



**Customer Trading Agreement**  
客户交易协议  
**(Margin Account)**  
(按揭账户)

**Individual / Joint Account**  
个人 / 联名账户  
  
(只供参考之用)

**CSC SECURITIES (HK) LIMITED**

群益证券(香港)有限公司

### **RISK OF SECURITIES TRADING**

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

### **RISK OF MARGIN TRADING**

*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 the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop limit” 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 shall 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 financial arrangement is suitable in light of our financial position and investment objectives*

#### **证券买卖交易的风险**

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

#### **保证金买卖的风险**

藉存放抵押品而为交易取得融资的亏损风险可能极大。本人 / 吾等蒙受的亏蚀可能会超过本人 / 吾等存放于有关持牌人或注册人作为抵押品的现金及任何其它资产。市场情况可能使备用交易指示，例如“止蚀”或“限价”指示无法执行，本人 / 吾等可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如本人 / 吾等未能在指定的时间内支付所需的保证金款额或利息，本人 / 吾等抵押品可能会在未经本人 / 吾等的同意下被出售。此外，本人 / 吾等将要为本人 / 吾等的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，本人 / 吾等应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合本人 / 吾等。

<b><u>Content</u></b>	<b><u>目录</u></b>	<b><u>页数</u></b>
1. The Account	账户	1
2. Laws and Rules	规则及规例	2
3. Transactions	交易	3
4. Deposition of Securities	处置证券	5
5. Cash held for me / us	代本人 / 吾等保管的现金	6
6. Financial Accommodation	财务通融	6
7. Risk Disclosure Statement	风险披露声明	7
8. Personal Data	个人资料	11
9. General	一般条款	12
10. Acknowledgement	确认	13
11. Governing Law	管辖之法律	14
Signed Page	签署版	15
Standing Authority – Repledge Securities Collateral	常设授权-证券抵押品再质押	16
Customer Information Statement	客户数据表格	17

**This is an important document. Please read and understand the whole booklet and then sign on the Page 15, 16, 19 and 20.**

此乃重要文件，敬请阅读及明了整部小册子，然后在第 15、16、19 及 20 页签署。

# CUSTOMER TRADING AGREEMENT 客户交易协议

(Margin Account 按揭账户)

(Individual 个人/Joint 联名)

To: CSC Securities (HK) Limited

Registered with the Securities and Futures Commission (“SFC”) as a licensed corporation (CE Number ACC324) for Type 1 and Type 2 regulated activities and an exchange participant of The Stock Exchange of Hong Kong Limited (“SEHK”)  
Unit 3204-07, 32/F, Cosco Tower, Grand Millennium Plaza, No. 183 Queen’s Road Central, Hong Kong

致: 群益证券(香港)有限公司

为证券及期货事务监察委员会 (“证监会”) 注册为持牌法团 (CE 编号 **ACC324**) 专营第 1 及 2 类受规管活动及香港联合交易所有限公司 (“联交所”) 的参与者  
香港皇后大道中 183 号新纪元广场中远大厦 32 楼 3204-07 室

I/We (particular as set out in the Customer Information Statement) request you to open and operate one or more margin account (the “Account”) for dealing and/or trading in securities with financial accommodation on the following terms and conditions

本人 / 吾等 (详细数据列于客户数据表格) 要求 贵公司根据下列条款及条件以本人 / 吾等之名义开立和使用一个或多个按揭账户 (“账户”) 以进行财务通融证券交易及/或买卖:

## 1. THE ACCOUNT (账户)

1.1 I/We hereby confirm that the information provided in this Agreement and in the Customer Information Statement is complete and accurate in all respects. I/We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of me/us.

本人 / 吾等确认本协议及「客户数据表格」中所载数据均属完整及正确。本人 / 吾等承诺及保证倘若该等数据有任何重要变更, 本人 / 吾等将会立即以书面通知 贵公司。本人 / 吾等特此授权贵公司对本人 / 吾等之信用进行查询, 以核实本人 / 吾等之财政状况及投资目标。

1.2 You will keep information relating to the Account(s) confidential, but may provide any such information to the relevant exchanges and the SFC to comply with their requirements or requests for information.

贵公司会对本人 / 吾等账户有关资料予以保密, 但根据证监会及有关交易所的规定或应其要求, 贵公司将以该等资料提供予证监会及有关交易所。

1.3 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account and no one other than me/us has any interest in the Account.

本人 / 吾等现声明本人 / 吾等是该账户之最终受益人及唯一拥有该账户之人士。

1.4 I/We admit that you may in the course of business possess information relating to securities and agree that you shall have no duty to disclose to me/us any such information.

本人 / 吾等承认 贵公司于业务中可能持有关于个别证券之数据。本人 / 吾等同意 贵公司并无责任向本人 / 吾等披露任何有关资料。

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

倘 贵公司的业务有重大变更, 并且可能影响 贵公司为本人 / 吾等提供的服务, 贵公司将会通知本人 / 吾等。

1.6 If the Account is owned by more than one person, the liabilities of us shall be joint and several. The liabilities of a deceased or incapacitated joint account holder shall cease only with regard to transactions made subsequent to the receipt by you.

倘账户包括多于一位人士, 则上述每一位人士须共同及个别承担作为账户的责任。若其中任何一位联名账户人士或合伙人辞世或不适合人士, 在 贵公司已收到有关死亡或不适合人士的书面通知

的情况下，该位辞世或不适合（视情况而定）的人士，便无需承担其后的交易之责任。

1.7 If the Account is joint account, I/we hereby declare that the account is a joint account with right of survivorship. In the event of death of any of joint account holders, the estate of the deceased joint account holder or the surviving joint holder(s) shall immediately notify you in writing of the relevant death and shall produce and deliver to you true copies of such proofs of death, tax waiver and such other documents as you may in its sole discretion require.

每一位联名账户持有人现声明该账户是联名账户享有生存者得权。倘若其中一人去世，遗产继承人或账户生存者须立即以书面通知 贵公司有关死讯及提交死亡证及宽免税项文件等之正本， 贵公司亦有完全酌情权要求其它有关文件的正本。

1.8 Each of joint account holders shall have the authority to exercise all the rights, power and discretion hereunder and to deal with you as if each of us alone was the holder of the Account without notice to the other. You may follow the instructions of any of us concerning the Account and shall not be obliged to inquire into or see to the application of any monies or properties between the joint account holders.

每一位联名账户的持有人，在毋须通知其它联名账户人的情况下，均有权行使所有本协议内的权利、权力及酌情权，及与 贵公司协商。在这情况下， 贵公司可根据任何位联名账户持有人有关该 口的指示，而毋须向其它联名账户持有人作出查询或介定有关联名账户持有人之间的任何财产分配。

1.9 Each of the joint account holders agrees to be bound by this Agreement notwithstanding that any person intend to sign or to be bound by this Agreement may not to be or be bound and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the undersigned (whether or not the deficiency is known to you).

尽管任何准备签署本协议或准备受本协议约束的人士不可以签署或不受本协议之约束，及尽管本协议对任何一位或多位签署者无效或有不可执行的情况，不论 贵公司是否知悉此问题，每一位联名账户持有人均同意接受本协议之约束本人 / 吾等。

1.10 I/We hereby irrevocably direct you to set-off and withhold from and apply any securities, receivable and monies held in or for the Account against all actual or contingent liability incurred by you including any liability to pay the purchased securities and other expense to any third party.

本人 / 吾等不得撤回指示 贵公司将本人 / 吾等在 贵公司之账户内的任何证券、应收款项或其中持有之现金进行抵销及扣留，作为抵销本人 / 吾等在 贵公司之账户一切实际或或有负债，包括支付买入证券及向第三者支付的费用。

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

尽管本协议的任何规定， 贵公司有绝对酌情权于任何时间结束账户，而毋须提出任何理由，亦毋须对本人 / 吾等以终止本协议而结束账户责任。

## **2. LAWS AND RULES (规则及规例)**

2.1 All transactions in securities which you effect on my/our instructions or on my/our behalf ("Transaction(s)") shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including SEHK Rules, CCASS Rules and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All actions taken by you in accordance with such laws, rules, regulations, directions, customs and usages shall be binding on me/us.

所有代本人 / 吾等进行的证券交易，将受不时修订有关交易所之宪章、规则、附件、习俗及惯例，包括联交所规则、中央结算系统规则、有关法例及适用于有关交易所的司法区所有法律约束。 贵公司根据该等法律、规则、规例及指示而采取的所有行动均对本人 / 吾等具有约束力。

2.2 In the event that you or your associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and I/we thereby suffer a pecuniary loss, I/we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor

Compensation Fund in full, in part or at all.

For Transaction(s) which are effected in an exchange other than the recognized stock market, I/we acknowledge and accept that the valid claims in the event of any default on the part of you or your associated person will be subject to the rules of the relevant exchange.

若 贵公司或 贵公司之相联人士所犯的违责是关于任何在或将会在认可证券市场上市或交易而犯的及该等证券的有连系资产而犯的，以致本人 / 吾等蒙受金钱上的损失，本人 / 吾等知悉并接纳其投资者赔偿基金所承担的法律責任只限于(证券及期货条例)及有关附属法例内所规定的有效索偿，并须受制于(证券及期货(投资者赔偿-赔偿限额)规则)内所订的金额上限，因此不能保证本人 / 吾等在因该等违责而蒙受的任何金钱损失，可以从投资者赔偿基金中获得全数、部分或任何赔偿。

就一切在认可证券市场以外之交易所进行的证券买卖，若 贵公司或其相联人士所犯的违责，本人 / 吾等知悉并接纳有效索偿将受有关交易所的规则约束。

### **3. TRANSACTIONS (交易)**

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

除非 贵公司（在有关交易的成交单或其它合约单据内）表示 贵公司以自己本身名义进行交易外，否则 贵公司将以本人 / 吾等之代理人身份进行交易。

3.2 I/We acknowledge and agree that I/we shall be solely responsible for the Transactions and neither you nor any of the directors, officers or employees of your Group shall be liable to me/us, or to any other person claiming under or through me/us, for any claim made with respect to the receipt and execution of any such Transactions.

本人 / 吾等承认及同意本人 / 吾等须单独负责所有交易指令，而 贵公司及任何 贵公司之董事、高级职员及雇员或集团均不须就接获及执行任何该等指令对本人 / 吾等或任何其它经本人 / 吾等索偿的人士负责。

3.3 I/We understand and agree that you may monitor or record any of my/our telephone conversations in order to verify the instructions given by me/us or my/our Authorized Person.

本人 / 吾等明白及同意 贵公司可以监听或记录本人 / 吾等与 贵公司之电话谈话内容以供贵公司核实本人 / 吾等或任何授权人之指示。

3.4 You shall have an absolute discretion to accept or refuse any orders or the execution of any orders and shall not be obliged to give any reason for such refusal.

贵公司有绝对酌情权接纳或拒绝任何指令或执行任何指令，而毋须就此给与任何理由。

3.5 I/We acknowledge and agree that you and your Group's directors, officers, employees and agents shall not responsible or liable for any loss suffered or which may be suffered by me/us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本人 / 吾等确认及同意 贵公司及 贵集团之董事、高级职员、雇员及代理人毋须对 贵公司任何指示及落盘在传递及通讯上的延误、无效及错漏而产生之损失承担任何责任，此损失由本人 / 吾等承担。

3.6 I/We acknowledge that all Transactions effected by you pursuant to my/our instructions is a result of my/our judgment and decision and not result from your selection or advice.

本人 / 吾等确认由 贵公司根据本人 / 吾等指示进行所有证券交易是根据本人 / 吾等自己的判断及决定作出，而并非基于 贵公司之选择或建议而进行交易。

3.7 On all Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the exchange from time to time, all applicable stamp duties, bank charges, fees, investor compensation fund levy and other expenses. You may deduct such commissions, charges, levies duties, fees, investor compensation fund levy and expenses from the Account.

就所有交易而言，每当 贵公司通知本人 / 吾等之交易佣金和收费，本人 / 吾等同意须向 贵公司支付以及缴付交易所不时征收的适用征费，并缴纳所有有关交易的适用印花税、银行收费、费用、投资者赔偿基金征费及其它支出。 贵公司可以从账户中扣除该等佣金、收费、征费、税项、费用、投资者赔偿基金征费及支出。

3.8 If I/we reside or give any orders to you outside Hong Kong, I/we agree to ensure and represent that

such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given. I/We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.

倘本人 / 吾等住处或向 贵公司发出任何指令的地点为香港以外的地方, 本人 / 吾等同意确保及表明该等指令之发出将遵从于本人 / 吾等发出指令的有关司法管辖区的任何及一切适用法律。本人 / 吾等进一步同意于被要求时偿付 贵公司可能因本人 / 吾等之住处或发出指令地点在香港以外的地方而引致 贵公司蒙受的任何索偿、索求、法律诉讼、费用及支出。

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

- pay you cleared funds or deliver to you securities in deliverable form (as the case may be); or
- otherwise ensure that you have received such funds or securities

by such time as you have notified me/us in relation of that Transaction.

If I/we fail to do so, you may without any liability on your part, where applicable, sell the purchased securities and/or any other securities which you are already holding on my/our behalf to satisfy my/our obligations to you or borrow and/or purchase securities in order to settle the Transaction.

就每一宗交易, 除另有协议外或除非 贵公司已代本人 / 吾等持有所属现金或证券供交易交收之用, 否则本人 / 吾等将会在 贵公司交易通知的期限之前

- 向 贵公司交付可实时动用的现金或可以交付的证券 (视情况而定); 或
- 以其它方式确保 贵公司收到该等资金或证券。

倘本人 / 吾等未能这样做, 贵公司可以毋须负上任何责任下 (于适当情况下) 出售或借入或买入证券代本人 / 吾等偿还本人 / 吾等对 贵公司的责任。

3.10 I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our purchase securities in order to settle the Transaction.

本人 / 吾等将会负担 贵公司及索求即偿付 贵公司因本人 / 吾等未进行交收而引起的任何损失、费用及开支。

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

就买入交易而言, 倘卖方经纪未能于交收日内交付证券, 导致 贵公司须买入证券进行交收, 本人 / 吾等毋须为买入该等证券的费用向 贵公司负责。

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

倘沽盘是有关非由本人 / 吾等拥有的证券, 即涉及卖空交易, 本人 / 吾等将会通知 贵公司。

3.13 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/us written notice to the contrary within seven (7) days. Any notice, statement, confirmation or other communication shall be deemed to have been received (a) if hand delivered, when delivered (b) if given by registered post, two days after the same has been posted or (c) if given by fax, at the same time it is dispatched.

于任何通告、账单、确认书或其它通讯所指或提及之每一项交易须被视为正确及经由本人 / 吾等确认, 除非 贵公司于七天内接获本人 / 吾等所作之相反的书面通知。任何通告、账单、确认书或其它通讯, 若 (a) 以专人速递, 在递送当日; (b) 以挂号邮件传递, 在投递当日起计两日; 或 (c) 以传真传递, 在发出时, 将被视为已经收妥。

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

在无显然的错误出现下, 每一张账户账单之中之款项须为最终的借方或贷方结存, 对本人 / 吾等均具约束力。

3.15 If you enter into any Transaction on behalf of me/us in a currency other than the currency in which the Account is denominated then:

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for my/our Account and risk.
- when such Transactions are sold, set off or otherwise liquidated, you may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by you on the basis of the then prevailing market rates of exchange for such foreign currency.

如 贵公司代表本人 / 吾等以账户货币之外的任何交易施行货币, 届时:

- 所有因为该货币的汇率波动而带来的利润或损失均属于本人 / 吾等, 而本人 / 吾等须承担有关风险及
- 当出售、抵销或偿付此交易, 贵公司将有全权将交易施行货币以市场的兑换率为基础兑换, 并入帐到本人 / 吾等账户。

3.16 I/We should make the necessary enquiries and be fully aware of the characteristics, trading and settlement arrangement, and fee and commission of the Transaction before placing such orders.

在落盘前, 本人 / 吾等须查询及完全明瞭其证券交易之特点、交易及结算之安排和收费及佣金等。

3.17 As you instruct a third party to deal in securities on my/our behalf on any exchanges, for the avoidance of doubt, I/we expressly consent to your sharing of commission, or the receipt of rebates, or such other amounts relating to such transactions or contracts with those persons as you think fit, subject to applicable laws, rules and regulations.

若 贵公司指示第三者以本人 / 吾等名义于交易所买卖股票, 为免疑义, 本人 / 吾等同意 贵公司下摊分佣金、收取退款、或接受其它费用, 每当 贵公司认为在合于法令规定下适当之与该项交易之款项。

#### **4. DEPOSITION OF SECURITIES (处置证券)**

4.1 Any securities collateral which are held by you of safekeeping may, at your discretion:

- (in the case of registrable securities) be registered in your name or in the name of your associated entities; or
- be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained by you or your associated entity for the purpose of holding my/our securities collateral.

由 贵公司寄存妥为保管的任何证券抵押品, 贵公司可以酌情决定:

- 如属可注册证券, 以 贵公司名义或以 贵公司之联系实体名义注册; 或
- 存放于 贵公司的独立户口作稳妥保管, 而该户口是指定为信托户口或客户户口并以 贵公司或 贵公司之联系实体名义开立及维持, 其目的是为本人 / 吾等持有证券抵押品。

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

倘证券抵押品未以本人 / 吾等的名义注册, 贵公司于收到该等证券抵押品所获派的任何股息或其它利益时, 须按本人 / 吾等与 贵公司的协议记入本人 / 吾等的账户或支付予或转账予本人 / 吾等。倘该等证券抵押品属于 贵公司代客户持有较大数量的同一证券的一部份, 贵公司有权按本人 / 吾等所占的比例分配该等证券利益。

4.3 I/We acknowledge and agree that all securities held for the Account shall be subject to a general lien in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us.

本人 / 吾等明白及同意本人 / 吾等账户内证券均受制于 贵公司的全面留置权, 以确保本人 / 吾等履行对 贵公司代本人 / 吾等进行证券买卖而产生的责任。

4.4 I/We expressly authorize that you has the right without notice to me/us to dispose the securities collateral of me/us for the purpose of settling any liability owed by me/us to you or your associated entity.

本人 / 吾等明确授权 贵公司以解除本人 / 吾等对 贵公司或 贵公司之联系实体所负的法律 责任下, 贵公司有权而毋须通知本人 / 吾等代表本人 / 吾等处置证券抵押品。

4.5 I/We expressly authorize that you has the right without notice me/us to deposit my/our securities collateral in question with any authorized financial institution as collateral for financial accommodation to you or to deposit my/our securities collateral in question with a recognized clearing house or with another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities. This authority shall be for a period of up to 12 months and may be renewed for subsequent periods of 12 months either with my/our written consent or if I/we do not object to renewal within 14 days of receipt of a written notice from you given at least 14 days prior to the expiry of the authority. You shall give a written confirmation of the renewal of the authority within confirmation of the renewal of the authority within one week after the expiry of the previous authority. This authority may be revoked at any time by me/us pursuant to the terms of paragraph 9.1 below.

本人 / 吾等明确授权 贵公司在毋须通知本人 / 吾等下将本人 / 吾等的任何有关证券抵押品存于认可财务来机构, 作为提供 贵公司的财务通融的抵押品或将本人 / 吾等的任何有关证券抵押品存于认可结算所或另一获发牌或获注册进行证券交易的中介人作为解除 贵公司在交收上的义务和清偿 贵公司在交收上的法律责任的抵押品。此授权书将维持有效 12 个月或不多于 12 个月并可于下列情况予以续期, 每次续期可有效 12 个月: 本人 / 吾等以书面形式同意续期; 或 贵公司于授权书有效期届满前不少于 14 日向本人 / 吾等发出书面通知, 而本人 / 吾等于此到通知后 14 日内未有提出反对续期。 贵公司须于前一份授权书失效后一星期内以书面形式确认授权书的续期。本人 / 吾等可根据下文第 9.1 段随时撤销此授权书。

## 5. CASH HELD FOR ME/US (代本人 / 吾等保管的现金)

5.1 I/We agree that you will be entitled to receive for your own account benefit all sum derived by way of interest from the payment into and retention of

- all amounts in any trust account and
- all amounts received for or on account of me/us for the purchase of securities in any trust account maintained by you under Section 149 of Securities and Futures Ordinance.

I/We hereby expressly waive any or all rights, claim and entitlements to such interest.

本人 / 吾等同意 贵公司有权为本身利益收取 贵公司付入或保留于

- 任何信托账户中之全部款项及
- 贵公司按证券及期货条例第 149 条开设之任何信托账户中为本人 / 吾等购买证券

而收取之全部款项所产生之全部利息数额。本人 / 吾等现明确地放弃在该利息数额上全部权利、索偿及享有权。

5.2 I/We expressly authorize you to accept and act to (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission, telex means regarding payment or transfer of fund from my/our Account to my/our bank account stated in the Customer Information Statement upon my/our payment or transfer instruction.

本人 / 吾等谨此授权 贵公司接纳及行事 (贵公司毋须强迫行事) 任何指示无论口头或书面经电话、电传、电报媒介有关提款或转账款项, 由本人 / 吾等在 贵公司之账户转账或提款至本人 / 吾等在客户数据表格中的指定银行户口。

## 6. FINANCIAL ACCOMMODATION (财务通融)

6.1 I/We acknowledge and accept that the financial accommodation with revolving you grant to me/us should be secured by deposits or margin in cash, stock or such other securities acceptable to you as collateral. You shall have the absolute discretion to determine the value of such securities collateral and to alter the financial accommodation from time to time.

本人 / 吾等现明白及接纳 贵公司提供循环财务融资额, 但须符合 贵公司认可接纳之抵押品, 如现金、股份或其它证券作抵押的按金或保证金。 贵公司可根据接纳之证券抵押品授予本人 / 吾等财务通融, 并拥有自行酌情权决定该等抵押品的价值。



6.2 You may at any time, at your absolute discretion, impose a loan limit on the financial accommodation, which shall be subject to alternation from time to time. At all time, my/our loan outstanding owing to you shall not exceed the value of such securities collateral maintained with you or such loan limit.

贵公司有绝对酌情权对本人 / 吾等的财务通融设置贷款额及对该限额作出不时之修改。无论何时, 本人 / 吾等未偿还之债项不得超过 贵公司所持有抵押品之价值或此贷款额。

6.3 I/We further acknowledge that you may make a margin call, either orally or in writing, and specify therein the period within which such margin call must be met and I/we hereby agree and undertakes to pay or provide to you such sums or equivalent securities collateral upon demand by you.

本人 / 吾等再声明 贵公司可能以口头或书面形式发出催缴保证金通知及履行之期限, 本人 / 吾等亦同意及 诺必须在履行期限前, 提供 贵公司该催缴保证金或等值之证券抵押品。

6.4 I/We further acknowledge that you has the right at your discretion without notice me/us to dispose securities collateral in my/our Account in respect of which any margin call is not met in accordance with paragraph 6.3 above.

本人 / 吾等再声明当本人 / 吾等未能在本条款第 6.3 条款所订明的期限前缴足催缴保证金, 贵公司有权而毋须通知本人 / 吾等处置本人 / 吾等账户的证 抵押品。

6.5 Any delay or failure by you to make a margin call shall not constitute a waiver of your right to do so at any time thereafter, nor shall it create any liability of you to me/us.

当 贵公司未有或延迟作出催缴保证金, 并不构成对该等权利的放弃, 亦不导致 贵公司对本 人 / 吾等产生任何责任。

6.6 I/We acknowledge and accept that market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” 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.

本人 / 吾等再声明及接纳市场情况可能使备用交易指示, 例如 “止损” 或 “限价” 指示无法执行, 本人 / 吾等可能会在短时间内被要求存入额外的催缴保证金, 本人 / 吾等的证券抵押品可能会在未经本人 / 吾等的同意下被出售。此外, 本人 / 吾等将要为本人 / 吾等的账户内因此而出现的任何短欠数额及需缴付的利息负责。

6.7 I/We hereby agree to pay interest on the outstanding principal balance (including arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time. Interest will be payable monthly in arrears on the last business of each month.

本人 / 吾等现同意就未偿贷款本金(包括对本人 / 吾等裁定的欠付债务所引起的利息), 按 贵公司不时通知本人 / 吾等的利率及其它条款支付利息。到期未付之利息应在每月最后之营业日支付。

## **7. RISK DISCLOSURE STATEMENT (风险披露声明)**

### **7.1 Risk of securities trading (证券交易的风险)**

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

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

### **7.2 Risk of trading Growth Enterprise Market Stocks(买卖创业板股份的风险)**

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

I/We should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

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

gazetted newspapers.

I/We should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

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

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

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

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

### 7.3 Risk of providing an authority to repledge my/our securities collateral etc.(提供将本人 / 吾等的证券抵押品等再质押的授权书的风险)

There is risk if I/we provide the licensed or registered person 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 discharge and satisfaction of its settlement obligations and liabilities.

If my/our securities or securities collateral are received or held by the licensed or registered person in Hong Kong. The above arrangement is allowed only if I/we consent in writing. Moreover, unless I/we am/are a professional investor, my/our authority specify the period for which it is current and be limited to not more than 12 months. If I/we am/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 the licensed or registered person 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 then existing authority.

I/We am/are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to me/us the purpose 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 the licensed or registered person 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.

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 to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

向持牌人或注册人提供授权书,容许其按照某份证券借贷协议书使用本人 / 吾等的证券或证券抵押品,将本人 / 吾等的证券抵押品再质押以取得财务通融,或将本人 / 吾等的证券抵押品在放为用以履行及清偿其交收责任及债务抵押品,存在一定风险。

假如本人 / 吾等的证券或证券抵押品是由持牌人或注册人在香港收取或持有的,则上述安排仅限于本人 / 吾等已就此给予书面同意的情况下方行有效。此外,除非本人 / 吾等是专业投资者,本人 / 吾等的授权书必须指明有效期,而该段有效期不得超逾 12 个月。若本人 / 吾等是专业投资者,则有关限制并不适用。

此外,假如本人 / 吾等的持牌人或注册人有关授权的期限届满前最少 14 日向本人 / 吾等发出有关授权将被视为已续期的提示,而本人 / 吾等对于在有关授权的期限届满前以此方式将该授权延续不表示反对,则本人 / 吾等的授权将会在没有本人 / 吾等的书面同意下被视为已续期。

现时并无任何法例规定本人 / 吾等必须签署这些授权书。然而,持牌人或注册人可能需要授权书,以便例如向本人 / 吾等提供保证金贷款或获准将本人 / 吾等的证券或证券抵押品借出予第三方或作为抵押品存放于第三方。有关持牌人或注册人应向本人 / 吾等阐释将为何种目的而使用授权书。

倘若本人 / 吾等签署授权书, 而本人 / 吾等的证券或证券抵押品已借出予或存放于第三方, 该等第三方将对本人 / 吾等的证券或证券抵押品具有留置权或作出押记。虽然有关持牌人或注册人根据本人 / 吾等的授权书而借出或存放属本人 / 吾等的证券或证券抵押品须对本人 / 吾等负责, 但上述持牌人或注册人的违规行为可能会导致本人 / 吾等损失本人 / 吾等的证券或证券抵押品。

大多数持牌人或注册人均提供不涉及证券借贷的现金账户, 假如本人 / 吾等毋须使用保证金贷款, 或不希望本身证券或证券抵押品被借出或遭抵押, 则切勿签署上述授权书, 并要求开立该等现金账户。

#### 7.4 Risk of margin trading(保证金买卖的风险)

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 the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” 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 financial arrangement is suitable in light of my/our financial position and investment objectives.

藉存放抵押品而为交易取得融资的亏损风险可能极大。本人 / 吾等所蒙受的亏蚀可能会超过本人 / 吾等存放于有关持牌人或注册人作为抵押品的现金及任何其它资产。市场情况可能使备用交易指示, 例如“止蚀”或“限价”指示无法执行, 本人 / 吾等可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如本人 / 吾等未能在指定的时间内支付所需的保证金款额或利息, 本人 / 吾等抵押品可能会在未经本人 / 吾等的同意下被出售。此外, 本人 / 吾等将要为本人 / 吾等的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此, 本人 / 吾等应根据本身的财政状况及投资目标, 仔细考虑这种融资安排是否适合本人 / 吾等。

#### 7.5 Risk of client assets received or held outside Hong Kong(在香港以外地方收取或持有的客户资产的风险)

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such my/our assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或注册人在香港以外地方收取或持有的客户资产, 是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与(证券及期货条例)(第 571 章)及根据该条例制订的规则可能有所不同。因此, 有关本人 / 吾等资产可能不会享有赋予在香港收取或持有的客户资产的相同保障。

#### 7.6 Risk of providing an authority to hold mail or to direct mail to third party(提供代存邮件或将邮件转交第三方的授权书的风险)

If I/we provide you with an authority to hold mail or to direct mail to third parties, it is important for me/us to 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.

假如本人 / 吾等向 贵公司提供授权书, 允许 贵公司代存邮件或将邮件转交予第三方, 那么本人 / 吾等便须尽速亲身收取所有关于本人 / 吾等账户的成交单据及结单, 并加以详细阅读, 以确保可及时侦察到任何差异或错误。

#### 7.7 Risk of trading NASDAQ-AMEX securities at The Stock Exchange of Hong Kong Limited(在香港联合交易所有限公司买卖纳斯达克—美国证券交易所证券的风险)

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. I/We should consult the licensed or registered person and become familiarized 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.

按照纳斯达克—美国证券交易所试验计划(“试验计划”)挂牌买卖的证券是为熟悉投资技巧的投资者而设的。本人 / 吾等在买卖该项试验计划的证券之前, 应先咨询有关持牌人或交易商的意见和熟悉该项试验计划。本人 / 吾等应知悉, 按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

#### 7.8 Risk on deposit and securities (存放的现金及证券的风险)

I/We should familiarize myself/ourselves with the protections given to money or other securities my/our deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which I/we may recover my/our money or securities may be governed by specific legislation or local rules. In some jurisdictions, securities which had been specifically identifiable as my/own own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果本人 / 吾等为在本地或海外进行的交易存放款项或其它证券, 本人 / 吾等应了解清楚该等款项或证券会获得那些保障, 特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或证券一事, 可能须受限于具体法例规定或当地的规则。在某些司法管辖区, 收回的款项或证券如有不足之数, 则可认定属于本人 / 吾等的证券将会如现金般按比例分配予本人 / 吾等。

#### 7.9 Risk on commission and other charges(佣金及其它收费的风险)

Before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we shall be liable. These charges will affect my/our profit (if any) or increase my/our loss.

在开始交易之前, 本人 / 吾等先要清楚了解本人 / 吾等必须缴付的所有佣金、费用或其它收费。这些费用将直接影响本人 / 吾等可获得的净利润 (如有) 或增加本人 / 吾等的亏损。

#### 7.10 Risk on electronic trading(电子交易的风险)

Trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we 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 my/our order is either not executed according to my/our instructions or is not executed at all.

透过某个电子交易系统进行买卖, 可能会与透过其它电子交易系统进行买卖有所不同。如果本人 / 吾等透过某个电子交易系统进行买卖, 便须承受该系统带来的风险, 包括有关系系统硬件或软件可能会失灵的风险。系统失灵可能会导致本人 / 吾等的买卖盘不能根据指示执行, 甚或完全不获执行。

#### 7.11 Risk on terms and conditions of contracts(合约的条款及细则)

I/We should ask the firm with which I/we deal about the terms and conditions of each securities which I/we am/are trading and associated obligations (e.g. the circumstance under which I/we may become obliged to make or take delivery of the underlying interest of each securities). Under certain circumstances the specifications of outstanding securities may be modified by the exchange or the listed companies to reflect changes in the underlying interest.

本人 / 吾等应向替本人 / 吾等进行交易的商号查询所买卖的有关每一证券的条款及细则, 以及有关责任(例如在什么情况下本人 / 吾等或会有责任就证券的相关资产进行交收)。交易所或上市公司在某些情况下, 或会修改现有证券细则, 以反映该证券相关资产的变化。

#### 7.12 Risk on transactions in other jurisdictions(在其它司法管辖区进行交易的风险)

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

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

#### 7.13 Risk on instructions by facsimile(电传指示的风险)

I/We should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach to you and may thereby become known to third parties thus losing their confidential nature. You have no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

本人 / 吾等已考虑电传指示可能产生的风险，例如电传签署可能被伪造及指示可能传送至错误号码，以至未能送达 贵公司及第三者可能由此知道机密数据， 贵公司毋须就此电传事故、事务、索偿、亏损及诉讼费负上任何责任。

## 8 PERSONAL DATA (个人资料)

8.1 I/We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance, which regulate your use of personal data concerning me/us. I/We confirm that the information set out in the Customer Information Statement is complete, true and correct. I/We undertake to promptly inform you in writing of any changes to that information. You are also authorized at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers and any credit agency.

本人 / 吾等确认 贵公司是根据个人资料（私隐）条例监管下使用本人 / 吾等之有关数据。本人 / 吾等亦确认「客户数据表格」所载数据均属完整、真实及正确。倘该等数据有任何变更，本人 / 吾等将会迅速的以书面通知 贵公司。本人 / 吾等特此授权 公司于任何时对本人 / 吾等的信用进行查询，及与包括本人 / 吾等的银行、经纪或任何信贷机构联络以核实所提供的的数据。

8.2 You will keep information relation to the Account confidential, but may provide any such information to the relevant exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or your Group.

贵公司将会对本人 / 吾等账户的有关资料予以保密，但 贵公司可以根据有关交易所、证监会及任何其它监管机构的任何适用的法律或规例或应其要求，将该等数据提供予有关交易所、证监会、任何其它监管机构及 贵集团。

8.3 The purpose for which data relating to me/us may be used are as follow:

- opening, administering and continuation of my/our Account;
- the daily operation of the loan facilities provided to me/us;
- making lending and credit analysis decision;
- conducting credit checks and ensuring ongoing credit worthiness of me/us;
- determining the amount of indebtedness owed to or by me/us;
- recovering of any monies owed from or liabilities incurred by me/us and those providing security for my/our obligations;
- meeting the requirements, including the requirement to make disclosure, under of any law, rules or regulations binding on you or your Group; and/or
- for purposes of relating or incidental thereto.

本人 / 吾等数据可能会用于以下各方面：

- 开立、处理及延续账户；
- 向本人 / 吾等提供信贷金额的日常运作；
- 信贷分析；
- 信贷检查及确证本人 / 吾等有良好信用；
- 确定 贵集团与本人 / 吾等相互间之债务；
- 向本人 / 吾等或其担保人追收欠款；
- 根据贵集团须遵守的条例而作出披露；及
- 与上述有关的其它用途。

8.4 Data held by you or your Group relating to me/us will be kept confidential but you or your Group may provide, transfer, disclose or exchange such personal data to:

- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to you or your Group in connection with the operation of its or their business;

- any other person under a duty of confidentiality to you or your Group, including a group company of your Group, which has undertaken to keep such information confidential;
- any bank or financial institution with which I/we have or propose to have dealing;
- any actual or proposed assignee of you or your Group or participant or sub-participant or transferee of your Group's rights in respect of me/us;
- any legal, accounting or professional person, firm or body; and
- any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

贵公司或集团会把本人 / 吾等数据保密，但可能会将其数据提供与：

- 任何代理人、承包商、或者行政、电讯、计算机、支付或证券结算或其它与 贵公司成集团业务运作上提供有关服务的第三者；
- 任何对 贵公司或集团有保密责任的人，包括同一集团内对集团有保密承诺的公司；
- 任何与本人 / 吾等有或将有交易的财务机构及银行；
- 任何 贵公司或集团的实质或建议受让人，或参与人或附属参与人或 贵公司或集团对客户权益的受让人；
- 任何律师、会计师及专业人士；及
- 政府（包括所有海外的政府部门）、法庭及其它监管机构。

8.5 I/We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, I/we have the right to:

- check whether you hold data about me/us and the right of access to such data;
- require you to correct any data relating to me/us which is inaccurate;
- ascertain your policies and practices in relation to data and to be informed of the kind of personal data held by you.

本人 / 吾等确认根据个人资料（私隐）条例，本人 / 吾等有权：

- 查问 贵公司是否持有本人 / 吾等的资料及有权索取该等资料；
- 要求 贵公司改正有关本人 / 吾等不正确的资料；
- 知道 贵公司对数据的政策及实际上如何运用，及可获知 贵公司持有本人 / 吾等什么资料。

8.6 In accordance with the terms of the Personal Data (Privacy) Ordinance, you have the right to charge a reasonable fee for the processing of any data access request. I/We request for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed to your Compliance Officer at Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong.

根据个人资料(私隐)条例规定， 贵公司对处理索取数据的要求有权收取合理费用。本人 / 吾等欲索取数据或改正数据或欲知道 贵公司对数据的政策及实际上如何运用及持有何数据，会向贵公司监察主任查询，地址为香港中环皇后大道中 183 号新纪元广场中远大厦 32 楼 3204-07 室。

## 9 GENERAL (一般条款)

9.1 Any notice (other than any instructions relating to Transaction) given under this Agreement shall be in writing and may be delivered personally or sent by registered post or fax addressed to the party to which it is addressed, in case CSC Securities (HK) Limited, at the address set out above and in the case of me/us, at the address set out in the Customer Information Statement or in both cases, at such other address as may have been notified in writing to the other party hereto.

按照本协议规定作出的任何通知书（有关交易指示除外），必须以书面形式，并以亲身或挂号邮件或传真方式送与收取通知的一方；倘为 贵公司，则送于上列地址；倘为本人 / 吾等，则送于「客户数据表格」上所载的地址；或任何由一方以书面通知另一方之其它地址。

9.2 Time shall be of the essence in relation to all matters arising under this Agreement.

有关在本协议上所产生的之任何事项上，时间将是要素。

9.3 You may at your discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to me/us a notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing by me/us within 7 days from the date of such notice.

贵公司有酌情决定权在发出书面通知本人 / 吾等列出该等修订、删减、取代或增订的情况下，修订、删减或取代本协议任何的条款或增订本协议之条款，该等修改将被视为已包含入本协议内，除非本人 / 吾等在该通知书发出 7 天内，以书面提出反对。

9.4 No provision of this Agreement shall operate or remove, exclude or restrict any rights of me/us or obligations of you under the law.

本协议中任何条款在运作上不会消除、排除及限制在法律之下本人 / 吾等之任何权利或 贵公司的任何责任。

9.5 The representations, warranties and undertakings in this Agreement shall be deemed to be repeated during the term of this Agreement.

本协议内的声明、保证及承诺在本协议期间将被视为由本人 / 吾等重复作出。

9.6 This Agreement and all Transactions shall constitute valid and legal binding obligations on me/us.

本协议及所有交易均对本人 / 吾等有有效及合法之约束力。

9.7 All rights of you pursuant to this Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

贵公司根据本协议的所有权利将适用于所有在交易中参与的经纪、代理人、交易所及结算公司。

9.8 For inactive Account, you reserve the right to charge a maintenance fee as may be prescribed by you from time to time.

对不活跃的账户， 贵公司保留征收维持费的权利，该费用由 贵公司不时厘定。

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

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

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

本人 / 吾等除非获得 贵公司书面批准，否则本人 / 吾等不得将本协议下任何本人 / 吾等之权利及 / 或义务转让予任何其它人士。

## **10 ACKNOWLEDGEMENT (确认)**

10.1 I/We acknowledge and understand that though commercial or economic benefit may be gained from the Transactions, I/we will also bear economic and/or commercial risk associated with such Transactions.

本人 / 吾等明白及确认交易虽然可带来商业及 / 或经济上的利益，本人 / 吾等亦须承担其商业及 / 或经济上的风险。

10.2 You may take the opposite position to my/our Transactions whether it is on your own account or on behalf of your other clients.

本人 / 吾等同意 贵公司可进行与本人 / 吾等指示相对之买卖交易，而不论有关买卖为 贵公司本身或代表其它客户进行。

10.3 I/We confirm that the terms of this Agreement have been explained to me/us in a language which I/we understand. I/We undertake to seek independent advice in respect of the terms of this Agreement and agree to waive all rights, if any, against you or any of your or the Group's directors, officers, staff servants, or agents for error or mistake or misrepresentation, if any, in the explanation to me/us of the terms of this Agreement.

本人 / 吾等确认本协议的条款已用本人 / 吾等明白的语言向本人 / 吾等解释。本人 / 吾等承诺会对本协议的条款征求独立意见及同意放弃一切权利对 贵公司或 贵集团之董事、高级职员、雇员或代理人就解释本协议之条款之错误，错漏或失实陈述而作出指控（如有的话）。

10.4 In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. I/We hereby agree and consent to the terms and conditions herein contained and acknowledge receipt of a copy of this Agreement.

在解释本协议而引致任何不一致或矛盾的情况下，将以英文本为准。本人 / 吾等现赞成及同意本协议内的一切条款及条件及确认收到本协议之副本。

## **11 GOVERNING LAW (管辖之法律)**

11.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本协议及其诠释均受香港法律管辖，协议各方在此承认香港法庭之非独有审判权。