



PATRONS SECURITIES LIMITED  
百惠證券有限公司

證券客戶協議及附表  
SECURITIES CLIENT AGREEMENT  
AND  
SCHEDULE

(Licensed with the Securities and Futures Commission as a licensed corporation (CE No. BPQ161)) for dealing in securities under Type 1 and Type 4 (dealing in securities) regulated activities of Part 1 in Schedule 5 to the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong Limited.)

(获证券及期货事务监察委员会发牌的持牌法团(中央编号：BPQ161) 可经营证券及期货条例附表 5 第 1 部份中所指第 1 类和第4类 (证券交易) 受规管活动以及是香港联合交易所有限公司参与者)

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# SECURITIES CLIENT AGREEMENT

## 客户协议书

To : PATRONS SECURITIES LIMITED

致 : 百惠证券有限公司

In consideration of your opening and maintaining at my/our request of one or more securities trading account(s) for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description, I/we, the undersigned hereby agree to effect transactions as hereinafter defined subject to the following terms and conditions of the Client Agreement for Cash Account (“the Agreement”):

鉴于本人(等) 咨询贵 司要求开立及持续运作一个证券买卖账户给本人(等); 并且鉴于贵 司同意作为本人(等)的代理或经纪, 以执行各式及各类证券买卖指示见下文释义, 本人(等)兹同意根据下列条款及细则进行交易(“协议书”):

### Part A.

#### Definitions and Interpretations

定义及诠释

Unless otherwise stated, in these terms and conditions:

除非本文另有所指, 在本条款及细则中 :

“Account” “账户”	means any one or more securities trading accounts now or thereafter opened in the name of the Client with the Company in connection with this Agreement 「帐户」指当前或今后根据本协议以客户名义在本公司开立的任何一个或多个证券户口交易帐户;
“Account Opening Information Form” “开户数据表”	means the account opening form entered into by me/us with you for opening of one or more securities trading account(s), together with any declaration, information, notes and statements thereto to be completed and signed by you and, as the context requires, any amendments made thereto from time to time; 指为开立一个或数个交易账户而由本人(等)填写并递交予贵 司的开户申请表, 以及将由本人(等)填写及签署的与此有关的任何声明、信息、备注及陈述书, 连同适用的任何不时修订的最新版本;
“Applicable Laws and Regulations” “适用法律及法规”	means: (i) any local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions (including but not

	<p>limited to any applicable intergovernmental agreements entered into pursuant to FATCA) which in your sole discretion you are obligated to comply with; (ii) any agreement between you and any Authority (including but not limited to any agreements entered into pursuant to FATCA); and (iii) any code of conduct, guidelines, best practices, or internal policies of you adopted or implemented to facilitate your compliance with (i) or (ii);</p> <p>指: (i) 任何当地或外国法律、法例、规例、要求、指导、指引、规则、实务守则, 无论其是否与贵司全权酌情认为其须遵守的两个或多个司法管辖区的政府或监管机构订立的政府间协议有关 (包括但不限于任何可适用的根据 FATCA 所订立的政府间协议); (ii) 贵司与任何机构所订立的协议 (包括但不限于任何根据 FATCA 所订立的协议); 以及 (iii) 任何贵司为遵循 (i) 或 (ii) 所采用或实施的任何行为守则、指引、最佳作业标准或内部政策;</p>
<p>“Authority” “机构”</p>	<p>means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong;</p> <p>指任何国家、州、或地方政府及其任何政治分部, 在香港或海外的任何司法管辖区的任何机构、机关、部门 (无论属司法或行政)、监管或自我监管组织、执法机构、法院、中央银行或税务机关;</p>
<p>“Authorized Person” “获授权人士”</p>	<p>means, if I/we consist of one or more individuals, each such individual and any other person(s) as may from time to time be appointed by me/us and notify to you in writing or, if I/we are a body corporate, any director or other person specified as an Authorized Person in the Account Opening Information Form or in any document of authorization of that body corporate, and in either case such other person(s) as appointed in substitution therefor or in addition thereto and notified in writing to you by an Authorized Person from time to time provided that any such appointment of other Authorized Person(s) shall be effective from the time of actual receipt of notification by us;</p> <p>就一名或数名自然人客户而言, 是指各自然人及本人(等)不时指定并以书面通知贵司的任何其他人士; 就法人实体而</p>

	<p>言，是指开户数据表或法人实体的任何其他授权文件中被指定为获授权人士的任何董事或其他人士；而在以上任何一种情形下，均包含获授权人士不时就此指定并以书面通知贵司的替代或新增的其他人士；惟获授权人士的任何此类指定仅在经纪人实际收到其通知之时生效；</p>
<p>“Automatic Exchange of Financial Account Information” or “AEOI” “自动交换财务帐户数据”或“AEOI”</p>	<p>means the Organization for Economic Co-operation and Development (OECD) Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance (including without limitation, any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above) ;</p> <p>指经济合作与发展组织(OECD)之自动交换财务账户税务资料之标准 — 共同申报准则及任何相关指引(包括但不限于为使上述事情产生效力而在香港制订之法例、规则或指引)；</p>
<p>“Clearing House” “结算所”</p>	<p>means HKSCC in relation to Stock Exchange and, in relation to any other stock exchange, the clearing house providing services similar to those of HKSCC to such other stock exchange;</p> <p>指就香港联交所而言，即为香港中央结算有限公司；若是指任何其他证券交易所，则是指为此类其他证券交易所提供与香港中央结算有限公司类似服务的结算所；</p>
<p>“Client Money Rules” “客户款项规则”</p>	<p>means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;</p> <p>指证监会根据《证券及期货条例》第149条的规定制定的《证券及期货（客户款项）规则》（香港法例第571I章）以及经不时修订的新版本；</p>
<p>“Client Securities Rules” “客户证券规则”</p>	<p>means the Securities and Futures (Client Securities) Rules (Chapter 571H of the Laws of Hong Kong) made by the SFC under section 148 of the Securities and Futures Ordinance as amended from time to time;</p> <p>指证监会根据《证券及期货条例》第148条的规定制定的《证券及期货（客户证券）规则》（香港法例第571H章）以及经不时修订的新版本；</p>

<p>“Consenting Person” “同意人士”</p>	<p>means I/we and any person other than me/us who is beneficially interested or financially interested in the payments with respect to the Account. For the avoidance of doubt, this term includes but is not limited to a director or officer of a company, partners or members of a partnership, any substantial owner or controlling person or beneficial owner, the trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent, nominee or client of me/us or any other persons or entities having a relationship to me/us that is relevant to its relationship with you as determined in your sole discretion;</p> <p>指针对账户在实质上或经济上有付款责任的本人(等)及除本人(等)以外的任何人士。为免生疑虑，同意人士包括但不限于贵司的董事或职员、合伙企业的合伙人或成员、任何主要拥有人或控制人或实益拥有人、受托人、信托的财产授予人或保护人、指定账户的账户持有人、指定付款的付款人、代表、代理人、代名人或本人(等)的客户，或任何贵司自行认为与本人(等)有关系的其他人士或实体；</p>
<p>“Exchange” “交易所”</p>	<p>means the Stock Exchange and any other stock exchanges outside Hong Kong;</p> <p>指香港联交所及香港境外的任何其他证券交易所；</p>
<p>“HKSCC” “香港结算”</p>	<p>means the Hong Kong Securities Clearing Company Limited;</p> <p>指香港中央结算有限公司；</p>
<p>FATCA” “海外账户税收合规法案</p>	<p>means the Foreign Account Tax Compliance Act enacted and codified as Sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended, and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong;</p> <p>指被制定并编纂在《1986年美国国内收入法》第1471条至1474条的《海外账户税收合规法案》，与其不时之修订，以及在香港或海外的任何司法管辖区的任何有关的类似或相近的立法文件、条约、政府间协议、法规、指令、或任何机构的官方指导；</p>
<p>“Hong Kong Dollar” “港元”</p>	<p>means the lawful currency of Hong Kong;</p> <p>指香港的法定货币港元；</p>
<p>“Hong Kong” “香港”</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China;</p> <p>指中华人民共和国香港特别行政区；</p>

<p>“Instruction(s)” “指示”</p>	<p>includes any instructions given by me/us or any Authorized Person, which in any way relate to, arise out of and/or are in connection with these terms and conditions, the Account or (without limitation to the sense of the foregoing) any services to be provided by you, whether such instructions are given orally, in writing, by facsimile and/or by electronic means. Any such instructions given by an Authorized Person shall be subject to any specific limitations as from time to time specified by me/us, or by you as approved by me/us;</p> <p>包括本人(等)或任何获授权人士以任何方式作出的有关及/或由本条款及细则、账户或（不限于前述意思）或贵司提供的任何服务的任何指示，无论是以口头、书面、传真及/或电子形式作出的此类指示。获授权人士作出的任何此类指示必须符合贵司不时规定的具体限制或由本人(等)规定并由贵司批准的限制；</p>
<p>“Internet Service” “互联网服务”</p>	<p>means any services and facilities that may be provided by you including without limitation to any dealings relating to the Securities, upon being instructed by me/us</p>
	<p>using any online communication devices as approved by you from time to time;</p> <p>指贵司提供的任何服务及设施，包括但不限于根据本人(等)使用由贵司不时批准的任何网上通信设备作出的指示而进行的任何有关证券交易；</p>
<p>“Notice on Personal Data” “个人资料告示”</p>	<p>means the notice to me/us relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) issued by us, as amended from time to time;</p> <p>指贵司向本人(等)签发的有关《个人资料（私隐）条例》（香港法例第486章）的通知，以及不时修订及更新的该等版本；</p>
<p>"Personal Information" “个人资料”</p>	<p>means: (i) where any Consenting Person is an Individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number, social security number, citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as you may require regarding the Consenting Person; and (ii) where I/we and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status (as indicated on IRS Form W-8 or W-9, for example), tax residency, registered address or address</p>

	<p>of place of business of its substantial shareholders and controlling persons, or (if applicable) such information as you may require regarding the Consenting Person, each of its substantial shareholders and controlling persons;</p> <p>指：（i）当任何同意人士为个人时，他/她的全名、出生日期及地点、居住地址、邮件地址、联系数据（包括电话号码），及任何纳税人识别号、社会保障号码、公民身份、居民地及税务上的常驻国家或（如适用）贵司所要求的有关同意人士的其他资料；及（ii）当本人(等)及任何同意人士是一间公司/实体时，其注册或成立日期及地点、注册地址、营业地址、税务识别编号、（如IRS表格W-8或W-9所述之）税务状况、税务上的常驻国家，每一个主要股东及控制人的注册地址或营业地址，或（如适用）贵司所要求的任何同意人士及每一个主要股东及控制人的其他数据。</p>
<p>“Securities” “证券”</p>	<p>includes the meaning in Schedule 1 of the Securities and Futures Ordinance, but for the avoidance of doubt, shall also include warrants, unlisted securities (including mutual funds), securities to be listed on the Stock Exchange and securities listed and/or traded on any Exchange or any over-the-counter markets;</p> <p>包括《证券及期货条例》附表一中之定义；为免生疑问，亦包括权证、未上市证券（包括互惠基金）、准备在联交所上市的证券及/或在任何交易所或任何场外市场交易的任何证券；</p>
<p>“Securities and Futures Ordinance” “《证券及期货条例》”</p>	<p>means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or re-enacted from time to time;</p> <p>指《证券及期货条例》（香港法例第571章），以及不时对该条例作出的修订或重新立法；</p>
<p>“SFC” “证监会”</p>	<p>means the Securities and Futures Commission of Hong Kong;</p> <p>指香港证券及期货事务监察委员会；</p>
<p>“Stock Exchange” “联交所”</p>	<p>means The Stock Exchange of Hong Kong Limited;</p> <p>指香港联合交易所有限公司；</p>
<p>"Tax Information" “税务资料”</p>	<p>in respect of me/us and any Consenting Person, means:</p> <p>(i) any documentation or information (and accompanying statements, waivers and consents as you may from time to time require or as I/we and any Consenting Person from time to time give) relating, directly or indirectly, to the tax status of me/us and any Consenting Person (as indicated on IRS Form W-8 or W-9, for example); (ii) Personal Information of me/us and any Consenting Person; and (iii) any information of the Account; and</p>



	指就客户及任何同意人士而言，（i）与本人(等)及任何同意人士（如IRS表格W-8或W-9所述之）之税务状况直接或间接有关的文件或数据，以及贵司不时要求或同意人士不时提供的随附陈述、放弃及同意文件；（ii）本人(等)及任何同意人士的个人资料；及（iii）与账户有关的任何资料；及
“US Person” “美国人士”	means any person that falls within the definition of a U.S. person as defined in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time. 指根据1933年《美国证券法》规定颁布的S 条例及其不时修订中定义为美国人士之任何人士。

## Part B.

### General Terms and Conditions

#### 一般条款及条件

#### 1. The Account

##### 账户

- 1.1 I/We confirm that all the information provided in the “Account Opening Information Form” are true, complete and accurate. I/We undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries from time to time on me/us to verify the information provided.

本人(等)确认「开户数据表」之所载数据均属真实、完整及正确。倘该等数据有任何重要变更，本人(等)将会通知贵司。本人(等)特此授权贵司对本人(等)的财政信用不时进行查询，以核实上述表格所载数据。

- 1.2 You will keep information relating to my/our Account confidential, but may provide any such information to, including without limitation, the Exchange, the Clearing House and the SFC to comply with their requirements or requests for information.

贵司将会对本人(等)账户的有关数据予以保密，但贵司可以根据香港联合交易所有限公司(“联交所”)，香港中央结算有限公司(“中央结算”)及证券期货事务监察委员会(“证监会”)的规定或应其要求，将该等数据，包括但不限于、提供予联交所、中央结算及证监会。

#### 2. Laws and Rules

##### 法例及规则

- 2.1 All transactions in securities which you effect on my/our instructions (“the Transaction”) shall be effected at all times in accordance with all applicable laws, rules or regulations in force. These include the rules of the SFC, the Exchange and the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

贵司按本人(等)的指示而进行的一切证券交易(“交易”)，须根据适用于贵司的一切法例、规则和监管指示的规定而进行。这方面的规定包括证监会、联交所及中央结算的规则。贵司根据该等法例、规则及指示而采取的所有行动均对本人(等)具有法律约束力。

- 2.2 I/We shall not instruct you to do anything which is a breach of, or would or is likely to involve a breach of, the Securities and Futures Ordinance, the Rules of the Stock Exchange, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Rules of HKSCC or any laws, rules or regulations in force (including but not limited to the U. S. Foreign Account Tax Compliance Act of 2010 and U. S. Securities Act of 1933, as amended) and/or applicable to the conduct of the business of dealing in Securities (whether or not having the force of law) or any act which, in the sole opinion of you would be adverse to your lawful interest or rights under this Agreement.

本人(等)不得指示贵司作出任何属于、将会或可能涉及违反《证券及期货条例》、《联交所规则》、香港《公司收购、合并及股份购回守则》、《香港结算规则》或任何法律、规则或法规（包括但不限于美国2010年《外国账户税收遵从法》和1933年美国《证券法》及其经修订版本）及/或适用于证券交易业务处理的法例、规则或法规（不论是否具有法律效力）或贵司全权认为会对贵司的合法权益或本业务条款赋予贵司的权利有任何不利影响的任何行动。

### 3. Authority

授权

- 3.1 I/We (in the case of a corporation) authorize the Authorized Person(s) to have full authority to represent me/us in all matters in relation to all Transactions with you and to sign on our 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 Person(s), shall be absolutely and conclusively binding on me/us provided that verbal orders or instructions from any one of the Authorized Person(s) shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in the Account Opening Information Form.

本人(等) (倘为法团) 授权获授权人士在与贵司进行的所有交易所涉及的一切事宜方面全权代表本人(等), 及代表本人(等)签署所有与账户及其运作、交易及本协议有关的协议书及文件。而所有该等文件、指示或指令, 如由获授权人士发出或签署, 且任何一个获授权人士所作出的口头指令或指示属合法有效, 则对本人(等)具有绝对及不可推翻的约束力, 而所有上述文件、指示或指令如为书面形式且需亲笔签署, 则应按「开户数据表」所指定的签署指示签署。

- 3.2 If I/we are an individual who wishes to appoint Authorized Person(s), I/we shall in addition to completing the Account Opening Information Form, provide you a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to you.

倘若本人(等)属个人且希望委任获授权人士, 除填妥「开户数据表」之外, 本人(等)必须向贵司呈交一份格式由贵司指定或认可已签署的授权书或其他类似委任文件。

- 3.3 I/We confirm and agree that I/we retain full responsibility for all Transactions and you are responsible only for the execution, clearing and carrying out of Transactions and have no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transactions therein. You are also not responsible to me/us with respect to the suitability, profitability, tax, legal or accounting consequences of any Transactions.

本人(等)确认及同意对所有交易承担全部责任, 贵司仅负责执行、结算及进行交易, 对任何介绍行、投资顾问或其他与账户或其中所包含的交易有关的第三方的任何行为、活动、表述或声明, 贵司概不承担任何责任或义务。就任何交易的适当性、盈利能力、税项、法律或会计的后果, 贵司亦不会对本人(等)承担责任。

- 3.4 I/We authorize you to instruct such correspondent agent as you may in its absolute discretion deem fit to execute transactions and acknowledge 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 me/us.

本人(等)授权本公司可行使绝对酌情决定委任适合于执行交易的代理经纪, 并承认上述代理经纪的业务条款及任何交易所及结算所的规则应适用于该等交易, 并对本人(等)具有约束力。

#### **4. Transaction**

交易

- 4.1 Any day order for purchase or sale of Securities placed by me/us that has not been executed before the close of business on the relevant Exchange or such other expiration date required by the Exchange or such other later time as I/we and you may agree shall be deemed to have been cancelled automatically.

由本人(等)发出的任何买卖证券的当天指令, 倘在相关交易所营业时间结束或该交易所规定的其他期限届满时, 或本人(等)与贵司协议的其他较后时间尚未执行, 则应视作自动取消。

- 4.2 I/We authorize you, at any time and at your absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of Instructions, to consolidate and/or disaggregate my/our Instructions to purchase and/or sell Securities on my/our behalf with similar instructions received from your other customers, provided that such consolidation or disaggregation shall not result in the execution of the Instructions at a price less favorable 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 you.

本人(等)授权贵司在任何时候拥有绝对酌情权, 为取得较好的成交价及 / 或减少指示数量而代表本人(等)购买及 / 或出售证券的指示, 与贵司收到的其他客户的类似指示, 进行合并及 / 或分拆处理, 惟该等合并或分拆不应导致执行该等指示的价格低于其单独执行时所获得的价格。而且倘无足够证券满足如此合并的购买指令, 则实际购买的证券数量将按贵司获得彼等指令的先后次序分配予各单独指示。

- 4.3 I/We acknowledge and agree that any Instructions given or purported to be given by any means to you by me/us or by any Authorized Person(s) and which are acted on or relied on by you shall at all times be irrevocable and bind on me/us, whether or not such Instructions are in fact given or authorized by me/us. Under no circumstance you have any duty to enquire or verify the identity or authority of the person giving instruction by any accepted means.

本人(等)承认及同意, 本人(等)或任何获授权人士透过任何方式向贵司发出的或意图发出的而贵司已据此行事或视之为依据的任何指示, 无论何时均属不可撤销且对本人(等)具约束力, 不论该等指示实际上是否由本人(等)发出或是否获本人(等)授权。在任何情况下, 贵司均无义务透过任何已接受的方式向发出指示人士的身份或权限作出查问或核实。

- 4.4 I/We acknowledge that once an Instruction has been made it may not be possible to cancel or change the Instruction.

本人(等)承认, 指示一经发出, 即可能无法取消或更改。

4.5 You will act as my/our agent in effecting Transactions unless you indicate in the statement or confirmation relevant to such Transactions that you are acting as principal.

除贵司在结单或其他确认单据内注明以自己本身名义进行交易外，贵司将以本人(等)的代理人身份进行交易。

4.6 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.

倘沽盘是有关非由本人(等)拥有的证券，即涉及卖空交易，本人(等)将会通知贵司，以便符合《证券及期货条例》第170条。

4.7 For all Transactions, I/we will pay your fees, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fees and clearing fees imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fees and clearing fees and stamp duties from the Account.

本人(等)会就所有交易支付贵司通知本人(等)的佣金和所有收费，缴付证监会、联交所、中央结算的适用交易征费、交易费及结算费，并缴纳所有有关的印花税。贵司可以从账户中扣除该等佣金、收费、交易征费、交易费、结算费及印花税额。

4.8 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will:

就每一宗交易，除另有协议外或除非贵司已代表本人(等)持有现金或证券以供交易交收之用，否则本人(等)将会在贵司就该项交易通知本人(等)的期限之前，

- pay you cleared funds or deliver to you securities in deliverable form; or

向贵司交付可实时动用的资金或可以交付的证券；或

- otherwise ensure that you have received such funds or securities.

以其他方式确保贵司收到此等资金或证券。

by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may:

倘本人(等)未能这样做，贵司可以

- in the case of a purchase Transaction, sell the purchased securities; and

(如属买入交易)出售买入的证券；及

- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

(如属卖出交易)借入及/或买入证券以进行交易的交收。)

4.9 I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures.

本人(等)将会负担贵司因本人(等)未能进行交收而引起的任何损失及开支。

4.10 I/We agree to pay interests on all overdue balances (including interests arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人(等)同意就所有逾期未付款项(包括对本人(等)裁定的欠付债务所引起的利息)，按贵司不时通知本人(等)的利率及其他条款支付利息。

4.11 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.

就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致贵司须买入证券进行交收，本人(等)毋须为买入该等证券的费用向贵司负责。

4.12 The Account(s) shall be in Hong Kong Dollar or such other currencies as you may agree from time to time and in the event that I/we instruct you to effect any sale or purchase of securities in a currency other than Hong Kong Dollar, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of me/us solely. If I/we do not settle the liability with the relevant foreign currency, you shall have the right to convert any amount of the currency standing to the credit of the Account to a foreign currency amount or to buy in the foreign currency on behalf of me/us to settle the relevant liability. I/We shall pay and bear any losses and expenses that you have paid and have to bear. Any conversion from one currency into another required to be made for performing any action or step taken by you under this Agreement may be effected by you in such manner and at such time as it may in its absolute discretion decide.

账户必须以港元或贵司不时同意之其他货币为单位，若本人(等)指示贵司以港币以外之其他货币进行证券买卖，本人(等)必须单独承担由有关货币兑换波动而导致之任何收益或损失。如本人(等)未能以相关之外币缴付其外币债务，贵司有权选择将本人(等)户口内任何其他货币之款项兑换为有关外币，或代本人(等)买入有关外币以抵销其外币债务。而本人(等)将需负担贵司因而引起的任何损失及开支。贵司可以依照其全权决定之形式和时间兑换货币，以实行其在本协议下采取之任何行动或步骤。

4.13 I/We hereby authorize PATRONS and its associated entities (as defined in the Securities and Futures Ordinance) (if any) for a period commencing from the date of PATRONS's approval to this authority up to and including the last day of the eleventh (11th) month next after the date of such approval to deal with my/our securities and securities collateral from time to time received or held in Hong Kong by or on behalf of PATRONS or any of its associated entities in one or more of the following ways without further notice to or consent from me/us:

1. to apply any of the securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. to deposit any of the securities collateral with an authorized financial institution as collateral for financial accommodation provided to PATRONS; and/or
3. to deposit any of the securities collateral with any clearing house recognized by the Hong Kong Securities and Futures Commission or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of PATRONS's settlement obligations and liabilities. I/We hereby acknowledge that PATRONS has the practice of repledging clients' securities collateral. This authority may be renewed or deemed to have been renewed in accordance with the Securities and Futures (Client Securities) Rules but may be revoked by me/us by giving to PATRONS at least 5 business days' prior written notice of revocation

本人 / 吾等授权百惠证券及其有联系实体 (按《证券及期货条例》之定义) (如有) 可于百惠证券批准本授权当天开始直至及包括随后第十一个月份的最后一天的期间内，以下列一种或多种方式处理不时由百惠证券或其任何有联系实体代本人 / 吾等在香港收取或持有的证券及证券抵押品，毋须进一步通知本人 / 吾等或取得本人 / 吾等的同意：

- 1.依据证券借贷协议运用任何有关证券或证券抵押品；
- 2.将任何有关证券抵押品存放于认可财务机构，作为提供予百惠证券的财务通融的抵押品；及 / 或
3. 将任何有关证券抵押品存放于获香港证券及期货事务监察委员会认可的结算所或另一获发牌或获注册进行证券交易的中介人，作为解除百惠证券在交收上的义务和清偿百惠证券在交收上的法律责任的抵押品。本人 / 吾等获悉百惠证券有将证券抵押品再质押的做法。本授权可根据《证券及期货（客户证券）规则》的规定下予以续期或被当作已续期，惟本人 / 吾等可向百惠证券发出不少于5个工作天之事先书面通知以撤销本授权。

4.14 All payments to be made by me/us to you in a currency other than Hong Kong Dollar shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by you.

若本人(等)以港币以外之其他货币给贵司付款，当贵司收到此等款项时，此等款项必须是可以自由转让和实时应用的，并已经清缴任何税项、收费或任何性质的开支。

4.15 Short Sale -The Client acknowledges the fact that PATRONS requires that stock certificate of securities or the equivalent be deposited into the Client's Account prior to the acceptance of a sell order. Upon placing of sale orders of Securities which are not owned by the Client at the time of the sale (i.e. short selling), the Client hereby undertakes to: (a) make full and frank disclosure of such order(s) to PATRONS; (b) provide (without demand by PATRONS) all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the Exchange; (c) authorize PATRONS to arrange a buy-in of the relevant Securities at the prevailing market price for the Client's Account that the Client accidentally sold short; (d) indemnify PATRONS against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by PATRONS as a result of the execution of the shorting selling order(s).

客户确认百惠证券在接受卖出指令前要求客户将股票或其等价物存入客户账户。在下达在卖出时并不属于客户的证券的卖出指令时（即卖空时），客户特此保证：(a)向百惠证券全面无保留地披露此类指令；(b)无须百惠证券要求即提供所有的文件证据以证明此卖空行为在《证券及期货条例》或香港以及交易所的其他法律，规则以及规例下的合法性；(c)授权百惠证券在客户意外卖空时安排以市场现价买入被卖空的证券；(d)免除并补偿百惠证券承担因执行卖空令单而承受或产生的所有损失，法律诉讼，成本和费用。

## 5. Order and Order Recording

买卖指示及电话记录买卖指示

5.1 You may accept instructions from me/us or my/our Authorized Person(s) for order of Transaction by telephone or in writing -, either physically or electronically. You may also accept instructions in your prescribed order form signed by me/us or my/our Authorized Person(s) in your presence. In all cases, you shall time-stamp such instructions in the order as they are received.

贵司可接纳本人(等)或获授权人士使用电话或书面(以实体或电子形式)指示买卖证券。贵司亦可接纳本人(等)或获授权人士亲临贵司办公室填写贵司的买卖证券指示表格。全部的指示，贵司将以其次序前后盖上时间印章。

5.2 I/We declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by electronic means unless there is fraud or willful default on your part.

本人(等)声明，除非贵司欺诈或蓄意失责，否则贵司无须因延迟执行，或本人(等)透过电子方式发出的指示在传送上出现误差、干扰、出错、延迟或未能传达而负责。

5.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions.

倘若贵司收到互相抵触的指示时，贵司可拒绝执行任何此等指示，直至接到明确的指示为止。

5.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profits, damages, liabilities, costs or expenses suffered or incurred by me/us arising out of such refusal.

贵司有绝对酌情权决定拒绝本人(等)的指示而无须对此作出解释，并且无须在任何情况下对此拒绝所引致本人(等)失去的盈利、损失、经济责任、支出或费用作出负责。

5.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system. I/We acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

本人(等)同意贵司可由贵司的电话录音系统记录电话交谈中有关买卖指示。本人(等)承认该记录由贵司单独拥有，并接受如有纠纷时，该录音为最终及决定性之证据。

5.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail.

凡经电话或图文传真发出的指示，与后来以书面发出的指示在意义上有差异时，则须以贵司的电话录音或收到的图文传真指示记录为准。

## **6. New Listing of Securities**

新证券上市

6.1 In the event that I/we request and authorize you to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as my/our agent and for my/our benefit or for the benefit of any other person, I/we hereby warrant and for your benefit that you have authority to make such application on my/our behalf.

本人(等)要求并授权贵司以代理人身份为本人(等)或任何其他人士的利益，申请在交易所新上市 / 或发行证券，为了贵司的利益，本人(等)保证贵司有权代表本人(等)提出该等申请。

6.2 I/We shall familiarize myself/ourselves and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities as set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and I/we agree to be bound by such terms and conditions in any such transactions I/we may have with you.

本人(等)应熟悉及遵守招股章程及 / 或发行文件，及申请表格或其他相关文件内所载列管辖新上市及 / 或发行该等证券及其申请的所有条款及条件，本人(等)同意与贵司进行的任何相关交易中受该等条款及条件约束。

6.3 I/We hereby give you 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).

本人(等)兹向贵司作出申请新上市及 / 或发行证券时必须作出的所有陈述、保证及承诺（不论向相关证券发行人、保荐人、包销商或配售代理、有关交易所或任何其他相关监管机构或人士作出）。

6.4 I/We hereby further declare and warrant, and authorize you 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 you as its agent is the only application made, and the only application intended to be made, by me/us or on my/our behalf, to benefit me/us or the person for whose benefit my/our applying. I/We acknowledge and accept that the aforesaid declaration and warranty will be relied upon by you 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 you as my/our agent.

本人(等)进一步声明及保证, 并授权贵司在申请表(或其他文件)向交易所或任何其他适当人士披露及保证, 贵司提交的任何相关申请, 乃由本人(等)或代表本人(等)为自身或本人(等)代为申请的人士之利益, 提交及有意提交的唯一申请。本人(等)承认并接受, 贵司及相关证券发行人、保荐人、包销商或配售代理、交易所或任何其他相关监管机构或贵司作为本人(等)代理所提交任何申请之相关人士, 均可依凭前述声明及保证。

- 6.5 I/We acknowledge 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 I/we exercise statutory control shall be deemed to be an application made for the benefit of me/us.

本人(等)承认, 倘申请由一间除证券买卖外并未有从事其他业务的非上市公司提交, 而且本人(等)对该公司具法定控制权, 则该等申请须视作为本人(等)的利益而作出的。

- 6.6 I/We recognize and understand 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. I/We undertake to provide you 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 you may in your absolute discretion from time to time.

本人(等)确认及明白, 有关证券申请的法律、监管要求及市场惯例均会不时作出变化, 而任何一种新上市或发行证券的规定亦会改变。本人(等)承诺根据相关法律、规管要求及市场惯例(按贵司不时行使绝对酌情权所决定的), 向贵司提供相关数据, 采取额外相关措施, 并作出额外声明、保证及承诺。

## **7. Conflict of Interest**

利益冲突

- 7.1 You and your directors, officers, employees or agents may act in any capacity for other person, trade on their own account or any other of its clients Securities forming part of the Account.

贵司及其董事、行政人员、雇员或代理人可以任何身份代表其他人士, 为现金账户买卖贵司持有作自用或贵司任何其他客户所持有的证券或为贵司的个人账户或其他客户的账户买卖构成现金账户的一部分。

- 7.2 You are authorized to buy, sell, hold or deal in any Securities or take the opposite position to my/our order whether it is on your own account or on behalf of your other clients.

不论贵司是自营买卖或代表其他客户买卖, 贵司获授权买入、卖出、持有或买卖任何证券, 或采取与本人(等)指令对立的持仓。



7.3 You are authorized to match my/our orders with those of other customers.

贵司获授权将本人(等)指令与其他客户指令进行对盘。

7.4 You are authorized to effect Transactions in Securities where you have a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

贵司获授权在贵司持有证券或作为证券包销商、保荐人或参与其他工作时进行证券交易。

## 8. Client Identity/Ultimate Beneficiary

客户身份 / 最终受益人

Subject to the provisions herein, I/we shall, in respect of transactions in which I/we are not acting as principal, immediately upon demand by you inform the SFC and/or the Exchange of the identity, address and contact details of

在符合本协议书中条文的规定下，凡有关本人(等)并非以主事人或最终受益人之身份进行的交易，本人(等)将应贵司的要求实时向证监会及/或联交所提供受益人下列数据：

(a) the person or entity ultimately responsible for originating the instruction in relation to the relevant transactions; and

最终负责发出有关交易指示的人士或实体的身份、地址及联络详情；及

(b) the person or entity that stands to gain the commercial or economic benefit of the relevant transactions and/or bear its commercial or economic risk. And, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.

会获取有关交易的商业或经济利益或须承担其商业及/或经济风险的人士或实体的身份、地址及联络详情。并且，如实体者是投资基金或账户，则提供该投资基金或账户的经理(视乎情况而定)数据。

(c) Clause 8 shall survive and subsist despite the termination of this Agreement in accordance with clause 20.

本协议书根据第20条终止后，第8条的规定仍然生效。

## 9. Safekeeping of Securities

证券的保管

9.1 Any securities which are held by you for safekeeping may, at your discretion:

寄存贵司妥为保管的任何证券，贵司可以酌情决定：

(a) (in the case of registrable securities) be registered in my/our name or in the name of your nominee(s); or

(如属可注册证券)以本人(等)的名义或以贵司的代理人名义登记；或

(b) be deposited in safe custody in a designated account with the Clearing House or an authorized financial institution, an approved custodian, or another intermediary for dealing in securities pursuant to section 5 of the Client Securities Rules. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放于贵司在结算所、认可财务机构、核准保管人或按照《客户证券规则》第5条规定许可从事证券交易的其他中介人所开立的特定账户妥为保管。如属香港的证券，该机构应为证监会认可的提供保管服务机构。

9.2 Where the Securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or

transferred to me/us, as agreed with you. Where the Securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘证券未以本人(等)的名义登记, 贵司于收到该等证券所获派发的任何股息或其他利益时, 须按本人(等)与贵司的协议存记入本人(等)的账户或支付予或转账予本人(等)。倘该等证券属于贵司代客户持有较大数量的同一证券的一部份时, 本人(等)有权按本人(等)所占的比例获得该等证券的利益。

**9.3 You do not have my/our written authority under section 148 of the Securities and Futures Ordinance to:**

本人(等)并无根据《证券及期货条例》第 148 条以书面授权贵司:

- (a) deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system;

将本人(等)的任何证券存放在银行业机构, 作为贵司所获垫支或贷款的抵押品, 或者存放在结算所, 作为履行贵司在结算系统下之责任的抵押品;

- (b) borrow or lend any of my/our securities, and/or  
借贷本人(等)的任何证券; 及/或

- (c) otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

基于任何目的以其他方式放弃本人(等)的任何证券之持有权(交由本人(等)持有或按本人(等)的指示放弃持有权除外)。

**9.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.**

贵司毋须交回本人(等)的证券, 其编号须与转让予本人(等)的证券编号相符, 只要该等证券是同类型, 而值相等及其权益与原本转让予本人(等)的证券相同, 当然除了受其间资本重组另有规定外。

## **10. Moneys in the Account**

现金账户中的款项

**10.1 Any cash held for me/us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to me/us, shall be credited to one or more segregated account each of which shall be designated as a trust account or client account and shall be established and maintained with an authorized financial institution or any other person approved by the SFC for the purpose of section 4 of the Client Money Rules. Subject to mutual agreement between the parties hereto, no interest is payable by you in respect of any credit balance on my/our Account or any amount otherwise owing to me/us at any time.**

除了贵司收取本人(等)的现金作为交易的交收之用或转付予本人(等)之外, 否则代本人(等)保管的现金须依照《客户款项规则》第 4 条的规定, 应存放于一家认可财务机构或经证监会批准的任何其他人士所开立及管理的一个或数个获指定为信托账户或客户账户的独立账户内。根据双方共同协议, 贵司无须就本人(等)现金账户上的任何借方余额或在任何时候欠付本人(等)的其他款项支付利息。

10.2 Payment to the Account shall constitute payment to me/us for all purposes.

贵司支付入账户的款项得作为达到对本人(等)款项支付的目的。

## 11. Rights on Securities

证券处理权利

### 11.1 Set-off and lien

抵销及留置权

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which you may be entitled under laws or this Agreement, all securities, receivables, monies and other property of me/us (held by me/us either individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the Transaction and/or my/our obligations in the Agreement.

在不损害贵司依照法律或本协议所附加应享有之一般留置权、抵销权或相类权利前提下，对于本人(等)交由贵司代管或在贵司内存放之所有证券、应收账、款项及其他财产(不论是本人(等)个人或其他人士联名所有)权益，贵司均享有一般留置权，作为持续的抵押，用以抵销及履行本人(等)因进行证券买卖而对贵司负上的所有责任。

### 11.2 Security and Power of Sale

抵押及出售权

Without prejudice and in addition to any general lien, rights of set-off or similar right to which you may be entitled by law, all of my/our interest in any fund, Securities or other property now or hereafter held by you for any purpose in any account for me/us (either individually or jointly with others) or which may be in the possession of you, your subsidiary or associated companies, agents or correspondents in Hong Kong or in any part of the world, will be subject to a general lien in favour of you for the payment and discharge of all my indebtedness and other obligations or liabilities to you and will be held by you as security for the payment and discharge of any of my indebtedness, obligations or liabilities to you on any of the Accounts. You will have the right to sell such property and will have the absolute discretion to determine which Securities and property are to be sold. You are authorised to do all such things necessary in connection with such sale and utilize the proceeds therefrom to offset and discharge all of the obligations and liabilities of me to you or to any of your subsidiaries or associated companies, agents or correspondents. You will be entitled, at any time without notice to me, to combine and/or consolidate all or any of the then existing Accounts and set-off or transfer any sum standing to the credit of any one or more of such Accounts (wherever situate) in or towards satisfaction of any of my/our indebtedness, obligations or liabilities to you or to your subsidiaries or associated companies, agents or correspondents on any other Accounts or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be primary or collateral, several or joint, secured or unsecured. In respect of any payments by you to offset and discharge any obligations of me/us to its subsidiaries or associated companies, agents or correspondents, you will not be concerned nor responsible as to whether or not any such obligations exist, provided that demand has been made on you by such subsidiary or associated company, agent or correspondent. Without limiting the general provisions of this Agreement, you are hereby specifically authorised to transfer any sum or sums in different Accounts to your subsidiaries or associated companies, agents or correspondents for the aforementioned purposes.

在不妨碍贵司应享权利之原则下，贵司除享有概括留置权、抵销权或法律上贵司应有之类似权利

外，对于本人(等)现时或日后不论因为何种用途交由贵 司持有存于客户账户内(个人或与他人联名开立之账户)或是托管于贵 司，其联营公司、代理、在香港或世界各地之联号之任何资金，证券或其他产业，贵 司亦享有概括留置权，作为本人(等)缴付及清偿客户所欠贵 司之一切债项及其他债务责任或负债之保证。上述资金，证券或其他产业可由贵 司持有，作为本人(等)缴付及清偿客户账户所欠贵 司一切债项、债务责任或负债之抵押品。贵 司有权出售该等产业及可全权决定选择须予出售之证券或产业。贵 司同时获得授权在出售证券及产业时、代表本人(等)处理一切必须之有关事项，并利用出售所得款项以抵销或清偿本人(等)对贵 司或其任何附属公司或联营公司，代理或联号所负全部债务责任及负债。贵 司有权随时将本人(等)当时之全部或任何账户合并及/或综合，并将任何该等账户(不论设在何处)之结存数额予以比对或转账，用以偿还本人(等)其他账户或其他原因所欠 贵司或其附属公司或联营公司、代理或联号之债项、债务责任或负债，包括主要或附属、个别或共同、有抵押或无抵押债项、债务责任或负债，而毋须通知本人(等)。贵 司代表本人(等)支付任何款项予其附属公司或联营公司，代理或联号，作为抵销或抵偿本人(等)在任何贵 司附属公司或联营公司、代理或联号所欠之债务责任时，贵 司一旦收到该等附属公司或联营公司、代理或联号之要求，即可如数缴付，至于要求清付之债务是否属实，概与贵 公司无关，而贵 司亦无任何责任。在不限制本协议所订条文之规定之原则下，贵 司又特此由本人(等)授权调动本人(等)在不同账户之款项至本人(等)在贵 司附属公司或联营公司、代理或联号之账户，用途如前所述。

## 12. Discretionary Account

委托账户

I/We understand that you may accept discretionary account services.

本人(等)明白贵 司可接受委托账户。

## 13. Joint and Several Liability/Successors

共同及个别责任/继承人

### 13.1 Where the Account comprises two or more individuals:

当账户包括两名或由两名以上个人组成时：

13.1.1 each such individual shall be jointly and severally liable for all obligations and liabilities under this Agreement.

该等人士须各自共同及个别对本协议项下承担所有义务及责任。

13.1.2 you may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals unless you have received written Instructions to the contrary.

贵 司可接受自该等人士中的任何一位发出指令、给予其收据及与其进行所有目的的买卖，除非贵 司接获相反的书面指示。

13.1.3 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.

向任何该等人士其中一位作出的任何付款均为有效及全面履行，无论该等付款是否于该等人士一位或多位身故之前或之后作出。

13.1.4 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 account holder shall be enforceable by you against such deceased account holder's estate. The surviving account holder(s) shall give you written notice immediately upon any of them becoming aware of any such death.

任何该等人士其中一人身故（即任何其他该等人士仍在世），本协议将不会被终止。倘身故一方的遗产可由贵司强制处理以清还其生前所引起的任何负债，身故一方于账户中的权益将归属于生存者的利益。任何彼等知悉任何该等死亡后，各生存者应立即以书面方式通知贵司。

13.1.5 This Agreement shall be binding on our heirs, estate executors, estate administrators, personal representatives, successors and assignees, as the case may be.

本协议对本人等的后嗣、遗嘱执行人、遗产管理人、个人代表、继承人及承让人（视乎情况而定）均具有约束力。

## 14. Event of default

### 违约事件

14.1 Any one of the following events shall constitute an event of default ("Event of Default"):

下列任何一项事件将均构成违约事件（「违约事件」）：

14.1.1 I/We fail to pay any moneys or any other sums payable to you or submit to you any documents or deliver any Securities to you hereunder, when called upon to do so or on due date;

本人(等)无法按照贵司要求支付或逾期未能向贵司支付任何款项或任何其他应支付款项，或未能向贵司提交任何文件或交付任何证券；

14.1.2 default by me/us in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the relevant Exchange and/or Clearing House;

本人(等)未妥为履行本协议书的任何条款，及未遵守相关交易所及/或结算所的任何附例、规则和规例；

14.1.3 the filing of a petition for bankruptcy, winding up or the commencement of other analogous proceedings against me/us;

本人(等)已被提出破产呈请、清盘呈请或针对本人(等)的类似法律程序；

14.1.4 the death or insanity of me/us or I/we become mentally incapacitated (being an individual);

本人(等)身故或精神错乱（指个人客户）或本人(等)精神上无能力行事；

14.1.5 the levy or enforcement of any attachment, execution or other process against my/our Account;

本人(等)的现金账户被实施或强制执行任何扣押、执行判决或其他法律程序；

14.1.6 any representation or warranty made by me/us to you in this Agreement or in any document being or becoming incorrect or misleading;

本人(等)在本协议或任何文件中向贵司作出的任何陈述或保证，是或将会变成不实或误导；

14.1.7 any consent, authorization or board resolution required by me/us (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

本人(等)（指法团或合伙公司）签署本协议所必要的任何同意、授权或董事会决议被全部或部分撤回、暂时中止、终止或不再具有全面效力及效用；及

14.1.8 the occurrence of any event which, in the sole opinion of you, might jeopardize any of its rights under this Agreement in the sole opinion of you.

贵司就单方面认为发生可能危及贵司在本协议所拥有任何权利的任何事件。

14.2 If an Event of Default occurs, without prejudice to any other rights or remedies that you may have against me/us and without further notice to me/us, you, at your sole discretion, shall be entitled to:

如果发生违约事件，在无损贵司的任何其他权利或贵司向本人(等)获得补偿的权利的情况下，贵司就单方面有权采取以下行动，而无需进一步通知本人(等)：

14.2.1 immediately close the Account;

立即结束账户；

14.2.2 terminate all or any part of this Agreement;

终止本协议的全部或任何部分；

14.2.3 cancel any or all outstanding orders or any other commitments made on behalf of me/us;

取消任何或所有代表本人(等)所作出但尚未执行的指令或任何其他承诺；

14.2.4 close and/or cancel any or all contracts between you and me/us, cover any short position of me/us through the purchase of Securities on the relevant Exchange(s) and/or liquidate any long positions of me/us through the sale of Securities on the relevant Exchange(s); and/or

结束及/或取消贵司和本人(等)之间所订立的任何或所有合约，通过在相关交易所购买证券以填补本人(等)的任何空仓及/或通过相关交易所卖出证券以结清本人(等)的任何长仓；及/或

14.2.5 dispose of any or all Securities held for or on behalf of me/us and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to you including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by me/us in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;

处置为或代表本人(等)持有的任何或所有证券，并用所得收益以及本人(等)的任何现金存款偿还拖欠贵司的未付余额，包括贵司在转让或出售本人(等)账户内所有或任何证券或财产，或完善其所有权时合理招致的所有成本、费用、法律费用及开支，包括印花税、手续费及经纪佣金。

14.3 For the avoidance of doubt, all amounts due or owing by me/us to you under this Agreement shall become immediately due and payable if an Event of Default occurs.

为免生疑问，如果违约事件发生，本人(等)在本协议下欠付贵司的所有款项将立即到期，并须立刻支付。

## 15. Miscellaneous

一般规定

15.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund as amended from time to time.

倘贵司没有依照本协议的规定履行对本人(等)的责任，本人(等)有权向根据《证券及期货条例》成立的赔偿基金索偿，惟须受赔偿基金不时修订的条款制约。

15.2 I/We confirm that I/we have read and agree to the terms of this Agreement which have been explained to me/us in a language (English or Chinese) that I/we understand.

本人(等)确认本人(等)已详阅并同意本协议的条款，而且该等条款已经以本人(等)明白的语言(英

文或中文)向本人(等)解释。

15.3 I/We hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.

本人(等)在收到有关该账户的买卖单、日结单、执行买卖报告及月结单或其他另类方式的通知之后,倘若本人(等)没有在贵司不时规定的期间之内以书面提出异议,则该日结单、执行买卖报告及月结单或另类方式通知,对本人(等)具有约束力。

15.4 The Account Opening Information Form, Schedules, the Agreement and other related documents will form one composite agreement.

本协议书所指的开户数据表、附录、本协议书及其他相关文件为一整体部份。

15.5 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.

倘贵司的业务有重大变更,并且可能影响贵司为本人(等)提供服务,贵司将会通知本人(等)。

15.6 I/We agree and understand that the English version of this Agreement and the terms and conditions thereof shall prevail over the Chinese version of this Agreement and the terms and conditions thereof.

本人(等)同意及了解如本协议的英文版本及其条款与条件与本协议的中文版本及其条款与条件有任何歧义,概以英文版本为准。

15.7 I/We acknowledge and agree that the legality, validity and enforceability of this Agreement and the provisions and Schedule of this Agreement will not be affected at whatsoever in the event of any mis-spelling and/or type errors.

本人(等)确认并同意本协议及其相关附表不会因任何错别字及/或打印错误,以影响其有效性和局限性的法律约束。

15.8 If you solicit the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document you may ask me/us to sign and no statement you may ask me/us to make derogates from this clause.

假如贵司向本人(等)招揽销售或建议任何金融产品,该金融产品必须是贵司经考虑本人(等)的财政状况、投资经验及投资目标后而认为合理地适合本人(等)的。本协议的其他条文或任何其他贵司可能要求本人(等)签署的文件及贵司可能要求本人(等)作出的声明概不会减损本条款的效力。

Note: "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

注:“金融产品”指《证券及期货条例》所界定的任何证券、期货合约或杠杆式外汇交易合约。就“杠杆式外汇交易合约”而言,其只适用于由获得发牌经营第3类受规管活动的人所买卖的该等杠杆式外汇交易合约。

## 16. Liability and Indemnity

责任及弥偿

16.1 Neither you nor any of your directors, officers, employees or agents shall be liable to me/us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, grossly negligence or willful misconduct as proved.

贵司或其任何董事、行政人员、雇员或代理人，均不需负责因本人(等)或涉及任何关乎本协议范围之任务的操作或疏漏操作而蒙受任何直接、间接或后果性损失或损害，除非该等损失或损害是已证实是上述人士之欺诈、严重疏忽或故意失当行为而引起。

16.2 I/We undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including but not limited to legal expenses on a full indemnity basis) properly incurred by you arising out of anything done or omitted pursuant to any instructions given by me/us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.

本人(等)承担补偿贵司董事、行政人员、雇员或代理人根据本人(等)指示处理在本协议书范围内的交易或任何任务而合理产生的所有针对贵司及上述人士的索偿、索求、诉讼、法律程序、损害赔偿、损失、支出及费用(包括但不限于以全额弥偿基准计算之法律费用)，而并不影响贵司可行使的留置权、抵销权利或其他权利。

16.3 I/We acknowledge and agree that you shall not be obliged to make or handle any tax reporting in relation to any Securities for or on behalf of me/us.

本人(等)承认及同意，贵司并不负责为本人(等)或代表本人(等)办理与证券有关的任何税务申报，或处理该等税务申报事宜。

16.4 Clause 16 shall survive and subsist despite the termination of this Agreement.

本协议终止后，第16条的规定仍然生效。

## 17. Material Changes

重要变化

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information Form.

本人(等)承诺用书信通知贵司本人(等)开户数据表的重要变化。

## 18. Personal Data (Privacy)

个人资料(保密)

18.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to disclose any information it has concerning me/us, any Consenting Person and the Account to the SFC, any relevant Exchange, Clearing House, any relevant governmental departments other regulatory authorities in any investigation or enquiry it is undertaking.

虽然预期贵司将予该账户有关之事情保密，本人(等)谨此明确同意如应证监会、任何有关交易所、结算所、任何相关政府部门或其他监管机构之要求，贵司可向彼等提供贵司所持有的与本人(等)、同意人士及其账户之详细资料，以便协助彼等进行的调查或询问。



18.2 Notwithstanding any other provisions herein, I/we agree you may disclose my/our or any Consenting Person's Tax Information or Personal Information to any Authority in any jurisdiction for the purpose of ensuring your compliance with Applicable Laws and Regulations.

尽管本条款及细则有其他规定，本人(等)同意贵司可以为确保遵循适用法律和法规之目的而向任何司法管辖区的机构披露本人(等)或任何同意人士的税务资料或个人资料。

18.3 I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong) referred to in Schedule I.

本人(等)在此声明本人(等)已详阅于附表 I，根据《个人资料(私隐)条例》(香港法例第486章)发出的个人资料告示。

## 19. Term

有效期

The Agreement shall come into effect on the date when the Account comes into operation. The Agreement shall remain in full force and the Account shall not be closed unless either party give the other party a written notice in connection with the termination of Account in accordance with clause 20.

本协议书在账户开立之日起开始生效。本协议书及该账户一直维持有效直至双方向另一方按照第20条之规定发出有关终止账户的书面通知。

## 20. Termination and Suspension

终止及暂停

20.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 21 hereunder provided that all acts performed by you in accordance with my/our instructions prior to either party receiving written notice of such termination shall be valid and binding on me/us.

不论任何原因，任何一方一旦遵照第21条之规定向对方发出书面通知，账户实时结束。惟所有贵司在任何一方收到此书面结束通知前已依据本人(等)之指示而执行之任务，仍然有效及对本人(等)有约束力。

20.2 Upon termination all moneys owing from me/us to you shall immediately become due and payable and subject to payment of all such moneys, you are authorized to deliver as soon as reasonably practicable any securities held in your or your agent's or nominee's name to me/us.

一旦本协议书终止，所有本人(等)欠负的债项实时变为到期应付。在缴清此等债项后，贵司获授权在合理切实可执行范围内，尽速将该账户内以贵司(或其代理人或代名人)名义持有之证券，交付本人(等)。

20.3 You reserve the right at any time and from time to time, without having to give any reason or explanation, to nullify, rescind, reject or adjust any order or transaction, or to suspend, freeze or terminate the Account and/or the provision of any or all services to me/us or to take any other action that you consider necessary, in its sole discretion, in response to any potentially fraudulent, illegal, or otherwise improper or suspicious activity in the Account, and without being liable and held responsible in anyway for any direct or indirect loss (including but not limited to loss of profit), damages, loss of any fees, costs or expenses of any kind of me/us resulting therefrom.

贵司保留权利，可在任何时间不时取消、撤回、拒绝、调整任何指示或交易或暂时终止、冻结或

终止操作账户，及／或暂时终止根据本协议向客户提供的服务或因账户潜在的欺诈、非法、不当或可疑活动作出贵司全权决定认为必要之行动，并且无需对本人(等)造成的直接或间接亏损、损害（包括但不限于利润损失）、或本人(等)因此而引致的任何费用、支出或开支的损失承担责任。

## **21. Notices**

通告

21.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by hand, post, telex, facsimile, e-mail or telephone to the address, facsimile, email or telephone numbers for communications specified in the Account Opening Information Form or as notified to you from time to time.

所有涉及或与该账户有关而须由贵司发给本人(等)或本人(等)之通知书、追索书及其他传讯及文件，均可通过专人递送、邮递、专用电报、图文传真、电邮或电话方式，送交至本人(等)在开户数据表指定的或不时通知贵司的地址、图文传真或电话号码或电邮地址。

21.2 All notices, demands, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated; and, in case by letter sent locally the day following the day after posting or sent by airmail overseas 72 hours after dispatch and in case of telex or facsimile message or e-mail when the same is dispatched.

所有以上述形式发出给本人(等)之通知书、追索书、通讯及文件，如属使用电话通讯，则电话被接听或留言予代接听人，应被视为收到；如属本地邮件，应被视为在交付邮递后之翌日收到；如属海外邮递，则在发送后七十二小时后收到；如属专用电报、图文传真或电邮，则在发送时收到。

21.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.

所有由本人(等)发出的通知书、追索书及其他传讯及文件，由贵司实际接收到始生效。

## **22. Amendments**

修改

22.1 You shall be entitled to make amendments, additions, deletions or variations to the Agreement and the Notice on Personal Data, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is dispatched to me/us.

贵司有权对本协议书及个人资料告示作出认为必须的修改、增补、删除或变更。而此等修改、增补、删除或变更由该通知发送给本人(等)起生效。

22.2 No amendment shall be made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Account Opening Information Form and the Schedules thereto shall affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

贵司对本协议书之条款所作之修改，及本人(等)向贵司提供的关于本协议书之数据的修改，例如，客户数据表及其附录，均不影响任何修改前未完成之指示或买卖或已产生的法律权利或责任。贵司有权对本协议书及个人资料告示作出认为必须的修改、增补、删除或变更。而此等修改、增补、删除或变更由该通知发送给本人(等)起生效。

### **23. Severability**

局限应用

Any term, stipulation, provisions, or undertaking in this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such . The illegality, voidness, prohibition or unenforceability of the remaining provisions in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdictions.

本协议书中之各条款、规定、条文、承担，有对某一司法管辖权而言，为非法、无效、禁止实施或不能实施者，则在此等非法、无效、禁止实施或不能实施，只局限于该司法管辖权范围内。本协议书之其他余下者仍然有效。再且，上述情况不会导致此等条款、规定、条文、承担等在另一裁判权范围内非法、无效、禁止实施或不能实施。

### **24. Assignment**

转让

24.1 The benefits and liabilities of the Agreement are personal to me/us and I/we shall not be capable of assignment by me/us without your prior written consent.

本协议书范围内之权益及责任，只属于本人(等)本身的权益及责任；未经贵司事前书面同意，本人(等)不得将其转让予他人。

24.2 I/We agree that you may assign or transfer all or part of your rights and obligations under this Agreement to any person without my/our prior consent or approval.

本人(等)同意贵司可将本协议书下的全部或部分权利和义务转让或转移予任何人士，而毋须取得本人(等)事前的同意或批准。

### **25. Risk Disclosure**

风险披露

I/We confirm that I/we have been fully explained to the Risk Disclosure Statements annexed as Schedule II, in a language understood by me/us, the content of such statements and has invited me/us to read such statements, ask questions and take independent advice.

本人(等)确认，已按照本人(等)所通晓的语言充分解释附表II所载列的风险披露声明内容，并已邀请本人(等)阅读该声明、提出问题及征求独立的意见。

### **26. Internet Service**

互联网服务

I/We confirm that I/we have been fully explained to the Internet Securities Trading Services Terms and Conditions annexed as Schedule III, in a language understood by me/us, the content of such statements and has invited me/us to read such statements, ask questions and take independent advice.

本人(等)确认，已按照本人(等)所通晓的语言充分解释附表III所载列的内容，并已邀请本人(等)阅读该声明、提出问题及征求独立的意见。

## 27. Interpretation

### 释义

In this Agreement, unless the context otherwise requires:

本协议书中，除文意另有所指外：

- (1) The expression of “I/we” or “me/us” or “my/our” wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.

“本人(等)”一词，若指本协议签署人是个人者，则包括其本人、其遗嘱执行人及遗产管理人；若指众人，则包括众人及各自之遗嘱执行人及遗产管理人；若指独资经营商号，则包括该商号主人、其遗嘱执行人及遗产管理人、其生意继承人；若指合伙机构，则包括现时之各合伙人、各自之遗嘱执行人及遗产管理人，尚有今后成为合伙人之其他人士及其遗嘱执行人及遗产管理人，以及此等合伙生意之继承人；若指有限公司，包括有限公司之继承人及受让人。

- (2) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreement by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.

若本协议书签署人由两名或以上之个人组成，或为一间由两名或以上人士开设之商号，则本合约涉及本合约签署人之责任，须由此等人士个别及共同承担责任。

- (3) Words importing the singular number shall include the plural number and vice versa;

凡表示单数之字眼包括复数含义，反之亦然；

- (4) Words importing persons shall include limited company (including local and foreign); and 字义上所指的“人”(若适用)亦包括有限公司(包括本港者或海外者)；及

- (5) The headings to the clauses are inserted for convenience only and do not affect their interpretation and construction.

附加的条款标题仅为方便阅读，并不影响各条款及细则的释义及解释。

## 28. Foreign Account Tax Compliance Act of the United States

美国《海外账户税收遵循法案》

- 28.1 Effective from 1 July 2014, you are required to comply with US Foreign Account Tax Compliance Act (or hereafter “FATCA”). I/we hereby authorize you to report certain information to the IRS with respect to US account. The information which must be reported with respect to the US account includes: (i) the name, address, and taxpayer identifying number (TIN) of each account holder who is a specified US Person (or, in the case of an account holder that is a US owned foreign entity, the name, address, and TIN of each specified US person that is a substantial US owner of such entity); (ii) the account number; (iii) the account balance or value; and (iv) the income/payments from the account.

自 2014 年 7 月 1 日起, 贵 司须实施相关措施以符合《美国海外账户税收遵循法案》之协议下的相关规范。本人(等)同意贵 司配合提供美国国税局关于美国公民、绿卡持有人或其他美国税法定义之税 务居民之相关信息, 包括(i) 美国身分之账户持有人名称、地址及纳税人标识符(简称TIN); 美国实质股东信息; (ii) 账号; (iii) 账户余额或现值; 及 (iv) 账户内的收益/支出等。

28.2 I/We provide to you certification of identity including but not limited to (i) the IRS Form W-8, (ii) a specified substitute form for Form W-8, (iii) and other supporting documents from me/us who are not a US Person for tax purposes. You may not accept my/our application whom I/we reject to provide the above documentation, unless the laws stated otherwise.

本人(等)向贵 司提供外国人扣缴身分证明, 包括但不限于 (i) 表格 W-8 或 (ii) 表格 W-8 替代文件或 (iii) 其他身分证明文件。贵 司可不接纳本人(等)因拒绝提供上述文件开户申请, 除非法例另有订明外。

28.3 I/We undertake to you and the relevant authorities within 30 days for any change of circumstances stated in the Form W-8. You, in compliance with FATCA, holds no responsibility or liability for any loss (direct or indirect) to me/us who were, who are, or who become a US taxpayer but fails to provide the forms required under FATCA or specified substitute documents; or provides those with false statements. I/We shall fully indemnify and hold harmless you from and against all claims, damages, losses, costs and expenses whatsoever incurred arising from such non- compliance or omission.

本人(等)承诺如于表格 W-8 中的情况有任何更改, 本人(等)须于 30 天内通知贵 司及相关机构。贵 司为求合理经营, 必须符合 FATCA 法案进行相关作业, 本人(等)了解本人(等)如有美国税法上之义务本应自行处理。故本人(等)同意提交贵 司之文件若有不实声明而造成本人(等)之(直接或间接) 或潜在之损失, 本人(等)应自行承担, 贵 司不负担任何责任。本人(等)同意悉数对贵 司因本人(等) 违规或遗漏而蒙受的任何索偿、损害、损失、费用及开支作出弥偿并保证其利益不受损害。

## **29. Compliance with the Automatic Exchange of Financial Account Information(AEOI)**

遵守自动交换财务帐户数据(AEOI)

29.1 I/we, upon your request, provide you, your agents or service providers any documentation or other information regarding me/us and my/our beneficial owners that you, your agents or service providers may require from time to time in connection with their obligations under, and in compliance with, applicable laws and regulations including, but not limited to, AEOI. I/we hereby agree and consent that you, your agents or service providers may collect, store and process information obtained from me/us or otherwise in connection with this Agreement and/or my/our transactions for the purposes of complying with AEOI and/or other applicable laws. To the extent permitted by law, I/we hereby waive any provisions of any data protection, privacy, banking secrecy or other laws or regulations of any jurisdictions and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent the compliance by you, your agents or service providers with AEOI and/or other applicable laws. I/we acknowledge that this may include the transfer of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. I/we shall ensure that, before me/us or anyone on my/our behalf discloses information relating to any third party to you, your agents or service providers in connection with this Agreement or my/our transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow you, your agents or service providers to collect, store, process and disclose his/her or its information as described in this Clause.

贵 司可不时要求本人(等)向贵 司、其代理人或服务供货商提供关于本人(等)及其实益拥有人的文件或其他数据, 以使贵 司、其代理人或服务供货商遵循及履行包括但不限于 AEOI 的适用法律及规则的要求及责任。本人(等)特此同意, 为遵守AEOI 及其他适用法例, 贵司、其代理人和服务供

应商可以收集、储存及处理从本人(等)或因在本协议及/或本人(等)之交易而获得的数据。在法律允许的范围内,本人(等)特此豁免任何会妨碍贵司、其代理人和服务供货商遵守 AEOI 及其他适用法律的任何司法管辖区的资料保障、私隐、银行保密或其他法例或规例的任何条文及/或任何保密协议、安排或谅解的条款。本人(等)确认这可以包括传送数据予一些在数据保障、数据私隐或银行保密法例方面并不严格的司法管辖区。本人(等)须确保,本人(等)或任何其他代表因本协议或本人(等)之交易而向贵司、其代理人和服务供货商披露关于第三者的数据时,该第三者已获提供该等信息,并已经给予该等同意或豁免,使贵司、其代理人和服务供货商可以按本条款所述收集、储存及处理该第三者的数据。

29.2 I/we shall agree, upon request by you, to provide you self-certification, documentation and other information relating to my/our status under AEOI as you may reasonably request for the purposes of your compliance with AEOI. If I/we confirm to you pursuant to the above that I/we are an AEOI excluded person and I/we subsequently become aware that I/we are not, or have ceased to be an AEOI excluded person, I/we shall notify you as soon as reasonably practicable.

为使贵司能遵守AEOI,本人(等)在贵司合理地要求时,同意向贵司提供关于本人(等)在AEOI的「自我证明」身份声明表格、文件及其他数据。如按上述,本人(等)向贵司确认本人(等)是AEOI豁免人士,而之后本人(等)发现本人(等)并非或已不再是AEOI豁免人士,本人(等)须尽快通知贵司。

### 30. No Third Party Rights

无第三者权利

It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and unless otherwise expressly stated nothing herein will create rights under the said ordinance in favour of anyone other than you and me/us.

双方在此明确表示,《合约(第三者权利)条例》(香港法例第623章)不适用于本协议书,除非另有明文规定,否则本协议书任何条款概不在前述法例项下为除了本协议书所指明之贵司及本人(等)以外的其他人士之利益而赋予任何权利。

### 31. Governing Law

适用法律

31.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit themselves to the non-exclusive jurisdiction of courts of the Hong Kong

本协议书受香港特别行政区法律管辖及以其作解释,协议双方据此不得撤销地接受香港法院的非专属司法管辖权管辖。

### 32. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY.

外币交易

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

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

(B) when such a contract is liquidated and which is denominated in a currency other than that of the Account, the Broker is authorized to debit or credit the Account in the currency in which such Account is denominated at a rate of exchange determined by the Broker in the Broker's sole discretion on the basis of the then prevailing money markets rates of exchange between such currencies.

如果经纪代客户进行的有关交易涉及外国货币(除香港货币以外的货币)的兑换,客户同意:

(A) 因汇率的波动而产生的任何损益全归客户并由客户承担当中风险;及

(B) 如果一个合约被平仓而该合约是以有关帐户货币以外的一种货币计值的,则经纪获授权借记或贷记以该种货币计值的有关帐户,汇率由经纪根据该等货币之间当时通行的货币市场汇率按其全权酌情权决定。

## Notice On Personal Data

### 个人资料告示

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (“the Ordinance”) in relation to the supply of client’s personal data to PATRONS SECURITIES LIMITED (“the Company”) for the opening or maintaining of client account(s) (“the Account”) for securities trading and related services with the Company.

此告示是依照香港法例第 486 章《个人资料(私隐)条例》(“条例”)作出的。它是关于客户在百惠证券有限公司(“本公司”)开立或持续操作账户(“账户”)以作证券买卖及有关服务时向本公司提供个人资料的告示。

#### 1. Purposes of Collection

##### 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:

客户因在本公司开设或持续操作账户而向本公司及在任何文件所提供的个人资料将被本公司作为下列用途:

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and overseas, or the processing of client’s application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);

与处理客户申请开设及持续操作账户有关事宜, 包括但不限于透过本港及海外的信贷报告或处理客户向本公司申请给予信贷或「孖展」安排(如适用);

- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client;

代客户购买、出售、投资、交易、收购、保管、处置及办理各种证券等有关事宜;

- (c) designing further products and services or marketing a Group product to the client; 设计更多产品和服务或向客户推销集团的产品;

- (d) transfer of such data to any place outside Hong Kong;

将该等资料转移至香港境外任何地方;

- (e) 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:

与客户的个人等数据作出比较(而无须考虑数据源及收集数据的目的, 亦无须考虑该资料是否从数据用户或其他人士中取得)以便:

- i) credit checking;

信贷查核;

- ii) data verification; and/or

核实资料; 及/或

- iii) 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);

提供或核实可能需要的数据，以便进行数据用户或其他人士认为适合的行动(包括与客户或其他人士权利、义务或权益有关行动)；

(f) providing on the terms of any other agreements and services relating to the client;

按任何其他协议或服务条款而提供的客户个人资料；

(g) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any relevant governmental departments or regulatory body;

因为需要遵守任何法律、规则、法院指令或任何相关政府部门或监管机构的指令；

(h) any other purpose relating to the execution of the client's Instructions or in connection with the business or dealings of the Group.

任何有关执行客户指示或涉及集团的业务或交易。

## 2. User

数据用户

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

有关客户的所有个人资料（无论由客户或其他人士提供，亦无论客户是否收到载有本资料的客户协定前或后予以提供）均可由下列任何公司或人士（各称为「数据用户」）使用：

(a) PATRONS SECURITIES LIMITED and/or any of its Associates (the "Group");

百惠证券有限公司及/或其他任何联营公司（「集团」）；

(b) any director, officer or employee of the Group;

集团任何董事、高级职员或雇员；

(c) 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;

集团于执行客户指示及经营集团业务时而授权的任何人士（例如律师、顾问、代理人、托管人等）；

(d) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client, and

任何作为或被提名为集团对客户所能行使权利或义务的受让人；及

(e) any governmental, regulatory or other bodies or institutions, whether as required by laws or regulations applicable to any member of the Group.

任何政府或监管机构或其他团体或机构，无论是否根据适用于本集团属下任何成员的法律或规例。

## 3. The Obligation to provide personal data

提供个人资料的责任

3.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客户有责任向本公司提供所需的个人资料。如客户未有提供所需个人资料，本公司可拒绝为客户



开设或持续操作账户或提供有关的服务。

- 3.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.

鉴于客户在条例下的责任，当向本公司提供个人资料时，客户须确认所提供的数据正确。

#### **4. Disclosure of Information**

资料的披露

- 4.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company's auditors such information as it requires to operate client's account or execute client's orders relating to the activities described in 1(b) above.

本公司如认为有需要，可向处理证券、期货及期权结算的代理人或代名人、联系人、个人或法团及本公司的核数师披露客户开设账户的数据以运作客户账户或执行上述1(b)所提及的事宜。

- 4.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

为符合本港所制定有关证券交易的条例及附属规例，证监会的守则，以及联交所中央结算的规则，客户所提供的个人资料，本公司可向联交所中央结算，证监会及条例所界定的财经监管机构，根据法律有权查阅等资料的政府部门，其他监管机构、个人或法团等披露。

#### **5. Access to Personal Data**

查阅个人资料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根据条例的规定，客户可向本公司要求查阅及更改不正确的个人资料。本公司有权向客户收取合理费用以便处理有关要求。

#### **6. Enquiries**

查询

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections should be addressed to the Responsible Officer of PATRONS SECURITIES LIMITED at Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong.

如客户对向本公司提供的个人资料有任何疑问，包括查阅及改正该等个人资料，可致函百惠证券有限公司负责人员，地址为香港上环皇后大道中183号中远大厦32楼3214室。

## Risk Disclosure Statement

### 风险披露声明

The Client should be aware of the following potential risks in connection with securities trading.

客户应知悉以下与证券交易相关的潜在风险。

#### 1 RISK OF SECURITIES TRADING 证券交易的风险

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

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。

#### 2 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

买卖创业板股份的风险

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.

创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。

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.

你只应在审慎及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其他特点，意味着这个市场较适合专业及其他熟悉投资技巧的投资者。

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazette newspapers.

现时有关创业板股份的数据只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。

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.

假如你对本风险披露声明的内容或创业板市场的性质及在创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。

### 3 RISK OF TRADING DERIVATIVE PRODUCTS 买卖衍生产品风险

Trading in Derivative Products (including but not limited to derivative warrants, callable bull/bear contracts, equity-linked instruments and other products with embedded derivatives) involves risks. Do not invest in them unless you fully understand and are willing to assume the risks associated with them.

买卖衍生产品(包括但不限于衍生权证、可赎回牛熊证、股票挂钩工具及其他嵌有衍生工具的产品)涉及风险。除非你完全了解及愿意承担所涉风险, 否则切勿投资该类衍生产品。

In respect of each issue of the derivative warrants, callable bull/bear contracts and equity-linked instruments, you should carefully review and understand the terms and conditions of the Derivative Products, together with the financial and other information of the issuer, as set out in the base listing document (including any addendum), and the relevant supplemental listing document.

就各项衍生权证、可赎回牛熊证或股票挂钩工具发行而言, 你应仔细审阅及明白载于基本上市文件(包括任何增编)及相关补充上市文件的条款及条件, 及发行人的财务和其他数据。

You should also ensure that you understand the nature and risks of the derivative warrants, callable bull/bear contracts and equity-linked instruments, and should where applicable, consult your own legal, tax, accounting, financial and other professional advisers to ensure that any decision to invest in the Derivative Products are suitable with regard to your specific circumstances and financial position.

你亦应确保明白衍生权证、可赎回牛熊证或股票挂钩工具的性质及风险, 并应(如适用)咨询阁下的法律、税务、会计、财务及其他专业顾问, 以确保投资于该类衍生产品的任何决定对阁下的具体情况及财务状况为合适。

#### 3.1 Risks Associated with Derivative Products 衍生产品的相关风险

##### Issuer default risk 发行商失责风险

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

若衍生产品发行商破产而未能履行其对所发行证券的责任, 你只被视为无抵押债权人, 对发行商任何资产均无优先索偿权。因此, 你须特别留意衍生产品发行商的财力及信用。

##### Uncollateralized product risk 非抵押产品风险

Uncollateralized derivative products are not asset backed. In the event of issuer bankruptcy, you can lose your entire investment. You should read the listing documents to determine if a product is uncollateralized.

非抵押衍生产品并没有资产担保。若发行商破产, 你可以损失其全数投资。要确定产品是否非抵押, 你必须细阅上市文件。

### Gearing risk 杠杆风险

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

衍生产品如衍生权证及牛熊证均是杠杆产品，其价值可按相对相关资产的杠杆比率而快速改变。你须留意，衍生产品的价值可以跌至零，届时当初投资的资金将会尽失。

### Expiry considerations 有效期的考虑

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

衍生产品设有到期日，到期后的产品可变为毫无价值。你须留意产品的到期时间，确保所选产品尚余的有效期限能配合你的交易策略。

### Extraordinary price movements 特殊价格移动

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

衍生产品的价格或会因为外来因素(如市场供求)而有别于其理论价，因此实际成交价可以高过亦可以低过理论价。

### Foreign exchange risk 外汇风险

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

若你所买卖的衍生产品的相关资产并非以港币为单位，将尚要面对外汇风险。货币兑换率的波动可对相关资产的价值造成负面影响，连带影响衍生产品的价格。

### Liquidity risk 流通量风险

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

联交所规定所有衍生产品发行商要为每一只个别产品委任一名流通量提供者。流通量提供者的职责在为产品提供两边开盘方便买卖。如有流通量提供者失责或停止履行职责，你或不能进行买卖，直至有新的流通量提供者被委任。

### **3.2 Additional Risks Involved in Trading Derivative Warrants 买卖衍生权证的额外风险**

#### Time decay risk 时间损耗风险

All things being equal, the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments. 假若其他情况不变，衍生权证愈接近到期日，价值会愈低，因此不能视为长线投资。

#### Volatility risk 波幅风险

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. You should be aware of the underlying asset volatility.

衍生权证的价格可随相关资产价格的引申波幅而升跌，你必须注意相关资产的波幅。

### **3.3 Additional Risks Involved in Trading Callable Bull/Bear Contracts (CBBCs)**

#### 买卖牛熊证的额外风险

#### Mandatory call risk 强制收回风险

You trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price / level as stated in the listing documents. You will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. You should also note that the residual value can be zero.

你买卖牛熊证，必须留意牛熊证可以即日「取消」或强制收回的特色。若牛熊证的相关资产值等同上市文件所述的强制收回价/水平，牛熊证即停止买卖。届时，你只能收回已停止买卖的牛熊证由产品发行商按上市文件所述计算出来的剩余价值(注意：剩余价值可以是零)。

#### Funding costs 融资成本

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, you will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

牛熊证的发行价已包括融资成本。融资成本会随牛熊证接近到期日而逐渐减少。牛熊证的年期愈长，总融资成本愈高。若一天牛熊证被收回，你将损失牛熊证整个有效期的融资成本。融资成本的 计算程序载于牛熊证的上市文件。

### **3.4 Risks Associated with Equity Linked Instruments 股票挂钩票据的相关风险**

Exposure to equity market - You are exposed to pricemovements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. You must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

承受股本市场风险 – 你需承受正股及股票市场价格波动的风险、派息及公司行动之影响及对手风险，并要有心理准备在票据到期时可能会收到股票或只收到比投资额为少的款项。

Possibilities of losing investment – You may lose part or all of their investment if the price of the underlying security moves against their investment view.

赔本可能 - 如正股价格变动与你事前看法背驰，即可能要蚀掉部分甚至全部本金。

Price adjustment - You should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

价格调整 - 你应注意，正股因派息而出现的除息定价或会影响正股的价格，以致连带影响股票挂钩票据到期的偿付情况。你亦应注意，发行人可能会由于正股的公司行动而对票据作出调整。

Interest rates - While most ELI offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.

利率 - 股票挂钩票据的孳息大都较传统债券及定期存款提供的利息为高，但投资回报只限于票据可得的孳息。

Potential yield – You should consult their brokers on fees and charges related to the purchase and sale of ELI and payment / delivery at expiry. The potential yields disseminated by HKEx have not taken fees and charges into consideration.

准孳息计算 - 你应向经纪查询买卖股票挂钩票据以及票据到期时因收到款项或正股而涉及的费用。香港交易所发布的准孳息数字并无将这些费用计算在内。

#### **4 RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs) 买卖交易所买卖基金风险**

Trading in Exchange Traded Funds (ETFs) involves risks. It is important that you understand and critically assess the implications arising due to different ETF structures. You should understand the nature and risks before trading in ETFs.

买卖交易所买卖基金涉及风险。你是否了解并能审慎评估不同的交易所买卖基金结构及特色会有何影响极为重要。买卖交易所买卖基金前，你应清楚明白其性质及风险。

You should carefully review and understand the terms and conditions of the ETFs, together with the financial statements and other information set out in the offering document, and should where applicable, consult your own legal, tax, accounting, financial and other professional advisers to ensure that any decision to invest in the ETFs are suitable with regard to your specific circumstances and financial position.

你应仔细审阅及明白载于交易所买卖基金销售文件的条款及条件，及其财务报表和其他数据。并应（如适用）咨询你的法律、税务、会计、财务及其他专业顾问，以确保投资于该类交易所买卖基金的任何决定对阁下的具体情况及财务状况为合适。

## 4.1 Risks Associated with Exchange Traded Funds (ETFs) 交易所买卖基金的相关风险

### Market risk 市场风险

ETFs are typically designed to track the performance of certain indices, market sectors, or

groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. You must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

交易所买卖基金主要为追踪某些指数、行业/领域又或资产组别(如股票、债券或商品) 的表现。交易所买卖基金经理可用不同策略达至目标，但通常也不能在跌市中酌情采取防守策略。你必须要有因为相关指数/资产的波动而蒙受损失的准备。

### Tracking errors 追踪误差

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

这是指交易所买卖基金的表现与相关指数/资产的表现脱节，原因可以来自交易所买卖基金的交易费及其他费用、相关指数/资产改变组合、交易所买卖基金经理的复制策略等等因素。(常见的复制策略包括完全复制/选具代表性样本以及综合复制，详见下文。)

### Trading at discount or premium 以折让或溢价交易

An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

交易所买卖基金的价格可能会高于或低于其资产净值，当中主要是供求因素的问题，在市场大幅波动兼变化不定期间尤其多见，专门追踪一些对直接投资设限的市场/行业的交易所买卖基金亦可能会有此情况。

### Foreign exchange risk 外汇风险

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

若你所买卖交易所买卖基金的相关资产并非以港币为单位，将尚要面对外汇风险。货币兑换率的波动可对相关资产的价值造成负面影响，连带影响交易所买卖基金的价格。

## Liquidity risk 流通量风险

Securities Market Makers (SMMs) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, you may not be able to buy or sell the product.

证券庄家是负责提供流通量、方便买卖交易所买卖基金的交易所参与者。尽管交易所买卖基金多有一个或以上的证券庄家，但若有证券庄家失责或停止履行职责，你或就不能进行买卖。

## Counterparty risk involved in ETFs with different replication strategies

交易所买卖基金的不同复制策略涉及对手风险

### (a) Full replication and representative sampling strategies 完全复制及选具代表性样本策略

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

采用完全复制策略的交易所买卖基金，通常是按基准的相同比重投资于所有的成份股/资产。采取选具代表性样本策略的，则只投资于其中部分(而不是全部)的相关成份股/资产。直接投资相关资产而不经第三者所发行合成复制工具的交易所买卖基金，其交易对手风险通常不是太大问题。

### (b) Synthetic replication strategies 综合复制策略

ETFs utilizing a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

采用综合复制策略的交易所买卖基金，主要透过掉期或其他衍生工具去追踪基准的表现。现时，采取综合复制策略的交易所买卖基金可再分为两种：

#### i. Swap-based ETFs 以掉期合约构成

- ★ Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.

总回报掉期让交易所买卖基金经理可以复制基金基准的表现而不用购买其相关资产。

- ★ Swap-based ETFs are exposed to counterparty risk of the swap dealers and suffer losses if such dealers default or fail to honor their contractual commitments.

以掉期合约构成的交易所买卖基金需承受源自掉期交易商的交易对手风险。若掉期交易商失责或不能履行其合约承诺，基金或要蒙受损失。

#### ii. Derivative embedded ETFs 以衍生工具构成

- ★ ETF managers may also use other derivative instruments to synthetically replicate by economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers

交易所买卖基金经理也可以用其他衍生工具，综合复制相关基准的经济利益。有关衍生工具可由一个或多个发行商发行。



- ★ Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honor their contractual commitments.

以衍生工具构成的交易所买卖基金需承受源自发行商的交易对手风险。若发行商失责或不能履行其合约承诺，基金或要蒙受损失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所买卖基金即使取得抵押品，也需依靠抵押品提供者履行责任。此外，申索抵押品的权利一旦行使，抵押品的市值可以远低于当初所得之数，令交易所买卖基金损失严重。

## 5 RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

在香港联合交易所有限公司买卖纳斯达克 – 美国证券交易所证券的风险

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

按照纳斯达克 – 美国证券交易所试验计划 (试验计划) 挂牌买卖的证券是为熟悉投资技巧的投资者而设的。你在买卖该项试验计划的证券之前，应先咨询本公司的意见和熟悉该项试验计划。你应该知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

## 6 RISK OF INVESTING IN RENMINBI-DENOMINATED PRODUCTS

投资人民币计价产品的风险

### 6.1 Investment / Market risk 投资风险/市场风险

Renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that you may suffer a loss even if Renminbi appreciates. Depending on the nature of the Renminbi product and its investment objective, there may be other risk factors specific to the product which you should consider. You should always understand the nature, investment objective, strategy, key features and risks of the Renminbi products and assess whether these products are suitable for you in terms of your own investment needs and risk profile before you invest in the Renminbi products. Seek professional advice if in doubt.

人民币产品须面对投资风险，并且可能不保本。即产品内的投资或相关资产的价格可升可跌，而导致产品可能赚取收益或招致损失。因此，即使人民币升值，你亦可能须承受亏损。视乎该人民币产品的性质及投资目标，你可能须承受其他风险。作出投资决定前，你应该清楚了解产品的性质、投资目标、策略、主要特点及风险，评估有关产品是否符合你的投资需要，并考虑你是否可以承受有关风险。如

有疑问，应寻求专业意见。

## **6.2 Liquidity risk 流通风险**

Renminbi products are also subject to liquidity risk as Renminbi products are a new type of product and there may not be regular trading or an active secondary market. Therefore you may not be able to sell your investment in the product on a timely basis, or you may have to sell the product at a deep discount to its value.

由于人民币产品是一项新产品，因此可能没有一般的交易活动或活跃的二手市场。因此，你或不能实时出售有关产品，又或可能要以极低价出售。

## **6.3 Issuer / Counterparty risk 发行人/交易对手风险**

Renminbi products are subject to the credit and insolvency risks of their issuers. You should consider carefully the creditworthiness of the issuers before investing. Furthermore, as a Renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the Renminbi products and result in substantial losses.

人民币产品须面对发行人的信贷风险及无力偿债风险。你应该仔细考虑发行人的信用程度，再作出投资决定。由于人民币产品亦可能投资于衍生工具，你亦须承受衍生工具发行人违约的风险。这些风险可能对产品的回报有负面影响，更可能构成重大损失。

## **6.4 Currency risk 货币风险**

In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than Renminbi will be exposed to currency risk if he invests in a Renminbi product. This is because Renminbi is a restricted currency and subject to exchange controls, you may have to convert the local currency into Renminbi when you invest in a Renminbi product. When you redeem/sell your investment, you may also need to convert the Renminbi received upon redemption/sale of your investment product into the local currency (even if redemptions/ sale proceeds are paid in Renminbi). During these processes, you will incur currency conversion costs and will also be exposed to currency risk. In other words, even if the price of the Renminbi product remains the same when you purchase it and when you redeem/sell it, you will still incur a loss when you convert the redemption/sale proceeds into local currency if Renminbi has depreciated. Like any currency, the exchange rate of Renminbi may rise or fall. Further, Renminbi is subject to conversion restrictions and foreign exchange control mechanism.

一般来说，非内地（包括香港）的投资者若以人民币以外的本地货币投资人民币产品，便需承受汇率风险。因为人民币是受到外汇管制的货币，当你打算投资于人民币产品时，便可能要将你的本地货币转换为人民币。而当你赎回或售出你的投资时，你或需要将人民币转换回本地货币（即使赎回或出售投资的收益是以人民币缴付）。在这过程中，你会牵涉转换货币的成本，亦要承受汇率风险。换言之，就算你买卖该人民币产品的价格不变，于转换货币的过程中，如果人民币贬值，你亦会有所损失。正如所有货币一样，人民币的汇率可升可跌，而人民币更受到转换限制及外汇管制的货币。

## **7 RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

提供代存邮件或将邮件转交第三方的授权书的风险

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.

假如你向本公司提供授权书，允许本公司代存邮件或将邮件转交予第三方，那么你便须尽速亲身收取所有关于你户口的成交单据及结单，并加以详细阅读，以确保可及时侦察到任何差异或错误。

## **8 RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

在香港以外地方收取或持有客户资产的风险

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 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.

本公司在香港以外地方收取或持有属于你的资产，是受到有关海外司法管辖区的适用法律及规例所监管。这些法律及规例与《证券及期货条例》（第571章）及根据该条例制订的规则可能有所不同。因此，该等资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

## **9 RISKS OF ELECTRONIC TRADING**

电子交易风险

Access to the Internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the Company control. 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 Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third party; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. You acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

在交易高峰，市场波动，系统升级及维护或其他时间，互联网或其他电子设施的进入可能会受到限制甚至无法进入。通过互联网或其他电子设施进行的交易可能会因不可预测的流量堵塞和其他本公司无法控制的原因而受到干扰，传输中断，以及传输延误。由于技术上的制约，互联网是一种不完全可靠的通讯媒介。由于有这种不可靠性，交易指令及其他信息的传输和接收可能会有延误，而这会导致交易指令在执行

上的延误，或者交易执行的价格已不同于指令发出时的市场价格。而且，通信和个人资料可能会被未经授权第三方取得，且在通信上会存在误解或错误的风险，而这些风险将完全由客户承担。你确认并同意，交易指令一旦发出通常将不可能取消。

## **10 RISKS OF TRADING IN OTHER JURISDICTIONS**

在其他司法管辖区进行交易的风险

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trades he or she should enquire about any rules relevant to his or her particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected.

The Client should ask the firm with which he or she deals for details about the types of redress available in both his or her home jurisdiction and other relevant jurisdictions before the Client starts to trade.

在其他司法管辖区的市场(包括与本地市场有正式连系的)进行交易，或会涉及额外的风险。根据这些市场的规例，你享有的保障程度可能有所不同，甚或有所下降。在进行交易前，你应先行查明有关将进行的该项交易的所有规则。你本身所在地的监管机构，将不能迫使客户已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此，在进行交易之前，你应先向有关商号查询本身地区所属的司法管辖区及其他司法管辖区可提供哪种补救措施及有关详情。

## **11 RISKS IN RELATION TO OPENING A MARGIN ACCOUNT**

开立保证金账户涉及的相关风险

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as "stop loss" or "stop limit" orders. You may be called upon a short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary.

Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

保证金交易风险 藉由存放抵押品而为交易取得融资的亏损风险可能极大。你所蒙受的亏蚀有可能超出其存放于经纪人作为抵押品的现金及任何其他资产。市场情况可能会令紧急交易指示（例如「止蚀」或「限价」指示）无法执行。你可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如未能在指定时间内存入所需保证金款额或支付利息，你的抵押品可能会在未经取得你同意的情况下出售。你必须为你账户中由此产生的一切欠款或被收取的利息负责。你应根据本身财务状况及投资目标，仔细考虑是否适合选用此类融资安排。

## Internet Securities Trading Services Agreement

### 互联网证券交易服务协议

#### 1. Internet Service 互联网服务

- 1.1 I/We understand that the Internet Service does or may make available to me/us from time to time various services which allows me/us through the internet to access and obtain information concerning my/our Account, to use electronic means to place orders for the purchase and sale of securities, to access an electronic mail or messaging facility operated by you for the delivery and receipt of confirmations, statements, notices and other documents and to receive market information and data.

本人（等）明了互联网服务不时提供或可提供各种的服务，以准许本人（等）透过互联网以取用及取得有关本人（等）户口之资料；使用电子方式落盘买卖证券；取用由贵司运作的电子邮件或信息设施以交付及获取确认、结算单、通知及其它文件；及获取市场信息及资料。

- 1.2 I/ We consent to the use of the Internet Service as a medium of communication with you and to transmit information, data and documentation to me/ us.

本人（等）同意使用互联网作为与贵司通讯以及转递信息、数据及文件给本人（等）的媒体。

- 1.3 I/We acknowledge that information concerning the use, operation, policy and procedures of the Internet Service and the Account applicable at all times has been made available to me/us on the service web site, and have read and understood the terms of which may be amended from time to time and which shall be deemed to be binding on me/us in respect of my/our use of the Internet Service and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

本人（等）承认有关于任何时候适用的互联网服务及户口的使用、营运、政策及程序的数据已于服务网址供本人（等）取得，而本人（等）已阅读及明白其条款可能不时被修改，而本人（等）使用互联网服务及户口须被视为对本人（等）具有约束力。倘本协议书的条款与该等资料出现任何歧异之处，应以本协议书的条款为准。

- 1.4 I/We agree to use the Internet Service only in accordance with the terms of this Agreement.

本人（等）同意只根据本协议书的条款使用互联网服务。

- 1.5 I/We will be the only authorised user of the Internet Service, and acknowledge that the service may require me/us to use various identification and access codes, including a password, personal identification number and other user identification to access the service and my/our Account and that I/we will be responsible for the confidentiality and proper use at all times of my/our password, personal identification number, user identification and account number for all transactions initiated through the service.

本人（等）为互联网服务的唯一获授权用户，并承认该服务可能需要本人（等）使用各种识别及存取代码，包括密码、私人标识符及其它用户识别，以取用该服务及本人（等）的户口。而人（等）对本人（等）就所有透过该服务而产生的交易之密码、私人标识符、用户识别及户口号码的保密性及恰当使用性于任何时间都会负全责。

- 1.6 I/We to notify you immediately of my/our becoming aware of any loss, theft or unauthorized use of my/our password, personal identification number and other user identification, Account or account number, or any unauthorised use of the Internet Service or any of the market information or data provided.

本人（等）同意于本人（等）知悉出现任何损失、盗窃或未获授权使用本人（等）的密码、私人标识符及其它用户识别、户口或户口号码，或任何未获授权使用互联网服务或以之提供任何市场讯息或数据时，实时通知贵司。

- 1.7 I/We acknowledge that any information and data (including news and real time quotes) provided through the Internet Service or otherwise by telephone, electronic or other means, relating to securities and the securities markets has been obtained from stock exchanges and markets and from other third party service providers appointed by you from time to time and who may or may not be related to you.

本人（等）承认任何透过互联网服务或另行以电话、电子或其它方式提供的任何有关证券及证券市场的数据及数据（包括新闻及实时报价）乃是贵司从交易所、市场及贵司不时委聘的可能与贵司有关连或没有关连的其它第三者服务提供商所取得。

I/We further acknowledge and accept that 本人（等）进一步承认及接受：

Such information and data are or may be protected by copyright laws, and are provided for our personal non-commercial use only, and I/we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service providers. Such information and data are received by you from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you or by such service providers.

该等数据及数据受或可能受版权法律的保护，并提供给本人(等)只是作私人及非商业性的用途。本人（等）不可以在未经该等服务提供商的准许下使用、再制造、再传递、发放、出售、分布、出版、转播、散布或作其它商业用途。该等数据及数据乃由贵司从相信是可靠的来源所获取而来的，贵司或该等服务提供商并不担保任何该等信息及数据的准确性、完整性、实时性及先后次序。

- 1.8 I/We acknowledge and agree that neither you nor any of the service providers will be liable to me/us for any reliance by me/us on any of the information or data provided through the Internet Service, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/ us in reliance of such information or data.

本人（等）承认同意不论贵司或任何服务提供商均不会就本人（等）倚赖任何该等透过互联网服务提供的数据或数据，或该等数据或数据的可用性、准确性、完整性或实时性，或本人（等）依赖该信息或数据而所采取的行动或作出的决定而对本人（等）负责。

- 1.9 I/We acknowledge that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet Service are your exclusive property or of the relevant service providers, and agree and undertake that I/we shall not, and shall not at any time attempt to, tamper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet Service other than as authorised under this Agreement. I/We further undertake to notify you immediately if I/we become aware that any of such unauthorised use or access to the Internet Service by any other person.

本人（等）承认互联网服务的一切所有权及版权及其它知识产权为贵司专属的资产或是属于有关的服务提供商的，并同意及承诺除本协议所授权外，本人（等）不得及不得于任何时间企图窜改、变改、或另行以任何形式更改，或另行取用或企图得到取用互联网服务任何部份。本人（等）更承诺倘知悉出现任何其它人士的任何该等不获授权的使用或取用互联网服务时，实时通知贵司。

1.10 I/We agree to pay all subscription, service and use fees, if any, that you may charge from time to time for the use of the Internet Service.

本人（等）同意支付一切贵司可不时就使用互联网服务而收取的申领、服务及使用费。

1.11 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your absolute discretion at any time to terminate, without any liability to me/us, my/our access to the Internet Service or to any information or data from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorized use by me/us of the service and/or any of the information or data, or any password, personal identification number and other user identification or account number.

纵使本协议书的任何规定，贵司有绝对酌情权于任何时间在毋须任何通知及无任何规限下，不论因任何原因，包括本人（等）任何未获授权的使用该等服务及/或任何信息或数据或任何密码、私人标识符及其它用户识别或户口号码，终止本人（等）取用互联网服务或从任何服务提供商处取用任何信息或数据或其任何部份，而毋须对本人（等）负责。

1.12 I/We will be responsible to you and indemnify you on demand against any and all claims, demands, actions, losses, damages, costs (including legal costs) and expenses resulting from any unauthorized use by me/us of the Internet Service and/or any of the information or data.

本人（等）将会负担贵司及于被要求时偿付贵司任何及一切因本人（等）之任何未获授权而使用互联网服务及/或任何信息或数据而引起的索偿、索求、诉讼、损失、损害赔偿、费用（包括律师费）及支出。

## 2. The Account 户口

2.1 I/We acknowledge that I/we may access the Account through the Internet Service.

本人（等）承认本人（等）可透过互联网服务取用户口。

2.2 I/We confirm that all the information provided in the Account Opening Information Form are true, complete and accurate. I/We undertake to promptly inform you in writing of any changes to that information. You are also authorised at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers or any credit agency.

本人（等）确认开户数据表所载数据均属真实、完整及正确。倘该等数据有任何变更，本人（等）将会迅速的以书面通知贵司。本人（等）特此授权贵司于任何时间对本人（等）的信用进行查询，及与包括本人（等）的银行、经纪或任何信贷机构联络以核实所提供的数据。

2.3 You will keep information relating to the Account confidential, but may provide any such information to, including without limitation, the Exchange, the Clearing House, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or to any your associate company.

贵司将会对本人（等）户口的有关数据予以保密，但贵司可以根据联交所、证监会及任何其它监管机构的任何适用的法律或规例或应其要求，将该等数据提供予联交所、结算所、证监会及任何其它监管机构，或提供予任何贵司的联营公司。

2.4 I/We have received from you, and have read and fully understand and accept the provisions of the information to account holders pursuant to the Personal Data (Privacy) Ordinance (Cap. 486).

本人（等）已从贵司接获，亦已阅读并已完全明白及接受关于个人资料（私隐）条例（第486章）通知的规定。

- 2.5 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account, and that I/we am/are not related to or associated with any of your employees or agents including without limitation as a spouse or as a child under 18 years of such employees or agents and agree that if I/we am/are or become related to or associated with any of such employees or agents, I/we shall promptly notify you of the existence and nature of such association and acknowledge and agree that you may, upon receipt of such notice, at your absolute discretion, terminate the Account.

本人（等）仅此声明本人（等）为户口的最终实益拥有人，而本人（等）与贵公司之雇员或代理人包括但不限于作为该等雇员或代理人之配偶或 18 岁以下子女有任何关系或关连。本人（等）同意倘本人（等）与该等雇员或代理人变成有关系或有关连，本人（等）须迅速通知贵司该等关连的存在及其性质，并承认及同意贵司接获该通知时有绝对酌情权终止户口。

- 2.6 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your absolute discretion at any time to close the Account without ascribing any reason and without any liability to me/us for such closure by terminating this agreement.

纵使本协议的任何规定，贵司有绝对酌情权于任何时间结束户口，而毋须提出任何理由，亦毋须对本人（等）以终止本协议而结束户口的责任。

### 3. Laws and Rules 法律与规则

All transactions in securities which you effect on my/our instructions ("the Transaction") shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including the rules of the Exchange and the Clearing House as amended or supplemented from time to time. All actions taken by you in accordance with such laws, rules, regulations and directions shall be binding on me/us.

贵司按本人（等）的指示而进行的一切证券交易（「交易」须根据及受制于适用于贵司的有关法律、规则、规例、指示、习俗及常例而进行，包括联交所及结算所不时修改或补充的规则。贵司根据该等法律、规则、规例及指示而采取的所有行动均对本人（等）具有约束力。

### 4. Transaction 交易

- 4.1 You shall act as my/our agent in effecting the Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.

除非贵司（在有关交易或其它情况下于买卖通知中）表示贵司担任委托人，否则贵司将以本人（等）代理人身份进行交易。

- 4.2 I/We acknowledge and agree that I/we shall be solely responsible for all orders communicated through the Internet Service, and neither you nor any of your directors, officers or employees shall be liable to me/us, or to any other person claiming under or through me/us, for any claims made with respect to the receipt and execution of any such orders.

本人（等）承认及同意本人（等）须单独负责所有透过互联网服务传达之指令，而贵司及任何贵司之董事、高级职员及雇员均不须就接获及执行任何该等指令所作出的索偿对本人（等）或任何其它经本人（等）索偿的人士负责。

- 4.3 Any orders communicated to you through the Internet Service will be considered to have been sent by me/us. I/We agree to notify you immediately if I/we do not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by me/us through the service has been



received or executed; receive a written confirmation of an order or its execution which is not accurate or which I/we did not place.

任何透过互联网服务给贵司的指令将会被当作由本人（等）发出。本人（等）同意实时通知贵司，本人（等）：就任何由本人（等）透过该服务落盘但其后并无接获有关其被收到或被执行的任何确认（不论是以复印文本、电子或口头方式）；接获有关指令或其被执行之书面确认但发觉有不正确之处，或接获本人（等）并无发出指令之交易的书面确认。

- 4.4 You shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be): there is a sufficient cleared fund in the Account; or there are sufficient securities in the Account, for settlement of the relevant transaction.

贵司有绝对酌情权接纳或拒绝任何指令或执行任何指令直至（视情况而定）：户口内有足够可即时动用的资金；或户口内有足够证券作有关交易的交收之用。

- 4.5 I/We acknowledge and agree that you and your directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by me/us arising from any delay or failure to perform any of your obligations hereunder or in the transmission, receipt, execution or confirmation of orders due to any breakdown, interruption or failure of transmission of the Internet Service or any communication equipment or facilities or to any unauthorised access, tampering, modification or alteration of the service and/or the data and information contained therein or to any other cause or causes beyond your control including but not limited to government restriction, exchange or market rulings, suspension of trading, severe weather, earthquakes and strikes, and should I/we experience any problems in communicating with you through the Internet Service, I/we shall use all other alternative means available to me/ us to communicate with you.

本人（等）承认及同意贵司及贵司的董事、高级职员、雇员及代理毋须对任何贵司延迟或未有履行其责任，或因互联网服务或任何通讯仪器或设施之故障、受干扰或传送失灵，或因任何未获授权取用、窜改、变改或更改该服务及/或载于其中的数据及数据，或非贵司控制范围之任何其它原因所造成（包括但不限于政府限制、交易所或市场裁断、暂时停牌、恶劣天气、地震及罢工）的任何损失或可能蒙受的损失负上任何责任。倘本人（等）透过互联网服务与贵司接触发生任何问题，本人/吾等须使用其它一切可供本人（等）选择的替代方式与贵司联络。

- 4.6 I/We agree that I/we have solely made and relied upon my/our own judgments and decisions with respect to each transaction, and have not relied or will not rely upon any advice or information or suggestion rendered by any of your directors, officers, employees or agents.

本人（等）同意本人（等）就每项交易均单独地依赖本人（等）的判断及决定而作出，并无依赖或不会依赖任何贵司的董事、高级职员、雇员或代理人的意见或数据或建议。

- 4.7 On all Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses of or in respect of the Transactions. You may deduct such commissions, charges, levies, duties, fees and expenses from the Account.

本人（等）须就所有交易向贵司支付贵公司通知本人（等）的佣金和收费，以及缴付联交所不时征收的适用征费，并缴纳所有有关交易的适用印花税、银行收费、费用及其它支出。阁下可以从户口中扣除该等佣金、收费、征费、税项、费用及支出。

- 4.8 If I/we reside or give any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given, and I/we further agree that I/we shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. I/we accept that there may be taxes,

duties, impositions or charges payable to relevant authorities in respect of my/our residing or the giving of any order outside Hong Kong and the execution of such order, and I/we agree to pay such taxes, duties, impositions or charges as are applicable. I/We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.

倘本人（等）住处或向贵司发出任何指令的地点为香港以外的地方，本人（等）同意确保及表明该等指令之发出将遵从于本人（等）发出指令的有关司法管辖区的任何及一切适用法律，而本人（等）更同意本人（等）遇有疑问时，应于有关司法管辖区咨询或取得法律及专业意见。本人（等）接纳就本人（等）之住处或发出指令地点为香港以外地方而该指令被执行可能需要向有关机构缴付征税、税项、赋税或收费，而本人（等）同意缴付该等适用的征税、税项、赋税或收费。本人（等）进一步同意于被要求时偿付贵司可能因本人（等）之住处或发出指令地点在香港以外的地方而引致贵司蒙受的任何索偿、索求、法律诉讼、费用及支出。

- 4.9 Unless otherwise agreed, in respect of each Transaction unless you are already holding cash or securities on my/ our behalf to settle the Transaction, I/we will pay you cleared funds or deliver to you securities in deliverable form (as the case may be); or otherwise ensure that you have received such funds or securities by such time as you have notified me/us in relation to that transaction. If I/we fail to do so, you may without any liability on your part in the case of a purchase Transaction, sell the purchased securities and/or any other securities which you are already holding on my/ our behalf to satisfy my/ our obligations to you; and in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

就每一宗交易，除另有协议外或除非贵司已代本人（等）持有现金或证券供交易交收之用，否则本人（等）将会在贵司就该项交易通知本人（等）的期限之前向贵司交付可实时动用的现金或可以交付的证券（视情况而定），或以其它方式确保贵司收到该等资金或证券。倘本人（等）未能这样做，贵司可以毋须负上任何责任下（如属买入交易）出售买入证券及/或任何其它贵司代本人（等）持有的证券以偿还本人（等）对贵司的责任；及（如属卖出交易）借入及/或买入证券以进行交易的交收。

- 4.10 I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our settlement failures.

本人（等）将会负担贵司及来索即偿付贵司因本人（等）未进行交收而引起的任何损失、费用及开支。

- 4.11 I/We hereby agree to pay interest on all overdue balances (including interest arising after judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人（等）仅此同意就有逾期未付款项（包括对本人（等）裁定的欠付债务所引起的利息），按贵司不时通知本人（等）的利率及其它条款支付利息。

- 4.12 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/ we shall not be responsible to you for the costs of such purchase.

就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致贵司须买入证券进行交收，本人（等）毋须为买入该等证券的费用向贵司负责。

- 4.13 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.

倘沽盘是有关非由本人（等）拥有的证券，即涉及卖空交易，本人（等）将会通知贵司。

4.14 I/We understand and agree that, for our mutual benefit and protection, you may electronically monitor or record any of my/our electronic, telephone or other means of communication and orders (if necessary) conducted with you.

本人（等）明白及同意为相互的利益及保护，贵司可以电子方式操控或记录任何本人（等）与贵司以电子、电话或其它形式的通讯及经贵司达成的指令（如需要时）。

4.15 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/us written notice to the contrary within seven (7) days after the date after such notice, statement, confirmation or other communication is deemed to have been received by me/us.

于任何通告、账单、确认书或其它通讯所指或提及之每一项交易须被视为正确及经由本人（等）确认，除非贵司于该等通告、账单、确认书或其它通讯被视为已由本人（等）收妥后七天内接获本人（等）所作与之相反的书而通知。

4.16 Every statement of account shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account.

在无显然的错误出现下，每一张户口账单中之款项须为最终的借方或贷方结存，对本人（等）均具约束力。

## 5. Safekeeping of Securities 证券的保管

5.1 Any securities which are held by you for safekeeping may, at your discretion: (in the case of registrable securities) be registered in my/our name or in the name of your nominee; or be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

由贵司寄存妥为保管的任何证券，贵司可以酌情决定：如属可注册证券，以本人（等）的名义或以贵司的代理人名义注册；或存放于贵司的往来银行或提供文件保管设施的任何其它机构妥为保管。如属香港的证券，该机构应为证监会认可的提供保管服务机构。

5.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/ we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘证券未以本人（等）的名义注册，贵司于收到该等证券所获派的任何股息或其它利益时，须按本人（等）与贵公司的协议记入本人（等）的户口或支付予或转账予本人（等）。倘该等证券属于贵公司代客户持有较大数量的同一证券的一部份，本人（等）有权按本人（等）所占的比例获得该等证券的利益。

5.3 Unless you have obtained my/our written authority under section 148 of the Securities and Futures Ordinance, you should not deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system; borrow or lend any of my/our securities; or otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purposes.

除非贵司根据《证券及期货条例》第148条获得本人（等）书面授权，否则贵司不得将本人（等）的任何证券存放在银行机构，作为贵司所获垫支或贷款的抵押品，或者存放在结算所，作为履

行贵司在结算系统下之责任的抵押品；借贷本人（等）的任何证券；或基于任何目的以其它方式放弃本人（等）的任何证券之持有权（交由本人（等）持有或按本人（等）的指示放弃持有权除外）。

## 6. **Cash held for me/us** 代本人（等）保管的现金

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

代本人（等）保管的现金须依照适用法律不时之规定，存放于一家持牌银行所开立的一个客户信托账户内（此等现金不包括贵司就交易取得，而且须为交收而转付或转付予本人（等）的现金）。

6.2 I/We authorise you at any time and from time to time and at your absolute discretion to withhold, withdraw, pay to and retain for your own use and benefit absolutely any and all sums or amounts at any time and from time to time earned, accrued, paid, credited or otherwise derived by way of interest or premium from the payment into or retention at any time or from time to time of (i) any amount in the client trust account established by you under the Securities and Futures Ordinance; and (ii) any amount at any time paid to or received or held by you or any of your nominees, agents, representatives or bankers for my/our account in any other circumstances for any purpose or pursuant to any transaction.

本人（等）授权贵司随时及不时绝对酌情决定扣、提取、支付予贵司以及纯粹为贵司本身用途及利益而保留在任何时间或不时赚取、应计、获付、计入或于其它情况下随时及不时来自保留(i) 由贵司根据《证券及期货条例》所开立之任何信托账户之任何数额及(ii)于其它情况下就任何目的或根据任何交易由贵司或贵司任何代名人、代理人、代表或银行代本人（等）之户口不时支付、收取或持有之任何数额所产生之利息或溢价之任何及所有金额及数额。

## 7. **Risk Disclosure Statement** 风险披露声明

7.1 I/We acknowledge that the price of securities can and does fluctuate, and that any individual securities may experience downward movements, and may under some circumstances even become valueless. I/We therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.

本人（等）承认证券之价格可能反复波动，任何个别证券之价格皆可下跌，在若干情况下甚至会变得一文不值。因此，本人（等）明白买卖证券可能须承受引致亏损而非赚取利润之固有风险。

7.2 I/We also acknowledge that there are risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities.

本人（等）亦承认将证券交由贵司保管可能存在风险。例如当贵公司持有本人吾等的证券而贵司无力偿债时，本人（等）取回证券时可能会受到严重阻延。

7.3 I/We acknowledge and accept that the internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. I/We acknowledge that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities,

errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including my/our personal data.

本人（等）承认及接纳通讯的公开性质，互联网作为通讯媒体及提供信息服务固有不可靠之处，而该等通讯及服务方式的准确性、可靠性及完善性有赖，当中包括服务提供商以及该等提供者及其它参与者不时使用及操作的电话、调制解调器、电线、系统、设施等等。本人（等）承认因该等不可靠，所以采用该等通讯方式存在风险，包括互联网服务或任何通讯器材或设施的过密、破坏、干扰或传递失灵；传递及接获指令及其它数据及数据以及执行及确认指令时有失误、错漏或延误以及或执行指令的价格与于发出指令时或从服务所显示的价格可能有所不同。亦有其它风险如未获授权的取用、窜改、变更或更改该服务及/或于该服务中使用或组成的系统、灵件及软件可能引致数据及数据报括本人（等）的个人资料被受使用、操踪、提取或偷窃或遗失。

- 7.4 These are risks that I/we are prepared to accept.  
此乃本人（等）准备接受之风险。

## 8. Compensation Fund 赔偿基金

If you fail to meet your obligation to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

如贵司未有履于贵司根据本人（等）之义务，本人（等）有权根据赔偿基金不时之条款，向按《证券及期货条例》设立之赔偿基金索偿。

## 9. General 一般规定

- 9.1 All securities purchased or acquired for or on my/our behalf, or in which I/we have an interest (either individually or jointly with others) and which are held for my/our Account, including all rights, dividends or interest thereon, and all monies and other property at any time held by you on my/our behalf, shall be subject to a general lien in your favour for the performance of my/our obligations to you arising in respect of dealing in securities for me/us. In the event of any failure by me/us to perform with such obligations or in payment on demand or on the due date therefore of any of my/our indebtedness to you hereunder, you may without liability on your part sell or otherwise realise the whole or any part of such security as when and how and at such price and on such terms as you may fit and to apply the net proceeds of such sale or realisation and any monies for the time being held by you in or towards discharge of my/our obligations and indebtedness to you.

所有为或代本人（等）购入或买入或本人（等）有权益（不论属个人或与他人共同拥有）及于本人（等）户口持有的证券，包括所有权利、股息或利息，以及所有由贵司代本人（等）不时持有的款项及其它物业均受制于贵司的全面留置权，以确保本人（等）履行对贵司代本人（等）买卖证券而产生的责任。倘本人（等）就任何本人（等）欠贵司的款项未有履行该等责任或于被要求时或到期付款日未有作出偿付，贵司可于贵司认为合适的该等时间、方法及价格出售该等证券之全部或任何部份而毋须付上任何责任，并可将该等出售的剩余利润及任何当时由贵司代本人持有的款项用作付清本人（等）对贵司的责任及欠款。

9.2 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.

倘贵司的业务有重大变更，并且可能影响贵司为本人（等）提供的服务，贵司将会通知本人（等）。

9.3 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

单数名应具有复数含义，反之亦然。提及一种性别即涵盖所有性别，而有关「人士」一词之提述，应包括商号或独资经营者、合伙经营者、财团及公司，反之亦然。

9.4 If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

倘本协议之任何条文被任何适合的司法管辖权法院或监管机构或机关判定无效或不能强制执行，则该项有关无效或不能强制执行之判定只适用于该条文。其余条文之有效性将不会因此受到影响，而本协议将继续获得执行，犹如该无效或不能强制执行之条文并无载于本协议内一样。

9.5 Where we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed, as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.

倘吾等包括多于一人或一方，吾等每一个人或一方所负之责任为并同及个别，而提述吾等时须被诠释为吾等任何或每一个人或一方。贵司有权各别与吾等任何一人或一方磋商，包括于并无影响其它人之法律责任之情况下解除任何法律责任。

9.6 All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile or telephone or electronic mail to any number or address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone) and upon receipt of a message confirming transmission or receipt (in the case of facsimile transmission or electronic mail) and that no such notice or communication need be signed on your behalf.

所有给予本人（等）之通告及通讯，可用邮递方式寄往贵司记录内不时显示之本人（等）任何一个商业、住宅或通讯地址，或将该等通告及通讯交付本人（等）或交付往该地址，或以电传、传真、电话或电邮传送往为此而不时通知贵司之号码或地址，方为有效地发出。所有给予本人（等）之通告及通讯，将于(a) 邮寄该通知后第二个营业日(于邮寄之情况下)，及(b) 于交付时(于当面交付之情况下)、发出时(于使用电传之情况下)或传达时(于使用电话之情况下)及接获确实或收到的讯息时(于使用传真或电邮之情况下)，均视作已被收妥，而该等通告及通讯毋须由贵司之代表签署。

9.7 To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us and such amendments shall come into effect immediately upon my/our deemed receipt of your notice. I/We acknowledge and agree that if I/we do not accept any amendments as notified by you from time to time, I/we shall have the right to terminate this Agreement.

在法律容许之范围内，贵司可不时通知本人（等），修订本协议书之任何条件及条款。该等修订于本人（等）被视作接获贵司之通告时立即生效。本人（等）得悉及同意，倘本人（等）不接受贵司不时通知之任何修订本人（等）将有权终止本协议。

9.8 Any waiver by you of any time or strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on your part shall in no event constitute or be considered as a waiver by you of any of your powers, rights, remedies or privileges.

贵司于任何时间未能坚持严格遵守本协议书之任何条件或条或贵司方面持续该行为，于任何情况下均不构成或被视作贵司放弃任何贵公司之权力、权利、补偿或特权。

9.9 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with your prior written consent.

除非获得贵司之事前书面批准，否则本人（等）不得将本协议书下任何本人（等）之权利及/或义务转让予任何其它人士。

9.10 This Agreement may be terminated at any time by written notice given by either party to this Agreement provided that any such termination shall not affect any transaction entered into by you prior to your receipt of such written notice and shall be without prejudice to any of your or my/our rights and remedies accrued prior to such termination.

本协议书之任何一方可以随时以书面通知对方终止本协议书，惟任何该等终止不会影响贵司于收到该书面通知前所订立之任何交易，亦不会损害收到该通知前贵司或本人（等）之任何交易，亦不会损害收到该通知前贵司或本人（等）之任何权利、权力或责任。

I/We confirm that I/we have read the English/Chinese version and agree to the terms of this Agreement, which have been explained to me/us in a language which I/we understand. I/we also acknowledge and accept that in the event that there is any inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

本人（等）确认本人（等）已详阅本协议书的英文/中文版本，并同意本协议书的条款，而且该等条款已经以本人（等）明白的语言向本人解释。本人（等）亦确认及接纳倘本协议书之中英文版本出现任何歧义，应以英文本为准。

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## MARGIN CLIENT AGREEMENT

### 保证金客户协议

THIS AGREEMENT is made on the \_\_\_\_ [Day] DAY of \_\_\_\_\_ [Month][Year]

Between

- (A) **PATRONS SECURITIES LIMITED** whose registered office is at Unit 3214, Cosco Tower, 183 Queen 's Road, Sheung Wan, Hong Kong (hereinafter referred to as "PATRONS"); and  
**百惠证券有限公司**, 其注册办事处在香港上环皇后大道中 183 号中远大厦 32 楼 3214 室( 以下称为「百惠证券」) ; 及
- (B) **the undersigned client(s) whose name(s) and identification number are as appeared on the signatory page of this agreement (hereinafter referred to as the "Client(s)").**  
**以下签署客户, 其姓名和身份证号码载于本协议书的签署页 (以下称为「客户」) 。**

In consideration of PATRONS's opening and maintaining at the Client(s)' request margin securities trading account(s) ("the Margin Account") for Client(s) and PATRONS's agreeing to act as Client(s)' agent or broker for the execution of orders for the purchase or sale of securities of every type and description, the Client(s) hereby agrees to effect Transactions as hereinafter defined subject to the following terms and conditions of this Margin Client Agreement ("the Agreement"):-

鉴于百惠证券咨询客户要求开立及持续运作保证金证券买卖账户(「账户」)给客户; 又鉴于百惠证券同意作为客户的代理或经纪, 执行各式及各类证券买卖交易指示(见下文释义, 客户兹同意根据下列本协议书的条件进行交易(「协议书」): -

## 1. DEFINITIONS 定义

1.1 This Agreement shall be read in conjunction with and as a supplement to the Securities Client Agreement and Schedule entered into by Client(s) and PATRONS (“Securities Client Agreement”). Where any conflict arises between the provisions of the Securities Client Agreement, the provisions of this Agreement shall prevail.

本协议书作为客户与百惠证券所订立的证券交易客户协议及附表（「证券客户协议」）的补充文件，应与其一并阅读。若证券客户协议与本协议书的条文有任何冲突，概以本协议书的条文为准。

1.2 Terms defined in this Agreement have the same meanings as in Client(s) Agreement for Securities Trading unless stated otherwise.

除非另有说明，在本协议书内所界定的词语，其涵义与证券客户协议中该等词语的涵义相同。在证券客户协议内对「帐户」的提述视作包括根据本协议书开立的保证金账户。

1.3 Reference to “Account” in Client(s) Agreement for Securities Trading is deemed to include the Margin Account as established pursuant to this Agreement.

在证券客户协议内对「帐户」的提述视作包括根据本协议书开立的保证金账户。

1.4 Reference to a singular expression includes the plural and vice versa, and reference to a gender includes any gender.

对单数词语的提述包括复数，反之亦然，而对某性别的提述包括任何性别。

**“Collateral”** means all Securities and all monies of the Client which are now or shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by PATRONS, or nominees, or transferred to or held by any other person in circumstances where PATRONS accepts the same as security for the Client’s obligations under this Agreement. The Collateral shall include those monies and Securities that shall come into the possession, custody or control of PATRONS from time to time for any purpose whatsoever (which shall include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).

**「抵押品」**指抵所有客户之证券，以及现时或此后任何时间存放于、转调或促致转调予百惠证券持有的，或者转调予任何其他人士或由任何其他人士持有的客户之一切款项，而在该等情况下，百惠证券接纳以此作为客户在本协议书下责任的抵押。抵押品应包括不时为任何目的而成为由百惠证券管有、托管或控制的该等款项及证券（应包括任何额外或取代证券以及任何时候通过对或就任何该等证券或额外证券或取代证券的赎回、分红、优先权、期权或其他方式累计的一切已支付或应支付的股息、利息、权利、权益、款项或财产）。

**“Margin Limit”** is the maximum amount of facility that the Company will grant the Client irrespective of the amount of the Client’s Collateral and Margin Ratio.

**「保证金限额」**是指不管客户的抵押品金额和保证金比率如何，本公司可提供予客户的最大融资金额。

“**Margin Ratio**” is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from the Company against the Collateral.

**「保证金比率」**是指抵押品价值的一个百分率，而该百分率将不高于客户可向本公司借用的金额(或担保其他形式的财务通融)与抵押品价值的百分率。

“**Loan**” means the aggregate principal amount and interest owing to PATRONS under the Margin Facility at any relevant time.

**「贷款」**指根据保证金融通而于任何有关时间欠负百惠证券的合计本金金额及利息。

## 2. MARGIN FACILITY 保证金融资

2.1 PATRONS shall provide Client(s) with credit facilities (“Margin Facility”) and in respect of transactions in Securities, the account which PATRONS establishes with Client(s) to record such Margin Facilities or transactions is said to be a margin securities trading account (“Margin Account”). Client(s) shall open and maintain a Margin Account with the PATRONS subject to the Securities Client Agreement and this Margin Client Agreement and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable). The Margin Facility is extended by PATRONS to Client(s) in accordance with the provisions set out in this Margin Client Agreement, any fees and charges sheet from PATRONS to Client(s) and the Securities Client Agreement (collectively called “Margin Facility Terms”). Client(s) agrees to use the Margin Facility only in connection with the acquisition or holding of Securities by PATRONS for Client(s).

百惠证券就证券交易向客户提供信贷融通（「保证金融通」），百惠证券为客户开立的用以记录该等保证金融通或交易的帐户称为保证金证券交易帐户（「保证金账户」）。客户须根据证券客户协议及本保证金客户协议及电子交易服务之附加条款（如适用）及新上市证券之附加条款（如适用）与百惠证券开立及维持保证金账户。保证金融通将按照本保证金客户协议，本公司提供给客户的任何收费表及证券客户协议内所订定之条款（统称「保证金客户条款」）而提供给客户。客户同意该融资只会用在有关于本公司为客户购入或持有证券之用途。

2.2 PATRONS is authorized by Client(s) to draw on the Margin Facility to settle any amounts due to PATRONS in respect of purchase of Securities and to finance continued holding of Securities, the payment of commission, interest and any other expenses incidental to the operation of the Margin Account and any other sums owing to PATRONS.

客户授权百惠证券可动用保证金融通，用作购买证券及继续持有证券或支付佣金或与保证金有关账户运作而引致的费用或其他欠百惠证券的款项。

2.3 The Margin Facility is repayable on demand anytime. PATRONS may, in its absolute discretion, vary the terms in this Clause 2 or terminate the Margin Facility at any time it thinks fit. PATRONS is not obliged in any way to provide financial accommodation to Client(s). For the avoidance of doubt, if a debit balance arises in any Margin Account,

PATRONS shall not be, nor shall PATRONS be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that PATRONS permits a debit balance to arise in any Margin Account so debited shall not imply any obligation on the part of PATRONS to advance monies or incur any obligation on Client(s)'s behalf on any subsequent occasion, but without prejudice to the obligations of Client(s) in respect of any debit balance which PATRONS does permit to arise.

保证金融通须于要求下清还。百惠证券有绝对的酌情权更改本第2条的有关条款或于任何百惠证券觉得适当的时候终止保证金融通。百惠证券并无责任向客户提供财务协助。为避免疑问，如果客户的任何保证金账户出示借方结余，百惠证券无义务而且不应被视为有义务提供或继续提供任何财务通融。尤其是(但不限于)，百惠证券允许任何保证金账户出现借方结余，不代表百惠证券有任何义务在任何随后的情况下提供垫款或代客户承担任何义务，而客户对百惠证券所允许出现的任何借方结余应有的义务不因此而受影响。

- 2.4 Client(s) shall provide and maintain adequate Collateral and provide such additional Collateral in the manner and within the time limit specified by PATRONS for the compliance with the margin requirements set by PATRONS. PATRONS in its absolute discretion determines the amount, type and form, manner of delivery, calculation basis of permissible value and timing of the delivery of the required Collateral. PATRONS may change the margin requirements at any time in its absolute discretion without prior notice to Client(s). Any failure of Client(s) in providing the required Collateral in Clauses 2.4 or 2.5 or 2.6, constitutes an Event of Default and PATRONS is entitled to dispose of any of the Collateral without prior notice to Client(s).

客户须在百惠证券指明的时限及方式提供及维持足够的有关抵押品及提供该等额外的有关抵押品，以遵守百惠证券订立的保证金规定。百惠证券有权行使其绝对酌情权，厘定所需有关抵押品的数额、种类及形式、交付的方式、计算可允许价值的基准及交付的时限。百惠证券可按其绝对酌情权在不须事先通知客户情况下，不时更改保证金规定。如果客户未能根据本第 2.4 或 2.5 或 2.6 条提供足够的有关抵押品，这将会构成为失责事件，而无须给予客户事先通知百惠证券有权处置有关抵押品。

- 2.5 The time for provision of Collateral and for payment of margin deposit is of the essence and if no time is stipulated by PATRONS in making a demand for Collateral or margin deposit, Client(s) is required to comply with such demand within one hour from the time of making such demand (or in a shorter period if so required by PATRONS). Client(s) also agrees to pay immediately in full on demand any amount owing under the Margin Facility. All initial and subsequent payments for margin deposits shall be made in cleared funds and in such currency and in such amounts as PATRONS may in its sole direction require.

提供有关抵押品及保证金的时间为关键要素，如百惠证券提出要求有关抵押品或保证金时未有指明时限，客户须在该要求时起计一小时内（或按百惠证券规定更早时限）遵守该要求。客户亦同意于百惠证券要求时立即悉数偿还因保证金融资欠下债项。所有就保证金的首笔及之后付款，一律应为实时可动用资金，且百惠证券有绝对酌情权规定货币种类及金额。

- 2.6 Notwithstanding Clauses 2.4 and 2.5, in the event that it is in the sole opinion of PATRONS that it is impracticable for PATRONS to make demand on Client(s) for additional Collateral pursuant to Clause 2.3, PATRONS shall be deemed to have made

such demand of additional Collateral in such form and amount as PATRONS may determine and such demand shall become immediately due and payable by Client(s). The aforesaid impracticality may be due to the following (without limitation) rapid changes or development involving prospective changes:

纵然第 2.4 条及第 2.5 条已有规定，当百惠证券单方面认为按照第 2.3 条要求客户提供额外有关抵押品实际上并不可行，百惠证券应被视作已经按照百惠证券决定的方式及 / 金额提出追收有关抵押品，而该等要求已经到期，客户须实时支付。上文的实务上不可行的情况，是由于(包括但不限于)下列的急剧转变或发展涉及预期的变化:

(A) any local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of PATRONS likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or  
任何本地、国家、国际金融体系、财经、经济或政治环境或外汇管制的状况，而此等已经或可能出现的转变或发展已构成或百惠证券认为可能构成对香港及 / 或海外证券、外汇、商品期货市场的重大或不良波动；或

(B) any event which is or may be of a material adverse nature affecting the conditions of Client(s) or operations of the Margin Account.  
任何已经或可能出现的转变或发展已经或可能在性质上严重影响客户的状况或保证金有关账户的运作。

2.7 Subject to Clause 2.8 below, PATRONS may grant Client(s) a Margin Facility of such amount up to the Margin Limit as may be notified to Client(s) from time to time. The Margin Limit available to Client(s) and the Margin Ratio may be varied at the discretion of PATRONS without any prior notice to Client(s). Notwithstanding the Margin Limit as notified to Client(s), PATRONS may at its discretion

在受下文第2.8条的规限下，百惠证券可批予客户的保证金融通，其款额不超过百惠证券可能不时通知客户的保证金限额。百惠证券可酌情决定更改向客户提供的保证金限额和保证金比率而无需事先通知客户。尽管已通知客户有关保证金限额，百惠证券仍可酌情决定

(A) extend the Margin Facility to Client(s) in excess of the Margin Limit and Client(s) agrees that Client(s) shall be liable to repay the full amount of any Margin Facility given by PATRONS on demand, or

向客户提供超出保证金限额的保证金融通，而客户同意，客户负有法律责任按及要求偿还百惠证券所发给的任何保证金融通之全数款额，或

(B) refuse to make available to Client(s) any advance under the Margin Facility at any time even if the Margin Limit applicable at that time has not been exceeded.

随时拒绝根据保证金融通向客户提供任何放款，即使当时适用的保证金限额并未被超过。

2.8 PATRONS will not at any time be obliged to provide any Margin Facility to Client(s). In particular, Client(s) understands that PATRONS will be under no obligation to provide or continue to provide any Margin Facility if any of the following circumstances arises: -

百惠证券在任何时候均有权不向客户提供任何保证金融通。特别是，客户明白在下述任何情况发生时，百惠证券将没有任何责任提供或继续提供任何保证金融通:

(A) Client(s) is in default of any provisions of Margin Facility Terms; or  
客户违反任何保证金客户条款；或

(B) in the opinion of PATRONS there is or has been a material adverse change in Client(s)'s financial condition or in the financial condition of any person which might adversely affect Client's ability to discharge his liabilities or perform his obligations under the Margin Facility Terms; or

百惠证券认为客户的财务状况或任何人士的财务状况有或已经有重大的不利改变，而这对客户根据保证金融通条款清偿其债务或履行其责任的能力可能有不利影响；或

(C) making an advance would cause the applicable Margin Limit to be exceeded; or  
作出放款会导致超出适用的保证金限额；或

(D) PATRONS in its absolute discretion considers it prudent or desirable for its protection not to do so.

百惠证券以其绝对酌情权认为，为保障其利益而不提供或持续提供有关保证金融通是审慎和合宜的。

2.9 Client(s) agrees to pay interest on a daily basis on the amount of the Margin Facility granted to Client(s). The interest rate shall be at a percentage above PATRONS's cost of funds which will vary according to the prevailing money market situation and as notified to Client(s) by PATRONS from time to time. Such interest charges may be deducted by PATRONS from the Margin Account or any other account of Client(s) with PATRONS.

客户同意就提供给客户的保证金融通款额支付按日计算的利息。息率应按百惠证券取得资金的成本另加某个百分率计算，并将根据当时的货币市场情况而更改，且由百惠证券不时通知客户。该等利息收费可由百惠证券从保证金账户或客户设于百惠证券的任何其他账户中扣除。

### 3. CHARGE 押记

3.1 Client(s), as beneficial owner, charges in favour of the PATRONS by way of first fixed charge all Client(s)'s respective rights, title, benefits and interests in and to all Collateral as a continuing security ("the Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by Client(s) to PATRONS, or for which Client(s) may be or become liable to PATRONS on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name, style or firm) together with interest from the date of accrual or date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of PATRONS ("Secured Obligations").

客户以实益拥有人的身份，以第一固定抵押方式向百惠证券抵押所有客户于抵押品的各种权利、所有权、利益及权益，以作为持续的抵押（「押记」），以便客户在接获要求后偿付客户可能欠百惠证券或其联营公司的所有款项及债项（绝对或有的），及客户在现时或将来履行保证金客户条款下可能到期、所欠或招致的义务，或客户不论于任何账户或以何种形式而欠百惠证券的债项（不论是单独或与任何其他人士一起，及不论以何种名称形式或商号），连同由作出还款要求日期至付还日期期间的利息，以及在百惠证券记录中所列的任何佣金、法律或其他费用、收费及开支（「有抵押债务」）。

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

即使客户作出任何中期支付或清结保证金有关账户或全部或部份付清有抵押债务及即使客户结束保证金账户及其后再重新开户, 押记将仍属一项持续的抵押并仍有效力。

3.3 PATRONS is entitled to exercise any voting right or other right in respect of the Collateral for the protection of PATRONS's interest in the Collateral and Client(s) shall not exercise any right attaching to the Collateral in any manner which, in PATRONS's opinion, may be inconsistent with the obligations under this Agreement or prejudicial to PATRONS's right in the Collateral.

百惠证券有权行使涉及有关抵押品的表决权及其他权利以保障其在有关抵押品的利益。倘若客户行使其在有关抵押品的权利, 会与其在本协议的义务有所矛盾, 或在任何形式下可能会影响百惠证券就有关抵押的利益, 客户不得行使该权利。

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

只要仍有未偿还的有抵押债务, 百惠证券有权在未事先通知或获得客户同意前, 行使其绝对酌情权以其认为适合的条款及方式为保障其利益, 处置或以其他方式处理有关抵押品(任何部份或全部), 用以偿还有抵押债务, 尤其客户未能依百惠证券要求提供的有关抵押品时或市场价格发生重大波幅时。如出售有关抵押品后, 仍有缺欠, 客户须实时向百惠证券支付, 用以弥补该不足之数。

3.5 Client(s) shall pay or reimburse PATRONS immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of PATRONS under this Agreement.

客户须按要求向百惠证券实时支付或偿还所有与执行或保障百惠证券根据本协议享有的任何权力有关的费用(包括追数收费及以足额弥偿为基准的法律费用)及开支。

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

在不影响上述的概括性原则下, 押记或其所抵押的数额将不会受以下所述任何事物影响:

(A) any other security, guarantee or indemnity now or hereafter held by PATRONS in respect of the Secured Obligations;

就有抵押债务, 百惠证券现时或将来所持有的任何其他抵押、担保或弥偿;

(B) any variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge except to the extent of the relevant variation, amendment, waiver or release);

任何抵押、担保或弥偿或其他文件的任何其他修订、更改、宽免或解除(包括押记, 除有关的修改、修订、宽免或解除外);

- (C) the enforcement or absence of enforcement or release by PATRONS of any security, guarantee or indemnity or other document (including the Charge);  
百惠证券就任何抵押、担保或弥偿或其他文件(包括该押记)的强制执行或没有强制执行或免除;
- (D) any time, indulgence, waiver or consent given to Client(s) or any other person whether by PATRONS;  
不论由百惠证券向客户或其他人士所给予的时间、宽限、宽免或同意;
- (E) the making or absence of any demand for Collateral or payment of any sum payable under the Agreement made on Client(s) whether by PATRONS or any other person;  
不论由百惠证券或任何其他人士所作出或没有作出根据本协议条款的任何提供有关抵押品或偿还款项的要求;
- (F) the insolvency, bankruptcy, death or insanity of Client(s);  
客户的无偿债能力、破产、死亡或精神不健全;
- (G) any amalgamation, merger or reconstruction that may be effected by PATRONS with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of PATRONS to any other person;  
百惠证券与任何其他人士进行合并、兼并或重组或向任何其他人士出售或转移百惠证券的全部或部分业务、财产或资产;
- (H) the existence of any claim, set-off or other right which Client(s) may have at any time against Broker or any other person;  
在任何时候客户对百惠证券或任何其他人士所存在的任何申索、抵销或其他权利;
- (I) any arrangement or compromise entered into by PATRONS with Client or any other person;  
百惠证券与客户或任何其他人士订立的安排或妥协;
- (J) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;  
涉及该融资的任何文件的条文或任何抵押、担保或弥偿(包括该押记)之下及有关的条文的不合法性, 无效或未能执行或缺陷, 不论原因是基于越权、不符合有关人士的利益或任何人未经妥善授权、未经妥善签立或交付或因为任何其他的缘故;



**(K)** any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by Client(s) on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or

任何根据涉及破产、无偿债能力或清盘的任何法律可以避免或受其影响的协议、抵押、担保、弥偿、支付或其他交易，或任何客户依赖任何该等协议、抵押、担保、弥偿、支付或其他交易所提供或作出的免除、和解或解除，而任何该等免除、和解或解除因此须被视为受到限制；或

**(L)** any other thing done or omitted or neglected to be done by PATRONS or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect Client(s)'s liabilities under the terms of this Agreement governing the Margin Facility.

任何由百惠证券或任何其他人士所作出或遗漏或忘记作出的事物或任何其他交易、事实、事宜或事物(如果不是因为本条文)可能在运作上损害或影响客户在与保证金融资有关的本协议条款项下的责任。

### 3.7 Client(s) represent and warrant that:-

客户声明及保证:

**(A)** the Collateral is legally and beneficially owned by Client(s);

抵押品是由客户合法及实益拥有;

**(B)** Client(s) is entitled to deposit the Collateral with PATRONS; and

客户有权将抵押品存放于百惠证券; 及

**(C)** the Collateral is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other Securities comprised in the Collateral are fully paid up.

抵押品是及将会维持不带有任何类别的留置权、押记或产权负担，以及抵押品所包含的任何股额、股份及其他证券均已缴足股款。

### 3.8 Client(s) agree to the following:

客户同意下列各项:

**(A)** Subject to giving Client(s) notice, PATRONS will have the right to exercise rights relating to the Collateral to protect the value of the Collateral; and

在向客户发出通知后，百惠证券将有权行使有关抵押品的权利，以保障抵押品的价值；及

**(B)** Until the Charge becomes enforceable, except as otherwise provided in the Margin Facility Terms, Client(s) may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with Client(s)'s obligations under the Margin Facility Terms, or which in any way may prejudice PATRONS's rights in relation to the Collateral.

在押记成为可强制执行之前，除保证金客户条款另有规定，客户可发出指示行使抵押品的其他附加或关连的权利，但行使的方式不得与客户在保证金融通条款下的责任相抵触，也不得在任何方面影响百惠证券对抵押品所享有的权利。

#### 4. SECURITIES IN THE ACCOUNT 账户中的证券

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

客户于账户中的抵押品所获取的对待及处理须符合《证券及期货条例》的规定，尤其在联交所营办的市场上市或交易的证券抵押品或认可集体投资计划的权益（根据《证券及期货条例》定义）的证券抵押品且百惠证券于香港收取或持有该等证券（「本地证券抵押品」），有关证券将：

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

被存放于百惠证券在认可财务机构、获证监会核准的保管人或另一获发牌进行证券交易的中介人在香港开立及维持指定为信托账户或客户账户的独立账户作稳妥保管；或

(B) deposited in an account in the name of PATRONS with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in Securities; or

被存放于百惠证券以其名义在认可财务机构、获证监会核准的保管人或另一获发牌进行证券交易的中介人的账户；或

(C) registered in the name of Client(s) or PATRONS.

以客户或百惠证券的名称登记。

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

就客户拥有除本地证券以外之抵押品（根据《证券及期货（客户证券）规则》的第3条该规则并不适用于前述的证券抵押品）而言，客户谨此授权百惠证券，可用其酌情权以其认为适合的任何方式及用途（包括但不限于作为提供予百惠证券之财务通融之抵押品），存放、转让、借出、质押、再质押或其他方式处理客户之该等证券。

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

客户须单独承担百惠证券以第 4.1 条及第 4.2 条所述或其他方式代客户持有的任何抵押品引致的风险，百惠证券概无责任替客户就各类风险购买保险。百惠证券亦无须承担按第 4.1 条及第 4.2 条中涉及第三者所引致之损失、费用或损害，包括但不限于第三者的欺骗或疏忽所引致的损失。

4.4 For any Collateral deposited with PATRONS not registered in the name of Client(s), any dividend, distribution or benefits accrued in respect of such Collateral which are received by PATRONS shall be credited to the Margin Account (or payment made to Client(s) as may be agreed) subject to a reasonable administration fee charged by PATRONS. For any Collateral forming part of a larger holding of identical Securities which are held by PATRONS for Client(s) and other persons, Client(s) is entitled to the same share of the benefits arising on the holding as the share of Client(s) of the total holding which is also subject to a reasonable administration fee charged by PATRONS. PATRONS shall not be responsible for any failure in making such distribution of any party which holds Securities of Client(s).

凡由百惠证券代客户持有不以客户的名义登记的抵押品并不是以客户的名义登记，则任何就该等抵押品的应计股息、分派或利益将会由百惠证券代收，然后记入客户的有关账户（或者按协定付款给客户），百惠证券可就收取合理行政费用。倘该等抵押品属于百惠证券代客户以及其他客户持有较大数量的同一证券的一部份，客户有权按其所占的比例获得该等证券的利益，百惠证券也可就此收取合理行政费用。倘持有客户的证券以提供保管服务的其他人士未能作出有关的分配，百惠证券不须为此而负上任何责任。百惠证券亦可依照客户事先的具体指示就该等证券代客户行使表决权。

4.5 For so long as there exists any indebtedness to PATRONS on the part of Client(s), PATRONS may refuse any withdrawal of Collateral and Client(s) shall not without consent of PATRONS withdraw any Collateral.

只要客户仍对百惠证券欠任何债项时，百惠证券有权拒绝客户提取证券抵押品的要求，以及客户在未获百惠证券事先同意时，无权提取任何证券抵押品。

4.6 PATRONS is not obliged to return the Securities originally delivered or deposited by Client(s) but may return Securities of the same class, denominations and nominal amount and ranking to Client(s).

百惠证券不须向客户交还客户原先所交付或存放的证券，而只会向客户交付还同一类别、面值、名义数额及等级的证券。

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

在不损害百惠证券可能拥有的其他权利和补救前提下，百惠证券获授权处置不时由客户收取或代客持有的抵押品，以解除由客户或代客户对百惠证券或第三者所负的法律責任。

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

在不影响百惠证券任何其他权利或补救方法的原则下，客户授权并同意百惠证券可以（其包括）下列一种或以上的方式去处理不时代客户收取或持有的抵押品：

(A) apply any of the Collateral pursuant to a Securities borrowing and lending agreement; 依据证券借贷协议运用任何客户的抵押品；

(B) deposit any of Collateral with an authorized financial institution as collateral for financial accommodation provided to PATRONS; or 将任何客户的抵押品存放于认可财务机构，作为提供予百惠证券的财务通融的抵押品；或

(C) deposit any of Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in Securities, as collateral for the discharge and satisfaction of PATRONS's settlement obligations and liabilities.

将任何客户的抵押品存放于(i) 认可结算所; 或(ii) 另一获发牌或获注册进行证券交易的中介人, 作为解除经收纪在交收上的义务和清偿经收纪在交收上的法律责任债务的抵押品。

(D) Such authority shall remain valid for a period of twelve (12) months from the approval date of the opening of the Margin Account unless Client(s) gives not less than seven (7) business days' prior written notice to PATRONS to revoke the same at any time, provided that no such revocation shall be effective if there is any indebtedness in the Margin Account. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO. If Client(s) requests for revocation of such standing authority or the standing authority has not been renewed by Client(s) whom PATRONS called upon to do so, PATRONS reserves the right to terminate this Agreement and operations of the Margin Account and then Client(s) shall forthwith settle any indebtedness owing to PATRONS.

除非客户于任何时候给予百惠证券不少于七(7)个营业日的书面通知撤销有关授权, 此项授权由保证金账户的授权开户开始起计十二(12)个月内有效; 但假若保证金账户中的债项仍未解除, 则该项撤销将为无效。在有效期届满前没有被撤销的此项常设授权, 可按照《证券及期货条例》下的有关规则予以续期或当作已续期。倘若客户要求撤销有关授权, 或百惠证券要求续期时, 客户没有将常设授权加以续期时, 百惠证券保留权利终止本协议及保证金帐户的运作, 而客户必须立即清还欠百惠证券的债务。

4.9 Subject to the provisions of the SFO, Client(s) agree that PATRONS is entitled to retain for its own benefit and not accountable to Client(s) for any fee, income, rebate or other benefits resulting from any lending or deposit of the Securities of Client(s) held in the Account with any third party for any purpose by PATRONS.

证券及期货条例容许的情况下, 客户同意百惠证券有权为其本身的益处保留及无须向客户交代源自任何百惠证券向第三者为任何目的借出或存放客户的证券所获取的任何收费、收入、回佣或其他利益。

## 5. RISK DISCLOSURE STATEMENT 风险披露声明

5.1 The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with PATRONS. Market conditions may make it impossible to execute contingent orders, such as "stop loss" or "stop limit" orders. You may be called upon a short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

保证金交易风险藉由存放抵押品而为交易取得融资的亏损风险可能极大。你所蒙受的亏蚀有可能超出其存放于百惠证券作为抵押品的现金及任何其他资产。市场情况可能会令紧

急交易指示（例如「止蚀」或「限价」指示）无法执行。你可能会在短时间内被要求存

入额外的保证金款额或缴付利息。假如未能在指定时间内存入所需保证金款额或支付利息，你的抵押品可能会在未经取得你同意的情况下出售。你必须为你账户中由此产生的一切欠款或被收取的利息负责。你应根据本身财政状况及投资目标，仔细考虑是否适合选用此类融资安排。

**5.2 Client(s) should refer to Schedule 2 Risk Disclosure Statements of the Securities Client Agreement and schedule for other risks.**

客户应参阅证券交易客户协议及附表中附表2风险披露声明中的其他风险。

## **6. MARGIN COVER 保证金涵盖范围**

**6.1 Client(s)'s obligation to monitor and maintain the Loan amount and the Margin Ratio will be governed by the following provisions:**

客户监察及维持贷款金额及保证金比率的责任将受下列条文规限：

**(A) Client(s) is required to (i) monitor and maintain at all times the Loan not to exceed the Margin Limit and the Margin Ratio at such level determined by PATRONS to be satisfactory, and (ii) satisfy the Margin Calls given by PATRONS from time to time;**

客户须 (i) 在任何时间监察及维持贷款不超过保证金限额及保证金比率于百惠证券厘定为满意的水平及 (ii) 履行百惠证券不时发出的补仓通知；

**(B) Client(s) is solely responsible for contacting PATRONS from time to time to ensure that Client(s) is informed of the Margin Limit, the Margin Ratio in respect of the Collateral and the status relating to Margin Calls and whether they have been performed to the satisfaction of PATRONS; and**

客户须自行负责不时与百惠证券保持联络，以确保客户知悉保证金限额、关乎抵押品的保证金比率，以及补仓通知的状态和是否已被履行达致令百惠证券满意的程度；及

**(C) PATRONS is entitled to exercise its rights under Clause 7.3 to sell or dispose of the Collateral even if (i) PATRONS has not given Client(s) a Margin Call, or (ii) PATRONS has not been promptly notified of the satisfaction of a Margin Call by Client(s)**

百惠证券有权行使其在第7.3条下的权利，以出售或处置抵押品，即使 (i) 百惠证券并未向客户发出补仓通知，或 (ii) 百惠证券并未及时知悉客户已履行补仓通知。

### **6.2 Margin Call**

补仓通知

**(A) PATRONS will monitor and determine the value of Collateral on a real time basis. PATRONS will update Client(s)'s position in respect of the services under the Margin Account at such times a day as PATRONS considers appropriate. If at any time PATRONS determines that the Loan exceeds the Margin Limit or the LTV Ratio reaches or exceeds the Margin Ratio (or both), PATRONS may (but have no obligation to) refuse to act on any Instruction given by Client(s) or on Client(s)'s behalf. PATRONS also has the right to give Client(s) a margin call requiring Client(s) to make payments or deposits of margin in monies, Securities and/or other assets in such amount and in such form into the Margin Account and within such time as specified by PATRONS in order to reduce**

the Loan or increase the Collateral (or both) within a specified time (a “**Margin Call**”). Unless the Margin Call is fully satisfied within the time specified, PATRONS

shall have no obligation to effect or respond to Client(s)’s instruction to buy or sell Securities on margin.

百惠证券将按实时基准监察及厘定抵押品市值。百惠证券会于日内在百惠证券认为适当的时间，更新客户有关保证金账户服务的持仓。如百惠证券于任何时间确定贷款超出保证金限额或贷款与价值比率到达或超出保证金比率（或两者），百惠证券可以（但无责任）拒绝按客户或代客户所发出的任何指示行事。百惠证券亦有权向客户发出补仓通知，要求客户按百惠证券所指定的数额和形式并在百惠证券所指明时间内，向保证金账户支付或存入款项、证券及/或其他资产的保证金，以减低贷款或增加抵押品（或两者）（「**补仓通知**」）。除非补仓通知在所指明时间内获完全履行，否则百惠证券应无责任执行或响应客户的指示以保证金买入或出售证券。

**(B) Client(s) is required to satisfy a Margin Call by taking the following steps (or any of them):**  
客户须采取下列步骤（或其中任何一项）以履行补仓通知：

(i) deposit into the Margin Account additional monies or immediately available cleared funds in such amount acceptable to PATRONS;

将百惠证券接纳的金额或额外款项或实时可用已结算资金存入保证金账户；

(ii) deposit into the Margin Account additional Securities of such type and in such value acceptable to PATRONS and charging them in favour of PATRONS; and

将百惠证券接纳的种类及价值的额外证券存入保证金账户并抵押予百惠证券；及

(iii) reduce the Loan so that the Loan does not exceed the Margin Limit.

减低贷款，致使贷款不超出保证金限额。

**(C) For the avoidance of doubt, PATRONS may give more than one Margin Call in one day.**  
为免产生疑问，百惠证券可于一日内作出超过一次的补仓通知。

### 6.3 Rights regarding margin requirements

关于保证金要求的权利

**(A) Between the time after PATRONS has given a Margin Call and before that Margin Call has been met to the satisfaction of PATRONS, PATRONS is entitled (i) to exercise any of its rights under Clause 8 (Set-off and Lien) and this Clause 6.3 without notice to Client(s), and (ii) to refuse to carry out any of Client(s)’s instructions relating to the Margin Account or any dealing in Securities.**

在百惠证券发出补仓通知之后至补仓通知以令百惠证券满意的方式被履行之前的期间，百惠证券有权(i)行使其在第8条（抵销及留置权）及本第6.3条下的任何权利，而无须通知客户，及(ii)拒绝执行客户有关保证金账户或任何证券买卖的任何指示。

**(B) If the following events (or any of them) occur at any time, PATRONS is entitled to exercise its rights set out in Clause 6.3(C), whether or not any Margin Call has been made:**

如在任何时间发生下列事项（或其中任何一项），百惠证券有权行使其在第6.3(C)条内所载的权利，不论有否发出任何补仓通知；

- (i) PATRONS determines that the LTV Ratio reaches or exceeds the Margin Ratio, even if (1) such determination is based on PATRONS's records that do not reflect the latest transactions in respect of the Margin Account due to the time necessary for updating the records or for clearing the funds, cheques or Securities deposited with PATRONS, or (2) PATRONS does not know that a Margin Call has been satisfied; or  
百惠证券决定贷款与价值比率到达或超出保证金比率，即使(1)该决定是基于百惠证券的纪录，而由于更新纪录或结算存于百惠证券的资金、支票或证券需时，该等纪录并不反映保证金帐户的最新交易；或(2)百惠证券不知道补仓通知已被履行；及
- (ii) PATRONS considers, in good faith, that the market conditions are likely to expose investors to unacceptable risk or heavy losses, including unstable, unfavourable, and abnormal market conditions.  
百惠证券本着真诚认为市场情况可能导致投资者承担不能接受的风险或重大亏损，包括不稳定、不利及不正常市场情况。
- (C) PATRONS may (but has no obligation to) do the following (or any of them) without demand, notice, legal process or other action as it considers appropriate at any time upon occurrence of any event specified in Clause 6.3(B):  
在发生第6.3(B)条所指明的任何事件随后任何时间，百惠证券可以（但并无责任）在其认为适当的情况下采取下列行动（或其中任何一项），而无须作出要求、通知、法律程序文件或其他行动；
- (i) terminate the Margin Facility;  
终止保证金融通；
- (ii) cancel or modify the outstanding Instructions; and  
取消或修订尚未履行的指示；及
- (iii) sell, realise, redeem, liquidate, or dispose in any other manner all or any of the Collateral in the relevant market or by private contract, and on such terms as PATRONS in its absolute discretion considers appropriate, free from any claim, right of redemption, equity or other right or interest that Client(s) may have.  
于有关市场或以私人合约方式，按百惠证券绝对酌情认为适当的条款出售、变现、赎回、结清或以其他方式处置所有或任何抵押品，而不附带客户可能拥有的任何索偿、赎回权利、衡平法上或其他权利或权益。
- (D) PATRONS has the right to select all, any, or which of the Collateral to be sold or disposed of, including the right to sell or dispose of more quantity of the Collateral than is necessary to reduce the Loan not exceeding the Margin Limit. PATRONS also has the right to sell or dispose of the Collateral at any time and on any terms as it considers appropriate. PATRONS shall not be liable to Client(s) for any loss, damage or expense of any kind which Client(s) or any other person may incur or suffer arising from or in connection with any such sale or disposal. Client(s) has no right or claim against PATRONS for not selling or disposing of any Collateral at a better price or time.  
百惠证券有权选择出售或处置全部、任何或某部份抵押品，包括有权出售或处置较所需数量为多的抵押品以减少贷款至不超出保证金限额。百惠证券亦有权随时及按其认为适当的任何条款出售或处置抵押品。对于因为或有关任何该等出售或处置而引致客户或任何其他人士可能招致或蒙受的任何种类的任何损失、损害或开支，百惠证券无须对客户负上法律责任。客户无权就未有以较佳的价格或时间出售或处置抵押品而对

百惠证券行使任何权利或作出申索。

- (E) PATRONS will deposit at its discretion any proceeds resulting from the sale, realisation, redemption, liquidation, or disposal of the Collateral in the Margin Account in reduction of the Loan until the Loan has been repaid in full or does not exceed the Margin Limit. 百惠证券会酌情将出售、变现、赎回、结清或处置抵押品产生的任何所得款项存入保证金账户，以扣减贷款，直至贷款已获全数偿还或降至不超出保证金限额为止。

## 7. DEFAULTS 违约

7.1 Client(s) agrees that PATRONS may dispose of any Collateral (in whole or in part) without notice to Client(s) if Client(s):

客户同意百惠证券可在下列情况下处置全部或部分任何抵押品，而无需通知客户：

(A) fails to maintain the Margin Ratio upon Margin Call; or

如果客户未能在收到补仓通知后维持保证金比率；或

(B) fails to repay or discharge the Margin Facility upon demand; or

如果客户未能应要求付还或清偿保证金融通；或

(C) fails to settle a transaction in Securities against which Margin Facility has been provided, or

如果客户未能结清已提供保证金融通的证券交易；或

(D) has indebtedness owed to PATRONS for dealing in Securities which remains outstanding after PATRONS has disposed of all the Securities purchased under the Margin Facility.

如果客户有就买卖证券而欠下百惠证券的债项，而该债项在百惠证券处置了在保证金融通下所购买的所有证券后仍然尚未清偿。

7.2 Client(s) agrees that in the event of any sale pursuant to the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of PATRONS. Upon any sale by PATRONS, a declaration made by an officer of PATRONS that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with PATRONS shall be concerned to inquire into the circumstances of the sale.

客户同意，若根据保证金融通条款作出任何出售，百惠证券将有绝对酌情权出售或处置任何抵押品。当百惠证券作出任何出售时，由百惠证券的一名高级人员所作出表示出售权力已成为可行使的声明，对所出售的抵押品的任何买方或得到其所有权的其他人士而言应属有关事实的不可推翻的证据，任何与百惠证券进行交易的人士应无须查询该宗出售的情况。

7.3 In the event the net proceeds of sale shall be insufficient to cover the whole of Client(s)'s liabilities under the Margin Facility Terms, Client(s) undertakes to pay to PATRONS on demand any balance that may then be due.

若出售所得净收益不足以偿付客户在保证金融通条款下全部负债，客户承诺按要求向百惠证券支付当时可能到期须付的任何差额。

7.4 Client(s) shall from time to time upon the request of PATRONS promptly and duly execute and deliver any and all such further Instructions and documents as PATRONS may deem



necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

客户应不时按百惠证券的要求，及时并妥善地签立及交付任何及所有百惠证券为了获得保证金融通条款的及据此获授予权利和权力的全面利益而可能认为属必要或可取的进一步指示和文件。

**7.5 Events of Default -Without limiting or reducing the effect of Clause 14 of the General terms and Conditions of Securities Client Agreement, each of the following is an Event of Default:**

违约事件-在不限或削弱证券客户协议中一般条款及条件第14条效力的前提下，下列每项事件均属违约事件：

**(A) failure to pay to PATRONS the Loan or any other amount due and payable under the Margin Facility Terms in the currency and manner specified;**

未能以指定的货币及方式向百惠证券支付贷款或在保证金融通条款下到期须付及应支付的任何其他金额；

**(B) failure to perform or observe any other obligations under the Margin Facility Terms which, in PATRONS's opinion, amounts to a material default on Client(s)'s part;**

未能履行或遵守在保证金融通条款下的任何其他责任，而百惠证券认为此构成客户本身的重大违约；

**(C) failure to satisfy a Margin Call to the satisfaction of PATRONS;**

未能以令百惠证券满意的方式履行补仓通知；

**(D) Client(s)'s death or legal incapacity of Client(s);**

客户逝世或客户在法律上无行为能力；

**(E) Client(s) becomes bankrupt or a petition for bankruptcy, winding-up or similar relief is filed by or against Client(s);**

客户成为破产或者客户提出或任何人士对客户提出破产、清盘或类似济助的呈请；

**(F) the application for or appointment of a liquidator, receiver, trustee or similar official over all or a material part of Client(s)'s assets;**

就客户全部资产或资产的重要部份申请委任或委任清盘人、接管人、受托人或其他类似人员；

**(G) an encumbrancer taking possession of, or a distress, execution, attachment or other process is levied or enforced against, the Margin Account, any monies owed by PATRONS to Client(s), any assets held by PATRONS on Client(s)'s behalf or any of Client(s)'s assets;**

产权负担人接管保证金账户、百惠证券欠下客户的任何款项、百惠证券代客户持有的任何资产或客户的任何资产，或针对前述各项实施或强制执行扣押、执行令状、扣押令或其他法律程序；

- (H) Client(s) is unable to or admits to being unable to pay debts as they become due; and  
于债务到期须付时，客户无能力或承认无能力清偿债务；及
- (I) any change of law which prohibits or renders illegal the provision, maintenance, or operation of the services under the Margin Account or the Margin Account .  
法律的任何更改禁止提供、维持或操作保证金账户服务或保证金账户，或使该等提供、维持或操作变成不合法。

An Event of Default under the Margin Facility Terms will constitute an “event of default” under Clause 14.2 of the General terms and Conditions of Securities Client Agreement.  
在保证金融通条款项下的违约事件将构成在证券客户协议中一般条款及条件第14.2条项下的「违约事件」。

## 8. DSET-OFF AND LIEN 抵销及留置权

- 8.1 Without limiting or reducing the effect of Clauses 11 and 11.2 of the General terms and Conditions of Securities Client Agreement, PATRONS is entitled to do the following without prior notice to Client(s):

在不限或削弱证券客户协议中一般条款及条件第11条及第11.2条效力的情况下，百惠证券有权作出下列各项而无须事先通知客户：

- (A) exercise a lien over all of Client(s)’s property (including Collateral) in the possession or control of PATRONS from time to time for any purpose. PATRONS has the power to apply such property or sell such property and apply the proceeds to satisfy any of Client(s)’s liabilities (such liabilities include any debts owed to PATRONS)

就百惠证券不时为任何目的而管有或控制的所有客户财产（包括抵押品）行使留置权。百惠证券有权运用该等财产或出售该等财产，并将所得款项用作清偿客户对百惠证券负有的任何负债（该等负债包括由客户以主事人或担保人身份所招致而欠下百惠证券的债项，不论该等债项是实际或是或然的、以主事人或附属公司身份、单独或共同欠下的）；

- (B) debit any amount payable by Client(s) to PATRONS (including any fees, expenses, or interest) from the Margin Account and other accounts of Client(s) with PATRONS whether there are sufficient available funds, overdraft or other facilities in the relevant accounts and even if Client(s) has given Instruction for applying the funds in any account. If any debit causes any of the relevant accounts to be overdrawn, Client(s) is liable to repay the outstanding amount to PATRONS on demand together with fees, expenses, and interest accruing on the outstanding amount at such rate as set by PATRONS.

就客户应向百惠证券缴付的任何金额（包括任何费用、开支或利息），从保证金账户及客户设于百惠证券支帐，不论有关账户是否有充足可用资金、透支或其他融通，即使客户已就运用任何账户的资金发出指示。如任何支帐导致有关账户被透支，客户有法律责任应要求向百惠证券偿还尚未清偿金额连同就尚未清偿金额累算的费用、开支及利息，以百惠证券所设定的利率计算；

(C) withhold, combine, or consolidate the balance on the Margin Account and other accounts of Client(s) with PATRONS and set off or transfer any monies standing to the credit of any account in or towards settlement of any amounts owing by Client(s) to PATRONS. The amounts owing by Client(s) (1) may be actual or contingent, present, future, or deferred, primary or collateral, (2) may be owing by Client(s) solely or jointly with any other person, (3) may include any amount payable by Client(s) in satisfaction of a Margin Call, and (4) may include fees, expenses, or interest;

扣起、组合或合并保证金帐户及客户设于百惠证券的结余，并将记入任何账户贷项的任何款项进行抵销或转账，用作或用以结清客户欠下百惠证券的任何金额。客户欠下的款项(1)可能为实际或是或有的、现有、将有或递延的、基本性或担保性的欠款，(2)可由客户独自或与任何其他人士共同欠下，(3)可包括为履行补仓通知客户应支付的任何金额，及(4)可包括费用、开支或利息；

(D) refuse to repay Client(s) any monies in any currency standing to the credit of the Margin Account and other accounts of Client(s) with PATRONS when due or on demand by Client(s) and to the extent that such monies are equal to or less than the amount owing by Client(s) to PATRONS. If PATRONS exercise this right with respect to any monies, such monies will remain outstanding from PATRONS concerned on substantially the terms and conditions in force immediately before this right is exercised or on such other terms as considered appropriate by PATRONS; and

如记入保证金账户及客户设于百惠证券之其他账户贷项的任何不论以任何货币为单位的款项等于或少于客户欠下百惠证券的金额，当该等款项到期须付或被客户要求清还时拒绝向客户清还。如百惠证券就任何款项行使此权利，该等款项将大致上按紧接百惠证券行使此权利前有效的条款或百惠证券认为适当的其他条款而列为仍未获百惠证券的款项；及

(E) where any such debit, withholding, combination, or consolidation requires the conversion of one currency into another currency, such conversion will be calculated at the rate to be prevailing in the relevant foreign exchange market at the relevant time as determined by PATRONS, and the rate determined by PATRONS will be conclusive and binding on Client(s).

如任何该等的支帐、扣起、组合或合并须将一种货币兑换成另一种货币，该兑换将按在百惠证券所决定的相关时间适用于相关外汇市场的汇率计算，而由百惠证券所决定的汇率将具决定性并对客户具约束力。

## **9. LIMITATIONS OF LIABILITY AND INDEMNITY 法律责任的限制及弥偿保证**

### **9.1 Limitation of PATRONS's liability**

#### **法律责任的限制及弥偿保证**

(A) Providing the services under the Margin Account to Client(s) does not make PATRONS a trustee of Client(s) in respect of any of the Securities save and except those Securities

registered in the name of PATRONS's nominee and in the capacity of a bare trustee only. PATRONS has no other obligations in respect of Client(s)'s monies or assets other than those expressly specified in the Margin Facility Terms.

向客户提供保证金账户服务并不会令百惠证券就任何证券成为客户的受托人，除非该等证券以百惠证券代名人的名义登记，而在此情况下百惠证券亦仅为被动受托人。除在保证金通条款中明确指定外，就客户的款项或资产而言，百惠证券并无其他责任。

**(B)** PATRONS has no obligation to examine or verify the validity of the ownership of or title to any Securities. PATRONS is not responsible for any defect in ownership or title of any Securities purchased or held or to be purchased or held by PATRONS on Client(s)'s behalf. 百惠证券无责任审查或核实任何证券的拥有权或所有权的有效性。百惠证券无须负责百惠证券代客户购买或持有或将会购买或持有的任何证券之拥有权或所有权的任何欠妥之处。

**(C)** PATRONS does not guarantee gains or profitability. PATRONS is not responsible for the management of or any loss or diminution in the value of any Securities purchased or held by PATRONS on Client(s)'s behalf. PATRONS is not liable for any taxes or duties payable on or in respect of the Margin Account or any of the Securities.

百惠证券并不就收益或盈利能力作出保证，百惠证券无须负责百惠证券代客户购买或持有的任何证券之管理或其价值的任何损失或减少。对于就或有关保证金账户或任何证券而应缴付的任何税项或关税，百惠证券概不负上法律责任。

**(D)** PATRONS has no obligation to ascertain Client(s)'s nationality or whether any restriction applies to any Securities. This may include restriction on ownership, owner's nationality or foreign exchange control or requirements.

百惠证券无责任确定客户的国籍或任何限制是否适用于任何证券。这可包括就拥有权、持有人的国籍或外汇管制或要求而设的限制。

**(E)** Commentaries, financial information and data in relation to the services under the Margin Account may be provided to PATRONS by other persons or compiled by PATRONS based on materials provided by other persons. PATRONS does not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence, or completeness of any such commentaries, financial information or data, or whether it is fit for any purpose. Client(s) should not rely on such information as investment advice or for trading purpose. Client(s) is solely responsible for verifying such information before using it for any purpose. PATRONS is not liable (whether in tort, contract or any other manner) to Client(s) or any other person for using such commentaries, information or data for any purpose.

有关保证金帐户服务的评论、财务数据及数据，可能由其他人士向百惠证券提供或百惠证券根据由其他人士所提供的材料编制而成。就任何该等评论、财务数据或数据的准确度、可靠度、充足程度、及时程度、次序或完整性，或其是否适合任何用途，百惠证券不作出陈述或保证。客户不应依赖该等数据作为投资建议或用作进行买卖。客户在使用该等数据作任何目的之前须自行负责核实该等数据。就客户或任何其他人士使用该等评论、财务数据及数据作任何目的，百惠证券无须负上法律责任（不论就侵权法、合约法或任何其他方面的法律责任）。

(F) Client(s) is solely responsible for making his own independent investment decisions or obtaining advice from a licensed independent financial advisor. PATRONS does not make investment decisions on Client(s)'s behalf. Even if the Client may have informed PATRONS of his investment objectives, PATRONS does not owe the Client a duty to exercise judgment as to the merits or suitability of any transaction (save only to the extent required by the SFC). While any information or view given by PATRONS or its agents will be given in good faith, neither PATRONS nor any person giving the information or view are responsible for that information or view. Client(s) should assess the merits, risks and suitability of Securities based on information independently obtained by him or by or from his licensed independent financial advisor. Client(s) should decide whether to sell or purchase based on his own judgment (instead of relying solely on the explanation or information provided by PATRONS).

閣下須單獨負責為自身作出獨立投資決定或向持牌獨立財務顧問取得意見。百惠證券不會代客戶作出投資決定。即使客戶可能已通知百惠證券客戶的投資目標，百惠證券無職責就任何交易的可取之處或合適性為客戶作出判斷（除非证监会要求）。百惠證券或其代理人會本着真誠提供任何數據或觀點，但百惠證券或提供該等數據或觀點的任何人士均不會就該等數據或觀點負責。客戶應根據由其或由其持牌獨立財務顧問或向其持牌獨立財務顧問獨立取得的資料評估證券的可取之處、風險及合適性。客戶應基於其本身的判斷（而非純粹依賴由百惠證券所提供的解釋或數據）決定是否進行出售或購買。

(G) Except as set out in Clause 9.1(h), PATRONS is not liable for loss, damage or expense of any kind which Client(s) or any other person may incur or suffer arising from or in connection with the following (or any of them):

就因或有關下列（或其中任何一項）情況而引致客戶或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，百惠證券無須負上法律責任（第9.1(h) 條所載則屬例外）：

(i) access to the services under the Margin Account by Client(s) or any other person (whether authorised or unauthorised);

客戶或任何其他人士使用保證金帳戶服務（不論授權或未經授權）；

(ii) any interruption, suspension, delay, loss, mutilation or other failure in transmission of Instructions or other information caused by any reason;

傳送指示或其他數據過程中因任何原因出現任何干擾、暫停、延遲、損失、毀損或其他故障；

(iii) PATRONS's inability to act on an Instruction due to prevailing market conditions or fluctuation and the manner and timing of acting on such Instruction; and

于當時市場情況或波動及執行指示的方式及時間導致百惠證券未能執行指示；及

(iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the services under the Margin Account.

有關保證金帳戶服務的设备或安裝出現的任何機械故障、電力故障、失靈、故障、中斷或不足之情況。

(H) If it is proved in a case set out in Clause 9.1(g) that there was fraud, gross negligence or wilful default by (i) PATRONS, (ii) its agents or nominees, or (iii) its officers or employees or that of its agents or nominees, then PATRONS will be liable for any loss and damage Client(s) incurs or suffers that is directly and reasonably foreseeable arising directly and solely from such fraud, gross negligence or wilful default.

就第9.1(g)条所载的情况而言，如证实 (i) 百惠证券、(ii) 其代理人或代名人或 (iii) 其高级人员或雇员或其代理人或代名人的高级人员或雇员有欺诈行为、严重疏忽或故意失责，百惠证券会就客户直接及纯粹因该等欺诈行为、严重疏忽或故意失责而引致的直接及合理可预见的损失及损害负上法律责任。

(I) PATRONS is not liable for any loss, damage or expense of any kind incurred or suffered by Client(s) or any other person as a result of any interruption, delay or failure (whether total or partial) in providing the services under the Margin Account to Client(s) or performing its duties and obligations under the Margin Facility Terms to the extent that it is attributable to any reason or circumstance that is beyond PATRONS' s reasonable control or the reasonable control of its agents or nominees. These causes or circumstances may include but are not limited to the following (or any of them):

百惠证券向客户提供保证金账户服务或就其履行在保证金融通条款下的职责及责任，出现任何干扰、延误或失误（不论属全面或局部），如属百惠证券或其代理人或代名人的合理控制以外的原因或情况造成，则百惠证券无须对客户或任何其他人士因而招致或蒙受的任何种类的任何损失、损害或开支负上法律责任。此等原因或情况可包括但不限于下列各项（或其中任何一项）：

(i) the imposition or change of any applicable regulations or any procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house, market, regulatory or self-regulatory body; and

任何适用法规或任何政府、交易所、结算所、市场、监管机构或自律监管机构施行的任何买卖程序、限制或暂停的订定或更改；及

(ii) the bankruptcy, liquidation, insolvency or failure of any government, exchange, clearing house, financial institution or any other person that is required to perform its obligations in relation to any transaction contemplated by the Margin Facility Terms.

任何政府、交易所、结算所、金融机构或须就根据保证金融通条款所拟定进行的任何交易履行其责任的任何其他人士破产、清盘、无力偿债或未能履行责任。

## 9.2 Client(s)'s indemnity

客户的弥偿保证

(A) Except as set out in Clause 9.2(B), Client(s) will indemnify and reimburse (i) PATRONS, (ii) its agents and nominees, and (iii) its officers and employees and that of their agents or nominees for all actions, proceedings and claims which may be brought by or against PATRONS or them, and for all losses, damages and reasonable costs and expenses which PATRONS or they may incur or suffer as a result of or in connection with the following (or any of them):

就因或有关下列（或其中任何一种）情况而引致(i)百惠证券、(ii)其代理人及代名人及(iii)其高级人员及雇员及其代理人或代名人的高级人员及雇员可能招致或蒙受的所有行动、法律程序及索偿（不论由百惠证券或彼等提出，或对百惠证券或彼等提出），以及所有损失、损害及合理的成本及开支，客户均须对百惠证券及彼等作出弥偿及付还，但第9.2(B)条所载则除外：

(i) Client(s)'s use of the services under the Margin Account or PATRONS's provision of the services under the Margin Account to Client(s),  
客户使用保证金账户服务，或百惠证券向客户提供保证金账户服务；

(ii) PATRONS's decision not to process any Instruction or its delay or failure to act on an Instruction in part or in full for any reason;  
百惠证券决定不处理任何指示，或其因任何原因延迟处理或未能执行部份或全部指示；

(iii) any fluctuation in the price of the relevant Securities between the time PATRONS receives an Instruction and the time it acts on it;  
百惠证券在收到指示时及执行指示时之间出现有关证券的任何价格波动；

(iv) any default by Client(s) in performing his obligations under the Margin Facility Terms or the applicable regulations; and  
客户未有履行其在保证金融通条款或适用法规下的责任；及

(v) the preservation or enforcement of PATRONS's rights or exercise of its powers under the Margin Facility Terms, including legal fees (on a full indemnity basis) and any claims by the Hong Kong Inland Revenue Department on PATRONS for tax in respect of any profits or gains attributable to Client(s).

保留或强制执行百惠证券在保证金融通条款下百惠证券的权利或行使其在保证金融通条款下的权力（包括按全面弥偿基准计算的法律费用），以及就客户应占的任何利润或收益的税项，香港税务局对百惠证券的任何索偿。

This indemnity shall continue after the termination of the services under the Margin Account, the Margin Account, or the Margin Facility Terms.

在保证金账户服务、保证金账户或保证金融通条款被终止后，本弥偿保证应继续有效。

(B) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 9.2(A) was caused by fraud, gross negligence or wilful default by (i) PATRONS, (ii) its agents or nominees, or (iii) its officers or employees or that of its agents or nominees, then Client(s) is not liable for any loss and damage under Clause 9.2(A) to the extent that those losses, damages and reasonable costs and expenses are directly and reasonably foreseeable arising directly and solely from such fraud, gross negligence or wilful default.

如第9.2(A)条所载的任何行动、法律程序、索偿、损失、损害或款项，证实是因(i)百惠证券、(ii)其代理人或代名人或(iii)其高级人员或雇员或其代理人或代名人的高级人员或雇员的欺诈行为、严重疏忽或故意失责所引致，则客户无须在第9.2(A)条下就任何损失及损害负上法律责任，但只限于直接及纯粹因该等欺诈行为、严重疏忽或故意失责而引致的直接及合理可预见的该等损失、损害及合理成本和开支。

(C) PATRONS is entitled to withhold, retain or deduct such portion from the Securities or such amount from any of the accounts Client(s) maintains with it as it determines to be sufficient to cover any amount owing by Client(s) to it under this Clause 9.2.

百惠证券有权从客户设于百惠证券的任何账户预扣、保留或扣减百惠证券决定为足以涵盖客户在本第9.2条下欠下百惠证券的任何金额的有关部份的证券或金额。



**Confirmation of obtaining client consent under Hong Kong Investor  
Identification Regime (HKIDR) and Over-the-counter Securities Transactions  
Reporting Regime (OTCR)  
香港投资者标识符制度及场外证券交易汇报制度客户同意书**

阁下明白并同意，百惠证券有限公司(「本公司」或「我们」)为了向阁下提供与在香港联合交易所(联交所)上市或买卖的证券相关的服务，以及为了遵守不时生效的联交所与证券及期货事务监察委员会(证监会)的规则和规定，本公司可收集、储存、处理、使用、披露及转移与阁下有关的个人资料(包括阁下的客户识别信息及券商客户编码)。在不限制以上的内容的前提下，当中包括—

You acknowledge and agree that PATRONS Securities Limited (“PATRONS”, “we” or “us”) may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for PATRONS to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

- (a) 根据不时生效的联交所及证监会规则和规定，向联交所及 / 或证监会披露及转移阁下的个人资料(包括客户识别信息及券商客户编码)；

Disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;

- (b) 允许联交所：(i)收集、储存、处理及使用阁下的个人资料(包括客户识别信息及券商客户编码)，以便监察和监管市场及执行《联交所规则》；(ii)向香港相关监管机构和执法机构(包括但不限于证监会)披露及转移有关资料，以便他们就香港金融市场履行其法定职能；及(iii)为监察市场目的而使用有关数据进行分析；及

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

- (c) 允许证监会：(i)收集、储存、处理及使用阁下的个人资料(包括客户识别信息及券商客户编码)，以便其履行法定职能，包括对香港金融市场的监管、监察及执法职能；及(ii)根据适用法例或监管规定向香港相关监管机构和执法机构披露及转移有关资料。

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

阁下亦同意，即使阁下其后宣称撤回同意，本公司在阁下宣称撤回同意后，仍可继续储存、处理、使用、披露或转移阁下的个人资料以作上述用途。

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

阁下如未能向本公司提供个人资料或上述同意，可能意味着本公司不会或不能够再(视情况而定)执行阁下的交易指示或向阁下提供证券相关服务，惟出售、转出或提取阁下现有的证券持仓(如有)除外。

Failure to provide PATRONS with your personal data or consent as described above may mean that PATRONS will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

。备注：本条文所述的“券商客户编码”及“客户识别信息”具有《证券及期货事务监察委员会持牌人或注册人操守准则》第5.6段所界定的含义。详情请参考“附件 - 《操守准则》新增的第5.6及5.7段”

。Note: The terms “BCAN” and “CID” used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission<sup>1</sup>. Details please refer to the attached “Annex – The new paragraphs 5.6 and 5.7 of the Code of Conduct”.