

CLIENT AGREEMENT

客戶協議書

Grand China Securities Limited, a company incorporated in Hong Kong with its principal place of business at Room 2005, 20/F, Sino Plaza, 255 Gloucester Road, Causeway Bay, HK and a registered with the SFC (as hereinafter defined) as a licensed corporation to conduct Type 1 (dealing in securities) regulated activity whose CE number is AYY768. Grand China Securities Limited is an Exchange Participant of the Stock Exchange of Hong Kong Limited.

華業證券有限公司，是一間於香港註冊成立，主要營業地址設於香港銅鑼灣告士打道 255 號信和廣場 20 樓 2005 室，及於證監會（定義見下文）註冊之持牌法團專營第 1 類（證券交易）受規管活動，CE 編號 AYY768。華業證券有限公司為香港聯合交易所有限公司之交易所參與者。

In consideration of Grand China Securities Limited agreeing to operate the Account(s) (as hereinafter defined) in name of the Client for the purposes of purchase and sale of Securities (as hereinafter defined), the Client agrees that the Account(s) shall be operated on the following terms and conditions:-

就華業證券有限公司同意以客戶名義營運賬戶（定義見下文）作為買賣證券（定義見下文）之目的，客戶同意以上賬戶按以下條款及條件營運：

1 DEFINITIONS

定義

“Access Codes” 「交易密碼」	means together the Password and the Login Name (or any of them); 指密碼和登入名稱(或其中的任何一個)；
“Account(s)” 「賬戶」	means any cash Securities trading account, to be operated by Grand China Securities Limited 指由華業證券有限公司營運之任何現金證券交易賬戶；
“Agreement” 「協議書」	means this agreement, including any amendment(s) as amended from time to time; 指本協議書，包括其任何不時作出之修訂；
“Broker” 「經紀」	means Grand China Securities Limited 指華業證券有限公司(簡稱“華業證券”)；
“Clearing House” 「結算公司」	means Hong Kong Securities Clearing Company Limited or such other foreign clearing houses; 指香港中央結算有限公司或其他外國結算公司；
“Client” 「客戶」	means the person or persons who have signed the Account Opening Form and where the Account(s) is opened by more than one person means all of such persons collectively and any personal representative or successor in title thereof and any permitted assign thereof; 指簽署開戶表格之人士，如賬戶由多於一人開立，則指該等人士之統稱及任何遺產管理人或所有權承繼人及其准許承繼人；
“Companies Ordinance” 「公司條例」	means Companies Ordinance, Cap. 32 of the Laws of Hong Kong; 指香港法例第 32 章之公司條例；
“Electronic Services” 「電子服務」	means the Electronic Trading Service; 指電子交易服務；
“Electronic Trading Service” 「電子交易服務」	means any facility provided by Grand China Securities Limited which enables the Client to give electronic instructions to purchase, sell and otherwise deal with securities and/or for effecting Transactions and information services; 指由華業證券提供的，客戶能透過其發出電子指示買賣或以其他方式買賣證券及/或進行任何設施和資訊服務；
“Event of Default” 「違約事項」	means any of the event(s) referred to in Clause 16 of this Agreement; 指根據本協議書第 16 條之任何事項；
“Exchange” 「交易所」	means The Stock Exchange of Hong Kong Limited, or such other foreign stock exchanges or markets or over-the-counter markets; 指香港聯合交易所有限公司或其他外國股票交易所或市場或場外市場；
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;

「香港」	指中華人民共和國香港特別行政區；
“Login Name” 「登入名稱」	means the Client’s personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and any other services offered by Grand China Securities Limited; 指與密碼一併使用的客戶個人身份，客戶可藉此取得電子交易服務及華業證券提供的任何其他服務；
“Password” 「密碼」	means the Client’s personal password(s) used in conjunction with the Login Name to gain access to the Electronic Trading Service and any other services offered by Grand China Securities Limited; 指與登入名稱一併使用之客戶私人密碼，客戶可藉此取得電子交易服務及華業證券提供的任何其他服務；
“Securities” 「證券」	means all kinds of securities, including but without limitation to, shares, stocks, warrants, options, bonds, debentures, notes, bills of exchange, certificates and commercial paper of any description whatsoever and wheresoever issued, quoted, dealt in or located; 指所有種類之證券，包括(但不限於)任何形式及在任何地方發行、報價、買賣或存放之股票、股份、認股權證、購股期權、債券、公司債券、票據、外匯票據、證書及任何形式之商業票據；
“Securities and Futures Ordinance” 「證券條例」	means Securities and Futures Ordinance, Cap 571 of the Laws of Hong Kong; 指香港法例第 571 章之證券及期貨條例；
“SFC” 「證監會」	means Securities and Futures Commission of Hong Kong; and 指香港證券及期貨事務監察委員會；
“Transaction(s)” 「交易」	means any transaction in Securities effected on instructions. 指按指示進行之任何證券買賣；

2 THE ACCOUNT 賬戶

- 2.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform the Broker of any changes to that information. The Broker is authorized to conduct credit enquiries on the Client to verify the information provided for the purpose of ascertaining the financial situation and investment objectives. 客戶確認開戶表格所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知華業證券。客戶特此授權華業證券對信用狀況及投資目標進行查詢，以核實上述表格所載資料。
- 2.2 The Broker will keep information relating to Account confidential, but may provide any such Information to the Exchange, the SFC and other relevant authorities to comply with their requirements or requests for information. The Broker shall not be liable in anyway to the Client for any disclosure made pursuant to this Paragraph 2.2. 華業證券將會把有關資料予以保密，但可以根據交易所，證監會及有關的權力機構之規定提供任何有關資料，藉此符合索取有關資料的規定及要求。華業證券將不就依本 2.2 段所作之任何披露於各方面負上法律責任。
- 2.3 Where the Client is approved by the Broker to engage in margin trading, the Client will be subject to the further terms and conditions set out in the First Schedule as the case may be. However nothing herein requires the Broker to provide such other facilities. Where pursuant to these additional facilities, liabilities arise, then, in addition to any rights which the Broker may have, the Securities held hereunder shall be subject to the charge herein as security or collateral therefore (without the need for any other documentation signed by the Client) and the same applies to all liabilities howsoever arising. 倘客戶獲華業證券批准參與保證金交易，客戶將受附表一所載的其他條款及條件限制（視乎情況而定）。然而，本文件的內容概無規定華業證券提供該等其他貸款。倘根據此等額外貸款導致產生債務，則除華業證券可能擁有的任何權利外，根據本文件持有的證券便須遵守本文件的抵押，作為該等債務的擔保或抵押品(毋須客戶簽署任何其他文件)，並適用於因任何原因產生的一切債務。

3 LAWS AND RULES 法例及規則

- 3.1 All Transactions with the Broker under this Agreement shall be effected in accordance with all laws, rules and regulatory directions. This includes the rules of the Exchange and the Clearing House. All actions taken by the Broker in accordance with such laws, rules and directions shall be binding on the Client.

華業證券根據本協議書條款進行之任何交易，須遵照一切法例、規則及監管指示之規定而進行。這方面之規定包括交易所及結算公司之規則。華業證券根據該等法例、規則及指示而採取之所有行動均對客戶具有約束力。

- 3.2 The Client shall be responsible for obtaining in advance and maintaining any governmental or other consent required in connection with the Client entering into this Agreement or the Broker effecting any Transaction in connection with this Agreement.

倘若客戶簽訂本協議或華業證券進行與本協議有關的任何交易須獲取任何政府及其他機構發出的同意，客戶有責任事先獲取該等同意及維持其有效性。

4 **TRANSACTIONS**

交易

- 4.1 The Broker may affect the Client's transactions in such manner and through members or participants of any exchange or clearing house, or any other third party in the relevant markets as the Broker may absolutely decide. The Broker will act as the Client's agent in effecting Transactions unless the Broker indicate (in the contract note for the relevant Transaction or otherwise) that the Broker is acting as principal.

華業證券可根據其絕對酌情權決定以何種形式透過任何交易所或結算所的會員或參與者，或有關市場的第三者執行客戶的證券交易。除華業證券（在有關交易之成交單或其他合約單據內）註明以自己本身名義進行交易外，華業證券將以客戶之代理人身份進行交易。

- 4.2 The Client may from time to time instruct the Broker to effect transactions in Securities for the Securities Account, and the Broker shall be entitled at its absolute discretion to refuse to act on such instructions. The Broker shall not be obliged to give any reasons for such refusal. The Broker shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such transactions or omitting to give notice of the non-acceptance of any transactions.

客戶可隨時指示華業證券透過證券賬戶進行證券交易。而華業證券有絕對酌情權拒絕執行此等指示而無須提出任何理由。華業證券毋須就客戶因或有關華業證券不接受或不執行該指示或不作出接納任何指示的通知而產生的任何損失負責。

- 4.3 The Broker shall not be responsible to the Client for identifying whether or not an instruction is to sell for short account. The Client shall notify the Broker when a sale order relates to Securities which the Client does not own i.e. involves short selling.

華業證券毋須向客戶就核實該指示是賣空而負責。倘沽盤是有關並非由客戶擁有之證券，即涉及賣空交易，客戶須通知華業證券。

- 4.4 Unless otherwise agreed, in respect of each Transaction, or unless the Broker is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will

就每一宗交易，除另有協議外或華業證券已代客戶持有現金或證券供交易交收之用，否則客戶

- 4.4.1 pay the Broker cleared funds or deliver to the Broker securities in deliverable form; or
須向華業證券交付可即時動用之資金或可以交付之證券，或

- 4.4.2. otherwise ensure that the Broker has received such funds or securities by such time as the Broker has notified to the Client in relation to that Transaction.
以其他方式確保華業證券於該項交易通知客戶之期限之前收到此等資金或證券。

If the Client fails to do so, the Broker may, without further notice:
倘客戶未能這樣做，華業證券可毋須進一步通知

- 4.4.3. in the case of a purchase Transaction, sell the purchased securities; or
如屬買入交易，出售買入之證券；或

- 4.4.4. in the case of a sale Transaction, borrow and /or purchase securities in order to settle the Transaction.
如屬賣出交易，借入及／或買入證券以進行交易之交收。

Or, in addition or as an alternative to 4.4.3 or 4.4.4 above, the Broker shall have recourse to its rights of combination of accounts as set out in Paragraph 11 in order to settle the transaction.

或除以上 4.4.3 或 4.4.4 項外或代替之，華業證券可依靠於第 11 段所載之賬戶合併藉以結算該交易。

- 4.5 Due to the reason of physical restraints and rapid changes of securities prices, the Broker may not always be able to execute the Client's order in full or at the prices quoted at any specific time or "at best" or "at market" and the Client agrees to be bound by such executions.

由於客觀環境的限制及證券價格迅速改變，華業證券可能未必能夠全數執行或依照在某個時間的報價或按照 "

最佳價" 或 "市價" 執行客戶的買賣盤，但客戶仍同意受有關交易的約束。

- 4.6 The Broker has the right to consolidate and/ or disaggregate an instruction to purchase and/or sell with the orders of other clients provided that the execution price of the instructions would not be less favorable than that executing the Client' s orders separately. Where there are insufficient securities to satisfy orders so combined, the transactions will be allocated between clients with due regard to market practice and fairness to clients.
華業證券有權將任何買賣指示與其他客戶的買賣盤合併及/或分拆，惟執行指示的價格，不得低於個別執行有關指示所能達致的價格。如果未有足夠的證券以滿足這些經合併的買賣盤，華業證券可在適當地考慮市場慣例及對客戶是否公平後，將有關交易在其客戶之間分配。
- 4.7 The Broker and any of its directors and employees may from time to time trade on its or their own account on any Exchange. The Broker may buy and sell securities on behalf of the Client from and to any associate or other clients of the Broker whether acting as underwriter, sponsor or otherwise.
華業證券及其董事及僱員可不時自行在任何交易所進行買賣。華業證券可代客戶向任一聯屬公司或華業證券的其他客戶買賣證券，不論華業證券以包銷商、保薦人或其他身份進行。
- 4.8 The Broker may take the opposite position to orders of the Client whether it is on the Broker' s own account or on behalf of other clients of the Broker. The Broker is under no obligation to (i) inform the Client of any position at any one time taken by the Broker; nor (ii) close any position of the Client in the Account notwithstanding the rights vested on the Broker to do so on the terms of this Agreement.
華業證券可採納與客戶指令對立的倉盤買賣證券(不論華業證券是作自行買賣或代其的其他客戶進行買賣)。華業證券沒有責任(i) 通知客戶其在任何時間當時所採納的倉盤或(ii) 針對客戶的賬戶內任一未平倉買賣進行平倉(縱使華業證券在本協議條款下享有權利代客戶平倉)。
- 4.9 If any rights issues, takeover offers, exercise of conversion or redemption or subscription rights, voting rights and others arise in relation to the Client' s securities, the Broker shall use reasonable endeavours to notify the Client of the same and whether and by when any decision and/or payment in relation thereto is required by the Client. Subject to receiving the Client' s instructions in time to act thereon (and, where payment is required, to receipt of required cleared funds) the Broker shall arrange for action to be taken, and the Broker shall credit the securities account with the resulting securities or cash(if any). If any action is required in respect of such securities and the Client cannot be contacted or fails to give the Broker punctual or adequate instructions for such action, the Client hereby authorizes the Broker to act, provided that the Broker shall be under no obligation to act, on the Client' s behalf in such manner as the Broker shall in the Broker' s absolute discretion think fit including exercising any rights in respect of securities of which the Client is the beneficial owner but which are registered in name of the Broker. The Broker shall not liable, in the absence of fraud or willful default, for any action that the Broker may, may omit to, take in furtherance of such discretion.
倘有關客戶證券產生任何供股、收購建議、行使轉換權、贖回權或認購權、投票權或其他權利，華業證券應盡合理的努力通知客戶有關事宜，以及客戶是否須及何時須就有關事宜作出任何決定及/或付款。待收到適時指示作出有關行動(及(如需付款)收到所需資金確數)後，華業證券須安排執行有關行動，華業證券須將最後所得的證券或現金(如有)計入證券賬戶。倘須就任何有關證券採取任何行動，惟未能聯絡客戶或未能就有關行動給予華業證券準時或充足的指令，客戶謹此授權華業證券按其的絕對酌情決定下認為適當的方式代客戶作出有關行動(惟華業證券並無責任作出行動)，包括就客戶為實益擁有人，但以華業證券名義註冊的證券行使任何權。在沒有欺詐行為或故意失責的情況下，華業證券毋須為華業證券就此等酌情決定可能或可能遺漏的進一步任何行動負責。
- 4.10 If services are to be provided by the Broker to the Client in relation to derivative products, the Broker shall provide to the Client upon request product specifications and any prospectus or other offering document covering such products.
若華業證券向客戶提供有關衍生產品的服務，華業證券應按照客戶的要求向客戶提供有關該產品的規格或章程或其他要約文件。

5 **DAY ORDER** **即日盤**

Unless otherwise specifically agreed between the Broker and the Client, all instructions given by the Client for sale or purchase of Securities for any of the securities Accounts shall only be valid for the day for which such instructions are given and any instructions which remain unexecuted at the end of the official trading day of the relevant exchange for whatever reason shall be deemed to have been cancelled automatically.

除非華業證券與客戶另有明確協議，否則客戶基於任何證券戶口而發出的一切證券買賣指示，只可以發出指示當天有效，而基於任何原因在有關交易所正式交易日結束時尚未執行的任何指示，應視作自動取消處理。

6 **ELECTRONIC TRADING** **電子交易**

6.1 Unless otherwise specified, this Clause is made without prejudice and in addition to all the other provisions in this

Agreement.

除非另有說明，本條之規定乃本協議所有其他條款之附加且並不損害該等其他條款。

- 6.2 The Broker may provide the Client with Electronic Services, and the Client hereby requests the provision of such services, upon the terms and conditions as embodied in this Agreement, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the Broker.
華業證券根據本協議所載條款和條件為客戶提供電子服務，且客戶根據本協議所載條款和條件要求向其提供上述服務，而上述條款和條件可由華業證券不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。
- 6.3 The Client may from time to time instruct the Broker, acting as the Client's agent, to deposit, purchase and/or sell securities for the Account(s) or otherwise deal with securities, receivables or monies on behalf of the Client through the Electronic Services.
客戶可以隨時指示華業證券以其代理人的身份透過電子服務為賬戶存入、購買及/或出售證券或以其他方式代表客戶處理證券、應收款或款項。
- 6.4 The Client agrees that the Client shall be the only authorized user of the Electronic Services under this Agreement. The Client shall be wholly and solely responsible for the confidentiality, security and loss and damages as a result of unauthorized use of the Access Codes.
客戶同意，客戶為本協議項下電子服務之唯一授權使用者，將會負責對華業證券發給的交易密碼保密、安全和非法使用時之損失及賠償。
- 6.5 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the Electronic Services. The Client further acknowledges that the Electronic Services, Electronic Mail, the Company's website, and the software comprised in them, are proprietary to the Broker. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services, Electronic Mail, the Company's website, and any of the software comprised in them. The Client agrees that the Broker shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that the Broker may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if the Broker at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify the Broker immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
客戶承認並同意對透過電子服務發出的所有買賣指示自行承擔全部責任，並進一步承認電子服務、郵件、本公司的網頁以及構成上述服務的軟件均為華業證券專有。客戶承諾和保證不會和不會嘗試以任何其他方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改電子服務、郵件、本公司的網頁以及構成上述服務的軟件的任何部分，亦不會嘗試在未獲授權的情況下使用上述任何部分服務。倘若客戶在任何時間違反上述承諾和保證或華業證券於任何時間合理懷疑客戶已有上述違反時，客戶同意華業證券有權不經通知即時終止客戶的任何和所有賬戶，客戶亦承認華業證券可對其採取法律行動。客戶承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知華業證券。
- 6.6 When the Client opens an Account on-line, in addition to completing and returning this Agreement through the Internet, the Client agrees to return to the Broker the hard copy of this Agreement duly completed and signed by the Client before or certified by a professional person such as branch manager of bank, certified public accountant, lawyer, notary public or any other person acceptable to the Broker. The Broker shall be entitled to refuse to execute the Client's instructions until it has received such hard copy of the Agreement.
當客戶於線上開立帳戶時，除了透過在互聯網上填妥及交回本協議外，客戶同意及承諾交回客戶填妥及簽署並經由專業人士（例如銀行分行經理、執業會計師、律師、公證人或任何其他華業證券可接受的人士）所見證或驗證的本協議的硬本。華業證券有權拒絕執行客戶的指示直至華業證券已收妥上述的硬本。
- 6.7 Unless otherwise agreed by the Broker, the Broker will not execute any trading orders of the Client until there are sufficient cleared funds, securities or other assets acceptable to the Broker in the Client's Account(s) to settle the Client's transactions and upon receipt of the documents as stated in Clause 6.6.
除非客戶的賬戶有足夠的已結算款項、證券或其他華業證券所接受的資產以交收客戶的交易，且在華業證券收到第 6.6 條所述的文件之後，否則華業證券不會執行客戶的任何交易指示，但華業證券與客戶另訂協議者除外。
- 6.8 The Broker will not be deemed to have received the Client's instructions or executed the Client's orders unless and until the Client is in receipt of the Broker's message acknowledging receipt or confirming execution of the Client's orders. The Client agrees to immediately notify the Broker if the Client does not receive the Broker's message acknowledging receipt or confirming execution of the Client's orders, or the Client is in receipt of any messages in respect of transactions which the Client did not instruct, or the Client become aware of any unauthorized use of the Client Access Codes.
除非及直至客戶已收到華業證券發出的信息，表示收到或確認已執行客戶的買賣指示，否則華業證券不得被視

為已收到或已執行客戶的買賣指示。客戶同意如果客戶沒有收到華業證券就客戶的指示而發出的已收到或確認已執行的信息，或客戶收到涉及並非由客戶作出指示的交易的任何信息，或客戶發現任何有關客戶的交易密碼的未獲授權的使用，客戶會即時通知華業證券。

6.9 The Client agrees to review every order before entering it as it may not be possible to cancel the instructions once given. 客戶同意在輸入每個買賣指示之前會加以覆核，因為買賣指示一經作出，便可能無法取消。

6.10 The Client agrees that the Broker shall not be liable for any loss or damage the Client or any other person may suffer as a result of using or attempting to use the Electronic Services unless such loss or damage are caused by willful default or gross negligence on the part of the Broker. The Client further undertakes to indemnify the Broker, on a full indemnity basis, on demand, for any loss or damage the Broker may suffer as a result of the use of the Electronic Services, except to the extent that such loss or damage is outside the Client's control.

客戶同意華業證券不會就客戶或任何其他人士使用或嘗試使用電子服務可能遭受的任何損失或損害承擔責任，除非該等損失或損害是由於華業證券故意失責違約或重大疏忽所導致。客戶進一步承諾，對因使用電子服務可能使華業證券遭受的任何損失或損害，於華業證券要求時如數作出賠償，但該等損失或損害是在客戶所能控制範疇以外則除外。

6.11 The Electronic Services provide the Client with an additional means to operate the account. The Client may also do so by calling sales representatives direct. If the Client experiences any problem in reaching the Broker through the Electronic Services, the Client may use other methods to communicate with the Broker and inform the Broker of the difficulty the Client is experiencing.

電子交易服務為客戶提供額外的途徑以便操作有關客戶的戶口。客戶亦可直接致電華業證券的營業員發出指示或進行查詢。如果客戶透過電子交易服務聯絡華業證券時遇到困難，客戶可以使用其他的方法與華業證券聯絡，並通知華業證券客戶所遇到的困難。

6.12 The Client acknowledges that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that the Broker does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the Electronic Services). The Broker shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of the Broker; or (5) by any forces beyond the control of the Broker.

客戶承認，該(等)交易所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。客戶亦理解華業證券不會保證該等市場數據或任何市場資料(包括透過電子服務提供給客戶的任何資料)的及時性、次序、準確性或完整性。華業證券對下述事項所引起或造成之任何損失概不承擔任何責任：(1)任何上述數據、資料或信息的不準確性、錯誤或遺漏；(2)上述數據、資料或信息之傳送或交付延誤；(3)通訊中斷或阻塞；(4)不論是否由於華業證券的行為所致之該等數據、資料或信息的無法提供或中斷；或(5)華業證券無法控制的外力。

6.13 The Client agrees to pay all subscription, service and use fees, if any, that the Broker may charge from time to time for the use of the Internet.

客戶同意支付一切華業證券可不時就使用網上服務而收取的申領、服務及使用費。

6.14 The Client will be responsible to the Broker and indemnify the Broker on demand against any and all claims, demands, actions losses, damages, costs (including legal costs on full indemnity basis) and expenses resulting from any unauthorized use by the Client on the Internet and/or any of the information or data.

客戶將負擔華業證券及於被要求時償付華業證券任何及一切因客戶之任何未獲授權而使用網上服務及／或任何資料或數據而引起的索償、索求、訴訟、損失、損害賠償、費用(包括律師費)及支出。

6.15 The Client acknowledges and bears the risk that messages sending over the Internet may be delayed due to Internet traffic jam or other reasons. The Broker shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to the Client due to any failure of communication facilities, or any other delays beyond the reasonable control of the Broker.

客戶明白經互聯網傳送訊息會受互聯網訊息流通擠塞或其他因素影響而發生延誤，客戶承擔此等風險。此等網絡延誤包括但不限於通訊設施失效引起之傳送指示/落盤予執行地或傳送執行報告予客戶之延誤，或其他不受華業證券控制因素引起之延誤。華業證券對此等網絡延誤所引起之後果或失誤一概恕不負責。

- 6.16 Communications over the Internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to the public nature of the Internet or other reasons that are beyond the Broker's control. Messages sent over the Internet cannot be guaranteed to be completely secure. The Client shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from the Broker's systems. The Broker shall not be responsible for any losses or damages incurred or suffered as a result thereof.

藉互聯網進行通訊及資訊傳遞，有可能會因公共網絡的公共性或不受華業證券控制的其他因素而引致傳遞停頓、中斷、被截取、或資料傳遞失當或失準。藉互聯網傳遞之通訊及資訊不能確保安全及不受干擾。客戶須了解並承擔經華業證券系統傳送或傳入華業證券系統之任何訊息/指示皆存在延誤、損失、失準、變動、受干擾或病毒入侵的風險。華業證券對此等情況所引起之損失或損害一概恕不負責。

- 6.17 The Client accept the risks of receiving or gaining access to services through and communication and conducting transactions over the Internet or other electronic means of facilities.

客戶接受透過互聯網或其他電子方式或便利設施通訊及進行交易及接受或取用服務的風險。

7 **SAFEKEEPING OF SECURITIES**

保管證券

- 7.1 Any Securities which are held by the Broker for safekeeping may, at the Broker's discretion;
由華業證券妥為保管之任何證券，華業證券可以酌情決定：
- 7.1.1 (in the case of registrable securities) be registered in the Client's name or in the name of the Broker's nominee; or
(如屬可註冊證券)以客戶之名義或以華業證券代理人之名義註冊；或
- 7.1.2 be deposited in safe custody in a designated account with the Broker's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of Securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services. Any Securities kept outside Hong Kong shall be subject to the applicable laws, rules, regulations and customs and /or by-laws.
在華業證券的往來銀行所指定賬戶保管寄存或其他機構保管寄存。如屬香港證券，該機構須為經證監會接納為提供設施保管此等文件之機構。任何在香港以外地方存放之證券，須遵守適用此等證券之法律、規例及慣例及/或附例。
- 7.2 Where Securities are not registered in the Client's name, any dividends or other benefits arising in respect of such Securities shall, when received by the Broker, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Broker. Where the Securities form part of a larger holding of identical Securities held for the Broker's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.
倘證券未以客戶之名義註冊；華業證券於收到該等證券所獲派任何股息或其他利益時，須按客戶與華業證券之協議記入客戶之賬戶或支付予或轉賬予客戶。倘該等證券屬於華業證券代客戶持有較大數量之同一證券之一部份，客戶有權按客戶所佔之比例獲得該等證券之利益。
- 7.3 In relation to any Securities deposited with the Broker, which are not registered in the name of the Client, any loss is suffered by the Broker arising therefrom, the relevant Account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative Securities held on behalf of the Client.
任何寄存在華業證券而非以客戶名義登記之證券，如華業證券就此所受任何損失，可從有關賬戶中扣除（或如同意，由客戶支付）有關損失中按照代客戶所持證券之總數或金額比例計算的損失部份。
- 7.4 The Broker will not return to the Client the securities originally delivered or deposited but will return securities of the same class, denominations and nominal amount and ranking to the Client.
華業證券將不會向客戶交還客戶原先所交付或存放的證券，而只會向客戶付還同一類別、面值、名義數額及等級的證券。
- 7.5 The Securities and Futures (Client Securities) Rules provide that a licensed corporation shall neither deposit nor lend a client's securities or securities collateral against loans or advances made to the licensed corporation for any purpose except with the specific written authority of the client concerned. The Client may give consent pursuant to the Securities and Futures (Client Securities) Rules to the Broker and, if so, shall do so in a form to be provided to the Client by the Broker. This form of consent will comply with the Securities and Futures (Client Securities) Rules which requires that, in the case of non-professional investors, any such consent shall specify the period for which it is current but shall remain in force for a period specified in such consent and shall, in any event, not exceed 12 months.
除非客戶特定書面授權，否則根據《證券及期貨(客戶證券)規則》，持牌法團不得存放或借出客戶證券或其就貸款或墊款對持牌法團所作的證券抵押品作任何用途。客戶可按《證券及期貨(客戶證券)規則》向華業證券作出同

意，倘作出有關同意則客戶須填寫由華業證券提供的表格。此表格須遵從《證券及期貨(客戶證券)規則》，規定非專業投票者作任何此等同意時，須註明其現行及將維持有效的期限，但不論在任何情況下不得超逾 12 個月。

- 7.6 Notwithstanding Clause 7.5, the Broker is authorized by the Client to deposit the Securities with any relevant Clearance System, the Broker's nominee, or other entity or for the purpose of enforcing the security created by this Agreement or any sale of Securities permitted by this Agreement including any sale to realize monies to make any payment due to the Broker pursuant to this Agreement.

儘管有第 7.5 條的規定，華業證券獲客戶授權存放證券於任何有關的結算系統、華業證券代名人或其他實體、或作為執行本協議書條款下設立的抵押，或此等條款許可的任何證券沽售，包括任何沽售以變現款項支付根據此等條款應付予華業證券的任何款項。

8 **SECURITIES REGISTER IN STREET NAME**

待轉名之證券

The Client Account shall not be entitled to any dividends or other distributions in benefits accrued in respect of any Securities deposited with the Broker which are registered in street name.

就待轉名而於華業證券寄存之任何證券而言，客戶之賬戶無權收取任何應計股息或其他實物分派。

9 **COMMISSION, INTEREST AND CHARGES**

手續費、利息及費用

- 9.1 The Client will pay the commissions and charges, as notified, as well as applicable levies imposed by the Exchange from time to time, and all applicable stamp duties. The Broker is authorized to deduct such commissions, charges, levies and duties from the Account in accordance with the rules prescribed by the Exchange from time to time.

客戶會就所有交易支付華業證券之佣金及收費，繳付交易所徵收之適用徵費，及繳納所有有關印花稅。客戶特此授權華業證券可以從賬戶中扣除該等佣金、收費、徵費及稅項。

- 9.2 The Client agrees to pay interest on all overdue balances and /or insufficient account(s) balance owing by the Client to the Broker (including interest arising after a judgment debt is obtained against the Client) at such rates not exceeding Hong Kong prime rate (as quoted by Standard Chartered Bank); or the Broker's Cost of Fund plus _____ % (8% if no rate is specified in the space) or any other rate(s) from time to time determined by the Broker without notifying the Client and on such other terms as the Broker has notified the Client from time to time. Such interest shall be payable on the last day of each calendar month or upon demand being made by the Broker.

客戶茲同意為其所欠華業證券一切到期未付結餘及／或各賬戶不足結餘（包括客戶須償付之裁定債項所引致之利息），在每月最後一日應華業證券要求按不超過香港最優惠利率(按渣打銀行)或融資成本加 _____ % (如此空位不填補，則視為 8%)或任何由華業證券不時釐訂之其他利率（無須知會客戶及按華業證券不時通知客戶之其他條款）支付利息予華業證券。該等利息須在每個公曆之最後一日或應華業證券之要求支付。

- 9.3 The Client will be responsible to the Broker for any losses, costs, fees, debt collection charges, expenses and resulting from the Client's settlement failures.

客戶將會負擔華業證券因客戶未能進行交收而引起之任何損失，成本，費用，開支及第三者向客戶追討之費用。

- 9.4 If the Broker engages the services of other brokers or agents, the Broker shall be entitled to accept and keep, for its own account, any commission or rebate which the Broker may receive from any broker or agent in respect of any business the Broker supplies to them on behalf of the Client.

倘若華業證券聘用其他經紀或代理人，華業證券有權接受及保留因華業證券代表客戶提供生意予該等經紀或代理人而取得的任何佣金或回佣作為華業證券本身收益。

- 9.5 Without prejudice to the Broker's right to terminate the Client's Account in accordance with Clause 19 of this Agreement, the Broker may charge a monthly maintenance fee on the Client's dormant account if the Client has no trading activity for 1 year or more. Payment of such fees (if any) will be automatically deducted from the Client's Account.

在不影響華業證券根據本協議條款第 19 條的權利下，若客戶於 1 年或以上並無交易活動，華業證券可就客戶的不活躍賬戶收取每月的維持費用。該等費用(如有)將會自動從客戶賬戶中扣除。

10 **CASH HELD FOR THE CLIENT**

代客戶保管之現金

- 10.1 Client money of the Broker shall be treated and dealt with in compliance with the provisions of the Securities and Futures Ordinance and relevant rules made thereunder and relevant client money from time to time received on the Client's behalf will be paid into a segregated account for client money maintained in Hong Kong with an authorized financial institution or any other person approved by the SFC. The Client agrees that the Broker shall be entitled to retain for its

own benefit and not be accountable to the Client for any amounts of interest derived from the holding of client money on the Client's behalf.

華業證券的客戶款項所獲取的對待及處理須符合《證券及期貨條例》及其有關規則條文的規定，因此不時代客戶收取的有關款項將被存入在認可財務機構或獲證監員會批准的任何其他人士處開立而為持有有關的客戶款項目的而在香港開立及維持的獨立賬戶。客戶同意華業證券有權為其本身的益處保留及無須向客戶交代任何代客戶持有的款項所產生的利息款額。

- 10.2 The Client's Account shall be maintained, and all Transaction conducted, in such currency as instructed by the Client ("Reference Currency") and in respect of any Transaction on any Account effected on any exchange or market in any other currency.

客戶之賬戶將按華業證券接獲客戶指示之貨幣（「參考貨幣」）入賬，且其中之一切交易均以該貨幣記錄，而就任何交易所或市場以任何其他貨幣結算之任何賬戶證券交易亦然。

- 10.3 Any profit or loss resulting from exchange rate fluctuations affecting such other currency will be entirely for the Client's account and risk. Such profit or loss will accordingly be credited or debited (as the case may be) to the Client's Account. 因有關上述其他貨幣之匯率波動而產生之任何盈虧將全部由客戶享有及承擔風險，故此會在上述賬戶入賬或扣除（視乎情況而定）。

- 10.4 Subject to the provisions of the SFO and relevant rules made thereunder, the Broker and its Affiliates shall have the Client's standing authorization given on behalf of the Client itself and its Affiliates to (without being obliged so to do) effect fund transfers between any two or more of the Client itself and its Affiliates accounts maintained with the Broker and its Affiliates (of whatever nature and whether individually or jointly with others) for the purpose of discharging or reducing the Client or any of its Affiliates' obligations or indebtedness towards the Broker or its Affiliates and without further consent from or any notice to the Client or its Affiliates.

在《證券及期貨條例》及其有關規則的規限下，客戶代表客戶自己及其聯屬人持續授權華業證券及其聯屬人（於無義務的情況下）於兩個或以上客戶及客戶的聯屬人於華業證券及其聯屬人開設的賬戶（無論是任何性質及是否個別或聯名的賬戶）之間進行款項轉撥而無需客戶或客戶的聯屬人任何進一步的同意或被知會，藉此清算或減低客戶或任何其聯屬人須向華業證券或其聯屬人所須履行的責任或償付的債項。

11 **LIEN AND COMBINATION OF ACCOUNTS**

留置權及賬戶合併

The Broker may at any time without notice, despite any settlement of account or other matter whatsoever:

華業證券無論何時在無須發出通知之情況下，即使屬任何賬戶結算或任何其他事宜，可：

- 11.1 combine or consolidate all or any of the Client's Account(s) with the Broker, the Broker's holding companies (as defined in the Companies Ordinance) or subsidiaries (as defined in the Companies Ordinance) of any such holding company, including the existing Accounts, for trading in Securities and /or other instruments or investment of any description whatsoever and wheresoever issued, quoted, dealt in or located; and /or

將所買賣各證券及／或其他各種性質之各地發行、報價、買賣或寄存之票據或投資所涉客戶之賬戶加以合併或綜合，所有或任何此等目前由華業證券、華業證券控股公司（按《公司條例》定義）及任何此等控股公司／屬下各附屬公司（按《公司條例》定義）為客戶開立及維持之賬戶，包括現存各賬戶；

- 11.2 set-off or transfer any sum standing to the credit of any one or more of such Accounts wherever suitable in or towards satisfaction of any of the Client's indebtedness, obligation or liability to the Broker on any Account or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured.

而華業證券亦可為清償客戶在任何賬戶或任何其他方面欠付貴公司之負債、承擔或債務扣除任何一個或以上該等賬戶之入賬款項，或將該等款項轉賬（視何者更適合），無論此等負債、承擔或債務是否目前或將來；實際或或有；基本或附屬；各自或聯合；有擔保或無擔保。

When such combination, consolidation, set-off or transfer requires the conversion of currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Broker) prevailing in such foreign exchange market as the Broker may in the Broker's absolute discretion select the date of such combination, consolidation, set-off or transfer.

如上述合併、綜合、扣除或過賬戶要作出貨幣兌換，則所兌換的別種貨幣須按照當時外匯市場兌換率（由華業證券最終決定）換算。華業證券全權酌情選擇以上合併、綜合、扣除或轉賬進行日期。

- 11.3 All Securities held for the Client's Account shall be subject to a general lien in the Broker's favor, for the performance of the Client's obligations to the Client arising in respect of dealing in Securities for the Broker. In enforcing the lien, the Broker shall have an absolute discretion to determine which Securities are to be sold and which contracts are to be closed.

所有客戶賬戶內之證券均受制於華業證券之全面留置權，以確保客戶履行對華業證券代客戶買賣證券而產生之

責任。在強制執行華業證券之留置權時，華業證券有絕對酌情權決定沽出何種證券及結清何份合約。

12 **INDEMNITY**

彌償

The Client agrees to indemnify the Broker and its directors, officers, employees and agents (collectively “Indemnified Persons”) for any loss, cost, claim liability or expense arising out of or in connection with any breach by the Client of the Client’ s obligations under this Agreement including any costs reasonably incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the Account(s).

客戶同意償付華業證券及華業證券董事、行政人員、僱員與代理人(統稱“獲保障人士”)因客戶違反根據客戶於本協議書之責任所引起或涉及之任何損失、費用、索償、責任或開支，包括華業證券為收取任何欠付華業證券款項或為結清賬戶需付出之任何合理之費用。

13 **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

陳述、保證及承諾

13.1 The Client hereby warrants, represents and undertakes to the Broker that:

客戶向華業證券保證、陳述及承諾：

13.1.1 the Client is signing the Account Opening Form as principal and is not trading on behalf of any other person except where notified to and expressly approved by the Broker in writing;

客戶是以主事人的身份訂立本協議，而並不是代表任何其他人進行交易，除非華業證券已獲得知會並以書面形式明確地批准;

13.1.2 the Client is the beneficial owner of the securities under the Client’ s account free from any lien, charge, equity or encumbrance save as created by or under this agreement;

客戶是其賬戶名下的證券的實益擁有人，而該等證券是沒有任何留置權、抵押、衡平法權益或產權負擔(因本協議所產生者除外);

13.1.3 the Client is ultimately responsible for originating all instructions in relation to any transaction in any of the Client’ s Accounts and is the sole owner of all beneficial interests comprised in any of the Client’ s Account;

客戶為最終負責發出在其的任何賬戶所進行任何交易有關的所有指示，並為客戶賬戶的所有實質權益的唯一擁有人；

13.1.4 where the Client is a body corporate, it is duly incorporated and validly existing and in good standing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its signing of the Account Opening Form has been duly authorized by its governing body and is in accordance with the Memorandum and Articles of Association or by-laws as the case may be of the Client; there is no order granted or petition presented or resolution passed for its winding up or dissolution;

倘客戶為法團，其依據成立為法團的所在國家之法律妥為成立法團及有效地存在及有良好聲譽，以及有全面的能力及身份簽訂本文及履行本協議的責任；客戶簽訂開戶表格已獲其管治組織妥為授權及依照其公司章程及細則，並沒有已頒佈命令或已提出呈請或已通過決議藉以使之清盤及解散；

13.1.5 where the client is an individual, he/she is legally capable of entering into and performing all the obligations under this Agreement and that he/she has attained the age of 18 and is of sound mind, legal competence and is not a bankrupt; and

倘客戶為個人，其擁有法律行為能力簽訂及履行本協議的責任及其已達 18 歲及精神健全、在法律上有能力及不是破產人士；及

13.1.6 the Client is not a citizen or resident of the United States of America and the Client will give specific written notice to the Broker if this is not the case or upon any subsequent change to such status.

客戶並非美國公民或居民，但若此非屬實或客戶的情況日後有任何更改，客戶將會以書面方式通知華業證券。

13.2 If, in relation to any particular transaction in the Client’ s account, the Client is not the person or entity ultimately responsible for originating the instruction, the Client undertakes and agrees to provide information on the identity, address and contact and other details of such person or entity to the Broker before giving the instruction direct to the relevant exchanges, government agencies or regulators within two days of the Broker’ s written request and such undertaking and agreement will survive any termination of this Agreement.

如果就客戶的賬戶任何某宗交易而言，客戶並非是最初負責發出該宗交易的指示的人士或實體(不論是否為法律實體)，客戶承諾及同意於發出該指示給予華業證券之前，客戶會向華業證券披露該人士或實體的身份、地址及聯絡與其他詳情。客戶亦承諾及同意會在華業證券作出書面要求的兩日之內，直接向有關的交易所、政府機構或監管機構等披露該等資料。即使根據本協議所作的任何合約終止行動出現，客戶作出的該等承諾及同意將仍然有效。

- 13.3 Where the Client is acting as an investment manager of any collective investment schemes, discretionary accounts or trusts. If there are any transactions in which the Client's investment discretion is overridden, the Client agrees that the Client will advise the Broker of such fact and provide information on the identity and contact and other details of the person overriding the Client's investment discretion before giving the instruction to the Broker. The Client also undertakes and agrees that the Client will disclose such information to the relevant exchanges, government agencies or regulators direct within two days of the Broker's written request and such undertaking and agreement will survive any termination of this Agreement.

如果客戶是作為任何集合投資計劃、全權委託賬戶或信託的投資經理，而如果客戶在任何交易的投資酌情權遭推翻，客戶同意會於向華業證券發出有關交易的指示之前，通知華業證券有關事實及提供推翻客戶的投資酌情權的人士的身份及聯絡與其他詳情。客戶亦承諾及同意會在華業證券作出書面要求的兩日之內，直接向有關的交易所、政府機關或監管機構等披露該等資料。即使根據本協議所作的任何合約終止行動出現，客戶作出的該等承諾及同意將仍然有效。

14 **WAIVER** **放棄權利**

Any failure by the Broker to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct by the Broker shall in no event constitute or be considered as a waiver by the Broker of any of the Broker's powers, rights, remedies or privileges under this Agreement.

華業證券在任何時間未有貫徹地嚴格執行本協議書任何條款或條件或繼續以上行為，在任何情況下均不會構成或被視作華業證券放棄本協議下之權力、權利、補救方法或特權。

15 **NOTICES** **通告**

- 15.1 Without prejudice to any other effective mode of giving or making the same, any notice, demand or other communication (including, without limitation, statements of Accounts and order confirmations) sent to the Client at the address, electronic mail or fax number given in the Account Opening Form (or such other address, electronic mail or fax number as the Client has by five(5) days prior written notice specified to the Broker) shall be deemed to have been delivered to the Client (a) if sent by post, when actually delivered to the address; (b) if sent by fax or electronic mail, when dispatched by the Broker.

在不影響任何其他有效形式下，任何按照開戶表格所載之地址、傳真號碼或電子郵件（或由客戶以五（5）天事先通知華業證券之其他地址、電子郵件及傳真號碼），郵遞予客戶之通告、繳款通知單或其他通訊（包括但不限於賬戶結單及買賣盤確認書），(a) 如以郵遞方式發送，於實際遞派到有關地址後視為已送達客戶；(b) 如以傳真或電子郵件方式發送，則由華業證券發送時視為已送達客戶。

- 15.2 Any notice or communication made or given by the Client will be sent at the Client's risk and will be effective only upon actual receipt by the Broker.

就任何由客戶作出的通訊或通知，客戶必須個人承擔有關風險，及只當華業證券實際收到有關通知後方能生效。

16 **EVENT OF DEFAULT** **違約事項**

- 16.1 Any of the following events shall constitute an Event of Default:
以下任何事項屬違約事項：

- 16.1.1 any failure by the Client to pay any purchase price or other payments under this Agreement when due; or
客戶到期未繳付購買或任何本協議書規定之其他款項；或
- 16.1.2 the death, insolvency or liquidation of the Client, the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceeding against the Client or any of them; or
客戶去世、無力償還或清盤，對客戶或當中任何人申請破產、清盤或展開其他同類訴訟；或
- 16.1.3 the levying of attachment against the Account; or
對賬戶附加徵款；或

- 16.1.4 the Client' s default in the due performance or observance of any term(s) of this Agreement; or
客戶未有正確執行或遵守本協議書任何條款；或
- 16.1.5 any dispute or proceeding between any of persons making up the Client where there is more than one; or
就由超過一人組成之客戶而言，組成客戶的任何人士之間的任何爭議或法律程序；或
- 16.1.6 any consent, authorization or board resolution required the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.
任何為達成本協議書要求客戶所給予之同意授權或董事會議決事項遭全面或部份撤銷、暫停、終止或不再全面生效。
- 16.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Broker may has against the Client and without further notice to the Client, the Broker shall be entitled to:
如違約事項發生，在不影響華業證券其他任何針對客戶所有權利之補救方法和無須另行通知客戶下，華業證券有權：
- 16.2.1 cancel any or all outstanding orders or any other commitments made on the Client' s behalf; or
取消任何或所有客戶提出而未執行之證券買賣指示或任何其他承擔；或
- 16.2.2 close any or all contracts between the Broker and the Client, cover any short position with the Broker through the purchase of Securities on the Exchange or liquidate any long position with the Broker through the sale of Securities on the Exchange; or
結清華業證券與客戶任何或全部合約，將證券在交易所進行賣空、補倉，或將證券在交易出售而為華業證券進行買空而平倉；或
- 16.2.3 sell, dispose of or otherwise deal with in whatever manner any Securities in the Account and any collateral security deposited by the Client with the Broker ; or
華業證券有權出售、處置或以任何式處理客戶賬戶之任何證券及客戶存放華業證券處之任何附屬抵押品；或
- 16.2.4 take any actions as the Broker will think fit and appropriate.
採取任何華業證券認為合適及適當的行為。
- 16.3 In respect of the Margin Account(s), if the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker hereunder, on the due date therefor, the Broker may terminate the Margin Account(s) without notice to the Client and sell or dispose of any or all Securities held for or on behalf of the Client in any manner and for such consideration as the Broker may think fit and apply the proceeds thereof and any cash deposit(s) to pay to the Broker all outstanding balances owing to the Broker. Any monies remaining after such application of proceeds shall be refunded to the Client. The Client shall not have any right or claim against the Broker in respect of, and the Broker shall not in any way be responsible for, any loss arising out of such disposal howsoever such loss may have been caused and whether or not a better price could or might have been obtained.
就保證金賬戶而言，如客戶未能於華業證券要求的到期日前支付按金或保證金或任何其他款項，華業證券可毋須通知客戶而終止保證金賬戶，並按華業證券認為合適的方式及代價出售或處置代客戶持有的任何或所有證券，亦可應用其收益及任何現金存款，藉此將所欠華業證券之一切未清償餘額付予華業證券。在應用有關收益後，如仍有任何餘款，將會退還予客戶。客戶並無任何權利向華業證券申索處置有關證券所產生的任何損失，而在任何方面華業證券亦毋須負責有關損失，不論有關損失以何種方式產生，亦不論可否取得更高價格。

17 **FOREIGN EXCHANGE CONTRACTS**
外匯合約

The Client authorizes the Broker to enter into foreign exchange contracts necessary to facilitate the purchase of the Securities on or before the day when funds are required to be converted into other currencies for payment of such purchase at market rates and in accordance with the Broker' s normal practice. The timing will be at the Broker' s sole discretion.
客戶授權華業證券在資金需要轉換為其他貨幣當日或之前訂立外匯合約以便購買證券，此等外匯合約按華業證券日常慣例並以市場匯率訂立。訂約時間由華業證券自行酌情決定。

18 **JOINT AND SEVERAL LIABILITY/SUCCESSORS**
聯名及個別責任/繼承人

- 18.1 If the Client is joint account holders, the Client' s obligations and liabilities under this Agreement shall be joint and several and the Broker may in its absolute discretion take recourse against any one or all of the joint holders. Any notice, payment or delivery by the Broker to either or any one of the joint account holders shall be a full and sufficient discharge of the Broker' s obligations to notify, pay or deliver under this Agreement. The Broker is also authorized by the Client

to accept or carry out instructions from either or any one of the joint account holders. This Agreement shall not be affected by the death, incapacity or dissolution of any Joint Client.

如果客戶是聯名賬戶持有人，所有聯名賬戶持有人在本地協議之下的責任屬個別及共同的責任，而華業證券可行使其絕對酌情權對客戶任何一人或全部採取追索行動。華業證券向任何其中一名的聯名賬戶持有人作出的通知、支付及交付，將會全面及充份地解除華業證券根據本協議須作出通知、支付及交付的義務。客戶亦授權華業證券可接受或執行任何其中一名的聯名賬戶持有人的指示。本協議條款不受任何聯名賬戶持有人身故、殘疾或解散的影響。

18.2 This Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be.

本協議條款須對客戶的承任人、遺囑執行人、管理人、遺產代理人、繼承人及承讓人(視情況而定)有約束力。

19 **TERMINATION**

終止

19.1 This Agreement may be terminated at any time by written notice given by either party provided that this Agreement shall not be deemed to be terminated by the Client until at least two business days after the Broker's actual receipt of such written notice. Such notice shall not affect any Transaction entered into by the Broker prior to the Broker's receipt of the same and shall be without prejudice to any of the rights, powers or duties of the Broker or the Client prior to such receipt.

本協議書立約雙方均可以書面通知對方於任何時候終止本協議書，惟客戶祇可於華業證券實際接獲以上書面通知後最少兩個營業日後方視作終止本協議書。以上通知不會影響任何華業證券於收到通知前華業證券代客戶所達成之任何交易，亦不影響到雙方在收到此通知前之任何權利、權力或責任。

19.2 As soon as reasonably practicable following termination of this Agreement pursuant to Clause 19.1 above, the Broker may:

當按照上文第 19.1 條終止本協議書後，華業證券可盡早：

19.2.1 (unless otherwise agreed with the Client) terminate all the Client's Accounts and all deposits of monies in or for such Accounts;

(除非經客戶另行同意) 結束所有客戶之賬戶及此等賬戶所有存款；

19.2.2 convert all monies held in or for such Accounts into Hong Kong dollars;

將此等賬戶一切款項或屬於此等賬戶之一切款項兌換為港元；

19.2.3 realise any charged securities;

將任何抵押證券變現；

19.2.4 subject to full payment of all money owed by the Client to the Broker or the Broker's associated persons, the Broker shall either credit any balance on such Accounts to the Client's bank account or send by mail at the risk of the Client's account to the Client's last known address a cheque in the amount of the credit balance of such Accounts; and

於清付客戶欠華業證券或華業證券之聯繫人等所有欠款後，華業證券須將任何結餘款項存入客戶賬戶，又或將款額等同上述賬戶貸方結餘之支票，以郵遞方式(郵誤風險由客戶承擔)寄往最後所知之客戶之地址；及

19.2.5 send to the Client all documents of title (including where relevant stock transfer) relating to the Securities in such Accounts.

將有關上述賬戶證券所有權文件交還客戶(包括有關股票過戶文件)。

19.3. Notwithstanding anything to the contrary herein contained, the Broker shall have the right exercisable at the Broker's absolute discretion at any time to close any Account(s) maintained in the Client's name and/or on the Client's behalf without ascribing any reason therefor.

無論本協議任何條文是否有相反之規定，華業證券有全權酌情決定隨時結清客戶名下及/或代表客戶訂立之賬戶而無須給予任何理由。

20 **RISK DISCLOSURE STATEMENT**

風險披露聲明

The relevant risk disclosure statements as specified in Schedule 1 to the SFC Code of Conduct will be attached, 證監會操守準則附表 1 指明的有關風險披露聲明書將會夾附。

21 **GENERAL**
一般事項

- 21.1 If the Broker fails to meet its obligations to the Client pursuant to this Agreement, the Client will have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.
倘華業證券沒有照本協議書之規定履行對客戶之責任，客戶有權根據《證券及期貨條例》成立之賠償基金索償，惟須受賠償基金不時訂立之條款制約。
- 21.2 The Client will notify the Broker of any material change to any of the information provided in this Agreement. The Broker will notify the Client of any material change in respect of its business which may affect the services the Broker provides to the Client.
倘若客戶在本協議書提供的任何資料重大改變，客戶將會通知華業證券。倘華業證券之業務有重大變更，並且可能影響華業證券為客戶提供之服務，華業證券將會通知客戶。
- 21.3 The Broker may record all telephone conversations with the Client in order to verify the Client's instructions. The Client agrees to accept the contents of such recording as final and conclusive.
華業證券可將所有與客戶進行之電話交談錄音，以核實客戶之指示。客戶同意接納該等錄音內容為最終及具決定性的。
- 21.4 The Broker's records shall, in the absence of manifest error, be conclusive and binding on the Client as to the amount standing to the debit or credit of any of the Client's Account(s).
在沒有重大錯誤之情況下，華業證券之記錄將為確實之證據，在有關任何賬目之支出或入賬數額方面，對客戶具有約束力。
- 21.5 The Client confirms that the Client has read and agrees to the terms of this Agreement, which have been explained to the Client in a language that the Client understands.
客戶確認已詳閱並同意本協議書之條款，而且該等條款已經以客戶明白之語言向客戶解釋。
- 21.6 The Client agrees that the Client shall, independently and without reliance on the Broker, make the Client's own judgements and decisions with respect to each Transaction. The Broker shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers or employees irrespective of whether or not such suggestion was given at the Client's request.
客戶同意客戶在不倚賴華業證券之情況下，就每宗交易獨立地作出客戶之判斷及決定。華業證券無須就華業證券之任何董事、高級人員或僱員所提供之任何資料或建議(不論該等建議是否應客戶之要求而提供)負上法律責任。
- 21.7 Any illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability of the other provisions or legality, validity or enforceability of this Agreement under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
倘本協議書之任何條文被任何司法管轄區之法律判定為非法、無效或不能強制執行，則該項有關非法、無效或不能強制執行之判定不會影響本協議書之其他條文之合法性、有效性或可強制執行性或根據任何其他司法管轄區之法律本協議書之合法性、有效性或可強制執行性，且亦不會影響任何其他條文之合法性、有效性或可強制執行性。
- 21.8 This Agreement constitutes the entire agreement and understanding between the parties hereto in connection with the subject matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relation thereto whether oral, written or otherwise and the parties hereto have not relied on any such proposals, representations, warranties, agreements or undertakings.
本協議書構成有關本協議書之主題就本協議各方之整份協議及諒解，並凌駕於就此之以前所作出之一切建議、聲明、保證、協議或承諾(不論屬口頭、書面、或其他方式者)，而本協議各方概無倚賴任何該等建議、聲明、保證、協議或承諾。
- 21.9 In this Agreement, words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.
於本協議內所有代表單數之詞彙應包括眾數之涵義，反之亦然，而單一性別之詞彙亦應包括所有性別之涵義，而人士一詞則應包括商號或獨資企業、合夥企業、財團及法團，反之亦然。
- 21.10 The Broker will not be liable for any delay or failure to perform its obligations or any losses, damages or costs resulting therefrom so long as it has acted in good faith. Moreover, the Broker will not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events including without limitation government restrictions, exchange ruling, the third party conduct, suspension of trading, war, strikes or other circumstances or

conditions beyond the Broker' s control.

只要華業證券是以良好信念行事，華業證券無須就延遲或未有履行其義務或因此而導致的任何損失、損害或費用承擔責任。此外，華業證券無須對任何直接或間接地源自任何無法控制的事件的後果負責。該等事件包括但不限於政府限制、交易所裁決、第三者行為、停牌或停市、戰爭、罷工及任何華業證券的控制範圍以外的行為。

- 21.11 The Client reminded and hereby acknowledges that the Client should read this document carefully before the Client decides to accept the terms and conditions of this Agreement. In the event that the Client is in any doubt about this document, the Client is reminded and understands that the Client should consult the Client' s solicitor or other professional adviser.

證券買賣須承受風險。客戶知道及在此確認在決定接受本協議之條款及條件必須首先小心閱讀此文件。如客戶對本協議有任何疑問，客戶須知及明白其應當向客戶律師或其他專業顧問諮詢。

- 21.12 The Broker shall not be responsible for any unavailability of funds due to government intervention, act of God or other causes beyond the Broker' s control.

華業證券無須為由於政府干預或天災或其他不受華業證券控制之原因以致未能取得足夠資金而負責。

- 21.13 The Client' s private information is collected and used by the Broker in accordance with the notice to Clients on the Personal Data (Privacy) Ordinance. The Client understands that as an individual client is entitled, by written request to the Broker' s Data Protection Officer, to access the personal information held about the Client and, if applicable, to correct any inaccuracies in that information. Unless the Client send a written request to the contrary to the Broker' s Data Protection Officer, the information the Broker acquire about the Client may be used for the purposes of marketing products and services which may be interest to the Client. The Client agrees that the Broker may disclose the Client' s personal information to such persons or classes of persons and use the Client' s personal information for such purposes as may be set out in the Broker' s practices relating to personal data from time to time.

華業證券是依照其個人資料(私隱)條例的客戶通知來收集和 사용客戶的個人資料。客戶明白作為個人客戶有權向華業證券的個人資料保護主任提出書面的要求去查閱被持有關於客戶的個人資料及(若適用者)要求更改該些資料錯誤的地方。除非客戶以書面方式通知華業證券的個人資料保護主任客戶相反的意向，否則華業證券獲得關於客戶的個人資料可被用作向客戶推廣可能客戶有興趣的產品及服務的用途。客戶同意華業證券可按其不時的政策及處理方式披露客戶的個人資料給予某些人士或某些類別的人士及使用客戶的個人資料作某些用途。

22 GOVERNING LAW AND JURISDICTION

管轄法律及司法管轄區

- 22.1. This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong provided that the Broker shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client' s assets.

本協議書受香港法律管轄，並按其詮釋，而本協議各方茲同意接受香港法院之非專屬性管轄權所管轄，但華業證券可在具有有效管轄權的任何法院針對客戶或其任何財產向客戶提出訴訟。

- 22.2. If the Client is an individual or a company domiciled outside Hong Kong, the Client shall, immediately upon demanded by the Broker, appoint a person or agent in Hong Kong to be its process agent to receive all notices and communications relating to any legal proceedings involving the Client and the Client agrees that any service of any legal process on the process agent shall constitute sufficient service on the Client for the purpose of legal proceedings in the Hong Kong courts.

如果客戶是在香港以外地方居住或註冊的人士或公司，客戶必須立刻於華業證券提出要求的時候委任一名於香港的人士或代理人作為客戶的法律文件接收人，以收取任何涉及客戶的法律訴訟的有關通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何對法律文件接收人的法律文件送達，即構成對客戶的法律文件的妥善送達。

- 23 This Agreement is prepared in both the Chinese and English languages. In the event of any inconsistency between the two languages, the English languages shall prevail.

本協議書以中文和英文書寫，如本協議書在文字上有任何差異，應以英文為準。