

(For Office Use Only)

Account Name

Account No

AE Code



**ENHANCED 進陞證券**  
**SECURITIES LIMITED**

ACCOUNT APPLICATION FORM

開戶申請表

&

CLIENT'S AGREEMENT

客戶協議書

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(INDIVIDUAL/ JOINT ACCOUNT)

個人/聯名帳戶

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**DOCUMENT REQUIRED FOR OPENING OF ACCOUNT BY INDIVIDUAL / JOINT:-**

開立個人 / 聯名 帳戶請附上下列文件：

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- ☐ Photocopy of I.D. Card or Passport or other Valid Official Identity Document of each individual / joint account holder  
個人或每位聯名戶口持有人身份證或護照或有效身份證明文件副本
- ☐ Address Proof (latest three months: utilities bill or bank statement, etc.)  
地址證明〔最近三個月之電費單，銀行月結單等〕
- ☐ Financial Status Proof (for students or unemployed persons)  
財務狀況證明〔適用於學生或無業人士〕  
e.g. (1) Copy of Bank Statement or Bank Book (the front page and the latest updated page)  
(2) Other Accepted Valid Document  
如 (1) 銀行月結單或存摺副本〔首頁及最近紀錄〕  
(2) 其他有效文件
- ☐ Name Card, if any  
名片〔如適用〕

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Signatures for Cash Account: Page 5, 7 & 21

Signatures for Margin Account: Page 5, 7, 21 & 23

現金帳戶簽名: 第 5, 7 & 40 頁

保證金帳戶簽名: 第 5, 7, 40 & 42 頁

**To: Enhanced Securities Limited 進隆證券有限公司**  
37/F, Times Tower, 393 Jaffe Road, Wan Chai, Hong Kong (CE Number: AWP684)  
香港灣仔謝斐道 393 號新時代中心 37 樓 (中央編號為 AWP684)

**ACCOUNT APPLICATION FORM 開戶申請**  
(Individual/ Joint Account 個人/ 聯名帳戶)

Where a joint or partnership account is involved, any reference herein to “I”, “me”, “my” and/or “myself” shall mean “we”, “us”, “our” and/ or “ourselves” respectively as the context requires.

若涉及聯名或合夥帳戶，而凡於下文提述「本人」，在條文內容有需要的情況下，應指「吾等」。

Please open and maintain the following account(s) (the “Account”)

謹請以本人名義開立及維持以下帳戶(「戶口」)

Account Opening Date 開戶日期

**(Please tick the appropriate box and delete whichever is inapplicable 請在適當空格加✓及請刪去不適用者)**

In my/our name in relation to which I/we or any one of us or any Authorized Person may from time to time to instruct you in accordance with the terms of the Client Agreement executed on even date and the following particulars.

以便本人或吾等中任何一人或任何授權人士可不時按照與本開戶表格同日簽訂之客戶協議及下列細節指示 閣下。

1. ☐ Individual Account 個人帳戶 ☐ Joint Account 聯名帳戶, Staff Account 職員戶口: ☐ Yes 是 ☐ No 否
2. ☐ Cash Account 現金帳戶 ☐ Margin Account 保證金帳戶, with Online Trading Account 網上交易: ☐ Yes 是 ☐ No 否
3. ☐ General Investor 一般投資者 ☐ \*Professional Investor 專業投資者

\* as defined in section 15 of Code of Conduct for Persons Licensed by or Register with SFC 定義見證券及期貨事務監察委員會操守準則第 15 條

**PERSONAL INFORMATION 個人資料**

| Individual/ Primary Joint Account Holder 個人/聯名帳戶主要戶口持有人之個人資料   |                   |  |
|--|-------------------|--|
| Name 姓名 <input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Miss 小姐  |                   |  |
| In English (英文) (中文)   |                   |  |
| ID/Passport No. 身份證/護照號碼   | Nationality 國籍    | Date of Birth 出生日期 (dd/mm/yy) (日/月/年)                                    |
| Residential Tel. 住宅電話  | Mobile Phone 手提電話 | Facsimile 傳真號碼   |
| Residential Address 住宅地址: <input type="checkbox"/> Owned 自置 <input type="checkbox"/> With Parents 與父母同住 <input type="checkbox"/> Relative's 親屬的樓宇 <input type="checkbox"/> Quarters 宿舍                             |                   |  |
| <input type="checkbox"/> Mortgaged / Monthly Installment 按揭 / 每月供款 \$ _____ <input type="checkbox"/> Rented / Monthly Rental 租用 / 每月租金 \$ _____  |                   |  |
| Name of Employer 僱主姓名  |                   | Nature of Business 業務性質  |
| Position 職位  |                   | Year(s) of Service 任職年期  |
| Office Address 公司地址  |                   | Employer Phone No. 公司電話  |
| Licensed / Registered Person Declaration 持牌 / 註冊人士申報   |                   |  |
| Are you a licensed/ registered securities or commodities professional, or an employee of a licensed / registered person (e.g. employee of a brokerage firm, bank etc.) with the Securities and Futures Commission? |                   |  |
| 客戶是否證券及期貨事務監察委員會註冊持牌法團的僱員? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes, please specify 是, 請列明 _____   |                   |  |
| Do you have any relative(s) working in Enhanced Securities Limited (which includes Enhanced Securities Limited and its subsidiaries)?  |                   |  |
| 客戶的直系親屬是否進隆證券有限公司(包括進隆證券有限公司及其附屬公司)之員工?  |                   |  |
| <input type="checkbox"/> No 否 <input type="checkbox"/> Yes, Name 是, 姓名 _____   |                   |  |
| E-mail Address 電郵地址(Max. 50 characters 最多 50 字母)   |                   | For Individual/ Primary Joint Account Holder Only<br>只需由個人/聯名賬戶主要戶口持有人填寫 |

| Secondary Joint Account Holder 聯名帳戶第二戶口持有人之個人資料   |                   |  |
|---|-------------------|--|
| <div style="text-align: right;"> <input type="checkbox"/> Mr. 先生   <input type="checkbox"/> Mrs. 太太   <input type="checkbox"/> Miss 小姐 </div>   |                   |  |
| Name 姓名   |                   |  |
| In English (英文) (中文)  |                   |  |
| ID/Passport No. 身份證/護照號碼  | Nationality 國籍    | Date of Birth 出生日期<br>(dd/mm/yy) (日/月/年)                                 |
| Residential Tel. 住宅電話   | Mobile Phone 手提電話 | Facsimile 傳真號碼   |
| Residential Address 住宅地址: <input type="checkbox"/> Owned 自置 <input type="checkbox"/> With Parents 與父母同住 <input type="checkbox"/> Relative's 親屬的樓宇 <input type="checkbox"/> Quarters 宿舍<br><br><input type="checkbox"/> Mortgaged / Monthly Installment 按揭 / 每月供款 \$ _____ <input type="checkbox"/> Rented / Monthly Rental 租用 / 每月租金 \$ _____   |                   |  |
| Name of Employer 僱主姓名   |                   | Nature of Business 業務性質  |
| Position 職位   |                   | Year(s) of Service 任職年期  |
| Office Address 公司地址   |                   | Employer Phone No. 公司電話  |
| <b>Licensed / Registered Person Declaration 持牌 / 註冊人士申報</b><br>Are you a licensed/ registered securities or commodities professional, or an employee of a licensed / registered person (e.g. employee of a brokerage firm, bank etc.) with the Securities and Futures Commission?<br>客戶是否證券及期貨事務監察委員會註冊持牌法團的僱員? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes, please specify 是, 請列明 _____<br>Do you have any relative(s) working in Enhanced Securities Limited (which includes Enhanced Securities Limited and its subsidiaries)?<br>客戶的直系親屬是否進隆證券有限公司(包括進隆證券有限公司及其附屬公司)之員工?<br><input type="checkbox"/> No 否 <input type="checkbox"/> Yes, Name 是, 姓名 _____ |                   |  |
| E-mail Address 電郵地址(Max. 50 characters 最多 50 字母)  |                   | For Individual/ Primary Joint Account Holder Only<br>只需由個人/聯名賬戶主要戶口持有人填寫 |
| Relationship with Primary Account Holder: 與聯名賬戶主要戶口持有人之關係<br><input type="checkbox"/> Immediate Family 直系親屬, please specify 請列明 _____<br><input type="checkbox"/> Relative 親戚 <input type="checkbox"/> Friends 朋友 <input type="checkbox"/> Others 其他, please specify 請列明 _____  |                   |  |

| Account Applicant's Other Information 戶口申請人之其他資料   |                            |                      |
|--|----------------------------|----------------------|
| Are you the ultimate beneficial owner(s) of the account? (The information is required by The Securities & Futures Commission's Client Identity Rules) 閣下是否戶口的最終受益人? (所需資料是根據香港證券及期貨監察委員會所制定的客戶身份規則索取)<br><br><input type="checkbox"/> Yes 是 <input type="checkbox"/> No, Please provide details 否, 請說明 _____ |                            |                      |
| Name 姓名  | HKID / Passport 身份證 / 護照號碼 | Contact Phone No. 電話 |
| Address 地址   |                            |                      |
| Do you maintain any other account(s) with Enhanced Securities Limited?<br>閣下是否已持有其他進隆證券有限公司的戶口? <input type="checkbox"/> No 否 <input type="checkbox"/> Yes, please specify 是, 請列明 _____  |                            |                      |

| Account Applicant's Bank Details 戶口申請人的銀行資料  |              |
|--|--------------|
| (Funds will be transferred to the following account according to your instruction.) (根據客戶的提款指示, 款項將轉入以下戶口) |              |
| Main Banker's Name 主要銀行名稱  |              |
| <input type="checkbox"/> Savings 儲蓄 <input type="checkbox"/> Current 支票                                    |              |
| A/C Holder's Name 戶口名稱   | A/C No. 戶口號碼 |
| Other Banker's Name 其他銀行名稱   |              |
| <input type="checkbox"/> Savings 儲蓄 <input type="checkbox"/> Current 支票                                    |              |
| A/C Holder's Name 戶口名稱   | A/C No. 戶口號碼 |

**First Account Applicant's Financial Profile and Investment Experience 第一戶口申請人財務紀錄及投資經驗**

(The Companies are required to obtain this information to fulfill the "Know your client requirements" of the Securities and Futures Commission of Hong Kong.)

(所需資料是根據香港證券及期貨監察委員會所制定的認識你的客戶要求而索取)

**Estimated Annual Income (HK\$)**

估計年 (港元)

- ☐ Under \$250,000
- ☐ \$250,000 - \$300,000
- ☐ \$300,001 - \$500,000
- ☐ \$500,001 - \$700,000
- ☐ Above HK\$700,000
- ☐ Other Income Source 其他收入來源: \_\_\_\_\_

**Approximate Net Asset Value (HK\$)(Total Asset - Total Liabilities)**

估計資產淨值 (港元)(總資產 - 總負債)

- ☐ Under \$500,000
- ☐ \$500,001 - \$1,000,000
- ☐ \$1,000,001 - \$1,500,000
- ☐ \$1,500,001 - \$3,000,000
- ☐ Above HK\$3,000,000

**Investment Objectives 投資目標**

- ☐ Long Term 長線 ☐ Medium Term 中線 ☐ Short Term 短線 ☐ Capital Growth 增值 ☐ Dividend Income 股息收入 ☐ Other 其他

**Investment Experience 投資經驗(年資)**

- ☐ Nil 沒有 ☐ Less than 1 Year 少於 1 年 ☐ 1-3 Years 年 ☐ 3-5 Years 年 ☐ 5-10 Years 年 ☐ Over 10 Years 10 年以上

Products 投資產品

Average Portfolio Value (HK\$)

平均資產淨值 (HK\$)

Shares 股票

Bonds 債券

Futures 期貨

Purpose 目的:

- ☐ Speculation 投機 ☐ Hedging 對沖 ☐ Investment 投資

**Second Account Applicant's Financial Profile and Investment Experience 第二戶口申請人財務紀錄及投資經驗**

(The Companies are required to obtain this information to fulfill the "Know your client requirements" of the Securities and Futures Commission of Hong Kong.)

(所需資料是根據香港證券及期貨監察委員會所制定的認識你的客戶要求而索取)

**Estimated Annual Income (HK\$)**

估計年薪 (港元)

- ☐ Under \$250,000
- ☐ \$250,000 - \$300,000
- ☐ \$300,001 - \$500,000
- ☐ \$500,001 - \$700,000
- ☐ Above HK\$700,000
- ☐ Other Income Source 其他收入來源: \_\_\_\_\_

**Approximate Net Asset Value (HK\$)(Total Asset - Total Liabilities)**

估計資產淨值 (港元)(總資產 - 總負債)

- ☐ Under \$500,000
- ☐ \$500,001 - \$1,000,000
- ☐ \$1,000,001 - \$1,500,000
- ☐ \$1,500,001 - \$3,000,000
- ☐ Above HK\$3,000,000

**Investment Objectives 投資目標**

- ☐ Long Term 長線 ☐ Medium Term 中線 ☐ Short Term 短線 ☐ Capital Growth 增值 ☐ Dividend Income 股息收入 ☐ Other 其他

**Investment Experience 投資經驗(年資)**

- ☐ Nil 沒有 ☐ Less than 1 Year 少於 1 年 ☐ 1-3 Years 年 ☐ 3-5 Years 年 ☐ 5-10 Years 年 ☐ Over 10 Years 10 年以上

Products 投資產品

Average Portfolio Value (HK\$)

平均資產淨值 (HK\$)

Shares 股票

Bonds 債券

Futures 期貨

Purpose 目的:

- ☐ Speculation 投機 ☐ Hedging 對沖 ☐ Investment 投資

**Client Specimen Signature 客戶簽名式樣**

Individual/ Primary Joint Account Holder 個人/聯名帳戶主要持有人

Secondary Joint Account Holder 聯名帳戶持有人

**Signing Arrangement 簽署安排 (Only applicable for joint account applicants (只適用於聯名戶口申請者))**

The account can be operated under the instruction of (please tick the appropriate box):

此帳戶可根據以下指示方式操作(請在適當空格加✓):

- ☐ Either one of the account holder; or 任何一位帳戶持有人的指示
- ☐ Both account holders 兩位帳戶持有人的指示

## Trading Authorization 交易授權

Will the account be traded by other person(s) on your behalf?

戶口會否授權第三者交易? ☐ Yes 會 ☐ No 否

If yes, please provide the following trading authorization and state the client's relationship to authorized representative.

若會, 請提供以下交易授權書及填寫客戶與授權人之關係。

| Full Name<br>姓名 | Relationship<br>關係 | Specimen Signature<br>簽名式樣 | HK ID No.<br>身份證號碼<br>(or passport No. & country of issue)<br>護照號碼及簽發地點 | Signature of Account Holder<br>to confirm authorization<br>戶口持有人確認授權簽署 |
|-----------------|--------------------|----------------------------|---|--|
| 1)              |                    |                            |   |  |
| 2)              |                    |                            |   |  |
| 3)              |                    |                            |   |  |

## Trading Confirmation & Statements 交易確認通知和帳戶結單

Trading confirmations and Statements to be sent to your

交易確認通知和帳戶結單遞送至

- ☐ Residential 住宅 ☐ Office 公司 ☐ E-mail 電郵  
☐ Other correspondence address, please specify 其他郵寄地址, 請列明: \_\_\_\_\_; and in 及用  
☐ Traditional Chinese Version 中文繁體版本 ☐ Simplified Chinese Version 中文簡體版本 ☐ English Version 英文版本 (Please select one only 只可選擇一個)

NOTE: Statements, Contract Notes, Trade Confirmation and all other correspondence originated from the Broker and delivered by post to the above correspondence address or by fax to the above fax number or by email to the above email address is considered complete discharge of the Broker's responsibility. If the correspondence address is not completed in the above, then all correspondence shall be directed to the residential address.

注意: 由經紀發出及以郵寄方式遞交至以上之通訊地址或傳真至以上傳真號碼或電郵至以上之電子信箱之結單、成交單據、交易確認書及所有其他通信, 都當作完全履行經紀之職責。如以上沒有填寫, 所有關於閣下之戶口的郵件/文件, 將會郵寄到閣下的住址。

## Important Confirmation 重要訊息確認

You, as primary account holder or joint account holders hereby confirm that:-

(Please tick the appropriate box 請在適當空格加✓)

閣下, 代表閣下本人以及聯名及個別代表各聯名帳戶持有人在共同及個別確認:

(a) Which of the following product(s) does client have knowledge? 客戶對下列哪種產品有所認識?

- ☐ Warrants 認股權證  
☐ Stock Options 股票期權  
☐ Callable Bull/Bear Contracts ("CBBCs") 可贖回牛/熊證  
☐ Exchange Traded Funds with Synthetic Replication Strategies ("ETFs") 交易所買賣基金合成複製策略  
☐ Equity Linked Instruments ("ELIs") 股票掛鉤票據

Please kindly fill in questions 1 to 3 for the product(s) of which the client has knowledge. 請就有所認識之產品, 完成第1至第3條的問題。

Client has obtained the knowledge of the relevant derivative product(s) from:

客戶是從以下途徑獲取相關產品之認識:

|   |  | Warrants | Stock Options | CBBCs | ETFs | ELIs |
|---|--|----------|---------------|-------|------|------|
| 1 | Client has undergone training or attended course on<br>客戶曾接受有關培訓或修讀相關課程  |          |               |       |      |      |
| 2 | Client has current or previous work experience on<br>客戶現時或過去曾有相關的工作經驗  |          |               |       |      |      |
| 3 | Client has prior trading experience on (executed 5 or more transactions within the past 3 years)<br>客戶曾有相關的買賣經驗 (在過去3年曾執行5次或以上的有關交易) |          |               |       |      |      |

(b) Which of the following product(s) does client have NO knowledge? 客戶對下列哪種產品沒有認識?

- ☐ Warrants 認股權證  
☐ Stock Options 股票期權  
☐ Callable Bull/Bear Contracts ("CBBCs") 可贖回牛/熊證  
☐ Exchange Traded Funds with Synthetic Replication Strategies ("ETFs") 交易所買賣基金合成複製策略  
☐ Equity Linked Instruments ("ELIs") 股票掛鉤票據

Please kindly confirm the account executive ("AE") has made the relevant risk disclosure declaration. 請就沒有認識之產品中, 確認經紀已作出相關的風險披露聲明。

|   |   | Warrants | Stock Options | CBBCs | ETFs | ELIs |
|---|---|----------|---------------|-------|------|------|
| 1 | AE has acknowledged that he has provided an explanation of the risks of the relevant derivative product(s) traded on an exchange to client.<br>經紀確認已向客戶解釋在交易所買賣的有關衍生產品的風險 |          |               |       |      |      |

(c) ☐ are 是: ☐ are not 否

Controlling (whether individually or jointly with your spouse) 35% or more voting power of any Enhanced Securities Limited corporate account (if you are, please provide details in Item Important Disclosures (d) below)

控制 (無論單獨控制或與閣下的配偶共同控制) 任何進隆證券有限公司帳戶 35% 或以上的投票權 (倘閣下是, 請提供下文重要訊息披露(d)項所述的詳情)

**Important Disclosures 重要訊息披露**

You, as primary account holder or joint account holders hereby confirm that:-

閣下，代表 閣下本人以及聯名及個別代表各聯名帳戶持有人在內共同及個別確認：

- (a) Name, HKID/ Passport No., address and contact Telephone number of the ultimate beneficial owner(s) or controller(s) of your Account are as follows. You undertake to notify Enhanced Securities Limited in writing in case of any changes and supply necessary documents required by Enhanced Securities Limited.

閣下帳戶最終受益擁有人或控制人的姓名、香港身份證／護照號碼、地址及聯繫電話如下。閣下承諾將該等訊息出現任何變動時以書面形式知會進隆證券有限公司，並提供進隆證券有限公司所要求的必要文件。

- (b) Details of your (or your authorized person's) trading experience in derivative products in the past three years/ working experience in trading derivative products/ training in derivative product trading:-

閣下（或 閣下的獲授權人士）過去三年在衍生產品方面的買賣經驗／買賣衍生產品的工作經驗／衍生產品買賣的培訓詳情：

- (c) Details of your spouse' Enhanced Securities Limited account(s), whether held in the name of your spouse or in the name of a corporation in which your spouse, whether individually or jointly with you, control 35% or more of the voting power of the corporation. Please provide the account numbers, names of account holders and their account types, i.e. cash account or margin account.

閣下配偶的進隆證券有限公司帳戶（無論以 閣下配偶之名義持有或以 閣下配偶控制（無論單獨控制或與 閣下共同控制）35%或以上投票權的公司的名義持有）之詳情。請提供帳戶號碼、帳戶持有人姓名及其帳戶類型（即現金帳戶或保證金帳戶）。

- (d) Details of Enhanced Securities Limited corporate account(s) in which you, whether individually or jointly with your spouse, control 35% or more of the voting power of the corporation. Please provide the account numbers, names of account holders and their account types, i.e. cash account or margin account.

閣下控制（無論單獨控制或與 閣下的配偶共同控制）35%或以上投票權的公司的進隆證券有限公司帳戶之詳情。請提供帳戶號碼、帳戶持有人姓名及其帳戶類型（即現金帳戶或保證金帳戶）。

**Declaration 聲明書**

The Account Applicant(s) represent(s) that the information on this Account Application Form is true, complete and correct and that the representations in the attached Customer Agreement of Enhanced Securities Limited (including the Margin Addendum, and/or Option Addendum and/or commodities Addendum, if applicable) ("Agreement") are accurate. Information on this Account Application Form and representations in the Agreement are collectively referred as "the Account Opening Information". Enhanced Securities Limited (collectively "The Company") is entitled to rely fully on such Account Opening Information for all purposes, unless the Company receives notice in writing of any change. The Company is authorized at any time to contact anyone, including but without limitations to banks, brokers or any credit agency of the Account Application(s), for purposes of verifying the Account Opening Information.

All transactions to be concluded with or through the Company shall be subject to the terms and conditions of the Agreement. Please read the Agreement carefully before signing this Account Application Form. By signing below, the Account Applicant(s) confirm(s) that he/she/they has/have read, understood and accepted the Agreement, in particular the section entitled "Risk Disclosure Statements" and shall be bound by the Agreement as it may be amended from time to time.

戶口申請人茲聲明在開戶申請表內的資料屬實、完整及正確，而附上的進隆證券有限公司的《客戶協議》（如適用，包括《保證金信貸及保證金規定附件》、及/或《期權附件》及/或《商品附件》）（以下簡稱為「協議」）內的一切申述準確。本開戶申請表內的資料及「協議」內的申述，以下統稱為「開戶資料」。除非進隆證券有限公司（以下統稱為「本公司」）接到更改有關「開戶資料」內容的書面通知，本公司有權在任何用途上完全依賴這些「開戶資料」。本公司有權隨時聯絡任何人，包括但不限於戶口申請人之銀行，經紀或任何信貸調查機構，以求證實「開戶資料」內所載之內容。

所有由公司與或透過本公司進行之交易均受「協議」之條文所限制。請於申請戶口前，細閱「協議」各項條文。於下方簽署乃確認 閣下 已細閱、明白及同意「協議」之一切內容（尤其「風險披露聲明」一節），並接受該等現時有效及不時修改的條文約束。

**Client Signature 客戶簽署**

Individual/ Primary Joint Account Holder 個人/聯名帳戶主要持有人

Secondary Joint Account Holder 聯名帳戶持有人



Date 日期



## CLIENT AGREEMENT

This document together with the related account application form contains important terms and conditions that apply to and constitute the agreement on all Accounts with Enhanced Securities Limited. Please read this Agreement carefully and retain it for your future reference.

### 1. Definitions

1.1 In this Agreement:

|                                 |  |
|---------------------------------|--|
| "Account"                       | means any account from time to time opened in your name and maintained with us for the Services;   |
| "Agents"                        | means all agents, associates, affiliates, nominees, dealers, brokers, counterparties, contractors, custodians, information service providers, providers of execution facilities and providers of other financial products (including their respective delegates) as may from time to time be engaged by us in providing the Services;  |
| "Agreement"                     | means this agreement as may from time to time be amended or supplemented;  |
| "Clearing House"                | means Hong Kong Securities Clearing Co. Ltd. ("HKSCC") in relation to HKEx and, in relation to any other Exchange, the clearing house providing services similar to those of HKSCC to such Exchange;   |
| "Commodity"                     | means any item and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contract, energy, right or authority, and shall where the case requires include a Futures/Options Contract in respect of any of the above and in each case whether or not the item is capable of being delivered;   |
| "Dormant"                       | means, in respect of any Account, the state of any Account that has recorded no trading activity for a continuous period of eighteen (18) months;  |
| "Exchange"                      | means any Securities or futures association, market or exchange through which you instruct us to transact Securities, Futures Contracts or Options Contracts on your behalf and includes HKEx and HKFE;  |
| "Futures Contract" or "Futures" | means a contract executed on any commodity, futures or options exchange, the effect of which is that: <ul style="list-style-type: none"> <li>(a) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or</li> <li>(b) the parties will make an adjustment between them at an agreed future time according to whether the agreed Commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made;</li> </ul>  |
| "Hong Kong"                     | means the Hong Kong SAR;   |
| "HKEx"                          | means The Stock Exchange of Hong Kong Limited;   |
| "HKFE"                          | means the Hong Kong Futures Exchange Limited;  |
| "Instructions"                  | mean any instruction given by you for the buying, selling, other disposition or dealing of any Securities, the purchase, sale or closing out of any Futures Contract or Option Contract or the utilization of the Services;  |
| "Options Contract" or "Option"  | means a contract executed between one party (in this definition called the "first party") and another party (in this definition called the "second party") on any commodity, futures or options exchange under which: <ul style="list-style-type: none"> <li>(a) the first party grants the second party the right, but not the obligation, to buy an agreed Commodity, or quantity of a Commodity, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to buy:               <ul style="list-style-type: none"> <li>(i) the first party is obliged to deliver the Commodity at the agreed price;</li> <li>(ii) the second party receives a payment referable to the amount (if any) by which the Commodity is worth more than the agreed price, such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made; or</li> </ul> </li> <li>(b) the first party grants to the second party the right, but not the obligation, to sell an agreed Commodity, or quantity of a Commodity, to the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell:               <ul style="list-style-type: none"> <li>(i) the first party is obliged to take delivery of the Commodity at the agreed price; or</li> <li>(ii) the second party receives a payment referable to the amount (if any) by which the agreed price is worth more than the Commodity, such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made;</li> </ul> </li> </ul> a contract falling within sub-paragraph (a) being a "Call Option" and a contract falling within sub-paragraph (b) being a "Put Option"; |
| "Services"                      | means the facilities provided by us which enable you to give Instructions to purchase, sell, customize and otherwise deal with Securities and/or Commodities (as the case may be) and any balance in the Account and utilize margin facility available or borrow from us in accordance with the provisions of this Agreement, and information services;  |



|                     |  |
|---------------------|--|
| "Securities"        | means any shares, stocks, debentures, loan stocks, funds, unit trusts, bonds, or notes or other similar instruments of any kind of, to be issued or issued by, a body (whether incorporated or unincorporated) or of a government or government authority and includes all rights, warrants, options, forward or futures contracts or interests relating thereto, and any instruments commonly known as securities (in each case, whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of the issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, custody or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing); |
| "Transaction"       | means an executed Instruction;   |
| "We", "us" or "our" | means Enhanced Securities Limited;   |
| "You" and "your"    | means the person(s) (including any corporation) who sign the related account application form and who utilize(s) any particular Account.   |

- 1.2 The heading of each provision is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- 1.3 Reference to "other", "include" and "including" in this Agreement shall not be construed restrictively although they are respectively preceded or followed by words or examples indicating a particular class of acts, matters or things.
- 1.4 References to the singular shall include the plural and vice versa. Words importing a gender shall include every gender.

## **2 Application**

This Agreement sets out the conditions subject to which we agree to open and maintain one or more Accounts in your name, to act as dealer and broker for you in the sale, purchase and other dealing of Securities, including but not limited to Securities traded on the Main Board and the Growth Enterprise Market of HKEx, in the sale, purchase and closing out of Futures Contracts and Options Contracts and to provide the Services to you. All Transactions for the sale, purchase and other dealing of Securities executed by us for you are subject to this Agreement. All Transactions for the sale, purchase and closing out of Futures Contracts and Option Contracts executed by us for you are subject to this Agreement and our Commodities Addendum.

## **3. Agreement**

You hereby agree to observe and be bound by the provisions of this Agreement and any deletions, additions or amendments as may from time to time be made by us at our discretion.

## **4. Modification of Agreement**

- 4.1 We may change the terms and conditions at any time by conspicuously posting notice of such change in the Individual Account and Corporate Account Agreement online, located in the Customer Service section of our website. We may also notify you of any changes by sending a written notice or the revised Agreement to you.
- 4.2 Continued use of our Services after such notice will constitute acknowledgment and acceptance of the revised terms and conditions by you. You may review the changes online at any time by referring to our "Customer Service" section online and clicking on the "Individual Account and Corporate Account Agreement" box.

## **5. Our and Agents' Capacities**

- 5.1 We are authorized to engage the services of and delegate the performance of any part of the Services to any Agents who may act as principals or agents to us or you.
- 5.2 You assume full risks of the Agents' performance and full responsibility for the profitability or suitability of your Transactions.

## **6. Choice of Exchange; Applicable Rules and Regulations**

- 6.1 We may affect all Transactions directly through any Exchange where we are authorized to transact business and we may, at our discretion, deals through any Exchange indirectly through any of the Agents.
- 6.2 All Transactions effected by us are subject to the constitution, rules, regulations, customs and usages of the relevant Exchange or Clearing House, if any, and the laws of applicable jurisdiction which are binding on us and the Agents.

## **7. Non-Hong Kong Residents or Corporations**

- 7.1 If you reside or (being a corporation) are incorporated outside Hong Kong, or give Instructions outside Hong Kong, you agree to ensure and represent that such Instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to you or from which your Instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction, and shall indemnify us against all loss and damages by reasons of our acting in accordance with your instructions.
- 7.2 You agree to pay any taxes, duties, impositions or charges payable to the relevant authorities in respect of your residing or the giving of any Instructions outside Hong Kong and the execution of your Instructions.

## **8. Representations, Warranties and Undertakings**

- 8.1 You warrant and confirm that the information provided by you to us in connection with this Agreement and the related account application form from time to time is complete, accurate and up-to-date. We are entitled to rely on such information until we have actually received any notice of change from you in writing or in such other manner as may be acceptable to us.
- 8.2 If you are an individual, you represent that you are of sufficient legal age to enter into this Agreement.
- 8.3 You represent that, unless you have previously disclosed in writing to us, you are not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed or registered person under the Securities and Futures Ordinance, or an introducing broker, or an officer, partner, director or employee of any securities broker or dealer.
- 8.4 You are the person ultimately responsible for originating the Instructions in relation to each Transaction in your Account and shall stand to gain the commercial or economic benefit of such Transaction and/or bear their commercial or economic risk (except where such other person has been disclosed to us by you by written notice).

**9. Undertaking to notify Material Change in Information**

Each party to this Agreement undertakes to notify each other of any material change in any information provided by such party in or pursuant to this Agreement.

**10. Joint Accounts**

10.1 If any Account is opened in joint names, such Account shall be held by the Account holders as joint tenants with rights of survivorship (with the balance of the Account belonging to the survivor). Each joint account holder irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We are authorized to act upon the instructions of either of the joint account holders, send confirmation advice, notices or other communications to either of the joint account holders, or otherwise deal with either of the joint account holders. Each of the joint account holders shall be liable, jointly and severally, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of them.

10.2 You undertake to give us immediate notice in writing of the death of any joint account holder. In the event of such death, we may take such steps, require such documents, retain any part of any Account and restrict Transactions in any Account as it may at our discretion deem necessary, advisable or desirable to protect our interests with respect to any tax, liability, penalty or loss under any present or future law.

10.3 You agree that any tax or other expense as the result of the death of one of the joint account holders, or through the exercise by the deceased's estate of any rights in such Account, shall be payable out of any Account or chargeable against the interest(s) of the survivor(s) as well as against the interest of the deceased's estate.

**11. Advice related to Securities Transactions**

11.1 You agree that we (including our directors, officers, employees and the Agents) do not provide tax, legal or investment advice nor do we give advice or offer any opinion or recommendation with respect to the suitability of any Securities or Transaction. You agree that you, independently and without reliance on us, make your own decisions and judgments with respect to your Instructions.

**11.2 Suitability of Investment**

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

11.3 You further agree that we (including our directors, officers, employees and the Agents) shall not be liable in respect of any information rendered, whether such information was given at your request.

11.4 When effecting Transactions for you, we, or one of our associated companies may have an interest, relationship or arrangement that is material in relation to the Transaction or the Securities concerned. In particular, either ourselves, our Agents or any of our associated companies may:

- (a) effect Transactions with you as principal for their own account;
- (b) effect Transactions in Securities where they have a position in the relevant Securities or are involved with those Securities as underwriter, sponsor or otherwise;
- (c) effect Transactions in Futures Contracts or Options Contracts where they hold an opposite position; or
- (d) match your orders with those of other clients.

**12. Instructions**

12.1 We will allocate a number, code or other sequence to you to gain access to each of your Accounts ("the ID") and you will also have to designate an identification number, code or other sequence for the purpose of gaining access to our Services ("the Password").

12.2 You shall from time to time give Instructions, either through the Services electronically, verbally, by telephone or facsimile transmission or in writing. On receipt of such Instructions, we shall so far as we consider it reasonably practicable sell, purchase and/or deal with Securities or sell, purchase or close out Futures Contracts or Options Contracts in accordance with those Instructions, provided always that we may at our discretion (such discretion not to be exercised in an unreasonable manner) accept or reject any purchase Instructions. If we consider necessary, we may require you to quote the ID and the Password applicable to your relevant Account and if you fail to do so, we may refuse to accept your Instructions.

12.3 We are authorized to act on and treat as valid any Instructions given in the manner specified in Clause 12.2, without any inquiry by us as to the authority or identity of the person purporting to give such Instructions or its authenticity, regardless of the prevailing circumstances or the nature of the Instructions and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.

12.4 You accept full responsibility for the use, security and protection of the Password and the ID as well as for any Transaction (whether authorized or not) on an Account opened, held or accessed through the Password or the ID.

12.5 You agree that we will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.

12.6 All Instructions are good for the day on which they were given. They will be automatically cancelled if not executed by the close of trading on the relevant Exchange or such other expiration date required by the relevant Exchange. Any Instructions received on a trading day after the close of trading on the relevant Exchange will, with your agreement, be carried forward to the next trading day of that Exchange, and this Clause 12.6 will apply accordingly. We may execute the Instructions at any time prior to their automatic cancellation or receipt of cancellation Instructions and you accept full responsibility for the Transactions so executed.

12.7 You may request to cancel or amend your Instructions but we may at our discretion (such discretion not to be exercised in an unreasonable manner) refuse to accept any such request. Instructions may be cancelled or amended only before execution. Cancellation of market Instructions are rarely possible as they are subject to immediate execution. In the case of full or partial execution of your Instructions before cancellation, you accept full responsibility for the executed Transactions and we shall incur no liability in connection therewith.

12.8 We will usually act as your execution agent in relation to your Instruction. However, if we act as principal to any Transaction, subject to the provision of any applicable laws, rules or regulations, this will not be disclosed to you in the relevant daily activities statements.

**13. Restrictions on Trading**

We may at any time, at our discretion and without prior notice to you, suspend, prohibit or restrict your ability to give Instructions or to substitute Securities in the Account.

**14. Consolidation, Disaggregation and Prioritization of Orders, Partial Execution, IPO Application and Over-the-Counter transactions**

14.1 You authorize us at any time and in our discretion to consolidate and/or disaggregate Instructions to purchase and/or sell Securities or to sell, purchase or close out Futures Contracts or Option Contracts on your behalf with similar Instructions received from other clients.

14.2 We will ensure that such consolidation or disaggregation will not result in the execution of your Instructions at a price less favorable than could have been achieved had your Instructions been executed individually. If insufficient Securities, Futures Contracts or Option Contracts (as the case may be) are available to satisfy purchase orders so consolidated, the number of Securities, Futures Contracts or Option Contracts (as the case may be) actually purchased shall be divided proportionately between the individual Instructions which were consolidated.

14.3 (a) Subject to applicable laws and regulations and market requirements, you acknowledge and agree that we and/or our Agents may, in our or our Agents' sole discretion, at any time prioritize Instructions for the best execution pricing and/or determine the priority in the execution of our clients' orders, having due regard to the sequence in which such orders were received, and you shall not have any claim of priority to another client in relation to the execution of any order received by us and/or our Agents.

(b) You acknowledge that due to trading practices, it may not always be able to execute orders at the prices quoted "at best" or "at market" and you agree in any event to be bound by Transactions executed by us and/or our Agents following Instructions given by you.

14.4 Where an Instruction for effecting Transactions in Securities, Futures Contracts or Option Contracts (as the case may be) of a specified quantity cannot be effected in full, it may be affected in any lesser amount or quantity. In that event, such portion executed shall be binding on and be accepted by you.

14.5 (a) You may request us to subscribe for new issue of Securities on your behalf. We may be required to provide warranty or make representation in respect of such application, including but not limited to the following:

- (i) that we have due authority to make such application on your behalf;
- (ii) that no other application is being made for your benefit whether by yourself or by any other person other than the application submitted on your behalf.

You hereby expressly authorize us to provide such warranty and representation to the relevant Exchange or issuer of the relevant Securities. You acknowledge that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by us as your agent.

(b) You shall familiarize yourself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and you agree to be bound by such terms and conditions in any such transaction you may have with us. You hereby further declare and warrant, and authorize us to disclose and warrant to the relevant Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by us as your agent is the only application made, and the only application intended to be made, by you or on your behalf, or to benefit you. You acknowledge and accept that the aforesaid declaration and warranty will be relied upon by us and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the relevant Exchange or any other relevant regulator or person in respect of any application made by us as your agent.

(c) You acknowledge that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which you exercise statutory control shall be deemed to be an application made for your benefit.

(d) You recognize and understand that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. You undertake to provide to us such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as we may in our sole discretion determine from time to time.

(e) In relation to a bulk application to be made by us or our Agents on our own account and/or on your behalf and/or our other clients, you acknowledge and agree:

- (i) that such bulk application may be rejected for reasons which are unrelated to you and your application and neither us nor our Agents shall, in the absence of fraud, gross negligence or willful default, be liable to you or any other person in consequence of such rejection;
- (ii) to indemnify us in accordance with Clause 32.4 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to you. You acknowledge that you may also be liable in damages to other persons affected by such breach or other factors; and
- (iii) notwithstanding other provisions contained herein, in the event that the bulk application is only partially filled, you agree that we are entitled to distribute the Securities allotted in our sole discretion, including distributing the Securities equally between all clients under the bulk application and you shall not have any claim to the Securities or claim of priority to another client in relation to the application.

14.6 At your request, we will provide financial accommodation ("the Facility") to facilitate the subscription of new issue of Securities, and, where applicable, for the continued holding of those Securities. The Facility shall be subject to our overriding right of demand for repayment at any time. The Facility may also be terminated by us at any time without prior notice to you. Interest (and default interest) shall be payable on any amount outstanding under the Facility at such rate and in such manner as we may from time to time determine and notify you and shall accrue from day to day on the daily amounts outstanding. You shall, upon our demand at any time, repay to us all principal and interest accrued thereon outstanding under the Facility, but nothing in this Clause shall prejudice our rights, powers and remedies under any security document executed in our favor in respect of the Facility. The use of the Facility will constitute acknowledgment and acceptance of the terms and conditions by you for the Facility.

- 14.7 In relation to any Over-the-Counter ("OTC") transactions, including without limitation trading of any new Securities before their listing on the relevant Exchange, entered or to be entered into by us or our Agents on your behalf, you acknowledge and agree that:
- (a) subject to Clause 12.8 above, we or our Agents are acting as your agent and do not guarantee the settlement of such OTC transactions;
  - (b) your orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant Security subsequently fails to list on the relevant Exchange;
  - (c) in the event that you in selling any Securities fail to deliver such Securities, we or our Agents are entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for you in order to complete the settlement of the relevant transaction. You shall bear all losses arising out of or in connection with such transaction;
  - (d) in the event that (1) you buy Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or we or our Agents in our or their sole discretion determine not to purchase the relevant Securities, you will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;
  - (e) in the event that you in buying any Securities fail to deposit the necessary settlement amount, we are entitled to sell any and all Securities or collateral held in your Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if you are the seller under such transaction and such transaction cannot be settled, you shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
  - (f) without prejudice to the above, you shall bear your own losses or expenses and shall be responsible to us or our Agents for any losses and expenses resulting from your and/or your counterparty's settlement failures.

## **15. Settlement**

- 15.1
- (a) you undertake not to give any Instructions for sale of Securities which you do not own (i.e. involves short selling). However, you may subscribe to short selling services by entering into another agreement with us.
  - (b) in case of sale of Securities by us at your Instructions, if we are not able to deliver Securities because of your failure to make timely delivery to us, then, subject to the provision of any applicable laws, rules or regulations, we are authorized by you to borrow, purchase or otherwise acquire Securities necessary to complete delivery.
  - (c) You shall be liable and shall indemnify us for any costs, charges, loss, damages or other liability whatsoever which we may sustain or incur by reason thereof including any premium, costs, or charges incurred by us for arranging any borrowing.
- 15.2
- (a) Upon receipt of any Instructions for the purchase of Securities, we may earmark against the available credit balance in the Account such amount as shall be estimated by us in our discretion to be sufficient to provide cash cover for the full value of the purchase together with all Transaction charges thereon.
  - (b) If the available credit balance in the Account is insufficient, we shall have no obligation to effect or respond to such Instructions nor to inform you of such fact.
  - (c) You acknowledge that it is your sole responsibility to ensure that the available credit balance in the Account is sufficient to fund the cost of purchase in full together with all Transaction charges before giving any Instruction for the purchase of Securities, Futures Contracts or Option Contracts to us.
- 15.3 If you default in paying any amount due and payable to us or any of our associated entities (as defined in the Securities and Futures Ordinance), we are authorized and may at our discretion transfer, sell or apply or initiate the transfer, sale or application of any Securities (including any proceeds of sale) or balance in the Accounts in satisfaction of your obligations, without prior notice to you.

## **16. Cash held for you**

Any cash held for you in the Account, other than cash which we are not required to credit into a client trust account in accordance with the applicable laws, shall be credited to a client trust account maintained by us with a licensed bank or approved institution as required by applicable laws from time to time. Unless otherwise agreed by us, no interest will be payable on any cash held by us for you (whether in the client trust account or otherwise).

## **17. Exchange Conversion**

In respect of any Transaction on the Account executed in any currency other than the currency that you have in your Account, any profit or loss arising as a result of exchange rate fluctuation will be entirely for the Account and at your risk, and will accordingly be credited or debited (as the case may be) to the Account at the exchange rate adopted by the relevant bank at the time.

## **18. Fees and Expenses**

You shall pay, either directly or from the Account, all levies, duties, commissions, brokerage or counterparty fees, tariffs, Exchange fees, information license fees, account communication charges, maintenance fees, interest, special rights administration fees, forced settlement costs, premiums, penalties, telegraphic transfer charges, custodial fees, settlement charges, account rotation charges, change of account fees, currency exchange costs, taxes, subscriptions, insurance service fees, insurance premiums, foreign exchange losses, legal expenses and all and any other costs or expenses, whether incidental or material, properly incurred or imposed by us in connection with your use of the Services and we are hereby authorized to withdraw the same from your Account. All amounts due by you to us will be charged with interest at such rate as we may notify you from time to time.

## **19. Rebates**

We are authorized to solicit, accept and retain for our own benefit, without making disclosure to you, any rebate, brokerage, commission, fee, benefit, discount and/or other advantage from any person arising from any Transaction effected by us. We are also authorized to offer at our discretion any benefit or advantage to any person in connection with such Transaction.

**20. Daily Activities Summaries and Statements**

- (a) We will issue a daily activities summary to you summarizing all Transactions of Securities and of Futures Contracts and Option Contracts respectively affected pursuant to Instructions on any day within two business days after the date of the relevant Transactions.
- (b) We will send a monthly account statement of each Account to you summarizing the Transactions effected under the relevant Account since the date of the preceding monthly account statement within seven business days after the end of the relevant month if we are required by the applicable laws and regulations to do so. In addition to such monthly account statements, we will also issue to you such other account statements in such manner as may be required by the applicable laws, regulations and codes of conduct from time to time.

**21. Recording Conversations and Monitoring Email**

For our mutual protection, you understand, agree, and expressly consent to our electronic recordation of any of your telephone conversations with us and of your use of the Services and to our monitoring of your electronic communications conducted with us.

**22. Presumption of Receipt of Communications**

- 22.1 Communications may be sent to you at your postal or electronic mail address or at such other address or contact numbers as you may hereafter give us in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, facsimile, telegraph or delivery to your last known address, shall be deemed given to you personally, whether actually received or not.
- 22.2 You are responsible for reviewing all acknowledgements, confirmations, daily activities summaries and account statements in relation to your Transactions and your Account immediately upon receipt. All Transactions and other information in any acknowledgements, confirmations, daily activities summaries or statements will be binding on you unless we receive notice of objection in writing or via electronic mail within 48 hours after you receive or are deemed to have received the same. We reserve the right to determine the validity of your objection to the relevant Transaction or information. Subject to any contrary legal or regulatory requirement, unless otherwise agreed by us, you agree to any daily activities summaries or other confirmations or statements to be in electronic form and further agree to receive them through electronic means.

**23. Custody of Securities**

- 23.1 Any Securities which are held by us for the Account may, at our discretion, be either:

- (a) registered in your name or in the name of our associated entity (as defined in the Securities and Futures Ordinance); or
- (b) deposited in safe custody in a designated account of our banker or with any other appropriate institution which provides safe custody facilities as may be permitted by the applicable laws and regulations.

- 23.2 If we receive any dividends or other distributions or benefits in relation to any Securities for your Account, they shall be credited to your Account. Where your Securities form part of a larger holding of identical Securities held for our clients, you shall be entitled to a proportional share of the dividends, distributions or benefits in question.

- 23.3 In the absence of contrary Instructions, we are authorized at our discretion and at your cost and expense:

- (a) to request payment of and receive all interest and other payments or distributions (whether of a capital or income nature) in respect of any Securities;
- (b) to surrender your Securities against receipt of the moneys payable at maturity or on redemption of the Securities if called prior to maturity;
- (c) to exchange any documents relating to any of your Securities, where such documents have been issued, in interim or temporary form for definitive form; and
- (d) to complete and deliver on your behalf as owner any ownership certificates in connection with the Securities which may be required to obtain income from your Securities or to facilitate their sale.

- 23.4 (a) In respect of any Securities held on your behalf, if we are notified that any voting and/or any other rights or privileges (including without limitation conversion and subscription rights and any rights or privileges arising in connection with takeovers, other offers or capital reorganizations) attaching to those Securities may be exercised, we will use our reasonable endeavors to notify you as soon as reasonably practicable of such rights and/or privileges. If you unambiguously inform us in writing within fourteen business days of such notice (or such shorter period as may be specified or appropriate) that you wish us to exercise the rights and/or privileges and you have sufficient cleared funds in the Account, we will do so but only on such terms as you advise in writing and which are reasonably acceptable to us. Otherwise, we will not exercise any such rights and/or privileges. Notwithstanding the absence of satisfactory instructions or sufficient funds, in the event that we are notified that subscription rights attaching to any Securities that we hold on your behalf, we may in our absolute discretion dispose of such rights on your behalf in such manner as we think fit.

- (b) If we are notified by any company in which we hold Securities on your behalf, that such company intends to make calls upon those Securities in respect of any monies whatsoever unpaid on them, we will use reasonable endeavors to notify you as soon as practicable of such calls. If you provide us with the relevant funds in sufficient time for us to do so, we will satisfy such calls on your behalf and on such terms as you advise in writing and which are reasonably practicable to us. Otherwise we shall take no action on your behalf and will have no liability whatsoever in respect of the consequences of a failure to satisfy the calls made. However, where we are legally liable to meet such calls it may do so and you will reimburse us forthwith upon demand.

- 23.5 (a) We shall not, without your prior written consent or standing authority, deposit any of your Securities as security for any loans or advances made to us, or lend or otherwise part with the possession of your Securities for any purpose.

- (b) If you authorize us to charge, pledge, transfer or create any security interest in or over; or to lend or otherwise part with possession of, any of the Securities, such authorization shall remain in force for 12 months from the date thereof but may from time to time be renewed in accordance with applicable laws by you signing an authorization letter in the form prescribed by us or deemed to be renewed in accordance with applicable laws. You may at any time withdraw such authorization by giving us notice in writing of not less than 5 business days conditional upon your having discharged all outstanding debts owed to us.

- 23.6 You agree that any Securities deposited with us by you or purchased by us for your Account may, at our discretion, either be treated as fungible and pooled like with the other investments held by our clients or specially allocated to your Account. You agree that in the event of any dividends or other distributions or benefits accruing, or any losses however arising (including losses resulting from a reduction in the number or amount of Securities available for delivery) being suffered, in connection with any given Securities held, your Account shall be credited for payment made to you or, as the case may be, your Account shall be debited with the proportion of such loss equal to the proportion of the total number or amount of relative Securities which shall comprise Securities forming part of your Account.
- 24. Payment of Indebtedness and Costs**
- You shall at all times be liable for the payment of
- (a) any amount due to us under this Agreement;
  - (b) any debit balance or other obligations owing in or in connection with any of the Accounts upon demand by us;
  - (c) any deficiency outstanding in each Account in the event of its full or partial liquidation; and
  - (d) the reasonable costs and expenses of collection of the above including our legal fees on a full indemnity basis.
- 25. Lien and Set-off**
- 25.1 All Securities and other property now or hereafter held, carried or maintained by us in our or the Agents' possession and control for any purpose shall be subject to a lien and held as security for the full discharge and payment of all your indebtedness and obligations to us in connection with this Agreement.
- 25.2 In enforcing our lien, we shall have the right to determine which Securities and properties are to be sold and which contracts are to be closed, and to apply the proceeds of sale, after deduction of expenses, to satisfy any indebtedness and obligations owed by you to us.
- 25.3 Further we are entitled, at any time and without notice to you, to combine or consolidate any credit balances in any Account and set off, debit, withhold and/or transfer any sum in or towards satisfaction of any indebtedness and obligations owed by you to us.
- 25.4 You agree that we may dispose or initiate the disposal of Securities owned by you for the purpose of settling any liability owed by you to us or any of our associated entities (as defined in the Securities and Futures Ordinance).
- 26. Credit Charges and Credit Investigation**
- 26.1 The monthly debit balances or adjusted balances in your Accounts with us shall be charged, in accordance with our usual custom, with interest at a rate determined by us and permitted by the laws of Hong Kong. It is understood that the interest charge made to your Accounts at the close of a charge period will be added to the opening balance for the next charge period unless paid.
- 26.2 We may exchange credit information about you with others for verification purposes only. We may obtain credit reference and personal information from any financial institution with which you maintain any settlement account for the purpose of this Agreement and any other persons and institutions you may nominate as a reference.
- 26.3 You hereby authorize such institutions and persons to provide to us the necessary credit reference or personal information. You are hereby notified that any negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your obligations under this Agreement. We may request a credit report relating to you and, upon request, we will state the name and address of the consumer reporting agency that furnished it. If we extend, update or renew your credit, you agree that we may obtain a new credit report without notifying you. You understand that we may provide your information to credit reference agencies and in the event of default to a debt collection agent. You have the right to be informed which items of data are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.
- 27. Margin Facility and Margin Requirements**
- At your request, we may at our discretion make available to you margin facility for purchasing Securities ("the Margin Facility") subject to this Agreement and such terms and conditions set out in the relevant Addendum to this Agreement. Such terms and conditions will not apply unless any Margin Facility is made available to you.
- 28. Data Not Guaranteed**
- 28.1 You expressly agree that your use of the data and information available through the Services and of any software provided for use in accessing the Services is at your sole risk. Neither we nor any of our directors, officers and employees, the Agents and the owners and licensors of such software, including any party disseminating data or information (collectively, "the Disseminating Parties"), warrant that the Services will be uninterrupted or error free; nor does any of them make any warranty as to the results that may be obtained from the use of the Services, or as to the timeliness, sequence, accuracy, completeness, reliability or content of any data and information or Transaction provided through us, or with respect to any software provided for use in accessing the Services.
- 28.2 The data and information available through the Services is provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.
- 28.3 No Disseminating Party shall be liable in any way to you or to any other person for:
- (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message; or
  - (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party or to any "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communications line failure or malfunction) or any other cause beyond the reasonable control of any Disseminating Party.
- 29. Data Protection**
- 29.1 We are authorized to collect, use, transfer (within or outside Hong Kong), store, process or otherwise handle personal information and data relating to you including name and address ("the Personal Information") to administer and provide the Services under this Agreement. In case you are a corporation, your officers (by signing on the related account application form) also agree that the provisions of Clause 29 shall be applicable to them and accordingly any reference to "you" shall be deemed to include any such of your officers.

- 29.2 The Personal Information may be transferred by and among any of our “Group Company”, the Agents and their respective related and affiliated companies (within or outside Hong Kong) and used by them for:
- (a) the provision, maintenance and administration of the Services; and
  - (b) evaluating your potential financial needs, conducting market research and marketing other services and products to you. Such use may continue after the termination of this Agreement subject to any applicable laws and regulations.
- You agree to be bound by our Privacy Statement and the Notice relating to Personal Data (Privacy) Ordinance on our website or otherwise available upon request which contain detailed information on our policies and practices in relation to personal data collection and usage.
- 29.3 Further, you authorize us to disclose and transfer to any government or regulatory authority or Exchange in any jurisdiction, any Personal Information if required by any law, regulation, court order or any government or regulatory authority or Exchange in any jurisdiction.
- 29.4 You may at any time request us to make available to you our record of your Personal Information or correct any Personal Information which has become inaccurate, in each case subject to any applicable laws and regulations.
- Requests for access to or correction of Personal Information, particulars regarding policies and practices or for cessation of use of your Personal Information for direct marketing purposes should be addressed to:
- The Data Protection Officer  
Enhanced Securities Limited  
37/F, Times Tower  
393 Jaffe Road  
Wan Chai  
Hong Kong  
Telephone: (852) 2836 2188  
Fax: (852) 2893 1277
- If you have any questions about your personal or account information, please contact our Data Protection Officer.
- 30. Limitations on Use of the Services**
- You are authorized to use materials which are made available on our website only for your own personal and non-commercial needs, and you are not authorized to resell access to any such materials or to make copies of any such materials for sale to others. You should not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.
- 31. Termination of the Services**
- 31.1 We may block access to the use of any part of the Services without prior notice in the event that:
- (a) we elect at our discretion to discontinue such Services on a temporary or permanent basis,
  - (b) you breach this Agreement;
  - (c) your Account has recorded no trading activities and/or holds no asset for such a period as we may deem appropriate; or
  - (d) your Account has become Dormant.
- We may activate your Account upon your application to us on such terms and supplying such information about yourself as we may determine.
- 31.2 (a) We may terminate any one or more of the Accounts forthwith without giving notice to you if (i) you breach or fail to comply with any provision of this Agreement; (ii) when your Account has become Dormant; (iii) a petition in bankruptcy, winding up or the commencement of other analogous proceedings has been filed against you; (iv) you (being an individual) shall die or are judicially declared insane or incompetent; (v) any attachment, execution or other process has been levied or enforced against you; (vi) any representations or warranty made by you to us in this Agreement or in any document is or becomes incorrect or misleading; or (vii) any event occurs which, in our sole opinion, might jeopardize any of our rights under this Agreement.
- (b) We have the right to terminate (temporarily or permanently and at any time, with or without cause or prior notice) all or any part of any Service, or your access to such Service.
- (c) You may, subject to our satisfaction and discharge of your indebtedness, liability or other obligation to us, close your Account at any time by giving us not less than 3 business days’ prior written notice.
- (d) Closing an Account or terminating any services will not affect the rights and obligations of either party incurred prior thereto.
- 31.3 Any termination of the Services or this Agreement shall not affect any Transactions entered into or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
- 31.4 Upon termination of this Agreement,
- (a) you will immediately repay to us any amounts due or owing to us;
  - (b) you will withdraw any cash or Securities balances in the Account within 10 business days from the date of termination, failing which we may on your behalf and without any responsibility for any loss or consequences on our part sell or dispose of your Securities in the market or in such manner and at such time and price as we may reasonably determine and send to you at your own risk our check or remittance representing the net sale proceeds and the credit balances in your Account to your last known address; and
  - (c) close out all outstanding Futures Contracts and Option Contracts within 10 business days from the date of termination, failing which we may close out the same and return to you our check or remittance representing the credit balance in your Account.



### **32. Responsibilities, Limitation of Liability and Indemnity**

32.1 You accept full risk and responsibility for;

- (a) the monitoring and use of your Accounts including any of the events set out in Clause 32.2;
- (b) the use and storage of any information including your Password, ID, portfolio information, Transaction activities, Account balances and any other information or Instructions available on your personal computer;
- (c) the provision and maintenance of the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Services, and for all communications service fees and charges incurred by you in accessing our network;
- (d) any loss or damage caused directly or indirectly by any government restrictions, Exchange rulings, suspension of trading of Securities, war, strikes, equipment, software or communications line failure or malfunction, unauthorized access, theft, and other occurrences beyond our reasonable control.

32.2 You will immediately notify us in writing or by telephone if you become aware of any of the following:

- (a) any loss, theft or unauthorized use of the Password, ID and/or Account number(s);
- (b) any failure by you to receive a message from us indicating that an Instruction was received and/or executed;
- (c) any failure by you to receive an accurate written confirmation of any Transaction;
- (d) any receipt of confirmation from us of any Instructions or Transaction which you did not place or authorize; or
- (e) any inaccurate information in your Account balances, Securities positions, or Transaction history.

We shall not be deemed to have received any Instructions given by you until we have actual knowledge of such your Instruction.

- 32.3
- (a) Under no circumstances shall we (including, for the purposes of sub-Clauses 32.3, 32.4, and 32.5, the Agents and their and our respective directors, officers or employees, or any other person involved in creating, producing or delivering the Services or managing us for all of whom we hereby also act), including any negligence on their parts, be liable for any direct, indirect, incidental, special or consequential losses or damages that result from the use of or inability to use the Account(s) and the Services or out of any breach of any warranty.
  - (b) This exclusion of liability will not apply to the extent that any applicable statute prohibits such exclusion. In such event, any liability to us arising out of any such action or omission by us shall be limited to an amount equal to the benefit which the relevant Transaction would have resulted in you during the period between the date of the Transaction and the time for settlement under any applicable law, rule or regulation.

32.4 You shall indemnify us on demand against any and all losses, damages, costs, charges and expenses of any nature (including legal costs on a full indemnity basis) incurred by us in connection with:

- (a) any failure of or delay by you in performing any of your obligations under this Agreement or any Margin Facility provided to you including the enforcement and preservation of our rights in connection with this Agreement; and
- (b) our performance of any of our obligations or exercise of our right or discretion in connection with this Agreement.

32.5 Without limitation to the generality of the foregoing, in consideration of us agreeing to accept Instructions by facsimile transmission and/or such other electronic means as may from time to time be permitted by us pursuant to Clause 12.2 above, you shall indemnify us against all claims, losses, damages, costs, expenses (including all legal costs incurred by us on a full indemnity basis) and any liability whatsoever arising out of or in connection with our acceptance of the aforesaid Instructions in the event of any error or omission in such Instructions having been issued without proper authorization on your part. Each of these indemnities (namely in sub-Clauses 32.4 and 32.5) shall constitute a separate and independent indemnity from any other indemnity contained in this Agreement or any other agreement entered into between you and us.

### **33. Transferability**

This Agreement shall inure to the benefit of our successors and assigns (whether by merger, consolidation or otherwise) and we may transfer any of our rights or obligations under this Agreement or in respect your Accounts to such person(s) as we deem fit without giving notice to you, and this Agreement shall be binding upon you and your heirs, executors, administrators, successors and assigns.

### **34. Severability**

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

### **35. Governing law and Jurisdiction**

This Agreement and its enforcement shall be governed by the laws of Hong Kong. Each of the parties to this Agreement submits to the non-exclusive jurisdiction of the Hong Kong courts.

### **36. Client Identity**

36.1 We are required to provide to the Hong Kong Securities and Futures Commission and HKEx (collectively "the Hong Kong Regulators") identity details of the ultimate person(s) for whom we process a Transaction as well as the person(s) who give(s) Instructions in relation to a Transaction within two business days of their request. In exceptional market circumstances, the details may have to be made available very shortly after the request. Alternatively, you may provide the required details directly to the Hong Kong Regulators in the manner described below.

36.2 If you effect Transactions for the account of clients or other beneficial owners (collectively "the Beneficiaries"), whether on a discretionary or non-discretionary basis, and whether as agent or by matching Transactions as principal with the Beneficiaries, you agree that, in relation to a Transaction where we have received an enquiry from either of the Hong Kong Regulators, you shall immediately upon our request provide to the Hong Kong Regulators such identity details (as may be required by the Hong Kong Regulators) of the Beneficiaries for whose account the Transaction was effected (or, in the case of a back to back principal Transaction, the counterparty with whom you are transacting), of the person with the ultimate beneficial interest in the Transaction and/or of the person who originated the Transaction.

- 36.3 If you are aware that any of the Beneficiaries is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client(s) for whom the Transaction was effected, you confirm that:
- (a) you have arrangements in place with such Beneficiaries which entitle you to obtain the details contemplated above from the Beneficiaries immediately upon request or procure that they be so obtained; and
  - (b) you will, upon our request in relation to a Transaction, promptly request the requisite identity details from the Beneficiaries on whose Instructions the Transaction was effected, and provide them to the Hong Kong Regulators as soon as received from the Beneficiary or procure that they be so provided.
- 36.4 You confirm that you are not subject to any law which prohibits your performance of this paragraph or, if you are subject to such law, that you or the Beneficiaries, as the case may be, have waived the benefit of such law or consented in writing to the performance of this paragraph. You further confirm that your obligations under this paragraph will continue after the termination of this Agreement.
- 37. Risk Disclosure Statements**
- 37.1 General risk disclosure statement applicable to all Securities
- 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.
- 37.2 Risk disclosure statement on the Growth Enterprise Market (“GEM”)
- (a) 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.
  - (b) You should make the decision to invest only after due and careful consideration. The greater risk profit and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
  - (c) Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazette newspapers.
  - (d) 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.
- 37.3 Risk disclosure statement on Margin Trading
- 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 us. 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.
- 37.4 Risk disclosure statement on transactions over Internet
- We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the Internet. However, you acknowledge that complete security cannot be guaranteed and any Transaction over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission given the open nature of the Internet and such mode of transmission and communication is used at your own risk. You further acknowledge that there may be a time lag in transmission of information, instruction and communication via the Internet.
- 37.5 Risk disclosure statement on the safekeeping, pledge, deposit or loan of Securities
- (a) There is risk if you provide us with an authority that allows us 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 of the discharge and satisfaction of our settlement obligations and liabilities.
  - (b) If your securities or securities collateral are received or held by us 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.
  - (c) Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue 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.
  - (d) You are not required by any law to sign these authorities. But an authority may be required by us, 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.
  - (e) 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 we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by us could result in the loss of your securities or securities collateral.
  - (f) 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.
- 37.6 Wireless Communications Medium
- (a) We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the wireless communications medium, e.g. WAP telephones. However, you acknowledge and agree that complete security cannot be guaranteed and any transaction over the wireless communications medium may be subject to interruption, security failure, transmission blackout, delayed transmission due to wireless communications medium traffic or incorrect data transmission given the open nature of the medium and such mode of transmission and communication is used at your own risk. You further acknowledge and agree that there may be a time lag in transmission of information, instruction and communication via the wireless communications medium and that you will bear all risks associated with it.

- (b) We use 128 bits encryption technology for the wireless communications medium. If you are a WAP telephone user, you are required to turn-on the 128 bits encryption technology on your handset when you enter into our website. Should you fail to turn-on or your handset fails to support the 128 bits encryption when you give the Instructions or carry out the Services, we shall not be liable in any manner whatsoever for any loss or damages arising out of or in connection with them.
- 37.7 Risk of Trading NASDAQ-AMEX Securities at the HKEx
- The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult us and become familiarized 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.
- 37.8 Risk of Trading of foreign securities, including B Shares listed in the People's Republic of China
- You should only undertake trading of foreign securities if you understand the nature of foreign securities trading and the extent of your exposure to risks. In particular, foreign securities trading is not regulated by the HKEx and will not be covered by the Compensation Fund despite the fact that Enhanced Securities Limited is an exchange participant of the HKEx. You should carefully consider whether such trading is appropriate for you in light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.
- 37.9 Risk of Trading on Over-the-counter market
- You should only undertake trading on the over-the-counter ("OTC") trading facilities if you understand the nature of such trading and such trading facilities and the extent of your exposure to risks. By trading on OTC market, you are exposed to the credit, settlement and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of Securities before their listing on the Exchange. Settlement of the relevant transactions is not guaranteed and you will be responsible for any losses or expenses resulting from your and/or your counterparty's settlement failures.
- Trades executed on OTC market may be cancelled and void if that particular Securities subsequently fails to list on the Exchange. Furthermore, your order may only be partially executed, or not at all, as a result of the lower liquidity in trading on OTC market as compared to regular market hours of the Exchange. There may also be greater volatility in trading on OTC market than in regular market hours of the Exchange. The lower liquidity and higher volatility in trading on OTC market may then result in wider than normal spreads for a particular type of Securities.
- The prices of Securities traded on OTC market may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the Securities on the Exchange. The prices displayed on OTC market may not reflect the prices in other concurrently operating automated trading systems dealing in the same Securities. News announcements made by the issuers may affect the price of their Securities after regular market hours. Similarly, important financial information is often announced outside regular market hours. In trading on OTC market, these announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of Securities.
- In particular, OTC market is not regulated by the HKEx and will not be covered by the Compensation Fund until the relevant transaction is properly recorded on the trading system of the HKEx upon the listing of the Securities on the HKEx. You should therefore carefully consider whether such trading is appropriate for you in the light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.
- 37.10 Risks of listed and over the counter Derivative Products (including but not limited to Equity Linked Notes/Instruments and warrants, collectively "Derivative Products")
- You understand and agree that:
- Derivative Products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of Derivative Products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of Derivative Products can therefore be volatile;
  - you should not buy a Derivative Product unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges;
  - while Derivative Products are unexercised and if their underlying securities are suspended from trading on the HKEx or any other relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying Securities;
  - it is not possible to predict the liquidity of Derivative Products. The fact that the Derivative Products may be so listed does not necessarily lead to greater liquidity than if they were not so listed;
  - you are obligated to accept the underlying securities if the conversion price is triggered;
  - the market value of Derivative Products may change as the result of changes in the actual or perceived credit standing of the issuer;
  - if there is a stock split, issue of bonus shares or other unexpected event that changes the number of issued shares of the underlying stock, your counterparty may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. You will be advised in the event of such adjustments;
  - Derivative Products have limited liquidity. It may be impossible to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value, to determine a fair price or assess the exposure to risk;
  - Derivative Products are imbedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. You should carefully consider whether such trading is suitable in the light of your own financial position and investment objectives;
  - pre-termination prior to maturity is possible subject to prevailing market terms and conditions;
  - the value of the Derivative Products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services; and
  - the issuers may enter into discount, commission or fee arrangements with brokers and/or any of its affiliates with respect to the primary or secondary market in the Derivative Products.

- 37.11 In order to protect the interests of investors, one of the new requirements stipulates of Securities and Futures Commission that a client who wishes to purchase a derivative product which is traded on exchange should have knowledge of the nature and risks of the derivative product.

#### **Risks Disclosure Statement for Trading Callable Bull/ Bear Contracts**

##### Mandatory Call

Callable Bull/bear contracts ("CBBCs") are not suitable for all types of investors and investors should consider their risk appetite prior to trading. In any case, one should not trade in CBBC unless he/she understands the nature of the product and is prepared to lose the total amount invested since a CBBC will be called by the issuer when the price of the underlying asset hits the Call Price and trading in that CBBC will expire early. Payoff for Category NCBBC will be zero when they expire early. When category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Brokers may charge their clients a service fee for the collection of the Residual Value payment from the respective issuers.

In general, the larger the buffer between the Call Price and the Spot Price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However at the same time, the larger the buffer, the lower the leverage effect will be.

Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back. Besides, the Mandatory Call Event ("MCE") of a CBBC with overseas assets as underlying may be triggered outside the Hong Kong stock Exchange's ("the Exchange") trading hours.

##### Gearing effects

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

##### Limited life

A CBBC has a limited life, as denoted by the fixed expiry date, with a lifespan of 3 months to 5 years. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

##### Movement with underlying asset

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

##### Liquidity

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

##### Funding costs

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing /stock borrowing costs after adjustment for expected ordinary dividend of the stock (if the underlying is a Hong Kong stock since the CBBC will not be adjusted for ordinary dividend) plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. The funding costs will gradually be reduced over time along with the CBBC in the secondary market as CBBC moves towards expiry.

In general, the longer the duration of the CBBC, the higher the total funding costs will be since it is similar to investors borrowing for a longer tenure to trade in the underlying asset. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for CBBC turns out to be shorter. In any case, investors should note that the funding costs of a CBBC after launch may vary during its life and the Liquidity Provider is not obliged to provide for the CBBC based on the theoretical calculation of the funding costs for that CBBC at launch.

##### Trading of CBBC close to Call Price

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

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

Issuers will announce the exact call time within 1 hour after the trigger of MCE, and HKEx will also send the list of Post MCE Trades to the relevant Exchange Participants (brokers) who in turn will inform their clients accordingly. For avoidance of doubt on whether their trades have been cancelled (i.e. whether they are Post MCE Trades), the investors may check with their brokers.

##### CBBC with overseas underlying assets

Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars. Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets which are affected by various factors.

Besides, CBBC issued on overseas underlying assets may be called outside the Exchange's trading hours. In such case, the CBBC will be terminated from trading on the Exchange in the next trading session or soon after the issuer has notified the Exchange about the occurrence of the MCE. There will be no automatic suspension of the CBBC by AMS/3. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents.

#### **Risks Disclosure Statement for Trading Derivative Warrants**

Derivative warrant trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in derivative warrants:

##### Issuer risk

Derivative warrant holders are unsecured creditors of the issuer and they have no preferential claim to any assets an issuer may hold.

##### Gearing risk

Although derivative warrants often cost less than the price of the underlying assets, a derivative warrant may change in value to a much greater extent than the underlying assets. Although potential return on derivative warrants may be higher than that on the underlying assets, it should be noted that in the worst case the value of derivative warrants may fall to zero and holders may lose their entire investment amount.

##### Limited life

Unlike stocks, derivative warrants have an expiry date and limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.

#### Time decay

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

#### Volatility

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

#### Market forces

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant price are also affected by the demand for and supply of the derivative warrant. This is particularly the case when a derivative warrant issue is almost sold out and when there are further issues of an existing derivative warrant.

#### Turnover

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

### **Risks Disclosure Statement for Trading Exchange Traded Funds**

#### Market risk

Exchange Traded Funds ("ETFs") are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

#### Tracking errors

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

#### Trading at discount or premium

An ETF may be traded at a discount or premium to its Net Asset Value. This price Discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

#### Foreign exchange risk

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

#### Liquidity risk

Securities Market Makers ("SMMs") are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell product.

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

##### (a) Full replication and representative sampling strategies

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

##### (b) Synthetic replication strategies

ETFs utilizing a synthetic replication strategies use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

##### i. Swap-based ETFs

- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
- Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

##### ii. Derivative embedded ETFs

- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
- Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honors their contractual commitments.

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF. It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

### **Risks Disclosure Statement for Trading Equity Linked Instruments**

#### Exposure to equity market

Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

#### Possibilities of losing investment

Investors may lose part or all of their investment if the price of the underlying security moves against their investment view.

#### Price adjustment

Investors should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.

#### Interest rates

While most ELI offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI.

**Potential yield**

Investors should consult their brokers on fees and charges related to the purchase and sale of ELI and payment / delivery at expiry. The potential yields disseminated by Hong Kong Exchanges and Clearing Limited have not taken fees and charges into consideration.

**You further understand and agree that:**

- (a) you are acting on your own account and you make an independent decision prior to trading in the Derivative Products or any other products in light of your own circumstances; and
- (b) any information supplied by us and/or explanation relating to the terms and conditions of the Derivative Products or any other products given by us or our staff shall not amount to investment advice or recommendation to purchase the Derivative Products or any other products.

**37.12 Risk of providing an authority to hold mail or to direct mail to third parties**

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

**37.13 Risks of client assets received or held outside Hong Kong**

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 Securities and Futures Ordinance (Cap. 571) 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.

**38. Further confirmations in relation to trading of Derivative Products**

You hereby certify that neither you nor any beneficial owner (each of them being the "Holder of the Products") of the Derivative Products or other products (including but not limited to equity linked notes) (the "Products") purchased by you from us and/or transacted through or in the Account is:

- (a) a US person (as such term is defined under Regulation S of the United States Securities Act of 1933, as amended ("Securities Act") or a person within the United States (as such term is defined in Regulation S under the Securities Act);
- (b) a person in the United Kingdom;
- (c) a resident of Japan; or
- (d) a person who is subject to any other limitations in respect of trading in the Products.

You shall notify us in writing forthwith upon any changes in any such status of the Holder of the Products. We are entitled to rely fully on your certification and confirmation contained herein for all purposes, unless we receive notice in writing of any changes thereof.

**39. Conflict between English and Chinese versions**

In the event of any conflict between any provision of the English version of this Agreement and its corresponding Chinese version, the English version shall prevail.

**40. Acknowledgement by Clients**

- (a) If you are an accountholder of Enhanced Securities Limited, you acknowledge and agree that in the event of our default and you having incurred a loss as a result thereof, the liability of the Compensation Fund established under the Securities and Futures Ordinance will be restricted to the extent provided for therein.
- (b) Where Securities are deposited with us or purchased pursuant to this Agreement and held outside Hong Kong, you may not be afforded equivalent protection in respect of those Securities as that afforded under Hong Kong law and you may not have the same rights as you have in respect of Securities held in Hong Kong.
- (c) You confirm that you have read and accept the terms of this Agreement (including the risk disclosure statements and certifications relating to Derivative Products) which have been explained to you in a language which you understand. You also confirm that you have been invited to read the risk disclosure statements, ask questions and take independent advice if you so wish and you fully understand the risks involved and are prepared to accept such risks

**Signed by:**



\_\_\_\_\_  
**Client's Signature**

\_\_\_\_\_  
**Print Name (in BLOCK letters)**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Name of witness**

**Date :**

**Declaration by the Licensed Person**

I, a licensed person, hereby declare that I have on the date hereof (a) provided a copy of the Client Agreement (including the risk disclosure statements) in a language of the Client's choice; (b) fully explained the contents of the Client Agreement (including the risk disclosure statements and (if applicable) the purposes of any authorization letters); and (c) invited the above applicant to read the Client Agreement, ask questions, and take independent advice if the above applicant so wishes

**Signed by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name (in BLOCK letters)**

\_\_\_\_\_  
**CE Number**

\_\_\_\_\_  
**Date**

## Margin Facility and Margin Requirements

**These terms for Securities margin financing are supplemental to the Client Agreement between you and Enhanced Securities Limited (hereinafter as “We”, “Us” or “Our”). Terms defined in the Client Agreement shall have the same meaning when used here.**

Unless otherwise agreed by us in writing, any Margin Facility made available by us to you from time to time at your request shall be subject to the following terms and conditions:-

- (a) You hereby authorize us to open and maintain in your name one or more Accounts through which the Margin Facility is made available (“the Margin Account(s)”). For such Margin Account(s), we will provide financial accommodation to facilitate the subscription of new shares of Securities, the acquisition of listed and/or unlisted Securities and, where applicable, for the continued holding of those Securities. We are authorized to draw on the Margin Facility any amount due to us in respect of any of your Transactions. You will not be able to withdraw funds under the Margin Facility unless with our consent.
- (b) The Margin Facility shall be subject to our overriding right of demand for repayment at any time and we may in our discretion prescribe such limits on the amount available for drawing under the Margin Facility from time to time. The Margin Facility may also be terminated by us at any time without prior notice to you.
- (c) You shall comply with all requirements prescribed by us from time to time as to the provision of margin and security for the Margin Facility including, without limitation, the execution by you or such other persons of such form of security and related documents as we may from time to time require. You will be notified of such requirements from time to time but they are subject to change at any time without prior notice.
- (d) Drawings on the Margin Facility by you shall be subject to our being satisfied with the form and value of the margin and security provided to us at all relevant times and subject further to such procedures as we may prescribe from time to time.
- (e) Interest (and default interest) shall be payable on any amount outstanding under the Margin Facility at such rate and in such manner as we may from time to time determine and notify you and shall accrue from day to day on the daily amounts outstanding.
- (f) If there is a debit balance in any of your Accounts which is a cash account and you hold a Margin Account, interest will be calculated on the combined debit balance and charged to the Margin Account.
- (g) You shall deposit initial margin and/or additional margin with us in such form and amount and within such time as we may require from time to time and at any time. We reserve the right to vary any margin requirements as we may consider appropriate and you shall check with us to ascertain the applicable margin requirements from time to time.
- (h) Any failure by you to meet any margin calls or to comply with any other provisions in this agreement shall entitle us to close out or liquidate in any manner any or all Securities in your Margin Account(s) without further notice to you.
- (i) You shall, upon our demand at any time, repay to us all principal and interest accrued thereon outstanding under the Margin Facility, but nothing in this Clause shall prejudice our rights, powers and remedies under any security document executed in our favor in respect of the Margin Facility.
- (j) Repayments of any amount outstanding under the Margin Facility may be made at any time and, subject to availability of funds and the provisions in this agreement, amounts repaid shall be available for re-drawing.
- (k) In consideration of the Margin Facility made and to be made available to you from time to time, you as beneficial owner charge by way of security and release to us all your right, title and interest in and to each of your Account(s) including all the Securities, dividends, interest, stocks, shares, rights, money or property payable or accruing at any time hereafter by way of redemption, bonus, preference, option or otherwise until all indebtedness owing by you to us at any time in connection with the Margin Facility whether actually or contingently including interest thereon and all expenses incurred by us in enforcing and preserving our rights under this agreement (collectively “the Secured Indebtedness”) have been paid or discharged in full.
- (l) A certificate of balance signed by any of our authorized officers shall be conclusive evidence against you of the amount of the Secured Indebtedness owing at any time unless and until the contrary has been established.
- (m) No amount in any of the Margin Account(s) shall be released to, withdrawn from or otherwise dealt with by, you without our consent.
- (n) The security created by Clause (k) above is a continuing security and is in addition to, shall not be affected by and may be enforced despite the existence of any other security held by us in respect of the Margin Facility. Any restriction on the right of consolidating security shall not apply to this security. If any event referred to in Clause (h) above occurs, we shall be entitled to enforce this security and may, without demand, notice, legal process or any other action against you, retain or apply the whole or any part of the assets held in all or any of the Margin Account(s) and/or any credit balance in any currency on all or any of your other Accounts with us, in or towards satisfaction of the Secured Indebtedness and we shall not be liable for any loss arising out of such retention or application.
- (o) If any moneys paid to us in respect of the Secured Indebtedness are required to be repaid by virtue of any law relating to insolvency, bankruptcy or dissolution or for any other reason, we shall be entitled to enforce this agreement as if such moneys had not been paid.
- (p) If you create or purport to create any security (whether fixed or floating) over any of the Margin Account(s) or any part of it or if any person levies or attempts to levy any form of process against any of the Margin Account(s) or any part of it, the security created by Clause (k) above, to the extent that it may be a floating charge, shall automatically and without notice operate as fixed charge instantly such event occurs.
- (q) You hereby authorize us at any time and without prior notice to you to:
  - (i) apply any of your Securities in your Accounts (including the Margin Account) pursuant to a securities borrowing and lending agreement;
  - (ii) deposit any of your Securities in the Margin Account with an authorized institution as collateral for financial accommodation provided to us;
  - (iii) deposit any of your Securities in the Margin Account with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

The term of authorization contained in this Clause (q) shall be for a period commencing from the date of this agreement to 31 December of the calendar year when this addendum is executed, and may be renewed or shall be deemed to be renewed upon its expiry date for a further period of twelve months in such manner as may be required by applicable laws, regulations and codes of conduct from time to time. You may withdraw such authorization by giving us notice in writing of not less than 5 business days conditional upon your having discharged all outstanding debts owed to us.



- (r) Any Securities which are held by us for the Margin Account may, at our discretion, be:
- (i) registered in your name;
  - (ii) registered in our name or in the name of our associated entity (as defined in the Securities and Futures Ordinance);
  - (iii) deposited in safe custody in a designated account of our banker or with such other appropriate institution which provides safe custody facilities as may be permitted by the applicable laws and regulations.
- (s) You hereby irrevocably appoint us to be your attorney and in your name and on your behalf and as your act or deed or otherwise, without reference to or consent from you, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers conferred on us and our rights under this agreement as we may consider expedient in connection with the exercise of such powers and rights. You shall, at our request, execute such documents and perform such acts as we may consider expedient in connection with the exercise of our powers and rights under this agreement.
- (t) Any money paid to us in respect of the Secured Indebtedness may be applied in or towards satisfaction of the same or placed to the credit of such account as we may determine with a view to preserving our rights or prove for the whole of the Secured Indebtedness.
- (u) We may, at any time, continue any existing account and open new account in your name and no subsequent Transactions, receipts or payments involving such new accounts shall affect your liability.
- (v) You confirm that you have read and agree to the terms of this agreement, which have been explained to you in a language that you understand. You also confirm that you have been invited to read the risk disclosure statements contained in the Client Agreement, ask questions and take independent advice if you so wish and you fully understand the risks involved and are prepared to accept such risks.
- (w) This addendum shall form part of the Client Agreement

**Signed by:**



\_\_\_\_\_  
**Client's Signature**

\_\_\_\_\_  
**Print Name (in BLOCK letters)**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Name of witness**  
**Date :**

**Declaration by the Licensed Person**

I, a licensed person, hereby declare that I have on the date hereof (a) provided a copy of the margin facility and margin requirements addendum in a language of the Client's choice; (b) fully explained the contents of the margin facility and margin requirements addendum (including the relevant risk disclosure statements contained in the Client Agreement and (if applicable) the purposes of any authorization letters); and (c) invited the above applicant to read the margin facility and margin requirements addendum, ask questions, and take independent advice if the above applicant so wishes.

**Signed by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name (in BLOCK letters)**

\_\_\_\_\_  
**CE Number**

\_\_\_\_\_  
**Date**

## 客戶協議

本文件連同相關之戶口申請表內，均含適用於及構成所有在進陞證券有限公司開設之戶口之協議。請小心細閱本協議並保留作日後參考之用。

### 1. 定義

#### 1.1 在本協議中：

|             |  |
|-------------|--|
| 「戶口」        | 指以 閣下之名義不時為我們之服務在我們開立及維持之任何戶口。   |
| 「代理人」       | 指所有在我們提供服務時，不時聘用之代理人、相聯者、附屬成員、代名人、交易商、經紀、對手方、承辦商、保管人、資訊服務提供者、執行設施提供者及其他金融產品提供者（包括其各自之授權代表）。  |
| 「結算所」       | 就香港交易所而言，指香港證券結算有限公司；就其他交易所而言，指向有關的交易所提供跟香港證券結算有限公司相關之服務的結算公司。   |
| 「商品」        | 指任何物品包括但不限於農產商品、金屬、貨幣、股票、利率、指數（包括股票指數或其他指數）或其他金融合約、能源、權益或權利、及如情況所需包括以上任何一項的期貨/期權合約（不論是否須於預定期限交貨）。  |
| 「不活躍」       | 為任何戶口而言，指任何戶口在過去連續18個月內無任何交易紀錄。  |
| 「交易所」       | 指由 閣下指示我們代表 閣下通過其進行證券、期貨合約或期權合約交易之任何證券或期貨公會、市場或交易所，包括香港交易所及香港期貨交易所。  |
| 「期貨合約」或「期貨」 | <p>指在任何商品、期貨或期權交易所訂立並具有以下效力之合約；</p> <p>(a) 一方當事人允諾在雙方同意之預定時間及價格，交予另一方當事人雙方認可之商品或雙方認可數量的商品；或</p> <p>(b) 雙方將在預定時間內根據該認可商品當時之價值與訂立合約時雙方協議的價值作出調整，無論前者之價值較後者之價值為高或低，有關差額將根據管轄該合約之商品、權貨或期權交易所規則決定。</p>  |
| 「香港」        | 指香港特別行政區。  |
| 「香港交易所」     | 指香港聯合交易所有限公司。  |
| 「香港期貨交易所」   | 指香港期貨交易所有限公司。  |
| 「指示」        | 指出 閣下就買入、賣出或任何證券之其他安排或交易、購買、出售或拋售任何期貨合約或期權合約或對我們服務之應用所發出之指示。   |
| 「期權合約」或「期權」 | <p>指一方(在此定義中稱為“第一方”)與另一方(在此定義中稱為“第二方”)在任何商品、期貨或期權交易所訂立的合約，藉此:-</p> <p>(a) 第一方向第二方授予在訂定時間當日或之前或在訂定時間當日(視乎所屬情況而定)以預定價格向第一方購買認可商品或認可數量的商品的權利(但並非責任)及，在第二方行使其購買權的情況下:-</p> <p>(i) 第一方有責任以預定價格交付商品；</p> <p>(ii) 第二方將根據商品價值超出預定價格(如有的話)的程度計算收取一筆款項，該款項乃根據有關合約所訂立的商品、期貨或期權交易所的規則而決定；或</p> <p>(b) 第一方向第二方授予在訂定時間當日或之前或在訂定時間當日(視乎所屬情況而定)以預定價格向第一方出售認可商品或認可數量的商品的權利(但並非責任)及，在第二方行使其出售權的情況下:-</p> |

- (i) 第一方有責任以預定價格接受商品交付；
- (ii) 第二方將根據預定價格超出商品價值（如有的話）的程度計算收取一筆款項，該款項乃根據有關合約所訂立的商品、期貨或期權交易所的規則而決定。

分段(a)所述的合約為“認購期權”；分段(b)所述的合約為“認沽期權”。

|          |   |
|----------|---|
| 「服務」     | 指由我們所提供，讓閣下就買入、賣出、監管及在其他情況下處理證券及/或商品(視所屬情況而定)任何戶口結餘及根據本協議規定可供使用或由我們借出之保證金貸款，及資訊服務發出指示之設施。   |
| 「證券」     | 指任何由一個團體(不論屬法團與否)、政府或政府機關所將發行或已發行之股份、股額、債權證、債權股額、基金、單位信託、債券、票據或其他類似之工具，包括所有權利、認股權證、期權、期貨合約或權益，及任何通常被稱為證券的文書。(在任何一種情況下，不論該等投資為上市或非上市、有否在任何交易所或市場買賣、屬私人配售或公開發售，及是否由證書或其他文件（不記名、可轉讓或其他形式）構成、作為證明或代表，或記入一名發行人、結算所、存管處、代管人或其他人士之簿冊，連同就上述任何一項於任何發行人、結算所、存管處、代管人或其他人士權利，以及與上述任何一項有關之其他權利、權益及收益)。 |
| 「交易」     | 指已執行之指令。  |
| 「閣下及閣下之」 | 指簽署相關之戶口申請表及動用任何戶口要項之人士(包括任何公司)。  |

1.2 各條文之標題均僅供參閱之用，不應視為修改或限制在條文中例明之任何權利或義務。

1.3 即使在本協議中“其他”、“附加”及“包括”之提述，其前或後已有字詞或例子標示其特定類別之作為、事件或事物，亦不應因而只局部限制地解釋。

1.4 單數形式之提述應包含複數形式，反之亦然。意指某一性別之字詞應包含各種性別。

## 2. 適用範圍

本協議開列出條款，我們在符合該些條款的情況下，同意以閣下之名開設並維持一個或以上的戶口，作為閣下之證券買賣及其他交易之交易商及經紀，包括但不限於在香港交易所的主板及創業板交易之證券、購買、出售或拋售任何期貨合約或期權合約，並為閣下提供服務。所有由我們代表閣下執行之證券出售、購買及其他買賣交易均受制於本協議。所有由我們代表閣下執行之期貨合約及期權合約出售、購買及其他買賣交易均受制於本協議及我們之商品交易附件。

## 3. 協議

閣下謹此同意遵守並受本協議之條文所約束，而我們具酌情決定權不時對之進行刪除、增補或修改。

## 4. 本協議之修訂

4.1 我們可隨時修改本協議條款，但須於我們網站上的「客戶服務」網頁，將修訂條款的通知明顯地刊登。我們亦可寄送書面通知或已修訂之協議給閣下，以通知閣下任何變更。

4.2 若閣下在該等修訂條款的通知公佈後，仍繼續使用我們或我們之服務，閣下即會被視作已承認並接受該修訂條款。閣下可隨時到我們網頁上的「客戶服務」網頁，點擊「個人戶口」或「公司戶口」方格，覆核該等變更。

## 5. 我們及代理人之職分

5.1 我們獲授權採用任何代理人之服務及將執行服務之任何部份轉授予任何代理人，而代理人可擔當為委託人或我們或閣下之代理人之身份。

5.2 閣下需承擔代理人之作為而引致的一切風險及承擔閣下交易之盈利能力或適當性之責任。

## **6. 交易所之選擇；適用規則及規例**

- 6.1 我們可通過其獲授權作業務交易之任何交易所直接進行所有交易，而我們亦可具酌情權決定，透過任何代理人間接通過任何交易所交易。
- 6.2 由我們實行之所有交易均需符合有關交易所或結算所之章程、規則、規例、慣例及常例所採取之行動的規限，如有的話，及對我們及代理人均具約束力的適用司法管轄區之法律。

## **7. 非香港居民或公司**

- 7.1 若閣下於本港以外之地方居住或發出指示，閣下同意確保及聲明該指示為符合閣下發出指示當地之有關司法管轄區之適用法律，如有任何疑問，需向該有關司法管轄區諮詢及聽取法律意見。並且閣下需要承擔及賠償當中如因按照閣下之指示下所產生任何對本公司的一切損失或損害。
- 7.2 閣下同意就閣下於香港以外居住而發出的任何指示及為其執行而須向有關當局繳交任何稅額、稅項、徵稅或費用。

## **8. 聲明、保證及確認**

- 8.1 閣下保證並確認閣下不時就本協議及相關之戶口申請表而提供予我們之資料均為完整、正確及最新。在我們實際收到閣下以書面或我們接受的其他方式送來之任何更新資料前，我們有權依賴由閣下之前提供的資料。
- 8.2 若閣下為個人，閣下表明已達可訂立協議之合法年齡。
- 8.3 除非閣下已另行以書面向我們申報，閣下現陳述閣下並非任何交易所、交易委員會、結算所、銀行或信託公司員工或高級人員、根據《證券及期貨條例》持牌人或註冊人或任何引薦經紀的聯屬人、任何證券經紀或交易商的高級人員、合夥人、董事或員工。
- 8.4 對戶口內的每宗交易而言，閣下是最初負責發出有關指示的人及將會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人(除非閣下另行以書面形式向我們作出知會)。

## **9. 保證就資料內容之重大變更進行通知**

本協議雙方保證通知對方任何根據本協議提供之資料之任何重大變更。

## **10. 聯名戶口**

- 10.1 若閣下之任何戶口以聯名開立，除非閣下通知我們並提供我們所要求之文件，否則該戶口應為所有戶口持有人以聯權共有形式持有，生者享有繼承權(給付生者)。每一聯名戶口持有人不可撤銷委任其他持有人為授權人，代表其作出各種行動，並就本協議所有相關事宜上作其代表。我們獲授權執行任何聯名戶口持有人之指示，或向任何聯名持有人發出確認通知、其他通知書或通訊，或在其他情況下與任何聯名戶口持有人往來。對於依據本協議規定應向我們支付的任何款項，不論有關債務是其中一位或所有聯名戶口持有人所引起，每位聯名戶口持有人均須共同及個別負責。
- 10.2 閣下保證會就任何聯名戶口持有人身故，即時向我們作書面通知。在聯名戶口當中有人身故的情況下，我們可據我們酌情決定我們認為必須合宜或適宜而作出的步驟、要求提供該等文件、保留任何戶口之任何部份及限制任何戶口之交易，以保護其在現行或以後的法律下，在任何稅項、法律責任、罰則或損失方面之權益。
- 10.3 閣下同意因聯名戶口持有人當中有人身故或因動用死者在該戶口中的任何權益之財產，所引致之稅收或其他開支，應由任何戶口繳付或向在生者之利益及死者財產之利益徵取。

## **11. 與證券交易有關的建議**

- 11.1 閣下同意我們(包括我們的董事、高級人員、僱員及代理人)不提供稅務、法律或投資顧問服務，對於任何證券或交易是否適合投資者亦不作任何意見或建議。閣下同意，在完全獨立並未有依賴我們的情況下作出閣下自行決定及判斷的指示。
- 11.2 投資合適性  
假如我們向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財務狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。
- 11.3 閣下更同意我們(包括我們的董事、高級人員、僱員及代理人)不應就任何所提供之資料負上法律責任，不論資料是否因應閣下之要求而提供。

- 11.4 在為 閣下執行交易時，我們或我們之其中一間聯營公司可能於該項交易或相關證券擁有重大利益、存在關係或安排：
- (a) 以主事人身份為自己的利益與 閣下進行交易；
  - (b) 持有有關交易涉及的證券的倉盤或為有關證券的包銷商、保薦人或以其他身份參與該等證券之交易；
  - (c) 進行期貨合約或期權合約交易，縱使他們持有相反的倉盤；或
  - (d) 將 閣下之指令與其他客戶之指令配對。

## 12. 指示

- 12.1 我們將向 閣下分配一個號碼、代碼或其他編碼(以下簡稱為「密碼」)；讓 閣下動用 閣下任何之戶口。閣下並須指定一組身份識別號碼、代碼或其他編碼用作透過我們之服務與我們往來(以下簡稱為「用戶識別碼」)。
- 12.2 閣下應不時透過我們所提供之服務以電子方式、口頭、電話或傳真或書面形式發出指示。一旦接到該指示後，我們應根據該指示按我們認為合理可行作證券買賣及 /或交易或出售、購買或拋售期貨合約或期權合約，但我們可酌情決定(但該酌情權不可以不合理的方式行使)是否接受任何購入指示的情況為限。若我們認為需要的話，我們可要求 閣下提供有關戶口的密碼及用戶識別碼，若 閣下未能提供，我們可拒接受 閣下的指示。
- 12.3 我們有權奉行按第12.2條中所述之方式發出之任何指示及將之視作具有效力，而我們不會查究宣稱發出該指示之人士的許可權或身份或該指示之真確性，不論當時之情況或指示之性質；即使指示的字詞中有任何誤差、誤解、瞞騙、虛假 或不清晰之處。
- 12.4 對於密碼及用戶識別碼之使用、安全及保密，以及通過任何用密碼或用戶識別碼開立、持有或動用的戶口進行之任何交易(不論是否經授權)， 閣下應負所有責任。
- 12.5 閣下同意我們毋須就通訊設備或不可靠之媒介之傳送中斷或故障而引致之任何指示之傳送、接收或執行之延誤或錯誤或歪曲或不完整負上責任。
- 12.6 所有指示於發出當日有效。該等指示如未能在有關交易所收市前或相關交易所規定之其他屆滿日期前執行，將自動撤銷。任何於相關交易所交易日收市後收到之指示，於 閣下同意之情況下，將延至下一個交易日執行，而本12.6條將據此而適用於該等指示。我們可於該等指示自動撤銷或收到取銷指示前隨時執行該等指示，而 閣下會對因此而執行之該等交易負上全責。
- 12.7 閣下可要求取銷或修改 閣下之指示，但我們可酌情決定(但該酌情權不可以不合理的方式行使)拒絕接納該等要求。指示只可於執行前取銷或修改。由於市場指示會即時執行，取銷指示的機會相當罕有。若 閣下取銷指示前已全部或部分執行，閣下接受對已執行之交易負上全責，而我們毋須就此負上法律責任。
- 12.8 我們一般以執行代理人身份執行 閣下的指示。但若我們就任何交易以主事人行事，予符合任何適用法律、法規或法例之條文的情況下，我們不會於有關每日交易結單中列明。

## 13. 交易上之限制

我們可隨時按我們之酌情決定暫時中止、禁制或限制 閣下發出指示或取代戶口中證券的能力，而不須向 閣下作事先通知。

## 14. 合併、分拆及先考慮指令、部份執行指令、發售新股之申請及場外交易

- 14.1 閣下授權我們可隨時酌情決定，代表 閣下將 閣下的買賣證券或出售、購買或拋售期貨合約或期權合約指示與其他客戶類似的指示合併及/或將其分拆。
- 14.2 我們將確保該合併或分拆將不會引致執行 閣下指示之價值較差於 閣下執行獨立指示而能取得之價位。若因所持之證券、期貨合約或期權合約(視乎所屬情況而定)不足以應付有關經合併的指令，實際購買之證券、期貨合約或期權合約 (視乎所屬情況而定)數目將會在經合併的獨立指示間按比例分配。
- 14.3
- (a) 依據適用的法例和規例及市場的要求，閣下認知並同意我們及/或我們的代理人可按我們或我們的代理人絕對酌情權決定，隨時為爭取較佳執行價位而優先排列指示及/或考慮接收指示的次序，決定執行客戶指示的優先權，及 閣下不得對我們及/或我們的代理人有關執行任何收到的客戶指示的優先次序提出異議。
  - (b) 閣下確認由於交易慣例，交易指示未必可以「最佳價」或「市場價」執行，閣下同意在任何情況下，我們及/或我們的代理人依照 閣下發出的指示所進行的交易承擔責任。

- 14.4 若特定數量之證券、期貨合約或期權合約(視乎所屬情況而定)交易之指示未能全數執行，我們可酌情決定以較低數量執行證券之交易。在該種情況下，該已執行之部份將對閣下具約束力，而閣下將接受該已執行之部份。
- 14.5 (a) 閣下可要求我們代表閣下認購新發行之證券。我們可能被要求就該項申請作出保證或作出聲明，包括但不限於下列各項：
- (i) 我們獲適當授權代表閣下作出該等申請；
  - (ii) 除我們代閣下提出之申請外，閣下並無為閣下之利益以自己或通過任何其他人士提出其他申請。
- 閣下謹此表明授權我們向有關交易所或證券發行人提供該項保證或聲明。閣下知悉有關證券之發行人將依賴上述申述，決定是否就我們代閣下作出之申請作出股份分配。
- (b) 閣下應熟悉並遵從任何招股說明書和/或發行文件、申請表格或其他有關文件內所載之管轄新上市和/或發行證券及其申請之全部條款和條件。閣下同意在與我們進行的任何交易中受該等條款和條件約束。閣下茲進一步聲明和保證，並授權我們通過任何申請表格(或以其他方式)向有關交易所和任何其他適合人士披露和保證，作為閣下代理人作出的任何申請是閣下或代表閣下或為閣下的利益作出唯一的申請。閣下確認並接受，就我們作為閣下代理人作出的任何申請而言，我們和有關證券的發行人、保薦人、包銷商或配售代理人、交易所或任何其他相關監管機構或人士會依賴上述聲明和保證。
- (c) 閣下確認，倘若未上市公司除證券買賣外未有從事其他業務，而閣下對該公司具法定控制權力，則該公司作出的申請應被視為為閣下的利益而作出的。
- (d) 閣下承認並明白，證券申請的法律和監管規定及市場慣例不時會改變，而任何一種新上市或新發行證券的規定亦會改變。閣下承諾，按我們不時絕對酌情權決定的法律和監管規定及市場慣例的要求，向我們提供資料並採取額外的步驟和作出額外的聲明、保證和承諾。
- (e) 我們或我們的代理人為我們本身和/或閣下和/或為我們之其他客戶作出的大額申請，閣下確認並同意：
- (i) 該大額申請可能會因與閣下及閣下申請無關的理由而被拒絕，而在沒有欺詐、嚴重疏忽和故意違約的情況下，我們和我們的代理人無須就該拒絕對閣下或任何其他人士負上責任；
  - (ii) 倘若該大額申請因聲明和保證被違反或任何與閣下有關的理由而被拒絕，閣下將按條款第32.4條向我們作出賠償。閣下確認，閣下亦會對其他受上述違反或其他理由影響的人士的損失負上責任；及
  - (iii) 儘管有其他條款規定，倘若大額申請只獲部分發售，閣下同意我們可按我們絕對酌情權決定分配所購得證券的方式，包括在所有參加大額申請的客戶間平均分配證券。閣下不得對有關申請分配證券的數額或優先次序提出異議。
- 14.6 在閣下要求我們時，我們可提供便利認購新發行之股票、或繼續持有(如若適用)該等證券的財務通融(以下簡稱「財務通融」)。我們可於任何時間有凌駕權隨時要求還款。我們可於任何時間終止財務通融而毋需向閣下發出事先通知。閣下須就財務通融的任何欠款支付按每日欠款金額逐日計算的利息(及因欠款而須支付的利息)，利率及支付方式由我們不時決定並通知閣下。閣下須就我們隨時作出之要求清償所有財務通融的本金及利息，但此條項不會妨礙閣下就財務通融向我們提供的任何抵押文件賦予我們的權利、權力及補償。閣下一旦使用財務通融，即為承認並接受財務通融之條件及條款。
- 14.7 閣下就我們或我們的代理人代表閣下已進行或將予進行的任何場外(Over-the-Counter)交易(包括但不限於任何新證券在有關交易所上市前的交易)確認及同意：
- (a) 在上述第12.8條的規限下，我們或我們的代理人擔任閣下的代理，並不保證此等場外交易之結算；
  - (b) 閣下的指示可能只有部份執行或全部未能執行。倘有關證券其後無法在有關交易所上市，已執行的交易將會被取消及成為無效；
  - (c) 如閣下沽出證券但無法交付此等證券，我們或我們的代理人有權為閣下就此項已進行的銷售在市場購入相關的證券(以當時市價)，以完成相關交易的結算。閣下須承擔此項交易引致或招致的一切虧損；
  - (d) 倘若(1)閣下向賣方購入證券，而該賣方無法交付相關證券及(2)未能購入相關證券或我們或我們的代理人行使絕對酌情權決定不購入相關證券，閣下無權以配對價格取得相關證券，並且只有權收取為買入相關證券已付的款項；
  - (e) 倘若閣下購買任何證券但無法存入所需的結算款項，我們有權出售閣下賬戶內任何及所有證券或抵押品，以及使用經扣除結算交易所所有費用後的出售所得款項為有關交易作結算。然而，如閣下於該宗交易內屬於賣方，而該宗交易未能結算，則閣下只可獲得相關證券，而並非相關證券的出售所得款項；及

- (f) 在不影響上文所載的原則下，閣下須自行承擔虧損或開支，並就 閣下及/或 閣下之交易對手無法結算所招致的任何虧損及開支向我們或我們的代理人負責。

## 15. 結算

- 15.1 (a) 閣下保證不會發出售賣不屬於 閣下的證券之指示(即包含賣空行為)。然而，閣下可透過與我們訂立另一份協議而採用賣空服務。
- (b) 如我們按 閣下之指示售賣證券，若因 閣下未能如時向我們交付而致使我們未能交付證券，這樣，按照適用的任何法律、法規或法例之條文，我們獲 閣下授權借取、購入或以其他方式取得可完成交付所需之證券。
- (c) 閣下應承擔我們因所述理由而蒙受或招致之任何費用、收費、損失、損害或其他任何法律責任，包括我們因安排任何借貸而招致的補償、費用或收費，並彌償我們之有關費用、收費、損失、損害或法律責任。
- 15.2 (a) 購入證券指示一經接收，我們會在戶口存有的現金結餘指撥出自我們按酌情決定評估為足夠之款額，以作為購入證券之全數價值及所有交易費用之現金補敷。
- (b) 若戶口中存有之現金結餘不足，我們並無責任執行或回應該指示或就此事實知會 閣下。
- (c) 閣下確認在向我們發出任何購買證券、期貨合約或期權合約指示前，確保戶口中存有足夠的現金結餘以支付所有購買證券、期貨合約或期權合約連同交易費用，為其獨有之責任。
- 15.3 若 閣下欠繳到期並應支付予我們或我們之有聯繫實體(定義見證券及期貨條例)之任何款額，我們有權毋須事先通知 閣下，並可按我們酌情權決定轉撥、出售或應用或安排轉撥、出售或應用戶口中之任何證券(包括銷售或變現所得之收益)或結餘，以清償 閣下之債務。

## 16. 為 閣下持有之現金

任何為 閣下持有之現金，除根據適用法律我們毋須將之存入客戶信託戶口之現金外，將按法律之要求，不時存入我們在銀行或認可機構開設之客戶信託戶口。除非我們同意，我們均不會向為 閣下持有之現金(不論是否存於客戶的信託戶口)支付利息。

## 17. 交易兌換

有關以 閣下戶口中所存之貨幣以外的其他貨幣所進行之任何交易，任何因匯率波動而帶來之利潤或損失，將完全計算入戶口中並由 閣下承擔風險，而且將在有關銀行採用之匯率相應地撥入或從戶口中扣除(視屬何情況而定)。

## 18. 費用及支出

閣下須直接或從戶口中支付我們因 閣下使用我們之服務，而恰當地招致或我們徵收，不論附帶或是關鍵之所有徵款、稅項、佣金、經紀費或對手方費用、關稅、交易費用、資料牌照費、戶口交流費、維持費、利息、特別權利行政費用、斬倉費用、溢價、罰款、電匯費、保管費、結算費、戶口周轉費、戶口轉換費、貨幣兌換費、稅項、認購費、保險服務費、保險費、外幣兌換虧損、法律開支及所有及任何其他費用及開支，而我們獲授權從 閣下 戶口中扣取有關款項。閣下欠付我們的債項將按照我們不時通知 閣下的利率收取利息：

## 19. 回佣

我們有權要求、接受及保留任何因我們執行買賣產生之回佣、經紀佣金、佣金、費用、利潤、折扣及/或其他由任何人士提供之好處，作為我們之得益而無需向 閣下披露。我們亦有權酌情決定提供任何利益或好處予交易相關之任何人士。

## 20. 每日交易總結及結單

- (a) 我們將向 閣下分別就證券交易、期貨合約及期權合約交易發出每日交易總結，撮要列出在任何一日按指示進行的所有交易，該每日交易總結將在有關交易日期後兩個營業日內發出。
- (b) 若適用法律及法規有此要求，我們將向 閣下發出每個戶口的月結單，以總結有關戶口自上一期結單日期後所進行的交易，有關月結單於有關月份結束後七個營業日內發出。除前述的月結單外，我們亦會根據不時生效的適用法律、法規及操守準則的要求向 閣下發出其他結單。



## 21. 通話之記錄與電子郵件之監察

為保障雙方利益，閣下瞭解、同意並明確贊同我們以電子方式記錄 閣下與我們之任何電話對話及 閣下使用我們的服務之情況，及監察 閣下與我們之間的電子通訊。

## 22. 通訊接收的推定

22.1 通訊可以郵寄方式或以電子郵件方式送至 閣下之郵寄地址或電子郵件地址，或 閣下日後以書面或電子郵件告知我們之其他地址或聯絡號碼。所有通訊一經如上述方式發出，不論是以郵寄、電子郵件、傳真、電報或發送至 閣下最後為人所知之地址等方式發出，均應被視作親自交予 閣下本人，不論實際是否被領收。

22.2 閣下有責任於收到有關該等交易或 閣下戶口之通知書、確認書、每日交易總結或戶口結單時立即進行審閱。

任何通知書、確認書、每日交易總結或結單內的所有交易及其他資料將對 閣下具約束力，除非我們於 閣下收到或被視作收到上述檔48小時內收到 閣下以書面或電郵形式作出之反對通知。我們保留決定 閣下對有關交易或資料所作出反對之有效性的權利。

在受任何相反的法律或監管規限下，除非我們同意，閣下同意每日交易總結或其他確認書或結單均以電子方式記錄及經由電子媒介收取。

## 23. 證券保管

23.1 就我們為戶口所保管之任何證券，我們可酌情：

- (a) 以 閣下或我們有聯繫實體(定義見證券及期貨條例)之名義登記；或
- (b) 存放於我們之銀行或提供安全保管設施之任何其他合適並為適用法律或法規所允許之機構指定戶口內保管。

23.2 當我們收到任何因 閣下戶口之證券而產生之任何股息分配或其他利益時，會將之存入 閣下之戶口。倘 閣下的證券為我們為客戶所持有之較大量相同證券之一部份，閣下有權按比例享有股息、分配或其他利益。

23.3 在沒有收到相反指示的情況下，我們獲授權酌情決定(在費用及支出由 閣下支付的情況下)：

- (a) 要求支付及收取與證券有關的所有利息及其他款項或分派(不論屬資本性質或收入性質)；
- (b) 在收到到期日可收到的金額時放棄 閣下的證券，或在證券到期日前被要求贖回時放棄 閣下的證券；
- (c) 交換任何與 閣下的證券有關的文件(無論該等文件屬中期或臨時或長期性質)；
- (d) 代 閣下以擁有權人的身份填寫及遞交任何與證券有關而在收取收入或促使證券售賣時所需的擁有權書。

23.4 (a) 如我們得悉代 閣下持有的證券將有可行使的投票及/或任何權利或特權(包括但不限於換股、供股及任何因收購、回購或股本重組而產生的權利或特權)，我們會在合理情況下儘快通知 閣下。如 閣下於14個工作天內(或視乎情況下按照指定或合適的較短期限)明確地以書面通知我們，欲行使權利及/或特權，與此同時，閣下戶口有足夠可動用的資金，我們會依以合理情況下可接受的書面指示替 閣下行使權利及/或特權。否則，我們不會行使有關權利及/或特權。若我們得悉代 閣下持有的證券附有認股權，即使沒有滿意的指示或足夠資金，我們仍可按我們絕對酌情權決定以我們認為適合的做法處置認股權。

(b) 如我們得悉我們代 閣下持有證券的公司計畫催收任何尚未繳付的金錢，我們會在合理情況下儘快通知 閣下。倘若 閣下已提供相關的資金，並有足夠時間容許我們加以處理，我們會根據合理情況下可接受的書面指示替 閣下繳付款項。否則，我們不會代 閣下採取任何行動，亦不會負上因未能符合催收而導致的責任。無論如何，如我們因法律上有責任符合催收而已自動繳付金錢，閣下會依照要求補償我們。

23.5 (a) 在未有 閣下的事先書面同意或授權前，我們不得存放任何 閣下的證券作為向我們所作出之任何貸款或墊款的保證，亦不得為任何目的而借出或以其他方式放棄管有任何該等證券。

(b) 若 閣下授權於我們抵押、質押、轉讓或設立任何證券權益或借出或其他情況下放棄管有任何證券，該授權應自當日起持續有效12個月，而 閣下可按照適用法律，以我們訂明之形式簽署授權書，以不時進行重訂，該授權亦可按適用法律被視為已獲重訂。閣下可以不少於5個工作天向我們發出書面通知，隨時撤回授權，以 閣下清償所有欠付我們之欠款為條件。

- 23.6 我們可酌情將 閣下儲存在我們或由我們為戶口而購入的證券，特定撥入戶口、或與其他 閣下持有的同樣證券作統一安排。凡已統一安排的有關證券有累算股息或其他分派或利益、或不論在何種情況下蒙受損失(包括因可交付之證券數目或數額減少而引起)，則應將應支付給 閣下的款項記入戶口之貸方，或按應屬戶口之有關證券的數量或數額所佔的比例，將虧損從戶口扣除，視情況而定。

## 24. 結清債項及費用

在任何時候 閣下須

- (a) 支付任何在本協議下欠付我們之款項；
- (b) 在我們作出要求下，支付任何戶口引起或有關之欠付我們之全部債項；
- (c) 支付每個戶口中因整個或部份平倉而引起或有關之任何餘下為欠付之債項；及
- (d) 徵收上述款項時引起之合理的費用及開支，包括我們以全部彌償標準計算之法律費用。

## 25. 留置權及對銷

- 25.1 對於在任何時間因任何目的透過 閣下的戶口由我們代表 閣下，由我們或代理人持有及控制之所有證券及其他資產，我們均有留置權，該等證券及其他資產全部均應由我們持有，作為 閣下全面履行及清付跟本協議有關 閣下欠付我們之債務及債項之持續保證。
- 25.2 在執行我們的留置權時，我們有權決定出售何種證券及資產，結清何種合約，並有權將銷售或變現所得之收益扣除開支後，用作清償 閣下欠付我們之債項及債務。
- 25.3 我們亦有權隨時毋須通知 閣下，將 閣下任何戶口中的現金結餘結合或合併及為清償 閣下欠付我們的債項及債務而對銷、扣除、扣起及或轉賬任何款項。
- 25.4 閣下同意我們可處置或安排處置 閣下擁有的證券以清償 閣下欠付我們或我們之有聯繫實體(定義見證券及期貨條例)的債務。

## 26. 信貸費用及信貸調查

- 26.1 閣下之戶口記錄的每月借方結餘或已經調整的結餘，須依我們按其慣例指定及香港法律許可的利率計算利息。 閣下須明白，每一利息期結束時記錄在 閣下的戶口之應付利息，除已經清償外，將自動加入下一利息期開始時之結餘。
- 26.2 我們可與他人交換 閣下 的信貸資料，但只作驗證之用。作本協議之用途，我們可向任何 閣下開設及維持的結算戶口的金融機構及任何其他由 閣下指定為諮詢的人士及機構獲取 閣下的信貸資料及個人資料。
- 26.3 閣下授權該等機構及人士向我們提供所須信貸資料或個人資料。現通知 閣下，若 閣下不履行在本協議下之責任，我們可以向信貸調查機構提供反映 閣下不良信用的任何紀錄。我們可以要求有關 閣下之信貸報告，且在 閣下要求下，注明提供該報告之信貸調查機構的名稱及地址。若我們延伸、更新或續發 閣下的信貸，閣下同意我們可以毋須通知 閣下而獲取新的信貸報告。閣下明白我們可能將 閣下的資料提供給信貸資料服務機構，以及在 閣下欠賬時，將該等資料提供給收數公司。閣下有權獲告知那些資料通常會作上述披露，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱及改正資料要求。

## 27. 保證金信貸及保證金規定

在 閣下提出請求時，我們可酌情決定向 閣下提供用以購買證券的保證金信貸(以下簡稱為「保證金信貸」)，保證金信貸必須受在本協議中及在本協議之有關附件中列出之條款所限制。該等條款只於我們向 閣下提供任何保證金信貸的情況下適用。

## 28. 資料不具任何保證

- 28.1 對於使用透過我們的服務提供之數據及資料及任何供 閣下用以使用我們的服務之電腦軟體，閣下明確表示同意獨自承擔所有風險。我們或任何我們的董事、高級人員及雇員、代理人及該軟體之持牌人及擁有人，包括任何發佈數據或資料之人士(統稱為「發佈資料者」)，均不保證他們所提供的服務會不中斷或必然正確無誤；對於使用我們及我們的服務之結果，或對於透過我們所提供的數據及資料或交易之及時性、先後次序、準確性、完整性、可信度，或該等資訊、服務或交易之內容，或有關用來使用我們的服務而提供的任何電腦軟體，上述人士亦不作任何保證。

28.2 透過我們的服務提供之資料及資訊均以「現有狀況」、「既有狀況」基準而提供，除了根據對本協議適用的法律規定而隱含的，及不能免除、限制或修改的保證外，我們的服務不附帶其他任何性質的保證(不論屬明示或隱含)，包括就服務的可商售性或對任何特定目的是否適合的保證。

28.3 在下列情況下，任何發佈數據者均毋須對閣下或其他人士負任何責任：

- (a) (i) 任何數據、資料或訊息或 (ii) 任何數據、資料或訊息之傳送或送遞有任何不準確、錯誤、延遲或遺漏；或
- (b) 因下列情況所引起之任何損失或損害，因發佈數據者之疏忽或遺漏，或因「不可抗力事故」(如水災、惡劣氣候、地震或其他天災、火災、戰爭、叛亂、騷動、勞工、紛爭、意外、政府決策、停電、設備、電腦軟體或通訊線路失靈或故障等)，或任何發佈數據者合理控制範圍外之原因造成之 (i) 任何在上述 (a) 條所指的不準確、錯誤、延遲或遺漏；(ii) 沒有履行責任；或 (iii) 任何數據、資料或訊息中斷。

## 29. 資料保護

29.1 我們有權收集、使用、移轉(在香港境內或境外)、儲存、處理或以其他方式處理有關閣下之個人資料及數據，包括姓名及地址(以下簡稱為「個人資料」)以方便管理及依本協議提供服務。若閣下為有限公司，閣下的人員在代閣下簽定有關戶口申請表時亦同意本第29段同時適用於他們，因此，所有對“閣下”的提述將被視為包括該等人員。

29.2 在下列情況下個人資料可在我們的集團公司、代理人及其各自有關及附屬之公司在香港境內或境外間轉移及使用：

- (a) 因提供維持及管理所提供之服務；及
- (b) 評估閣下的潛在財務需求、進行市場研究及向閣下推廣其他服務及產品。

在本協議終止後，我們可按任何適用法律及規定繼續如上述使用個人資料。

「集團公司」指進陞證券有限公司之任何附屬公司或聯繫公司(包括進陞證券有限公司)。

閣下同意遵從我們有關個人資料(私隱)條款通告的條款，該通告載有我們有關個人資料的收集及使用的政策及實務詳情，該通告可在我們網站上閱讀或向我們索取。

29.3 閣下並授權我們在任何司法管轄區的任何法律、規定、法院命令或任何政府或監管機關或交易所需要時，將任何個人資料向任何司法管轄區的任何政府或監管機關或交易所披露及轉移。

29.4 閣下可在隨時依據任何適用之法律及規定，要求我們為閣下提供個人資料之副本或更正任何不準確的個人資料。

索取個人資料或更正個人資料或索取有關政策及實務及所持個人資料種類之詳情或停止使用閣下之個人資料作直接市場推廣用途之要求，應寄交：

進陞證券有限公司  
香港灣仔謝斐道393號  
新時代中心 37 樓  
電話 : (852) 2836 2188  
傳真 : (852) 2893 1277

如對閣下之個人或戶口資料有任何疑問，請聯絡我們之資料保安主任。

## 30. 使用服務之限制

閣下有權使用我們的網路所提供之資料，但只限用於閣下本人及非商業用途，且閣下不得將取得該等資料之途徑轉售他人，或將該等資料複製出售。閣下不得將自我們網頁列印出來之資料上之版權所有或其他知識產權之標示刪去。

## 31. 終止服務

31.1 在下列情況下，我們可毋須事前通知停止閣下使用我們之服務：

- (a) 我們酌情決定暫時或永久中斷此項服務；
- (b) 閣下違反本協議條款；

- (c) 在經過我們認為適合的時間後，閣下的戶口沒有交易活動及/或未持有任何資產；或
- (d) 閣下的戶口成為不活躍戶口。

如閣下向我們申請，並根據我們制定的條款提供閣下之資料，閣下可重新啟動戶口。

- 31.2
- (a) 若(i)閣下違反或沒有遵守本協議任何條款；(ii)當賬戶成為不活躍戶口(iii)閣下已被提出破產呈請、清盤呈請，或針對閣下的類似法律程式已開始；(iv)閣下身故（指個人客戶）或閣下被法庭裁定為精神失常或無勝任能力；(v)針對閣下的任何扣押、執行或其他法律過程已開始；(vi)閣下在本協議或任何文件中向我們作出的任何陳述或保證不正確或誤導；(vii)我們據我們絕對酌情權認為發生了可能危及我們在本協議所擁有權利的任何事件，我們可在毋須事前通知閣下的情況下，終止閣下一個或以上戶口。
  - (b) 吾等有權在毋須任何原因或事前通知的情況下，暫時或永久地暫停吾等向閣下提供之部分或全部服務，或暫停閣下使用吾等之服務。
  - (c) 在償清及解除閣下對我們的債項、負債或其他債務責任之情況下，閣下可向我們發出不少於三個工作天事先書面通知，隨時終止戶口。
  - (d) 終止戶口或停止任何服務不會影響任何一方先前因此而產生的權利或責任。
- 31.3 任何在終止前訂立之交易或任何一方在終止前取得之權利、權力。職責及責任，均不應因任何服務或本協議之終止而受影響或妨礙。
- 31.4 協議一經終止
- (a) 閣下須即時繳付到期並欠付之任何款額；
  - (b) 閣下須在終止當日起10個工作天內提取戶口內之所有現金或證券結餘，否則我們可代表閣下及於我們毋須負責任何損失或後果的情況下在市場上或以我們合理地決定的方式及時間出售或處置閣下之證券，並將相當於淨售賣得益及閣下戶口之現金結餘以支票或匯款形式寄給閣下最後為我們所知的地址，有關風險則由閣下承擔；及
  - (c) 在終止當日起10個工作天內拋售所有尚未行使的期貨合約及期權合約，否則我們可將之拋售並向閣下交還數額相當於閣下戶口結餘的支票或將該結餘滙給閣下。

## 32. 責任、免責及全數彌償

32.1 閣下同意就以下情況承擔全部風險及責任：

- (a) 監察及使用閣下之戶口，包括在第32.2段中列出之事項；
- (b) 使用及儲存任何資料，包括閣下之密碼、客戶識別碼、投資組合資料、交易活動、戶口結餘及任何其他在閣下之個人電腦中既有之資料或指示；
- (c) 提供及維持所需用以存取及使用我們的服務之通訊設備(包括個人電腦及數據處理器)及電話或替代服務，及所有因閣下使用我們之網路而引至之通訊服務費用及收費；及
- (d) 由任何政府禁制、交易規則、證券交易暫停、戰爭、罷工、設備、電腦軟件或通訊線路故障或失靈、未經授權之存取、盜竊及其他在我們合理控制以外之事故所直接或間接所招致之損失或損害。

32.2 倘若閣下發現以下任何一種情況，閣下必須立即以書面或電話方式通知我們：

- (a) 密碼、客戶識別碼及/或戶口號碼有任何遺失、被盜取或遭人未經授權使用；
- (b) 閣下未能收到我們發出表示已接獲及/或執行指示的通知；
- (c) 閣下未能收到確認任何交易的正確書面確認通知；
- (d) 閣下收到我們就已任何指示或交易發出之確認通知，但閣下並未發出或授權發出該指示或交易；或
- (e) 戶口結餘、證券交易或交易紀錄的資料有誤。

我們在實際收到 閣下傳送之指示前，不應被視為已經收到有關指示。

- 32.3 (a) 不論任何情況包括任何疏忽，對於使用或未能使用戶口及我們的服務，或因違背任何保證，因而引起之任何直接、間接、附帶、特殊或衍生之損失或損害，我們(包括，就32.3，32.4及32.5段所指，代理人及其與我們各自之董事、高級人員及僱員，或任何其他涉及創立、作業或運作我們的服務或管理我們之人士)均不負任何責任。
- (b) 此項免責條款須在法例所容許之範圍內方適用。在此情況下，因我們之該作為或不作為所帶來我們之法律責任，應依據適用之法律或規例就有關交易規定之交易日至結算日期間該交易應獲得之利益為限。
- 32.4 閣下 須就我們因下列情況引致之任何及所有損失、損害、費用、收費及任何性質之開支在被要求下向我們作出彌償：
- (a) 閣下未能或延遲履行就本協議或向 閣下提供之保證金信貸之責任下，包括強制執行或保留我們跟本協議有關之權利。
- (b) 我們按本協議履行我們之任何責任或執行其權利或酌情決定權。
- 32.5 不論以上條款有任何其他規定，鑒於我們同意接受 閣下根據第12.2條許可下不時以傳真或其他電子傳送方式向我們發出指示，閣下同意就我們因接受以上所述之指示中有錯漏或掛失或因該指示並非由 閣下正式授權發出而引致之申索、損失、賠償、開支、費用(包括彌償所有法律費用)及責任，而向我們作出彌償。每項彌償(即第32.4及32.5所述)須成為我們與 閣下所簽訂之任何協議(包括本協議)之獨立及各別的彌償。

### 33. 轉讓

本協議惠及我們之繼承人及受讓人(不論是經由合併、購併並或其他方式產生)，且我們可以將我們於本協議的權利或義務或 閣下 的戶口轉讓予我們認為合適的人士而毋需通知 閣下，此外，本協議對於 閣下及 閣下之後嗣、遺囑執行人、遺產管理人、繼承人及受讓人亦具有約束力。

### 34. 可分割性

倘若本協議之任何條文或條款被任何法院、監管機構或團體判定為無效或不能強制執行，則該項判定應只適用於該條文或條款。其餘條文及條款之有效性將不會因此受到影響，而本協議應繼續執行，猶如該無效或不能強制執行之條文或條款並未載於本協議內一樣。

### 35. 規管法律及司法管轄權

本協議及其執行均受香港法律管轄。本協議雙方均接受香港法院之非專屬司法管轄權管轄。

### 36. 客戶身份

- 36.1 我們須在香港證券及期貨事務監察委員會及香港聯合交易所有限公司(統稱「香港監管機構」)要求後兩個工作天內向他們提供我們正代客處理的交易最終涉及的人士以及發出該項交易指示的人士的身份詳情。在特殊市場情況下，有關詳情可能要在作出要求後不久便提供。閣下也可直接向香港監管機構如下述提供所須詳情。
- 36.2 若 閣下代表客戶或其他實質擁有人(以下簡稱為「受益人」)進行交易，不論是否獲受益人全權委託交易，及是否以代理人身份抑或以主事人身份與受益人進行對盤交易，閣下同意就我們接獲香港監管機構查詢的交易而言，閣下須按我們之要求，立即向香港監管機構提供他們要求的有關交易涉及的受益人(或在一對背形式的主事人對主事人交易中，與 閣下交易的人士)、該項交易的最終受益人及或發起有關交易的人士的身份詳情。
- 36.3 若 閣下知悉任何受益人是以作為其本身客戶的中介人的身份進行交易，但 閣下並不知道有關交易所涉及受益人本身客戶的身份、地址、職業及聯絡資料，閣下 確認：
- (a) 閣下須與該受益人作出安排，讓 閣下可按要求立即向該受益人取得上述的資料；及促使取得有關資料；及
- (b) 閣下將按我們就有關交易提出的要求，立即要求發出交易指示的受益人提供所須身份詳情，及在收到有關詳情後立即呈交予香港監管機構，或促使呈交該等詳情予香港監管機構。
- 36.4 閣下確認 閣下並未受任何法律規定阻止 閣下遵守此條，或如 閣下受該等法律限制，則 閣下或受益人(視屬何情況而定)已經放棄該等法律的保障或已經書面同意遵守此條。閣下亦確認 閣下根據此條的責任即使在本協議終止後仍繼續有效。

## 37. 風險披露聲明

### 37.1 適用於所有證券的一般風險披露聲明

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。

### 37.2 有關創業板市場的風險披露聲明

- (a) 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。
- (b) 閣下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。
- (c) 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。
- (d) 假如 閣下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。

### 37.3 保證金買賣的風險披露聲明

藉存放抵押品而為交易取得融資的虧損風險可能極大。閣下所蒙受的虧蝕可能會超過 閣下存放於有關交易商或證券保證金融資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買賣指示，例如“止蝕”或“止蝕限價”指示無法執行。閣下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 閣下未能在指定的時間內支付所需的保證金款額或利息，閣下的抵押品可能會在未經 閣下的同意下被出售。此外，閣下將要為 閣下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，閣下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 閣下。

### 37.4 網上交易的風險披露聲明

我們應採取所有合理及實際可行的措施，以保障經互聯網傳送資料及彼此通訊之安全性。然而，閣下承認由於互聯網的開放特性，我們無法給予完全安全的保證並且任何在網上之交易會因互聯網之交通或不正確之數據傳送而受干擾、傳輸抵制及延遲傳輸影響，對於使用此類傳送及通訊方式之風險須由 閣下承擔。閣下進一步承認經互聯網傳送資訊、指示及通訊可能會有時間上的阻延。

### 37.5 保管、質押、存放或借貸證券的風險披露聲明

- (a) 向我們提供授權書，容許我們按照某份證券借貸協議書使用 閣下的證券或證券抵押品、將 閣下的證券抵押品再質押以取得財務通融，或將 閣下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。
- (b) 假如 閣下的證券或證券抵押品是由我們在香港收取或持有的，則上述安排僅限於 閣下已就此給予書面同意的情況下方行有效。此外，除非 閣下是專業投資者，閣下的授權書必須指明有效期，而該段有效期不得超過 12 個月。若 閣下是專業投資者，則有關限制並不適。
- (c) 此外，假如我們在有關授權的期限屆滿前最少14日向 閣下發出有關授權將被視為已續期的提示，而 閣下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 閣下的授權將會在沒有 閣下的書面同意下被視為已續期。
- (d) 現時並無任何法例規定 閣下必須簽署這些授權書。然而，我們可能需要授權書，以便例如向 閣下提供保證金貸款或獲准將 閣下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 閣下闡釋將為何種目的而使用授權書。
- (e) 倘若 閣下簽署授權書，而 閣下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 閣下的證券或證券抵押品具有留置權或作出押記。雖然我們根據 閣下的授權書而借出或存放屬於 閣下的證券或證券抵押品須對 閣下負責，但我們的違責行為可能會導致 閣下損失 閣下的證券或證券抵押品。
- (f) 大多數持牌人或註冊人均提供不涉及證券借貸的現金戶口。假如 閣下毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金戶口。

### 37.6 無線通訊媒介

- (a) 我們須採取所有合理可行步驟，以保障閣下與我們透過無線通訊媒介(例如WAP手提電話)存送的資料和通訊的安全。然而，閣下知悉並同意絕對保安是無法保證的，而且由於無線通訊媒介的開放性質，任何透過該媒介進行的傳送均有可能因無線通訊媒介的流量或不正確資料傳送而受到被干擾、保安失效、傳送受阻或延遲的影響，閣下須自行承擔採用該種傳送或通訊方式的風險。閣下亦知悉及同意透過無線通訊媒介傳送資料、指示及通訊可能會出現時差，閣下將須承擔與此有關的所有風險。
- (b) 我們對無線通訊媒介採用128位元加密技術。若閣下是手提電話使用者，在進入我們的網站時，須啟動手機的128位元加密功能。若閣下在發出指令或享用服務時，未有啟動128位元加密功能或閣下的手機未能支援此項功能，我們將不會對任何因此而引致或與此有關的損失負責。

### 37.7 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

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。閣下在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見和熟悉該項試驗計劃。閣下應知悉，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。

### 37.8 買賣外國證券包括中國B股的風險

閣下必須先瞭解外國證券買賣的性質以及將面臨的風險，然後方可進行外國證券的買賣。特別是，儘管進陞證券有限公司是聯交所的交易所參與者，外國證券的買賣並不受聯交所所管轄，並且不會受到投資者賠償基金所保障。閣下根據閣下的投資經驗、風險承受能力以及其他相關條件，小心衡量閣下是否適合參與該等買賣及徵求獨立專業意見(如有疑問)。

### 37.9 於場外交易場交易的風險

閣下必須了解場外(「Over-the-Counter」)交易的性質、交易設施及閣下可承擔的風險程度，才可利用場外交易設施進行交易。閣下在場外交易場進行交易須承擔信貸、結算及相關場外交易，包括(但不限於)證券在交易所上市前的交易的其他交易對手風險。我們並不保證相關證券的結算，閣下須承擔閣下及/或閣下的交易對手無法結算所招致的任何虧損或開支。

如個別證券其後無法在交易所上市，在場外交易場執行的交易可能會取消或成為無效。此外，由於在場外交易場交易的流通性相對交易所正規市場時間為低，閣下的指示可能只有部份執行或全部未能執行。此外，在場外交易場交易的波幅亦可能較交易所正規市場時間為高。在場外交易場交易的流通性較低及波幅較高，可能導致個別證券種類的買賣差價較正常開。

在場外交易場交易的證券價格，亦可能與證券在交易所上市後在正規市場時間交易的開市或交易價格出現重大差距。場外交易場顯示的證券價格可能無法反映相同證券於其他同時運作的自動化交易系統交易的價格。發行人發表的新聞公告可能會影響證券在正規市場時間後的價格。同樣地，重要財務資料通常會在正規市場時間以外發表。此等公告可能會在場外交易場進行交易期間發放，並會導致個別證券種類的價格被誇大及產生不能持續的影響。

特別是場外交易市場不受香港交易所監管，除非相關交易的證券在香港交易所上市後正式記錄於香港交易所的交易系統，否則亦不獲投資者賠償基金保障。因此，閣下務須根據閣下的經驗、風險承受能力及其他相關情況，仔細考慮此等交易是否適合閣下，如有疑問應尋求獨立的專業意見。

### 37.10 上市及場外交易衍生產品之風險(包括但不限於高息票據/股票掛鈎票據及認股權證，統稱「衍生產品」)閣下了解並同意：

- (a) 衍生產品通常涉及高度槓桿作用，因此掛鈎證券之價格出現相對輕微的波動會導致衍生產品價格出現不成比例之大幅波動。衍生產品的價值並不穩定，相反卻隨市場多種因素(包括經濟及/或政治環境變化)波動。因此，衍生產品之價格可能相當反覆。
- (b) 除非閣下已準備承受損失投資金額，加上佣金及其他交易費用，否則不應買入衍生產品。
- (c) 當衍生產品未獲行使，而若其掛鈎證券暫停在香港交易所或任何其他相關交易所買賣，衍生產品將如其掛鈎證券，於類似期間暫停買賣。
- (d) 衍生產品的流通量無法預計。衍生產品掛牌不一定會導致流通量比不掛牌高。
- (e) 若市價已觸發換股價，閣下須接受相關的證券(即「正股」)。
- (f) 發行商的實質或預計信用狀況改變，亦可導致衍生產品的價值改變。



- (g) 若有證券拆細、派發紅股或其他引致正股發行數量改變的不可預見的事件，合約的另一方可有酌情權而調整有關條款，以反映市場的新情況。這可能涉及撤銷合約。當有調整時，閣下將獲通知。
- (h) 衍生產品的流通量有限。因市場無法評估產品的價值、釐定價格或衡量風險，閣下或會難以套現或以滿意價錢套現。
- (i) 衍生產品附有效期，交易風險甚高，可導致相當大的損失。投資者買賣衍生產品前，應認識期權市場及有相關經驗。閣下應考慮衍生產品的買賣是否適合閣下財政狀況及投資目標。
- (j) 根據當時市場的條款和細則，產品可能在到期日前被提早終止合約。
- (k) 衍生產品之價值，可能因評級機構(如 Moody's Investors Inc. 或 Standard & Poor's Rating Services)調低評級而下降。
- (l) 發行人可就衍生產品之初級及次級市場與經紀及/或其任何聯繫公司訂立折扣、佣金或收費安排。

37.11 根據證券及期貨事務監察委員會新修訂，為保障投資者的權益，新規定要求客戶在認購交易所買賣的衍生產品時，須對衍生產品的性質和風險有所認識：

### **買賣牛熊證涉及的風險披露聲明**

#### **強制收回**

牛熊證並不適合所有投資者，投資者在買賣牛熊證前應先考慮本身能承受多少風險。在任何情況下，除非投資者清楚明白牛熊證的性質，並已準備好隨時會損失所有投資的金額，否則投資者不應買賣牛熊證，因為萬一牛熊證的相關資產價格觸及回價，牛熊證會即時由發行商收回，買賣亦會終止。N類牛熊證將不會有任何剩餘價值。若是R類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有任何剩餘價值。經紀代其客戶從發行商收回剩餘價值款項時或會收取服務費。

一般來說，收回價與相關資產現價的相差越大，牛熊證被收回的機會越低，因為及相關資產的價格需要較大的變動才會觸及收回價。但同一時間，收回價與現價的相差越大，槓桿作用越少。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。若屬海外資產發行的牛熊證，強行收回事件可能會於香港交易所（下稱「交易所」）交易時段以外的時間發生。

#### **槓桿作用**

由於牛熊證是槓桿產品，牛熊證價格在比例上變幅會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

#### **限定的有效期**

牛熊證有一個固定有效期，並於指定日期到期。有效期可以是3個月至5年不等。若在到期前遭提早收回牛熊證的有效期將變得更短。期間牛熊證的價值會隨著相關資產價格的變動而波動，於到期後或遭提早收回後更可能會變得沒有價值。

#### **相關資產的走勢**

牛熊證的價格變動雖然趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步（即對沖值定等於一）。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

#### **流通量**

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

#### **財務費用**

牛熊證在發行時已把整個年期的財務費用計算在發行價內，雖然當牛熊證被收回時其年期會縮短，持有人仍會損失整筆財務費用。投資者需注意牛熊證推出後，其財務費用或會轉變，流通量提供者在牛熊證推出時未必會根據財務費用的理論值價格開價。

#### **接收回價時的交易**

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，買賣差價可能會較闊，流通量亦可能較低。牛熊證隨時會被收回而交易終止。由於強制收回事件發生的時間與停止牛熊證買賣之間可能會有一些時差。有一些交易在強制收回事件發生後才達成及被交易所參與者確認，但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需要額外小心。發行商會於強制收回事件發生後60分鐘內通知市場確實的收回時間，交易所亦會把於強制收回事件發生後才達成的交易資料發布給有關的交易所參與者，讓他們通知其客戶。若投資者不清楚交易是否在強制回收事件後才達成或否被取消，應查詢經紀。

#### **海外資產發行的牛熊證**

以海外資產發行的牛熊證，其價格及結算價均由外幣兌換港幣計算，投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求釐定，其中牽涉的因素頗多。

若屬海外資產發行的牛熊證，強制收回事務可能會於交易所交易時段以外的時間發生。有關的牛熊證會於下一個交易時段或發行商通知交易所強制收回事務發生後盡快停止在交易所買賣。強制收回事務發生後，AMS/3 不設自動停止機制。若屬 R 類牛熊證。剩餘價值會根據上市文件於訂價日釐定。

### **買賣衍生權證涉及的風險披露聲明**

買賣衍生權證涉及高風險。並非人皆適合。投資者買賣衍生權證前必需清楚明白及考慮以下的風險：

#### **發行商風險**

衍生權證持有人是衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權。

#### **槓桿風險**

衍生權證價格通常低於相關資產價格，但衍生權證價格升跌的幅度遠較相關資產為大。雖然投資衍生權證的潛在回報可能比投資相關資產為高，但在最惡劣的情況下衍生權證價格可跌至零，投資者可能會損失所有資產金額。

#### **非長期有效**

與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時如非價內權證，則不會有價值。

#### **時間遞耗**

若其他因素不變，衍生權證的時間值會隨時而遞減，投資者絕對不宜把衍生權證作為長線投資工具。

#### **波幅**

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

#### **市場力量**

除了決定衍生權證理論價格的基本因素外，衍生權證價格也受衍生權證本身在市場上的供求情況影響，尤其是當衍生權證在市場上快將售罄的時候或發行商增發衍生權證時。

#### **成交額**

衍生權證成交額高不應被認為其價值會上升。除了市場力量外，衍生權證的價值還受其他因素影響，包括相關資產價格及波幅、剩餘到期時間、利率及預期股息。

### **投資交易所買賣基金的風險披露聲明**

#### **市場風險**

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

#### **追蹤誤差**

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

#### **以折讓或溢價交易**

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

#### **外匯風險**

若投資者所買賣結構性產品的相關資產並以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

#### **流通量風險**

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

#### **交易所買賣基金的不同複製策略涉及對手風險**

##### **(a) 完全複製及選具代表性樣本策略**

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

(b) 綜合複製策略

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

i. 以掉期合約構成

總回報掉期(total return swaps)讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產；

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

ii. 以衍生工具構成

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

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

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。投資者是否了解並能審慎評估不同的交易所買賣基金結構及特色會有任何影響極為重要。

### **買賣股票掛鈎票據的風險披露聲明**

#### **承受股本市場風險**

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

#### **賠本可能**

如正股價變動與投資者事前看法背馳，即可能要蝕掉部分甚至全部本金。

#### **價格調整**

投資者應注意，正股因派股而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鈎票據到期的償付情況。投資者亦應注意，發行人可能會由於正股的公司行動而對票據作出調整。

#### **利息**

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

#### **準孳息計算**

投資者應向經紀查詢買賣股票掛鈎票據以及票據到期時因收到款項或正股而涉及的費用。香港交易所發佈的準孳息數字並無將這些費用計算在內。

#### **閣下亦瞭解並同意：**

(a) 閣下自行處理 閣下之戶口，而 閣下因應本身之情況在買賣衍生產品前作出獨立決定；及

(b) 我們提供之任何資料及/或我們或我們之職員就衍生產品或任何其他產品之條款及細則作出之解釋，不應等同於購買衍生產品或任何其他產品之投資意見或建議。

37.12 提供代存郵件或將郵件轉交第三方的授權書的風險

假如 閣下 向我們提供授權書，允許代存郵件或將郵件轉予第三方，那麼 閣下 便須盡速親身收取所有關於 閣下 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。

37.13 在香港以外地方收取或持有的客戶資產的風險

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《證券及期貨條例》(第571 章)及根據該條例制訂的規則可能有所不同。因此，有關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。

38. 買賣衍生產品之確認聲明

閣下聲明 閣下及/或任何向我們購買及/或透過戶口處理之衍生產品或其他產品(包括但不限於股票高息票據)(「該產品」)的受益擁有人(各人均是「該產品的持有人」)概不是：

- (a) 任何美國人士(根據已修改之1933年美國證券法(「證券法」)內第S條例之辭彙釋義)，或任何於美國境內的人士(根據證券法內第S條例之辭彙釋義)；
- (b) 英國境內任何人士；
- (c) 日本居民；或
- (d) 任何受限制買賣該產品的其他人士。

閣下 須以書面即時通知我們有關該產品持有人地位之任何改變。除非我們收到有關任何更改之書面通知，否則我們可完全信賴閣下 在此所給予之聲明及確認作一切用途。

#### 39. 中英文版本之據觸

在本協議之條文之中英文版本有抵觸時，則以英文版本為準。

#### 40. 客戶之確認

- (a) 若 閣下為進陞證券有限公司的戶口持有人，閣下確認及同意，若我們之失誤而導致 閣下因而蒙受損失，根據證券及期貨條例成立之賠償基金的責任將限於基金所提供之限度。
- (b) 若 閣下將證券存於我們，或根據協議買入證券並於香港以外持有，閣下便不能享有香港法例給予該等證券的同等保障，以及不能享有如同在香港持有該等證券的相同權利。
- (c) 閣下確認已閱讀並接受本協議之條款(包括風險披露聲明及有關衍生產品的確認聲明)，而本協議之條款亦已經以 閣下所理解之語言向 閣下解釋。閣下亦確認已獲邀請閱讀風險披露聲明、提出問題及徵求獨立意見(如 閣下有此意願)，而 閣下完全明白所涉及的風險及準備接受該等風險。

申請人簽署：



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客戶簽署

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客戶姓名 (以正楷填寫)

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見證人簽署

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見證人姓名

日期：

#### 持牌人的聲明

本人乃持牌人，謹此聲明經已於下述日期 (a) 按照客戶選擇的語言向客戶提供此客戶協議(包括風險披露聲明書)之副本； (b)向客戶全部清楚解釋此客戶協議的內容(包括風險披露聲明書及 (如適用)任何授權書之目的)；及 (c) 邀請客戶閱讀此客戶協議，提出問題及徵求獨立的意見(如客戶有此意願)。

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簽署

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姓名(以正楷填寫)

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CE 編號

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日期

此等證券保證金信貸條款為 閣下跟進陸證券有限公司（以下簡稱「我們」）訂立之客戶協議之補充條件及條款。於客戶協議的定義的詞語在此將具相同的意義。

除非我們另有書面同意，我們按 閣下所要求而向 閣下不時提供的任何保證金信貸（以下簡稱「保證金信貸」）須受下述之條件及條款（以下簡稱「該協議」）約束：

- (a) 閣下授權我們以 閣下的名義開立及維持一個或多個戶口，透過該等戶口向 閣下提供保證金信貸（以下簡稱「保證金信貸戶口」）。就該(些)保證金信貸戶口，我們只可提供認購新發行之股票、取得上市及/或非上市證券或繼續持有(如若適用) 該等證券的財務通融。我們獲授權從保證金信貸中提取 閣下就任何 閣下的交易欠付我們的金額。閣下將不能根據此信貸安排提取款項，除非得到我們同意。
- (b) 我們在任何時間有凌駕權隨時要求還款。我們並且有酌情權就不時可供借貸的保證金信貸金額訂明限制。我們可於任何時間終止保證金信貸而毋需向 閣下發出事先通知。
- (c) 閣下須遵守自我們就保證金信貸而不時需要 閣下提供因保證金及抵押而訂明的所有規定，包括但不限於 閣下或其他人士須要簽署由我們不時要求的抵押及相關檔。閣下將獲不時告知該等要求，但該等要求可在任何時間毋需事先通知作出更改。
- (d) 在所有有關時間內，保證金及抵押的形式及價值均必須令我們滿意，閣下方可提取保證金信貸，閣下並且須要依據我們不時訂立的程序提取保證金信貸。
- (e) 閣下須就保證金信貸的任何欠款支付按每日欠款金額逐日計算的利息（及因欠繳而須支付的利息），利率及支付方式由我們不時決定並通知 閣下。
- (f) 如 閣下在我們開立的任何現金戶口有借方結餘而 閣下同時持有保證金信貸戶口，計算應繳利息時將會結合兩個戶口的借方結餘，而利息將會記錄在保證金信貸戶口內。
- (g) 閣下須依據我們隨時及不時要求的形式及價值及時間內，存入符合我們要求的初步保證金及/或額外保證金。我們保留在我們認為適當時修改任何保證金規定的權利。閣下必須不時向我們查詢當時適用的保證金規定。
- (h) 如果 閣下未能遵守任何保證金追收通知或未能遵守本協定中的任何條款，我們即有權以任何方法並毋須通知 閣下代 閣下就任何或所有於保證金信貸戶口的證券進行交易平倉或斬倉。
- (i) 閣下須就我們隨時作出之要求清償所有保證金信貸的本金及利息，但此條項不會妨礙 閣下就保證金信貸向我們提供的任何抵押文件賦予我們的權利、權力及補償。
- (j) 保證金信貸欠款可以隨時清償。在具備可動用金額的情況下及在本協定條款約束下，已清償的數額可以再借。
- (k) 鑒於我們向 閣下 提供及不時提供保證金信貸， 閣下 以實益擁有人身份把 閣下 就每個戶口包括所有證券、在任何時候因贖回、紅利、優先權、期權或其他情況產生或積累之股息、利息、股票、股份、權益、金錢或財產享有的所有權利、業權及權益抵押予我們以作為保證，直至完全清償 閣下 就保證金信貸虧欠我們的所有欠款(不論實際的或或有的)，包括應繳利息及我們因執行及保護本協定賦予我們的權利而引致的所有的合理支出(合稱「抵押款項」)。
- (l) 除非及直至被推翻，在任何時候由我們任何獲授權人員簽署給 閣下的欠款證明書將構成抵押款項數額的最終證據。
- (m) 沒有我們的同意下，任何保證金信貸戶口內任何數額均不得發放、提取或以其他方式處理任何數額。
- (n) 上述第(k)條項的抵押屬是一項持續及額外抵押，並可以執行而不受任何我們就保證金信貸持有的其他抵押影響。任何對合併抵押的權利的限制均不適用於本抵押。如果在上述第(h)條所指的任何情況發生，我們即有權執行本抵押，並且可以在未有向 閣下 發出要求、通知、法律程式或採取任何其他行動的情況下，保留或運用在所有或任何保證金信貸戶口內的全部或任何部份資產及/或 閣下在我們開立的所有或任何其他戶口內任何貸方結餘(不論任何貨幣單位)，清償抵押款項，而我們就因該保留或運用所引致的任何損失毋須負責。
- (o) 如果我們因任何與無償債能力、破產或清盤有關的法律或任何其他的原因須要歸還就 閣下因抵押款項已向我們支付的任何款項，我們有權執行本協定，猶如該等款項從未支付一樣。
- (p) 如果 閣下針對任何保證金信貸戶口或對其任何部份製造或意圖製造任何抵押(不論固定或浮動)，或如果任何人士針對任何保證金信貸戶口或對其任何部份實施或意圖實施任何形式的法律程式，根據上述第(k)條項下的抵押，如在任何程度上該保證金信貸戶口可能成為一項浮動抵押，我們即毋須通知 閣下並自動及即時在有關情況出現時作為一項固定抵押般運作。

(q) 我們茲獲 閣下授權在任何時間在毋須事先通知 閣下：-

- (i) 依根據證券借貸協定運用 閣下戶口(包括保證金信貸戶口內之證券)；
- (ii) 將 閣下任何保證金信貸戶口內之證券存放於認可財務機構作為對我們提供的財務融通的抵押品；
- (iii) 將 閣下任何保證金信貸戶口內之證券存放於認可結算所或另一持牌或註冊進行證券交易的仲介人作為解除及抵償我們履行義務及責任的抵押品。

本第(q)段所載的授權期限應由本協定訂立日起計至本年十二月三十一日，並可按適用法例、法規及操守準則的要求於授權的期限屆滿時重續或被視為重續，每次另續十二個月。若 閣下已解除所有欠付我們的責任，閣下可向我們發出不少於5個工作天的事先通知取消此授權。

(r) 就我們為保證金信貸戶口所保管之任何證券，我們可酌情：-

- (i) 以 閣下之名義登記；
- (ii) 以我們或我們有聯繫實體(定義見證券及期貨條例)之名義登記；或
- (iii) 存放於我們之銀行或提供安全保管設施之任何其他合適並為適用法律或法規所允許之機構指定戶口內保管。

(s) 閣下不可撤回地委任我們為 閣下的受權人，毋須知會 閣下亦毋須得到 閣下同意，以 閣下的名義及代表 閣下(不論作為閣下的行為或以其他方式)就全面行使本協定賦予我們的所有或任何權力及權利簽署我們認為適當的所有文件及採取我們認為適當的所有行動。閣下並且須在我們要求時，就行使本協定賦予我們的權力及權利簽署我們認為適當的文件及採取我們認為適當的行動。

(t) 就抵押款項向我們支付的任何款項可以運用以清償抵押款項，或存放在任何我們決定的戶口以求保護我們的權利或就全部抵押款項提出債權證明。

(u) 我們可以隨時及/或繼續就任何現有戶口及以 閣下的名義開立新戶口，而涉及該等新戶口的交易、收款或付款均不應影響閣下的責任。

(v) 閣下確認已詳閱並同意本協定的條款，而且該等條款已經以 閣下明白的語言向 閣下解釋。閣下亦確認已獲邀請閱讀載於客戶協議的風險披露聲明、提出問題及徵求獨立意見(如 閣下有此意願)，而 閣下完全明白所涉及的風險及準備接受該等風險。

(vi) 本附件構成客戶協議的部份。

申請人簽署：



客戶簽署

客戶姓名(以正楷填寫)

見證人簽署

見證人姓名

日期：

持牌人的聲明

本人乃持牌人，謹此聲明經已於下述日期 (a) 按照客戶選擇的語言向客戶提供此保證金信貸及保證金規定條款之副本； (b)向客戶全部清楚解釋此保證金信貸及保證金規定條款 (包括載於客戶協議的風險披露聲明書及 (如適用)任何授權書之目的); 及 (c)邀請客戶閱讀此保證金信貸及保證金規定條款，提出問題及徵求獨立的意見(如客戶有此意願)。

簽署

姓名(以正楷填寫)

CE 編號

日期

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| Document Check List  |             |           |
|--|-------------|-----------|
| 1) HK ID/ Passport Copy (Main Holder) <input type="checkbox"/> Yes <input type="checkbox"/> No<br>2) Address Proof (latest 3 months) or <input type="checkbox"/> Yes <input type="checkbox"/> No    [exemption of Address with Name Card <input type="checkbox"/> Yes <input type="checkbox"/> No]<br>3) HK ID/ Passport Copy (Joint A/C Holder or Authorized Trading Person) <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4) Other Supporting (if any) for approving Credit or Trading limit <input type="checkbox"/> Yes <input type="checkbox"/> No<br>5) Employer Consent Letter obtained (if applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No<br>6) Remarks: _____ |             |           |
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| Name   | Position    | Signature |
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| Account Opening Approval   |             |           |
| Approved by  | Position    | Signature |
| Remarks  |             | Date      |