

## Client Agreement *Terms & Conditions (Securities)*

### 客戶協議書 條款及細則 (證券)

Individual | Joint | Sole Proprietorship | Partnership | Corporate

個人 | 聯名 | 獨資經營 | 合夥經營 | 公司

# CASH CLIENT AGREEMENT (Applicable to Individual / Sole Proprietorship / Joint / Partnership / Corporate Accounts)

## 現金客戶協議(適用於個人、獨資經營、聯名、合夥經營及公司戶口)

To: UOB KAY HIAN (HONG KONG) LIMITED ("UOBKH(HK)L"), whose CE number is AAW261 and who is a participant of The Stock Exchange of Hong Kong Limited (the "Exchange"), and being a licensed corporation under the Securities and Futures Ordinance ("SFO") (Cap.571) licensed to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) of the regulated activities and registered as such with the Securities and Futures Commission of Hong Kong ("SFC"), having its registered office at 6/F, Harcourt House, 39 Gloucester Road, Hong Kong. Any reference to "UOB Kay Hian Group Companies" herein means UOB Kay Hian (Hong Kong) Limited, UOB Kay Hian Private Limited, UOB Kay Hian Futures (Hong Kong) Limited, UOB Kay Hian Finance Limited, UOB Kay Hian Asia Limited, UOB Kay Hian Overseas Limited and other affiliates of UOBKH(HK)L.

### 1 THE CLIENT

In this Agreement, the "Client" shall mean the following person(s) as the case may be:

- 1.1 **Personal account:** the person whose name is specified on the signature page below, entering into this Agreement with UOBKH(HK)L to open and/or maintain one or more personal account(s);
- 1.2 **Sole proprietorship account:** the firm named on the signature page below (the "Firm") and the person, being the sole proprietor of and carrying on business under the name of the Firm, whose names are specified on the signature page below (the "Proprietor") entering into this Agreement with UOBKH(HK)L to open and/or maintain one or more sole proprietorship account(s) for the Firm;
- 1.3 **Joint account:** the persons, acting jointly and severally, whose names are specified on the signature page below (the "Joint Account Holders") and each of them entering into this Agreement with UOBKH(HK)L to open and/or maintain one or more joint account(s);
- 1.4 **Partnership account:** the partnership named on the signature page below (the "Partnership") and the persons, being all partners of and carrying on business under the name of the Partnership and acting jointly and severally, whose names are specified on the signature page below (the "Partners") entering into this Agreement with UOBKH(HK)L to open and/or maintain one or more partnership account(s) for the Partnership; or
- 1.5 **Corporate account:** the company whose name is specified on the signature page below, entering into this Agreement with UOBKH(HK)L to open and/or maintain one or more corporate

致：大華繼顯(香港)有限公司(「大華繼顯」)，證監會中央編號為 AAW261。它是香港聯合交易所有限公司(「聯交所」)的交易所參與者，亦是按證券及期貨條例(第五十七章)獲發牌進行第1類受規管活動(證券交易)、第4類受規管活動(就證券提供意見)及第6類受規管活動(就機構融資提供意見)的發牌團體，並已於證券及期貨事務監察委員會(「證監會」)註冊，其註冊辦事處設於香港告士打道39號夏愨大廈6樓。於此對「大華繼顯集團公司」的提述是指大華繼顯(香港)有限公司、大華繼顯私人有限公司、大華繼顯期貨(香港)有限公司、大華繼顯財務有限公司、大華繼顯亞洲有限公司、大華繼顯海外有限公司和大華繼顯的其他聯營公司。

### 1 該客戶

在本協議中，「該客戶」是指下列人士，視情況而定：

- 1.1 **個人戶口：**與大華繼顯訂立本協議，以開立及/或維持一個或更多個人戶口的人士(其姓名載於後頁簽署欄)；
- 1.2 **獨資經營戶口：**後頁簽署欄中所載之商號(「該商號」)，以及作為該商號獨資經營者並以該商號名義經營業務的人士，彼等姓名載於後頁簽署欄(「該獨資經營者」)，並由該名人士與大華繼顯訂立本協議，為該商號開立及/或維持一個或更多獨資經營戶口；
- 1.3 **聯名戶口：**各自與大華繼顯訂立本協議，以開立及/或維持一個或更多聯名戶口的該等人士(共同及分別地行事，彼等姓名載於後頁簽署欄(「聯名戶口持有人」))；
- 1.4 **合夥經營戶口：**後頁簽署欄所載之合夥經營企業(「合夥經營企業」)及該合夥經營企業全體合夥人及以該合夥經營企業名義經營業務的人士(彼等姓名載於後頁簽署欄，「合夥人」)，彼等共同及分別行事並各自與大華繼顯訂立本協議，為該合夥經營企業開立及/或維持一個或更多合夥經營戶口；或
- 1.5 **公司戶口：**與大華繼顯訂立本協議，以開立及/或維持一個或更多公司戶口的公司(其姓名載於後頁簽署欄)。

account(s).

## 2 MANDATE

The Client requests and authorises UOBKH(HK)L:-

2.1 **Accounts:** To open and/or maintain one or more account(s) in Hong Kong acceptable to UOBKH(HK)L in the name of the Client for trading securities on a cash basis (each, an "Account");

2.2 **Instructions and receipts:** To honour and comply with all instructions (given by telephone, telex, fax, electronic mail or other electronic transmission, letter or otherwise) in connection with the Account or the Client's securities trading (for all of which the Client shall be liable), in particular with regard to:-

(a) the purchase and sale of or other dealing in securities, the deposit of margin, and the withdrawal of funds from the Account;

(b) the delivery or disposal of or dealing with all or any securities, deeds, documents, or other property whatsoever in the possession of UOBKH(HK)L from time to time for the Account, whether held by way of margin, security, safe custody or otherwise;

(c) the countermanding of any instructions hereunder before it is effected when such instructions are given and signed by the Client; and

to accept all receipts as a valid discharge to UOBKH(HK)L for all moneys or securities owing or held by UOBKH(HK)L or its nominees in connection with the Account, if the same are believed by UOBKH(HK)L to be genuine and to be given, signed or executed by the number of named account holder(s)/partner(s) specified at the Client Information Statement (as hereinafter defined) or by the number of other named person(s) (if any) specified at the Client Information Statement (as hereinafter defined) or by any other individual or individuals who have been designated by or duly authorised by the Client pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to UOBKH(HK)L) to act on behalf of the Client (each, an "authorised person"), without UOBKH(HK)L being responsible for the consequences of any action or inaction in reliance thereon.

2.3 Any reference in this Agreement to instructions from or signatures of the Client, however expressed, shall include instructions from or signatures of the Client's authorised person, save where otherwise expressly indicated.

2.4 The Client agrees and acknowledges that it will ratify and confirm any instruction given or purported to be given by an authorised person if such instructions are given by the authorised person and received by UOBKH(HK)L receives notice of revocation of the authorisation of the authorised person.

## 2 委託書

該客戶茲要求及授權大華繼顯：

2.1 **戶口：**以該客戶名義，在香港開立及 / 或維持一個或更多獲大華繼顯接納的戶口，以現金方式買賣證券(分別稱為一個「戶口」)；

2.2 **指示及收據：**執行及遵照關於該戶口或該客戶買賣證券的一切指示(以電話、電傳、傳真、電郵或其他電子傳送方式、信件或其他方式發送，該客戶須對一切該等指示承擔責任)，特別指：

(a) 買賣證券或進行證券交易、存放保證金、以及從該戶口提取資金；

(b) 交付或處理或交易不時由大華繼顯為戶口管有的一切或任何證券、文據、文件或其他財物，不論是以前保證金、抵押品、保管物品或其他方式持有；

(c) 在該客戶發出並簽署有關指示以使其生效前，撤銷根據本協議發出的任何指示；

並接納所有指示的收訖為有效履行對大華繼顯或其代名人關於該戶口所欠或持有的一切款項或證券的責任，如大華繼顯相信該等指示是真實的，同時是由客戶資料聲明(見以下定義)所載戶口持有人 / 合夥人，或由客戶資料聲明(見以下定義)所載其他人士(如有)，或根據必須的公司或他行動(須由交給大華繼顯並獲大華繼顯接納的適當的文件證明)獲該客戶指定或正式授權代表該客戶行事的任何其他一名或多名個人(分別稱為一名「獲授權人士」)發出或、簽署或簽立，大華繼顯無須承擔因依照指示行動或不行動引致的後果。

2.3 在本協議中，凡提述該客戶的指示或簽名(不論如何表達)將(除另行明確指明外)包括該客戶的獲授權人士的指示或簽名。

2.4 如有關指示由獲授權人士發出並由大華繼顯接獲，而大華繼顯收到撤回該獲授權人士的授權的通知，則該客戶同意並確認其將追認並確認由(或宣稱由)一名獲授權人士給予的任何指示。

2.5 UOBKH(HK)L may at the time, without any liability and without giving any reasons to the Client, refuse to carry out any instruction from the Client (in particular, where UOBKH(HK)L suspects that any fraud and/or illegality are involved). The Client acknowledges that UOBKH(HK)L is subject to the anti-money laundering, suppression of terrorist financing, suspicious transaction reporting laws and regulations of Hong Kong and any other applicable jurisdiction. The Client agrees to provide any information requested by UOBKH(HK)L for the purposes of complying with any such laws and regulations in respect of any Account and/or services provided to the Client.

In this Agreement, "securities" means stocks, shares, bonds, warrants, options, notes, interests in any collective investment scheme and other equity or debt securities or any financial instruments, except to the extent excluded by applicable laws and regulations, in each case whether constituted, evidenced or represented by a certificate or other document or by an entry in the accounts of the issuer, a clearing house, a depository, a custodian or any other person or otherwise, and rights against clearing houses, depositories, custodians or other persons holding any such securities or instruments.

### 3 TERMS AND CONDITIONS

The Client agrees and confirms that the terms and conditions set forth in this Agreement and any supplement thereto shall apply to each and every Account now or subsequently opened and maintained with UOBKH(HK)L, and all services made available by UOBKH(HK)L to the Client.

3.1 **Instructions:** UOBKH(HK)L is authorised to, in relation to the operation of an Account, rely upon and act in accordance with any oral, telex, fax, electronic mail or other electronically transmitted instructions without any further authority from the Client or any further notice to or from the Client. UOBKH(HK)L may in its sole discretion (but not obliged) to require written confirmation from the client with respect to any oral, telex, fax, electronic mail or other electronically transmitted instruction within such period as UOBKH(HK)L may specify, provided that any failure or delay on the Client's part to provide written confirmation will not prejudice UOBKH(HK)L's authority in relying upon or acting in accordance with any such instruction. Without limitation to the generality of paragraph 3.15, the Client shall indemnify UOBKH(HK)L and to keep UOBKH(HK)L indemnified against any losses, claims, actions, proceedings, demands, damages, costs or expenses incurred or sustained by UOBKH(HK)L of whatever nature and howsoever arising out of or in connection with acting in accordance with any such instruction. The Client agrees to perform and ratify any contract entered into or action taken by UOBKH(HK)L as a result of any such instruction; and in doing so, UOBKH(HK)L shall not be liable or responsible for any losses, damages, claims, costs or expenses

2.5 大華繼顯可在任何時間，在沒有任何責任並在不給予該客戶任何理由下，拒絕執行該客戶的任何指示（尤其，當大華繼顯懷疑涉及任何欺詐及/或不合法行為時）。該客戶確認大華繼顯受香港及任何其他適用的司法管轄區關於反洗黑錢、打擊恐怖份子資金籌集、可疑交易匯報的法例及規例的規限。該客戶同意提供大華繼顯要求的任何資料，以便遵守關於任何戶口及/或向該客戶提供的服務的任何有關的法例及規例。

在本協議中，「證券」指（除適用法例及規例排除者外）股票、股份、債券、認股權證、期權、票據、任何集體投資計劃內的權益及其他權益或債務證券或任何金融工具，不論是否用證明書或其他文件設立、證明或代表，或由發行人、結算所、寄存處、保管人或任何其他人士記入賬內。「證券」又指可對結算所、寄存處、保管人或對持有任何該等證券或票據的其他人士行使的權利。

### 3 條款及細則

該客戶同意及確認本協議及其任何補充協議所載的條款及細則適用於現時或隨後於大華繼顯開立及維持的每個戶口，以及大華繼顯向該客戶提供的所有服務。

3.1 **指示：**就操作戶口而言，大華繼顯獲授權在毋須該客戶的任何進一步授權，或來自或向該客戶發出的任何進一步通知下，倚賴並按照任何口頭、電傳、傳真、電子郵件或其他以電子方式傳送的指示行事。大華繼顯可全權酌情（但無責任）要求該客戶在大華繼顯指明的期限內，就任何口頭、電傳、傳真、電子郵件或其他以電子方式傳送的指示發出書面確認，但該客戶如未有或延遲提供書面確認，也不會妨礙大華繼顯倚賴或按照任何有關指示行事的權限。在不限制第 3.15 段的一般性下，大華繼顯因按照任何該等指示行事所承受或蒙受的任何性質及不論如何產生的任何損失、索償、法律行動、法律程序、要求、損害、成本或支出，該客戶須向大華繼顯作出彌償並確保大華繼顯一直獲得彌償。該客戶同意履行並追認大華繼顯因任何有關指示而訂立的任何合約或採取的任何行動，而就此而言，大華繼顯毋須為該客戶產生的任何損失、損害、索償、成本或開支負責。

incurred by the Client.

- 3.2 **Settlement of transactions and charges:** In respect of each transaction effected by UOBKH(HK)L for the Client pursuant to this Agreement, unless UOBKH(HK)L is already holding cash or securities on the Client's behalf to settle such transaction or any charges incurred as a result of or in connection with such transaction or otherwise agreed, the Client will (a) pay UOBKH(HK)L cleared funds or deliver securities to UOBKH(HK)L in deliverable form or (b) otherwise ensure that UOBKH(HK)L has received such funds or securities by such time as UOBKH(HK)L will notify the Client. If the Client fails to comply with this paragraph 3.2, UOBKH(HK)L may sell, borrow, purchase or otherwise deal with the relevant securities in accordance with paragraph 3.14.
- 3.3 **Risks and Independent Judgement:** The Client represents, warrants and undertakes that the Client has read and understood the Risk Disclosure Statement (as set out in Appendix I of this Agreement). Subject to paragraph 3.3A and as may be otherwise agreed between the Client and UOBKH(HK)L, the Client acknowledges that UOBKH(HK)L will not provide the Client with any implication, representation, guarantee or warranty regarding the price, merits, suitability, profitability, tax, legal or accounting consequence of any transaction or investment strategy. Further, any advice or information provided by UOBKH(HK)L, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction,. Subject to paragraph 3.3A, the Client acknowledges that trading decisions are made by the Client in the Client' s sole judgment and the Client shall take full responsibility for such decisions.
- 3.3A If UOBKH(HK)L solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client' s financial situation, investment experience and investment objectives. No other provision of this agreement or any other document UOBKH(HK)L may ask the Client to sign and no statement UOBKH(HK)L may ask the Client to make derogates from this clause. For the purpose of this Clause, "financial product" has the meaning assigned to it under the SFO. For the avoidance of doubt, this requirement only applies to financial products in the context of regulated activities carried on by licensed or registered persons.
- 3.3B Paragraph 3.3A shall not apply where Client is (i) an "Institutional Professional Investor" or (ii) a "Corporate Professional Investor" which meets the requirements under paragraphs 15.3A and 15.3B of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commissions" and accepts to be treated as a professional investor under the relevant rules, in which case the Client shall make its own judgment and decisions independently without reliance on UOBKH(HK)L or any UOB Kay Hian Group Companies in its decisions in relation to dealing in securities.
- 3.4 **Closure of accounts:** Without prejudice to any of UOBKH(HK)L's
- 3.2 **交易及收費的結算：**就大華繼顯按本協議為該客戶完成的各項交易，除非大華繼顯已代該客戶持有現金或證券作該交易或因或就該交易而產生的任何收費的結算之用，或雙方另有協議，否則該客戶須（a）支付給大華繼顯可即時動用的資金或可交收的證券，或（b）保證大華繼顯在大華繼顯將告知該客戶的時間前收到資金或證券。如該客戶未能遵守本 3.2 段條款之規定，大華繼顯可按第 3.14 段規定，出售、借入、購買或以其他方式處理有關證券。
- 3.3 **風險及獨立判斷：**該客戶陳述、保證及承諾其已閱讀並明白風險披露聲明（載於本協議附件一）。除第 3.3A 段另有規定及該客戶與大華繼顯可能另行同意外，該客戶確認大華繼顯將不會向該客戶提供有關任何交易或投資策略的價格、利弊、適合性、盈利能力、稅項、法律或會計後果的任何暗示、陳述、擔保或保證。此外，由大華繼顯、大華繼顯的董事、高級職員、雇員或代理人提供的任何意見或資料（不論是否被要求的）都不應構成進行交易的要約。除第 3.3A 段另有規定，該客戶確認交易的決定全憑該客戶本人按其個人判斷所作，而該客戶須對有關決定承擔全部責任。
- 3.3A 假如大華繼顯向該客戶招攬銷售或建議任何金融產品，該金融產品必須是大華繼顯經考慮該客戶的財政狀況、投資經驗及投資目標後而認為合理地適合該客戶的。本協議的其他條文或任何其他大華繼顯可能要求該客戶簽署的文件及大華繼顯可能要求閣下作出的聲明概不會減損本條款的效力。就本條的目的而言，“金融產品”具有《證券及期貨條例》給予該詞的涵義。為免生疑問，本規定只適用於與持牌人或註冊所進行的受規管活動有關的金融產品。
- 3.3B 第 3.3A 段將不適用於以下情況：如客戶為(i)「機構專業投資者」或(ii)符合「證券及期貨事務監察委員會持牌人或註冊人操守準則」內第 15.3A 及 15.3B 段的規定及同意根據相關規則被視為專業投資者的「法團專業投資者」。在上述情況客戶應作出獨立判斷及決定有關證券交易之事宜，而不應依賴大華繼顯或任何大華繼顯集團公司。
- 3.4 **結束戶口：**在不妨礙大華繼顯的任何其他

other rights, UOBKH(HK)L shall be entitled at any time (and without liability on UOBKH(HK)L's part and without assigning any reason therefor) to refuse to act on any particular instructions (including any instructions countermanding other instructions) and/or, on at least 2 business days' notice in writing, to close the Account(s), close or otherwise realize the outstanding positions with respect to any transaction, accelerate all liabilities of the Client to UOBKH(HK)L so that they shall become immediately due and payable and terminate UOBKH(HK)L' s relationship with the Client. No such termination under this paragraph 3.4 shall in any way prejudice or affect any transaction which shall have been effected by UOBKH(HK)L for and on behalf of the Client, and the rights and obligations of UOBKH(HK)L and the Client under this Agreement shall not be affected to the extent permitted under applicable laws and regulations.

**3.5 Client acts as principal and is true owner of accounts:** The Client will notify UOBKH(HK)L that it is acting as an agent for others when giving to UOBKH(HK)L any instruction in respect of which the Client is so acting as an agent, in which event the provisions of paragraphs 3.29 to 3.33 of this Agreement shall apply. Accordingly, unless the Client expressly notifies UOBKH(HK)L to the contrary, UOBKH(HK)L may assume that the Client is acting as principal and not as agent for others and the Client warrants that the Client is the true owner of the Account and that the Client is not holding any such account on behalf of or for the benefit of any other person.

**3.5A Trading for the Client:** UOBKH(HK)L will act as the Client's agent in effecting all transactions with respect to securities under this Agreement, but UOBKH(HK)L may indicate (in the contract note for the relevant transaction or otherwise) that UOBKH(HK)L or any person related to UOBKH(HK)L is also acting as principal as the counterparty to any such transaction effected by UOBKH(HK)L on the Client's behalf.

**3.6 Laws, rules and regulations:** This Agreement, all relationships between the Client and UOBKH(HK)L, the Client' s and UOBKH(HK)L' s rights and obligations and all transactions with respect to securities made for or on the Client's behalf shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and The SEHK Options Clearing House Limited ("SECH") and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable (including, without limitation, the laws of Hong Kong) as amended from time to time. All actions taken by UOBKH(HK)L in accordance with such laws, rules and regulations shall be binding on the Client. UOBKH(HK)L is authorised to collect any such transaction fees or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. UOBKH(HK)L does not by this Agreement offer

權利下，大華繼顯有權在任何時候（大華繼顯無須承擔任何責任及同時無須申述理由）拒絕執行任何個別的指示（包括撤銷其他指示的任何指示），以及／或經發出至少兩個營業日的書面通知後，結束該戶口、結束或變現任何交易的未完成倉盤、加速清償該客戶欠大華繼顯的所有負債，致使其即時到期並須予償還及終止大華繼顯與該客戶的關係。根據本協議第 3.4 段終止與該客戶關係並不會妨礙或影響大華繼顯代表該客戶完成的任何交易，而在適用法例及規例允許的範圍內，大華繼顯與該客戶在本協議下的權利及責任將不會受影響。

**3.5 客戶以主事人身分行事並為戶口之真正擁有人：**如該客戶以代理人身分代表其他人士向大華繼顯發出以此身分而作出的任何指示，該客戶會將此事通知大華繼顯；而在此情況下，本協議第 3.29 至 3.33 段的規定應告適用。因此，除非該客戶明確地給予大華繼顯相反的通知，否則大華繼顯可假定該客戶乃以主事人而非代理人身分行事。該客戶保證，該客戶是證券戶口及融資戶口的真正擁有人，而該客戶並非代表任何其他人士或為任何其他人士的利益持有任何有關戶口。

**3.5A 為客戶進行交易：**大華繼顯將擔當該客戶的代理人，執行本協議下的一切證券交易，但大華繼顯可表明（在有關交易或其他方面的合約單據），大華繼顯或與大華繼顯有關的任何人士，亦擔當為代表該客戶所執行的任何交易的另一方的主事人。

**3.6 法例、規則及規例：**本協議、該客戶與大華繼顯的所有關係、該客戶與大華繼顯的權利及義務，及為該客戶所執行的一切有關證券的交易，將受交易所、市場或其結算公司（包括（但不限於）聯交所、香港中央結算有限公司及聯交所期權結算有限公司）不時生效的章程、附例、規則、判決、規例、交易徵費及其他徵費、慣例及習慣（包括（但不限於）交易及結算）的規限（如有者），以及受任何政府或規管機關不時修訂的一切適用法例、規例及法令（包括（但不限於）香港法例）的規管。大華繼顯按該等法例、規則及規例所採取一切行動，對該客戶均具有約束力。大華繼顯茲獲授權，按有關交易所、市場或結算公司所訂規則，收取交易費或其他徵費。大華繼顯並不因為本協議而對任何有關交易提供融資。該客戶同意受大華繼顯不時適用於該戶口及該客戶證券交易的一切規則及規例約束。

finance for any such transactions. The Client agrees to be bound by all UOBKH(HK)L's rules and regulations applicable from time to time to the Account(s) or the Client's securities trading.

3.7 **Lien on securities:** UOBKH(HK)L has the right of lien on all securities which are now or shall at any time hereafter be held by UOBKH(HK)L for any Account and all money and other property at any time held by UOBKH(HK)L as margin or otherwise on the Client's behalf in respect of all and any of the Client's liabilities to UOBKH(HK)L whatsoever (whether with respect to the Account, arising from the business of dealing in securities or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint) and with respect to such security:-

- (a) such lien shall be on all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
- (b) upon default by the Client in payment on demand or earlier when due of any of the Client's indebtedness to UOBKH(HK)L or any other default by the Client hereunder, UOBKH(HK)L shall have the right, acting in good faith but without notice to the Client, to sell or otherwise realise, whether by enforced sale or in the open market, the whole or any part of the subject matter of such security as when and how and at such price and on such terms as UOBKH(HK)L shall think fit, in each case without any liability on UOBKH(HK)L to the Client for any such action, except in the case of gross negligence or wilful default, and to apply the net proceeds of such sale or realisation and any moneys for the time being in UOBKH(HK)L's hands in or towards discharge of the Client's indebtedness to UOBKH(HK)L (including all costs, expenses and charges incidental to such disposal) in such order as UOBKH(HK)L may select;
- (c) such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off or other security which UOBKH(HK)L may hold at any time for the Client's indebtedness to UOBKH(HK)L or by any release, modification or abstention from enforcement or other dealing therewith or thereof.

The Client agrees, at the request of UOBKH(HK)L, to perform all such acts as may be necessary for the purpose of maintaining, protecting or perfecting UOBKH(HK)L's right of lien.

3.8 **Margin:** Notwithstanding other provisions of this Agreement, the Client will pay all the Client's indebtedness to UOBKH(HK)L on demand or earlier when due and at UOBKH(HK)L's request will deposit such margins in money (by cash or bank cashier order), securities or otherwise and maintain such margin with UOBKH(HK)L as UOBKH(HK)L deems satisfactory or which may

3.7 **對證券的留置權：**大華繼顯對於現在或嗣後任何時候由大華繼顯為任何戶口持有的一切證券，以及大華繼顯就該客戶所欠大華繼顯的一切及任何債項（不論是該戶口因買賣證券或其他方面而產生的債項，亦不論是實際或有債項、現在或將來的債項、主要或附屬債項，以及分別或共同債項），不時作為保證金或因其他用途為該客戶持有的一切款項及其他財產享有留置權，而就該證券：

- (a) 該項留置權應針對本協議訂立日期後該等證券所支付或應付的一切股息或利息，以及該等證券不時以贖回、紅股、優先權、認購權或其他方式，所產生或提供的一切股票、股份（及其股息或利息）、權利、款項或財產；
- (b) 如該客戶未有按要求或如期償還任何所欠大華繼顯的債項，或違反本協議項下的任何其他規定，大華繼顯有權本著真誠但無須通知該客戶，按大華繼顯認為適當的時間、方式、價格及條款，（不論是通過強制出售或在公開市場上）出售或以其他方式變賣全部或任何部份抵押品，大華繼顯無須就任何該等行動，承擔任何責任，除非是有重大疏忽或蓄意失責；大華繼顯可將出售或變賣所得款項淨額，以及當時持有的任何款項，按大華繼顯選擇的次序，用於償還該客戶所欠大華繼顯的債項（包括該出售附帶的所有成本、開支及收費）；
- (c) 該等抵押品屬於連續抵押品，不受任何中間還款影響，同時應附加於及不受任何抵銷權或大華繼顯不時就該客戶所欠債項所持有的其他抵押品妨礙，或受任何發還、修訂或放棄執行或其他處置妨礙。

該客戶同意按大華繼顯要求，履行就維持、保障或完善大華繼顯的留置權而可能必須的所有有關行為。

3.8 **保證金：**縱使本協議另有規定，該客戶須按要求或如期償還所欠大華繼顯的債項，並須應大華繼顯要求，存入款項（以現金或銀行本票）、證券或其他抵押品作為保證金，同時維持該等保證金於大華繼顯認為滿意的水平，或大華繼顯作為成員或必須遵從的任何交易所或市場的規則所限定的水平，該客戶於每次接獲通知後須在規

be required by the rules of any exchange or market of which UOBKH(HK)L is a member or to which UOBKH(HK)L may have any obligation, and each such margin call shall be met within such time so specified. If the funds required to meet the margin call are not provided to UOBKH(HK)L with such time, UOBKH(HK)L is immediately entitled to (but not obliged) to set off its margin call with other funds or asset credited to the Client' s account(s) and/or to close out the position.

3.9 Set-off and Combination of accounts and application of balances:

3.9.1 Without prejudice and in addition to other rights and remedies (including without limitation to other rights of set-off) which UOBKH(HK)L may have, the Client hereby irrevocably authorises UOBKH(HK)L and/or any UOB Kay Hian Group Companies (for itself or for its or their respective agents) may at any time or times in its or their absolute discretion without notice to the Client:

(a) to combine or consolidate all or any of the Client's accounts (including the Account) of whatsoever nature and any account guaranteed by the Client with, and liabilities to, UOBKH(HK)L and/or any other UOB Kay Hian Group Companies; and/or

(b) set-off or transfer any moneys, accounts, futures/options contracts, Client' s securities, and/or other property in any of the Accounts and/or Client' s account with UOBKH(HK)L and/or any UOB Kay Hian Group Companies and to sell any or all such securities, futures/options contracts, and/or other property in any of the Accounts and/or Client' s account(s) with UOBKH(HK)L and/or any UOB Kay Hian Group Companies and to appropriate or apply any such moneys, net proceeds and/or credit balance to which the Client is entitled from time to time (whether on the Account(s) or otherwise and including all deposits, unmatured or otherwise, and whether subject to notice or not and in whatsoever currency) in or towards satisfaction of all or any of the Client's indebtedness, liabilities or obligations to UOBKH(HK)L and/or any other UOB Kay Hian Group Companies whatsoever (whether on the Account(s) or otherwise and whether actual or contingent, present or future, primary or collateral, secured and unsecured, and several or joint). UOBKH(HK)L may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by UOBKH(HK)L at the spot rate of exchange (as conclusively determined by UOBKH(HK)L prevailing in such foreign exchange market as UOBKH(HK)L shall determine to be relevant on the date of such purchase.

3.9.2 Without limiting or affecting the provisions of this Agreement, UOBKH(HK)L is hereby specifically authorised to transfer any sum or sums among the different accounts or the Account(s) that the Client has opened and maintained with UOBKH(HK)L or any other UOB Kay Hian Group Companies.

3.9.3 The right of set-off in paragraph 3.9 of this Agreement is a

定的時限內補倉。如補倉所需的資金未能在該時間向大華繼顯提供，則大華繼顯有權（但無義務）即時以在該客戶戶口進賬的其他資金或資產抵銷其補倉，和/或終止該倉盤。

3.9 抵銷和合併戶口及運用結餘：

3.9.1 在不損害和另外於其他大華繼顯的權利和補救(包括(但不限於)其他的抵銷權利)，該客戶特此不可撤銷地授權大華繼顯及/或任何大華繼顯集團公司(為本身或為其分別的代理人)在任何時間或時段無須給予該客戶通知運用其絕對酌情決定權。

(a) 和併或統一該客戶在大華繼顯及/或任何大華繼顯集團公司的所有或任何的種類的戶口(包括該戶口)和任何該客戶所擔保的戶口；及/或

(b) 抵銷或移轉該戶口及/或該客戶在大華繼顯及/或任何大華繼顯集團公司的任何的戶口的任何款項，戶口，期貨/期權合約，該客戶證券及/或其他財產，並出售該戶口及/或該客戶在大華繼顯及/或任何大華繼顯集團公司的任何的戶口的前述的一些或全部的證券，期貨/期權合約，及/或其他財產，並撥付或運用該客戶不時獲得的前述任何款項，淨得益及/或貸餘(無論是該戶口與否，並包括所有存款，到期與否，及無論在有或沒有通知之下，及以任何貨幣單位)來償還該客戶對大華繼顯及/或任何大華繼顯集團公司所負的任何或全部的債務，負債或義務(無論是該戶口與否，及無論是實際或待確定，現在或未來，主要或附帶，有抵押或沒有抵押，及共同或個別)。大華繼顯可以以此目的運用任何貸餘購買任何債務的貨幣和該購買可由大華繼顯以該外匯市場在相關購買日的即期匯率的市價匯率(最終由大華繼顯決定)買進。

3.9.2 在不限制或影響本協議的條款下，大華繼顯在此特定的被授權於該客戶在大華繼顯及/或任何大華繼顯集團公司所開立及維持的不同的戶口間或與該戶口間轉移任何款額。

3.9.3 本協議 3.9 段的抵銷權為一項持續的權利並且是另外於和不損害大華繼



continuing right and is to be in addition and without prejudice to any rights UOBKH(HK)L may be entitled to under this Agreement and the applicable law and regulations.

3.9.4[Deleted]

3.9.5 In respect of any payments to set-off any indebtedness, liabilities or obligations of the Client to any other UOB Kay Hian Group Companies, UOBKH(HK)L enters into this paragraph 3.9 for itself and as agent for the other UOB Kay Hian Group Companies, and the terms of this paragraph shall apply to, and be conferred on the other UOB Kay Hian Group Companies, all of which shall be entitled to enforce and enjoy the benefit of this paragraph to the fullest extent permitted by the applicable law and regulations.

3.10 **No authority to lend/borrow/charge/part with possession of Client's securities:** Unless UOBKH(HK)L obtains a standing authority from the Client, UOBKH(HK)L shall not:

- (a) deposit any of the Client's securities with a banking institution as collateral for an advance or loan made to UOBKH(HK)L, or with the HKSCC as collateral for the discharge of UOBKH(HK)L's obligations under the clearing system;
- (b) borrow or lend any of the Client's securities; or
- (c) otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any purpose.

3.11 **Power to sell securities:** Whenever and so often as UOBKH(HK)L deems it advisable for UOBKH(HK)L's protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, and upon any closure of the Account or termination of UOBKH(HK)L's relationship with the Client, all amounts owing by the Client to UOBKH(HK)L, including without limitation any commissions, expenses or interest, will (to the extent, if any, not already due and payable on demand) immediately become due and payable to UOBKH(HK)L on demand and UOBKH(HK)L is irrevocably authorised at UOBKH(HK)L's discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Client, and on the stock exchanges or futures exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Client's account is short and/or sell any or all securities which UOBKH(HK)L is holding for or on the Client's Account(s) and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on UOBKH(HK)L's part to the Client for any such action taken except in the case of UOBKH(HK)L's gross negligence or wilful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as UOBKH(HK)L may select against the Client's indebtedness to UOBKH(HK)L, or to the Client's short position with UOBKH(HK)L, without prejudice to the Client's liability for any deficiency.

顯在本協議及適用的法例及規例下有權享有的任何權利。

3.9.4[已刪除]

3.9.5 就該客戶用以抵銷其對任何其他大華繼顯集團公司的任何債務、負債或義務的付款，大華繼顯為其自身及作為其他大華繼顯集團公司的代理訂立本第 3.9 段，而本段的條款將適用於其他大華繼顯集團公司，並授予其他大華繼顯集團公司權利（其各自均有權在適用法例及規例允許的最大範圍內執行及享有本段的利益）。

3.10 **無權借入、借出、押記、放棄管有該客戶的證券：**除非大華繼顯獲得該客戶的常設授權，否則大華繼顯不得：

- (a) 將該客戶任何證券交付銀行，作為銀行墊款或貸款予大華繼顯的抵押品，或交付中央結算公司作為抵押品，以解除為大華繼顯履行結算制度下的責任；
- (b) 借入或借出該客戶的任何證券；或
- (c) 基於任何原因，以其他方式放棄管有(除非交給該客戶或按該客戶指示)該客戶的任何證券。

3.11 **出售證券的權力：**因保證金、抵押品不足或其他原因，或須遵照任何有關交易所、結算公司或經紀的任何規則，或當結束該戶口或終止與該客戶的關係時，而大華繼顯認為應作自我保障時，該客戶所欠大華繼顯一切款項，包括（但不限於）任何佣金、支出或利息(擴展至，如有未到期及未接獲還款要求部份)，將即時到期及應按要求償還，茲不可撤銷地授權大華繼顯自行酌情(在定出時間、條款及其他方面)在無須發出任何要求或通知該客戶的情況下，在慣常交易的證券或期貨交易所或透過私人買賣，買入該客戶戶口所沽空的任何或全部證券，以及 / 或出售大華繼顯為該客戶戶口持有的任何或全部證券，以及 / 或平倉及 / 或取消任何未執行的買賣盤（視乎情況而定），就所採取的任何行動，大華繼顯無須對該客戶承擔任何責任，除非是大華繼顯的重大疏忽或蓄意失責。因任何出售所得款項，或買入的證券，應按大華繼顯所定次序，用於償還該客戶所欠大華繼顯的債項，或用於填補該客戶的空倉，不足之數該客戶仍須承擔責任。

3.12 **Commissions, expenses etc:** UOBKH(HK)L may impose and the Client will pay to UOBKH(HK)L all commissions incurred by the Client or UOBKH(HK)L for the purchase or sale of securities, including all commissions that may be incurred by UOBKH(HK)L for selling or purchasing securities pursuant to paragraph 3.7 or 3.11 above, any service provided by UOBKH(HK)L or action taken by UOBKH(HK)L in carrying out any instruction relating to an Account, and any expenses related to the custody of any securities. The Client undertakes to indemnify UOBKH(HK)L and its officers, employees and agents for any loss, cost, claim, liability or expenses arising out of or connected with any breach by the Client of its obligations to UOBKH(HK)L, including without limitation costs incurred in enforcing any security over the Client's assets or otherwise collecting any debts due by the Client or in connection with any closure of the Account.

3.13 **Interest on debit balances:** The Client agrees to pay interest on the daily overdue debit balance on the Account (including interest arising after a judgement debt is obtained against the Client) at the rate per annum which is equal to (a) the prime rate charged by members of The Hong Kong Association of Banks from time to time or cost of fund to UOBKH(HK)L plus (b) the margin specified in the Client Information Statement (as hereinafter defined) or at such other rate as notified to the Client by UOBKH(HK)L from time to time (payable on the last day of each calendar month and on any demand by UOBKH(HK)L) and there shall also be debited to the Account such commission and other charges, costs and expenses (including reimbursement of legal and other costs) as UOBKH(HK)L may from time to time impose.

3.13A **Negative Interest on credit balances:** Where a negative interest rate applies to any currency, UOBKH(HK)L has the right to impose negative interest on credit balances on the Account(s) that are denominated in such currency. Where such interest becomes payable by the Client to UOBKH(HK)L, UOBKH(HK)L is entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Account(s). If any debit causes the relevant Account(s) to be overdrawn, the Client is liable to repay the outstanding amount to UOBKH(HK)L on demand together with any fees, expenses and interest

3.12 **佣金、費用等：**大華繼顯可施加而該客戶須支付給大華繼顯一切該客戶或大華繼顯因買賣證券所引致的佣金，包括大華繼顯按上文第 3.7 或 3.11 段規定買賣證券可能須支付的一切佣金、大華繼顯提供的任何服務或大華繼顯就執行關於戶口的任何指示而採取的行動，以及保管任何證券的任何費用。該客戶承諾彌償大華繼顯及其主管人員、僱員及代理人因該客戶違反對大華繼顯的責任，而令彼等承受的損失、費用、索償、債務或支出，包括（但不限於）強制執行該客戶用作抵押的資產的費用，或追討該客戶任何欠款的費用或結束該戶口的任何費用。

3.13 **借方結餘利息：**該客戶同意按該戶口每天結欠的借方結餘支付利息（包括針對該客戶而取得的法庭判定債項所產生的利息），所按照的年息為：(a)香港銀行公會成員不時收取的最優惠利率或大華繼顯的借貸成本，另加(b)客戶資料聲明（見以下定義）所指明的息差，或大華繼顯不時通知該客戶的其他利率（須於每個曆月最後一天及按大華繼顯要求支付）；同時該戶口須扣除大華繼顯不時收取的佣金及其他費用、成本及開支（包括償還法律及其他費用）。

3.13A **存款或結餘之負利息：**如負利息適用於任何貨幣，大華繼顯有權就該貨幣的戶口內的存款或結餘徵收負利息。如該利息應由客戶向大華繼顯繳付，大華繼顯有權從任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，客戶有責任應大華繼顯要求連同任何費用、開支及利息（以大華繼顯指定的利率或金額就所欠金額累算）清還所有欠款。

accruing on the outstanding amount at such rate as UOBKH(HK)L may specify.

3.14 **Client's default:** Unless otherwise agreed, following any failure by the Client to settle any transaction in accordance with paragraph 3.2, UOBKH(HK)L is authorised, in the case of a purchase transaction, to transfer or sell the purchased securities to satisfy the Client's obligations to UOBKH(HK)L or, in the case of a sale transaction, to purchase the sold securities to satisfy the Client's obligations to UOBKH(HK)L and the Client shall reimburse UOBKH(HK)L for all loss, damage, fee, cost or expense suffered or incurred by UOBKH(HK)L in connection with any such transfer, sale or purchase or the Client's failure to make payment or delivery.

3.15 **Liability and Indemnity:** UOBKH(HK)L will use all reasonable endeavours to comply with and carry out instructions given by the Client and accepted by UOBKH(HK)L concerning the Account or transactions, but neither UOBKH(HK)L nor any of its directors, officers, employees or agents (save where any such loss, expenses or damages is due to gross negligence or wilful default on the part of any or all of them) shall have any liability whatsoever (whether in contract, contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:

- (a) any inability, failure or delay on the part of UOBKH(HK)L to comply with or carry out any such instruction due to any ambiguity or defect in any such instruction; or
- (b) UOBKH(HK)L in good faith acting or relying on any instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by UOBKH(HK)L or any Associate or by any of its or their directors, officers, employees or agents; or
- (c) UOBKH(HK)L failing to perform its obligations hereunder by reason or any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure or transaction or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of an Exchange, clearing house, correspondent agent or other person to perform its obligations; or
- (d) any Exchange, clearing house, correspondent agent or other person ceasing for any reason to recognize the existence or validity of transactions entered into by the Company on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or
- (e) the mis-understanding or mis-interpretation of any instruction given or placed verbally or electronically, or

3.14 **客戶違反規定:** 除另有協議外, 如該客戶未有按第 3.2 段規定, 為任何交易進行交收結算, 大華繼顯獲得授權, 如屬買入交易, 轉讓或出售買入的證券以履行該客戶對大華繼顯的責任; 如屬出售交易, 則買入所出售的證券, 以履行該客戶對大華繼顯的責任; 大華繼顯因轉讓、出售或買入證券或因該客戶未有付款或交出證券而承受的一切損失、損害、付費或支出, 該客戶須全數償還大華繼顯。

3.15 **債務和賠償:** 大華繼顯將盡力遵從和執行由該客戶發出並被大華繼顯接受的關於戶口和交易的指示; 但是大華繼顯或其董事、高級職員、僱員及代理人(除非任何有關損失、開支或損害是基於重大疏忽, 或他們其中一人或全部人故意違約行為) 均不對該客戶由於以下原因蒙受的任何損失、費用或損害承擔任何責任(不論基於合約、民事過失或其他責任):

- (a) 基於該指示含糊或有不完善之處, 大華繼顯欠缺能力、不能或延遲遵守或執行任何指示; 或
- (b) 大華繼顯忠誠地按照或信賴該客戶的指示行事, 無論該指示是否在大華繼顯或其聯營公司或其任何董事、高級職員、僱員及代理人給予提議、建議或意見後發出; 或
- (c) 大華繼顯因任何不受其控制的原因導致其不能履行本協議下的責任, 包括任何政府或監管機構的限制、任何交易所(或其個別部門)的關閉或裁決、暫停交易、傳遞或通訊或電腦設備出現故障或失靈、郵政或其他罷工或其他類似的工業行動、任何交易所、結算所、業務代理或其他人士不能履行其責任; 或
- (d) 任何交易所、結算所、業務代理或其他人士因任何原因停止承認任何交易的存在或有效性, 或不能履行或撤銷任何上述交易之合約, 但任何上述情況的發生不能影響該客戶在此合約下對該等合約或從其產生的責任和義務; 或
- (e) 任何以口頭或電子通訊方式發出的指示被錯誤理解、錯誤詮釋, 或電子訊息傳遞出現擠塞情況或任何其他

delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of UOBKH(HK)L telephone or telecommunication system or installation in connection with the receipt and processing of instructions transmitted by telecommunication devices and all other related equipment, facilities and services.

The Client agrees to fully indemnify and keep indemnified UOBKH(HK)L and UOB Kay Hian Group Companies and their respective correspondent agents, directors, officers, employees and agents ( "Indemnified Persons" ) against any loss, cost, claim, liability or expenses, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons (save where they or any of them have acted fraudulently, any such loss, expenses or damages is due to gross negligence or in wilful default on the part of any or all of them), of whatsoever nature and howsoever arising, which UOBKH(HK)L may incur or sustain from or by reason of any action or omission by UOBKH(HK)L in accordance with the terms of this Agreement, enforcement or attempt in enforcing any rights UOBKH(HK)L may have against the Client in accordance with the terms of this Agreement, or any breach by the Client of any of its obligations under this Agreement, including any costs and expenses reasonably incurred by UOBKH(HK)L in collecting any debts due to UOBKH(HK)L or any unpaid deficiency in the Account, in enforcing the rights of UOBKH(HK)L hereunder or in connection with the closure of the Account, and any penalty charged as a result of any transaction to UOBKH(HK)L by any Exchange and/or clearing house.

3.16 **Custody of securities:** Any securities (which, for the purpose of this paragraph 3.16, shall be deemed to include money and other property held by UOBKH(HK)L as margin or otherwise) held by UOBKH(HK)L for or on the Client's account may at UOBKH(HK)L's discretion:

- (a) in the case of registrable securities, be registered in the Client's name or in the name of UOBKH(HK)L's nominee; or
- (b) be deposited in safe custody in a designated account with UOBKH(HK)L's bankers or with any other institution which provides facilities for safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

UOBKH(HK)L shall not be bound to redeliver to the Client the identical securities or certificates representing securities received by UOBKH(HK)L from or for the Client but may redeliver other securities or certificates representing securities of like kind and amount. UOBKH(HK)L's obligation shall be to deliver to the Client or the Client's lawful representative such securities or certificates

他原因導致傳遞上出現延誤或錯誤，或本公司用作接收及處理透過電訊裝置傳遞指示的電話或電訊系統或裝置及所有其他有關設備、設施及服務出現任何機械故障、暫停或停止持續運作或有效。

該客戶同意向大華繼顯、大華繼顯集團公司和其各自的業務代理、董事、高級職員、僱員和代理人(「獲賠償人士」)全額賠償或保持全額賠償大華繼顯可能由或因大華繼顯根據本協議的條款採取或未有採取的行動、執行或嘗試執行大華繼顯根據本協議的條款可能對該客戶享有的任何權利，或該客戶違背本協議規定的任何義務而產生或蒙受的任何性質及不論如何產生的任何損失、費用、索償、債務或開支，包括法律費用、大華繼顯在收取該客戶所欠債務和戶口結欠過程中招致的費用及開支、大華繼顯在行使本協議下的權利或與終止戶口有關的合理費用，及因交易導致任何交易所和/或結算所向大華繼顯徵收的罰款(除如他們或其中一人欺詐行事、任何有關損失、開支或損害是基於其中一人或全部人重大疏忽或蓄意失責外)。

3.16 **證券的保管：**大華繼顯為該戶口所持有的任何證券(就本 3.16 段而言，應包括大華繼顯持有作為保證金或其他用途的款項及其他財產)，大華繼顯可酌情：

- (a) 如屬可登記證券，以該客戶名義登記，或以大華繼顯代名人義登記；
- (b) 存放在大華繼顯往來銀行的指定戶口，或存放在提供文件保管服務的其他機構。香港的證券必須存放在證監會接受的保管機構內。

大華繼顯無責任把該客戶交來或代該客戶收取的相同證券或代表有關證券的股票交還該客戶，而是可把相近類別及數額的其他證券或代表有關證券的股票交還該客戶。大華繼顯的責任，是在維持該戶口的辦事處，把相近類別及數額的證券或代表有關證券的股票，交付該客戶或該客戶的合法代表。交由大華繼顯、其代理人或代表保管的證券，如有損失或損害，大華繼顯無須承擔責任，除非是因大華繼顯或其僱員或代理人嚴重疏忽或蓄意失責所致。

representing securities of like kind and amount at the office at which the Account is carried provided that UOBKH(HK)L shall not be responsible for the loss of or damage to any securities deposited with or held by UOBKH(HK)L or its agents or otherwise on its behalf, unless due to gross negligence or wilful default on the part of UOBKH(HK)L or its employees or agents.

- 3.17 **Application of dividends and losses:** Any dividends, distributions or other benefits which accrue in respect of any securities deposited with UOBKH(HK)L which are not registered in the Client's name and for the Client's account shall, subject to the deduction of any commission, interest or expense and when received by UOBKH(HK)L, be credited to the Account or paid or transferred to the Client as may be agreed. Where the Client's securities form part of a larger holding of identical securities held for UOBKH(HK)L's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. If any loss is suffered by UOBKH(HK)L, UOBKH(HK)L may debit the Account (or require payment to be made by the Client as may be agreed) with or for the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.
- 3.18 **UOBKH(HK)L/selling broker default:** UOBKH(HK)L will be responsible to the Client for any losses suffered by the Client and any expenses incurred by the Client as a result of UOBKH(HK)L's settlement failures. In the case of a transaction for the purchase of securities by UOBKH(HK)L on the Client's behalf, if the selling broker fails to deliver on the settlement date and UOBKH(HK)L has to purchase securities to settle such transaction, the Client shall not be responsible to UOBKH(HK)L for the costs of such purchase.
- 3.19 **Client money:** Any credit balance held in the Account at any time and any money from time to time received by UOBKH(HK)L for the Client's account shall, unless paid to the Client or on-paid for settlement purposes, be held by UOBKH(HK)L on trust for the Client and credited to a client trust account maintained with a licensed bank in accordance with applicable law and the rules of any relevant exchange or regulatory authority, except that any interest earned on such balance or money shall, to the extent that it exceeds interest payable to the Client at the rate determined by UOBKH(HK)L to be applicable, be retained by UOBKH(HK)L for its account.
- 3.20 **Voting rights:** UOBKH(HK)L or its nominees may at any time exercise voting rights with respect to securities carried in the Account at UOBKH(HK)L's discretion and without further consent from the Client, but subject to any specific written voting instructions received from the Client as the ultimate beneficiary of such securities.
- 3.21 **Communications:** All notices and communications to the Client may be effectively given by mailing the same by ordinary post addressed to the Client at any of the Client's business, residential or mailing addresses as they appear from time to time on
- 3.17 **股息的運用與虧損：**交由大華繼顯保管而並非以該客戶名義登記或為該客戶利益持有的任何證券，所產生的任何股息、分配物或其他利益，大華繼顯在收到時，應於扣除任何佣金、利息或支出後存入該戶口，或按照協議支付或轉給該客戶。如該客戶的證券，佔大華繼顯為該客戶持有的相同證券的大部份，則該客戶的應佔利益，為持股總數或總額中所佔的份額。如大華繼顯蒙受虧損，大華繼顯可按該客戶在持股總數或總額中所佔份額，計算應承擔的虧損份額，並從該戶口扣除款項(或按照協議要求該客戶付款)。
- 3.18 **大華繼顯 / 賣方經紀失責：**因大華繼顯交收失誤，以致該客戶蒙受任何損失或費用，大華繼顯須對該客戶承擔責任。如有關交易，是由大華繼顯代該客戶買入證券，若賣方經紀未能於交收日期交付證券，而大華繼顯須買入證券以完成交收，該客戶則無須承擔有關買入費用。
- 3.19 **該客戶的款項：**該戶口在任何時候的貸方結餘，以及大華繼顯不時收到存入該客戶的戶口的款項，除非要支付給該客戶，或屬於待支付的結算款項，否則應由大華繼顯以信託方式為該客戶持有，並按適用法例及任何有關交易所或規管機關的規則，存入在持牌銀行的該客戶信託戶口，但如該等結餘或款項所孳生的利息超過大華繼顯所訂應付予該客戶的利息，大華繼顯得予以保留。
- 3.20 **表決權：**大華繼顯或其代名人可隨時酌情行使該戶口所維持證券的表決權，而無須徵求該客戶同意，但須遵照作為該等證券最終受益人的該客戶的特定書面表決指示行事。
- 3.21 **通訊文件：**發給該客戶的一切通知及通訊文件，可按大華繼顯記錄中不時記載的該客戶營業、住宅或郵寄地址，以平郵方式寄給該客戶，或以人手交給該客戶，或以電傳、傳真、電郵或電話方式，按該客戶不時通知大華繼顯的號碼發送給該客戶。

UOBKH(HK)L's records, or by delivering the same to the Client or to any such address, or by telex, fax, electronic mail or telephone to any number notified to UOBKH(HK)L from time to time for the purpose and shall be deemed given on the first day after mailing postage prepaid (or the fifth day after mailing postage prepaid if sent to the Client outside Hong Kong (in the case of post), when delivered (in the case of personal delivery), when recorded by UOBKH(HK)L's machine as sent (in the case of telex, fax or electronic mail) or when communicated (in the case of telephone). No such notice or communication need be signed on UOBKH(HK)L's behalf.

於寄出已預付郵資的信件後首天(如該客戶在香港以外則寄出五天後)·或於交收時(如面交)·或於大華繼顯機器上記錄為已發送時(如以電傳、傳真或電郵方式發送)·或通訊時(如以電話方式)應視為已有效送達。該等通知或通訊文件無須由大華繼顯代表簽署。

**3.22 Overseas order execution:** UOBKH(HK)L shall cause and control the execution of the Client's orders on exchanges and other markets anywhere in the world through any person related to UOBKH(HK)L or members of the various exchanges and clearing houses or independent floor brokers or market makers or principals in other markets, by arrangements which UOBKH(HK)L in its absolute discretion may make from time to time with various persons as may be necessary to provide other execution, and references in this Agreement to transactions or execution by UOBKH(HK)L shall be construed accordingly. If the Client directs UOBKH(HK)L to enter into any securities transaction on any exchange or other market on which such transactions are effected in a currency other than the currency in which the Client's account with UOBKH(HK)L is denominated, (a) any profit or loss arising from fluctuations in the rate of exchange between the two currencies will be for the account and risk of the Client, (b) all margin deposits will be provided to UOBKH(HK)L in such currency and in such amounts as UOBKH(HK)L may require from time to time and (c) when such securities are sold or otherwise liquidated, and any margin deposits are liquidated, UOBKH(HK)L shall debit or credit the Client's account in the currency in which the account is denominated, at a rate of exchange determined conclusively by UOBKH(HK)L on the basis of the then-prevailing market rates of exchange between the two currencies.

**3.22 執行海外買賣盤:** 大華繼顯應不時全權酌情與不同人士訂立安排, 通過與大華繼顯的相關人士、不同交易所及結算公司的成員、或其他市場的獨立上市經紀或市場莊家或主事人, 安排及控制在世界其他地方的交易所及其他市場, 執行該客戶的買賣盤, 而本協議中所指的交易或執行, 應據此解釋。如該客戶指示大華繼顯在任何交易所或其他市場進行證券交易, 而該等交易所用貨幣, 與該戶口的貨幣不同, 則(a) 因兩種貨幣匯價波動引致的匯兌損益, 屬於該客戶及由該客戶承擔風險, (b) 一切保證金必須按大華繼顯不時要求的貨幣及數額存入, 以及(c) 如出售或變現該等證券, 以及結清任何保證金, 大華繼顯可基於市場當時該兩種貨幣的匯率, 全權訂出匯率, 並按該戶口的不值貨幣借記或貸記該戶口。

**3.22A FX transaction / currency conversion:** Any foreign exchange transaction or currency conversion carried out by UOBKH(HK)L for and on behalf of the Client at an exchange rate which UOBKH(HK)L reasonably demonstrates as an Apparent Off Market Rate (i.e. a rate for a FX Transaction which deviates more than three per cent from the prevailing market price) due to a technical error shall be considered to be an apparent error ( "Apparent Error" ) and shall be void. UOBKH(HK)L reserves the right to determine whether a Transaction is an Apparent Error at its sole and absolute discretion.

**3.22A 外匯交易/貨幣兌換:** 如大華繼顯代表客戶進行任何外匯交易或貨幣兌換, 而大華繼顯合理地證明該匯率為明顯偏離市場價格(即交易匯率偏離現行市場價格超過 3%), 乃由於技術錯誤所致, 則該交易將被視為明顯錯誤(「明顯錯誤」), 並且取消。大華繼顯保留唯一且絕對的酌情權決定某一交易是否屬於明顯錯誤。

**3.23 Order/report transmission:** UOBKH(HK)L shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of reports of executed orders to the Client due to any failure of communications facilities or any other delays beyond the reasonable control of UOBKH(HK)L.

**3.23 買賣盤 / 報告傳達:** 如因任何通訊設施失靈, 或因出現任何非大華繼顯所能合理控制的其他延誤, 以致在傳達買賣盤到執行地方上, 或在向該客戶傳達已執行買賣盤的報告上, 發生任何延誤, 大華繼顯無須承擔責任。

**3.24 Commission/rebates/soft dollars:** The Client shall pay to UOBKH(HK)L commissions set by UOBKH(HK)L from time to time and reimburse UOBKH(HK)L on a full indemnity basis for any

**3.24 佣金 / 回扣 / 非金錢利益:** 該客戶須向大華繼顯支付不時由大華繼顯訂定的佣金, 以及全數償還大華繼顯為該戶口執行買賣盤的其他費用, 包括(但不只限於)法定費

other charges arising from the execution of orders for the Client's account, including (but not limited to) statutory fees, stamp duties and taxes, exchange fees, levies and delivery charges.

UOBKH(HK)L may, at its option, withdraw money from the Account to pay any amounts due to UOBKH(HK)L. UOBKH(HK)L shall, at its absolute discretion, be entitled to solicit, accept and retain from any broker or other person any benefit in connection with any transaction effected with any person for the Client, including (a) any commission, rebates or similar payments and (b) any goods or services (ie. soft dollars), but UOBKH(HK)L shall in connection with such benefits comply with the SFC's relevant codes and rules as to the need for demonstrable benefit to UOBKH(HK)L's clients, transaction, execution standards, brokerage rates and disclosure to UOBKH(HK)L's clients. UOBKH(HK)L shall also, in its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client, including any commissions, rebates or similar payments and any goods or services. UOBKH(HK)L will ensure that it shall exercise its rights under this paragraph 3.24 in accordance with applicable laws and regulations.

3.25 **Aggregation of orders:** UOBKH(HK)L may aggregate the Client's orders with its own orders or with those of persons connected with UOBKH(HK)L or with those of other clients. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. However, UOBKH(HK)L shall ensure that no such aggregation with UOBKH(HK)L's own orders will operate to the Client's disadvantage and shall endeavour to ensure that any aggregation with other Client's orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

3.26 **Transaction reports/product specifications:** Following execution of an instruction, UOBKH(HK)L will send to the Client within the time prescribed under the applicable laws and regulations a confirmation of transaction and thereafter, periodic statements summarising the transactions effected through the Account(s) over the period covered by the periodic statement. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Client unless UOBKH(HK)L shall receive from the Client written notice to the contrary within 7 days from the time such notice, statement, confirmation or other communication is given by UOBKH(HK)L to the Client. UOBKH(HK)L will upon request provide the Client with product specification and any prospectus or other offering documents in relation to any derivatives products which the Client instructs UOBKH(HK)L to purchase or sell on the Client's behalf pursuant to this Agreement.

3.27 **Application of this Agreement:** This Agreement shall apply to all transactions hereafter made as well as those heretofore made and still outstanding and none of its provisions shall be deemed

用、印花稅及稅項、交易費用、徵費及交收費用。

大華繼顯可選擇從該戶口扣數以支付任何到期須支付大華繼顯的該等費用。大華繼顯可全權酌情向任何經紀或其他交易人士，索取、接受及保留任何利益，包括(a)任何佣金、回扣或相關款項，以及(b)任何貨物或服務(即非金錢利益)，但大華繼顯在收取該等利益上，須遵守證監會關於向該客戶表明利益、交易、執行標準、經紀佣金率及向該客戶披露資料的相關守則及規則。大華繼顯亦可全權酌情就任何為該客戶與任何人士完成的交易，提供任何利益，包括任何佣金、回扣或相關款項以及任何貨物或服務。大華繼顯確保其將按照適用法例及規則，行使其在本 3.24 段項下的權利。

3.25 **合併買賣盤：**大華繼顯可把該客戶的買賣盤，與本身或其他與其相關人士或其他客戶的買賣盤合併起來。合併買賣盤，有時會對該客戶有利，有時會對該客戶不利。但大華繼顯須確保，與大華繼顯本身買賣盤合併，不會對該客戶不利，同時須致力確保，與其他客戶買賣盤合併，在幾個該等買賣盤合併過程中，不會令該客戶較其他客戶不利。

3.26 **交易報告 / 產品說明：**在執行指示後，大華繼顯將在適用法例及規例下規定的時限內向該客戶發出交易確認，並隨後發出定期結單，當中概述在定期結單涵蓋的期間內，透過戶口執行的交易。在任何通知、報表、確認書或其他通訊文件及各戶口結單所載各項交易，應視為獲該客戶授權、屬於正確及獲追認及確認；除非大華繼顯在發出該等通知、報表、確認書或其他通訊文件給該客戶後七天內，收到該客戶的相反的書面通知。如該客戶指示大華繼顯根據本協議為該客戶買賣衍生產品，大華繼顯將應要求向該客戶提供有關產品說明及任何售股章程或其他招股文件。

3.27 **本協議的應用：**本協議適用於此後的及此前尚未完成的交易。除非經大華繼顯以書面協議方式及經其簽署，否則大華繼顯將不會被視為放棄執行或任何規定。

to be waived or modified by UOBKH(HK)L except by written agreement signed by UOBKH(HK)L.

- 3.28 **Power of attorney:** The Client hereby undertakes with UOBKH(HK)L to do and execute (and irrevocably authorises UOBKH(HK)L to do and execute on the Client's behalf) any act, deed, document or thing which UOBKH(HK)L may require the Client to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Agreement including, without limitation, the execution by the Client of an irrevocable power of attorney appointing UOBKH(HK)L as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Client as it considers necessary or desirable in connection with such implementation, execution and enforcement and the Client agrees to ratify or confirm all such acts, deeds, documents or things by UOBKH(HK)L.
- 3.28 **授權書：**該客戶茲向大華繼顯承諾，將應大華繼顯要求，作出及簽署執行(以及不可撤銷地授權大華繼顯為該客戶作出及簽署執行)任何行為、文據、文件或事情，以實施、執行及強制執行本協議中任何條款及其授予的權利，包括(但不限於)由該客戶簽立授權書，委任大華繼顯為其合法受權人，為該客戶作出及簽署執行一切大華繼顯認為是必需或恰當的行為、文據、文件或事情，以實施、執行及強制執行本協議中任何條款及其授予的權利，該客戶同意追認或確認大華繼顯所作的一切該等行為、文據、文件或事情。
- 3.29 **Credit checks and confidentiality:** UOBKH(HK)L is hereby authorised, to the extent permitted by applicable laws and regulations, to conduct or cause to be conducted credit investigations, enquiries and checks regarding the Client and for such purpose to approach the Client's bankers (including for the purpose of ascertaining the Client's financial situation and investment objectives and any information given in the Client Information Statement (as hereinafter defined)) and to pass any identity information or other information about the Client, the Client's accounts and the Client's transactions and the ultimate beneficiary in respect of any such transaction to any of UOBKH(HK)L's branches, any person related to UOBKH(HK)L and any exchange, market, clearing house or regulatory authority (including the Exchange and the SFC (together the "Regulators")) in order to assist such exchange, market, clearing house or regulatory authority with any investigation or enquiry it is undertaking. Subject to such authority, UOBKH(HK)L will keep all matters relating to the Account confidential.
- 3.29 **信貸調查及保密：**在適用法例及規例允許的範圍內，大華繼顯茲獲授權，對該客戶進行或安排進行信貸調查查詢及檢查，並為此接觸該客戶的往來銀行(包括為核實該客戶財務狀況、投資目標及客戶資料聲明(見以下定義)中所載的任何資料)，同時把該客戶的身份資料及其他資料，以及該客戶戶口、有關交易及交易最終受益人資料，傳送給大華繼顯任何分行、任何相關人士及任何交易所、市場、結算公司或規管機關(包括聯交所及證監會(統稱為「該等規管機關」))，以協助該等交易所、市場、結算公司或規管機關進行的任何調查或查詢。除行使該項授權外，大華繼顯將對該戶口一切事項保守秘密。
- 3.30 **Ultimate beneficiary:** In this Agreement, (a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, means each and every person who (i) is the principal for whom the Client is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for originating the instruction in relation to such transaction and (b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's person's alias(es), address(es), occupation(s) and contact details.
- 3.30 **最終受益人：**在本協議中，(a)「最終受益人」一詞，就大華繼顯根據本協議為該客戶完成或將完成的任何交易而言，指每一個(i)在有關交易該客戶擔當代理人的主事人，或(ii)獲得該項交易的商業或經濟利益及/或承受商業或經濟風險的人，或(iii)最終負責就該項交易發起指示的人；而(b)「身份資料」一詞，就任何人士而言，指該名人士的真實及完整的身份，包括該名人士的別名、地址、職業及聯絡資料。
- 3.31 **Client information/agent:** Where UOBKH(HK)L has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, and the Client has notified UOBKH(HK)L that the Client is acting as an agent of other person or, where the Client is a company, its shareholders are not the
- 3.31 **該客戶資料 / 代理人：**如大華繼顯收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，而該客戶已告知大華繼顯其正擔任另一名人士的代理(或(如客戶為公司)其股東並非公司股本的最終實益擁有人)，則客戶須在大華繼顯要求時告知該等規管機關該客戶的身份資料及在相關交易有最終實益權益的人士。該客戶亦須告



ultimate beneficial owners of the share capital of the company, the Client shall, upon UOBKH(HK)L' s request, inform the Regulators of the identity information of the Client and the person with the ultimate beneficial interest in the relevant dealing. The Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary who originated the dealing). The Client's undertaking under this paragraph 3.31 shall survive the termination of this Agreement.

3.32 **Client information/investment manager:** If the Client effected the dealing for a collective investment scheme, discretionary account or discretionary trust, the Client shall, upon UOBKH(HK)L' s request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the dealing. If the Client effected the dealing for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform UOBKH(HK)L when the Client' s discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client' s investment discretion has been overridden, the Client shall, immediately upon UOBKH(HK)L' s request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the dealing. The Client's undertaking under this paragraph 3.32 shall survive any termination of this Agreement

3.33 **Client information/intermediary:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, the Client is acting as an intermediary, the Client undertakes to (a) inform UOBKH(HK)L of such arrangement and (b) provide UOBKH(HK)L with identity information in respect of the Client' s clients and the ultimate beneficiary. To the extent UOBKH(HK)L does not know the identity, address, occupation and contact details of the underlying client for whom the dealing was effected, the Client confirms that (a) the Client has arrangements in place with the Client' s own clients which entitle the Client to obtain such information from the Client' s own clients immediately upon request or procure that it be so obtained; and (b) where UOBKH(HK)L has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, then the Client shall, upon UOBKH(HK)L' s request, inform the Regulators of the arrangement, the identity, address and contact details of the Client' s clients and the identity, address, occupation and contact details of the person(s) who, under the arrangements, instructed the Client to effect the dealing. The Client's undertaking under this paragraph 3.33 shall survive any the termination of this Agreement.

知香港監管機構任何第三方的身份、地址、職業及聯絡資料（如與發起交易的客戶/最終受益人有別）。本協議終止後，該客戶在此第 3.31 段中的承諾仍繼續有效。

3.32 **該客戶資料 / 投資經理：**如該客戶為某集合投資計劃、委託戶口或全權委託信託執行交易，則該客戶須在大華繼顯要求時（該要求須包含規管機關的相關聯絡資料）告知該等規管機關該計劃、戶口或信託的身份、地址及聯絡資料，以及（如適用）代表該計劃、戶口或信託指示該客戶執行該交易的人士的身份、地址、職業及聯絡資料。如客戶為某集合投資計劃、委託戶口或全權委託信託執行交易，則該客戶須在其代表該計劃、戶口或信託投資的酌情權被凌駕時，在實際可行的情況下盡快告知大華繼顯。如該客戶的投資酌情權被凌駕，則該客戶須在大華繼顯要求時（該要求須包含規管機關的相關聯絡資料）即時告知該等規管機關給予或曾給予該交易相關的指示的人士的身份、地址、職業及聯絡資料。本協議終止後，該客戶在本第 3.32 段中的承諾仍繼續有效。

3.33 **該客戶資料 / 中介機構：**如就大華繼顯根據本協議為該客戶完成或將完成的任何交易，該客戶擔當中間人，則該客戶承諾(a)告知大華繼顯有關安排，及(b)向大華繼顯提供關於該客戶的客戶及最終受益人的身份資料。在大華繼顯不知道為其執行交易的標的客戶的身份、地址、職業及聯絡資料的範圍內，則該客戶確認(a)該客戶與其自身的客戶設有安排，讓該客戶有權在被要求時即時向該客戶自身的客戶索取（或促使索取）有關資料；及(b)如大華繼顯收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，則客戶須在大華繼顯要求時告知該等規管機關該客戶的客戶的安排、身份、地址及聯絡資料，以及在該等安排下，指示該客戶執行該交易的人士的身份、地址、職業及聯絡資料。本協議終止後，該客戶在本第 3.33 段中的承諾仍繼續有效。

- 3.33A The Client confirms that the Client is not subject to any law which prohibits the performance by the Client of the undertakings contained in paragraphs 3.29 and 3.31 to 3.33 above or, where the Client is subject to such law, that the Client or the Client's principals or clients, as may be the case, have waived the benefit of such law or consented in writing to the performance by the Client of such undertakings.
- 3.33A 該客戶確認該客戶並非受禁止履行上文第 3.29 及 3.31 至 3.33 段所載的承諾的任何法例的規限，或如該客戶受有關法例的規限，則該客戶或該客戶的主事人或客戶（視乎情況而定）已放棄有關法例的利益，或已以書面同意該客戶履行有關承諾。
- 3.34 **Short selling:** The Client warrants and represents that, unless the Client otherwise confirms to UOBKH(HK)L in accordance with this paragraph 3.34 that a sale of securities referenced therein is a short sale, I/we will not sell such securities short. The Client may sell securities listed in Hong Kong (or elsewhere, if required by applicable laws and regulations) short only in circumstances where UOBKH(HK)L has received confirmation from the Client in writing or (if sent electronically) which is capable of being printed, that (a) the order is a short selling order; (b) the Client has a presently exercisable and unconditional right to vest the securities to which the relevant sale order relates in the purchaser of those securities; and (c) to the extent that the Client has borrowed the securities or obtained a confirmation from the lender that it has the securities available to lend or deliver to the Client. UOBKH(HK)L is entitled to refuse to accept any instruction for short sale if UOBKH(HK)L is not satisfied that the conditions referred to in this paragraph 3.34 have been complied with.
- 3.34 **沽空：**客戶保證及陳述，除非該客戶根據本第 3.34 段另行向大華繼顯確認當中提到的證券出售是一項沽空，否則本人／吾等將不會沽空有關證券。只有在在大華繼顯收到該客戶書面（或如以電子方式發送，可以打印出來的）確認，當中確認以下各項的情況下，方可沽空在香港（或如適用法例及規例要求，在其他地方）上市的證券：(a)該指令是一項沽空指令；(b)該客戶有現時可以行使和無條件的權利，將相關出售指令相關的證券歸屬於該等證券的買方；及(c)如該客戶已借入證券，或取得貸款人確認其擁有可借給或交付予該客戶的證券。如大華繼顯不信納已遵守本第 3.34 段所述的條件，則大華繼顯有權拒絕接納任何沽空指示。
- 3.35 **Decline of Extension of credit:** UOBKH(HK)L will not at any time be obliged to provide any credit facility to the Client. In particular, the Client understands that the UOBKH(HK)L may not provide any credit facility to the Client if any of the following circumstances should arise:
- 3.35 **融資限額：**大華繼顯在任何時候均有權不向該客戶提供任何信貸融資。該客戶明白尤其是在下列任何情況發生時，大華繼顯將不會向該客戶提供任何信貸融資：
- (a) the Client is in default of any provisions of the Agreement; or
- (a) 該客戶未能履行本協議的任何條款；或
- (b) in the opinion of UOBKH(HK)L there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or
- (b) 大華繼顯認為客戶的財務狀況正出現或已出現了重大的不利變化，或任何人士的財務狀況發生了重大不利變化，而可能會影響該客戶解除在協議之下的責任或履行該客戶在協議下的義務；或
- (c) making an advance would cause the applicable credit limit to be exceeded; or
- (c) 提供墊支將會令有關適用的信用限額被超過；或
- (d) UOBKH(HK)L in its absolute discretion considers it prudent or desirable for its protection not to do so.
- (d) 大華繼顯根據其絕對酌情權，認為不提供融資將更為審慎或適宜。
- 3.36 **Investor Compensation Fund claims:** In the event of any default under this Agreement by UOBKH(HK)L resulting in pecuniary loss to the Client, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO, and accordingly there can be no assurance that any pecuniary loss sustained by the Client by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.
- 3.36 **投資者賠償基金索償：**如因大華繼顯就本協議有任何失責，引致該客戶蒙受金錢損失，投資者賠償基金的責任將限於證券及期貨條例訂明的有效索償，而因此，概不保證該客戶因該項失責蒙受的任何金錢損失將必然地獲得投資者賠償基金全數、部分賠償或可以獲得賠償。

- 3.37 **Change in Information:** Subject to paragraphs 3.31 to 3.33 above, the Client undertakes to supply to UOBKH(HK)L on demand at any time such financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Account and/or any trading contracts entered into on the Account) as UOBKH(HK)L may request. The Client is required to, and covenant that the Client will, inform UOBKH(HK)L in writing within 30 days of any change in the client's circumstances/details which have previously been notified to UOBKH(HK)L ceases to be complete, accurate and not misleading. The Client and UOBKH(HK)L agree to notify the other in the event of any material change to the information provided in or in connection with this Agreement. UOBKH(HK)L will notify the Client of material changes in respect of UOBKH(HK)L's business which may affect the services provided by UOBKH(HK)L to the Client.
- 3.37 **更改資料：**在遵守上文第 3.31 至 3.33 段規定下，該客戶承諾隨時應大華繼顯要求，向大華繼顯提供關於該客戶的財務及其他資料(包括(但不限於)對該戶口及/或該戶口所訂立任何交易合約有最終實益權益的人士的身份)。該客戶須(並契諾該客戶將)在該客戶的情況有任何轉變/之前告知大華繼顯的資料不再完整、準確及並無誤導後 30 天內以書面告知大華繼顯。如本協議所提供的資料，或與本協議有關的資料，出現任何重大轉變，該客戶及大華繼顯同意通知對方。如大華繼顯的業務出現重大轉變，可能影響大華繼顯向該客戶提供的服務，大華繼顯將通知該客戶。
- 3.38 **Assignment/waiver/amalgamation:** These terms and conditions shall enure to the benefit of and be binding upon UOBKH(HK)L and its successors and assigns and the executors, administrators, successors and assigns of the Client, except that the Client shall not assign or transfer any of its rights or obligations under this Agreement without UOBKH(HK)L's prior written consent. No delay on the part of UOBKH(HK)L in exercising any rights hereunder shall operate as a waiver thereof. None of UOBKH(HK)L's rights hereunder shall be affected by any change in UOBKH(HK)L's Memorandum and Articles of Association, by any amalgamation by UOBKH(HK)L with any person or by the death or incapacity of the Client.
- 3.38 **轉讓 / 放棄 / 合併：**本協議的條款及細則對大華繼顯及其繼承人與受讓人，以及該客戶的遺囑執行人、遺產管理人、繼承人與受讓人均有約束力，前述人士均受惠於本協議的條款及細則項下的利益，但該客戶未經大華繼顯事前書面同意前，不得出讓或轉讓本協議下權利或責任。大華繼顯延遲行使本協議下任何權利，並不構成放棄該項權利。大華繼顯在本協議下的任何權利，並不受大華繼顯修訂其大綱及章程、與任何人士合併或該客戶死亡或失去行為能力所影響。
- 3.39 **Prior arrangements superseded:** These terms and conditions revoke and supersede all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Account (but will not affect any instructions given or dated before such revocation) and, subject to contrary arrangements in writing between UOBKH(HK)L and the Client, any account subsequently opened will be operated on the terms of this Agreement.
- 3.39 **取代先前安排：**該等條款及細則應撤銷及取代一切先前的授權書與協議，以及該戶口任何有關協議與之抵觸的條款(但並不影響在撤銷前發出的或註明撤銷前日期的指示)；除非大華繼顯與該客戶另有相反的書面安排，否則嗣後開立的任何戶口，均須按本協議條款運作。
- 3.39A **Amendment:** These terms and conditions may be amended or supplemented by UOBKH(HK)L upon notice to the Client. Any amendment of the terms and conditions in this Agreement which affects the nature of services to be provided to or made available to the Client, or the remuneration to be paid by the Client to UOBKH(HK)L shall be effective from the date specified in such notice.
- 3.39A **修訂：**大華繼顯經通知該客戶後，可修訂或補充條款及細則。除非該等修訂在大華繼顯控制範圍以外，否則對本協議條款及細則當中影響向該客戶提供的服務的性質，或該客戶將向大華繼顯支付的酬金的任何修訂將在有關通知指明的日期生效。
- 3.40 **Law and jurisdiction:** This Agreement shall be governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client submits to the non-exclusive jurisdiction of the Hong Kong courts and irrevocably agrees that the Hong Kong address specified in the Client Information Statement (as hereinafter defined) (or any other substitute address in Hong Kong notified by the Client to UOBKH(HK)L) shall be an effective address for service on the Client of
- 3.40 **法例與司法管轄權：**本協議應受中華人民共和國香港特別行政區(「香港」)法例管轄，並可按香港法例強制執行。該客戶服從香港法院的非專屬性司法管轄權，同時不可撤銷地同意，在客戶資料聲明(見以下定義)中所載香港地址(或該客戶通知大華繼顯的任何其他代替地址)，應為送達香港法院法律程序文件的有效地址。

proceedings in the Hong Kong courts.

3.40A **Arbitration:** At the sole option of UOBKH(HK)L and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. There shall be only one arbitrator. Any such arbitration shall be administered by Hong Kong International Arbitration Centre in accordance with Hong Kong International Arbitration Centre Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceeding shall be English.

3.40B **Language:** The Client confirms that the Client has read the English/Chinese version of the Agreement and that the contents thereof have been fully explained to the Client in a language which the Client understands. In the event of discrepancy between the English version and the Chinese version of the Agreement, the English version shall prevail.

3.41 **Exclusion of liability:**

3.41.1 Without prejudice to the generality of the other paragraphs in this Agreement and in addition to the same, UOBKH(HK)L shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of UOBKH(HK)L, its employees, agents or independent contractors): -

- (a) the reliance or use of the information or trading and other services provided by or through UOBKH(HK)L;
- (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided by or through UOBKH(HK)L;
- (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services by or through UOBKH(HK)L;
- (d) any cause over which UOBKH(HK)L does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including

3.40A **仲裁：**在大華繼顯全權選擇及在其絕對酌情權下，本合約、其違約、終止或無效產生或相關的任何糾紛、爭議或索償將根據現時有效（並可由本條其他部分修訂）的UNCITRAL 仲裁規則以仲裁方式解決。委任機關將為香港國際仲裁中心。仲裁地點為香港的香港國際仲裁中心。仲裁只有一名仲裁人。任何有關的仲裁將由香港國際仲裁中心根據本協議日期有效的香港國際仲裁中心仲裁程序管理。仲裁程序將以英語進行。

3.40B **文本：**該客戶確認該客戶已閱讀本協議的英文 / 中文版本，並已以該客戶明白的語言完全向該客戶解釋其內容。如本協議的英文版本與中文版本有任何衝突，以英文版本為準。

3.41 **免除責任：**

3.41.1 在不局限本協議的段落的概括性的原則下和另加於前述，大華繼顯將不會就以下無論怎樣和如何產生的訴訟、虧損、損害、請求、責任、要求、費用、押記或其他開銷對該客戶或第三方承擔責任(包括(但不限於)大華繼顯、其僱員、代表、或獨立承辦商的任何行為、違責和疏漏):

- (a) 依賴或使用大華繼顯所提供的資料或買賣和其他服務；
- (b) 任何干擾、阻礙、延緩、暫停、故障、損壞、人為錯誤、毛病、病毒或不能使用大華繼顯所提供的任何服務；
- (c) 任何電腦硬件、應用程式或其他用於大華繼顯所提供的服務的軟件的失誤；
- (d) 任大華繼顯沒有合理控制的起因包括(但不限於)任何政府限制、交易所裁決、暫停買賣、戰爭、恐怖活動、罷工、工業行動、內亂、任何電子或機動設備、電話或其他通訊系統線路或儀器、公用事業系統的失誤、未經許可的使用或盜竊(包括(但不限於)盜用密

but not limited to theft of passwords, codes and/or log-in sequences);

- (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client to UOBKH(HK)L; or
- (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.

3.41.2 So long as UOBKH(HK)L, its employees or agents have complied with all applicable laws and regulations and acted in good faith, the Client will at no time hold the Broker or its employees or agents responsible in any manner whatsoever for any delay or failure to perform obligations and any loss, damages or costs arising from or in connection with any aspect of securities trading or transactions or the financing of such trading or transactions.

3.42 **Payments:** All payments by the Client shall be made in full without any set-off, counterclaim or (except as required by law) tax or other deduction. If the Client shall be required to make any deduction or withholding for taxes or otherwise, the sum payable shall be increased insofar as necessary so that, after making all required deductions, UOBKH(HK)L receives the actual amount due.

3.43 **Currency indemnity:** If UOBKH(HK)L at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which UOBKH(HK)L is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Client as a separate and independent obligation shall on demand from time to time indemnify UOBKH(HK)L against such shortfall and pay interest on such shortfall at the rate chargeable on the Account from the date of such receipt until such shortfall is paid.

3.44 **Withdrawal upon termination:** If there is any cash or securities standing to the credit of the Account upon any termination of this Agreement and/or closure of the Account, the Client agrees to give instructions to UOBKH(HK)L with respect to the withdrawal of such cash and/or securities within 7 days of such termination and/or closure. If the Client fails to comply with this paragraph 3.44, UOBKH(HK)L, to the extent permitted by applicable laws and regulations, will be entitled (but not obliged) to sell any securities of the Client and send to the Client a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.

3.45 **Account maintenance fee:** Without prejudice to UOBKH(HK)L's rights to close the Account and/or to terminate UOBKH(HK)L's

碼、代號及/或登入順序);

- (e) 任何直接的、間接的、必然的、偶然的無論是何種性質的損失或損害、相關於或由執行或實施任何該客戶給大華繼顯的訂單或指示中的延誤、失誤、疏忽、遺漏；或
- (f) 任何不正確、錯誤、延誤或遺漏任何的或在傳送或傳達中的信息。

3.41.2 只要大華繼顯、其僱員或代理已遵守所有適用的法例及規例並本著真誠行事，則該客戶因延遲或未能履行義務、及證券買賣或交易或為有關買賣或交易融資的任何方面引致或相關的任何損失、損害或費用，該客戶不得要求大華繼顯或其僱員或代理人承擔任何責任。

3.42 **付款：**該客戶支付的一切款項，必須全數支付，不得作出抵銷、反索或(除非法例規定)扣稅或扣除其他款項。如該客戶須就稅項或其他方面作出任何扣減或預扣，則須在必須的範圍內增加須支付的款項，致使在作出所需的扣減後，大華繼顯收取實際應付的數額。

3.43 **貨幣彌償：**如大華繼顯在任何時候，收到錯誤貨幣的付款(包括抵銷款項)，而大華繼顯用這筆款項所能買入的正確貨幣款項(經扣除有關費用後)，與應付銀碼比較下出現不足之數，該客戶有單獨及獨立責任不時按求向大華繼顯彌償不足之數及支付不足數額的利息，利息按該戶口應收利率計算，計收由收到款項起至支付不足之數止一段期間的利息。

3.44 **本協議終止時提取現金或證券：**如本協議終止時以及/或該戶口結束時，該戶口的貨項下，有任何現金或證券，該客戶同意在本協議終止及/或該戶口結束後七天內，就提取該等現金及/或證券，給予大華繼顯指示。如該客戶未有遵照本 3.44 段行事，大華繼顯有權(但無責任)在適用法例及規例允許的範圍內，出售該客戶的任何證券，並把出售所得的款項淨額，連同該戶口的貸方結餘(如有)，以支票寄給該客戶。

3.45 **戶口維持費用：**在不妨礙大華繼顯根據本協議第 3.4 段規定，結束該戶口以及/或終止與該客戶的關係的情況下，大華繼顯可自該戶口，扣除每月的維持費用，數目

|      |   |      |   |
|------|---|------|---|
|      | relationship with the Client under paragraph 3.4 of this Agreement, UOBKH(HK)L may debit the Account for a monthly maintenance fee of such amount as UOBKH(HK)L may determine from time to time.  |      | 由大華繼顯不時決定。  |
| 3.46 | [Deleted]   | 3.46 | [已刪除]   |
| 3.47 | <p><b>Tape recording:</b> The Client expressly authorises UOBKH(HK)L to record by tape or other means all instructions and all other verbal communications (by telephone or otherwise) in connection with the Account (collectively, "Verbal Communication" ). The Client expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by your officer, shall be conclusive evidence between UOBKH(HK)L and the Client as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute.</p> <p>UOBKH(HK)L may refuse to act upon Verbal Communication without having to explain to the Client the reason for such refusal. UOBKH(HK)L may defer acting on any Verbal Communication and to require further information with respect to such Verbal Communications as UOBKH(HK)L may consider appropriate.</p>            | 3.47 | <p><b>電話錄音：</b>該客戶明示授權大華繼顯對一切有關戶口進行之指示及所有其他口頭通知(電話或其他)(統稱「口頭通知」)進行錄音。除非及直至反證能夠成立，該客戶明示同意如於任何時間就關於口頭通知之內容有所爭論，則電話錄音或電話錄音之紀錄或由大華繼顯僱員準備之核實譯本將成為大華繼顯及該客戶口頭通知內容及性質的最終證據，並可成為該爭論的證據。</p> <p>大華繼顯可在無需向該客戶解釋理由下，拒絕執行口頭通知，大華繼顯可延遲執行口頭通訊及在大華繼顯認為適當下，要求有關口頭通知的進一步資料。</p>   |
| 3.48 | <p><b>Third party payment:</b> UOBKH(HK)L shall have absolute discretion to refuse third party payment by whatever means as instructed by the Client. UOBKH(HK)L shall not be obliged to give reasons for doing so. The Client hereby acknowledges that payment of funds to third parties by UOBKH(HK)L involves risk of default by those third parties and that UOBKH(HK)L will employ reasonable judgment in selecting third party to receive the funds of the Client in relation to this authority. Nevertheless, the Client irrevocably agrees that UOBKH(HK)L shall have no liability to the Client whatsoever in employing such reasonable judgment in selecting third party to receive funds of the Client or for any loss of any nature arising directly or to the Client in consequence of the default, wrongful act or omission of any person, or any circumstances beyond the direct control of UOBKH(HK)L other than any losses arising directly in consequence of the gross negligence or wilful default of UOBKH(HK)L or its employees acting in the ordinary course of their employment.</p> | 3.48 | <p><b>第三方支付款：</b>大華繼顯有絕對酌情決定權拒絕該客戶所指示的第三方以任何方式的付款。大華繼顯沒有義務對此提出原因。該客戶在此確定大華繼顯向第三方支付款會涉及第三方的違責風險，並確認大華繼顯就此權限會運用合理的判斷來挑選接受客戶款項的第三方。但是，該客戶不可撤銷地同意大華繼顯不就運用合理的判斷來挑選接受該客戶款項的第三方或因任何人的違責、錯誤作為、疏忽或因大華繼顯能直接控制以外的情況，除大華繼顯或其僱員在一般職務的範圍內的嚴重疏忽或故意違責，而直接導致該客戶的任何類型的損失負上責任。</p> |
| 3.49 | <p><b>Titles:</b> The title of any paragraph of this Agreement shall not affect the meaning of that or any other paragraph.</p>   | 3.49 | <p><b>標題：</b>本協議任何段落的標題，不影響該段落或其他段落的釋義。</p>   |
| 3.50 | <p><b>Representations and warranties:</b> The Client represents, warrants and undertakes that:</p> <p>(a) the Client has the authority and legal capacity to enter into and perform his or its obligations under this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate and other authority pursuant to its constitutional and organisational documents) and this Agreement constitutes the valid and</p>  | 3.50 | <p><b>陳述及保證：</b>該客戶陳述、保證及承諾：</p> <p>(a) 證客戶具有權力及法律權限簽訂及履行其於本協議的責任（而（如該客戶是一家公司，其獲妥善授權，並已根據其章程及組織文件，取得必須的公司及其他授權），及本協議對該客戶構成有效及具法律約束性的責任；</p>   |

legally binding obligations of the Client;

- (b) unless otherwise explicitly stated in the Client Information Statement (as hereinafter defined), the Client (or if the Client is a partnership, none of its partners; or if the Client is a company, none of its directors, shareholders) or its authorised person is not an employee or officer of the Exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction). If the Client is such an employee or officer, the Client has received written approval from his employer to open the Account and the Client will provide a copy of the written approval to UOBKH(HK)L. If the Client is or becomes an employee or officer of the Exchange or any stock exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction), the Client will promptly advise UOBKH(HK)L in writing and complete all documents required by UOBKH(HK)L in order that the Client may be accepted as a client of UOBKH(HK)L;
- (c) the Client is and shall remain responsible for reporting requirements under applicable laws and regulations in respect of any transactions effected by the Client, including but not limited to the responsibility for ensuring that any necessary individual or corporate reporting and disclosure requirements and shareholding restrictions are strictly complied with and providing UOBKH(HK)L from time to time, if required, with information and documentation to enable UOBKH(HK)L to discharge its obligations related thereto; and
- (d) the Client is aware of the tax implications and the reporting, registration and/or disclosure obligations (if any) that may arise in respect of any Account, transaction, and service under applicable laws and regulations and further represents, warrants and undertakes that the Client shall be solely responsible for satisfying and complying with all such taxation, reporting, registration and/or disclosure obligations and providing UOBKH(HK)L from time to time, if required, with information and documentation to enable UOBKH(HK)L to discharge its obligations related thereto.

The above representations, warranties and undertakings shall be deemed to be repeated immediately before each instruction is given or executed.

3.51 **Conflict of Interests:** UOBKH(HK)L shall observe and abide by all guidelines, code of conduct, and practice directions from the regulators. In the event that there are any issues of conflicts between the interests of the Client and any of the guidelines, code of conduct, or practice directions, UOBKH(HK)L shall act in accordance with the guidelines, code of conduct, and/or practice

- (b) 除客戶資料聲明（見以下定義）另有明示的規定外，該客戶（或如該客戶是一家合夥企業，則其合夥人，或如該客戶是一家公司，則其董事及股東）或其獲授權人士並非聯交所、貿易委員會、結算所、銀行或信託公司的僱員或高級職員，或證券及期貨條例下的任何持牌人士或註冊人士的聯營公司（或於其他司法管轄區與其相等的機構）。如該客戶為該等僱員或高級職員，該客戶已收到其僱主就開設該戶口的書面批准，該客戶將向大華繼顯提供一份該書面批准的副本。如該客戶為或成為聯交所或任何證券交易所、交易委員會、結算所、銀行或信託公司的僱員或高級職員，或證券及期貨條例下的任何持牌人士或註冊人士的聯營公司（或於其他司法管轄區與其相等的機構）的僱員，該客戶將盡快以書面告知大華繼顯，並完成大華繼顯所需的文件以使該客戶可被大華繼顯接受為其客戶；

- (c) 該客戶負有及將繼續負有於適用法律及規例項下就任何該客戶完成的交易的匯報要求責任，包括（但不限於）確保已嚴格遵守任何必須的個人或公司匯報及披露要求及持股限制，並（如有需要）不時向大華繼顯提供資料及文件，讓大華繼顯解除其相關的義務的責任；及

- (d) 該客戶知悉在適用法例及規例下就任何戶口、交易及服務可能產生的稅務影響及匯報、登記及 / 或披露義務（如有者），並進一步陳述、保證及承諾該客戶將完全負責履行及遵守所有有關的稅務、匯報、登記及 / 或披露義務，並（如有需要）不時向大華繼顯提供資料及文件，讓大華繼顯解除其相關的義務。

上述陳述、保證及承諾將被視作在緊接給予或執行各項指示前重複。

3.51 **利害衝突:**大華繼顯要奉行和遵守規管者所有的指導方針、操守守則和執業指引。當該客戶的利益與任何指導方針、操守守則或執業指引有衝突時，大華繼顯將必須要依循有關的指導方針、操守守則或執業指引。

directions as appropriate.

- 3.52 For the avoidance of doubt, the Client's obligations to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination in respect of paragraphs 3.12, 3.13, 3.14, 3.42 and 3.43 shall survive the termination of these terms and conditions or the deactivation or revocation of the Account.
- 3.53 **Severability:** If any of the provisions of these terms and conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.
- 3A **FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF TRADING IN EXCHANGE TRADED OPTIONS**
- Where the Client (by notice given by any person or persons authorised to give instructions as provided in paragraph 2.2 of this Agreement) requests and authorises UOBKH(HK)L to use the Account for the purpose of the Client's trading of Exchange Traded Options, the Client further agrees and confirms as follows:
- 3A.1 **Definitions:** In this paragraph 3A, unless otherwise expressly defined, words and expressions defined in the options trading rules of the Exchange (the "Options Trading Rules") and the Clearing Rules of SEOCH (the "Clearing Rules") shall have the same meanings.
- 3A.2 **Rules and regulations:** The Client consents to the creation, exercise, settlement, and discharge of Client Contracts as contemplated by the Options Trading Rules and the Clearing Rules (the "Client Contract") and agrees to be bound by the terms and conditions as laid out in the Standard Contract of all Client Contracts to which the Client is party.
- 3A.3 **Limits on positions:** UOBKH(HK)L may place limits on the positions that may be held or exercised by the Client. In addition, the Client understands that, subject to the Options Trading Rules and Clearing Rules, UOBKH(HK)L may be required to close or give-up Client Contracts as will result in UOBKH(HK)L complying with position limits prescribed by the Exchange, or where UOBKH(HK)L is in default, the default procedures of the Exchange, and that the result of such could be the closing or give-up of one or more Client Contracts to which the Client is party.
- 3A.4 **Premium:** Premium is payable in respect of an Options Contract. The Premium to be charged shall be settled in cash. The Client agrees to pay such Premium to UOBKH(HK)L within the time period required by UOBKH(HK)L and notified to the Client. Where UOBKH(HK)L purchases, sells, or exercises an Options Contract in accordance with the instructions of the Client, the Client shall pay commission as agreed with UOBKH(HK)L. UOBKH(HK)L shall provide the Client with prior notice of any
- 3.52 為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第 3.12、3.13、3.14、3.42 及 3.43 段需支付的所有付費、費用、收費、支出及數額，在本協議的條款及細則終結後或該戶口停止或撤銷後仍然有效。
- 3.53 **可分割性：**如本協議項下條款及細則的規定或其任何部份於任何方面被判定為無效、違法或不能強制執行，餘下規定的有效性、合法性及可強制執行性將不會於任何方面受的影響。
- 3A **適用於聯交所股票期權買賣的其他條款及條件**
- 倘該客戶（經本協議第 2.2 段規定獲授權發出指示的任何一名或多於一名人士發出通知）要求及授權大華繼顯使用戶口為該買賣聯交所買賣之期權，則該客戶進一步同意及確認如下：
- 3A.1 **釋義：**在此第 3A 段中，除非另有明確釋義，否則聯交所期權交易規則（「**期權買賣規則**」）及期權結算所的期權結算規則（「**結算規則**」）釋義的文字及詞語，應具相同涵義。
- 3A.2 **規則與規例：**該客戶同意訂立、行使、結算及付清期權交易規則及結算規則所擬的客戶合約，並同意受該客戶作為訂約一方的所有該客戶合約的標準合約所載條款及條件約束。
- 3A.3 **持倉限額：**大華繼顯可對該客戶所持有或行使持倉訂定限額。此外，該客戶明白，在受期權買賣規則及結算規則規限下，大華繼顯可能需要結算或放棄該客戶合約，以便大華繼顯可遵從聯交所訂明的持倉限額，或（如大華繼顯有失責行為）遵從聯交所的失責行為程序，以致須結算或放棄該客戶為訂約一方的一份或多於一份該客戶合約。
- 3A.4 **期權溢價：**期權合約須支付期權溢價。所收取的期權溢價，應以現金支付。該客戶同意，有關期權溢價須於大華繼顯要求並通知該客戶的期間內支付。倘大華繼顯按照該客戶指示購入、出售或行使任何期權合約，則該客戶同意支付與大華繼顯協議的佣金。大華繼顯須將適用於戶口的任何其他費用或收費事前通知該客戶。



other fees or charges applicable to the Client's Account.

- 3A.5 **Delivery obligations:** Delivery obligations shall arise when a Client Contract is validly exercised. The Client shall perform such delivery obligations in accordance with this Agreement and the Standard Contract and in a manner consistent with the performance of UOBKH(HK)L's corresponding delivery obligations under the Options Trading Rules.
- 3A.5 **交收責任:** 當有效行使該客戶合約時，即產生交收責任。該客戶須按照本協議及標準協議履行有關交收責任，並須按照不抵觸期權買賣規則履行大華繼顯的相應交收責任的一致方式進行。
- 3A.6 **Client's default:** In addition to UOBKH(HK)L's other rights under this Agreement, if the Client commits a default in payment of Premium, performance of delivery obligations, or otherwise fails to comply with any of the terms contained in this Agreement, without prejudice to any other rights UOBKH(HK)L may have, UOBKH(HK)L shall have the right, and the Client hereby authorises UOBKH(HK)L (1) to decline to take further instructions from the Client in respect of Exchange traded options business, (2) to close, give-up or exercise some or all of the Client Contracts to which the Client is party, (3) to enter into any Contracts for the purpose of hedging risk to which UOBKH(HK)L is exposed as a result of the Client's default, (4) to make, on an exchange or otherwise, any contract for the sale, purchase or other acquisition or disposal of any securities, futures contracts or commodities for the purpose of meeting obligations, or of hedging risks to which UOBKH(HK)L is exposed, in relation to the Client's default, (5) to dispose of some or all of the SEOCH Collateral (other than cash) held for or on behalf of the Client and apply the proceeds thereof, plus any cash SEOCH Collateral held for or on behalf of the Client, to all outstanding balances of the Client owing to UOBKH(HK)L and (6) to dispose of any or all securities held for or on behalf of the Client in order to set off any obligations of the Client and to exercise any rights of set off which UOBKH(HK)L may have in relation to the Client. Any monies remaining after such application shall be refunded to the Client.
- 3A.6 **該客戶違約:** 除本協議所規定大華繼顯的其他權利外，如該客戶並不支付期權溢價、履行交收責任或不遵守本協議所載的任何條款，在不損及大華繼顯可享有的任何其他權利)下，大華繼顯亦可享有權利，及而該客戶特此授權大華繼顯) (1) 可拒絕再接受該客戶有關聯交所股票期權業務的任何指示，(2) 結算、放棄或行使部分或全部該客戶為訂約一方的該客戶合約，(3) 訂立任何合約，藉此由於客戶違約令大華繼顯承受的對沖風險，(4) 在任何交易所或以其他方式訂立出售、購入或另行收購或處置任何證券、期貨合約或商品等任何合約，藉此履行責任，或由於該客戶違約大華繼顯須承受的對沖風險，(5) 變賣代表該客戶持有的部分或全部期權結算抵押品(不包括現金)，並應用其所得收益及代表該客戶持有的任何現金期權結算抵押品，作為支付該客戶所欠大華繼顯的所有未清償結餘，及(6) 變賣代表該客戶持有的任何或所有證券，藉以抵銷該客戶的任何責任，並可行使大華繼顯對該客戶可享有的任何抵銷權利。在應用上述各項後餘下的任何款項，應退還給該客戶。
- 3A.7 **Option class:** The Client acknowledges that where there is a change in the capital structure or composition of the issuer of the underlying security of an option class, or in other exceptional circumstances, SEOCH may make such adjustments to the terms and conditions of that option class as are, in its opinion, necessary or desirable to ensure that all parties to Contracts comprised in open positions in that option class are treated fairly. The Client agrees that all such adjustments shall be binding on the Client.
- 3A.7 **期權類別:** 該客戶確認，倘任何期權類別的正股發行機構的資本結構或組成有所改變或出現任何其他特殊情況，期權結算可對該期權類別的條款及條件作出其認為所需或合宜的調整，藉以確保該期權類別的未平倉交易合約的各方均獲公平對待。該客戶同意，所有有關調整對該客戶均具約束力。
- 3A.8 **Novation of Client Contracts:** UOBKH(HK)L may, where requested by the Client, and in accordance with the Client's instructions, request the give-up of Client Contracts of the Client to a different Options Trading Member. The Client agrees that, upon acceptance of such request, any Client Contract between UOBKH(HK)L and the Client shall, by operation of the Options Trading Rules and this Agreement, immediately be novated into a new Client Contract, on identical terms to that Client Contract, between the other Options Trading Member and the Client, as principals to such contract. If the request is not accepted, the original Client Contract shall remain in full force and effect, as if
- 3A.8 **該客戶合約之約務更替:** 倘該客戶提出請求，大華繼顯可按照該客戶指示要求放棄該客戶的該客戶合約，並給予不同的期權買賣會員。該客戶同意，於接納有關請求後，任何大華繼顯與該客戶訂立的任何該客戶合約，便立即約務更替，轉予由其他期權買賣會員與該客戶(以有關合約的主事人身分)訂立與該客戶合約完全相同條款的新該客戶合約。若不接納有關請求，原該客戶合約仍具有全部效力及作用，猶如不曾要求放棄一樣。

the give-up had never been requested.

- 3A.9 **Client not employee of other members:** The Client confirms that the Client is not an employee of any other Options Trading Member and that no employee of any other Options Trading Member will have a beneficial interest in the Account.
- 3A.10 **Client and UOBKH(HK)L contract as principals:** The Client understands that although all Options Contracts are to be executed on the Exchange, the Client and UOBKH(HK)L shall contract as principals under Client Contracts.
- 3A.11 **Product Specifications:** UOBKH(HK)L agrees to provide the Client, upon request, with the product specifications for Options Contracts.
- 4 **FURTHER TERMS AND CONDITIONS TO APPLY TO DISCRETIONARY ACCOUNTS**  
Where the Client (by notice given by any person or persons authorised to give instructions as provided in paragraph 2.2 above) requests and authorises UOBKH(HK)L to open and/or maintain and/or manage the Account on a discretionary basis (together and each, the "**Discretionary Account**"), the Account shall be designated in the books of UOBKH(HK)L as a discretionary account and the Client further agrees and confirms as follows:
- 4.1 **Appointment:** The Client hereby appoints UOBKH(HK)L as its agent and attorney for the purpose of investing and reinvesting (in a separate and distinctive portfolio) the Investment Assets in connection with the Discretionary Account. UOBKH(HK)L shall fully and comprehensively manage the Discretionary Account in respect of the Investment Assets on a discretionary basis.
- 4.2 **Investment Assets:** In this paragraph 4, "**Investment Assets**" shall consist of (a) all cash and investments of the Discretionary Account initially deposited with and/or assigned to UOBKH(HK)L by the Client and (b) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends, stock dividends and interest and bonus issues on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals therefrom.
- 4.3 **Investment Guidelines:** UOBKH(HK)L will invest the Investment Assets in accordance with the objective, guidelines and restrictions as set by the Client in the Client Information Statement (as hereinafter defined) and accepted by UOBKH(HK)L (the "**Investment Guidelines**"). The Client shall have the sole discretion to modify the Investment Guidelines from time to time by notice to UOBKH(HK)L, provided that the Client shall have consulted UOBKH(HK)L in advance and provided further that such modification made by the Client pursuant to this paragraph 4.3 shall become effective only upon UOBKH(HK)L giving its written consent to such modifications and shall become an integral part of this Agreement. For the avoidance of doubt, the Investment Guidelines shall not be regarded as having been breached by reason of changes in the price or value of the
- 3A.9 **該客戶並非其他會員之僱員：**該客戶確認，該客戶並非任何其他期權買賣會員的僱員，而任何其他期權買賣會員的任何僱員，並不擁有戶口的任何實益權益。
- 3A.10 **該客戶與大華繼顯均以主事人身分訂約：**該客戶明白，雖然所有期權合約均須於聯交所簽訂，但該客戶與大華繼顯均以主事人身分訂立該客戶合約。
- 3A.11 **產品說明：**該經紀同意將應該客戶請求，向該客戶提供期權合約的產品說明。
- 4 **適用於授權戶口的其他條款及細則**  
如該客戶（經由上文第 2.2 段所載的獲授權可給予指示大華繼顯的人士發出的通知）要求及授權大華繼顯以酌情方式開立及 / 或維持及 / 或管理該戶口（統稱及分別稱為該「**授權戶口**」），該戶口應在大華繼顯的簿冊中指定為授權戶口，該客戶茲同意及確認如下：
- 4.1 **委任：**該客戶茲委任大華繼顯為其代理人及受權人，以投資及再投資(用獨立的及不同的組合)該授權戶口有關的投資資產。該全權戶口的投資資產，完全及綜合地由大華繼顯酌情管理。
- 4.2 **投資資產：**在本段即第 4 段中，「**投資資產**」包括(a)該客戶最初存入及 / 或轉給大華繼顯的該授權戶口中全部現金及投資項目，以及(b)一切投資項目、再投資項目及出售前述項目所得款項，包括（但不限於）投資項目一切股息、股票股息及利息及紅利派發，以及一切升值及增添物，減除貶值及所提取者。
- 4.3 **投資指引：**大華繼顯將按該客戶在客戶資料聲明（見以下定義）中所述並獲大華繼顯接納的目標、指引及限制（「**該等投資指引**」），將投資資產用於投資。該客戶經通知大華繼顯後，可隨時全權酌情修訂投資指引，前提是該客戶已事先諮詢大華繼顯，而進一步的前提是該客戶按本第 4.3 段作出的有關修訂只會在大華繼顯對有關修訂給予其書面同意下生效，且有關修訂將為本協議的組成部分。為免生疑問，如純粹因為任何市場力量、市場波動或非大華繼顯所能合理控制的其他事故，致令投資資產價格或價值有變，不得視為違反投資指引論，而在管理委託戶口的過程中，大華繼顯並無義務調查或核實任何人士的信用可靠性或狀況，或任何文件的法律效力。

Investment Assets which are due solely to market forces or movements in any market or other events beyond the reasonable control of UOBKH(HK)L, and the UOBKH(HK)L shall not be under any obligation to investigate or verify the creditworthiness or status of any person or the legal validity of any document in managing the Discretionary Account.

4.4 **Management fees:** In consideration of UOBKH(HK)L providing management services on a discretionary basis for trading by the Client on the Discretionary Account, the Client agrees to pay UOBKH(HK)L such management fees as UOBKH(HK)L may require and notify to the Client from time to time.

4.5 **Other investment management services:** UOBKH(HK)L may act and continue to act as investment manager to other clients and nothing in this Agreement shall in any way be deemed to restrict the right of UOBKH(HK)L to perform investment management or other services for any person, and the performance of such services for any other person shall not be deemed to violate or give rise to any duty or obligation to the Client.

4.6 **UOBKH(HK)L may trade on own account:** Nothing in this Agreement shall limit or restrict UOBKH(HK)L or any of its affiliates from buying, selling or trading in any securities for its or their own account or accounts. The Client acknowledges that UOBKH(HK)L, its affiliates and their other clients may at any time have, acquire, increase, decrease or otherwise dispose of positions in investments which are at the same time being acquired or disposed of for the Discretionary Account of the Client. Neither UOBKH(HK)L nor any of its affiliates shall be liable to account to the Client for any profit, commission or remuneration arising out of or in connection with such transactions.

## 5 ACCOUNT OPENING INFORMATION

The Client confirms that the information contained in the separate client information sheet signed by way of identification by the Client (as amended from time to time in the manner contemplated in this paragraph 5, the "**Client Information Statement**") is true, complete, correct and accurate and may be relied upon by UOBKH(HK)L, as amended only by written notice from the Client to UOBKH(HK)L signed by any person(s) then authorised to give instructions pursuant to paragraph 2.2 above. The Client shall, through any such person(s), notify UOBKH(HK)L promptly of any amendments to such information.

If the Client does not promptly provide UOBKH(HK)L with any information, documentation or certifications/declarations requested by UOBKH(HK)L from time to time, UOBKH(HK)L may withhold (where required by the law, whether local or foreign) from any payment it would otherwise be required to make to the Client such sums as required by law.

## 6 FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A SOLE PROPRIETORSHIP ACCOUNT

Where the Client is a Proprietor, the Client further agrees and

4.4 **管理費：**鑒於大華繼顯為該授權戶口提供酌情管理服務，該客戶同意付予大華繼顯不時要求及通知該客戶的管理費。

4.5 **其他投資管理服務：**大華繼顯可擔當及繼續擔當其他客戶的投資經理，本協議中並無任何條文，在任何方面限制大華繼顯為任何人士執行投資管理或其他服務的權利；為任何其他人士履行該等服務，不得視為違反或產生對該客戶的職責或責任。

4.6 **大華繼顯可用本身戶口進行買賣：**本協議中並無任何條文，限定或限制大華繼顯或其任何聯營公司用本身戶口買賣任何證券。該客戶明白，大華繼顯、其聯營公司或彼等其他客戶可隨時持有、取得、增減或以其他方式變賣投資項目持倉，而該等投資項目，可能同時亦由該客戶的授權戶口取得或變賣。大華繼顯或其任何聯營公司均毋須就由有關交易產生或與之相關的任何利潤、佣金或酬金向該客戶解釋。

## 5 開戶資料

該客戶確認在客戶資料頁所填報及簽署作實的資料(「客戶資料聲明」，可按本段即第 5 段不時予以修訂)，為真實、完整、正確及準確，大華繼顯可依賴該等資料。資料如有修訂，該客戶必須採用書面形式，由根據上文第 2.2 段當時獲授權發出指示的人士簽署方為有效。該等資料如有修訂，該客戶必須立即透過任何該等人士，通知大華繼顯。

如該客戶不適時向大華繼顯提供大華繼顯不時要求的任何資料、文件或證明 / 聲明，則大華繼顯可(如本地或外國法例要求)從其理應向該客戶作出的任何付款中預扣法例要求的有關金額。

## 6 適用於獨資經營戶口的其他條款及細則

如該客戶為獨資經營者，該客戶又同意及

confirms as follows:-

- 6.1 **Client/Firm:** Nothing in this Agreement shall be construed so as to reduce or limit the liability of the Client to UOBKH(HK)L in respect of any obligations, indebtedness or liabilities incurred by or in the name of the Firm whether or not such liabilities, indebtedness or obligations were incurred under or in relation to this Agreement and it is expressly agreed that all references herein to "obligations", "indebtedness" or "liabilities" of the Client shall include any obligations, indebtedness or liabilities of the Firm to UOBKH(HK)L which may exist from time to time.
- 6.2 **Chop:** Any notice or written instruction given by the Client to UOBKH(HK)L shall be valid whether the same is given with or without the Firm's stamp or chop.
- 6.3 **Proprietor/Firm:** References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L or otherwise, shall include any account whether maintained by or in the name of the Proprietor or the Firm; and references to "securities", "cash" and "property" of the Client shall include any securities cash or property from time to time held for or on behalf of the Proprietor or the Firm.
- 6.4 **Client's addresses:** The obligations of UOBKH(HK)L to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of the Proprietor, the Firm or the Firm's lawful representative as any of such addresses appear from time to time on UOBKH(HK)L's records or by delivering the same to the Proprietor, the Firm or such representative or to any such address.
- 6.5 **Communications:** For the purposes of this Agreement, a notice or communication to the Client will be effectively given when mailed, delivered, sent or communicated to the Proprietor or the Firm in accordance with paragraph 3.21 hereof notwithstanding that such notice or communication has not been given to both the Proprietor and the Firm, and to the extent that any notice or demand shall not be required to be given to the Client hereunder no such notice or demand shall be required to be given to the Proprietor or the Firm.
- 6.6 **Power of attorney:** Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.28 hereof shall be effective appointment of UOBKH(HK)L as attorney for the Client to do any or all of the things referred to in that paragraph whether on behalf of the Firm or the Proprietor or both.

## 7 FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A JOINT ACCOUNT

Where the Client comprises Joint Account Holders, the Client further agrees and confirms as follows:-

- 7.1 **Client/Joint Account Holders:** References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L or otherwise, shall include any account maintained by or in the name of any of the Joint Account

確認如下：

- 6.1 **該客戶 / 商號：**本協議中並無任何條文應被解釋為減少或限制該客戶對大華繼顯的任何責任，如有關責任、債項或負債，是由該商號或以該商號名義產生，不論該等負債、債項或責任，是由本協議產生與否；茲明示同意，本協議中所指的該客戶的「責任」、「債項」或「負債」，應包括該商號對大華繼顯不時存在的責任、債項或負債。
- 6.2 **蓋章：**該客戶給予大華繼顯的任何通知或書面指示，不論有否蓋上該商號的印章或蓋章，均屬有效。
- 6.3 **獨資經營者 / 商號：**本協議所指該客戶在大華繼顯或其相關人士或其他人士維持的戶口(並非該戶口)，應包含不論以該獨資經營者或該商號名義與否維持的任何戶口；本協議中所指該客戶的「證券」、「現金」及「財產」，應包括不時為該獨資經營者或該商號持有的任何證券、現金或財產。
- 6.4 **該客戶地址：**大華繼顯交付股票或證券的責任，為把股票或證券，送到大華繼顯不時記錄的該獨資經營者、該商號或該商號法定代表的營業、住宅或郵寄地址，或交給該獨資經營者、該商號或該代表或送到任何該等地址。
- 6.5 **通訊文件：**就本協議而言，給予該客戶的通知或通訊文件，如按本協議第 3.21 段規定郵寄、交付、發送或傳送至該獨資經營者或該商號，即屬有效送達，不論該通知或通訊文件，有否同時發給該獨資經營者及該商號。如根據本協議無須發通知或要求發給該客戶，則無須發該等通知或要求給該獨資經營者或該商號。
- 6.6 **授權書：**如按本協議第 3.28 段規定，大華繼顯獲委任為受權人或代理人，則大華繼顯應有效地獲委任為該客戶的受權人，代該商號及 / 或該獨資經營者，作出該段所述的任何或一切事情。

## 7 適用於聯名戶口的其他條款及細則

如該客戶為聯名戶口持有人，該客戶又同意及確認如下：

- 7.1 **該客戶 / 聯名戶口持有人：**所指該客戶在大華繼顯或其相關人士或其他人士處維持的戶口(並非該戶口)，應包括由任何聯名戶口持有人或以其名義維持的任何戶口(不論是單獨或聯同所有其他聯名戶口持有)；所指該客戶的「證券」、「現金」

Holders whether solely or together with all other Joint Account Holders and references to "securities", "cash" and "property" of the Client shall include any securities cash or property from time to time held for or on behalf of any Joint Account Holder(s) and references to "indebtedness" of the Client shall to be joint indebtedness of the Joint Account Holders.

及「財產」，應包括不時為任何聯名戶口持有人持有的任何證券、現金或財產；所指該客戶的「債項」，應屬於聯名戶口持有人的共同債項。

7.2 **Combination of accounts:** The authority which the Client has given to UOBKH(HK)L in paragraph 3.9 hereof shall not entitle UOBKH(HK)L to combine or consolidate any account(s) in the joint names of the Joint Account Holders then in credit with any other account(s) in the name(s) of one or more of the Joint Account Holders (not being all of the Joint Account Holders) then in debit.

7.2 **合併戶口：**在本協議第 3.9 段授予大華繼顯的權力，並不賦予大華繼顯把聯名戶口持有人名下有貸方結餘的戶口，與一名或多名聯名戶口持有人(並非全體聯名戶口持有人)名下有借方結餘的其他戶口合併或綜合起來的權力。

7.3 **Client's addresses:** The obligation of UOBKH(HK)L to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of any of the Joint Account Holders as they appear from time to time on UOBKH(HK)L's records or by delivering the same to any Joint Account Holder or to any such address at UOBKH(HK)L's absolute discretion.

7.3 **該客戶地址：**大華繼顯交付股票或證券的責任，為把股票或證券，交付到大華繼顯不時記錄的任何聯名戶口持有人的營業、住宅或郵寄地址，或把股票或證券，交給任何聯名戶口持有人，或交付到大華繼顯全權酌情認為適當的地址。

7.4 **Communications:** For the purposes of this Agreement, a notice or communication to be given to the Client shall be effectively given when mailed, delivered, sent or communicated to any of the Joint Account Holders in accordance with paragraph 3.21 hereof and notwithstanding that such notice or communication has not been given to all Joint Account Holders, and to the extent that any notice or demand is not required to be given to the Client hereunder, no such notice or demand shall be required to be given to any of the Joint Account Holders.

7.4 **通訊文件：**就本協議而言，給予該客戶的通知或通訊文件，如按本協議第 3.21 段規定，郵寄、交付、發送或傳達至任何聯名戶口持有人，即屬有效送達，不論該項通知或通訊文件，有否發送給全體聯名戶口持有人；如根據本協議無須發該等通知或要求給該客戶，則無須發通知或要求給任何聯名戶口持有人。

7.5 **Power of attorney:** Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.28 hereof shall be effective appointment of UOBKH(HK)L as attorney for each Joint Account Holder to do any or all of the things referred to in that paragraph whether on behalf of the Client or any one Joint Account Holder or more than one Joint Account Holders.

7.5 **授權書：**如按本協議第 3.28 段規定，大華繼顯獲委任為受權人或代理人，則大華繼顯應有效地獲委任為各聯名戶口持有人的受權人，作出該段所載的任何或一切事情，不論是代表該客戶、任何一名聯名戶口持有人或超過一名聯名戶口持有人。

7.6 **Investor Compensation Fund claims:** The provisions of paragraph 3.36 hereof shall apply subjected to the maximum compensation limit as prescribed under the SFO for each of the Joint Account Holders on a per-investor basis.

7.6 **投資者賠償基金索償：**本協議第 3.36 段規定，應（在證券及期貨條例訂明的最高賠償限額的規限下）以每名投資者的方式適用於各聯名戶口持有人。

7.7 **Protection of UOBKH(HK)L's rights:** UOBKH(HK)L may grant time or other indulgence to any of the Joint Account Holders without impairing or affecting in any way any of UOBKH(HK)L's rights herein against any other Joint Account Holder. In the case of the death or incapacity of any or all of the Joint Account Holders, the liability of the estate of such deceased or incapacitated Joint Account Holder or Joint Account Holders (as the case may be) shall cease only with regard to transactions made with UOBKH(HK)L subsequent to the receipt by UOBKH(HK)L of written notice of the relevant death or incapacity, and UOBKH(HK)L's rights hereunder shall not be affected in any other way by any such death or incapacity.

7.7 **保障大華繼顯權利：**大華繼顯可給予時間或其他寬限給任何聯名戶口持有人，而不妨礙或影響大華繼顯對任何其他聯名戶口持有人採取行動的權利。如任何或全體聯名戶口持有人死亡或失去行為能力，該名已故聯名戶口持有人的遺產或失去行為能力的聯名戶口持有人（視乎情況而定），只終止對大華繼顯接獲死亡或失去行為能力書面通知後執行的交易承擔法律責任，大華繼顯在本協議項下權利，應不由於任何該持有人的死亡或失去行為能力而受任何影響。

- 7.8 **Joint and several liabilities:** The Client's liabilities and obligations arising hereunder shall be joint and several as between the Joint Account Holders. Each Joint Account Holder shall waive in favour of UOBKH(HK)L the right of proof in competition with UOBKH(HK)L in the bankruptcy or insolvency of any other Joint Account Holder(s) and no such Joint Account Holder shall take from another or others any kind of security without UOBKH(HK)L's consent.
- 7.8 **共同及分別責任：**該客戶在本協議項下的責任及義務，應由聯名戶口持有人共同及分別承擔。如任何其他聯名戶口持有人破產或失去償債能力，各聯名戶口持有人應放棄提出證明權利，不與大華繼顯競爭利益；未得或大華繼顯同意，各聯名戶口持有人不得收取另一名或其他聯名戶口持有人的任何抵押品。
- 8 **FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A PARTNERSHIP ACCOUNT**
- 8 **適用於合夥經營戶口的其他條款及細則**
- Where the Client comprises the Partners, the Client further agrees and confirms as follows:-
- 如該客戶為合夥人，該客戶又同意及確認如下：
- 8.1 **Client/Partnership:** The Partners of the Partnership shall be jointly and severally liable for the Account and for all obligations, indebtedness and liabilities to UOBKH(HK)L incurred by the Partnership whether or not so incurred under or in respect of this Agreement.
- 8.1 **該客戶 / 合夥企業：**該合夥企業的合夥人，應就該戶口及該合夥企業對大華繼顯所產生的一切責任、債項及債務，共同及分別承擔法律責任，不論是否因為本協議而產生。
- 8.2 **Chop:** Any notice or written instruction given by the Client to UOBKH(HK)L under this Agreement shall be valid whether such notice or instruction is given with or without the Partnership's stamp or chop.
- 8.2 **蓋章：**該客戶按本協議給予大華繼顯的任何通知或書面指示，不論有否蓋上該合夥企業的印章或蓋章，均屬有效。
- 8.3 **Partners/Partnership:** References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L or otherwise, shall include any account maintained by or in the name of any of the Partners and references to "securities", "cash", and "property" of the Client shall include any securities, cash or property from time to time held for or on behalf of any one or more of the Partners or the Partnership.
- 8.3 **合夥人 / 合夥企業：**所指該客戶與大華繼顯、其相關人士或其他人士維持的戶口(並非該戶口)，應包括由任何合夥人或以其名義維持的戶口；所指該客戶的「證券」、「現金」及「財產」，應包括不時為任何一名或更多合夥人或該合夥企業持有的任何證券、現金或財產。
- 8.4 **Combination of accounts:** The authority which the Client has given to UOBKH(HK)L in paragraph 3.9 hereof shall not entitle UOBKH(HK)L to combine or consolidate any account(s) in the name of the Partnership then in credit with any account(s) in the name(s) of any one of more of the Partners (not being all of the Partners) then in debit.
- 8.4 **合併戶口：**在本協議第 3.9 段授予大華繼顯的權力，並不賦予大華繼顯把該合夥企業名下有貸方結餘的戶口，與一名或多名合夥人(並非全體合夥人)名下當時有借方結餘的戶口合併或綜合起來的權力。
- 8.5 **Client's addresses:** The obligations of UOBKH(HK)L to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of any of the Partners or to the Partnership as they appear from time to time on UOBKH(HK)L's records or by delivering the same to any Partner or any such address at UOBKH(HK)L's absolute discretion.
- 8.5 **該客戶地址：**大華繼顯交付股票或證券的責任，為把股票或證券交付到大華繼顯不時記錄的任何合夥人或該合夥企業的營業、住宅或郵寄地址，或由大華繼顯全權酌情交付到任何合夥人或送到任何地址。
- 8.6 **Communications:** For the purpose of this Agreement, a notice or communication to be given to the Client will be effectively given when mailed, delivered, sent or communicated to any of the Partners or to the Partnership in accordance with paragraph 3.21 hereof and notwithstanding that such notice or communication
- 8.6 **通訊文件：**就本協議而言，給予給該客戶的通知或通訊文件，如按本協議第 3.21 段規定，郵寄、交付、發送或傳達至任何合夥人或該合夥企業，即屬於有效送達，不論該項通知或通訊文件，有否發送給全體合夥人；如根據協議規定無須發該等通知或要求給該客戶，則無須發該通知或要求

- has not been given to all of the Partners, and to the extent that any notice or demand shall not be required to be given to the Client hereunder, no such notice or demand shall be required to be given to any of the Partners.
- 8.7 **Power of attorney:** Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.28 hereof shall be effective appointment of UOBKH(HK)L as attorney for each Partner to do any or all of the things referred to in that paragraph whether on behalf of the Partnership or any one or more of the Partners.
- 8.8 **Investor Compensation fund claims:** The provisions of paragraph 3.36 hereof shall apply equally in respect of claims that may be made or which are made by any or all of the Partners.
- 8.9 **Protection of UOBKH(HK)L's rights:** This Agreement shall enure to the benefit of and be binding on the Partners and their respective executors, administrators, successors and assigns. UOBKH(HK)L may grant time or indulgence to any of the Partners without impairing or affecting in any way any of UOBKH(HK)L's rights herein against any of the other Partners. The dissolution of the Firm for whatever reason shall not affect the liabilities of the Partners individually or jointly until UOBKH(HK)L shall have received written notice from any of the Partners to such effect, but no notice shall affect the Partners' liability jointly or severally for any transaction made with UOBKH(HK)L prior to UOBKH(HK)L's receiving the said notice and in the case of the death of a Partner, the liability of the estate of the deceased Partner shall cease only with regard to transactions made with UOBKH(HK)L subsequent to the receipt by UOBKH(HK)L of written notice of the death of the deceased Partner. Notwithstanding the foregoing, upon any Partner ceasing to be a member of the Firm by death or otherwise UOBKH(HK)L may in the absence of written notice to the contrary from any Partner or the legal personal representative(s) or trustee(s) of any Partner treat the surviving or continuing Partner(s) or other partner(s) for the time being as having full power to carry on the business of the Firm and to deal with its assets freely as though there had been no change in the Firm.
- 8.10 **Joint and several liabilities:** The Client's liabilities and obligations hereunder shall be joint and several as between each of the Partners. Each Partner shall waive in favour of UOBKH(HK)L the right of proof in competition with UOBKH(HK)L in the bankruptcy or insolvency of any or all of the other Partners and no Partner shall take from the other or others any kind of security without UOBKH(HK)L's consent.
- 給任何合夥人。
- 8.7 **授權書：**如按本協議第 3.28 段規定，大華繼顯獲委任為受權人或代理人，則大華繼顯應有效地獲委任為各合夥人的受權人，作出該段所載的任何或一切事情，不論是代表該合夥企業或任何一名或多名合夥人。
- 8.8 **投資者賠償基金索償：**本協議第 3.36 段規定，應同樣適用於由任何或全體合夥人可能提出或提出的索償。
- 8.9 **保障大華繼顯權利：**本協議應對合夥人及彼等的遺囑執行人、遺產管理人、繼承人及受讓人均有約束力，前述人士均受惠於本協議項下的利益。大華繼顯可給予時間或其他寬限給任何合夥人，而不妨礙或影響大華繼顯對任何其他合夥人採取行動的權利。如該商號因任何原因解散，並不影響合夥人的個別或共同法律責任，直至大華繼顯收到任何合夥人的解散書面通知，但該項通知，不得影響在大華繼顯收到有關通知前就所執行的交易，合夥人須共同或分別承擔的責任。如任何合夥人死亡，該名已故合夥人的遺產，只終止對在大華繼顯接獲死亡書面通知後執行的交易承擔法律責任。縱使上文另有規定，一旦任何合夥人因死亡或其他原因，終止擔任該商號成員，大華繼顯如沒有收到任何合夥人或其法定遺產代理人或受託人相反書面通知，可視在生或留任合夥人或當時其他合夥人為具有充份權力經營該商號業務，以及可自由處置該商號資產，猶如該商號並未轉變。
- 8.10 **共同及分別責任：**該客戶在本協議項下的責任及義務，應由各合夥人共同及分別承擔。如任何或全體合夥人破產或失去償債能力，各合夥人應放棄提出證明權利，不與大華繼顯競爭利益；未得大華繼顯同意，各合夥人不得收取另一名或其他合夥人的任何抵押品。

# MARGIN CLIENT AGREEMENT

(Applicable to Individual / Sole Proprietorship / Joint / Partnership / Corporate Accounts)

## 保證金客戶協議(適用於個人、獨資經營、聯名、合夥經營及公司戶口)

To: UOB KAY HIAN (HONG KONG) LIMITED ("Broker"), whose CE number is AAW261 and who is a participant of the Stock Exchange of Hong Kong Limited ("the Exchange"), and being a licensed corporation under the Securities and Futures Ordinance ("SFO") (Cap.571) licensed to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) of the regulated activities and registered as such with the Securities and Futures Commission ("SFC"), having its registered office at 6/F, Harcourt House, 39 Gloucester Road, Hong Kong. Any reference to "UOB Kay Hian Group Companies" herein means UOB Kay Hian (Hong Kong) Limited, UOB Kay Hian Private Limited, UOB Kay Hian Futures (Hong Kong) Limited, UOB Kay Hian Finance Limited, UOB Kay Hian Asia Limited, UOB Kay Hian Overseas Limited and other Associated Companies (as defined below) of the Broker.

致：大華繼顯(香港)有限公司(「經紀」)，證監會中央編號為 AAW261。它是香港聯合交易所有限公司(「聯交所」)的交易所參與者，亦是按證券及期貨條例(第五七一章)獲發牌進行第 1 類受規管活動(證券交易)、第 4 類受規管活動(就證券提供意見)及第 6 類受規管活動(就機構融資提供意見)的發牌團體，並已於證券及期貨事務監察委員會(「證監會」)註冊，其註冊辦事處設於香港告士打道 39 號夏慤大廈 6 樓。於此對「大華繼顯集團公司」的提述是指大華繼顯(香港)有限公司、大華繼顯私人有限公司、大華繼顯期貨(香港)有限公司、大華繼顯財務有限公司、大華繼顯亞洲有限公司、大華繼顯海外有限公司及經紀的其他聯營公司(定義見下文)。

### 1 THE CLIENT

In this Agreement the "Client" shall mean, as the case may be:-

- 1.1 **Personal account:** the person whose name is specified on the signature page below, entering into this Agreement with the Broker to open and/or maintain one or more personal account(s);
- 1.2 **Sole proprietorship account:** the firm named on the signature page below (the "Firm") and the person, being the sole proprietor of and carrying on business under the name of the Firm, whose names are specified on the signature page below (the "Proprietor") entering into this Agreement with the Broker to open and/or maintain one or more sole proprietorship accounts for the Firm;
- 1.3 **Joint account:** the persons, acting jointly and severally, whose names are specified on the signature page below (the "Joint Account Holders") and each of them entering into this Agreement with the Broker to open and/or maintain one or more joint account(s);
- 1.4 **Partnership account:** the partnership named on the signature page below (the "Partnership") and the persons, being all partners of and carrying on business under the name of the Partnership and acting jointly and severally, whose names are specified on the signature page below (the "Partners") entering into this Agreement with the Broker to open and/or maintain one or more partnership accounts for the Partnership; or
- 1.5 **Corporate account:** the company whose name is specified on the signature page below, entering into this Agreement with the Broker to open and/or maintain one or more corporate account(s).

### 1 客戶

在本協議中，「該客戶」指(視乎情況而定)：

- 1.1 **個人戶口：**與經紀訂立本協議，以開立及/或維持一個或更多個人戶口的人士(其姓名載於後頁簽署欄)；
- 1.2 **獨資經營戶口：**後頁簽署欄中所載之商號(「該商號」)，以及作為該商號獨資經營者並以該商號名義經營業務的人士，彼等姓名載於後頁簽署欄(「該獨資經營者」)，並由該名人士與經紀訂立本協議，為該商號開立及/或維持一個或更多獨資經營戶口；
- 1.3 **聯名戶口：**各自與經紀訂立本協議，以開立及/或維持一個或更多聯名戶口的該等人士(共同及分別地行事，彼等姓名載於後頁簽署欄(「聯名戶口持有人」))；
- 1.4 **合夥經營戶口：**後頁簽署欄所載之合夥經營企業(「合夥經營企業」)及該合夥經營企業全體合夥人及以該合夥經營企業名義經營業務的人士(彼等姓名載於後頁簽署欄，「合夥人」)，彼等共同及分別行事並各自與經紀訂立本協議，為該合夥經營企業開立及/或維持一個或更多合夥經營戶口；或
- 1.5 **公司戶口：**與經紀訂立本協議，以開立及/或維持一個或更多公司戶口的公司(其姓名載於後頁簽署欄)。



## 2 MANDATE

The Client hereby requests and authorises the Broker as follows:-

2.1 **Accounts:** To open and/or maintain one or more account(s) in Hong Kong acceptable to the Broker in the Client's name (1) for trading securities (together and each, the "Securities Account"), including without limitation, securities traded on the Growth Enterprise Market ("GEM") or the Main Board operated by The Stock Exchange of Hong Kong Limited (the "Exchange") and (2) for the provision of margin finance for such trading (together and each, the "Finance Account").

2.2 **Instructions and receipts:** To honour and comply with all instructions (given by telephone, telex, fax, electronic mail or other electronic transmission, letter or otherwise) in connection with the Securities Account or the Finance Account or the Client's securities trading or the financing thereof (for all of which the Client shall be liable), in particular with regard to:-

- (a) the purchase and sale of or other dealing in securities, the deposit of margin and the withdrawal of funds from the Securities Account or the Finance Account;
- (b) the delivery or disposal of or dealing with all or any securities, deeds, documents or other property whatsoever in the possession of the Broker from time to time, whether held by way of margin, security, safe custody or otherwise;
- (c) the countermanding of any instructions hereunder before it is effected when such instructions are given and signed by the Client;
- (d) the giving and/or renewal of the authorities referred to paragraph 3.7;

and to accept all receipts as a valid discharge to the Broker for all moneys or securities owing or held by the Broker or its nominees in connection with the Securities Account or the Finance Account, if the same are believed by the Broker to be genuine and to be given, signed or executed by the number of named account holder(s)/partner(s) specified at the Client Information Statement (as have after defined) or by the number of other named person(s) (if any) specified at the Client Information Statement or by any other person individual or individuals who have been designated by or duly authorised by the Client pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to the Broker to act on behalf of the Client (together "authorised persons"), without the Broker being responsible for the consequences of any action or inaction in reliance thereon.

## 2 委託書

該客戶特此請求及授權經紀：

2.1 **戶口：**以該客戶名義在香港開立及 / 或維持一個或多於一個獲得經紀接納的戶口(1)以進行證券 (包括 (但不限於) 在香港聯合交易所有限公司 (「聯交所」) 創業板市場 (「創業板」) 或主板買賣的證券) 買賣戶口 (統稱及個別稱為「證券戶口」) 及(2)作為提供有關買賣的孖展融資的戶口 (統稱及個別稱為「融資戶口」)。

2.2 **指示與收款：**執行及遵行與證券戶口、融資戶口或該客戶的證券買賣及其融資有關 (經電話、電傳、傳真、電郵或其他電子傳輸、信件或其他方式發出) 的所有指示 (該客戶須承擔所有指示的責任) · 尤其是以下各項：

- (a) 證券戶口或融資戶口的證券買賣或其他交易、存入保證金及提取款項；
- (b) 交付或處理或處置由經紀不時管有的所有或任何該證券、契約、文件或任何其他財物，不論以保證金、抵押、穩妥保管或其他方式持有亦然；
- (c) 當客戶給予並簽署有關指示時，在執行任何指示前，撤銷本協議項下的任何指示；
- (d) 按照本份協議第 3.7 段的權力授予及 / 或更新；

並接納所有指示的收訖為有效履行對經紀或其代名人關於證券戶口或融資戶口所欠或持有的一切款項或證券的責任，如經紀相信該等指示是真實的，同時是由該客戶資料聲明所載戶口持有人 / 合夥人發出簽署或簽立，或由該客戶資料聲明所載述其他人士 (如有) 發出簽署或簽立，或根據必須的公司或他行動 (須由交給經紀並獲經紀接納的適當的文件證明) 獲該客戶指定或正式授權代表該客戶行事的任何其他一名或多名個人 (統稱「獲授權人士」) 發出簽署或簽立，經紀無須承擔因依照指示行動或不行動引致的後果。

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| 2.3 | Any reference in this Agreement to instructions from of signatures of the Client, however expressed, shall include instructions from or signatures of the Client' s authorised person, save where otherwise expressly indicated.   | 2.3 | 在本協議中，凡提述該客戶的指示或簽名（不論如何表達）將（除另行明確指明外）包括該客戶的獲授權人士的指示或簽名。  |
| 2.4 | The Client agrees and acknowledges that it will ratify and confirm any instruction given or purported to be given by an authorised person if such instructions are given by the authorised person and received by the Broker receives notice of revocation of the authorisation of the authorised person.  | 2.4 | 如有關指示由獲授權人士發出並由經紀接獲，而經紀收到撤回該獲授權人士的授權的通知，則該客戶同意並確認其將追認並確認由（或宣稱由）一名獲授權人士給予的任何指示。   |
| 2.5 | The Broker may at the time, without any liability and without giving any reasons to the Client, refuse to carry out any instruction from the Client (in particular, where the Broker suspects that any fraud and/or illegality are involved). The Client acknowledges that the Broker is subject to the anti-money laundering, suppression of terrorist financing, suspicious transaction reporting laws and regulations of Hong Kong and any other applicable jurisdiction. The Client agrees to provide any information requested by the Broker for the purposes of complying with any such laws and regulations in respect of any Securities Account or Finance Account and/or services provided to the Client.   | 2.5 | 經紀可在任何時間，在沒有任何責任並在不給予客戶任何理由下，拒絕執行該客戶的任何指示（尤其，當經紀懷疑涉及任何欺詐及/或非法行為時）。客戶承認經紀受香港及任何其他適用的司法管轄區關於反洗黑錢、打擊恐怖份子資金籌集、可疑交易匯報法例及規例的規限。該客戶同意提供經紀要求的任何資料，以便遵守關於任何證券戶口或融資戶口及/或向該客戶提供服務的任何有關法例及規例。  |
| 2.6 | <b>Money transfers:</b> Without prejudice to the other authorities granted to the Broker, the Client hereby grants to the Broker the authority to, on the Client's behalf, request any other company whose ultimate holding company is for the time being also the Broker's ultimate holding company (an " <b>Associated Company</b> ") to pay to the Broker for credit to the Securities Account or the Finance Account all or part of the amount from time to time owed by the Client to the Broker, any such payment to constitute (in the relevant Associated Company's sole determination) either a transfer of the amount thereof from the Client's account(s) with the relevant Associated Company to the Securities Account or the Finance Account or an advance of such amount by the relevant Associated Company to the Client or a combination of the same. | 2.6 | <b>轉賬款項：</b> 在不損及授予經紀的其他授權下，該客戶謹此授予經紀授權代表該客戶請求與經紀具有同一最終控股公司的任何其他公司（「 <b>聯營公司</b> 」），將該客戶不時所欠經紀的全部或部分欠款付給經紀，藉以將有關款項記入證券戶口或融資戶口的貸方，而任何有關付款，應構成（有關聯營公司可獨自決定）從在有關聯營公司開立的該客戶戶口轉入證券戶口或融資戶口的轉賬款項，或有關聯營公司借予該客戶的有關金額貸款，又或上述兩者的組合。 |

In this Agreement, "securities" means stocks, shares, bonds, warrants, options, notes, units and other equity or debt securities or instruments, except to the extent excluded by applicable laws and regulations, in each case whether constituted, evidenced or represented by a certificate or other document or by an entry in the accounts of the issuer, a clearing house, a depository, a custodian or any other person or otherwise, and rights against clearing houses, depositories, custodians or other persons holding any such securities or instruments.

在本協議中，「證券」指（除適用法例及規例排除者外）股份、股票、債券、認股權證、期權、票據、單位及其他股權或債項證券或各類金融工具，就每種情況而言，不論是否以證明書或其他文件設立、證明或代表，亦不論是否以發行機構、結算所、存託處、保管人或任何其他人士的戶口列項或其他方式設立、證明或表示，亦不論是否以對持有任何有關證券或各類金融工具的結算所、存託處、保管人或任何其他人士享有的行使權利、證明或代表。

### 3 TERMS AND CONDITIONS

The Client agrees and confirms that the terms and conditions set forth in this Agreement and any supplement and/or amendment thereto shall apply to each and every Securities Account and/or Finance Account now or subsequently opened and maintained with the Broker and all services made available by the Broker to the Client.

**3.1 Instructions:** The Broker is authorised to, in relation to the operation of the Securities Account and/or the Finance Account, rely upon and act in accordance with any oral, telex, fax, electronic mail or other electronically transmitted instructions without any further authority from the Client or any further notice to or from the Client. The Broker may in its absolute discretion (but not obliged) to require written confirmation from the Client with respect to any oral, telex, fax, electronic mail or other electronically transmitted instructions within such period as the Broker may specify, provided that the Client's failure or delay to provide written confirmation will not prejudice the Broker's authority in relying upon or acting in accordance with any such instructions. Without limitation to the generality of paragraph 3.15, the Client shall indemnify the Broker and to keep the Broker indemnified against any losses, claims, actions, proceedings, demands, damages, costs or expenses incurred or sustained by the Broker of whatever nature and howsoever arising out of or in connection with acting in accordance with any such instruction. The Client agrees to perform and ratify any contract entered into or action taken by the Broker as a result of any such instruction; and in doing so, the Broker shall not be liable or responsible for any losses, damages, claims, costs or expenses incurred by the Client.

**3.2 Closure of accounts:** Without prejudice to any of the Broker's other rights, the Broker shall be entitled at any time (without liability on the Broker's and without assigning any reason therefor) to refuse to act on any particular instructions (including any instructions countermanding other instructions) and/or, on at least 2 business days' notice in writing, to close the Securities Account(s) or the Finance Account(s), close or otherwise realize the outstanding positions with respect to any transaction, accelerate all liabilities of the Client to the Broker so that they shall become immediately due and payable and terminate the Broker's relationship with the Client. No such termination under this paragraph 3.2 of this Agreement shall in any way prejudice or affect any transaction which shall have been effected by the Broker for and on behalf of the Client, and the rights and obligations of the Broker and the Client under this Agreement shall not be affected to the extent permitted under applicable laws and regulations.

### 3 條款及條件

該客戶同意及確認本協議及其任何補充協議及 / 或修訂所載的條款及細則適用於現時或隨後於經紀開立及維持的每個證券戶口及 / 或融資戶口，以及經紀向該客戶提供的所有服務。

**3.1 指示：**就操作戶口而言，經紀獲授權在毋須該客戶的任何進一步授權，或來自或向該客戶發出的任何進一步通知下，倚賴並按照任何口頭、電傳、傳真、電子郵件或其他以電子方式傳送的指示行事。經紀獲可全權酌情（但無責任）要求該客戶在經紀獲指明的期限內，就任何口頭、電傳、傳真、電子郵件或其他以電子方式傳送的指示發出書面確認，但該該客戶如未有或延遲提供書面確認，也不會妨礙經紀倚賴或按照任何有關指示行事的權限。在不限制第 3.15 條的一般性下，經紀因按照任何該等指示行事所承受或蒙受的任何性質及不論如何產生的任何損失、索償、法律行動、法律程序、要求、損害、成本或支出，該客戶須向經紀作出彌償並確保經紀一直獲得彌償。該客戶同意履行並追認經紀因任何有關指示而訂立的任何合約或採取的任何行動，而就此而言，經紀毋須為該客戶產生的任何損失、損害、索償、成本或開支負責。

**3.2 結束戶口：**在不損及經紀的任何其他權利下，經紀有權於任何時間（經紀無須承擔有關責任及同時無須申述理由）拒絕執行任何特定指示（包括撤銷其他指示的任何指示）行事及 / 或經發出至少兩個營業日的書面通知後，結束該證券戶口或融資戶口、結束或變現任何交易的未完成倉盤、加速清償該客戶欠經紀的所有負債，致使其即時到期並須予償還及終止經紀與該客戶之間的關係。根據本協議第 3.2 段終止與該客戶關係並不會損及或影響經紀於有關終止之前代表該客戶完成的任何交易，而在適用法例及規例允許的範圍內，經紀及該客戶在本協議下的權利及責任將不會受影響。

- 3.3 **Client acts as principal and is true owner of accounts:** The Client will notify the Broker that it is acting as an agent for others when giving to the Broker any instruction in respect of which the Client is so acting as an agent, in which event the provisions of paragraphs 3.23 to 3.28 of this Agreement shall apply. Accordingly, unless the Client expressly notifies the Broker to the contrary, the Broker may assume that the Client is acting as principal and not as agent for others and the Client warrants that the Client is the true owner of the Securities Account and the Finance Account and that the Client is not holding any such account on behalf of or for the benefit of any other person.
- 3.3 **該客戶以主事人身分行事並為戶口之真正擁有人：**如該客戶以代理人身分代表其他人士向經紀發出以此身分而作出的任何指示，該客戶會將此事通知經紀；而在此情況下，本協議第 3.23 至 3.28 段的規定應告適用。因此，除非該客戶明確地給予經紀相反的通知，否則經紀可假定該客戶乃以主事人而非代理人身分行事。該客戶保證，該客戶是證券戶口及融資戶口的真正擁有人，而該客戶並非代表任何其他人士或為任何其他人士的利益持有任何有關戶口。
- 3.4 **Risks and Independent Judgement:** The Client represents, warrants and undertakes that the Client has read and understood the Risk Disclosure Statement (as set out Appendix I of this Agreement). Subject to paragraph 3.4A and as may be otherwise agreed between the Client and the Broker, the Client acknowledges that the Broker will not provide the Client with any implication, representation, guarantee or warranty advice regarding the price, merits, suitability, profitability, tax, legal or accounting consequence of any transaction or investment strategy. Further, any advice or information provided by the Broker, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction. Subject to paragraph 3.4A, the Client acknowledges that trading decisions regarding the conduct of a transaction are made by the Client in the Client's sole judgment and the Client shall take full responsibility for such decisions and will at no time hold the Broker responsible in any manner whatsoever for any losses resulting from any such decision.
- 3.4 **風險及獨立判斷：**該客戶陳述、保證及承諾其已閱讀並明白風險披露聲明（載於本協議附件一）。除第 3.4A 段另有規定及該客戶與經紀可能另行同意外，該客戶確認經紀將不會向該客戶提供有關任何交易或投資策略的價格、利弊、適合性、盈利能力、稅項、法律或會計後果的任何意義、陳述、擔保或保證。此外，由經紀、經紀的董事、高級職員、雇員或代理人提供的任何意見或資料（不論是否被要求的）都不應構成進行交易的要約。除第 3.4A 段另有規定，該客戶確認交易決定全憑該客戶本人按其個人判斷所作，而客戶須對有關決定承擔全部責任，且將不會在任何時間使經紀須以任何方式就任何有關決定引致的任何損失負責。
- 3.4A If the broker solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the broker may ask the Client to sign and no statement the broker may ask the Client to make derogates from this clause. For the purpose of this Clause, "financial product" has the meaning assigned to it under the SFO. For the avoidance of doubt, this requirement only applies to financial products in the context of regulated activities carried on by licensed or registered persons.
- 3.4A 假如經紀向該客戶招攬銷售或建議任何金融產品，該金融產品必須是經紀經考慮該客戶的財政狀況、投資經驗及投資目標後而認為合理地適合該客戶的。本協議的其他條文或任何其他經紀可能要求該客戶簽署的文件及經紀可能要求閣下作出的聲明概不會減損本條款的效力。就本條的目的而言，“金融產品”具有《證券及期貨條例》給予該詞的涵義。為免生疑問，本規定只適用於與持牌人或註冊所進行的受規管活動有關的金融產品。
- 3.4B Paragraph 3.4A shall not apply where Client is (i) an "Institutional Professional Investor" or (ii) a "Corporate Professional Investor" which meets the requirements under paragraphs 15.3A and 15.3B of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commissions" and accepts to be treated as a professional investor under the relevant rules, in which case the Client shall make its own judgment and decisions independently without reliance on the broker or or any UOB Kay Hian Group Companies in its decisions in relation to dealing in securities.
- 3.4B 第 3.4A 段將不適用於以下情況：如客戶為(i)「機構專業投資者」或(ii)符合「證券及期貨事務監察委員會持牌人或註冊人操守準則」內第 15.3A 及 15.3B 段的規定及同意根據相關規則被視為專業投資者的「法團專業投資者」。在上述情況客戶應作出獨立判斷及決定有關證券交易之事宜，而不應依賴經紀或任何大華繼顯集團公司。

3.5 **Laws, rules and regulations:** This Agreement, all relationships between the Client and the Broker, the Client and the Broker's rights and obligations and all transactions with respect to securities made for or on the Client's behalf shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and The SEHK Options Clearing House Limited ("SEOCH")) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable as amended from time to time. The Broker is authorised to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. The Client shall be bound by all the Broker's rules and regulations applicable from time to time to the Securities Account or the Finance Account or the Client's securities trading or the financing of such trading. The Broker or any Associated Company may be the counterparty to any transaction effected by the Broker on the Client's behalf.

3.6 **Set-off and Combination of accounts and application of balances:**

3.6.1 Without prejudice and in addition to other rights and remedies (including without limitation to other rights of set-off) which the Broker may have, the Client hereby irrevocably authorises the Broker and/or any UOB Kay Hian Group Companies (for itself or for its or their respective agents) may at any time or times in its or their absolute discretion without notice to the Client:

- (a) to combine or consolidate all or any of the Client's accounts (including the Securities Account and the Finance Account) of whatsoever nature and any account guaranteed by the Client with, and liabilities to, the Broker and/or any of the UOB Kay Hian Group Companies; and/or
- (b) set-off or transfer any moneys, accounts, futures/options contracts, Client's securities, and/or other property in any of the Securities Account and/or Finance Account and/or Client's account with the Broker and/or any of the UOB Kay Hian Group Companies and to sell any or all such securities, futures/options contracts, and/or other property in any of the Securities Account and/or Finance Account and/or Client's account with the Broker and/or any of the UOB Kay Hian Group Companies and to appropriate or apply any such moneys, net proceeds and/or credit balance to which the Client is entitled from time to time (whether on the Securities Account, the Finance Account or otherwise and including all deposits, unmatured or otherwise, and any funds transferred to the Securities Account or the Finance Account pursuant to an instruction given under paragraph 3.12 of this Agreement, and whether subject to notice or not and in whatsoever currency) in or towards satisfaction of all or any of the Client's indebtedness, liabilities or obligations to the Broker whatsoever (whether on the Securities Account, the Finance

3.5 **法律、規則與規例：**本協議、該客戶與經紀的所有關係、該客戶與經紀的權利及義務、及代表該客戶作出與證券有關的一切交易，均受作出有關交易的交易所或市場及其結算所（如有）（包括（但不限於）聯交所、香港中央結算有限公司（「香港結算」）及香港聯交所期權結算有限公司（「期權結算」））不時生效的章程、附例、規則、裁決、規例、交易徵費及其他徵費、行規及慣例（包括（但不限於）與買賣及結算有關者）規限，亦須受經不時修訂的任何政府或監管機構的一切適用法律、規例及命令規限。經紀獲授權按照有關交易所、市場或結算所訂明的規則收取任何有關交易徵費或其他徵費。該客戶受不時適用於證券戶口、融資戶口或該客戶的證券買賣或有關買賣的融資的所有經紀規則及規例約束。經紀或任何聯營公司均可成為經紀代表該客戶所完成任何交易的對方。

3.6 **抵銷和合併戶口及運用結餘：**

3.6.1 在不損害和另外於其他大華繼顯的權利和補救（包括（但不限於）其他的抵銷權利），該客戶特此不可撤銷地授權經紀及/或任何大華繼顯集團公司（為本身或為其分別的代理人）在任何時間或時段無須給予該客戶通知運用其絕對酌情決定權。

- (a) 合併或統一該客戶在經紀及/或任何大華繼顯集團公司的所有或任何的種類的戶口（包括證券戶口和融資戶口）和任何客戶所擔保的戶口；及/或
- (b) 抵銷或移轉該戶口及/或該客戶在經紀及/或任何大華繼顯集團公司的任何的證券戶口和融資戶口的任何款項、戶口、期貨/期權合約、客戶證券及/或其他財產，並出該客戶在經紀及/或任何大華繼顯集團公司的任何的證券戶口及/或融資戶口及/或該客戶的戶口的前述的一些或全部的證券、期貨/期權合約、及/或其他財產，並撥付或運用該客戶不時獲得的前述任何款項，淨得益及/或貸餘（無論是證券戶口、融資戶口與否，並包括所有存款，到期與否，和按照本協議第 3.12 段的指令的任何移轉到證券戶口或融資戶口的款項，及無論在有或沒有通知之下，及以任何貨幣單位）來償還該客戶對經紀所負的任何或全部的債務，負債或義務（無論是證券戶口、融資戶口與否，及無論是實際或待確定，現在或未來，

Account or otherwise and whether actual or contingent, present or future, primary or collateral, secured and unsecured, and several or joint). The Broker may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by the Broker at the spot rate of exchange (as conclusively determined by the Broker) prevailing in such foreign exchange market as the Broker shall determine to be relevant on the date of such purchase.

3.6.2 Without limiting or affecting the provisions of this Agreement, the Broker is hereby specifically authorised to transfer any sum or sums among the different accounts or the Securities Account or Finance Account that the Client has opened and maintained with the Broker or any of other UOB Kay Hian Group Companies.

3.6.3 The right of set-off in paragraph 3.6 of this Agreement is a continuing right and is to be in addition and without prejudice to any rights the Broker may be entitled to under this Agreement and the applicable law and regulations.

3.6.4 [Deleted]

3.6.5 In respect of any payments to set-off any indebtedness, liabilities or obligations of the Client to any other UOB Kay Hian Group Companies, the Broker enters into this paragraph 3.6.5 for itself and as agent for the other UOB Kay Hian Group Companies, and the terms of this paragraph shall apply to, and be conferred on the other UOB Kay Hian Group Companies, all of which shall be entitled to enforce and enjoy the benefit of this paragraph to the fullest extent permitted by the applicable law and regulations.

3.7 **Authority to lend, charge etc Client's securities:** Without prejudice to the other authorities conferred upon the Broker hereunder and in each case as a transaction independent of any other transaction entered into between the Broker and the Client or by the Broker on the Client's behalf, the Broker is authorised on the Client's behalf to part with possession and/or control of all or any securities held by the Broker or its nominees for or on account of the Client and in connection therewith to lend, sell, deposit, charge and re-charge, pledge and re-pledge all or any such securities in each case in accordance with any authorisation given by the Client to the Broker from time to time.

3.8 **Commissions, expenses etc:** The Broker may impose and the Client will pay to the Broker all commissions incurred by the Client or the Broker for the purchase or sale of securities, including all commissions that may be incurred by the Broker for selling or purchasing securities pursuant to paragraphs 3.6, 3.7 or 10.5 of this Agreement, any service provided by the Broker or action taken by the Broker in carrying out any instruction relating to the Securities Account or the Finance Account, and any expenses related to the custody of any securities. The Client undertakes to indemnify the Broker and its officers, employees and agents for any loss, cost,

主要或附帶，有抵押或沒有抵押，及共同或個別)。經紀可以以此目的運用任何貸餘購買任何債務的貨幣和該購買可由經紀以該外匯市場在相關購買日的即期匯率的市值匯率(最終由經紀決定)買進。

3.6.2 在不限制或影響本協議的條款下，經紀在此特定的被授權於該客戶在經紀及/或任何大華繼顯集團公司所開立及維持的不同的戶口間或與證券戶口或融資戶口間轉移任何款額。

3.6.3 本協議第 3.6 段的抵銷權為一項持續的權利並且是另外於和不損害經紀在本協議及適用的法例及規例下有權享有的任何權利。

3.6.4 [已刪除]

3.6.5 就該客戶用以抵銷其對任何其他大華繼顯集團公司的任何債務、負債或義務的付款，經紀為其自身及作為其他大華繼顯集團公司的代理訂立本第 3.6.5 段，而本段的條款將適用於其他大華繼顯集團公司，並授予其他大華繼顯集團公司權利（其各自均有權在適用法例及規例允許的最大範圍內執行及享有本段的利益）。

3.7 **該客戶證券借貸、押記等授權：**在不損及本協議賦予經紀的其他權力下，並在每種情況下作為經紀與該客戶所訂立或經紀代表該客戶所訂立的任何其他交易以外的獨立交易，經紀獲授權代表該客戶放棄管有及/或控制經紀或其代名人代表該客戶持有的所有或任何證券，並就此在每種情況下按照該客戶不時給予經紀的任何授權借貸、出售、存放、押記及重新押記、質押及重新質押所有或任何有關證券。

3.8 **佣金、費用等：**經紀可施加而該客戶須支付給經紀一切該客戶或經紀因買賣證券所引致的佣金，包括經紀按本協議第 3.6、3.7 或 10.5 段規定買賣證券可能須支付的一切佣金、經紀提供的任何服務或經紀就執行關於證券戶口或融資戶口的任何指示而採取的行動，以及保管任何證券的任何費用。該客戶承諾彌償經紀及其主管人員、僱員及代理人因該客戶違反對經紀的責任，而令彼等承受的損失、費用、索

claim, liability or expenses arising out of or connected with any breach by the Client of its obligations to the Broker, including without limitation costs incurred in enforcing any security over the Client's assets or otherwise collecting any debts due by the Client or in connection with any closure of the Securities Account or the Finance Account.

**3.9 Interest on debit balances:** The daily debit balances in each of the Securities Account and the Finance Account shall be charged with interest at the rate per annum which is equal to (a) the prime rate charged by a bank selected or to be selected by the Broker from time to time plus (b) the margin specified in the facility letter(s) from the Broker to the Client from time to time or at such other rate as notified to the Client by the Broker from time to time and each Securities Account and/or Finance Account will be subject to such commission and other charges, costs and expenses (including reimbursement of legal and other costs) as the Broker may from time to time impose.

**3.9A Negative Interest on credit balances:** Where a negative interest rate applies to any currency, the Broker has the right to impose negative interest on credit balances on the Account(s) that are denominated in such currency. Where such interest becomes payable by the Client to the Broker, the Broker is entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Account(s). If any debit causes the relevant Account(s) to be overdrawn, the Client is liable to repay the outstanding amount to the Broker on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as the Broker may specify.

**3.10 Client's default:** Unless otherwise agreed, if the Client does not promptly supply securities sold on the Client's order, the Broker is authorised, in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Broker or, in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Broker and the Client shall reimburse the Broker for all loss, damage, fee, cost or expense suffered or incurred by the Broker in connection with any such transfer, sale, borrowing or purchase or the Client's failure to make payment or delivery.

**3.11 Custody of securities:** Unless the Client otherwise directs in writing, any securities (which, for the purpose of this paragraph 3.11, shall be deemed to include money and other property held by the Broker as margin or otherwise) held by the Broker for or on the Client's account may at the Broker's discretion be kept at any of the places where the Broker has an office, except to the extent required by law. The Broker shall not be bound to redeliver to the Client the identical securities or certificates representing securities received by the Broker from or for the Client and the Broker may redeliver other securities or certificates representing securities of like kind and amount. The Broker's obligation shall be to deliver to the Client such securities or certificates representing securities of

償、債務或支出，包括（但不限於）強制執行該客戶用作抵押的資產的費用，或追討該客戶任何欠款的費用或結束該證券戶口或融資戶口的任何費用。

**3.9 借方結餘之利息：**證券戶口及融資戶口的每日借方結餘，須按相等於 (a) 經紀所選定或不時選擇的銀行所收取最優惠利率，另加 (b) 經紀不時發給該客戶的保證金貸款確認書所載述的利率差距的年利率，或經紀不時通知該客戶的有關利率計算利息，而證券戶口及 / 或融資戶口須支付經紀不時徵收的佣金及其他收費、費用及開支（包括法律及其他費用的償款）。

**3.9A 存款或結餘之負利息：**如負利息適用於任何貨幣，經紀有權就該貨幣的戶口內的存款或結餘徵收負利息。如該利息應由客戶向經紀繳付，經紀有權從任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，客戶有責任應經紀要求連同任何費用、開支及利息（以經紀指定的利率或金額就所欠金額累算）清還所有欠款。

**3.10 該客戶違約：**除另有協議外，否則如該客戶不準時提供按該客戶買賣指令出售的證券，經紀獲授權（如屬購入交易）轉讓或出售任何有關購入證券，藉以清償該客戶須向經紀承擔的責任，又或（如屬出售交易）借入及 / 或購入所出售證券，藉以清償該客戶須向經紀承擔的責任；該客戶須將經紀因為任何有關轉讓、出售、借入或購入項目或該客戶並不付款或交付證券所蒙受或產生的所有損失、損害、收費、費用或支出償還給經紀。

**3.11 保管證券：**除非該客戶另有書面指示，否則經紀代表該客戶持有的任何證券（就此第 3.11 段而言，應當作包括經紀以保證金或其他方式持有的款項及其他財產），可由經紀酌情決定放置於經紀設有辦事處的任何地點，惟法例有所規定者除外。經紀並無責任將與該客戶交來或代表客戶所收取完全相同的證券或代表證券的證明書交回該客戶，而經紀可將同類及相同數量的證券或代表證券的證明書交回該客戶。經紀的責任，應為在營運證券戶口或融資戶口的辦事處，將同類及相同數量證券或代

like kind and amount at the office at which the Securities Account or the Finance Account is carried, provided that the Broker shall not be responsible for the loss of or damage to any securities deposited with or held by the Broker or its agents or otherwise on its behalf, unless due to gross negligence or wilful default on its or their part.

3.12 **Money/information transfers:** The Broker is hereby irrevocably authorised (without prejudice to the other authorities granted to the Broker hereunder):-

- (a) to instruct any Associated Company and any bank, deposit-taking company or other person, firm or company with whom or which the Client may at any time maintain an account (a "Deposit Holder") to transfer on the Client's behalf any funds standing from time to time in any account maintained at any time by the Client with any Associated Company or any Deposit Holder to any of the Client's accounts with the Broker and/or to any account maintained at any time by the Client with any Associated Company and/or
- (b) to transfer any funds standing from time to time in any account maintained by the Client with the Broker to any account maintained at any time by the Client with any Associated Company, and/or
- (c) to give any Associated Company and any Deposit Holder notice of such authority, and/or
- (d) to provide to and request and receive from any Associated Company such information concerning the Client, the Securities Account and/or the Finance Account as the Broker shall think fit.

3.13 **Client money:** Any credit balance held in the Securities Account or the Finance Account at any time and any money from time to time received by the Broker for the Client's account shall, unless paid to the Client or an Associated Company as authorised by this Agreement, be held by the Broker on trust for the Client and otherwise dealt with in accordance with applicable law and the rules of any relevant exchange or regulatory authority, except that the Broker may retain for its own account all or part of any interest earned on such balance or money to the extent that it exceeds interest payable to the Client at the rate determined by the Broker to be applicable.

3.14 **Voting rights:** The Broker or its nominees may at any time exercise voting rights with respect to securities carried in the Securities Account or the Finance Account at its discretion and without further consent from the Client, but subject to any specific written voting instructions received from the Client as the ultimate beneficiary of such securities.

3.15 **Communications:** All notices and communications to the Client may be effectively given by mailing the same by ordinary post addressed to the Client at its registered office or any of the Client's business or mailing addresses as they appear from time to time in

表證券的證明書交付給該客戶，惟對於存放於經紀、其代理人或代表經紀的其他人士或由經紀、其代理人或其他人士所持有任何證券的損失或損害，經紀概不負責，但由於經紀、其代理人或其他人士的嚴重疏忽或故意失責行為所致者例外。

3.12 **款項 / 資料轉移：**經紀特此獲不可撤銷授權（並不損及本協議授予經紀的其他授權）：

- (a) 指示該客戶於任何時間可能設有戶口的任何聯營公司及任何銀行、接受可能存款公司或其他人士、商號或公司（「存款持有人」），代表該客戶將該客戶於任何時間在聯營公司或存款持有人維持的任何戶口不時存有的任何款項，轉往該客戶在經紀處維持的任何戶口及 / 或該客戶於任何時間在聯營公司維持的任何戶口，及 / 或
- (b) 將該客戶於任何時間在經紀處維持的任何戶口不時存有的任何款項，轉往該客戶於任何時間在聯營公司維持的任何戶口，及 / 或
- (c) 將有關授權通知任何聯營公司及任何存款持有人，及 / 或
- (d) 如經紀認為適合，向任何聯營公司提供、要求及收取與該客戶、證券戶口及 / 或融資戶口有關的資料。

3.13 **該客戶款項：**證券戶口或融資戶口於任何時間的貸方結餘及經紀不時代該客戶取得的任何款項，除非本協議授權付給該客戶或聯營公司外，否則均由經紀以信託方式代表該客戶持有，或按照適用法律及任何有關交易所或監管機構的規例另行處理，惟經紀可保留有關結餘或款項所賺得任何利息的全部或任何部分自用，但所保留部分須已超逾按經紀決定的適用利率計算應付給該客戶的利息。

3.14 **表決權利：**經紀或其代名人可於任何時間，自行酌情行使證券戶口或融資戶口所存有證券的表決權利，而無須進一步獲得該客戶同意，但須遵照從該客戶收到該客戶以有關證券的最終受益人身份發出的任何特定書面表決指示。

3.15 **通訊：**所有發給該客戶的通知及通訊文件，如以該客戶作為收件人，並以平郵方式寄往該客戶註冊辦事處或經紀紀錄中不時所載該客戶任何商務或郵遞地址，或將



the Broker's records or by delivering the same (addressed to the Client) at any such address or by telex, fax, electronic mail or telephone to any number notified to the Broker from time to time for the purpose and shall be deemed given on the first day after mailing postage prepaid (or the fifth day after mailing postage prepaid if sent to the Client outside Hong Kong) (in the case of post), when delivered (in the case of personal delivery), when recorded by the Broker's machine as sent (in the case of telex, fax or electronic mail) or when communicated (in the case of telephone) and no such notice or communication need be signed on the Broker's behalf.

**3.16 Overseas order execution:** The Broker shall cause and control the execution of the Client's orders on exchanges and other markets anywhere in the world through any of the Associated Companies or members of the various exchanges and clearing houses or independent floor brokers or market makers or principals in other markets, by arrangements which the Broker in its absolute discretion shall make from time to time with various companies and persons as may be necessary to provide order execution, and references in this Agreement to transactions or execution by the Broker shall be construed accordingly. If the Client directs the Broker to enter into any securities transaction on any exchange or other market on which such transactions are effected in a currency other than the currency in which the Client's account is denominated, (a) any profit or loss arising from fluctuations in the rate of exchange between the two currencies will be for the account and risk of the Client, (b) all margin deposits will be provided to the Broker in such currency and in such amounts as the Broker may require from time to time and (c) when such securities are sold or otherwise liquidated, and any margin deposits are liquidated, the Broker shall debit or credit the Client's account in the currency in which the account is denominated, at a rate of exchange determined conclusively by the Broker on the basis of the then-prevailing market rates of exchange between the two currencies.

**3.16A FX Transaction/currency conversion:** Any foreign exchange transaction or currency conversion carried out by the Broker for and on behalf of the Client at an exchange rate which the Broker reasonably demonstrates as an Apparent Off Market Rate (i.e. a rate for a FX Transaction which deviates more than three per cent from the prevailing market price) due to a technical error shall be considered to be an apparent error ( "Apparent Error" ) and shall be void. The Broker reserves the right to determine whether a Transaction is an Apparent Error at its sole and absolute discretion.

**3.17 Order/report transmission:** The Broker shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of reports of executed orders to the Client due to any failure of communications facilities or any other delays beyond the reasonable control of the Broker.

**3.18 Commissions/rebates:** The Client shall pay to the Broker commissions set by the Broker from time to time and reimburse the Broker on a full indemnity basis for any other charges arising

有關通知及通訊送交任何有關地址，或以電傳、傳真、電郵或電話傳往不時為此而通知經紀的任何號碼，應為有關通知及通訊的有效發送，並於（如屬郵遞）預付郵費的郵件寄出後翌日（或如屬送交香港境外的該客戶，於預付郵費的郵件寄出後第五天），或（如屬面交）於面交之時，或（如屬電傳、傳真或電郵）於經紀的機器紀錄發出之時，或（如屬電話）於傳達之後，應當作給予有關通知及通訊，而任何有關通知或通訊，無須由經紀代表簽署。

**3.16 執行海外買賣指令：**經紀須安排及控制透過任何聯營公司、各交易所會員、結算所或其他市場獨立出市經紀、市場莊家或主事人，按照經紀絕對酌情決定，不時與各公司及人士訂立提供執行買賣指令所需的安排，在世界各地交易所及其他市場執行該客戶的買賣指令，而於本協議中提述的有關交易或經紀的執行事宜，應按此詮釋。若該客戶指示經紀在任何交易所或其他市場訂立任何證券交易，並須以該客戶戶口所用幣值以外的貨幣進行有關交易，則 (a) 該兩種貨幣之間匯率波動產生的盈虧，應由該客戶負責，有關風險亦由客戶承擔，(b) 須以經紀不時要求的貨幣及金額提供所有保證金存款，及 (c) 當出售或拋售有關證券及算定任何保證金時，須按照經紀根據該兩種貨幣當時通用的市場匯率而定論地決定的匯率，以該戶口所用貨幣在該客戶戶口的貸方或借方記賬。

**3.16A 外匯交易/貨幣兌換：**如果經紀代表客戶進行任何外匯交易或貨幣兌換，而經紀合理地證明該匯率為明顯偏離市場價格（即交易匯率偏離現行市場價格超過 3%），乃由於技術錯誤所致，則該交易將視為明顯錯誤（「明顯錯誤」），並且取消。經紀保留唯一且絕對的酌情權決定某一交易是否屬於明顯錯誤。

**3.17 買賣指令 / 報告傳送：**對於任何通訊設施故障所引致延遲傳送買賣指令往執行地點或傳送執行買賣指令報告給該客戶，或經紀控制範圍以外的任何其他延誤，經紀概不負責。

**3.18 佣金 / 回扣：**該客戶須向經紀支付不時釐定的佣金，並向經紀支付其因將代表客戶執行買賣指令產生的任何其他收費（按完

from the execution of orders for the Client's account, including (but not limited to) statutory fees, stamp duties and taxes (including, without limitation, goods and services taxes), exchange fees, levies and delivery charges. The Broker may, at its option, withdraw money from the Securities Account or the Finance Account to pay any amounts due to the Broker under this Agreement. The Broker shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection any transaction effected with any person for the Client, including any commission, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients. The Broker shall also, in its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client, including any benefit relating to commissions or similar payments in connection therewith. The Broker will ensure that it shall exercise its rights under this paragraph 3.18 in accordance with applicable laws and regulations.

**3.19 Aggregation of orders:** The Broker may aggregate the Client's orders with its own orders or with those of persons connected with the Broker or with those of other clients. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. However, the Broker shall ensure that no such aggregation with the Broker's own orders will operate to the Client's disadvantage and shall endeavour to ensure that any aggregation with other clients' orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

**3.20 Transaction reports/product specification:** Following execution of an instruction, the Broker will send to the Client within the time prescribed under the applicable laws and regulations a confirmation of transaction and thereafter, periodic statements summarising the transactions effected through the Securities Account or the Finance Accounts over the period covered by the periodic statement. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Client unless the Broker shall receive from the Client written notice to the contrary within 7 days from the time at which such notice, statement, confirmation or other communication is given by the Broker to the Client. The Broker will upon request provide the Client with product specification and any prospectus or other offering documents in relation to any derivative products which the Client instructs the Broker to purchase or sell on the Client's behalf pursuant to the terms of this Agreement.

**3.21 Application of this Agreement:** These terms and conditions shall apply to all transactions hereafter made as well as those heretofore made and still outstanding and none of these terms and conditions shall be deemed to be waived or modified by the Broker except by written agreement signed by the Broker.

**3.22 Power of attorney:** The Client undertakes with the Broker to do and execute (and irrevocably authorises the Broker to do and

全彌償基準計算)·包括(但不限於)法定費用、印花稅及稅項(包括(但不限於)貨品及服務稅)、交易所費用、交易徵費及交收費用。經紀可按其選擇從證券戶口或融資戶口提款·藉以支付根據本協議須付給經紀的任何款項。經紀有權(可自行絕對酌情決定)招攬、接納及保留基於代表該客戶與任何人士完成任何交易而取得的任何利益·包括因此而取得的任何佣金、回扣或類似款項·以及經紀或其他代理人向該客戶所收取標準佣金的回扣。經紀亦有權(可自行絕對酌情決定)基於代表該客戶與任何人士完成任何交易而提供任何利益·包括與此有關的佣金或類似款項有關的任何利益。經紀將確保按照適用法例及規例行使此第 3.18 段的經紀權利。

**3.19 合併買賣指令:** 經紀可將該客戶買賣指令與其本身買賣指令、與經紀有關連人士的買賣指令及其他該客戶的買賣指令合併起來。在施行有關合併買賣指令時·有時可能不利於該客戶·有時卻可能對該客戶有利。然而·經紀須確保與經紀本身買賣指令合併時·不會對該客戶造成不利·並盡力確保買賣指定與其他該客戶買賣指令合併·在多次有關買賣指令期內·不會造成該客戶較其他該客戶有不利的情況。

**3.20 交易報告 / 產品說明:** 在執行指示後·經紀將在適用法例及規例下規定的時限內向該客戶發出交易確認·並隨後發出定期結單·當中概述在定期結單涵蓋的期間內·透過證券戶口或融資戶口執行的交易。除非於經紀發給該客戶通知、結單、確認書或其他通訊之時起計七天內·經紀收到該客戶的相反書面通知·否則任何通知、結單、確認書或其他通訊及每份賬目結單所示或提述的每項交易·應視作及當作經授權及正確·並獲經紀追認及確認。如該客戶指示經紀根據本協議條款代表該客戶購入或出售任何衍生產品·則經紀須應要求·向該客戶提供與上述有關衍生產品說明及任何售股章程或其他招股文件。

**3.21 本協議之適用範圍:** 本協議的條款及條件·適用於此後及在此之前訂立的所有未完成交易;除非經紀簽署書面協議·否則有關條款及條件不會當作被經紀放棄或修改處理。

**3.22 授權書:** 該客戶向經紀作出承諾·將會作出及執行(並不可撤銷地授權經紀代表該

execute on the Client's behalf) any act, deed, document or thing which the Broker may require the Client to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Agreement including, without limitation, the execution by the Client of an irrevocable power of attorney appointing the Broker as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Client as it considers necessary or desirable in connection with such implementation, execution and enforcement and the Client agrees to ratify or confirm all such acts, deeds, documents or things by the Broker.

3.23 **Credit checks and confidentiality:** The Broker is authorised, to the extent permitted by applicable laws and regulations, to conduct or cause to be conducted credit investigations, checks and enquiries regarding the Client and for such purpose to approach the Client's bankers (including for the purpose of ascertaining the Client's financial situation and investment objectives) and to pass any information about the Client, its accounts and its transactions and the ultimate beneficiary in respect of any such transaction to any of its branches, any Associated Company and any exchange, market, clearing house or regulatory authority (including the Exchange and the SFC (together the "Regulators")) in order to assist such exchange, market, clearing house or regulatory authority with any investigation or enquiry which it is undertaking. Subject to such authority, the Broker will keep confidential all matters relating to the Securities Account or the Finance Account.

3.24 **Ultimate beneficiary:** In this Agreement, (a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by the Broker for the Client pursuant to this Agreement, means each and every person who (i) is the principal for whom the Client is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for originating the instruction in relation to such transaction and (b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.

3.25 **Client information/Agent:** Where the Broker has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, and the Client has notified the Broker that the Client is acting as an agent of other person or, where the Client is a company, its shareholders are not the ultimate beneficial owners of the share capital of the company, the Client shall, upon the Broker's request, inform the Regulators of the identity information of the Client and the person with the ultimate beneficial interest in the relevant dealing. The Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary who originated the dealing). The Client's undertaking under this paragraph 3.25 shall survive any termination of this Agreement.

3.26 **Client information/Investment manager:** If the Client effected the

客戶作出及執行)有關實行、執行及強制執行本協議的任何條款及所賦予任何權利而經紀要求該客戶須作出的任何作為、契約、文件或事項,包括(但不限於)該客戶簽訂一份不可撤銷授權書,委任經紀為其合法受權人,可代表該客戶作出及執行經紀認為有關實行、執行及強制執行一切必需或恰當的有關行為、契約、文件或事項,而該客戶同意追認及確認經紀作出的一切有關行為、契約、文件或事項。

3.23 **信貸調查與保密:** 在適用法例及規例允許的範圍內,經紀獲授權進行或安排進行有關該客戶的信貸調查、檢查及查詢,並可因此接觸該客戶的往來銀行(包括確定該客戶的財務情況及投資目標),亦可將該客戶、其戶口及其交易,以及任何有關交易的最終受益人等任何資料,交予經紀的任何分支機構、任何聯營公司,以及任何交易所、市場、結算所或監管機構(包括聯交所及證監會(統稱為「監管者」)),藉此協助有關交易所、市場、結算所或監管機構進行其任何調查或查詢。除受有關機構所限外,經紀會將證券戶口或融資戶口有關的所有事務保密。

3.24 **最終受益人:** 在本協議中,(a)就經紀根據本協議代表該客戶所完成或將會完成的任何交易而言,「最終受益人」一詞,指(i)該客戶就有關交易以代理人身分代其行事的主事人的每名人士或(ii)將可獲得有關交易的商業或經濟利益及/或承擔其商業或經濟風險的每名人士或(iii)最終負責發起有關交易指示的每名人士,及(b)就任何人士而言,「身分資料」一詞,指有關人士的真身身分及身分詳情,包括有關人士的別名、地址、職業及聯絡資料。

3.25 **該客戶資料/代理人:** 如經紀收到規管機關的查詢或股票經紀/持牌人/中介機構就回應任何規管機關的查詢而給予的請求,而該客戶已告知經紀其正擔任另一名人士的代理(或(如該客戶為公司)其股東並非公司股本的最終實益擁有人),則客戶須在經紀要求時告知該等規管機關該客戶的身份資料及在相關交易有最終實益權益的人士。該客戶亦須告知香港監管機構任何第三方的身份、地址、職業及聯絡資料(如與發起交易的該客戶/最終受益人有別)。此第 3.25 段的該客戶承諾,在本協議終止後依然有效。

3.26 **該客戶資料/投資經理:** 如該客戶為某集

dealing for a collective investment scheme, discretionary account or discretionary trust, the Client shall, upon the Broker's request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the dealing. If the Client effected the dealing for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Broker when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon the Broker's request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the dealing. The Client's undertaking under this paragraph 3.26 shall survive any termination of this Agreement.

**3.27 Client information/intermediary:** If, in respect of any transaction effected or to be effected by the Broker for the Client pursuant to this Agreement, the Client is acting as an intermediary, the Client undertakes to (a) inform the Broker of such arrangement and (b) provide the Broker with identity information in respect of the Client's clients and the ultimate beneficiary. To the extent the Broker does not know the identity, address, occupation and contact details of the underlying client for whom the dealing was effected, the Client confirms that (a) the Client has arrangements in place with the Client's own clients which entitle the Client to obtain such information from the Client's own clients immediately upon request or procure that it be so obtained; and (b) where the Broker has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, then the Client shall, upon the Broker's request, inform the Regulators of the arrangement, the identity, address and contact details of the Client's clients and the identity, address, occupation and contact details of the person(s) who, under the arrangements, instructed the Client to effect the dealing. The Client's undertaking under this paragraph 3.27 shall survive any the termination of this Agreement.

**3.27A** The Client confirms that the Client is not subject to any law which prohibits the performance by the Client of the undertakings contained in paragraphs 3.23 to 3.27 above or, where the Client is subject to such law, that the Client or the Client's principals or clients, as may be the case, have waived the benefit of such law or consented in writing to the performance by the Client of such undertakings.

**3.28 Change in Information:** Subject to paragraphs 3.25 to 3.27 above, the Client undertakes to supply to the Broker on demand at any time or times such identity information, financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Securities Account and/or the Finance Account and/or any trading

合投資計劃、委託戶口或全權委託信託執行交易，則該客戶須在經紀要求時（該要求須包含規管機關的相關聯絡資料）告知該等規管機關該計劃、戶口或信託的身份、地址及聯絡資料，以及（如適用）代表該計劃、戶口或信託指示該客戶執行該交易的人士的身份、地址、職業及聯絡資料。如該客戶為某集合投資計劃、委託戶口或全權委託信託執行交易，則該客戶須在其代表該計劃、戶口或信託投資的酌情權被凌駕時，在實際可行的情況下盡快告知經紀。如該客戶的投資酌情權被凌駕，則該客戶須在經紀要求時（該要求須包含規管機關的相關聯絡資料）即時告知該等規管機關給予或曾給予該交易相關的指示的人士的身份、地址、職業及聯絡資料。本協議終止後，該客戶在本第 3.26 段中的承諾仍繼續有效。

**3.27 該客戶資料 / 中介機構：**就經紀根據本協議代表該客戶所完成或將會完成的任何交易而言，若該客戶以中介人身分行事，則該客戶承諾(a)告知經紀有關安排，及(b)向經紀提供關於該客戶的客戶及最終受益人的身份資料。在經紀不知道為其執行交易的標的客戶的身份、地址、職業及聯絡資料的範圍內，則該客戶確認(a)該客戶與其自身的客戶設有安排，讓該客戶有權在被要求時即時向該客戶自身的客戶索取（或促使索取）有關資料；及(b)如經紀收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，則客戶須在經紀要求時告知該等規管機關該客戶的客戶的安排、身份、地址及聯絡資料，以及在該等安排下，指示該客戶執行該交易的人士的身份、地址、職業及聯絡資料。本協議終止後，該客戶在本第 3.27 段中的承諾仍繼續有效。

**3.27A** 該客戶確認該客戶並非受禁止履行上文第 3.23 至 3.27 段所載的承諾的任何法例的規限，或如該客戶受有關法例的規限，則該客戶或該客戶的主事人或客戶（視乎情況而定）已放棄有關法例的利益，或已以書面同意該客戶履行有關承諾。

**3.28 更改資料：**在受本協議第 3.25 至 3.27 段規限下，該客戶承諾於任何時間應要求向經紀提供經紀要求的該客戶身分資料、財務及其他資料（包括（但不限於）對證券戶口及 / 或融資戶口及 / 或以證券戶口簽訂的任何買賣合約享有最終實益權益的人士

contract executed on the Securities Account) as the Broker may request. The Client is required to, and covenant that the Client will, inform the Broker in writing promptly any change in the client's circumstances/details which have previously been notified to the Broker ceases to be complete, accurate and not misleading. Each of the Client and the Broker agrees to notify the other in the event of any material change to the information provided in or in connection with this Agreement.

3.29 **Assignment/waiver/amalgamation:** These terms and conditions of this Agreement shall inure to the benefit of and be binding on the Broker and its successors and assigns and the Client's successors and assigns, except that the Client shall not assign or transfer any of its rights or obligations under this Agreement without the Broker's prior written consent. No delay on the Broker's part in exercising any rights hereunder shall operate as a waiver thereof. None of the Broker's rights shall be affected by any change in its constitution or by any amalgamation by it with any other person, firm or company.

3.30 **Investor Compensation fund claims:** In the event of any default under this Agreement by the Broker in connection herewith resulting in pecuniary loss to the Client, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO, and accordingly there can be no assurance that any pecuniary loss sustained by the Client by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

3.31 The Broker shall deal with the Client's securities or securities collateral that it receives or holds in accordance with the Securities and Futures (Client Securities Rules) (Cap. 571H of the Laws of Hong Kong) to the extent applicable.

3.32 **Law and jurisdiction:** The terms and conditions of this Agreement shall be governed by the laws of the Hong Kong Special Administration Region of the People's Republic of China ("Hong Kong"). The Client submits to the non-exclusive jurisdiction of the Hong Kong courts and irrevocably agrees that the Hong Kong address specified in the Client Information Statement (or any other substitute address in Hong Kong notified by the Client to the Broker) shall be an effective address for service on the Client of proceedings in the Hong Kong courts.

3.32A **Arbitration:** At the sole option of the Broker and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. There shall be only one arbitrator. Any such arbitration shall be administered by Hong Kong International

的身分)。該客戶須(並契諾該客戶將)在該客戶的情況有任何轉變/之前告知經紀的資料不再完整、準確及並無誤導時適時以書面告知經紀。該客戶及經紀每方均同意。如本協議提供或有關的資料有任何重大改變時,將會通知對方。

3.29 **轉讓 / 棄權 / 合併:** 本協議中的條款及條件應以經紀、其承繼人及承讓人及該客戶的承繼人及承讓人的利益為依歸,並對經紀、其承繼人及承讓人及該客戶的承繼人及承讓人具約束力。如未獲得經紀事前書面同意前,該客戶不得轉讓或轉移其於本協議項下的任何該客戶權利或責任。經紀延遲行使本協議的任何權利,並不當作棄權處理。倘經紀的組成有任何改變或經紀與任何其他人士、商號或公司進行任何合併,則經紀的任何權利將不受影響。

3.30 **投資者賠償基金索償:** 倘經紀在本協議下有與本協議有關的任何失責行為而導致該客戶有金錢上損失,則投資者賠償基金之責任將限於《證券及期貨條例》訂明的有效索償,而因此,概不保證該客戶因有關失責而蒙受的任何金錢上的損失將獲得投資者賠償基金全數或部分賠償。

3.31 在適用的範圍內,經紀須按照《證券及期貨(該客戶證券)規則》(香港法例第 571H 章)處理該客戶的證券或其收取或持有的證券抵押品。

3.32 **法律與司法管轄權:** 本協議的條款及條件,受中華人民共和國香港特別行政區(「香港」)法律管轄。該客戶甘願受香港的非專屬司法管轄權管轄,並不可撤銷地同意,該客戶資料聲明所載述的地址(或該客戶通知經紀的任何其他代替香港地址),應為香港法院的法律程序的有效該客戶送達地址。

3.32A **仲裁:** 在經紀全權選擇及在其絕對酌情權下,本合約、其違約、終止或無效產生或相關的任何糾紛、爭議或索償將根據現時有效(並可由本條其他部分修訂)的 UNCITRAL 仲裁規則以仲裁方式解決。委任機關將為香港國際仲裁中心。仲裁地點為香港的香港國際仲裁中心。仲裁只有一名仲裁人。任何有關的仲裁將由香港國際仲裁中心根據本協議日期有效的香港國際

Arbitration Centre in accordance with Hong Kong International Arbitration Centre Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceeding shall be English.

仲裁中心仲裁程序管理。仲裁程序將以英語進行。

3.32B **Language:** The Client confirms that the Client has read the English/Chinese version of the Agreement and that the contents thereof have been fully explained to the Client in a language which the Client understands. In the event of discrepancy between the English version and the Chinese version of the Agreement, the English version shall prevail.

3.32B **文本：**該客戶確認該客戶已閱讀本協議的英文 / 中文版本，並已以該客戶明白的語言完全向該客戶解釋其內容。如本協議的英文版本與中文版本有任何衝突，以英文版本為準。

3.33 **Prior arrangements superseded:** The terms and conditions of this Agreement revokes and supersedes all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Securities Account or the Finance Account (but will not affect any instructions given or dated before such revocation) and, subject to contrary arrangements in writing between the Client and the Broker, any account subsequently opened will be operated on the terms and conditions of this Agreement.

3.33 **代替先前安排：**有關條件及條件撤銷或代替一切先前授權函件及協議，以及（若與其條款有所抵觸）與證券戶口或融資戶口有關的任何協議（但不影響於撤銷之前發給或訂立的任何指示），而在受該客戶與經紀所訂相反書面安排規限下，隨後開立的任何戶口，須根據本協議的條款及條件運作。

3.33A **Amendment:** These terms and conditions may be amended or supplemented by the Broker upon notice to the Client. Any amendment of the terms and conditions in this Agreement which affects the nature of services to be provided to or made available to the Client, or the remuneration to be paid by the Client to the Broker shall be effective from the date specified in such notice.

3.33A **修訂：**經紀經通知該客戶後，可修訂或補充條款及細則。除非該等修訂在經紀控制範圍以外，否則對本協議條款及細則當中影響向該客戶提供的服務的性質，或該客戶將向經紀支付的酬金的任何修訂將在有關通知指明的日期生效。

3.34 **Application of dividends:** If in relation to any securities deposited with the Broker which are not registered in the Client's name any dividends, distributions or other benefits accrue in respect of such securities, the Broker shall ensure that the Securities Account or the Finance Account is credited (or payment is made to the Client as may be agreed) with or of the proportion of such benefits equal to the proportion of the total number or amount of relative securities which shall comprise securities held on the Client's behalf.

3.34 **股息之應用：**就並非以該客戶名義登記而存放於經紀的任何證券而言，倘有關證券產生任何股息、分派或其他利息，則經紀須確保將相等於代表該客戶所持有的證券總數或總金額中有關證券所佔比例計算的利益，記入證券戶口或融資戶口的貸方（或按協議付給該客戶）。

3.35 **Application of losses:** If in relation to any securities deposited with the Broker which are not registered in the name of the Client any loss is suffered by the Broker, the Broker may debit the Securities Account or the Finance Account (or require payment to be made by the Client as may be agreed) with or for the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.

3.35 **虧損之應用：**就並非以該客戶名義登記而存放於經紀的任何證券而言，倘有關證券產生任何虧損，則經紀須將相等於代表該客戶所持有的證券總數或總金額中有關證券所佔比例計算的虧損記入證券戶口或融資戶口的借方（或按協議要求該客戶支付款項）。

3.36 **Payments:** All payments by the Client shall be made in full without any set-off, counterclaim or (except as required by law) tax or other deduction. If the Client shall be required to make any deduction or withholding for taxes or otherwise, the sum payable shall be increased insofar as necessary so that, after making all required deductions, the Broker receives the actual amount due.

3.36 **付款：**該客戶須付的一切款項，須全數支付，不得作任何抵銷、反申索、稅項（法律有所規定者除外）或其他扣款。如該客戶須就稅項或其他方面作出任何扣減或預扣，則須在必須的範圍內增加須支付的款項，致使在作出所需的扣減後，經紀收取實際應付的數額。

3.37 **Currency indemnity:** If the Broker at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which the Broker is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Client as a separate and independent obligation shall on demand from time to time indemnify the Broker against such shortfall and pay interest on such shortfall at the rate chargeable on the Securities Account or (as the case may be) the Finance Account from the date of such receipt until such shortfall is paid.

3.38 **Exclusion of liability:**

3.38.1 Without prejudice to the generality of the other paragraphs in this Agreement and in addition to the same, the Broker and/or its Associated Companies shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of the Broker and/or its Associated Companies, its or their employees, agents or independent contractors): -

- (a) the reliance or use of the information or trading and other services provided by or through the Broker and/or its Associated Companies;
- (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided by or through the Broker and/or its Associated Companies;
- (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services by or through the Broker and/or its Associated Companies;
- (d) any cause over which the Broker and/or its Associated Companies does not or do not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
- (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client to the Broker and/or its Associated Companies; or

3.37 **貨幣彌償：**若經紀於任何時間收到的任何付款（包括以抵銷方式收取）以不正確的貨幣支付，而經紀以所收到款項所能購買的正確貨幣（經扣除任何有關費用後）少於以正確貨幣應付的金額，則該客戶須作為一項分開及獨立責任，應要求就有關不足之數而不時向經紀作出彌償，並須支付按照證券戶口或（視乎情況而定）融資戶口收取利息的利率，計算收取款項日期至付清有關不足之數為止期間的利息。

3.38 **免除責任：**

3.38.1 在不局限本協議的段落的概括性的原則下和另加於前述，經紀及/或其聯營公司將不會就以下無論怎樣和如何產生的訴訟、虧損、損害、請求、責任、要求、費用、押記或其他開銷對該客戶或第三方承擔責任(包括(但不限於)經紀及/或其聯營公司、其或彼等的僱員、代表、或獨立承辦商的任何行為、違責和疏漏)

- (a) 依賴或使用經紀及/或其聯營公司所提供的資料或買賣和其他服務；
- (b) 任何干擾、阻礙、延緩、暫停、故障、損壞、人為錯誤、毛病、病毒或不能使用經紀及/或其聯營公司所提供的任何服務；
- (c) 任何電腦硬件、應用程式或其他用於經紀及/或其聯營公司所提供的服務的軟件的失誤；
- (d) 任經紀及/或其聯營公司沒有合理控制的起因包括(但不限於)任何政府限制、交易所裁決、暫停買賣、戰爭、恐怖活動、罷工、工業行動、內亂、任何電子或機動設備、電話或其他通訊系統線路或儀器、公用事業系統的失誤、未經許可的使用或盜竊(包括(但不限於)盜用密碼、代號及/或登入順序)；
- (e) 任何直接的、間接的、必然的、偶然的無論是何種性質的損失或損害、相對於或由執行或實施任何該客戶給經紀及/或其聯營公司的訂單或指示中的延誤、失誤、疏忽、遺漏；或

(f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.

(f) 任何不正確、錯誤、延誤或遺漏任何的或在傳送或傳達中的信息。

3.38.2 So long as the Broker, its employees or agents have complied with all applicable laws and regulations and acted in good faith, the Client will at no time hold the Broker or its employees or agents responsible in any manner whatsoever for any delay or failure to perform obligations and any loss, damages or costs arising from or in connection with any aspect of securities trading or transactions or the financing of such trading or transactions.

3.38.2 只要經紀、其僱員或代理已遵守所有適用的法例及規例並本著真誠行事，則該客戶因延遲或未能履行義務，及證券買賣或交易或為有關買賣或交易融資的任何方面引致或相關的任何損失、損害或費用，該客戶不得要求經紀或其僱員或代理人承擔任何責任。

3.39 **Selling broker default:** The Broker will be responsible to the Client for any losses suffered by the Client as a result of the Broker's settlement failures. In the case of a transaction for the purchase of securities by the Broker on the Client's behalf, if the selling broker fails to deliver on the settlement date and the Broker has to purchase securities to settle such transaction, the Client shall not be responsible to the Broker for the costs of such purchase.

3.39 **賣方經紀失責：**經紀須負責因其結算失誤而引致該客戶所蒙受的任何損失。就經紀代表該客戶購入證券的交易，如賣方該經紀於結算日期未有交付有關證券，而經紀須購入證券以進行有關交易的結算，則該客戶無須就有關購入項目的費用向經紀負責。

3.40 [Deleted.]

3.40 [已刪除]

3.41 **Withdrawal upon termination:** If there is any cash or securities standing to the credit of the Securities Account or the Finance Account upon any termination of this Agreement and/or closure of the Securities Account or the Finance Account, the Client agrees to give instructions to the Broker with respect to the withdrawal of such cash and/or securities within 7 days of such termination and/or closure. If the Client fails to comply with this paragraph 3.41, the Broker, to the extent permitted by applicable laws and regulations, will be entitled (but not obliged) to sell any securities of the Client and return to the Client a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Securities Account or Finance Account.

3.41 **本協議終止時提取現金或證券：**若於本協議終止後及/或取消證券戶口或融資戶口後，證券戶口或融資戶口的貸方仍有任何現金或證券，該客戶同意於終止協議或取消戶口後七天內，向經紀發出關於提取有關現金及/或證券的指示。若該客戶並不遵行此第 3.41 段，則經紀有權（但並無責任）在適用法例及規例允許的範圍內，出售該客戶的任何證券，並將有關出售所得收益淨額加上證券戶口或融資戶口的貸方結餘（如有）以支票形式交回該客戶。

3.42 **Account maintenance fee:** Without prejudice to the Broker's rights to close the Securities Account or, as the case may be, the Finance Account and/or to terminate the Broker's relationship with the Client under paragraph 3.2 of this Agreement, the Broker may charge a monthly maintenance fee of such amount as the Broker may determine from time to time on the Securities Account or, as the case may be, the Finance Account if the Client does not trade on such accounts for a period of 6 months or more. Such fee may be settled by the Broker by debiting the amount of such fee to the Securities Account or, as the case may be, the Finance Account.

3.42 **戶口維持費用：**在不損及經紀取消證券戶口或（視乎情況而定）融資戶口及/或本協議第 3.2 段終止經紀與該客戶關係的權利下，如該客戶的證券戶口或（視乎情況而定）融資戶口在六個月或更長期間並無買賣，則經紀可按其不時釐定的收費，對有關戶口收取每月維持費。經紀可在證券戶口或（視乎情況而定）融資戶口的借方記入有關費用的金額，藉此結清有關費用。

3.43 **Titles:** The title of any paragraph of this Agreement shall not affect the meaning of that or any other paragraph.

3.43 **標題：**本協議任何段落的標題，並不影響該段落或任何其他段落的涵義。

3.44 **Liability and Indemnity:** The Broker will use all reasonable endeavours to comply with and carry out instructions given by the Client and accepted by the Broker concerning the Securities Account or Finance Account or transactions but neither the Broker nor any of its directors, officers, employees or agents (save where any such loss, expenses or damages is due to gross negligence or

3.44 **債務和賠償：**經紀將盡力遵從和執行由該客戶發出並被經紀接受的關於證券戶口或融資戶口和交易的指示；但是經紀或其董事、高級職員、僱員及代理人（除如任何有關損失、開支或損害是基於他們其中一人或全部人重大疏忽或蓄意失責外）均不對該



wilful default on the part of any or all of them) shall have any liability whatsoever (whether in contract, contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:

- (a) any inability, failure or delay on the part of the Broker to comply with or carry out any such instruction due to any ambiguity or defect in any such instruction; or
- (b) the Broker in good faith acting or relying on any instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by the Broker or any Associate or by any of its or their directors, officers, employees or agents; or
- (c) the Broker failing to perform its obligations hereunder by reason or any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure or transaction or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of an Exchange, clearing house, correspondent agent or other person to perform its obligations; or
- (d) any Exchange, clearing house, correspondent agent or other person ceasing for any reason to recognize the existence or validity of transactions entered into by the the Broker on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client' s obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or
- (e) the mis-understanding or mis-interpretation of any instruction given or placed verbally or electronically, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continued operation or availability and mechanical failure or inadequacy of the Broker telephone or telecommunication system or installation in connection with the receipt and processing of instructions transmitted by telecommunication devices and all other related equipment, facilities and services.

The Client agrees to fully indemnify and keep indemnified the Broker and UOB Kay Hian Group Companies and their respective correspondent agents, directors, officers, employees and agents ( "Indemnified Persons" ) against any loss, cost, claim, liability or expenses, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons (save where they or any of them have acted fraudulently any such loss, expenses or damages is due to gross negligence or in wilful default on the part of any or all of them), of whatsoever nature and howsoever arising, which the Broker may incur or sustain from or by reason of, any action or omission by the Broker in accordance with the terms of

客戶由於以下原因導致的任何損失、費用或損害承擔任何責任(不論基於合約、民事過失或其他責任)：

- (a) 基於該指示含糊或有不完善之處，經紀欠缺能力、不能或延遲遵守或執行任何指示；或
- (b) 經紀忠誠地按照或信賴該客戶的指示行事，無論該指示是否在經紀或其聯營公司或其任何董事、高級職員、僱員及代理人給予提議、建議或意見後發出；或
- (c) 經紀因任何不受其控制的原因導致其不能履行本協議下的責任，包括任何政府或監管機構的限制、任何交易所(或其個別部門)的關閉或裁決、暫停交易、傳遞或通訊或電腦設備出現故障或失靈、郵政或其他罷工或其他類同的工業行動、任何交易所、結算所、業務代理或其他人士不能履行其責任；或
- (d) 任何交易所、結算所、業務代理或其他人士因任何原因停止承認任何交易的存在或有效性，或不能履行或撤銷任何上述交易之合約，但任何上述情況的發生不能影響該客戶在此合約下對該等合約或從其產生的責任和義務；或
- (e) 任何以口頭或電子通訊方式發出的指示被錯誤理解、錯誤詮釋，或電子訊息傳遞出現擠塞情況或任何其他原因導致傳遞上出現延誤或錯誤，或經紀用作接收及處理透過電訊裝置傳遞指示的電話或電訊系統或裝置及所有其他有關設備、設施及服務出現任何機械故障、暫停或停止持續運作或有效。

該客戶同意向經紀、大華繼顯集團公司及其各自的業務代理、董事、高級職員、僱員和代理人(「獲賠償人士」)全額賠償或保持全額賠償經紀可能由或因經紀根據本協議的條款採取或未有採取的行動、執行或嘗試執行經紀根據本協議的條款可能對該客戶享有的任何權利，或該客戶違背本協議規定的任何義務而產生或蒙受的任何性質及不論如何產生的任何損失、費用、索償、責任或開支(包括法律費用)，並包括經紀在收取該客戶所欠的任何債務或證

this Agreement, enforcement or attempt in enforcing any rights the Broker may have against the Client in accordance with the terms of this Agreement or any breach by the Client of any of its obligations under this Agreement, including any costs and expenses reasonably incurred by the Broker in collecting any debts due to the Broker or any unpaid deficiency in the Securities Account or Finance Account, in enforcing the rights of the Broker hereunder or in connection with the closure of the Securities Account or Finance Account, and any penalty charged as a result of any transaction to the Broker by any Exchange and/or clearing house.

3.45 **Short selling:** The Client warrants and represents that, unless the Client otherwise confirms to the Broker in accordance with this paragraph 3.45 that a sale of securities referenced therein is a short sale, I/we will not sell such securities short. The Client may sell securities listed in Hong Kong (or elsewhere, if required by applicable laws and regulations) short only in circumstances where the Broker has received confirmation from the Client in writing or (if sent electronically) which is capable of being printed, that (a) the order is a short selling order; (b) the Client has a presently exercisable and unconditional right to vest the securities to which the relevant sale order relates in the purchaser of those securities; and (c) to the extent that the Client has borrowed the securities or obtained a confirmation from the lender that it has the securities available to lend or deliver to the Client. The Broker is entitled to refuse to accept any instruction for short sale if the Broker is not satisfied that the conditions referred to in this paragraph 3.45 have been complied with.

3.46 **Decline of Extension of credit:** The Broker will not at any time be obliged to provide any credit facility to the Client. In particular, the Client understands that the Broker may not provide any credit facility to the Client if any of the following circumstances should arise:

- (a) the Client is in default of any provisions of the Agreement; or
- (b) in the opinion of the Broker there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or
- (c) making an advance would cause the applicable credit limit to be exceeded; or
- (d) The Broker in its absolute discretion considers it prudent or desirable for its protection not to do so.

3.47 [Deleted]

3.48 **Tape recording:** The Client expressly authorises the Broker to record by tape or other means all instructions and all other verbal communications (by telephone or otherwise) in connection with

券戶口或融資戶口的任何未付差額、執行本協議下的權利的過程中或與終止證券戶口或融資戶口相關而合理招致的任何費用及開支、及任何交易所及/或結算所因任何交易而向經紀徵收的任何罰款(除如他們或其中一人欺詐行事、任何有關損失、開支或損害是基於其中一人或全部人重大疏忽或蓄意失責外)。

3.45 **沽空:** 該客戶保證及陳述, 除非該客戶根據此第 3.45 段另行向經紀確認當中提到的證券出售是一項沽空, 否則本人/吾等將不會沽空有關證券。只有在經紀收到該客戶書面(或如以電子方式發送, 可以打印出來的)確認, 當中確認以下各項的情況下, 方可沽空在香港(或如適用法例及規例要求, 在其他地方)上市的證券:(a)該指令是一項沽空指令;(b)該客戶有現時可以行使和無條件的權利, 將相關出售指令相關的證券歸屬於該等證券的買方;及(c)如該客戶已借入證券, 或取得貸款人確認其擁有可借給或交付予該客戶的證券。如經紀不信納已遵守此第 3.45 段所述的條件, 則經紀有權拒絕接納任何沽空指示。

3.46 **融資限額:** 經紀在任何時候均有權不向該客戶提供任何信貸融資。該客戶明白尤其是在下列任何情況發生時, 經紀顯將不會向該客戶提供任何信貸融資:

- (a) 該客戶未能履行本協議的任何條款; 或
- (b) 經紀認為該客戶的財務狀況正出現或已出現了重大的不利變化, 或任何人士的財務狀況發生了重大不利變化, 而可能會影響該客戶解除在協議之下的責任或履行該客戶在協議下的義務; 或
- (c) 提供墊支將會令有關適用的信用限額被超過; 或
- (d) 經紀根據其絕對酌情權, 認為不提供融資將更為審慎或適宜。

3.47 [已刪除]

3.48 **電話錄音:** 該客戶明示授權經紀對一切有關證券戶口及融資戶口進行之指示及所有其他口頭通知(電話或其他)(統稱「口頭通

the Securities Account and the Finance Account (collectively, "Verbal Communication" ). The Client expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by your officer, shall be conclusive evidence between the Broker and the Client as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute. The Broker may refuse to act upon Verbal Communication without having to explain to the Client the reason for refusal. The Broker may defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Broker may consider appropriate.

3.49 **Third party payment:** The Broker shall have absolute discretion to refuse third party payment by whatever means as instructed by the Client. The Broker shall not be obliged to give reasons for doing so. The Client hereby acknowledges that payment of funds to third parties by the Broker involves risk of default by those third parties and that the Broker will employ reasonable judgment in selecting third party to receive the funds of the Client in relation to this authority. Nevertheless, the Client irrevocably agrees that the Broker shall have no liability to the Client whatsoever in employing such reasonable judgment in selecting third party to receive funds of the Client or for any loss of any nature arising directly or to the Client in consequence of the default, wrongful act or omission of any person, or any circumstances beyond the direct control of the Broker other than any losses arising directly in consequence of the gross negligence or willful default of the Broker or its employees acting in the ordinary course of their employment.

3.50 **Representations and warranties:** The Client represents, warrants and undertakes that:

(a) the Client has the authority and legal capacity to enter into and perform his or its obligations under this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate and other authority pursuant to its constitutional and organisational documents) and this Agreement constitutes the valid and legally binding obligations of the Client;

(b) unless otherwise explicitly stated in the Client Information Statement (as hereinafter defined), the Client (or if the Client is a partnership, none of its partners, or if the Client is a company, none of its directors, shareholders) or its authorised person is not an employee or officer of the Exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction). If the Client is such an employee or officer, the Client has received written approval from his employer to open the Securities Account or Finance Account and the Client will provide a copy of the written approval to the Broker. If the Client is or becomes an employee or officer of

知」)進行錄音。除非及直至反證能夠成立，客戶明示同意如於任何時間就關於口頭通知之內容有所爭論，則電話錄音或電話錄音之紀錄或由經紀僱員準備之核實譯本將成為經紀及該客戶口頭通知內容及性質的最終證據，並可成為該爭論的證據。經紀可在無需向該客戶解釋理由下，拒絕執行口頭通知，經紀可延遲執行口頭通知及在經紀認為適當下，要求有關口頭通知的進一步資料。

3.49 **第三方付款:**經紀有絕對酌情決定權拒絕該客戶所指示的第三方以任何方式的付款。經紀沒有義務對此提出原因。該客戶在此確定經紀向第三方支付款會涉及第三方的違責風險，並確認經紀就此權限會運用合理的判斷來挑選接受該客戶款項的第三方。但是，該客戶不可撤銷地同意經紀不就運用合理的判斷來挑選接受該客戶款項的第三方或因任何人的違責，錯誤作為，疏忽或因經紀能直接控制以外的情況，除經紀或其僱員在一般職務的範圍內的嚴重疏忽或故意違責，而直接導致該客戶的任何類型的損失負上責任。

3.50 **陳述及保證：**該客戶陳述、保證及承諾：

(a) 證客戶具有權力及法律權限簽訂及履行其於本協議的責任（而（如該客戶是一家公司，其獲妥善授權，並已根據其章程及組織文件，取得必須的公司及其他授權），及本協議對該客戶構成有效及具法律約束性的責任；

(b) 除客戶資料聲明（見以下定義）另有明示的規定外，該客戶（或如該客戶是一家合夥企業，則其合夥人，或如該客戶是一家公司，則其董事及股東）或其獲授權人士並非聯交所、貿易委員會、結算所、銀行或信託公司的僱員或高級職員，或《證券及期貨條例》下的任何持牌人士或註冊人士的聯營公司（或於其他司法管轄區與其相等的機構）。如該客戶為該等僱員或高級職員，該客戶已收到其僱主就開設證券戶口或融資戶口的書面批准，該客戶將向經紀提供一份該書面批准的副本。如該客戶為或成為交易

the Exchange or any stock exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction), the Client will promptly advise the Broker in writing and complete all documents required by the Broker in order that the Client may be accepted as a client of the Broker;

- (c) the Client is and shall remain responsible for reporting requirements under applicable laws and regulations in respect of any transactions effected by the Client, including but not limited to the responsibility for ensuring that any necessary individual or corporate reporting and disclosure requirements and shareholding restrictions are strictly complied with and providing the Broker from time to time, if required, with information and documentation to enable the Broker to discharge its obligations related thereto; and
- (d) the Client is aware of the tax implications and the reporting, registration and/or disclosure obligations (if any) that may arise in respect of any Securities Account or Finance Account, transaction, and service under applicable laws and regulations and further represents, warrants and undertakes that the Client shall be solely responsible for satisfying and complying with all such taxation, reporting, registration and/or disclosure obligations and providing the Broker from time to time, if required, with information and documentation to enable the Broker to discharge its obligations related thereto.

The above representations, warranties and undertakings shall be deemed to be repeated immediately before each instruction is given or executed.

- 3.51 **Conflict of Interests:** the Broker shall observe and abide by all guidelines, code of conduct, and practice directions from the regulators. In the event that there are any issues of conflicts between the interests of the Client and any of the guidelines, code of conduct, or practice directions, the Broker shall act in accordance with the guidelines, code of conduct, and/or practice directions as appropriate.
- 3.52 For the avoidance of doubt, the Client's obligations to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination in respect of paragraphs 3.8, 3.9, 3.10, 3.35, 3.36 and 3.37 shall survive the termination of these terms and conditions or the deactivation or revocation of the Securities Account and/or Finance Account.
- 3.53 **Severability:** If any of the provisions of these terms and conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way

所或任何證券交易所、交易委員會、結算所、銀行或信託公司的僱員或高級職員、或《證券及期貨條例》下的任何持牌人士或註冊人士的聯營公司（或於其他司法管轄區與其相等的機構）的僱員，該客戶將盡快以書面告知大華繼顯，並完成大華繼顯所需的文件以使該客戶可被大華繼顯接受為其客戶；

- (c) 該客戶負有及將繼續負有於適用法律及規例項下就任何該客戶完成的交易的匯報要求責任，包括（但不限於）有責任確保已嚴格遵守任何必須的個人或公司匯報及披露要求及持股限制，並（如有需要）不時向經紀提供資料及文件，讓經紀解除與其相關的義務；及
- (d) 該客戶知悉在適用法例及規例下就任何證券戶口或融資戶口、交易及服務可能產生的稅務影響及匯報、登記及/或披露義務（如有者），並進一步陳述、保證及承諾該客戶將完全負責履行及遵守所有有關的稅務、匯報、登記及/或披露義務，並（如有需要）不時向經紀提供資料及文件，讓經紀解除其相關義務。

上述陳述、保證及承諾將被視作在緊接給予或執行各項指示前重複。

- 3.51 **利害衝突:**經紀要奉行和遵守規管者所有的指導方針，操守守則和執業指引。當該客戶的利益與任何指導方針，操守守則或執業指引有衝突時，經紀將必須要依循有關的指導方針，操守守則或執業指引。
- 3.52 為了免除誤會，該客戶是有責任支付就 3.8,3.9,3.10,3.35,3.36 和 3.37 項下所有累積(含終止日)的成本，費用，收費，開銷和款額，在這些條款終止後或證券戶口及/或融資戶口的撤銷或撤回後仍然有效。
- 3.53 **可分割性：**如果任何條款在任何方面被裁定為不成立，違法或無效，其他條款的正確性，合法行，和可執行性不受影響。

affected.

#### 4 FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF TRADING IN EXCHANGE TRADED OPTIONS

Where the Client (by notice given by any person or persons authorised to give instructions as provided in paragraph 2.2 of this Agreement) requests and authorises the Broker to use the Securities Account and/or the Finance Account for the purpose of the Client's trading of Exchange Traded Options, the Client further agrees and confirms as follows:

4.1 **Definitions:** In this paragraph 4, unless otherwise expressly defined, words and expressions defined in the options trading rules of the Exchange (the "Options Trading Rules") and the Clearing Rules of SEOCH (the "Clearing Rules") shall have the same meanings.

4.2 **Rules and regulations:** The Client consents to the creation, exercise, settlement, and discharge of Client Contracts as contemplated by the Options Trading Rules and the Clearing Rules (the "Client Contract" ) and agrees to be bound by the terms and conditions as laid out in the Standard Contract of all Client Contracts to which the Client is party.

4.3 **Limits on positions:** The Broker may place limits on the positions that may be held or exercised by the Client. In addition, the Client understands that, subject to the Options Trading Rules and Clearing Rules, the Broker may be required to close or give-up Client Contracts as will result in the Broker complying with position limits prescribed by the Exchange, or where the Broker is in default, the default procedures of the Exchange, and that the result of such could be the closing or give-up of one or more Client Contracts to which the Client is party.

4.4 **Premium:** Premium is payable in respect of an Options Contract. The Premium to be charged shall be settled in cash. The Client agrees to pay such Premium to the Broker within the time period required by the Broker and notified to the Client. Where the Broker purchases, sells, or exercises an Options Contract in accordance with the instructions of the Client, the Client shall pay commission as agreed with the Broker. The Broker shall provide the Client with prior notice of any other fees or charges applicable to the Client's Securities Account and/or Finance Account.

4.5 **Delivery obligations:** Delivery obligations shall arise when a Client Contract is validly exercised. The Client shall perform such delivery obligations in accordance with this Agreement and the Standard Contract and in a manner consistent with the performance of the Broker's corresponding delivery obligations under the Options Trading Rules.

4.6 **Client's default:** In addition to the Broker's other rights under this Agreement, if the Client commits a default in payment of Premium, delivery of margin, performance of delivery obligations, or otherwise fails to comply with any of the terms contained in this

#### 4 適用於聯交所股票期權買賣的其他條款及條件

倘該客戶（經本協議第 2.2 段規定獲授權發出指示的任何一名或多於一名人士發出通知）要求及授權經紀使用證券戶口及 / 或融資戶口為該買賣聯交所買賣之期權，則該客戶進一步同意及確認如下：

4.1 **釋義：**在此第 4 段中，除非另有明確釋義，否則聯交所期權交易規則（「期權買賣規則」）及期權結算所的期權結算規則（「結算規則」）釋義的文字及詞語，應具相同涵義。

4.2 **規則與規例：**該客戶同意訂立、行使、結算及付清期權交易規則及結算規則所擬的客戶合約，並同意受該客戶作為訂約一方的所有該客戶合約的標準合約所載條款及條件約束。

4.3 **持倉限額：**經紀可對該客戶所持有或行使持倉訂定限額。此外，該客戶明白，在受期權買賣規則及結算規則規限下，經紀可能需要結算或放棄該客戶合約，以便經紀可遵從聯交所訂明的持倉限額，或（如經紀有失責行為）遵從聯交所的失責行為程序，以致須結算或放棄該客戶為訂約一方的一份或多於一份客戶合約。

4.4 **期權溢價：**期權合約須支付期權溢價。所收取的期權溢價，應以現金支付。該客戶同意，有關期權溢價須於經紀要求並通知該客戶的期間內支付。倘經紀按照該客戶指示購入、出售或行使任何期權合約，則該客戶同意支付與經紀協議的佣金。經紀須將適用於證券戶口及 / 或融資戶口的任何其他費用或收費事前通知該客戶。

4.5 **交收責任：**當有效行使該客戶合約時，即產生交收責任。該客戶須按照本協議及標準協議履行有關交收責任，並須按照不抵觸期權買賣規則履行經紀的相應交收責任的一致方式進行。

4.6 **該客戶違約：**除本協議所規定經紀的其他權利外，如該客戶並不支付期權溢價、交付保證金、履行交收責任或不遵守本協議所載的任何條款，在不損及經紀可享有的

Agreement, without prejudice to any other rights the Broker may have (including, without limitation, under paragraph 10.5 below), the Broker shall have the right, and the Client hereby authorises the Broker (1) to decline to take further instructions from the Client in respect of Exchange traded options business, (2) to close, give-up or exercise some or all of the Client Contracts to which the Client is party, (3) to enter into any Contracts for the purpose of hedging risk to which the Broker is exposed as a result of the Client's default, (4) to make, on an exchange or otherwise, any contract for the sale, purchase or other acquisition or disposal of any securities, futures contracts or commodities for the purpose of meeting obligations, or of hedging risks to which the Broker is exposed, in relation to the Client's default, (5) to dispose of some or all of the SEOCH Collateral (other than cash) held for or on behalf of the Client and apply the proceeds thereof, plus any cash SEOCH Collateral held for or on behalf of the Client, to all outstanding balances of the Client owing to the Broker and (6) to dispose of any or all securities held for or on behalf of the Client in order to set off any obligations of the Client and to exercise any rights of set off which the Broker may have in relation to the Client. Any monies remaining after such application shall be refunded to the Client.

任何其他權利 (包括 (但不限於) 下文第 10.5 段所載的權利) 下, 經紀亦可享有權利, 及而該客戶特此授權經紀 (1) 可拒絕再接受該客戶有關聯交所股票期權業務的任何指示, (2) 結算、放棄或行使部分或全部該客戶為訂約一方的該客戶合約, (3) 訂立任何合約, 藉此由於該客戶違約令經紀承受的對沖風險, (4) 在任何交易所或以其他方式訂立出售、購入或另行收購或處置任何證券、期貨合約或商品等任何合約, 藉此履行責任, 或由於該客戶違約經紀須承受的對沖風險, (5) 變賣代表該客戶持有的部分或全部期權結算抵押品 (不包括現金), 並應用其所得收益及代表該客戶持有的任何現金期權結算抵押品, 作為支付該客戶所欠經紀的所有未清償結餘, 及 (6) 變賣代表該客戶持有的任何或所有證券, 藉以抵銷該客戶的任何責任, 並可行經紀對該客戶可享有的任何抵銷權利。在應用上述各項後餘下的任何款項, 應退還給該客戶。

4.7 **Option class:** The Client acknowledges that where there is a change in the capital structure or composition of the issuer of the underlying security of an option class, or in other exceptional circumstances, SEOCH may make such adjustments to the terms and conditions of that option class as are, in its opinion, necessary or desirable to ensure that all parties to Contracts comprised in open positions in that option class are treated fairly. The Client agrees that all such adjustments shall be binding on the Client.

4.7 **期權類別:** 該客戶確認, 倘任何期權類別的正股發行機構的資本結構或組成有所改變或出現任何其他特殊情況, 期權結算可對該期權類別的條款及條件作出其認為所需或合宜的調整, 藉以確保該期權類別的未平倉交易合約的各方均獲公平對待。該客戶同意, 所有有關調整對該客戶均具約束力。

4.8 **Novation of Client Contracts:** The Broker may, where requested by the Client, and in accordance with the Client's instructions, request the give-up of Client Contracts of the Client to a different Options Trading Member. The Client agrees that, upon acceptance of such request, any Client Contract between the Broker and the Client shall, by operation of the Options Trading Rules and this Agreement, immediately be novated into a new Client Contract, on identical terms to that Client Contract, between the other Options Trading Member and the Client, as principals to such contract. If the request is not accepted, the original Client Contract shall remain in full force and effect, as if the give-up had never been requested.

4.8 **該客戶合約之約務更替:** 倘該客戶提出請求, 經紀可按照該客戶指示要求放棄該客戶的該客戶合約, 並給予不同的期權買賣會員。該客戶同意, 於接納有關請求後, 任何經紀與該客戶訂立的任何該客戶合約, 便立即約務更替, 轉予由其他期權買賣會員與該客戶 (以有關合約的主事人身分) 訂立與該客戶合約完全相同條款的新該客戶合約。若不接納有關請求, 原該客戶合約仍具有全部效力及作用, 猶如不曾要求放棄一樣。

4.9 **Client not employee of other members:** The Client confirms that the Client is not an employee of any other Options Trading Member and that no employee of any other Options Trading Member will have a beneficial interest in the Securities Account and/or the Finance Account.

4.9 **該客戶並非其他會員之僱員:** 該客戶確認, 該客戶並非任何其他期權買賣會員的僱員, 而任何其他期權買賣會員的任何僱員, 並不擁有證券戶口及 / 或融資戶口的任何實益權益。

4.10 **Client and the Broker contract as principals:** The Client understands that although all Options Contracts are to be executed on the Exchange, the Client and the Broker shall contract as principals under Client Contracts.

4.10 **該客戶與經紀均以主事人身分訂約:** 該客戶明白, 雖然所有期權合約均須於聯交所簽訂, 但該客戶與經紀均以主事人身分訂立該客戶合約。

|      |   |      |   |
|------|---|------|---|
| 4.11 | <b>Product Specifications:</b> The Broker agrees to provide the Client, upon request, with the product specifications for Options Contracts.  | 4.11 | 產品說明：經紀同意將應該客戶請求，向該客戶提供期權合約的產品說明。   |
| 4.12 | [Deleted]   | 4.12 | [已刪除]   |
| 5    | <b>FURTHER TERMS AND CONDITIONS TO APPLY TO DISCRETIONARY ACCOUNTS</b>  | 5    | <b>適用於全權代客投資戶口的其他條款及條件</b>  |
|      | Where the Client (by notice given by any person or persons authorised to give instructions as provided in paragraph 2.2 above) requests and authorises the Broker to open and/or maintain and/or manage a Securities Account and/or a Finance Account on a discretionary basis (together and each, the " <b>Discretionary Account</b> "), each Discretionary Account shall be designated in the books of the Broker as a discretionary account and the Client further agrees and confirms as follows:   |      | 倘該客戶（經上文第 2.2 段規定獲授權發出指示的任何一名或多於一名人士發出通知）請求及授權經紀以全權代客投資方式開立及 / 或維持及 / 或管理證券戶口及 / 或融資戶口（統稱及個別稱為「 <b>全權代客投資戶口</b> 」），而於經紀的簿冊中，每個全權代客投資戶口應稱為全權代客投資戶口，而該客戶進一步同意及確認如下：   |
| 5.1  | <b>Appointment:</b> The Client hereby appoints the Broker as its agent and attorney for the purpose of investing and reinvesting (in a separate and distinctive portfolio) the Investment Assets in connection with the Discretionary Account. The Broker shall fully and comprehensively manage the Discretionary Account in respect of the Investment Assets on a discretionary basis.  | 5.1  | <b>委任：</b> 該客戶特此委任經紀為其代理人及受權人，利用全權代客投資戶口進行投資及再投資（以獨立及不同的投資組合進行）投資資產。經紀須就投資資產而以全權代客投資方式，完全及全面管理全權代客投資戶口。   |
| 5.2  | <b>Investment Assets:</b> In this paragraph 5, " <b>Investment Assets</b> " shall consist of (a) all cash and investments of the Discretionary Account initially deposited with and/or assigned to the Broker by the Client and (b) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals therefrom.  | 5.2  | <b>投資資產：</b> 在此第 5 段中，「 <b>投資資產</b> 」由 (a) 該客戶最初存入及 / 或轉讓予經紀的全權代客投資戶口的所有現金及投資及 (b) 其所有投資、再投資及出售收益組成，包括（但不限於）投資的所有股息及利息，以及其所有增值及附加項目減其折舊及提款等。  |
| 5.3  | <b>Investment Guidelines:</b> The Broker will invest the Investment Assets in accordance with the objective, guidelines and restrictions as set by the Client in the Client Information Statement and accepted by the Broker (the " <b>Investment Guidelines</b> "). The Client shall have the sole discretion to modify the Investment Guidelines from time to time by notice to the Broker, provided that the Client shall have consulted the Broker in advance and provided further that such modification made by the Client pursuant to this paragraph 5.3 shall become effective only upon the Broker giving its written consent to such modifications and shall become an integral part of this Agreement. For the avoidance of doubt, the Investment Guidelines shall not be regarded as having been breached by reason of changes in the price or value of the Investment Assets which are due solely to market forces or movements in any market or other events beyond the reasonable control of the Broker, and the Broker shall not be under any obligation to investigate or verify the creditworthiness or status of any person or the legal validity of any document in managing the Discretionary Account. | 5.3  | <b>投資指引：</b> 經紀將按該客戶在客戶資料聲明（見以下定義）中所述並獲經紀接納的目標、指引及限制（「 <b>該等投資指引</b> 」），將投資資產用於投資。該客戶經通知經紀後，可不時全權酌情修訂投資指引，前提是該客戶已事先諮詢經紀，而進一步的前提是該客戶按本第 5.3 段作出的有關修訂只會在經紀對有關修訂給予其書面同意下生效，且有關修訂將為本協議的組成部分。為免生疑問，如純粹因為任何市場力量、市場波動或非經紀所能合理控制的其他事故，致令投資資產價格或價值有變，不得視為違反投資指引論，而在管理委託戶口的過程中，經紀並無義務調查或核實任何人士的信用可靠性或狀況，或任何文件的法律效力。 |
| 5.4  | <b>Management fees:</b> In consideration of the Broker providing  | 5.4  | <b>管理費：</b> 基於經紀以全權代客投資方式，  |

management services on a discretionary basis for trading by the Client on the Discretionary Account, the Client agrees to pay the Broker such management fees as the Broker may require and notify to the Client from time to time.

5.5 **Other investment management services:** The Broker may act and continue to act as investment manager to other clients and nothing in this Agreement shall in any way be deemed to restrict the right of the Broker to perform investment management or other services for any person, and the performance of such services for any other person shall not be deemed to violate or give rise to any duty or obligation to the Client.

5.6 **The Broker may trade on own account:** Nothing in this Agreement shall limit or restrict the Broker or any of its Associated Companies or affiliates from buying, selling or trading in any securities for its or their own account or accounts. The Client acknowledges that the Broker, its Associated Companies or affiliates and their other clients may at any time have, acquire, increase, decrease or otherwise dispose of positions in investments which are at the same time being acquired or disposed of for the Discretionary Account of the Client. Neither the Broker nor any of its Associated Companies or affiliates shall be liable to account to the Client for any profit, commission or remuneration arising out of or in connection with such transactions.

## 6 ACCOUNT OPENING INFORMATION

The information contained in the client information statement signed for identification by the Client (as amended from time to time in the manner contemplated in this paragraph 6, the "**Client Information Statement**") is true, complete, correct and accurate and may be relied upon by the Broker, as amended only by written notice from the Client to the Broker signed by any person(s) then authorised to give instructions pursuant to paragraph 2.2 of this Agreement. The Client shall, through any such person(s), notify the Broker promptly of any amendments to such information.

If the Client does not promptly provide the Broker with any information, documentation or certifications/declarations requested by the Broker from time to time, it may withhold (where required by the law, whether local or foreign) from any payment it would otherwise be required to make to the Client such sums as required by law.

## 7 FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A SOLE PROPRIETORSHIP ACCOUNT

Where the Client is a Proprietor, the Client further agrees and confirms as follows:-

7.1 **Client/Firm:** Nothing in this Agreement shall be construed so as to reduce or limit the liability of the Client to the Broker in respect of any obligations, indebtedness or liabilities incurred by or in the name of the Firm whether or not such liabilities, indebtedness or obligations were incurred under or in relation to this Agreement and it is expressly agreed that all references herein to

為該客戶在全權代客投資戶口進行的買賣提供管理服務，該客戶同意將經紀不時要求及通知該客戶的管理費付給經紀。

5.5 **其他投資管理服務：**經紀可擔任及繼續擔任其他該客戶的投資經理，而本協議的任何規定，在任何方面均不當作限制經紀為任何人士執行投資管理或其他服務。而向任何其他人士提供有關服務時，並不當作違反對該客戶履行的任何責任或義務，亦不會產生有關責任或義務。

5.6 **該經紀可自行買賣：**本協議的任何規定，並不局限或限制經紀或其任何聯營公司或聯繫人自行買入、出售或買賣任何證券。該客戶確認，經紀、其聯營公司或聯繫人及彼等的其他客戶可於任何時間同時擁有、取得、增加、減少或以其他方式變賣與客戶在全權代客投資戶口取得或變賣的投資持倉。經紀或其任何聯營公司均毋須就由有關交易產生或與之相關的任何利潤、佣金或酬金向該客戶解釋。

## 6 開戶資料

在該客戶簽署識別的該客戶資料聲明（經按照此第 6 段所擬方式不時修訂，稱為「**該客戶資料聲明**」）所載的資料均為真實、完整、正確及準確，而經紀可以依據有關資料。此有關資料只能根據本協議第 2.2 段獲授權發出指示的任何人士簽署向經紀發出的該客戶書面通知修改。如有關資料須予修改，該客戶必須透過任何有關人士通知經紀

如該客戶不適時向經紀提供經紀不時要求的任何資料、文件或證明 / 聲明，則經紀可（如本地或外國法例要求）從其理應向該客戶作出的任何付款中預扣法例要求的有關金額。

## 7 適用於獨資經營者戶口的其他條款及條件

若該客戶為獨資經營者，該客戶須進一步同意及確認如下：

7.1 **該客戶 / 商號：**本協議並無任何應詮釋為減少或限制客戶是由該商號或以其名義產生的任何責任、債項或負債而須向經紀承擔的法律責任，不論有關責任、債項或負債是否根據或基於本協議產生亦然。現明確同意，凡於本協議中提述該客戶的「責



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|     | "obligations", "indebtedness" or "liabilities" of the Client shall include any obligations, indebtedness or liabilities of the Firm to the Broker which may exist from time to time.  |     | 任」、「債項」或「負債」，應包括該商號須向經紀所承擔的任何不時存在的責任、債項或負債。   |
| 7.2 | <b>Chop:</b> Any notice or written instruction given by the Client to the Broker shall be valid whether the same is given with or without the Firm's stamp or chop.   | 7.2 | <b>印章：</b> 不論有否蓋上該商號的印鑑或印章，該客戶給予經紀的任何通知或書面指示，均屬有效。  |
| 7.3 | <b>Proprietor/Firm:</b> References to an account, not being the Securities Account or the Finance Account, maintained by the Client with the Broker, any Associated Company or otherwise shall include any account whether maintained by or in the name of the Proprietor or the Firm; and references to "securities", "cash" and "property" of the Client shall include any securities cash or property from time to time held for or on behalf of the Proprietor or the Firm.   | 7.3 | <b>獨資經營者 / 商號：</b> 凡所指該客戶在該經紀、任何聯營公司或其他形式開立的任何戶口（並非證券戶口或融資戶口）時，應包含任何戶口，不論由獨資經營者或該商號或以其名義維持的戶口亦然；在所指該客戶的「證券」、「現金」及「財產」時，應包括代表獨資經營者或該商號不時持有的任何證券、現金或財產。   |
| 7.4 | <b>Client's addresses:</b> The obligations of the Broker to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of the Proprietor, the Firm or the Firm's lawful representative as any of such addresses appear from time to time on the Broker's records or by delivering the same to the Proprietor, the Firm or such representative or to any such address at the Broker's absolute discretion.  | 7.4 | <b>該客戶地址：</b> 經紀有責任把有關股票證明或證券送交經紀紀錄中不時載述的獨資經營者、該商號或該商號的合法代表的營業、住宅或郵遞地址，或將其交付給獨資經營者、該商號或有關代表，或經紀擁有絕對酌情決定送交任何有關地址。  |
| 7.5 | <b>Communications:</b> For the purposes of this Agreement, a notice or communication to the Client will be effectively given when mailed, delivered, sent or communicated to the Proprietor or the Firm in accordance with paragraph 3.15 of this Agreement notwithstanding that such notice or communication has not been given to both the Proprietor and the Firm, and to the extent that any notice or demand shall not be required to be given to or made of the Client hereunder no such notice or demand shall required to be given to or made of either the Proprietor or the Firm.   | 7.5 | <b>通訊：</b> 就本協議而言，發給該客戶的任何通知或通訊文件，在按照本協議第 3.15 段郵寄、交付、送交或傳達後，即為有效發給獨資經營者或該商號的通知或通訊文件，即使有關通知或通訊並未同時發給獨資經營者及該商號兩者，及如任何通知或要求無須發給或給予該客戶，則無須發給獨資經營者或該商號。   |
| 8   | <b>FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A JOINT ACCOUNT</b>   | 8   | <b>適用於聯名戶口其他條款及條件</b>   |
|     | Where the Client comprises Joint Account Holders, the Client further agrees and confirms as follows:-   |     | 如該客戶為聯名戶口持有人組成，則該客戶須進一步同意及確認如下：   |
| 8.1 | <b>Client/Joint Account Holders:</b> References to an account, not being the Securities Account or the Finance Account, maintained by the Client with the Broker, any Associated Company or otherwise shall include any account maintained by or in the name of any of the Joint Account Holders whether solely or together with all other Joint Account Holders and references to "securities", "cash" and "property" of the Client shall include any securities cash or property from time to time held for or on behalf of any Joint Account Holder(s) and references to "indebtedness" of the Client shall to be joint indebtedness of the Joint Account Holders. | 8.1 | <b>該客戶 / 聯名戶口持有人：</b> 凡所指該客戶在經紀、任何聯營公司或以其他形式開立的任何戶口（並非證券戶口或融資戶口）時，應指以任何聯名戶口持有人或其名義維持的任何戶口，不論單獨或與其他聯名戶口持有人共同維持亦然；在所指該客戶的「證券」、「現金」及「財產」時，應包括代表任何聯名戶口持有人不時持有的任何證券、現金或財產，而在所指該客戶的「債項」時，應指各聯名戶口持有人的共同債項。 |
| 8.2 | <b>Money transfers:</b> A request made by the Broker under paragraph 2.6 of this Agreement may be made on behalf of the Client or any Joint Account Holder(s), and the reference to "advance" shall be construed accordingly.   | 8.2 | <b>款項轉賬：</b> 根據本協議第 2.6 段經紀所作出的任何要求，可代表該客戶或任何聯名戶口持有人作出，而在提述「貸款」時，應按此詮釋。   |

- 8.3 **Combination of accounts:** The authority which the Client has given to the Broker in paragraph 3.6 of this Agreement shall not entitle the Broker to combine or consolidate any account(s) in the joint names of all the Joint Account Holders then in credit with any other account(s) in the name(s) of any number of Joint Account Holders (not being all of the Joint Account Holders) then in debit.
- 8.3 **合併戶口：**該客戶在本協議第 3.6 段給予經紀的授權，並不賦予經紀有權把所有聯名戶口持有人聯名開立而當時有貸方結餘的任何戶口，與任何聯名戶口持有人（並非所有聯名戶口持有人）名義開立而當時有借方結餘的任何戶口合併或綜合。
- 8.4 **Client's addresses:** The obligation of the Broker to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of any of the Joint Account Holders as they appear from time to time on the Broker's records or by delivering the same to any Joint Account Holder or to any such address at the Broker's absolute discretion.
- 8.4 **該客戶地址：**經紀有責任把有關股票證明或證券送交經紀紀錄中不時載述的任何聯名戶口持有人的營業、住宅或郵遞地址，或將其交付任何聯名戶口持有人，或經紀絕對酌情決定送交任何有關地址。
- 8.5 **Communications:** For the purpose of this Agreement, a notice or communication to be given to the Client shall be effectively given when mailed, delivered, sent or communicated to any of the Joint Account Holders in accordance with paragraph 3.15 of this Agreement and notwithstanding that such notice or communication has not been given to all Joint Account Holders, and to the extent that any notice or demand is not required to be given to the Client hereunder, no such notice or demand shall be required to be given to or made of any of the Joint Account Holders.
- 8.5 **通訊：**就本協議而言，發給該客戶的任何通知或通訊文件，在按照本協議第 3.15 段郵寄、交付、送交或傳達後，即為有效發給任何聯名戶口持有人的通知或通訊文件，即使有關通知或通訊並未同時發給所有聯名戶口持有人，及如任何通知或要求無須發給或給予該客戶，則無須發給或給予任何聯名戶口持有人。
- 8.6 **Power of attorney:** Any appointment of the Broker as attorney or agent pursuant to paragraph 3.22 of this Agreement shall be effective appointment of the Broker as attorney or agent for each Joint Account Holder to do any or all of the things referred to in that paragraph whether on behalf of the Client or any one Joint Account Holder or more than one Joint Account Holder.
- 8.6 **授權書：**任何根據本協議第 3.22 段委任經紀為受權人或代理人，則經紀等同有效被獲委任為每名聯名戶口持有人的受權人或代理人，可作出該段提述的任何或所有事項，不論是代表該客戶、任何一名或多於一名聯名戶口持有人亦然。
- 8.7 **Investor Compensation fund claims:** The provisions of paragraph 3.30 of this Agreement shall apply subject to the maximum compensation limit as prescribed under the SFO for each of the Joint Account Holders on a per-investor basis.
- 8.7 **投資者賠償基金索償：**本協議第 3.30 段的規定，應在《證券及期貨條例》以每名投資者方式就每名聯名戶口持有人規定的最高賠償限額的範圍內適用。
- 8.8 **Protection of the Broker's rights:** The Broker may grant time or other indulgence to any of the Joint Account Holders without impairing or affecting in any way any of the Broker's rights herein against any other Joint Account Holder. In the case of the death or incapacity of any or all of the Joint Account Holders, the liability of the estate of such deceased or incapacitated Joint Account Holder or Joint Account Holders (as the case may be) shall cease only with regard to transactions made with the Broker subsequent to the receipt by the Broker of written notice of the relevant death or incapacity, and the Broker's rights hereunder shall not be affected in any other way by any such death or incapacity.
- 8.8 **經紀權利之保障：**經紀可給予時間或其他寬限批給任何聯名戶口持有人，而不會在任何方面損及或影響本協議中經紀對任何其他聯名戶口持有人所享有的任何權利。倘任何或所有聯名戶口持有人死亡或喪失能力，有關死亡或喪失能力的一名或多於一名聯名戶口持有人（視乎情況而定）的產業責任，只會在經紀收訖有關死亡或喪失能力的書面通知之後，對經紀隨後作出的交易停止承擔責任，而本協議的經紀權利，在任何其他方面均不會因任何該戶口持有人的死亡或喪失能力而受到影響。
- 8.9 **Joint and several liabilities:** The Client's liabilities and obligations arising hereunder shall be joint and several as between the Joint Account Holders. Each Joint Account Holder shall waive in favour of the Broker the right of proof in competition with the Broker in the bankruptcy or insolvency of any other Joint Account Holder(s) and no such Joint Account Holder shall take from another or others any kind of security without the Broker's prior written
- 8.9 **共同及分別責任：**在各聯名戶口持有人之間，本協議產生的該客戶責任及義務，應為共同及分別承擔。如任何聯名戶口持有人破產或無力償債時，每名聯名戶口持有人須放棄與經紀競爭證明債權的權利。如未獲得經紀事前書面同意，各聯名戶口持有人不得向另一名或其他戶口持有人索取

consent.

## 9 FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A PARTNERSHIP ACCOUNT

Where the Client comprises the Partners, the Client further agrees and confirms as follows:-

- 9.1 **Client/Partnership:** The Partners of the Partnership shall be jointly and severally liable for the Securities Account and the Finance Account and for all obligations, indebtedness and liabilities to the Broker incurred by the Partnership whether or not so incurred under or in respect of this Agreement.
- 9.2 **Chop:** Any notice or written instruction given by the Client to the Broker under this Agreement shall be valid whether such notice or instruction is given with or without the Partnership's stamp or chop.
- 9.3 **Partners/Partnership:** References to an account, not being the Securities Account or the Finance Account, maintained by the Client with the Broker, any Associated Company or otherwise shall include any account maintained by or in the name of any of the Partners and references to "securities", "cash", and "property" of the Client shall include any securities, cash or property from time to time held for or on behalf of any one or more of the Partners or the Partnership.
- 9.4 **Money transfers:** A request made by the Broker under paragraph 2.6 of this Agreement may be made on behalf of the Client or any of the Partners, and the references to "advance" shall be construed accordingly.
- 9.5 **Combination of accounts:** The authority which the Client has given to the Broker in paragraph 3.6 of this Agreement shall not entitle the Broker to combine or consolidate any account(s) in the name of the Partnership then in credit with any account(s) in the name(s) of any one of more of the Partners (not being all of the Partners) then in debit.
- 9.6 **Client's addresses:** The obligations of the Broker to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of any of the Partners or to the Partnership as they appear from time to time on the Broker's records or by delivering the same to any Partner or any such address at the Broker's absolute discretion.
- 9.7 **Communications:** For the purpose of this Agreement, a notice or communication to be given to the Client will be effectively given when mailed, delivered, sent or communicated to any of the Partners or to the Partnership in accordance with paragraph 3.15 of this Agreement and notwithstanding that such notice or communication has not been given to all of the Partners, and to the extent that any notice or demand shall not be required to be given to or made of the Client hereunder, no such notice or demand shall be required to be given to or made of any of the Partners.

任何類別的抵押。

## 9 適用於合夥經營戶口的其他條款及條件

如該客戶為合夥人組成，該客戶須進一步同意及確認如下：

- 9.1 **該客戶 / 合夥經營企業：**該合夥經營企業的合夥人須共同及各別承擔證券戶口及融資戶口的責任，以及該合夥經營企業所產生對經紀承擔的一切責任、債項或債務，不論是否因為本協議而產生者亦然。
- 9.2 **印章：**不論有否蓋上該合夥經營企業的印鑑或印章，本協議中該客戶給予經紀的任何通知或書面指示，均屬有效。
- 9.3 **合夥人 / 合夥經營企業：**凡所指該客戶在經紀、任何聯營公司或以其他形式開立的任何戶口（並非證券戶口或融資戶口）時，應包括任何合夥人或以其名義維持的任何戶口；所指該客戶的「證券」、「現金」及「財產」時，應包括代表一名或多於一名合夥人或該合夥經營企業不時持有的任何證券、現金或財產。
- 9.4 **款項轉賬：**根據本協議第 2.6 段經紀所作出的任何要求，可代表該客戶或任何合夥人作出，而在提述「貸款」時，應按此詮釋。
- 9.5 **合併戶口：**該客戶在本協議第 3.6 段給予經紀的授權，並不賦予經紀有權把該合夥經營企業名義開立而當時有貸方結餘的任何戶口，與一名或多名合夥人（並非所有合夥人）名義開立而當時有借方結餘的任何戶口合併或綜合。
- 9.6 **該客戶地址：**經紀有責任把有關股票證明或證券送交經紀紀錄中不時載述的任何合夥人或合夥經營企業的營業、住宅或郵遞地址，或將其交付給任何合夥人，或經紀絕對酌情決定送交任何有關地址。
- 9.7 **通訊：**就本協議而言，發給該客戶的任何通知或通訊文件，在按照本協議第 3.15 段郵寄、交付、送交或傳達後，即為有效發給任何合夥人或該合夥經營企業的通知或通訊文件，即使有關通知或通訊並未同時發給所有合夥人，及如任何通知或要求無須發給或給予該客戶，則無須發給或給予任何合夥人。

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| 9.8  | <b>Power of attorney:</b> Any appointment of the Broker as attorney or agent pursuant to paragraph 3.22 of this Agreement shall be effective appointment of the Broker as attorney or agent for each Partner to do any or all of the things referred to in that paragraph whether on behalf of the Partnership or any one or more Partners.  | 9.8  | 授權書：任何根據本協議第 3.22 段委任經紀為受權人或代理人的任何委任，則經紀等同有效被獲委任為每名合夥人的受權人或代理人，可作出該段提述的任何或所有事項，不論是代表該合夥經營企業或任何一名或多名合夥人亦然。  |
| 9.9  | <b>Investor Compensation fund claims:</b> The provisions of paragraph 3.30 of this Agreement shall apply equally in respect of claims that may be made or which are made by any or all of the Partners.  | 9.9  | 投資者賠償基金索償：本協議第 3.30 段的規定，應同樣適用於任何或所有合夥人提出的索償。  |
| 9.10 | <b>Protection of the Broker's rights:</b> This Agreement shall ensure to the benefit of and be binding on the Partners and their respective executors, administrators, successors and assigns. The Broker may grant time or indulgence to any of the Partners without impairing or affecting in any way any of the Broker's rights herein against any of the other Partners. The dissolution of the Firm for whatever reason shall not affect the liabilities of the Partners individually or jointly until the Broker shall have received written notice from any of the Partners to such effect, but no notice shall affect the Partners' liability jointly or severally for any transaction made with the Broker prior to the Broker receiving the said notice and in the case of the death of a Partner, the liability of the estate of the deceased Partner shall cease only with regard to transactions made with the Broker subsequent to the receipt by the Broker of written notice of the death of the deceased Partner. Notwithstanding the foregoing, upon any Partner ceasing to be a member of the Firm by death or otherwise the Broker may in the absence of written notice to the contrary from any Partner or the legal personal representative(s) or trustee(s) of any Partner treat the surviving or continuing Partner(s) or other partner(s) for the time being as having full power to carry on the business of the Firm and to deal with its assets freely as though there had been no change in the Firm. | 9.10 | 經紀權利之保障：本協議應以合夥人及其各自遺囑執行人、遺產管理人、承繼人及承讓人的利益為依歸，並對合夥人及其各自遺囑執行人、遺產管理人、承繼人及承讓人具約束力。經紀可給予時間或其他寬限批給任何合夥人，而不會在任何方面損及或影響本協議中經紀對任何其他合夥人所享有的任何權利。若該商號基於任何原因解散，對各合夥人的個別或共同責任不會造成影響，直至經紀收訖任何合夥人發出有關解散的書面通知為止，但任何通知並不影響任何合夥人對經紀收訖所述通知之前與經紀所訂定的任何交易承擔的共同及分別責任。倘任何合夥人死亡，則有關死亡合夥人的遺產，只會在經紀收訖有關死亡的書面通知之後，對經紀隨後作出的交易終止承擔責任。儘管上文另有規定，一旦任何合夥人因死亡或其他原因終止擔任該商號的成員，在沒有任何合夥人或任何合夥人的法定遺產代理人或受託人的相反書面通知下，經紀將當時尚存或在任合夥人或其他合夥人，視作具有充份權力經營該商號的業務及處理該商號資產，猶如該商號並無任何改變一樣。 |
| 9.11 | <b>Joint and several liabilities:</b> The Client's liabilities and obligations hereunder shall be joint and several as between each of the Partners. Each Partner shall waive in favour of the Broker the right of proof in competition with the Broker in the bankruptcy or insolvency of any or all of the other Partners and no Partner shall take from the other or others any kind of security without the Broker's prior written consent.  | 9.11 | <b>共同及分別責任：</b> 在各合夥人之間，本協議產生的該客戶責任及義務，應為共同及分別承擔。如任何或所有合夥人破產或無力償債時，每名合夥人須放棄與經紀競爭證明債權的權利。如未獲得經紀事前書面同意，各合夥人不得向另一名或其他合夥人索取任何類別的保證。  |
| 10   | <b>MARGIN LENDING AND MARGIN CALL POLICY</b>   | 10   | <b>保證金借貸及追繳保證金政策</b>   |
| 10.1 | <b>Margin finance facilities:</b> The Client may be granted credit facilities by the Broker of up to such percentage and limit as may be determined (and amended) by the Broker from time to time at the Broker's sole discretion of the market value of the collateral maintained with the Broker, subject always to the terms of such facilities, including as to repayment and cancellation, but the Broker is not obliged to offer or agree to provide such facilities by this Agreement.  | 10.1 | <b>保證金融資安排：</b> 該客戶可獲經紀批出信貸融資，以根據存於經紀的抵押品的市值中的某百分率計算的金額為限，該百分率的上限可由經紀隨時自己裁量決定(及修改)，惟須受有關融資條款規限，包括關於還款及取消融資的條款，但於本協議中，經紀並無義務提呈或同意提供有關融資。  |
|      | The credit facilities may be reviewed from time to time and at any time by the Broker without further reference to the Client and the  |      | 該信貸融資可能不時及於任何時間被經紀審閱並毋需知會客戶。經紀享有絕對酌情   |

Broker may, at its absolute discretion, vary the terms and conditions herein and/or under and in respect of which the credit facilities were granted/made available.

權以變更本條款與細則及 / 或有關信貸融資的細項。

**10.2 Margin and other payments:** Despite any of the other terms and conditions herein or in any other agreement between the Client and the Broker, the Client will pay all its indebtedness to the Broker (whether actual or contingent, present or future) on demand or earlier when due and at the request of the Broker will deposit such margins in money (by cash or bank cashier order), securities or otherwise and maintain such security with the Broker as the Broker deems satisfactory or which may be required by the rules of any exchange, market or authority of which the Broker is a member or to which the Broker may have any obligation. Each such margin/security call shall be met immediately.

**10.2 保證金與其他付款：**縱使本協議或該客戶與經紀訂立的任何其他協議中有任何其他條款及條件，該客戶仍須按要求或如期償還該客戶所欠經紀的所有債項（不論是實在或屬或然者，亦不論現有或將來者），並按照經紀要求，將得經紀認為滿意或經紀為其會員或經紀須承擔義務的任何交易所、市場或機構的規則所規定的保證金款項（以現金或銀行本票支付）、證券或其他項目存放並維持存放於經紀處。於要求支付有關保證金 / 抵押後，須立即按要求的辦理。

**10.3 Margin Procedure:** In respect of each sale or purchase of securities by the Broker pursuant to the Client's instructions under this Agreement, where such purchased securities are to be financed or such sold securities have been financed by margin finance facilities referred to in this Agreement, the Broker will be entitled (but not obliged) to without notice to the Client effect such transaction as follows:

**10.3 孖展買賣程序：**就經紀根據本協議的該客戶指示作出的每項證券買賣而言，倘所購入證券將按照或所出售證券如按照本協議所提供的孖展融資安排提供融資，則經紀將有權（但無義務）在不給予客戶通知下進行下列有關交易：

- (a) to sell or, as the case may be, purchase securities on the Securities Account;
- (b) in the case of a purchase of securities, to settle the purchase price by debiting the Finance Account on the settlement date of such transaction;
- (c) upon debiting the Finance Account in accordance with paragraph (b) above, to arrange for such securities to be held by and charged to the Broker in accordance with paragraph 3.6 of this Agreement to secure the debit balance on the Finance Account;
- (d) in the case of a sale of securities (subject to the Broker's charge over the securities referred to in paragraph (c) above), to settle such transaction on the date of such transaction by (a) transferring from the Finance Account such securities for the purpose of settling such sale and (b) upon receipt of the proceeds of such sale, transferring to the credit of the Finance Account such proceeds so as to reduce or settle the then existing debit balance, if any, on the Finance Account in accordance with the terms of this Agreement; and/or
- (e) to settle any liability, in part or in full, owed by or on behalf of the Client to any Associated Company, the Broker's nominee or any third party.

- (a) 須以證券戶口出售或（視乎情況而定）購入證券；
- (b) 就購入證券而言，於有關交易的結算日期，以記入融資戶口的借方作為結清有關購價；
- (c) 在按照上述(b)段記入融資戶口借方後，按照本協議第 3.6 段，安排由經紀持有有關證券，並將有關證券押記予經紀，作為融資戶口借方結餘的抵押；
- (d) 就出售證券而言，在受上文(c)段所述經紀的證券押記規限下，於進行有關交易的日期，按照本協議條款(a)從融資戶口轉移有關證券，藉以結清有關出售證券及 (b)於收訖有關出售所得收益後，將有關收益轉入融資戶口的貸方，藉以減少或結清融資戶口當時存在的借方結餘（如有），從而結清有關交易；及 / 或
- (e) 部分或悉數清償該客戶（或代表該客戶）欠任何聯營公司、經紀的代名人或任何第三方的任何負債。

**10.4 Margin Call Policy**

**10.4 追繳保證金政策**

Margin calls will be issued when the loan amount exceeds the total

若該客戶在大華繼顯的保證金戶口之借款

margin value of the shares in the Client' s account(s).

## Margin Call

The Broker, through the Account Executive(s), will notify the Client of the margin call amount and the time period (if applicable) to fulfill the margin requirements.

The broker may, in its sole discretion, disallow the Client to increase the position within the period of the margin call.

The Client is required to meet the margin call within the time period by depositing cash, marginable securities or selling shares. Otherwise the Broker has the sole discretion to restore the margin ratio by initiating sale of shares in the Client' s account(s).

If trading in any share held in the Client' s account(s) is suspended for any reason, such suspended share shall have a marginable value of HK\$0 during the period of such suspension.

Notwithstanding any other provision in paragraph 10.4 of this Agreement, whenever the Broker deems it advisable for its protection, the Broker has the right to shorten the time period to meet the margin call and/or to initiate selling securities immediately without prior notice to the Client. The Broker reserves the right to liquidate the securities at any time and at any prices. The net proceeds of any such sale shall be applied against the Client' s indebtedness to the Broker, and the Client shall remain responsible for any deficiency.

The Broker' s failure to make a margin call when it is entitled to do so shall not prejudice the Broker' s right to subsequently make a margin call, and the Broker shall not be liable for any further losses which the Client may suffer if the Broker chooses not to make a margin call when it is entitled to do so.

The English text shall prevail in the event of any inconsistency between the English and Chinese texts.

Please refer to the account opening documents or contact your Account Executive should you require more information on margin account operations.

10.5 **Power to sell securities:** Whenever and so often as the Broker deems it advisable for its protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, or upon any closure of the Securities Account or the Finance Account or termination of the Broker's relationship with the Client, all amounts owing by the Client to the Broker will (to the extent, if any, not already due and payable on demand) immediately become due and payable to the Broker on demand and the Broker is irrevocably authorised at its discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Client, and on

超越戶口內股票之保證金總值，大華繼顯將會發出追繳保證金通知。

## 追繳保證金

經紀(透過大華繼顯的該客戶主任)將會通知該客戶所需繳付保證金之時限 (如適用) 及金額。

經紀可全權酌情不容許客戶在發出追繳保證金通知期間增加持倉。

客戶須於時限內以存入款項、存入有保證金價值之證券、及/或沽出股票，以補足追繳之保證金，否則經紀有權替其戶口強制平倉。

如因任何原因暫時中止該客戶戶口裡的股票交易，在被中止的期間，該股票的可保證金將為港幣\$0。

儘管本協議的 10.4 段所列的其他條款，經紀認為有需要保障經紀所合宜者，經紀有權縮短該客戶追繳保證金之時限，或立即執行強制平倉，而無須事先通知該客戶。經紀保留絕對權力在任何時間以任何價格沽出該客戶之證券，任何有關出售所得收益淨額，將用作償還該客戶欠經紀的債項，不足之數該客戶仍須承擔責任。

經紀有權而如未向該客戶追繳保證金並不損害經紀往後向該客戶追繳保證金的權利，及經紀不承擔該客戶因此所蒙受的額外損失。經紀沒有行使上述權利並不影響該客戶應承擔的責任。

中英文本若有任何歧議，須以英文本為準。

該客戶如欲進一步了解經紀的保證金戶口詳情，可參閱經紀的開戶文件或聯絡閣下的客戶主任。

10.5 **出售證券權力：**因保證金、抵押不足或其他原因，或須遵照任何有關交易所、結算所或該經紀的任何規則及於取消證券戶口或融資戶口或該經紀與該客戶之關係終止後，該經紀認為保障該經紀所合宜者，則該客戶所欠該經紀的所有欠款，如非已到期並須應要求支付 (如有)，應即時到期並須應要求付給該經紀，而該經紀獲得不可撤銷的授權，可自行酌情決定 (就時間、條款及其他而言) 在通常進行有關事項的證券交易所或商品交易所，或以私人

the stock exchanges or commodity exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Client's account is short and/or sell any or all securities which the Broker is holding or carrying for or on the Client's account and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on the Broker's part to the Client for any such action taken, except in the case of gross negligence or wilful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as the Broker may select against the Client's indebtedness to the Broker, or to the Client's short position with the Broker, without prejudice to the Client's liability for any deficiency. In the event the net proceeds of sale shall be insufficient to cover the whole of the Client's liabilities under this Agreement, the Customer undertakes to pay to the Company on demand any balance that may then be due.

10.6 **Charge of securities:** All securities which are now or shall at any time hereafter be held by the Broker or its nominees for or on the Client's account and all money and other property at any time held by the Broker for safe-keeping, as margin or otherwise on behalf of the Client shall be charged to or held by the Broker for the benefit of the Broker as a first priority fixed continuing security (the "Charge") for the payment and/or discharge to the Broker of all and any of the Client's liabilities to the Broker or any Associated Company whatsoever and the Client's performance of all and any obligation hereunder (whether on the Securities Account or the Finance Account, arising from the business of dealing in securities or the financing of such dealing or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint) and together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Broker and/or its Associated Companies. With respect to such security:

- (a) the Client represents and warrants that the such securities are legally and beneficially owned by the Client, that the Client is entitled to deposit the securities with the Broker or any Associated Company, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities charged to the Broker are and will be fully paid up;
- (b) such security shall attach to all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
- (c) upon default by the Client in payment on demand or earlier when due of any of the Client's indebtedness to the Broker

出售或購入方式（視乎情況而定），購入該客戶戶口內賣空的任何或所有證券及/或出售該經紀代表該客戶持有或存有的任何或所有證券及/或將任何未平倉合約平倉及/或取消任何未執行命令，無須向該客戶作出任何種類的要求或發出通知，並在每種情況下，該經紀無須就所進行的任何有關行動而向該客戶承擔任何責任，除非涉及嚴重疏忽或故意過錯者例外。任何有關出售所得收益淨額或任何有關購入的證券，將按該經紀選擇的次序，用作償還該客戶欠該經紀的債項，或用於填補該客戶的空倉，不足之數該客戶仍須承擔責任。如收益淨額不足以彌補該客戶在本協議下的全部負債，則該客戶承諾在被要求時向大華繼續支付屆時可能應付的任何餘額。

10.6 **證券押記：**該經紀或其代理人現時或此後任何時間代表該客戶持有的所有證券及該經紀於任何時間基於穩妥保管理由而代表該客戶持有（作為保證金或其他）的所有款項及其他財產，均應押記予該經紀及由該經紀持有，作為該經紀受益的第一優先固定連續抵押品（“押記”），用作支付及/或清償該客戶所欠該經紀或任何其他聯營公司的所有及任何債項以及該客戶履行在本協議下的所有及任何義務（不論是否證券戶口或融資戶口所致，亦不論是否因證券買賣、有關買賣的融資或其他業務所產生，亦不論是實在或屬或然債項、現有或將來債項、主要或附屬債項以及分別或共同債項），連同由要求付款日期起至還款日期止的利息，以及經紀及/或其聯營公司的紀錄所示的任何佣金、法律及其他成本、收費及開支。就有關抵押而言：

- (a) 該客戶陳述及保證有關證券由該客戶合法及實益擁有，該客戶有權在經紀或任何聯營公司存入證券、有關證券沒有（且將一直沒有）任何性質的留置權、押記或產權負擔，而向經紀押記的任何股票、股份及其他證券已（且將已）繳足；
- (b) 有關抵押應就有關證券於本協議訂立日期後所支付或應付的所有股息或利息作出扣押，以及就藉與有關證券的贖回、紅股、優先權、認購權或其他方式於任何時間所產生或提供的一切股票、股份（及其衍生的股息或利息）、權利、款項或財產作出扣押；
- (c) 如該客戶未有按要求或如期償還所欠經紀的債項或該客戶違反本協議

or any other default by the Client under this Agreement, the Broker shall have the right, acting in good faith but without notice to the Client, to sell or otherwise realise the whole or any part (selected by the Broker) of the subject matter of such security as when and how and at such price and on such terms as the Broker shall think fit, in each case without any liability on the Broker to the Client for any such action, except in the case of gross negligence or wilful default, and to apply the net proceeds of such sale or realisation and any moneys for the time being in the Broker's hands in or towards discharge of the Client's indebtedness to the Broker in such order as they may select;

- (d) the Charge shall be a continuing security unaffected by any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to the Broker and/or any Associated Company and notwithstanding the closing of any of the Client's accounts with the Broker and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Broker or any Affiliated Company on any account or otherwise and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which the Broker may hold at any time for the Client's indebtedness to the Broker or by any release, modification, abstention from enforcement or other dealing therewith or thereof.

Without prejudice to the above, all securities held for the Securities Account or any sum held in the Finance Account shall be subject to a general lien in favour of the Broker for the performance of the Client's obligations to Broker arising in respect of dealing in securities or provision of margin finance for securities trading for the Client.

#### 10.7 Power of Attorney

The Client by way of security irrevocably appoints the Broker to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client pursuant to paragraph 10.6 and generally for enabling the Broker to exercise the respective rights and powers conferred on it pursuant to paragraph 10.6 or by law including (but without limitation):

- (a) to execute any transfer or assurance in respect of any of the securities;
- (b) to perfect its title to any of the securities;

的任何規定時，經紀有權以真誠方式（無須通知該客戶），按經紀認為適合的時間、方式、價格及條款，出售或以其他方式變賣有關抵押的全部或任何部分（由經紀選擇），而在每種情況下，經紀均無須就任何有關行動而向該客戶承擔任何責任，除非涉及嚴重疏忽或故意過錯者例外；並按經紀選擇的次序，應用有關出售或變賣所得收益及經紀當時持有的任何款項，用作償還該客戶欠經紀的債項；

- (d) 該項押記是一項連續抵押，將不受任何中期付款或清償戶口或支付該客戶欠經紀及/或任何聯營公司的全部金額（或其任何部分）影響，且不論終止（及隨後重開）該客戶在經紀的任何戶口，或該客戶隨後與其他人士單獨或共同開立任何戶口，並將延伸至涵蓋構成客戶當時在任何戶口上（或以其他方式）欠經紀或任何聯營公司的餘額的全部或任何款項，亦附加於和不損及經紀於任何時間基於該客戶所欠經紀的債項而持有的任何留置權、抵銷權利或其他抵押，或其任何解除、修改、放棄強制執行或其他方式處理，亦不會受上述留置權、抵銷權利、其他抵押或其解除、修改、放棄強制執行或從其他方式處理所損害。

在不損害以上，所有證券戶口所持有的證券或融資戶口所持有的款項均要以大華繼顯為留置權人設定一般留置權來確保該客戶就處理證券或為該客戶就買賣證券提供孖展融資向大華繼顯履行其責任。

#### 10.7 授權書

該客戶以擔保方式不可撤回地委任經紀作為代表該客戶的受權人，並以該客戶的名義進行履行根據第 10.6 段向該客戶施加的任何義務而可能需要的所有行為及事情，並簽署、蓋印、執行、交付、完善和進行所有契約、文書、文件、行為及事情，且整體地讓經紀行使根據第 10.6 段或法律向其授予的相關權利及權力，包括（但不限於）：

- (a) 執行任何證券的任何轉讓或轉易；
- (b) 完善其對任何證券的所有權；



- (c) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the securities;
- (d) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and
- (e) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under paragraph 10.6 and/or other provision hereunder.

- (c) 請求、規定、要求、收取、綜合及妥為清償在擔保下或由此產生的到期或將到期的任何及所有款項及款項索償；
- (d) 給予有效的收據及責任解除文件，並在任何抵押品相關的任何支票或其他文書或匯票上背書；及
- (e) 整體地提出任何其認為必須或適宜的索償（或採取任何有關的法律行動或提起任何有關的法律程序），以保護在第 10.6 段及 / 或本協議其他條文下增設的擔保。

## 10.8 Security Unaffected

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

- (a) any other security guarantee or indemnity now or hereafter held by the Broker and/or any Associated Company under or in respect of this paragraph 10 or any other liabilities;
- (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
- (c) the enforcement or absence of enforcement or release by the Broker and/or any Associated Company of any security ,guarantee or indemnity or other document (including the Charge);
- (d) any time, indulgence, waiver or consent given to the Client or any other person whether by the Broker and/or any Associated Company;
- (e) the making or absence of any demand for payment of any sum payable under this paragraph 10 and/or other provisions under this Agreement made on the Client whether by the Broker, any Associated Company or any other person;
- (f) the insolvency, bankruptcy, death or insanity of the Client;
- (g) any amalgamation, merger or reconstruction that may be effected by the Broker with any Associated Company or any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Broker to any Associated Company or any other person;
- (h) the existence of any claim, set-off or other right which the

## 10.8 擔保不受影響

在不損害前述者的一般性的情況下，押記或押記擔保的金額將不會以任何方式受以下影響：

- (a) 經紀及 / 或任何聯營公司根據或就本第 10 段現時或今後持有的任何其他擔保保證或彌償或任何其他負債；
- (b) 任何擔保、保證或彌償或其他文件（包括（除相關修改、修訂、豁免或解除的範圍內）押記）的任何其他修改或修訂或豁免或解除；
- (c) 經紀及 / 或任何聯營公司執行或沒有執行或解除任何擔保、保證或彌償或其他文件（包括押記）；
- (d) 不論經紀及 / 或任何聯營公司給予該客戶或任何其他人士的任何寬限、寬免、豁免或同意；
- (e) 經紀及 / 或任何聯營公司或任何其他人士向該客戶作出或沒有作出支付本第 10 段及 / 或本協議其他條文下應付的任何款項的要求；
- (f) 該客戶資不抵債、破產、死亡或精神失常；
- (g) 經紀可能與任何聯營公司或任何其他人士進行的任何合併、兼併或重組，或將經紀的事業、財產或資產的全部或任何部分出售或轉讓予任何聯營公司或任何其他人士；
- (h) 該客戶可能在任何時間對經紀及 /

Client may have at any time against the Broker and/or any Associated Company or any other person;

- (i) any arrangement or compromise entered into by the Broker and/or any Associated Company with Client or any other person;
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the margin facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by the Broker and/or any Associated Company or any other person or any other dealing fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under this paragraph 10 and other provisions hereunder.

或任何聯營公司或任何其他人士有任何索償、抵銷或其他權利；

- (i) 經紀及 / 或任何聯營公司與該客戶或任何其他人士訂立的任何安排或妥協；
- (j) 關於保證金融資的任何文件的任何條文或任何擔保、保證或彌償（包括押記）、任何協議方根據或就任何有關文件或任何擔保、保證或彌償（包括押記）的任何權利或義務不合法、無效、不可執行或有任何缺陷（不論是基於超出權限、不符合相關人士的利益、或沒有獲任何人士正式授權、簽署或交付、或任何其他原因）；
- (k) 任何可在關於破產、資不抵債或清盤的任何法例下避免或受其影響的協議、擔保、保證、彌償、付款或其他交易，或該客戶基於信賴任何有關協議、擔保、保證、彌償、付款或其他交易而給予或作出的任何免除、清償或解除，而任何有關免除、清償或解除將被視作據此受到限制；或經紀及 / 或任何聯營公司或任何其他人士進行或遺漏或忽略進行的任何其他事情，或除本條文外，可損害或影響該客戶在本第 10 段及本協議其他條文下的負債的任何其他交易、事實、事宜或事情。

## Options Client Agreement

(registered with the Securities and Futures Commission of Hong Kong ( "SFC" ) as a securities dealer [C.E. No.: AAW261 ] and an Option Trading Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange" )

I/We request you to operate an options client account (the "Options Account" ) for me / us, in relation to the transaction of the Exchange Traded Options Business. Terms and expressions defined in the applicable rules (including the Options Trading Rules of The Stock Exchange of Hong Kong Limited ("Options Trading Rules") and the Clearing Rules of the SEHK Options Clearing House Limited ( "Clearing Rules" ) and Operational Trading Procedures for Options Trading Exchange Participants of The Stock Exchange of Hong Kong Limited ("Operational Trading Procedures") for Options Trading Exchange Participants), shall have the same meaning as in this Agreement unless stated otherwise. The Options Account will be operated on the following terms and conditions:-

### 1. The Account

- 1.1 I/We confirm that the information provided in the Client Information Statement is complete and accurate. I/We will inform you promptly of any changes to that information. You are authorised to conduct credit enquiries on me/us to verify the information provided.
- 1.2 You will keep information relating to my / our Options Account confidential, but may provide any such information to the SFC and, where the licensed or registered person is an Options Exchange Participant, also to the Exchange and Hong Kong Exchanges and Clearing Limited to comply with their requirements or requests for information.

1.3 I/We confirm that

- (unless prior written approval of the Exchange has been obtained to the opening of the Options Account) I/we are not employed by any other Options Exchange Participant of the Exchange, and no employee of any other Options Exchange Participant will have a beneficial interest in the Options Account; and either
- the Options Account is operated solely for my/our account and benefit, and not for the benefit of any other person; or
- I / we have disclosed to you in writing the name of person(s) for whose benefit the Options Account is being operated; or
- (if I/we have requested you to operate the Options Account as an Omnibus Account) I/we will immediately notify you, on request, of the identity of any person(s) ultimately beneficially interested in the Client Contracts.

1.4 I/We confirm that you reserve the right to refuse third party payment by whatever means as instructed by me/us. I/We are not entitled to demand explanation from you.

## 2 Laws and Rules

2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the "Rules" ) applying to you, which include the Options Trading Rules of the Exchange, the Clearing Rules of the SEHK Options Clearing House Limited ( "SEOCH" ) and the rules of Hong Kong Securities Clearing Company Limited ( "HKSCC" ). In particular, SEOCH has authority under the Rules to make adjustments to the terms of Client Contracts, and you shall notify me/us of any such adjustments which affect the Client Contracts to which I/we are a party. All actions taken by you, by the Exchange, by SEOCH, or by HKSCC in accordance with such Rules shall be binding on me/us.

2.2 I/ We agree that the terms of the Standard Contracts for the relevant options series shall apply to each Client Contract between you and me/us, and that all Client Contracts shall be created, exercised, settled, and discharged in accordance with the Rules.

2.3 I/We confirm that we understand you at all times are to observe and to abide by all guidelines, codes of conduct, and practice directions from the regulators. In the event that there are any issues of conflicts between my/our interests and any of the guidelines, codes of conduct, or practice directions, you are to act in accordance with the guidelines, code of conduct, and/or practice directions as appropriate.

## 3 Margin

3.1 I/We agree to provide you with cash and/or securities and/or other assets ( "Margin" ) as may be agreed from time to time, as security for my/our obligations to you under this Agreement. Such Margin should be paid or delivered by me/us as demanded by you from time to time, and I/we understand that the amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of my/our open positions and delivery obligations, and further Margin may be required to reflect changes in market value.

3.2 If you accept securities by way of Margin, I/we will on request provide you with such authority as you may require under the Rules to authorise you to deliver such securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from my/our instructions to the you; and you does not have any further authority from me/us to borrow or lend my or our securities or otherwise part with possession (except to me/us or on the my or our instructions) of any of the my or our securities for any other purpose.

## 4 Indemnity

4.1 I/We agree to fully indemnify and keep indemnified you, and your correspondent agents, directors, officers, employees and agents ( "Indemnified Persons" ), against all losses, costs, claims, liabilities or expenses, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons (save where they or any of them have acted fraudulently any such loss, expenses or damages is due to gross negligence or in wilful default on the part of any or all of them), of whatsoever nature and howsoever arising, which you may incur or sustain from or by reason of any action or omission by you in accordance with the terms of this Agreement, enforcement or attempt in enforcing any rights you may have against me/us in accordance with the terms of this Agreement, or any breach by me/us of any of my/our obligations under this Agreement, including any costs and expenses reasonably incurred by you in collecting any debts due to you or any unpaid deficiency in the Options Account, in enforcing the rights of you hereunder or in connection with the closure of the Options Account, and any penalty charged as a result of any transaction to you by any exchange and/or clearing house.

- 4.2 If I/we fail to comply with any of my/our obligations and/or to meet my/our liabilities under this Agreement, including failure to provide Margin, you are authorised to, in accordance with Options Trading Rules:
- decline to accept further instructions from me/us in respect of Exchange Traded Options Business
  - close out some or all of my/our Client Contracts with you.
  - enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which you are exposed in relation to my/our obligations arising or to hedge the risks to which you are exposed in relation to my/our failure.
  - dispose of Margin, and apply the proceeds thereof to discharge my/our liabilities to you.
- and any proceeds remaining after discharge of all my or our liabilities to you should be paid to me or us.
- 4.3 I/We agree to pay interest on all overdue balance (including interest arising after a judgement debt is obtained against me/us) at such rates and on such other terms as you have notified to me/us from time to time.

## 5 Exclusion of Liability

- 5.1 Without prejudice to the generality of the other clauses in this Agreement and in addition to the same, you shall not be liable to me/us or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of your employees, agents or independent contractors): -
- (a) the reliance or use of the information or trading and other services provided by or through you;
  - (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided by or through you;
  - (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services by or through you;
  - (d) any cause over which you do not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
  - (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by me/us to you; or
  - (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.
- 5.2 Provided that all the regulations of the Code of Conduct for Persons Licensed by or Registered with the SFC (or other equivalent documents from time to time) issued by the SFC have been complied with, I/we will at no time hold you responsible in any manner whatsoever for any loss resulting from my/our lack of understanding of any aspect of Futures/Option Contract trading or transactions. Unless due to the gross negligence of your employees, and only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom, you do not assume any liability or responsibility to me/us or any other third party.

## 6. Third party payment

You will have absolute discretion to refuse third party payment by whatever means as instructed by me/us. You will not be obliged to give reasons for doing so. I/We hereby acknowledge that payment of funds to third parties by you involves risk of default by those third parties and that you will employ reasonable judgment in selecting third party to receive my/our funds in relation to this authority. Nevertheless, I/we irrevocably agree that you will have no liability due to me/us whatsoever in employing such reasonable judgment in selecting third party to receive my/our funds or for any loss of any nature arising directly or to me/us in consequence of the default, wrongful act or omission of any person, or any circumstances beyond your direct control other than any losses arising

directly in consequence of your gross negligence or wilful default or that of your employees acting in the ordinary course of their employment.

## 7. Contracts

- 7.1 In respect of all Contracts effected on my/our instructions, I/we will pay you, within the time period notified by you, Premium, your commission and any other charges, and applicable levies imposed by the Exchange, as have been notified to me/us. You may deduct such Premium, commissions, charges and levies from the Options Account.
- 7.2 You may place limits on the open positions or delivery obligations that I/we may have at any time.
- 7.3 I/We acknowledge that: (a) you may be required to close out Client Contracts to comply with position limits imposed by the Exchange and (b) if you go into default, the default procedures of the Exchange may result in Clients Contracts being closed out, or replaced by Client Contracts between me/us and another Options Exchange Participant of the Exchange.
- 7.4 At my/our request, you may agree to the Client Contracts between you and me/us being replaced, in accordance with the Rules, by Client Contracts between me/us and another Options Exchange Participant of the Exchange.
- 7.5 On exercise of a Client Contract by or against me/us, I/we will perform my/our delivery obligations under the relevant contract, in accordance with the Standard Contract and as I/we have been notified by you.

## 8. Risk Disclosure Statement

I/We acknowledge that the Appendix I Risk Disclosures Statement (as attached hereto) have been provided to me in a language of the client's choice (English or Chinese) as they are relevant to my/our expected or actual activity. I/we have been invited to read the Risk Disclosure Statement, ask questions and take independent advice if I/we wish.

## 9. General

- 9.1 I/We acknowledge that, although all Options Contracts are to be executed on the Exchange, I/we and you shall contract as principals under Client Contracts.
- 9.2 You agree to provide me/us, upon request, with the product specifications for Options Contracts.
- 9.3 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), subject to the terms of the Investor Compensation Fund from time to time.
- 9.4 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 9.5 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained and provided to me/us in a language of my/our choice (English or Chinese). And I/we have been invited to ask questions and take independent professional advice if necessary. I/We confirm that I/we fully understand all the contents of this Agreement, the Risk Disclosure Statement and the Warning as set out in this Agreement and agree to be bound by the terms and conditions contained therein.
- 9.6 I/We understand that paragraph 6.1 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "Code" ) requires this document (including any other agreement, authority, risk disclosure, or supporting document thereto) to be printed in English or Chinese according to the language of my/our preference. I/We confirm that I/we prefer to receive the English version of such documents and expressly waive my/our right to receive a Chinese version of such documents. However, if this Agreement (including any other agreement, authority, risk disclosure, or supporting document thereto) are accompanied by a Chinese version, in the event of any inconsistency, the English version of such documents shall prevail.
- 9.7 I/We acknowledge that on the expiry day but only on the expiry day, the Options System will automatically generate and exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time.

- 9.8 I/We may instruct you to override an “automatically generated exercise instruction” referred to in subparagraph 9.7 above before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.
- 9.9 This agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

## 期權客戶協議

(在香港證券及期貨事務監察委員會(“證監會”)註冊的證券交易商[C.E.號碼:AAW261]和香港聯合交易所有限公司(“交易所”)的一名期權交易的交易參與者)

本人/吾等要求貴司為本人/吾等就有關交易所期權買賣業務的交易操作一個期權客戶戶口(“期權戶口”)。除另有指明外,在適用規則(包括適用於期權買賣交易所參與者的香港聯合交易所有限公司期權交易規則(“期權交易規則”)及香港聯合交易所期權結算有限公司期權結算規則(“結算規則”)以及香港聯合交易所有限公司期權買賣交易所參與者結算運作程序(“結算運作程序”)內所定義的術語及用語,在這協議有相同的意思。期權戶口會根據下列的條款及條件操作:-

### 1. 戶口

- 1.1 本人/吾等確認在客戶資料聲明內所提供的資料,是完全和準確的。該資料有任何變動,本人/吾等會適時通知貴司。貴司獲得本人/吾等授權可向本人/吾等作出信用調查,以查證所獲提供的資料。
- 1.2 貴司會就與本人/吾等的期權戶口有關的資料保密,但貴司可遵從證監會(而如持牌或登記人士是一名期權交易所參與者,則以及交易所及香港交易及結算有限公司)對資料的需求或要求,向他們提供任何該等資料。
- 1.3 本人/吾等確認
- (除非已經獲得到交易所事先書面批准開立期權戶口)本人/吾等並非受僱於任何其他交易所的期權交易參與者,而且沒有任何其他期權交易參與者的僱員在期權戶口有實益利益;而且
  - 期權戶口只獨為本人的/吾等的緣故和利益而非為任何他人的利益而操作;或
  - 本人/吾等已經以書面向貴司披露為他人利益操作期權戶口的受益人或人等的名字;或
  - (如本人/吾等曾要求貴司以綜合戶口方式操作期權戶口,則)本人/吾等將在被要求下即時告知貴司對客戶合約有最終實益擁有權的任何人士的身份。
- 1.4 本人/吾等確認貴司保留拒絕在本人/吾等的指示下由第三者(不論以任何方式)付款的權利。本人/吾等無權要求貴司作出解釋。

### 2. 法律和規則

- 2.1 所有交易所期權買賣業務,會根據適用於貴司的所有法律、規則和監管指令(“規則”)而達成

此包括交易所的期權交易規則、香港聯合交易所期權結算有限公司(“交易所期權結算所”)的結算規則和香港中央結算有限公司(“香港結算”)的規則。尤其是,交易所期權結算所按規則有權對客戶合約的條款作出調整。貴司會將影響到本人/吾等作為一方的客戶合約的任何此等調整通知本人/吾等。由貴司、交易所、交易所期權結算所或香港結算按照此等規則採取的所有行動,均對本人/吾等有約束力。

- 2.2 本人/吾等同意相關的期權系列的標準合約的條款,適用於貴司和本人/吾等之間的每份客戶合約,而且所有的客戶合約會按照規則來簽訂、行使、結算和解除。

2.3 本人/吾等確認吾等明白貴司須遵守和奉行來自監管機構的所有指引、操守守則和實務指引。如本人/吾等之利益和任何指引、操守守則或實務指引之間出現任何衝突爭議點，貴司會恰當地根據指引、操守守則及/或實務指引行事。

### 3. 保證金

3.1 本人 / 吾等同意向貴司提供不時協議的現金及/或證券及/或其他資產(“保證金”)，作為本人 / 吾等在這協議下對貴司所負的責任的抵押品。此等保證金應按貴司不時要求由本人 / 吾等支付或交付，而本人 / 吾等明白此等保證金要求的金額不可少於但可超過規則中就有關本人 / 吾等的未平倉持倉和交付責任所要求的數額。而且因應市場價值的改變可能要提供更多保證金。

3.2 如果貴司接受證券作為保證金的話，本人 / 吾等會應貴司的要求下，向貴司提供根據規則或有規定貴司須具有的授權，以授權貴司直接地或者透過另一名期權交易所參與者向交易所期權結算所交付此等證券，作為因本人 / 吾等給予貴司的指示而引致的交易所期權買賣業務之交易所期權結算所抵押品。而且貴司並無本人 / 吾等的任何進一步授權借入或借出本人或吾等的證券，或(除向本人 / 吾等放棄管有權或按本人或吾等的指示外)以其他方式放棄本人或吾等的任何證券的管有權，以作任何其他用途。

### 4. 彌償

4.1 本人 / 吾等同意向貴司、貴司的往來代理人、董事、高級職員、僱員和代理人(“被彌償人士”)悉數彌償(並一直彌償)任何及/或所有被彌償人士可能因爾等根據本協議條款的任何作為或不作為、執行或嘗試執行爾等根據本協議條款可能對本人 / 吾等享有的任何權利，或本人 / 吾等違反本人 / 吾等在本協議下的任何義務(惟如他們或他們任何一方欺詐行事、任何有關損失、開支或損害是基於他們任何一方或全部人的嚴重疏忽或蓄意失責則除外)而蒙受或產生的任何性質及不論如何產生的所有損失、成本、索償、負債或開支(包括法律費用)(包括閣下就收取欠閣下的任何債務或期權戶口的任何未付差額、執行閣下在本協議項下的權利或與終止期權戶口相關而合理產生的任何費用及開支，以及任何交易所及/或結算所基於為閣下進行任何交易而收取的任何罰款)。

4.2 如果本人 / 吾等未能遵從本人 / 吾等在這協議之下的任何責任或償付本人 / 吾等在這協議之下的任何債務，包括未能提供保證金，貴司獲授權根據期權交易規則:-

- 拒絕接受來自本人 / 吾等有關於交易所期權買賣業務方面的進一步的指示;
  - 將本人 / 吾等與 貴司的客戶合約部分或全部平倉。
  - 訂立合約或進行證券、期貨或商品交易，以清結與本人 / 吾等未有履行與本協議有關而產生的責任，或者對沖貴司因本人 / 吾等未有履行本協議而可能須承擔的風險。
  - 處置保證金，並應用其收益以清償本人 / 吾等對貴司的債務。
- 而須向本人或吾等支付解除本人或吾等的所有責任後剩餘的任何收益。

4.3 本人 / 吾等同意按照貴司不時已通知本人 / 吾等的息率和其他條款，支付所有逾期末清償餘額的利息(包括源於針對本人 / 吾等而獲得判定債項後所招致的利息)。

### 5. 免除責任

5.1 在不損害本協議其他條款之一般性及附加於其他條款的情況下，貴司毋須就源於下列事項(包括(但不限於))任何貴司僱員、代理人或獨立承判商之行為、違責或遺漏)所造成或引起的訴訟、損失、損害、索求、法律責任、申索、訟費、收費或其他開支對本人 / 吾等或對任何第三者負有法律責任:-

- (a) 依賴或使用由 貴司提供或透過 貴司提供的資料或交易服務及其他服務;
- (b) 使用由貴司提供或透過貴司提供的任何服務出現中止、干擾、延遲、暫停、故障、損壞、操作錯誤、程式錯誤、病毒或損失;
- (c) 與貴司提供或透過貴司提供服務有關的任何電腦硬件、應用軟件或其他使用的軟件失效;
- (d) 任何貴司不能合理地控制的任何原因，包括(但不限於)任何政府的限制、交易規定、交易暫停、戰爭、恐怖主義行為、罷工、工業行動、暴動、任何電子或機械儀器、電話或其他通訊系統線路或工具或公用事業系統之失效、未獲授權入侵或盜竊(包括(但不限於)盜竊密碼、代碼及/或登入序碼);
- (e) 任何源於或相關於任何延遲、不履行、疏忽或遺漏進行或執行任何本人/吾等向貴司發出的指令或指示而引致的任何性質的直接、間接、相應或有連帶關係的損失或損害;或

(f) 任何資料或資料傳送或傳達之失準、錯誤、延遲或遺漏。

5.2 只要由證監會發出的證監會持牌人或註冊人操守準則（或不時發出的其他相等文件）之全部規例已被遵從，則本人／吾等在任何時間都不會因本人／吾等缺乏對期貨／期權合約任何方面的認識而引致的損失以任何方式要貴司負上法律責任。除非因為貴司僱員嚴重疏忽，且只侷限於源於直接地和唯一地引致的直接及合理地可預見的損失和損害（如有的話），否則貴司無需對本人／吾等或任何其他第三者負上任何法律責任或承擔任何責任。

## 6. 第三者付款

貴司享有絕對酌情權可拒絕在本人／吾等的指示下由第三者（不論以任何方式）付款。貴司無責任為此給予理由。本人／吾等於此確認由貴司向第三者支付款額會涉及該等第三者違責的風險，而貴司會用合理的判斷來選擇第三者收取與本授權有關的本人／吾等的款額。然而，本人／吾等不可撤回地同意，貴司毋須就應用該等合理判斷來選擇第三者收取本人／吾等的款額或直接引致的任何性質的任何損失、或就任何人士的違責、錯誤行為或遺漏而引致的任何損失、或就任何超越貴司可直接控制的情況，對本人／吾等負上任何法律責任，除非該等損失是因貴司嚴重疏忽或貴司的僱員在一般受僱的過程中故意違責而直接地引致的。

## 7. 合約

7.1 就按照本人／吾等的指示達成的所有合約而言，本人／吾等會在貴司通知的時限內，向貴司支付已通知本人／吾等的期權金、貴司的佣金和任何其他費用及為交易所徵收的適用交易徵費。貴司可自期權戶口中扣除該等期權金、佣金、費用和交易徵費。

7.2 貴司可隨時就本人／吾等或有的未平倉持倉和交付責任加上限制。

7.3 本人／吾等確認：(a) 貴司可能被要求把客戶合約平倉，以符合交易所訂定的未平倉持倉限制；和(b) 如果貴司有違責，交易所的違責處理程序或會造成客戶合約被平倉，或以由本人／吾等和交易所另一個期權交易所參與者之間所訂定的客戶合約所取代。

7.4 在本人／吾等的要求下，貴司可同意按照規則以由本人／吾等和交易所的另一個期權交易所參與者之間所訂定的客戶合約，取代之貴司和本人／吾等之間訂定的客戶合約。

7.5 在本人／吾等行使客戶合約或客戶合約被針對本人／吾等行使時，本人／吾等會按照標準合約及按照貴司已通知本人／吾等，履行本人／吾等在相關合約之下的交付責任。

## 8. 風險披露聲明

本人／吾等確認，已以客戶選擇的語言（英文或中文）向本人提供準則附錄 I 指明的風險披露聲明（見附件）當中與本人／吾等的預期或實際活動相關的內容。本人／吾等已獲邀請閱風險披露聲明、提出問題，及尋求獨立意見（如本人／吾等有此意願）。

## 9. 一般事項

9.1 本人／吾等確認，雖然所有的期權合約都是在交易所執行，但本人／吾等和貴司在客戶合約之下均以當事人身份立約。

9.2 貴司同意在本人／吾等的要求下，向本人／吾等提供期權合約的產品規格。

9.3 如果貴司無法依照這協議履行貴司對本人／吾等的責任的話，本人／吾等在不抵觸在證券及期貨條例（香港法例第 571 章）下成立的投資者賠償基金的條款下，有權向投資者賠償基金索賠。

9.4 貴司會把可能影響到貴司對本人／吾等提供的服務之生意上重要的改變通知本人／吾等。

9.5 本人／吾等確認，本人／吾等已經閱讀而且同意此協議的條款，這等條款已經以一種本人／吾等所選擇的語言（英文或中文）向本人／吾等解釋及提供。而且本人／吾等已經獲邀請提出疑問及有需要時尋求獨立專業意見。本人／吾等確認本人／吾等完全明白本協議、風險披露聲明和警告的全部內容，並同意受其記載的條款和條件所約束。

9.6 本人／吾等明白證券及期貨事務監察委員會持牌人或註冊人操守準則（“準則”）第 6.1 段要求此文件（包括任何其他的協議、授權書、風險披露或有關文件）應根據本人／吾等的選擇而以英文或中文編印。[本人／吾等確認本人／吾等選



擇收取此等文件的英文版本，並明示地放棄本人 / 吾等收取此等文件中文版本的權利。]但如果本協議（包括任何其他協議、授權書、風險披露或有關文件）是連同一份中文版本的話，如有任何不協調的地方，則以此等文件的英文版本為準。

- 9.7 本人 / 吾等確認，在到期日(但只有在到期日)，期權系統將就所有相當於或高於交易所期權結算所不時規定的百分比的價內未平倉長倉自動地產生及行使指示。
- 9.8 本人 / 吾等指示貴司，按照交易所期權結算所的運作結算程序規則，在到期日系統終止之前，推翻上方第 9.7 分段中提到的“自動地產生的行使指示”。
- 9.9 此協議受香港特別行政區法律所管治，而且可根據該等法律執行。

## LETTER TO INFORM OPTIONS CLIENTS ABOUT THE REPORTING REQUIREMENT

Dear Client,

Re: Position Reporting Requirement of SEOCH

Pursuant to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), Securities and Futures (Contracts Limits and Reportable Positions) Rules and related guidance notes issued by the Securities and Futures Commission ( "SFC" ), you shall be responsible to report to The Stock Exchange of Hong Kong Ltd ( "the Exchange" ) your aggregate open option positions held as soon as such positions have reached the reportable limit as set forth by the Exchange. You are also advised to read the Guidance Note on Position Limits and Large Open Position Reporting Requirements issued by the SFC and you can download it from the SFC website [www.sfc.hk](http://www.sfc.hk).

You can either instruct our company to report on your behalf or you can report the position directly to the Exchange yourself. In particular, if you have positions with more than one Options Exchange Participant, you would need to monitor the aggregate total and to report it accordingly. Therefore, it is your responsibility to report the fact that you are approaching the reportable limit. Standard reporting forms are available from the Exchange or any Options Exchange Participant.

The report should be forwarded to:  
The Stock Exchange of Hong Kong Ltd  
17/F Worldwide House  
19 Des Voeux Road Central  
Hong Kong

Ref: PAS

An Options Exchange Participant can assist you if you would like to approach the Exchange for clearance to exceed those limits.

Yours faithfully,

UOB Kay Hian (Hong Kong) Limited

### 通知期權客戶有關呈報要求的信件

親愛的客戶:

**關於：交易所期權結算所的持倉呈報要求**

根據證券及期貨條例 ( 香港法例第 571 章 ) 、《證券及期貨(合約限額及須申報的持倉量)規則》及證券及期貨事務監察委員會 ( "證監會" ) 頒佈的相關指引，當閣下/爾等持有的合計未平倉期權持倉已經達到香港聯合交易所有限公司 ( "交易所" ) 所規定的須申報界限時，閣下/爾等有責任向交易所呈報。同時，建議閣下/爾等閱讀證監會頒佈的《持倉限額及大額未平倉合約的申報規定指引》，而閣下/爾等可從證監會網站 ( [www.sfc.hk](http://www.sfc.hk) ) 下載該文件。

閣下/爾等可指示本公司代表閣下/爾等作出呈報，或者閣下/爾等可把持倉情況直接地向交易所呈報。尤其是，如果閣下/爾等在超過一個期權交易所參與者有持倉，閣下/爾等會需要監視合計的總數而且適當地作呈報。因此，呈報閣下/爾等正臨近須申報界限，乃閣下/爾等的責任。標準呈報表格可從交易所或任何期權交易所參與者得到。呈報應寄到：

香港聯合交易所有限公司  
香港中環德輔道中 19 號  
環球大廈 17 樓

檔號: PAS

如果閣下/爾等擬接觸交易所祈獲得許可超過該等界限的話，期權交易所參與者或能向閣下/爾等提供協助。

# INTERNET TRADING TERMS AND CONDITIONS

## 互聯網交易條款與細則

Important: These terms and conditions (the "Terms and Conditions") are in addition to, and must be read in conjunction with, all terms and conditions stated in the account opening form for the opening of all of the Client's securities trading accounts with UOB Kay Hian (Hong Kong) Limited ("UOBKH(HK)L") (including margin trading accounts), and all other terms and conditions as UOBKH(HK)L may prescribe from time to time.

In case of discrepancy between client cash agreement and these Terms and Conditions, the later will prevail.

### 1 Internet Trading System

1.1 The Client agrees that for the purpose of trading in securities through the Internet, the Client shall access and use the system provided by UOBKH(HK)L and/or any other relevant party, at the website designated by UOBKH(HK)L (hereinafter known as "UOBKH(HK)L Internet Trading Service"). The Client shall be issued with a unique user identification code ("User ID") and unique password ("Password") by UOBKH(HK)L or such other form of approved user identification ("ID") as to provide the Client access to, and use of, the UOB Kay Hian Internet Trading Service for the purpose of trading in securities for the Client's account. The Client shall be the sole authorised and exclusive person using the User ID, ID and/or Password (as the case may be) and shall be fully responsible for the use, protection and confidentiality of the User ID, ID and/or Password as well as all transactions executed through the User ID, ID and/or Password. If the Client (or any person) attempts to access the UOBKH(HK)L Internet Trading Service using an incorrect User ID, ID and/or Password (whether once or within such number of attempts as UOBKH(HK)L may decide from time to time) UOBKH(HK)L shall be entitled (but shall not be obliged) to refuse access to and use of the UOBKH(HK)L Internet Trading Service and take such steps as UOBKH(HK)L may deem appropriate (including but not limited to the termination of all access to the UOBKH(HK)L using that User ID, ID and/or Password (as the case may be)). The Client shall on becoming aware of any unauthorised access of the UOBKH(HK)L Internet Trading Service or loss or theft of the User ID, ID and/or Password forthwith notify UOBKH(HK)L and provide such particulars as UOBKH(HK)L may reasonably require and, until actual receipt of such information and particulars by UOBKH(HK)L, all losses arising from any unauthorised access of the UOBKH(HK)L Internet Trading Service or theft of the User ID, ID and/or Passwords shall be borne solely by the Client. The Client shall safekeep and preserve the secrecy of his User ID, ID and/or Password and, failing which, shall indemnify UOBKH(HK)L from and against any loss, cost (including legal costs on a full indemnity basis), expense and damage that UOBKH(HK)L may suffer as a consequence of any unauthorised access and use of the UOBKH(HK)L Internet Trading Service via his User ID, ID and/or Password. For the avoidance of doubt, UOBKH(HK)L shall not be liable for any loss, cost, expense or damage arising from any unauthorised access of the UOBKH(HK)L Internet Trading Service or theft of the User ID, ID and/or Password.

1.2 Any use of the UOBKH(HK)L Internet Trading Service by the Client shall be in accordance with and subject to these Terms and Conditions. UOBKH(HK)L hereby reserves the right to amend, vary and/or modify, from time to time and at its sole and absolute discretion, the provisions of these Terms and Conditions and to modify, add to, suspend or terminate the operation of the UOBKH(HK)L Internet Trading Service (in whole or in part) or the services (in whole or in part) for the time being provided in, through or together with the UOBKH(HK)L Internet Trading Service at any time for any reason whatsoever and in any manner as it may deem fit without giving any prior notice thereof to the Client and without being liable for any loss, cost, expense or damage whatsoever resulting there from.

重要事項：本條款與細則（「本條款與細則」）是附加於該客戶在大華繼顯（香港）有限公司（「大華繼顯」）開立的所有證券交易戶口（包括孖展交易戶口）的開戶表格所述明的所有條款及細則及大華繼顯不時訂明的所有其他條款及細則，並須與上述各項條款及細則一併理解。

如現金客戶協議與本條款與細則有任何衝突，以後者之條款為準。

### 1 互聯網交易系統

1.1 該客戶同意，為通過互聯網進行證券交易，該客戶須在大華繼顯指定的網站接達及使用大華繼顯及/或任何其他有關人士提供的系統（以下稱為「大華繼顯互聯網交易服務」）。該客戶將獲大華繼顯發出獨一無二的使用者識別碼（「使用者識別碼」）及獨一無二的密碼（「密碼」）或其他形式的核准使用者識別（「識別」），藉此讓該客戶可接達及使用大華繼顯互聯網交易服務，從而以該客戶的戶口進行證券交易。該客戶應為唯一授權可專有使用使用者識別碼、識別及/或密碼（視乎情況而定）的人，並為使用者識別碼、識別及/或密碼的使用、保護及矩密，以及通過使用者識別碼、識別及/或密碼執行的各項交易負全責。若該客戶（或任何人）嘗試使用不正確使用者識別碼、識別及/或密碼（不論一經使用或在在大華繼顯不時決定的嘗試之數內亦然）接達大華繼顯互聯網交易服務，則大華繼顯有權（但並無義務）拒絕接達及使用大華繼顯互聯網交易服務，並採取大華繼顯認為適當的步驟（包括（但不限於）終止以該使用者識別碼、識別及/或密碼（視乎情況而定）接達大華繼顯）。該客戶在得悉任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼遺失或被竊，須即時通知大華繼顯，並提供大華繼顯合理要求的詳情，而於大華繼顯實際收到有關資料及詳情之前，因任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼遺失或被竊而產生的一切損失，概由該客戶獨自承擔。該客戶須穩妥保管及保存其使用者識別碼、識別及/或密碼，並須為其保密；否則，須就通過該客戶的使用者識別碼、識別及/或密碼未經許可接達及使用大華繼顯互聯網交易服務引致大華繼顯蒙受的任何損失、費用（包括按完全彌償基準計算的法律費用）、支出及損害而向大華繼顯作出彌償。為免存疑，對於任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼被竊所產生的任何損失、費用、支出或損害，大華繼顯概不承擔責任。

1.2 如該客戶使用大華繼顯互聯網交易服務，須按照及遵照本條款與細則進行。大華繼顯特此保留權利，可不時全權及絕對酌情決定，於其認為合適的時間，基於任何大華繼顯認為合適的理由及按其認為合適的方式修訂、變更及/或修改本條款與細則的條文，並可修改、增訂、暫停或終止大華繼顯互聯網交易服務的（全部或部份）運作，或當時通過或連同大華繼顯互聯網交易服務提供的（全部或部份）服務，毋須事先通知該客戶，亦毋須為因而產生的任何損失、費用、支出或損害承擔任何責任。

- 1.3 UOBKH(HK)L further reserves the right to suspend, modify or terminate the Client's access to and use of the UOBKH(HK)L Internet Trading Service (in whole or in part) and/or impose such conditions or directions in relation thereto from time to time and at its sole and absolute discretion as it may deem fit without giving any reasons or prior notice to the Client and without being liable in any way for any loss or damage whatsoever resulting therefrom. The Client accepts that its access to and use of the UOBKH(HK)L Internet Trading Service will not necessarily be free from faults, errors, delays or defects in its design, engineering and/or operation. For the avoidance of doubt, the trading in securities through the UOBKH(HK)L Internet Trading Service shall be subject to:-
- (a) such conditions, requirements, trading limits or other restrictions as may be imposed by UOBKH(HK)L from time to time and whether or not prior notification thereof has been given to the Client; and
- (b) rules and regulations of the Stock Exchange of Hong Kong Limited and other relevant securities exchange in Hong Kong or elsewhere for the time being in force and as may be modified and amended from time to time; and
- (c) codes and guidelines issued by Securities and Futures Commission of Hong Kong ( "HKSF" ) or any other relevant legislations or elsewhere for the time being in force and as may be modified or amended from time to time.
- 1.4 The Client shall use the UOBKH(HK)L Internet Trading Service strictly in accordance with these Terms and Conditions. The Client shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to:-
- (a) gain unauthorised access to or use of the UOBKH(HK)L Internet Trading Service;
- (b) make any modifications, adjustments or alterations to any information or services available on the UOBKH(HK)L Internet Trading Service;
- (c) tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the UOBKH(HK)L Internet Trading Service;
- (d) use the User ID, ID and/or Password or any equipment/software in a manner which is inconsistent with these Terms and Conditions or detrimental to the functioning or operation of the UOBKH(HK)L Internet Trading Service;
- (e) access, use, store, modify or redistribute in any manner inconsistent with these Terms and Conditions the information, materials or data obtained from the UOBKH(HK)L Internet Trading Service whether through any other system equipment or software linked to the Client or otherwise; or
- (f) cause any failure, interruption, error, defect in, misuse of, impairment or corruption of any part of the UOBKH(HK)L Internet Trading Service or any information or services provided therein.
- 1.5 The Client shall be liable for and shall fully indemnify UOBKH(HK)L from and against any and all actions, charges, losses, damages, demands, liability, claims, costs (including legal costs on a full indemnity basis), expenses and/or consequences howsoever arising in respect of or in connection with any breach of the Client's obligations under clause 1.4 above.
- 1.3 大華繼顯進一步保留暫停、修改或終止 (全部或部分) 大華繼顯互聯網交易服務的該客戶接達及使用權利及 / 或可全權及絕對酌情決定訂定其認為合適的條款或指示的權利，毋須向該客戶提出任何理由或事先通知該客戶，亦毋須以任何方式為因而產生的任何損失或損害承擔任何責任。該客戶接受其大華繼顯互聯網交易服務的接達及使用不一定不含故障、錯誤、延誤或設計、工程及 / 或運作欠妥之處。為免存疑，通過大華繼顯互聯網交易服務進行的證券交易，須受以下各項規限：
- (a) 大華繼顯不時訂定的條款、規定、交易限額或其他限制，不論有否事先通知該客戶亦然；
- (b) 香港聯合交易所有限公司 (及香港或其他地方其他相關的證券交易所) 當時有效 (及可不時修改及修訂) 的規則及規例；及
- (c) 香港證券及期貨事務監察委員會 (「香港證監會」) 發出的守則及指引或任何其他當時有效並經不時修改或修訂的有關法例或其他規定。
- 1.4 該客戶須嚴格按照本條款與細則使用大華繼顯互聯網交易服務。該客戶不得及不可以任何方式准許、容讓、容受或安排任何人士或實體：
- (a) 未經許可接達或使用大華繼顯互聯網交易服務；
- (b) 修改、調整或改動大華繼顯互聯網交易服務提供的任何資料或服務；
- (c) 以任何方式擅改、限制或以其他方式干擾大華繼顯互聯網交易服務的任何部份、功能或運作；
- (d) 按與本條款與細則不相符或危害大華繼顯互聯網交易服務的功能或運作的方式使用使用者識別碼、識別及 / 或密碼或任何設備 / 軟件；
- (e) 按與本條款與細則不相符的方式接達、使用、儲存、修改或重新分配從大華繼顯互聯網交易服務取得的資料、材料或數據，不論通過連結至該客戶的任何其他系統設備或軟件或其他方式亦然；或
- (f) 引致大華繼顯互聯網交易服務或其提供的任何資料或服務產生任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤。
- 1.5 該客戶須就違反上文第 1.4 條所載該客戶義務而產生或有關的一切訴訟、收費、損失、損害、要求、責任、申索、費用 (包括按完全彌償基準計算的法律費用)、支出及 / 或後果承擔責任，並須就此而向大華繼顯作出悉數彌償。

- 1.6 If in the sole opinion of UOBKH(HK)L, any failure, interruption, error, defect in, misuse of, impairment or corruption of the UOBKH(HK)L Internet Trading Service is or has been or is likely to be caused by any equipment or software of the Client, UOBKH(HK)L may:-
- (a) check and inspect the Client's equipment and software; and
- (b) require the Client to disconnect, cease the use of, upgrade and/or modify the same at the Client's own cost.
- 1.7 The Client recognizes that the use of the UOBKH(HK)L Internet Trading Service may involve the electronic transmission of information that may be considered personal financial information, including but not limited to the identity, the number of shares traded and the net price for such shares. The Client hereby consents to the transmission by electronic means of such information through the UOBKH(HK)L Internet Trading Service; such consent shall be effective at all times that the Client accesses and/or uses the UOBKH(HK)L Internet Trading Service.
- 1.8 While UOBKH(HK)L has taken professional care and attention in the provision of the UOBKH(HK)L Internet Trading Service, UOBKH(HK)L does not warrant nor guarantee expressly or otherwise that the UOBKH(HK)L Internet Trading Service provided thereunder are suitable or fit for any particular financial, investment or other purpose or is of merchantable quality in relation to such purpose(s).
- 2 Risks**
- 2.1 The Client acknowledges and understands that the UOBKH(HK)L Internet Trading Service is a communication tool made available by UOBKH(HK)L to the Client at the Client's request to facilitate the communication between the Client and UOBKH(HK)L via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the UOBKH(HK)L Internet Trading Service and the Internet which may be beyond the reasonable control of UOBKH(HK)L and that, by electing to use and communicate through the UOBKH(HK)L Internet Trading Service and the Internet, the Client accepts that all communications between the Client and UOBKH(HK)L are made at the sole risk of the Client.
- 2.2 The Client agrees and accepts that prices of securities quoted on the UOBKH(HK)L Internet Trading Service may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in securities may not be executed or matched at the same prices as the prices then quoted on the UOBKH(HK)L Internet Trading Service at the time of the issuance of any such orders.
- 2.3 The Client acknowledges and accepts that the execution or matching of his orders in respect of dealings in securities is dependent on the prevailing market conditions and that UOBKH(HK)L accordingly does not and cannot represent nor warrant that any such orders transmitted through the UOBKH(HK)L Internet Trading Service will be executed or matched on an immediate or timely basis.
- 2.4 UOBKH(HK)L may from time to time provide Internet hyperlinks in the UOBKH(HK)L Internet Trading Service to Internet web pages or services provided by third parties. UOBKH(HK)L may also from time to time permit third parties to make available their services to the Client through the UOBKH(HK)L Internet Trading Service. The Client hereby acknowledges that such web pages or services provided by third parties are beyond the control of UOBKH(HK)L and that UOBKH(HK)L neither endorses nor recommends to the Client any such web pages or services and accordingly, the Client agrees that any access or use of such websites or services by the Client shall be wholly at the Client's own risk.
- 1.6 若大華繼顯全權認為大華繼顯互聯網交易服務的任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤屬於或可能因該客戶的任何設備或軟件所致，則大華繼顯可：
- (a) 查核及檢查該客戶的的設備及軟件；及
- (b) 要求該客戶自費切斷、停止使用、升級及 / 或修改上述各項。
- 1.7 該客戶承認使用大華繼顯互聯網交易服務可能涉及可當作個人財務資料的電子資料傳輸，包括（但不限於）身份、成交股份數目及有關股份的價格淨額。該客戶特此同意通過大華繼顯互聯網交易服務以電子方式傳輸有關資料；在該客戶接達及 / 或使用大華繼顯互聯網交易服務期間，有關同意在任何時間均屬有效。
- 1.8 雖然大華繼顯已在提供大華繼顯互聯網交易服務的過程中給予專業的審慎及專注，但大華繼顯並不明確或以其他方式保證或擔保在其項下提供的大華繼顯互聯網交易服務適合某財政、投資或其他用途，或就有關用途而言具備適合銷售的質量。
- 2 風險**
- 2.1 該客戶確認及明白，大華繼顯互聯網交易服務是一項大華繼顯應該客戶要求提供予該客戶的通訊工具，藉此方便該客戶通過互聯網與大華繼顯通訊。該客戶亦確認，使用大華繼顯互聯網交易服務及互聯網存在大華繼顯合理控制範圍以外的保安、保密及其他風險；如選擇使用大華繼顯互聯網交易服務及互聯網及通過大華繼顯互聯網交易服務及互聯網進行通訊，該客戶接受，該客戶與大華繼顯之間一切通訊的有關風險，均全由該客戶承擔。
- 2.2 該客戶同意及接受，大華繼顯互聯網交易服務所報出的證券價格，可隨時及不時隨市場實際情況變更；因此，該客戶的證券交易指示，可能不能按照發出有關指示時大華繼顯互聯網交易服務當時所報出的價格執行或對盤。
- 2.3 該客戶確認及接受其證券交易指示的執行或對盤，將會視乎市場現況而定，而大華繼顯因而並不及不能陳述或保證通過大華繼顯互聯網交易服務傳輸的任何有關指示將會立即或適時執行或對盤。
- 2.4 大華繼顯可於大華繼顯互聯網交易服務不時提供連結至第三方所提供互聯網網頁或服務的互聯網超連結。大華繼顯亦可不時准許第三方通過大華繼顯互聯網交易服務向該客戶提供該第三方的服務。該客戶特此確認，第三方提供的有關網頁或服務，均在大華繼顯的控制範圍之外，而大華繼顯概不認同或向該客戶推薦任何有關網頁或服務；因此，該客戶同意，如該客戶接達或使用任何有關網頁或服務，則全部風險概由該客戶自行承擔。

### 3 Instructions, Verifications, Acknowledgements and Notifications

3.1 The Client hereby authorises UOBKH(HK)L to rely and act on, and treat as fully authorised by and binding upon the Client, all orders, instructions and communications received by UOBKH(HK)L through the UOBKH(HK)L Internet Trading Service by UOBKH(HK)L under or using the Client's User ID, ID and/or Password (hereinafter referred to as "Instructions").

3.2 All Instructions shall be deemed to have been given or made at the time and in the format received by UOBKH(HK)L, and may be carried out by UOBKH(HK)L without further verification with the Client. UOBKH(HK)L shall be entitled (regardless of the circumstances prevailing at the relevant time and without further enquiry by UOBKH(HK)L as to the genuineness of Instructions and/or the authority or identity of the person giving the same) to regard all such Instructions as valid instructions given by the Client notwithstanding that it may have been given by a third party with or without the Client's consent and/or authority. If any Instruction received by UOBKH(HK)L is, or is regarded by UOBKH(HK)L in good faith to be, ambiguous, contradictory or conflicting, UOBKH(HK)L may either disregard such Instruction (in whole or in part) or carry out or execute such Instruction (in whole or in part) in accordance to UOBKH's interpretation of such Instruction in good faith without further reference or consultation with the Client.

3.3 UOBKH(HK)L shall be under no obligation whatsoever to effect any Instructions and shall be entitled to refuse to carry out the same without giving any reasons for such refusal and without incurring any liability whatsoever. Further, UOBKH(HK)L shall not be responsible for any Instruction not being executed through the UOBKH(HK)L Internet Trading Service for any reasons whatsoever.

3.4 Subject to the provisions of this clause 3, all transactions executed or done by UOBKH(HK)L in accordance with any Instruction shall be binding on the Client.

3.5 UOBKH(HK)L hereby reserves the right to deactivate or revoke the Client's access to and use of the UOBKH(HK)L Internet Trading Service if it suspects that the Instructions issued using the Client's User ID, ID and/or Password are or have not been duly authorised by the Client. In such event, UOBKH(HK)L may require the Client to re-apply for a new User ID, ID and/or Password.

3.6 Any acknowledgement or notification issued or published by UOBKH(HK)L via the UOBKH(HK)L Internet Trading Service shall be deemed to have been received by the Client when the same was issued or published by UOBKH(HK)L and the Client shall be bound thereby notwithstanding that such acknowledgement or notification may not have actually been received by the Client for any reasons whatsoever.

### 4 Countermand of Client's Instructions

4.1 Subject to clause 4.2 below, all Instructions transmitted to UOBKH(HK)L through the UOBKH(HK)L Internet Trading Service shall be irrevocable irrespective of any typographical or keystroke errors made when such Instructions are placed, any corruption or distortion of Instructions which may occur when the Instructions are transmitted through the UOBKH(HK)L Internet Trading Service and UOBKH(HK)L shall be entitled to act on such Instructions (in whole or in part) in accordance with these Terms and Conditions notwithstanding UOBKH(HK)L's receipt of any request by the Client to cancel or amend such Instructions. For the avoidance of doubt, UOBKH(HK)L shall not be taken to have received or to have notice of any request for cancellation or amendment of Instructions from the Client until UOBKH(HK)L communicates its receipt of the same to the Client.

### 3 指示、核證、認收及通知

3.1 該客戶特此授權大華繼顯依據該客戶根據或使用其使用者識別碼、識別及 / 或密碼 [ 發出 ] 而大華繼顯通過其提供的大華繼顯互聯網交易服務收訖的一切指令、指示及通訊 ( 以下稱為「指示」) 行事, 可將有關指示當作經由該客戶正式授權處理, 並對該客戶具約束力。

3.2 一切指示均當作於大華繼顯收到指示時發出或作出, 亦與大華繼顯所收到指示的格式相同, 大華繼顯亦可執行有關指示, 毋須與該客戶進一步核實有關指示。大華繼顯有權 ( 不論有關時間當時的情況, 而大華繼顯亦毋須進一步查詢指示及 / 或發出指示的人的授權或身份的真偽 ) 將一切有關指示當作該客戶發出的有效指示處理, 即使指示由第三方在獲得或未得該客戶同意及 / 或授權的情況下發出亦然。如大華繼顯所收到指示屬於或被大華繼顯真誠認為屬於含糊不清、互相矛盾或有所衝突, 則大華繼顯可不理會 ( 全部或部分 ) 有關指示或按照大華繼顯以真誠方式對有關指示所作出的解釋執行 ( 全部或部分 ) 有關指示, 毋須進一步查詢或諮詢該客戶。

3.3 大華繼顯並無責任執行任何指示, 亦有權拒絕執行任何指示, 毋須為拒絕指示而提出任何理由, 亦毋須產生任何責任。此外, 對於由於任何原因並無通過大華繼顯互聯網交易服務執行任何指示, 大華繼顯概不負責。

3.4 在不抵觸此第 3 條的規定的情況下, 大華繼顯按照任何指示執行或作出的一切交易, 對該客戶均具約束力。

3.5 大華繼顯特此保留權利, 如大華繼顯懷疑使用該客戶的使用者識別碼、識別及 / 或密碼發出的指示並未經該客戶妥為許可, 則大華繼顯可停止或撤銷該客戶接達及使用大華繼顯互聯網交易服務的權利。在有關的情況下, 大華繼顯可要求客重新申請新的使用者識別碼、識別及 / 或密碼。

3.6 凡大華繼顯通過大華繼顯互聯網交易服務發出或刊發的認收書或通知, 應於大華繼顯發出或刊發之時當作該客戶收訖處理, 而該客戶須因而受其約束, 即使由於任何原因該客戶並未實際收訖有關認收書或通知亦然。

### 4 取消該客戶的指示

4.1 在不抵觸下文第 4.2 條的情況下, 凡通過大華繼顯互聯網交易服務傳輸予大華繼顯的指示, 均不可撤銷 ( 不論給予有關指示時的任何印刷或按鍵錯誤、在透過大華繼顯互聯網交易服務傳送指示時指示可能出現的任何損毀或扭曲 ) , 而大華繼顯有權按照本條款與細則的規定依照 ( 全部或部分 ) 有關指示行事, 即使大華繼顯收訖該客戶取消或修訂有關指示的要求亦然。為免存疑, 在大華繼顯向該客戶傳達收訖有關要求之前, 不得當作大華繼顯收訖或得知任何該客戶發出取消或修訂指示的要求。

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| 4.2 | Upon receipt by UOBKH(HK)L of any request to cancel or amend any Instruction, UOBKH(HK)L may, but shall not be obliged to, cancel or amend any Instruction after the Instruction has been transmitted to UOBKH(HK)L. UOBKH(HK)L shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to UOBKH(HK)L's execution of such Instructions, but UOBKH(HK)L shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that UOBKH(HK)L cancels or amends, or attempts to cancel or amend, any Instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by UOBKH(HK)L. For the avoidance of doubt, the Client shall be bound by the execution for him by UOBKH(HK)L of any Instruction (whether in whole or in part) if and to the extent that such Instruction (or any part thereof) was not cancelled or amended by UOBKH(HK)L for the Client pursuant to the Client's request. | 4.2 | 於大華繼顯收到任何取消或修訂指示的要求後，大華繼顯可（但並無義務）於有關指示傳輸至大華繼顯後取消或修訂有關指示。大華繼顯須盡合理的努力於大華繼顯執行有關指示前按該客戶的取消或修訂要求行事，但如大華繼顯並無完成有關取消或修訂指示，則大華繼顯概不承擔任何責任。若大華繼顯應該客戶要求取消或修訂或嘗試取消或修訂任何指示，該客戶須負責繳付大華繼顯所產生的任何及所有費用及支出。為免存疑，若大華繼顯並無根據該客戶的要求代表該客戶取消或修訂有關指示（或其任何部份），則該客戶須受大華繼顯代表該客戶執行的任何指示（不論全部或部份）約束。 |
| 5   | <b>Commission, Fees and Right of Debit</b>   | 5   | <b>佣金、收費及支款權利</b>   |
| 5.1 | The Client agrees that UOBKH(HK)L may, and is hereby authorised to, effect any payment to or from the Client's account pursuant to or in connection with any Instruction.  | 5.1 | 該客戶同意，大華繼顯可（並特此獲授權）根據或基於任何指示將款項存入該客戶的戶口或以該客戶的戶口支付款項。  |
| 5.2 | The Client shall pay UOBKH(HK)L such subscription fees and other costs, charges, expenses and interest for the use of the UOBKH(HK)L Internet Trading Service at such rate as may be determined by UOBKH(HK)L from time to time and notified to the Client. UOBKH(HK)L further reserves the right to recover from the Client any additional, special or out-of-pocket expenses incurred on the Client's behalf pursuant to any Instructions.   | 5.2 | 該客戶須為使用大華繼顯互聯網交易服務而按大華繼顯不時釐定並通知該客戶的收費率向大華繼顯繳付服務費及其他費用、收費、支出及利息。大華繼顯進一步保留向該客戶追收根據任何指示代表該客戶產生的任何額外、特別或現付支出的權利。  |
| 5.3 | All other agreements between the Client and UOBKH(HK)L for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and shall not be affected by these Terms and Conditions for the payment of fees, costs, charges, expenses and interest in connection with the UOBKH(HK)L Internet Trading Service.   | 5.3 | 該客戶與大華繼顯所訂立關於付費、費用、收費、支出及利息的其他繳款協議，將會繼續有效，並附加於本條款與細則關於大華繼顯互聯網交易服務有關收費、費用、付費、支出及利息的規定，並不受有關規定影響。   |
| 5.4 | All fees, costs, charges, expenses and interest payable to UOBKH(HK)L pursuant to these Terms and Conditions shall be made in the currency specified by UOBKH(HK)L in each case.   | 5.4 | 根據本條款與細則應付予大華繼顯的收費、費用、付費、支出及利息，均須按照大華繼顯在每種情況下指定的貨幣繳付。   |
| 5.5 | At all times, the Client must ensure that he has sufficient funds to fulfil any and all payment obligations when due. Similarly, the Client at all times must ensure that he has sufficient shares in this securities account for delivery when due.   | 5.5 | 該客戶在任何時間均必須確保其備有充足資金，藉以履行任何及所有到期繳款義務。該客戶同樣須於任何時間必須確保本證券戶口備有充足股份，藉以到期進行交付。   |
| 6   | <b>Limits</b>  | 6   | <b>限額</b>   |
| 6.1 | UOBKH(HK)L hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the UOBKH(HK)L Internet Trading Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.  | 6.1 | 大華繼顯特此保留權利，可於任何時間釐定、變更或取消任何可在大華繼顯互聯網交易服務進行或提供的交易類別、融資安排、服務及產品的限額（不論按金錢、數目或其他方式表示亦然），並可變更其各自次數及提供期間。   |
| 6.2 | UOBKH(HK)L may limit, cancel or suspend the UOBKH(HK)L Internet Trading Service in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the UOBKH(HK)L Internet Trading Service.   | 6.2 | 大華繼顯可隨時限制、取消或暫停全部或部份大華繼顯互聯網交易服務，毋須提出任何理由或事先通知，亦不會產生任何責任，亦可增訂、撤銷或更改通過大華繼顯互聯網交易服務可提供或進行的交易類別。   |
| 7   | <b>New Services, Hardware and Software</b>   | 7   | <b>新服務、硬件及軟件</b>  |
| 7.1 | UOBKH(HK)L may introduce new service(s) and/or new product(s) through the UOBKH(HK)L Internet Trading Service at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, the Client agrees to be bound by the terms and conditions as UOBKH(HK)L may prescribe governing each such new service and/or product.  | 7.1 | 大華繼顯可隨時通過大華繼顯互聯網交易服務推出新服務及/或新產品。若於提供有關新服務及/或產品期間運用有關新服務及/或新產品，該客戶同意受大華繼顯為有關新服務及/或產品訂明的各項條款及細則約束。  |

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| 7.2      | If new or different versions of the web browser or other software necessary for the operation of the UOBKH(HK)L Internet Trading Service are available, UOBKH(HK)L reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the UOBKH(HK)L, UOBKH(HK)L may reject Instructions sent by that Client.  | 7.2      | 若大華繼顯互聯網交易服務運作所需的網上瀏覽器或其他軟件推出新版本或不同版本，大華繼顯保留不支援有關網上瀏覽器或其他軟件的先前版本的權利。若該客戶未有按大華繼顯的要求將有關網上瀏覽器升級，獲取獲支援的網上瀏覽器或使用任何其他軟件的支援版本，則大華繼顯可拒絕受理該客戶發出的指示。   |
| 7.3      | UOBKH(HK)L reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the UOBKH(HK)L Internet Trading Service, and in the event the Client fails to obtain the necessary hardware or equipment to use the UOBKH(HK)L Internet Trading Service, UOBKH(HK)L may reject Instructions sent by that Client.   | 7.3      | 大華繼顯保留權利更改該客戶使用大華繼顯互聯網交易服務所需的任何硬件或設備的種類、版本或規格的權利。若該客戶未有使用大華繼顯互聯網交易服務所需的硬件或設備，則大華繼顯可拒絕受理該客戶發出的指示。   |
| 8<br>8.1 | <b>Termination</b><br>Without prejudice to clause 1 above, this agreement with the Client under the Terms and Conditions may be terminated by UOBKH(HK)L in its sole and absolute discretion without giving any reason at any time and without giving prior notice to the Client and without incurring any liability whatsoever. Without prejudice to the generality of the foregoing, UOBKH(HK)L shall be entitled (but shall not be obliged) to terminate these Terms and Conditions based on any grounds or reasons which will justify the termination or closing of any of the Client's accounts with UOBKH(HK)L. For the avoidance of doubt, the Client may only terminate these Terms and Conditions upon giving fourteen (14) days' prior notice in writing to UOBKH(HK)L. | 8<br>8.1 | <b>終止</b><br>在不損害上文第 1 條的情況下，根據本條款與細則與該客戶訂立的本協議，可由大華繼顯隨時全權及絕對酌情決定終止，毋須提出任何理由，亦毋須事先通知該客戶，亦毋須產生任何責任。在不損害前文所載的一般原則下，大華繼顯有權（但並無義務）根據任何可支持終止或結束該客戶在大華繼顯開立的任何戶口的理據或理由終止本條款與細則。為免存疑，該客戶只可向大華繼顯發出十四(14)天事先書面通知，從而終止本條款與細則。 |
| 9<br>9.1 | <b>Disclosure of Information</b><br>The Client agrees that UOBKH(HK)L may without incurring any liability whatsoever, divulge or reveal to third parties any information whatsoever regarding the Client or any of the Client's account(s) maintained with UOBKH(HK)L for such purposes as UOBKH(HK)L may deem fit, including:  | 9<br>9.1 | <b>資料披露</b><br>該客戶同意，大華繼顯可基於其認為合適之目的向第三方透露或揭露任何與該客戶或在大華繼顯維持的任何該客戶戶口有關的資料，而不會因而產生任何責任，有關目的包括如下：   |
| (a)      | in order to link any of the Client's accounts maintained with UOBKH(HK)L;   | (a)      | 與在大華繼顯維持的任何該客戶的戶口連繫；   |
| (b)      | where UOBKH(HK)L has entered into an agreement with another party, whether in Hong Kong or otherwise, to provide any service (including services available via UOBKH(HK)L Internet Trading Service). In this case, UOBKH(HK)L will provide that party with information about the Client's accounts, transactions, transfers or bill payments, and the Client's communications with UOBKH(HK)L in order to carry out Instructions;   | (b)      | 大華繼顯與其他人士在香港或其他地方訂立協議，藉以提供任何服務（包括通過大華繼顯互聯網交易服務提供的服務）。在此情況下，大華繼顯將會向有關人士提供與該客戶的戶口、交易、轉讓或賬款繳付有關的資料及該客戶為執行各指示而與大華繼顯進行的通訊；  |
| (c)      | where it is necessary for completing transactions, transfers or bill payments or otherwise carrying out Instructions;   | (c)      | 完成交易、轉讓、賬款繳付或以其他方式執行各項指示所需者；   |
| (d)      | in order to market or promote any services or products of UOBKH(HK)L;   | (d)      | 推銷或推廣大華繼顯的任何服務或產品；   |
| (e)      | in order to verify the existence and conditions of an account for a third party, a payee, or any holder of a check issued by the Client or on the Client's behalf through UOBKH(HK)L Internet Trading Service; or   | (e)      | 為第三方或通過大華繼顯互聯網交易服務經該客戶或代表該客戶開出支票的收款人或持有人核實戶口的存在及狀況；或   |
| (f)      | in order to comply with laws, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.   | (f)      | 遵行法例、法庭命令、傳召出庭令或其他法律程序文件，或向任何具有法定權限要求資料的政府機構或官員提供有關資料。   |
| 9.2      | For the avoidance of doubt, the Client agrees that UOBKH(HK)L shall not be liable for any loss or damage that the Client may incur as a result of the negligence, act or omission of any third party referred to in the clause 9.1 above.   | 9.2      | 為免存疑，該客戶同意，對於該客戶因上述第 9.1 條提述的任何第三方的疏忽、作為或不作為而產生的任何損失或損害，大華繼顯概不承擔任何責任。  |



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| 10   | <b>Notification By Client</b>   | 10   | <b>該客戶所作出之通知</b>   |
| 10.1 | The Client shall promptly notify UOBKH(HK)L and in any event within forty-eight (48) hours:-  | 10.1 | 如有以下情況，該客戶須即時（在任何情況下均須於四十八(48)小時內）通知大華繼顯：  |
|      | (a) of any failure to receive an appropriate response that an Instruction initiated by the Client through the UOBKH(HK)L Internet Trading Service has been received and/or executed;  |      | (a) 並無收到對該客戶通過大華繼顯互聯網交易服務所發出指示回覆已獲收到及 / 或執行的適當回覆；  |
|      | (b) of any receipt of a confirmation of an Instruction that the Client did not place or an inaccurate or conflicting report, account statement or information relating to the Client's account;   |      | (b) 收到並非該客戶所發出指示的確認書，或與該客戶的戶口有關的不確或有所衝突的報告、戶口結單或資料；  |
|      | (c) of any discrepancy between any information or report produced or made available to the Client by the UOBKH(HK)L Internet Trading Service on any medium (including but not limited to electronic means), or in the Client's portfolio, or an information source, and any other such report or confirmation of a trade or order;  |      | (c) 大華繼顯互聯網交易服務以任何媒體（包括（但不限於）電子媒體）提供予該客戶的任何資料或報告或該客戶的投資組合或資料來源編製與交易或指示的任何其他報告或確認書之間有任何差異；  |
|      | (d) if there is a discrepancy in the account balance, security positions or order status reported to the Client through the UOBKH(HK)L Internet Trading Service;  |      | (d) 通過大華繼顯互聯網交易服務向該客戶匯報的戶口結餘、證券持倉或買賣盤的現況存有差異；  |
|      | (e) (without prejudice to clause 1.1) if there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Client's UOBKH(HK)L Internet Trading Service account.   |      | (e) （在不損害第 1.1 條的情況下）存在與該客戶的大華繼顯互聯網交易服務戶口有關的任何其他種類差異或發生可疑或原因不詳的事故。   |
| 11   | <b>Investment Information and Intellectual Property</b>   | 11   | <b>投資資料與知識產權</b>   |
| 11.1 | UOBKH(HK)L shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the UOBKH(HK)L Internet Trading Service.  | 11.1 | 對於通過大華繼顯互聯網交易服務所提供任何資料、數據或其他服務的內涵、準確性、是否適時或完整性，大華繼顯概不以任何方式負責。  |
| 11.2 | UOBKH(HK)L shall further not be responsible in the event that the Client is unable to access or use any information, data or other services available on the UOBKH(HK)L Internet Trading Service, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty in any way whatsoever.  | 11.2 | 若該客戶不能接達或使用大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，或上述各項以任何方式受到延誤、暫停、終止、有所訛誤或錯誤，大華繼顯亦概不負責。  |
| 11.3 | The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any of the information, data or other services provided by UOBKH(HK)L via the UOBKH(HK)L Internet Trading Service in any manner without the prior written consent of UOBKH(HK)L, or use the same for any unlawful or unauthorised purposes. The Client hereby agrees to comply with any request by UOBKH(HK)L to protect its copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever arising in the information, data or other services provided by UOBKH(HK)L.   | 11.3 | 如未事先獲得大華繼顯書面同意，該客戶不得以任何方式複製、再傳輸、傳佈、出售、派發、刊印、廣播、流傳或商業上利用大華繼顯通過大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，亦不得使用有關資料、數據或其他服務作為任何違法或未經許可用途。該客戶特此同意遵行大華繼顯的任何要求，藉以保障大華繼顯所提供資料、數據或其他服務的版權、其他知識產權權利或精神權利（不論法定或其他性質亦然）。                       |
| 11.4 | The trade and service marks of UOBKH(HK)L displayed on the UOBKH(HK)L web site are the sole and exclusive property of UOBKH(HK)L and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.   | 11.4 | 大華繼顯網站所顯示的大華繼顯商標及服務標記，均為大華繼顯及 / 或其他有關第三方的獨有及專有產權。現概無給予任何複製或使用任何有關商標及服務標記的權利或特許。  |
| 12   | <b>No Reliance on Information</b>   | 12   | <b>資料不得加以倚賴</b>  |
| 12.1 | The information provided on the UOBKH(HK)L Internet Trading Service does not constitute professional advice from UOBKH(HK)L nor should it be relied upon as such in relation to any investment decision, trading activities or orders placed by the Client who shall, at all times, rely on his own assessment and judgment in respect of any investment decision or proposed transaction. UOBKH(HK)L makes no warranty or representation, expressed or implied, as to the information on the UOBKH(HK)L Internet Trading Service, or as to its content, accuracy, completeness, timeliness or otherwise. The availability of information on the UOBKH(HK)L Internet Trading Service should not be taken in any way as an inducement to trade or a solicitation for orders. | 12.1 | 就該客戶的任何投資決定、交易活動或所發出的指示而言，大華繼顯互聯網交易服務所提供的資料，並不構成大華繼顯提供的專業意見，並不應因而加以倚賴，而在任何投資或建議交易方面，該客戶於任何時間均須倚賴該客戶本身的評估及判斷。對於大華繼顯互聯網交易服務所載的資料或其內容、其準確性、完整性、是否適時或其他方面，大華繼顯概不作出任何明確或隱含的保證或陳述。大華繼顯互聯網交易服務所提供的資料，在任何方面均不得當作交易誘因或招攬訂單處理。 |

12.2 The Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) which it furnishes to the parties that disseminate such data. The Client also understands that neither any participating securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of such market data or any other market information, or messages disseminated by any party. For the avoidance of doubt, UOBKH(HK)L shall not be liable in any way for, and the Client agrees to indemnify and hold harmless UOBKH(HK)L from and against, any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by or in relation to (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by or in relation to (i) any such inaccuracy, error, delay, or omission, (ii) the non-performance of, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e. events beyond the reasonable control of any disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labor disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) or any other cause beyond the reasonable control of any disseminating party. The Client understands and agrees that the Terms and Conditions may be enforced directly against the Client by the securities exchanges and associations providing market data to the Client.

### 13 Exclusion of Liability

13.1 Without prejudice to the generality of the other clauses in the Terms and Conditions and in addition to the same, UOBKH(HK)L shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of UOBKH(HK)L, its agents or independent contractors): -

- (a) the reliance or use of the information or trading and other services provided through the UOBKH(HK)L Internet Trading Service;
- (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided through the UOBKH(HK)L Internet Trading Service;
- (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services on the UOBKH(HK)L Internet Trading Service;
- (d) any cause over which UOBKH(HK)L does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
- (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client through the UOBKH(HK)L Internet Trading Service;
- (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.;

12.2 該客戶明白各參與證券交易所或組織對其向傳佈資料的各方所提供的市場資料（包括（但不限於）實時報價）均宣稱享有專利權益。該客戶亦明白任何參與證券交易所或組織或市場資料的任何供應商概不保證有關市場資料或任何人士傳佈的任何其他市場資料或信息適時、順序、準確或完整。為免存疑，對於任何傳佈方的任何疏忽作為或不作為或任何「不可抗力」事件（即任何傳佈方合理控制範圍以外的事件，包括（但不限於）水浸、異常天氣狀況、地震或其他天災、火災、戰爭、恐怖主義行為、暴動、暴亂、勞資糾紛、意外、政府行動、通訊或供電故障、任何設備或軟件失靈）或任何傳佈方合理控制範圍以外的任何其他原因引致(a)(i) 任何有關數據、資料或信息或(ii)任何有關數據、資料或信息的傳輸的偏差、錯誤、延遲或錯漏，或(b)任何有關數據、資料或信息的(i)任何有關偏差、錯誤、延遲或錯漏或(ii)未能發揮作用或(iii)中斷所產生、引致或有關的任何或所有申索、要求、訴訟、損失、損害、責任或費用、收費、律師費及任何性質的支出（「損失」）所產生、引致或有關的損失，大華繼顯概不以任何方式承擔責任，而該客戶同意就任何損失而向大華繼顯作出彌償，並保持大華繼顯不受任何損害。該客戶知悉及同意，向該客戶提供市場資料的證券交易所及組織，可直接對該客戶執行本條款與細則。

### 13 免除責任

13.1 在不損害本條款與細則內其他條款的一般原則及附加於有關條款的情況下，對於以下各項以任何原因或以任方式（包括（但不限於）大華繼顯、其代理人或獨立承辦商的任何作為、違責或不作為）引致或產生的任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，大華繼顯概不向該客戶或任何第三方承擔任何責任：

- (a) 依據或使用通過大華繼顯互聯網交易服務提供的資料或交易及其他服務；
- (b) 通過大華繼顯互聯網交易服務提供的任何服務中斷、遭受干擾、延遲、暫停、失靈、故障、操作員錯誤、毛病、病毒或喪失其使用權；
- (c) 大華繼顯互聯網交易服務所提供服務所運用的任何電腦硬件、應用方案軟件或其他軟件的任何故障；
- (d) 大華繼顯不能合理控制的任何原因，包括（但不限於）任何政府限制、交易所裁決、暫停交易、戰爭、恐怖主義行為、罷工、工業行動、內亂或任何電子或機械設備、電話或其他通訊系統線路或裝置或公用服務系統的故障、未經許可接達或盜竊（包括（但不限於）盜竊密碼、代碼及/或登入序列）；
- (e) 延遲、未能、疏忽或遺漏執行該客戶通過大華繼顯互聯網交易服務發出的任何指令或指示而以任何性質及以任何方式產生或有關的任何直接、間接、相應或附帶的損失或損害；
- (f) 任何資料或資料的傳輸或交付的任何偏差、錯誤、延遲或遺漏；

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| <p>(g) any delay, failure, error, omission which may ensue from the maintenance of the UOBKH(HK)L Internet Trading Service from time to time; or</p>   | <p>(g) 可能因不時維持大華繼顯互聯網交易服務而產生的任何延誤、故障、錯誤或遺漏；或</p>   |
| <p>(h) the failure of any electronic protective measures, including filters and anti-virus software, whether for the protection of the integrity of the UOBKH(HK)L Internet Trading Service or the filtering out of inappropriate Instructions for execution or howsoever otherwise.</p>   | <p>(h) 任何電子保護措施出現故障，包括過濾和防毒軟件（不論是為了保護大華繼顯互聯網交易服務的完整性，或過濾不適合執行或其他方面的指示）。</p>  |
| <p>13.2 Both the Client and UOBKH(HK)L agree that no action, regardless of form, arising out of or in connection with the UOBKH(HK)L Internet Trading Service or these Terms and Conditions, may be brought by the Client against UOBKH(HK)L more than one (1) year after the cause of action has accrued.</p>   | <p>13.2 該客戶及大華繼顯雙方均同意，如訴訟因由產生後已超逾一(1)年，則該客戶不得對大華繼顯提出大華繼顯互聯網交易服務或本條款與細則所產生或有關的任何訴訟（不論其形式如何亦然）。</p>  |
| <p>14 <b>Indemnity</b></p>   | <p>14 <b>彌償</b></p>  |
| <p>14.1 The Client shall indemnify UOBKH(HK)L for all and any actions, losses, damages, demands, liability, claims, costs, charges or other expenses which UOBKH(HK)L may howsoever be subjected to in relation to the UOBKH(HK)L's functions with respect to the UOBKH(HK)L Internet Trading Service and including but not limited to in connection with or arising from:</p>   | <p>14.1 該客戶須就大華繼顯因其大華繼顯互聯網交易服務的功能而須以任何方式承受的所有及任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，包括（但不限於）以下各項有關或產生者：</p>   |
| <p>(a) any unauthorised Instructions or other instructions and data of the Client that might be transmitted through the UOBKH(HK)L Internet Trading Service or any Instructions or such other instructions and data being inaccurate, garbled or incomplete;</p>   | <p>(a) 通過大華繼顯互聯網交易服務傳輸的任何未經許可指示或該客戶的其他指示及數據，或任何指示或其他有關指示及數據有所偏差、含混不清或不完整；</p>  |
| <p>(b) the recovery of or attempt to recover by UOBKH(HK)L from the Client of any monies due to UOBKH(HK)L or the enforcement by UOBKH(HK)L of these Terms and Conditions;</p>   | <p>(b) 大華繼顯向該客戶追收或嘗試追收所欠大華繼顯的任何欠款或大華繼顯強制執行本條款與細則；</p>  |
| <p>(c) any change in any law, regulation or official directive which may have a material adverse effect on these Terms and Conditions or UOBKH(HK)L; and</p>   | <p>(c) 任何法例、規例或官方指令進行任何對本條款與細則或大華繼顯有重大不利影響的變更；及</p>  |
| <p>(d) any breach by the Client of any of the Client's representations, warranties and obligations pursuant to these Terms and Conditions.</p>   | <p>(d) 該客戶違反其根據本條款與細則作出的任何陳述、保證及義務。</p>  |
| <p>15 <b>Communications</b></p>  | <p>15 <b>通訊</b></p>  |
| <p>15.1 All notices, alerts and other communications to the Client may be sent by post, hand delivery, telex, cable or facsimile transmission, mobile phone, pager, electronic mail or such other manner as UOBKH(HK)L may in its sole and absolute discretion deem fit, to the Client's last known address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address in UOBKH(HK)L's records.</p>  | <p>15.1 凡發給該客戶的通知、警戒及其他通訊，可以郵遞、人手派遞、電傳、電報或傳真傳送、無線電話、傳呼機、電郵或大華繼顯全權及絕對酌情決定認為合適的方式發送往大華繼顯紀錄所載的該客戶最後為人所知地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址。</p>  |
| <p>15.2 The Client hereby undertakes to inform UOBKH(HK)L immediately in writing of any change in the Client's address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address.</p>   | <p>15.2 該客戶特此作出承諾，如該客戶的地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址有任何變更，將會立即書面通知大華繼顯。</p>   |
| <p>15.3 All notices, alerts and other communications sent by UOBKH(HK)L shall be conclusively deemed to have been received by the Client on the day following such posting if sent by post, notwithstanding that the same may be returned unclaimed; on the day of delivery if delivered by hand; and at the time and day of dispatch by UOBKH(HK)L if sent by telex, cable, telefax or electronic mail, despite any evidence or fact to the contrary and shall be deemed to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by an officer of UOBKH(HK)L confirming the posting or dispatch of any such notice, alert or other communication from UOBKH(HK)L shall be binding and conclusive evidence of this fact against the Client.</p> | <p>15.3 凡大華繼顯發出的通知、警戒及其他通訊，如以郵遞方式發出，將於投寄後翌日定論地當作客戶收訖處理，即使郵件因未獲認領而退回亦然；如以人手派遞，則應於送交之日定論地當作該客戶收訖處理；如以電傳、電報、傳真或電郵發出，須於大華繼顯發送之日及時間定論地當作該客戶收訖處理，即使有任何與此相反的證據或事實亦然，並當作按發出有關通知、通訊及/或其他文書之目的有效送達處理。經由大華繼顯的高級人員所作出並確認大華繼顯投寄或發送任何有關通知、警戒或其他通訊的陳述書，應對該客戶具約束力，並為此項事實的確證。</p> |

- 15.4 Subject as otherwise provided for by the Terms and Conditions, no communication from the Client to UOBKH(HK)L may be effected by electronic mail or any other electronic media without the prior written consent of UOBKH(HK)L. In any event, such electronic communication shall be deemed not to have been received by UOBKH(HK)L until it is actually received by a person designated by UOBKH(HK)L to receive such communication and unless such communication is in a format readily decipherable by UOBKH(HK)L's computer systems.
- 16 **Invalidity of Any Provisions**  
If any of the provisions of the Terms and Conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.
- 17 **Law and Jurisdiction**  
Trading on the Client's Account, together with any terms and conditions imposed on the Client (whether during the opening of the account or in these Terms and Conditions) are subject to and shall be governed by and interpreted in accordance with the codes, and guidelines of HKSF as amended from time to time and the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and the Client further waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum, save that UOBKH(HK)L will be at liberty to proceed with any legal action against the Client in any court in any other jurisdiction.
- 18 **Service of Process**  
The Client agrees that in any legal action taken by UOBKH(HK)L against him, service of any Writ of Summons or other originating process or any other court document (the "Court Documents") may be effected on the Client by leaving the same at the address given by the Client when opening his account or at the last known address of the Client after the opening of his account. Where such address is a postal box number or other mail address, then the service of the Court Documents may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such Court Documents in the manner stated above shall be deemed good and sufficient service on the Client, and the Client further agrees to waive all rights to demand personal service in respect of such Court Documents.
- 19 **Survival**  
For the avoidance of doubt, the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination and in respect of clauses 13 and 14 shall survive the termination of these Terms and Conditions or the deactivation or revocation of the UOBKH(HK)L Internet Trading Service.
- 15.4 除本條款與細則另有規定外，否則如未事先獲得大華繼顯書面同意，該客戶不得以電郵或任何其他電子媒體發出任何通訊。除非大華繼顯指定收取有關通訊的人士實際收到有關電子通訊，而其格式亦可即時被大華繼顯的電腦系統破解，否則在任何情況下均不得當作大華繼顯收訖有關電子通訊。
- 16 **條文失效**  
若本條款與細則或其任何部份的條文在任何方面被判定失效、違法或不可執行，則其餘條文的有效性、合法性及可否執行，在任何方面均不會受到影響。
- 17 **法律與司法管轄權**  
該客戶戶口所進行的交易，以及對該客戶訂定的任何條款及細則（不論開戶期間訂定或於本條款與細則訂定者亦然）均受經不時修訂的香港證監會守則及指引及中華人民共和國香港特別行政區（「香港」）的法例管轄，並須按照有關守則、指引及法例詮釋。該客戶特此不可撤銷地願受香港法院的非專屬司法管轄權管轄，而該客戶亦進一步放棄基於在不方便訴訟地提出法律程序為理由而對有關法律程序提出異議的權利，但大華繼顯有自由在任何其他司法管轄區對該客戶進行任何法律訴訟。
- 18 **法律程序文件之送達**  
該客戶同意，在大華繼顯對該客戶提出的任何法律訴訟中，任何傳訊令狀或其他原訟法律程序文件或任何其他法庭文件（「法庭文件」）可留於該客戶開立戶口時所給予的地址或在開戶之後該客戶最後為人所知地址，藉以送達該客戶。若有關地址為郵箱號碼或其他郵遞地址，則可將法庭文件郵寄往有關地址，藉以送達有關法庭文件。該客戶特此不可撤銷地確認，如按上述方式送達有關法庭文件，應當作為妥為及充分送達該客戶處理，而該客戶進一步同意放棄一切要求以面交方式送達有關法庭文件的權利。
- 19 **繼續生效的條文**  
為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第 13 及 14 條需支付的所有付費、費用、收費、支出及數額，在本條款及細則終結後或大華繼顯互聯網交易服務停止或撤銷後仍然有效。

## APPENDIX I RISK DISCLOSURE STATEMENT 附錄一 風險披露聲明

I/We declare and acknowledge that UOB Kay Hian (Hong Kong) Limited ( "UOBKH(HK)L" ) has provided the following Risk Disclosure Statements (including Additional Risk Disclosure Statement) to me/us in English/Chinese, which is the language of my/our choice, and I/we have been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if I/we wish.

In particular, I am/we are aware that there are risks associated with margin trading in securities buying and selling and with providing authority to repledge the securities collateral, that I/we should read this document carefully before I/we decide to accept the margin financing arrangement.

### RISK OF MARGIN TRADING

I/We understand that the risk of loss in financing a transaction by deposit of collateral is significant. I/We may sustain losses in excess of my/our cash and any other assets deposited as collateral with UOBKH(HK)L. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stoplimit" orders. I/We may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/We should therefore carefully consider whether such a financing arrangement is suitable in light of my/our own financial position and investment objectives.

本人 / 吾等聲明及確認，大華繼顯 ( 香港 ) 有限公司 ( 「大華繼顯」 ) 以英文 / 中文 ( 為本人 / 吾等選擇的語言 ) 向本人 / 吾等提供以下的風險披露聲明 ( 包括附加風險披露聲明 )，而本人 / 吾等已獲邀請閱讀風險披露聲明、提出疑問，並尋求獨立法律意見 ( 如本人 / 吾等有此意願 )。

尤其，本人 / 吾等知悉證券買賣的保證金交易及提供將證券抵押品再質押的授權書存有風險，而在本人 / 吾等決定接納保證金融資安排前，本人 / 吾等應仔細閱讀此文件。

### 保證金買賣的風險

本人 / 吾等明白藉存放抵押品而為交易取得融資的虧損風險可能極大。本人 / 吾等所蒙受的虧蝕可能會超過本人 / 吾等存放於大華繼顯作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如 "止蝕" 或 "限價" 指示無法執行。本人 / 吾等可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如本人 / 吾等未能在指定的時間內支付所需的保證金款額或利息，本人 / 吾等的抵押品可能會在未經本人 / 吾等的同意下被出售。此外，本人 / 吾等將要為本人 / 吾等的戶口內因此而出現的任何短欠數額及需繳付的利息負責。因此，本人 / 吾等應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合本人 / 吾等。

## RISK OF PROVIDING AN AUTHORITY TO REPLEDGE SECURITIES COLLATERAL ETC.

I/We understand that there is risk if I/we provide UOBKH(HK)L with an authority that allows it to apply my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for financial accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If my/our securities or securities collateral are received or held by UOBKH(HK)L in Hong Kong, the above arrangement is allowed only if I/we consent in writing. Moreover, unless I am /we are a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If I am /we are a professional investor, these restrictions do not apply. Additionally, my/our authority may be deemed to be renewed (i.e. without my/our written consent) if UOBKH(HK)L issues me/us a reminder at least 14 days prior to the expiry of the authority, and I/we do not object to such deemed renewal before the expiry date of my/our existing authority.

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

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

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

Besides the risk associated with margin trading in securities buying and selling and with providing authority to repledge the securities collateral, I/We also acknowledge that I/we have read, taken independent advice regarding and fully understand the following statements:

## 提供將你的證券抵押品等再質押的授權書的風險

本人 / 吾等明白向大華繼顯提供授權書，容許其按照某份證券借貸協議書使用本人 / 吾等的證券或證券抵押品、將本人 / 吾等的證券抵押品再質押以取得財務通融，或將本人 / 吾等的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如本人 / 吾等的證券或證券抵押品是由大華繼顯在香港收取或持有的，則上述安排僅限於本人 / 吾等已就此給予書面同意的情况下方行有效。此外，除非本人 / 吾等是專業投資者，本人 / 吾等的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若本人 / 吾等是專業投資者，則有關限制並不適用。此外，假如大華繼顯在有關授權的期限屆滿前最少 14 日向本人 / 吾等發出有關授權將被視為已續期的提示，而本人 / 吾等對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則本人 / 吾等的授權將會在沒有本人 / 吾等的書面同意下被視為已續期。

現時並無任何法例規定本人 / 吾等必須簽署這些授權書。然而，大華繼顯可能需要授權書，以便例如向本人 / 吾等提供保證金貸款或獲准將本人 / 吾等的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。大華繼顯應向本人 / 吾等闡釋將為何種目的而使用授權書。

倘若本人 / 吾等簽署授權書，而本人 / 吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人 / 吾等的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據本人 / 吾等的授權書而借出或存放屬於本人 / 吾等的證券或證券抵押品須對本人 / 吾等負責，但上述大華繼顯的違責行為可能會導致本人 / 吾等損失本人 / 吾等的證券或證券抵押品。

本人 / 吾等明白大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如本人 / 吾等毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則本人 / 吾等不會簽署上述的授權書，並應要求開立該等現金帳戶。

除證券買賣的保證金交易及提供將證券抵押品再質押的授權書存有風險外，本人 / 吾等亦承認本人 / 吾等明白已閱讀以下聲明、已就此尋求獨立意見，並完全明白其內容：

1 **SAFEKEEPING**  
Any securities which are held by you for safekeeping may at my/our own risk and expense, and there may be risks in leaving securities in UOBKH(HK)L's safekeeping. For example, if UOBKH(HK)L is holding my/our securities and UOBKH(HK)L becomes insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.

I/We also understand that there are risks in leaving securities in the Broker's custody and that, having by this document authorised the Broker to deposit my/our securities with third parties as security for loans to the Broker or others and to lend my/our securities to third parties or borrow securities for my/our account, I/we risk the loss of such securities.

2 **RISK OF SECURITIES TRADING**  
The price of securities can and does fluctuate and any individual security may experience upwards or downwards movements and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities and this is a risk that I/We am/are prepared to accept. In particular, there is a high degree of leverage associated with margin trading in securities because of the small initial cash margin requirement, such high leverage can work for as well as against me/us and can lead to large losses as well as gains, under certain market conditions I/we may find it difficult or impossible to liquidate a position and therefore my/our losses may not be limited to the initial cash margin or additional cash margins deposited and these are all risks which I/we am/are prepared to accept.

3 **RISK OF TRADING OPTIONS**  
I/We acknowledge that, due to the volatile nature of securities markets, the purchase and writing of options over securities involves a high degree of risk.

#### **WARNING TO OPTION HOLDERS**

4 Where I/we am/are an option holder, I/we understand that some options may only be exercised on its expiry day (European-style exercise) and that other options may be exercised at any time before expiration (American-style exercise). I/We understand that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment.

5 Where I/we am/are an option holder, I/we am/are aware that an option is a wasting asset and there is a possibility that as an option holder I/we may suffer the loss of the total premium paid for the option. I/We am/are aware that as an option holder in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. I/We am/are also aware that UOBKH(HK)L has no obligation either to exercise a valuable option in the absence of my/our instruction or to give to me/us prior notice to the expiration date of the option.

1 **保管及存放**  
由貴行持有以便保管的任何證券的風險及開支由本人 / 吾等自行承擔，而證券交由大華繼顯保管，可能會有風險。例如，如大華繼顯持有本人 / 吾等證券，而大華繼顯失去償債能力，本人 / 吾等可能要經過長時間延誤，才可收回證券。本人 / 吾等願意接受該項風險。

本人 / 吾等亦明白將證券留給經紀保管存有風險，而透過此文件授權經紀將本人 / 吾等的證券存放於第三方，作為向經紀或其他人士發放的貸款的擔保，並將本人 / 吾等的證券借給第三方或為本人 / 吾等的戶口借入證券，本人 / 吾等承受遺失有關證券的風險。

2 **證券交易的風險**  
證券價格時有波動，個別證券的價格可升可跌，有時更會變得無價值。買賣證券有潛在風險，可能出現虧損而不是利潤，本人 / 吾等願意接受該項風險。尤其，基於初始現金保證金要求較低，與證券保證金交易相關的槓桿較高。該槓桿可以有利於和不利於本人 / 吾等的方式運作，並可導致大幅損失和大幅獲利。在某些市況下，本人 / 吾等可能較難或無法變現倉盤，而因此本人 / 吾等的損失可能不限於存入的初始現金保證金或額外的現金保證金，而這些均是本人 / 吾等準備接受的風險。

3 **期權交易的風險**  
本人 / 吾等明白，由於證券市場性質波動，買賣證券期權涉及高風險。

#### **給期權賣方的警告**

4 如本人 / 吾等為期權持有人，本人 / 吾等明白，若干期權只可在其到期日行使(歐洲式行使方法)，其他期權則可在到期日前任何時候行使(美國式行使方法)。本人 / 吾等明白，若干期權於行使時，需要交收正股，而其他期權則需要支付現金。

5 如本人 / 吾等為期權持有人，本人 / 吾等知悉，期權為耗損中資產，而作為期權持有人，本人 / 吾等可能失去全部期權金。本人 / 吾等知悉，作為期權持有人，要賺取利潤，必須行使期權或平期權長倉。在若干情況下，由於市場缺乏流通，可能難以進行期權買賣。本人 / 吾等亦知悉，在沒有本人 / 吾等指示下，大華繼顯沒有責任行使有價期權，或在期權到期日前，事先給予本人 / 吾等通知。

## WARNING TO OPTION WRITERS

6 Where I/we am/are an option writer, I/we am/are aware that as a writer of an option I/we may be required to pay additional margin at any time. I/We am/are aware that as an option writer, unlike an option holder, I/we may be liable for unlimited losses based on the rise or fall of the price of the underlying security and my/our gains are limited to the option premium.

7 Where I/we am/are an option writer, I/we understand that writers of American style call (put) options may be required at any time before expiry to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities and I/we also recognise that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.

7A I/We acknowledge that the risk of loss in trading options is substantial. In some circumstances, I/We may sustain losses in excess of my/our initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. I/We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my/our position may be liquidated. I/We will remain liable for any resulting deficit in your account. I/We should therefore study and understand options before I/We trade and carefully consider whether such trading is suitable in the light of my/our own financial position and investment objectives. If I/We trade options, I/We should stay informed of exercise and expiration procedures and my/our rights and obligations upon exercise or expiry.

## 8 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

Where I/we instruct UOBKH(HK)L to use the Account for trading securities on GEM, I/we understand and acknowledge that:

- (a) the price of securities traded on GEM can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities traded on GEM;
- (b) GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I/We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate;
- (c) I/we am/are aware of the potential risks of investing in such companies and understand that I/we should make the decision to invest only after due and careful consideration;

## 給期權持有人的警告

6 如本人 / 吾等為期權賣家，本人 / 吾等知悉，作為期權賣家，本人 / 吾等可能隨時要支付額外保證金。本人 / 吾等知悉，作為期權賣家，與期權持有人不同，由於正股價格的升跌，本人 / 吾等可能須要承擔無限額的虧損，而本人 / 吾等所賺取的，只限於期權金。

7 如本人 / 吾等為期權賣家，本人 / 吾等明日，美國式認購(認沽)期權的賣家，可能須要在到期前交出(支付)正股，按行使價的完全價值乘以正股數目。本人 / 吾等亦承認，本項責任可能與賣出期權時收到的期權金完全不成比例，同時可能只得短時間通知。

7A 本人 / 吾等確認買賣期權的虧蝕風險可以極大。在若干情況下，本人 / 吾等所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本人 / 吾等設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。本人 / 吾等可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，本人 / 吾等的未平倉合約可能會被平倉。然而，本人 / 吾等仍然要對你的戶口內任何因此而出現的短欠數額負責。因此，本人 / 吾等在買賣前應研究及理解期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合本人 / 吾等。如果本人 / 吾等買賣期權，便應熟悉行使期權及期權到期時的程序，以及本人 / 吾等在行使期權及期權到期時的權利與責任。

## 8 買賣創業板股份的風險

如本人 / 吾等指示大華繼顯用該戶口買賣創業板證券，本人 / 吾等明白及確認：

- (a) 在創業板買賣的證券，價格時有波動，任何個別證券價格可升可跌，甚至變得無價值。在創業板買賣證券有潛在風險，可能出現虧損而不是利潤；
- (b) 創業板的設立目的，是要提供市場容納高投資風險的公司。特別是，在創業板上市的公司，可能沒有盈利能力往績可供稽核，亦無責任預測將來的盈利能力。本人 / 吾等了解，由於在創業板上市的公司，其經營業務及經營所在地國家屬於新興性質，會存在風險；
- (c) 本人 / 吾等知悉，投資在該等公司有潛在風險，本人 / 吾等應作審慎考慮後，才作出投資決定；



- (d) the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;
- (e) given the emerging nature of companies listed on GEM, there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board of the Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM;
- (f) the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazetted newspapers. Accordingly, I/we acknowledge that I/we need to have access to up-to-date information with respect to GEM-listed companies as published on the GEM website;
- (g) this risk disclosure statement relating to GEM does not purport to disclose all the risks and other significant aspects of GEM and I/we should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities; and
- (h) I/we should seek independent professional advice if I/we am/are uncertain or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
- (d) 鑒於創業板的高風險情況及其他特性，該市場較適合專業及有豐富經驗的投資者；
- (e) 由於在創業板上市的公司屬於新興性質，因此在創業板買賣的證券，較在聯交所主板買賣的證券，市場波幅會更大，同時沒有保證在創業板買賣的證券有流通市場；
- (f) 創業板資料的主要發佈方式，是用聯交所的互聯網網址發送。在創業板上市的公司，一般無須在憲報公佈為具有法律效力的報章，出資刊登廣告。據此，本人／吾等確認，本人／吾等需要讀取在創業板網址發送的創業板上市公司的最新資料；
- (g) 本項創業板風險披露聲明，未能盡錄創業板一切風險及其他重要資料，本人／吾等在開始任何買賣活動前，應自行調查及研究創業板的證券交易；及
- (h) 如本人／吾等對本項風險披露聲明的任何方面，或對創業板證券買賣涉及的風險，有不明瞭之處，本人／吾等須諮詢獨立專業顧問意見。

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

If I/we have provided UOBKH(HK)L with an authority to hold mail or to direct mail to third parties, I/we are fully aware that it is important that I/we promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

**9 提供代存郵件或將郵件轉交第三方的授權書的風險**

假如本人／吾等已向大華繼顯提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼本人／吾等完全知道本人／吾等須盡速親身收取所有關於本人／吾等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。

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

I/We are fully aware that my/our assets received or held by UOBKH(HK)L 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 of mine/ours may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

**10 在香港以外地方收取或持有的客戶資產的風險**

本人／吾等完全知道大華繼顯在香港以外地方收取或持有的本人／吾等的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第571章）及根據該條例制訂的規則可能有所不同。因此，有關本人／吾等的資產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。

- 11 **RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED**  
Where I/We instruct UOBKH(HK)L to use the Account for trading Nasdaq-Amex securities at the Exchange, I/we understand that the securities under the Nasdaq- Amex Pilot Program ( "PP" ) are aimed at sophisticated investors and should consult UOBKH(HK)L and become familiarised with the PP before trading in the PP securities. I/we should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited.
- 11 **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**  
如本人 / 吾等指示大華繼顯用該戶口在聯交所買賣納斯達克 - 美國證券交易所的證券，本人 / 吾等明白按照納斯達克 - 美國證券交易所試驗計劃(「試驗計劃」)掛牌買賣的證券是為熟悉投資技巧的投資者而設的，在買賣該項試驗計劃的證券之前，應先諮詢大華繼顯的意見和熟知該項試驗計劃。本人 / 吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。
- 12 **RISK OF ELECTRONIC COMMUNICATION SERVICE**  
I/we understand that if I/we undertake to give instructions in connection with the Account through electronic communications, I/we may be exposed to risks associated with any electronic communication service provided by UOBKH(HK)L including the failure of hardware and software, and the result of any system failure may be that my/our order is either not executed to my/our instructions or is not executed at all.  
  
Furthermore, I/we understand that electronic communication may be subject to delays in transmission and receipt of my/our instructions or other information, delays in execution or execution of my/our instructions at prices different from those prevailing at the time my/our instructions were given, transmission interruption or blackout.  
  
UOBKH(HK)L accepts no responsibility for any loss which may be incurred by me/us as a result of such interruptions or delays or access by third parties. I/we understand that I/we should not place any instructions with UOBKH(HK)L via electronic communication if I/we are not prepared to accept the risk of such interruptions or delays.
- 12 **電子通訊服務有關連的風險**  
本人 / 吾等明白，如本人 / 吾等通過電子通訊方式給予有關該戶口的指示，本人 / 吾等可能暴露於任何跟大華繼顯提供的電子通訊服務有關連的風險，包括硬件及軟件失靈，及任何系統失誤可能引致本人 / 吾等的指令並未按本人 / 吾等的指示執行或未被執行。  
  
此外，本人 / 吾等明白電子通訊可能受傳輸及接收本人 / 吾等的指示或其他資料的延誤，執行延誤或執行時的價格與本人 / 吾等給予指示時的價格不同，傳輸干擾或中斷的影響。  
  
大華繼顯對本人 / 吾等因該些干擾或延誤或等三方存取而可能引致的損失概不負責。本人 / 吾等明白如本人 / 吾等並未準備接受該些干擾或延誤的風險，本人 / 吾等不應通過電子通訊給予大華繼顯任何指示。
- 13 I/We understand that paragraph 6.1 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission requires this document (including any other agreement, authority, risk disclosure, or supporting document thereto) to be printed in both English or Chinese according to the language of my/our preference. . I/We confirm that I/we prefer to receive the English version of such documents and expressly waive my/our right to receive a Chinese version of such documents. However, if this Agreement (including any other agreement, authority, risk disclosure, or supporting document thereto) are accompanied by a Chinese version, in the event of any inconsistency, the English version of such documents shall prevail.
- 13 本人 / 吾等明白證券及期貨事務監察委員會持牌人或註冊人操守準則第 6.1 節要求本文件(包括任何其他協議，授權，風險披露，或其中的附帶文件)依我/我們的選擇用中英語印刷。本人 / 吾等確認本人 / 吾等選擇收取該些文件的英語版本並明示的放棄我/我們收取該些文件的中文版本的權利。可是，如果本協議(包括任何其他協議，授權，風險披露，或其中的附帶文件) 隨附的中文版本，當有不一致時，以英語版本為準。
- 14 I/We fully understand and accept that, by signing this Agreement, UOBKH(HK)L is authorised to sell my/our securities charged to UOBKH(HK)L at any time without prior notice to or demand on me/us and therefore I/we may not be given any time or opportunity to redeem such securities.
- 14 本人 / 吾等充份明瞭及簽署本協議以示接受大華繼顯獲得授權，隨時在無須先行通知或向本人 / 吾等提出要求下，出售本人 / 吾等押記給大華繼顯的證券，因此本人 / 吾等可能沒有時間或機會贖回該等證券。

15 **RISK OF ENTERING INTO OVER-THE-COUNTER DERIVATIVE TRANSACTIONS WITH AN UNLICENSED PERSON**

I/We understand that if I/we enter into over-the-counter derivative transactions with UOB Kay Hian Private Limited ( "Counterparty" ), it is important for me/us to note that the Counterparty is not licensed by the SFC and hence is not subject to the conduct and prudential supervision by the SFC.

I/We acknowledge that the Counterparty is regulated by Monetary Authority of Singapore. Although the Counterparty is regulated by another regulatory body, the regulation of such regulatory body may be different from the regulation of the SFC, and the protection that I/we receive under the regulation of that regulatory body might not be the same as the protection that I/we would receive if the Counterparty were licensed by the SFC.

I/We should cautiously consider whether it would be in my/our best interest to enter into over-the-counter derivative transactions with the Counterparty instead of a licensed corporation and seek independent professional advice when in doubt.

**與非持牌人訂立場外衍生工具交易的風險**

本人 / 吾等明白，假如本人 / 吾等與大華繼顯私人有限公司(「對手方」)訂立場外衍生工具交易，本人 / 吾等必須注意，對手方並無獲證監會發牌，因此不受證監會的操守及審慎監管。

本人 / 吾等確認對手方受新加坡金融管理局監管。儘管對手方受另一家監管機構的監管，但該監管機構的監管可能與證監會的監管有所不同，而本人 / 吾等在該監管機構的監管下可獲得的保障，與本人 / 吾等在假如對手方獲證監會發牌的情況下所獲得的保障可能有所差別。

本人 / 吾等應審慎考慮，與對手方（而並非與持牌法團）訂立場外衍生工具交易是否符合本人 / 吾等的最佳利益；如有疑問，本人 / 吾等應尋求獨立的專業意見。

**ADDITIONAL RISK DISCLOSURE STATEMENT**

**附加風險披露聲明書**

This risk disclosure only outlines the risks associated for your reference. It is difficult to list out all risks involved and the impact of other market factors and reveal all associated risks and important issues. Trading Derivative Products involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in these Derivative Products and seek independent professional advice where necessary with respect to any exposure to derivative products to ensure that any decision you make is suitable with regards to your circumstances and financial position.

本風險披露書僅為列舉性質，對所有交易風險或其他影響市場行情之因素尚無法一一詳述，亦不能完全揭露交易之所有風險及其他重要問題。買賣衍生產品涉及高風險，並非人皆適合。投資者買賣衍生權證前必須清楚明白及考慮以下的風險及在如有需要時應取得獨立之專業意見才決定買賣該衍生產品是否適合閣下。

**Risks Involved in Trading Derivative Warrants ( "DW" ) 投資衍生權證涉及的風險**

**1. Issuer risk 發行商風險**

Warrants are not asset backed. In the event that a warrant issuer becomes insolvent and defaults on its warrants, derivative warrant holders are unsecured creditors of an issuer and they have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to the credit and other risks in relation to the issuer.

權證並無資產擔保。如權證發行人資不抵債並就其權證違約，則衍生權證的持有人等同衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權；因此，衍生權證的投資者須承擔發行商關於信貸及其他方面的風險。

**2. Gearing risk 槓桿風險**

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value to a much greater extent than the underlying asset. Gearing effect can work in reverse. A small change in the price of the underlying asset can lead to a substantial decline in the warrant price. In the worst case, the value of the derivative warrants may fall to zero and holders may lose their entire investment amount.

儘管衍生權證價格遠低於相關資產價格，但衍生權證價格升跌的幅度亦遠大於所對應的股票。槓桿作用可以相反方向運作。相關資產價格的小幅變動可導致權證價格大幅下跌。在最差的情況下，衍生權證價格可跌至零，投資者可能會損失全部資金。

**3. Limited Life 具有效期**

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration. Deeply out-of-the-money warrants are less sensitive to movements in the price of the underlying asset because such warrants are unlikely to become in-the-money on expiry.

與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時如非價內權證，則完全沒有價值。極價外權證對相關資產價格變動的敏感性較低，因為有關權證在到期時成為價內權證的機會不大。

#### 4. Time Decay 時間耗損

One should be aware that so long as other factors remain unchanged the value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments.

只要其他因素維持不變，衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

#### 5. Volatility 波幅

Other factors being equal an increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price.

若其他因素不變，相關資產的波幅增加會使衍生權證價值上升；相反，波幅減少會使衍生權證價值下降。

#### 6. Market forces 市場力量

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by all other prevailing market forces including the demand for and supply of the derivative warrants. This is particularly so when a derivative warrant issue is almost sold out and when issuers make further issues of an existing derivative warrant.

除了決定衍生權證理論價格的基本因素外，所有其他市場因素（包括權證本身在市場上的供求）也會影響衍生權證的價格。當衍生權證在市場上快將售罄又或發行商增發衍生權證時，尤其如是。

#### 7. Liquidity risk 流通量風險

Although derivative warrants have liquidity providers, there is no guarantee that investors will be able to buy / sell derivative warrants at their target prices any time they wish.

雖然衍生權證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入 / 沽出衍生權證。

#### 8. Turnover 營業額

High turnover should not be regarded as an indication that a derivative warrant's price will go up. The price of a derivative warrant is affected by a number of factors in addition to market forces, such as the price of the underlying assets and its volatility, the time remaining to expiry, interest rates and the expected dividend on the underlying assets.

高營業額不應被視作衍生權證價格將上升的顯示。除市場力量外，衍生權證的價格受多項因素影響，如相關資產的價格及其波動性、到期前的剩餘時間、利率及相關資產的預期股息。

### Risks Involved in trading Callable Bull/Bear Contracts ( "CBBC" ) 買賣牛熊證涉及的風險

#### 1. Mandatory call 強制收回

CBBC are not suitable for all investors and investors should consider their risk appetite prior to trading. A CBBC may be called by the issuer and cease trading when the price of the underlying asset hits the Call Price. Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back.

牛熊證並不適合所有投資者，投資者在買賣牛熊證前應先考慮本身能承受多少風險。若牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。N 類牛熊證將不會有任何剩餘價值。若是 R 類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。

#### 2. Gearing effects 槓桿作用

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. When the underlying asset price is closer to the CBBC Call Price, the risk for the CBBC being called is higher. Theoretically, the CBBC gearing ratio will be higher, reflecting the risk of being called. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

由於牛熊證是槓桿產品，牛熊證價格在比例上的變幅會較相關資產為高。當相關資產的價格較接近牛熊證的收回價，則牛熊證被收回的風險較高。理論上，牛熊證的槓桿比率將較高，反映被收回的風險。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

#### 3. Limited Life 限定的有效期

A CBBC has a limited lifespan as denoted by the fixed expiry date. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

牛熊證發行時的有效期以固定的到期日表示。若在到期前遭提早收回，牛熊證的有效期將變得更短。期間牛熊證的價值會隨相關資產價格的變動而波動，於到期後便沒有價值。在某些情況下若被提早收回，牛熊證亦可能變得沒有價值。

#### 4. Movement with underlying asset 相關資產的走勢

The price changes of a CBBC tends to follow closely the price changes of its underlying asset, but in some situations it may not. Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. The delta for a particular CBBC may not always be close to one, especially when the price of the underlying asset is close to the Call Price.

牛熊證的價格變動趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。牛熊證的對沖值不一定接近一（尤其當相關資產的價格接近收回價時）。

#### 5. Liquidity 流通量風險

Although CBBC have liquidity providers, there is no guarantee that investors will be able to buy/sell CBBC at their target prices any time they wish.

雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入 / 沽出牛熊證。

#### 6. Funding costs 財務費用

The issue price of a CBBC includes funding costs charged upfront for the entire period from launch to normal expiry. 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. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the remaining period even though the actual period of funding for the CBBC turns out to be shorter. Investors should also note that the funding costs of a CBBC after launch may vary during its life.

牛熊證在發行時已把全期的財務費用計算在發行價內。財務費用隨着牛熊證越來越接近屆滿而減少。牛熊證的期限越長，總融資費用越高。當牛熊證被收回時，即使其年期已縮短，但持有人仍會損失整筆已付的財務費用。另外，投資者應注意財務費用於牛熊證的限期內會不時變動。

#### 7. Trading of CBBC close to Call Price 接近收回價時的交易

When the underlying asset is trading close to the Call Price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

However, the trade inputted by the investor may still be executed and confirmed by the investors after the Mandatory Call Event (MCE) since there may be some time lapse between MCE and suspension of the CBBC trading. Any trades executed after the MCE will not be recognized and will be cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBBC is trading close to the Call Price.

相關資產價格接近收回價時，牛熊證的價格可能較波動，買賣差價轉闊，流通量減低，牛熊證亦隨時會被收回而交易終止。

由於觸法強制收回事件與牛熊證實際停止買賣之間可能會有一些時差，交易有可能會在強制收回事件發生後才達成及被確認。但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需額外留意。

#### 8. Overseas Underlying Assets 海外相關資產

CBBC issued on overseas underlying assets may be called outside the Exchange' s trading hours. Besides, Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars.

以海外相關資產為正股發行的牛熊證可在聯交所的交易時段以外收回。此外，在將牛熊證的價格及現金結算金額由外幣兌換為港幣的過程中，買賣其正股為海外相關資產的牛熊證的投資者須承受匯率風險。

### Risks Associated with Exchange Traded Funds ( "ETFs" ) 交易所買賣基金的風險

#### 1. Credit/Counterparty Risk 信貸 / 交易對手風險

Synthetic ETFs typically invest in over-the-counter derivatives issued by counterparties to track an index's performance. Synthetic ETFs are subject to counterparty risk associated with the derivatives issuers and may suffer losses if the derivatives issuers default or fail to honour their contractual commitments. Synthetic ETFs are also exposed to both the risks of the securities that constitute the index as well as the credit risk of the counterparty that issues the financial derivative instruments for replicating the performance of the index.

合成 ETF 一般投資於由交易對手發行，並追蹤指數表現的場外衍生工具。合成 ETF 需承受涉及衍生工具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，ETF 或要蒙受損失。合成 ETF 亦須承受構成指數的證券的風險，以及發行旨在複製指數表現的金融衍生工具的交易對手的信貸風險。

Some synthetic ETFs invest in financial derivatives issued by a number of different counterparties in order to diversify the counterparty credit risk concentration. However, the more counterparties an ETF has, the higher the mathematical probability of the ETF being affected by a counterparty default. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (eg since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a

synthetic ETF may have a “knock-on” effect on the other derivative counterparties of the synthetic ETF). As a result, an ETF could suffer a loss substantially more than its expected exposure in the event of a single counterparty default.

某些合成 ETF 投資於由多名交易對手發行的金融衍生工具，以便分散交易對手風險的集中度。但是，ETF 的交易對手越多，則在數學上，ETF 受交易對手違約影響的機率越高。此外，亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險（例如，由於衍生工具發行人主要是國際金融機構，因此若合成 ETF 的其中一個衍生工具交易對手倒閉，即可能對該合成 ETF 的其他衍生工具交易對手產生「連鎖」影響）。雖說合成 ETF 持有交易對手提供的抵押品，交易對手風險也不能盡除，也要看抵押品提供者是否履行責任。此外，一旦要行使申索抵押品的權利，抵押品的市值也可以遠低於當初所得之數，令 ETF 損失嚴重。因此，如有一名交易對手違約，則 ETF 可蒙受大幅多於其預期敞口的損失。

Some synthetic ETF managers, however, only acquire financial derivatives from one or a few counterparties. These managers may seek to reduce an ETF's net exposure to each single counterparty by requiring the counterparty(ies) to provide at least 100% collateralization to ensure there is no uncollateralized counterparty risk exposure arising from the use of financial derivatives to replicate index performance. 但是，部分 ETF 管理人僅從一名或數名交易對手收購金融衍生工具。這些管理人可嘗試透過要求交易對手提供至少 100% 的抵押品，減低 ETF 對每名單一交易對手的淨敞口，以確保並無因使用金融衍生工具複製指數表現產生的任何無抵押的交易對手風險敞口。

Investors should note in case where collateral is provided by counterparties to a synthetic ETF, the collateral may concentrate on particular market(s), sector(s) and/ or securities issued by specific sovereign or public issuer(s) which may not be related to the underlying index.

投資者應注意，如抵押品是由交易對手向合成 ETF 提供，則抵押品可集中於由特定的主權或公眾發行商發行，並可能與相關指數無關的某（些）市場、行業及 / 或證券。

Furthermore, even if a synthetic ETF is fully collateralised, when the ETF seeks to exercise its right against the collateral, the market value of the collateral could be substantially less than the amount secured if the market dropped sharply before the collateral is realised, thereby resulting in significant loss to the ETF. Therefore, the relevant synthetic ETF managers have also been required to put in place a prudent haircut policy, in particular, where the collateral taken is in the form of equity securities, the market value of such equity collateral must be equivalent to at least 120% of the related gross counterparty risk exposure.

此外，即使某合成 ETF 獲全數抵押，但當 ETF 嘗試行使其對抵押品的權利時，如市場在變現抵押品前大幅下跌，則抵押品的市值可大幅低於所抵押的金額，並對 ETF 造成龐大損失。因此，相關的合成 ETF 管理人亦被要求落實審慎的扣減政策，尤其當抵押品是股本證券的形式時，該股票抵押品的市值必須至少相等於相關總交易對手風險敞口的 120%。

## 2. Market Risk 市場風險

ETFs are exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index that it is tracking.

ETF 也要承受其所追蹤指數所牽涉市場或行業的經濟、政治、貨幣、法律及其他方面風險。

### 2A. Passive Investments Risk 被動投資風險

ETF is not "actively managed" and therefore, when there is a decline in the underlying index, the ETF that tracks the index will also decrease in value. ETF managers will not take defensive positions in declining markets, investors may lose a significant part of their respective investments if the underlying Index falls. Investors must be prepared to bear the risk of loss and volatility associated with the underlying benchmarks.

ETF 並非「主動管理」，並因此，當相關指數下跌，追蹤該指數的 ETF 的價值亦將下跌。ETF 管理人將不會在跌市中採取防守策略，而如相關指數下跌，則投資者可能損失彼等各自很大部分的投資。投資者必須有承受損失的風險以及相關基準的波動的準備。

## 3. Tracking error risk 追蹤誤差

Tracking error is the difference between the performance of an ETF and its underlying benchmark. Tracking error can arise due to factors such as failure of the ETF's tracking strategy, foreign exchange differences between the base currency or trading currency of an ETF and the currencies of the underlying investments, or corporate actions such as rights and bonus issues by the issuers of the ETF's underlying securities, the impact of the Total Expense Ratio (TER), changes in the composition of the underlying benchmark and type of ETF (i.e. physical vs synthetic). Particularly, the TER of an ETF may include management fee and other fees and costs (eg transaction costs, stamp duties, costs for preparing financial reports and other prescribed documentation, legal and auditing fees, insurance costs, fees for custody services, etc) – there is no universal definition. An ETF's estimated TER is stated in the prospectus. The estimated TER of an ETF does not necessarily represent the fund's tracking error because the fund's NAV may be affected by other factors, eg dividends and other income from the portfolio, and in the case of a synthetic ETF, the indirect costs borne by the fund may only be reflected in the market value of the derivatives it holds.

Depending on its particular strategy, an ETF may not hold all the constituent securities of an underlying index in the same weightings as the constituent securities of the index. Therefore, the performance of the securities underlying the ETF as measured by its NAV may outperform or under-perform the index.

追蹤誤差是指 ETF 與相關基準兩者之間的表現差異，原因可以是 ETF 的追蹤策略失敗、ETF 的基礎貨幣或交易貨幣與相關投資的貨幣之間的匯兌差異、或企業行動（如 ETF 的正股的發行商的供股及紅利發行）、總費用比率的影響、相關基準組合及 ETF 類別（指實物資產相對於合成）改變等。尤其，ETF 的總費用比率並無通用定義，可以包括管理費及其他費用（例如交易費用、印花稅、編備財務報告及其他文件、法律及核數、保險、託管服務等等的費用）。ETF 的估計總費用比率載於其發售章程，但個別 ETF 的總費用比率不一定等同該基金的追蹤誤差，因為 ETF 的資產淨值可受其他因素影響，例如投資組合所帶來的股息及其他收益，另若屬合成的 ETF，基金所承擔的間接費用或只能透過其所持衍生工具的市值反映出來。

視乎其特定的策略，ETF 可能以有別於該指數的成份證券的權重持有相關指數的所有成份證券。因此，ETF 相關的證券的表現（以其資產淨值計算）可跑贏或跑輸該指數。

#### 4. Risk in trading at discount or premium to NAV 買賣價高於或低於資產淨值

Since the trading price of an ETF is typically determined by the supply and demand of the market, the market price of an ETF may be at a discount or premium to its NAV. This price discrepancy is caused by supply and demand factors and may be more likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed in ETFs tracking specific markets or sectors that are subject to direct investment restrictions. Also, the reference index or market that an ETF tracks has restricted access, units in the ETF may not be created or redeemed freely and efficiently. The supply and demand imbalance can only be addressed by creating and redeeming additional units. So, disruption to the creation or redemption of units may result in the ETF trading at a higher premium or discount to its NAV than may normally be the case for a traditional ETF with no such restriction. Investors who buy at a premium may suffer losses even if the NAV is higher when they sell and they may not fully recover their investment in the event of termination of the ETF.

由於 ETF 的買賣價一般由市場供求釐定，故 ETF 的市場價格可能會高於或低於其資產淨值，當中主要是供求問題，市場大幅波動兼變化不定時尤其多見。專門追蹤一些對直接投資設限制的市場或行業的 ETF 亦可能會有此情況。同時，ETF 追蹤的參考指數或市場有准入限制，故 ETF 的單位不可自由地及有效率地增設或贖回。此供求失衡只可以透過增設及贖回額外的單位解決。因此，對增設或贖回單位的干擾可導致相對於並無有關限制的傳統 ETF 的一般情況而言，ETF 以較其資產淨值更多的溢價或折讓買賣。若以高於資產淨值的價格買入 ETF，即使其後沽出時資產淨值已見升幅，投資者也或有損失，萬一 ETF 被終止，當初投資的金額更可能無法全數取回。

#### 5. Liquidity risk 流通量風險

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

Also, although ETFs usually have market makers (known as Securities Market Makers, or SMMs) to help provide liquidity, there is no assurance that active trading will be maintained at all times. In the event that the SMMs are unable to fulfil their obligations, investors may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.

在聯交所上市或買賣本身並不擔保 ETF 有流通市場。此外，如 ETF 使用金融衍生工具（包括並非在二級市場買賣活躍，而其價格透明度較實物證券低的結構性票據及掉期），則涉及較高的流通量風險。這可導致有更大的買賣價差。這些金融衍生工具亦較易有更大的價格波動及更高的波動性。因此，要提早平倉可能較困難且費用較昂貴，而當該等工具是參與流通量本身有限的受限制市場時，這情況尤甚。

此外，雖然 ETF 大都設有一個或以上的證券莊家提供流通量，但亦不保證所有時候都有活躍交易。萬一證券莊家未能履行責任，投資者或不能買入或賣出產品，又或發現價格相對資產淨值有折讓或溢價。

#### 6. Stock lending risk 股票借貸風險

Physical ETFs which engage in stock lending face the risk of the borrower not returning the ETF's securities as agreed and thus may experience some losses due to their stock lending.

實物資產 ETF 若涉及股票借貸，則要承擔借股人沒按協定償還 ETF 證券的風險，有的 ETF 或會因此而有若干損失。

#### 7. Risks relating to ETF termination 與 ETF 終止運作相關的風險

An ETF, like any fund, may be terminated early under certain circumstances, for example, where the index is no longer available for benchmarking or if the size of the ETF falls below a pre-determined NAV threshold as set out in the constitutive documents and offering documents. Investors should refer to the section in the offering document relating to termination for further details.

Investors should also note that the market-making activities and the trading of ETF units may be adversely affected in the secondary market as the creation of units will cease once the termination of the ETF is announced. As a result, the trading price of such ETF units may become very volatile resulting in substantial losses to investors.

Furthermore, the NAV of an ETF may drop substantially once the expenses and costs of the termination is set aside upon announcement of the termination. Investors may suffer a substantial loss as a result of these expenses and costs associated with the termination.

For ETF that has provided for any potential tax liabilities, an investor may not be able to get any refund or further distribution from the tax provision upon termination of the ETF.

ETF 與其他基金一樣，會在若干情況下提前終止運作，例如基準指數不再存在，或 ETF 的規模小於基金組成文件及基金銷售文件內載列的預設資產淨值限額。投資者應參閱基金銷售文件內有關終止運作的部分，以了解詳情。

投資者應留意，一旦 ETF 宣布終止運作，將會停止產生基金單位，屆時將會對第二市場內的莊家活動及 ETF 單位買賣造成不利影響。因此，有關 ETF 單位的買賣價可能非常波動，令投資者蒙受重大損失。

此外，當公布 ETF 終止運作後，將會預留終止運作開支及費用，令 ETF 的資產淨值大幅下跌。有關開支及費用可能令投資者蒙受重大損失。

如 ETF 已就潛在稅務負債撥備，當其終止運作時，投資者可能無法取得退款或稅項撥備的其他分派。

#### **8. Tax and other risks 稅務及其他風險**

Like all investments, an ETF may be subject to tax imposed by the local authorities in the market related to the index that it tracks, emerging market risks and risks in relation to the change of policy of the reference market.

正如所有投資項目，ETF 所追蹤的指數的相關市場，其地方當局或會規定 ETF 必須繳付某些稅項；此外，ETF 或須承擔新興市場風險，或所追蹤的市場的政策變動所涉及的風險。



## Risks Associated with Leveraged and Inverse Products ( "L&I Products" ) 槓桿及反向的風險

### 1. Investment risk 投資風險

Trading L&I Products involves investment risk and are not intended for all investors. There is no guarantee of repaying the principal amount.

買賣槓桿及反向產品涉及投資風險及並非為所有投資者而設。不保證可取回投資本金。

### 2. Volatility risk 波動風險

Prices of L&I Products may be more volatile than conventional exchange traded funds (ETFs) because of using leverage and the rebalancing activities.

槓桿及反向產品涉及使用槓桿和重新平衡活動，因而其價格可能會比傳統的交易所買賣基金(ETF)更波動。

### 3. Unlike conventional ETFs 不同於傳統的 ETF

L&I Products are different from conventional ETFs. They do not share the same characteristics and risks as conventional ETFs.

槓桿及反向產品與傳統的 ETF 不同，具有不同的特性及風險。

### 4. Long-term holding risk 長線持有的風險

L&I Products are not intended for holding longer than the rebalancing interval, typically one day. Daily rebalancing and the compounding effect will make the L&I Product' s performance over a period longer than one day deviate in amount and possibly direction from the leveraged/inverse performance of the underlying index over the same period. The deviation becomes more pronounced in a volatile market.

槓桿及反向產品並非為持有超過重新平衡活動的間距，一般為一天而設。在每日重新平衡及複合效應下，有關產品超過一天的表現會從幅度或方向上偏離相關指數同期的槓桿或相反表現。在市況波動時有關偏離會更明顯。

As a result of daily rebalancing, the underlying index' s volatility and the effects of compounding of each day' s return over time, it is possible that the leveraged product will lose money over time while the underlying index increases or is flat. Likewise, it is possible that the inverse product will lose money over time while the underlying index decreases or is flat.

隨著一段時間受到每日重新平衡活動、相關指數波動，以及複合效應對每日回報的影響，可能會出現相關指數上升或表現平穩，但槓桿產品卻錄得虧損。同樣地亦有可能會出現相關指數下跌或表現平穩，但反向產品卻錄得虧損。

### 5. Risk of rebalancing activities 重新平衡活動的風險

There is no assurance that L&I Products can rebalance their portfolios on a daily basis to achieve their investment objectives. Market disruption, regulatory restrictions or extreme market volatility may adversely affect the rebalancing activities.

槓桿及反向產品不保證每天都可以重新平衡其投資組合，以實現其投資目標。市場中斷、規管限制或市場異常波動可能會對產品的重新平衡活動造成不利影響。

### 6. Liquidity risk 流通風險

Rebalancing typically takes place near the end of a trading day (shortly before the close of the underlying market) to minimize tracking difference. The short interval of rebalancing may expose L&I Products more to market volatility and higher liquidity risk.

為減低追蹤偏離度，槓桿及反向產品一般會在交易日接近完結時才進行重新平衡活動（相關市場收市前的一段短時間）。頻繁的重新平衡活動可能使有關槓桿及反向產品更受市場波動影響和面對較高的流通風險。

### 7. Intraday investment risk 即日投資風險

Leverage factor of L&I Products may change during a trading day when the market moves but it will not be rebalanced until day end. The L&I Product' s return during a trading day may be greater or less than the leveraged/opposite return of the underlying index.

槓桿及反向產品的槓桿倍數會隨交易日市場走勢而改變，但直至交易日完結都不會重新平衡。因此槓桿及反向產品於交易日內回報有可能會多於或少於相關指數的槓桿或相反回報。

### 8. Portfolio turnover risk 重整組合的風險

Daily rebalancing causes a higher levels of portfolio transaction when compared to conventional ETFs, and thus increases brokerage and other transaction costs.

相對傳統的 ETF，每日重新平衡活動會令槓桿及反向產品的投資交易次數較頻密，因而增加經紀佣金和其他買賣開支。

### 9. Correlation risk 關聯風險

Fees, expenses, transactions cost as well as costs of using financial derivatives may reduce the correlation between the performance of the L&I Product and the leveraged/inverse performance of the underlying index on a daily basis.

費用、開支、交易成本及使用衍生工具的成本，可令有關產品的單日表現，與相關指數的單日槓桿/反向表現的關聯度下降。

#### 10. Termination risk 終止運作風險

L&I Products must be terminated when all the market makers resign. Termination of the L&I Product should take place at about the same time when the resignation of the last market maker becomes effective.

如所有證券莊家均辭任，槓桿及反向產品必須終止運作。槓桿及反向產品必須在最後一名證券莊家辭任生效時同時終止運作。

#### 11. Leverage risk (for leveraged products only) 槓桿風險 (僅適用於槓桿產品)

The use of leverage will magnify both gains and losses of leveraged products resulting from changes in the underlying index or, where the underlying index is denominated in a currency other than the leveraged product's base currency, from fluctuations in exchange rates.

在槓桿效應下，當相關指數變動，或者當相關指數的計價貨幣不同於有關槓桿產品的基準貨幣，而有關貨幣的匯價出現波動時，會令槓桿產品的盈利和虧損倍增。

#### 12. Unconventional return pattern (for inverse products only) 有別於傳統的回報模式 (僅適用於反向產品)

Inverse products aim to deliver the opposite of the daily return of the underlying index. If the value of the underlying index increases for extended periods, or where the exchange rate of the underlying index denominated in a currency other than the inverse product's base currency rises for an extended period, inverse products can lose most or all of their value.

反向產品旨在提供與相關指數相反的單日回報。如果有關指數長時間上升，或者當相關指數的計價貨幣不同於有關反向產品的基準貨幣，而該計價貨幣的匯價長時間上升時，反向產品可能會損失大部分或所有價值。

#### 13. Inverse products vs short selling (for inverse products only) 反向產品與沽空 (僅適用於反向產品)

Investing in inverse products is different from taking a short position. Because of rebalancing, the performance of inverse products may deviate from a short position in particular in a volatile market with frequent directional swings.

投資反向產品並不同於建立短倉。因為涉及重新平衡活動，反向產品的表現可能會偏離短倉表現，特別是當市況波動和走勢經常搖擺不定的時候。

### 1. Default/Credit risk 違約 / 信貸風險

There is a risk that the issuer may fail to pay you the interest or principal as scheduled.

發債商未能如期支付利息或本金的風險。

### 2. Interest rate risk 利率風險

When the interest rate rises, the price of a fixed rate bond will normally drop, and vice versa. If you want to sell your bond before it matures, you may get less than your purchase price. Moreover, longer-term bonds are more sensitive to interest rate changes than shorter-term bonds. For instance, a 30-year zero coupon bond is usually more sensitive to interest rate changes than a 10-year fixed rate bond. This is because a zero coupon bond does not make any interest payments during its term and repayment only occurs upon its maturity. The value of the zero coupon bond is calculated by discounting its repayment amount at maturity back to its present value. It follows that the shorter a bond's term, the lesser the impact of such a discount on its value, and the lesser the impact that interest rate changes will have on its value.

利率上升時，定息債券的價格通常會下跌；若利率下跌則會推高定息債券的價格。如果投資者打算在到期日之前沽售債券，所得金額可能會低於買入價。此外，相對於年期較短的債券，年期較長的債券較易受利率變動所影響，即對利率的升跌較為敏感。舉例說，30年期零息債券對利率調整的敏感度通常會較10年期的定息債券為高，這是因為零息債券只會在到期時才歸還本金，在此之前不會派付任何利息。零息債券的價值是把到期時須要歸還的本金，以貼現的方法來計算其現值。因此債券年期愈短，折讓率及利率變化對債券價值所帶來的影響亦愈少。

### 3. Exchange rate risk 匯率風險

If your bond is denominated in a foreign currency, you face an exchange rate risk. Any fall in the foreign currency will reduce the amount you receive when you convert a payment of interest or principal back into your local currency.

如果債券以外幣訂價，持有人將要面對匯率波動的風險。若債券持有人將收回的外幣本金及利息兌換為本地貨幣時適值外幣貶值，其收益將會減少。

### 4. Liquidity risk 流量風險

You may need to sell the bonds before maturity when you have an urgent cash-flow need or use the capital for other investments. However, you may not be able to sell your bond if the liquidity of the secondary bond market is low.

需要現金周轉或打算將資金轉作其他投資的債券持有人，可能需要在債券到期前沽出債券，但如果債券在二手市場的流量欠佳，則可能難以沽出債券套現。

### 5. Inflation risk 通脹風險

The return on bond investments will lose purchasing power if commodity prices go up. Inflation is therefore a serious concern for those who need to rely on the regular income from bonds.

投資債券的回報亦會因物價上漲而失去購買力。因此，以債券票息作為定期收入的投資者，必須考慮通脹所帶來的影響。

### 6. Event risk 事件風險

A corporate event such as a merger or takeover may lower the credit rating of the bond issuer. In case the corporate restructurings are financed by the issuance of a large amount of new debt-burden, the company's ability to pay off existing bonds will be weakened.

每當發債機構進行合併或收購等企業活動，其信貸評級可能會下調。此外，若發債機構須發行大量新債以集資進行企業重組活動，該公司贖回現有債券的能力亦會減弱。

### 7. Additional risks for High yield bonds 高息債券的額外風險

High yield bonds are often rated below investment grade or unrated. While ratings from the credit rating agencies do not guarantee the creditworthiness of the issuers, investing in non-investment grade or unrated bonds may incur higher risk of default by the issuers. High yield bonds are also more vulnerable to economic changes. During economic downturns, the value of these bonds typically fall more than that of investment-graded bonds because investors become more risk averse and default risk rises.

高息債券一般獲評級低於投資級別或不獲評級，信貸評級機構的評級並不保證發債機構的信用可靠性，不過投資於非投資級別或不獲評級的債券可能涉及較高的違責風險。高息債券較易受經濟轉變的影響。經濟下滑時，高息債券價值的跌幅往往會較投資級別債券為大，原因是投資者會變得較為審慎，不願承擔風險，而債券的違責風險亦增加。

## Risk of Trading Equity-linked Instrument ( “ELI” ) 買賣與股票掛鈞的工具 ( 「ELI」 ) 的風險

Where you instruct UOBKH(HK)L to use the Account for trading equity-linked instrument, you acknowledge that ELIs are not principal protected and you may suffer a loss if the price(s) of the reference asset(s) of an ELI go against your view. In extreme cases, you could lose your entire investment. The risk of loss may be substantial in certain circumstances and should not deal in them unless you understand the nature of the transactions entering into and the extent of your exposure to risk. You should carefully consider whether the transactions are suitable in the light of your circumstances and financial position.

如閣下指示大華繼顯用該戶口買賣與股票掛鈞的工具，閣下確認 ELI 並不保本，而如 ELI 的參考資產的價格與閣下的看法不同，則閣下可蒙受損失。在極端的情況下，閣下可損失全部投資。在若干情況下的損失風險甚大，除非閣下明白正在進行的買賣的性質以及所須承擔的風險，否則不應買賣該等工具。閣下並須因應本身的環境及財政狀況，審慎考慮究竟有關買賣是否適合。

You understand that while most ELIs generally higher than the interest on an ordinary time deposit or traditional bonds, the potential gain on your ELI may be capped at a predetermined level specified by the issuer. During the investment period, you have no rights in the reference asset(s). Changes in the market prices of such reference asset(s) may not lead to a corresponding change in the market value and/or potential payout of the ELI.

閣下明白雖然大部分 ELI 一般較普通定期存款的利息為高，但是閣下的 ELI 的潛在收益可以發行人指定的預先釐定的水平為上限。在投資期間內，閣下於參考資產並無權利。該 / 該等參考資產的市價變動未必會導致 ELI 的市價及 / 或潛在回報有相應的變動。

You are fully aware that an investment in ELI exposes you to equity risk. 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 accept the legal obligation to take the underlying instrument at the pre-agreed conversion price instead of receiving the principal of the ELI, if the price of the underlying instrument falls below the conversion price. you will therefore receive an instrument that has fallen in value to the extent that it is less than your original investment, and might even lose the entire principal or deposit if the underlying instrument become worthless. ELIs are not secured on any assets or collateral.

閣下完全知道投資 ELI 令閣下承受股權風險。閣下承受正股及股市價格波動，以及股息、企業行動及對手方風險的影響。倘相關工具的價格跌至低於轉換價，閣下將接納法律責任，以預先議定的轉換價購入相關工具，而非收取與 ELI 的本金。因此，倘 ELI 的價值低於閣下原本的投資，則閣下將收到一項價值下跌的工具，而倘相關工具變得毫無價值，則更可能會失去全部本金或存款。ELI 並非以任何資產或抵押品擔保。

You are fully aware that when you purchase an ELI, you rely on the credit-worthiness of the issuer. In case of default or insolvency of the issuer, you will have to rely on your distributor to take action on your behalf to claim as an unsecured creditor of the issuer regardless of the performance of the reference asset(s). Issuers may provide limited market making arrangement for their ELIs. However, if you try to terminate an ELI before maturity under the market making arrangement provided by the issuer, you may receive an amount which is substantially less than your original investment amount. Equity-linked instrument may be “non transferable” and it may be impossible for you to close out or liquidate them. Issuer of an ELI may also play different roles, such as the arranger, the market agent and the calculation agent of the ELI. Conflicts of interest may arise from the different roles played by the issuer, its subsidiaries and affiliates in connection with the ELI.

閣下知道當購買 ELI 時，閣下倚賴發行商的信用可靠性。如發行商違約或資不抵債，則不論參考資產的表現，閣下將須倚賴閣下的分銷商代表閣下採取行動，以發行商無抵押的債權人身份提出索償。發行商可為其 ELI 提供有限度的莊家安排。但是，如閣下嘗試於發行商提供的莊家安排下在到期前終止 ELI，則閣下可收取一筆大幅低於閣下原本的投資金額的款項。與股票掛鈞的工具或會「不能轉讓」，閣下或許無法將有關工具平仓或變現。ELI 的發行商亦可擔當不同角色，如 ELI 的安排行、市場代理及計算代理。ELI 的發行商、其附屬公司及聯營公司擔當不同角色亦可引致利益衝突。

Investors 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.

投資者應注意，正股的任何派息可影響其價格，而由於除息定價，可影響 ELI 到期時的回報。投資者亦應注意，發行商可因正股的企業行動而對 ELI 作出調整。

Potential yield Investors 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.

潛在孳息率。投資者應就買賣 ELI 相關的費用及開支以及到期時的付款 / 交付諮詢他們的經紀。港交所發佈的潛在孳息率並無將費用及開支計算在內。

## Risk of Trading Futures and Options 買賣期貨及期權的風險

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，你在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和你就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，你應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

### Futures 期貨

#### 1. Effect of "Leverage" or "Gearing" “槓桿” 效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

#### 2. Risk-reducing orders or strategies 減低風險交易指示或投資策略

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

即使你採用某些旨在預設虧損限額的交易指示(如“止蝕”或“止蝕限價”指示)，也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如“跨期”和“馬鞍式”等組合，所承擔的風險也可能與持有最基本的“長”倉或“短”倉同樣的高。

### Options 期權

#### 3. Variable degree of risk 不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文“期貨”一節)。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售("沽出"或"賣出")期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文“期貨”一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

#### **Additional risks common to futures and options 期貨及期權的其他常見風險**

##### **4. Terms and conditions of contracts 合約的條款及細則**

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

你應向替你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

##### **5. Suspension or restriction of trading and pricing relationships 暫停或限制交易及價格關係**

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或“停板”措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險。這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂“公平價格”。

##### **6. Deposited cash and property 存放的現金及財產**

You should familiarise yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

## 7. Commission and other charges 佣金及其他收費

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在開始交易之前，你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有)或增加你的虧損。

## 8. Transactions in other jurisdictions 在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你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你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

## 9. Currency risks 貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

## 10. Trading facilities 交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的商號查詢這方面的詳情。

## 11. Electronic trading 電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。

## 12. Off-exchange transactions 場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.

在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

## Risks Associated with Renminbi Products 人民幣產品的風險

### 1. Renminbi currency risk 人民幣貨幣風險

Renminbi is not freely convertible at present and conversion of Renminbi through banks in Hong Kong is subject to certain restrictions. For Renminbi products which are not denominated in Renminbi or with underlying investments which are not Renminbi denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the Renminbi exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g settling operating expenses).

The PRC government regulates the conversion between Renminbi and other currencies. If the restrictions on Renminbi convertibility and the limitations on the flow of Renminbi funds between PRC and Hong Kong become more stringent, the depth of the Renminbi market in Hong Kong may become further limited.

人民幣現時不能自由兌換，而通過香港特別行政區銀行兌換人民幣亦受到一定的限制。

就非以人民幣計值或相關投資並非以人民幣計值的人民幣產品，進行投資或清算投資該等產品可能涉及多種貨幣兌換成本，以及在出售資產以滿足贖回要求及其他資本要求(包括清算營運費用)時可能涉及人民幣匯率波動及買賣差價。

中國政府規管人民幣與其他貨幣之間的兌換。若規管人民幣兌換及限制香港與中國內地的政策發生變化，則香港特區的人民幣市場將可能變化較為有限。

### 2. Exchange rate risk 匯率風險

The value of the Renminbi against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors.

人民幣兌港元及其他外幣的價值波動，並受中國及國際政治及經濟狀況的變動以及其他多種因素所影響。

### 3. Interest rate risk 利率風險

The PRC government has gradually liberalized the regulation of interest rates in recent years. Further liberalization may increase interest rate volatility. For Renminbi products which are, or may invest in, Renminbi debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the Renminbi products.

中國政府近年已逐步放寬對利率的管制。進一步開放可能增加利率的波動。對於投資於人民幣債務工具的人民幣產品，該等工具易受利率波動影響，因此對人民幣產品的回報及表現亦可能造成不利影響。

### 4. Investment/market risk 投資 / 市場風險

Like any investments, Renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that investors may suffer a loss even if Renminbi appreciates.

跟所有投資一樣，人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，投資者亦可能須承受虧損。

### 5. Liquidity risk 流通量風險

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 investors may not be able to sell their investment in the product on a timely basis, or investors may have to sell the product at a deep discount to its value.

由於人民幣產品是一款新產品，人民幣產品亦須面對流通量風險，而可能並沒有常規買賣或活躍的二級市場。因此，投資者可能不能按時出售其在產品的投資，或投資者可能需要以較其價值大幅折讓的水平出售產品。

### 6. Issuer/counterparty risk 發行者 / 交易對手風險

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

人民幣產品須面對發行人的信貸風險及資不抵債風險。投資者應該仔細考慮發行人的信用可靠性，再作出投資決定。再者，由於人民幣產品可能投資於衍生工具，亦可能產生交易對手風險，因為衍生工具發行者違約可對人民幣產品的表現造成不利影響，更可能構成重大損失。



### 1. Pre-Trade Checking 交易前檢查

Under PRC law, the Shanghai Stock Exchange ( "SSE" ) and Shenzhen Stock Exchange ( "SZSE" ) may reject a sell order if an investor does not have sufficient available securities listed on the relevant exchange(s) which may be eligible for China Connect (as defined in paragraph 3 below) ( "China Connect Securities" ) in his account. SEHK will apply similar checking on all Northbound sell orders at the Exchange Participant level to ensure there is no overselling by any Exchange Participant ("Pre-Trade Checking"). Accordingly, the investors will comply with any requirements relating to Pre-Trade Checking required by the relevant Regulators and/or as notified to the investors by UOBKH(HK)L. The investor will in addition ensure there are sufficient available China Connect Securities in the investor's account to cover any proposed sell order.

根據中國法律，如投資者的戶口沒有足夠的可動用的在相關交易所上市，並符合中港通（如第 3 段所定義）資格的證券（「中港通證券」），上海證券交易所（「上交所」）及深圳證券交易所（「深交所」）可拒絕賣盤。聯交所將對交易所參與者的所有北向賣盤應用類似的檢查，以確保任何交易所參與者不會賣空（「交易前檢查」）。因此，投資者應遵守相關規管機關要求的及/或大華繼顯向投資者通知的與交易前檢查有關的任何規定。此外，投資者應確保其戶口有足夠的可動用中港通證券，以作出任何建議賣盤。

### 2. Settlement 交收

Northbound trades will follow the A Share settlement cycle. For settlement of China Connect Securities trades, China Securities Depository and Clearing Corporation ( "CSDCC" ) will debit or credit the securities accounts of its participants (including HKSCC as clearing participant) on T day free of payment. UOB(HK)L may have settlement arrangements in place different from the CSDCC settlement arrangements. Unless UOBKH(HK)L agrees to pre-fund, settlement of funds relating to such trading will be effected on T+1 day.

北向交易將遵循 A 股交收週期。中國證券登記結算有限公司（「中國結算」）中國結算將於 T 日以無須付款交收方式辦理其參與者（包括作為結算參與者的香港結算）證券戶口的借記或貸記，以進行中港通證券交易的交收。大華繼顯可落實與中國結算交收安排不同的交收安排。除非大華繼顯同意先行提供資金外，與此交易有關的資金的交收將於 T+1 日生效。

### 3. Quota Restrictions 配額限制

Purchases of China Connect Securities through Shanghai-Hong Kong and/or Shenzhen-Hong Kong Stock Connect ( "China Connect" ) are subject to certain quota controls as described below. As a result, there is no assurance that a buy order can be successfully placed through China Connect. There is a daily quota limiting the maximum value of all Northbound buy trades that can be executed by Exchange Participants on each Trading Day ("Daily Quota"). The Daily Quota may change from time to time without prior notice and the investor is advised to refer to the HKEx website and other information published by HKEx for up-to-date information.

透過滬港通及/或深港通（「中港通」）購買中港通證券須受若干配額控制（詳情如下）。因此，概不保證可透過中港通成功下達買盤。每個交易日交易所參與者可執行的所有北向買盤的最大淨值須受每日配額（「每日配額」）規限。可不時變更每日配額而不須事先通知，建議投資者參考香港交易所網站及香港交易所公佈的其他資料，獲得最新資料。

Under the applicable laws, rules and regulations in respect of China Connect ( "China Connect Rules" ), Northbound selling is permitted regardless of whether the Daily Quota has been reached. If there is a restriction, rejection or suspension of Northbound buying as a result of the Daily Quota being fully utilised, UOBKH(HK)L will be unable to carry out any further buy orders.

根據關於中港通的適用法例、規則及規例（「中港通規則」），不論每日配額是否已經達到，均允許北向賣出。如存在因每日配額完全使用導致限制、拒絕或暫停北向買入，大華繼顯將無法執行任何進一步的買盤。

### 4. Restriction on Day Trading 對即日盤的限制

Unless SEHK otherwise determines, day (turnaround) trading is not permitted on the PRC A Share market. If the investor buys China Connect Securities on T day, the investor may be able to sell the China Connect Securities only on or after settlement has been completed (normally on T+1 day). Due to Pre-Trade Checking requirements, UOBKH(HK)L may process an instruction to sell China Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to the investor by UOBKH(HK)L from time to time) on T+1 day subject to any applicable laws and regulations.

除聯交所另有決定外，中國 A 股市場不允許即日平倉買賣。如投資者於 T 日購買中港通證券，則投資者僅可於交收完成（一般於 T+1 日）當日或之後賣出中港通證券。由於須遵守交易前檢查規定，大華繼顯只可於 T+1 日的適用截止時間（由大華繼顯不時告知投資者）或之後，在任何適用法例及規例的規限下，處理賣出在 T 日買入的中港通證券的指示。

### 5. Disclosure of Interests 披露權益

Under PRC laws, rules and regulations, if the investor holds or controls shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same PRC Listco (as defined below), whether the relevant holdings are through Northbound trading, the QFII/RQFII regime or other investment channels) in a PRC incorporated company which is listed on a PRC stock exchange (a "PRC

Listco") up to a certain threshold (as may be specified from time to time by the relevant Regulators), he must disclose such interest within the period specified by the relevant Regulators, and the investor must not buy or sell any such shares within the period specified by the relevant Regulators. The investor must also disclose any substantial change in his holding as required by the relevant Regulators. It shall be the investor's responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant Regulators and to arrange for any relevant filings.

根據中國法例、規則及法規，如投資者持有或控制一家在中國註冊成立及在中國證券交易所上市的公司（「中國上市公司」）的股份（按合併基準應用，即包括同一中國上市公司的國內及海外發行的股份，不論相關持股是透過北向交易、QFII/RQFII 制度還是其他投資渠道獲得），及達到相關規管機關不時規定的特定臨界限額，則投資者必須在相關規管機關規定的期限內披露相關權益，及他在相關規管機關規定的期限內不得買賣任何該等股份。投資者亦必須按相關規管機關的要求披露他所持股份的任何重大變化。

投資者須負責遵守相關規管機關不時實施的任何權益披露規則及就任何相關備案作出安排。

#### 6. Short Swing Profit Rule 短線交易獲利規定

Under PRC laws, rules and regulations, the "short swing profit rule" requires the investor to give up / return any profits made from purchases and sales in respect of China Connect Securities of a particular PRC Listco if (a) the investor's shareholding in such PRC Listco exceeds the threshold prescribed by the relevant Regulators from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. The investor (and the investor alone) must comply with the "short swing profit rule". UOBKH(HK)L shall have no responsibility to alert the investor or otherwise assist the investor in complying with the "short swing profit rule".

根據中國法例、規則及法規，如(a)投資者持有中國上市公司的股權超過相關規管機關不時規定的臨界限額；及(b)買入交易後的六個月內作出相應的賣出交易（反之亦然），則短線交易獲利規定要求投資者放棄 / 返還買賣該中國上市公司中港通證券產生的任何收益。該投資者（及該投資者本身）必須遵守短線交易獲利規定。大華繼顯概不負責提示該投資者或以其他方式協助該投資者遵守短線交易獲利規定。

#### 7. Foreign Ownership Limits 外國擁有權限制

Under PRC laws, rules and regulations, there is a limit to how many shares a single foreign investor is permitted to hold in a single PRC Listco, and also a limit to the maximum combined holdings of all foreign investors in a single PRC Listco. Such foreign ownership limits may be applied on an aggregate basis (i.e. across both domestically and overseas issued shares of the same issuer, whether the relevant holdings are through Northbound trading, the QFII/RQFII regime or other investment channels). It shall be the investor's responsibility to comply with all foreign ownership limits from time to time imposed by applicable laws and regulations.

根據中國法例、規則及法規，一名外國投資者獲允許持有單一的中國上市公司股份數目存在限制，而所有外國投資者合共持有單一的中國上市公司最大股份數目亦存在限制。上述外國擁有權限制可按合併基準應用（即適用於同一發行商國內及海外發行的股份，不論相關持股是透過北向交易、QFII/RQFII 制度還是其他投資渠道獲得）。投資者須負責遵守適用法例及規例不時實施的所有外國擁有權限制。

In addition, UOBKH(HK)L shall have the right to apply any procedure or requirements which UOBKH(HK)L determines in its absolute discretion to be necessary or desirable to comply with any foreign ownership limits from time to time including (for example, and without limitation) imposing any threshold on the investor that is lower than the foreign ownership limits prescribed by any Regulator. Such legal and regulatory restrictions or limitations may have an adverse effect on the liquidity and performance of an investment in China Connect Securities due to factors such as limitations on fund repatriation, dealing restrictions, adverse tax treatments, higher commission costs, regulatory reporting requirements and reliance on services of local custodians and service providers. As a result, the investor may suffer losses through the investor's trading or investment of or in China Connect Securities.

此外，大華繼顯有權絕對酌情決定應用必要或合適的任何程序或規定，以遵守不時實施的任何外國擁有權限制，包括（例如及不限於）對投資者實施任何低於任何規管機關規定的限額的臨界限額。該等法律及監管約束或限制有可能由於資金匯返限制、交易限制、不利的稅務處理、較高佣金成本、監管報告要求、依賴當地託管人和服務提供者的服務等因素，對中港通證券的流動性和表現產生不利影響。因此，投資者可能會在其買賣或投資於中港通證券上而蒙受損失。

If UOBKH(HK)L becomes aware that the investor has breached (or reasonably believes that the investor may breach upon execution of further Northbound buy orders) any foreign ownership limits, or if UOBKH(HK)L is so required by any Regulator, including, without limitation, as a result of any Forced-sale Notice issued by SSE and/or SZSE, UOBKH(HK)L will sell any China Connect Securities above in order to ensure compliance with all Applicable laws and regulations. In such case, no China Connect Securities buy orders for the relevant China Connect Securities will be accepted until SSE and/or SZSE informs the SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may determine in its absolute discretion which Exchange Participants and what quantity of China Connect Securities should be subject to a Forced-sale Notice (this is generally likely to be on a "last-in, first-out" basis), and SEHK's (or the SEHK Subsidiary's) own records shall be final and conclusive.

如大華繼顯知悉投資者違反（或合理認為投資者在執行進一步的北向買盤的情況下可能違反）任何外國擁有權限制，或如任何規管機關如此要求大華繼顯（包括（但不限於）因上交所及/或深交所簽發的任何強制出售通知而導致者），大華繼顯將出售任何上述中港通證券，以確保遵守所有適用法例及規例。在此情況下，概不接受相關中港通證券的中港通證券買盤，直至上交所及/或深交所向聯交所附屬公司或聯交所通知外國總持股

權已低於特定百分比之下。聯交所可絕對酌情決定哪一個交易所參與者和甚麼數量的中港通證券應受強制出售通知規限（一般大概按後進先出的基準），而聯交所（或聯交所附屬公司）本身的記錄須為最終及不可推翻的。

Moreover, under PRC laws, where the aggregate holding of foreign investors exceeds a specified percentage (the "Cautionary Level") of the issued shares of a single PRC Listco, upon notification by SSE and/or SZSE to the SEHK Subsidiary, SEHK and the SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting China Connect Securities buy orders in respect of the relevant China Connect Securities. In such circumstances, UOBKH(HK)L may reject the investor's buy order instructions until the aggregate shareholding of foreign investors has fallen below a specified percentage (the "Permitted Level") as advised by SSE and/or SZSE from time to time.

此外，根據中國法例，如外國投資者所持有單一中國上市公司的已發行股份總計超過指明百分比（「警戒水平」），於上交所及/或深交所向聯交所附屬公司通知後，聯交所及聯交所附屬公司須在切實可行的情況下盡快暫停接受相關中港通證券的中港通證券買盤。在此情況下，大華繼續可拒絕投資者的買盤指示，直至外國投資者的總持股權減少至低於上交所及/或深交所不時建議的規定百分比（「許可水平」）。

#### 8. SSE-listed Shares Eligible for Northbound Trading 符合北向交易資格的上交所上市股份

Under Shanghai-Hong Kong Stock Connect ("Shanghai Connect"), Hong Kong and overseas investors are able to trade selective stocks listed in the SSE market ("Shanghai Connect Securities"). SEHK will include and exclude securities as Shanghai Connect Securities based on the prescribed criteria under the Shanghai Connect Rules, any adjustments made to the SSE 180 Index and SSE 380 Index, any relevant A Shares and H Shares being listed on or delisted from SSE and/or SEHK, and any relevant A Shares being placed under or released from risk alert. UOBKH(HK)L shall not be under any obligation to inform the investor of any changes to the eligibility of shares for Northbound trading. The investor should refer to the HKEx website and other information published by HKEx for up-to-date information.

根據滬港通，香港與海外投資者可買賣上交所市場上市的若干股票（「滬港通證券」）。聯交所將會根據滬港通規則所訂下標準，對上交所 180 指數及上交所 380 指數作出的任何調整、相關 A 股及 H 股在上交所及/或聯交所上市或失去上市地位、以及任何相關 A 股被放入或脫離風險預警等因素，加入或排除某些證券作為滬港通證券。大華繼續沒有義務通報投資者關於股份的北向交易資格的任何變更。投資者應參考香港交易所網頁及香港交易所公佈的其他資料，獲得最新資料。

According to the SSE Listing Rules, if any SSE-listed company is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing investors' interests to undue damage, the SSE-listed company will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a Shanghai Connect Security has been placed under risk alert, it ceases to be a Shanghai Connect Security and investors under Shanghai Connect will be allowed only to sell it and are prohibited from further buying. For details concerning the risk alert board, please refer to the SSE Listing Rules and SSE Risk Alert Board Provisional Trading Arrangement and any other relevant sources from time to time.

根據上交所上市規則，如任何上交所上市公司正在退市，或其運作由於財務或其他原因而不穩定，因此存在退市或對投資者的權益造成過渡損害的風險，則該上交所上市公司將被標記及在風險預警板上交易。風險預警板可能發生任何變化，恕不事先通知。如滬港通證券受到風險預警，則該證券不再是滬港通證券，僅允許滬港通投資者賣出相關滬港通證券，禁止進一步買入。有關風險預警板的詳情，請不時參閱上交所上市規則及《上海證券交易所風險預警板股票交易暫行辦法》及任何其他相關來源。

#### 8A. SZSE-listed Shares Eligible for Northbound Trading 符合北向交易資格的深交所上市股份

Under Shenzhen-Hong Kong Stock Connect ("Shenzhen Connect"), Hong Kong and overseas investors are able to trade selective stocks listed on the SZSE market ("Shenzhen Connect Securities"). SEHK will include and exclude securities as Shenzhen Connect Securities based on the prescribed criteria under the Shenzhen Connect Rules, any adjustments made to the SZSE Component Index and SZSE Small/Mid Cap Innovation Index, any changes in market capitalization of each constituent stock of the SZSE Component Index and the SZSE Small/Mid Cap Innovation Index calculated according to such methodology as determined by SZSE at the periodic adjustment of the index, any relevant A shares and H shares being listed on or delisted from SZSE and/or SEHK, and any relevant A shares being placed under or released from risk alert. UOBKH(HK)L shall not be under any obligation to inform the investor of any changes to the eligibility of shares for Northbound trading. The investor should refer to the HKEx website and other information published by HKEx for up-to-date information.

根據深港通，香港及海外投資者可買賣在深交所市場上市的個別股票（「深港通證券」）。聯交所將會根據深港通規則所訂下標準，對深交所深證成份指數和深證中小創新指數作出的任何調整、深證成份指數和深證中小創新指數各成份股於指數定期調整時按深交所釐定方法計算的市值的變動、相關 A 股及 H 股在深交所及/或聯交所上市或失去上市地位，以及相關 A 股被放入或脫離風險預警等因素，加入或排除某些證券作為深港通證券。大華繼續沒有義務通報投資者關於股份的北向交易資格的任何變更。投資者應參考香港交易所網頁及香港交易所公佈的其他資料，獲得最新資料。

According to the SZSE Listing Rules, if any SZSE-listed company is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing investors' interests to undue damage, the SZSE-listed company will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a Shenzhen

Connect Security has been placed under risk alert, it ceases to be a Shenzhen Connect Security and investors under Shenzhen Connect will be allowed only to sell it and are prohibited from further buying. For details concerning the risk alert board, please refer to the SZSE Listing Rules and any other relevant sources from time to time.

根據深交所上市規則，如任何深交所上市公司正在退市，或其運作由於財務或其他原因而不穩定，因此存在退市或對投資者的權益造成過渡損害的風險，則該深交所上市公司將被標記及在風險預警板上交易。風險預警板可能發生任何變化，恕不事先通知。如深港通證券受到風險預警，則該證券不再是深港通證券，僅允許深港通投資者賣出相關深港通證券，禁止進一步買入。有關風險預警板的詳情，請不時參閱深交所上市規則及任何其他相關來源。

## **8B. Trading of ChiNext Shares 創業板股票的交易**

At the initial stage of Shenzhen Connect, investors eligible to trade shares that are listed on the ChiNext Board of SZSE under Northbound trading will be limited to institutional professional investors. Subject to resolution of related regulatory issues, other investors may subsequently be allowed to trade such shares. The investor should refer to the HKEx website and any other relevant sources for up-to-date information.

深港通開通初期，能通過深股通買賣深交所創業板股票的投資者僅限於機構專業投資者，待解決相關監管事項後，其他投資者或亦可買賣此等股票。投資者應參考香港交易所網頁及任何其他相關來源，獲得最新資料。

### **Risk of Trading ChiNext Shares 創業板市場風險**

#### **(a) Regulatory Risks 規管差異風險**

The rules and guidance on listing, trading, disclosure and other matters of SZSE ChiNext vary much from those of the SZSE main board and SME board. For example, on the listing requirements, a shorter track record period and lower net profit, revenue and operating cash flow requirements will apply for company seeking IPO and listing on the ChiNext market. ChiNext companies may also have a lower post-IPO total share capital than main board and SME board companies. For details of the listing requirements on the ChiNext market, the SZSE main board and SME board, please visit SZSE website.

深交所創業板市場與深交所主板和中小板市場在上市、交易、信息披露以及其他事項的規則和指引方面都存在較大差異。例如，就上市條件而言，尋求在創業板市場上市的公司將適用更短的盈利歷史、更低的淨利潤和營業收入，以及更低的經營活動產生的現金流量要求。創業板上市公司較之主板和中小板公司對於股本總額的要求也更低。關於深交所創業板、主板、中小板的上市條件詳情，請參閱深交所網站。

Besides, ChiNext market adopts disclosure rules that substantially vary from those of the main board and SME board. For example, ad hoc reports of ChiNext companies are only required to be published on a CSRC designated website and on the issuers' websites. If investors continue to check information through the usual disclosure channels for main board and SME boards, they may miss out some important information disclosed by ChiNext companies. Therefore, investors are advised to closely monitor announcements and risk alerts of ChiNext companies, be aware of market risks, and comply with relevant rules and regulations while trading in the ChiNext market.

另外，創業板市場採用與主板和中小板市場較為不同的信息披露規則。例如，創業板上市公司的臨時報告僅要求在證監會指定網站和公司網站上披露。如果投資者繼續採用與主板市場和中小板市場相似的信息查詢方法，可能無法及時了解到公司正在發生的重大變動。因此，建議投資者密切關注創業板上市公司的公告及風險警示，了解市場風險，並在交易創業板股票時遵守相關法律法規。

#### **(b) Delisting risks 退市風險**

The delisting standards of the ChiNext market are different from those of the SZSE main board and SME board. There are more situations that will lead to the delisting of ChiNext companies. ChiNext companies have greater exposure to the risk of being delisted, and such delisting process may be speeded up.

創業板市場上市公司退市標準與深交所主板市場和中小板市場不同，可能導致創業板市場上市公司退市的情形更多。創業板市場上市公司面臨更大的退市風險，且退市速度可能更快。

In addition, the shares of ChiNext companies may be delisted immediately after SZSE determines its delisting. Investors will not be able to trade in delisted shares, and may lose all the invested capital in this case.

另外，創業板市場上市公司股票可能在深交所決定終止其上市後直接退市。投資者將無法交易已退市公司的股份，在此情況下將可能損失全部本金。

#### **(c) Operating risks 公司經營風險**

ChiNext companies are generally in an early stage of development and have a shorter history. They are usually smaller in scale, have less stable operations, and are less resilient against market risks and industry risks. Although they may have higher growth potential and leverage more on technical innovations, their future performance particularly those without a profit track record is susceptible to great uncertainty.

創業板市場上市公司一般處於發展初期，經營歷史較短，規模較小，經營穩定性較低，抵抗市場風險和行業風險的能力較弱。儘管它們可能擁有更大的發展潛力並可更多地借助於科技創新，其未來表現（尤其是那些尚未有良好盈利記錄的公司）存在很大的不確定性。

(d) High Share Price Volatility 大幅股價波動

The share prices of ChiNext companies may fluctuate largely and frequently due to changing market conditions, investor speculations, inconsistent financial results, etc. ChiNext companies with low public float may be vulnerable to manipulations by major shareholders. The unstable financial result also adds the difficulty to the company valuations.

創業板市場上市公司股價可能隨市況變化、投資者投機行為或公司業績變動等情況而頻繁發生大幅波動。流通股本較少的創業板市場上市公司可能較容易被主要股東操縱股價。不穩定的公司業績亦令此類公司的估值較為困難。

(e) Technical Risks 技術風險

It is uncertain whether a ChiNext company is able to convert its technical innovations into physical products or services. When the industry is experiencing rapid technological development and replacement, its product may be obsolete and may not survive in the market.

創業板市場上市公司的新技術能否轉化為現實中的產品或服務具有不確定性。當其所在的行業正經歷快速的技術更新換代時，其產品可能面臨被淘汰的危險而令其公司難以為繼。

### 9. Special China Connect Securities 特別中港通證券

SEHK will accept or designate securities which cease to meet the eligibility criteria for China Connect Securities as Special China Connect Securities (provided that they remain listed on SSE and/or SZSE). In addition, any securities or options (which are not 'eligible for China Connect trading') received by the investor as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special China Connect Securities. The investor will be able only to sell, but not to buy, any Special China Connect Securities.

聯交所將接受或指定不再符合中港通證券資格的證券為特別中港通證券（只要那些證券仍然在上交所及/或深交所上市）。此外，投資者由於任何權利或權益的分配、轉換、收購、其他企業行動或異常交易活動而收到的任何證券或期權（非合資格進行中港通交易者），將會被聯交所接受或指定為特別中港通證券。投資者將只能出售而不能購入任何特別中港通證券。

### 10. No Off-exchange Trading and Transfers 無場外買賣及轉讓

The investor, UOBKH(HK)L and any Related Person shall not trade or provide services to facilitate trading of any China Connect Securities otherwise than through the China Connect Market System, and UOBKH(HK)L shall not (unlike the current practice in Hong Kong in respect of SEHK-listed shares) match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from the investor or effect any Non-trade Transfer or settlement of instructions in respect of any China Connect Securities in any manner otherwise than through China Connect in accordance with the China Connect Rules, except in the following circumstances or as otherwise provided by a relevant Regulator:

除透過中港通市場系統外，投資者、大華繼顯及任何相關人士不得透過（或提供服務以促使透過）其他途徑買賣任何中港通證券，而大華繼顯不得（有別於香港現時就聯交所上市股份的慣常做法）以依據中港通規則透過中港通以外的任何方式，就任何中港通證券匹配、執行或安排執行投資者的任何買賣指示或任何轉讓指示，或進行任何非交易性質轉讓或結算指示，惟下列情況或相關規管機關另有規定則除外：

(a) stock borrowing and lending of China Connect Securities which are eligible for covered short selling and with a tenor of no more than one month;

為符合有擔保賣空資格且期限不多於一個月的中港通證券進行證券借貸；

(b) stock borrowing and lending of China Connect Securities which are eligible for satisfying the Pre-Trade Checking requirement, with a tenor of one day (and which is not renewable); and

為符合滿足交易前檢查規定資格且期限為一日（且不得續期）的中港通證券進行證券借貸；及

(c) any other situations specified by SSE and/or SZSE and CSDCC, including but not limited to any Non-trade Transfer as a result or for the purpose of (i) succession; (ii) divorce; (iii) dissolution, liquidation or winding up of any company or corporation; (iv) donation to a charitable foundation; and (v) assisting in any enforcement action or proceedings of any court, prosecutor or law enforcement agency.

由上交所及/或深交所及中國結算指定的任何其他情況，包括（但不限於）由於或為了(i)繼承；(ii)離婚；(iii)任何公司或法團解散、清算或清盤；(iv)捐贈給慈善基金會；及(v)協助任何法院、檢察官或執法機構的任何執法行動或法律程序而進行的任何非交易性質轉讓。

The investor acknowledges that the rule against off-exchange trading and transfers under Northbound trading may delay or disrupt reconciliation of orders by UOBKH(HK)L. UOBKH(HK)L shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the investor arising from this rule, including, without limitation, any loss arising from any delay in settlement of trades.

投資者確認，針對北向交易有關場外交易及轉讓的規則，可能會延遲或干擾大華繼顯進行買賣盤對帳。大華繼顯概不對投資者因該規則蒙受的任何直接或間接損失或損害負責或被判須負法律責任，包括（但不限於）因任何延遲交易交收導致的任何損失。

## 11. Placing Orders 落盤

Only limit orders with a specified price are allowed pursuant to Applicable laws and regulations, whereby buy orders may be executed at or lower than the specified price and sell orders may be executed at or higher than the specified price. Market orders will not be accepted.

根據適用法例及規例，僅批准含指定價格的限價指令（即買盤可以（或低於）指定價格執行，而賣盤可以（或高於）指定價格執行）。不接受市價指令。

## 12. SSE and SZSE Price Limits 上交所及深交所價格限制

China Connect Securities are subject to a general price limit of a  $\pm 10\%$  based on the previous Trading Day's closing price (and a price limit of  $\pm 5\%$  where the China Connect Securities are on risk alert). The price limit may be changed from time to time. All orders in respect of China Connect Securities must be within the price limit. Any orders with a price beyond the price limit will be rejected by SSE and/or SZSE.

中港通證券依據前一交易日的收市價，受限於 $\pm 10\%$ 的一般價格限制（如有關中港通證券處於風險警示狀態，則受限於 $\pm 5\%$ 的價格限制）。價格限制可不時更改。與中港通證券有關的所有指令均須在該價格限制範圍內。價格超過該價格限制的任何指令，上交所及/或深交所概不接納。

## 13. Taxation 稅務

In addition and without prejudice to any of UOBKH(HK)L's rights under the Terms and Conditions, the investor will be fully and solely responsible for any and all his liabilities and obligations for any Taxes (which UOBKH(HK)L shall determine in its absolute discretion and in good faith) in respect of China Connect Securities including, without limitation, any taxes on gains or any other taxes, duties or levies, and will indemnify UOBKH(HK)L and each Related Person from and against all Taxes imposed or levied by any jurisdiction (including without limitation Hong Kong and the PRC) which UOBKH(HK)L and/or any Related Person may incur or be subject to arising in connection with any China Connect Securities which the investor holds, trades or otherwise deals in. Neither UOBKH(HK)L nor any Related Person assumes any responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect, and neither UOBKH(HK)L nor any Related Person will provide any service or assistance in this regard. The investor acknowledges and agrees that UOBKH(HK)L shall have no responsibility to act as tax agent, representative or adviser of the Investor in respect of any Taxes. Prior to investing in China Connect Securities, the investor is strongly urged to consult his own tax advisers and counsel with respect to the possible tax consequences to him of such investment since such tax consequences may differ in respect of different investors.

附加於及在不損害大華繼顯在本條款及細則的任何權利外，投資者將完全及單獨承擔其與中港通證券有關的任何稅務（包括（但不限於）任何盈利稅或任何其他稅項、關稅或徵稅）的任何及所有（將由大華繼顯絕對酌情及本著真誠決定的）責任及義務，並將就投資者所持有、買賣或以其他方式交易任何中港通證券給大華繼顯及/或任何相關人士招致的或令大華繼顯面對的所有由任何司法管轄區（包括（但不限於）香港及中國）徵收或徵取的稅務，對大華繼顯及每一相關人士作出彌償。大華繼顯或任何相關人士概不負責就中港通相關的任何稅務問題、責任及/或義務提供意見也不負責給予處理，且大華繼顯或任何相關人士亦不就此方面提供任何服務或協助。投資者確認及同意，大華繼顯概無責任就任何稅務擔任投資者的稅務代理人、代表或顧問。特此促請投資者，由於稅務後果可因投資者而異，故投資者投資前，應諮詢其自身的稅務顧問及律師有關此等投資可能對其造成的稅務後果。

In addition and without prejudice to any other right or remedy which UOBKH(HK)L may have, UOBKH(HK)L shall be entitled in its absolute discretion, without further notice or demand, forthwith to satisfy any obligation or potential obligation of UOBKH(HK)L or any Related Person or the investor to pay or account for any amounts in respect of any Taxes by selling, realising or otherwise dealing with (including but not limited to withholding or deducting any amount towards Taxes), in such manner as UOBKH(HK)L in its absolute discretion may determine, all or part of any property held by UOBKH(HK)L or any Related Person for any purpose in any of the investor's accounts held with UOBKH(HK)L or any Related Person, and to apply the proceeds in reduction of all or part of any liability of the investor to UOBKH(HK)L or any Related Person. Neither UOBKH(HK)L nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by UOBKH(HK)L or any Related Person in respect of the foregoing.

附加於及在不損害大華繼顯可能具有的任何其他權利和補救方法的前提下，大華繼顯有絕對酌情的權利，並且在不進一步發給通知或要求的情況下，即時按照大華繼顯絕對酌情決定的方式出售、變賣或以其他方式處置（包括（但不限於）預扣或扣減任何稅務款額）大華繼顯或任何相關人士為任何目的在投資者設於大華繼顯或任何相關人士之任何戶口持有的全部或任何部分財產，以便履行大華繼顯或任何相關人士或投資者就任何稅務支付或繳納任何款額的義務或潛在義務，並且將得款用以減低投資者對大華繼顯或任何相關人士負有的全部或任何部分負債。由於大華繼顯或任何相關人士就前述採取的行動直接或間接地引致的任何損失或風險，大華繼顯或任何相關人士概不負責。

## 14. Client Securities Rules 客戶證券規則

By way of brief background, the Client Securities Rules prescribe how client assets are to be dealt with by all intermediaries and their associated entities. However, as the China Connect Securities traded through China Connect are not listed or traded on SEHK, the investor will not have protection under the Client Securities Rules, unless otherwise specified by the SFC or any other relevant Regulator.

作為背景資料簡介，投資者證券規則訂明所有中介人及其關聯實體應如何處理客戶資產。然而，由於透過中港通交易的中港通證券並未在聯交所上市或交易，因此除非證監會或任何其他規管機關另有指明，否則投資者不受客戶證券規則的保護。

## 15. Investor Compensation Fund 投資者賠償基金

Trading in China Connect Securities does not enjoy the protection afforded by the Investor Compensation Fund established under the SFO. Accordingly, unlike the trading of SEHK-listed securities, the investor will not be covered by the Investor Compensation Fund in respect of any loss he may sustain by reason of a default by any SFC licensed or registered person.

中港通證券的買賣不受（依據證券及期貨條例設立的）投資者賠償基金保障。因此，與買賣在聯交所上市的證券不同，投資者一旦因為任何證監會註冊人士或持牌人士違約而蒙受任何損失，投資者將不會獲得投資者賠償基金的補償。

## 16. Ownership of China Connect Securities 中港通證券的擁有權

China Connect Securities are held in CSDCC. HKSCC will become a direct participant in CSDCC and China Connect Securities acquired by investors through Northbound Trading will be:

中港通證券存放於中國結算內。香港結算將成為中國結算的一名直接參與者，而投資者通過北向交易購入的中港通證券將：

(a) recorded in the name of HKSCC in the nominee securities account opened by HKSCC with CSDCC and HKSCC will be nominee holder of such China Connect Securities; and

在香港結算於中國結算開設的代理人證券戶口中記錄於香港結算名下，而香港結算將會成為有關中港通證券的名義持有人；及

(b) held in custody by the depository of CSDCC and registered in the shareholders' register of the relevant PRC Listco.

以託管方式於中國結算的存管處持有，並於相關中國上市公司的股東名冊登記。

HKSCC will record interests in such China Connect Securities in the CCASS stock account of the relevant CCASS Clearing Participant.

香港結算將會在相關的中央結算系統結算參與者的中央結算系統證券戶口裏記錄該等中港通證券的權益。

Under Hong Kong law, HKSCC will be regarded as the legal owner of such China Connect Securities and will be regarded as holding the beneficial entitlement to the China Connect Securities on behalf of the relevant Clearing Participant(s). Depending on the custody arrangements between a Clearing Participant and its Hong Kong or overseas clients, such Clearing Participant will in turn generally be regarded as holding the beneficial entitlement for such Hong Kong or overseas clients.

根據香港法律，香港結算將被視為有關的中港通證券的法定擁有人，並將被視為代表有關的結算參與者持有中港通證券的受益權益。視乎該結算參與者與其香港或海外客戶之間的託管安排，該結算參與者一般來說又會被視為為該等香港或海外客戶持有受益權益。

Under current PRC regulations, China Connect Securities will be recorded in a nominee account opened by HKSCC with CSDCC and Northbound investors have rights and interests in China Connect Securities acquired through China Connect according to the applicable laws. The CSRC Securities Registration and Settlement Measures, CSDCC Securities Registration Rules and Administrative Rules on Securities Accounts, the CSDCC China Connect Rules and SSE and/or SZSE China Connect Rules generally provide for the concept of a "nominee holder" and recognise the Northbound investors as the "ultimate owners" of China Connect Securities.

根據現行中國規例，中港通證券將會在香港結算於中國結算開立的代理人戶口之中記錄。北向投資者擁有根據適用法律透過中港通購入的中港通證券的權利及權益。中證監證券登記結算管理辦法、中國結算證券登記規則及證券戶口管理規則、中國結算中港通規則及上交所及/或深交所中港通規則整體訂明「名義持有人」的概念，並承認北向投資者是有關中港通證券的最終擁有人。

Northbound investors shall exercise their rights in relation to China Connect Securities through HKSCC as the nominee holder. As Northbound investors will have actual control over voting rights in respect of such China Connect Securities (either individually or acting in concert with others), Northbound investors are responsible for complying with disclosure obligations under PRC laws and regulations in relation to China Connect Securities acquired through Northbound trading.

北向投資者須透過香港結算作為名義持有人行使其於中港通證券的權利。由於北向投資者將（個別或與其他人士一致行動）對有關中港通證券的投票權有實質控制權，故此北向投資者須負責就透過北向交易購入的中港通證券遵守中國法例及規例下的披露義務。

However, the precise nature and rights of a Northbound investor as the beneficial owner of China Connect Securities through HKSCC as nominee are less well defined under PRC law. There is lack of a clear definition of, and distinction between, "legal ownership" and "beneficial ownership" under PRC law and there have been few cases in the PRC courts concerning a nominee account structure. Therefore the exact nature and methods of enforcement of the rights and interests of Northbound investors under PRC law are not free from doubt.

但根據中國法律，北向投資者透過香港結算作為代名人成為中港通證券的實益擁有人的確切性質及權利定義略欠清晰。根據中國法律，「法定擁有權」與「實益擁有權」之間缺乏清楚的定義及區別。很少中國法院案例是關於代理人戶口架構的。因此，在中國法律下，北向投資者的權利及權益的確切性質及執行方法還是存有疑問的。

HKEx has published materials explaining the ownership rights of Northbound investors in China Connect Securities and may publish further information from time to time. In summary, the HKEx published materials state that:

香港交易所已刊發解釋北向投資者在中港通證券的擁有權的材料，並可能不時刊發進一步資料。總括而言，香港交易所刊發的材料指出：

- (a) it is the Hong Kong and overseas investors as the ultimate investors (rather than any broker, custodian or intermediary through whom such investors hold the China Connect Securities) who should be recognised under PRC laws and regulations as having beneficial ownership in the China Connect Securities;  
根據中國法律及法規，香港及海外投資者作為最終投資者（而非代該等投資者持有中港通證券的任何經紀、託管人或中介人）應獲承認具備有關中港通證券的實益擁有權；
- (b) as key functions of a nominee holder, HKSCC will be responsible for collecting and distributing dividends to its participants (for their own account and/or as agent for their investors) and obtaining and consolidating voting instructions from its participants and submitting a combined single voting instruction to the issuer of the relevant China Connect Securities. However, under the CCASS China Connect Rules, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors in respect of China Connect Securities in the PRC or elsewhere; and  
香港結算作為名義持有人的主要職能是負責託收及向其參與者分派股息（為其本身戶口及/或作為其投資者的代理人）、向其參與者獲取及綜合投票指示，並向相關中港通證券發行人提交合併的單一投票指示。但根據中央結算系統中港通規則，香港結算作為名義持有人，概無義務代表投資者就中港通證券在中國或其他地方採取法律行動或法庭程序以執行任何權利；及
- (c) on the insolvency of HKSCC, the China Connect Securities would not be regarded as the general assets of HKSCC under Hong Kong and PRC law and would not be available to the general creditors of HKSCC. CSDCC and the PRC courts would recognise the liquidator of HKSCC, duly appointed pursuant to Hong Kong law, as the rightful person to deal with China Connect Securities in the place of HKSCC.  
根據香港及中國法律，如香港結算無力償債，有關中港通證券將不會被視作香港結算的一般資產，亦不會提供予香港結算的一般債權人。中國結算及中國法院將承認根據香港法律正式委任的香港結算清盤人作為有權力取代香港結算處理有關中港通證券的合法人士。

The investor should conduct the investor's own review of the HKEx published materials and the applicable China Connect Rules from time to time. The investor should also consult his own legal advisers to make his own assessment of his rights as a Northbound investor in China Connect Securities.

投資者應自行審閱香港交易所不時刊發的材料及不時適用的中港通規則。投資者亦應諮詢其本身的法律顧問，以便對他作為中港通證券北向投資者的權利作出評估。

#### **17. Amendment of Orders and Loss of Priority 修訂指令及喪失優先權**

Consistent with the current practice in the PRC, if an investor engaged in Northbound trading wishes to amend an order, the investor must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the Daily Quota and Aggregate Quota restrictions (as set in paragraph 3 above), the subsequent order may not be filled on the same Trading Day.

根據中國現行做法，如參與北向交易的投資者有意修訂指令，該投資者須首先取消原先的指令，然後輸入新的指令。因此投資者將喪失指令優先權，而受限於每日配額及總配額限制（載於上文第3段），隨後的指令可能不會在同一交易日完成。

#### **18. Risk of CSDCC Default 中國結算的違約風險**

CSDCC has established a risk management framework and measures that are approved and supervised by the CSRC. If CSDCC (as the host central counterparty) defaults, HKSCC may (but shall have no obligation to) take any legal action or court proceeding to seek recovery of the outstanding China Connect Securities and monies from CSDCC through available legal channels and through CSDCC's liquidation process, if applicable. As CSDCC does not contribute to the HKSCC guarantee fund, HKSCC will not use the HKSCC guarantee fund to cover any residual loss as a result of closing out any of CSDCC's positions. HKSCC will in turn distribute China Connect Securities and/or monies recovered to clearing participants on a pro-rata basis as prescribed by the relevant Regulators. UOBKH(HK)L in turn will be distributing China Connect Securities and/or monies only to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by CSDCC is considered to be remote, investors should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

中國結算已制定獲中國證監會批准及監管的風險管理框架及措施。如中國結算（作為所在地中央結算對手）違約，香港結算可（但無義務）透過可享有的法律渠道及中國結算的清盤程序（如適用），採取任何法律行動或提起法院程序，尋求向中國結算討回拖欠的中港通證券及款項。由於中國結算並無向香港結算保證金出資，香港結算將不會動用香港結算保證金彌償任何因終止中國結算的倉盤而產生的任何餘下的損失。香港結算將根據相關規管機關訂明的規定，繼而按比例把討回的中港通證券及/或款項分配給結算參與者。但是，大華繼續而只會直接或間接從香港結算討回的中港通證券及/或款項的範圍內，分配中港通證券及/或款項。儘管中國結算違約可能性被視為極低，但投資者亦應在參與北向交易前，應知曉上述安排及此潛在風險敞口。

#### **19. Risk of HKSCC Default 香港結算的違約風險**

UOBKH(HK)L's provision of services pursuant to these China Stock Connect Terms also depends upon the performance by HKSCC of its obligations. Any action or inaction of HKSCC or a failure or delay by HKSCC in the performance of its obligations may result in a failure of



settlement, or the loss, of China Connect Securities and/or monies in connection with them and the investor may suffer losses as a result. Neither UOBKH(HK)L nor any Related Person shall have any responsibility or liability for any such losses.

大華繼顯根據此等中港通條款提供服務，也須視乎香港結算履行其義務。香港結算的作為或不作為，或者一旦香港結算未履行或者延誤履行其義務，可能會導致中港通證券及/或有關款項未能交收或虧損，以致投資者蒙受損失。對於此等損失，大華繼顯或任何相關人士概不負責或承擔任何責任。

## 20. Scripless Securities 證券無紙化

China Connect Securities are traded in scripless form, and accordingly China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

中港通證券以無紙化形式交易，而因此，中港通證券不可以實物形式存放於中央結算系統及/或從當中提取。

## 21. Company Announcements on Corporate Actions 有關企業行動的公司公告

Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE and/or SZSE website and certain officially appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its clearing participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE and/or SZSE website and the relevant newspapers for the latest listed company announcements or, alternatively, the HKEx website's China Stock Markets Web (or such other replacement or successor webpage from time to time) for corporate actions in respect of China Connect Securities issued on the previous Trading Day. Investors should note that SSE-listed and/or SZSE-listed issuers publish corporate documents in Chinese only and English translations will not be available.

與中港通證券有關的任何企業行動，將由相關發行人透過上交所及或深交所網站及若干官方指定報紙進行公佈。香港結算亦將在中央結算系統記錄與中港通證券有關的所有企業行動，及盡快在切實可行的情況下，於公佈日透過中央結算系統終端機通知其結算參與者相關詳情。參與北向交易的投資者可參看上交所及/或深交所網站及相關報紙上的最新上市公司公告，或者參看香港交易所網站的中國證券市場網頁（或其他不時出現的有關替代或承繼網頁），理解與前一交易日發行的中港通證券的相關企業行動。投資者應注意，上交所及/或深交所上市的發行商僅刊發中文企業文件，不提供英文譯文。

Following existing market practice in the PRC, investors engaged in Northbound trading will not be able to attend shareholder meetings by proxy or in person, unlike the current practice in Hong Kong in respect of SEHK-listed shares.

有別於香港就聯交所上市股份的現行做法，根據中國現行的市場做法，參與北向交易的投資者將不能委任代表或親身出席股東大會。

UOBKH(HK)L shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting right) in relation to any payment or distribution or voting in respect of China Connect Securities for the investor's account or to notify the investor of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of China Connect Securities. If UOBKH(HK)L shall make any such collection or receipt, take any such action or give the investor any such notification or shall take any action pursuant to any such notification, UOBKH(HK)L shall not have:

大華繼顯無任何義務為投資者的戶口收集、收取或採取其他關於中港通證券的任何支付、分配或投票的任何行動（包括出席任何股東大會及/或行使任何投票權），或通知投資者有關中港通證券的任何通知、通函、報告、公告或類似法人行動的存在或者其內容。如大華繼顯作出該等收集或收取行為、採取該等行動、向投資者發出該等通知或根據該等通知採取任何行動，大華繼顯亦不負責：

(a) any liability in respect of any inaccuracies or delays; and

關於任何失準或延誤情況的責任；及

(b) any obligation to continue or repeat any such action.

繼續或者重複任何該等行動的義務。

UOBKH(HK)L does not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions, and neither UOBKH(HK)L nor any Related Person accepts any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. UOBKH(HK)L expressly disclaims all warranties, express or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.

大華繼顯不保證、亦無法保證企業行動之任何公司公告的準確性、可靠性或及時性，而大華繼顯或任何相關人士概不對任何錯誤、失準、延誤或遺漏或因倚賴該等公告而採取的任何行動導致的任何損失或損害承擔任何責任（無論是侵權或合約或其他責任）。大華繼顯明確免除關於公司公告的準確性，或該資料是否適合任何目的的所有（明示或暗示的）保證的責任。

## 22. Disclosure of Information and Publication of Trade Information 披露資料及刊發交易資料

SEHK may require UOBKH(HK)L to provide information on the investor's profile, and the type and value of the investor's orders in relation to Northbound trading of China Connect Securities and the trades which UOBKH(HK)L executed for the investor, at such intervals and in such form as SEHK may specify from time to time for purposes of the publication, dissemination or public distribution of

aggregated information in respect of China Connect Securities trades under China Connect, trading volumes, investor profiles and other related data.

聯交所可為刊發、散佈或公開分發中港通項下中港通證券交易的綜合資料、交易總額、投資者概況及其他相關資料，而要求大華繼顯按照聯交所不時指定的時間間隔及形式，提供有關投資者概況、投資者買賣盤類型及價值（就中港通證券之北向交易而言）、及大華繼顯為投資者執行的交易的資料。

In addition, UOBKH(HK)L may be required by any Regulator to provide any information relating to the investor including, without limitation, any information relating to China Connect trades executed by the investor through Exchange Participants other than UOBKH(HK)L, where the China Connect Securities in respect of such trades have been transferred to UOBKH(HK)L for sale.

此外，大華繼顯可能被規管機關要求提供任何關於投資者的資料，包括（但不限於）投資者通過（除大華繼顯以外的）交易所參與者進行的中港通交易（若該等交易中的中港通證券被轉移至大華繼顯進行出售）之任何資料。

### 23. Retention of Information 資料的保留

The investor acknowledges and accepts that UOBKH(HK)L will be required under the China Connect Rules to keep records for a period of not less than 20 years of (a) all orders and trades executed on the investor's behalf; (b) any instructions received from the investor; (c) the investor's account information in relation to Northbound trading; and (d) all relevant information concerning margin trading and stock borrowing and lending of any China Connect Securities (including, without limitation, in respect of any such margin trading, the relevant securities margin trading arrangement and the funds provided).

投資者承認並接受，根據中港通規則，大華繼顯須把以下記錄保留不少於 20 年：(a) 代表投資者執行的所有指令及指示；(b) 從投資者收到的任何指示；(c) 關於北向交易的投資者戶口資料；及(d) 關於中港通證券的孖展交易、證券借貸的所有相關資料（包括（但不限於）就任何該等孖展交易而言，相關的證券孖展交易安排及所提供的資金的資料）。

### 24. Client Error 客戶錯誤

Neither UOBKH(HK)L nor any Related Person shall be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the investor as a result of any trading based on the investor's instructions. UOBKH(HK)L will not be able to unwind any trade, and the investor should also take note of the settlement arrangements in respect of China Connect Securities including but not limited to quota restrictions, which may affect the investor's ability to mitigate the consequences of any error trades.

大華繼顯或任何相關人士概不對投資者因依據投資者指示進行任何交易而蒙受的任何損失、損害或開支或間接損失、損害或開支承擔法律責任。大華繼顯不能為任何交易平倉，而投資者亦應注意與中港通證券有關的交收安排，包括（但不限於）可影響投資者緩解任何錯誤交易的後果的能力的配額限制。

The China Connect Rules generally prohibit any off-exchange trading or transfers. However, transfers may be permitted between Exchange Participants and their clients to rectify an error trade in limited circumstances, although there is a lack of clarity as to the circumstances in which such transfers may be permitted. Any Exchange Participant who performs a Non-trade Transfer to rectify an error trade will be required to submit to SEHK an error trade report together with supporting documents explaining how the error was made and providing details of the Non-trade Transfer. SEHK has the power to disallow a particular Exchange Participant to conduct Non-trade Transfers for error trade rectification if SEHK has reasonable cause to suspect or to believe that the Exchange Participant may abuse or may have abused such rectification arrangements or may have used such rectification arrangements to circumvent the prohibition against off-exchange trades or transfers. SEHK may provide error trade reports and related information to the SFC and SSE/SZSE. Exchange participants are warned by SEHK not to misuse this arrangement to effect off-exchange trades or transfers which are otherwise disallowed under the relevant China Connect Rules. UOBKH(HK)L shall have absolute discretion to determine whether to conduct any transfer to rectify any error trade and shall have no obligation to do so. Neither UOBKH(HK)L nor any Related Person shall have any liability for any losses which may result directly or indirectly from any error trade or any refusal to conduct a transfer to correct an error trade.

中港通規則一般禁止任何交易所場外交易或轉讓。但在有限的情況下，可容許交易所參與者及其客戶之間的轉讓，以便更正錯誤交易，但是對於可容許上述轉讓的情況缺乏清楚界定。任何履行一非交易性質轉讓以更正一錯誤交易的交易所參與者，將須向聯交所提交錯誤交易報告及附上支持文件解釋錯誤如何造成，並提供非交易性質轉讓詳情。如聯交所有合理理由懷疑或相信某交易所參與者可能濫用或已濫用有關更正安排或者可能利用有關更正安排迴避場外交易或轉讓的禁令，聯交所有權不容許該交易所參與者就錯誤交易進行非交易性質轉讓。聯交所可向證監會及上交所/深交所提供錯誤交易報告及有關資料。交易所參與者被聯交所警告不得濫用有關安排進行交易所場外交易或轉讓（而在其他情況下，是不獲有關中港通規則容許的）。大華繼顯絕對酌情決定是否進行任何轉讓以更正任何錯誤交易及並無義務作出有關決定。大華繼顯或任何相關人士對任何錯誤交易或拒絕進行轉讓以更正錯誤交易而可能直接或間接招致的任何損失概不承擔任何責任。

### 25. Operation of China Connect Service/Novelty of China Connect Market System 中港通服務的運作/中港通市場系統的新穎性

SEHK or the SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever SEHK determines that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order-routing and related supporting services with regard to all or any Northbound trading of China

Connect Securities, and for such duration and frequency as the SEHK may consider appropriate. The investor will not be able to buy or sell China Connect Securities through China Connect during any period in which trading of China Connect Securities is suspended. In particular, the investor should note that while trading of China Connect Securities is suspended by SEHK, trading of such China Connect Securities may continue on SSE and/or SZSE. The investor may remain exposed to fluctuations in the price of China Connect Securities caused by trading on SSE and/or SZSE during the period when trading of such China Connect Securities is suspended by SEHK.

在聯交所規則規定的若干情況下，及/或在聯交所認為為保護投資者而情況適合並合乎公平、有序的市場利益的情況下，聯交所或聯交所附屬公司（經諮詢聯交所後）可按聯交所可能視為適當的持續時間及頻密次數，暫時中止或限制與中港通證券的所有或任何北向交易有關的所有或部分買賣盤傳遞及相關支援服務。在中港通證券交易被暫停期間，投資者將無法通過中港通買賣中港通證券。尤其，投資者應特別注意，在聯交所暫停中港通證券交易期間，中港通證券有可能能夠在上交所及/或深交所繼續交易。投資者有可能在聯交所暫停買賣中港通證券期間，仍然因為中港通證券在上交所及/或深交所進行買賣而面對其價格波動的風險。

SEHK has absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without advance notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency situations or otherwise. Moreover, SEHK or the SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the China Connect Northbound trading service permanently.

聯交所享有絕對酌情決定權，可由於運作需要、惡劣天氣、緊急情況或其他情況，隨時及無須提前通知而變更中港通服務的運作時間及安排（不論是否為臨時性安排）。此外，聯交所或聯交所附屬公司（須獲得聯交所的同意）可永久停止提供中港通北向交易服務。

Such suspension, restriction or cessation will affect UOBKH(HK)L's ability to accept and process the investor's orders and the investor is advised to refer to the HKEx website and other information published by HKEx for up-to-date information. There can be no assurance that the investor's orders will be accepted or processed, notwithstanding that China Connect Securities may be traded through other channels including, without limitation, by PRC investors on SSE and/or SZSE.

上述暫停、限制或停止將影響大華繼顯接受及處理投資者買賣盤的能力。建議投資者參考香港交易所網站及香港交易所公佈的其他資料，獲得最新信息。儘管中港通證券可透過其他渠道（包括（但不限於）中國投資者透過上交所及/或深交所）交易，但概不保證投資者的買賣盤將能獲得接受或處理。

Further, the SEHK Rules state that, where any H Shares with corresponding A Shares eligible as China Connect Securities are suspended from trading on SEHK but the corresponding A Shares are not suspended from trading on SSE and/or SZSE, the service for routing the China Connect sell orders and China Connect buy orders for such A Shares to SSE and/or SZSE for execution will normally remain available. However, SEHK may, in its discretion, restrict or suspend such service without prior notice and the investor's ability to place sell orders and buy orders may be affected.

另外，聯交所規則規定，如任何 H 股具備合資格為中港通證券的相應 A 股，而暫停在聯交所交易但未暫停在上交所及/或深交所交易該 A 股，則一般仍提供向上交所及/或深交所傳遞該等 A 股的中港通證券買賣盤以供上交所及/或深交所執行之服務。然而，聯交所可自行酌情決定限制或暫停上述服務，不須事先通知，而屆時投資者發出買賣盤的能力可能受到影響。

In addition, the China Connect Market System is a new platform for trading of China Connect Securities under China Connect. UOBKH(HK)L provides trading services based on the China Connect Market System which is operated by SSE and/or SZSE. UOBKH(HK)L is not responsible for any delay or failure caused by the China Connect Market System and investors accept all risks arising from trading China Connect Securities through the China Connect Market System. Neither UOBKH(HK)L nor any Related Person shall be responsible or held liable for any loss or damage directly or indirectly suffered by the investor arising from or in connection with the China Connect Service or the CSC through Northbound trading including, without limitation, the following:

此外，中港通市場系統是中港通項下交易中港通證券的新平台。大華繼顯基於上交所運作的中港通市場系統提供交易服務。大華繼顯不對中港通市場系統導致的任何延誤或失誤負責，而投資者將承擔源自或涉及透過中港通市場系統交易中港通證券的全部風險。對於投資者由於或就中港通服務或 CSC（透過北向交易）蒙受的任何直接或間接損失或損害，大華繼顯或任何相關人士概不負責或被判須負責任，包括（但不限於）以下：

- (a) a suspension, restriction or cessation of the China Connect Service or the CSC, or any inability to access or use the CSC or the China Connect Service;  
暫停、限制或停止中港通服務或 CSC，或不能取覽或使用 CSC 或中港通服務；
- (b) any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency, including but not limited to the cancellation of any or all China Connect orders input by Exchange Participants;  
為處理緊急情況確立的任何特殊安排或採取或未採取的任何行動、步驟或措施，包括（但不限於）交易所參與者取消所輸入的任何或所有中港通買賣盤；
- (c) any suspension, delay, interruption or cessation of trading of any China Connect Securities on SSE and/or SZSE or through SEHK;  
暫停、延遲、中斷或停止在上交所及/或深交所或聯交所交易任何中港通證券；

- (d) any delay, suspension, interruption or order cancellation of any China Connect Securities as a result of the hoisting of a Typhoon Signal No. 8 or above or the issuance of the Black Rainstorm Warning in Hong Kong;  
由於香港懸掛八號或以上颱風訊號或發出黑色暴雨警告導致任何延遲、暫停、中斷或取消中港通證券買賣盤；
- (e) any delay or failure to route any China Connect orders or any delay or failure to send any order cancellation requests or to provide the China Connect Service, due to any system, communication or connection failure, power outage, software or hardware malfunction or other event beyond the control of SEHK, UOBKH(HK)L or any Related Person;  
由於任何系統、通訊或連結失效、斷電、軟件或硬件故障或聯交所、大華繼顯或任何相關人士無法控制的其他事件，而延遲或未能傳遞任何中港通買賣盤，延遲或未能發出任何買賣盤取消請求或提供中港通服務；
- (f) any circumstance in which a China Connect order which a China Connect Exchange Participant has requested to be cancelled is not cancelled for any reason whatsoever;  
在有中港通交易所參與者要求將一中港通買賣盤取消時，因任何原因該買賣盤未獲取消；
- (g) any delay, failure or error of any China Connect Market System or any system upon which the SEHK Subsidiary, UOBKH(HK)L or any Related Person is reliant in providing the China Connect Service; and  
任何中港通市場系統或聯交所附屬公司、大華繼顯或任何相關人士倚賴其提供中港通服務的任何系統的任何延誤、失效或錯誤；及
- (h) any delay or failure to execute, or any error in matching or executing any, China Connect order due to any reason beyond the control of SEHK, HKEx or the SEHK Subsidiary, UOBKH(HK)L or any Related Person (including, without limitation, any action or decision taken or made, or not taken or made, by SSE and/or SZSE, any Regulator or any other relevant governmental or regulatory body).  
基於聯交所、香港交易所或聯交所附屬公司、大華繼顯或任何相關人士無法控制的任何理由（包括（但不限於）上交所及/或深交所、任何規管機關或任何其他相關政府或監管機構採取或作出，或未採取或作出的任何行動或決策），而延遲或未能執行任何中港通買賣盤或中港通買賣盤配對或執行出現任何錯誤。

If there is any delay or failure to send any order cancellation request in any circumstance described in paragraph (e) or (f) above, the investor shall, in the event such order is matched and executed, remain responsible to fulfil any settlement obligations in respect of such transaction.

若有任何上列(e)或(f)段所述情況而導致任何延遲或未能送交任何買賣盤取消請求，如有關買賣盤已獲對盤及執行，則投資者仍須就有關交易完成的任何交收義務負責。

## 26. Operational Hours 運作時間

SEHK has absolute discretion to determine from time to time the operational hours of the China Connect Service, and will have absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without advance notice, whether on a temporary basis or otherwise. UOBKH(HK)L shall not be under any obligation to inform the investor of any such determination by SEHK as to the operational hours of the China Connect Service. Any such change in the operational hours and arrangements with respect to the China Connect Service will affect UOBKH(HK)L's ability to accept and process the investor's orders and generally to provide China Connect Service in a timely manner.

聯交所享有絕對酌情權以不時決定中港通服務的運作時間，及有絕對酌情權隨時更改中港通服務的運作時間及安排，不須臨時或以其他方式事先給予通知。大華繼顯概無義務向投資者通知聯交所就中港通服務運作時間所作的該等決定。中港通服務的運作時間及安排的該等更改，會影響大華繼顯受理及處理投資者的指令並及時提供中港通服務之能力。

Where, for example, there is any price sensitive information relating to a PRC Listco during a time when the China Connect Service is not in operation, the A Shares of the PRC Listco may continue to trade on SSE and/or SZSE and the price of such A Shares may move significantly. In such case, Northbound investors will not be able to trade in such shares until the next available Trading Day under China Connect.

例如，在中港通服務暫停期間，有關於一中國上市公司的價格敏感資料，該中國上市公司的 A 股可能會在上交所及/或深交所繼續買賣，而該 A 股的價格可能會有大幅上落。在該情況下，北向投資者將無法進行該等股份的交易，直至中港通的下一個交易日為止。

## 27. Margin Trading 孖展交易

Subject to certain conditions prescribed by the Regulators, Hong Kong and overseas investors may conduct margin trading in China Connect Securities determined by the relevant Regulators to be eligible for margin trading ("Eligible Margin Trading Securities"). The HKEx will from time to time publish a list of Eligible Margin Trading Securities. SSE and/or SZSE may suspend margin trading activities in any specific A Share if the volume of margin trading activities in such A Share exceeds a threshold determined by SSE and/or SZSE and resume margin trading activities when the volume of margin trading activities drops below a prescribed threshold. Where the SEHK is

notified by the SSE and/or SZSE that a suspension or resumption involves a security on the list of Eligible Margin Trading Securities, the HKEx will disclose such information on its website. In such circumstances, any margin trading (except for margin trading in respect of China Connect Securities buy orders) in the relevant China Connect Security shall be suspended and/or resumed accordingly. SSE and/or SZSE has reserved the right to require (at some point in time) margin trading orders to be flagged as margin trading orders when routed to China Connect. Neither UOBKH(HK)L nor any Related Person shall have any obligation to update the investor in respect of the list of Eligible Margin Trading Securities or any restrictions or suspensions in respect of margin trading from time to time.

受規管機關訂明的若干條件的規限下，香港及海外投資者可就相關規管機關釐定為符合資格進行孖展交易的中港通證券（「合資格孖展交易證券」）進行孖展交易。香港交易所將不時刊發合資格孖展交易證券名單。如任何 A 股的孖展交易額超出上交所及/或深交所訂定的上限，則上交所及/或深交所可暫停有關孖展交易活動，而如其孖展交易額下降至低於訂定的下限，則恢復其孖展交易活動。如聯交所接獲上交所及/或深交所通知，此項暫停或恢復涉及在合資格孖展交易證券名單上的證券，則香港交易所將在其網站上披露有關資料。在上述情況下，有關中港通證券的任何孖展交易將據此暫停及/或恢復（除中港通證券買盤的孖展交易外）。上交所及/或深交所已保留權利（在某個時間）要求在傳遞至中港通時將孖展交易盤標簽為孖展交易盤。大華繼顯或任何相關人士概無任何義務向投資者提供關於合資格孖展交易證券名單，或不時對孖展交易的任何限制或暫停的最新情況。

## 28. Rights Issuances 供股

Where a Hong Kong or overseas investor receives any form of entitlement security from the issuer of a China Connect Security, if such entitlement security:

若香港或海外投資者收到中港通證券發行人任何形式的具備認購權的證券，如有關認購權的證券：

- (a) is a China Connect Security, Hong Kong and overseas investors will be allowed to buy and sell the entitlement security through China Connect;  
為中港通證券，則容許香港及海外投資者透過中港通買賣具備認購權的證券；
- (b) is not a China Connect Security but is a RMB-denominated security listed on SSE/SZSE, Hong Kong and overseas investors may be permitted to sell the entitlement security through China Connect but will not be permitted to buy such entitlement security;  
並非中港通證券，而是在上交所/深交所上市及以人民幣計價的證券，則容許香港及海外投資者透過中港通出售具備認購權的證券，但不得購入該等具備認購權的證券；
- (c) is an SSE-listed/SZSE-listed security but is not traded in RMB, Hong Kong and overseas investors will not be allowed to buy or sell the entitlement security through China Connect. HKEx has stated that SSE/SZSE and SEHK will consult each other to agree on the appropriate treatment of the entitlement security; or  
為上交所/深交所上市證券但並非以人民幣計價，則香港及海外投資者將不得透過中港通買賣該等具備認購權的證券。香港交易所已述明，上交所/深交所及聯交所將透過互相諮詢，就該等具備認購權的證券的合適處理方式達成共識；或
- (d) is not listed on SSE/SZSE, Hong Kong and overseas investors will not be allowed to buy or sell the entitlement security on China Connect unless and until appropriate arrangements (if any) have been provided by HKSCC. It is possible that no such alternative arrangements will be provided.  
並非在上交所/深交所上市的證券，則香港及海外投資者將不得透過中港通買賣該等具備認購權的證券，除非及直至香港結算已提供適當的安排（如有）為止。有可能不會提供該等替代安排。

## 29. Odd Lot Trading 碎股買賣

Odd lot trading in China Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on China Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.

僅出售指令方可進行中港通證券的碎股買賣，且所有碎股必須以單一指令出售。一手買賣單位的指令可與不同的碎股出售指令匹配，從而造成碎股買賣。一手買賣單位與碎股指令在中港通的同一平台上匹配，並享有相同的股價。每次落盤以一百萬股為上限。價格變動單位統一設定為人民幣 0.01 元。

## 30. Deleted 已刪除

## 31. Deleted 已刪除

## 32. PRC-related risks 中國相關風險

Investing in the PRC, an emerging market, involves special considerations and risks, including without limitation greater price volatility, less developed regulatory and legal framework, economic, and social and political instability.

中國是一新興市場。投資於中國涉及特別的考慮和風險，包括（但不限於）較大的價格波動性、較不發達的監管及法律框架，以及經濟、社會及政治的不穩定性。

### 33. Market risk 市場風險

The market value of China Connect Securities and the income from them may go down as well as up. There can be no assurance that the investor will achieve profits or avoid losses from trading China Connect Securities, significant or otherwise. The return the investor receives from China Connect Securities (if any) will fluctuate in response to changes in capital appreciation and/or income relating to such China Connect Securities. Furthermore, China Connect Securities may experience volatility and decline depending on market conditions. Through trading China Connect Securities, the investor is exposed to various forms of risk, including (for example) interest rate risks (risks of falling China Connect Securities values in a rising interest rate market), income risks (risks of falling incomes from China Connect Securities in a falling interest rate market) and credit risk (risk of a default by an issuer of China Connect Securities).

中港通證券的市值及其收益可升可跌，無從保證投資者可從買賣中港通證券中獲利或免招損失，不論損益多少。投資者從中港通證券獲得的回報（如有）將隨著與中港通證券有關的資本增值和/或收益的變動而起落。再者，視乎市況，中港通證券可能會歷經波動和下跌。投資者買賣中港通證券會面對不同形式的風險，包括（例如）利率風險（中港通證券在市場利率上升時跌價的風險）、收益風險（中港通證券在市場利率下跌時收益下跌的風險），以及信用風險（中港通證券的發行人違約的風險）。

### 34. Possible business failure risk 經營失敗的風險

In the current economic environment, global markets are experiencing very high levels of volatility and an increased risk of corporate failures. The insolvency or other corporate failure of any issuer of China Connect Securities may have an adverse effect on the investor's investment. The investor may lose money by investing in China Connect Securities.

在當前的經濟環境下，全球市場正歷經極大的波動，增加了企業經營失敗的風險。中港通證券發行人資不抵債或出現其他方面的經營失敗均可能對投資者的投資造成不利影響。投資者可因為投資中港通證券而出現虧損。

### 35. Equity risk 股票風險

Investing in China Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. However, the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies.

投資中港通證券的回報率可能會高於短期和較長期債務證券。然而，投資中港通證券的相關風險亦可能較高，原因在於投資中港通證券的表現取決於難以預測的因素，該等因素包括市場突然或長期低迷的可能性以及與個別公司有關的風險。

### 36. Dividend risk 股息風險

Whether an issuer of China Connect Securities will pay distributions is subject to such issuer's dividend policy. Dividend payment rates in respect of China Connect Securities may depend on factors including general economic conditions and the financial positions of the relevant issuers. There can be no assurance that any dividends or distributions in respect of China Connect Securities will be declared or paid.

中港通證券的發行人會否進行分派須視乎發行人的派息政策而定。中港通證券的派息率可取決於多項因素，包括普遍經濟狀況以及相關發行人的財務狀況。無法保證將宣派或派付任何中港通證券的股息或分派。

### 37. Liquidity risks 流動性風險

Although China Connect Securities are listed for trading on SSE and/or SZSE and available for trading through SEHK by China Connect, there can be no assurance that an active trading market for China Connect Securities will develop or be maintained. If spreads on China Connect Securities are wide, this may adversely affect the investor's ability to dispose of China Connect Securities at the desired price. If the investor needs to sell China Connect Securities at a time when no active market for them exists, the price the investor receives for his China Connect Securities — assuming he is able to sell them — is likely to be lower than the price received if an active market did exist.

雖然中港通證券在上交所及/或深交所上市買賣，同時亦可通過中港通在香港聯交所買賣，但無從保證中港通證券會形成或維持活躍買賣市場。假如中港通證券的價差大，有可能不利於投資者在理想價位出售中港通證券的能力。假如投資者需要在不存在活躍市場時出售中港通證券，則投資者就中港通證券獲得的價格（假設投資者能夠出售）很有可能低於如活躍市場存在時所獲得的價位。

### 38. General legal and regulatory risk 一般法律及監管風險

The investor must comply with all applicable laws and regulations. Furthermore, any change in any applicable laws and regulations may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. In the worst case scenario, the investor may lose a material part of his investments in China Connect Securities.

投資者必須遵守所有適用的法例及規例。再者，適用法例及規例的任何變更均可能影響市場情緒，繼而影響中港通證券的表現。無法預測該等變更會對中港通證券產生正面或負面影響。在發生最壞的情況時，投資者可能會損失其在中港通證券的大部分投資。

### 39. Currency risk 貨幣風險

The value of RMB against Hong Kong dollars or other foreign currencies may be affected by a wide range of factors. There is no guarantee that RMB will not depreciate. A depreciation of RMB may result in a decrease in the market value of RMB securities and the

realisation price of RMB securities. Non-RMB based investors who are trading in RMB securities may also sustain loss in the event that they subsequently convert any RMB proceeds back to Hong Kong dollars or other base currencies.

人民幣相比港元或其他外幣的價值可能受到多種因素的影響。難以保證人民幣不會貶值。一旦人民幣貶值，人民幣證券的市場價值以及變現價格將可能下跌。對於並非以人民幣為基本貨幣而進行人民幣證券交易的投資者來說，若他們其後將人民幣收益兌換成港元或其他基本貨幣，也可能會蒙受一些損失。

There are also significant restrictions on the remittance of RMB into and out of the PRC. If the issuer of RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. Investors may therefore be exposed to additional foreign exchange risk and liquidity exposures.

對於將人民幣匯出或匯入中國，也存在實質限制。若人民幣證券的發行人由於外匯管制或者其他限制而無法將人民幣匯至香港或者以人民幣進行分派，則發行人可能會以其他貨幣進行分派（包括股息及其他付款的分派）。因此，投資者可能要承受額外的外匯風險及流動性風險。

The liquidity and trading price of China Connect Securities may be adversely affected by the limited availability of RMB outside the PRC and restrictions on the conversion of RMB. These factors may affect the liquidity of RMB for investors and accordingly adversely affect the market demand for China Connect Securities.

中港通證券的流動性及買賣價格可能會因中國境外的人民幣供應有限以及兌換人民幣方面的限制而蒙受不利影響。這些因素都可能影響投資者的人民幣流動性，進而對中港通證券的市場需求造成負面影響。

#### 40. Warning and Termination of service 警告及終止服務

SSE and/or SZSE may request SEHK to require the UOBKH(HK)L to issue warning statements (verbally or in writing) to the investor, and not to extend Northbound trading service to the investor.

上交所及/或深交所或會要求聯交所要求大華繼顯向投資者發出口頭或書面警告，以及不向投資者提供北向交易服務。

#### 41. Exclusion of Liability 免除責任

UOBKH(HK)L, HKEX, SEHK, SEHK Subsidiary, SSE/SZSE and SSE/SZSE Subsidiary and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the investor or any third parties arising from or in connection with Northbound trading or the CSC.

投資者或任何第三方若因為北向交易或中證通而直接或間接蒙受任何損失或損害，大華繼顯、香港交易所、聯交所、聯交所子公司、上交所/深交所及上交所/深交所子公司以及其各自的董事、僱員及代理人概不負責。

#### Risks Associated with the Hong Kong securities and derivatives markets during severe weather conditions ( "Severe Weather Trading" ) 惡劣天氣條件下與香港證券及衍生性商品市場相關的風險 ( "惡劣天氣交易" )

1. Severe Weather Trading ( "SWT" ) refers to the maintenance of normal operations of the Hong Kong securities and derivatives markets during severe weather conditions (where a typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an "extreme conditions" announcement is made by the HKSAR Government). Under SWT, "business day" is defined as any day other than a public holiday, a Saturday, and include the SWT day which is defined as the day which will be operated under the SWT arrangement.

惡劣天氣下維持交易是指在香港天文台發出 8 號或以上颱風信號、黑色暴雨警告或香港特區政府發出「極端情況」公告等惡劣天氣條件下，香港證券及衍生工具市場維持正常運作。在惡劣天氣下交易情況下，「營業日」定義為除公眾假期、星期六以外的任何日子，包括按惡劣天氣下維持交易安排運作的日子，即「惡劣天氣交易日」。

2. Under SWT, Hong Kong' s securities and listed derivatives markets, including Northbound and Southbound Trading under Stock Connect, derivatives holiday trading, and after-hours trading, will continue as normal during severe weather conditions. As a result, UOBKH(HK)L' s margin call policy and forced liquidation are also applicable on a SWT day. The Client is advised to deposit sufficient cash / collateral in advance to avoid the margin call and forced liquidation under such conditions.

在惡劣天氣下維持交易機制，即使遇上惡劣天氣，香港證券及衍生工具市場(包括中華通的北向及南向交易、衍生產品假期交易和收市後交易時段)仍會如常運作。因此，大華繼顯的追繳保證金政策和強制平倉措施同樣適用於惡劣天氣交易日。建議客戶提前存入足夠的現金/抵押品，以避免在此類情況下被追繳保證金和強制平倉。

3. In addition, the Client is also reminded to arrange funding in advance for trading on a SWT day to meet the Client' s trading needs, clearing, settlement or margin obligations (if applicable) in a timely manner because only limited services with certain restriction will be provided during a SWT day which is different from other business days. The Client is advised to understand the services provided during SWT in UOBKH(HK)L' s website for details.

此外，客戶可能需要提前安排資金，以適時滿足在惡劣天氣交易日進行交易、結算或保證金的要求(如適用)。因為有別於其他的營業日，在惡劣天氣交易日，大華繼顯只會提供有限的服務並且有特定的限制。建議客戶詳細了解大華繼顯網站上關於惡劣天氣交易日提供服務的具體信息。