

## Cash Account Agreement 現金帳戶協議

THIS AGREEMENT is made the date stated in the Customer Information Form. 本協議於《客戶資料表》中載明之日期訂立。

BETWEEN:-

協議方:

**CIS SECURITIES ASSET MANAGEMENT (the "Company") LIMITED**

**順安證券資產管理有限公司**

(下稱「本公司」)

a company incorporated in Hong Kong with its registered office at 21/F, Centre Point, 181-185 Gloucester Road, Wanchai, Hong Kong, and a licensed corporation to carry on Type 1 (i.e. Dealing in Securities), Type 2 (i.e. Dealing in Futures Contracts), Type 4 (i.e. Advising on Securities) and Type 9 (i.e. Asset Management) under the Securities and Futures Ordinance with CE No.: API164, and an Exchange Participant of The Stock Exchange of Hong Kong Limited ("SEHK"); and

是一間於香港註冊成立的公司, 其註冊地址為香港灣仔告士打道181-185號中怡大廈21樓, 亦是一間根據《證券及期貨條例》獲發牌經營第1類(就證券交易)、第2類(就期權合約交易)、第4類(就證券提供意見)及第9類(就提供資產管理)受規管活動的持牌法團(中央編號 API164)及香港聯合交易所有限公司的交易所參與者; 及

**THE CUSTOMER**

(the "Customer")

客戶

(下稱「客戶」)

whose name, address and details are set out in the Customer Information Form

其姓名、地址及詳情載於《客戶資料表》

NOW IT IS HEREBY AGREED as follows:-

協議雙方茲此協議如下:

**INTERPRETATION**

**釋義**

1. In this Agreement the following expressions shall have the following meanings except where the context otherwise requires:-

1. 除非文意另有所指, 在本協議內, 下列表述的含義如下:

**"Account"** means any one or more cash securities accounts now or hereafter opened in the name of the Customer with the Company in connection with this Agreement.

**「帳戶」** 指任何一個或多個現在或此後以客戶名義與本公司就本協議開設的現金證券帳戶

**"Agreement"** means this agreement, and the various Schedules attached hereto, and other written agreement between the Company and the Customer regarding the opening, maintenance and operation of the Account, including (but not limited to) the Customer Information Form as originally executed or thereafter may from time to time be amended or supplemented;

**「本協議」** 指本協議以及隨附的各類附表及客戶與本公司就關於開立、維持及運作帳戶所訂立的其他書面協議, 包括(但不限於)《客戶資料表》的原件或雙方自簽立該資料表後不時對其進行修訂或補充的修訂本;

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

**「聯營公司」** 就本公司而言, 指本公司位於香港或其他地方的附屬公司或關聯公司的法人團體;

**"Authorised Person"** means, in relation to a corporate Customer, the person(s) initially so named in the Customer Information Form or such other person(s) as the Customer may thereafter from time to time so nominated by written nomination to the Company and, in the case of an individual Customer, the person(s) who hold valid power of attorney from the Customer and is/are initially so named in the Customer Information Form or is/are thereafter nominated by written nomination of the Customer to the Company;

**「獲授權人士」** 倘為法團客戶, 則指《客戶資料表》中最初獲如此命名之一名(或多名)人士或客戶在該資料表屆滿後不時以任命書形式向本公司指定的其他人士, 倘為個人客戶, 則指持有客戶有效授權書及在《客戶資料表》中最初獲如此命名或客戶在該資料表屆滿後以任命書形式向本公司指定的一名(或多名)人士;



<b>“Banking Ordinance”</b>	means the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) as amended from time to time;	<b>「《銀行業條例》」</b>	指不時修訂的《銀行業條例》(香港法例第 155 章);
<b>“Business Day”</b>	means any day on which the Exchange opens for trading other than Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business days;	<b>「營業日」</b>	指交易所公開營業的任何一天(星期六、星期日、公眾假日及交易所指定為非營業日的任何其他日子除外);
<b>“Cash Account Agreement”</b>	means this agreement, excluding the Schedules attached hereto;	<b>「現金帳戶協議」</b>	指本協議, 隨附的附表除外;
<b>“Clearing House”</b>	means the HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange;	<b>「結算所」</b>	就香港聯交所而言, 指香港中央結算所; 就任何其他外地證券交易所而言, 指向該外地證券交易所提供類似香港中央結算所服務的結算所;
<b>“Client Money Rules”</b>	means the Securities and Futures (Client Money) Rules made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;	<b>「客戶款項規則」</b>	指香港證監會根據不時修訂之《證券及期貨條例》第 149 條所制訂的《證券及期貨(客戶款項)規則》;
<b>“Correspondent Agent”</b>	means any member or participant of an Exchange and/or Clearing House of which the Company may not be a member or participant who, as the Company's agent, enters into a Transaction on such Exchange and/or clears the same, as the case be;	<b>「代理經紀」</b>	指某個交易所及/或結算所的任何成員或參與者(而本公司並非該交易所及/或結算所的成員或參與者), 作為本公司的代理在該交易所訂立交易及/或結算, 視情況而定;
<b>“Customer Information Form”</b>	means the name, address and details of the Customer are contained in the Customer Information Form and the various supplementary agreement attached, with Customer's physical or electronic signature;	<b>「《客戶資料表》」</b>	指載有客戶姓名、地址及詳情且經客戶實體或電子簽署的《客戶資料表》及隨附的各種補充協議;
<b>“Electronic Service”</b>	means any means, any facilities or services provided by the Company, including (among others) CIS Third-Party Platform Official Account Service (“CIS Official Account Service”) 順安第三方平台官方帳號服務條款 (“順安官號服務”) which enables the Customer to give electronic instructions to purchase, sell and otherwise deal in Securities and/or obtain Information and/or any services provided by the Company from time to time in accordance with the terms of the CIS Official Account Service. The detailed terms of services of the CIS Official Account Service will be stipulated in a separate agreement, and the Company may modify the relevant terms from time to time and shall be announced through the Company's official website;	<b>「電子服務」</b>	指由本公司提供的任何設施或服務, 其中包括順安第三方平台官方帳戶服務 (“順安官號服務”), 借此客戶能夠發出電子指示, 從而進行買賣及以其他方式處置證券及/或獲得資訊及/或本公司不時根據順安官號服務條款提供的任何服務, 有關詳細順安官號服務條款將有另行文件規定, 本公司可不時修改有關條款的任何條文, 並通過本公司之官網予以公佈;
<b>“Exchange”</b>	means SEHK and any Foreign Stock Exchange;	<b>「交易所」</b>	指香港聯交所及任何境外證券交易所
<b>“Foreign Stock Exchange”</b>	means a stock exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory or, any OTC markets;	<b>「境外證券交易所」</b>	指根據香港以外的國家或地區的法律獲准於該國或地區營運的證券交易所或任何場外市場;
<b>“Funds”</b>	means unit trusts, mutual funds and other collective investment schemes of similar nature;	<b>「基金」</b>	指單位信託、互惠基金及其他同類的集體投資計劃;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of The People's Republic of China;	<b>「香港」</b>	指中華人民共和國香港特別行政區;



<b>“HKSCC”</b>	means The Hong Kong Securities Clearing Company Limited;	<b>「香港中央結算所」</b>	指香港中央結算有限公司
<b>“Information”</b>	means any transaction data, bid and ask quotations, news reports, third party analysis’ reports, research and other information relating to securities and the securities markets;	<b>「資料」</b>	指任何交易數據、買賣價、新聞報告、第三方分析報告、研究及其他關於證券及證券市場的資料;
<b>“Instructions”</b>	means any instructions or orders communicated by the Customer or its Authorized Persons to the Company in accordance with Clauses 19 to 22;	<b>「指示」</b>	指由客戶或其授權人士根據第 19 至 22 條向本公司發出的任何指示或指令;
<b>“Securities”</b>	means shares, stocks, debentures, warrants, loan stocks, Funds, bonds, notes and commercial paper of any description whatsoever and wheresoever of or issued by any body (whether incorporated or unincorporated) or any government or local government authority and includes (a) rights, options, or interests (whether described as units or otherwise) in or for the shares, stocks, debentures, warrants, loan stocks, Funds, bonds, or notes; (b) certificates of interest or participation in or temporary or interim certificates for, receipts for, or warrants to subscribe for or purchase, the shares, stocks, debentures, warrants, loan stocks, Funds, bonds or notes; (c) options on stock indices; and (d) instruments commonly known as securities;	<b>「證券」</b>	指任何團體(不論是註冊公司抑或是非註冊公司)或任何政府或地方政府當局擁有或發行的股份、股票、債權證、認股權證、債權股額、基金、債券、票據及任何性質的商業票據,包括:(a) 該等股份、股票、債權證、認股權證、債權股額、基金、債券或票據的權利、期權或利益(不論是以單位抑或是以其他方式計算);(b) 該等股份、股票、債權證、認股權證、債權股額、基金、債券或票據的權益或參與證明書、臨時或中期證書、收據或認購或購買的權證;(c) 股票指數期權;及 (d) 一般稱為證券的文件;
<b>“Securities and Futures Ordinance”</b>	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time;	<b>「《證券及期貨條例》」</b>	指不時修改的《證券及期貨條例》(香港法例第 571 章);
<b>“SEHK”</b>	means The Stock Exchange of Hong Kong Limited and includes its successors, assigns and any resulting or surviving entry into or with which it may consolidate, amalgamate or merge;	<b>「香港聯交所」</b>	指香港聯合交易所有限公司,包括其繼承人、受讓人及任何其合併、聯合或兼併的公司或之後所產生或繼續存在的公司;
<b>“SFC”</b>	means The Securities and Futures Commission of Hong Kong; and	<b>「證監會」</b>	指香港證券及期貨事務監察委員會;及
<b>“Transactions”</b>	means any transactions concerning the purchase, subscription, sale, exchange or other disposal or 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 therefor and other transactions effected under or pursuant to this Agreement.	<b>「交易」</b>	指任何關於購買、認購、出售、交換或以其他方式處置及處理任何及所有種類證券的交易,包括但不限於證券保管、提供代理人或託管服務及在本協議下或根據本協議而進行的其他交易。

- References herein to Clauses and Schedules are to clauses in and schedules to this Agreement, unless the context requires otherwise, and the Schedules to this Agreement form part of this Agreement.
- Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- The headings are inserted for convenience only and shall not affect the construction of this Agreement.

- 除非文意另有規定,否則條文及附表是指本協議的條文及附表,且本協議的附表構成本協議的一個部分。
- 除非文意另有規定,否則單數詞包含複數詞,反之亦然,而任何指單一性別的名詞包含每一種其他性別。
- 本協議中的標題僅為方便參考而設,並不影響本協議的意義。

#### APPLICABLE LAWS AND RULES

- All Transactions shall be effected in accordance with all laws, rules and

#### 適用法例及規則

- 所有交易須根據聯交所及結算所不時修





regulatory directions, by- laws, customs and usage as amended from time to time of the Exchange and the Clearing House applying to the Company and shall be binding on the Customer.

6. Each of the terms of this Agreement is several and distinct from the others. If any term in this Agreement is inconsistent with any present or future law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such term shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

#### AUTHORITY

7. The Company is authorized to open and operate an Account and effect Transactions as an agent on behalf of the Customer pursuant to this Agreement unless the Company indicates in writing otherwise for the relevant Transactions.
8. The Customer (in the case of a corporation) authorizes the Authorized Persons to have full authority to represent the Customer in all matters in relation to all Transactions with the Company and to sign on the Customer's behalf all agreements and documents relating to the Account and its operation, Transactions and this Agreement. All such documents, instructions or orders which, if given or signed by the Authorized Persons, shall be absolutely and conclusively binding on the Customer provided that verbal orders or instructions from any one of the Authorized Persons 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 Customer Information Form.
9. If the Customer is an individual who wishes to appoint Authorized Persons, the Customer shall in addition to completing the Customer Information 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.
10. The Customer 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 Customers.
11. The Customer hereby authorizes the Company to deal with money held or received by the Company in the Account on behalf of the Customer and the followings in accordance with the provisions of the Standing Authority (Client Money) as the Customer may give to the Company from time to time:
- 11.1. transfer money held or received by the Company in Hong Kong in one or more segregated account(s) ("Monies") on behalf of the Customer interchangeably between the segregated account(s) opened and maintained by the Company in Hong Kong and the segregated account(s) opened and maintained by the Company with any overseas broker(s) and/or overseas clearing firm(s) outside Hong Kong ; and/or
- 11.2. transfer any sum of Monies to Company's execution broker(s) and/or clearing firm(s) located in Hong Kong or elsewhere for the purpose of dealing, clearing and/or settlement of securities, futures contracts and/or other financial products (where applicable); and/or
- 11.3. keep the Monies with the Company's execution broker(s) and/or clearing firm(s) located in Hong Kong or elsewhere after trading to facilitate future dealing, clearing and/or settlement of securities, futures contracts and/or other financial products (where applicable).

#### COMMISSIONS, CHARGES AND INTEREST

訂的、適用於本公司的所有法例、規則、監管指示、章程、慣例及做法而進行，並對客戶具有約束力。

6. 本協議中的各條款均可與其他條款分割及相區分。如本協議中的任何條款與交易所、結算所或任何對本協議的重大事項擁有司法權力的當局的任何現行或未來法例、規則或規例有抵觸，該條款應根據任何該等法例、規則或規例予以撤銷或修改。在所有其他方面，本協議應繼續及保持十足效力及作用。

#### 授權

7. 本公司獲授權以代理人身份根據本協議代表客戶開立及運作帳戶並進行交易，除非本公司以書面形式就有關交易作出其他表示。
8. 客戶（若為法團）授權獲授權人士在與本公司進行的所有交易所涉及的一切事宜方面全權代表客戶，及代表客戶簽署所有與帳戶及其運作、交易及本協議有關的協議及文件。而所有該等文件、指示或指令，如由獲授權人士發出或簽署，且任何一個獲授權人士所作出的口頭指令或指示屬合法有效，則對客戶具有絕對及不可推翻的約束力，而所有上述文件、指示或指令如為書面形式且需親筆簽署，則應按《客戶資料表》所指定的簽署指示簽署。
9. 如客戶屬個人且希望委任獲授權人士，除填具《客戶資料表》之外，客戶必須向本公司呈交一份格式由本公司指定或認可已簽署的授權書或其他類似委任文件。
10. 客戶授權本公司可絕對酌情決定委任適合於執行交易的代理經紀，並承認上述代理經紀的業務條款及任何交易所及結算所的規則應適用於該等交易並對客戶具約束力。
11. 客戶謹此授權本公司根據客戶不時提供給本公司的常設授權書（客戶款項）處理本公司為客戶收取或持有並存放於帳戶中的款項及以下事項：
- 11.1. 在本公司於香港開立和維持的獨立帳戶與本公司在香港以外任何海外經紀商和/或海外結算公司開立和 維持的獨立帳戶之間互相轉賬資金；和/或
- 11.2. 將任何資金轉賬至本公司位於香港或其他地方的執行經紀商和/或結算公司，以進行證券、期貨合約和/或其他金融產品（如適用）的交易、結算和/或交收；和/或
- 11.3. 在交易後將資金保留在本公司位於香港或其他地方的執行經紀商和/或結算公司，以便未來進行證券、期貨合約和/或其他金融產品（如適用）的交易、結算和/或交收。

#### 佣金、費用及利息

12. 在所有交易中，本公司獲授權扣除其為客戶而與任何人士進行的任何交易的佣金及費用（經不時通知客戶），交易所或結算

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12. On all Transactions, the Company is authorized to deduct the Company's commissions and charges in connection with any Transactions effected with any person for the Customer (as notified to the Customer from time to time), all applicable levies imposed by the Exchange or Clearing House, brokerage, stamp duty, bank charges, transfer fees, interest and nominee or custodial expenses immediately when it is due.
13. The Company shall be entitled to deposit all monies held in the Account and all monies received for or on the account of the Customer into one or more trust account(s) at one or more authorized institution(s) as defined in the Banking Ordinance or as otherwise permitted by the Securities and Futures Ordinance.
14. The Customer shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Customer from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company. Overdue interest shall be compounded monthly and shall itself bear interest.
15. The Customer agrees that any interest accrued on the credit balance in the Account shall belong to the Company absolutely. If by separate written agreement the Company shall agree to pay to the Customer interest on the credit balance in the Account, interest shall be calculated at such rate as the Company may from time to time notify the Customer in writing.
16. To comply with the Client Money Rules, the Customer agrees that the Company will be entitled to receive for Company's own account benefit all sum derived by way of interest from the payment into and retention of all amounts received for or on account of the Customer in any trust account or segregated account.
17. Without prejudice to any other rights and remedies available to the Company, the Company may charge a half-yearly maintenance fee of such amount in such currency as the Company may determine from time to time on the dormant Account if the Customer has no trading activity for six months or more. Payment of such fees will be automatically deducted from the Account.
18. The Customer agrees that the Customer shall pay the Company such commissions, fees, charges and expenses and in such manners and terms as set out in the Company Fee Schedule which is provided and posted on the Company's website. The Customer understands and agrees that such commissions, fees, charges and expenses may be revised at any time by the Company and the Customer shall go to the website to read and understand the updated Fee Schedule from time to time, in particular, before giving any Instruction or intending to effect any Transaction.
- 所徵收的所有適用費用、佣金、印花稅、銀行收費、過戶費、利息及到期即付的代理人或託管費用。
13. 本公司有權按照《銀行業條例》所界定的或《證券及期貨條例》批准的其他方式將帳戶中的所有款項，及代客戶收到的或其帳戶上的所有款項存入一個或多個認可機構的一個或多個信託帳戶。
14. 客戶應根據本公司不時通知客戶的利率及其他條款支付帳戶上所有借方餘額的利息，包括其於任何時間以其他方式欠付本公司的任何金額。該等利息應逐日計算並在每月的最後一天或在本公司提出要求時予以支付。逾期利息將按月複息計算及本身利息將產生新的利息。
15. 客戶同意帳戶中貸方餘額累積的任何利息絕對地歸本公司所存。倘透過獨立的書面協議本公司同意就帳戶中的貸方餘額向客戶支付利息，利息將以本公司不時以書面形式通知客戶的利率計算。
16. 為遵守客戶款項規則，客戶同意本公司有權為本身的利益，收取任何信託帳戶或獨立帳戶中為或代客戶所持有的所有款項而產生的全部利息。
17. 在不損害本公司任何其他權利及補償的原則下，如果客戶在六個月或以上未有進行任何買賣活動，本公司可按其不時釐定的金額及貨幣對不活躍帳戶每半年收取維持費。該等費用將自動從帳戶中扣除。
18. 客戶同意須按本公司所提供及載於網站上的收費表中所列明的方式及時間向本公司支付所列明的佣金、費用、收費及支出。客戶明白及同意，該等佣金、費用、收費及支出可由本公司隨時作出修改，客戶在發出任何指示或進行任何交易時，應不時瀏覽網站以閱讀並了解最新的收費表。

## INSTRUCTIONS

19. All Instructions shall be given by the Customer (or its Authorized Person) orally either in person or by telephone, or in writing, delivered by hand, by post or by facsimile transmission or through Electronic Service in accordance with Clauses.
20. The Customer acknowledges and agrees that any Instructions given or purported to be given by any means to the Company by the Customer or by any Authorized Person and which are acted on or relied on by the Company shall at all times be irrevocable and bind the Customer, whether or not such Instructions are in fact given or authorized by the Customer. Under no circumstance the Company has any duty to enquire or verify the identity or authority of the person giving instruction by any accepted means.
21. The Customer acknowledges that once an Instruction has been made it may not be possible to cancel or change the Instruction.
22. The Company may, in its absolute discretion and without assigning any reason therefor, refuse to act for the Customer or its Authorized Person in
- 指示
19. 根據第 76 至 78 條，所有指示應由客戶（或其獲授權人士）親自或透過電話口頭發出，或以書面形式，藉專人遞送、郵寄、傳真或透過電子服務發出。
20. 客戶承認及同意，客戶或任何獲授權人士透過任何方式向本公司發出的或意圖發出的而本公司已據此行事或視之為依據的任何指示，無論何時均屬不可撤銷且對客戶具約束力，不論該等指示實際上是否由客戶發出或是否獲客戶授權。在任何情況下，本公司均無義務透過任何已接受的方式向發出指示人士的身份或權限作出查問或核實。
21. 客戶承認，指示一經發出，即可能無法取消或更改。
22. 本公司可行使絕對酌情權，無需說明任何理由的情況下拒絕代客戶或其獲授權人士進行任何特別交易。倘客戶發出指示時，帳戶中的證券或款項（視情況而定）不足於結算當日對有關交易進行結算，本公司將拒絕按照該等指示行事。





any particular Transactions. In particular, the Company shall refuse to act on an Instruction of the Customer if at the time of such Instruction, there are insufficient Securities or, as the case may be, monies in the Account(s) in order to effect settlement of the relevant transaction on the due settlement date.

23. In the event of death or liquidation of the Customer or in the event of the Customer being rendered incapable or disabled from managing and administering the Customer's Account(s), properties or affairs, then prior to the actual receipt by the Company of written notice of death, liquidation or incapacity or disability of the Customer, the Company may, but not obliged to, continue to act upon the Instruction of the Customer or the Authorized Person as if the Client were still alive, existing or capable of managing and administering the Customer's Account(s), properties or affairs.
24. Where the Company knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the Customer's Accounts or any service to the Customer generally, the Company may, in its absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, the Company will, to the extent possible, inform the Customer as soon as practicable.

## DEALING PRACTICE

25. Any day order for purchase or sale of Securities placed by the Customer that has not been executed before the close of business of the relevant Exchange or such other expiration date required by the Exchange or such other later time as the Customer and the Company may agree shall be deemed to have been cancelled automatically.
26. The Customer authorizes the Company, at any time and at the Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of Instructions, to consolidate and/or disaggregate the Customer's Instructions to purchase and/or sell Securities on the Customer's behalf with similar instructions received from the Company's other customers, provided that such consolidation or disaggregation shall not result in the execution of the Instructions at a price less favourable than could have been achieved had the Instructions been executed individually, and provided further that, in the event of there being insufficient Securities available to satisfy purchase orders so consolidated, the number of Securities actually purchased shall be given to each individual Instruction in the order in which those orders were received by the Company.
27. By reason of physical restraints on the Exchanges and rapid changes in the prices of Securities that frequently take place, there may, on occasions, be delay in quoting prices or in dealing. The Company may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Instructions. Where the Company is unable after using reasonable endeavours to execute any Instruction in full, the Company is entitled to effect partial performance only without prior reference to the Customer's confirmation. The Customer shall in any event accept and be bound by the outcome when any request to execute orders is made.
28. The Customer acknowledges that due to the trading practices of the Exchange or other markets in which Transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "of market" and the Customer agrees in any event to be bound by Transactions executed by the Company following Instructions given by the Customer.
29. Subject to applicable laws and regulations and market requirements, the Company may in its absolute discretion determine the priority in the execution of its customers' orders, having due regard to the sequence in

23. 倘客戶死亡或破產或成為無能力或殘疾而無法經營及管理其帳戶、財產或事務，本公司在收到與客戶死亡、破產或無能力或殘疾有關的通知書之前，本公司可（但並非必須）繼續按照客戶或獲授權人士的指示行事，如同客戶仍在世、存在或能夠經營及管理其帳戶、財產及事務一樣。
24. 倘本公司知悉或懷疑就客戶的一個或多個帳戶的運作或提供予客戶的任何服務或在有關方面存在違反安全性或其他可疑情況，本公司擁有絕對酌情權拒絕或延遲按照指示行事，且無需承擔任何法律責任。本公司將在切實可行的範圍內儘快通知客戶。

## 交易慣例

25. 由客戶發出的任何買賣證券的當天指令，倘在相關交易所營業時間結束或該交易所規定的其他期限屆滿時，或客戶與本公司協議的其他較後時間之前尚未執行，則應視作自動取消。
26. 客戶授權本公司在任何時候擁有絕對酌情權，為取得較好的成交價及／或減少指示數量而代表客戶購買及／或出售證券的客戶指示，與本公司收到的其他客戶的類似指示，進行合併及／或分拆處理，惟該等合併或分拆不應導致執行該等指示的價格低於其單獨執行時所獲得的價格。而且倘無足夠證券滿足如此合併的購買指令，則實際購買的證券數量將按本公司獲得彼等指令的先後次序分配予各單獨指示。
27. 由於實際上受交易所限制及證券價格經常出現急劇變化，因此報價或交易偶爾可能受到延誤。本公司或許在作出合理努力之後仍未能有任何指定時間內以所報價格進行交易。本公司不會對任何由於違反或未能遵守指示的任何條款之任何行為所引致的任何損失承擔責任。倘本公司未能透過合理努力完全執行任何指示，本公司有權只執行部分，而無需事先得到客戶確認。不論結果如何，客戶均應接受結果並於執行指令時受該等結果約束。
28. 客戶確認由於交易所或其他市場進行買賣交易的慣例，以「最佳」或「市價」價格執行買賣指令有時是不可能的，客戶同意在任何情況下接受本公司根據客戶指示進行的交易所約束。
29. 按適用法律和規例以及市場規定，本公司可在充分顧及其收到客戶指令的先後次序的情況下，絕對酌情決定執行這些客戶指令的優先次序，客戶不得就本公司執行任何收到的指令提出關於其買賣盤優先於其他客戶的任何要求。
30. 除非另有其他協議，就每項交易而言，如非本公司已經代表客戶持有現金或證券以結算交易，否則客戶應在本公司就相關交易通知客戶的時間，向本公司支付已清算的資金（包括以港幣之外的貨幣支付），



which such orders were received, and the Customer shall not have any claim of priority to another customer in relation to the execution of any order received by the Company.

30. Unless otherwise agreed, in respect of each Transactions, unless the Company is already holding cash or Securities on the Customer's behalf to settle the Transactions, the Customer shall pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver to the Company Securities with are fully paid with valid and good title and in deliverable form by such time as the Company has notified the Customer in relation to the Transactions. The Customer shall be responsible to the Company for any losses and expenses resulting from the Customer's settlement failures. Any and all securities acquired for or on the Customer's behalf, or in which the Client has an interest which are held for the Customer's account shall be subject to a general lien for the discharge of the Customer's obligation to the Company arising from the business of dealing in securities. If within two Business Days (or such other period as the Company has notified the Customer) after a transaction has been duly executed for on the Customer's behalf, the Customer has defaulted in making the payment due to the Company in connection therewith the Company is hereby authorized to (i) in the case of a purchase transaction, to transfer or sell any such purchased securities; and/or (ii) in the case of a sale transaction, to borrow and/or purchase such sold securities (as the case may be) to satisfy any general lien or obligation to the Company, after giving notice to the Customer by letter sent by registered post or facsimile transmission or other form of electronic transmission.
31. The Account shall be in Hong Kong dollars or such other currencies as the Company may agree from time to time with the Customer. In the event that the Customer instructs the Company to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Customer solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under this Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide.
32. The Customer acknowledges that telephone calls or other forms of communication between the Customer and the Company may be recorded or otherwise electronically monitored without any warning messages and that the record may be used as final and conclusive evidence of the Instructions in case of disputes.
33. If the Company engages the service of Correspondent Agent, the Company shall be entitled to accept and keep, for its own account, any commission or rebate which the Company may receive in respect of any business the Company supplies to them on behalf of the Customer.

## SHORT SELLING

34. The Customer acknowledges that applicable laws and regulations may prohibit the Company from placing a sale order on the Customer's behalf when the order relates to Securities which the Customer does not own ("Short Sell Order"). The Customer undertakes that:
- 34.1. 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 designated settlement date; and
- 34.2. 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.
35. The Customer 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.

或以可交付形式向本公司交付已支付所有款額及具有有效及完整權益的證券。客戶須就因客戶未能進行結算而引起的任何損失及費用對本公司負責。客戶帳戶所持有，而為或代表客戶購買或客戶持有權益的任何及所有證券，須受客戶因從事證券交易對本公司所負義務的一般留置權限制。倘在代表客戶妥為執行交易後的兩個營業日（或本公司通知客戶的其他期間）內，客戶未能向公司支付相關應付款項，本公司獲授權（i）如屬買入交易，轉讓或出售任何該等買入的證券；及／或（ii）如屬賣出交易，在透過掛號郵件、傳真或其他電子傳輸形式發送的函件向客戶發出通知後，借入及／或買入證券（視情況而定），以履行對本公司所負一般留置權或義務。

31. 本帳戶應為港幣或本公司不時與客戶協定的其他貨幣戶口。倘客戶指示本公司使用港幣以外的貨幣進行交易，由相關貨幣的匯率波動所引致的任何盈利或損失均由客戶單獨承擔。倘本公司根據本協議所採取的任何行動或措施要求將一種貨幣轉換成另一種貨幣，則本公司可行使其絕對酌情權決定以何等方式及時間來實施。
32. 客戶確認，客戶與本公司之間的電話或其他形式的通訊可被錄音或以其他電子方式作出監控而無須發出任何警告，如果發生爭議，可使用該錄音作為有關該指示的最後及最終證據。
33. 倘本公司使用代理經紀的服務，本公司有權為其自有帳戶接受及保留本公司就其向客戶提供的任何業務（以客戶為受益人）而收取的任何佣金或回扣。

## 賣空

34. 客戶確認，適用法律及規例將禁止本公司代表客戶發出出售客戶並不擁有的證券指令（「賣空指令」）。客戶承諾：
- 34.1. 在發出賣空指令前，其已訂立有效證券借貸安排或採取其他本公司可以接受的填補方式，保證相關證券於指定的結算日期交付；
- 34.2. 在執行賣空指令前，其將向本公司提供按本公司要求涵蓋任何該等指令的文件保證。
35. 客戶承認本公司有權要求其交付關於證券借貸安排的證明文件副本，如貸方確認書。

## 利益衝突

36. 本公司及其董事、高級職員或僱員可為其任何聯營公司的帳戶進行交易。
37. 不論本公司是自營買賣或代表聯營公司或其他客戶買賣，本公司獲授權買入、賣出、持有或買賣任何證券，或採取與客戶指令對立的持倉。
38. 本公司獲授權將客戶指令與其他客戶指

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**CONFLICT OF INTEREST**

36. The Company and its directors, officers or employees may trade on its/their own account of any of the Associate.
37. The Company is authorized to buy, sell, hold or deal in any Securities or take the opposite position to the Customer's order whether it is on the Company's own account or on behalf of the Associate or its other customers.
38. The Company is authorized to match the Customer's orders with those of other customers.
39. The Company is authorized to effect Transactions in Securities where the Company or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.
40. In any of the events in this Clause the Company shall not be obliged to account for any profits or benefits obtained.

**NEW LISTING OF SECURITIES**

41. In the event that the Customer requests and authorizes the Company to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as its agent and for its benefit or for the benefit of any other person, the Customer hereby warrants to and for the Company's benefit that the Company has authority to make such application on the Customer's behalf.
42. The Customer shall familiarize himself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Customer agrees to be bound by such terms and conditions in any such transaction the Customer may have with the Company.
43. The Customer hereby gives the Company all the representations, warranties and undertaking on which application for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).
44. The Customer hereby further declares and warrants, and authorizes the Company to disclose and warrant the Exchange or any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as its agent is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf, to benefit the Customer or the person for whose benefit the Customer's applying. The Customer acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person in respect of any application made by the Company as the Customer's agent.
45. The Customer 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 Customer exercises statutory control shall be deemed to be an application made for the benefit of the Customer.
46. The Customer recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. The Customer undertakes to provide the Company such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as the Company may in the Company's absolute discretion from time to time.
47. In relation to a bulk application to be made by the Company or the

令進行對盤。

39. 本公司獲授權在本公司持有證券或作為證券包銷商、保薦人或參與其他工作時進行證券交易。
40. 在本條文所提述的任何情況下，本公司無須將所獲任何利潤或利益向客戶說明。

**新證券上市**

41. 客戶要求並授權本公司以其代理人身份為其或任何其他人士的利益，申請在交易所新上市及／或發行證券，為了本公司的利益，客戶保證本公司有權代表客戶提出該等申請。
42. 客戶應熟悉及遵守招股章程及／或發行文件，及申請表格或其他相關文件內所載列管轄新上市及／或發行該等證券及其申請的所有條款及條件，客戶同意在其與本公司進行的任何相關交易中受該等條款及條件約束。
43. 客戶茲向本公司作出申請新上市及／或發行證券時必須作出的所有陳述、保證及承諾（不論向相關證券發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或人士作出）。
44. 客戶進一步聲明及保證，並授權本公司在申請表格（或其他文件）向交易所或任何其他適當人士披露及保證，本公司提交的任何相關申請，乃由客戶或代表客戶為其自身或客戶代為申請的人士之利益，提交及有意提交的唯一申請。客戶承認並接受，本公司及相關證券發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或本公司作為客戶代理所提交任何申請之相關人士，均可依憑前述聲明及保證。
45. 客戶承認，倘申請由一間除證券買賣外並未有從事其他業務的非上市公司提交，而且客戶對該公司具法定控制權，則該等申請須視為為客戶的利益而作出的。
46. 客戶確認及明白，有關證券申請的法律、監管要求及市場慣例均會不時作出變化，而任何一種新上市或發行證券的規定亦會改變。客戶承諾根據相關法律、監管要求及市場慣例（按本公司不時行使絕對酌情權所決定的），向本公司提供相關資料，採取額外相關措施，並作出額外聲明、保證及承諾。
47. 就本公司或其代理人為本公司本身及／或代表客戶及／或為本公司其他客戶提出的大批申請，客戶承認及同意：
- 47.1. 該等大批申請可能因與客戶及客戶申請無關的原因而被拒絕，若無欺詐、疏忽或故意違約的情況下，本公司及代理人概不就上述拒絕的結果對客戶或任何其他人士負上責任；
- 47.2. 如該等大批申請因違反陳述及保證或與客戶相關的其他因素而被拒絕，則根據第66至69條對本公司予以賠償。客戶承諾，亦將對受上述違約行為或其他原因而





Company's agent on the Company's own account and/or on behalf of the Customer and/or the Company's other clients, the Customer acknowledges and agrees:

- 47.1. that such bulk application may be rejected for reason which are unrelated to the Customer and the Customer's application and neither the Company nor the Company's agent shall, in the absence of fraud, negligence or wilful default, be liable to the Customer or any other person in consequence of such rejection; and
- 47.2. to indemnify the Company in accordance with the Clauses to if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Customer. The Customer acknowledges that the Customer may also be liable in damages to other persons affected by such breach or other factors.

## CUSTOMER IDENTIFICATION

48. If the Customer effects Transactions in Securities listed on the SEHK or derivatives related thereto for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Customer hereby agrees that, in relation to a Transaction where the Company has received an enquiry from the SEHK and/or the SFC (collectively the "Hong Kong regulators"), the following provisions shall apply:
  - 48.1. Subject as provided below, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the Transactions was effected and (so far as known to the Customer) of the person with the ultimate beneficial interest in the Transactions. The Customer shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transactions.
  - 48.2. If the Customer effected the Transactions for a collective investment scheme, discretionary account or discretionary trust the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instruction the Customer to effect the Transactions.
  - 48.3. If the Customer effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Customer shall, as soon as practicable, inform the Company when the Customer's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Customer's investment discretion has been overridden, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transactions.
  - 48.4. If the Customer is aware that its client is acting as intermediary for its underlying clients, and the Customer does not know the identity, address, occupation and contact details of the underlying client for whom the Transactions was effected, the Customer confirms that
    - 48.4.1. it has arrangements in place with its client which entitle the Customer to obtain the information set out in Clauses 48.1, 48.2 and 48.3 from its client immediately upon request or procure that it be so obtained; and
    - 48.4.2. it will, on request from the Company in relation to a Transaction,

令其他人受到的損失承擔責任。

## 客戶識別

48. 如果客戶為其委託人(不論是全權委託還是非全權委託)進行在香港聯交所上市的證券或相關衍生工具之交易,不論以代理人身份或是以受委託人身份與其委託人進行對盤交易,客戶茲同意在本公司接獲香港聯交所及/或證監會(以下統稱「香港監管機構」)進行有關交易的查詢時,下列條文適用:
  - 48.1. 根據下列規定,客戶須在本公司提出要求時(該要求應包括香港監管機構的聯絡詳情),應即時向香港監管機構提供進行有關交易的委託人及(據客戶所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構任何引發交易的第三方(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。
  - 48.2. 若客戶是為集體投資計劃、全權委託帳戶或全權委託信託進行交易,客戶須在本公司提出要求時(該要求應包括香港監管機構的聯絡詳情),應即時向香港監管機構提供該等計劃、帳戶或信託的身份、地址及聯絡詳情,及(如適用)代表該等計劃、帳戶或信託向客戶發出交易指示的人士的身份、地址、職業及聯絡資料。
  - 48.3. 若客戶是為集體投資計劃、全權委託帳戶或全權委託信託進行交易,客戶代表在該等計劃、帳戶或信託投資權已被撤銷時,須在切實可行的範圍內儘快通知本公司。在客戶的全權代客投資權力已被撤銷的情況下,客戶須在本公司提出要求時(該要求應包括香港監管機構的聯絡詳情),應即時向香港監管機構提供有關該名/或多名曾向客戶發出有關交易指示的人士的身份、地址、職業及聯絡資料。
  - 48.4. 若客戶知悉其客戶乃作為其本身客戶之中介人行事,但客戶並不知道有關交易所涉及客戶之身份、地址、職業及聯絡資料,則客戶確認:
    - 48.4.1. 已與其客戶作出適當安排,使之有權按要求立即向其客戶索取第 48.1、48.2 及 48.3 條例所載之資料,或促使取得有關資料;及
    - 48.4.2. 將按本公司就有關交易提出的要求,立即要求發出交易指示的客戶提供第 48.1、48.2 及 48.3 條例所載的資料,並在收到其客戶所提交的資料後即呈交予香港監管機構。
  - 48.5. 客戶確認,(在必要時)其已從進行證券交易的帳戶的客戶、集體投資計劃、全權委託帳戶或全權信託取得一切同意或豁免,故可將該等客戶、集體投資計劃、全權委託帳戶或全權信託,及於該等交易擁有最終實益權益人士及引發交易的人士(如與其客戶/最終受益人不同者)的身份及聯絡詳情提供予香港監管機構。



promptly request the information set out in Clauses 48.1, 48.2 and 48.3 from the client on whose Instructions the Transactions was effected, and provide the information to the Hong Kong regulators as soon as receipt thereof from its client or procure that it be so provided.

- 48.5. The Customer confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts 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 trust, 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.
- 48.6. The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

## CONFIDENTIALITY

49. The Company will keep information relating to the Account confidential but may provide any such information to the Exchange and the SFC or any other regulatory authority (including overseas regulatory authorities) to comply with their requirements or requests for information and to any of the Company's branches or associates without any consent from or notification to the Customer.
50. Where the Customer is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Schedule I to this Agreement and the Customer acknowledges that it fully understands and accepts the provisions in Schedule I.

## SAFEKEEPING AND DISPOSAL OF SECURITIES

51. The Customer appoints the Company to act as Custodian for the Customer to provide custody of Customer's Securities. The Customer 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.
52. Any Securities held by the Company for safekeeping on behalf of the Customer may, at the Company's discretion:
- 52.1. (in the case of registerable Securities) be registered in the name of the Customer or in the name of the Company's nominee; or
- 52.2. deposited in safe custody in a designated account of an authorized institution as defined in the Banking Ordinance or with other institutions (in Hong Kong or elsewhere) which provides facilities for the safe custody of Securities. In the case of Securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody service.
53. Where Securities are held by the Company for safekeeping pursuant to this Clause, the Company shall itself, and shall procure any nominee or custodian appointed by it:
- 53.1. collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Customer as agreed with the Customer. Where the Securities form part of a larger holding of identical Securities held for the Company's clients, the Customer is entitled to the same share of the benefits arising on the holding as the Customer'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 Customer cash dividend in the absence of contrary prior written Instruction from the Customer; and
- 53.2. comply with any directions received from the Customer as to the exercise of any voting or other rights attaching to or conferring on such Securities

- 48.6. 即使本協議終止，本條款中所列的各項規定將繼續有效。

## 保密

49. 本公司將對帳戶相關資料予以保密，但為遵守交易所及證監會或任何其他監管當局（包括海外監管當局）的規定或要求提供該等資料時，本公司可在無須徵得客戶同意或未通知客戶的情況下，將該等資料提供予該等機構及任何本公司之分支機構或聯營公司。
50. 若是個人客戶，本公司將遵守監管個人資料使用的香港《個人資料（私隱）條例》。本公司關於個人資料的政策及慣例已載於本協議的附表一，客戶確認其完全了解並接受附表一的條文。

## 證券保管及處置

51. 客戶委任本公司作為客戶的證券託管人，為客戶提供證券託管服務。倘無本公司事先書面同意書，客戶同意不對本帳戶的證券或款項進行抵押、押記、出售、授出期權或以其他方式進行交易。
52. 就本公司代表客戶保管而持有的證券而言，本公司按其絕對酌情權決定進行以下處置：
- 52.1. 倘為可登記證券，以客戶的名義或本公司代理人名義登記；或
- 52.2. 妥善保管於《銀行業條例》所界定的認可機構或經營證券保管業務的其他機構（在香港或其他地方）的指定帳戶，以便於妥善保管證券。若為香港的證券，必須為證監會認可可提供保管服務的機構。
53. 倘本公司按本條文規定進行妥善保管而持有證券，本公司須自行或促使其委任的任何代理人或保管人：
- 53.1. 將為客戶收取的任何與該等證券有關的股息或其他利益貸記入帳戶，或是按協定的方式支付予客戶。當該等證券為本公司的客戶持有的同一大量證券的一部分時，客戶有權根據該證券在本公司持有的全部此種證券中所佔份額，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方式派發時，如客戶沒有事先以書面提出不同指示，本公司獲授權代表客戶選擇以現金方式收取股息；及
- 53.2. 遵從客戶發出的任何指示行使該等證券所附有或獲授予的投票權或其他權利。但若行使該等權利須支付任何費用或支出時，除非及直至本公司收到行使該等權利的所需的全部款項，否則本公司及其代理人均無須遵從客戶發出的任何指示。
54. 本公司及本公司代理人無須將其從客戶處收到的或代客戶收到的原本相同證券重新交付給客戶，但可於開立帳戶的本公司辦事處向客戶交付相同數量、類型及名稱的證券。
55. 本公司為根據第 53 條規定妥善保管而持有的證券之風險將由客戶獨自承擔，本





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 Customer unless and until it receives all amounts necessary to fund such exercise.

54. The Company and its nominee are not bound to redeliver to the Customer the identical Securities received from or for the Customer 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.
55. Securities held by the Company for safekeeping pursuant to Clause are held by the Company at the sole risk of the Customer and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Customer in connection herewith 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.
56. Insofar as any such Securities do not constitute "Collateral" under the Securities and Futures Ordinance, the Customer hereby expressly authorizes the Company to dispose of such Securities for the purpose of settling any liability owed by the Customer (or who is the beneficial owner of such Securities) to the Company for dealing in Securities or financial accommodation provided by the Company to the Customer which remains after the Company has disposed of all other assets designated as Collateral for securing the settlement of the liability.

#### EVENT OF DEFAULT

57. Any one of the following events shall constitute an event of default ("Event of Default"):
- 57.1. the Customer's failure to pay any deposits or any other sums payable to the Company or its Associates or submit to the Company any documents or deliver any Securities to the Company hereunder, when called upon to do so or on due date;
- 57.2. default by the Customer in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;
- 57.3. the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Customer;
- 57.4. the death of the Customer or become mentally incapacitated (being an individual);
- 57.5. the levy or enforcement of any attachment, execution or other process against the Customer;
- 57.6. any representation or warranty made by the Customer to the Company in this Agreement or in any document being or becoming incorrect or misleading;
- 57.7. any consent, authorization or board resolution required by the Customer (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
- 57.8. the occurrence of any event which, in the sole opinion of the Company, might jeopardise any of its rights under this Agreement.
58. If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Customer and without further notice to the Customer, all amounts due or owing by the Customer to the Company under this Agreement shall become immediately due and payable and the Company shall be entitled to:
- 58.1. immediately close the Account;
- 58.2. terminate all or any part of this Agreement;
- 58.3. cancel any or all outstanding orders or any other commitments made on behalf of the Customer;
- 58.4. close any or all contracts between the Company and the Customer, cover

公司不會對客戶因此而蒙受的任何損失或損害承擔責任，除非該等損失或損害直接由於本公司嚴重疏忽或欺詐所導致。

56. 根據《證券及期貨條例》任何該等證券未構成「抵押品」的情況下，客戶特此明確授權本公司處置該等證券，以償還客戶（或該等證券的實益擁有人）因證券交易或由本公司向客戶提供財務通融所欠付的任何債務，而該債務是本公司處置所有指定為擔保償還債務的抵押品的所有其他資產後而仍然留下的。

#### 違約事件

57. 下列任何事件均構成違約事件（「違約事件」）
- 57.1. 客戶無法按照本公司要求支付或逾期未能向本公司或其聯營公司支付任何存款或任何其他應支付款項，或未能向本公司提交任何文件或交付任何證券；
- 57.2. 客戶未妥為履行本協議的任何條款，及未遵守相關交易所及／或結算所的任何附例、規則和規例；
- 57.3. 客戶已被提出破產呈請、清盤呈請或針對客戶的類似法律程序；
- 57.4. 客戶身故（指個人客戶）或精神上無能力行事；
- 57.5. 就客戶實施或強制執行任何扣押、執行判決或其他法律程序；
- 57.6. 客戶在本協議或任何文件中向本公司作出的任何陳述或保證，是或將會變成不實或誤導；
- 57.7. 客戶（指法團或合夥公司）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回、暫時中止或終止或不再全面有效；及
- 57.8. 本公司認為發生可能危及本公司在本協議所擁有任何權利的任何事件。
58. 如果發生違約事件，在無損本公司的其他權利或本公司向客戶獲得補償的權利的情況下，無需進一步通知客戶，客戶在本協議下欠付本公司的所有款項將立即到期付款，並須立刻支付，本公司還有權採取以下行動：
- 58.1. 立即結束帳戶；
- 58.2. 終止本協議的全部或任何部分；
- 58.3. 取消任何或所有未執行的指令或代表客戶所作的任何其他承諾；
- 58.4. 結束本公司和客戶之間的任何或所有合約，在相關交易所購買證券以填補客戶的任何空倉，或在相關交易所賣出證券以結清客戶的任何長倉；
- 58.5. 處置為或代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還拖欠本公司及其聯營公司的未付餘額，包括本公司在轉讓或出售客戶帳戶內所有或任何證券或財產，或完善其所有權時合理招致的所有成本、費用、法律費用及開支，包括印花稅、手續費及經紀佣金。



- any short position of the Customer through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Customer through the sale of Securities on the relevant Exchange(s);
- 58.5. dispose of any or all Securities held for or on behalf of the Customer and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
- 58.6. combine, consolidate and set-off any or all accounts of the Customer in accordance with Clauses 70 to 72.
59. In the event of any sale pursuant to this Clause:
- 59.1. 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 the Securities or any part thereof at the then available market price;
- 59.2. the Company shall be entitled to appropriate to itself or sell or dispose of the Securities or any part thereof at the available market price to any of the Associates without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Associates; and
- 59.3. the Customer agrees to pay to the Company any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Customer to the Company.
- 58.6. 根據第 70 至 72 條, 合併、整合和抵銷客戶的任何或所有帳戶。
59. 若根據本條文出售任何證券:
- 59.1. 如果本公司已經作出了適當努力, 並以當時的市場價格賣出或處置證券或其中任何部分, 本公司將不對因此導致的任何損失負責;
- 59.2. 本公司有權以當時的市場價格, 為其本身保留或向其任何聯營公司賣出或處置客戶擁有的所有證券或其中任何部分, 而無須以任何方式對因此而導致的任何損失負責, 並且無須對本公司及/或其任何聯營公司獲得的任何利潤負責; 及
- 59.3. 如果賣出證券獲得的淨收益不足以支付客戶欠本公司的款項, 客戶同意向本公司支付任何不足部分。

## TERMINATION

60. Either party may terminate this Agreement at any time by giving the other party no less than 5 Business Days notice in writing. Service of such notice of termination by the Customer shall not affect any Transaction entered into by the Company before such notice has actually been received by the Company. In particular, the Company may terminate this Agreement upon the occurrence of any one or more of the following events:
- 60.1. the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Customer's authorization to the Company as contained in Clause of this Cash Account Agreement; or
- 60.2. the withdrawal of the Customer's appointment of the Company as the Customer's custodian in Clause Termination under this Clause shall not affect any Transactions entered into by the Company pursuant to this Agreement before the termination.
61. Upon termination of this Agreement under this Clause, all amounts due or owing by the Customer to the Company under this Agreement shall become immediately due and payable. The Company shall cease to have any obligations to purchase or sell Securities on behalf of the Customer in accordance with the provisions of this Agreement, notwithstanding any instructions from the Customer to the contrary.
62. As soon as and in so far as is practicable upon termination of this 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 Customer to the Company, at the Customer's sole risk and cost and without any liability accruing to the Company for any loss or damage incurred by the Customer.
63. 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 Customer, after first deducting or providing for all costs, charges, fees and expenses (including legal expenses) incurred by the Company in such
- 終止**
60. 本協議的任何一方可隨時向另一方發出不少於五個營業日的書面通知後予以終止。客戶透過提交該項終止通知將不會影響本公司於收到此通知實際日期之前所進行的任何交易。此外, 若發生任何一件或多件下列事項, 本公司可終止本協議:
- 60.1. 客戶根據本現金帳戶協議第 56 條規定而給予本公司的客戶授權被撤回或期滿後(或要求續期時)不予以續期; 或
- 60.2. 根據第 51 條撤回委託本公司作為客戶的託管人。按本條規定終止協議時, 不會影響在終止日前本公司根據本協議進行的任何交易。
61. 根據本條文終止本協議時, 客戶在本協議下應付或尚欠本公司的所有款項將立即到期及須立刻償付。本公司不再有任何責任根據本協議條款代客戶買賣證券, 即使客戶另有相反意思的指示。
62. 於本協議終止後, 本公司須在切實可行的情況下, 行使絕對酌情權以認為必須的代價及方式出售、變現、贖回、清算或以其他方式處置所有或部分客戶證券, 以償還客戶所欠本公司之所有債務。對有關處置的風險和費用均由客戶獨自承擔, 本公司對客戶的任何損失或損害均無須承擔任何責任。
63. 本公司根據本條文出售、變現、贖回、清算或以其他方式處置所獲得的任何現金款項須貸記入帳戶, 首先扣除本公司在有關出售、變現、贖回、清算或以其他方式處置中產生的所有成本、收費、費用及支出(包括法律費用), 以及根據本協議應付或欠本公司的所有其他金額及款項, 及已計或應計付予本公司而並未償付的其他債務(不論是實際的或或有的, 現在的或未來的或其他性質的)後, 將帳戶貸方餘額淨值(如有)在切實可行範圍內儘快歸還予客戶。本公司擁有的未變現或未出售證券連同任何有關所有權文件將交付予客戶, 並由客戶承擔全部風險和費用。本公司對任何因該交付引致的任何損失或





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 Customer at the Customer's sole risk and expense. The Company shall have no liability for any loss or damage incurred by the Customer arising from such delivery.

64. If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this Clause, the Customer 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 Customer by the Company up to the date of actual receipt of full payment by the Company (after as well as before any judgement).
65. 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 date.

#### LIABILITY AND INDEMNITY

66. The Company will use all reasonable endeavours to comply with and carry out Instructions given by the Customer and accepted by the Company concerning the Account 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 fraudulently or in wilful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Customer as a result of:
- 66.1. 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
- 66.2. the Company in good faith acting or relying on any Instruction given by the Customer, whether or not such Instruction was given following any recommendation, advice or opinion given by the Company or any Associate or by any of its or their directors, employees or agents; or
- 66.3. the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including but not limited to any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, delays in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, electronic equipment, telephone or other interconnection problems, 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; or
- 66.4. 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 Customer, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Customer's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Customer arising therefrom;
- 66.5. the mis-understanding or mis-interpretation of any Instruction given or placed verbally or electronically, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and

損害無須承擔任何責任。

64. 若根據本條文應用現金所得款項及扣除任何款項後，帳戶出現結欠餘額，客戶須立即向本公司支付相等於該結欠餘額，連同本公司通知客戶該金額直至實際收到全數支付款項之日（不論是在判決之前或之後）的有關資金成本的款項。
65. 本公司可為了本條文的目的，可在相關日期（由本公司自行酌情決定）以相關外匯市場當時（由本公司自行酌情決定）的現貨匯率進行必要的貨幣兌換。

#### 責任及彌償

66. 本公司將盡力遵守及執行由客戶發出的並為本公司接受的關於帳戶或交易的指示，但本公司及其董事、僱員或代理人（除非已經證實他們或他們其中一人有欺詐、嚴重疏忽或故意失責行為所致）無須對任何客戶由下列情況引致的任何損失、費用或損害負有任何責任（不論是合約、民事侵權或其他法律責任）：
- 66.1. 本公司欠缺能力、不能或延遲遵守或執行任何指示或該指示含糊或有不完善之處；或
- 66.2. 本公司忠誠地按照或依仗客戶的指示行事，不論該指示是否在本公司或任何聯營公司或其任何董事、僱員或代理人給予任何提議、建議或意見後發出；或
- 66.3. 本公司因任何不受控制的原因導致不能履行本協議項下責任，包括但不限於任何政府或監管機構的限制、任何交易所（或其下屬部門）的關閉或裁定、暫停交易、通信器材、電子設備、電話出現中斷、故障、失效或失靈而致使命令傳遞延遲或其他互連問題、郵政或其他罷工或類似的工業行動、任何交易所、結算所、代理經紀、其他公司或人士未能履行其責任；或
- 66.4. 任何交易所、結算所、代理經紀或其他公司因任何原因停止承認本公司代表客戶所進行的任何證券交易的存在或有效性，或未能履行或撤銷任何該等合約，惟該等終止或未履行不能影響客戶在本協議下對於任何該等合約或從其產生的其他責任或義務；或
- 66.5. 任何以口頭或電子通訊方式發出或設置的指示被誤解或被錯誤詮釋，或電子通訊出現擠塞情況或任何其他原因導致傳達上出現延誤或錯誤，或接收及處理所傳達指示的通訊設備及所有其他有關設備、設施及服務出現任何機械故障、失靈、暫停或停止持續運作或有效，及本公司的電話或通訊系統出現機械故障或失效；或
- 66.6. 本公司、任何交易所、結算所、相關代理、其他公司或人士欠缺能力、未能或延遲將客戶的款項及/或證券轉至帳戶或客戶及時指定的銀行帳戶。
67. 在不影響上述第 66 條規定的條件下，即使本公司已經獲建議該等損失或損害的可能性，不管是由於疏忽或其他原因，本



- Service; or
- 66.6. any inability, failure or delay, whether or not on the part of the Company, any Exchange, Clearing House, Correspondent Agent, other company or person, to transfer Customer's monies and/or Securities to the Account or to the account of the bank designated by the Customer in a timely manner..
67. Without limiting the generality of Clause 6 above, neither the Company, its Associates, its Correspondent Agents nor any of its directors, officers, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Customer arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the Electronic Services or any delay or alleged delay in acting or any failure to act on any Instruction given by the Customer to the Company, even if the Company has been advised of the possibility of such loss and damage.
68. The Customer agrees to fully indemnify and keep indemnified the Company and its Associates and its Correspondent Agents and their directors, officers, employees and agents ("**Indemnified Persons**") against any loss, cost, claim, liability or expense, including but not limited to 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 this Agreement, or arising out of any breach by the Customer of any of its obligations under this 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.
69. Clauses and shall continue in effect notwithstanding the termination of this Agreement.

#### SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

70. In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under laws or this Agreement, all Securities, receivables, monies and other property of the Customer (held by the Customer either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Customer's obligations, arising from the Transactions, to the Company and its Associates.
71. In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or this Agreement, the Company for itself and as agent for any of its Associates, at any time without notice to the Customer, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Company or any of its Associates and the Company may set off or transfer any monies, Securities or other property in any such accounts to satisfy obligations or liabilities of the Customer to the Company or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.
72. Without limiting or modifying the general provisions of this Agreement, the Company may, without notice, transfer all or any such or properties interchangeably between any Accounts and any other accounts of its Associates.

#### JOINT AND SEVERAL LIABILITY/SUCCESSORS

73. Where the Customer comprises two or more individuals:
- 73.1. each such individual shall be jointly and severally liable for all obligations under this Agreement;
- 73.2. the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals unless the Company has

公司、聯營公司、相關代理及其董事、高級職員、僱員或代理人均無須對客戶因或聲稱因或有關使用電子服務或是未有按照任何由客戶給予本公司的指示行事所產生的任何延誤或聲稱延誤而蒙受的任何損失、費用或損害負責。

68. 客戶同意足額彌償及持續彌償本公司、聯營公司、代理經紀及其董事、高級職員、僱員及代理人(統稱「**獲賠償人士**」)因本公司根據本協議規定進行的任何交易或有關該等交易或所採取的其他形式的任何行動或不採取行動、或客戶違反其在本協議的責任,而蒙受或導致的所有損失、費用、索賠、負債及開支(包括但不限於法律費用),包括本公司收取欠本公司的任何債項及帳戶未付欠款而導致的任何合理費用、執行本公司在本協議下的權利或與結束帳戶有關的費用及任何交易所及/或結算所向本公司收取的罰款。
69. 即使本協議終止,第 66、67 及 68 條文的規定仍繼續有效。

#### 抵銷、留置及合併帳戶

70. 在不影響任何一般留置權、抵銷權或本公司根據法例或本協議可享有的其他類似權利情況下,除此以外,本公司於任何時候所持有或佔有的客戶的所有證券、應收款項、金錢及其他財產(由客戶個人或與他人共同持有)均受以本公司為受益人的一般留置權規限,作為抵銷或履行因交易而引發的所有客戶對本公司及其聯營公司的責任的持續抵押。
71. 在不影響任何一般留置權或本公司根據法例或本協議可享有的其他類似權利情況下,除此以外,本公司(作為其本身及作為其任何聯營公司的代理人),可於任何時候無須通知客戶的情況下,將客戶在本公司或其任何聯營公司所開設之任何性質的任何或所有帳戶(不論是個人或與他人共同持有)進行合併或整合。本公司可抵銷或轉讓任何該等帳戶中的任何資金、證券或其他財產,以履行客戶對本公司或其任何聯營公司的責任或債務,無論該等責任及債務為真實或有的、主要或附帶的、有抵押或無抵押的、共同或個別的。
72. 在不限制或修改本協議一般條款的情況下,本公司可無須通知而在任何帳戶之間或在其聯繫人的任何其他帳戶之間相互轉讓任何資產。

#### 共同及個別責任/繼承人

73. 當客戶包括兩名或由兩名以上個人組成時:
- 73.1. 該等人士須各自共同及個別對本協議項下所有義務負法律責任。
- 73.2. 本公司可接受自該等人士中的任何一位發出指令、給予其收據及與其進行所有目的的買賣,除非本公司接獲相反的書面指

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- received written Instructions to the contrary;
- 73.3. any payment made to any one of such individuals shall be a valid and complete discharge regardless of whether such payments are made before or after the death of any one of more of such individuals;
- 73.4. on the death of any of such individuals (being survived by any other such individuals), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Customer shall be enforceable by the Company against such deceased Customer's estate. The surviving Customer(s) shall give the Company written notice immediately upon any of them becoming aware of any such death;
- 73.5. This Agreement shall be binding on the Customer's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

## TRANSACTION NOTICES AND REPORTS

74. The Company will report to the Customer executions of Transactions:
- 74.1. promptly by telephone calls or facsimile; and/or
- 74.2. by sending to the Customer electronic communications of the transaction confirmation and account statement within two Business Days of the execution of the Transaction at the registered email (the "Registered Email") as stated in the Customer Information Form. Unless there has been no Transactions during any particular month, the Company will send the Customer electronic monthly statement showing a transaction summary for the month; and
- 74.3. by delivering to the Customer electronic statement to the Registered Email, unless by other means of communication otherwise agreed with the Company in such a manner as may prescribed by the Company from time to time.
75. The Customer shall have a duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify the Company in writing of any alleged error or irregularity therein within 7 Business Days or such other period of time as may be specified by the Company generally or in any particular case, after either the date of despatch of such confirmation or statement. Otherwise, the transaction confirmations, account statement and monthly statement shall be conclusive and the Customer shall be deemed to have waived any such error or irregularity and the Company will be released from all claims by the Customer in connection with the statement or any action taken or not taken by the Company regarding the Account.

## ELECTRONIC SERVICE AND ELECTRONIC COMMUNICATION

76. The Customer agrees to use the Electronic Service and/or electronic communication offered by the Company in the future only in accordance with the Cash Account Agreement and the Electronic Service Agreement annexed as Schedule II to this Cash Account Agreement.
77. The Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for such orders, which can be placed through the Electronic Service.
78. The Customer agrees to pay all subscription, service and user fees, if any, that the Company charges for the Electronic Service.

## REPRESENTATIONS AND WARRANTIES

79. The Customer represents, warrants and undertakes that:
- 79.1. The information contained pursuant to this Agreement is true, accurate and complete on which the Company is entitled to rely until the Company has received notice in writing from the Customer of any changes therein. The Company will be notified immediately in writing of any material changes

示;

- 73.3. 向任何該等人士其中一位作出的任何付款均為有效及全面履行，無論該等付款是否於該等人士一位或多位身故之前或之後作出;
- 73.4. 任何該等人士其中一人身故(即任何其他該等人士仍在世)，本協議將不會終止。倘身故客戶的遺產可由本公司強制處理以清還其生前所引起的任何負債，身故人士於帳戶中的權益將歸屬於生存者的利益。任何彼等知悉任何該等死亡後，各在世者應立即以書面方式通知本公司。
- 73.5. 本協議對客戶的後嗣、遺囑執行人、遺產管理人、個人代表、繼承人及承讓人(視乎情況而定)均具有約束力。

## 交易通知及報告

74. 本公司將可透過以下方式向客戶報告交易執行情況
- 74.1. 立即透過電話或傳真通知客戶;及/或
- 74.2. 於執行交易後兩個工作天內按《客戶資料表》所載的登記電郵(「登記電郵」)向戶發出有關交易確認書及帳戶結單的電子通訊。除非沒有任何交易，否則本公司將向客戶送當月的電子月結單，呈列當月交易概要;及
- 74.3. 向客戶登記電郵發送電子帳單，除此之外經本公司同意或本公司不時規定之其他通訊方式
75. 客戶有義務仔細檢查交易確認書、帳戶結單及月結單，並在有關確認書、帳戶結單及月結單發出後的七個營業日內或本公司指定的或在特殊情況下訂明的其他日期內，以書面方式通知本公司其中任何指稱錯誤或失當。否則，交易確認書、帳戶結單及月結單為結論性的，客戶將被視為放棄追究任何該等錯誤或失當的權利。而本公司也被免除了客戶提出的關於帳單的或關於本公司採取或未採取與帳戶有關的任何行動之所有索賠責任。

## 電子服務及電子通訊

76. 客戶同意根據現金帳戶協議及其附表二電子服務協議的規定，使用日後本公司所提供的電子服務及/或電子通訊
77. 本公司可按其絕對酌情權通過電子服務系統對所發出的買賣指令類型及其價格範圍施加限制。
78. 客戶同意支付本公司就電子服務收取的所有服務費用(如有)。

## 陳述及保證

79. 客戶聲明、保證及承諾
- 79.1. 根據本協議所提供的資料為真實、準確及完整，本公司有權依賴該等資料行事直到接獲客戶任何有關資料變動的書面通知。倘該等資料有任何重大變動，須立即書面通知本公司;
- 79.2. 本協議所有必要許可或授權均已取得且

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in such information;

- 79.2. Its all necessary consents or authorization which may be required for this Agreement have been obtained and are in full force and effect; and
- 79.3. The Customer has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Customer.

## RISK DISCLOSURE

80. The Customer declares and acknowledges that the Customer has been fully explained to the Risk Disclosure Statements published in the Company's official website and annexed as Schedule III and has been invited to seek independent legal and financial advice in relation to the matters as more particularly set out in the Risk Disclosure Statements. The Customer further declares that the Customer has carefully read the Risk Disclosure Statements and fully understands and accepts the contents of the same and agrees to be bound by the same.

## NOTICES AND COMMUNICATIONS

81. All notices, reports, statements, confirmations and other communications shall be in written form which may be personally delivered or transmitted by post or facsimile or through Electronic Service, if to the Customer, at the address, facsimile number or electronic mail address given to the Customer Information Form or at such other address, facsimile number or electronic mail address as shall be designated by the Customer in a written notice to the Company; and if to the Company, at its address at such office of the Company as the Company may from time to time select and notify the Customer.
82. All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:
- 82.1. at the time of delivery or transmission, if delivered personally, by facsimile or Electronic Service or Electronic Communication as described in Clauses 76 to 78; or
- 82.2. 2 Business days after the date of posting, if sent by local mail; or
- 82.3. 5 Business days after the date of posting, if sent by overseas mail.

## AMENDMENTS

83. The Customer agrees that the Company may amend the terms of this Agreement by giving the Customer a notice of the changes in writing at any time. Any amendment to this Agreement shall be deemed to have been accepted by the Customer unless written notice of objection is received by the Company within 10 Business Days after the date of despatch of the notification by the Company.

## ASSIGNMENT

84. The Customer agrees that the Company may transfer its rights and obligations under this Agreement without prior consent from the Customer. The rights and obligations of the Customer under this Agreement may not be assigned without the Company's prior written consent.

## GOVERNING LAW

85. This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the Laws of Hong Kong and may be enforced in accordance with the Laws of Hong Kong.
86. If the Customer is an individual or a company domiciled outside Hong Kong, the Customer hereby appoints nominee or any other substitute agent acceptable to the Company from time to time to be its process agent to receive all notices and communications relating to any legal proceedings involving the Customer. The Customer agrees that any service of any legal process on the process agent shall constitute sufficient service on the

具有十足效力及效用; 及

- 79.3. 客戶擁有權利及法律效力訂立並履行本協議項下的義務, 而本協議亦構成客戶的有效及具法律約束力的義務。

## 風險披露

80. 客戶聲明及確認其已獲關於本公司官方網站及附表三的風險披露聲明的詳盡說明, 且已被提請就更詳細載列於風險披露聲明的事項尋求獨立法律及財務意見。客戶進一步聲明其已仔細閱覽風險披露聲明, 且完全理解及接納其內容並同意受其約束。

## 通知及通訊

81. 所有通知、報告、報表、確認函件及其他通訊均為書面的, 可經由專人送遞、或郵件或傳真方式或透過電子通訊傳送, 如交付予客戶, 可按《客戶資料表》中所載列的地址、傳真號碼或電郵地址或者按客戶在向本公司發出的書面通知中所指定的該等其他地址、傳真號碼或電郵地址親自交付或透過郵局或傳真或透過電子服務交付或傳送; 如交付予本公司, 按本公司可不時選定及通知客戶的本公司辦事處地址。
82. 所有該等通知、報告、報表、確認函件及其他通訊將被視為已妥為送達:
- 82.1. 根據 76 至 78 條所述, 如親自、透過傳真或電子服務或電子通訊交付, 於交付或傳送時; 或
- 82.2. 如以郵遞發送至本地地址, 於寄發日期後兩個工作天; 或
- 82.3. 如以郵遞發送至海外地址, 於寄發日期後五個工作天。

## 修訂

83. 客戶同意本公司可在發給客戶書面變更通知書的情況下於任何時間修訂本協議的條款。對本協議所做的任何修訂將視為已獲客戶接納, 除非本公司於其發出通知日期起計 10 個工作日內收到反對的書面通知。

## 出讓

84. 客戶同意本公司可未經客戶事先同意的情况下轉讓本協議項下的權利及義務。客戶於本協議項下的權利及義務在未經本公司事先書面同意的情况下不可轉讓。

## 管轄法例

85. 本協議及其項下所有權利、義務及責任須受香港法例管轄, 並據此詮釋且可根據香港法例執行。
86. 倘客戶為居住在香港以外的人士或公司, 客戶須據此委任由本公司不時認可的代理人或任何其他替代人, 作為其法律文件接收人, 以接收任何與客戶有關的法律程序的所有通知及通訊。客戶同意就在香港





- Customer for the purpose of legal proceedings in the Hong Kong courts.
87. The Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.
88. General Time shall in all respect be of essence in the performance of all of the Customer's obligations under this Agreement.
89. A failure or delay in exercising any right, power or privilege in respect of this Agreement by the Company will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.
90. The Company undertakes to notify the Customer in the event of any material change in the other information provided to the Customer in their Agreement.
91. The Customer acknowledges and agrees that the legality, validity and enforceability of this Agreement and the provisions and Schedule(s) of this Agreement will not be affected at whatsoever in the event of any mis-spelling and/or type errors.
92. The Customer agrees and understands that:
- 92.1. in the event of any discrepancy between the English version of this Agreement (including its terms and conditions) and the Chinese version of this Agreement (including its terms and conditions), the English version shall prevail;
- 92.2. the Chinese version of this Agreement (including its terms and conditions) is provided for reference only; and
- 92.3. if the Customer has any doubt as to any aspect of this Agreement, its terms and conditions, or the actions to be taken hereunder, the Customer shall consult its legal adviser and/or other professional advisers before completing and executing this Agreement.
- 法院進行的法律訴訟而言，任何對法律文件接收人的送達，即構成為客戶的法律文件的妥善送達。
87. 客戶同意接受香港法院的非獨佔性司法管轄權的約束。
88. 對客戶履行本協議項下的所有義務，在任方面而言，時間性是關鍵要素。
89. 本公司未能或延遲行使與本協議有關的任何權利、權力或特權，不得視為放棄，而任何單獨或部分行使該等權利、權力或特權不會妨礙該等權利、權力或特權的任何後續行使或將來行使。
90. 本公司承諾如在客戶協議中所提供的任何其他資料發生任何重大變動，本公司將會通知客戶。
91. 客戶承認並同意本協議及其相關附表不會因任何錯別字及/或打印錯誤，而影響其有效性和權限性的法律約束。
92. 客戶同意及了解：
- 92.1. 如本協議的英文版本及其條款及細則與本協議的中文版本及其條款及細則有任何歧義，概以英文版本為準；
- 92.2. 本協議的中文版本及其條款及細則僅供參考；及
- 92.3. 如客戶對本協議的任何方面及其條款及細則或應採取的行動有任何疑問，於完成及簽署本協議前，客戶應向其法律顧問及/或其他專業顧問諮詢意見。



## SCHEDULE I 附表一

## Personal Information Collection Statement 個人資料收集聲明

This Statement is provided to the Customer as an individual Customer of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the "**Ordinance**"). Terms defined in this statement has the same meaning as in the Cash Account Agreement

## 1. Disclosure Obligation

Unless otherwise stated the Customer must supply the personal data requested on the Customer Information Form to the Company. If the Customer does not supply this data, it will not be possible for the Customer to "open an Account with the Company as the Company will not have sufficient information to open and administer the Account".

## 2. Use of Personal Data

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

- i. the Company and/or any of its Associates (the "**Group**");
- ii. any director, officer or employee of the Group;
- iii. any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Customer Instructions and the business of the Group;
- iv. any actual or proposed assignee of any rights and obligations of the Group in relation to the Customer; and
- v. any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group.

## 2.2 Purposes

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

- i. carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
- ii. ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
- iii. designing further products and Service or marketing a Group product to the Customer;
- iv. transfer of such data to any place outside Hong Kong;
- v. comparison with the Customer's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of:
  - (a) credit checking;
  - (b) data verification; and/or
  - (c) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Customer or any other person);
- vi. providing on the terms of any other agreements and services relating to the Customer;
- vii. any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body;
- viii. any other purpose relating to the execution of the Customer's Instructions or in connection with the business or dealings of the

本聲明乃根據香港《個人資料(私隱)條例》(「**條例**」)規定提供予本公司的個人客戶。本聲明中所界定的詞彙與現金帳戶協議中所界定的詞彙具相同涵義。

## 1. 披露義務

除非另有指明, 客戶須向本公司提供《客戶資料表》中所要求提供的個人資料。若客戶未有提供該等資料, 客戶將無法在本公司開立帳戶, 因本公司將沒有足夠資料開立及及管理帳戶。

## 2. 個人資料的使用

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

- i. 本公司及/或其他任何聯營公司(「**集團**」);
- ii. 集團任何董事、高級職員或僱員;
- iii. 集團於執行客戶指示及經營集團業務時而授權的任何人士(例如律師、顧問、代理人、託管人等);
- iv. 任何作為或被提名為集團對客戶所能行使權行或義務的受讓人;及
- v. 任何政府或監管機構或其他團體或機構, 無論是否根據適用於本集團屬下任何成員的法律或規例。

## 2.2. 目的

有關客戶的所有個人資料可由任何資料使用者就以下目的使用:

- i. 為資料使用者本身或協助其他財務機構進行新的或現有的客戶核實及信貸查核程序;
- ii. 持續地管理帳戶, 包括收取到期賬項及執行擔保、抵押或其他權利和權益;
- iii. 設計更多產品和服務或向客戶推銷集團的產品;
- iv. 將該等資料轉移至香港境外任何地方;
- v. 與客戶的個人等資料作出比較(而無須考慮資料來源及收集資料的目的, 亦無須考慮該資料是否從資料使用者或其他人士中取得)以便:
  - (a) 查核信任;
  - (b) 核實資料; 及/或
  - (c) 提供或核實可能需要的資料, 以便進行資料使用者或其他人士認為適合的行動(包括與客戶或其他人士權利、義務或權益有關行動);
- vi. 按任何其他協議或服務條款而提供的客戶個人資料;
- vii. 因為需要遵守任何法律、規則、法院指令或任何監管機構的指令;
- viii. 任何有關執行客戶指示或涉及集團





## Group.

## 3. Rights of Access and Correction

The Customer has the right to have access to and correction of the Customer's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Customer is entitled to:

- 3.1. enquire whether the company holds personal data in relation to the Customer;
- 3.2. request access to the Customer's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- 3.3. request the correction of the Customer's personal data; and
- 3.4. be given reasons if a request for access or correction is refused, and object to any such refusal.

## 4. Contact Person

If the Customer wishes to request access to and/or correction of personal data concerning the Customer, the Customer should address the Customer's request to the Data Protection Officer of the Company.

## 的業務或交易。

## 3. 查閱和更正資料權

根據《條例》的規定，客戶有權查閱和更正其戶口的個人資料。一般而言，在符合若干豁免規定的情況下，客戶有權：

- 3.1. 查詢本公司是否持有與客戶有關的個人資料；
- 3.2. 要求在合理時間內以合理和可理解的形式取得客戶個人資料，而須繳交付的費用亦不得過高；
- 3.3. 請求更正客戶的個人資料；及
- 3.4. 在其提出有關查閱或更正資料的要求遭拒絕的情況下獲知遭拒絕的原因，並對該拒絕提出反對。

## 4. 聯絡人士

若客戶希望查閱及/或更正與客戶有關的個人資料，客戶應向本公司的資料保護主任提出。



## SCHEDULE II 附表二

### Electronic Service Agreement 電子服務協議

This Electronic Service Agreement is supplemental to the Cash Account Agreement entered into by the Company and the Customer to which this Electronic Service Agreement is annexed whereby the Company agrees to provide to the Customer Electronic Service which enables the Customer to give electronic Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network. Where any conflict arises between the Cash Account Agreement and the provisions of this Electronic Service Agreement, the provisions of the former shall prevail.

#### INTERPRETATION

1. Terms defined in this Electronic Service Agreement have the same meanings as in the Cash Account Agreement unless stated otherwise.
2. The following expressions shall, unless the context requires otherwise, have the following meanings:

“Instruction Acknowledgement” means, in relation to an Instruction, whether to buy or sell Securities or to amend or cancel another prior Instruction, an acknowledgement by the Company of receipt of those Instructions;

“Login ID” means the Customer's identification, used in conjunction with the Password, to gain access to the Electronic Service;

“Electronic Service” means any means, any facilities or services provided by the Company, including (among others) CIS Third-Party Platform Official Account Service (“CIS Official Account Service”) 順安第三方平台官方帳號服務條款 (“順安官號服務”) which enables the Customer to give electronic instructions to purchase, sell and otherwise deal in Securities and/or to obtain Information and/or any services provided by the Company from time to time in accordance with the terms of the CIS Official Account Service. The detailed terms of services of the CIS Official Account Service will be stipulated in a separate agreement, and the Company may modify the relevant terms from time to time and shall be announced through the Company's official website;

“Information” means any transaction data, bid and ask quotations, news, reports, third party analysis' reports, research and other information, whether relating to securities and the securities markets or not;

“Password” means the Customer's password, used in conjunction with the Login ID, to gain access to the Electronic Service.

本電子服務協議附於本公司與客戶訂立的現金帳戶協議之後，以作為補充，據此本公司同意向客戶提供電子服務，使客戶可通過電腦或電話傳輸方式，在兼容的個人、家庭或小型商業電腦，包括能夠連接電訊網絡並帶有調制解調器、終端機或網路電腦等設備的互聯網儀器，發出電子指示和獲得報價及其他資訊。如現金帳戶協議與本電子服務協議內容有任何衝突，概以現金帳戶協議內容為準。

#### 釋義

1. 除非另有指明，電子服務協議之詞彙與現金帳戶協議所定義者具相同涵義。
2. 除非文義另有所指，下列表達具有下列涵義：

「指示確認」 指與指示有關，無論買賣證券或修改或取消先前指示，本公司接收該等指示之確認；

「登入證明」 指客戶身份，與密碼相連，以使用電子服務；

「電子服務」 指由本公司提供的任何設施或服務，其中包括順安第三方平台官方帳戶服務（「順安官號服務」），借此客戶能夠發出電子指示，從而進行買賣及以其他方式處置證券及/或獲得資訊及/或本公司不時根據順安官號服務條款提供的任何服務，有關詳細順安官號服務條款將有另行文件規定，本公司可不時修改有關條款的任何條文，並通過本公司之官網予以公佈；

「資訊」 指任何交易資料、出價、詢價、新聞、報道、第三方分析報告、研究及其他資料，而無論與證券及證券市場是否有關；

「密碼」 指客戶密碼，與登入證明相連，以使用電子服務。

3. References to “Instructions” in the Cash Account Agreement are deemed to include such electronic instructions given by means of the Electronic Service
4. “Transaction Notices and Reports” and “Notices and Communications” referred to in Clauses 74 & 75 and Clauses 81 & 82 of the Cash Account Agreement respectively may be sent solely by means of Electronic Service if

3. 在現金帳戶協議中，「指示」均被視為包含透過電子服務發出之電子指示。
4. 如客戶同意，分別於現金帳戶協議第76至77條及第83至84條條款所提及之「交易通知及報告」及「通知





the Customer so consents and such consent can be given initially as indicated in the Client Information Form or subsequently by Electronic Service.

## USING ELECTRONIC SERVICE

5. On the issuance by the Company to the Customer of its Login ID and Password, the Electronic Service shall be activated and the Company will notify the Customer.
6. The Customer agrees:
  - 6.1. that it shall use the Electronic Service only in accordance with this Electronic Service Agreement and the Cash Account Agreement;
  - 6.2. that it shall be the only authorized user of the Electronic Service;
  - 6.3. that it shall be responsible for the confidentiality and use of its Login ID and Password;
  - 6.4. that it shall be review every Instruction before entering it as it may not be possible to cancel the Instructions once given;
  - 6.5. that it shall be solely responsible for all Instructions entered through the Electronic Service using its Login ID and Password and any Instructions so received by the Company shall be deemed to made by the Customer at the time received by the Company and in the form received;
  - 6.6. that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use its Login ID and Password;
  - 6.7. that the Company has the right to suspend the Electronic Service if an incorrect Login ID and Password are entered on more than 3 occasions;
  - 6.8. if the Customer uses the Electronic Service that the Customer accesses by computer, the Customer agrees to provide the Company with the Customer e-mail address, to promptly provide the Company with any changes to the Customer e-mail address and to accept electronic communications from the Company at the e-mail address the Customer specified; and
  - 6.9. that it shall be bound by the consent given in Annexure A, to this Electronic Service Agreement or any other form of any consent the Customer gives through the Electronic Service for the Company to provide any notices, statements, trade confirmations and other communications to the Customer solely through Electronic Service; and
  - 6.10. that it shall logoff the Electronic Service immediately following the completion of each Electronic Service session.
7. Upon such receipt of Instructions from a Customer, the Company shall send an Instruction Acknowledgement. The Customer agrees that its receipt of an Instruction Acknowledgement is not a guarantee that its Instructions will be executed. If the Customer does not receive an Instruction Acknowledgement within 5 minutes following it entering Instructions into the Electronic Service, or if the Customer receives an Instruction Acknowledgement with error, the Customer is responsible for immediately contacting the Company to confirm that the Instructions were received. The Customer further agrees that non-receipt by it of the Instruction Acknowledgement does not necessarily mean its Instructions will not be executed. In the event that the Customer receives confirmation from the Company that the instructions have been executed but not in Instruction Acknowledgement, the Customer shall still be responsible for settling the trade.
8. Without limiting the generality of the foregoing, the Customer acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Electronic Service and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding any receipt by the Customer of an Instruction Acknowledgement in relation to the amendment or cancellation,

及通訊」可只透過電子服務傳送。客戶可於最初的《客戶資料表》中或其後通過電子服務形式表示同意。

## 使用電子服務

5. 本公司向客戶發出登入證明及密碼時，電子服務即可啟動，而本公司將向客戶發出通知。
6. 客戶同意：
  - 6.1. 僅遵照本電子服務協議及現金帳戶協議使用電子服務；
  - 6.2. 其為電子服務之唯一授權用戶；
  - 6.3. 為其登入證明及密碼之保密及使用負責；
  - 6.4. 由於指示一旦發出即可能無法取消，客戶須於發出指示前作出檢查；
  - 6.5. 須為使用其登入證明及密碼而透過電子服務發出之指示負全責，及本公司接收的任何指示將被視為由客戶於本公司接收的時間及按接收的形式發出；
  - 6.6. 如發現任何損失、盜竊或未獲授權使用其登入證明及密碼時應立即通知本公司；
  - 6.7. 如錯誤輸入登入證明及密碼超過三次，本公司有權終止電子服務；
  - 6.8. 如客戶透過電腦使用電子服務，客戶同意向本公司提供電郵地址，同意向本公司及時提供電郵地址的任何改變及以客戶所提供的電郵地址接收本公司的電子通訊；及
  - 6.9. 本公司可只透過電子服務向客戶發出任何通告、聲明、交易確認及其他訊息所作出的同意（內容載於本協議附件甲或其他表格），是對其具有約束力的；及
  - 6.10. 須於完成各電子服務環節後立即登出電子服務。
7. 本公司在收到客戶指示時會發出指示確認。客戶同意其接收指示確認並不保證其指示獲得執行。如客戶向電子服務發出指示後五分鐘內未收到指示確認，或收到的指示確認存有錯誤，客戶應立即聯絡本公司以確認本公司已收其指示。客戶亦同意其未收到指示確認並不意味其指示未獲執行。如客戶收到本公司的指示已獲執行的確認，但未收到指示確認，則客戶仍須負責結算該交易。
8. 在不限制前述事項的一般性的原則下，客戶確認並同意，指示一經電子服務發出即未必能予以修改或取消，惟其未獲公司執行者除外。在此情況下本公司將盡力修改或取消指示，然而即便客戶接收到有關修改或取消的指示確認，本公司概不保證已作出修改或取消。如修改或取消並未發生，客戶仍須對原先指示負責。
9. 直到本公司可於帳戶中擁有足夠可用



there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Customer shall remain liable for the original Instruction.

9. The Company shall not execute any Instructions of the Customer until there are sufficient cleared funds, Securities or other assets acceptable to the Company in the Account(s) to settle the Customer's Instructions.
10. The Customer shall have a duty to examine the Instruction Acknowledgement, transaction confirmation, account statement and the monthly statement carefully and to notify the Company in writing of any alleged error or irregularity therein within 7 Business Days or such other period of time as may be specified by the Company generally or in any particular case, after either the date of despatch of such confirmation or statement. Otherwise, the transaction confirmations, account statement and monthly statement shall be conclusive and the Customer shall be deemed to have waived any such error or irregularity and the Company will be released from all claims by the Customer in connection with the statement or any action taken or not taken by the Company regarding the Account.
11. Any notice or other communications including, but not limited to, written confirmations and statements of the Account(s) delivered to the Customer by the Company under this Agreement if by electronic means or devices shall be deemed made or given upon transmission of the message to the Customer. For the avoidance of doubt, the Customer agrees that it is the Customer's duty to notify the Company immediately if the Customer does not receive the Company's regular statements of the Account or such Instruction Acknowledgement and/or other means of advice from the Company in respect of any Transactions within the time usually required for receipt of similar statements, Instruction Acknowledgement and/or advice.
12. The Customer shall only use the Electronic Service in Hong Kong or other jurisdiction where the Electronic Service may lawfully be provided by the Company and its Associates and used by the Customer.

## PROVISION OF INFORMATION

13. The Company may convey to the Customer by Electronic Service Information. The Customer may be charged a fee for the Information. The Company obtains Information from Exchanges and markets and from third-parties that transmit Information (collectively referred to as "the Information Providers").
14. The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Customer shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
15. The Customer agrees not to:
  - 15.1. reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manner without the express written consent of the Company and the relevant Information Provider(s);
  - 15.2. use the Information for any unlawful purpose;
  - 15.3. use the information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading securities listed on the SEHK; and
  - 15.4. disseminate the Information to third parties.
16. The Customer agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Electronic Service.
17. The Customer shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.

## INTELLECTUAL PROPERTY RIGHTS

18. The Customer acknowledges that the Electronic Service, and the software

的資金、證券或其他本公司可接受的資產以結算客戶指示時，本公司方會執行客戶指示。

10. 客戶有義務仔細檢查指示確認、交易確認、帳戶結單及月結單，並在有關確認書、帳戶結單及月結單發出後的七個營業日內或本公司一般指定的或在特殊情況下訂明的其他日期內，以書面形式通知本公司其中任何指稱的錯誤或不當之處。否則，交易確認書、帳戶結單及月結單即為結論性的，客戶將被視為放棄追究任何該等錯誤或失當的權利。而本公司也被免除了客戶提出關於帳單的或關於本公司採取或未採取與帳戶有關的任何行動之所有索賠責任。
11. 任何通告或其他通訊（包括但不僅限於書面確認及本公司根據本協議向客戶發出之帳戶結單）如已透過電子方式及設備發出，則視為已向客戶妥善傳遞。為免生疑，客戶同意，如在一般要求的時間內客戶仍未收到本公司任何交易的指示確認及/或帳戶結單等資料，客戶則有義務立即通知本公司。
12. 客戶只可在香港或本公司及其聯營公司可合法提供電子服務的其他司法管轄區由其本人使用電子服務。

## 資訊提供

13. 本公司透過電子服務向客戶傳遞資訊。客戶可能須為資訊支付費用。本公司從聯交所、市場及傳送資訊的第三方（統稱「資訊供應商」）獲取資訊。
14. 資訊乃是本公司、資訊供應商或其他人的資產，且受版權保護。客戶除自用或在其日常業務中使用有關資訊外，不得在其他方面使用該資訊或其任何部分。
15. 客戶同意不會：
  - 15.1. 在未經本公司及相關資訊供應商明確書面同意之前，以任何方式複製、傳輸、散播、出售、分銷、出版、廣播、傳播或在商業上利用資訊作非法用途；
  - 15.2. 以任何非法目的使用資訊；
  - 15.3. 將資訊或其任何部分用於建立、維持或提供或協助建立、維持或提供一個買賣香港聯交所上市證券的交易場所或交易服務；及
  - 15.4. 向第三方傳播資訊。
16. 客戶同意遵守本公司合理的書面要求，以保護資訊供應商及本公司在資訊及電子服務中各自的權利。
17. 客戶須遵守本公司不時作出有關批准使用資訊的合理指示。

## 知識產權

18. 客戶確認電子服務及其中包含的軟件乃本公司的財產。客戶保證並承諾，不會亦不企圖以任何方式篡改、修正、破解、逆向設計或取代、並不會企圖獲取

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

19. The Customer acknowledges that the Information or market data made available to it through the Electronic Service may be proprietary to third parties and the Customer agrees that it will not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

## LIMITATION OF LIABILITY AND INDEMNIFICATION

20. The Company, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond the Company's reasonable control including, without limitation;
- 20.1. delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under our control;
- 20.2. delays, inaccuracies, omissions in or unavailability of research, analysis, market data, Information and other information, whether provided through the Electronic Service, the Company's website or in any other form, prepared by the Company, its Associates or third parties;
- 20.3. unauthorized access to communications systems, including unauthorized use of the Customer access number(s), password(s) and/or account numbers; and
- 20.4. war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
21. The Customer agrees to defend, indemnify and hold the Company, its Correspondent Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to legal fees) arising from the Customer violation of the Cash Account Agreement (including this Electronic Service Agreement), applicable securities and futures laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Electronic Service Agreement.

## TERMINATION OF ELECTRONIC SERVICE

22. The Company reserves the right to terminate the Customer's access to the Electronic Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Customer Log-in ID, Password(s) and/or account number(s), breach of this Electronic Service Agreement or the Cash Account Agreement, discontinuance of the Company's access to any information from any Information Provider or termination of one or more agreements between the Company and the Information Providers.
23. In the event of termination by the Company, the Information Providers and the Company shall have no liability to the Customer; provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Customer for the portion of the Electronic Service not furnished to the Customer as of the date of such termination.

未授權使用電子服務的任何部分或任何其中包含的軟件。客戶同意，若客戶違約，或本公司懷疑客戶已違背保證及承諾，本公司有權終止電子服務協議。客戶確認其透過電子服務所取得的資訊及市場數據可能是第三方專有的，客戶同意，除非事先獲得該等權利擁有者的批准，客戶不會上傳、郵寄、複製或分銷任何受版權或其他知識產權（以及公開及私隱權）保護的資訊、軟件或其他資料。

## 責任及彌償限制

20. 本公司、其代理經紀及資訊供應商對超出本公司合理控制範圍的情況下所引致客戶的任何損失、費用、支出或負債概不負責，該等情況包括但不僅限於：
- 20.1. 通過不受本公司控制的電話、電子或其他系統與本公司通訊往來的延誤、失靈或不準確；
- 20.2. 本公司、其聯營公司或第三方透過電子服務、本公司網站或其他方式提供的研究、分析、市場數據、資料及其他資料之延遲、不準確、遺漏或無法取得；
- 20.3. 未獲授權使用通訊系統，包括未獲授權使用客戶登錄號碼、密碼及/或帳戶號碼；及
- 20.4. 戰爭或軍事行動、政府管制、勞動糾紛或任何市場或交易所關閉或交易中斷、惡劣的天氣情況及天災。
21. 客戶同意，如客戶違反現金帳戶協議（包括本電子服務協議）、適用的證券及期貨法律或規例，或侵犯任何第三方權利（包括但不僅限於侵犯版權法、任何知識產權及私隱權）而引致的任何申索、損失、責任費用及支出（包括但不僅限於律師費），客戶將就此對其作出賠償，及保證本公司、其代理經紀及資訊供應商不會因此而招致任何損失。此義務在電子服務協議終止後仍然有效。

## 電子服務終止

22. 本公司保留權利，並有絕對酌情權而無須通知及不受限制地以任何原因，包括但不僅限於未經授權使用客戶登入證明、密碼及/或帳戶號碼、違反本電子服務協議或現金帳戶協議、本公司未能向資訊供應商取得任何資訊或本公司與資訊供應商所簽訂的一個或多個協議被終止，終止客戶存取電子服務或其中任何部分的權利。
23. 如本公司終止電子服務，資訊供應商及本公司將不會對客戶負上任何責任。但若本公司在無任何理由下終止電子服務，本公司將按比例退還客戶已付但於終止日起並未在電子服務使用的款項。

## 風險因素



**RISK DISCLOSURE**

24. The Customer acknowledges and accepts the relevant risk of using the Electronic Service contained in Schedule III.

**GENERAL**

25. In the event of any dispute between the parties, the Customer agrees that the records of the Company (including electronic records) shall prevail.
26. In the case where the Company has entered into a licensing agreement with the Stock Exchange Information Service Limited ("SEIS"), the Customer authorizes the Company to provide information on the Electronic Service supplied to the Customer hereunder to SEIS, to enable the Company to comply with the licence agreement between SEIS and the Company relating to market datafeeds.

24. 客戶確認並接受載於附表三關於使用電子服務的相關風險。

**一般事項**

25. 若雙方發生爭議, 客戶同意以本公司紀錄(包括電子紀錄)為準。
26. 倘本公司與香港聯合交易所資訊服務有限公司(「聯交所資訊公司」)已訂立特許權協議, 客戶授權本公司向聯交所資訊公司提供在本協議項下向客戶提供電子服務有關的資訊, 使本公司遵守與聯交所資訊公司就市場數據傳輸所訂立的特許權協議。





## SCHEDULE III 附表三

## Risk Disclosure Statements 風險披露聲明

## 1. Risk of Securities Trading

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than the profit made as a result of buying and selling securities. The customer should understand the risks of investment in stock market before they make investment decisions. The customer shall also assess their abilities and willingness in assuming such risks. The customers are also advised to seek the independent financial advice if they wish.

## 2. Risk of Trading Options

The risk of loss in trading options is substantial. 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. You will remain liable for any resulting deficit in your account. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your rights and obligations upon exercise or expiry.

## 3. Risk of Providing an Authority to Hold or to Direct Mail to Third Parties

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

## 4. Risk of Trading Growth Enterprise Market Stocks

- 4.1. 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.
- 4.2. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 4.3. Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.
- 4.4. You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

## 5. Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited

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

## 6. Risks of Client Assets Received or Held Outside Hong Kong

Assets of yours which are received or held by us outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas

## 1. 證券交易的風險

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。客戶作出投資決定前應理解股票市場風險，自行評估本身承受風險的能力，及可徵詢獨立財務顧問的意見。

## 2. 期權交易的風險

買賣期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，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。你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，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期權，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你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

## 3. 提供代存郵件或將郵件轉交第三方的授權書的風險

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

## 4. 買賣創業板股份的風險

- 4.1. 創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。
- 4.2. 你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。
- 4.3. 現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。
- 4.4. 假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

## 5. 於香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險

按照納斯達克-美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設。閣下在買賣該項試驗計劃的證券之前，應先諮詢交易員的意見並熟悉該項試驗計劃。

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jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as the conferred on those assets which are received or held in Hong Kong.

#### 7. Risks of leaving Securities in the custody of the Company and its Associates

The Customer acknowledges that there are risks in leaving Securities in the custody of the Company and its Associates. For example, if the Company is holding the Customer's Securities and becomes insolvent, the Customer may experience significant delay in recovering securities. These are risks that the Customer is prepared to accept.

#### 8. Risks of using Electronic Service under the Electronic Service Agreement

- 8.1. If the Customer undertakes Transactions via Electronic Service, it will be exposed to risks associated with the Electronic Service system including the failure of hardware and software, and that the result of any system failure may be that its order is either not executed according to its Instructions or is not executed at all;
- 8.2. Due to unpredictable suspension or traffic congestion in communication and other reasons, Electronic Service may not be reliable and that Transactions conducted via Electronic Service are subject to delays in transmission and receipt of its Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time its Instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Customer as a result of such interruptions or delays or access by third parties. The Customer should not place any Instruction with us over the Electronic if the Customer is not prepared to accept the risk of such interruptions or delays;
- 8.3. Messages sent over the Electronic Service or the internet cannot be guaranteed to be completely secure. The Customer shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages or instructions either sent to or received from the licensed or registered person's systems. The Company, its Associates and its Correspondent Agents shall not be responsible for any losses or damages incurred or suffered as a result thereof.
- 8.4. Market data and other Information made available to the Customer through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or Information to be reliable, neither the Company nor such third parties guarantees the timeliness, accuracy, completeness or timeliness of any such market data or information. The Company accepts no responsibility for any loss which may be incurred by the Customer as a result of inaccuracy, error in, omission, unavailability or interruption of any such market data or information whether due to any act of the Company or by any forces beyond the control of the Company; and
- 8.5. Access to the Electronic Service or internet may be limited or unavailable during periods of peak demands, market volatility, systems upgrades or maintenance or for other reasons. Any communication through the Electronic Service or the internet or other electronic medium may be subject to interruption,

閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

6. 在香港以外地方收取或持有客戶資產的風險  
本公司在香港以外地方收取或持有屬於你的資產，是受到有關海外司法管轄區的適用法律及規例所監管。這些法律及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，該等資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

#### 7. 將證券存放於本公司及其聯營公司託管的風險

客戶確認將證券存放於本公司及其聯營公司託管存有風險。例如，本公司持有客戶證券並破產，客戶取回所屬證券將可能受到延誤。此乃客戶須準備接受的風險。

#### 8. 在電子服務協議下使用電子服務的風險

- 8.1. 如客戶透過電子服務進行交易，將須承受與電子服務系統有關之風險，包括有關系統軟硬件故障。而任何系統故障將可能導致你的買賣盤不按指示執行或完全無法執行；
- 8.2. 由於通訊中不可預測的中止或通路堵塞及其他原因，電子服務不一定可靠，透過電子服務進行的交易在傳輸和接收你的指示或其他資訊過程中可能會被耽誤、延遲執行你的指示或有關指示有別於你發出指示時的價格執行、指示在傳輸時中斷或停頓等風險。在通訊過程中也存在誤解或錯誤的風險，以及在發出指示後無法取消。本公司不對任何因該等中斷或延遲或被第三方進入而造成的客戶損失負責。如客戶不能接受此類中斷或延遲的風險，則客戶不應向本公司透過電子方式發出任何指示；
- 8.3. 本公司無法保證電子服務或網路傳遞之信息完全安全。客戶應明白及承受經由許可或註冊的個人系統所傳送或接收的任何信息或指示時所引致的任何延遲、損失、變更、替代、出錯或病毒感染的風險。本公司、其聯營公司或及其相關代理人不會對因此而引起或承受的任何損失或毀壞承擔任何責任；
- 8.4. 客戶透過本公司電子服務使用的市場數據及其他資訊可能是由本公司向第三方獲取的。雖然本公司相信該等市場數據及資訊是可信賴，但本公司及第三方均不會保證任何該等市場數據或資訊的準確性、完整性或適時性。本公司概不對因該等市場數據或信息不準確、錯誤、遺漏、無法使用或中斷（不論是由於本公司任何行為或本公司能力無法控制所造成）導致之客戶損失負責；
- 8.5. 由於需求高峰、市場波動、系統升級或維護或其他原因，電子服務或網路的使用可能受到限制或無法使用。任何透過電





transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the control of the Company, its Associates and its Correspondent Agents. The internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the Registered Email at all. Moreover, communications and personal data may be accessed by unauthorized third parties, and there are risks of misunderstanding or error in any communication and that such risks shall be absolutely borne by the Customer.

子服務或網路或其他電子媒介的通訊均可能因不可預計的通路堵塞或本公司、其聯營公司及其相關代理無法控制的其他因素而中斷、傳輸終止或傳輸延遲。由於其技術限制，網路乃一不可靠之通訊媒介。由於該等不可靠性，資訊傳送或接收將可能有所延遲。帳戶結單可能無法送往登記電郵。此外，客戶須完全承擔因通訊及個人資料可能被未授權的第三方使用及通訊可能出現誤解或錯誤所引致的風險。



## SCHEDULE IV 附表四

## Internet Trading Services 網上交易服務

## 1. Note to Clients

- 1.1. To protect your interest, please avoid using computer shares with others to log-in "Internet Trading Services". If you cannot avoid this, we recommend that you should log-out "Internet Trading Services" from internet and close the browser after you have finished "Internet Trading Services" session.
- 1.2. Please do not leave your computer when you are using.
- 1.3. Please do not disclose your Login ID and password to third parties.
- 1.4. If you wish to record the password in any manner, please carefully arrange for the proper manner of record and do not allow third party to easily identify the relevant numbers as your password.
- 1.5. Please do not change your password to such numbers that are relating to your personal data such as your telephone number or ID card number.
- 1.6. After having dealt with transactions through "Internet Trading Services", please remember to log-out "Internet Trading Services" before you access to other website(s).
- 1.7. After you have successfully sent out the buy, sell or cancel order, the system will display the order in the completed/pending completion column to show that the relevant order has been received by us. However, this does not mean that your order has been successfully executed in the market. You should access to 'Order Status' field to inquire the latest status of the order.
- 1.8. "Internet Trading Services" only accepts the orders for purchase and sale of shares listed in Hong Kong and denominated in Hong Kong dollars. If you wish to purchase or sell non-Hong Kong listed share (such as Jardine-related shares), bonds, NASDAQ shares, any non-Hong Kong dollars denominated shares or odd lot shares, please visit our office or call the responsible Account Executive to process the relevant transactions.
- 1.9. Under normal circumstances, when an order has been given through the internet, the Company will provide the order status in the completion column to confirm the receipt of such order. If there is breakdown in your computer or disconnection of the internet linkage in the course of the processing of the order and you are uncertain as to whether the order has been duly completed, you may visit our office or call your responsible Account Executive to enquire the status of the order.

## 2. Disclaimers

The Company and its employee shall have no responsibilities or liabilities for the completeness, accuracy and validity of the contents of any documents or instructions relating to securities issued by third party(ies) to the Company. Any indication of investment shall not constitute any recommendation for the purchase and/or sale of securities. The customers shall conduct their own independent assessment and research on the contents of those documents or instruments. The securities prices for securities services are provided by the Stock Exchange of Hong Kong and other information provider(s) as selected by the Company. Whilst the Company and The Stock Exchange of Hong Kong and/or the other information provider(s) do not guarantee the accuracy and reliability of such information and shall not be responsible for any losses suffered by the

## 1. 客戶須知

- 1.1. 為保障閣下的利益，請盡量不要與他人共用一台電腦登入“網上交易服務”，若有需要，本公司建議閣下在使用完畢後，謹記登出“網上交易服務”及完全退出瀏覽器。
- 1.2. 請勿在使用服務途中離開閣下的電腦。
- 1.3. 請勿將登入名稱或密碼告知他人。
- 1.4. 若閣下需要以任何形式記錄密碼，請小心安排記錄方式，不要讓第三者容易知悉有關數字乃閣下之密碼。
- 1.5. 請勿將密碼更改為閣下個人資料有關的號碼，例如閣下的電話號碼或身分證號碼。
- 1.6. 在完成所有需處理的交易後，請謹記先行登出“網上交易服務”，然後才瀏覽其他網頁。
- 1.7. 在成功發出買、賣或取消交易指示後，系統會顯示有關指示在待成交/處理中欄內，表示有關指示被本公司接納，但不表示該交易指示在市場被成功執行，閣下須進入交易指示狀態欄查詢該指示的最新處理情況。
- 1.8. “網上交易服務”只接受在本港上市及以港元結算的證券進行買賣。若閣下打算買賣非本港上市證券（如怡和系）、債券、納斯達克證券、非港元結算的證券或碎股，請親臨本公司或致電客戶服務主任辦理有關交易。
- 1.9. 在正常情況下，每項經網上發出的交易指示，在指示完成後，有關交易指示會在完成欄內顯示，以確定交易已被接納。如在處理交易指示途中，閣下的電腦出現故障，或互聯網絡線路中斷，以致未能確定交易是否已經完成，閣下可親臨本公司或致電客戶服務主任，查詢有關交易。

## 2. 免責聲明

本公司及其員工對提供或轉發其他機構所提供任何證券及其他推介資料，有關內容完整、準確及有效性不作任何形式的保證。任何投資取向亦不構成任何買賣建議，閣下應進行獨立的評估及適當的研究，以對內容加以參考取捨，而證券服務提供之證券價格資料是由香港聯合交易所及其他由本公司選擇的資訊供應商提供。儘管本公司與香港聯合交易所及其他本公司所選擇的資訊供應商會盡力確保所提供的資料的準確性及可靠性，本公司與香港聯合交易所及其他本公司所選擇的資訊供應商並不保證資料的準確性及可靠性，亦不會承擔任何由於資料的不準確性或不全面而令閣下蒙受損失的責任。按照納斯達克-美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投





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

#### Cash Client Supplemental Agreement

If the Company solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to its financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Customer to sign and no statement the Company may ask the Customer to make derogates from this clause.

資者而設。閣下在買賣該項試驗計劃的證券之前，應先諮詢交易員的意見並熟悉該項試驗計劃。閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

#### 現金帳戶補充協議

假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本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。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

