

# GAMMA SECURITIES

## 嘉 謨 證 券

### 現金客戶協議書 (條款)

### CASH CLIENT AGREEMENT (Terms and Conditions)

適用於 For :

嘉謨證券有限公司

Gamma Securities Limited

嘉謨證券有限公司(CE No: BLY061)為獲證券及期貨條例事務監察委員會(證監會)發牌的持牌法團,分別可經營證券條例附表 5 第 1 部份中所指第 1 類和第 4 類受規管活動。嘉謨證券有限公司乃是香港聯合交易所有限公司參與者。

Gamma Securities Limited (CE No: BLY061) is a licensed corporation by Securities and Futures Commission (SFC) for carrying out Type 1 and Type 4 regulated activities respectively in Schedule 5 to the Securities and Futures Ordinance. Gamma Securities Limited is an exchange participant of The Stock Exchange of Hong Kong Limited.

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# I. 現金客戶協議

## CASH CLIENT AGREEMENT

致：嘉謨證券有限公司

To：Gamma Securities Limited

鑒於 貴司諮詢本人(等)要求開立及持續運作一個現金證券買賣賬戶(“賬戶”)給本人(等)，(以下簽署人)；又鑒於 貴司同意作為本人(等)的代理或經紀，執行各式及各類證券買賣指示(“交易”)見下文釋義，本人(等)茲同意根據下列條件進行交易：

In consideration of your opening and maintaining at my/our request one or more cash securities trading account(s) (“the Account”) 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 this Cash Client’s Agreement (“the Agreement”):

### 1. 賬戶 The Account

1.1 本人(等)確認「客戶資料表」所載資料均屬完整及正確。倘該等資料有任何重要變更，本人(等)將會通知 貴司。本人(等)特此授權 貴司對本人(等)的財政信用進行查詢，以核實上述表格所載資料。

I/We confirm that the information provided in the “Client Information Form” is complete and accurate. I/We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

1.2 貴司將會對本人(等)賬戶的有關資料予以保密，但 貴司可以根據香港聯合交易所有限公司(“聯交所”)，香港中央結算有限公司(“中央結算”)及證券期貨事務監察委員會(“證監會”)的規定或應其要求，將該等資料提供予聯交所及證監會。

You will keep information relating to my/our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited (“Exchange”), Hong Kong Securities Clearing Company Limited (“the Clearing House”) and Securities and Futures Commission (“SFC”) to comply with their requirements or requests for information.

### 2. 法例及規則 Laws and rules

貴司按本人(等)的指示而進行的一切證券交易(“交易”)，須根據適用於 貴司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。貴司根據該等法例、規則及指示而採取的所有行動均對本人(等)具有法律約束力。

All transactions in securities which you effect on my/our instructions (“Transaction”) shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

### 3. 授權 Authority

3.1 你(倘為法團)授權獲授權人士在與嘉謨證券有限公司(「本公司」)進行的所有交易所涉及的一切事宜方面全權代表你，及代表你簽署所有與戶口及其運作、交易及本協定有關的協定及文件。而所有該等文件、指示或指令，如由獲授權人士發出或簽署，且任何一個獲授權人士所作出的口頭指令或指示屬合法有效，則對你具有絕對及不可推翻的約束力，而所有上述文件、指示或指令如為書面形式且需親筆簽署，則應按「客戶資料表」所指定的簽署指示簽署。

You (in the case of a corporation) authorize the Authorized Persons to have full authority to represent you in all matters in relation to all Transactions with Gamma Securities Limited (“the Company”) and to sign on your behalf all agreements and documents relating to the Account and its operation, Transactions and this Agreement. All such documents, instructions or orders which, if given or signed by the Authorized Persons, shall be absolutely and conclusively binding on you provided that verbal orders or instructions from any one of the Authorized Persons shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in the Client Information Form.

- 3.2 倘你屬個人且希望委任獲授權人士，除填具「客戶資料表」之外，你必須向本公司呈交一份格式由本公司指定或認可已簽署的授權書或其他類似委任文件。  
If you are an individual who wishes to appoint Authorized Persons, you shall in addition to completing the Client Information Form, provide to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company.
- 3.3 你確認及同意對所有交易承擔全部責任，本公司僅負責執行、結算及進行交易，對任何介紹行、投資顧問 或其他與戶口或其中所包含的交易有關的第三方的任何行為、活動、表述或聲明，本公司概不承擔任何責任或義務。就任何交易的盈利能力、稅項、法律或會計的後果，本公司亦不會對你承擔責任。  
You confirm and agree that you retain full responsibility for all Transactions and the Company is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. The Company is also not responsible to you with respect to the profitability, tax, legal or accounting consequences of any Transactions.
- 3.4 你授權本公司可絕對酌情決定委任適合於執行交易的代理經紀，並承認上述代理經紀的業務條款及任何交易所及結算所的規則應適用於該等交易，並對你具有約束力。  
You authorize the Company to instruct such correspondent agent as the Company may in its absolute discretion deem fit to execute Transactions and acknowledges that the terms of business of such correspondent agent and the rules of any exchange and clearing house on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.
- 4. 交易 Transaction**
- 4.1 由本人(等)發出的任何買賣證券的當天指令，倘在相關交易所營業時間結束或該交易所規定的其他期限屆滿時，或本人(等)與 貴司協議的其他較後時間尚未執行，則應視作自動取消。  
Any day order for purchase or sale of Securities placed by me/us that has not been executed before the close of business of the relevant Exchange or such other expiration date required by the Exchange or such other later time as I/we and you may agree shall be deemed to have been cancelled automatically.
- 4.2 本人(等)授權 貴司在任何時候擁有絕對酌情權，為取得較好的成交價及／或減少指示數量而代表本人(等) 購買及／或出售證券的指示，與 貴司收到的其他客戶的類似指示，進行合併及／或分拆處理，惟該等合併或分拆不應導致執行該等指示的價格低於其單獨執行時所獲得的價格。而且倘無足夠證券滿足如此合併的 購買指令，則實際購買的證券數量將按 貴司獲得彼等指令的先後次序分配予各單獨指示。  
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 favourable than could have been achieved had the Instructions been executed individually, and provided further that, in the event of there being insufficient Securities available to satisfy purchase orders so consolidated, the number of Securities actually purchased shall be given to each individual Instruction in the order in which those orders were received by the Company.
- 4.3 本人(等)承認及同意，本人(等)或任何獲授權人士透過任何方式向 貴司發出的或意圖發出的而 貴司已據此行事或視之為依據的任何指示，無論何時均屬不可撤銷且對本人(等)具約束力，不論該等指示實際上是否由本人(等)發出或是否獲本人(等)授權。在任何情況下，貴司均無義務透過任何已接受的方式向發出指示人士的身份或許可權作出查問或核實。  
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 and which are acted on or relied on by you shall at all times be irrevocable and bind 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.
- 4.4 本人(等)承認，指示一經發出，即可能無法取消或更改。  
I/We acknowledge that once an Instruction has been made it may not be possible to cancel or change the Instruction.

- 4.5 貴司在結單或其他確認單據內註明以自己本身名義進行交易外，貴司將以本人(等)的代理人身份進行交易。  
You will act as my/our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.
- 4.6 倘沽盤是有關非由本人(等)擁有的證券，即涉及賣空交易，本人(等)將會通知 貴司，以便符合證券及期貨條例第 170 條。  
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.
- 4.7 本人(等)會就所有交易支付 貴司通知本人(等)的佣金和所有收費，繳付證監會、聯交所、中央結算的適用交易征費、交易費及結算費，並繳納所有有關的印花稅。貴司可以從賬戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。  
On all Transaction, I/we will pay your fee, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fee and clearing fee 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 fee and clearing fee and stamp duties from the Account.
- 4.8 就每一宗交易，除另有協定外或除非 貴司已代表本人(等)持有現金或證券以供交易交收之用，否則本人(等) 將會在 貴司就該項交易通知本人(等)的期限之前，  
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
- 向 貴司交付可即時動用的資金或可以交付的證券；或  
pay you cleared funds or deliver to you securities in deliverable form; or
  - 以其他方式確保貴司收到此等資金或證券。  
otherwise ensure that you have received such funds or securities.
- 倘本人(等)未能這樣做，貴司可以  
by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may
- 如屬買入交易)出售買入的證券；及  
in the case of a purchase Transaction, sell the purchased securities; and
  - 如屬賣出交易)借入及 / 或買入證券以進行交易的交收。  
in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
- 4.9 本人(等)將會負擔 貴司因本人(等)未能進行交收而引起的任何損失及開支。  
I/we will be responsible to you for any losses and expenses resulting from my/our settlement failures.
- 4.10 本人(等)同意就所有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息)，按 貴司不時通知本人(等)的利率及其他條款支付利息。  
I/we agree to pay interest on all overdue balance (including interest 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.
- 4.11 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致 貴司須買入證券進行交收，本人(等)毋須為買入該等證券的費用向閣下負責。  
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.
- 4.12 賬戶必須以港元或 貴司不時同意之其他貨幣為單位，若本人(等)指示 貴司以港幣以外之其他貨幣進行證券買賣，本人(等)必須單獨承擔由有關貨幣兌換波動而導致之任何收益或損失。如本人(等)未能以相關之外幣繳付其外幣債務，貴 司有權選擇將本人(等)戶口內任何其他貨幣之款項兌換為有關外幣，或代本人(等)買入有關外幣以抵銷其外幣債務。而本人(等)將需負擔貴 司因而引起的任何損失及開支。貴司可以依照其全權決定之形式和時間兌換貨幣，以實行其在本協議下採取之任何行動或步驟。

The Account(s) shall be in Hong Kong Dollars 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 Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of 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.

- 4.13 若本人(等)以港幣以外之其他貨幣給 貴司付款，當 貴司收到此等款項時，此等款項必須是可以自由轉讓和 即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

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

## 5. 買賣指示及電話記錄買賣指示 Order and Order Recording

- 5.1 貴司可接納本人(等)或獲授權人士使用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。貴司亦可接納本人(等)或獲授權人士親臨 貴司辦公室填寫 貴司的買賣證券指示表格。全部的指示，貴司將以其次序前後蓋上時間印章。

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

- 5.2 本人(等)聲明，除非 貴司欺詐或蓄意失責，否則 貴司無須因延遲執行，或本人(等)透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。

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 facsimile unless there is fraud or willful default on your part.

- 5.3 倘若 貴司收到互相抵觸的指示時，貴司可拒絕執行任何此等指示，直至接到明確的指示為止。

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

- 5.4 貴司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致 本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。

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 profit, damages, liability, cost or expenses suffered or incurred by me/us arising out of such refusal.

- 5.5 本人(等)同意 貴司可由 貴司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由貴司擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

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.

- 5.6 凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以 貴司的電話錄音或 收到的圖文傳真指示記錄為準。

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.

## 6. 新證券上市 New Listing of Securities

- 6.1 本人(等)要求並授權 貴司以代理人身份為本人(等)或任何其他人士的利益，申請在交易所新上市及／或發行 證券，為了 貴司的利益，本人(等)保證 貴司有權代表本人(等)提出該等申請。  
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 warrants to and for your benefit that you have authority to make such application on the my/our behalf.
- 6.2 本人(等)應熟悉及遵守招股章程及／或發行文件，及申請表格或其他相關文件內所載列管轄新上市及／或 發行該等證券及其申請的所有條款及條件，本人(等)同意與 貴司進行的任何相關交易中受該等條款及條件約束。  
I/We shall familiarise 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 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 transaction I/we may have with you.
- 6.3 本人(等)茲向 貴司作出申請新上市及／或發行證券時必須作出的所有陳述、保證及承諾（不論向相關證券 發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或人士作出）。  
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).
- 6.4 本人(等)進一步聲明及保證，並授權 貴司在申請表格（或其他文件）向交易所或及任何其他適當人士披露 及保證，貴司提交的任何相關申請，乃由本人(等)或代表本人(等)為自身或本人(等)代為申請的人士之利益，提交及有意提交的唯一申請。本人(等)承認並接受，貴司及相關證券發行人、保薦人、包銷商或配售代理、交易所或任何其他相關監管機構或 貴司作為本人(等)代理所提交任何申請之相關人士，均可依憑前述聲明及保證。  
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.
- 6.5 本人(等)承認，倘申請由一間除證券買賣外並未有從事其他業務的非上市公司提交，而且本人(等)對該公司具法定控制權，則該等申請須視作為本人(等)的利益而作出的。  
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.
- 6.6 本人(等)確認及明白，有關證券申請的法律、監管要求及市場慣例均會不時作出變化，而任何一種新上市或發行證券的規定亦會改變。本人(等)承諾根據相關法律、規管要求及市場慣例(按貴 司不時行使絕對酌情權所決定的)，向 貴司提供相關資料，採取額外相關措施，並作出額外聲明、保證及承諾。  
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.

## 7. 利益衝突 Conflict of Interest

- 7.1 貴司及董事、高級職員或僱員可為其任何聯營公司的賬戶進行交易。  
You and your directors, officers or employees may trade on their own account of any of the Associate.
- 7.2 不論 貴司是自營買賣或代表聯營公司或其他客戶買賣，貴司獲授權買入、賣出、持有或買賣任何證券，或採取與本人(等)指令對立的持倉。  
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 the Associate or your other customers.

- 7.3 貴司獲授權將本人(等)指令與其他客戶指令進行對盤。  
You are authorized to match my/our orders with those of other customers.
- 7.4 貴司獲授權在 貴司持有證券或作為證券包銷商、保薦人或參與其他工作時進行證券交易。  
You are authorized to effect Transactions in Securities where you or your Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.
- 7.5 假如 貴司向本人(等)招攬銷售或建議任何金融產品，該金融產品必須是貴司經考慮本人(等)的財政狀況、投資經驗及投資目標後而認為合理地適合本人(等)的。本協議的其他條文或任何其他貴司可能要求本人(等)簽署的文件及 貴司可能要求本人(等)作出的聲明概不會減損本條款的效力。  
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.

## 8. 客戶身份 / 最終受益人 Client Identity/Ultimate Beneficiary

在符合本協議書中條文的規定下，凡有關本人(等)並非以主事人或最終受益人之身份進行的交易，本人(等) 將應 貴司的要求即時向證監會、聯交所及 / 或任何其他司法管轄區的交易所、政府或監管機構提供受益人下列資料：

Subject to the provisions herein, I/we shall, in respect of transaction in which I/we are not acting as principal, immediately upon demand by you inform SFC, the Exchange and/or any other exchange, governmental or regulatory authority in any jurisdiction directly and/or through you or through your agents/nominees of the identity, address and contact details of

- i. 最終負責引發有關交易的指示的人士或實體的身份、位址及聯絡詳情；及  
the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and
- ii. 會獲取有關交易的商業或經濟利益或須承擔其商業及 / 或經濟風險的人士或實體的身份、位址及聯絡詳情。  
the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk.  
並且，如實體者是投資基金或賬戶，則提供該投資基金或賬戶的經理人資料。  
and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.
- iii. 即使本協定終止，上文之協定將繼續有效。  
My/Our agreement in above will continue in effect notwithstanding the termination of this Agreement.

## 9. 證券的保管 Safekeeping of Securities

- 9.1 寄存 貴司妥為保管的任何證券，貴司可以酌情決定：

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

- i. (如屬可註冊證券)以本人(等)的名義或以貴司的代理人名義登記；或  
(in the case of registrable securities) be registered in my/our name or in the name of your nominee; or
- ii. 存放於 貴司在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的賬戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。  
be deposited in safe custody in a designated account with the Clearing House or your bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents.  
In the case of securities in HKSAR, such institution shall be acceptable to the SFC as a provider of safe custody services.

- 9.2 倘證券未以本人(等)的名義登記，貴司於收到該等證券所獲派的任何股息或其他利益時，須按本人(等)與 貴司的協議存記入本人(等)的賬戶或支付予或轉賬予本人(等)。倘該等證券屬於 貴司代客戶持有較大數量的同一證券的一部份，本人(等)有權按本人(等)所占的比例獲得該等證券的利益。  
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.

- 9.3 本人(等)並無根據【證券及期貨條例】第 148 條以書面授權 貴司：  
You do not have my/our written authority under section 148 of the [Securities and Futures Ordinance] to:
- i. 將本人(等)的任何證券存放在銀行業機構，作為 貴司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行 貴司在結算系統下之責任的抵押品；  
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;
  - ii. 借貸本人(等)的任何證券；及 / 或  
borrow or lend any of my/our securities, and/or
  - iii 基於任何目的以其他方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。  
otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

- 9.4 貴司不須交回本人(等)的證券，其編號須與轉讓予本人(等)的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予本人(等)的證券相同，當然除了受其間資本重組另有規定外。  
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.

## 10. 賬戶中的款項 Moneys in the Account

- 10.1 除了 貴司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外，否則代本人(等)保管的現金須依照適用法律不時的規定，應存放於一家持牌銀行所開立的一個客戶信託賬戶內。根據有關方面共同協定而無須支付利息。

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 a client trust account maintained with a licensed bank as required by applicable laws from time to time. Subject to mutual agreement between the parties hereto, no interest is payable.

- 10.2 貴司支付入賬戶的款項得作為達到對本人(等)款項支付的目的。  
Payment to the Account shall constitute payment to me/us for all purposes.

## 11. 證券處理權利 Rights on Securities

- 11.1 抵銷及留置權 Set-off and lien

在不損害 貴司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於本人(等)交由 貴司代管或在 貴司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益，貴司均享有一般留置權，作為持續的抵押，用以抵銷及履行本人(等)因進行證券買賣而對 貴司負上的所有責任。

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 the 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.

- 11.2 抵押及出售權 Security and Power of Sale

在不妨礙 貴司應享權利之原則下，貴司除享有概括留置權、抵銷權或法律上 貴司應有之類似權利外，對於本人(等)現時或日後不論因為何種用途交由貴 司持有存於客戶賬戶內(個人或與他人聯名開立之賬戶)或是託管於 貴司，貴聯營公司、代理、在香港或世界各地之聯號之任何資金，證券或其他產業，貴司亦享有概括留置權，作為本人(等)繳付及清償客戶所欠 貴司之一切債項及其他債務責任或負債之保證。上述資金，證券或其他產業可由 貴司持有，作為本人(等)繳付及清償客戶賬戶所欠貴司一切債項、債務責任或負債之抵押品。貴司有權出售該等產業及可全權決定選擇須予出售之證券或產業。貴 司同時獲得授權在出售證券及產業時、代表本人(等)處理一切必須之有關事項，並利用出售所得款項以抵銷或清償本人(等)對 貴司或 貴任何附屬公司或聯營公司，代理或聯號所負全部債務責任及負債。貴司有權隨時將本人(等)當時之全部或任何賬戶合併及/或綜合，並將任何該等賬戶(不論設在何處)之結存數額予以比對或轉賬，用以償還本人(等)其他賬戶或其他原因所欠 貴司或 貴附屬公司或聯營公司、代理或聯號之債項、債務責任或負債，包括主要或附屬、個別或共同、有抵押或無抵押債項、債務責任或負債，而毋須通知本人(等)。貴司代表本人(等)支付任何款項予 貴附屬公司或聯營公司，代理或聯號，作為抵銷或抵償本人(等)在任何 貴司附屬公司或聯營公司、代理或聯號所欠之債務責任時，貴司一旦收到該等附屬公司或聯營公司、代理或聯號之要求，即可如數繳付，至於要求

清付之債務是否屬實，概與 貴公司無關，而 貴司亦無任何責任。在不限制本協議書所訂條文之規定之原則下，貴司又特此由本人(等)授權調動本人(等)在不同賬戶之款項至本人(等)在 貴司附屬公司或聯營公司、代理或聯號之賬戶，用途如前所述。

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 the Client's interest in any fund, Securities or other property now or hereafter held by you for any purpose in any account for the Client (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 there from to offset and discharge all of the obligations and liabilities of me to you or to any of your subsidiary 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 indebtedness, obligations or liabilities to you or to your subsidiary 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 to its subsidiary 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 subsidiary or associated companies, agents or correspondents for the aforementioned purposes.

## 12. 委託賬戶 Discretionary Account

若是本人(等)在 貴司保留及持續操作一個委託賬戶，本人(等)茲授權予 貴司或 貴司指定的職員(他應是一位註冊或持牌人)全權負責替本人(等)依照現金客戶協議書作出證券買賣，損失由本人(等)負責。而本人(等)將每年用書信確認這授權是否被取銷，甚至乎不需 貴司通知需否再續。

In the event that I/we maintain and continue to operate a discretionary account with you, I/we hereby authorize you or your employee (who must be a registered/licensed person) so designated by you, to effect Transaction on my/our behalf on terms herein at your absolute discretion and at my/our own risk and that I/we shall confirm to you in writing on an annual basis whether I/we wish to specifically revoke your authority in this regard even in the absence of your notification to me/us for renewal.

## 13. 共同及個別責任/繼承人 Joint and Several Liability/Successors

13.1.1 該等人士須各自共同及個別對本協議項下所有義務負法律責任。

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

13.1.2 貴司可接受自該等人士中的任何一位發出指令、給予其收據及與其進行所有目的的買賣，除非貴司接獲相反的書面指示。

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;

13.1.3 向任何該等人士其中一位作出的任何付款均為有效及全面履行，無論該等付款是否於該等人士一位或多位身故之前或之後作出。

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.

13.1.4 任何該等人士其中一人身故（即任何其他該等人士仍在世），本協議將不會終止。倘身故客戶的遺產可由 貴司強制處理以清還其生前所引起的任何負債，身故人士於賬戶中的權益將歸屬於生存者的利益。任何彼等知悉任何該等死亡後，各在世者應立即以書面方式通知 貴公司。

on the death of any of such individuals (being survived by any other such individuals), this Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Customer shall be enforceable by you against such deceased Customer's estate. The surviving Customer(s) shall give you written notice immediately upon any of them becoming aware of any such death.

13.1.5 本協議對本人(等)的後嗣、遺囑執行人、遺產管理人、個人代表、繼承人及承讓人（視乎情況而定）均具有約束力。

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

#### 14. 違約事件 Event of default

14.1 下列任何事件均構成違約事件（「違約事件」）：

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

14.1.1 本人(等)無法按照 貴司要求支付或逾期未能向 貴司或其聯營公司支付任何存款或任何其他應支付款項，或未能向 貴司提交任何文件或交付任何證券；

I/we fail to pay any deposits or any other sums payable to you or your Associates or submit to you any documents or deliver any Securities to you hereunder, when called upon to do so or on due date;

14.1.2 本人(等)未妥為履行本協議的任何條款，及未遵守相關交易所及／或結算所的任何附例、規則和規例；

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 appropriate Exchange and/or Clearing House;

14.1.3 本人(等)已被提出破產呈請、清盤呈請或針對本人(等)的類似法律程式；

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

14.1.4 本人(等)身故（指個人客戶）或精神上無能力行事；

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

14.1.5 本人(等)被實施或強制執行任何扣押、執行判決或其他法律程式；

the levy or enforcement of any attachment, execution or other process against me/us;

14.1.6 本人(等)在本協議或任何文件中向 貴作出的任何陳述或保證，是或將會變成不實或誤導；

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

14.1.7 本人(等)（指法團或合夥公司）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回、暫時中止或終止或不再全面有效；及

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

14.1.8 貴司認為發生可能危及 貴司在本協議所擁有任何權利的任何事件。

the occurrence of any event which, in the sole opinion of the Company, might jeopardise any of its rights under this Agreement.

14.2 如果發生違約事件，在無損 貴司的其他權利或 貴司向本人(等)獲得補償的權利的情況下，貴司有權採取以下行動，而無需進一步通知本人(等)：

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 shall be entitled to:

14.2.1 立即結束賬戶；

immediately close the Account;

14.2.2 終止本協定的全部或任何部分；

terminate all or any part of this Agreement;

14.2.3 取消任何或所有未執行的指令或代表本人(等)所作的任何其他承諾；

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

14.2.4 結束 貴司和本人(等)之間的任何或所有合約，在相關交易所購買證券以填補本人(等)的任何空倉，或在相關交易所賣出證券以結清本人(等)的任何長倉；

close 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) or liquidate any long positions of the me/us through the sale of Securities on the relevant Exchange(s);

14.2.5 處置為或代表本人(等)持有的任何或所有證券，並用所得收益以及本人(等)的任何現金存款償還拖欠 貴司及其聯營公司的未付餘額，包括 貴司在轉讓或出售本人(等)賬戶內所有或任何證券或財產，或完善其所有權時合理招致的所有成本、費用、法律費用及開支，包括印花稅、手續費及經紀佣金。

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 or your Associates 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;

- 14.3 如果違約事件發生，本人(等)在本協議下欠付 貴司的所有款項將立即到期，並須立刻支付。  
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.

**15. 適當性 Suitability**

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

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.

註：「金融產品」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

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

**16. Miscellaneous 一般規定**

- 16.1 倘 貴司沒有依照本協議書的規定履行對本人(等)的責任，本人(等)有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。

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 from time to time.

- 16.2 本人(等)確認本人(等)已詳閱並同意本協議書的條款，而且該等條款已經以本人(等)明白的語言(英文或中文)向本人(等)解釋。

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.

- 16.3 本人(等)承認所有交易全由本人(等)決定及由本人(等)承擔風險。

I/we acknowledge that decision regarding the Transaction is made by me/us at my/our discretion and risk.

- 16.4 本人(等)在收到有關該賬戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本人(等)沒有在 貴司不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知成為不可推翻，並對本人(等)有約束力。

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.

- 16.5 本協議書所指的開戶授權書，開戶資料表及附錄為本協議書的整體部份。

The Authorization for Account Opening, Client Information Form, Schedules and the Agreement will form one composite agreement.

- 16.6 倘 貴司的業務有重大變更，並且可能影響 貴司為本人(等)提供服務，貴司將會通本人(等)。

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

- 16.7 本人(等)同意及瞭解如本協議的英文版本及其條款與條件與本協議的中文版本及其條款與條件有任何歧義，概以英文版本為準。

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.

- 16.8 本人(等)確認並同意本協議及其相關附表不會因任何錯別字及/或列印錯誤，以影響其有效性和權限性的法律約束。

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 misspelling and/or type errors.

**17. Liability and Indemnity 責任及彌償**

17.1 在條款 15 的規限下，貴司或 貴司的任何董事、行政人員、僱員或代理人，均不需負責因本人(等)或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非此等損失或損害是得到證實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。

Subject to clause 15, 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, gross negligence or wilful misconduct as proved.

17.2 本人(等)承擔補償 貴司董事、高級人員、僱員及代理人根據本人(等)指示處理在本協議書範圍內的交易或 任何任務而招致的所有針對 貴司及上述人士的申索、訴訟、法律程式、損害賠償、或損失、訟費及費用、 而並不影響 貴司可行使的留置權、抵銷權利或其他權利。

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 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.

**18. 重要變化 Material Changes**

本人(等)承諾用書信通知 貴司本人(等)客戶資料表的重要變化。

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

**19. 個人資料(私隱) Personal Data (Privacy)**

19.1 雖然本人(等)預期 貴司將予該賬戶有關之事情保密，本人(等)謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，貴司可向彼等提供賬戶之詳細資料，以便協助彼等進行的調查或詢問。

Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

19.2 本人(等)在此聲明本人(等)已詳閱於附表 1，根據個人資料(私隱)條例發出的個人資料通告。

I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance referred to in Schedule I.

**20. 有效期 Term**

本協議書在 貴司之任何一名董事或指定授權人士簽署之日期起開始生效、有效期持續至該賬戶按照條款 20 之規定被終止。

The Agreement will come into effect on the date when any one of your directors or designated authorised person signs the Agreement. The Account will not be closed unless in accordance with clause 20.

**21. 終止 Termination**

21.1 不論任何原因，任何一方一旦遵照條款 21 之規定向對方發出書面通知，賬戶即時結束。惟所有 貴司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。

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.

21.2 一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後，貴司獲授權在合理 切實可執行範圍內，盡速將該賬戶內以 貴司(或其代理人或代名人)名義持有之證券，交付本人(等)。

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.

## 22. 通告 Notices

- 22.1 所有涉及或與該賬戶有關而須由 貴司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該位址或適用號碼。  
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 letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.
- 22.2 所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在 發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。  
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 deposited in the mail or sent by airmail overseas 72 hours after despatch and in case of telex or facsimile message or e-mail when the same is despatched.
- 22.3 所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由 貴司實際接收到始生效。  
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.

## 23. 修改 Amendments

- 23.1 貴司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知 發送給本人(等)起生效。  
You shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to me/us.
- 23.2 貴司對本協議書之條款所作之修改，及本人(等)向 貴司提供的關於本協議書之資料的修改，例如，客戶資料表，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。  
No amendment made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Authorization for Account Opening, herewith, such as Client Information Form, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

## 24. 局限應用 Severability

本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。

Any term, stipulation, provision, or undertaking in the 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 illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

## 25. 轉讓 Assignment

- 25.1 本協議書範圍內之權益及責任，祇屬於本人(等)本身的權益及責任，未經 貴司同意，本人(等)不得將其轉讓予他人。  
The benefit and burden of the Agreement is personal to me/us and shall not be capable of assignment by me/us without your consent.
- 25.2 本人(等)同意可轉讓 貴司在本協議書下的權利和義務而不須取得本人(等)的同意。  
We agree that you may transfer your rights and obligations under the Agreement without my/our consent.

## 26. 海外帳戶稅收合規法案 Foreign Account Tax Compliance Act

### 26.1 釋義條款 Definitions

- a. 「收入法」指經修訂的《1986年美國國內收入法》  
"Code" means the U.S. Internal Revenue Code of 1986, as amended.
- b. 「FATCA」指 "FATCA" means
- 美國國稅局根據收入法第 1471 條至 1474 條，或經不時修訂或補充的任何相關條約規定，或其他官方指引制定的《海外帳戶稅收合規法案》；  
the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;
  - 任何其他司法管轄區頒佈，或與美國和其他司法管轄區訂立之政府間協議相關，且（在各情況下）旨在促進實施上文(i)段的任何條約、法例、條例或其他官方指引；或  
any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or
  - 為了實施上文(i)段或(ii)段而與美國國稅局、美國政府或任何其他司法管轄區的政府或稅務機關訂立的任何協議。  
any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
- c. 「FATCA 預扣稅」指按照 FATCA 的規定在[協議]項下從一筆款項扣減稅款或預扣稅款。  
"FATCA Withholding" means a deduction or withholding from a payment under [the agreement] as required by FATCA.
- d. 「FATCA 可預扣稅款款項」包括源自美國境內的利息（包括初始發行折扣）、股息及其他固定或可釐定年度或定期收益、盈利和收入款項，以及出售在美國境內而可產生利息或股息收入的任何財產而取得的總收益。FATCA 也將規定對在 2016 年 12 月 31 日之後支付的該等出售總收益款項預扣稅款。源自美國與借貸交易、投資諮詢費、託管費、銀行或經紀費用相關的若干財務款項亦包括在內。  
"FATCA Withholdable Payments" include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2016. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.

### 26.2 客戶責任及許可 Client's Responsibilities and Consent

- a. 為了遵守 FATCA 及遵循任何本地或外國法律、法例或規例，及／或為了履行 貴司的申報義務，本人(等)同意 貴司可在征得本人(等)同意後收集、保存、使用、處理、披露及向任何該等稅務機關報告向 貴司提供的任何個人資訊。  
In order to comply with FATCA and in accordance with any local or foreign law, legislation or regulation and/or to satisfy China Investment Securities International Brokerage Limited's Reporting Obligations, I/We agrees that you may gather, store, use, process, disclose and report to any such Tax Authority any Personal Information that provides to you upon my/our consent.
- b. 當 貴司在合作期間留意到有潛在美國人身份標記或情況發生變化時，貴司保留權利以要求且本人(等)有義務向 貴司提供額外文件證明，以核實美國人或非美國人身份。  
You reserve the right to request and I/We have the obligation to provide to you additional documentary evidence to validate the U.S. or non-U.S. status when potential U.S. indicia or change in circumstances is noted by you during the course of relationship.
- c. 本人(等)能在指定期間內向 貴司提供任何必需的個人資訊或採取 貴司在本人(等)同意書中指定的行動，貴司應有權得出 貴司認為適宜的任何結論，且 貴司保留權利結束本人(等)的帳戶或將本人(等)的帳戶分類或「不同意」或「非參與外國金融機構」，或根據 FATCA 規則預扣稅款及作出申報。  
If I/We fails to provide you with any of the necessary Personal Information or to take action as is specified by you in my/our Consent Form within the time period specified, you shall be entitled to reach whatever conclusions you consider to be appropriate and you reserve the right to close my/our Account or classify my/our Account as "non-consenting" or "non-participating FFI" or execute withholding and reporting under FATCA regulations.

- 26.3 《海外帳戶稅收合規法案》的一般披露條款 General Disclosure on Foreign Account Tax Compliance Act
- a. 根據美國《海外帳戶稅收合規法案》或 FATCA，符合金融機構（FI）廣泛定義的所有非美國實體必須遵守一個廣泛的文件記錄與申報制度，否則從 2014 年 7 月 1 日起將須就構成「可預扣稅款項」的若干美國款項繳納 30% 的美國預扣稅（從 2017 年起，30% 的預扣稅適用於出售可產生可預扣稅款項及外國轉付款項的資產的總收益）。並非金融機構的若干被動美國實體必須證明，其不擁有大額的美國實益擁有權，或就其大額的美國實益擁有權申報若干資訊，否則從 2014 年 7 月 1 日起將須按上述方式繳納相同的 30% 美國預扣稅。FATCA 施加的申報義務一般要求金融機構取得有關某些客戶的資訊並向美國國稅局（國稅局）披露該等資訊。
- Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs), are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign pass thru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain Customers to the United States Internal Revenue Service (IRS).
- b. FATCA 對特定國家之金融機構的影響可經美國與該國訂立的政府間協議（IGA）予以修訂。美國預期將與香港訂立政府間協議（香港政府間協議）。
- The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. The United States is expected to enter into an IGA with Hong Kong (Hong Kong IGA).
- c. 由於貴司位於香港，香港政府間協議將適用於 貴司。根據香港政府間協議，貴司有義務採納規定的盡職調查程序，並向國稅局申報與「非參與金融機構」相關的「美國帳戶」及帳戶資訊。
- A Hong Kong IGA should apply to you as it is resident in Hong Kong. Under the Hong Kong IGA, you are obligated to apply prescribed due diligence procedures, and report "U.S. Accounts" and account information with respect to "Nonparticipating Financial Institutions" to the IRS.
- d. 為了確定本人(等)的稅務居住地，可能要求本人(等)自行向 貴司提供證明或其他文件。此外，倘若情況有任何變化而將影響本人(等)的稅務居住地狀況，或 貴司有理由相信自行證明失實或不可靠，則該本人(等)或須再次自行證明及／或提交額外文件。
- I/We may be requested to provide a self-certification or other documentation to you in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the Clients' tax residence statuses or there is reason for you to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from me/us.

## 27. 風險披露 Risk Disclosure

本人(等)確認，已按照本人(等)所通曉的語言充分解釋附表 II 所載列的風險披露聲明內容，並已邀請本人(等) 閱讀該聲明、提出問題及徵求獨立的意見。

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 contents of such statements and has invited me/us to read such statements, ask questions and take independent advice.

## 28. 釋義 Interpretation

本合約中，除文意另有所指外：

In this Agreement unless the context otherwise requires:

- (1) “本人(等)”一詞，若指本協定簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨資經營商號，則包括該商號主人、其遺囑執行人及 遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。

The expression "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.

- (2) “證券”指各類普遍認為是證券的工具，包括但不限於股份、股票(上市及非上市者)，認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，由 貴司可不時提供來交易者。

“Securities” means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, bonds or notes of, or issued by, anybody, whether incorporated or unincorporated, or of any government or local government authority, as you may at your absolute discretion from time to time offer to deal in.

- (3) 若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。

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

- (4) 凡表示單數之字眼包括複數含義，反之亦然；凡表示陽性之字眼亦包括陰性及中性含義。

Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

- (5) 字義上所指的“人”(若適用)亦包括有限公司(本港者或海外者)。

Words importing persons shall include limited company (including local and foreign)

## 29. 法律 Law

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

## II. Internet Securities Trading Agreement

### 互聯網證券交易協議

#### 1. 互聯網服務 Internet Service

- 1.1 本人(等)明瞭互聯網服務不時提供或可提供各種的服務，以准許本人(等)透過互聯網以取用及取得有關本人(等)戶口之資料；使用電子方式落盤買賣證券；取用由閣下運作的電子郵件或資訊設施以交付及獲取確認、結算單、通知及其它文件；及獲取市場訊息及資料。

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.

- 1.2 本人(等)同意使用互聯網作為與閣下通訊以及轉遞資訊、資料及文件給本人(等)的媒體

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.

- 1.3 本人(等)承認有關於任何時候適用的互聯網及戶口的使用、營運、政策及程式的資料已可於服務維網址供本人(等)取得，而本人(等)已閱讀及明白其條款可能不時被修改，而本人(等)使用互聯服務及戶口須被視為對本人(等)具有約束力。倘本協定的條款與該等資料出現任何歧異之處，應以本協議書的條款為準。

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.

- 1.4 本人(等)同意只根據本協定的條款使用互聯網服務

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

- 1.5 本人(等)為互聯網的唯一獲授權使用者，並承認該服務可能需要本人(等)使用各種識別及存取代碼，包括密碼、私人識別碼及其它用戶識別，以取用該服務及本人(等)的戶口。而本人(等)對本人(等)就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及戶口號碼的保密及恰當使用於任何時間都會負全責。

I/We will be the only authorized 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.

- 1.6 本人(等)同意於本人(等)知悉出現任何損失、盜竊或未獲授權使用本人(等)的密碼、私人識別碼及其它用戶識別、戶口或戶口號碼，或任何未獲授權使用互聯網服務或以之提供任何市場訊息或資料時，即時通知 貴公司。

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 unauthorized use of the Internet Service or any of the market information or data provided.

- 1.7 本人(等)承認任何透過互聯網服務或另行以電話、電子或其它方式提供的任何有關證券及證券市場的資料及資料（包括新聞及即時報價）乃是 貴公司從證券交易市場及 貴公司不時委聘的可能與 貴公司有關連或沒有關連的其它第三者服務提供者所取得。  
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 securities 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)進一步承認及接受I/We further acknowledge and accept that :  
該等資料及資料受或可能受版權法律的保護，並提供給我們只是作私人及非商業性的用途。本人(等)不可以在未經該等服務提供者的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其它商業用途。該等資料及資料乃由 貴公司從相信是可靠的來源所獲取而來的，貴公司或該等服務提供者並不擔保任何該等資料及資料的準確性、完整性、即時性及先後次序。  
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.
- 1.8 本人(等)承認同意不論 貴公司或任何服務提供者均不會就本人(等)倚賴任何該等透過互聯網服務提供的資料或資料，或該等資料或資料的可用性、準確性、完整性或即時性，或本人(等)依賴該資料或資料而所採取的行動或作出的決定而對本人(等)負責。  
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.
- 1.9 本人(等)承認互聯網服務的一切所有權及版權及其它知識版權為 貴公司專屬的資產或是屬於有關的服務提供者的，並同意及承諾除本協議所授權外，本人(等)不得及不得於任何時間企圖竄改、變改、或另行以任何形式更改，或另行取用或企圖得到取用互聯網服務任何部份。本人(等)更承諾倘知悉出現任何其它人士的任何該等不獲授權的使用或取用互聯網服務時，即時通知 貴公司。  
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 authorized under this Agreement. I/We further undertake to notify you immediately if I/ we become aware that any of such unauthorized use or access to the Internet Service by any other person.
- 1.10 本人(等)同意支付一切 貴公司可不時就使用互聯網服務而收取的申領、服務及使用費。  
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.
- 1.11 縱使本協議的任何規定，貴公司有絕對酌情權於任何時間在毋須任何通知及無任何規限下，不論因任何原因，包括本人(等)任何未獲授權的使用該等服務及/或任何資料或資料或任何密碼、私人識別碼及其它用戶識別或戶口號碼，終止本人(等)取用互聯網服務或從任何服務提供者處取用任何資料或資料或其任何部份，而毋須對本人(等)負責。  
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.
- 1.12 本人(等)將會負擔 貴公司及於被要求時償付 貴公司任何及一切因本人(等)之任何未獲授權而使用互聯網服務及/或任何資料或資料而引起的索償、索求、訴訟、損失、損害賠償、費用（包括律師費）及支出。  
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 unauthorised use by me/ us of the Internet Service and/or any of the information or data.

## 2. 戶口 The Account

2.1 本人(等)承認本人(等)可透過互聯網服務取用戶口。

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

2.2 本人(等)確認客戶申請表格所載資料均屬完整、真實及正確。倘該等資料有任何變更，本人(等)將會迅速的以書面通知 貴公司。本人(等)特此授權 貴公司於任何時間對本人(等)的信用進行查詢，及與包括本人(等)的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

I/We confirm that the information set out in the Client Application Form is complete, true and correct. 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.

2.3 貴公司將會對本人(等)戶口的有關資料予以保密，但 貴公司可以根據聯交所、證監會及任何其它監管機構的任何適用的法律或規例或應其要求，將該等資料提供予聯交所、證監會及任何其它監管機構，或提供予任何 貴公司的聯營公司。

You will keep information relating to the Account confidential, but may provide any such information to the Exchange, 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 associate company of Gamma Securities Limited.

2.4 本人(等)已從 貴公司接獲，亦已閱讀並已完全明白及接受關於個人資料（私隱）條例（第486 章）通知的規定。

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).

2.5 本人(等)僅此聲明本人(等)為戶口的最終實益擁有人，而本人(等)與 貴公司之雇員或代理人包括但不限於作為該等雇員或代理人之配偶或18 歲以下子女有任何關係或關連。本人(等)同意倘本人(等)與該等雇員或代理人變成有關係或有關連，本人(等)須迅速通知 貴公司該等關連的存在及其性質，並承認及同意 貴公司接獲該通知時有絕對酌情權終止戶口。

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.

2.6 縱使本協議的任何規定，貴公司有絕對酌情權於任何時間結束戶口，而毋須提出任何理由，亦毋須對本人(等)以終止本協議而結束戶口的責任。

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.

## 3. 法律與規則 Laws and Rules

貴公司按本人(等)的指示而進行的一切證券交易（「交易」須根據及受制於適用於 貴公司的有關法律、規則、規例、指示、習俗及常例而進行，包括聯交所及香港中央結算有限公司（「中央結算公司」）不時修改或補充的規則。貴公司根據該等法律、規則、規例及指示而採取的所有行動均對本人(等)具有約束力。

All transactions in securities which you effect on my/our instructions ("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 Hong Kong Securities Clearing Company Limited (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.

## 4. 交易 Transaction

4.1 除非 貴公司(在有關交易或其它情況下於買賣通知中)表示 貴公司擔任委託人，否則 貴公司將以本人(等)代理人身份進行交易。

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.

- 4.2 本人(等)承認及同意本人(等)須單獨負責所有透過互聯網服務傳達之指令，而 貴公司及任何貴公司之董事、高級職員及雇員均不須就接獲及執行任何該等指令所作出的索償對本人(等)或任何其它經本人(等)索償的人士負責。  
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.
- 4.3 任何透過互聯網服務給 貴公司的指令將會被當作由本人(等)發出。本人(等)同意即時通知 貴公司，本人(等)：就任何由本人(等)透過該服務落盤但其後並無接獲有關其被收到或被執行的任何確認（不論是以複印文本、電子或口頭方式）；接獲有關指令或其被執行之書面確認但發覺有不正確之處，或接獲本人(等)並無發出指令之交易的書面確認。  
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.
- 4.4 貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令直至（視情況而定）：戶口內有足夠可即時動用的資金；或戶口內有足夠證券作有關交易的交收之用。  
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.
- 4.5 本人(等)承認及同意 貴公司及 貴公司的董事、高級職員、僱員及代理毋須對任何 貴公司延遲或未有履行其責任，或因互聯網服務或任何通訊儀器或設施之故障、受干擾或傳送失靈，或因任何未獲授權取用、竄改、變改或更改該服務及/或載於其中的資料及資料，或非 貴公司控制範圍之任何其它原因所造成（包括但不限於政府限制、交易所或市場裁斷、暫時停牌、惡劣天氣、地震及罷工）的任何損失或可能蒙受的損失負上任何責任。倘本人(等)透過互聯網服務與 貴公司接觸發生任何問題，本人/吾等須使用其它一切可供本人(等)選擇的替代方式與 貴公司聯絡。  
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.
- 4.6 本人(等)同意本人(等)就每項交易均單獨地依賴本人(等)的判斷及決定而作出，並無依賴或不會依賴任何 貴公司的董事、高級職員、僱員或代理的意見或資料或建議。  
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.
- 4.7 本人(等)須就所有交易向 貴公司支付貴公司通知本人(等)的佣金和收費，以及繳付聯交所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用及其它支出。閣下可以從戶口中扣除該等佣金、收費、徵費、稅項、費用及支出。  
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.

- 4.8 倘本人(等)住處或向 貴公司發出任何指令的地點為香港以外的地方,本人(等)同意確保及表明該等指令之發出將遵從於本人(等)發出指令的有關司法管轄區的任何及一切適用法律,而本人(等)更同意本人(等)遇有疑問時,應於有關司法管轄區諮詢或取得法律及專業意見。本人(等)接納就本人(等)之住處或發出指令地點為香港以外地方而該指令被執行可能需要向有關機構繳付徵稅、稅項、賦稅或收費,而本人(等)同意繳付該等適用的徵稅、稅項、賦稅或收費。本人(等)進一步同意於被要求時償付 貴公司可能因本人(等)之住處或發出指令地點在香港以外的地方而引致貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。
- 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.
- 4.9 就每一宗交易,除另有協定外或除非 貴公司已代本人(等)持有現金或證券供交易交收之用,否則本人(等)將會在 貴公司就該項交易通知本人(等)的期限之前向 貴公司交付可即時動用的現金或可以交付的證券(視情況而定),或以其它方式確保貴公司收到該等資金或證券。倘本人(等)未能這樣做,貴公司可以毋須負上任何責任下(如屬買入交易)出售買入證券及/或任何其它貴公司代本人(等)持有的證券以償還本人(等)對貴公司的責任;及(如屬賣出交易)借入及/或買入證券以進行交易的交收。
- 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.
- 4.10 本人(等)將會負擔 貴公司及來索即償付 貴公司因本人(等)未進行交收而引起的任何損失、費用及開支。
- I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our settlement failures.
- 4.11 本人(等)僅此同意就有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息),按 貴公司不時通知本人(等)的利率及其它條款支付利息。
- 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.
- 4.12 就買入交易而言,倘賣方經紀未能於交收日內交付證券,導致 貴公司須買入證券進行交收,本人(等)毋須為買入該等證券的費用向貴公司負責。
- 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.
- 4.13 倘沽盤是有關非由本人(等)擁有的證券,即涉及賣空交易,本人(等)將會通知閣下。
- I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.
- 4.14 本人(等)明白及同意為相互的利益及保護,貴公司可以電子方式操控或記錄任何本人(等)與 貴公司以電子、電話或其它形式的通訊及經貴公司達成的指令(如需要時)。
- 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.

- 4.15 於任何通告、賬單、確認書或其它通訊所指或提及之每一項交易須被視為正確及經由本人(等)確認，除非 貴公司於該等通告、賬單、確認書或其它通訊被視為已由本人(等)收妥後七天內接獲本人(等)所作與之相反的書面通知。  
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.
- 4.16 在無顯然的錯誤出現下，每一張戶口賬單中之款項須為最終的借方或貸方結存，對本人(等)均具約束力。  
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.

## 5. 一般規定 General

- 5.1 所有為或代本人(等)購入或買入或本人(等)有權益（不論屬個人或與他人共同擁有）及於本人(等)戶口持有的證券，包括所有權利、股息或利息，以及所有由 貴公司代本人(等)不時持有的款項及其它物業均受制於 貴公司的全面留置權，以確保本人(等)履行對 貴公司代本人(等)買賣證券而產生的責任。倘本人(等)就任何本人(等)欠貴公司的款項未有履行該等責任或於被要求時或到期付款日未有作出償付，貴公司可於 貴公司認為合適的該等時間、方法及價格出售該等證券之全部或任何部份而毋須付上任何責任，並可將該等出售的剩餘利潤及任何當時由 貴公司代本人持有的款項用作付清本人(等)對貴公司的責任及欠款。  
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.
- 5.2 倘 貴公司的業務有重大變更，並且可能影響 貴公司為本人(等)提供的服務，貴公司將會通知本人(等)。  
You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 5.3 單數名應具有複數含義，反之亦然。提及一種性別即涵蓋所有性別，而有關「人士」一詞之提述，應包括商號或獨資經營者、合夥經營者、財團及公司，反之亦然。  
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.
- 5.4 倘本協議之任何條文被任何適合的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議將繼續獲得執行，猶如該無效或不能強執行之條文並無載於本協議內一樣。  
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.
- 5.5 倘吾等包括多於一人或一方，吾等每一個人或一方所負之責任為並同及個別，而提述吾等時須被詮釋為吾等任何或每一個人或一方。貴公司有權各別與吾等任何一人或一方磋商，包括於並無影響其它人之法律責任之情況下解除任何法律責任。  
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.

- 5.6 所有給予本人(等)之通告及通訊，可用郵遞方式寄往 貴公司記錄內不時顯示之本人(等)任何一個商業、住宅或通訊位址，或將該等通告及通訊交付本人(等)或交付往該位址，或以電傳、傳真、電話或電郵傳送往為此而不時通知 貴公司之號碼或位址，方為有效地發出。所有給予本人(等)之通告及通訊，將於(a)郵寄該通知後第二個營業日(於郵寄之情況下)，及(b)於交付時(於當面交付之情況下)、發出時(於使用電傳之情況下)或傳達時(於使用電話之情況下)及接獲確實或收到的訊息時(於使用傳真或電郵之情況下)，均視作已被收妥，而該等通告及通訊毋須由 貴公司之代表簽署。
- 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.
- 5.7 在法律容許之範圍內，貴公司可不時通知本人(等)，修訂本協議之任何條件及條款。該等修訂於本人(等)被視作接獲 貴公司之通告時立即生效。本人(等)得悉及同意，倘本人(等)不接受 貴公司不時通知之任何修訂，本人(等)將有權終止本協議。
- 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.
- 5.8 貴公司於任何時間未能堅持嚴格遵守本協議之任何條件或條或 貴公司方面持續該行為，於任何情況下均不構成或被視為 貴公司放棄任何 貴公司之權力、權利、補償或特權。
- 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.
- 5.9 除非獲得 貴公司之書面批准，否則本人(等)不得將本協議下任何本人(等)之權利及/或義務轉讓予任何其它人士。
- 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.
- 5.10 本協議之任何一方可隨時以書面通知對方終止本協議，惟任何該等終止不會影響 貴公司於收到該書面通知前所訂立之任何交易，亦不會損害收到該通知前 貴公司或本人(等)之任何交易，亦不會損害收到該通知前 貴公司或本人(等)之任何權利、權力或責任。
- 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.
- 5.11 本人(等)確認本人(等)已詳閱本協議的英文/中文版本，並同意本協議的條款，而且該等條款已經以本人(等)明白的語言向本人解釋。本人(等)亦確認及接納倘本協議之中英文版本出現任何歧義，應以英文本為準。
- 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.

## 個人資料(私隱)政策通知

### Notice on Personal Data (Privacy) Ordinance

嘉謨證券茲根據個人資料(私隱)條例(香港法例第 486 章)及/或歐洲議會和歐盟理事會有關個人資料處理及自由流動的個人保障的第 2016/679 號歐盟規則(「GDPR」, 個人資料保護規則)(如適用)及其他相關法則(下稱“此條例”)通知客戶下列事項:

Notice to Client regarding the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong) and/or Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”) and other relevant regulations (where applicable) (the “Ordinance”):

1. 嘉謨證券現欲知會各客戶或索取閣下的書面同意(如需要)就有關其所提供之個人資料(根據此條例下之定義), 對建立一合適及有效之業務關係, 如在與閣下開立證券或期貨交易賬戶、建立及提供各項財務及諮詢方面等, 尤為重要。

Gamma Securities hereby draws the Client’s attention or obtain the Client’s written consent (if applicable) to the necessity of supplying Gamma Securities with the Client’s personal data (as defined in the Ordinance) and/or a copy of the Client identification documents in order to secure a proper and efficient business relationship with you, our Client. The underlying reasons for so doing relates to the opening or maintaining of securities and futures trading account(s) and the provision or continuation of financial facilities or financial or advisory services to you.

2. 客戶提供的個人資料(不論是由客戶或任何其他人士於客戶收到本通知之前或之後提供), 嘉謨證券將用於下列用途:

The personal data supplied by the Client (whether supplied by the Client or any other person, and whether supplied before or after the date the Client receives this notice) may be used by Gamma Securities for the purposes as follows:

- (a) 協助日常運作;  
administering any credit facilities granted from time to time;
- (b) 協助日常之借貸事項;  
administering any credit facilities granted from time to time;
- (c) 協助借貸上所需之審核工作;  
facilitating credit checks;
- (d) 推廣(包括直接促銷)財務服務及有關之產品;

嘉謨證券擬把客戶的個人資料使用及/或轉移給集團內相關之公司及其他人士(不論是在香港或在海外)作直接促銷用途, 而嘉謨證券須為此目的取得客戶同意(包括表示不反對)。因此, 請注意:

marketing (including direct marketing) of financial services or products.

Gamma Securities intends to use and/or transfer the Client’s personal data to its related group companies and other persons (whether it is in Hong Kong or in overseas) for the use in direct marketing. Gamma Securities requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:

- (i) 客戶的姓名、聯絡詳情、產品及服務組合資料、交易模式、財務背景及人口統計數據可被用於直接促銷;

The name, contact details, products and services portfolio information, transaction pattern, financial background and demographic data of the Client may be used in direct marketing;

- (ii) 可用作促銷下列類別的服務、產品及項目:

The following class of services, products and subjects may be marketed:

- 財務、保險、投資服務、證券及投資相關服務與產品;  
financial, insurance, investment services, securities, investment and related services and products;
- 嘉謨證券及其集團內相關之公司提供的服務及產品;  
services and products offered by Gamma Securities’ related group companies;
- 嘉謨證券商業夥伴提供的服務與產品;  
services and products offered by Gamma Securities’ business partners;

(iii) 上述服務、產品及項目或會由以下各方提供及/或促銷：

The above services, products and subjects may be provided and/or marketed by:

- 嘉謨證券及其集團內相關之公司；

Gamma Securities and its related group companies;

- 第三方金融機構、承保人、證券及投資服務供應商；及

- third party financial institutions, insurers, securities and investment service providers; and

(iv) 若客戶不願意嘉謨證券使用及/或轉移個人資料給集團內相關之公司及其他人士作直接促銷用途，客戶可行使其不同意的權利，此安排並不收取任何費用；

- If the Client does not wish Gamma Securities to use or transfer to its related group companies and other persons the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out;

(e) 估計客戶借貸款額之水平；

valuing the level of indebtedness owed to or by the Clients from time to time;

(f) 確保公司能收回客戶欠下而未償還之款項；

assuring efficient collection of outstanding amounts in arrears by the Clients;

(g) 符合有關法律、規則、規例中或監管機構所制定關於披露資料方面所訂之要求；及

meeting all legal requirements regarding disclosure obligations imposed by all relevant laws, rules, regulations or regulatory authorities applicable from time to time; and

(h) 與上述有關之目的。

all purposes ancillary thereto.

3. 嘉謨證券會嚴密處理客戶提供之個人資料（不論是由客戶或任何其他人士於客戶收到本通知之前或之後提供），而當嘉謨證券需要運用此類資料時，亦會交由下列人士處理：

Gamma Securities shall maintain the Client's personal data (whether provided by the Client or any other person, and whether provided before or after the date the Client receives this notice) as confidential but Gamma Securities may procure that any such personal data is used by:

(a) 嘉謨證券及其分行、附屬公司、控股公司、附屬成員及集團內相關之公司，用作集團內公司所提供服務或產品推廣之工作；

Gamma Securities and its branches, subsidiaries, holding companies, affiliates and related group companies in connection with the promotion or provision of products or services that our group may render;

(b) 任何嘉謨證券的董事、高級職員、僱員或代表(在執行嘉謨證券業務時)；

any director, officer, employee or representative of Gamma Securities when carrying out the business of the Gamma Securities;

(c) 向嘉謨證券提供行政、電訊、電腦、付款、證券結算、代理人、保管人或其他服務的任何代理、承辦商或第三方服務供應商；

any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, nominee, custodian or other services to Gamma Securities;

(d) 經嘉謨證券授權處理保密資料之人士；

any person under a duty of confidentiality to Gamma Securities;

(e) 任何客戶欲與其或已與其建立業務關係之財務機構及其聯繫機構；

any financial establishments and their respective associates with which the Client has or proposes to have dealings;

(f) 信貸資料服務機構及(如有失責事件)收數公司；

credit reference agencies and, in the event of default, debt collection agencies;

(g) 根據對嘉謨證券有約束力或適用於嘉謨證券之任何法例或規例的規定，或根據並為施行由規管嘉謨證券之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望嘉謨證券遵守的任何指引或指導，或根據嘉謨證券向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；或

any person or entity to whom Gamma Securities is under an obligation or otherwise required to make disclosure under the requirements of any law or regulation binding on or applying to Gamma Securities, or any disclosure under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which Gamma Securities is expected to comply, or any disclosure pursuant to any contractual or other commitment of Gamma Securities with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future; or

(h) 任何為進行以上第二段所列用途之人士。

any person for the purposes set out in Paragraph (2) above.

4. 倘若客戶未能完全或準確地提供所需之資料，此將影響公司所提供服務之效率，並可能令嘉謨證券未能開立、保持、發展或繼續提供有關之財務服務。

Inadequate or defective provision of the necessary personal data may hinder Gamma Securities' efficiency in providing its services and even result in Gamma Securities being unable to perform the functions of opening, maintaining, providing or continuing any or all relevant financial or advisory services whatsoever.

5. 客戶擁有於下列有關其個人資料方面之權利：

The Client has the following rights in relation to his personal data:

- (a) 查核嘉謨證券是否持有其個人資料，要求取用及更正其個人資料；  
the right to check whether Gamma Securities has any personal data relating to him/her, and to request access and correction of such personal data;
- (b) 查詢嘉謨證券有關其在資料保存方面之政策、常規以及知悉嘉謨證券所存放其個人資料之種類；及  
the right to make inquiries of Gamma Securities regarding their policies and practices in connection with the data and to be informed of the kind of personal data maintained by Gamma Securities;
- (c) 若客戶不願意嘉謨證券使用及/或轉移其個人資料給集團內相關之公司及其他人士（不論是在香港或在海外）作直接促銷用途，客戶可行使其選擇權拒絕促銷；及  
the right to opt out if the Client does not wish Gamma Securities to use or transfer to its related group companies and other persons his/her personal data (whether it is in Hong Kong or in overseas) for the use in direct marketing; and
- (d) 若GDPR條例適用於客戶，客戶亦擁有獲通知有關資料處理，取消個人資料，限制處理或轉移個人資料及反對處理個人資料的權利。  
If GDPR is applicable to the Client, the Client may have the rights to notice on the date processing, to erasure of personal data, to restriction of processing and data portability, and to object to processing of data.

6. 任何查詢或申請有關其個人資料，可來函嘉謨證券香港干諾道中168-200號信德中心招商局大廈11樓8室，資料保密小組。嘉謨證券會因應個別申請作出收費。

Any such request should be sent by post to Gamma Securities care of Gamma Securities Limited, Flat 8, 11/F, China Merchants Tower, Shun Tak Centre, No.168-200 Connaught Road Central, Hong Kong, the Data Protection Division, for the attention of the Compliance Officer. Gamma Securities may charge a reasonable fee for processing any data access request.

7. 客戶知悉及同意，嘉謨證券為客戶提供中華通的交易服務（「中華通交易服務」）時，嘉謨證券需要：

The Client acknowledges and agrees that in providing Gamma Securities' China Connect securities trading service to the Client, Gamma Securities will be required to:

- (a) 將每一個提交給聯交所的中華證券通系統（「CSC」）的交易都附加客戶獨有的券商客戶號碼（「BCAN」）（或者，如在嘉謨證券的相關賬戶屬聯名賬戶，則指嘉謨證券分配予聯名賬戶的BCAN，視乎情況而定）；及  
tag each of the Client's orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or the BCAN that is assigned to the Client's joint account with Gamma Securities, as appropriate; and
- (b) 根據《聯交所規則》不時要求，向聯交所提供由嘉謨證券分配予客戶的BCAN及有關客戶的識別信息（「CID」）（包括姓名、身份證簽發國家、身份證類型及身份證號碼）。  
provide to the Exchange the Client's assigned BCAN and such identification information ("Client Identification Data" or "CID") (including name, ID issuing country, ID type and ID number) of the relevant Client as the Exchange may request from time to time under the Rules of the Exchange.

在不局限嘉謨證券就使用或處理客戶資料向客戶已經發出的任何通知或從客戶已取得的任何同意書之內容的原則下，客戶知悉及同意我們可能會於提供中華通交易服務過程中，收集、儲存、使用、披露及轉移客戶的客戶信息，其中包括：

Without limitation to any notification Gamma Securities have given the Client or consent Gamma Securities have obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and Gamma Securities' services to the Client, the Client acknowledge and agree that Gamma Securities may collect, store, use, disclose and transfer personal data relating to the Client as required as part of China Connect trading service, including as follows:

- (a) 不時向聯交所及其相關的聯交所子公司披露及轉移客戶的BCAN及CID，包括將中華通的買賣盤輸入至CSC時標注客戶的BCAN。此等信息將實時傳遞至相關中華通市場營運者（按《聯交所規則》定義）；  
to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- (b) 同意聯交所及其相關的聯交所子公司：(i) 為了市場監控和監察目的及執行《聯交所規則》，收集、使用及儲存（就儲存而言，包括任何一方或透過香港交易所儲存）客戶的BCAN、CID及任何經有關中華通結算所（按《聯交所規則》定義）提供的已整合、驗證及配對的BCAN及CID資料；(ii) 按下文(c)及(d)段所述目的，不時將有關資料轉交相關中華通市場營運者（直接或透過有關中華通結算所）；及(iii) 向香港的有關監管機構和執法機關披露此等資料，以助

其履行在香港金融市場的執法職能；

to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;

- (c) 允許相關中華通結算所：(i) 收集、使用和儲存客戶的 BCAN 和 CID，以便其將 BCAN 及 CID 與其投資者身份數據庫進行合併、驗證和配對，並將此等已合併、驗證及配對的 BCAN 及 CID 資料提交予相關中華通市場經營者、聯交所及相關聯交所子公司；(ii) 使用客戶的 BCAN 和 CID 來協助履行證券賬戶管理的監管職能；及 (iii) 向管轄中華通結算所的內地監管機構及執法機構披露有關資料，以便協助其履行對內地金融市場的監控、監察及執法職能；和 to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- (d) 允許有關中華通市場營運者：(i) 收集、使用及儲存客戶的 BCAN 及 CID，以助其對使用中華通服務在相關中華通市場所進行之交易進行監察和監控及執行相關的市場營運規則；及 (ii) 向內地監管機構及執法機關披露有關資料，以助其履行對內地金融市場的監管、監察及執法職能。 to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and

通過向嘉謨證券發出與中華通證券有關的任何交易指示，客戶知悉及同意我們可以使用客戶的個人資料，以遵守聯交所不時就北向交易頒佈的要求及規則。客戶可隨時撤回其對上述用途的同意。客戶也知悉，儘管客戶隨後表示撤回同意，然而無論在此撤銷同意聲明之前或之後，客戶的個人資料仍可能為達到上述目的繼續被儲存、使用、披露、轉移和以其他方式處理。

By instructing Gamma Securities in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that Gamma Securities may use the Client's personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the Northbound Trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

#### 未能提供個人資料或同意的後果 Consequences of failing to provide Personal Data or Consent

若客戶未能按上文所述，向嘉謨證券提供任何客戶信息或同意或隨後撤回其同意，可能意味著嘉謨證券將不能或不能再執行客戶的交易指示（視情況而定）或向客戶提供任何北向交易服務。

Failure to provide Gamma Securities with the Client's personal data or consent as described above may mean that Gamma Securities will not, or no longer be able, as the case may be, to carry out the Client's trading instructions or provide the Client with any Northbound trading services.

## RISK DISCLOSURE STATEMENT 風險披露聲明

### 1. 證券交易的風險 RISK OF SECURITIES TRADING

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

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

### 2. 買賣創業板股份的風險 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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.

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

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.

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

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.

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

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.

### 3. 買賣衍生產品風險 RISK OF TRADING DERIVATIVE PRODUCTS

買賣衍生產品(包括但不限於衍生權證、可贖回牛熊證、股票掛鉤工具及其他嵌有衍生工具的產品)涉及風險。除非你完全瞭解及願意承擔所涉風險，否則切勿投資該類衍生產品。

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.

就各項衍生權證、可贖回牛熊證或股票掛鉤工具發行而言，你應仔細審閱及明白載於基本上市文件（包括任何增編）及相關補充上市文件的條款及條件，及發行人的財務和其他資料。

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.

你亦應確保明白衍生權證、可贖回牛熊證或股票掛鉤工具的性質及風險，並應（如適用）諮詢閣下的法律、稅務、會計、財務及其他專業顧問，以確保投資於該類衍生產品的任何決定對閣下的具體情況及財務狀況為合適。

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.

### 3.1 Risks Associated with Derivative Products 衍生產品的相關風險

#### **發行商失責風險 Issuer default risk**

若衍生產品發行商破產而未能履行其對所發行證券的責任，你只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，你須特別留意衍生產品發行商的財力及信用。

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.

#### **非抵押產品風險 Uncollateralized product risk**

非抵押衍生產品並沒有資產擔保。若發行商破產，你可以損失其全數投資。要確定產品是否非抵押，你必須細閱上市文件。

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.

#### **槓桿風險 Gearing risk**

衍生產品如衍生權證及牛熊證均是杠桿產品，其價值可按相對相關資產的杠桿比率而快速改變。你須留意，衍生產品的價值可以跌至零，屆時當初投資的資金將會盡失。

Derivative products such as derivative warrants and callable bull/bear contracts (CBCBs) 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.

#### **有效期的考慮 Expiry considerations**

衍生產品設有到期日，到期後的產品可變為毫無價值。你須留意產品的到期時間，確保所選產品尚餘的有效期能配合你的交易策略。

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.

#### **特殊價格移動 Extraordinary price movements**

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

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.

#### **外匯風險 Foreign exchange risk**

若你所買賣的衍生產品的相關資產並非以港幣為單位，將尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響衍生產品的價格。

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

#### **流通量風險 Liquidity risk**

聯交所規定所有衍生產品發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。如有流通量提供者失責或停止履行職責，你或不能進行買賣，直至有新的流通量提供者被委任。

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.

### 3.2 買賣衍生權證的額外風險 Additional Risks Involved in Trading Derivative Warrants

#### **時間損耗風險 Time decay risk**

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

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.

### **波幅風險 Volatility risk**

衍生權證的價格可隨相關資產價格的引申波幅而升跌，你必須注意相關資產的波幅。

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.

### 3.3 **買賣牛熊證的額外風險 Additional Risks Involved in Trading Callable Bull/Bear Contracts (CBBCs)**

#### **強制收回風險 Mandatory call risk**

你買賣牛熊證，必須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產價值等同上市文件所述的強制收回價/水準，牛熊證即停止買賣。屆時，你只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。

Your 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.

#### **融資成本 Funding costs**

牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，你將損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

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.

### 3.4 **股票掛鉤票據的相關風險 Risks Associated with Equity Linked Instruments**

承受股本市場風險 – 你需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

Exposure to equity market - You are exposed to price movements 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.

賠本可能 – 如正股價格變動與你事前看法背馳，即可能要蝕掉部分甚至全部本金。

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.

價格調整 – 你應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鉤票據到期的償付情況。你亦應注意，發行人可能會由於正股的公司行動而對票據作出調整。

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.

利息 – 股票掛鉤票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於票據可得的孳息。

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.

准孳息計算 – 你應向經紀查詢買賣股票掛鉤票據以及票據到期時因收到款項或正股而涉及的費用。香港交易所發佈的准孳息數字並無將這些費用計算在內。

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.

### 4. **買賣交易所買賣基金風險 RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs)**

買賣交易所買賣基金涉及風險。你是否瞭解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。買賣交易所買賣基金前，你應清楚明白其性質及風險。

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.

你應仔細審閱及明白載於交易所買賣基金銷售文件的條款及條件，及其財務報表和其他資料。並應（如適用）諮詢你的法律、稅務、會計、財務及其他專業顧問，以確保投資於該類交易所買賣基金的任何決定對閣下的具體情況及財務狀況為合適。

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.

#### 4.1 交易所買賣基金的相關風險 **Risks Associated with Exchange Traded Funds (ETFs)**

##### **市場風險 Market risk**

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品)的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。你必須要有因為相關指數/資產的波動而蒙受損失的準備。

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.

##### **追蹤誤差 Tracking errors**

這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複寫原則等等因素。(常見的複寫原則包括完全複製/選具代表性樣本以及綜合複製，詳見下文。)

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.)

##### **以折讓或溢價交易 Trading at discount or premium**

交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場/行業的交易所買賣基金亦可能會有此情況。

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.

##### **外匯風險 Foreign exchange risk**

若你所買賣交易所買賣基金的相關資產並非以港幣為單位，將尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響交易所買賣基金的價格。

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

##### **流通量風險 Liquidity risk**

證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，你或就不能進行買賣。

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.

##### **交易所買賣基金的不同複製策略涉及對手風險**

###### **Counterparty risk involved in ETFs with different replication strategies**

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

採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不是太大間

題。

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.

(b) 綜合複製策略 Synthetic replication strategies

採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現。現時，採取綜合複製策略的交易所買賣基金可再分為兩種：

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:

i. 以掉期合約構成 Swap-based ETFs

總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。

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

以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

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

ii. 以衍生工具構成 Derivative embedded ETFs

交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。

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

以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

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.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

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.

5. 在香港聯合交易所有限公司買賣納斯達克 - 美國證券交易所證券的風險

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

按照納斯達克 - 美國證券交易所試驗計畫（試驗計畫）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計畫的證券之前，應先諮詢本公司的意見和熟悉該項試驗計畫。你應知悉，按照該項試驗計畫掛牌買賣的證券並非以香港聯合交易所有限公司的主機板或創業板作第一或第二上市的證券類別加以監管。

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult us and become familiarised 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.

6. 投資人民幣計價產品的風險 RISK OF INVESTING IN RENMINBI-DENOMINATED PRODUCTS

6.1 投資風險/市場風險 Investment / Market risk

人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，你亦可能須承受虧損。視乎該人民幣產品的性質及投資目標，你可能須承受其他風險。作出投資決定前，你應清楚瞭解產品的性質、投資目標、策略、主要特點及風險，評估有關產品是否符合你的投資需要，並考慮你是否可以承受有關風

險。如有疑問，應尋求專業意見。

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.

#### 6.2 流通風險 Liquidity risk

由於人民幣產品是一項新產品，因此可能沒有一般的交易活動或活躍的二手市場。因此，你或不能即時出售有關產品，又或可能要以極低價出售。

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.

#### 6.3 發行人/交易對手風險 Issuer / Counterparty risk

人民幣產品須面對發行人的信貸風險及無力償債風險。你應該仔細考慮發行人的信用程度，再作出投資決定。由於人民幣產品亦可能投資於衍生工具，你亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

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.

#### 6.4 貨幣風險 Currency risk

一般來說，非內地（包括香港）的投資者若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險。因為人民幣是受到外匯管制的貨幣，當你打算投資於人民幣產品時，便可能要將你的本地貨幣轉換為人民幣。而當你贖回或售出你的投資時，你或需要將人民幣轉換回本地貨幣（即使贖回或出售投資的收益是以人民幣繳付）。在這過程中，你會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算你買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，你亦會有所損失。正如所有貨幣一樣，人民幣的匯率可升可跌，而人民幣更受到轉換限制及外匯管制的貨幣。

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.

#### 7. 提供代存郵件或將郵件轉交第三方的授權書的風險

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

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

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.

#### 8. 在香港以外地方收取或持有客戶資產的風險

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

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

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.

#### 9. 電子交易風險 RISKS OF ELECTRONIC TRADING

在交易高峰，市場波動，系統升級及維護或其他時間，互聯網或其他電子設施的進入可能會受到限制甚至無法進入。通過互聯網或其他電子設施進行的交易可能會因不可預測的流量堵塞和其他本公司無法控制的原因而受到干擾，傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於有這種不可靠性，交易指令及其他資訊的傳輸和接收可能會有延誤，而這會導致交易指令在執行上的延誤，或者交易執行的價格已不同於指令發出時的市場價格。而且，通信和個人資料可能會被未經授權的第三方取得，且在通信上會存在誤解或錯誤的風險，而這些風險將完全由客戶承擔。你確認並同意，交易指令一旦發出通常將不可能取消。

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.

#### 10. 在其他司法管轄區進行交易的風險 RISKS OF TRADING IN OTHER JURISDICTIONS

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

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.