

- 17.9 Under the SSE Rules and the SZSE Rules, if any company listed on a China Connect Market (other than a company listed on the ChiNext Board) is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing investors' interest to undue damage, such listed company will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a China Connect Securities which is eligible for China Connect trading is subsequently moved to the risk alert board, investors under China Connect will be allowed only to sell the relevant China Connect Securities and will be prohibited from further buying. For details concerning the risk alert board, please refer to the SSE Rules, SZSE Rules and any other relevant sources from time to time.

依照上交所規則和深交所規則，如果在任何中華通市場上市的任何公司（在創業板上市的公司除外）進入退市程式，或其因財務或其他原因導致經營不穩定，比如存在退市或導致投資者的利益遭受不恰當損害的風險，該上市公司將被加上標誌並轉入風險警示板交易。風險警示板可能在不事先通知的情況下發生變更。如果符合中華通交易資格的任何中華通證券之後被轉入風險警示板，中華通下的投資者只能賣出相關中華通證券，不得進一步購買該證券。有關風險警示板的詳情，請不時查詢上交所規則、深交所規則和其他相關資料來源。

- 17.10 The identity of the beneficial owner of China Connect Securities which is the subject of a sell order may be required to be disclosed to HKSCC and/or relevant PRC competent and/or regulatory authorities.

作為任何賣盤標的的中華通證券實益所有人的身份可能被要求披露給香港結算和/或中國的相關主管和/或監管機構。

- 17.11 As is consistent with the current practice in PRC, if the Client is engaged in Northbound trading and wish to amend an order, the Client must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the Daily Quota balance restrictions, the subsequent order may not be filled on the same Trading Day.

依照中國的現行規範，如果客戶進行北向交易並希望修改任何買賣盤，客戶必須首先取消原買賣盤，然後提交新的買賣盤。因此，將喪失買賣盤的優先順位，並且，鑒於每日額度的餘額限制，後續買賣盤可能無法在同一交易日執行。

- 17.12 SEHK will accept or designate securities which cease to meet the eligibility criteria for China Connect Securities as Special China Connect Securities (provided that they remain listed on the relevant China Connect Market). In addition, any securities or options (which are not "eligible for China Connect trading") received by the Client as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special China Connect Securities. The Client will only be able to sell, but not buy, any Special China Connect Securities.

聯交所將承認或指定已不再符合中華通證券資格標準的證券為特別中華通證券（前提是該證券依然在相關中華通市場上市）。此外，客戶因任何權利或權益分配、轉換、收購或其他公司行動或異常交易活動收到的任何證券或期權（如不符合中華通交易資格）也將被聯交所承認或指定為特別中華通證券。客戶只能賣出而不得購買任何特別中華通證券。

- 17.13 Under PRC laws, rules and regulations, in case that the Client holds or controls shares (on an aggregate basis, i.e. including both domestically and overseas issued shares of the same PRC Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a PRC incorporated company which is listed on a PRC stock exchange (a "PRC Listco") above a certain threshold as may be specified from time to time by the relevant China Connect Competent Authority, the Client must disclose such interest within the period specified by the relevant China Connect Competent Authority, and the Client must not buy or sell any such shares within the period specified by the relevant China Connect Competent Authority. The Client must also disclose any substantial change in his/her/its holding as required by the relevant China Connect Competent Authority. Where a PRC incorporated company has both H Shares listed on the SEHK and A Shares listed on a

China Connect Market, if the Client is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A Shares purchased through China Connect) in such PRC incorporated company, the Client is under a disclosure obligation pursuant to Part XV of the SFO. Part XV of the SFO does not apply provided that the PRC incorporated company has not listed any shares on the SEHK. It shall be the Client's responsibility to abide by any applicable disclosure of interest rules from time to time promulgated by the relevant China Connect Competent Authority and arrange for any relevant filings.

依照中國法律、法規和條例，如果客戶在任何在中國成立和在任何中國證券交易所上市的公司（下稱「中國上市公司」）持有或控制的股份（持股數量合併計算，即包括該中國上市公司在國內外發行的股份，不論通過北向交易、QFII/RQFII 機制或其他投資管道持有該等股份）超出相關中華通主管部門不時規定的閾值，客戶必須在相關中華通主管部門規定的期間內披露該權益，並且不得在相關中華通主管部門規定的期間內買賣任何該等股份。客戶還必須依照相關中華通主管部門的要求，披露其持股情況發生的任何重要變更。如果在中國成立的任何公司同時在聯交所上市發行 H 股和在任何中華通市場上市發行 A 股，當客戶在該中國公司持有的任何類別的有表決權股份超出不時規定的特定閾值時，客戶需要依照《證券及期貨條例》第十五部分的規定履行披露義務。但是，如果該中國公司未在聯交所上市任何股份，則不適用《證券及期貨條例》第十五部分的規定。客戶有責任遵守相關中華通主管部門不時頒佈的任何適用的披露權益規則，並安排進行任何相關的申報。

- 17.14 In accordance with PRC laws, rules and regulations, the “short swing profit rule” requires the Client to give up/return any profits made from purchases and sales in respect of China Connect Securities of a particular PRC Listco if (i) his/her/its shareholding in that PRC Listco exceeds the threshold prescribed by the relevant China Connect Competent Authority from time to time and (ii) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. The Client (and the Client alone) must comply with the “short swing profit rule”.

依照中國法律、法規和條例，「短線交易獲利規則」要求客戶上繳/退還其在下列情形中通過買賣特定中國上市公司的中華通證券獲得的任何盈利：(i)客戶在該中國上市公司持有的股份超出相關中華通主管部門不時規定的閾值；以及(ii)相關賣出交易發生在買入交易後的六個月內或者反之。客戶必須自行負責遵守「短線交易獲利規則」。

- 17.15 Under PRC laws, rules and regulations, there is a limit as to how many shares a single foreign investor is permitted to hold in a single PRC Listco, and also a limit as to the maximum combined holdings of A Shares of all foreign investors in a single PRC Listco. Such foreign ownership limits may be applied on an aggregate basis (i.e. across both domestically and overseas issued shares of the same issuer, whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels). It is incumbent on the investor to adhere to all foreign ownership limits from time to time imposed by China Connect Applicable Laws and Regulations. Such legal and regulatory restrictions or limitations may have an adverse impact on the liquidity and performance of an investment in China Connect Securities triggered by factors such as limitations on fund repatriation, dealing restrictions, adverse tax treatments, higher commission costs, regulatory reporting requirements and reliance on services of local custodians and service providers. As a result, the Client may suffer losses through his/her/its trading or investment in China Connect Securities. In the case that the Company becomes aware that the Client has breached (or reasonably believes that the Client may breach upon execution of further Northbound buy orders) any foreign ownership limits, or in case the Company is so required by any China Connect Competent Authority, including, without limitation, as a result of any Forced-sale Notice (as defined hereinafter) issued by a China Connect Market, the Company will sell any China Connect Securities pursuant to Clause 7 of Section VII hereof if the Client fails to comply with the corresponding Forced-sale Notice in order to ensure compliance with all China Connect Applicable Laws and Regulations. In such case, no buy orders for the relevant China Connect Securities will be accepted until the relevant China Connect Market informs its corresponding SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may, in its sole and absolute discretion, determine which Exchange Participant and what quantity of China Connect Securities should be subject to a Forced-sale Notice (this is likely to be on a “last-in, first out” basis), and SEHK's (or the relevant SEHK Subsidiary's) own records shall be final and conclusive. Further, pursuant to PRC laws, rules and regulations, where the aggregate holdings of foreign investors exceed a specified percentage (the “**Cautionary Level**”) of the issued shares of a single PRC Listco, upon notification by the relevant China Connect Market to its corresponding SEHK Subsidiary, SEHK and the relevant SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting buy orders in respect of the relevant China Connect Securities. In such circumstances, the Company may reject the Client's buy orders until the aggregate shareholding of foreign investors has fallen below the specified percentage (the “**Permitted Level**”) as advised by the relevant China Connect Market. The single foreign investor limit is set at 10% of the shares of a PRC Listco and the aggregate foreign investor limit of A Share holdings is set at 30% of the shares of a PRC Listco (while the Cautionary Level and the Permitted Level are set at 28% and 26% respectively of the shares of a PRC Listco). Such limits are subject to change from time to time and the Company shall not be under any obligation to inform the Client of any such changes to foreign ownership limits.

依照中國法律、法規和條例，單個境外投資者被允許在單個中國上市公司持有的股份數量受到限制，並且所有境外投資者在單個中國上市公司合計持有的最高 A 股數量也受到限制。該外資所有權限制可能按合計數量適用（即包括同一發行人在國內外發行的股份，不論通過北向交易、QFII/RQFII 機制或其他投資管道持有該等股份）。客戶有義務遵守中華通適用法律法規不時規定的所有外資所有權限制。該等法律法規規定的限制或限額，加上對於將資金匯回國內的限制、交易限制、不利稅收處理、較高的佣金費用、監管報告要求、對當地託管機構和服務商的依賴等因素，可能對中華通證券投資的流動性和業績造成不利影響。客戶可能因此在中華通證券的交易或投資中遭受損失。如果公司獲悉客戶違反了（或者有合理理由相信，如果執行進一步的北向買盤，客戶可能會違反）任何外資所有權限制，或者公司收到任何中華通主管部門的相關要求，包括但不限於收到任何中華通市場發出的任何強制出售通知（定義見下文），並且客戶未遵守相關強制出售通知的要求，則公司將依照第七節第 7 條的規定出售任何中華通證券，以確保符合所有中華通適用法律法規的規定。在此情況下，將不接受相關中華通證券的任何買盤，直至相關中華通市場告知相關聯交所子公司或聯交所境外投資者的合計持股比例已降至規定比例之下。聯交所可以自主決定針對哪些交易所參與者及其持有的多少中華通證券發出強制出售通知（可能根據「後進先出」原則確定），並將聯交所（或相關聯交所子公司）的自身記錄作為終局性和結論性的認定依據。此外，依照中國法律、法規和條例，如果境外投資者在單個中國上市公司合計持有的已發行股份比例超出規定比例（下稱「警戒比例」），經相關中華通市場向相關聯交所子公司發出通知，聯交所和相關聯交所子公司被要求儘快暫停接受與相關中華通證券有關的買盤。在此情況下，公司可以拒絕接受客戶的買盤，直至相關中華通市場告知境外投資者的合計持股比例已降至規定比例（下稱「允許比例」）之下。單個境外投資者在單個中國上市公司的持股比例上限為 10%，境外投資者在單個中國上市公司合計持有的 A 股比例上限為 30%（警戒比例和允許比例分別為單個中國上市公司股份總數的 28% 和 26%）。上述限制可能不時變更，公司沒有義務將外資所有權限制的任何變更通知客戶。

- 17.16 Prior to the Client's trade in China Connect Securities, the Company strongly urges the Client to consult his/her/its own tax advisers and counsel with respect to the possible Hong Kong and/or PRC tax consequences to the Client of such investment since such tax consequences may differ in respect of different investors. The Client will be fully responsible for any Taxes in respect of China Connect Securities including, without limitation, any capital gains tax or other PRC taxes, and will indemnify the Company and any Related Person from and against all Hong Kong and/or PRC Taxes incurred by the Company or Related Person arising in connection with any China Connect Securities which the Client holds, trades or otherwise disposes of. The Company shall not be responsible for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect and not be providing any service or assistance in this regard.

公司強烈建議客戶在進行中華通證券交易之前，就客戶因該投資可能需要在香港和/或中國承擔的納稅責任自行諮詢稅務顧問和法律顧問的意見，因為不同的投資者需要承擔的納稅責任可能並不相同。客戶應自行承擔與中華通證券有關的任何稅款，包括但不限於任何資本利得稅或其他中國稅收，並應賠償公司和任何關係人因客戶持有、交易或以其他方式處置任何中華通證券而發生的所有香港和/或中國稅款。公司沒有責任就與中華通有關的任何稅務問題、納稅責任和/或義務提供任何意見、處理任何該等問題或提供與之相關的任何服務或協助。

- 17.17 Northbound trading through the China Connect will be subject to PRC laws, rules and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The extent of these restrictions may not be the same as equivalent requirements under Hong Kong law. In particular, defences applicable under Hong Kong market misconduct rules may not be applicable under PRC laws rules and regulations. If the Client is unfamiliar with PRC market conduct requirements and restrictions, the Client should seek specialist advice before engaging in trading through the China Connect. The Client confirms that the Client is not in possession of inside information when trading China Connect Securities or procuring others to do so.

通過中華通進行的北向交易需要遵守中國有關禁止構成操縱市場、內幕交易和相關違法行為的活動的法律、法規和條例。該等限制的範圍可能與香港法律的類似要求不同。尤其是，香港市場不當行為規則項下適用的抗辯在中國的法律、法規和條例項下可能並不適用。如果客戶不瞭解中國的市場行為要求和限制，在通過中華通進行交易之前應諮詢專業人員的意見。客戶確認，在進行或促使他人進行中華通證券之時，不掌握任何內幕消息。

- 17.18 The Client Securities Rules prescribe how client assets are to be dealt with by all intermediaries and their associated entities. However, given that the China Connect Securities traded through China Connect are not listed or traded on the SEHK, the Client Securities Rules will not apply unless otherwise specified by the SFC or any other relevant China Connect Competent Authority.

《客戶證券規則》對所有中介及其關聯機構如何處理客戶資產作出了規定。但是，由於通過中華通交易的中華通證券並不在聯交所上市或交易，除非《證券及期貨條例》或任何其他相關中華通主管部門另有規定，《客戶證券規則》不適用於中華通證券。

- 17.19 No protections under the Investor Compensation Fund established under the SFO is extended to include trading in



China Connect Securities. If the Client trades in China Connect Securities, unlike the trading of SEHK-listed securities, the Client will not be covered by the Investor Compensation Fund in respect of any loss the Client may sustain by reason of a default by SFC licensed or registered persons.

《證券及期貨條例》項下設立的投資者賠償基金提供的保護範圍並不涵蓋中華通證券的交易。如果客戶進行中華通證券交易，與聯交所上市證券的交易不同，客戶因《證券及期貨條例》項下的持牌或註冊人士的違約行為遭受的損失無法獲得投資者賠償基金的賠償。

- 17.20 Hong Kong law recognises the proprietary interest of investors in securities held for them by their broker or custodian in CCASS. Such recognition should apply equally to China Connect Securities held for Hong Kong and overseas investors by the Clearing Participant through HKSCC. In addition, in PRC (where China Connect Securities are registered in a securities account opened with ChinaClear in the name of HKSCC), it is expressly provided in the CSRC China Connect Rules that HKSCC acts as the nominee holder and the Hong Kong and overseas investors are the beneficial owners of the China Connect Securities. The Client is required to conduct his/her/its own review of the materials published by HKEx on China Connect in relation to the ownership of China Connect Securities and the applicable China Connect Rules as they may be amended and supplemented from time to time. The Client should also seek professional advice from his/her/its own legal advisers or other professional adviser to make his/her/its own assessment of his/her/its rights as a Northbound investor in China Connect Securities. Under the rules of CCASS, HKSCC is prepared to provide assistance to the beneficial owners of China Connect Securities, if necessary. HKEx advises that any beneficial owner who decides to take legal action is responsible for seeking its own independent legal advice to satisfy itself and HKSCC that a cause of action exists and the beneficial owner should be prepared to conduct the action and take up all costs in relation to the action, including providing HKSCC with indemnities and legal representation in proceedings. Further details are set out in the HKEx published materials.

香港法律承認投資者對於由經紀人或託管人為其在中央結算系統所持有證券的所有者權益。該承認同樣適用於結算參與者通過香港結算為香港和境外投資者持有的中華通證券。此外，在中國（如果中華通證券登記在以香港結算的名義在中國結算開立的任何證券帳戶中），中國證監會中華通規則明確規定，香港結算以名義持有人身份行事，香港和境外投資者為該等中華通證券的實益所有人。客戶應自行查閱港交所發佈的、有關中華通下中華通證券所有權的材料和不時經修訂和補充的適用中華通規則。客戶還應自行諮詢法律顧問或其他專業顧問的專業意見，以便自行評估其作為中華通證券北向投資者的權利。依照中央結算系統的規定，香港結算隨時準備向中華通證券的實益所有人提供必要的幫助。港交所建議決定採取法律行動的任何實益所有人應自行諮詢獨立法律顧問的意見，以便使其本人和香港結算確信存在訴訟理由，並且該實益所有人應做好訴訟準備和承擔與訴訟有關的所有費用，包括向香港結算提供賠償和訴訟的法律代理。詳情見港交所發佈的相關材料。

- 17.21 ChinaClear has a risk management framework and measures in place that are approved and under supervision by the CSRC. If ChinaClear (as the host central counterparty) defaults, HKSCC has stated that it may (but shall have no obligation to) take any legal action or court proceeding to seek recovery of the outstanding China Connect Securities and monies from ChinaClear through available legal channels and through ChinaClear's liquidation process, if applicable. As ChinaClear does not contribute to the HKSCC guarantee fund, HKSCC will not use the HKSCC guarantee fund to cover any residual loss as a result of closing out any of ChinaClear's positions. HKSCC will in turn distribute the China Connect Securities and/or monies recovered to Clearing Participants on a pro-rata basis as prescribed by the relevant China Connect Competent Authority. The Company in turn will distribute China Connect Securities and/or monies to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by ChinaClear is considered to be remote, the Client should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

中國結算制定了經中國證監會批准和監督的風險管理機制和措施。如果中國結算（作為主場中央交易對手）違約，香港結算聲明其可能（但是沒有義務）採取任何法律行動或提出訴訟，以便通過可利用的法律途徑和中國結算的清算程式（如適用）向中國結算追償未交收的中華通證券和資金。由於中國結算並未向中央結算的保證基金出資，香港結算不能使用保證基金賠償因中國結算持有的任何倉位被平倉導致的任何剩餘損失。香港結算將依照相關中華通主管部門的規定，將其追償回的中華通證券和/或資金按比例分配給結算參與者。公司隨後將分配其直接或間接從香港結算追償回的中華通證券和/或資金。儘管中國結算違約的可能性被認為很小，客戶在進行北向交易之前，應知悉該安排和該潛在風險。

- 17.22 The Company's provision of services pursuant to these Terms and Conditions also depends upon the performance by HKSCC of its obligations. Any action or inaction on the part of the HKSCC or a failure or delay on the part of the HKSCC in the performance of its obligations may result in a failure of settlement of China Connect Securities and/or monies in connection with them and the Client may suffer losses as a result. Neither the Company nor any Related Person shall have any responsibility or liability for any such losses.

公司依照本章則及條款提供的服務還取決於香港結算是否履行義務。香港結算的任何作為或不作為或者未履行或延遲履行義務可能導致未能完成與之相關的中華通證券和/或資金的交收，因而導致客戶遭受損失。公司或任何關係人均無需為任何該等損失承擔任何賠償責任或其他責任。



- 17.23 China Connect Securities are traded in scriptless form and accordingly, China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

中華通證券交易採用無紙化交易形式，因此，中華通證券不會實際存入中央結算系統和/或從中央結算系統提取。

- 17.24 Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE website and/or SZSE website (as the case may be) and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its Clearing Participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE website and/or the SZSE website (as the case may be) and the officially appointed newspapers and website (such as Shanghai Securities News (上海證券報), Securities Times (證券時報), China Securities Journal (中國證券報), Securities Daily (證券日報) and [www.cninfo.com.cn](http://www.cninfo.com.cn) (巨潮資訊網)) or, alternatively, the HKEx website's China Stock Markets web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous trading day. Investors should note that (i) issuers that are listed on the China Connect Market publish corporate documents in Simplified Chinese only, and English translations will not be available and (ii) issuers listed on the ChiNext Board are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only. In addition, HKSCC will endeavour to collect and distribute cash dividends relating to China Connect Securities to Clearing Participants in a timely manner. Upon receipt of the dividend amount, HKSCC will to the extent practicable arrange to distribute to relevant Clearing Participants on the same day. Unlike the current practice in Hong Kong in respect of SEHK-listed shares, investors engaged in Northbound trading may not be able to attend shareholder meetings by proxy or in person. No assurance as to the accuracy, reliability or timeliness of any company announcements of corporate actions is given and neither the Company nor any Related Person accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon.

與中華通證券有關的任何公司行動應由相關發行人通過上交所網站和/或深交所網站（視具體情況而定）以及某些指定報紙公佈。香港結算還將在公告日之後儘快在中央結算系統登記與中華通證券有關的所有公司行動以及通過中央結算系統終端將相關資訊通知其結算參與者。進行北向交易的投資者可以查詢上交所網站和/或深交所網站（視屬何情況而定）以及官方指定報紙和網站（比如上海證券報、證券時報、中國證券報、證券日報以及巨潮資訊網（[www.cninfo.com.cn](http://www.cninfo.com.cn)）或港交所網站上的中華通市場網頁（或其他替代或承繼網頁），瞭解上個交易日公佈的、與中華通證券有關的公司行動。投資者應注意：(i)在中華通市場上市的發行人只公佈簡體中文版的公司文件，不提供英文翻譯；(ii)在創業板上市的發行人僅被要求在其公司網站和官方指定網站發佈特定公司公告。此外，香港結算將努力儘快收取和向結算參與者分配與中華通證券有關的現金分紅。收到分紅款項後，香港結算將在可行的情況下，儘量在當日分配給相關結算參與者。與香港目前與聯交所上市證券有關的做法不同，進行北向交易的投資者可能無法親自或委託代理人參加股東會議。無法保證有關公司行動的任何公司公告的準確性、可靠性或及時性，並且公司或任何關係人對於因任何該等公告的任何錯誤、不準確、延遲、遺漏或因依賴任何該等公告而採取的任何行動所引起的任何損失或損害均不承擔責任（不論該等責任基於侵權、合同或其他原因引起）。

- 17.25 If the Client acts as a fund manager for more than one fund or an asset manager on behalf of more than one client and the Client pre-allocates China Connect orders across such funds or clients which the Client manages, the Company may offer Average Pricing for such orders notwithstanding such orders may be executed at different times during the same Trading Day. Where Average Pricing applies, each fund or client will be allocated China Connect Securities (or their proceeds) at the same averaged price, which may be higher or lower than the price which such fund or client would have paid or received had the orders been processed individually and in the order submitted directly or indirectly to the Company. Neither the Company nor any Related Person will be responsible for any such differences in pricing or any loss or risk arising from the application of Average Pricing.

如果客戶以多隻基金的基金管理人或代表多名委託人的資金管理人身份行事並且客戶預先將中華通買賣盤分配給其管理的該等基金或委託人，公司可以為該等買賣盤提供平均定價，即使該等買賣盤在同一交易日的不同時間成交。在適用平均定價的情況下，將按相同的平均價格將中華通證券（或出售所得）分配給每隻基金或每名委託人，該價格可能高於或低於該基金或委託人在其買賣盤按照直接或間接提交公司的順序單獨處理的情況下本應支付或獲得的價格。公司或任何關係人均無需為任何該等定價差異或因適用平均定價引起的任何損失或風險承擔責任。

- 17.26 SEHK may require the Company to provide information on his/her/its profile, and the type and value of his/her/its orders in relation to Northbound trading of China Connect Securities and the trades which the Company executed for the Client at such intervals and in such form as SEHK may specify from time to time for purposes of the publication, dissemination or public distribution of aggregated information in respect of China Connect Securities trades under China Connect, trading volumes, investor profiles and other related data. SEHK may forward such

information to the relevant China Connect Market for surveillance and investigation purposes.

聯交所可能要求公司按照聯交所不時規定的間隔期和採用聯交所不時規定的格式，提供有關客戶的基本資料、與中華通證券北向交易有關的買賣盤的類型以及公司為客戶執行的交易的資訊，以公佈、傳達或公開發佈與中華通下的中華通證券交易、交易量、投資者情況和其他相關資料有關的統計信息。聯交所可能將該等資訊轉交相關中華通市場，以進行監督和調查。

- 17.27 SEHK or the relevant SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever the SEHK, determine that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order routing and related supporting services with regard to all or any Northbound trading of China Connect Securities, and for such duration and frequency as SEHK may consider appropriate. The Client will not be able to buy or sell China Connect Securities on SEHK through China Connect during any period in which trading of China Connect Securities is suspended. In particular, the Client should note that while trading of China Connect Securities is suspended by the SEHK, trading of such China Connect Securities may continue on the relevant China Connect Market. The Client may remain exposed to fluctuations in the price of China Connect Securities caused by trading on the relevant China Connect Market during the period when trading of such China Connect Securities is suspended by SEHK. SEHK has absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without prior notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency situations or otherwise. Moreover, SEHK or the relevant SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the China Connect Northbound trading service permanently. Such suspension, restriction or cessation will affect the Company's ability to accept and process the Client's orders and the Client is advised to refer to the HKEx website and other information published by the HKEx for up-to-date information. There can be no assurance that the Client's orders will be accepted or processed, notwithstanding that China Connect Securities may be traded through other channels including, without limitation, by PRC investors on the relevant China Connect Market. In addition, SEHK rules state that where any H Shares with corresponding A Shares eligible as China Connect Securities are suspended from trading on SEHK, but the corresponding A Shares are not suspended from trading on the relevant China Connect Market, the service for routing the China Connect sell orders and China Connect buy orders for such A Shares to the relevant China Connect Market for execution will normally remain available. However, SEHK may, in its discretion, restrict or suspend such service without prior notice and the Client's ability to place sell orders and buy orders may be affected. The China Connect Market System is a platform for trading of China Connect Securities under China Connect. The Company provides trading services based on the China Connect Market System which is operated by the relevant China Connect Market. The Company is not responsible for any delay or failure caused by any China Connect Market System and the Client accepts all risks arising from trading China Connect Securities through any China Connect Market System. Neither the Company nor any Related Person shall be responsible or held liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with the China Connect Service or the CSC through Northbound trading including, without limitation, the following:

聯交所或相關聯交所子公司（在與聯交所協商後）可能在聯交所規則規定的某些情況下和/或聯交所認為對於保護投資者合適和有利於維護公平和有序市場的情況下，在聯交所認為合適的期間和按其認為合適的頻次，臨時中止或限制與全部或任何中華通證券的北向交易有關的全部或部分買賣盤傳遞和相關支援服務。在中華通證券交易暫停的任何期間，客戶將無法通過中華通在聯交所買賣中華通證券。尤其是，客戶應注意，在聯交所的中華通證券交易暫停期間，該等中華通證券可能在相關中華通市場繼續交易。因此，在聯交所的中華通證券交易暫停期間，客戶可能依然面臨中華通證券在相關中華通市場交易引起的價格波動風險。聯交所有權在任何時候和未事先通知的情況下，因運營需要、惡劣天氣、緊急情況或其他原因自主決定變更中華通服務的運作時間和安排（不論是否屬於臨時性質）。此外，聯交所或相關聯交所子公司（經聯交所同意）可以永久性停止提供中華通北向交易服務。該等暫停、限制或停止可能影響公司接受和處理客戶買賣盤的能力。因此，公司建議客戶查詢港交所網站和港交所公佈的其他資訊，以瞭解最新資訊。無法保證接受和處理客戶的買賣盤，即使可以通過其他管道交易中中華通證券，包括但不限於中國投資者在相關中華通市場上進行的交易。此外，聯交所的規則規定，對於有對應 A 股且該 A 股符合中華通證券資格的任何 H 股，如該 H 股在聯交所停牌，通常依然提供向相關中華通市場傳遞該 A 股的中華通賣盤和中華通買盤的服務。但是，聯交所可以自主決定在未事先通知的情況下限制或暫停該服務，在此情況下，客戶發出買賣盤的能力將受到影響。中華通市場系統是用於交易中中華通下中華通證券的平臺。公司基於由相關中華通市場運營的中華通市場系統提供交易服務。公司無需為任何中華通市場系統導致的任何延遲或中斷承擔責任，客戶應自行承擔因通過任何中華通市場系統交易中中華通證券引起的所有風險。公司或任何關係人均無需為客戶在北向交易中因中華通服務或中華證券通系統（包括但不限於因下列原因）引起或與之相關而直接或間接遭受的任何損失或損害承擔任何賠償或其他責任：

- (a) a suspension, restriction or cessation of the China Connect Service or the CSC, or any inability to access or use the CSC or the China Connect Service;  
中華通服務或中華證券通系統的任何暫停、限制、停止或者無法登錄或使用；

- (b) any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency or contingencies, including but not limited to the cancellation of any or all China Connect orders input by Exchange Participant;  
為處理任何緊急情況或者或有事項而作出的任何特別安排、採取或未採取的任何行動、步驟或措施，包括但不限於取消交易所參與者發出的任何或所有中華通買賣盤；
- (c) any suspension, delay, interruption or cessation of trading of any China Connect Securities on the relevant China Connect Market;  
相關中華通市場上任何中華通證券交易的任何暫停、延遲、中斷或買賣盤的取消；
- (d) any delay, suspension, interruption or order cancellation of any China Connect Securities as a result of the hoisting of a Typhoon Signal No. 8 or above or the issuance of the Black Rainstorm Warning in Hong Kong;  
因香港發出八號或以上級別的颱風信號或黑色暴雨警告，導致任何中華通證券交易的任何暫停、延遲、中斷或買賣盤的取消；
- (e) any delay or failure to route any China Connect orders or any delay or failure to send any order cancellation requests or to provide the China Connect Service due to any system, communication or connection failure, power outage, software or hardware malfunction or other events beyond the control of SEHK, the Company or a Related Person;  
因任何系統、通信或連接中斷、停電、軟件或硬體故障或聯交所、公司或任何關係人無法控制的任何其他事件，導致延遲或未能傳遞任何中華通買賣盤、發送任何取消買賣盤申請或提供中華通服務；
- (f) any China Connect order which the Company has requested to be cancelled not being cancelled for any reason whatsoever;  
公司申請取消的任何中華通買賣盤因任何原因未能取消；
- (g) in the event that SEHK or any China Connect Market requires the Company to reject any order for China Connect Service;  
聯交所或任何中華通市場要求公司拒絕中華通服務的任何委託盤；
- (h) any delay, failure or error of any China Connect Market System or any system upon which the Company, the relevant SEHK Subsidiary or a Related Person is reliant in providing the China Connect Service; and  
任何中華通市場系統或公司、相關聯交所子公司或任何關係人據以提供中華通服務的任何其他系統發生的任何延遲、中斷或錯誤；及
- (i) any delay or failure to execute, or any error in matching or executing, any China Connect order due to reasons beyond the control of SEHK, HKEx, the relevant SEHK Subsidiary, the Company or any Related Person, including but not limited to any action or decision taken or made, or not taken or made, by any China Connect Competent Authority or any other relevant governmental or regulatory body. If there is any delay or failure to send any order cancellation requests in any circumstance described in paragraph (e) above, the Client shall, in the event such order is matched and executed, remain responsible for fulfilling any settlement obligations in respect of such transaction. The Client acknowledges that HKEx, SEHK, SEHK Subsidiaries, SSE, SZSE, the subsidiaries of any China Connect Market and their respective directors, employees and agents are not responsible or be held liable for any such losses.  
因聯交所、港交所、相關聯交所子公司、公司或任何關係人無法控制的任何原因，包括但不限於任何中華通主管部門或任何其他相關政府或監管機構採取或未採取的任何行動或者作出或未作出的任何決定，導致延遲或未能執行任何中華通買賣盤或在任何中華通買賣盤的撮合或執行中發生任何錯誤。因以上(e)款所述任何情形導致延遲或未能發送任何買賣盤取消申請的，如果相關買賣盤已經撮合和成交，客戶依然有責任履行與該交易有關的交收義務。客戶承認，港交所、聯交所、聯交所子公司、上交所、深交所、任何中華通市場的子公司以及上述機構的任何董事、員工和代理人均無需為任何該等損失承擔任何賠償或其他責任。

17.28 SEHK has sole and absolute discretion to determine from time to time the operational hours of the China Connect Service, and will have sole and absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without prior notice (whether temporarily or otherwise). The Company shall not be under any obligation to inform the Client of any such determinations by the SEHK as to the operational hours of the China Connect Service. Where, for example, there is any price sensitive information relating to a PRC Listco during a time when China Connect Service is not in operation, China Connect Securities issued by or in respect of the PRC Listco may continue to trade on the relevant China Connect Market and the price of such China Connect Securities may move significantly. In such case, Northbound investors will not be able to trade in such securities until the next available Trading Day under China Connect.

聯交所有權不時自主決定中華通服務的運作時間，並且有權在任何時候和未事先通知的情況下，自主決定



變更中華通服務的運作時間和安排（不論是否屬於臨時性質）。公司沒有義務將聯交所與中華通服務的運作時間有關的任何該等決定通知客戶。如果在中華通服務的非運作時間出現與任何中國上市公司有關的任何價格敏感資訊，該中國上市公司發行或與其相關的中華通證券可能繼續在相關中華通市場上交易，其價格可能大幅上漲或下跌。在此情況下，北向投資者只能在中華通的下個交易日才能進行該證券的交易。

**17.29 Where the Client receives any form of entitlement security from the issuer of a China Connect Securities, if such entitlement securities:**

客戶如收到任何中華通證券的發行人分配的任何形式的權益證券，如果該權益證券：

- (a) is a China Connect Securities, the Client will be permitted to buy and sell the entitlement security through China Connect;  
為中華通證券，客戶可以通過中華通買賣該權益證券；
- (b) is not a China Connect Securities but is a RMB denominated securities listed on a China Connect Market, the Client may be allowed to sell the entitlement security through China Connect but will not be permitted to buy such entitlement securities;  
並非中華通證券，而是在中華通市場上市的人民幣計價證券，客戶可以通過中華通出售該權益證券，但是不得購買該權益證券；
- (c) is a securities listed on a China Connect Market but is not traded in RMB, the Client will not be allowed to buy or sell the entitlement securities through China Connect; and  
為在中華通市場上市的證券但是並非以人民幣交易，客戶不得通過中華通買賣該權益證券；及
- (d) is not listed on a China Connect Market, the Client will not be allowed to buy or sell the entitlement securities on China Connect unless and until appropriate arrangements (if any) have been provided by HKSCC. It is possible that no such alternative arrangements will be provided.  
不在中華通市場上市，除非香港結算已提供合適安排（如有），客戶不得通過中華通買賣該權益證券。有可能並不提供任何該等替代安排。

**17.30 Odd lot trading in China Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on China Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.**

只允許中華通證券的碎股賣盤交易，並且所有碎股必須通過單個買賣盤賣出。整手買賣盤可以與不同的碎股賣盤撮合，因而形成碎股交易。整手和碎股買賣盤在中華通的相同平臺上和按相同價格撮合。一個買賣盤最多包含 100 萬份股份，價格變動下限通常為 0.01 人民幣。

**17.31 Covered short selling of China Connect Securities may become available provided such covered short selling satisfies the requirements specified by the relevant China Connect Competent Authority, including that short selling orders are only in respect of China Connect Securities designated as eligible for short selling, are appropriately flagged as such and that they are subject to an uptick rule. Naked short selling of China Connect Securities is prohibited. The China Connect Competent Authority may also suspend the ability to engage in short selling of any China Connect Securities if the volume of short selling activity exceeds thresholds prescribed by the relevant China Connect Market. The Client will be fully responsible for understanding and complying with short selling requirements as in effect from time to time and for any consequences of non-compliance.**

中華通證券的備兌賣空必須符合相關中華通主管部門的要求方可進行，包括賣空盤僅涉及被指定為符合賣空資格的中華通證券、合適標注並符合限價賣空規則。禁止進行中華通證券的裸賣空交易。當賣空交易量超出相關中華通市場規定的閾值時，中華通主管部門可能暫停進行任何中華通證券賣空交易的資格。客戶應自行負責瞭解和遵守不時有效的賣空要求，並瞭解不遵守規定的任何後果。

**17.32 Any conversion of any currency into RMB pursuant to Clause 6 of Part X of these Terms and Conditions may be subject to conversion limits. Settlement of a Northbound buy order may be delayed and/or fail if there is a delay in converting the relevant currency into RMB. Any risk, loss or cost arising out of or in connection with any such delay or failure of settlement shall be borne by the Client.**

在依照本章則及條款第十部份第 6 條的規定將任何貨幣兌換為人民幣時，可能受到兌換額度的限制。如果在將相關貨幣兌換為人民幣時發生延遲，可能導致北向買盤交收的延遲。客戶應自行承擔因任何該等交收的延遲或未完成交收引起或與之相關的任何風險、損失或費用。

**17.33 PRC is an emerging market carrying one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the developmental stage or a weak economy. Emerging markets investments usually result in higher risks such as**



event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk.

中國為具有以下一個或多個特徵的新興市場：一定程度的政治不穩定、相對難以預測的金融市場和經濟增長方式、依然處於發展階段的金融市場或經濟疲軟。新興市場投資通常面臨較高風險，包括事件風險、政治風險、經濟風險、信用風險、匯率風險、市場風險、流動性/資金缺口風險、監管/法律風險、交易交收、處理和結算風險以及債券持有人/股東風險等。

- 17.34 Investing in China Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. In any event, the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease in value.

中華通證券的投資回報可能高於短期和長期債券投資，但是中華通證券投資的風險也相對較高，原因是其投資業績取決於很多難以預測的因素，包括市場突然或長期下跌的可能性以及與單個公司相關的風險。任何股票投資組合均存在其持有的投資標的可能突然大幅貶值的基本風險。

- 17.35 The Client must comply with all China Connect Applicable Laws and Regulations. In addition, any change in any China Connect Applicable Laws and Regulations may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. In the worst scenario, the Client may lose a material part of his/her/its investments in China Connect Securities. In addition, any litigation or other legal actions brought before the courts in PRC will be subject to PRC laws, rules and procedures, which are not the same as those which are adopted by the courts in Hong Kong.

客戶必須遵守所有中華通適用法律法規。此外，任何中華通適用法律法規發生的任何變更可能會影響市場情緒，進而影響中華通證券的表現。很難預測任何該等變更將對中華通證券產生的影響是正面或負面的。在最壞情況下，客戶可能損失其投入中華通證券的大部分投資。此外，在中國提出的任何訴訟或其他法律行動將適用中國法律、法規和條例，這可能與香港法院採用的法律、法規和條例不同。

- 17.36 RMB is not freely convertible in Hong Kong, and is subject to foreign exchange controls and restrictions. In particular, conversion of RMB through banks in Hong Kong is subject to certain restrictions. It may be difficult for investors to convert RMB into Hong Kong dollars or other currencies or vice versa at any specific time, and conversion will be subject to conversion costs and such costs and timings for conversion may not be of his/her/its preference. Further, the value of RMB against Hong Kong dollars or other foreign currencies may be affected by a wide and various range of factors. No guarantee as to RMB will not depreciate is given by the Company. A depreciation of RMB may result in a decrease in the market value of RMB securities and the realisation price of RMB securities. Non-RMB based investors, who are trading in RMB securities, may also suffer loss in the event that they subsequently convert any RMB proceeds back to Hong Kong dollars or other base currencies. RMB is not a freely convertible currency. There are also significant restrictions on the remittance of RMB into and out of PRC. If the issuer of RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. Investors may therefore be exposed to additional foreign exchange risks and liquidity exposures. The liquidity and trading price of China Connect Securities may be adversely affected by the limited availability of RMB outside PRC and restrictions on the conversion of RMB. These factors may affect the liquidity of RMB for investors and accordingly adversely affect the market demand for China Connect Securities.

人民幣在香港不可自由兌換，受到外匯管制和限制的約束。尤其是，通過香港公司兌換人民幣受到某些限制。投資者難以在任何指定時間將人民幣兌換為港元或其他貨幣或者反之，並且還需要支付兌換費用，該等兌換的費用和時間可能並不符合投資者的意願。此外，人民幣兌港元或其他貨幣的價值可能受到多種因素的影響。公司無法保證人民幣不會貶值。人民幣的貶值將導致人民幣證券的交易價值和變現價格的下跌。進行人民幣證券交易的境外投資者在將任何人民幣收入兌換為港元或其他貨幣時可能遭受損失。人民幣並非自由兌換貨幣。將人民幣匯入或匯出中國同樣受到嚴格限制。如果人民幣證券發行人因外匯管制或其他限制無法將人民幣匯入香港或以人民幣進行分配，發行人可能以其他貨幣進行分配（包括股息和其他款項）。投資者因此將面臨額外的外匯風險和流動性風險。中華通證券的流動性和交易價格還可能受到中國境外的人民幣儲備有限和人民幣兌換限制的不利影響。該等因素可能影響投資者的人民幣流動性，進而對中華通證券的市場需求造成不利影響。

**PART XIII - DATA PRIVACY POLICY**  
**CIRCULAR RELATING TO PERSONAL DATA (PRIVACY) ORDINANCE**

**第十三部份 — 私隱政策**  
**有關個人資料 (私隱) 條例的客戶通知**

1. As a Client (the “**Client**”) of Fubon Securities (Hong Kong) Limited (the “**Company**”), it is necessary from time to time for the Client and various other individuals (including but not limited to applicants for Services, shareholders, directors, officers and managers of corporate clients, and other contractual counterparties) (collectively, “**Data Subjects**”) to supply their personal data (“**Personal Data**”), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the “**Privacy Ordinance**”) to the Company or members of the Company Group when opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services.  
作為富邦證券(香港)有限公司(下稱「公司」)之客戶(下稱「客戶」)，當申請開立或延續戶口或建立、延續或提供投資、交易或相關服務時，客戶及其他個人(包括但不限於服務申請人、企業客戶的股東、董事、要員及經理及其他訂約方)(統稱「資料當事人」)需不時向公司或公司集團成員提供有關之個人資料(下稱「個人資料」)(香港法例第486章)(下稱「《私隱條例》」)所賦予之定義)。
2. Failure to supply Personal Data may result in the Company being unable to open or continue accounts or establish, continue or provide investment, dealing or related services.  
若未能向公司提供有關資料，將會導致公司無法開立或延續戶口或建立、延續或提供投資、交易或相關服務。
3. Personal Data may also be collected in the ordinary course of continuation of the business relationship with Company Group.  
個人資料將可能在與公司的正常業務往來過程中被收集。
4. Subject to the provisions of the Privacy Ordinance, any Personal Data may be used for the following purposes:  
資料將可能用於下列用途：
  - (a) the daily operation of the Services provided to the Client;  
為提供服務給客戶之日常運作；
  - (b) conducting verification and credit check procedures for the Client, and assisting other financial institutions in conducting these procedures;  
為客戶進行核實及信貸檢查程序，及協助其他金融機構從事此類程序；
  - (c) ensuring ongoing credit worthiness of the Client;  
確保客戶之信用維持良好；
  - (d) marketing investment, dealing or related services or products;  
宣傳投資、交易或相關服務或產品；
  - (e) executing the Client’s Instructions or in connection with the business or dealings of the Company Group;  
執行客戶指示或與集團公司業務或交易有關連的目的；
  - (f) establishing and maintaining the Company’s risk management related standards;  
設立和維持公司的風險管理相關準則；
  - (g) ongoing account management, including but not limited to collection of debts and enforcement of guarantees, charges or other rights and interests;  
持續的賬目管理，包括但不限於收取欠款，強制執行擔保、抵押或其他權利和利益；

- (h) supporting any statements made in any documents in connection with the Services of the Company;  
支援公司在有關服務上作出之任何文件內之任何聲明；
- (i) assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the Services of the Company;  
協助其他有關第三者、專業人員、機構及有關監管機構確認某些公司在有關服務上之事實；
- (j) complying with any disclosure, reporting, payment, withholding of payment, filing or notification or other similar obligation pursuant to any judicial, statutory or regulatory requirement including compliance with applicable laws, regulations and guidelines, whether of Hong Kong or any other relevant jurisdiction, which the Company are bound by or any failure to comply with will result in adverse consequences (sanctions, penalties, imprisonment etc.) for the Company or Company's officers and staff (for example, compliance with anti-money laundering, counter-terrorist financing, sanctions or anti-corruption laws) ;  
依照任何司法、法定或規管要求，遵守任何披露、呈報、支付款項、預扣款項、存檔、或通知或其他類似的責任（包括依從適用的法律、規例及指引）（不論是香港或其他相關司法管轄區），而公司受其約束，或如未能遵守，會引致公司或公司的主管人員及員工遭受到不利後果（制裁、懲罰或監禁等）（例如依從打擊洗錢、恐怖分子資金籌集、制裁或反貪污法律）；
- (k) forming part of the records of the recipient of the data as to the business carried on by it; and  
組成接收資料者所經營業務的紀錄的一部份；及
- (l) any other purposes relating to or incidental to any of the above.  
與上述有關或隨附之其他用途。

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

公司會把個人資料保密，但為達至上述第 4 段所述的用途，公司可能會把有關資料提供給：

- (a) any agent or third party service provider who provides services to the Company in connection with the operation of its business;  
任何中間人，或提供與公司業務運作有關服務之第三者服務供應人；
- (b) an appropriate person under a duty of confidentiality to the Company including any Company Group which has undertaken to keep such information confidential;  
任何對公司有保密責任之適當人士，包括對公司有保密資料承諾的公司集團成員公司；
- (c) any person or institution with which the Client has or proposes to have dealings;  
任何與閣下已有或建議有交易之人士及機構；
- (d) credit reference agencies and debt collection agencies (in the event of default payment) ;  
信貸諮詢機構及（發生拖欠付款時）收數公司；
- (e) any regulatory authorities or exchanges which relate to or govern any business of the Company and any Company Group;  
任何管治或與公司及公司集團成員的業務有關的監管機構及交易所；
- (f) any assignee, transferee, delegate, successor or person to whom the account of the Client is transferred and the authorized person of the Client ; and

任何承讓人、受讓人、代表、繼承人或獲轉讓有關賬戶之人士及授權人士；及

- (g) any of the Company's actual or proposed assignee or participant or sub-participant or transferee.

任何公司之實在或建議受讓人或參與人或附屬參與人或受讓人。

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

客戶同意個人資料可轉到香港以外的任何地點（不論是用作在香港以外處理、持有或使用該等資料），並同意給向任何公司集團成員就其業務經營而提供服務的服務提供者。

7. To the extent permitted by law, the Personal Data collected by the Company from time to time may be used and disclosed in accordance with the Data Privacy Policy.

在法律許可的範圍內，客戶同意公司不時收集的個人資料可按照私隱政策的規定使用及披露。

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

根據《私隱條例》中之條文，任何人有權：

- (a) check whether the Company holds data about him/her and access to such data;

審查公司是否持有他/她的資料及查閱有關之資料；

- (b) require the Company to correct any data relating to him/her which is inaccurate;

要求公司改正有關他/她不準確之資料；

- (c) ascertain the Company's policies and practices in relation to data and be informed of the kind of personal data held by the Company; and

查悉公司對於資料之政策及實際運用及被通知公司持有何種個人資料；及

- (d) in relation to client credit, request to be informed by the Company which items of personal data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

就客戶信貸而要求獲通知哪項個人資料是例行披露予信貸諮詢機構或收數公司，以及獲提供進一步的資訊以便向有關的信貸諮詢機構或收數公司作出查閱及改正要求。

9. Please note that the Company may not be able to use the Data Subject's personal data and/or information for direct marketing purposes unless it has received the Data Subject's consent. By signing and agreeing to be bound by this Data Privacy Policy, the Data Subject is deemed to have given the Company its consent for the above uses and purposes. The Company may use the Data Subject's Data for direct marketing and promotion of existing and future Services of the Company, its affiliates, or any of its group companies which may or may not be remunerated. The Company shall cease using Data in direct marketing if so requested by the Data Subject without any charge. Any such request can be sent to the Company's staff at Unit 1002, 10/F, Hong Kong Li-Ning Building, 218 Electric Road, North Point, Hong Kong.

公司需得到資料當事人同意方可使用資料當事人個人資料及信息作直銷用途。如資料當事人表示同意受私隱政策約束，將被視為同意上述用途及目的。公司可以使用資料當事人的數據直接營銷和推廣公司、其關聯公司或其任何集團公司的現有和未來服務，而公司有可能或不可能就該等服務收取報酬。資料當事人可隨時免費要求停止使用資料作直銷。有關要求可寄發予

香港北角電氣道 218 號香港李寧大廈 10 樓 1002 室

予公司的職員。

10. In accordance with the Privacy Ordinance, the Company has the right to charge a reasonable fee for the processing of any



data access request. All requests for access of data or correction of data (when the Data Subject considers that its personal data, supplied by the Company following a data access request, are inaccurate) or for information regarding policies and practices and kinds of data held should be addressed as follows:

根據《私隱條例》規定，公司有權就處理任何查閱資料之要求收取合理費用，任何關於資料查閱或改正資料（當資料當事人認為由公司所提供有關他的資料不準確時）或關於資料政策及實際應用或資料種類之要求，應向下列人士提出：

The Data Protection Officer  
Fubon Securities (Hong Kong) Limited  
Unit 1002, 10/F, Hong Kong Li-Ning Building, 218 Electric Road, North Point, Hong Kong  
Tel: (852) 2881-4560

私隱資料主任  
富邦證券(香港)有限公司  
香港北角電氣道 218 號香港李寧大廈 10 樓 1002 室  
電話: (852) 2881-4560