



SECURITIES ACCOUNT CLIENT AGREEMENT

客戶證券帳戶協議



冠力金融服務有限公司
Grandly Financial Services Ltd.

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SECURITIES ACCOUNT CLIENT AGREEMENT

客戶證券帳戶協議

THIS AGREEMENT is made the date stated in the Account Opening Form. Between:

本協議乃由以下雙方於開戶申請表所述日期簽立:

1. **Grandly Financial Services Limited**, a company incorporated in Hong Kong (CE No.: BDB792) with its principal place of business at 16/F, 83 Wan Chai Road, Wan Chai, Hong Kong and a corporation licensed for Type 1 (Dealing in Securities) and Type 2 (Dealing in Futures Contracts) regulated activities under the Securities and Futures Ordinance (the "**Company**"); and
冠力金融服務有限公司是一間在香港註冊成立的公司，主要業務地點位於香港灣仔灣仔道83號16樓，亦是根據《證券及期貨條例》就第1類（證券交易）及第2類（期貨合約交易）受規管活動獲發牌的持牌法團（中央編號：BDB792），（[本公司]）；與
2. The party whose name, address and details are set out in the Account Opening Form (the "**Client**").
客戶，其姓名，地址及詳情載於開戶申請表之一方（[客戶]）。

WHEREAS:

鑒於：

1. The Client is desirous of opening one or more account(s) with the Company as the Client may decide from time to time for the purchase or sale of and dealing in Securities (as applicable).
客戶欲於本公司按其不時之決定開設一個或多個帳戶，以便買賣證券及進行有關交易（如適用）。
2. The Company agrees that it will from time to time at the request of the Client and at its discretion allow the Client to open one or more account(s) with the Company and will maintain such account or account(s) to be designated by name(s), number(s) or otherwise for the Client for the purpose of securities trading.
本公司同意不時應客戶的要求及酌情准許客戶於本公司開設一個或多個帳戶，並將為客戶維持按名稱，編號或其他方法指定的帳戶，以便進行證券交易。

IT IS HEREBY AGREED AS FOLLOWS:

議茲協議如下：

PART I – GENERAL TERMS AND CONDITIONS

第 1 部份 - 一般條款及細則

1. DEFINITIONS 定義

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

在本條款及細則中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

"Account" 「帳戶」	means any one or more cash and/or margin securities trading accounts now or hereafter maintained in the name of the Client with the Company. 指客戶現在或將來以自己名義在本公司開立的任何一個或多個現金及/或保證金證券買賣帳戶。
"Account Opening Form" 「開戶表格」	means account opening forms for corporation, individual or joint account in the form prescribed by the Company and other incidental documents from time to time. 指由本公司不時指定的公司、個人或聯名帳戶開戶表格及相關文件。
"Agreement"	means the cash and/or margin securities trading account agreement entered into between the Client and the

「協議」	<p>Company in writing regarding the opening, maintenance and operation of the Account as amended from time to time, including, without limitation, the Account Opening Form, and any authority and mandate given and all other documents signed by the Client to the Company in respect of the Account.</p> <p>指客戶與本公司就關於開立、維持及運作帳戶所訂立及不時修訂的現金及/或保證金證券買賣帳戶的書面協議，其中包括但不限於開戶表格及客戶就帳戶而授予本公司的任何權限及指令及簽署予本公司的其他所有文件。</p>
<p>“Associate” 「聯營公司」</p>	<p>means a company or body corporate which is the Company's direct or indirect holding companies, subsidiaries or affiliated companies, in Hong Kong or elsewhere.</p> <p>指本公司位於香港或其他地方的直接或間接控股公司、附屬公司或關聯公司。</p>
<p>“Authorized Person” 「獲授權人士」</p>	<p>means the person(s) or any of them authorized under and pursuant to the Agreement to issue instructions in relation to the Account or Transaction and particulars of whom are set out in the Account Opening Form.</p> <p>指根據協議中所被授權的可以發出關於帳戶或交易指示的人士或其中任何一位，其具體資料詳列於開戶表格中。</p>
<p>“Business Day” 「營業日」</p>	<p>means any day on which the Exchange or the Foreign Stock Exchange (as the case may be) is open for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange or the Foreign Stock Exchange (as the case may be) to be a non-business day.</p> <p>指交易所或外地證券交易所(視情況而定)公開進行交易之任何日子，惟星期六、星期日、公眾假期及交易所或外地證券交易所(視情況而定)所宣佈並非為營業日之任何其他日子除外。</p>
<p>“Cash Account” 「現金帳戶」</p>	<p>means any cash account as specified in the Account Opening Form established by the Client with the Company for cash trading of securities.</p> <p>指客戶與本公司開立，任何根據開戶表格中指明以現金買賣證券的現金帳戶。</p>
<p>“Clearing House” 「結算所」</p>	<p>means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.</p> <p>就聯交所而言，是指中央結算；就任何外地證券交易所而言，則指向該外地證券交易所提供類似中央結算服務的結算所。</p>
<p>“Client” 「客戶」</p>	<p>means any person who establishes and maintains the Account with the Company.</p> <p>指任何一位於本公司開立及維持帳戶的人士。</p>
<p>“Client Money Rules” 「客戶款項規則」</p>	<p>means the Securities and Futures (Client Money) Rules (Cap. 517I), Laws of Hong Kong.</p> <p>指證券及期貨(客戶款項)規則(香港法律第 571I 章)。</p>
<p>“Client Securities’ Rules”</p>	<p>means the Securities and Futures (Client Securities) Rules (Cap. 517H), Laws of Hong Kong.</p>

「客戶證券規則」	指證券及期貨(客戶證券)規則(香港法律第 571H 章)。
“Company” 「本公司」	means Grandly Financial Services Limited. 指冠力金融服務有限公司。
“Correspondent Agent” 「業務代理」	means anyone who acts as the Company's agent in effecting Transaction or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or a Clearing House. 指代表本公司在香港或其他地方執行交易或結算的代理人，包括交易所或結算所的任何成員。
“Electronic Instruction” 「電子指示」	means any instruction in relation to the Transaction effected through the Electronic Services. 指任何關於經電子服務進行的交易之指示。
“Electronic Services” 「電子服務」	means any electronic trading facility provided by the Company which enable the Client to undertake the Transaction to such extent as prescribed by the Company from time to time. 指由本公司提供的，使客戶能透過其進行於本公司不時規定的範圍內的交易之任何電子交易設施。
“Exchange” 「交易所」	means SEHK and any Foreign Stock Exchange. 指聯交所和任何外地證券交易所。
“Foreign Stock Exchange” 「外地證券交易所」	means a stock exchange which is permitted to operate in a country or territory. 指獲准於一個國家或地區運作的證券交易所。
“HKSCC” 「中央結算」	means The Hong Kong Securities Clearing Company Limited. 指香港中央結算有限公司。
“Hong Kong” 「香港」	means the Hong Kong Special Administrative Region of the People's Republic of China. 指中華人民共和國香港特別行政區。
“Hong Kong Dollars” 「港幣」	means the lawful currency for the time being of Hong Kong. 指香港的合法貨幣。
“Information” 「資訊」	means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities markets or other investment markets. 指與證券市場或其他投資市場有關之任何交易或市場數據、賣出及買入報價、新聞報導、第三者分析報告、研究資料及其他資訊。
“D” 「識別碼」	means the Client's identification code, used in conjunction with the Password, to gain access to the Electronic Services. 指與密碼一起使用以獲取電子服務之客戶身份識別碼。
“Margin” 「保證金」	means the amount (whether cash or non-cash collateral) as may from time to time be demanded by the Company from the Client by way of margin (including without limitation the initial margin and additional margin), variation adjustments or cash adjustments or otherwise in relation to the amount drawn under the Margin Facility for the purpose of protecting the Company from and against any loss or risk of

loss on present, future, contingent or contemplated obligations arising from the Margin Facility including but not limited to the amount of margin required by the relevant Clearing House (if applicable), and "margin requirements" means the requirements prescribed by the Company in respect of the collection and specifications of the Margin.

指本公司不時以保證金(包括但不限於首筆保證金和追加保證金)、變價調整、現金調整或其他方式,向客戶要求的款額(不論是現金或非現金抵押物),以保障本公司免受就保證金融資下取得的款項而產生的現在、未來、或然或預期的責任所引致任何損失或虧損風險,包括但不限於相關的結算所保證金(如適用)。「保證金規定」則指本公司所釐定關於保證金的收取或詳情的規定。

“Margin Account”

「保證金帳戶」

means any margin account as specified in the Account Opening Form established by the Client with the Company for margin trading of securities.

指客戶與本公司開立,任何根據開戶表格中指明為保證金帳戶並可以保證金方式買賣證券的帳戶。

“Margin Facility”

「保證金融資」

means the margin facility granted by the Company to the Client subject to and upon the terms as the Company may at its absolute discretion determine.

指由本公司向客戶提供的受本公司絕對酌情決定的條款所規管的保證金融資。

“Ordinance”

「證券條例」

means the Securities and Futures Ordinance (Cap. 571), Laws of Hong Kong.

指證券及期貨條例(香港法律第 571 章)。

“Password”

「密碼」

means the Client's password, used in conjunction with the Login ID, to gain access to the Electronic Services.

指與識別碼一起使用以獲取電子服務之客戶密碼。

“Risk Disclosure Statement”

「風險披露聲明」

means the risk disclosure statement provided by the Company to the Client before the opening of the Account and/or from time to time in form prescribed by the SFC from time to time with the current version set out in Appendix 2 hereto.

指在客戶於本公司開戶前及/或不時由本公司向客戶提供的風險披露聲明,其格式由證監會不時訂明,最新版本載列於本條款及細則的附件 2。

“Securities”

「證券」

has the meaning as given in the Ordinance.

如證券條例賦予的定義。

“Security”

「抵押品」

means all monies and Securities which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or Associate or transferred to or held by any other person in circumstances where the Company accepts as security for the Client's obligations under the Agreement, including, without limitation, those monies and Securities that shall come into the possession, custody or control of the Company or the Associate from time to time for any purpose whatsoever (which shall include any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or property accruing or offering at any time by way of redemption, bonus,

preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities).

指現在或將來存放在，或轉讓予，或促使轉讓予本公司、聯營公司又或由本公司、聯營公司持有屬於客戶的全部款項和證券；或在本公司接受其作為客戶在協議下的義務的抵押的情況下，由其他人士持有或轉讓予其他人士屬於客戶的全部款項和證券，包括但不限於本公司或聯營公司就任何目的不時持有、保管或控制的款項及證券(其中包括任何附加或替代證券；就任何此等證券或附加證券或替代證券所支付或應付的股息或利息，以及在任何時候通過贖回、紅利、優先權、選擇權或其他方式產生或提供的權利、利息、款項或產權)。

“SEHK”
「聯交所」

means The Stock Exchange of Hong Kong Limited and its successors and assigns.

指香港聯合交易所有限公司及其繼承人及受讓人。

“SFC”
「證監會」

means the Securities and Futures Commission of Hong Kong.

指香港證券及期貨事務監察委員會。

“Transaction”
「交易」

means any transaction effected through Exchange or over the counter concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities including, without limitation, safe custody of Securities and provision of nominee or custodian services therefor and all other transactions effected under or pursuant to the Agreement and where the context permits, means any of the transactions effected through the Electronic Services.

指任何經交易所或場外而生效的關於購入、認購、出售、交換或以其他方式處置及處理任何種類或所有種類證券的交易，包括但不限於證券保管、提供代理人或託管服務及或根據協議而進行的其他交易，及如上下文有所規定，指任何經電子服務進行的交易。

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 References in these Terms and Conditions to clauses, sub-clauses and appendix are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and appendix to these Terms and Conditions.
除非另有說明，凡提及條款、分條款及附件，即指本條款及細則內的條款、分條款及附件。
- 1.4 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to genders shall include the other and the neutral genders as the context requires.
在本條款及細則中，除非上下文文字有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.5 References in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
在本條款及細則中所指的任何法例，均被視作包括不時修訂、延展或重新制定以取代該法例之條文及其規則和規例。
- 1.6 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or assigns.

在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及受讓人。

2. AUTHORIZATION 授權

- 2.1 The Client acknowledges and confirms that the Company is authorized to effect Transaction in accordance with all applicable laws, rules, regulations, codes and market practice from time to time of Exchange and Clearing House and all Transactions so effected shall be binding on the Client.
客戶承認及確認授權本公司根據所有適用的法律、規則、規例、守則及交易所和結算所不時的市場慣例進行交易。所有以此進行的交易都對客戶具約束性。
- 2.2 The Client authorizes the Company to instruct Correspondent Agent as the Company may in its absolute discretion think fit to effect Transaction and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transaction is executed and settled shall apply to such Transaction and shall be binding on the Client.
客戶授權本公司可由其酌情決定認為是合適的情況下，指示業務代理進行交易並承認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則將適用於此等交易及對客戶具約束性。

3. INSTRUCTIONS 指示

- 3.1 The Company shall be entitled to act upon any oral or written instruction reasonably believed to be from the Client or from the Authorized Person(s). The Client will promptly sign a form prescribed by the Company when required by the Company to confirm any oral instructions. Once given instructions shall not be cancelled, withdrawn, altered, or amended in whole or in part without the Company's consent.
本公司有權執行其合理地認為是來自客戶或獲授權人士的任何口頭或書面的指示。倘若本公司要求時，客戶將即時簽署一份由本公司指定的表格確認口頭指示。指示一經發出，不得部份或全部地取消、撤回、更改或修改，除非得到本公司的同意。
- 3.2 The Company may at its discretion refuse to accept or act in accordance with any instructions, without being under any obligation to give any reason therefor. If the Company declines an instruction the Company will take reasonable steps to notify the Client promptly of this but subject to this will not be liable for any failure to do so.
本公司可酌情拒絕接受或執行指示而無責任作出任何解釋。如果指示被拒絕，本公司將採取一切合理行動儘速通知客戶。但本公司毋須對未能儘速通知客戶負責。
- 3.3 If the Client wishes to authorize the Authorized Person(s) to give instructions on the Client's behalf, the Client is required to notify the Company in writing and provide the Company with the Authorized Person(s)' particulars and specimen signatures on the Account Opening Form. Unless and until the Company is informed in writing that the authority given to the Authorized Person(s) has been withdrawn, any action taken by the Company in conforming with instructions given under such authority will be binding on the Client.
倘若客戶希望委任獲授權人士代表客戶發出指示，客戶須以書面通知本公司並於開戶表格中提供獲授權人士的具體資料及簽名式樣。除非及直至本公司已接獲撤銷獲授權人士權限的書面通知，本公司因執行獲授權人士於權限範圍內發出的指示而採取的任何行動，均對客戶具約束性。
- 3.4 The Company shall act as an agent of the Client in relation to any Transaction undertaken by the Company under these Terms and Conditions except where the Company gives notice (in the contract note for the relevant Transaction or otherwise) to the Client to the contrary.
就根據本條款及細則進行的有關交易，本公司應以客戶的代理人身分行事，但本公司向客戶提供通知以另作述明者(買賣單據上列明或以其他方式表示)除外。

4. DEALING RULES 交易規則

- 4.1 Unless the Company has agreed to provide the Client with an advisory service, the Client will be dealing with the Company on an execution-only basis in reliance solely on the Client's own judgment.
除本公司同意向客戶提供顧問服務外，客戶與本公司的業務往來是完全基於客戶自己的個人判斷進行，而本公司只是執行客戶的指示。
- 4.2 In effecting Transaction, the Company may take all such steps as may be required or permitted by all

applicable laws, rules, regulations, codes and market practice. The Company will be entitled to take or not take any action the Company considers fit in order to ensure compliance with the same and all such actions so taken will be binding on the Client.

於進行交易時，本公司有權採取所有適用的法律、規則、規例、守則及市場慣例的要求或容許的行動。本公司有權按其認為是否合適而採取或不採取行動以符合所有適用的法律、規則、規例、守則及市場慣例的要求。上述的行動對客戶均具約束性。

- 4.3 The Client agrees and acknowledges that applicable laws, rules and regulations may prohibit the Company from placing a sale order on the Client's behalf when the order relates to Securities which the Client does not own ("Short Sell Order"). The Client undertakes that prior to placing a Short Sell Order, it will have entered into an effective and valid securities borrowing arrangement or other form of arrangement acceptable to the Company which will ensure that the Securities in issue will be delivered in a timely manner; and prior to execution of such Short Sell Order, it will provide the Company such documentary assurance that any such Short Sell Order is covered as the Company shall prescribe. Further, the Client acknowledges that the Company is entitled to request production of a copy of documentary evidence relating to the relevant securities borrowing transaction in such manner as the Company shall consider fit. The Client undertakes to inform the Company when a sell order amounts to Short Sell Order and, where required, shall provide the Company with the assurance in accordance with the Ordinance.

客戶同意及承認，適用法律、規則及規例可能禁止本公司以客戶名義落盤出售客戶並未持有的證券(下稱「賣空指令」)。客戶承諾，在發出賣空指令前，其已訂立了確保有關證券於可適時交收的有效及合法證券借貸或本公司可以接受的其他形式安排；而在執行賣空指令前，客戶將根據本公司的規定向本公司提供關於已涵蓋賣空指令的保證文件。再者，客戶確認，本公司有權按本公司認為合適的方式，要求客戶出示關於相關證券借貸文件證據的副本。客戶承諾，當賣出指令屬於賣空指令時，通知本公司及於需要時，向本公司根據證券條例提供相關保證。

- 4.4 Unless otherwise agreed in writing or the Company is already holding sufficient cash or Securities in deliverable form on the Client's behalf, the Client will pay the Company cleared fund or deliver to the Company Securities in deliverable form within the time limit as prescribed by all applicable laws, rules, regulations, codes and market practice of Exchange and Clearing House in order to settle Transaction.

除非另有書面協議或本公司已代客戶持有足夠現金或處於可交付狀態的證券，客戶須於所有適用法律、規則、規例、守則及交易所及結算所市場慣例的規定的時間內繳付予本公司已結算款項或交付予本公司處於可交付狀態的證券以便就交易進行交收。

- 4.5 Any day order placed with the Company by the Client that has not been executed before the close of business of the relevant Exchange shall be deemed to have been cancelled automatically.

於有關交易所收市之前，倘若本公司仍然未能執行客戶發出予本公司的即日證券買賣指令，則此等即日買賣指令會被視作已經自動取消。

- 4.6 If the orders cannot be executed in whole or part, the Company is not required to notify the Client immediately. An order may be partially executed if it cannot be fully executed.

如果買賣指令是部份或全部地不能執行，本公司都毋須即時通知客戶。任何一項未能全部地執行的買賣指令都有可能被部份地執行。

- 4.7 The Client acknowledges that due to the trading practices of Exchange in which Transaction is effected, it may not always be able to execute order at the price quoted "at best" or "at market" and the Client agrees in any event to be bound by Transaction effected by the Company following instructions given by the Client.

客戶承認，由於進行交易的交易所的買賣慣例，不是時常可以按「最佳」或「市場」報價執行負責指令。客戶同意，凡本公司按客戶指示執行的交易，客戶在任何情況下均受該交易的約束。

- 4.8 The Company may in its discretion aggregate the Client's order with the Company's own orders or the Company's other client's orders. In aggregating the Client's order in this way the Company must reasonably believe this will be to the Client's advantage, for instance to obtain better execution or reduced dealing costs by being part of a larger transaction. The Company will allocate the acquired Securities amongst the Client and the others in a fair and equitable manner subject to all applicable laws, rules, regulations, codes and market practice.

本公司可酌情將客戶及本公司本身及其他客戶的買賣指令合併。於合併該等指令時，本公司須合理地相信

此舉對客戶是有利的，例如：可更好地執行買賣指令或因其成為大額交易的一部份而減低交易成本。本公司在受所有適用的法律、規則、規例、守則及市場慣例規管的前提下，會按照公平及公正的原則將購入的證券分配予客戶及其他人。

4.9 Subject to all applicable laws, rules, regulations, codes and market practice of Exchange and Clearing House, the Company may at its discretion determine the priority in the execution of the client's orders, having due regard to the sequence in which such orders are received, and the Client shall not have any claim of priority to another client in relation to the execution of any order received by the Company.
在受所有適用的法律、規則、規例、守則及交易所及結算所市場慣例的規管的前提下，本公司在恰當地考慮過收到的買賣指令的次序之後，可酌情決定執行客戶買賣指令的優先次序。客戶不得向本公司就執行其買賣指令方面要求享有高於另一客戶的優先次序。

4.10 The Client acknowledges and accepts that telephone calls or other forms of communication between the Client and the Company may be recorded or otherwise electronically monitored without any warning messages and that the Company may use the recording as evidence of the instructions in case of disputes.
客戶承認及接受，客戶與本公司之間的電話對話或其他形式的通訊會被錄音或其他電子方式監測而沒有任何警告訊息。本公司可於出現紛爭時出示此等錄音或監測內容作為證據。

5. CLIENT'S MONEY AND SECURITIES 客戶的款項及證券

5.1 The money of the Client in the Account, after discharge of all the indebtedness of the Client owing to the Company, shall be treated and dealt with in compliance with the provisions of the Ordinance and the Client Money Rules. The money of Client, after discharge of all the indebtedness of the Client owing to the Company which is received and held by the Company on behalf of the Client in Hong Kong shall be deposited with a segregated account which is designated as a trust account or client account and maintained by the Company in Hong Kong with an authorized financial institution or any other person approved by the SFC for such purpose.

客戶於帳戶中款項(在解除客戶欠負本公司的所有債務後)所獲取的對待及處理須遵守證券及期貨條例的規定。本公司代客戶於香港收取並持有的有關款項(在解除客戶欠本負本公司的所有債務後)將被存入本公司在認可財務機構或獲證監會批准的任何其他人士處在香港開立及指明為信託帳戶或客戶帳戶的獨立帳戶。

5.2 Any of the Securities held by the Company, any nominee, authorized financial institution or other persons approved by the SFC shall be at the sole risk of the Client and the Company and the relevant nominee, authorized financial institution and the approved persons shall be under no obligation to insure any of the Securities against any kind of risk, which obligation shall be the sole responsibility of the Client.

客戶必須自行承擔將任何證券交託由本公司、任何代名人、認可財務機構或由證監會核准的人士持有所產生之風險。本公司和有關代名人、認可財務機構和核准人士均毋須替任何證券購買保險，購買保險之責任全屬客戶。

5.3 The Client appoints the Company to act as custodian for the Client to provide custody of Client's Securities. The Client agrees and acknowledges that the Client shall not to pledge, charge, sell, grant an option or otherwise deal in any of the Securities or money forming part of any of the Account without the prior written consent of the Company.

客戶委任本公司為客戶的託管人，為客戶提供證券託管服務。客戶同意及確認，客戶在沒有得到本公司書面同意前，不會對任何帳戶部份的任何證券和資金進行按揭、抵押、出售、發行認股權或以其他方式處理。

5.4 Any of the Securities held in Hong Kong by the Company for safekeeping on behalf of the Client may, at the Company's discretion:-

對於本公司在香港代客戶保管而持有的任何證券，本公司可按其酌情權決定進行以下處置：-

(i) (in the case of registrable Securities) be registered in the name of the Client or in the name of the Company's nominee; or
(對於可註冊證券)以客戶的名義或本公司代名人的名義登記；或

(ii) deposited in safe custody in a segregated account which is designated as a trust account or client account with an authorized financial institution as defined in the Ordinance, an approved custodian or another intermediary licensed by the SFC for dealing in securities in each case in Hong Kong.

以安全保管方式存放於由本公司在證券條例所界定之認可財務機構、核准保管人或另一獲證監會發牌進行證券交易的中介人於香港開立的獨立帳戶，而該帳戶是指定為信託帳戶或客戶帳戶的獨立帳戶。

5.5 Where the Securities are held by the Company for safekeeping pursuant to this Clause, the Company shall itself, or shall procure any nominee or custodian appointed by it to:-

若本公司按本條文為安全保管而持有證券，本公司或促使本公司委任的代名人或託管人可以：-

(i) collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Client as agreed with the Client. Where the Securities form part of a larger holding of identical Securities held for the Company's Clients, the Client is entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Client the cash dividend in the absence of contrary prior written instruction from the Client; and

為帳戶收取證券帶來的任何股息或其他收益，並存入帳戶或按照與客戶約定的方式支付予客戶。當證券構成本公司代客戶持有的同一大量證券的一部份時，客戶有權根據證券在本公司持有的全部此種證券中所佔的份額，在持股產生的收益中得到相應的份額。當股息以現金股息或其他形式派發時，在客戶未有給予事先書面不同指示的情況下，本公司有權代表客戶選擇及接受現金股息；及

(ii) comply with any directions received from the Client as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that reasonable prior written notice has been given to the Company by the Client. Further, in the event that any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any directions received from the Client unless and until it receives all amounts necessary to fund such exercise.

在客戶給予足夠書面通知予本公司的前提下，本公司可按客戶的指示，行使證券附有或授與的投票權和其他權利。此外，如果該行使需要支付有關該行使的任何費用及支出，則除非及直至本公司收到有關行使所需的全部費用，否則本公司或其代名人將毋須遵從客戶的任何指示。

5.6 The Company and its nominee are not bound to redeliver to the Client the identical Securities received from or for the Client but may redeliver to the Client, at the office of the Company at which the Account is kept, Securities of like quantity, type and description.

本公司及其代名人向客戶交還的證券不必與從客戶處收取或代表客戶收到的證券完全同一，而可以在客戶開戶的本公司辦事處向客戶交還類同數量、種類和名稱的證券。

5.7 Securities held by the Company for safekeeping pursuant to this Clause are held by the Company at the sole risk of the Client and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection hereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Company.

本公司根據本條文為客戶保管的證券之風險將由客戶完全承擔，及本公司將不會對客戶所遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由本公司的疏忽或本公司方面的欺詐行為直接導致的。

5.8 The Client authorizes the Company, in respect of all Securities deposited by the Client with the Company or purchased or acquired by the Company on behalf of the Client, and held by the Company for safe keeping, to register the same in the name of its nominee or in the Client's name, or deposit in safe custody in a designated account of the Company's or its nominee's banker or with other institution which, to the satisfaction of the SFC, provides facilities for the safe custody of Securities.

客戶授權本公司以其代理人或客戶之名義登記客戶存放在本公司或本公司代客戶購入或取得並由本公司保管之所有證券，或者將此等證券存放在本公司或其代理人的銀行內之指定戶口或交託其他證監會認為可提供證券保管服務的機構保管。

5.9 If in relation to any Securities deposited with the Company which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such Securities, the Account shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit which is equivalent to the proportion of Securities held on behalf of the Client out of the total number or amount of such Securities.

倘若存放於本公司但不是以客戶名義登記之證券產生任何股息、分紅或利益，本公司須要先計出其代客戶所持證券佔此等證券總數或總額之比例，然後將相同比例之利益撥歸帳戶(或者按協定付款給客戶)。

- 5.10 If in relation to any of the Securities deposited with the Company but which are not registered in the name of the Client, and loss is suffered by the Company, the Account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss which is equivalent to the proportion of Securities held on behalf of the Client out of the total number or amount of such Securities.

倘若本公司蒙受任何跟存放於本公司但不是以客戶名義登記之證券有關的損失，本公司需要先計出其代客戶所持證券佔此等證券總數或總額之比例，然後從帳戶扣減相同比例之損失(或者由客戶按協定付款給本公司)。

- 5.11 The Company's obligations to deliver, to hold in safe custody or otherwise or to register in the Client's name, Securities purchased or acquired by the Company on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name of Securities of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with, transferred to or acquired by the Company on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return Securities which are identical to such Securities in terms of number, class, denomination, nominal amount and rights attached thereto.

倘若本公司將與原先存放於或轉讓予本公司或由本公司代客戶取得之證券具有相同等級、面值、面額和享有同等權益之證券交付、持有或以客戶名義登記，則本公司將被視為已經履行交付、持有或以客戶名義登記其代客戶購入或取得證券的責任(當然受期間可能出現的資本重組影響)。但是，本公司不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等證券完全一樣的證券。

6. SETTLEMENT 交收

- 6.1 The Client will take all actions necessary to enable the Company to effect settlement and delivery of Securities as they fall due in accordance with the requirements of the relevant Exchange or Clearing House including but not limited to making any appropriate payment and/or delivering any of Securities or other assets to the Company in good time for the Company to complete settlement and delivery.

當交易所或清算所的交收期限屆滿時，客戶將採取一切必須的行動以令本公司可以進行交收及交付證券，包括但不限於適時繳付合適的款項或交付證券或其他資產予本公司以便完成交收及交付程序。

- 6.2 If the Client has more than one account with the Company, the Company will have the right to set-off the debit on one account against the credit on another. If the accounts are expressed in different currencies they shall be translated to Hong Kong Dollars at the prevailing rate of exchange.

客戶於本公司開立多於一個戶口時，本公司有權就該等戶口的借方及貸方結餘進行抵銷。如果戶口是外幣戶口，該等外幣將以當時的市場匯率折合成港幣。

- 6.3 Any crediting to the Client of cash or the Securities is subject to reversal if, in accordance with all applicable laws, rules, regulations, codes and market practice, the delivery of Securities or cash giving rise to the credit is reversed.

根據所有適用的法律、規則、規例、守則及市場慣例，如貸記予客戶的現金或證券須予沖銷，則本公司有權將其予以沖銷。

- 6.4 If the Company does not receive either cash or the relevant Securities when due in respect of any of Transactions which the Company is to settle or effect with or for the Client, or the Client does not take all steps necessary to secure the due and prompt settlement of any of the Transactions, or the Client fails and/or neglects to meet or the Company forms a view that the Client is about to fail to meet any other liability to the Company or any third party the Company may (but not obliged to) on giving the Client reasonable prior notice thereof and at the Client's own costs cancel, close out, terminate or reverse all or any of the Transactions, buy in to settle or close any short position created by the Client, and sell, realize, charge, pledge or otherwise dispose of any of the Securities cash or other assets held for the Client or which the Company may be entitled to receive or control on the Client's behalf at whatever price and in whatever manner the Company sees fit in its absolute discretion (without being responsible for any loss or diminution in price) and may at the Client's own costs enter into any other transactions or do or not do anything (including the application of the Client's money held for the Client) which would or could have the effect of reducing or eliminating liability under any of the Transactions, position or commitment undertaken by or for the Client.

當本公司須為客戶的任何一項交易進行交收的時限屆滿，但本公司卻仍未有收到現金或相關證券，又或客

戶未有採取所有必須的行動去確保適當和及時交收此等交易，又或客戶即將未能及/或失責或本公司認為客戶未能履行客戶對本公司或第三者的責任，則本公司有權(但非必要)於給予客戶合理通知後，按其酌情認為合適的價格及方式取消、結清、終止或沖銷所有或任何交易，買入證券對沖客戶的沽空倉及賣出、套現、押記、抵押或以其他方式處理本公司為客戶持有或有權代客戶收取或控制的證券、現金或其他資產(毋須為虧損或價格的減少而負責)。此外，本公司可進行或不進行其他交易或事項(包括使用為客戶持有的款項)以減低或清除客戶已許諾的任何交易、倉量或承擔下的責任。上述行動衍生的費用均由客戶負責。

7. CONFIRMATION AND STATEMENT 確認及結單

7.1 The Company will report to the Client execution of the Transaction (i) promptly by telephone calls or facsimile or e-mail and (ii) by sending to the Client hard copy of the transaction confirmation and account statement within two Business Days.

本公司於交易執行後會 (i) 儘速以電話或圖文傳真或電郵 及 (ii) 於於兩個營業日內發送予客戶交易確認書及戶口結單通知客戶有關的交易。

7.2 The Client shall have a duty to examine the transaction confirmation, the account statement and the monthly statement carefully and to notify the Company in writing of any error or irregularity therein within 3 (three) Business Days of the day of sending by the Company of the same or such other period of time as may be specified by the Company from time to time. If no objection to the Company in writing is raised by the Client within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are deemed correct, conclusive and binding on the Client and the entries therein are deemed duly authorized and regular.

客戶有責任小心審閱交易確認書，戶口結單及月結單，並於本公司發出上述文件的三個營業日或本公司指定的時間內將於該等文件內的錯誤或不正常項目以書面通知本公司。如果客戶未有於上述時間內以書面提出異議，則交易確認書、戶口結單及月結單的內容均視作正確及具終局性並對客戶具約束力，而其中的記項均視作獲適當授權及正常。

8. CONFIDENTIALITY 保密

8.1 The Company will keep information relating to the Account and the Client confidential but may provide any such information to Exchange, Clearing House and SFC or other regulatory authorities to comply with their requirements or requests for information and to any of the Company's branches or Associate without any consent from or notification to the Client.

本公司應對涉及帳戶及客戶的資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何這類資料提供給交易所、結算所和證監會或任何其他監管機構以遵守其關於資料方面的規定或要求，又或提供給本公司的分行或聯營公司。

8.2 In the event that the Client is an individual, the Company is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data. In addition, the Company's data privacy policy statement annexed to these Terms and Conditions.

倘若客戶是個人，本公司使用其個人資料時會受到香港規管個人資料使用的《個人資料(私隱)條例》的約束。另外，本公司的個人資料私隱政策聲明載列於本條款及細則的附件。

9. CONFLICT OF INTEREST AND DISCLOSURE 利益衝突與披露

9.1 In relation to the Transaction, the Company or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to the Transaction directly or indirectly (the "Material Interest"). The Company will take reasonable acts to make sure fair treatment for the Client in relation to any of such Transaction subject to all applicable laws, rules, regulations and codes.

本公司或聯營公司與客戶可能會直接或間接在交易中，有利益、關係、安排或責任上的衝突(下稱「重大利益」)。本公司會採取一切合理作為並根據所有適用的法律、規則、規例及守則令客戶於該等交易中得到公平的對待。

9.2 To the extent permitted by all applicable laws, rules, regulations and codes, the Company shall be entitled to give advice or make recommendation to the Client or enter into the Transaction for or with the Client or acts as the Client's agent or provide any other service notwithstanding the Material Interest and shall not

be under a duty to disclose to the Client any profit arising therefrom.

儘管存在重大利益，本公司有權在所有適用的法律、規則、規例及守則容許的範圍內，為客戶就交易提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他服務，而本公司毋須向客戶披露由上述服務而產生的利益。

- 9.3 Subject to all applicable laws, rules, regulations and codes, the Company shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by the Company by reason of any services provided for Transaction.

在受所有適用的法律、規則、規例及守則規管的前提下，(本公司除須向客戶通知所收取的有關收費或佣金外)無責任向客戶解釋或披露本公司在為交易提供服務上收取的任何利益、佣金或報酬(不論從客戶身上或因重大利益或其他方面獲得)。

10. COMMISSIONS CHARGES AND INTEREST 佣金費用與利息

- 10.1 For any trading of the Securities, the Company is authorized to deduct its commissions and charges in connection with any of Transaction effected with any person for the Client (as notified to the Client from time to time), all applicable levies imposed by Exchange or Clearing House, brokerage, stamp duty, charges, transfer fee, interest and nominee or custodial expenses immediately when it is due.

本公司有權就任何證券交易即時收取佣金及費用(以不時通知客戶的收費標準徵收)，到期繳交的所有適用的交易所或結算所收費、經紀費、印花稅、費用、轉讓費、利息及到期需繳交的代理人或託管費用。

- 10.2 To the fullest extent permitted by the applicable laws, rules and regulations, the Client shall not be entitled to any interest as may be received by the Company attributable to any credit balance of the Client on the Account. The Client is obliged to pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand. Overdue interest shall be compounded monthly and shall itself bear interest.

於適用法律、規則及規例容許的最大範圍內，客戶無權收取本公司因客戶於戶口中存有之任何款額而可能獲得之任何利息。客戶必須按本公司不時規定的利率及通知客戶的條款，支付帳戶內任何借方結餘(包括欠下公司之任何債務)的利息予本公司。此等利息按日計算，並且必須於每曆月最後一天或應本公司付款要求支付。逾期利息按每月複利計算，所欠利息本身亦須計算利息。

- 10.3 To the fullest extent permitted by the applicable laws, rules and regulations, the Client agrees that the Company is entitled to solicit, accept and retain for the Company's own benefit any rebate, brokerage, commission, fee benefit, discount and/or other advantage from any Transaction effected by the Company. The Company may also offer at its absolute discretion any benefit or advantage to any person in connection with such Transaction.

於適用法律、規則及規例容許的最大範圍內，客戶同意本公司有權以其本身利益，索取、接受及保留任何為客戶與任何人士完成之任何有關交易而產生之回佣、佣金、費用利益、回扣及/或類似的益處。本公司亦可以行使其絕對酌情權向任何人士提供就該等有關交易有關之利益或益處。

11. EVENT OF DEFAULT 違約事件

- 11.1 Any of the following events shall constitute an event of default:-

任何下列事件均會構成違約事件：-

- (i) the failure of the Client to pay the Margin or any part thereof when demanded by the Company;
客戶於本公司要求時沒有繳付保證金或其任何部份；
- (ii) the Client failing to pay any sum of whatever nature under these Terms and Conditions or the Agreement;
客戶未能繳付任何根據本條款及細則或協議應付的費用；
- (iii) breach by the Client of any terms and conditions contained in these Terms and Conditions or the Agreement;

客戶違反任何本條款及細則或協議項下的條款及條件；

- (iv) the continuing performance of any terms and conditions of these Terms and Conditions or the Agreement becomes illegal or is claimed by any regulatory authority to be illegal;
繼續履行本條款及細則或協議下的條款及條件會變成非法或被任何監管機構指為非法；
- (v) notice by the Company of the death or mental incapacity of the Client;
本公司獲通知客戶死亡或神智不清；
- (vi) the Client shall become insolvent or generally suspend payment of debts when the same become due or a bankruptcy petition or a winding-up petition is being presented against the Client or a resolution is being passed for the winding-up of the Client; or the Client shall suffer any distraint or levy of execution of any kind; or a receiver is being appointed over the Client or any of them or any substantial part of the property of the Client; and
客戶無力清償債務或出現暫停償還到期債務；客戶已被申請破產或清盤或有關的命令或決議已頒佈或通過；或客戶被扣押資產；或法院就客戶或其中一位或其重要資產委任接管人；及
- (vii) circumstances shall have arisen or continued which, in the Company's absolute opinion, may jeopardize the position of the Company and require the Company to take such action as may be necessary for the protection of the Company.
當本公司根據絕對的意見認為發生或持續發生危害本公司利益的情況而需要採取行動以保障本公司。

11.2 Immediately upon or at any time after the occurrence of any of the event of defaults, the Company shall be entitled (but not obliged to), without prior notice to the Client and without prejudice to the other rights and remedies of the Company and without releasing the Client from any liability, to exercise all or any of the following powers:-

在違約事件發生後即時或於任何時候，本公司有權(但毋須一定)，在未通知客戶及不影響本公司其他權利及補救方法及並無解除客戶任何責任的情況下，執行以下全部或任何其中之一的權力：-

- (i) to immediately close the Account and/or terminate the Margin Facility granted (as the case may be);
即時結清帳戶及/或取消已提供的保證金融資(視屬何情況而定)；
- (ii) to terminate all or any part of the Agreement;
終止協議之全部或任何部分；
- (iii) to cancel any or all non-executed orders or any other commitments made on behalf of the Client;
取消任何或全部未執行之買賣指令或任何其他代客戶作出的承諾；
- (iv) to close out or liquidate all the Client positions under the Account or otherwise in such manner as the Company shall at its absolute discretion consider fit;
按本公司絕對酌情認為合適的方式清算所有客戶於帳戶項下或其他方面的部位；
- (v) to dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
處置其代客戶持有的任何或所有證券，並將處置證券所得款項以及任何結存現金用於償付對本公司的所有尚未償還的欠款餘額，包括本公司在轉讓或出售帳戶項下全部或任何證券或資產，及完善權益過程中所合理地發生的全部費用、收費、法律費用以及如印花稅、佣金和經紀費等開支；
- (vi) to borrow or buy any of the Securities required for delivery in respect of any sale effected for the Client; and
借入或購入任何證券以應付代客戶出售的任何證券的交收；及

- (vii) to combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 15.

按照第15條文結合、併合和抵銷客戶之任何或全部戶口。

- 11.3 All sums due to be paid or owing by the Client to the Company under the Agreement shall become immediately due and payable if an event of default occurs.

協議下客戶所有應支付予本公司的款項，在違約事件發生時將立即轉成為到期應付款。

12. SALE PROCEEDS 出售收益

- 12.1 The sale proceeds or liquidation of the Account made under Clause 11.2 shall be applied in the following order of priority and any residue shall be paid to the Client or to his order:-

根據第11.2條文的出售收益或結束帳戶收益必須按以下次序分配，任何餘額必須支付給客戶或其指定的第三者：-

- (i) payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring and selling all or any of Securities or properties in the Account or in perfecting title thereto;
支付本公司轉讓或出售帳戶內全部或任何證券或財產或完善此等證券或財產之所有權而引致的一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；
- (ii) payment of all accrued interest;
支付所有累計的利息；
- (iii) payment of all monies and liabilities due, owing or incurred by the Client to the Company; and 償付本公司所有客戶拖欠、欠下或承擔的一切款項和責任；及
- (iv) payment of all monies and liabilities due, owing or incurred by the Client to the Associate.
償付聯營公司所有客戶拖欠、欠下或承擔的一切款項和責任。

- 12.2 Any dividends, interest or other payments which may be received or receivable by the Company in respect of any of the Securities may be applied by the Company as if they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of the Agreement the Company may have paid any of the said dividends, interest or other payments to the Client.

儘管出售證券之權力尚未產生，或者本公司簽訂協議之後可能曾經向客戶支付任何股息、利息或其他款項，任何該等證券倘若產生本公司可以收取或應收取的任何股息、利息或其他款項，本公司可視之為本條文述及的出售收益而作出分配。

13. LIABILITY INDEMNITY AND WARRANTY 責任彌償與保證

- 13.1 The Company shall not be liable for any default of any counter-party, bank, custodian, sub-custodian or other entity which holds money, Securities or other documents of title on the Client's behalf or with or through whom Transaction on the Client's behalf is effected. In particular, the Company gives no warranty as to the solvency of counter-party, bank, custodian, sub-custodian or other entity as above.

本公司不會因交易中任何為客戶持有現金、證券或其他所有文件的對手、銀行、託管人、附屬託管人或任何其他實體的違約負上任何責任。特別是，本公司對上述對手、銀行、託管人、附屬託管人或任何其他實體的償付能力不作任何保證。

- 13.2 To the extent permitted by law, the Company will not be liable for loss suffered by the Client in connection with the Company's act(s) for the Client unless such loss directly arises from the Company's gross negligence, willful default or fraud.

於法律容許的範圍內，除非由於本公司的重大疏忽、故意失責或詐騙而引起客戶直接損失，否則本公司不須就其行動而引致客戶任何的損失負上任何責任。

- 13.3 The Client undertakes to keep the Company and its agents and employees fully and effectively indemnified against all costs, charges, liabilities and expenses whatsoever incurred by the Company pursuant to or in connection with the Company's act(s) unless due to the Company's negligence, willful default or fraud.

客戶承諾全部及有效地彌償本公司及其代理人及員工因公司行動而產生的所有成本、費用、債務及支出，除非上述各項是由於本公司的疏忽、故意失責或詐騙而導致。

13.4 The Client represents and warrants (which representations and warranties shall be deemed to be repeated by the Client on each date on which Transaction is entered into under these Terms and Conditions and the Agreement) that:-

客戶陳述與保證(此等陳述與保證將被視作於根據本條款及細則及協議而進行的交易的當天由客戶重新作出) :-

- (i) the Client has full power and authority to execute and deliver these Terms and Conditions and the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under these Terms and Conditions and the Agreement and each of the Transaction and have taken all necessary action to authorize such execution, delivery and performance;
客戶有全面的權力執行及交付本條款及細則及協議及其他任何有關之文件，有全面的權力履行本條款及細則及協議下的義務及每項交易，並且已採取一切必要的行動授權上述各項的執行、交付及履行；
- (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or oblige the Client to create any lien, security interest or encumbrance;
任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或其資產的法律、憲制性文件、押記，信託契據、合約、其他文件或合約規限；或與上述各項有所衝突；或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (iii) all governmental, regulatory or other consents, approvals and permits that are required to have been obtained by the Client in relation to these Terms and Conditions and the Agreement have been so obtained and are in full force and effect and all conditions of any such consents, approvals and permits have been complied with;
客戶就本條款及細則及協議需取得所有政府的、監管機構或其他方面的許可、批准及准許已取得並完全有效。所有上述許可、批准及准許的全部條件亦已經遵守；
- (iv) the obligations under these Terms and Conditions and the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
本條款及細則及協議項下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (v) the Client will comply with all laws, rules, regulations, codes and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of the Company and the Client from time to time; and
客戶將遵守所有不時適用於本公司及客戶的任何相關司法管轄區、交易所、市場或監管機構的法律、規則、規例、守則及披露要求；及
- (vi) the Client will promptly give (or procure to be given) to the Company such information and assistance as the Company may require to enable the Company to assist or achieve compliance with any of the obligations under these Terms and Conditions and the Agreement.
客戶須即時提供(或設法提供)予本公司所須的相關資料及協助以便公司可履行及遵守本條款及細則及協議項下的義務。

13.5 If the Company solicit 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 documents the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

假如本公司向客戶招攬銷售或任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及

本公司可能要求客戶做出的聲明概不會減損本條款的效力。

14. TERMINATION 終止

14.1 Either party may terminate the Agreement at any time by written notice to other to take effect immediately or on such date as may be specified in such notice.

任何一方當事人均可在任何時候以書面通知另一方當事人即時或於該通知中指定的日子終止協議。

14.2 Termination of the Agreement pursuant to Clause 14.1 shall be:-

根據第 14.1 條文終止協議：-

- (i) without prejudice to the completion of any of the Transaction or the Transactions already undertaken and any of the Transaction or all the Transactions outstanding at the time of termination will be settled and delivery made;
不影響任何已完成或發動的交易。任何或所有於協議終止時仍未完成的交易將會繼續進行交收；
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
不影響任何已產生的權利、現行的承諾或其他任何擬於終止協議後仍然生效的合約條款；及
- (iii) without penalty or other additional payment save that the Client will pay:-
客戶除須繳付下列各項外，並無任何罰款或附加費：-
 - (a) all outstanding fees and charges under these Terms and Conditions and the Agreement;
任何本條款及細則及協議下仍未繳清的收費及費用；
 - (b) any expenses incurred by the Company under these Terms and Conditions and the Agreement and payable by the Client;
本公司根據本條款及細則及協議代客戶墊支的支出；
 - (c) any additional expenses incurred by the Company in terminating these Terms and Conditions and the Agreement; and
本公司於終止本條款及細則及協議時代客戶墊支的額外支出；及
 - (d) any loss necessarily realized in settling or concluding outstanding obligations under these Terms and Conditions and the Agreement.
任何因了結本條款及細則及協議項下仍未履行的義務而引起的損失。

15. LIEN SET-OFF AND CONSOLIDATION 留置權抵銷與併合

15.1 In addition and without prejudice to any general lien, set off or other similar right to which the Company may be entitled by law, the Company for itself or as agent for any of the Associate may at any time, without prior notice to the Client:-

除本公司根據法律有權享有的一般留置權、抵銷或相類似的權利外及不影響上述留置權、抵銷或相類似的權利之前提下，本公司可以為其本身及作為聯營公司代理人，在毋須事前通知客戶的情況下:-

- (i) to combine or consolidate any or all accounts including the Account of any nature whatsoever and either individually or jointly with others, maintained with the Company or the Associate and the Company may set off or transfer any monies, the Securities or other property in any such accounts to satisfy obligations or liabilities of the Client due and owing to the Company or any of the Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
結合或併合客戶在本公司或聯營公司內開立的不論是個人或聯名的任何或全部戶口(包括帳戶)。本公司可以將任何此等戶口內之款項、證券或其他財產抵銷或轉讓，用以解除客戶對本公司或任何聯營公司拖欠的義務或責任，不論此等義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或分別的；及

- (ii) if any sum remains due and unpaid hereunder, to retain all or any the Securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Company or the Associate for or in the name of the Client whether for safe custody or otherwise and to sell or dispose of the same or any part thereof at such price as the Company shall determine whether by public auction, private treaty or tender and the Company may engage such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after first deducting all costs and expenses.

倘若客戶有任何款項到期而未付，保存所有或任何存放於或由本公司或聯營公司以其他方式代客戶或以其名義持有的證券、貴重物品或任何其他財產，不論上述證券、貴重物品或其他財產是屬於保管或其他性質。同時，本公司可將上述證券、貴重物品或其他財產或其任何部份以公開拍賣、私下協議或招標出售或處理。為此，本公司可聘用代理或經紀並可將所得款項於扣除本公司所有費用及支出後，用以抵銷協議下的任何或所有欠款。

16. CURRENCY EXPOSURE 外幣交易

- 16.1 For the dealing in Securities and for cash settlement in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and risk.

對於以港幣以外的貨幣進行的證券業務及現金交收，客戶承認由於匯率的波動，此等業務及交收有可能導致盈虧，該等盈虧須全部由客戶承擔。

17. FORCE MAJEURE 不可抗力

- 17.1 While the Company will endeavour to comply with the Company's obligation in a timely manner the Company will incur no liability whatsoever for any partial or non-performance of the Company's obligations by reason of any cause beyond the Company's reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and the Company shall not be held liable for any loss the Client may incur as a result thereof. 本公司會竭盡所能地並及時地去履行其責任，但倘若本公司由於超越其合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失誤、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本公司不須對此負上責任。本公司亦毋須對客戶因上述原因而遭受的損失負責。

18. CONCLUSIVE EVIDENCE 終局性證據

- 18.1 A certificate by any duly authorized officer of the Company as to the moneys and liabilities for the time being due or owing to the Company from or by the Client shall be binding on the Client and conclusive evidence in any legal proceedings against the Client in all courts of law and elsewhere.

由本公司獲授權人士發出關於客戶拖欠或尚欠本公司的款項及債務的證書均對客戶具約束力及將會於所有法庭及其他地方內任何針對客戶的法律訴訟中，成為終局性的證據。

19. JOINT ACCOUNT 聯名帳戶

- 19.1 This Clause applies only where the Client consists of more than one person such as joint account holders, trustees or personal representatives.

本條文只適用於客戶多於一個人的情況，例如聯名帳戶持有人、信託人或遺產代理人。

- 19.2 The Client shall be jointly and severally liable for all or any of the obligations under the Agreement or in any other dealings between the Client and the Company.

客戶須共同或個別地負責所有協議下或客戶與本公司之間的業務往來所產生的所有或任何義務。

- 19.3 Unless and until the Company receives written notice signed by all of the Client withdrawing or varying the same so as to limit such authority to a specific named individual:-

除非及直至本公司收取所有客戶書面通知取消或更改授權權限以令此等權限只授予指定的人士：-

- (i) each joint account holder will have authority on behalf of all the joint account holders to deal with the Company fully and completely as if it were the sole owner of the Account without

any notice to the other joint account holders;
每一個聯名帳戶持有人均有全面及完全的權力在無須通知其他聯名帳戶持有人的情況下與本公司進行業務，猶如是帳戶的唯一持有人一樣；

- (ii) any of the joint account holders may give the Company an effective and final discharge in respect of any of their obligations; and
任何一個聯名戶持有人均可有效地及最終地解除本公司的義務；及
- (iii) any notice or communication given to one of the joint account holders shall be deemed to be given to all.
任何給予其中一名聯名帳戶持有人的通知或通訊均視為已送達予全部聯名戶持有人。

19.4 On the death of any of the Client, the Agreement will not terminate but remain binding on the other person(s) constituting the Company's client and the Company may treat such survivor(s) as the only party to the Agreement with the Company. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Account will be vested in the survivor(s) under the Account upon death of the account holder(s).

協議不會因任何一名客戶去世而終止，並對其他在世的客戶仍有約束力。並且，公司會視該在世的客戶是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於客戶身故後帳戶一切的權利及權益將歸於帳戶的尚存者。

19.5 Notwithstanding the foregoing the Company reserves the right in its sole discretion:-
儘管上述條文，本公司保留酌情權：-

- (i) to require joint instructions from some or all of the joint account holders before taking any action under the Agreement; and
於採取任何行動前，向所有或多於一位的客戶尋求共同指示；及
- (ii) if the Company receives instructions from a joint account holder which in the Company's opinion conflict or are inconsistent with other instructions, advise one or more joint account holders of such conflict or inconsistency and/or take no action on any such instructions until the Company receives further instructions satisfactory to the Company.
倘若根據本公司的意見認為本公司接到其中一名聯名帳戶持有人的指令與其他指示有衝突及不一致，通知一個或多個聯名帳戶持有人此等衝突及不一致及/或不執行有關指示直至本公司收到認為恰當的進一步指示為止。

20. WAIVER 寬免

20.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Company of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Company.

本公司不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以其他方式行使或執行任何其他有關權利、補救方法、權力或特權。本協議賦予本公司的權利、補救方法、權力和特權是累加的，將不會取代法律或本公司持有的其他文件所賦予本公司的權利、補救方法、權力或特權。

21. ASSIGNMENT 轉讓

21.1 The Client shall not assign any of his rights, obligations or liabilities under the Agreement.
客戶不可轉讓任何協議下的權利、義務或責任。

21.2 The Company may at any time assign all or any of its rights or benefits hereunder and in that event the

assignee shall have the same rights or benefits against the Client as it would have had as if the assignee had been a party hereto and the Client hereby waives and forgoes all his rights, if any, to challenge the validity of any such assignment.

本公司可以隨時轉讓協議下的所有或部份權利或利益，而受讓人應有與本公司相同的權利或利益，猶如受讓人為協議的當事人一樣。客戶通過本條文寬免及放棄及所有質疑此等轉讓的有效性的權利。

22. SEVERABILITY 條款的各自獨立性

22.1 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

倘若本條款及細則的某些條文於任何司法管轄區變成不合法、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及本條款及細則的其他條文的合法性、有效性或可執行性不受影響。

23. AMENDMENT 修訂

23.1 The Client agrees and accepts that the Company may unilaterally amend the terms of these Terms and Conditions by giving the Client a notice of the changes in writing at any time to the extent permitted by laws.

客戶同意及接受，本公司可於法律容許的情況下，在任何時候以書面通知客戶單方面修訂本條款及細則的條文。

24. NOTICE 通知

24.1 A notice or demand by the Company under the Agreement may be served by post, personal delivery, cable, telex, facsimile or e-mail transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, cable, telex, facsimile or e-mail transmission or personal delivery on the day of such personal delivery, cable, telex, facsimile transmission or delivery if addressed to the Client or the legal or personal representative(s) of the Client at the last known address according to the record of the Company.

本公司就任何根據協議由本公司發出的通知或付款要求可以以郵遞、專人送遞、電報、電傳、圖文傳真或電郵方式送達。如以郵遞方式發出，則於投寄翌日已視為有效地送達(儘管其後該郵件由於未能送達而被退回)；如以專人送遞、電報、電傳、圖文傳真或電郵方式發出予客戶，其法律代表或遺產代理人於本公司紀錄所載及最後所知的地址，則在該專人送遞、電報、電傳、圖文傳真或電郵派發或發出當日已視為有效地送達。

24.2 A notice by the Client or his legal representative(s) or his estate may be served by post, personal delivery, cable, telex, facsimile or e-mail transmission at the registered office or last known address of the Company but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery, cable, telex or facsimile transmission by the Company.

客戶或其法律代表或其遺產代理人發出或提出的通知可採用郵遞、專人送遞、電報、電傳、圖文傳真或電郵方式將其送達至公司註冊地址或其最後獲知的公司地址。除非及直至公司實際上收到該郵遞、專人送遞、電報、電傳、圖文傳真或電郵，否則不應視為有效送達。

25. TIME OF ESSENCE 時間要素

25.1 Time shall in all respects be of essence in the performance of all of the Client's liabilities and obligations under the Agreement.

就客戶履行協議下的各方面責任及義務而言，時間於各方面均為協議的要素。

26. CONFLICT 爭議

26.1 In the event of any difference in interpretation or meaning between the Chinese and English version of these Terms and Conditions, the Client and the Company agree that the English version shall prevail.

如本條款及細則中英兩種語文版本的釋義之間有不一致，客戶和本公司均同意以英文版本為準。

27. CHANGE OF INFORMATION 資料轉變

- 27.1 The Company and the Client undertake to inform each other of any material change to the information provided in the Agreement. In particular, the Client and the Company agree that:-
本公司及客戶承諾，倘若根據協議所提供之資料有任何重大變動，將通知對方。特別是，客戶及本公司同意：-
- (i) the Company will notify the Client of any material change to its business which may affect the services rendered to the Client by the Company; and
倘若本公司業務出現任何重大變動，而該等變動可能影響本公司向客戶提供之服務，則本公司將會通知客戶有關變動；及
 - (ii) the Client will notify the Company of any change of name and address and provide such supporting documents as reasonably required by the Company.
客戶將通知本公司有關其姓名及地址之任何變動，並按本公司合理之要求提供證明文件。

28. TAX STATUS 稅務身份

- 28.1 The Client hereby certifies that the Client is not a citizen of the United States of America nor a resident of the United States of America for US federal income tax purposes and is not subject to the tax of United States of America. The Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Client hereby consents for the Company or any of its affiliates (collectively "the Company Group") to share his information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish his tax liability in any jurisdiction. The Client consents and agrees that the Company Group may withhold from the Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, Foreign Account Tax Compliance Act. The Client hereby undertakes to notify the Company Group of any change of the above tax status in writing forthwith.
客戶謹此核證客戶並非美國公民亦非美國聯邦入息稅務為目的屬於美國居民。客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意本公司或其任何聯營公司(以下統稱「公司集團」)於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意公司集團可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從客戶帳戶中預扣款項。客戶謹此承諾即時以書面通知公司集團上述稅務身份的任何變動。

29. RISK DISCLOSURE 風險披露

- 29.1 The Client acknowledges that it has carefully read the Risk Disclosure Statement set out in Appendix 2 hereto and fully understood all risks in the Risk Disclosure Statement.
客戶確認，已詳細閱讀於本條款及細則附件 2 載列的風險披露聲明；及完全明白所有於風險披露聲明中所述及的風險。
- 29.2 The Client acknowledges and confirms that it is financially capable of absorbing all risks set out in the Risk Disclosure Statement.
客戶確認及承認，客戶於財務上有能力吸納所有於風險披露聲明中所述及的風險。
- 29.3 The Client acknowledges and agrees that to the extent permitted by law, the Company shall not be held liable to loss and damages incurred or sustained by the Client arising out of or in connection with dealing in the Securities under and pursuant to these Terms and Conditions and the Agreement.
客戶確認及承認，於法律容許的範圍內，本公司毋須對客戶於本條款及細則及協議項下進行的證券交易而引致或導致的損失及損害承擔任何責任。

30. PERSONAL DATA 個人資料

- 30.1 Where the Client or his representative is an individual, the Company is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data and, in addition, the Company's Data Privacy Policy Statement annexed to Appendix 1 of these Terms and Conditions. The Client agrees to be bound by the terms and conditions set out therein.

倘若客戶或其代表是個人，本公司使用有關的個人資料時會受到香港規管私人資料使用的《個人資料（私隱）條例》的約束。另外，本公司的個人資料私隱政策聲明已附載於本條款及細則的附件 1。客戶同意，受個人資料私隱政策聲明載列的條款及條件的約束。

31. GOVERNING LAW AND JURISDICTION 適用法律及司法管轄權

- 31.1 These Terms and Conditions and the Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to these Terms and Conditions and the Agreement irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts but the Company shall be entitled to enforce these Terms and Conditions and the Agreement in courts of other competent jurisdiction as the Company may select.

本條款及細則及協議各方面均受香港法律管轄並按香港法律解釋。本條款及細則及協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本公司有權在其選擇的其他有司法管轄權的法院強制執行本條款及細則及協議。

PART II – SPECIFIC TERMS FOR CASH ACCOUNT

第 2 部份 – 現金帳戶之特定條款

1. The provisions in these Specific Terms shall apply to the Cash Account only.
本特定條款之所有條文僅適用於現金帳戶。
2. The Cash Account established with the Company is subject to the General Terms and Conditions and these Specific Terms for Cash Account and the Specific Terms for New Issue Application (if applicable).
於本公司開立的現金帳戶須受一般條款及細則及本現金帳戶之特定條款及新上市申請之特定條款(如適用)的條文所規管。
3. For any securities of the Client deposited with the Company not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities which are received by the Company shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by the Company. For any securities forming part of a larger holding of identical securities which are held by the Company for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by the Company. The Company shall not be responsible for any failure in making such distribution of any party which holds securities of the Client for safekeeping. The Company may also exercise voting right on behalf of the Client with respect to such securities upon prior specific instruction received by the Company from the Client.
凡由本公司代客戶持有不以客戶的名義登記的證券，則任何就該等證券的應計股息、分派或利益將會由本公司代收，然後記入客戶的有關帳戶(或者按協定付款給客戶)，本公司可就此收取合理行政費用。倘該等證券屬於本公司代客戶以及其他客戶持有較大數量的同一證券的一部份，客戶有權按其所佔的比例獲得該等證券的利益，本公司也可就此收取合理行政費用。倘持有客戶的證券以提供保管服務的其他人士未能作出有關的分配，本公司毋須為此而負上任何責任。本公司亦可依照客戶事先的具體指示就該等證券代客戶行使表決權。
4. The Company is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.
本公司毋須向客戶交還客戶原先所交付或存放的證券，而只會向客戶付交還同一類別、面值、名義數額及等級的證券。
5. Without prejudice to any other rights and remedies available to the Company and subject to all applicable laws, rules and regulations, the Company is authorized to dispose of any of the securities from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to the Company or a third person.
在不損害本公司可能擁有的其他權利和補救及受限於所有適用法律、規則及規例的前提下，本公司獲授權處置不時由從客戶收取或代客戶持有的證券，以解除由客戶或代客戶對本公司或第三者所負的任何法律責任。

PART III – SPECIFIC TERMS FOR NEW ISSUE APPLICATION

第 3 部份 – 新上市申請之特定條款

1. The provisions in these Specific Terms shall apply to the New Issue Application only.
本特定條款之所有條文僅適用於新上市申請。
2. New Issue Application is subject to the General Terms and Conditions and the Specific Terms for Cash Account and the Specific Terms for Margin Account (if applicable) and these Specific Terms for New Issue Application.
新上市申請須受一般條款及細則及現金帳戶之特定條款及保證金帳戶之特定條款及本新上市申請之特定條款的條文所規管。
3. The Client shall familiarize himself and abide by all the terms and conditions governing the Securities to be newly listed and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such new listing and/or issue and the Client acknowledges and agrees to be bound by such terms and conditions in any such Transaction the Client may have with the Company.
客戶本人須熟悉了解並予以遵守規管新上市及/或新發行的證券及其申請及在該新上市及/或新發行的證券的招股章程及/或發售文件以及申請表或任何其他相關文件中已載列的條款和條件。客戶並且確認及同意在其與本公司進行的任何有關交易中均受上述條款和條件的約束。
4. The Client acknowledges and understands that the legal, regulatory requirements and market practice in respect of application for new securities may change from time to time. The Client undertakes to provide to the Company with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice.
客戶確認及理解，關於新上市證券申請的法律和監管要求及市場慣例均會不時作出修訂。客戶承諾，會根據上述法律和監管要求及市場慣例向本公司提供必要的資料，採取必要的額外行動，作出必要的額外陳述、保證和承諾。
5. When the Client asks the Company to apply for new issues on the Client's behalf, the Client represents and warrants to and agrees with the Company that:-
倘若客戶要求本公司代客戶申請新上市證券，客戶向本公司聲明，保證及同意：-
 - (i) (if the application is made for the Account) no other application is being made for the Account by the Client or by anyone applying as the Client's agent or by any other person;
(倘若有關申請是代表帳戶提出)客戶絕不再為帳戶提出申請，或由任何以客戶代理人身份行事的人士，或其他任何人士為帳戶提出申請；
 - (ii) (if the application is made by the Client as agent for the account of another person) no other application is being made by the Client as agent for or for the account of that person or by that person or by any other person as agent for that person;
(倘若客戶以代理人身份代表其他人士之戶口提出申請)客戶絕不再以代理人身份代表該人士或其戶口提出申請，而該人士或任何其他以該人士代理人身份行事的人士亦不可再提出申請；
 - (iii) the applicants under such applications are fully entitled to make such application and hold Securities applied for and no breach of any laws, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and
該項申請項下之申請人可全權提出申請及持有所申請之證券，且不會由於或因為提出申請或取得該等申請之批准而產生或導致違反世界任何地方之法律、規例或其他規定；及
 - (iv) the Company is fully authorized to sign an application on the Client's behalf.
本公司有全權代表客戶簽署申請。
6. The Client acknowledges and confirms that, if an application is made by an unlisted company that does not carry any business other than dealing in shares and in respect of which the Client exercises control, such an application shall be deemed to be an application made for the Client's benefit.
客戶承認及確認，凡屬於除證券買賣外並無任何其他業務且受客戶控制的非上市公司所提出的申請應被

視作是為客戶的利益而提出的申請。

7. The Client agrees and acknowledges that the foregoing declaration and/or representation will be relied on by the Company when making the application, and by the issuer in determining whether it will make allotment to such application.

客戶同意及承認，本公司會依賴上述之聲明及/或保證為客戶提出申請，而發行證券的公司亦會依賴該等聲明及保證，決定是否就該項申請分配股份。

PART IV – ON-LINE TRADING AGREEMENT

第 4 部份 – 網上交易協議

1. Once the Login ID and the Password are issued by the Company to the Client, the Electronic Services shall be activated and the Company shall notify the Client in respect thereof.
當本公司向客戶發出識別碼及密碼後，電子服務將被啟動，而本公司將會就此通知客戶。
2. The Company is entitled to require the Client to place a cash and/or the Securities deposit prior to execution of any of the Electronic Instruction as required by the Company from time to time.
本公司有權於執行任何電子指示之前，要求客戶按本公司不時要求存放現金及／或證券作為按金。
3. The Client agrees that:-
客戶同意：-
 - (i) the Client shall use the Electronic Services in strict accordance with these Terms and Conditions and the procedures and steps as set out in the Company's instruction manual which is provided to the Client from time to time;
嚴格根據本條款及細則及本公司不時提供予客戶之指示手冊內所載列之程序及步驟使用電子服務；
 - (ii) the Client shall be the only authorized user of the Electronic Services;
客戶乃電子服務之唯一授權使用者；
 - (iii) the Client shall be responsible for the confidentiality and use of the Login ID and the Password;
客戶須對識別碼及密碼之保密及使用負責；
 - (iv) the Client shall be solely responsible for all the Electronic Instruction entered through the Electronic Services using the Login ID and the Password and any of the Electronic Instruction so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;
客戶須就使用其識別碼及密碼透過電子服務輸入之所有電子指示承擔全部責任，本公司將視接獲之任何電子指示於本公司接獲時是以本公司所接獲方式由客戶發出；
 - (v) the Client shall immediately inform the Company if the Client becomes aware of any loss, theft or unauthorized use of the Login ID or the Password;
倘若獲悉其識別碼或密碼已遺失、遭偷取或擅用，須立即知會本公司；
 - (vi) the Company has the right to suspend the Electronic Services if incorrect Login ID or Password is entered into on 3 occasions;
倘若輸入不正確之識別碼或密碼3次，本公司有權暫停提供電子服務；
 - (vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept electronic communications from the Company at the e-mail address the Client has specified;
客戶需向本公司提供客戶之電郵地址，如客戶之電郵地址有任何改變，須及時知會本公司，並於客戶指定之電郵地址接收來自本公司之電子通訊；
 - (viii) the Company may at its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Electronic Services;
本公司可全權就可透過電子服務發出之指令的類別、指令價格範圍施加限制；
 - (ix) the Client shall pay all subscription, service and user fees, if any, that the Company charges for the Electronic Services and authorizes the Company to debit the Account with the same;
客戶需支付本公司就電子服務所收取之一切訂用、服務及使用費（如有），並授權本公司於帳戶內扣除該等款項；
 - (x) the Client shall be bound by any consent the Client gives through the Electronic Services for the Company to provide any notices, statements, trade confirmations and other

communications to the Client solely through Electronic Services; and
客戶如透過電子服務同意本公司只以電子服務方式向客戶發出任何通告、結單、確認書及其他通訊，則須受此項同意之約束；及

- (xi) the Client shall logoff the Electronic Services immediately following the completion of each Electronic Services session.
客戶須於每次電子服務時段完成後立即退出登錄電子服務。
4. After the giving of the Electronic Instruction, the Client shall check via the Electronic Services that the Electronic Instruction has been correctly acknowledged by the Company.
於發出電子指示後，客戶須透過電子服務查看其電子指示是否已獲本公司正確妥為認收。
5. Without limiting the generality of the foregoing, the Client acknowledges and agrees that the Client may not be possible to amend or cancel the Electronic Instruction in whole or in part after it has been given and that the Electronic Instruction may only be amended or cancelled if it has not been executed by the Company. In the circumstances, the Company will use its best efforts to amend or cancel the Electronic Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, the Company gives no guarantee as to that the amendment or cancellation will be effectively made. In the event that the amendment or cancellation is not effectively made, the Client shall remain liable to the original Electronic Instruction.
在不局限於前述條文之一般性原則下，客戶承認及同意，發出的電子指示可能無法全部或部份地被修訂或取消，有關電子指示只有在未被本公司執行前方可能被修訂或取消。在此等情況下，本公司將盡最大努力修訂或取消電子指示，但即使本公司認收有關修訂或取消之訊息，亦不保證必定作出有效的修訂或取消。假如未能作出有效的修訂或取消，客戶仍須對原有電子指示承擔責任。
6. In the case the Electronic Services is not available; the Client shall place the instruction by other means in accordance with these Terms and Conditions.
倘若電子服務無法使用，客戶須以其他途徑根據本條款及細則發出指示。
7. The Company may convey the Information to the Client by the Electronic Services. The Client may be charged a fee for the Information provided that the Company has been obtained from any markets and from other third-parties that transmit the Information (collectively referred to as the "Information Providers").
本公司可透過電子服務向客戶傳遞資訊。客戶或需就本公司所提供取自任何市場及傳送之其他第三者（以下統稱「資訊供應商」）之資訊而繳付費用。
8. The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:-
資訊乃本公司、資訊供應商或其他人士之財產，受版權保障。客戶不得：-
- (i) not upload, post, reproduce or distribute any of the Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and
未經版權擁有人先許可，上載、張貼、複製或分派受版權或其他知識產權（包括公開資料及保持私隱之權利）保障之任何資訊、軟件或其他材料；及
- (ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
於其本身用途或其通常業務運作範圍以外使用該等資訊或其任何部分。
9. The Client agrees not to:-
客戶同意：-
- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);
未經本公司及有關資訊供應商以書面明示同意，不得複製、再傳送、傳播、出售、分派、刊登、廣播、傳閱或使用該等資訊作任何商業用途；

- (ii) use the Information for any unlawful purpose;
不得使用該等資訊作非法用途；
 - (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on SEHK.
不得使用該等資訊或其任何部分以建立、維持或提供或協助建立、維持或提供買賣於聯交所掛牌之證券之交易平台或買賣服務。
10. The Client agrees to comply with the requirements stipulated by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Electronic Services.
客戶同意遵從本公司為保障資訊供應商及本公司在資訊及電子服務各自之權利而作出之規定。
11. The Client shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.
客戶須遵從本公司不時發出有關獲准使用資訊之合理指示。
12. The Client acknowledges that the Electronic Services, and any software comprised in it, is proprietary to the Company. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate the Electronic Services if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached these Terms and Conditions.
客戶承認，電子服務及所包括之任何軟件乃屬本公司專有。客戶保證及承諾，客戶不得及不得試圖竄改、修改、解編、反編程破壞、策劃或以任何其他方式予以改動，亦不得試圖未經授權進入電子服務之任何部分或所包括之任何軟件。客戶同意，倘若於任何時候違反或本公司於任何時候合理懷疑客戶已違反本條款及細則，則本公司有權終止電子服務。
13. To the fullest extent permitted by the applicable laws, rules and regulation, the Company, the Associate, its agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:-
於適用法律、規則及規例容許的最大範圍內，本公司、聯營公司、其代理人資訊供應商毋須就因超出彼等合理控制範圍之情況(包括但不限於以下各項)而令客戶蒙受之任何損失、費用、開支或負責承擔責任：
- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under our control;
透過電話、電子或其他不受本公司控制之系統向本公司或由本公司傳送之通訊出現延誤、故障或不準確情況；
 - (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by the Information Providers;
由資訊供應商提供之研究、分析、市場數據及其他資訊出現延誤、不準確、遺漏或無法取用之情況；
 - (iii) unauthorized access to communications systems, including unauthorized use of the Login ID, the Password and/or the account numbers; and
被未經授權進入通訊系統，包括未經授權使用識別碼、密碼及／或帳戶號碼；及
 - (iv) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
爆發戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所關閉或正常買賣受干擾、天氣情況惡劣及天災。
14. The Client agrees to defend, indemnify and hold the Company, the Associate, its agents and the Information Providers harmless from and against any and all claims, losses, liability costs and

expenses (including but not limited to legal costs) arising from the Client's violation of these Terms and Conditions, applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of these Terms and Conditions.

客戶同意，就因客戶違反本條款及細則、適用之證券法規或規例或任何第三者權利（包括但不限於，侵犯任何版權、違反任何所有權利及侵犯任何私隱權）而引致之任何及所有索償、損失、負債、費用及開支（包括但不限於律師費用），向本公司、聯營公司、其相應代理人及資訊供應商作出答辯、彌償及令本公司、其相應代理人及資訊供應商不蒙受損失。此項責任於本條款及細則終止後仍然生效。

15. The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions.

客戶承認，儘管本公司已盡力確保所提供資訊準確可靠，但本公司不擔保其準確性或可靠性，故此不會就因任何不正確或遺漏而引致之損失或損害而承擔責任（無論其訴因是有關合同，侵權行為或其他任何理由）。

16. The Company reserves the right to terminate the Client's access to the Electronic Services or any part thereof at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login ID, the Password and/or the account number(s), breach of these Terms and Conditions, discontinuance of the Company's access to any of the Information from any of the Information Providers or termination of one or more agreements between the Company and the Information Providers.

本公司保留權利，在毋須通知及不受限制下，以任何理由全權決定終止客戶使用電子服務或其任何部分，該等理由包括但不限於，識別碼、密碼及/或帳戶號碼被擅自使用，違反本條款及細則，本公司與資訊供應商之任何資訊中斷，或本公司與資訊供應商之間之一項或多項協議被終止。

17. In the event of termination of the provision of the Information by the Company or the Information Providers, the Company shall have no liability to the Client provided however that if the termination is made without cause the Company will refund the fees paid by the Client on pro rata basis.

如果本公司或資訊供應商終止提供資訊，本公司毋須向客戶承擔責任，但倘若在並無任何理由下終止提供資訊，本公司須按比例退還客戶已支付的費用。

Appendix 1 附件 1

DATA PRIVACY POLICY STATEMENT 個人資料私隱政策聲明

1. From time to time, it is necessary for Clients to supply Grandly Financial Services Limited and its associated or affiliated companies (“Grandly International”) with data in connection with the opening or continuation of accounts and the establishment or continuation of trading or credit facilities or provision of financial, commodities, derivatives, investment, investor education and related services.
客戶在申請開立戶口、延續戶口及建立或延續交易或信貸設施或要求冠力金融服務有限公司及其聯營及關聯公司(下稱「冠力國際」)提供金融、商品、衍生產品、投資、投資者教育及相關服務時，須要不時向冠力國際提供資料。
2. Failure to supply such data may result in Grandly International being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services referred to in clause 1 above.
若客戶未能向冠力國際提供有關資料，可能會導致冠力國際無法開立或延續戶口或建立或延續交易或信貸設施或提供上文第 1 款所述的服務。
3. It is also the case that data are collected from Clients in the ordinary course of the continuation of the business relationship between Clients and Grandly International.
在客戶與冠力國際的正常業務往來過程中，冠力國際亦會收集客戶的資料。
4. The purposes for which data relating to Clients may be used (whether within or outside the Hong Kong Special Administrative Region (“Hong Kong”)) are as follows:
客戶的資料可能會(不論在香港特別行政區(下稱「香港」)或香港以外)用於下列用途：
 - (i) the daily operation of the services and credit facilities provided to Clients;
為客戶提供服務及信貸設施之日常運作；
 - (ii) conducting credit checks;
作信貸檢查；
 - (iii) assisting other financial institutions to conduct credit checks;
協助其他金融機構作信貸檢查；
 - (iv) ensuring ongoing credit worthiness of Clients;
確保客戶的信用維持良好；
 - (v) designing the services, products or facilities referred to in clause 1 above for Clients' use;
為客戶設計上文第1款所述的服務、產品或設施；
 - (vi) marketing the services, products and facilities referred to in clause 1 above (details of the use or provision of personal data by Grandly International for direct marketing purposes are set out in clause 6 below);
宣傳上文第1款所述的服務、產品及設施(有關冠力國際使用及提供個人資料作直接促銷用途的詳情載於下文第6款)；
 - (vii) determining the amount of indebtedness owed to or by Clients;
確定冠力國際對客戶或客戶對冠力國際的債務；
 - (viii) collection of amounts outstanding from Clients and those providing guarantee or security for Clients' obligations;
向客戶及為客戶提供擔保或抵押的人士追收欠款；
 - (ix) meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on Grandly International;
根據冠力國際須遵守的法律及／或監管要求或法庭命令作出披露；

- (x) abiding by the obligations, requirements or arrangements for disclosing and using data that apply to Grandly International or that it is required or expected to comply pursuant to:
根據下列條文須遵守或被要求或被期望履行所有適用於冠力國際有關披露及使用資料之責任、規定或安排；
- (1) any applicable law (including, without limitation, Foreign Account Tax Compliance Act (where applicable)) binding or applying to it within or outside the Hong Kong (whether present or future);
不論於香港或境外對冠力國際具約束力或適用於冠力國際的任何目前或將來存在的適用法律(包括但不限於，海外帳戶稅收合規法案)(如適用)；
 - (2) any guidelines, code of conducts, rules or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong (whether present or future);
不論於香港或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他主管機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引、操守準則、規則或指令；
 - (3) any present or future commitment (whether contractual or otherwise) with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on Grandly International or by virtue of its commercial, financial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other competent authority, or self-regulatory or industry bodies or associations;
冠力國際因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的商業、金融、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的其他承諾；
- (xi) abiding by any requirements, policies, procedures, measures or arrangements for sharing data and information within Grandly International and/or any other use of data and information in accordance with any group-wide programmes for the purpose of complying with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or illegal activities;
遵循所有冠力國際內有關共享資料及資訊之所有規定、政策、程序、措施或安排及/或任何其他為任何群體根據制裁或預防或偵查洗錢、恐怖融資或其他非法或違法活動的規定而訂立有關使用資料及資訊之規定；
- (xii) facilitating and enabling an actual or proposed assignee of Grandly International, or participant or sub-participant of its rights in respect of the Client to evaluate the transaction contemplated to be the subject of the assignment, participation or sub-participation; and
促使冠力國際的實在或擬議關於客戶權益的受讓人，或參與人或附屬參與人對作為轉讓、參與或附屬參與項下擬議的交易作評估；及
- (xiii) purposes relating to any of the above.
與上述任何項目有關的其他用途。

Grandly International may from time to time transfer Clients' data outside of Hong Kong for any of the above purposes.

冠力國際可能會不時將客戶的個人資料轉至香港以外的地方作任何上述之用途。

5. Data held by Grandly International relating to a Client will be kept confidential but Grandly International may provide such data to the following parties (whether within or outside Hong Kong):
冠力國際會把客戶的相關資料保密，但冠力國際可能會把該等資料提供給以下人士(不論在香港或香港以外)：
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to Grandly International in connection with the operation of its business;
任何代理人、承辦商或向冠力國際提供與冠力國際的業務運作有關的管理、電訊、電腦、金融投資、執行交易服務或現金、證券及／或合約結算或交收服務或其他服務的第三方服務提供者；
 - (ii) any other person under a duty of confidentiality to Grandly International including but not limited to any member of the Grandly International which has undertaken to keep such information confidential;
任何對冠力國際有保密責任的人，包括但不限於已承諾把該等資料保密的任何冠力國際集團成員；
 - (iii) any financial institution or dealer with which the Client has or proposes to have dealings;
任何與客戶已有或建議有交易往來的金融機構或交易商；
 - (iv) any credit reference agency and in the event of default, any debt collection agency;
任何信貸資料服務機構及於欠帳時給予收數公司；
 - (v) any actual or proposed assignee of Grandly International or participant or sub-participant or transferee of its rights in respect of the Clients;
任何冠力國際的實在或擬議的關於客戶權益的受讓人或參與人或附屬參與人；
 - (vi) any person providing or proposing to provide guarantee or security for Clients' obligations; and
任何為客戶的責任提供或建議提供擔保或抵押的人士；及
 - (vii) any person to whom Grandly International is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to Grandly International, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or exchange or associations of financial services providers with which Grandly International is expected to comply, or any disclosure pursuant to any commitment (whether contractual or otherwise) of Grandly International with local or foreign legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or exchange or associations of financial services providers, all of which may be within or outside Hong Kong as may be existing (whether present or future).
任何冠力國際對其有義務或根據任何法律上具約束力或適用於冠力國際的要求而須向其作出披露的人；或根據或以其為目的之任何法律、監管、政府、稅務、執法或其他主管機關或金融服務供應商的自律監管或行業組織或交易所或協會作出或發出的指引或指令，而冠力國際據此被期望遵循而須作出的披露；或不論目前或將來冠力國際因本地或外地的法律、監管、政府、稅務、執法或其他主管機關，或金融服務供應商的自律監管或行業組織或交易所或協會的承諾(不論是合約或其他方面的承諾)而須作出的披露。

6. USE OF DATA IN DIRECT MARKETING 在直接促銷中使用資料

Grandly International may use a Client's personal data in direct marketing with the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
在獲得客戶的同意(包括表示不反對)下，冠力國際可能會把客戶的個人資料作於直接促銷。就此，請注意：

- (i) the Client's personal data such as the Client's name, telephone number, email address, correspondence or permanent address, account number, products and services portfolio

information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by Grandly International in direct marketing;

客戶的個人資料，例如：姓名、電話號碼、電郵地址、通信或永久地址、帳戶號碼、產品及服務投資組合信息、交易模式及行為、財務背景及投資目標及經驗等，可能會被使用於直接促銷；

- (ii) the following classes of services, products, facilities and marketing subjects may be marketed:

以下類別的服務、產品、設施及推廣標的可用作促銷：

1. financial, commodities, derivatives, investment, financing, investor education and related services;
金融、商品、衍生產品、投資、信貸、投資者教育及相關服務、產品及設施；
2. reward, loyalty or privileges programmes and related services;
獎賞、年資獎勵或優惠計劃及相關服務；
3. services offered by business partners of any member of Grandly International providing any of the services referred to in clause 6(ii)(1) above; and
由任何冠力國際金融成員的商業夥伴所提供的服務（該等商業夥伴為提供任何上文第 6(ii)(1)款所述的服務的供應商）；及
4. donations and contributions for charitable and/or non-profit making purposes;
為慈善及／或非牟利目的而作出之捐款及捐贈；

- (iii) the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by Grandly International and/or any of the following persons:

上述服務、產品、設施及推廣標的可由冠力國際及／或任何下述各方提供或（就捐款及捐贈而言）徵求：

1. any member of Grandly International;
任何冠力國際集團之成員；
2. third party institutions and providers of any of the services referred to in clause 6(ii)(1) above;
第三方機構及提供任何上文第 6(ii)(1)款所述的服務的供應商；
3. business partners of any member of Grandly International providing any of the services referred to in clause 6(ii)(1) above; and
任何冠力國際成員的商業夥伴（該等商業夥伴為提供任何上文第 6(ii)(1)款所述的服務）；及
4. charitable or non-profit making organizations;
慈善或非牟利組織；

- (iv) Grandly International may, with the Client's written consent (which includes an indication of no objection), also provide the personal data described in clause 6(i) above to any of the persons referred to in clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in clause 6(ii) above. Grandly International may so provide the personal data to such persons for direct marketing purposes for gain.

在獲得客戶的書面同意（包括表示不反對）下，冠力國際亦可能會把上文第6(i)款所述的個人資料提供予上文第6(iii)款所述的任何人士，以供該等人士在其直接促銷上文第6(ii)款所述的服務、產品及設施時使用。冠力國際可能會為得益而向該等人士提供個人資料，以供該等人士用於直接促銷。

If a Client wishes Grandly International to cease to use and provide his/her personal data to other persons for use in direct marketing, the Client may notify Grandly International in writing

by mailing or faxing the written notification to the postal address or fax number provided in clause 9 below. Grandly International shall then cease to use and provide his/her personal data for direct marketing purposes without any charge.

如客戶希望冠力國際停止使用客戶的個人資料及提供予其他人士作直接促銷用途，客戶可以規定的方式通知冠力國際資料保護專員，其郵寄地址及傳真號碼載於下文第9款。此後，冠力國際必須停止使用及提供客戶的個人資料作直接促銷用途，費用全免。

7. Under and in accordance with the terms of the Ordinance, an individual has the right to: 在符合私隱條例之條款情況下，任何個人有權：
- (i) check whether Grandly International holds data about him/her and the right of access to such data;
查冠力國際是否持有客戶的資料及查閱有關的資料；
 - (ii) require Grandly International to correct any data relating to him/her which is inaccurate; and
要冠力國際更正與該人士有關而不準確的資料；
 - (iii) ascertain Grandly International's policies and practices in relation to data and to be informed of the kind of personal data held by Grandly International.
查悉冠力國際對處理資料的政策與實務及冠力國際所持有的個人資料的種類。
8. In accordance with the terms of the Ordinance, Grandly International has the right to charge a reasonable fee for the processing of any data access request.
根據私隱條例的規定，冠力國際有權就處理任何查閱資料的要求收取合理費用。
9. The person to whom requests for ceasing to use of personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held are to be addressed as follows:
如欲要求停止使用客戶的個人資料作直接促銷用途或查詢或更正資料或查詢有關政策、慣例及資料的種類，請向以下人士提出：
- The Data Protection Officer
資料保護專員
- Grandly International Financial Group Limited
冠力國際金融集團有限公司
- 16/F, 83 Wan Chai Road, Wan Chai, Hong Kong
香港灣仔灣仔道 83 號 16 樓
- Tel 電話：(852) 2768-3800
Fax 傳真：(852) 2768-3808
10. This Statement may be revised, amended or supplemented from time to time by Grandly International. The most up-to-date statement can be found in Grandly International's website at www.grandlyifg.com or available from Grandly International upon written request.
冠力國際可對本聲明不時作出修改、修訂或補充。最新版本的聲明可於冠力國際之網站 www.grandlyifg.com 取覽或以書面方式向冠力國際索取。

In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

如本聲明的中英文版本有任何歧義，概以英文版本為準。

Appendix 2 附件 2

RISK DISCLOSURE STATEMENT 風險披露聲明

1. RISK OF SECURITIES TRADING

證券交易的風險

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

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

2. RISK OF TRADING FUTURES AND OPTIONS

期貨及期權交易的風險

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your 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. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

3. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

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.

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

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

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

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.

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

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

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

獨立的專業意見。

4. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

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 jurisdiction which may be different from the Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，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條例及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

In addition, client assets may be received or held in the omnibus account in the name of licensed or registered person with execution broker either in Hong Kong or elsewhere who are not an exchange participant and not required to take out insurance as required under the Securities and Futures (Insurance) Rules (Cap. 571AI), Laws of Hong Kong. Therefore, client assets will be subject to additional risks which include the risks of losses arising out of the loss of client assets attributable to the fraudulent or dishonest conduct of the licensed or registered person's employees; robbery or theft while the client assets are in the custody of execution broker; or forgery or fraudulent instructions in relation to the client assets.

此外，持牌人或註冊人可能會將客戶資產經以其名義於執行經紀商(不論是香港或外地)開立的客戶匯集綜合帳戶收取或持有客戶資產，而該等經紀商可能並非交易所參與者及毋須根據《證券及期貨(保險)規則》(香港法律第571AI章)進行投保。因此，客戶資產將面臨包括但不限於，因持牌人或註冊人僱員的欺詐或不誠實行為；於執行經紀商保管的客戶資產被搶劫或盜竊；或涉及客戶資產的虛假或欺詐指示而招致的客戶資產的損失之額外風險。

5. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

提供將你的證券抵押品等再質押的授權書的風險

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你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。

If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你就此給予書面同意的情況下方有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾12個月。若你是專業投資者，則有關限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你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，則你的授權將會在沒有你的書面同意下被視為已續期。

You 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 you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保

證金貸款或獲准將你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。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你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你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

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。假如你毋須使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

6. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES 提供代存郵件或將郵件轉交第三方的授權書的風險

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

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

7. RISK OF MARGIN TRADING 保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You 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, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人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。你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。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你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你。

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

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

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。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，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。

9. RISK OF EXCHANGE-TRADED DERIVATIVE PRODUCTS

交易所買賣衍生產品的風險

- (i) In the event that an exchange-traded derivative product issuer becomes insolvent and defaults on their issued products, you will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. You should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers.
倘若交易所買賣衍生產品發行商破產而未能履行其對所發行產品的責任，你只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，你須特別留意交易所買賣衍生產品發行商的財力及信用。
- Since exchange-traded derivative products are not asset backed, in the event of issuer bankruptcy, you can lose your entire investment.
由於交易所買賣衍生產品並沒有資產擔保，若發行商破產，你便可能會損失其全部投資。
- Exchange-traded derivative products such as warrants and callable bull/bear contracts are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of an exchange-traded derivative product may fall to zero resulting in a total loss of the initial investment.
交易所買賣衍生產品如權證及牛熊證均為槓桿產品，其價值可按其相對於基礎資產的槓桿比率而快速改變。你須留意，交易所買賣衍生產品的價值可以跌至零，令當初的投資資金盡失。
- (ii) Most of the exchange-traded derivative product issuer has an expiry date after which the products may become worthless. You should be aware of the expiry time horizon and choose a product with an appropriate lifespan for your trading strategy.
大部分交易所買賣衍生產品均設有到期日，到期後產品將會變得毫無價值。你須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。
- (iii) The price of an exchange-traded derivative product may not match its theoretical price due to outside factors such as market supply and demand. As a result, actual traded prices can be higher or lower than the theoretical price.
交易所買賣衍生產品的價格或會因為外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高於亦可低於其理論價。

10. ADDITIONAL RISK OF TRADING WARRANT

權證交易的額外風險

- (i) The value of a warrant is likely to decrease over time. In the worst case, the warrants may expire with no value. Therefore, it should not be viewed as long-term investments.
權證的價值很可能隨時間而減少，在最壞的情況下，權證或會於到期時變得毫無價值。因此權證不應視作長期投資產品。
- (ii) Certain events (including, without limitation, a right issue, bonus issue or cash distribution by the issuer, a subdivision or consolidation of the underlying shares and a restructuring event of the issuer) may entitle the issuer to adjust the terms and conditions of the warrant.
若干事件(包括但不限於相關公司之供股發行、發行紅股或現金分派、股份拆細或合併及相關公司的重組事項)發生後發行商可能有權調整權證的條款與細則。
- (iii) The value of the warrants may not correlate with the movements of the underlying index level and is affected by implied volatility of underlying asset price, the time remaining to expiry, interest rates, and the expected dividend on the underlying assets.
權證的價值與相關指數水平的變動未必完全掛鉤，係受到相關資產的引申波幅、剩餘到期時間、利率及預期股息等的影響。
- (iv) The liquidity provider may be the only market participant for the warrants. There may not be a secondary market or the secondary market is limited and it may be difficult for you to realize the value in the warrants prior to expiry.
流通量提供者可能是權證的唯一市場參與者。權證未必會有第二市場或第二市場可能有限的時候，你便難於到期前變現權證的價值。

11. ADDITIONAL RISK OF CALLABLE BULL/BEAR CONTRACTS("CBBC")

可贖回牛/熊證(「牛熊證」)交易的額外風險

- (i) CBBC has a fixed expiry date and closely track the performance of an underlying asset (for example, a share, index, commodity or currency). Your trading CBBCs should be aware of their intraday "knockout" or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. You will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. You should also note that the residual value can be zero.
牛熊證設有固定到期日，並緊貼相關資產(例如：股票、指數、商品及貨幣)的表現。你買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，你只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值(注意：剩餘價值可以是零)。
- (ii) 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. Once it is called, the contract cannot be revived and the Client will not benefit even if the underlying asset bounces back to a favorable position. Any trades executed after this mandatory call event will not be recognized and will be cancelled.
相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會轉闊，流通量亦可能減低。生熊證隨時會被收回而交易終止。當牛熊證被收回後，該牛熊證不可再次復牌，即使相關資產價格及後反彈至有利水平，你亦不會因此獲利。任何在此強制提前贖回事宜後始執行的交易將不被承認並會被取消。
- (iii) You should be aware that CBBC is a complex leveraged investment which may not be suitable for all people. With its gearing feature, it may magnify potential returns and potential losses as well. In the worst-scenario, you may lose all of your investments.
你應注意牛熊證是複雜及具槓桿效應的投資，亦未必適合所有人。牛熊證的槓桿作用可擴大潛在回報及潛在虧損。在最差的情況下，你可能會損失全部投資本金。
- (iv) Although CBBC has liquidity providers, there is no assurance that you will be able to buy or sell CBBC at your target prices any time they wish.
即使牛熊證設有流通量提供者，你不獲保證可以隨時按其意願以其目標價買入或沽出牛熊證。

12. ADDITIONAL RISK OF EQUITY-LINKED NOTES ("ELNs")

股票掛鈎票據的額外風險

- (i) ELNs combine notes/deposits with options and its return component is based on the performance of the underlying asset. Their maximum return is capped but the potential loss can be significant. You may lose all your investment capital if the price of the underlying asset moves substantially against your view. You shall take the credit risk of the issuer and your investment return depends primarily on the future price movement of the underlying assets. It is important for you to read all the relevant offer documents to fully understand the features and risks of ELNs before deciding to invest.
股票掛鈎票據是由票據/存款與期權結合而成，其回報是基於相關資產的價格表現而釐定。其最大回報是有上限的，但其潛在損失可能很重大。如相關資產的價格走勢與客戶的預期出現重大程度的相反，你可能損失全部投資本金。你需承受發行商的信貸風險，而其回報主要視乎相關資產價格的未來走勢。你在決定投資前閱讀所有有關銷售文件，以了解股票掛鈎票據的特性及風險，尤為重要。

13. RISK OF PRODUCT DENOMINATED IN RENMINBI ("RMB")

人民幣計價產品的風險

- (i) RMB is not fully and freely convertible. You should allow sufficient time for exchange of RMB to or from another currency if the RMB amount exceeds the prescribed limit. For RMB products with a significant portion of non-RMB denominated underlying investments, you should pay attention to the possibility that you may not receive the full amount in RMB upon redemption. This may occur in

the event that the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

目前人民幣並非完全可自由兌換。如你需兌換人民幣金額超過規定限額，須預留足夠時間以備兌換。就人民幣產品中有相當部份非以人民幣計價的基礎投資而言，你應注意贖回時可能並非全數收取人民幣。這種情況會發生在當人民幣的外匯管制及限制導致發行人不能及時取得足夠的人民幣。

- (ii) You should pay attention to the liquidity risk associated with the RMB products. In particular and without limitation, if such products do not have an active secondary market and their prices have large bid/offer spreads.

你應注意與人民幣產品相關的流動性風險。特別是但不限於，如果該等產品並未有交投暢旺的次級市場及他們的價格存在大幅的買賣差價。

- (iii) There is no assurance that RMB will not be subject to devaluation. You must subscribe for the product and will receive sale proceeds in RMB. If you convert your investment moneys in Hong Kong Dollars or other currencies into RMB in order to invest in the product, you will suffer or sustain losses in case of RMB devaluation when you convert sale proceeds back into Hong Kong Dollars or other currencies.

概不保證人民幣不會貶值。你以人民幣認購人民幣計價的產品及收取出售款項。你如以投資於港幣之投資的款項或其他貨幣兌換成人民幣認購人民幣計價的產品，當你將出售款項兌換回港幣或其他貨幣時，可能會因人民幣貶值而招致或導致虧損。

14. RISK OF ELECTRONIC TRADING

電子交易的風險

- (i) Execution of the Transaction through the Electronic Services is not a secure and reliable means and exposed to the risk of failure in connection with electronic system or other facilities;
透過電子服務執行交易並非安全及可靠的方式，且亦需承受電子系統或其他設施失效的風險；
- (ii) The Electronic Instruction is subject to the risks which include, without limitation, the risks associated with unauthorized interception and unauthorized and/or forged alteration; and
電子指示受包括但不限於，非法截取及未經授權及/或虛假修改的風險所影響；及
- (iii) The Electronic Instruction is also subject to the risk of delay in transmission or wrongful transmission to unintended recipient.
指示亦存在傳輸延誤或誤傳至非原指定收件人的風險。