

## 條款及細則

### Terms and Conditions

#### 1. 定義和詮釋

##### 1. Definitions and Interpretation

1.1 定義：於此等條款內，除非文義另有所指，下列詞語具有以下涵義：

1.1 Definitions: In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

「帳戶」指以客戶名義於本公司或其關聯公司不時開立和維持的任何一個或多個任何性質的帳戶，包括但不限於證券帳戶和基金帳戶，無論以何種方式整合或分隔，取得服務及/或進行交易，該等帳戶可能不時被重新指定、重新編號、重新安置或以其他方式修改；

"Account" means any one or more accounts of any nature, including without limitation the Securities Accounts and Fund Accounts, howsoever integrated or separated, from time to time opened and maintained in the name of the Client with the Company or any of its Affiliates through which the Client may obtain services and/or effect Transactions, as the same may be re-designated, re-numbered, re-located or otherwise modified from time to time;

「開戶表格」指客戶不時按本公司規定或接納之形式填妥的任何及所有開戶表格、客戶資料表格及文件，包括與任何開戶表格或文件相關或隨附的任何附註和聲明，這可能按照本協議不時作出修訂；

"Account Opening Form" means any and all account opening forms, client information sheets and documents completed by the Client from time to time in such form as the Company may prescribe or accept including any notes and statements relating to or accompanying any account opening form or document, as may be amended from time to time in accordance with the Agreement;

「關聯公司」就任何一方而言，指直接或間接控制該方、與該方受到共同控制的個人、法團、合夥或任何其他形式的實體，或該等實體的任何董事、高級職員或僱員。就一家公司而言，一名人士如符合以下說明，即屬「控制」該公司：(a) 該公司或其母公司的董事慣常按照該人士的指示或指令行事；或 (b) 該人士單獨或連同任何有聯繫者有權於該公司或其母公司股東大會上行使或控制行使 25% 以上的投票權；

"Affiliate" means, in relation to a party, an individual, corporation, a partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities' directors, officers or employees. A person is in "control" of a company, if: (a) it is in accordance with such person's directions or

instructions that the directors of the company or of another company of which it is a subsidiary are accustomed to act; or (b) such person, either alone or with any Associate, is entitled to exercise, or control the exercise of, more than 25% of the voting power at general meetings of the company or of another company of which it is a subsidiary;

「協議」包括此等條款、此等條款之附件、開戶表格及其他文件；

"Agreement" comprises these Terms, the appendices to these Terms, the Account Opening Form, and the Miscellaneous Documents;

「反洗錢條例」指《打擊洗錢及恐怖分子資金籌集條例》（香港法例第 615 章）；

"AMLO" means the Anti-Money Laundering and Counter- Terrorist Financing Ordinance (Cap. 615, Laws of Hong Kong);

「適用法規」指香港或其他地方本公司或該等人士受其規限的任何監管機構、稅務機構、政府機構、交易所、結算所、結算系統或專業團體的任何法律、規例或指令，或任何規則、指示、指引、守則、常規、程序或慣例（不論是否具有法律效力）；

"Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, practice, procedure or custom (whether or not having the force of law) of any regulatory authority, tax authority, governmental agency, Exchange, Clearing House, Clearance System or professional body in Hong Kong or elsewhere to which the Company or such other person (as the case may be) is subject;

「有聯繫者」就任何人士而言，指：(i) 其配偶、公認配偶、與該人士同居儼如配偶的人、兄弟、姊妹、父母、繼父母、子女（親生的或領養的）或繼子女（「家屬權益」）；(ii) 在以其本人或其任何家屬權益為受益人（或如屬全權信託，則指全權託管的對象）的任何信託中，具有受託人身份的受託人；及 (iii) 其本人及 / 或其家屬權益直接或間接擁有股本權益的任何公司，而他們所合共擁有的股本權益足以讓他們在股東大會上行使或控制行使 25% 以上的投票權，或足以讓他們控制董事會大部份成員，以及上述公司的任何附屬公司或控權公司或其控權公司的附屬公司；

"Associate", in relation to any person, means: (i) his spouse, reputed spouse, person cohabiting with him as a spouse, his brother, sister, parent, step-parent, child (natural or adopted) or step-child ("family interests"); (ii) the trustees, acting in its capacity as such trustees, of any trust of which he or any of his family interests is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in the equity capital of which he and/or his family interests taken together are directly or indirectly interested so as to exercise or control the exercise of more than 25% of the voting power at general meetings, or to control the composition of a majority of the board of directors and any other company which is its subsidiary or holding company or a fellow subsidiary of any such holding company;

「授權人士」對個人客戶而言，指該客戶及開戶表格中指明為授權人士的任何人士，對公司客戶而言，則指開戶表格中指明為授權人士的任何人士，而在兩種情況下均包括由客戶不時以書面聲明通知本公司的受委任替換或增補授權人士的任何其他人士，上述委任由本公司實際收到通知時起生效；

"Authorized Person(s)" means, in the case of an individual Client, the Client and any person specified as such in the Account Opening Form, or, in the case of a corporate Client, any person specified as such in the Account Opening Form, and in either case such other person(s) appointed in substitution therefor or in addition thereto and notified in writing to the Company by the Client from time to time and such appointment shall be effective from the time of actual receipt of such notification by the Company;

「營業日」指香港公司辦公的日子（星期六及星期日，以及香港於上午九時正至下午五時正任何時間懸掛黑色暴雨警告或八號或以上颱風訊號的日子除外）

"Business Day" means a day (other than Saturday and Sunday and a day on which a black rainstorm warning or a number 8 or higher typhoon signal is hoisted at any time between 9:00 a.m. and 5:00 p.m. in Hong Kong) on which the Company is open for business in Hong Kong;

「中央結算系統」指香港結算營運的中央結算及結算系統；

"CCASS" means the Central Clearing and Settlement System operated by HKSCC;

「結算系統」就任何市場而言，指不時用於進行證券或合約交易的交易結算系統（包括中央結算系統、衍生工具結算系統及場外衍生產品結算系統）；

"Clearance System", in relation to any Market, means the clearance system (including CCASS, DCASS and OCASS) from time to time used in connection with Transactions in which Securities or Contracts are traded;

「結算所」就任何市場而言，指不時為有關買賣的任何證券或合約提供結算及／或交收服務的實體（包括香港結算、聯交所期權結算所、香港期貨結算、場外結算公司及場外結算成員）；

"Clearing House", in relation to any Market, means the entity (including HKSCC, SEOCH, HKCC, OTC Clear and OTC Clearing Members) which provides clearing and/or settlement services from time to time for any Securities or Contracts traded;

「客戶」或「你」或「閣下」指已按此等條款規定開立及維持帳戶(以其名義)的人士，並且在文義許可的情況下包括授權人士。「你的」須據此解釋；及 (a) 在客戶是自然人的情況下，不論他是否破產，應包括其本人、其遺產代理人、財產接管人或信託人；(b) 在客戶是獨資經營機構的情況下，不論他是否破產，應包括獨資經營者、其遺產代理人、財產接管人或信託人、以及該商號的繼任者；(c) 在客戶是合伙經營的情況下，不論他是否破產，應包括於維持帳戶期間不時擔任該商行合夥人之合夥人，以及其各自之其遺產代理人、財產接管人或信託人、以及該商號的繼任者；及 (d) 在客戶是公司的情況下，應包括該公司、及其繼任者和受讓人；

"Client" or "you" means the person who has opened and maintains an Account (in its own name) in accordance with the provisions of these Terms, and shall include the Authorized Person(s) where the context permits. "Your" shall be construed accordingly. And:- (a) in the case of an individual, the Client shall include the individual and its personal representatives, receivers or trustees whether in bankruptcy or otherwise; (b) in the case of a sole proprietorship, the Client shall include the sole proprietorship itself and its personal representatives, receivers or trustees whether in bankruptcy or otherwise and the successors to the business; (c) in the case of a partnership firm, the Client shall include all the partners of the partnership from time to time and their respective personal representatives, receivers or trustees whether in bankruptcy or otherwise and the successors to the business; and (d) in the case of a company, the Client shall include the company itself, its successors and assigns;

「操守準則」指由證監會發出，並可不時被修訂或替代的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

"Code" means the Code of Conduct for Persons Licensed by or Registered with the SFC issued by the SFC, as amended and substituted from time to time;

「押記資產」指：(a) 不時在帳戶內的一切投資產品、應收帳項、款項及任何其他財產；(b) 客戶現在或將來由本行管有、保管或控制或（倘適用）由本公司、其任何代名人或附屬公司或聯營公司不時管有、保管或控制及作任何用途的一切其他資產、應收帳項、款項及任何財產；(c) 所有附加或替代的投資產品；以及 (d) 以上任何一項或與其有關並透過贖回、紅利、優先、選擇或其他形式於任何時間累計或提供的一切已付或應付股息、利息、權利、權益、款項或財產；

"Charged Assets" means: (a) all Investment Products, receivables, monies and any other property in the Account from time to time; (b) all other Investment Products, receivables, monies and property of the Client which are now or shall in the future come into the possession, custody or control of the Company or any of its nominee or Affiliate or associated company for any purpose whatsoever; (c) all additional or substituted Investment Products; and (d) all dividends, distributions or interest paid or payable, rights, interests, monies, entitlements, other payments or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any of the above;

「抵押品」指任何：(a) 客戶在本協議下創建的產權負擔；及 (b) 客戶授予的其他現存或未來的產權負擔，有利於本公司及/或其關聯公司以確保的支付或清償債務；

"Collateral" means any: (a) Encumbrance created by the Client under the Agreement; and (b) other existing or future Encumbrance granted by the Client, in favour of the Company and/or its Affiliates to secure the payment or discharge of the Liabilities;

「商品」指香港期交所規則界定的商品及／或本公司就本協議而言接納的任何商品，不論是否能夠交付，包括但不限於農業商品、金屬、貨幣、股份、利率、指數（不論股市指數或其他）或其他金融合約、能源、權利或權限，而如文義所指，包括上述任何一項的合約，而「多種商品」將按此詮釋；

"Commodity" means a commodity as defined under the HKFE Rules and/or any commodity acceptable to the Company for the purposes of the Agreement whether or not capable of being delivered, including without limitation agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority, and where the context requires includes a Contract in respect of any of the above, and "Commodities" shall be construed accordingly; 「本公司」或「我方」指諾亞控股(香港)有限公司(中央編號 AYC880)，一間在香港註冊成立並獲香港證監會許可從事第一類(證券交易)、第四類(就證券提供意見)及第九類(提供資產管理)等受規管活動的公司，及其繼任者和受讓人，包括(如文義所指)其代理、代名人、代表、主管人員及僱員。「我方的」將按此詮釋；

"Company" or "us" or "we" means Noah Holdings (Hong Kong) Limited (CE No. AYC880), a company incorporated in Hong Kong and licensed by the SFC to carry on types 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities, and its successors and assigns including, where the context requires, its agents, nominees, representatives, officers and employees. "Our" shall be construed accordingly;

「複雜產品」具有操守準則所賦予之含義；

"Complex Products" has the meaning given to it in the Code;

「衍生工具結算系統」指香港期交所結算所和聯交所期權結算所營運的衍生產品結算及交收系統；

"DCASS" means the Derivatives Clearing and Settlement System operated by the SEOCH;

「短欠」指任何帳戶不時的負結餘，不論以任何方式及不論如何產生；

"Deficit" means the negative balance in any Account whatsoever and howsoever arising from time to time;

「解散」，就一名人士而言，亦包括該名人士解散、結業、清盤或破產，以及根據註冊成立、成立、或駐在或經營業務或擁有資產的任何司法管轄區法律進行的任何同等或類似程序，而「已解散」將按此詮釋；

"Dissolution" of a person also includes the dissolution, winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, or resident or carries on business or has assets and "dissolved" shall be construed accordingly;

「電子服務」指本公司為向客戶提供服務之目的而提供的任何電腦或電子服務、系統或設施(包括但不限於本公司網站及應用程式上的交易服務)，包括但不限於使客戶能在香港或其它地方發出執行交易的電子指示及接收資訊及通訊的服務；

"Electronic Services" means any computer or electronic services, systems or facilities (including without limitation the website of the Company and algorithmic trading services) made available by the Company for the purpose of providing

its services to the client, including without limitation such services that enable the Client to issue electronic Instructions for Transactions and to receive information and communications, whether in Hong Kong or elsewhere;

「違約事件」指本協議中描述的任何事件，包括但不限於第 21.1 條（違約）所列的任何事件；

"Event of Default" means any event described as such in the Agreement, including without limitation, any of the events listed in Clause 21.1 (Default) ;

「交易所」，就任何市場而言，指進行投資產品買賣的交易所；

"Exchange", in relation to any Market, means the exchange on which Investment Products are traded;

「交易所買賣衍生產品」，指屬於香港或證監會不時指定的司法管轄區的交易所內買賣的衍生產品的複雜產品；

"Exchange-traded Derivative Products" means Complex Products which are derivative products traded on an exchange in Hong Kong or in a jurisdiction specified by the SFC from time to time;

「金融糾紛調解中心」指金融糾紛調解中心有限公司;

"FDRC" means Financial Dispute Resolution Centre Limited;

「基金」涵義見附件 II 中相關規定；

"Fund" has the meaning as described in the Appendix II;

「基金帳戶」指於本公司開設以主要用作申請、認購、轉換、轉讓、贖回或出售任何基金中的任何單位以及處理任何相關收益或款項（不時由客戶指示本公司執行）的帳戶

"Fund Account" means an Account with the Company primarily for the purchase, subscription, switching, transfer redemption or sale of any unit in any Fund, and dealing with any related proceeds or moneys as the Client may from time to time instruct the Company to effect;

「香港交易所」指香港交易及結算所有限公司；

"HKEx" means the Hong Kong Exchanges and Clearing Limited;

「香港結算」指指香港中央結算有限公司（香港交易所全資子公司）以及其繼任人和受讓人，包括，如文義所指，其代理、代名人、代表、主管人員及僱員；

"HKSCC" means the Hong Kong Securities Clearing Company Limited (a wholly-owned subsidiary of HKEx) and its successors and assigns including, where the context requires, its agents, nominees, representatives, officers and employees;



「香港」指中國香港特別行政區；

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

「香港監管機構」指聯交所（包括有關結算所）、香港期交所（包括有關結算所）、證監會、香港金融管理局及／或於香港對本公司或交易擁有司法管轄權的任何其他監管機構；

"Hong Kong Regulators" means the SEHK (including the relevant Clearing House), SFC, the Hong Kong Monetary Authority and/or any other regulator in Hong Kong having jurisdiction over the Company or the Transactions;

「指示」指任何由客戶或任何授權人士以任何方式（包括但不限於口頭、電話、傳真、電郵、互聯網或任何其他電子方式（包括通過電子服務）或任何書面形式）給予或傳達予本公司的授權、要求、申請、指示或指令（以任何形式及任何方式發送），或者是本公司合理地認為是客戶的授權、要求、申請、指示或指令，並包括任何撤銷、駁回或修改任何過往的授權、要求、指示或指令的授權、要求、指示或指令；

"Instruction" means any authorisation, request, application, instruction or order (in whatever form and howsoever sent) given or transmitted to the Company by the Client or any Authorized Person via whatever means (including but not limited to oral, phone, fax, email, internet or any other electronic means (including via the Electronic Services) or any written form) or which the Company reasonably believes to be the authorisation, request, application, instruction or order of the Client or any Authorized Person, and includes any authorisation, request, application, instruction or order to revoke, ignore or vary any previous authorisation, request, application, instruction or order;

「投資者賠償基金」指根據《證券及期貨條例》第 236 條成立的投資者賠償基金；

"Investor Compensation Fund" means the Investor Compensation Fund established under section 236 of the SFO;

「投資諮詢服務」指本公司就任何投資產品不時向客戶提供的任何投資意見或資產策略配置建議；

"Investment Advisory Services" means any investment advisory or strategic asset allocation advice provided by the Company to the Client from time to time in connection with any Investment Products;

「投資產品」指證券及其他金融或投資產品（不論如何描述）；

"Investment Product" means Securities and any other financial or investment product howsoever described;

「負債」指客戶有關任何帳戶及本協議欠負、結欠本公司或其任何關聯公司或有聯繫公司或產生的所有款項、債項、負債及義務，不論實際或或然，現在或未來、當事或附帶、有抵押或無抵押，或客戶於任何帳戶或不論以任何方式或貨幣成為或可能向本公司負責（不論作為主要債務人或保證人，亦不論單獨或聯同任何其他人士，及以任何名義、身份、形式或格式），包括因貨幣、股票經紀、保證金證券交易及其他金融交易產生的所有金錢義務，連同利息（由適用到期日起或在其他情況下，由請求日期起至本公司全數接獲實際及無條件付款日期（包括該日在內））、法律費用及本公司或其任何關聯公司或有聯繫公司有關該款項、負債及義務產生

的所有其他成本、收費及開支（包括但不限於收回或嘗試收回該款項、債項、負債及／或義務或強制執行本公司在本協議下的權利及權力索償產生的任何匯兌虧損及開支）；

"Liabilities" means all monies, indebtedness, liabilities and obligations, whether actual or contingent, present or future, primary or collateral, secured or unsecured, now or from time to time due, owing or incurred from or by the Client to the Company, or any of its Affiliates or associated companies in connection with any Account or the Agreement or for which the Client may otherwise be or become liable to the Company, in any manner or currency whatsoever (whether as principal debtor or surety and whether alone or jointly with any other person and in whatever name, capacity, style or form), including all pecuniary obligations arising out of currency, stock broking, margin Securities trading and other financial transactions, together with interest (from the applicable due date or otherwise the date of demand up to and including the date on which the Company receives actual and unconditional payment in full), legal costs and all other costs, charges and expenses incurred by the Company, or any of its Affiliates or associated companies in connection with such monies, indebtedness, liabilities and/or obligations (including without limitation any foreign exchange losses and expenses incurred in the recovery or attempted recovery of such monies, indebtedness, liabilities and/or obligations or the enforcement of the Company's rights and powers under the Agreement);

「登錄識別碼」指為接達電子服務而與密碼結合使用的某些資訊；

"Login Identifiers" means certain information which is used in conjunction with the Passwords in order to gain access to the Electronic Services;

「金錢收益」指不論如何描述的金錢收益，包括第 13 條（金錢收益和非金錢收益）中載明的任何該等金錢收益，以及本公司不時更詳細地列明的金錢收益；

"Monetary Benefits" means monetary benefits howsoever described, including any such monetary benefit set out in Clause 13 (Monetary and Non-monetary Benefits), and as may be more particularly set out by the Company from time to time;

「市場」指場外市場或任何交易所、適用交易商協會或本公司為投資產品提供的任何市場，不論於香港或境外；

"Market" means over-the-counter market or any market for Investment Products provided by any Exchange, applicable association of dealers or corporation, whether within or outside Hong Kong;

「重大不利影響」指以下各項發生的重大不利影響：(a) 客戶整體的業務，運營，財產，財務及其他狀況或發展前景；或 (b) 客戶履行其在本協議或其與公司或其任何關聯公司簽訂的任何其他協議項下義務的能力；(c) 任何該等協議的有效性、合法性或可執行性，或本公司在該等協議項下的權利；或 (d) 客戶根據該等協議授予的任何抵押的有效性、合法性或可執行性，或任何該等抵押的優先權和排序；



"Material Adverse Effect" means a material adverse effect on: (a) the business, operations, property, condition (financial or otherwise) or prospects of the Client taken as a whole; (b) the ability of the Client to perform its obligations under the Agreement or any other agreement it has with the Company or any of its Affiliates; (c) the validity, legality or enforceability of any such agreement, or the rights of the Company under such agreements; or (d) the validity, legality or enforceability of any security granted by the Client under such agreements or the priority and ranking of any such security;

「其他文件」指客戶或本公司就有關本協議產生或預計進行的任何事宜簽署、接納或向另一方發出的表格、函件、通知、結單、確認書及其他文件，以不時經修訂或補充者為準；

"Miscellaneous Documents" means the forms, letters, notices, statements, confirmations and other documents signed, accepted or given by the Client or the Company to the other party in connection with any matter arising from or contemplated by the Agreement, as may be from time to time amended or supplemented;

「密碼」指客戶密碼以及與登錄識別碼結合使用的其他加密和安全措施，以使客戶能夠接達電子服務；

"Passwords" means the Client's password(s) and such other encryption and security measures used in conjunction with the Login Identifiers, in order to gain access to the Electronic Services;

「個人資料(私隱)條例」指《個人資料(私隱)條例》(香港法例第486章)及根據該條例作出的所有附屬法例、規則、守則和指引；

"PDPO" means the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) together with all subsidiary legislation, rules, codes and guidelines made thereunder;

「中國」指中華人民共和國；

"PRC" means the People's Republic of China;

「專業投資者」具有證券及期貨條例附表1第1部第1條所賦予之含義；

"Professional Investor" has the meaning given to it in section 1 of Part 1 of Schedule 1 to the SFO;

「購買力」具有第2.10條(購買力)所賦予之含義；

"Purchasing Power" has the meaning given to it in Clause 2.10 (Purchasing Power);

「人民幣」指中國的法定貨幣；

"RMB" or "Renminbi" means the lawful currency of the PRC;

「規則」，就任何市場而言，指有關交易所、結算所或結算系統的一般規則、運作程序及其他適用規則、慣例、常規、程序及規例，以及其不時之修訂或補充；

"Rules", in relation to any Market, means the general rules, operational procedures and other applicable rules, customs, practices, procedures and regulations of the relevant Exchange, Clearing House or Clearing System, as may be amended or supplemented from time to time;

「證券」指 (a) 證券及期貨條例所界定的證券；及／或 (b) 任何機構（不論已註冊成立或 非註冊成立）或任何政府機構不論任何形式或如何發行於市場買賣及就本協議獲本公司接納的任何股份、股票、債權證、借貸股份、基金、債券、票據、單位信託、場外 交易衍生產品、存款證或其他商業票據或證券或其他類似工具，並且按本公司的絕對 酌情權，可包括(i)上述任何一項的權利、選擇權或權益（不論以單位或其他方式說明）； (ii) 上述任何一項的權益或分享權證書、臨時或中期證書、收據或認購或購買權證；或 (iii) 通常稱為證券的任何工具；

"Securities" means (a) securities as defined in SFO; and (b) any shares, stocks, debentures, loan stocks, funds, bonds, notes, unit trusts, over-the-counter derivatives, certificates of deposit or other commercial paper or securities or other similar instruments of any kind whatever or howsoever, of or issued by any body, whether incorporated or unincorporated, or any government authority for the time being traded in a Market and acceptable to the Company for the purposes of the Agreement and may include, in the absolute discretion of the Company, (i) rights, options or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (ii) certificates of interest or participation in, or temporary or interim certificates for, receipts for or warrants to subscribe for or purchase, any of the foregoing; or (iii) any instruments commonly known as securities;

「證券帳戶」指於本公司的帳戶，以主要進行及記錄本公司按照客戶的指示進行的證券交易；「證券交易」指本公司按客戶指示進行的任何交易，以買入、投資、認購、賣出、交換或以其他方式買賣或處置任何證券，包括以本公司或本公司代名人的名義持有證券；

"Securities Account" means an Account with the Company primarily for effecting and recording Securities Transactions effected by the Company on the Instructions of the Client; "Securities Transactions" means any Transaction effected by the Company on the Instruction of the Client to purchase, invest in, subscribe for, sell, exchange or otherwise deal with or dispose of any Securities including holding Securities in the name of the Company or the Company's nominee;

「聯交所」指香港聯合交易所有限公司及其繼任人及承讓人，包括，如文義所指，其代理、代名人、代表、主管人員及僱員；

"SEHK" means The Stock Exchange of Hong Kong Limited and its successors and assigns including, where the context requires, its agents, nominees, representatives, officers and employees;

「聯交所期權結算所」指指香港聯合交易所期權結算所有限公司及其繼任人及承讓人，包括，如文義所指，其代理、代名人、代表、主管人員及僱員；

"SECH" means The SEHK Options Clearing House Limited and its successors and assigns including, where the context requires, its agents, nominees, representatives, officers and employees;

「證監會」指香港證券及期貨事務監察委員會及其繼任人和受讓人；

"SFC" means the Securities and Futures Commission of Hong Kong and its successors and assigns

「證券及期貨條例」指證券及期貨條例（香港法例第 571 章）及根據該條例作出的所有附屬法例、規則、守則和指引；

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) together with all subsidiary legislation, rules, codes and guidelines made thereunder;

「此等條款」指可能不時修訂或補充的一般條款和條件；

"Terms" means these General Terms and Conditions as may be amended or supplemented from time to time;

「交易時段」具有第 5.5 條（交易日）所賦予之含義；

"Trading Period" has the meaning given to it in Clause 5.5 (Trading Day); 「交易」指根據本協議預計進行、提供或作出、生效或進行的任何交易、買賣、協議、行動、服務；

"Transaction" means any transaction, dealing, agreement, action or service contemplated by, provided for, made, effected or conducted pursuant to the Agreement;

「美國」指美利堅合眾國；及「美籍人士」包括身為美國公民或居民的任何自然人；根據美國或其任何政治分部法律組成或註冊成立的法團、合夥商號或其他業務機構、身為美國人士的執行人或受託人管理，或收入（不論來源）受美國聯邦所得稅規限的任何遺產或信託；交易商或受信人士為美國人士的實益持有的任何帳戶（任何遺產或信託除外），及根據任何司法管轄區的法律組成及註冊成立的任何合夥商號或法團，為由美國人士組成，主要用於投資於並非根據一九三三年美國證券法註冊的證券。「美籍人士」將不包括於美國以外為有效業務原因作為當地從事銀行或保險業務及並非主要為投資於根據並非一九三三年美國證券法註冊的證券的受規管分行或代理的美國銀行或保險公司任何分行或代理。就本定義而言，「美國」包括美利堅合眾國、其州、領土及屬地以及哥倫比亞區。

"U.S." means the United States of America; and "U.S. person" includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organisation organised or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organised and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933. "U.S. person" shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the

banking or insurance business and not formed primarily for the purpose of investing in securities not registered under the United States Securities Act of 1933. For the purposes of this definition, the "United States" includes the United States of America, its states, territories and possessions and the District of Columbia.

1.2 釋義：於此等條款及本協議內：(a) 「包括」指包括但不限於；(b) 「控權公司」及「附屬公司」將分別具有公司條例（香港法例第 622 章）賦予的涵義，而「有聯繫公司」指，就任何人士而言，該名人士實益擁有其已發行股本百分之二十 (20%) 或以上，或有權就其委任一名或以上董事的任何公司（並非該名人士的附屬公司），或就任何公司而言，上述公司的控股公司的任何附屬公司；(c) 提述條、分條或附表，為此等條款的條、分條或附表，而提述開戶表格指客戶或其代表填妥的開戶表格，而倘該資料於其後以向本公司發出通知予以修訂，指經該通知修訂的開戶表格；(d) 提述條例指不時經修訂、補充、延伸、規範或重新頒佈的香港法例或法律及相關的任何附屬法例；(e) 提述男性稱謂包括女性及中性，而提述單數包括眾數，反之亦然，而提述人士包括個人、公司、機構、商號、法團、法人團體、政府、國家或國家實體、組織、合夥商號或其他實體或機構（不論是否為註冊成立，亦不論是否具有法人資格）或前述任何兩者或以上；(f) 條款的標題僅供參考，並不影響其詮釋；及 (g) 附件構成本協議整體的一部分，除非另有明確說明，否則附件應與本條款及本協議其他部分一起閱讀。

1.2 Interpretation: In these Terms and the Agreement: (a) "include(s)" and "including" mean respectively "include(s) but not limited to" and "including but not limited to"; (b) "holding company" and "subsidiary" shall bear the respective meanings given by the Companies Ordinance (Cap. 622) and "associated company" means, in respect of any person, any company (not being a subsidiary of that person) of which that person shall beneficially own twenty per cent (20%) or more of the issued share capital or in respect of which that person is entitled to appoint one or more directors or, in relation to any company, any company which is a subsidiary of a holding company of that first mentioned company; (c) reference to a Clause, Sub-clause or Schedule is to a clause, sub-clause or schedule of these Terms and reference to the Account Opening Form is to the Account Opening Form as completed by or on behalf of the Client and where such information has been amended by subsequent notice to the Company means the Account Opening Form as amended by such notice; (d) reference to an Ordinance is to an Ordinance or law of Hong Kong and any subsidiary legislation related thereto as from time to time amended, supplemented, extended, codified or re-enacted; (e) reference to the masculine gender includes the feminine and neuter gender and reference to the singular includes the plural and vice versa and reference to a person includes an individual, a company, institution, firm, corporation, body corporate, government, state or state entity, association, partnership or other entity or body (whether incorporated or not and whether or not having separate legal personality) or any two or more of the foregoing; (f) the headings to the Clauses are for convenience only and do not affect their interpretation; and (g) the Appendices form an integral part of the Agreement and should, unless expressly stated otherwise, be read together with these Terms and other parts of the Agreement.

1.3 合同關係：客戶與本公司的合約關係（包括所有帳戶及交易）將受本協議管轄。

1.3 Contractual Relationship: The contractual relationship between the Client and the Company (including all Accounts and Transactions) shall be governed by the Agreement.

1.4 歧異：倘有任何歧異，有關服務、投資產品、安排或交易的條款將按以下次序適用：(i) 有關客戶由其提供或接納的任何表格或文件、(ii) 管轄該表格或文件的任何指定條款及條件(包括相關附件)，及 (iii) 適用於該表格或文件的任何一般條款及條件（包括此等條款）

1.4 Inconsistency: In case of any inconsistency, the terms shall prevail, insofar as a service, Investment Products, facility or Transaction is concerned, in the following order: (i) any form or document provided to or accepted by the Client in connection with it, (ii) any specific terms and conditions (including the relevant Appendix/Appendices) governing it, and (iii) any general terms and conditions (including these Terms) applicable to it.

1.5 適用法規：除本協議外，所有服務、產品、安排及交易將受任何適用規例及規則規限（以適用者為限）。

1.5 Applicable Regulations: Apart from the Agreement, all services, products, facilities and Transactions shall be subject to any Applicable Regulations and Rules to the extent that they are applicable.

## 2. 委任、代理範圍及授權

### 2. Appointment, Scope of Agency and Authorization

2.1 開戶：客戶應以本公司不時指定之方式開立及維持有關帳戶，以進行交易。

2.1 Account opening: The Client shall open and maintain the relevant Account(s), in the manner specified by the Company from time to time, in order to effect Transactions.

2.2 本公司作為客戶代理人：客戶委任本公司，而本公司同意作為客戶的代理代表客戶進行交易，除非本協議或本公司另有說明。本文所載的任何內容，概不構成本公司作為客戶的受託人或受信人士或本公司與客戶之間的合夥關係。

2.2 Company as Agent of Client: Unless otherwise stated in the Agreement or by the Company, the Client appoints the Company and the Company agrees to act as the Client's agent to effect Transactions on its behalf. Nothing herein shall constitute the Company as trustee or fiduciary for the Client or a partnership between the Company and the Client.

2.3 本公司作為主事人與結算所交易：除非本協議或本公司另有規定，就本公司或任何關聯公司於任何結算所存置的任何帳戶不論該帳戶是否全部或部分就本公司代表客戶進行的任何交易存置，及不論客戶是否已向該結算所支付款項，在本公司或任何關聯公司與該結算所之間，本公司或關聯公司（視乎情況而定）作為主事人進行交易。

2.3 Company as Principal when dealing with Clearing House: Unless otherwise stated in the Agreement or by the Company, in respect of any account of the Company or any Affiliate maintained with any Clearing House, whether or not such account is maintained wholly or partly in respect of any Transaction effected by the Company on behalf of the Client and whether or not money paid by the Client has been paid to such Clearing House, as between the Company or any Affiliate and such Clearing House, the Company or Affiliate (as the case may be) deals as principal.

2.4 本公司拒絕的權利：儘管有任何相反之規定，本公司可全權酌情拒絕接納任何指示或拒絕向客戶提供其在本協議項下的任何服務，毋須提供任何原因。本公司將不會就其不接納或不按此指示行事或不發出不接納任何指示的通知以及上述拒絕所產生或有關的任何損失向客戶負責。

2.4 Company's Right to Decline: Notwithstanding anything to the contrary, the Company may, in its absolute discretion, decline to accept any Instruction without giving any reason and/or refuse to provide any or all of its services under the Agreement to the Client. The Company shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such Instruction or omitting to give notice of the non-acceptance of any Instruction, and the aforementioned refusal.

2.5 本公司的指派：本公司可按其全權決定的方式透過其任何關聯公司、任何交易所或結算所的成員或參與者或有關市場的經紀執行客戶的交易。本公司可委任任何其他人士為其代名人、託管人、經紀、存託代理或其他代理，旨在或有關向客戶提供服務，並可根據本協議指派任何職責予該名人士。所有該等第三方均享有客戶賦予本公司的全部權力及酌情權。本公司獲客戶授權，向本公司根據本第 2.5 條委任的任何人員披露有關客戶、其授權人士、帳戶及交易的任何個人資料及其他資料。在適用法規許可的最大範圍內，本公司將不就該等第三方的行為或不作為向客戶負責。

2.5 Delegation by Company: The Company may effect the Client's Transactions in such manner and through any of its Affiliates, members or participants of any Exchange or Clearing House, or brokers in the relevant Markets as the Company may absolutely decide. The Company may appoint any other person as its nominee, custodian, broker, depository agent or other agent for the purpose of or in connection with the provision of services to the Client and may delegate any of its duties under the Agreement to such person. All such third parties will be entitled to the full powers and discretions accorded to the Company. The Company is authorized by the Client to disclose any personal data and other information relating to the Client, its Authorized Persons, the Accounts and Transactions to any person appointed by the Company pursuant to this Clause 2.5. To the maximum extent permitted by Applicable Regulations, the Company shall not be liable to the Client for the acts and omissions of such third parties.

2.6 授權人士發出的指示：客戶授權本公司接受授權人士就本協議發出或旨在發出的指示。但是，除非本公司同意或本協議另有指明，有關向第三方轉讓現金及/或證券的交收指示，必須以書面作出及按開戶表格所指定的方式(如有指定)作出。本公司有權以任何理由拒絕執行客戶就任何一項交易發出的指示。有關授權人士的委任或變更須在本公司實際收到有關通知後，方可作實。本公司有權（但無義務）執行授權人士代表客戶



發出或旨在發出的任何指示，但毋須對客戶因此可能遭致的任何損失承擔任何責任。本公司無任何義務核證代表客戶發出或旨在發出的指示的真實性，亦無義務核實發出指示人士之身份。

2.6 Instructions given by Authorized Person(s): The Company is authorized to accept Instructions in relation to the Agreement given or purportedly given by the Authorized Person(s), provided that settlement Instructions in respect of the transfer of cash and/or Securities to a third party must, unless otherwise agreed by the Company or specified in the Agreement, be in writing and given in the manner specified in the Account Opening Form (if so specified) or as otherwise advised in writing and provided further that the Company shall be entitled to refuse to act for the Client in any particular Transaction for any reason whatsoever. Any appointment or change to the Authorized Person(s) shall be effective from time to time of actual receipt of the notification by the Company. The Company shall be entitled (but not obliged) to act on any Instructions given or purportedly given on the Client's behalf by the Authorized Person(s), and the Company will not be responsible for any loss which the Client may incur as a result. The Company shall not have any obligation to authenticate any Instruction given or purportedly given by or on the Client's behalf, or to verify the identity of the persons giving Instructions.

2.7 無職責詢查目的或適當性：本公司無任何職責或義務詢查客戶或任何授權人士發出或聲稱發出的任何指示或指令的目的或適當性，亦無任何職責或義務監督根據本協議由任何帳戶所支出的任何資金使用。

2.7 No duty to inquire into purpose or propriety: The Company shall not be under any duty or obligation to inquire into the purpose or propriety of any Instruction or order given or purported to be given by the Client or any Authorized Person(s) and it shall not be under any duty or obligation to see to the application of any funds paid out of any Account pursuant to the Agreement.

2.8 授權書：客戶同意及謹此不可撤銷地委任本公司並賦予其全面的權力及權限作為客戶的真正及合法受權人（在法律許可的全面範圍內）去為客戶及代表客戶執行本協議的條款，並於本公司認為在履行本條款的目的有所需要或合宜之時，以客戶或本公司本身的名義採取任何行動及簽立任何文件或文書，包括但不限於下列目的：(a) 就任何押記資產執行任何轉讓或轉移；(b) 完成其對任何押記資產的所有權；(c) 請求、要求、索求、收取、了結及徹底清償在押記資產項下或因押記資產而引起的到期或將到期的任何及所有款項及申索的款項；(d) 提供有效的收據和解除書，並加簽與任何押記資產有關的任何支票或其他文書或指令；及(e) 提出任何申索或採取其認為必要和合宜的任何法律行動或法律程序，以保障在本協議項下設定的擔保。

2.8 Power of attorney: The Client agrees to and hereby irrevocably appoints the Company with full power and authority as the Client's true and lawful attorney, to the fullest extent permitted by law, to act for and on the Client's behalf for the purpose of carrying out the provisions of the Agreement and taking any action and executing any document or instrument in the Client's name or in the Company's own name which the Company may deem necessary or desirable to accomplish the purposes of the Agreement, including without limitation the following purposes: (a) to execute any transfer or assurance in respect of the Charged Assets; (b) to perfect its title to any of the Charged Assets; (c) to ask,

require, demand, receive, compound and give a good discharge for any and all moneys and claim for moneys due or becomes due under or arising out of the Charged Assets; (d) to give valid receipts, discharges and to endorse any cheques or other instruments or orders in connection with any of the Charged Assets; and (e) to file any claims or take any legal action or institute any proceedings which the Company considers to be necessary or desirable to protect the security created under the Agreement.

2.9 限制：本公司可於認為適當時，訂定與任何帳戶有關及給予指示之有關限制，該等限制包括但不限於每日進行交易之最多次數、每筆交易中可處理的不同投資產品的數量和類型、交易中投資產品的最低價值或金額、客戶可以購買或出售投資產品的價格、未平倉合約的持倉限制、基金贖回限額及獲分配的購買力。

2.9 Limits: The Company may prescribe such limits in connection with any Account and the giving of any Instruction as the Company may from time to time consider appropriate. Such limits include, without limitation, the maximum number of Transactions that may be made each day, the number and type of different Investment Products which may be dealt with in each Transaction, the minimum value or amount of Investment Products for a Transaction, limits on the price at which the Client can purchase or sell an Investment Product, position limits on open Contracts, fund redemption limits and the assigned Purchasing Power.

2.10 購買力：購買力是一種規定客戶可訂立的交易總價值的機制，並且可以不同地應用於每個帳戶，也可以統一應用於所有帳戶。購買力的水平由本公司全權按照其不時實施的方法進行計算。例如，該方法可考慮，除其他事項外，本公司或其他第三方為客戶利益而持有或以其他方式持有的投資產品、現金、抵押品、保證金及其他資產的價值。本公司計算的購買力水平將會是最終的、不可推翻的及對客戶有約束力的。本公司不就展示的購買力的準確性、及時性或完整性作出任何聲明或保證。客戶同意，本公司將不會對客戶使用或依賴指示的購買力而遭受的任何損失和損害承擔責任或義務。

2.10 Purchasing Power: Purchasing Power is a mechanism that dictates the total value of Transactions that you can enter into and may apply differently to each Account or uniformly across all Accounts. The level of Purchasing Power is calculated by the Company at its sole discretion and in accordance with such methodology as it may from time to time implement. For example, the methodology may take into account, amongst other things, the value of Investment Products, cash, collateral, margin and other assets in the Accounts or otherwise held by the Company or other third party for the benefit of the Client. The level of Purchasing Power as calculated by the Company is final, conclusive and binding on the Client. The Company makes no representations or warranties that the Purchasing Power displayed is accurate, timely or complete. The Client agrees that the Company shall not be held liable for any losses or damages suffered by the Client as a result of its use or reliance on the indicated Purchasing Power.

2.11 非委託帳戶：客戶確認，本公司不會就為客戶作出投資決定及執行交易行使酌情權，除非本公司另行通知客戶，在此情況下，客戶可能須訂立委託帳戶協議、授權書及本公司可能要求的其它文件，惟不得據此解釋為本公司的作為、不作為、指示、允許、默許、批准、安排或同意。

2.11 Not a Discretionary Account: The Client acknowledges that the Company does not exercise discretion with respect to making investment decisions and executing Transactions for the Client, unless the Company otherwise notifies the Client, in which case, the Client may be required to enter into an agreement of discretionary account and a letter of authorization and such other documents as the Company may require. No act, omission, instruction, permission, tacit consent, approval, arrangement, or agreement of the Company shall be construed as such.

2.12 無建議：根據第 24.1 條(一般)所載為確保合理合適性外，除非本公司與客戶另有約定，本公司並未提供投資諮詢服務，因此概不承擔任何招攬出售或建議投資產品的諮詢謹慎責任或義務。如本公司向客戶提供與某些金融產品有關的廣告、市場營銷或推廣材料、營銷資料或其他資料，該等材料或資訊不會單獨構成對該投資產品的招攬或建議。客戶基於該等材料或資料採取或不採取任何行動前，應取得獨立專業意見。客戶亦確認：- (a) 在投資諮詢服務過程中提及的任何目標或預期收益不代表對任何投資產品的性能的任何保證，估算或預測；(b) 投資於任一投資產品均有其風險；及 (c) 本公司可就投資顧問服務不時全權及絕對酌情收取費用。

2.12 No Advice: Save as otherwise agreed between the Company and the Client, the Company does not provide Investment Advisory Services and therefore does not assume any advisory duty of care or obligation in the solicitation and recommendation of any Investment Product other than to ensure reasonable suitability as set out in Clause 24.1 (General). Where the Company makes available to the Client any advertisements, marketing or promotional materials, marketing information or other information relating to certain Investment Products, such materials or information shall not, by themselves, constitute any solicitation or recommendation of such Investment Products. The Client shall obtain independent professional advice before taking, or refraining from taking, any action on the basis of such materials or information. The Client also acknowledges that:- (a) any target or estimated return mentioned during the course of Investment Advisory Services shall not in any way represent any guarantee, projection or prediction in relation to the performance of any Investment Product; (b) there are risks involved with investment in any Investment Product; and (c) the Company may, in its sole and absolute discretion, impose such fees from time to time with respect to the Investment Advisory Services.

### 3. 常設授權

#### 3. Standing Authorities

3.1 常設授權：客戶同意按照本公司指定的形式給予本公司不時要求的常設授權，包括但不限於以下各項：(a) 《證券及期貨（客戶證券）規則》（香港法例第 571H 章）及 (b) 《證券及期貨（客戶款項）規則》（香港法例第 571I 章）。

3.1 Standing Authorities: The Client agrees to give such standing authorities as required, and in such form as specified, by the Company from time to time in connection with, but not limited to, the following: (a) the Securities and Futures

(Client Securities) Rules (Cap. 571H of the Laws of Hong Kong); and (b) the Securities and Futures (Client Money Rules) (Cap. 571I of the Laws of Hong Kong).

3.2 具體目的：在不影響本公司根據常設授權可行使的任何權利或權力的前提下，公司亦可根據該等常設授權：

- (a) 依據證券借貸協議或證券回購協議運用任何客戶投資產品或押記資產；
- (b) 將任何有關押記資產存放於認可財務機構，作為提供予本公司的財務通融的抵押品；
- (c) 將任何有關押記資產存放於香港結算，以履行及清償本公司在交收上的義務及法律責任；及
- (d) 在香港或其他地方將任何有關押記資產存放於結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除本公司在交收上的義務和清償本公司在交收上的法律責任的抵押品。

3.2 Specific Purposes: Without prejudice to any rights or powers that may be exercised by the Company pursuant to the standing authorities, the Company may also, pursuant to such standing authorities: (a) apply any of the Client's Investment Products or the Charged Assets pursuant to a securities borrowing and lending agreement or a securities repurchase agreement; (b) deposit any of the Charged Assets with an authorized financial institution as collateral for financial accommodation provided to the Company; (c) deposit any of the Charged Assets to HKSCC for the performance and settlement of the Company's clearing obligations and liabilities; and (d) deposit any of the Charged Assets with a Clearing House, or another intermediary licensed or registered for dealing in Securities in Hong Kong or elsewhere, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities.

3.3 有效期：常設授權自出具之日起生效。客戶的授權書必須指明有效期，而該段有效期不得超過 12 個月。若客戶是專業投資者，則有關限制並不適用。除非及直至客戶以書面形式明確撤回該授權，否則任何常設授權一經授予，將一直有效。

3.3 Validity Period: A standing authority is effective on the date it is given. The Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a Professional Investor, these restrictions do not apply, and any standing authority, once given, will remain in effect unless and until it is specifically revoked in writing by the Client.

3.4 撤銷：在沒有任何尚未清償的負債的情況下，客戶可在不少於 5 個營業日前通知公司撤回該常設授權。

3.4 Revocation: On condition that there are no outstanding Liabilities, the Client may revoke a standing authority by giving not less than 5 Business Days prior notice to the Company.

3.5 續期：本公司將於常設授權屆滿前最少 14 天通知客戶，述明除非客戶於該授權屆滿前提出反對，否則該常設授權將被視為已按最後一次授權的相同條款及條件獲續期。

3.5 Renewal: The Company will send a notice to the Client at least 14 days before the expiration of a standing authority stating that, if the Client does not object to the renewal of such standing authority prior to its expiration, such standing authority shall be deemed to have been renewed on the same terms and conditions as when it was last given.

#### 4. 指示

#### 4. Instructions

4.1 發出指示：客戶及/或授權人士可就有關交易、帳戶或本公司的服務以電話、傳真、電子方式（包括電子服務）或本公司不時指定的其他通訊方式發出指示。倘以書面發出，客戶及／或授權人士的簽署將遵照簽署安排，並符合於開戶表格向本公司提供的式樣簽署（「協議簽署安排」）。在任何情況下，客戶均須遵守該等驗證程序並滿足本公司不時規定的其他要求。倘以電話或其他方式發出指示而並無附帶客戶或授權人士的簽署，本公司有權依賴及按照客戶或其中任何一名個別授權人士的指示行事，而任何協議簽署安排將不適用。

4.1 Giving Instructions: The Client and/or the Authorized Person(s) may give Instructions in relation to Transactions, Accounts or the Company's services to the Company via telephone, facsimile transmission, electronic means (including the Electronic Services) or other means of communication specified by the Company from time to time. If an Instruction is given in writing, the signatures of the Client and/or Authorized Persons shall comply with the signing arrangement and conform to the specimen signatures provided to the Company in the Account Opening Form (if provided) (the "Agreed Signing Arrangement"). In any event, the Client shall comply with such verification procedures and fulfil such other requirements as may be specified by the Company from time to time. If Instructions are given by telephone or other means not accompanied by the signatures of the Client or Authorized Persons, the Company is entitled to rely upon and act in accordance with such Instructions given by the Client or any one of the Authorized Persons singly and any Agreed Signing Arrangement will not apply.

4.2 截止時間：本公司有權全面地或就任何指定性質或種類的指示，指定收取指示的任何截止時間，可能與任何市場或任何交易所或結算所指定的任何通常截止時間不同。客戶確認及同意，本公司概不會就執行本公司於適用截止時間後收取的任何指示的任何延誤或未能執行有關指示承擔責任。

4.2 Cut-off time: The Company is entitled to prescribe any cut-off time for receiving Instructions in general or Instructions of any particular nature or type, which may differ from any usual cut-off/trading time in any Market or prescribed by any Exchange or Clearing House. The Client acknowledges and agrees that the Company is not liable for any delay or failure in effecting any Instruction which is received by the Company after the applicable cut-off time.

4.3 授權人：授權人士獲客戶授權代表客戶就帳戶發出指示並簽署有關帳戶及其運作的一切協議及相關文件，直到本公司收到客戶內容相反的書面通知為止。客戶向本公司承諾不時及隨時追認並確認任何授權人士代表客戶或聲稱代表客戶發出或簽署的任何指示、協議或文件，包括但不限於任何授權人士於被撤銷授權至本公司實際收到撤銷授權通知期間代表客戶或聲稱代表客戶發出或簽署的任何指示、協議或文件。客戶同意，如果本公司在收到任何授權人士代表客戶或聲稱代表客戶發出或簽署的任何指示、協議或文件時尚未實際收到該授權人士被撤銷授權的通知，則該授權人士在被撤銷授權之後代表客戶或聲稱代表客戶發出或簽署的任何指示、協議或文件對本公司的利益而言為有效及有作用的指示、協議或文件。上述由任何授權人士簽署或發出或聲稱簽署或發出的所有文件或指示（不論口頭或書面）一律被視為在該授權人士權限內簽署或發出的，對客戶具有絕對



及不可推翻的約束力。客戶有責任確保所有授權人士均遵守本協議，並在任何情況下對所有指示負責，即使該等指示是由授權人士或其他第三方發出。

4.3 Authorized Person(s): Any one of the Authorized Person(s) is authorized by the Client to give Instructions in relation to the Account on behalf of the Client and to sign on behalf of the Client all agreements and relevant documents relating to the Account and its operation until written notice to the contrary is received by the Company from the Client. The Client undertakes with the Company from time to time and at all times to ratify and confirm any Instructions or agreements or documents whatsoever given or signed or purported to be given or signed by any of the Authorized Person(s) for and on behalf of the Client including without limitation any Instructions which may be given or purported to be given or any agreements or documents which may be signed or purported to be signed by, any Authorized Person(s) between the revocation of the authority of any of the Authorized Person(s) and the actual receipt by the Company of notice of such revocation. The Client agrees that any Instructions given or purported to be given or any agreements or documents which may be signed or purported to be signed by any of the Authorized Person(s) for and on behalf of the Client after revocation by the Client of his authority shall be valid and effectual in favour of the Company if at the time of the receipt of such Instructions or signed agreements or documents the Company did not have actual notice of such revocation. All such documents and Instructions (whether oral or written) signed or given or purported to have been signed or given by any Authorized Person(s) shall be deemed to be within the power of such Authorized Person(s) and shall be absolutely and conclusively binding on the Client. The Client is responsible for ensuring that all Authorized Person(s) comply with the Agreement and in any event remains responsible for all Instructions, even if they are given by an Authorized Person or other third party

4.4 本公司對指示的信賴：本公司有權視按照此等條款發出的指示為獲客戶全權授權者處理。本公司有權（但不受約束）就本公司信誠認為適當以按照該指示執行交易認為適當的指示行事或採取有關步驟（不論為收購、購買、出售、處置或在其他情況下買賣投資產品），並獲授權約束客戶遵守與本公司或任何其他人士訂立的任何協議或其他安排，或促使客戶為執行該指示進行任何其他種類交易或安排，不論交易或安排的性質、或涉及的投資產品的價值、種類及數量。除與協議簽署安排核對客戶及／或授權人士各自的簽署（倘指示由客戶及／或授權人士簽署）或核對有關客戶及／或任何授權人士（倘指示以任何其他方式發出）身份的指定號碼、密碼及／或任何其他資料，本公司將無義務核對以任何方式發出任何指示的人士的身份或授權或該指示的真實性。本公司可依賴及按本公司信誠地相信為真實的指示行事，而本公司按此基準代表客戶進行的任何交易將對客戶具約束力，不論該指示是否就該交易作出或由客戶授權。

Company's Reliance on Instructions: The Company shall be entitled to treat an Instruction given in accordance with these Terms as fully authorised by the Client. The Company shall be entitled (but not bound) to act on or take such steps in connection with or in reliance upon such Instruction as the Company may in good faith consider appropriate for the purpose of executing the Transaction in accordance with such Instruction (whether it be an Instruction to acquire, purchase, sell, transfer, dispose of or otherwise deal with Investment Products) and shall have authority to bind the



Client to any agreement or other arrangement with the Company or with any other person or to commit the Client to any other type of Transaction or arrangement whatsoever for the purpose of executing such Instruction, regardless of the nature of the Transaction or arrangement or the value, type and quantity of the Investment Products involved. Apart from verifying the signature of each of the Client and/or Authorized Persons (where an Instruction is signed by the Client and/or Authorized Person) against the Agreed Signing Arrangement or verifying the relevant designated number, password and/or any other information relating to the identity of the Client and/or any Authorized Persons (where an Instruction is given by any other means), the Company shall have no obligation to verify the identity or authority of the person giving any Instruction by any means or the authenticity of such Instruction. The Company may rely and act on Instructions believed by the Company in good faith to be genuine and any Transaction effected by the Company for the Client on that basis shall be binding on the Client, whether or not the Instruction for such Transaction is made or authorised by the Client.

4.5 電子服務：公司可不時及全權酌情按照第 14 條（電子服務）的規定向客戶提供電子服務。

4.5 Electronic Services: The Company may, from time to time and at its sole and absolute discretion, provide to the Client the Electronic Services in accordance with Clause 14 (Electronic Services).

4.6 與電子通訊有關的風險：客戶確認以電話、傳真、電郵或其他電子方式(包括電子服務)發出指示的風險，包括未獲授權或由未獲授權人士發出或由第三者截獲的風險。倘客戶選擇以任何電子方式發出指示，客戶接納所有風險，並授權本公司按照透過該方式接獲的任何指示行事。本公司並不就傳送或傳達指示或價格資訊的任何延誤、故障、失誤、中斷，或暫停傳送或傳達指示或價格資訊或向任何其他方錯誤傳達指示或資訊，或為客戶因使用任何特定收發指示方式或本公司按該指示行事而可能蒙受或產生的任何申索、負債或損失承擔任何責任，除非由於本公司或其任何主管人員、僱員或關聯公司的嚴重疏忽、欺詐或蓄意失責所致，及只限於直接及合理預見直接及純粹由上述行為造成的損失及賠償（如有）。對於因為通訊設施損壞或失靈而導致買賣盤的傳送出現延誤或失敗或本公司無法控制的任何其他延誤或失敗本公司將無須承擔責任。

4.6 Risks with Electronic Communications: The Client recognizes the risks in giving Instructions by telephone, facsimile, electronic mail or other electronic means (including the Electronic Services) including the risk of any Instruction being unauthorized or given by an unauthorized person or intercepted by a third party. If the Client chooses to give Instructions by any electronic means, the Client accepts the risks in full and authorises the Company to act on any Instruction received by it through such means. The Company does not assume any responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of Instructions or information on prices or the mistaken communication of Instructions or information to any other party, or for any claim, liability or loss which the Client may suffer or incur as a result of the use of any particular means for giving or receiving Instructions or of the Company acting on such Instructions, unless due to the gross negligence, fraud or wilful default of the Company or any of its officers, employees or Affiliates and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Company will not be liable for any delay or failure in the transmission

of orders due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of the Company.

4.7 取消或修改指示：一旦指示由客戶或其代表發出，除非本公司同意，該指示不可予以修訂、撤銷或撤回。倘客戶所修訂、撤銷或撤回的買賣盤已全部或部分執行，客戶同意就有關交易承擔全部責任。就客戶或其代表已向本公司發出的任何指示，本公司將無義務就取消、修訂或修改任何指示行事，而倘原本指示已由本公司信誠地完成，或本公司不能合理可行地就取消、修訂或修改原本指示的指示行事，則毋須就客戶蒙受或產生的任何損失或開支承擔責任或負責。

4.7 Cancelling or Amending Instructions: Once an Instruction is given by or on behalf of the Client, it may not be amended, rescinded or withdrawn unless the Company agrees otherwise. In the case of full or partial execution of the Client's amended, rescinded or withdrawn Instruction, the Client agrees to accept full responsibility for the Transactions. The Company shall not be obliged to act on any Instruction for cancellation, variation or amendment of any Instruction already given by or on behalf of the Client to the Company nor be responsible or liable to the Client for any loss or expense suffered or incurred by the Client if the original Instruction has already been completed by the Company in good faith or it is not reasonably practicable for the Company to act on such Instruction to cancel, vary or amend the original Instruction.

4.8 概無責任促使作為受信人士合規。本公司不負責促使客戶遵守規管客戶作為受信人士（如適用）的行為的任何法律或規例。

4.8 No Responsibility to Procure Compliance as a Fiduciary: The Company shall have no responsibility to procure compliance by the Client with any law or regulation governing the Client's conduct as a fiduciary (if applicable).

4.9 優先次序：本公司可全權決定在執行客戶的指示時的優先次序。

4.9 Priority: The Company may in its sole discretion determine the priority in the execution of the Client's Instructions.

4.10 合併訂單。在任何適用規例的規限下，本公司可毋須向客戶發出通知，將客戶的訂單與客戶或與本公司關連的人士或與本公司的其他客戶的訂單合併。合併在某些情況下可能對客戶不利，而在其他情況下對客戶有利。

4.10 Aggregating Orders: Subject to any Applicable Regulations, the Company may without notice to the Client aggregate the Client's order with its own orders or with those of persons connected with the Company or with those of other clients of the Company. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage.

4.11 香港以外發出指示：如客戶在香港以外的地方發出任何指示，客戶承諾將遵照外地的所有適用法規發出該等指示，如有疑問，客戶應取得獨立法律意見。如客戶的居住地不在香港，則客戶確認按照適用法規可交易在香港的投資產品，本公司並無職責就此進行核實。

4.11 Giving Instructions Outside Hong Kong: If the Client gives any Instructions outside Hong Kong, the Client undertakes that such Instruction will be given in compliance with all Applicable Regulations of the foreign place, and when in doubt, the Client shall obtain independent legal advice. If the Client is domiciled outside Hong Kong, the Client confirms that it is allowed to deal with the Investment Products in Hong Kong under the Applicable Regulations, and the Company has no duty to verify the same.

## 5. 執行交易

### 5. Executing Transactions

5.1 指示經紀商：客戶授權本公司，指示本公司全權酌情視為合適的執行經紀商、代理、託管人、代名人、海外經紀商及交易商（包括本公司的分行或有聯繫者）執行任何交易，並確認該等人士的業務條款以及執行及結算交易的任何相關交易所、結算所及／或結算系統的適用規則將適用於該等交易。客戶理解並同意，由於本公司需根據協議或其他方式向客戶提供服務，本公司可能因客戶的投資產品或與客戶的投資產品有關而欠第三方義務。公司可能必須先解除這些義務，然後（a）公司才可以解除對此類投資產品對客戶的義務（如有）（例如，將某些投資產品退還給客戶），和/或（b）客戶才可以行使與該投資產品有關或與之相關的任何權利（包括但不限於其對股票的投票權）。

5.1 Instructing Brokers: The Client authorises the Company to instruct such executing brokers, agents, custodians, nominees, overseas brokers and dealers (including branches or associates of the Company) as the Company may in its absolute discretion deem fit to execute any Transactions and acknowledges that the terms of business of such persons and the applicable Rules of any relevant Exchange, Clearing House and/or Clearance System on and through which such Transactions are executed and settled shall apply to such Transactions. The Client understands and agrees that the Company may, as a result of providing services to the Client under the Agreement or otherwise, owe obligations towards a third party arising from, or in connection with, the Client's Investment Products and the Charged Assets. Such third parties may have rights and entitlements in the Client's Investment Products and the Charged Assets, which can affect (a) the Company's ability to discharge its obligations towards the Client in respect of such Investment Products and Charged Assets (for example, returning certain Investment Products or Charged Assets to the Client), and/or (b) the Client's ability to exercise any of its rights in respect of, or attached to, such Investment Products or Charged Assets (including without limitation its voting rights attached to stocks).

5.2 相關法律：本公司按照客戶指示進行的所有交易，均應按照適用於本公司和/或客戶的所有適用法規和規則進行。本公司按照適用法規和規則採取的所有行動均對客戶具有約束力。

5.2 Relevant Laws: All Transactions which the Company effects on the Client's Instructions shall be effected in accordance with all Applicable Regulations and Rules applicable to the Company and/or the Client. All actions taken by the Company in accordance with Applicable Regulations and Rules shall be binding on the Client.

5.3 「按最佳條件」或「按市場條件」執行指示：客戶確認，基於任何市場的市場條件或物理限制，以及投資產品價格的迅速轉變及／或貨幣匯率的波動，在某些情況下，及即使本公司、執行經紀商或交易商（不論於香港或其他地方）合理盡力，本公司未必能全數或按客戶指定的價格或時間或「按最佳條件」或「按市場條件」執行客戶的指示。倘因市況或本公司未能控制的任何其他原因，本公司未能全數履行任何指示，本公司概不負責，客戶接受本公司進行的交易並受其約束。

5.3 Execution of Instructions "at best" or "at market": The Client acknowledges that by reason of market conditions or physical restraints on any Market and rapid changes in the prices of Investment Products and/or fluctuation in currency exchange rates, on occasions and despite the reasonable endeavours of the Company, executing brokers or dealers (whether in Hong Kong or elsewhere), the Company may not be able to execute the Client's Instructions in full or at the specific prices or time specified by the Client or "at best" or "at market". The Company shall not be liable if any Instruction is not performed in full due to market conditions or any other cause beyond the Company's control, and the Client shall accept and be bound by dealings effected by the Company.

5.4 履行部分訂單及限價單：當本公司或獲本公司指示的任何人士未能全數履行客戶的任何指示，本公司或該等人士有權在不事先諮詢客戶或徵得其同意的情況下僅履行部分指示。在不影響上文所述一般性的情況下，除非就投資產品於發出指示之時，客戶明確指示本公司立即於有關市場送出整個訂單（而本公司接受該指示），否則經考慮當時市況及市場常規後，尤其是當本公司合理認為訂單根據當時的市況不能即時執行時，本公司有權拒絕如此行事。

5.4 Partial Performance of Order and Limit Order: Where the Company or any persons instructed by the Company are unable to perform any Instruction of the Client in full, the Company or such persons are entitled to effect partial performance without prior reference to or consent from the Client. Without prejudice to the generality of the aforesaid, unless at the time of giving an Instruction with respect to Investment Products, the Client expressly instructs the Company to immediately make the entire order public in the relevant Market (and the Company accepts such an Instruction), the Company is entitled not to do so having regard to the prevailing market conditions and market practice, in particular, where the Company is of the reasonable view that the order is not immediately executable in full under the prevailing market conditions.

5.5 交易日：除非客戶向本公司發出任何明確的相反指示（而本公司接受該等指示），否則客戶確認本公司於某交易日收到的所有指示僅於該交易日（或本公司不時決定縮短或延長的時間）（「交易時段」）有效，而以未履行的任何指示為限，該等指示均就發出買賣盤的市場的最後交易日正式交易時段（在交易時段內）結束後失效。一直有效的訂單將持續有效以待執行，直至被客戶取消為止。該訂單可在取消之前的任何時間執行，而客戶同意就該等交易承擔一切責任。

5.5 Trading Day: Unless the Client gives any specific Instruction to the Company to the contrary (and the Company accepts such an Instruction), the Client acknowledges that all Instructions received by the Company on a trading day

are valid for that trading day only (or such shorter or longer period as determined by the Company from time to time) (the "Trading Period"), and that, to the extent any Instruction is unfulfilled, it will lapse at the close of the official trading hours on the last trading day (within the Trading Period) of the Market in respect of which they are given. A good-till-cancelled order remains a pending order until cancelled by the Client. The order may be executed at any time prior to such cancellation, and the Client accepts full responsibility for the Transactions.

5.6 利息：客戶應按本公司不時通知客戶的利率及其他條款，支付任何帳戶內的所有逾期結餘或於任何時候結欠本公司的任何款項的利息（包括對客戶的債項取得判決後產生的利息），若本公司並無發出該等通知，則按本公司不時釐定的利率支付利息。利息應從相關到期日或在其他情況下由提出要求之日計起，直至本公司全數收到實際及無條件付款之日（包括該日在內），按日計算。逾期未付利息將每月按複利計算及利息本身將產生新的利息。

5.6 Interest: The Client shall pay interest on all overdue balances on any Account or any amount otherwise owing to the Company at any time (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company notifies to the Client from time to time, or, failing such notification, at such rate determined by the Company from time to time. Interest shall accrue on a daily basis from the applicable due date or otherwise the date of demand up to and including the date on which the Company receives actual and unconditional payment in full. Overdue interest shall be compounded monthly and shall itself bear interest.

5.7 錄音和錄音帶：客戶確認，客戶與本公司之間的所有電話對話可能在沒有自動語音警告提示的情況下被錄音，以便本公司核實客戶的指示。客戶同意，相關錄音帶上的錄音或者錄音的文字記錄可以用作指示內容的最終及不可推翻的證據。

5.7 Recording and Tapes: The Client acknowledges that all telephone conversations between the Client and the Company may be taped without an automatic tone warning device in order to, amongst other things, enable the Company to verify the Instructions of the Client. The Client agrees that the recordings on relevant tapes or a transcript of the recording may be used as final and conclusive evidence of the contents of the Instructions.

5.8 本公司之記錄不可推翻：客戶確認，本公司之簿冊、數據及記錄，如無明顯錯誤，均為有關事項的最終定論及在所有法庭及就一切目的而言，均為不可推翻的證據。

Company's Records are Conclusive: The Client acknowledges that the books, data and records of the Company shall, in the absence of manifest error, be conclusive of the matter to which it relates and shall be conclusive evidence against the Client in all courts of law and for all purposes.

5.9 操作帳戶：客戶確認，客戶將自行（或通過其授權人士）操作本公司就本協議為客戶開立的任何帳戶。倘客戶擬委任第三方就本協議以任何方式代表客戶行事，客戶應向本公司提供授權書或本公司指定的其他表格以



委任該第三方，其條款及條件將附加於本協議之上，及視為本協議的一部分。客戶應確保任何獲委任第三方交易代表亦及時向本公司提供已填妥及簽署本公司指定的客戶資料聲明。

**5.9 Operation of Accounts:** The Client acknowledges that it will personally (or through its Authorized Persons) operate any Account opened by the Company for the Client in relation to the Agreement. In the event that the Client intends to appoint a third party to act in any way on behalf of the Client in relation to the Agreement, the Client shall appoint such third party by providing the Company with such letter of authorization or other form as prescribed by the Company, the terms and conditions of which shall be in addition to and shall be deemed to form a part of the Agreement. The Client shall ensure that any appointed third party trading representative also promptly provides to the Company a completed and signed client information statement as prescribed by the Company.

**5.10 價格：**任何交易的實際買入及賣出價應在進行交易時釐定，而本公司或其代表於任何時間向客戶報價或提供的任何數字（其中一些數字可能是由第三方資訊或服務提供者提供給本公司）僅供參考，以及並不對本公司或客戶約束力。為免生疑，本公司有權按客戶的任何指示進行交易，即使相關投資產品的價格在接收指示之時至本公司或其代理人實際進行交易之時已變得對客戶不利。

**5.10 Prices:** The actual bid and offer prices of any Transaction shall be determined at the time when the Transaction is effected and any figures which may be quoted or provided to the Client by the Company (some of which may have been provided to the Company by its third party information or service providers) or its representatives at any time are for reference only and are not binding on the Company or the Client. For the avoidance of doubt, the Company is entitled to act on any Instruction of the Client to effect a Transaction even if the price of the underlying Investment Product has altered to the disadvantage of the Client between the time of receipt of such Instruction and the time at which the Company or its agent actually effects the Transaction.

**5.11 所有權：**本公司無義務審查或核實任何投資產品的擁有權或所有權的有效性。

**5.11 Title:** The Company has no obligation to examine or verify the validity of ownership or title of any Investment Products.

## **6. 交收**

### **6. Settlement**

**6.1 交收：**除非另有約定或倘本公司已代表客戶持有足夠的投資產品、現金或其他資產以交收交易，否則客戶應在本公司就有關交易通知客戶的時間、地點、金額及方式：**(a)** 向本公司支付或提供已過戶資金，或以交收交易所需的可交付形式向本公司交付相關投資產品；及 **(b)** 確保本公司將於適用交收日期或本公司就交收交易可能知會客戶的時間接獲已過戶資金或可交付的投資產品。



6.1 Settlement: Unless otherwise agreed or where the Company is already holding sufficient Investment Products, cash or other assets on the Client's behalf to settle a Transaction, the Client shall, by such time, at such place, in such amounts and in such manner as the Company may notify to the Client in relation to the relevant Transaction: (a) pay or provide to the Company cleared funds or deliver to the Company the relevant Investment Products in deliverable form required for settling that Transaction; and (b) ensure that the Company will receive such cleared funds or deliverable Investment Products on the applicable settlement date or by such time as the Company may notify to the Client for the purpose of settling that Transaction.

6.2 客戶未能交收：倘客戶未能遵守第 6.1 條（交收），就交收任何交易之目的，本公司在不損害本公司任何其他權利或補救及毋須向客戶發出進一步通知或徵得同意的情況下，有權全權酌情：（a）就買入或認購投資產品的交易，按本公司認為合理的價格，賣出或轉讓該交易所涉及的投資產品及／或賣出或轉讓任何帳戶中的任何其他投資產品以履行客戶的交收義務，並於任何帳戶收取或扣除任何相關成本、費用及開支；或（b）就賣出投資產品的交易，按本公司認為合理的價格，借入及／或買入相等於該交易所涉及的投資產品以履行客戶的交收義務；而在第 6.1 條（交收）以外或作為替代，對本協議下的合併及抵銷權利或任何其他權利享有追索權。

6.2 Client's Failure to Settle: If the Client fails to comply with Clause 6.1 (Settlement), the Company shall be entitled, in its absolute discretion and without prejudice to any other rights or remedies of the Company or further notice to or consent from the Client, for the purpose of settling any Transaction: (a) in the case of a Transaction for the purchase or subscription of Investment Products, to sell or transfer the Investment Products being the subject matter of such Transaction and/or sell or transfer any other Investment Products in any Account to satisfy the Client's settlement obligations, at a price the Company believes to be reasonable and charge or debit any related costs, fees and expenses to any Account; or (b) in the case of a Transaction for the sale of Investment Products, to borrow and/or purchase Investment Products equivalent to the Investment Products being the subject matter of such Transaction to satisfy the Client's settlement obligations, at a price the Company believes to be reasonable; and in addition or as an alternative to Clause 6.1 (Settlement), to have recourse to its rights of combination and set-off or any other rights under the Agreement.

6.3 不執行交易的權利：儘管本協議任何其他條文有所規定，本公司有權針對以下用途不執行任何指示：（a）買入投資產品，除非客戶已向本公司提供已過戶資金，而本公司認為金額足以結清有關買入交易的相關買入價、費用及支出；及（b）賣出投資產品，除非客戶已向本公司存入有關投資產品以供交收該賣出交易。

6.3 Right to Not Execute Transaction: Notwithstanding any other provisions of the Agreement, the Company is entitled not to execute any Instruction for the: (a) purchase of Investment Products unless the Client has made available to the Company cleared funds of an amount which is, in the opinion of the Company, sufficient to settle the related purchase price, fees and expenses in connection with such purchase; and (b) sale of Investment Products unless the Client has deposited the relevant Investment Products with the Company to settle such sale.

6.4 短欠：客戶以全面彌償基準就有關根據第 6.2 條（客戶未能交收）買入及/或賣出投資產品所發生的任何短欠及本公司產生的任何成本、費用或開支（包括法律費用）負責。

6.4 Deficit: The Client shall be liable for any Deficit resulting from losses and any cost, fee or expense (including legal costs) incurred by the Company, on a full indemnity basis, in relation to the purchase and/or sale of Investment Products pursuant to Clause 6.2 (Client's Failure to Settle).

6.5 股票借貸：為方便客戶按時交收，本公司可全權酌情向客戶借出投資產品，或代表客戶借入投資產品，以交收客戶的賣出指示。本公司亦可按其全權決定的條款代表客戶或為客戶利益向或從第三方（僅為本條之目的，「第三方」）借出或借入投資產品，不論是以本公司、其關聯公司還是以其他名義。客戶應彌償本公司及其聯屬人根據證券借貸安排所需的任何保證金、擔保、證券、或抵押品維持及開支。本公司不保證或擔保該等沽空安排的可用性或持續可用性。本公司可全權決定或應第三方要求終止任何該等借貸安排，並立即要求交付或歸還涉及的投資產品。客戶必須遵從有關交付或歸還相關投資產品的任何要求。

6.5 Stock Borrowing and Lending: To facilitate due settlement by the Client, the Company may, in its absolute discretion, lend Investment Products to the Client or borrow Investment Products for or on behalf of the Client, to settle the Client's sale Instructions. The Company may also lend or borrow Investment Products to or from third parties (for the purposes of this clause only, a "Third Party") on the Client's behalf or for the Client's benefit, whether in the name of the Company, its Affiliates or otherwise, upon such terms as the Company may in its sole discretion decide. The Client shall indemnify the Company and its Affiliates for any margins, guarantees, Securities or collateral maintenance and expenses as may be required under the aforementioned borrowing and lending arrangements. The Company does not warrant or guarantee the availability or the continuing availability of any short selling facility. The Company shall be entitled to, either at its own discretion or at the request of a Third Party, terminate any such lending and borrowing arrangements and immediately call for the delivery or return of the underlying Investment Products. The Client must comply with any demand calling for the delivery or return of the underlying Investment Products.

## 7. 付款和客戶款項

### 7. Payments and Client Money

7.1 向客戶付款：本公司應向客戶支付的所有款項應轉帳至客戶在開戶表格中指定的銀行帳戶，或根據本公司的選擇，通過任何其他方式，任何一種付款方式均構成本公司完全履行對該等付款的義務。就本公司支付客戶之全部款項而言，將按開戶表格所載帳戶詳情將款項轉入客戶之銀行帳戶，或依本公司選擇以其他方式支付。上述任一方式的付款均構成對本公司所承擔之付款責任之完全解除。

7.1 Payments to the Client: All monies payable to the Client by the Company shall be transferred to the bank account designated by the Client in the Account Opening Form or, at the option of the Company, by any other means, and either form of payment shall constitute a full discharge of the Company's obligation to make such payments.

7.2 獨立帳戶：本公司從客戶或任何人士收到的所有款項或其他財產（除非適用法規容許，或根據客戶的書面指示，或根據客戶不時給予本公司的常設授權，而該等指示或常設授權已為本公司所接受）均與本公司的自有資產分開，及支付予獨立帳戶。

7.2 Segregated Accounts: All money or other property received by the Company from the Client or from any other person for the account of the Client shall (unless otherwise permitted by the Applicable Regulations, or otherwise in accordance with a written direction of the Client or otherwise in accordance with a standing authority given by the Client to the Company from time to time, such direction or standing authority having been accepted by the Company) be segregated from the Company's own assets and paid into a segregated account.

7.3 客戶款項利息：本公司將以證券及期貨（客戶款項）規則（香港法例第 571I 章）允許的任何方式處理由本公司持有客戶款項（定義見於證券及期貨條例）而產生的任何利息。

7.3 Interest on Client's Money: Any interest derived from the Company's holding of client money (as defined in the SFO) shall be treated by the Company in any manner permitted by the Securities and Futures (Client Money) Rules (Cap. 571I, Laws of Hong Kong).

7.4 香港以外執行的交易：儘管第 7.2 條（獨立帳戶）有所規定，就在香港以外執行的交易而言，客戶授權並指示本公司向本公司在香港境內或境外的任何金融機構（可能或未必是持牌銀行）維持的任何信託帳戶，支付本公司為客戶及代表客戶從交易不時收取的所有款項（減所有經紀費用及應計的其他適當費用），儘管任何該等款額可為客戶或代表客戶再投資於其他交易。

7.4 Transactions Executed Outside Hong Kong: Notwithstanding Clause 7.2 (Segregated Accounts), in respect of Transactions executed outside Hong Kong, the Client authorizes and directs the Company to pay into any trust account maintained by the Company with any financial institution, which may or may not be a licensed bank, in or outside Hong Kong all amounts (less all brokerage and other proper charges accruing thereon) from time to time received by the Company for and on behalf of the Client from the Transactions, notwithstanding that any such amounts may be reinvested in further Transactions for or on behalf of the Client.

## 8. 結單及記錄

### 8. Statements and Records

8.1 一般：本公司將按照適用法規向客戶提供與任何交易有關的成交單據或其他確認書，以及有關帳戶的戶口結單。

8.1 General: The Company shall, in accordance with the Applicable Regulations, provide to the Client contract notes or other confirmations relating to any Transactions and statements of account relating to the relevant Accounts.

8.2 月結單：除非在特定月份內沒有與特定賬戶有關的交易，並且帳戶不存在任何未清餘額或持有任何持倉或投資產品，否則本公司亦將提供有關賬戶的月結單。

8.2 Monthly Statement: The Company will also deliver a monthly statement in relation to the Accounts, unless there have been no Transactions in relation to a particular Account during a particular month and the Account has no outstanding balances or holds any positions or Investment Products.

8.3 終論性/客戶檢查：客戶應檢查本公司發出的每份帳戶結單包括日結單及月結單及記錄。成交單據、交易確認書及戶口結單為當中所載事宜的不可推翻證據（明顯錯誤者除外），並將視為獲客戶接納及對客戶具約束力，除非本公司於成交單據或交易確認書或帳戶結單日期後兩個營業日內實際從客戶接獲書面通知，指稱存在任何遺漏或錯誤，否則，此後客戶不得對該等結單的準確性提出異議。

8.3 Conclusive/Client to examine: The Client shall examine each statement (including daily statement and monthly statement) and record issued by the Company. Contract notes, transaction confirmations and statements of account shall be conclusive of the matters stated therein (except in the case of manifest error) and shall be deemed to have been accepted by and binding on the Client unless the Company has actually received from the Client notice in writing alleging any omission or error within 2 Business Days after the date of such contract note or transaction confirmation or statement of account. Thereafter, the Client shall not dispute the accuracy of such statement.

8.4 單方面修訂：即使有任何相反規定，本公司可在其認為適當的情況下單方面修訂任何該等結單或記錄。

8.4 Unilateral amendment: Notwithstanding anything to the contrary, the Company may unilaterally amend any such statement or record if it considers it to be appropriate to do so.

8.5 未收到：若（a）未收到本公司發出的任何戶口結單或交易記錄，或（b）客戶收到任何確認但並未發出有關指示，則（a）客戶應在於日常業務過程中通常收到戶口結單或記錄後五個營業日內以書面形式通知本公司，或（b）在收到該等確認後立即通知本公司。

8.5 Non-receipt: In the event of (a) non-receipt of any statement of account or Transaction record from the Company or (b) if the Client receives any confirmation but has not issued the related Instruction, the Client shall notify the Company in writing, in the case of (a) within 5 Business Days after the time when the statement or record would normally have been received in the ordinary course of business, or in the case of (b) immediately after it receives such confirmation.

8.6 交付方式：客戶同意本公司以電子方式發出成交單據、交易確認書、戶口結單及其他通知書（統稱“交易文件”），並同意以本公司不時指定之方式收取，包括以電子方式（包括透過電子服務）收取。客戶可以通過向公司發出不少於兩個月的書面通知（或公司可以接受的較短期限），撤銷其同意以電子形式和電子方式（包括同意通過電子服務接收交易文件）。

8.6 Method of delivery: The Client consents to the Company's issuance of contract notes, transaction confirmations, statements of accounts and other advices (collectively, "trade documents") in electronic form, and agrees to receive them by such means as specified by the Company from time to time, including via electronic means (including via the Electronic Services). The Client may, by giving not less than 2 months' (or such shorter period as the Company may accept) notice in writing to the Company, revoke its consent to receive trade documents in electronic form and via electronic means (including via the Electronic Services).

8.7 衍生產品：對於衍生產品公司，應客戶要求向其提供（a）產品規格以及涉及此類產品的任何招股說明書或其他發行文件；及（b）保證金程序及未經客戶同意可能將客戶倉位平倉的情況的說明。

Derivative Products: The Company shall, in relation to derivative products provide to the Client upon its request, (a) product specifications and any prospectus or other offering document covering such products; and (b) an explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

8.8 客戶的確認：如果客戶同意並接受通過電子方式（包括通過電子服務）（“訪問服務”）接收交易文件，則客戶確認其理解並接受以下安排：（a）使用訪問服務需要客戶提供和指定的適當的硬件和軟件，互聯網訪問以及客戶提供和指定的特定電子郵件地址，移動電話號碼或其他電子地址，以接收公司的電子郵件，短訊或其他電子通知；（b）互聯網，電子郵件，短訊和其他電子信息服務可能會受到某些科技風險和干擾；（c）撤銷對訪問服務的同意應由客戶按照第 8.6 條（交付方式）規定的方式預先發出此類通知；和（d）客戶可能被要求為以下方面支付合理的費用：（i）獲取不再可通過，方式（包括電子服務）訪問和下載的任何交易文件的副本；或（ii）要求公司除提供訪問服務的請求外，還通過其他方式向其提供交易文件。

8.8 Acknowledgments by Client: Where the Client consents to and accepts the receipt of trade documents via electronic means (including via the Electronic Services) (the "Access Service"), the Client acknowledges that it understands and accepts the following arrangements: (a) appropriate hardware and software, internet access and a specific email address, mobile phone number or other electronic address provided and designated by the Client for receiving email, SMS or other electronic notifications from the Company are required for using the Access Service; (b) internet, email, SMS and other electronic information services may be subject to certain IT risks and disruption; (c) revocation of consent to the Access Service will be subject to the giving of such advance notice by the Client in the manner specified in Clause 8.6 (Method of Delivery); and (d) the Client may be required to pay a reasonable charge for: (i) obtaining a copy of any trade document that is no longer available for access and download via electronic means (including the Electronic Services); or (ii) requesting the Company to provide trade documents to it, in addition to the request for the Access Service, by other means.

## 9. 外幣

## 9. Foreign Currencies

9.1 貨幣兌換：在不影響上文第 2.4 條（本公司拒絕的權利）的一般性的情況下，本公司保留權利，在毋須給予任何原因下，拒絕客戶需要從一種貨幣轉為另一種貨幣以進行賣出或買入任何投資產品的任何指示，或在其他情況下拒絕為其他目的（包括為分派股息的目的）進行貨幣兌換。倘本公司接納客戶任何進行賣出或買入任何投資產品指示，或為任何其他目的進行任何貨幣兌換，進行有關貨幣兌換的成本及因相關貨幣匯率波動造成的任何溢利或虧損，將全部撥歸客戶所有。本公司可於任何帳戶按本公司全權釐定為當時現行貨幣市場匯率的匯率，兌換款項為任何貨幣及從任何貨幣兌換款項。該兌換可為下列目的進行：(i)執行任何指示或交易，或(ii)計算、清償、收回應收客戶的任何借項結餘或應付客戶的貸項結餘，或(iii)與本協議有關的任何其他目的。

9.1 Currency Conversion: Without prejudice to the generality of Clause 2.4 (Company's right to decline), the Company reserves the right to decline any Instruction of the Client to effect any sale or purchase of Investment Products requiring an exchange into or from one currency to another, or otherwise to refrain from effecting a currency exchange for other purposes (including for the purpose of effecting a dividend distribution), without giving any reason therefor. If the Company accepts any Instruction of the Client to effect any such sale or purchase of Investment Products or effects any currency exchange for any other purpose, the costs of effecting the relevant currency exchange and any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Client. The Company may convert monies in any Account into and from any currency at such rate of exchange as the Company shall in its sole discretion determine as being the then prevailing money market rate. Such conversion may be made for the following purposes: (i) effecting any Instruction or Transaction, (ii) the calculation, settlement and recovery of any debit balance due or that may become due from the Client or credit balance owed to the Client, and (iii) for any other purpose relating to the Agreement.

9.2 人民幣：如有以人民幣計價的交易，客戶同意並確認知悉：(a) 人民幣受外匯管制且有可能不可兌換的風險；(b) 除非本公司另有規定，以人民幣計價的交易應以人民幣結算。

9.2 RMB: Where a Transaction is denominated in RMB, the Client agrees and acknowledges: (a) the risk that RMB is subject to foreign exchange control and may be non-convertible; and (b) that except otherwise stated by the Company, Transactions denominated in RMB shall be settled in RMB.

## 10. 投資產品的保管

### 10. Safekeeping of Investment Products

10.1 一般：客戶確認及同意，根據本協議通過結算系統或在結算系統中不時獲得和/或持有的投資產品將在適用法規規限下及按照適用法規持有



10.1 General: The Client acknowledges and agrees that Investment Products from time to time acquired and/or held pursuant to the Agreement through or in a Clearance System shall be held subject to and in accordance with the Applicable Rules.

10.2 保管：本公司或本公司的任何有聯繫實體根據本協議持作保管的任何投資產品可由本公司全權及在適用法規規限下：(a)（如為可註冊投資產品）以客戶或本公司或本公司代名人名義註冊；或 (b) 以保管方式記存於本公司在有關市場於本公司的有聯繫實體或任何其他合資格為投資產品及相關文件提供保管安排的機構存置、指定為信託或客戶帳戶的獨立帳戶；且在上述任一情況下，概不構成本公司作為無力償債或清盤用途的資產的部分，惟應於委任臨時清盤人、清盤人或類似人員處理本公司全部或任何部分業務或資產後儘快退回予客戶。

10.2 Safekeeping: Any Investment Products held by the Company or the Company's associated entity for safekeeping pursuant to the Agreement may, at the Company's discretion and subject to the Applicable Regulations: (a) (in the case of registrable Investment Products) be registered in the name of the Client or in the name of the Company or the Company's nominee; or (b) be deposited in safe custody in a segregated account which is designated as a trust or client account and maintained in the relevant Market by the Company with the Company's associated entity or any other institution which is qualified for providing facilities for the safe custody of Investment Products and documents relating thereto; and in either case, shall not form part of the assets of the Company for insolvency or winding-up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the business or assets of the Company.

10.3 託管人：客戶委任公司作為託管人，客戶委任本公司為客戶在本協議規限下向本公司或其任何分託管人交付並獲接納的所有現金及投資產品的託管人。本公司有權按其酌情認為適當的條款將該等現金或投資產品存入其酌情認為適當的其他公司或機構。該等現金或投資產品可能與本公司的其他客戶的現金或投資產品一併存託（但不會與本公司本身帳戶持有的現金或證券、合約或商品一併存託）。

10.3 Custodian: The Client appoints the Company as custodian of all cash and Investment Products of the Client delivered to and accepted by the Company or any of its sub-custodians or nominees subject to the Agreement. The Company shall be entitled to deposit such cash or Investment Products with such other company or institution and on such terms as it may deem fit. Such cash or Investment Products may be co-mingled with those of other clients of the Company (but not with cash or Investment Products held for the Company's own account).

10.4 匯集：當客戶的資產與其他人士的資產匯集及共同持有時，客戶的個人權益不可以獨立文件、記錄或擁有權或所有權證據予以識別，而客戶及其他人士可能須攤分存託資產的公司或機構失責產生的任何差額。

10.4 Co-mingling: The Client acknowledges and agrees that, where the Client's assets are pooled and held collectively with the assets of other persons, the Client's individual entitlements may not be identifiable by separate documents,

records or evidence of ownership or title, and the Client and such other persons may have to share any shortfall arising from a default of a company or an institution with which the assets are deposited.

10.5 向客戶轉讓：受限於第 10.7 條（完全清償責任）的規定，本公司在合理可行的情況下將盡快在客戶指示後：(a) 促使不時於帳戶的任何投資產品以客戶或客戶書面通知本公司作為其代名人的人士的名義註冊，或倘如此指示，向客戶或代名人交付陳述或證明投資產品的文件，據此投資產品將不再於帳戶持有；及 (b) 從帳戶將客戶指示指定的任何金額轉撥至客戶指示的客戶銀行帳戶，而該轉撥將視為充分解除本公司向客戶作出付款的義務

10.5 Transfer to Client: Subject to Clause 10.7 (Full Discharge of Liabilities), the Company shall as soon as reasonably practicable after having been required to do so by Instructions from the Client: (a) procure the registration of any Investment Products from time to time in the Account in the name of the Client or a person notified in writing by the Client to the Company as being the nominee of the Client, or if so instructed, deliver the documents representing or evidencing the Investment Products to the Client or such nominee whereupon such Investment Products shall cease to be held in the Account; and (b) transfer any sum specified in the Instructions of the Client from the Account to such bank account of the Client as the Client may advise and such transfer shall be deemed to be a good discharge of the Company's obligation to make payment to the Client.

10.6 轉授/分託管人：受限於適用法規，客戶不可撤銷地授權本公司按第 2.5 條款（公司轉授）所述方式，委任一名或多名轉授/次託管人，不論在香港以內或以外，在任何期間內都要履行本公司的托管和保管職責。在適用法規的規限下，客戶不可撤銷地授權公司以第 2.5 條（公司授權）中指定的方式在任何時間段內任命一名或多名香港以內或以外的保管人/分保管人，履行本公司的保管和保管職責。

10.6 Delegation/Sub-Custodian: Subject to Applicable Regulations, the Company is irrevocably authorised by the Client to appoint, in the manner specified in Clause 2.5 (Delegation by Company), one or more custodians/subcustodians, whether inside or outside Hong Kong, for any period of time, to perform the Company's custodial and safekeeping duties.

10.7 完全清償責任：本公司在第 10.5 條款（向客戶轉讓）中的義務應受限於本協議的其他規定，特別是第 16 條款（押記）的規定，以及本公司要求在客戶提取任何款項之前全面清償所有責任的權利。本公司可在不通知客戶的情況下，在根據第 10.5 條款（向客戶轉讓）進行登記或轉讓前，以帳戶結餘金額清償任何或所有負債，或以其它方式要求客戶在根據第 10.5 條款（向客戶轉讓）進行登記或轉讓前支付有關款項。

10.7 Full Discharge of Liabilities: The obligations of the Company in Clause 10.5 (Transfer to Client) shall be subject to the other provisions of the Agreement and in particular Clause 16 (Charge) and to the right of the Company to require a full discharge of all the Liabilities prior to any withdrawal by the Client. The Company may, without notice to the Client, discharge any or all the Liabilities out of the monies standing to the credit of the Account prior to any registration

or transfer in accordance with Clause 10.5 (Transfer to Client) or otherwise require payment thereof to be made by the Client prior to any registration or transfer pursuant to Clause 10.5 (Transfer to Client).

10.8 表決權等：客戶在此授權本公司按照其與客戶投資產品有關的指示行事，包括行使投票權及投資產品所附帶的其他權利。儘管有上述規定，本公司可完全自行以其絕對酌情權決定拒絕根據任何指示行事，而無須給予任何理由。本協議的任何規定均不得以任何方式使本公司承擔通知客戶或就出席會議和在該等會議上表決採取任何行動的任何責任。除適用法規另有規定外，本公司無義務就其收到的與投資產品相關的通知、通訊、轉授書及其他文檔，或向客戶發送該等文檔或發出收到該等文件的任何通知。本公司有權就其根據客戶指示採取的任何行動向客戶收取服務費。

10.8 Voting Rights etc.: The Client hereby authorises the Company to act on Instructions relating to the Client's Investment Products, including the exercise of voting and other rights attached to the Investment Products. Notwithstanding the aforesaid, the Company may decline to act on any Instruction in its absolute discretion without giving any reason therefor. Nothing in the Agreement shall in any way impose on the Company any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. The Company has no duty in respect of notices, communications, proxies and other documents relating to the Investment Products received by the Company or to send such documents or to give any notice of the receipt of such documents to the Client unless otherwise required the Applicable Regulations. The Company has the right to charge the Client for its services in taking any action pursuant to the Client's Instruction.

10.9 股息等：本公司將向相關帳戶支付客戶與投資產品相關的所有股息、分紅、利息、息票或利益。

10.9 Dividends etc.: The Company will pay all dividends, distributions, interest, coupons or benefits relating to the Investment Products of the Client into the relevant Account.

10.10 無通知義務或行使權利：在不影響第 10.8 條款（表決權等）的一般性效力的前提下，如果客戶的投資產品以本公司或本公司指定的任何其他人士的名義註冊（但非以其他方式），則本公司可以但並無義務：(a) 將本公司收到的與該等投資產品相關的資訊、通知及其他通訊通知客戶（但無義務在就投資產品中提及的任何事項向本公司發出指示的充足時間內將該等資訊、通知及其他通訊轉發給客戶，亦無義務調查或參與或採取任何積極行動，但根據客戶發出的具體指示（本公司接受該等指示），並根據本公司可能要求的條件、賠償及合理費用撥備進行的除外），在未收到或延遲收到客戶發出的具體指示的情況下，不得採取行動，並且就相關事項的任何違約選擇權應適用；及 (b) 行使、認購、採用或以其他方式處置與客戶投資產品相關的公司認為合適的、對客戶具有約束力的權利或新事項，除非本公司已實際收到客戶的相反指示（且本公司接受該等指示），但根據適用法規，本公司不會採取可能導致本公司或其指定人有義務披露權益的任何行動。

10.10 No Obligation to Notify or Exercise Rights: Without prejudice to the generality of Clause 10.8 (Voting Rights etc.), where the Client's Investment Products are registered in the name of the Company or any other person appointed by the Company (but not otherwise), the Company may but is not obliged to: (a) notify the Client of information, notices

and other communications received by the Company in relation to such Investment Products (but shall be under no obligation to forward the same to the Client in sufficient time for Instructions to be given to the Company with regard to any matters referred to therein nor to investigate or participate or take any affirmative action except in accordance with specific Instructions from the Client (and such Instructions being accepted by the Company) and upon such conditions, indemnity and provision for reasonable expenses as the Company may require) and, in the absence of or delay in receiving specific Instructions from the Client, to refrain from acting and any default option in respect of the relevant matter shall apply; and (b) exercise, subscribe, take up or otherwise dispose of such rights or new issues in relation to the Client's Investment Products as the Company may think fit which shall be binding on the Client unless the Company has actually received prior Instructions to the contrary from the Client (and such Instructions being accepted by the Company), except that the Company will not exercise any action which may give rise to any obligation to disclose interest on the part of the Company or its nominee in compliance with the Applicable Regulations.

10.11 進一步行動：客戶授權本公司及其代名人在提供託管服務時，採取一切為遵守任何適用法規所需的行動，包括就帳戶內的現金或投資產品代扣代繳及/或支付應付的稅款或稅項。客戶確認，對於本公司或其指定人士持有的與投資產品相關的任何催繳、分期付款或其他付款，本公司及其代名人均不承擔任何責任。

10.11 Further Action: The Client authorizes the Company and its nominee to take all such actions as may be required to comply with any Applicable Regulations in providing custody services, including withholding and/or making payment of tax or duties payable in respect of cash or Investment Products in the Account. The Client acknowledges that neither the Company nor its nominee shall be liable in respect of any call, instalment or other payment in relation to the Investment Products held by the Company or its nominee.

10.12 投資產品的返還：無論因何種原因終止安全託管服務，本公司有權將客戶託管的全部資產風險和費用全部返還給客戶，包括將與本公司最初託管或接受的投資產品序號或標識不一致的投資產品返還給客戶。

10.12 Return of Investment Products: The Company is entitled, upon termination of any safe custody services for whatever reasons, to return to the Client at the sole risk and expense of the Client all the assets held in custody, including returning to the Client Investment Products which may not have the same serial number or identification as those originally deposited with or received by the Company.

10.13 無託管：提供安全託管服務並不使本公司成為客戶或任何客戶資產的受託人，除非任何該等資產以本公司或本公司的代名人的名義登記，在這種情況下，本公司僅作為被動受託人行事。除本協議規定的義務外，本公司就客戶資產不承擔任何其他義務。

10.13 No Trusteeship: The provision of the safe custody services does not constitute the Company a trustee of the Client or any of the Client's assets except where any such asset is registered in the name of the Company or a nominee of the Company in which case the Company acts in the capacity of a bare trustee only. The Company shall have no other obligations in respect of the Client's assets except those specified in the Agreement.

10.14 客戶責任：投資產品轉讓時，客戶應負責安排第三方將投資產品交付給客戶或由客戶接收，且任何手續費、轉帳費或託管費等均由客戶承擔。

10.14 Client's Responsibilities: In the case of the transfer of any Investment Products, the Client will be responsible for arranging the relevant third party to deliver the Investment Products to the Client or to receive the Client's Investment Products, and that any handling, transfer or custodian fees and charges shall be solely for the account of the Client.

10.15 相同類別和面額：本公司代表客戶購買或取得的投資產品的交付、在安全保管下或以客戶名義登記的任何義務應通過以客戶或其指定人的名義交付、持有或登記與本公司最初代表客戶存儲、轉讓或取得的投資產品的面額和名義金額相同的同類投資產品的方式履行。

10.15 Same Class and Denomination: Any obligations of the Company to deliver, to hold in safe custody or otherwise or to register in the name of the Client, Investment Products purchased or acquired by it on behalf of the Client shall be satisfied by the delivery, the holding or registration in the name of the Client or its nominee, Investment Products of the same class, denomination and nominal amounts with those originally deposited with, transferred to or acquired by the Company on behalf of the Client.

10.16 客戶風險：本公司和/或其代名人根據本協議存放或持有的投資產品應由客戶自行承擔風險，本公司無義務就任何種類的風險為任何該等產品投保，該等義務應由客戶自行承擔。

10.16 Client's Risk: Investment Products deposited with or held by the Company and/or its nominee(s) pursuant to the Agreement shall be at the Client's sole risk and the Company shall be under no obligation to insure any of them against any kind of risk, which obligation shall be the Client's sole responsibility.

10.17 處置：根據《證券及期貨（客戶證券）規則》（香港法例第 571 H 章）第 6（3）條的規定，本公司獲授權為處置客戶的任何證券或押記資產，以解決客戶或代表客戶欠本公司或第三方的任何債務（且公司有絕對的酌處權決定要處置的證券或押記資產）。

10.17 Disposal: The Company is authorized, pursuant to Section 6(3) of the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong), to dispose any of the Client's Securities or Charged Assets (and the Company shall have absolute discretion to determine which Securities or Charged Assets are to be disposed of) for the purpose of settling any liability owed by or on behalf of the Client to the Company or a third person.

## 11 佣金、收費和支出

### 11. Commissions, Charges and Expenses

11.1 佣金及收費：客戶應就本公司在本公司提供的收費表中指明或不時另行通知客戶的本公司服務（包括提供電子服務），支付佣金、費用、收費、經紀佣金溢價或其它報酬。客戶同意，在收費表及其他地方中指明



需向第三方支付款項(“第三方費用”)可能包括管理費及其他就本公司、本公司關聯公司及/或其他人士帳戶的費用。客戶進一步同意，本公司有絕對的酌情權保留該等第三方費用。本公司保留不時修改其費用表及該等其他告示的權利。

11.1 Commission and Charges: The Client shall pay commissions, fees, charges, brokerage, markups or other remuneration for the Company's services (including the provision of the Electronic Services) as specified by the Company in the fee schedules provided by the Company or otherwise notified to the Client from time to time. The Client agrees that fees expressed to be payable by the Client to a third party in a fee schedule or otherwise ("Third Party Fees") may be inclusive of administrative costs and other fees for the account of the Company, its Affiliates and/or other parties. The Client further agrees that the Company shall be entitled to retain such proportion of the Third Party Fees as the Company considers in its absolute discretion to be appropriate. The Company reserves the right to revise its fee schedules and such other notices from time to time.

11.2 維護費：本公司可能會向不時指定的任何期間內就沒有交易活動的任何帳戶上按月收取維護費，本公司將通知客戶該相關收費。

11.2 Maintenance Fee: The Company may charge a monthly maintenance fee to be notified by the Company to the Client on any Account with no trading activity for any length of time as specified by the Company from time to time.

11.3 費用及開支：客戶須就本公司就交易、帳戶及/或提供服務而招致的所有費用及開支，包括應付予任何經紀人、託管人、代理人及代名人的費用、印花稅、過戶費、登記費、稅項、股票結算費、有關交易所、結算所或市場徵收的征費、利息及其它手續費或開支，負上全面彌償責任。

11.3 Fees and Expenses: The Client shall be liable on a full indemnity basis for all fees and expenses incurred by the Company in connection with the Transactions, the Accounts and/or provision of its services including fees payable to any brokers, custodians, agents and nominees, stamp duties, transfer fees, registration fees, taxes, stock settlement fees, levies imposed by relevant Exchange, Clearing House or Market, interest and other handling costs or expenses.

11.4 資金轉帳手續費：客戶同意，如因任何由客戶發起的資金轉帳而引致需要向客戶收取行政費、匯款手續費及銀行代理費，將由客戶承擔。客戶亦同意，如有任何向諾亞支付的款項或當客戶將資金轉帳到帳戶時，必須先扣除所有收費及應收費用。客戶授權本公司代表支付上述收費及應收費用(如適用)。

11.4 Handling charge for fund transfer: The Client agrees that any administrative fee, remittance fee and correspondent bank charges that are payable regarding any fund transfer made by the client shall be borne by the Client. The Client further agrees that any payment made to Noah or any fund transfer made by the Client to the Account must be net of all fees and charges. The Client authorises the Company to pay any such charges on behalf of the Client (if required).

11.5 從帳戶中扣款：本公司獲客戶授權，可隨時向任何帳戶收取佣金、費用、收費、經紀佣金、酬金、征費、稅項及客戶須支付的其他費用及開支，而無須事先通知客戶。 11.6 全額支付：客戶應在到期日以本公司指定的



方式以立即可用的資金（或公司自行確定並可接受的其他資金）並以本公司自行要求的貨幣向本公司支付款項，不得進行任何扣除、抵銷、反訴、預扣或設定任何種類的條件，但如果法律強制客戶進行該等預扣，則客戶應支付的金額應予以增加，以使本公司實際收到的淨額等於如未預扣則本應收到的金額。

**11.5 Deduction from the Account:** The Company is authorised by the Client, at any time without prior notice to the Client, to charge to or debit from any Account any commissions, fees, charges, brokerage, remuneration, levies, duties and other costs and expenses payable by the Client. **11.6 Payment in Full:** Payments by the Client shall be made to the Company in the manner specified by the Company in immediately available funds (or other funds determined by and acceptable to the Company at its absolute discretion) on the due date, without any deduction, set-off, counterclaim, withholding or condition of any kind, and in such currency as the Company may in its absolute discretion require, except that, if the Client is compelled by law to make such withholding, the sum payable by the Client shall be increased so that the net amount actually received by the Company is the amount it would have received had there had been no withholding.

## **12. 稅項**

### **12. Taxes**

**12.1 客戶責任：**客戶全權負責處理並履行所有適用法規項下的所有稅務問題、責任和義務。客戶應向稅務顧問尋求獨立稅務專業意見，據以確定自己的納稅立場、責任和義務。本公司不對客戶的任何稅務、負債或義務提供諮詢或處理服務。

**12.1 Client's Responsibility:** The Client is solely responsible for handling and fulfilling all tax issues, liabilities and obligations under all Applicable Regulations. The Client should seek independent professional tax advice from its own tax adviser and to determine its own tax position, liabilities and obligations. The Company is not responsible for advising on or handling any of the Client's tax issues, liabilities or obligations.

**12.2 提供資訊要求：**經本公司合理要求或稅務機關和/或任何相關司法轄區的任何其他機關要求，客戶應簽署並提交公司可能要求的任何表格、證明或文檔，並提供本公司可能要求的必要資訊和協助（包括與共同報告標準相關的資訊和協助）。

**12.2 Request for Information:** Upon the Company's reasonable request or where the Company is required by the tax authority and/or any other authority of any relevant jurisdiction, the Client shall sign and file any form, certificate or document and provide such necessary information and assistance (including that which is related to the Common Reporting Standard) as the Company may require.

**12.3 外國賬戶稅務合規法案(FATCA)：**在不影響第 12.2 條款（提供資訊要求）的情況下，客戶承諾向本公司提供公司要求的資訊、文檔和證明，以履行適用的跨司法轄區稅務合規規則規定的義務。這包括但不限於：

(a) “外國賬戶稅務合規法案(FATCA)”指：(i) 《1986 年美國國內收入法》（及其修訂）第 1471 條至第 1474 條或其任何修訂或後續版本；(ii)政府與監管機構就第（i）段達成的任何政府間協議、諒解備忘錄、承諾及其他安排，包括香港政府簽訂的協議；(iii)本公司與美國國稅局或其他監管機構或政府機構根據第（i）段或與第（i）段相關簽訂的協議；(iv)美國、香港或其他地方根據任何上述規定通過的任何法律、規則、法規、解釋或慣例；及 (b) 稅務資訊共用安排，指任何本地或外國法律、法規和規則，包括但不限於外國賬戶稅務合規法案及相關規章制度項下的義務，以及影響本公司的其他國際交流安排。

12.3 FATCA: Without prejudice to Clause 12.2 (Request for Information), the Client undertakes to provide the Company with information, documents and certificates as required by the Company in order to meet obligations imposed by applicable inter-jurisdictional tax compliance rules. This includes, without limitation: (a) "FATCA", which means: (i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof; (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with paragraph (i), including as entered into the government of Hong Kong; (iii) agreements between the Company and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with paragraph (i); (iv) any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and (b) Tax information sharing arrangements, which means any local or foreign laws, regulations and rules including, without limitation, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting the Company.

12.4 彌償：在不限制客戶提供的任何其他彌償的原則下，客戶應按要求就因客戶指示、帳戶或本公司向客戶提供服務（包括因客戶未能遵守本第 12 條款的規定）而引致的任何責任、合理損失或開支（包括稅款及征費）向本公司、關聯公司及代理人作出賠償。

12.4 Indemnity: Without limiting any other indemnity provided by the Client, the Client shall indemnify the Company, its Affiliates and agents on demand against any liability, reasonable loss or expense (including taxes and levies) arising from the Client's Instructions, the Accounts or the Company's provision of services to the Client, including as a result of any failure by the Client to comply with this Clause 12.

### 13. 金錢和非金錢利益

#### 13. Monetary and Non-monetary Benefits

13.1 金錢利益：客戶確認，公司或與公司有關連的任何人士可從經紀商、產品發行人或其他第三方處獲得金錢利益。

13.1 Monetary Benefits: The Client acknowledges that the Company or any person connected with it may receive Monetary Benefits from brokers, product issuers or other third parties.

13.2 不可量化：公司可獲得金錢利益，該等金錢利益的金額在交易達成之前或交易達成之時不可量化。

13.2 Not Quantifiable: The Company may receive Monetary Benefits, in amounts that are not quantifiable prior to or at the point which a Transaction is entered into.

13.3 非金錢利益：客戶確認並同意，公司或與其有關聯的任何主體可能從經紀人、產品發行人或其他第三方獲得公司認為適當的非金錢利益，包括但不限於服務、贊助、廣告、研究分析、差旅、住宿和娛樂。

13.3 Non-monetary Benefits: The Client acknowledges and consents that the Company or any person connected with it may receive from brokers, product issuers or other third parties non-monetary benefits, including but not limited to, services, sponsorships, advertising, research and analysis, travel, accommodation and entertainment as the Company deems appropriate.

13.4 獨立性：除非本協議或公司另有規定，公司是獨立的中介人，理由如下：(a)本公司沒有收取由其他人士就我們向客戶分銷任何投資產品而提供的費用、佣金或任何其他金錢收益；及(b)本公司與產品發行人沒有任何緊密聯繫或其他法律或經濟關係，或沒有從任何人士取得任何非金錢收益，而這些聯繫、關係或收益可能損害本公司的獨立性，使本公司偏向任何特定投資產品、任何投資產品類別或任何產品發行人。

13.4 Independence: Unless otherwise stated in the Agreement or by the Company, the Company is an independent intermediary because: (a) it does not receive fees, commissions, or other Monetary Benefits, provided by any party in relation to its distribution of any Investment Products to the Client; and (b) it does not have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair its independence to favour any particular Investment Product, any class of Investment Products or any product issuer.

## **14. 電子服務**

### **14. Electronic Services**

14.1 電子服務：公司可不時全權酌情決定向客戶提供某些電子服務。如若如此，則本第 14 條應適用。

14.1 Electronic Services: The Company may, from time to time and at its sole discretion, provide to the Client certain Electronic Services. This Clause 14 shall apply.

14.2 正確輸入及信賴：客戶同意本公司有權依賴正確輸入的登入識別碼及密碼，以確定給予本公司的任何指示是否為客戶的指示，並依該假設行事。客戶應對透過電子服務輸入所有資料及透過使用電子服務向本公司發出

的所有指示承擔全部責任，即使該等資料或指示可能是由經授權或未經授權代表客戶發出該等指示的第三方發出。客戶承諾，如在使用登錄識別碼和密碼登錄時有任何困難，將立即通知本公司。

**14.2 Correct Entry and Reliance:** The Client agrees that the Company is entitled to rely on the correct entry of the Login Identifiers and Passwords in order to ascertain whether any Instruction given to the Company is that of the Client's and to act on that assumption. The Client shall be fully responsible and liable for the entry of all information through the Electronic Services and all Instructions given to the Company through the use of the Electronic Services notwithstanding that such information or Instruction may have been given by a third party with or without authority to give such Instruction on behalf of the Client. The Client undertakes to notify the Company immediately if it has any difficulties logging in using the Login Identifiers and Passwords.

**14.3 個人：**客戶應為其登錄識別碼和密碼的唯一授權使用者。

**14.3 Personal:** The Client shall be the only authorized user of its Login Identifiers and Passwords.

**14.4 保管：**客戶對其登錄識別碼和密碼的保密性、安全性和保管負全部責任。客戶承諾，若客戶懷疑該登入識別碼或密碼已被洩露、遺失、被盜或未經授權使用，將立即通知本公司。

**14.4 Safe-keeping:** The Client has the sole responsibility and shall be liable for the confidentiality, security and safekeeping its Login Identifiers and Passwords. The Client undertakes to notify the Company immediately if the Client suspects there have been disclosure, loss, theft or unauthorised use of the Login Identifiers or Passwords.

**14.5 禁止性規定：**客戶使用電子服務時不得有下列行為：(a) 未經本公司明示書面同意，以任何方式翻錄、轉發、散播、出售、發布、刊登、廣播、傳閱、利用（無論是為商業利益還是其他目的）從電子服務獲得的或通過電子服務獲得的數據及/或報告，且不得將資訊用於任何不正當或非法目的或違反適用法規；(b) 進行任何添加，修改，調整或變更以篡改任何部分或破壞於電子服務上或通過電子服務可獲得的任何資訊或服務；(c) 允許將任何設備或軟件以任何方式連結或通信，或與任何其他服務或系統結合使用，使得從本公司獲得的任何資訊和/或報告可能被該等設備或軟件取用，使用，存儲或重新分發；(d) 使用除協議規定或公司可能不時發布的其他指示所規定的電子服務下可用的設施。

**14.5 Prohibitions:** In using the Electronic Services, the Client shall not: (a) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the Electronic Services in any manner whatsoever without the express written consent of the Company and shall not use the information for any wrongful or illegal purpose or in contravention of Applicable Regulations; (b) make any additions, modifications, adjustments or alterations to, tamper any part or corrupt any information or services available on or through the Electronic Services; (c) permit any equipment or software to be linked to or communicate in any manner or be used in connection with any other service or system whereby any information and/or reports obtained from the Company may be accessed, used, stored or redistributed by or through such

other equipment or software; and/or (d) use the facilities available under the Electronic Services otherwise than as stipulated under the Agreement or such other directions which may be issued by the Company from time to time.

14.6 暫停和終止：公司可根據其酌情權不時在不通知客戶的情況下：(a) 修訂、修改、暫停或終止電子服務的運行和/或該等電子服務的使用條款；(b) 暫停或終止客戶訪問或使用電子服務；及/或 (c) 停用登入識別碼及密碼，並無須對客戶負責就客戶因上述任何行動而可能蒙受的任何損失、損害、費用、收費或開支。

14.6 Suspension and Termination: The Company may in its sole and absolute discretion, from time to time and without notice to the Client: (a) amend, modify, suspend or terminate the operation of the Electronic Services and/or the terms of use for such Electronic Services; (b) suspend or terminate the access of the Client to or use of the Electronic Services; and/or (c) deactivate the Login Identifiers and Passwords, and shall not be liable to the Client for any loss, damage, costs, charges or expenses which may be suffered by the Client consequent upon any of the above actions.

14.7 固有漏洞：客戶接受並確認，電子系統和技術（包括電子服務及公司使用的該等其他系統和技術）在本質上容易出現黑客攻擊、中斷、延誤或故障等現象。如電子服務未能為客戶提供時，客戶必須自行採取後備交易方案以執行指示。

14.7 Inherent Vulnerabilities: The Client accepts and acknowledges that electronic systems and technologies, including the Electronic Services and such other systems and technologies used by the Company, are inherently vulnerable to hacking, disruption, delay or failure. The Client must maintain alternative arrangements for the giving of Instructions in the event that the Electronic Services are unavailable.

14.8 責任限制：本公司對客戶使用電子服務所引致或引起的任何損失，損害，成本，收費或開支概不負責，包括但不限於：(a) 丟失或未經授權的使用登錄識別碼或密碼的；(b) 未經授權使用或訪問電子服務；或 (c) 無論出於何種原因，電子服務的任何延誤、錯誤、失敗或無法訪問或不可用。

14.8 Limitation of Liability: The Company shall not be liable to the Client for any loss, damage, costs, charges or expenses whatsoever and howsoever caused or arising from the use by the Client of the Electronic Services, including but not limited to: (a) the loss or unauthorised use of the Login Identifiers or Passwords; (b) the unauthorised use of or access to the Electronic Services; or (c) any delay, fault, failure or loss of access to, or unavailability of the Electronic Services for whatever reason.

14.9 知識產權 (a) 除非另有說明，本公司或某些其他第三方（包括但不限於經紀，合作夥伴或保薦人）（合稱為“權利持有人”）是通過電子服務提供和電子服務上發布的材料的所有知識產權的擁有人或被授權人。這些內容受到全球版權法和條約的保護。所有此類權利一律保留。(b) 在使用電子服務時，客戶同意不作出任何會違反、侵犯、損害或以任何方式影響權利持有人的知識產權，包括但不限於本公司網站及軟件的所有部份（「知識產權」）的事情，並應採取所有必要措施以保障及保護此等知識產權。由電子服務提供或產生的數據或報告中的所有知識產權（不論是版權或其他形式的知識產權）均純粹歸屬於及將保留為權利持有人的專有財產。



(c) 如未事先獲得相關權利持有人許可，客戶不得上傳，發表，翻錄，轉發，傳播，出售，發布，廣播，傳閱，利用或分發通過電子服務提供而受版權或其他知識產權(以及公開權和私隱權)保護的任何數據，軟件或其他材料，也不得將其或其任何部分用於個人使用或其日常業務以外用途。

4.9 Intellectual Property (a) Unless otherwise stated, the Company or certain other third parties (including without limitation brokers, partners or sponsors) (collectively the "Rights Holders") are the owner or the licensee of all intellectual property rights available through the Electronic Services, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. (b) In utilising the Electronic Services, the Client agrees not to do anything that will violate, infringe, prejudice or in any way affect the Rights Holders' intellectual property rights, including without limitation all parts of the websites and software of the Company ("IP Rights"), and shall take all necessary measures to preserve and protect these IP Rights. All IP Rights (whether by way of copyright or otherwise) in the information or reports available from or generated by the Electronic Services vest solely in and will remain the exclusive property of the relevant Rights Holders. (c) The Client shall not upload, post, reproduce, retransmit, disseminate, sell, publish, broadcast, circulate, exploit or distribute any information, software or other material available through the Electronic Services protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the relevant Rights Holder, nor use the same or any part thereof other than for its own use or in the ordinary course of its own business.

## 15. 留置權

### 15. Lien

15.1 一般留置權：在不影響在本協議項下授予公司的任何其他權力、許可權、權利和補償的情況下，在欠公司或任何關聯公司的所有款項均已被支付、清償或全額清償之前，公司有權以留置權的形式保留並預留所有款項、投資產品（包括但不限於為客戶或代表客戶購買的或客戶擁有帳戶權益的任何及所有投資產品）以及公司或任何關聯公司不時持有的客戶的其他財產，無論是為安全保管還是為其他目的持有，還是根據本協議或以其他方式持有，公司有權收取、出售或變現該等款項、投資產品和財產的全部或任何部分，並在扣除費用後使用收益清償客戶欠公司或任何關聯公司的任何款項。經公司要求，客戶應自行承擔費用和支出，向公司或公司指定的任何其他主體執行將該等金錢、投資產品和財產的法定所有權歸屬於公司或公司指定的任何其他主體的所有轉讓並開展所有必要事項。

15.1 General Lien: Without prejudice to any other powers, authorities, rights and remedies granted to the Company under the Agreement, and until all amounts owed to the Company or any Affiliate have been paid or satisfied or discharged in full, the Company has the right to retain and withhold by way of lien all money, Investment Products (including but not limited to any and all Investment Products acquired for or on behalf of the Client or in which the



Client has an interest which are held for the Account) and other property of the Client held from time to time by the Company or any Affiliate, whether held for safe-keeping or otherwise, and whether pursuant to the Agreement or otherwise, and the Company shall have the power to collect, sell or realise all or any part of such money, Investment Products and property at such price as the Company may think fit and to apply the proceeds, after deduction of expenses, to satisfy any amount owed by the Client to the Company or any Affiliate. The Client shall upon the request of the Company and at the Client's cost and expense execute all transfers and do all things necessary for vesting the legal title in such money, Investment Products and property to the Company or any other person as the Company may specify.

15.2 無產權負擔：未經公司事先書面同意，客戶不得出讓、轉讓、抵押、質押、押記，或設立或允許產生或存在任何性質的任何留置權或其他產權負擔，或授予或意圖授予以其對客戶的帳戶所擁有的任何金錢，投資產品和/或其他財產的權利，所有權，權益和索償權的選擇權。

15.2 No Encumbrance: The Client shall not, without the Company's prior written consent, assign, transfer, mortgage, pledge, charge, or create or permit to arise or exist any lien or other Encumbrances of any nature, or grant or purport to grant an option, on or over its right, title, interest and claim in or to any money, Investment Products and/or other property held by the Company for the account of the Client.

## 16. 押記

### 16. Charge

16.1 押記：考慮到公司向客戶提供的服務，客戶作為實益擁有人，特此以第一固定押記的方式抵押，將其目前和未來在所有押記資產中的所有權利、權屬、利益、權利主張和權益，作為客戶適當和準時支付並履行所有負債及客戶不時履行所有其他義務的持續擔保。如果設定的擔保由於任何原因作為第一固定押記無效，則該擔保應作為第一浮動押記生效。本第 16.1 條設立的任何浮動押記應在任何違約事件發生時自動轉換為具體的固定押記（在一般法律項下發生浮動押記的情況之外且在不影響該等情況的情況下）。在不影響上述規定的前提下，公司可在任何時間且不時通過書面通知客戶的方式，就該等通知中指定的全部或任何部分押記資產將任何浮動押記轉換為固定押記。

16.1 Charge: In consideration of the Company's provision of services to the Client, the Client, as beneficial owner, hereby charges by way of first fixed charge all its rights, title, benefits, claims and interests, both present and future, in and to all of the Charged Assets, as a continuing security for the due and punctual payment and satisfaction of all the Liabilities and performance of all other obligations of the Client from time to time. If and insofar as the security created shall be ineffective as a first fixed charge for any reason, such security shall take effect as a first floating charge. Any floating charge created by this Clause 16.1 shall (in addition to and without prejudice to the circumstances in which the same shall occur under general law) automatically be converted into a specific fixed charge upon the occurrence of any Event of Default. Without prejudice to the aforesaid, the Company may at any time and from time to time by notice in

writing to the Client, convert any floating charge into a specific fixed charge as regards the whole or any part of the Charged Assets specified in such notice.

16.2 無責任：公司和公司的代名人不應以任何方式對為強制執行抵押品之目的而採取的任何行動所造成的任何損失承擔任何責任，無論該等損失是否已經造成或產生，無論該等行動是否可以或本可獲得更好的價格，亦無論該等損失是否可以通過推遲或提前採取該等行動的日期而減少或避免。

16.2 No Liability: The Company and the Company's nominee shall not be in any way responsible for any loss occasioned by any action taken for the purposes of enforcing the Collateral, howsoever such loss may have been caused or arisen, or whether or not a better price could or might have been obtained on such action, or whether such loss may be reduced or avoided by either deferring or advancing the date of taking such action.

16.3 損失和責任：在使用、出售或處置押記資產或其任何部分時，公司應按照屆時的市場價格向任何關聯公司作出該等行為，並且不會：(a) 以任何方式對以任何方式產生的任何損失承擔責任；及 (b) 對公司或其任何代名人或關聯公司的任何利潤承擔責任，除非公司另行通知客戶（無論是在相關的撥款或止贖之前還是之後），否則不得將其視為對抵押資產的絕對占用或喪失抵押品贖回權，以排除客戶以及其在其中的權益。在此情況下，任何該等佔用或喪失抵押品贖回權應被視為按公允市場價值出售押記資產，負債應減去相當於該等出售收益的金額。

16.3 Loss and Accountability: In appropriating, selling or disposing of the Charged Assets or any part thereof, the Company do so at the then current market price to any Affiliate, and without being: (a) in any way responsible for any loss occasioned thereby howsoever arising; and (b) accountable for any profit made by the Company or any of its nominees or Affiliates, and the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Assets to the exclusion of the Client and in extinguishment of its interests therein, unless the Company shall otherwise notify the Client (whether before or after the relevant appropriation or foreclosure has been effected), in which event any such appropriation or foreclosure shall be treated as a sale of the Charged Assets at a fair market value and the Liabilities shall be reduced by an amount equivalent to the proceeds of such sale.

16.4 持續擔保：抵押品應為持續抵押品，即使帳戶有任何中期付款或結算，或全部或部分債務已獲清償，亦無論任何帳戶已結束，而其後客戶單獨或與其它人士共同重新開立帳戶或隨後開立任何帳戶。在不影響前述規定的情況下，即使本協議終止，抵押品仍應存在並繼續具有充分效力，直至客戶已完全清償所有負債為止。

16.4 Continuing Security: The Collateral shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of the Liabilities and notwithstanding the closing of any of the Accounts and which are subsequently reopened or the subsequent opening of any Account by the Client either alone or jointly with others. Without prejudice to the foregoing, the Collateral shall subsist and continue to have full force and effect notwithstanding the termination of the Agreement until the Client has fully discharged all the Liabilities.

16.5 附加權利：第 16.1 條（押記）中設立的押記應作為公司目前或將來就責任可能持有或採取的任何其他擔保、保證或賠償的補充，不影響也不受其影響，並可由公司在不事先追索任何該等其他擔保、保證或賠償的情況下強制執行。

16.5 Rights Additional: The charge created in Clause 16.1 (Charge) shall be in addition to and shall not affect or be affected by any other security, guarantee or indemnity which the Company may now or in the future hold or take in respect of the Liabilities and may be enforced by the Company without prior recourse to any such other security, guarantee or indemnity.

16.6 暫記帳戶：根據抵押品變現的任何款項可存入公司開立的暫記帳戶的貸方，但條件是公司或代名人可全權決定在不承擔任何義務的情況下同時將該等款項或款項的任何部分用於或用於清償債務。

16.6 Suspense Account: Any monies realised pursuant to the Collateral may be placed and kept to the credit of a suspense account opened by the Company for so long as the Company or its nominee may in its absolute discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Liabilities.

16.7 解散無效：抵押品不得因本協議的任何修訂或變更或因客戶的解散或無力償債而解除。如客戶為商號，而商號已拆夥時，在收到拆夥實際通知前，抵押品對以該商號名義所欠商號之一切債務，應繼續有效；如商號拆夥僅因引入一名或多名合夥人而引致者，則除當時已拆夥之商號之債務及責任外，抵押品亦對由新合夥人所組成之商號同樣適用，一如商號之組織無任何變更。

16.7 Dissolution to have no Effect: The Collateral shall not be discharged by any amendment or variation to the Agreement or by the dissolution or insolvency of the Client. Where the Client is a firm and there is a dissolution, the Collateral shall apply to all indebtedness incurred in the firm's name to the Company until receipt of actual notice of dissolution and, if the dissolution is by reason only of the introduction of one or more partners, the Collateral shall continue and, in addition to the debts and liabilities of the firm then dissolved, shall apply to the firm constituted with new partners as if there had been no change in the firm.

16.8 客戶承諾：客戶向本公司承諾：(a) 其不會在任何押記資產或任何帳戶上設立或允許存在任何產權負擔（但依法產生的任何產權負擔除外）或處置任何押記資產或任何帳戶，但本協議中規定的除外；(b) 客戶應將押記資產的所有證書、文書和所有權證明（在適當的情況下）連同公司可能不時要求的所有必要的轉讓形式存放於公司或其指定的銀行；(c) 客戶應簽署並交付公司為完善其所有權或歸屬公司或使公司能夠將押記資產的全部利益授予公司之目的而可能不時要求的進一步轉讓、押記、授權及其他文件；(d) 未經公司事先同意，客戶不得提取或試圖提取全部或任何部分的押記資產；及 (e) 客戶不得採取或不採取可能損害抵押品效力的任何行動。

16.8 Client's Covenants: The Client covenants with the Company that: (a) it will not create or permit to subsist any

Encumbrance (other than any Encumbrance arising by operation of law) over or dispose of any Charged Assets or any Account, other than as provided for in the Agreement; (b) the Client shall deposit with the Company, or to its order, all certificates, instruments and evidence of title to the Charged Assets, together, where appropriate, with all such necessary forms of transfer as the Company may from time to time require; (c) the Client shall execute and deliver such further assignments, charges, authorities and other documents as the Company may from time to time require for perfecting its title to or for vesting or enabling the Company to vest the full benefit of the Charged Assets in its favour; (d) the Client shall not withdraw or attempt to withdraw all or any part of the Charged Assets without the prior consent of the Company; and (e) the Client shall not to take or omit to take any action which might prejudice the effectiveness of the Collateral.

16.9 無限制：任何適用法規對任何直接或其他出售權、收益運用或對任何其他權利或抵押或其他產權負擔的合併施加的任何限制不適用於抵押品、公司或客戶向公司提供的任何其他擔保。

16.9 No Restrictions: No restrictions imposed by any Applicable Regulations on any immediate or other power of sale, application of proceeds or on any other right or on the consolidation of mortgages or other Encumbrances shall apply to the Collateral, the Company or to any other security given by the Client to the Company.

16.10 授權書：客戶以擔保方式，不可撤銷地委任公司及其任何代表或附屬代表為客戶的真實合法的代理人（有全權委任替代人及再委任人，包括有權授權如此委任的人就抵押品作出進一步委任），以客戶的名義或以其他方式，簽署、蓋章、交付、行使及以其他方式完善及作出下列所有協議、法令及事情：(a) 客戶就抵押品本身所能做的事；(b) 客戶在抵押品下有義務或可能有義務；及/或 (c) 否則，在公司看來，可能被要求或被視為適當或適當的，或與抵押品授予的所有或任何權利的充分行使及其有權充分行使抵押品條款的權利。本授權書隨附權益，不可撤銷，在任何債務存續期間，本授權書不可撤銷。客戶認可並確認，並同意認可並確認根據本第 16.10 條指定的任何律師（或任何替代或轉委託）可合法簽署、蓋章、交付、行使或進行的任何協議、行為或事項。

16.10 Power of Attorney: The Client, by way of security, irrevocably appoints the Company and any of its delegates or sub-delegates severally to be the Client's true and lawful attorney (with full power to appoint substitutes and to subdelegate including power to authorise the person so appointed to make further appointments with regard to the Collateral) on behalf and in the name of the Client or otherwise, to execute, seal, deliver, exercise and otherwise perfect and do all such agreements, acts and things which: (a) the Client could itself do in relation to the Collateral ; (b) the Client is or may become obliged to do under the Collateral; and/or (c) otherwise may in the Company's opinion be required or deemed proper or desirable for or in connection with the full exercise of all or any of the rights conferred by the Collateral and its rights to give full force and effect to the terms of the Collateral. This power of attorney is coupled with an interest and is irrevocable and shall remain irrevocable as long as any of the Liabilities remains outstanding.

The Client ratifies and confirms and agrees to ratify and confirm any agreement, act or thing which any attorney (or any substitute or sub-delegate) appointed under this Clause 16.10 may lawfully execute, seal, deliver, exercise or do.

16.11 不得撤銷：抵押品的任何撤銷、解除或結算應以客戶或任何其他人士因任何原因撤銷、減少、命令退還或償還有關債務的任何擔保、處置、付款或清償為條件，如果該等條件未獲滿足，公司有權強制執行抵押品，如同該等撤銷、解除或結算未發生一般。

16.11 No Avoidance: Any release, discharge or settlement of the Collateral shall be conditional upon no security, disposition, payment or discharge in respect of the Liabilities by the Client or any other person being avoided, reduced, ordered to be refunded or repaid for any reason and, if such conditions are not fulfilled, the Company shall be entitled to enforce the Collateral as if such release, discharge or settlement had not occurred.

16.12 復原：如果公司認為客戶或任何其他人士支付的款項能夠被宣告無效或以其他方式（在客戶清算時或以其他方式）劃撥，則該款項不應被視為已支付。此外，公司可根據其酌情權就任何付款、擔保或其他處置有可能被宣告無效、減少或償還的任何權利主張作出讓步或妥協。

16.12 Reinstatement: If the Company considers that an amount paid by the Client or any other person is capable of being avoided or otherwise set aside (on the liquidation of the Client or otherwise), then that amount shall not be considered to have been paid. Furthermore, the Company may at its sole discretion concede or compromise any claim that any payment, security or other disposition is liable to be avoided, reduced or repaid.

16.13 良好擁有權：客戶陳述並保證，押記資產由客戶實益擁有，客戶將擁有良好權利和權屬投資產品存放於公司或其關聯公司，該等資產目前及將來均不附帶任何種類的任何留置權、押記或產權負擔，目前及將來均不受限於任何選擇權，抵押品中包含的任何股票、股份及其他投資產品目前及將來均已被全額支付。

16.13 Good Title: The Client represents and warrants that the Charged Assets are beneficially owned by the Client, that the Client has good right and title to deposit the Investment Products with the Company or its Affiliates, that the same are and will remain free from any lien, charge or Encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other Investment Products comprised in the Collateral are and will be fully paid up.

16.14 權利的行使：在公司執行其在任何擔保項下的任何權利之前，（i）公司有權（僅在向客戶發出通知的前提下）行使與押記資產相關的投票權及其他權利，以保護押記資產的價值；及（ii）除非本條款另有規定，客戶可指示行使附加於押記資產或與押記資產相關的其他權利，但此舉不得與客戶在本協議其他義務有所矛盾，或在任何形式下可能影響本公司就抵押品的權利。

16.14 Exercise of Rights: Until the Company enforces any of its rights under any Collateral, (i) the Company shall have the right, subject only to giving the Client notice, to exercise voting rights and other rights relating to the Charged Assets to protect the value of the Charged Assets; and (ii) except as otherwise provided in these Terms, the Client may direct the exercise of other rights attaching to, or connected with, the Charged Assets, but not in any manner which is inconsistent with the Client's obligations under the Agreement, or which in any way may prejudice the Company's rights in relation to the Collateral.



16.15 抵押品的保護：如果任何人就本協議所載的任何事項或全部或任何部分抵押品或就本協議所載的任何事項或全部或任何部分抵押品針對公司提起任何訴訟或程序或提出任何權利主張或要求，公司有權採取其認為必要或適當的合理措施，包括拒絕向客戶支付或交付構成抵押品一部分的全部或任何部分的任何款項，以及取消或不遵守客戶就全部或任何部分抵押品可能發出或可能發出的任何指令或指示。本第 16.15 條的任何規定均不應被解釋為公司就與本協議或抵押品相關的任何行動、程序、權利主張或要求採取任何措施的義務。

16.15 Protection of Collateral: In the event that any action or proceeding is commenced or any claim or demand is made by any person against the Client in connection with any matter contained in the Agreement or all or any part of the Collateral or against the Company in connection with any matter contained in the Agreement or all or any part of the Collateral, the Company shall be entitled to take such reasonable steps as it may deem necessary or advisable including the withholding of payment or delivery to the Client of all or any part of any monies forming part of the Collateral and the cancellation or non-compliance with any orders or Instructions which the Client may have given or may give regarding all or any part of the Collateral. Nothing in this Clause 16.15 shall be construed as an obligation on the part of the Company to take any steps in connection with any action, proceedings, claim or demand associated with the Agreement or Collateral.

16.6 股息：客戶可收取的構成抵押品全部或一部份的任何股息、分派、利息、款項、權益，客戶須以信託形式代本公司持有，並須在本公司要求時支付予本公司。

16.16 Dividends: Any dividends, distributions, interests, monies, entitlements forming all or part of the Collateral which may be received by the Client shall be held by the Client in trust for the Company and shall be paid over to the Company on demand

16.17 不得放棄和無效：抵押品不得因公司未取得任何擔保或公司取得的任何擔保的無效性、非法性或不可強制執行性，或因公司就向客戶或其關聯公司已作出或將作出的任何預付款的用途而訂立的任何現有或未來協議而受到影響。

16.17 No Waiver and Invalidity: The Collateral shall not be affected by any failure by the Company to take any security or by the invalidity, illegality or unenforceability of any security taken by the Company or by any existing or future agreement by the Company as to the application of any advances made or to be made to the Client or its Affiliate.

16.18 延長期：如果客戶或其關聯公司根據本協議或任何其他協議所聲稱的任何義務或責任（如有效或可強制執行，該等義務或責任將由第 16.1 條款（押記）所設定的押記所擔保，該等義務或責任因任何原因全部或部分對客戶或其關聯公司無效或不可強制執行，包括客戶權力的任何缺陷或不足或缺缺，或任何不正常或不當行使權力，或任何聲稱代表客戶或其關聯公司行事的人士違反或缺乏授權，或任何法定限制（不論根據《時效條例》（香港法例第 347 章）還是其他方式），或任何其他事實或情況（無論是否為公司所知悉），或如果客戶或其關聯公司由於任何其他原因沒有或不再有法律責任解除其在本協議或任何其他協議中承擔或聲稱承擔的任何義務或責任，則可終止本協議或任何其他協議中約定的客戶或其關聯公司的義務或責任。第



16.1 條款（押記）中設立的押記應適用於擔保該義務或責任或聲稱的義務或責任，如同該等義務或責任完全有效並可強制執行。

16.18 Extension: Should any purported obligation or liability of the Client or its Affiliate under the Agreement or any other agreement which, if valid or enforceable, would be secured by the charge created in Clause 16.1 (Charge), be or become wholly or in part invalid or unenforceable against the Client or its Affiliate on any ground whatsoever, including any defect in or insufficiency or want of powers of the Client, or irregular or improper purported exercise of power, or breach or want of authority by any person purporting to act on behalf of the Client or its Affiliate, or any legal limitation (whether under the Limitation Ordinance (Cap. 347 of the Laws of Hong Kong) or otherwise) or other incapacity, or any other fact or circumstances, whether or not known to the Company, or if for any other reason whatsoever the Client or its Affiliate is not or ceases to be legally liable to discharge any obligation or liability undertake or purported to be undertaken in the Agreement or any other agreement, the charge created in Clause 16.1 (Charge) shall nevertheless extend to secure that obligation or liability or purported obligation or liability as if the same were wholly valid and enforceable.

16.19 客戶重組：客戶或其作為抵押品的人或其他組織的組成在任何時候發生變更，均不影響抵押品的有效性或解除擔保。如果客戶或其關聯公司為合夥企業，在公司解散的情況下，抵押品應適用於擔保該公司或以該公司的名義發生的所有債務和負債，直至公司收到實際解散通知。但如商號拆夥僅因新合夥人或新合夥人加入而引致者，除舊商號之債務及責任外，其抵押品仍應繼續有效，而“負債”之定義，亦適用於由新商號所欠下或引致之所有款項及所欠債務，一如商號之組織維持原狀。

16.19 Restructuring of Client: No change in the constitution of the Client nor of the persons or other entities for whose liabilities the Collateral may at any time stand as security shall affect the validity of or discharge the Collateral. If the Client or its Affiliate is a partnership, and in the event of the dissolution of the firm, the Collateral shall apply to secure all the indebtedness and liabilities to the Company incurred by the firm or in the firm's name until receipt by the Company of actual notice of dissolution. If, however, the dissolution is by reason only of the introduction of a partner or a further partner or partners into the firm, the Collateral shall continue and, in addition to the debts and liabilities of the old firm, the definition of "Liabilities" shall apply to all monies and liabilities due or incurred from or by the new firm or firms thereby constituted as though there had been no change in the firm as previously constituted.

16.20 未生效的抵押品：在不影響上述規定的一般性的情況下，抵押品及其擔保的金額不會以任何方式受到以下各項的影響：(a)公司或其關聯公司目前或將來在本協議項下或與本協議相關持有的任何其他擔保、保證或賠償或任何其他責任；(b)對任何擔保、保證或賠償或其他文件的任何其他變更、修訂、放棄或解除；(c)公司或其關聯公司強制執行或不強制執行或解除任何擔保、保證或賠償或其他檔（包括第 16.1 條（押記）中設立的押記）；(d)公司或其關聯公司給予客戶或任何其他主體的任何時間、寬限、棄權或同意；(e)由公司或任何其他人士向客戶提出或未提出任何要求，要求支付本協議項下應付的任何款項；(f)客戶資不抵債、破產、死亡或精神失常；(g)公司可能與任何其他人士實現的任何合併、兼併或重組，或將公司的業務、財產或資產的全部或任何部

分出售或轉讓給任何其他人；(h)客戶在任何時候針對公司或任何其他人士可能享有的任何權利主張、抵銷或其他權利的存在；(i)公司與客戶或任何其他人士達成的任何安排或妥協；(j)本協議的任何規定或任何擔保、保證或賠償（包括第 16.1 條（押記）中設立的押記）或任何一方在本協議項下或與之相關的任何權利或義務或任何擔保、保證或賠償（包括第 16.1 條（押記）中設立的押記）的不合法、無效或不可強制執行或存在任何缺陷，無論是基於越權、不符合相關主體的利益、未由任何主體正式授權、簽署或交付，還是由於任何其他原因；(k)根據有關破產、無力償債或清盤的任何法律可予撤銷或受其影響的任何協議、擔保、保證、賠償、付款或其他交易，或客戶以誠信態度作出的任何該等協議、擔保、保證、賠償、付款或其他交易的解除、和解或清償，而任何該等解除、和解或清償應被視為相應地受到限制；或 (l)本公司或任何其它人士所做或遺漏或疏忽的任何其它事情，或任何其它交易、事實、事情或事情，若無本條款規定，可能會損害或影響客戶在本合約下的責任。

16.20 Collateral Not Effected: Without prejudice to the generality of the foregoing, neither the Collateral nor the amounts thereby secured will be affected in any way by:- (a) any other security, guarantee or indemnity now or hereafter held by the Company or its Affiliates under or in respect of the Agreement or any other liabilities; (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document; (c) the enforcement or absence of enforcement or release by the Company or its Affiliates of any security, guarantee or indemnity or other document (including the charge created in Clause 16.1 (Charge)); (d) any time, indulgence, waiver or consent given to the Client or any other person whether by the Company or its Affiliates; (e) the making or absence of any demand for payment of any sum payable under the Agreement made on the Client whether by the Company or any other person; (f) the insolvency, bankruptcy, death or insanity of the Client; (g) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person; (h) the existence of any claim, set-off or other right which the Client may has at any time against the Company or any other person; (i) any arrangement or compromise entered into by the Company with the Client or any other person; (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of the Agreement or any security, guarantee or indemnity (including the charge created in Clause 16.1 (Charge)) or any of the rights or obligations of any of the parties under or in connection with the Agreement or any security, guarantee or indemnity (including the charge created in Clause 16.1 (Charge)), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever; (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the good faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or (l) any other thing done or omitted or neglected to be done by the Company or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Agreement.

## 17. 客戶的陳述、保證和承諾

### 17. Client's Representations, Warranties and Undertakings

在客戶於本公司維持任何帳戶及向本公司發出每項指示期間，客戶作出本條所載的陳述、保證及承諾。

The Client makes the representations and warranties and gives the undertakings set out in this Clause for so long as the Client maintains any Account with the Company and on the giving of each Instruction to the Company.

17.1 法人客戶：若客戶為法人團體（不論是否為法團），客戶聲明及保證其為依其成立地法律正式成立或組成（視乎情況而定）及有效存續之法人團體，並有充分權力及法律能力根據客戶成立或組成之公司章程之條款簽訂本合約及履行其於本合約項下之義務；且客戶提供予本公司同意簽署本合約之決議之核證副本，是於本合約簽署日或之前依其公司章程之規定，在其董事或其他職員（視乎情況而定）正式召集及召開之會議上正式通過，且具全面效力和全面生效。

17.1 Corporate Client: If the Client is a body corporate (whether incorporated or unincorporated), the Client represents and warrants that it is duly incorporated or constituted (as the case may be), and validly existing under the laws of its place of incorporation and has full power and legal capacity to enter into the Agreement and perform its obligations under the Agreement according to the terms of the constitutional document(s) by which the Client is established or constituted; and that the certified copy of resolutions provided by the Client to the Company approving the execution of the Agreement were duly passed at a meeting of its directors or other officers (as the case may be) duly convened and held on or prior to the date of the Agreement in accordance with its constitutional documents and are in full force and effect.

17.2 個人利益：除非本公司另行明確准許，否則客戶為每項交易發出指示的最終責任人，並有義務獲得每項交易的商業或經濟利益和/或承擔其商業或經濟風險，並以相關投資產品和帳戶的主要和實益擁有人的身份單獨交易，除客戶外，任何人對相關投資產品或帳戶均不享有任何權利或利益。

17.2 Personal Benefit: Unless the Company expressly permits otherwise, the Client is the person ultimately responsible for originating the Instruction in relation to each Transaction and stands to gain the commercial or economic benefit of each Transaction and/or bear its commercial or economic risk, and deals on its own account as principal and beneficial owner of the relevant Investment Products and Account and that no one other than the Client has any right or interest in the relevant Investment Products or Account.

17.3 能力：客戶擁有並將擁有完全的權力和能力訂立本協議、與公司或其關聯公司訂立的任何其他協議，並根據該等協議履行其義務，開立並運營每個帳戶，發出指示，並進行每項交易。

17.3 Capacity: The Client has and will have full power and capacity to enter into, and perform its obligations pursuant to, the Agreement, any other agreement entered into with the Company or its Affiliates, to open and operate each Account, to give Instructions, and effect each Transaction.

17.4 真實資訊：由客戶或其代表在開戶表格或其他方面不時提供的與本協議相關的資訊在各重要方面均真實、完整和正確。

17.4 True information: The information provided by or on behalf of the Client in the Account Opening Form or otherwise in relation to the Agreement from time to time is true, complete and correct in every material respect.

17.5 良好擁有權：對於客戶向公司交付的所有投資產品及其他資產（為任何目的）、指示公司根據本協議出售或以其他方式處置的所有投資產品及其他資產，客戶作為實益擁有人沒有產權負擔。公司無義務檢查或核實任何該等投資產品和資產的所有權，公司對該等所有權的任何欠妥不承擔任何責任。

17.5 Good Title: The Client has unencumbered title as beneficial owner to all Investment Products and other assets which the Client delivers to the Company (for any purposes whatsoever), instructs the Company to sell or otherwise dispose of pursuant to the Agreement. The Company has no obligation to examine or verify the title of any such Investment Products and assets, and the Company will not be responsible for any defect with such title.

17.6 同意：客戶為簽署本協議、在任何市場進行任何交易及履行其在本協議項下的義務而可能需要的所有同意或可授權均已獲得並具全面效力和全面生效。

17.6 Consents: All necessary consents or authorisations which may be required by the Client for the signing of the Agreement, carrying out of any Transaction on any Market and performance of its obligations under the Agreement have been obtained and are in full force and effect.

17.7 有效且具有約束力的義務：本協議構成對客戶有效且具有法律約束力的義務，並可根據其條款執行。

17.7 Valid and binding obligations: The Agreement constitutes valid and legally binding obligations of the Client enforceable in accordance with its terms.

17.8 適用法規：本協議及其履行和本協議包含的義務目前和將來均不會違反任何適用法規、客戶備忘錄和章程細則的任何規定或細則（如適用），亦不會構成對約束客戶的任何協議或安排的違反或違約。

17.8 Application Regulations: The Agreement and its performance and the obligations contained in the Agreement do not and will not contravene any Applicable Regulations, any provisions of the Client's memorandum and articles of association or by-laws (where applicable), or constitute a breach or default under any agreement or arrangement by which the Client is bound.

17.9 風險披露聲明：客戶確認已向其提供一份其選擇的語言（英文或中文）的協議，並應邀閱讀本協議的條款。客戶聲明已充分理解本協議全部內容，已經閱讀並理解本公司附件 III（風險披露聲明）及其他提供給客戶的相關風險披露聲明，已獲邀請提問，及明白在有需要時可尋求獨立意見並充分接受有關投資產品與交易的風險。

17.9 Risk disclosure statements: The Client confirms it has been provided with a copy of the Agreement in a language of its choice (English or Chinese) and was invited to read the terms of the Agreement. The Client declares that it understands the contents of the Agreement in its entirety, has read and understood the relevant risk disclosure statements set out in Appendix III (Risk Disclosure Statements) or otherwise provided by the Company to the Client, has been invited to ask questions and take independent advice if the Client wished, and accepts in full the risks relating to the relevant Investment Products and Transactions.

17.10 客戶資料：經本公司要求，客戶應向本公司提供本公司不時為開立、維持、操作及/或關閉任何帳戶之目的而要求的有關客戶及各獲授權人士之身份、客戶之財務狀況及資金來源或其它相關事項之資料及文檔。客戶同意，在本公司收到客戶有關開戶表格更改的通知之前，本公司可依賴於在開戶表格中提供的資料。如客戶或其代表根據本協議或根據本協議訂立的任何協議或與任何帳戶有關的任何協議提供的資訊發生任何重大變更，客戶應及時書面通知本公司。

17.10 Client's Information: The Client shall, upon the Company's request, provide the Company with such information and documents relating to the identity of the Client and each Authorized Person, the Client's financial condition and source of funds or other related matters as the Company may require from time to time for the purposes of opening, maintaining, operating and/or closing any Account. The Client agrees that the Company may rely on information provided in the Account Opening Form until the Company has received notice from the Client regarding any changes therein. The Client shall promptly notify the Company in writing of any material changes in the information provided by or on behalf of the Client pursuant to the Agreement or any agreement entered into pursuant to the Agreement or relating to any Account.

17.11 進一步保證：客戶向本公司承諾，為履行及執行本協議，按本公司以合理意見要求客戶進行或執行的任何行動、契約、文檔或事情，包括客戶簽署一份不可撤銷的授權書，委任本公司為客戶的法定代理人，代表客戶執行及簽署所有該等行動、契約、文檔或事情。

17.11 Further assurance: The Client undertakes to the Company to do or execute any act, deed, document or thing which the Company requires the Client to do being in the reasonable opinion of the Company necessary or desirable in connection with the implementation and enforcement of the Agreement including the execution by the Client of an irrevocable power of attorney appointing the Company as the lawful attorney of the Client to do and execute all such acts, deeds, documents or things on behalf of the Client.

17.12 批准：客戶同意採取必要的行動或事情，並執行公司認為必要的文件，以批准或確認公司，其任何代名人或關聯公司，或任何 他們中的任何人指示的另一實體，適當行使協議或根據該協議訂立的或與帳戶有關的任何協議賦予他們的任何權利或權力。

17.12 Ratification: The Client agrees to do such acts and things and to execute such documents as are necessary or are in the reasonable opinion of the Company desirable to ratify or confirm anything done by the Company, or any of its



nominees or Affiliates, or any other entity instructed by any of them in the proper exercise of any right or power conferred on any of them by the Agreement or any agreement entered into pursuant to the Agreement or relating to the Account.

17.13 無力償債：如客戶為個人，尚未破產或提出破產申請；亦無根據《破產條例》（香港法例第 6 章）提出或獲批准有關客戶的自願安排或臨時命令。客戶為公司或合夥企業時，客戶無清盤、破產、解散、管理或其他類似事項的命令、呈請、通過的決議或會議。

17.13 Insolvency: If the Client is an individual, it has not been made bankrupt nor has a petition been presented to make it bankrupt nor has an individual voluntary arrangement or any interim order under the Bankruptcy Ordinance (Cap. 6 of the Laws of Hong Kong) been proposed or approved in respect of the Client. Where the Client is a corporate or partnership, no order has been made, petition presented, resolution passed or meeting convened for the winding up, insolvency, dissolution, administration or other similar event of the Client.

## 18. 客戶資料、個人資料及披露

### 18. Client's Information, Personal Data and Disclosure

18.1 資訊提供：客戶應在開戶時按照本公司規定的格式填寫並提交客戶資料文件，並根據本公司要求不時向本公司提供該等資訊（包括客戶的財務資料）。

18.1 Provision of Information: The Client shall complete and submit a client information statement in such form(s) as prescribed by the Company at the time of opening an Account, and otherwise provide the Company with such information (including financial data concerning the Client) from time to time at the request of the Company.

18.2 進一步資訊：客戶同意因應公司合理要求立即（i）向公司提供客戶的財務報表；（ii）向公司披露客戶財務狀況的任何重大變更；（iii）向公司提供公司可能合理要求的其他關於客戶的資訊（包括個人資訊）；（iv）在客戶就本協議向公司作出的任何陳述或保證在任何方面不再真實、完整、最新或準確時書面通知公司；及（v）在違約事件發生時書面通知公司。

18.2 Further information: The Client agrees promptly upon reasonable request by the Company (i) to furnish financial statements of the Client to the Company; (ii) to disclose to the Company any material change in the financial position of the Client; (iii) to furnish such other information (including personal information) concerning the Client as the Company may reasonably request; (iv) to notify the Company in writing if any of the representations or warranties given by the Client to the Company in connection with the Agreement ceases to be true, complete, up-to-date or accurate in any respect; and (v) to notify the Company in writing of an Event of Default upon its occurrence.

18.3 依法披露：客戶確認，任何相關司法管轄區的適用法規、監管機構及/或交易所可能要求或要求披露與客戶、其授權人士及/或帳戶有關的個人及其他資料。客戶不可撤銷地授權本公司及其關聯公司，無須經客戶通

知或同意，即可根據適用規例，向有關機關或人士（包括香港監管機構）披露及提供所有有關客戶、其授權人士及/或帳戶的資料及文檔。在不影響前述規定的一般性原則下，客戶同意，若本公司收到任何有關監管機構的查詢，客戶應依本公司要求（該要求應包括有關監管機構的聯絡詳情），於該等監管機構或本公司規定的期限內，直接向本公司或該等監管機構提供任何有關客戶及/或任何最終受益人的資料。客戶不能要求公司或其關聯公司對該等披露所產生的任何後果承擔責任，客戶應按要求償還公司及其關聯公司為滿足披露要求而產生的所有費用和支出（包括在全額彌償的基礎上發生的法律費用）。

18.3 Disclosure in Compliance with Law: The Client acknowledges that the Applicable Regulations, regulatory authorities and/or the Exchanges of any relevant jurisdictions may require or request disclosure of personal and other information relating to the Client, its Authorized Persons and/or the Accounts. The Client irrevocably authorizes the Company and its Affiliates, without notice or consent from the Client, to disclose and provide to the relevant authorities or persons (including the Hong Kong Regulators) all such information and documents relating to the Client, its Authorized Persons and/or the Accounts as may be required or requested by them pursuant to Applicable Regulations. Without prejudice to the generality of the aforesaid, the Client agrees that where the Company has received an enquiry from any relevant regulatory authority, the Client shall, upon request by the Company (which request shall include the contact details of the relevant regulatory authority), provide to the Company or such regulatory authority directly any information relating to the Client and/or any ultimate beneficiary in compliance with such regulatory authority's request or demand and within such period specified by such regulatory authority or the Company. The Client shall not hold the Company or its Affiliates liable for any consequences arising from such disclosure, and the Client shall reimburse the Company and its Affiliates on demand for all costs and expenses (including legal costs on a full indemnity basis) incurred by the Company and its Affiliates in complying with requests for such disclosure.

18.4 一般披露：受限於第 18.3 條（依法披露）的規定，公司將對關於客戶和帳戶的資訊保密，但客戶授權可（i）向公司認為適合對客戶進行信用查詢和/或驗證所提供信息的任何主體披露相關信息（ii）向公司的審計師，法律顧問或其他專業顧問，或公司任命的任何經紀人，交易商或其他服務提供商披露相關信息（iii）向任何關聯公司或公司的代名人和轉授人披露相關信息，及（iv）向公司所有或任何權利或義務（無論是根據協議還是其他方式）的任何實際或潛在受讓人披露相關信息，（v）向任何相關市場數據服務或交易所披露相關信息，以使公司能夠遵守其與相關市場數據服務提供商或交易所之間關於市場數據使用的許可協議，及（vi）根據公司不時修改的公司私隱政策及個人資料收集聲明披露相關信息。對於根據本第 18.4 條進行的任何披露而引起的任何後果，本公司不對客戶承擔任何責任。

Disclosure generally: Subject to Clause 18.3 (Disclosure in Compliance with Law), the Company will keep information relating to the Client and the Accounts confidential, but is authorized by the Client to disclose any such information (i) to any person as the Company considers appropriate for conducting credit enquiries on the Client and/or to verify the information provided, (ii) to the Company's auditors, legal advisers or other professional advisers, or any brokers, dealers or other service providers appointed by the Company, (iii) any of the Affiliates, or the Company's nominees and

delegates and (iv) any actual or potential assignee of all or any of the Company's rights or obligations (whether under the Agreement or otherwise), (v) to any relevant market data service or Exchange to enable the Company to comply with the licence agreement between it and relevant market data service providers or the Exchange relating to market data feeds, and (vi) in accordance with the Company's privacy policy statement as amended by the Company from time to time. The Company shall not be liable to the Client for any consequences arising from any disclosure made pursuant to this Clause 18.4.

18.5 《個人資料（私隱）條例》：客戶確認其已閱讀並完全接受公司私隱政策及個人資料收集聲明中的規定（包括以該聲明中指定的方式使用其個人資料）

The Client acknowledges that it has read and accepts in full the provisions in the Company's Privacy Policy and Personal Information Collection Statement (including the use of its personal data in the manner specified in such statement).

18.6 不披露要求：如果不披露、保密、機密、資料私隱或其他類似的適用法規就本協議項下要求客戶披露或提供任何有不披露義務的資訊，但允許客戶放棄該等要求或尋求同意該等披露，則應視為客戶已放棄該等要求，且客戶應盡最大努力取得該等同意。

18.6 Non-disclosure Requirements: If a non-disclosure, confidentiality, secrecy, data privacy or other similar Applicable Regulation imposes a non-disclosure obligation in relation to any information required to be disclosed or provided by the Client under the Agreement, but permits the Client to waive such a requirement or to seek consent to such disclosure, the waiver shall be deemed to have been given by the Client and the Client shall obtain such consent on a best efforts basis.

18.7 除非另行通知公司，客戶同意授權公司對客戶的個人資料根據本協議所述的目的披露並轉移給公司的關聯公司、子公司和關聯實體，或經上述機構授權的任何人（例如律師、顧問等）在香港或香港以外的地方。

Unless further notify the Company, the Client agrees to authorize the Company to disclose and transfer the Client's personal data to the Affiliates, subsidiaries and associated entities of the Company or any person (such as lawyers, advisers etc.) authorized by the forgoing in Hong Kong or a place outside Hong Kong for the purpose as stated herein.

## 19 中介人

### 19. Intermediaries

19.1 客戶身分規則：在不影響客戶在本協議項下的任何其他義務的前提下，如果客戶與其客戶進行投資產品交易，無論是委託還是非委託，無論是代理人還是以主事人身份進行匹配交易，本協議第 19.1 條應適用。(a)

在遵守下述規定的前提下，客戶須應本公司要求立即告知本公司負責發出與交易有關的指示的個人或實體（法人或其他組織）的身份、位址、職業和聯繫方式，以及有可能獲得交易商業或經濟利益和/或承擔其商業和經濟風險的個人或實體（法人或其他組織）。(b) 對於一個集體投資計畫或委託帳戶，(a) 段中所指的“實體”是指一個集體投資計畫或帳戶，而不是指那些對該集體投資計畫或帳戶擁有實益權的人（如單位信託的份額持有人）。(c) 如果客戶是為集體投資計畫、委託帳戶或委託信託進行交易，而客戶在其全權代表該計畫、帳戶或信託進行投資的權力已予撤銷時須盡快可行的情況下通知本公司。在客戶全權代客投資的權力已予撤銷的情況下，客戶須按本公司要求，知會有關該名/或多名曾向客戶發出指示的人士的身份、地址、職業及聯絡資料。(d) 如果客戶知道其客戶正在充當其基礎客戶的中介人，而客戶並不了解其交易的基礎客戶的身份、位址、職業和聯繫方式，客戶確認存在以下情形：(i) 已與其客戶訂立了安排，使客戶有權要求立即從其客戶處獲得(a)段和(b)段所述的資訊，或促使客戶獲得該等資訊；及(ii) 如本公司就某項交易提出要求，其將立即向執行交易指示的客戶索要(a)及(b)段所載有的資料，並在從其客戶處收到資料後儘快向本公司提供或促致該等資料被提供。(e) 客戶確認，在必要時，其已從其客戶、集體投資計畫、委託帳戶或委託信託（如與客戶/最終受益人不同）處取得所有相關同意或豁免，以便向相關監管部門披露客戶、集體投資計畫、委託帳戶或全權委託信託的身份資訊、聯絡資訊，以及上述交易的最終受益人，和帳戶發起人（如與客戶/最終受益人不同）的身份資訊。(f) 客戶授權公司在相關監管機構提出要求時向相關監管機構提供本第 19.1 條所列的資料。(g) 即使本協議終止，本第 19.1 條應持續有效。

19.1 Client Identity Rule: Without prejudice to any of the Client's other obligations under the Agreement, if the Client effects Transactions for Investment Products, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal, with its clients, this Clause 19.1 shall apply. (a) Subject as provided below, the Client shall, immediately upon request by the Company, inform the Company of the identity, address, occupation and contact details of the person or entity (legal or otherwise) responsible for originating the instruction in relation to a Transaction and the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of the Transaction and/or bear its commercial and economic risk. (b) In relation to a collective investment scheme or discretionary account, the "entity" referred to in paragraph (a) is the collective investment scheme or account, not those who hold a beneficial interest in that collective investment scheme or account (e.g. the unitholders of a unit trust). (c) If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company, inform the Company of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transactions. (d) If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transactions was effected, the Client confirms that: (i) it has arrangements in place with its client which entitle the Client to obtain the information set out in paragraphs (a) and (b) from its client immediately upon request or procure that it be so

obtained; and (ii) it will, on request from the Company in relation to a Transaction, promptly request the information set out in paragraphs (a) and (b) from the client on whose instructions the Transactions was effected, and provide the information to the Company as soon as received from its client or procure that it be so provided. (e) The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions may be effected to release information to the relevant regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transactions, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transactions. (f) The Client authorizes the Company to give the relevant regulators access to information set out in this Clause 19.1 upon such regulator's request. (g) This Clause 19.1 shall continue in effect notwithstanding the termination of the Agreement.

19.2 打擊洗錢及恐怖分子資金籌集 (a) 如果客戶是《打擊洗錢及恐怖分子資金籌集條例》附件 II 第 18 (3) 條含義內的“指明中介人”，並同意根據《打擊洗錢及恐怖分子資金籌集條例》的附件 II 第 18 (1)(a) 條為公司執行任何相關的盡職調查措施而成為公司的中介人（“指明中介人”），客戶承諾：(i) 符合打擊洗錢及恐怖分子資金籌集法律、法規和準則的規定，內部政策、流程和控制制度，包括對客戶及其交易進行持續監控；(ii) 《打擊洗錢及恐怖分子資金籌集條例》附表二第 2 節中客戶盡職調查措施的執行和合規性。(iii) 經海外或本地監管機構或公司要求，立即提供在開展客戶盡職調查措施的過程中獲得的任何文檔或任何資料或資訊的記錄。(b) 指明中介人確認，公司依賴指明中介人開展相關客戶盡職調查措施。指明中介人同意賠償公司與指明中介人履行其在本第 19.2 條項下的義務的任何作為或不作為相關或由該等作為或不作為引起的所有實際或或有負債、權利主張、要求、損失、損害、稅項、費用、收費和支出，並使公司免受損害。

19.2 Anti-Money Laundering and Counter-Terrorist Financing (a) Where the Client is a "specified intermediary" within the meaning of section 18(3) of schedule 2 to the AMLO and agrees to be the intermediary of the Company for the purpose of carrying out any relevant due diligence measures for the Company pursuant to section 18(1)(a) of Schedule 2 to the AMLO (the "Specified Intermediary"), the Client undertakes the following: (i) maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions; (ii) performance and compliance of the client due diligence measures specified in section 2 of schedule 2 of the AMLO; and (iii) provision without delay of any document, or a record of any data or information obtained in the course of carrying out client due diligence measures, upon request from overseas or local regulators or the Company. (b) The Specified Intermediary acknowledges that the Company relies on the Specified Intermediary to carry out the relevant client due diligence measures. The Specified Intermediary agrees to indemnify and hold the Company harmless from and against all actual or contingent liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses of any kind which may be incurred or suffered by the Company in connection with or arising out of any action or inaction of the Specified Intermediary in carrying out its duty under this Clause 19.2.



19.3 許可和授權：如果第 19.1 條（客戶身分規則）或第 19.2 條（打擊洗錢及恐怖分子資金籌集）適用於客戶，則只要客戶在本公司開立任何帳戶，並向本公司發出每項指示，客戶陳述並保證，如適用法規要求，其已獲得適當許可並已獲得所有必要的授權和批准，以擔任中介人並向客戶提供該等服務。

19.3 Licenses and Authorisations: Where either or both of Clauses 19.1 (Client Identity Rule) or 19.2 (Anti-Money Laundering and Counter-Terrorist Financing) apply to the Client, then, for so long as the Client maintains any Account with the Company and on the giving of each Instruction to the Company, the Client represents and warrants that it is, if required under Applicable Regulations, properly licensed and has obtained all necessary authorisations and approvals to act as such an intermediary and to provide such services to its clients.

## 20. 客戶對權益披露的責任

### 20. Client's Obligations to Disclose Certain Interests

20.1 披露：客戶確認，客戶須自行負責解除任何適用規例對客戶施加的向任何適用交易所、監管機構或其他人士披露任何性質的權益（不論個人、公司、家族或其他）的任何義務。客戶需特別注意《證券及期貨條例》第 XIII 部、XV 部與《證券及期貨（合約限量及須申報的持倉量）規則》（香港法例第 571 章）之規定。謹提醒客戶，客戶應負責遵守或確保遵守在證券及期貨條例下產生的、與公司代表客戶開展的任何事項或客戶要求代表客戶開展的任何事項相關的任何責任或義務。客戶確認，其知悉證券及期貨條例中包含的規定，客戶將始終遵守或確保遵守該等規定，從而確保公司根據或擬根據客戶的指示或指示採取的任何行動不會導致違反或侵犯證券及期貨條例的任何行為。

20.1 Disclosure: The Client acknowledges that it is the Client's sole responsibility to discharge any obligations imposed on the Client by any Applicable Regulations to disclose interests of any nature (whether personal, corporate, family or otherwise) to any applicable Exchanges, regulatory authorities or other persons. Attention is specifically drawn to the provisions of Part XIII and Part XV of the SFO, and the Securities and Futures (Contracts Limits and Reportable Positions) Rules (Cap. 571 of the Laws of Hong Kong). The Client is reminded that the Client alone is responsible for complying or ensuring compliance with any duty or obligation which arises under the SFO mentioned, in respect of anything done, or which the Client requests to be done, on the Client's behalf by the Company. The Client confirms that it is aware of the provisions contained in the SFO and that the Client at all times will observe, or ensure that they are observed, so as to ensure that no breach or infringement of the SFO is caused as a result of anything done or proposed to be done by the Company acting on the Client's directions or Instructions.

20.2 對於披露並無責任提供意見：客戶確認並同意，公司無責任告知客戶任何披露義務，無論該等義務是普遍產生的還是由於公司為客戶實施的任何交易或持有投資產品或以其他方式由客戶或代表客戶實施的任何交易而導致的。該等披露義務為客戶的個人義務。除本協議明文規定由公司發出的任何通知或聲明外，公司無義務以任何形式或通過任何時限發出由客戶或客戶代表發出的持股通知。因客戶或其他人士未能或延遲根據任何適用

規例披露權益而引致客戶的任何損失、費用或開支，本公司概不負責。如因客戶未能或延遲根據任何適用規例披露權益而引致本公司蒙受或引致的任何損失、費用或開支，客戶須向本公司作出賠償。

**20.2 No Responsibility to Advise:** The Client acknowledges and agrees that the Company is not responsible for advising the Client of any disclosure obligations whether arising generally or as a result of any Transaction effected by the Company for the Client or of any holding of Investment Products or otherwise by or on behalf of the Client. Such obligations of disclosure are personal obligations of the Client. The Company shall not be obliged to give notice of holdings by or on behalf of the Client in any form or by any time limit save for any notice or statement to be issued by the Company as expressly set out in the Agreement. The Company shall not be liable for any loss, cost or expense of the Client arising from any failure or delay by the Client or any other person to disclose interests in accordance with any Applicable Regulations and the Client shall indemnify the Company for any loss, cost or expense arising from any such failure, delay or default which may be suffered or incurred by the Company.

**20.3 美國人士：**如果客戶（a）為美國人士，或（b）收購或持有由美國人士實益擁有的任何投資產品，或為美國人士經營任何帳戶，或違反任何適用法規，客戶必須立即告知公司。如果客戶是美國主體或成為美國主體，公司有權暫停或終止其在本協議下就任何投資產品向客戶提供的任何或所有服務。公司亦有權暫停或終止相關帳戶。對於客戶可能就該等中止或終止發生或遭受的任何種類的任何損失、費用、收費或支出，公司不承擔任何責任。此外，公司有權代表客戶進行或辦理與該投資產品有關的任何稅務申報。

**0.3 U.S. person:** The Client must advise the Company promptly if it (a) is a U.S. person, or (b) acquires or holds any Investment Products beneficially owned by, or operates any Account for, a U.S. person or in violation of any Applicable Regulations. Where the Client is or becomes a U.S. Person, the Company has the right to suspend or terminate any or all of its services provided to the Client under the Agreement with respect to any Investment Product. The Company also has the right to suspend or terminate the relevant Account. The Company is not liable for any losses, costs, fees or expenses of any kind the Client may incur or suffer in connection with such suspension or termination. Furthermore, the Company has the right to make or handle any tax reporting in relation to such Investment Product on the Client's behalf.

## **21. 公司的權利和補償**

### **21. Rights and Remedies of the Company**

**21.1 違約：**下列每一事件均構成一違約事件：（a）客戶或客戶在本協議項下義務的任何保證人或擔保人因無力償還到期債務而破產或無力償還債務，或自願或強制進入清算程序，或就其全部或部分資產委任接管人，或就其清盤或類似行動提出或蒙受申請，或（自願或非自願地）成為任何法律項下的任何同等或類似程序的當事人；（b）客戶（如為個人）死亡，或被司法宣告為精神錯亂或喪失行為能力，或（如為合夥企業）解散，或為其債權人的利益達成協議或和解，或停止或威脅停止償還其債務；（c）當公司認為客戶違反本協議的任何條款或該

客戶與公司或其任何關聯公司簽訂的任何其他協議；(d) 客戶或客戶在本協議項下義務的任何保證人或擔保人未能履行其有任何交易項下的義務或責任（包括未能支付應向公司支付的任何款項）；(e) 客戶向公司提供的任何資訊或提供的任何陳述或保證在作出或重複作出時在任何方面不完整或不真實；(f) 就任何客戶資產或帳戶發出扣押或扣押令或同等或類似命令，或作出任何判決，或執行或已執行任何判決；(g) 就客戶的業務、資產或收入的任何部分，產權負擔持有人接管或委任接管人、受託人或其他類似人員，或就客戶的任何財產實施、執行或起訴扣押、執行或其他法律程序，且未在 7 天內全部移除、解除或支付；或(h) 就客戶或客戶的全部或任何部分資產或業務委任管理人、清算人或類似人員，或作出行政命令；(i) 未經本公司事前書面同意，客戶之任何帳戶有借方結餘；(j) 客戶違反任何適用法規，包括任何交易所的細則、規則或規例；(k) 客戶簽署本協議所需的任何同意、授權或董事會決議被全部或部分撤銷、暫停、終止或不再完全有效；(l) 發生本公司自行認為可能損害本公司在本協議項下的任何權利的任何事件，包括發生對本公司不利的任何市場情況；(m) 本公司自行認為具有或可能具有重大不利影響的任何事件或一系列事件；(n) 本協議或其任何部分根據第 27 條款（終止）或本協議的任何其他條款終止；(o) 客戶轉讓或聲稱轉讓本協議任何部分的全部或任何部分的利益；(p) 就客戶在本合約下的負債、義務或責任而設立的任何證券或其任何部分被宣告無效、停止有效、受到危害或受到不利影響，或任何人士就該等證券所包括的任何資產或財產而提出任何訴訟或提出任何申索，或該等資產或財產的市值惡化、下降或貶值；(q) 任何第三方就任何帳戶中的任何金錢、資金、投資產品或其他資產主張權利、權利或權益；(r) 客戶出售其全部或絕大部分業務或資產；(s) 本公司對客戶的公司結構、業務、資產、財務或生成狀況或前景的唯一和絕對意見發生任何不利變化；(t) 客戶不同意本公司根據第 36.2 條款（修訂）對本協議所作之修訂，或本公司及客戶未能解決客戶根據第 36.2 條款（修訂）所提出之異議；(u) 客戶履行其有任何投資產品和/或本協議或與本公司或其任何關聯公司的任何其他協議項下的任何義務是或變得不合法；(v) 本公司在本協議項下提供任何服務是或變得不合法；及(w) 儘管未發生違約事件，公司認為有必要行使其在違約事件發生的情況下可能擁有的任何權力，以獲得自身的保護。

21.1 Default: Each of the following events shall constitute an Event of Default: (a) the Client or any guarantor or security provider of the Client's obligations under the Agreement becomes bankrupt or insolvent by reason of its inability to pay its debts as they fall due, or enters into liquidation whether voluntarily or compulsorily, or a receiver is appointed for all or any part of its assets, or initiates or suffers the filing of a petition for its winding-up or similar action, or becomes (voluntarily or involuntarily) the subject of any equivalent or analogous procedures under any law; (b) the Client (in the case of an individual) dies, or is judicially declared insane or incompetent, or (in the case of a partnership) is dissolved or enters into an arrangement or composition for the benefit of its creditors or ceases or threatens to cease to make payment of its debts; (c) if, in the opinion of the Company, the Client has breached any terms of the Agreement or any other agreement it has with the Company or any of its Affiliates; (d) the Client or any guarantor or security provider of the Client's obligations under the Agreement defaults in performing its obligations or liabilities whether or not in respect of any Transaction (including the failure to pay any sum due to the Company); (e) any information supplied, or any representation or warranty given by the Client to the Company is or becomes incomplete or untrue in any aspect when made or repeated; (f) any warrant or order of attachment or distress or equivalent or analogous order

is issued, or any judgment is levied, enforced or executed, against any of the Client's assets or Account; (g) an encumbrancer takes possession or a receiver, trustee or other similar officer is appointed in respect of any part of the Client's undertaking, assets or revenues or a distress, execution or other process is levied or enforced or sued out upon or against any property of the Client and is not removed, discharged or paid out in full within 7 days; or (h) an administrator, liquidator or similar officer is appointed or an administration order made with respect to the Client or the whole or any part of the Client's assets or business; (i) there is, without the prior written consent of the Company, a debit balance on any Account of the Client; (j) any breach by the Client of any Applicable Regulation, including any by-law, rule or regulation of any Exchange; (k) any consent, authorization or board resolution required by the Client to enter into the Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; (l) the occurrence of any event which, in the sole opinion of the Company, might jeopardize any of the rights of the Company under the Agreement, including the occurrence of any market conditions adverse to the Company; (m) any event or series of events which, in the sole opinion of the Company, has or is likely to have a Material Adverse Effect; (n) the Agreement or any part thereof is terminated pursuant to Clause 27 (Termination) or any other term of the Agreement; (o) the Client assigns, or purports to assign the whole or any part of the benefit of any part of the Agreement; (p) any security created or any part thereof in relation to the indebtedness, obligations or liabilities of the Client under the Agreement is or becomes avoided, discontinued, jeopardized or adversely affected, or there is any action commenced or any claim made by any person in respect of any asset or property comprised in such securities, or such assets and properties deteriorate, decline or depreciate in the market value thereof; (q) any third party asserts a claim, right or interest in respect of any moneys, funds, Investment Products or other assets in any Account; (r) the Client sells all or a substantial portion of its business or assets; (s) there occurs any adverse change, in the Company's sole and absolute opinion regarding the corporate structure, business, assets, financial or generation condition or prospect of the Client; (t) the Client does not agree to the amendments made to the Agreement by the Company under Clause 36.2 (Amendments), or the Company and the Client are not able to resolve the objections raised by the Client under Clause 36.2 (Amendments); (u) it is or becomes unlawful for the Client to perform any of its obligations under any Investment Products and/or the Agreement or any other agreement with the Company or any of its Affiliates; (v) it is or becomes illegal for the Company to provide any of its services under the Agreement; and (w) notwithstanding that an Event of Default has not occurred, the Company considers it necessary for its own protection to exercise any power it may have had an Event of Default occurred.

21.2 補償：在不影響本公司可能享有的任何其他權利或補償的前提下，如果發生任何違約事件，則在沒有事先要求的情況下，可向客戶發出電話或通知：(a) 客戶欠公司的所有款項應按要求立即支付，並按第 5.6 條（利息）規定的方式，不時支付未償還的款項的利息；(b) 本公司進一步履行其在本協議項下對客戶未履行的任何義務（無論是為付款還是其他目的）應以客戶已全面履行其在本協議項下對本公司承擔的所有義務為前提；及(c) 本公司有權在任何時間以任何方式，在沒有進一步通知，要求或徵得客戶同意的情況下，根據

其絕對酌情權下：(i) 終止本協議的全部或任何部分；(ii) 強制執行抵押品；(iii) 關閉或暫停任何或所有帳戶；(iv) 挪用、出售、變現、贖回、清算、轉讓、抵銷、處置或以其他方式處理本公司絕對酌情權的任何款項、擔保資產、投資產品及客戶的其他財產，並由客戶自行承擔風險和費用，且本公司無需就客戶發生的任何損失或損害承擔任何責任，本公司的任何戶口持有全部或部分的任何款項、被抵押資產、投資產品及客戶的其他財產；(v) 抵銷、合併或整合客戶在本公司（包括帳戶）或任何關聯公司開立的任何性質的帳戶，以及將本公司在本協議項下欠客戶的任何責任和義務與客戶的任何責任相抵銷或合併。本公司被授權用任何該等帳戶的結餘金額購買為實現該等抵銷或使用而可能需要的任何其他貨幣；(vi) 暫停或終止本公司的所有或任何服務；(vii) 取消客戶所有或任何未完成或未執行的指示；(viii) 修改、變更、撤回、停止或取消分別給予或授予客戶的任何授信、預付款、信用或貸款或其任何部分；(ix) 要求支付、償還、清償、滿足、履行或履行客戶欠本公司或其關聯公司的金額、利息、金額、款項或基金；(x) 取消任何或所有未完成訂單或代表客戶作出的任何其他承諾；(xi) 關閉本公司與客戶之間的任何或所有合同，並代表客戶收取貨物；(xii) 代表客戶行使本公司持有的任何合同；(xiii) 通過購買和/或借用投資產品彌補任何淡倉；(xiv) 在適用的情況下，從任何帳戶買入之前賣空的投資產品；(xv) 通過 出售、變現、贖回、轉讓或處置投資產品在公司清算任何長倉；和/或 (xvi) 以公司絕對酌情決定的任何價格或條款，平倉或清算客戶在任何賬戶中任何投資產品中的部分或全部未平倉持倉。

21.2 Remedies: Without prejudice to any other rights or remedies which the Company may have, if any Event of Default has occurred, then, without prior demand, call or notice to the Client: (a) all amounts owing by the Client to the Company shall become immediately payable on demand, and interest will accrue, on the amounts outstanding from time to time in the manner specified in Clause 5.6 (Interest); (b) further performance by the Company of any of its outstanding obligations to the Client under the Agreement (whether for payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Company under the Agreement; and (c) the Company shall be entitled at its absolute discretion, without further notice or demand to or consent from the Client, to at any time and in any manner: (i) terminate all or any part of the Agreement; (ii) enforce the Collateral; (iii) close or suspend any or all of the Accounts; (iv) appropriate, sell, realise, redeem, liquidate, transfer, set-off, dispose or otherwise deal with, in such manner as the Company in its absolute discretion may determine and at the Client's sole risk and cost and without incurring any liability on the part of the Company for any loss or damage incurred by the Client, all or part of any money, Charged Assets, Investment Products in any Account and other property of the Client held by the Company; (v) set-off, combine or consolidate any of the Client's accounts (of any nature) maintained with the Company (including the Accounts) or any Affiliate and any liabilities and obligations owing by the Company to the Client under the Agreement against any Liabilities of the Client. The Company is authorized to purchase with the money standing to the credit of any such account any other currency as may be necessary to effect such set-off or application; (vi) suspend or terminate all or any of the Company's services; (vii) cancel all or any open or unexecuted Instructions of the Client; (viii) revise, change, withdraw, stop or cancel any facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively; (ix) demand payment, repayment, discharge, satisfaction, performance or fulfilment of the amount, interest, sum, moneys or funds owing by the Client to the Company or its Affiliates; (x) cancel any or all open orders or any other commitments made on the Client's behalf; (xi) close any or all



Contracts between the Company and the Client, and take delivery on behalf of the Client; (xii) exercise any Contracts held by the Company on behalf of the Client; (xiii) cover any short position through the purchase and/or borrowing of Investment Products; (xiv) where applicable, buy the Investment Products previously sold as a short sale in any Account;

(xv) liquidate any long position with the Company through the sale, realisation, redemption, transfer or disposal of Investment Products; and/or (xvi) close-out or liquidate any part or all of the Client's open positions in any Investment Product in any Account at any price or on any terms as the Company shall determine in its absolute discretion.

21.3 收益的使用：本公司有絕對酌情權將本公司實際收到的淨收益（在扣除行使本協議授予其的權力所發生的所有費用、成本和支出（包括但不限於本第 21 條款（公司的權利和補償））以本公司認為適當的順序或方式用於清償客戶屆時未履行的責任。

21.3 Application of Proceeds: The Company may at its absolute discretion apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred upon it by the Agreement (including, without limitation, this Clause 21 (Rights and remedies of the Company))) actually received by the Company in satisfaction of the Client's then outstanding Liabilities in such order or manner as the Company considers fit.

21.4 絕對酌情權：公司對行使本協議授予其的權利（包括但不限於本第 21 條款（公司的權利和補償））的所有相關事項擁有絕對酌情權，並且可以在公司認為合適的任何時間和任何方式，以單獨或共同方式，適當地出售，變現，贖回，清算，轉讓，抵銷，處置或以其他方式處理客戶的任何投資產品或其他資產。

21.4 Absolute Discretion: The Company shall have absolute discretion in all matters relating to the exercise of its rights conferred upon it by the Agreement (including, without limitation, this Clause 21 (Rights and remedies of the Company)), and may appropriate, sell, realise, redeem, liquidate, transfer, set-off, dispose or otherwise deal with any Investment Products or other assets of the Client on a single or collective basis at any time and any manner as the Company sees fit.

21.5 短欠：客戶應對本公司行使其在本協議項下的權利後可能存在的任何短欠以及本公司發生的任何相關費用和支出承擔責任（包括在全額彌償的基礎上發生的法律費用）。經要求，客戶應立即向本公司支付等於該等短欠的金額以及本公司為該等金額提供資金的費用，以及自要求之日起至本公司收到實際無條件全額付款之日止，按公司不時規定的利率計算的利息（包括在任何判決之前和之後）。

21.5 Deficit: The Client shall be liable for any Deficit that may exist after the Company has exercised its rights under the Agreement, and any related cost and expense (including legal costs on a full indemnity basis) incurred by the Company. The Client shall immediately pay to the Company on demand an amount equal to such Deficit together with the Company's cost of funding such amount and interest at the rate determined by the Company from time to time, from the date of demand up to and including the date on which the Company receives actual and unconditional payment in full (after as well as before any judgment).

21.6 債務催收代理人：本公司有權隨時及不時聘用債務催收代理人收取客戶就本協議應付但未付的任何款項，而客戶授權本公司向該等代理人披露有關客戶、其被授權人、帳戶及交易的任何或所有個人及其他資料，而公司無須就該等披露或該等代理人的任何違約、疏忽、行動、行為、不當行為及/或作為承擔任何責任（不論是在合約或侵權方面）。客戶須就本公司及其高級職員、雇員及代理人在聘用債務催收代理人及關閉任何帳戶的過程中可能合理招致的一切合理費用及開支作出全面彌償。

21.6 Debt Collection Agents: The Company shall be entitled at any time and from time to time to employ debt collection agents to collect any sum due but unpaid by the Client in connection with the Agreement and in doing so, the Company is authorised by the Client to disclose to such agents any or all personal and other information in relation to the Client, its Authorized Persons, the Accounts and the Transactions, and the Company shall not be howsoever liable or responsible (whether in contract or tort) for such disclosure or for any default, negligence, act, conduct, misconduct and/or deeds of such agent(s). The Client shall indemnify and keep indemnified the Company and its officers, employees and agents on a full indemnity basis against all reasonable costs and expenses which the Company may reasonably incur in employing debt collecting agent(s) and in closing any Account.

21.7 平倉：就第 11.2 條款（補償）或協議其他條款中的任何平倉或清算客戶的持倉而言：- (a) 無論以何種方式發生，本公司均不承擔任何相關損失的任何責任； (b) 本公司有權向本公司或其關聯公司出售或處置證券或其他任何部分，對任何相關損失不承擔任何責任（無論以何種方式發生），或對本公司和/或其關聯公司獲得的利益作出任何說明；及 (c) 如平倉所得款項不足以彌補客戶對本公司之欠款，客戶應立即清償所欠本公司之全部剩餘款項。

21.7 Close Out: In terms of any close-out or liquidation of the Client's positions in Clause 21.2 (Remedies) or elsewhere in the Agreement:- (a) the Company shall not bear any liability of any related losses irrespective of the way of incurrence; (b) the Company is entitled to sell or dispose of securities or any part hereof to the Company or its Affiliates, without any liability of any related losses irrespective of the way of incurrence or to make any account of the benefits obtained by the Company and/or its Affiliates; and (c) if the proceeds from the close-out are insufficient to make up for the amount owed by the Client to the Company, the Client shall immediately pay all remaining amounts due or owing to the Company.

## **22. 責任和彌償**

### **22. Liabilities and Indemnities**

22.1 責任免除：客戶同意，對於客戶可能因交易或本協議或與交易或本協議相關而發生的任何權利主張、訴訟、起訴、程序、損失、損害、義務、責任、費用、收費及開支（包括因本公司委任的任何經紀人及交易商所進行的交易，因第 5.1 條（指示經紀商）中列明的任何第三方的行使的任何權利，或因本協議第 5.3 條款（「按最佳條件」或「按市場條件」執行指示）或第 28 條（不可抗力），除因本公司或其任何管理人員、雇

員或關聯公司的重大疏忽、欺詐或故意違約外，本公司或其關聯公司或其各自的任何董事、雇員或代理人均不承擔任何責任。在不影響上述規定的一般性效力的前提下，本公司無須就任何交易或本協議引起的或與之相關的任何稅項（包括任何預扣稅）、關稅、徵稅或徵稅承擔責任。

**22.1 Exclusion of Liability:** The Client agrees that neither the Company nor its affiliates nor any of their respective directors, employees or agents shall be liable for any claims, suits, actions, proceedings, losses, damages, obligations, liabilities, costs, fees and expenses which the Client may incur (including those resulting from Transactions executed by any brokers and dealers appointed by the Company, the exercise of any rights of any third party specified in Clause 5.1 (Instructing Brokers), or by reason of market conditions or other circumstances specified in Clause 5.3 (Execution of Instructions "at best" or "at market") or 28 (Force Majeure) hereof) arising out of or in connection with the Transactions or the Agreement, unless due to the gross negligence, fraud or wilful default of the Company or any of its officers, employees or Affiliates. Without prejudice to the generality of the above, the Company shall not be liable for any taxes (including any withholding tax), duties, levies or imposts arising out of or in connection with any Transactions or the Agreement.

**22.2 一般彌償：**客戶應彌償公司、其關聯公司及其各自的管理人員、員工和代理與履行其在本協議項下的服務相關或由於客戶違反或違背其在本協議的任何規定項下的義務而可能針對公司、其關聯公司及其各自的任何管理人員、員工和代理施加、發生或聲稱的任何種類或性質的任何和所有責任、義務、損失、損害、處罰、訴求、權利主張、程序、判決、訴訟、費用、法律費用及其他支出和支出，但由公司、其關聯公司或其各自的任何管理人員、員工或關聯公司的重大過失、欺詐或故意違約導致的除外，並且僅限於由該等重大過失、欺詐或故意違約直接且單獨引起的直接且合理可預見的損失和損害（如有）。

**22.2 General Indemnity:** The Client shall indemnify and keep indemnified the Company and its Affiliates and their respective officers, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, proceedings, judgments, suits, costs, legal expenses (on a fully indemnity basis) and other expenses and disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Company and its Affiliates or any of their respective officers, employees and agents in connection with performing its services under the Agreement or as a result of the default or breach by the Client of its obligations under any provision of the Agreement, unless due to the gross negligence, fraud or wilful default of the Company or its Affiliates or any of their respective officers, employees or Affiliates and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

**22.3 進一步彌償：**在不影響第 22.2 條款（一般彌償）的一般性效力的前提下，（i）公司不承擔任何責任，並且（ii）客戶應按要求對本公司、其關聯公司及其各自的管理人員、員工和代理可能承擔的、發生的或聲稱的與下列各項相關的任何種類或性質的任何和所有責任、義務、損失、損害、罰款、訴求、權利主張、程序、判決、訴訟、費用、法律費用（在全額彌償的基礎上）及其他支出和雜費作出賠償及：（a）買方或任何其他主體由於客戶對任何投資產品或其他資產的所有權存在任何缺陷而提出的任何索賠；（b）本公司代表客戶購買、出

售、持有或以其他方式處理的任何投資產品的所有權或權屬方面的任何缺陷；(c) 本公司接受、依靠和/或根據第 2.6 條款（被授權人士發出的指示）中提及的指示行事；(d) 本公司根據客戶選擇的任何方式，按照客戶給出或據稱由客戶給出或指示給出的指示行事；(e) 公司在第 5.10 條款（價格）所述的情況下按照實現交易的任何指示行事；(f) 客戶未能在相關結算日履行其結算交易的義務或未能支付本協議項下應向本公司支付的任何其他款項；和/或 (g) 本公司對本協議授予其的任何權利和權力的行使，無論是關於該等權利或權力的行使時間或方式還是其他方面；(h) 任何 首次公開發行股票貸款（定義見附件 I（首次公開發行股票））和/或申請（定義見附件 I（首次公開發行股票））；(i) 向客戶追討債務；(j) 關閉帳戶；(k) 客戶作出的任何陳述或保證不真實；或 (l) 依法到期但尚未到帳戶的投資性產品。

22.3 Further Indemnity: Without prejudice to the generality of Clause 22.2 (General Indemnity), (i) the Company shall not be liable for, and (ii) the Client shall indemnify the Company and its Affiliates and their respective officers, employees and agents, on demand at all times, from and against, any and all liabilities, obligations, losses damages, penalties, actions, claims, proceedings, judgments, suits, costs, legal expenses (on a full indemnity basis) and other expenses and disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Company and its Affiliates or any of their respective officers, employees and agents in connection with: (a) any claim by a purchaser or any other person by reason of any defect in the title of the Client to any Investment Products or other assets; (b) any defect in ownership or title of any Investment Products purchased, sold, held or otherwise dealt with by the Company on the Client's behalf; (c) the Company accepting, relying and/or acting on the Instructions referred to in Clause 2.6 (Instructions given by Authorized Person(s)); (d) the Company acting upon any Instructions given or purported to be given by or on behalf of the Client by any means selected by the Client; (e) the Company acting on any Instruction to effect a Transaction in the circumstances described in Clause 5.10 (Prices); (f) the Client's failure to meet its obligations for settlement of Transactions by the applicable settlement dates or to pay any other sum due to the Company under the Agreement; and/or (g) the exercise by the Company of any of its rights and powers conferred by the Agreement, whether in relation to the timing or manner of the exercise of such rights or powers or otherwise; (h) any IPO Loan (as defined in Appendix I (Initial Public Offering)) and/or Application (as defined in Appendix I (Initial Public Offering)); (i) collecting debts from the Client; (j) closing the Accounts; (k) any representation or warranty given by the Client being untrue; or (l) Investment Products which are legally due to be but not yet credited to the relevant Account.

22.4 資訊的可靠性：在適用法規允許的最大範圍內，所有資訊，無論是由本公司還是第三方服務提供者（如市場資料和報價服務）根據本協議向客戶提供，無論是通過電子方式（包括電子服務）還是其他方式，均按“現狀”和“可獲得”的基礎提供及僅供一般參考。客戶同意，在本公司盡力確保該等資訊的準確性和可靠性的同時，本公司不保證任何該等資訊的準確性、可靠性、及時性、完整性或正確排序，本公司不對資訊的任何不準確、遺漏或不完整或對該等資訊的任何依賴所導致的任何損失承擔任何責任。

22.4 Reliability of Information: To the maximum extent permitted by Applicable Regulations, all information, whether prepared by the Company or a third party service provider (such as market data and quotation services) provided to the Client under the Agreement, whether through electronic means (including the Electronic Services) or otherwise, are provided on an "as is" and "as available" basis and is for general information only. The Client agrees that while the Company endeavours to ensure the accuracy and reliability of such information, the Company does not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of any such information and the Company will not bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information or any reliance on such information.

22.5 投資者賠償基金：如果本公司或其任何管理人員、員工或關聯公司未能履行其在本協議項下對客戶承擔的義務，客戶確認並接受，其（i）在根據證券及期貨條例設立的投資者賠償基金項下要求賠償的權利受限於證券及期貨條例的規定，及（ii）在香港以外的任何市場要求賠償的權利受限於相關市場的適用法規。

22.5 Investor Compensation Fund: If the Company or any of its officers, employees or Affiliates fails to meet its obligations to the Client under the Agreement, the Client acknowledges and accepts that its right to claim compensation (i) under the Investor Compensation Fund established pursuant to the SFO is restricted to the extent provided in the SFO, and (ii) in any Market outside Hong Kong is subject to the Applicable Regulations in the relevant Market.

22.6 金融糾紛調解中心：如果客戶合理地認為公司未能在合理的時間內糾正客戶的投訴，則建議客戶有權將糾紛轉介給金融糾紛調解中心。

22.6 FDRC: The Client is advised of its right to refer a dispute to the FDRC where, in the reasonable opinion of the Client, the Company has failed to remedy the Client's complaint in a reasonable period of time.

22.7 稅項：客戶須根據法律規定的最高稅率或諾亞香港不時決定的任何其他稅率就本協議項下提供的任何投資產品或服務承擔任何適用的應繳或預扣的稅款。本公司或其代名人或關聯公司對任何該等稅款不承擔任何責任。若本公司確定帳戶中的任何收入、利息、收益、股息或分配的款項應為已支付或需預扣的任何稅款，則本公司有權向客戶收取，且客戶同意向本公司支付將支付或預扣的款項。

22.7 Tax: The Client is responsible for any applicable taxes payable or to be withheld in respect of any Investment Products or services provided hereunder in accordance with the maximum rate by law or any other rate as the Company determines from time to time. The Company or any of its nominees or Affiliates is not liable for any such taxes. If the Company determines that any taxes in respect of any income, interest, proceeds, dividend or distribution credited to the Account should have been paid or withheld, the Company is entitled to collect from the Client and the Client agrees to pay to the Company the amount to be paid or withheld;

22.8 違法排除：儘管本協議有任何相反規定，但如果這是違法時，公司無法以任何方式排除或限制其對客戶的責任。



22.8 Unlawful Exclusion: Notwithstanding anything to the contrary in the Agreement, the Company does not exclude or limit in any way its liability to the Client where it would be unlawful to do so.

## 23. 公司權益

### 23. Company's Interests

23.1 公司在交易中的重大權益：在為客戶進行任何交易時，本公司和/或其任何代名人或關聯公司可能擁有與交易或相關投資產品相關的重大權益、關係或安排，在遵守任何適用法規的前提下，本公司或其代名人或關聯公司均無義務向客戶披露該等權益、關係或安排（包括其性質或範圍）。客戶同意，儘管有任何該等權益、關係或安排，本公司可為客戶與其任何代名人或關聯公司或通過其任何代名人或關聯公司實現交易，本公司或其任何代名人或關聯公司可：(a) 在為客戶進行的任何交易中，以其本身帳戶且以主事人身份作為交易對手方；(b) 在投資產品中持倉或擔任相關投資產品的承銷機構、保薦人或其他角色時實施交易；(c) 可建立與客戶指令相反的倉位，不管是出於自己本身或代其他客戶作出之決定；或 (d) 配對客戶與其他客戶的買賣盤。

23.1 Company's Material Interests in a Transaction: When effecting any Transaction for the Client, the Company and/or any of its nominees or Affiliates may have an interest, relationship or arrangement that is material in relation to the Transaction or the Investment Products concerned and, subject to any Applicable Regulations, neither the Company nor its nominees or Affiliates are obliged to disclose to the Client such interest, relationship or arrangement (including the nature or extent thereof). The Client agrees that the Company may, notwithstanding any such interest, relationship or arrangement, effect Transactions for the Client with or through any of its nominees or Affiliates, and the Company or any of its nominees or Affiliates may: (a) be the counterparty as principal for its own account in respect of any Transactions effected for the Client; (b) effect Transactions in circumstances where it has a position in the Investment Products or acts as underwriter, sponsor or otherwise of the relevant Investment Products; (c) take the opposite position to the Client's orders whether the position is on the Company's own account or on behalf of its other clients; or (d) match the Client's orders with those of its other clients.

23.2 不會對利潤提出申索：在本公司或其任何指定人員或關聯公司不存在欺詐或故意不當行為的情況下，對於客戶就第 23.1 條款（本公司在交易中的重大權益）中提及的任何交易針對本公司或其任何代名人或關聯公司提出的任何權利主張，包括就本公司或其任何代名人或關聯公司與該等交易相關賺取或收到的任何薪酬、佣金、利潤或任何其他利益提出的任何權利主張，本公司對客戶不承擔任何責任。

23.2 No Claim to Profit: In the absence of fraud or wilful misconduct on the part of the Company or any of its nominees or Affiliates, the Company shall not be liable to the Client for any claims by the Client against the Company or any of its nominees or Affiliates in relation to any Transaction referred to in Clause 23.1 (Company's Material Interest in a Transaction) including any claim to account for any emoluments, commissions, profits or any other benefits whatsoever earned or received by the Company or any of its nominees or Affiliates in connection with such Transaction.

23.3 以自己帳戶進行交易：本協議的任何規定均不得被視為禁止或阻止本公司(a)以任何身份為任何其他主體行事，購買、持有或為自身利益交易任何投資產品，即使帳戶中可能包含類似投資產品，(b)或為本公司自身利益購買本公司為自身帳戶持有的投資產品，(c)或為本公司自身帳戶購買構成帳戶一部分的投資產品，但前提是，在任何情況下，該等購買條款對客戶的優惠程度均不遜於屆時交易公平進行時本應優惠程度。客戶確認，受限於任何適用的監管要求，本公司、其董事和/或員工可為其自身帳戶或其任何關聯公司的帳戶的利益進行交易。

23.3 Trading for own account: Nothing contained in the Agreement shall be deemed to prohibit or inhibit the Company from (a) acting in any capacity for any other person, or (b) buying, holding or dealing in any Investment Products for its own account notwithstanding that similar Investment Products may be comprised in the Account, or (c) purchasing for the Account Investment Products held by the Company for its own account or purchasing for the Company's own account Investment Products forming part of the Account, provided that in each case the terms of such purchase are no less favourable to the Client than they would have been had the Transactions been entered into at arm's length at the time. The Client acknowledges that the Company, its directors and/or employees may trade on its/ their own account or on the account of any of its Affiliates subject to any applicable regulatory requirements.

23.4 無披露職責：本協議中的任何規定均不使本公司承擔向客戶披露其在以任何身份為任何其他人行事過程中注意到的任何事實或事情的任何職責，除非適用法規要求進行該等披露。

23.4 No duty to disclose: Nothing contained in the Agreement shall place the Company under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person unless such disclosure is required by the Applicable Regulations.

23.5 公司的其他權益：客戶同意，本公司在世界任何地方的交易所或市場代表客戶執行賣出或買入指令時，本公司、其董事、管理人員、雇員、代名人和/或任何場內經紀可為任何該等人士擁有直接或間接權益的帳戶進行買入或賣出，但須遵守當時有效的交易所或市場的章程、規則、規定、慣例、裁決和解釋中所包含的限制和條件（如有），並須遵守該等交易所或市場合法頒佈的任何適用法規中所包含的限制和條件（如有）。

23.5 Company's other Interests: The Client consents that, without prior notice from the Company, when the Company executes sell or buy orders on behalf of the Client, on any Exchange or market anywhere in the world, the Company, its directors, officers, employees, agents, and/or any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, usages, rulings, and interpretations then in force of the Exchange or market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by such Exchange or market.

23.6 潛在衝突：本公司及其關聯公司從事範圍廣泛的金融服務及其他相關業務。因此，本公司可能與另一方有重大利益或任何安排或任何類型的關係，而這可能會導致其對客戶的責任發生衝突。客戶確認存在該等潛在的

利益衝突，並同意本協議不會妨礙本公司按上述規定開展業務。本公司應採取合理措施，確保在涉及潛在利益衝突的任何交易中公平對待客戶。

23.6 Potential Conflict: The Company and its Affiliates are engaged in the provision of a wide range of financial services and other related businesses. As a result, the Company may have a material interest or an arrangement or a relationship of any type with another party which would involve a conflict with its duty owed to the Client. The Client acknowledges the existence of such potential conflict of interest and agrees that the Agreement will not preclude the Company from conducting its businesses as aforesaid. The Company shall take reasonable steps to ensure fair treatment for the Client in relation to any transactions involving potential conflict of interest.

## 24. 合適性

### 24. Suitability

24.1 一般：當客戶進行交易：(a) 本公司可能會根據第 24.2 條款（與本公司進行招攬銷售或建議投資產品的交易）的規定招攬銷售相關投資產品或向客戶建議相關投資產品；和/或 (b) 客戶根據第 24.3 條款（未經任何招攬或建議或與本公司的任何建議不一致而經本公司進行的交易（不包括複雜產品的交易））和第 24.4 條款（未經任何招攬或建議或與本公司的任何建議不一致而經本公司進行的複雜產品交易）與本公司達成的交易，客戶可能在未獲得本公司的任何招攬、建議或建議的情況下進行上述交易。

24.1 General: Where the Client enters into a transaction: (a) the Company may have solicited the sale of or recommended to the Client the relevant Investment Products pursuant to Clause 24.2 (Transaction entered into with the Company with solicitation of the sale or recommendation of Investment Products by the Company); and/or (b) the Client may have done so without solicitation or recommendation from the Company or in circumstances where it is inconsistent with any solicitation, recommendation or advice from the Company pursuant to Clauses 24.3 (Transactions (excluding transactions in Complex Products) entered into with the Company without any solicitation or recommendation or which is inconsistent with any advice from the Company) and 24.4 (Transactions entered into with the Company in Complex Products, without any solicitation, advice or recommendation from the Company or which is inconsistent with any advice from the Company).

24.2 與本公司進行招攬銷售或建議投資產品的交易 (a) 如果本公司向客戶招攬銷售任何投資產品或向客戶建議任何投資產品，該等投資產品必須在考慮客戶的財務狀況、投資經驗和投資目標以及本公司自行認為相關的其他因素的情況下合理適合客戶。本協議或任何其他文件中本公司可能要求客戶簽署的任何其他規定，以及本公司可能要求客戶作出的減損本第 24.2 (a) 條款的任何聲明均不會減損本第 24.2 (a) 條款的規定。(b) 在不減損第 24.2 (a) 條款的規定的前提下，在進行本公司招攬或建議的投資產品交易之前，客戶接受並同意下列各項，本公司有權依賴客戶對以下事項的接受和同意：(i) 客戶向本公司提供的任何資訊均有效、真實、完整、準確及最新，包括為評估客戶根據第 24.2 (a) 條款的規定交易該等投資產品是否適當之目的提供的

任何資訊； (ii) 客戶或投資產品所涉及的情形發生變化，本公司最初向客戶銷售或推介的投資產品，可能不再適合該客戶； (iii) 本公司不承擔確保其招攬或建議的該等投資產品仍然適合客戶的任何持續責任； (iv) 客戶做出明智的投資決策，需要了解投資產品的性質、期限及風險，並結合自身情況，包括但不限於財務狀況、產品風險承擔能力和交易損失承擔能力、投資經驗及客戶投資目標等； (v) 必要時，客戶應就客戶擬投資的投資產品獨立地徵求專業意見。

24.2 Transaction entered into with the Company with solicitation of the sale or recommendation of Investment Products by the Company (a) If the Company solicits the sale of or recommends any Investment Products to the Client, such Investment Products must be reasonably suitable for the Client having regard to the financial situation, investment experience and investment objectives of the Client, and such other factors (which the Company in its sole discretion considers to be relevant). No other provision in the Agreement or any other document that the Company may ask the Client to sign and no statement that the Company may ask the Client to make derogates from this Clause 24.2(a). (b) Without derogating from Clause 24.2(a), before entering into a transaction in Investment Products solicited or recommended by the Company, the Client accepts and agrees to the following, and the Company shall be entitled to rely on the Client's acceptance of and agreement to the following: (i) any information that the Client provides to the Company, including for the purpose of assessing whether it would be suitable for the Client to deal in such Investment Products in accordance with Clause 24.2(a), is valid, true, complete, accurate and up-to-date; (ii) if the circumstances relating to the Client or the Investment Products change, such Investment Products which the Company initially solicited the sale of or recommended to the Client may no longer remain suitable to the Client; (iii) the Company bears no ongoing responsibility to ensure that such Investment Products which it has solicited or recommended remains suitable to the Client; (iv) in order to make an informed investment decision, the Client would need to understand the nature, terms and risks of such Investment Products; and consider its own circumstances, including but not limited to the financial situation, ability to assume the risks of such investment products and bear the potential losses from trading in such investment products, investment experience and investment objectives of the Client; and (v) where necessary, the Client shall seek independent professional advice about the Investment Products that the Client intends to deal in.

24.3 未經任何招攬或建議或與本公司的任何建議不一致而經本公司進行的交易（不包括複雜產品的交易）對於客戶未經招攬或建議與本公司達成的任何交易（不包括複雜產品交易）或與本公司的任何建議不一致的任何交易，在進行該等交易之前，客戶接受並同意下列各項，本公司有權依賴客戶對以下事項的接受和同意： (a) 該等交易由客戶在自行承擔風險及客戶要求的情況下基於自己的判斷而訂立； (b) 客戶充分知曉並理解該交易的性質、條款及風險； (c) 本公司無需就該等交易對客戶的適合性進行評估或提供意見； (d) 客戶已經考慮自身的情況，包括但不限於財務狀況、承擔該筆交易的風險能力和承擔該筆投資產品交易的潛在損失的能力、投資經驗及投資目標； (e) 必要時，客戶應就該交易徵詢獨立的專業意見。 (f) 本公司未向客戶提供諮詢服務，因此不承擔與該等交易相關的任何諮詢謹慎責任或義務；及 (g) 除因本公司故意不當行為或疏忽所引致者外，本公司概不會就客戶或任何其它人士就任何該等交易招致或蒙受的任何損失（包括間接或結果性損失）、費用或損害負責。

24.3 Transactions (excluding transactions in Complex Products) entered into with the Company without any solicitation or recommendation or which is inconsistent with any advice from the Company For any transaction that the Client enters into with the Company (excluding transactions in Complex Products) without any solicitation or recommendation or which is inconsistent with any advice from the Company, before entering into such transaction, the Client accepts and agrees to the following, and the Company shall be entitled to rely on the Client's acceptance of the following: (a) such transaction is entered into by the Client solely at its own risk and request of the Client and is based on its own judgment; (b) the Client is fully aware of and understands the nature, terms and risks of such transaction; (c) the Company is not required to assess or advise on the suitability of such transaction for the Client; (d) the Client has considered its own circumstances, including but not limited to its financial situation, ability to assume the risks of such transaction and bear the potential losses from trading in such Investment Products, investment experience and investment objectives; (e) where necessary, the Client shall seek independent professional advice concerning such transaction; (f) the Company does not provide advisory services to the Client and therefore does not assume any advisory duty of care or obligation in relation to such transaction; and (g) unless caused by the Company's wilful misconduct or negligence, the Company is not liable for any loss (including indirect or consequential loss), cost or damage of any kind incurred or suffered by the Client or any other person with respect to any such transaction.

24.4 未經任何招攬或建議或與本公司的任何建議不一致而經本公司進行的複雜產品交易 對於客戶將與本公司進行的任何複雜產品交易，在未獲得本公司的任何招攬或建議的情況下，或者與本公司的任何建議不一致的，在進行該等交易之前，客戶接受並同意下列各項，本公司有權依賴客戶對以下事項的接受和同意：(a) 該等交易由客戶在自行承擔風險和要求的情況下基於自己的判斷進行；(b) 客戶向本公司提供的任何資訊（包括為評估非交易所交易的衍生產品的任何交易是否根據操守準則或任何其他監管要求適合客戶之目的提供的資訊）均為有效、真實、完整、準確及最新的資訊；(c) 客戶考慮了自身的情況，包括但不限於財務狀況、承擔該筆交易的風險能力、承擔該筆複雜產品交易的潛在損失能力、投資經驗、投資目標等；(d) 客戶充分知曉並理解該交易的性質、條款及風險；(e) 必要時，客戶會就這些交易徵詢獨立的專業意見。(f) 如果與客戶或複雜產品相關的情況發生變化，該等複雜產品可能不再適合客戶，本公司無持續責任確保客戶交易的任何複雜產品仍然適合客戶；及 (g) 本公司並無任何義務及責任確保交易所交易的衍生產品的任何該等交易符合客戶的需要。本公司義務或職責的該等限制應受限於操守準則及其他適用法規的遵守。

24.4 Transactions entered into with the Company in Complex Products, without any solicitation, advice or recommendation from the Company or which is inconsistent with any advice from the Company For any transaction that the Client will enter into with the Company in a Complex Product, without any solicitation or recommendation from the Company or which is inconsistent with any advice from the Company, before entering into such transaction, the Client accepts and agrees to the following, and the Company shall be entitled to rely on the Client's acceptance of the following: (a) such transaction is entered into by the Client at its own risk and request and is based on its own judgment; (b) any information that the Client provides to the Company, including for the purpose of assessing whether any transaction in a Non-Exchange Traded Derivative Product would be suitable for the Client in accordance with the



Code or any other regulatory requirement, is valid, true, complete, accurate and up-to-date; (c) the Client has considered its own circumstances, including but not limited to its financial situation, ability to assume the risks of such transaction and bear the potential losses from trading in such Complex Product, investment experience and investment objectives; (d) the Client is fully aware of and understands the nature, terms and risks of such transaction; (e) where necessary, the Client will seek independent professional advice concerning such transactions; (f) if circumstances relating to the Client or the Complex Product change, such Complex Product may no longer remain suitable for the Client, and the Company has no ongoing responsibility to ensure that any Complex Product that the Client has transacted in remains suitable for it; and (g) the Company owes and assumes no obligation whatsoever to ensure that any such transaction in an Exchange Traded Derivative Product is suitable to the Client. Such limitation of the Company's obligation or duty is subject to compliance with the Code and other Applicable Regulations.

24.5 機構專業投資者 (a) 第 24.2 (a) 條款不適用於為“機構專業投資者”的任何客戶。“機構專業投資者”指符合證券及期貨條例附錄第一 1 部分“專業投資者”定義第 1 段第 (a) 段至第 (i) 段規定的客戶，根據法例或操守準則，本公司無須對其承擔或履行任何義務，以確保投資產品的合適性或向其進行建議或招攬。(b) 儘管本公司事實上可向機構專業投資者提供部分或全部下列服務/資訊，但如果客戶為機構專業投資者，客戶確認並證實，本公司對此不承擔任何監管責任：(i) 客戶資訊：本公司無需建立客戶的財務狀況、投資經驗或投資目標；(ii) 合適性：本公司無需確保建議或招攬適合客戶；(iii) 衍生品知識：公司無需根據操守準則第 5.1 A 條款的要求評估客戶對衍生品的知識，並基於其對衍生品的知識對客戶進行描述；(iv) 關於複雜產品的要求：本公司無需確保根據操守準則第 5.5 (a) 條款的要求，(i) 複雜產品的交易在所有情況下均適合客戶，(ii) 在進行該等交易之前向客戶提供關於複雜產品的關鍵性質、特徵和風險的充分資訊，及 (iii) 以清晰當眼的方式向客戶提供與複雜產品經銷相關的警示聲明；(v) 風險披露聲明：本公司無需向客戶書面提示與客戶進行的任何交易的風險，亦無需提醒客戶注意該等風險；及 (vi) 銷售相關資訊的披露：本公司不受限於操守準則第 8.3 A 條款關於銷售相關資訊披露的要求（適用於本公司向客戶分銷投資產品的情況，在這種情況下，本公司應在進行相關銷售之前或進行相關銷售之時向客戶披露某些資訊，例如 (i) 公司的身份（無論是作為主事人還是代理人），或 (ii) 本公司與產品發行人的關聯關係等）。(c) 如果本協議的任何條款與第 24.5 (b) 條款不一致，則以第 24.5 (b) 條款為準。

24.5 Institutional Professional Investors (a) Clause 24.2(a) shall not apply to any Clients who are "Institutional Professional Investors". The term "Institutional Professional Investors" means Clients who are persons falling under paragraphs (a) to (i) of the definition of "professional investors" in section 1 of part 1 of Schedule 1 to the SFO, to whom the Company is not required, under the law or under the Code, to assume or discharge any obligation for ensuring the suitability of any Investment Products or their recommendation or solicitation. (b) While the Company may in fact provide some or all of the following services/information to Institutional Professional Investors, if the Client is an Institutional Professional Investor, the Client acknowledges and confirms that the Company has no regulatory responsibility to do so: (i) Information about Clients: the Company is not required to establish the Client's financial situation, investment experience or investment objectives; (ii) Suitability: the Company is not required to

ensure that a recommendation or solicitation is suitable for the Client; (iii) Knowledge of derivatives: the Company is not required to assess the Client's knowledge of derivatives and characterise the Client based on its knowledge of derivatives under the requirements of paragraph 5.1A of the Code; (iv) Requirements regarding Complex Products: the Company is not required to ensure that (i) a transaction in a Complex Product is suitable for the Client in all circumstances, (ii) sufficient information on the key nature, features and risks of a Complex Product is provided to the Client before entering into such transaction and (iii) warning statements in relation to the distribution of a Complex Product are provided to the Client in a clear and prominent manner, pursuant to the requirements under paragraph 5.5(a) of the Code; (v) Risk disclosure statements: the Company is not required to provide the Client with written risk warnings in respect of the risks involved in any transactions entered into with the Client, or to bring those risks to the Client's attention; and (vi) Disclosure of sales related information: the Company will not be subject to the requirements of paragraph 8.3A of the Code relating to disclosure of sales related information (applicable where the Company distributes an investment product to the Client, in which case the Company should disclose to the Client certain information prior to or at the point of entering into the relevant sale, such as (i) the Company's capacity (whether as principal or agent) or (ii) the Company's affiliation with the product issuer, etc.). (c) In the event of any inconsistency between any term of the Agreement and Clause 24.5(b), the latter shall prevail.

## **25. 聯名帳戶**

### **25. Joint Accounts**

25.1 聯名帳戶：若帳戶為聯名帳戶，即帳戶以多人名義開立，或帳戶以本人名義代表他人開立（無論是否為合夥或其他形式）；(a) “客戶”應包括上述各類人員（“聯名客戶”），聯名客戶在協議中的責任為連帶責任；(b) 就任何一名或多名聯名客戶提出的任何付款要求應被視為對每一名及所有聯名客戶的有效付款要求；(c) 公司可免除或解除任何一名或多名聯名客戶在本協議項下的責任，或與任何聯名客戶達成和解，或接受任何聯名客戶的成分，或與任何聯名客戶作出任何其他安排，而不免除或解除或以其他方式損害或影響公司針對任何其他聯名客戶的權利和補償；(d) 任何聯名客戶的死亡、喪失行為能力或解散不得影響本協議；(e) 任何一位或多位聯名客戶或其個人代表根據第 27 條（終止）終止本協議不影響其他聯名客戶的持續責任；(f) 公司對每一聯名客戶的財產享有留置權。公司的留置權應作為公司根據本協議享有的權利和補償的補充；(g) 每一聯名客戶單獨及分別地有權根據本協議向公司發出指示或行使客戶的所有權利、權力及酌情權，並代表其他聯名客戶與公司交易，如同每一聯名客戶為唯一帳戶持有人，並對所有聯名客戶具約束力。公司被授權按照任何一名聯名客戶的指示行事，不得被要求就該等指示向其他聯名客戶發出通知或從其他聯名客戶取得授權；(h) 公司無任何責任查詢或監察任何聯名客戶在任何帳戶內的任何款項或財產的運用或處置；(i) 聯名客戶以具有倖存權的聯權共有人而非分權共有人訂立協議；(j) 如果任何聯名客戶身故，該聯名客戶在帳戶中的全部權益應根據本協議規定的相同條款歸屬於存續的聯名客戶，在本公司實際收到該聯名客戶死亡通知之前，已故人士對本公司承擔之任何責任並不予解除，且本公司有權對其遺產強制執行本公司的權利。已在本公司實際收到該聯名客戶死亡通知之前，已故人士對本公司承擔之任何責任並不予解除，且本公司有權對其

遺產強制執行本公司的權利。已故聯名客戶或存續的聯名客戶的遺產應立即書面通知公司相關聯名客戶的死亡以及該等死亡導致的被授權人身份的任何變更。公司應根據本協議的條款按照存續的聯名客戶的順序持有客戶的資產，但前提是，存續的聯名客戶出示並交付令公司滿意的相關聯名客戶身故證明，以及遵守法律項下所有適用要求的證明（包括關於繳納或清繳遺產稅的所有義務），公司可採取並要求公司為保護公司在任何適用法律項下與任何稅項、責任、罰款或損失相關的利益而可能合理指定的措施和文件及/或彌償；(k) 各聯名客戶應受本協議約束，而不論聯名客戶之間的任何安排或協議，亦不論本協議可能對任何一名或多名聯名客戶無效或不可強制執行（不論本公司是否知悉該等缺陷）；(l) 任何客戶向公司發出的任何通知或通訊應對公司生效，公司向任何聯名客戶發出的任何通知或通訊應對所有聯名客戶生效；(m) 向任何一名聯名客戶支付的任何款項應構成公司對每一名聯名客戶有效和完全的義務解除，無論該等款項是在任何一名或多名聯名客戶死亡之前還是之後支付。

25.1 Joint Accounts: If the Account is a joint account, i.e. the Account is in the name of more than one person or is in the name of oneself and on behalf of others (whether a partnership or otherwise): (a) the expression "Client" shall include each such person (a "Joint Client") and the liability of Joint Clients under the Agreement shall be joint and several; (b) any demand for payment on any one or more of the Joint Clients shall be treated as a valid demand on each and all of the Joint Clients; (c) the Company may release or discharge any one or more of the Joint Clients from liability under the Agreement or compound with, accept compositions from, or make any other arrangement with, any of Joint Clients without releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Client; (d) the Agreement shall not be affected by the death, incapacity or dissolution of any Joint Client; (e) termination of the Agreement pursuant to Clause 27 (Termination) by any one or more of the Joint Clients or its or their personal representatives shall not affect the continuing liability of the other Joint Clients; (f) the Company shall have a lien on the property of each Joint Client. The Company's lien shall be additional to the rights and remedies of the Company pursuant to the Agreement; (g) each of the Joint Clients singly and severally, without notice to the others, shall have the authority to give Instructions to the Company or exercise all the rights, powers and discretions of the Client pursuant to the Agreement and generally to deal with the Company on behalf of the other Joint Clients as if each of the Joint Clients alone was the sole Account holder and so as to bind all the Joint Clients. The Company is authorised to act on the Instructions of any one of the Joint Clients and shall not be required to give notice to, or obtain authorization from, the other Joint Clients in respect of such Instructions; (h) the Company shall be under no duty whatsoever to inquire or monitor the application or disposition of any monies or properties in any Account by any of the Joint Clients; (i) the Joint Clients have entered into the Agreement as joint tenants with a right of survivorship and not as tenants-in-common; (j) in the event of death of any Joint Client, the deceased Joint Client's entire interest in the Account shall be vested in the surviving Joint Client(s) on the same terms as are set out in the Agreement but without releasing any liabilities incurred to the Company prior to the Company's actual receipt of the written notification of the death of the Joint Client and the Company will be entitled to enforce its rights against the Joint Client's estate. The estate of the deceased Joint Client shall be liable and each surviving Joint Client(s) shall be liable, jointly and severally, to the

Company for any debt or loss in the Account arising from completion of Transactions instructed prior to the Company's actual receipt of a written notice of such death. The estate of the deceased Joint Client or the surviving Joint Client(s) shall immediately notify the Company in writing of the death of the relevant Joint Client and any changes in the identity of the Authorized Person(s) consequent upon such death. The Company shall hold the Client's assets to the order of the surviving Joint Client(s) under the terms of the Agreement subject to the surviving Joint Client(s) producing and delivering to the satisfaction of the Company evidence of death of the relevant Joint Client and evidence of compliance of all applicable requirements under law (including all obligations regarding payment or clearance of estate duty), and the Company may take such steps and require such documents and/or indemnities as the Company may reasonably specify to protect the interests of the Company with respect to any tax, liability, penalty or loss under any applicable law; (k) each of the Joint Clients shall be bound by the Agreement regardless of the arrangement or agreement among the Joint Clients and notwithstanding that the Agreement may be invalid or unenforceable against any one or more of the Joint Clients (whether or not the defect is known to the Company); (l) any notice or communication from the Client shall be effective on the Company if given by any one of the Joint Clients to the Company, and shall be effective on all Joint Clients if given by the Company to any of the Joint Clients; (m) any payment made to any one of the Joint Clients shall be a valid and complete discharge of the Company's obligations to each Joint Client regardless of whether such payment is made before or after the death of any one or more of such individuals.

## **26. 單項及連續協議**

### **26. Single and Continuous Agreement**

本協議及其所有修訂應為持續性的，並應單獨及共同適用於每一及所有帳戶及交易。客戶確認，本公司為客戶執行的所有交易均應由公司根據客戶在本協議第 17 條（客戶的陳述，保證和承諾）中對公司的陳述和保證來執行，且被視為客戶於每筆交易前重複作出該等陳述及保證。

The Agreement and all its amendments shall be continuous, and shall apply to each and all of the Accounts and Transactions individually and collectively. The Client acknowledges that all Transactions executed by the Company for the Client shall be executed by the Company in reliance upon the representations and warranties given by the Client to the Company in Clause 17 (Client's Representations, Warranties and Undertakings) hereof as if they were repeated before each such Transaction.

## **27. 終止**

### **27. Termination**

27.1 經通知終止：任何一方均可在任何時候經至少提前 5 個營業日書面通知另一方而終止本協議。

27.1 Termination by notice: Either party may terminate the Agreement at any time by giving to the other party at least 5 Business Days' notice in writing.

27.2 違約事件時終止：公司可隨時終止本協議，在違約事件發生時即時生效。

27.2 Termination upon Event of Default: The Company may terminate the Agreement at any time with immediate effect upon the occurrence of an Event of Default.

27.3 優先權：即使有任何相反規定，本公司保留在任何時間中止或終止本協議及其所有或任何服務（包括帳戶）的權利，而無需給予任何通知或理由。經監管機構或其他機構要求，公司也可能被要求採取上述行動。

27.3 Overriding right: Notwithstanding anything to the contrary, the Company reserves the right, without giving any notice or reason, to suspend or terminate at any time the Agreement and all or any of its services (including the Accounts). The Company may also be required to do so at the request of a regulatory or other authority.

27.4 終止的影響：在本協議因任何原因終止時，客戶應立即向本公司支付的所有款項。公司不再有代表客戶進行任何交易的任何義務，並有權取消客戶的所有或任何未執行的指示，即使客戶有任何相反的指示。終止不得影響本公司、關聯公司或任何第三方在終止前在本協議項下採取的行動。

27.4 Effect of termination: Upon termination of the Agreement for any reason, all amounts due or owing by the Client to the Company shall become immediately due and payable. The Company shall cease to have any obligation to effect any Transaction on behalf of the Client and shall be entitled to cancel all or any unexecuted Instructions of the Client, notwithstanding any Instructions from the Client to the contrary. Termination shall not affect the actions taken by the Company, an Affiliate or any third party under the Agreement prior to the termination.

27.5 客戶資產的返還：客戶在清償所有負債後的剩餘現金收入及款項，應在最短時間內歸還客戶，風險和費用由客戶自行承擔。客戶未能變現或未處置的投資產品及其他資產，應當與其所擁有的權利憑證一同向客戶交付，風險和費用由客戶自行承擔。對於客戶因該等退貨和交付而發生的任何損失或損害，本公司不承擔任何責任。客戶可通過通知公司，選擇放棄任何該等現金收入、款項、投資產品及其他資產。

27.5 Return of Client Assets: Any cash proceeds and monies remaining after satisfaction of all Liabilities of the Client shall be returned to the Client as soon as practicable at the Client's sole risk and expense. Any Investment Products or other assets of the Client which are not realised or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Client at the Client's sole risk and expense. The Company shall have no liability for any loss or damage incurred by the Client arising from such return and delivery. The Client may, by notice to the Company, elect to forfeit any such cash proceeds, monies, Investment Products and other assets.

27.6 權利累積：本公司的任何服務或本合約的暫停或終止，不應影響本公司就客戶的任何義務或責任所享有的權利及補償，包括本公司在該等暫停或終止前根據本合約結算客戶或客戶代表客戶所進行的任何交易或發生的任何債務的權利，亦不應影響本公司對本公司所擁有或控制的客戶財產的任何權利，不論該等財產是以保管方式保管、保證金或其它目的而持有，亦不論該等財產是根據本合約（特別是第 21 條（本公司的權利及補救）或其它規定而持有，只要客戶對本公司負有任何尚未清償的責任。



27.6 Rights Accumulative: The suspension or termination of any of the Company's services or the Agreement shall be without prejudice to the Company's rights and remedies in respect of any obligations or liabilities of the Client including the Company's right to settle any Transactions entered into or liabilities incurred by or on behalf of the Client under the Agreement prior to such suspension or termination, and shall not affect any of the rights of the Company over any of the Client's property in the possession or control of the Company whether the same be held for safe custody, margin or otherwise and whether pursuant to the Agreement (in particular Clause 21 (Rights and Remedies of the Company)) or otherwise so long as there is any outstanding liability of the Client to the Company.

27.7 客戶的持續義務：即使公司的任何服務或本協議暫停或終止，客戶應繼續受本協議規定的約束，但前提是，該等規定涉及仍有待履行或解除的任何義務或責任。終止不得終止或影響客戶在本協議項下或與任何投資產品相關作出的任何保證、允諾、聲稱、聲明、承諾和彌償。

27.7 Client's Continuing Obligations: Notwithstanding the suspension or termination of any of the Company's services or the Agreement, the Client shall continue to be bound by the provisions of the Agreement to the extent that they relate to any obligations or liabilities which remain to be performed or discharged. Termination shall not terminate or affect any warranties, promises, statements, declarations, commitments, and indemnities made by the Client under the Agreement or in relation to any Investment Product.

## 28. 不可抗力

### 28. Force Majeure

因政府限制、有關交易所或市場實施緊急程序、交易中斷、內亂、恐怖主義行為或恐嚇行為、自然災害、戰爭、罷工或其他非本公司所能控制的情況而直接或間接導致客戶受損，本公司不承擔任何直接或間接責任。

The Company shall not be liable for any loss sustained by the Client, whether directly or indirectly, if it is prevented from acting as a direct or indirect result of any government restrictions, imposition of emergency procedures or suspension of trading by any relevant Exchange Clearing House or Market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes or other circumstances beyond its control.

## 29. 合併、併入和抵銷

### 29. Combination, Consolidation and Set-Off

29.1 合併及綜合帳戶：公司有權且客戶授權，為其自身或作為其關聯公司的代理，在不通知客戶的情況下隨時合併並綜合與公司任何或所有客戶帳戶（無論任何性質，也無論是單獨持有還是與其他主體共同持有），以抵銷、轉移或運用該等帳戶中的資金、投資產品或其他財產清償客戶的負債。當此種合併、抵銷或轉移要

求將一種貨幣兌換為另一種貨幣時，應當使用本公司以當時相關市場通行的匯率為基礎確定的匯率。出於上述目的，客戶授權公司及其關聯公司彼此共享有關此類帳戶的任何和所有數據。

29.1 Combine and Consolidate Accounts: The Company shall be entitled and is authorized by the Client to, for itself or as agent for its Affiliates, combine and consolidate at any time without notice to the Client any or all of the Client's Accounts (of whatever nature and whether held individually or jointly with others), in order to set-off, transfer or apply monies, Investment Products or other property in such Accounts to settle the Liabilities of the Client. When such combination, consolidation, set-off or transfer requires the conversion of one currency to another, such conversion shall be at a rate of exchange determined conclusively by the Company on the basis of the then prevailing exchange rates in the relevant market. For the foregoing purposes, the Client authorizes the Company and its Affiliates to share any and all data regarding such Accounts with one another.

29.2 提款：如果客戶指示公司向客戶提取或轉移任何款項、投資產品或其他財產，公司可從在公司或其關聯公司開立的任何帳戶中提取或轉移任何該等款項、投資產品或其他財產。

29.2 Withdrawal: Where the Client instructs the Company to withdraw or transfer any monies, Investment Products or other property to the Client, the Company may withdraw or transfer any such monies, Investment Products or other property from any Account with the Company or its Affiliates.

### 30. 通訊和通知

#### 30. Communications and Notices

30.1 致客戶的通訊（以書面形式）：除非本協議另有規定，本公司致客戶的任何通訊或通知（包括訴訟/仲裁 / 執行等司法程式中的文件）應以書面形式作出，並以本公司最後已知（由客戶提供的）地址及/或傳真號碼及/或電郵位址（視乎情況而定）及/或透過電子方式（包括電子服務）為收件地址，而（i）如以郵寄方式交付，則於投遞後 72 小時後，即足以證明該通訊或通知已正確填寫地址並投遞，且已被客戶收到或（ii）如以傳真、電郵或透過電子方式（包括電子服務）交付，則立即被視為已被客戶收到。

30.1 Communications to the Client (in writing): Unless otherwise specified in the Agreement, any communication or notice (including the document(s) in the litigation/arbitration/execution of the judicial procedure) to be made or given by the Company to the Client shall be in writing and addressed to the Company's last known (which provided by the Client) address and/or facsimile number and/or email address (as the case may be) and/or via electronic means (including via the Electronic Services), and shall be deemed to have been received by the Client (i) 72 hours after posting if delivered by mail, it being sufficient to prove that the communication or notice was properly addressed and posted, or (ii) immediately if delivered by facsimile, email or via electronic means (including via the Electronic Services).

30.2 致客戶的通訊（電話）：除非本協議另有規定，本公司亦可通過電話向客戶發出任何通訊或通知，並應在通過電話發出通訊或通知後立即被視為已被客戶收到。

30.2 Communications to the Client (telephone): Unless otherwise specified in the Agreement, any communication or notice may also be given by the Company to the Client by way of telephone, and shall be deemed to have been received by the Client immediately after the communication or notice is made over the telephone.

30.3 致公司的通訊（書面）：客戶致本公司的任何通訊或通知應採用書面形式，並發送至本公司最後已知的地址、傳真號碼或電子郵件地址，並應僅在本公司實際收到並確認該等通訊或通知時被視為已由本公司收到。

30.3 Communications to the Company (in writing): Any communication or notice to be made or given by the Client to the Company shall be in writing and addressed to the Company's last known address, facsimile number or email address, and shall be deemed to have been received by the Company only upon its actual receipt and confirmation thereof.

30.4 致公司的通訊（電話）：除本協議另有約定外，客戶亦可以以電話方式向本公司發出任何通訊或通知，經本公司向客戶確認後，方視為本公司已收到該通訊或通知。

30.4 Communications to the Company (telephone): Unless otherwise specified in the Agreement, any communication or notice may also be given by the Client to the Company by way of telephone, and shall be deemed to have been received by the Company only after it confirms the same to the Client.

30.5 電話錄音：本公司可錄下與客戶的電話交談。

30.5 Telephone Recording: The Company may record telephone conversations between it and the Client.

## **31. 關鍵時間**

### **31. Time of the Essence**

時間是客戶履行與本協議有關的所有義務的關鍵因素。如果客戶向本公司寄送的任何有關帳戶或本公司發出的任何指令的文件因任何原因未注明日期，則本公司在收到該等文件時加蓋在該等文件上的時間戳記所顯示的時間和日期即為該等文件日期的結論性。

Time shall be of the essence in respect of the performance of all of the Client's obligations in connection with the Agreement. If any document sent by the Client to the Company concerning the Account or any order made by the Company is for any reason undated, the time and date as shown on the time chop of the Company, as imprinted on such document at the time of its receipt by the Company, shall be conclusive evidence of the date of such document.

## **32. 自動順延**

**32. Automatic Postponement** 各方同意，如果本公司同意或有義務採取、採取或進行任何事項、行動或交易的任何日期（“行動日”）為非工作日，則行動日應自動順延至下一個工作日。

The parties agree that if any day on which the Company has agreed or obliged to do, take or conduct any matter, action or Transaction (the "Action Date") shall fall on a day which is not a Business Day, the Action Date shall automatically be postponed to the next Business Day.

**33. 可分割性**

**33. Severability**

本協議的每一條規定均可分割且與其他規定不同。本協議的任何條款如因任何原因在任何司法轄區不合法、無效或不可強制執行，僅在該等不合法、無效或不可強制執行的範圍內無效，不得影響其餘條款的合法性、有效性或可強制執行性或該等條款在任何其他司法轄區的合法性、有效性或可強制執行性。

Each of the provisions of the Agreement is severable and distinct from the others. Any provision of the Agreement which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions or the legality, validity or enforceability of such provision in any other jurisdiction.

**34. 轉讓**

**34. Assignment**

未經本公司事先書面同意，客戶不得出讓或轉讓其在本協議或任何投資產品項下的權利和/或義務。本公司可在不獲得客戶事先同意的情況下出讓或轉讓其在本協議項下的任何權利和/或義務。

The Client shall not assign or transfer its rights and/or obligations under the Agreement or any Investment Product without the prior written consent of the Company. The Company may assign or transfer any of its rights and/or obligations under the Agreement without the prior consent of the Client.

**35. 繼任者和受讓人**

**35. Successors and Assigns**

35.1 繼任者和受讓人：即使本公司被任何其他主體吸收合併或與任何其他主體合併，本協議應及於本公司、其繼任者和受讓人之利益。本協議應對客戶及其繼承人、執行人、管理人、遺產代理人、繼任者和獲准受讓人（視具體情況而定）具有約束力。

35.1 Successors and Assigns: The Agreement shall enure for the benefit of the Company, its successors and assigns notwithstanding any absorption or amalgamation of the Company by or with any other person. The Agreement shall be binding upon the Client and its heirs, executors, administrators, personal representatives, successors and permitted assignees, as the case may be.

35.2 存續：協議在客戶業務發生變更或承繼後繼續有效，在合夥企業或商號情形下，對合夥人及其個人代表具有約束力，在個人情形下，對其個人代表、接管人或受託人不論是否破產，均具有約束力。

35.2 Survival: The Agreement shall survive any changes or succession in the Client's business and shall be binding in the case of a partnership or firm upon the partners jointly and severally and upon their personal representatives and in the case of an individual upon his personal representative, receiver or trustee whether in bankruptcy or otherwise.

## 36. 雜項條文

### 36. Miscellaneous Provisions

36.1 通知：如果與本公司或本公司的服務相關的名稱、位址或許可資訊、利息收費、費用及本協議中規定的或與本協議相關的其他費用發生任何重大變更，公司應立即通知客戶。

36.1 Notification: The Company shall notify the Client promptly of any material changes to the name, address or licensing information relating to the Company or the Company's services, interest charges, fees and other charges provided in or in connection with the Agreement.

36.2 修訂：本公司可以其酌情權決定、修訂、刪除或替代本協議的任何條款，或通過通知客戶並說明該等修訂、刪除、替代或添加的方式向本協議增加新條款。該等變更應被視為已納入本協議，並在（a）客戶繼續使用本協議項下提供的任何服務，或（b）自該等通知之日起的 7 日（以較早發生者為準）對客戶具有約束力。如果客戶不同意該等變更，客戶不得使用本協議項下提供的任何服務，並應在通知日起的 7 日內以書面形式向本公司提出異議。

36.2 Amendments: The Company may, at its discretion, amend, delete or substitute any of the terms of the Agreement or add new terms to the Agreement by notifying the Client and setting out such amendment, deletion, substitution or addition. These changes shall be deemed to have been incorporated in the Agreement and shall be binding on the Client upon the earlier of (a) the Client's continued use of any service provided under the Agreement or (b) 7 days from the date of such notice. If the Client does not agree to such changes, the Client must not use any services provided under the Agreement and shall raise its objections with the Company in writing within 7 days from the date of such notice.

36.3 投訴：針對本公司的任何投訴均應以書面形式或任何其他本公司接受的方式向本公司提出。客戶同意向客戶服務人員提供其可能合理要求的所有資訊，以使其能夠調查投訴。



36.3 Complaints: Any complaint about the Company shall be made in writing or in other means accepted by the Company and addressed to the Company. The Client agrees to provide the customer services officer with all such information as he may reasonably request to enable him to investigate the complaint.

36.4 欺詐：如果客戶懷疑存在欺詐或未經授權進入任何帳戶的情況，客戶應立即通過撥打客戶服務熱線：+852-3700-1997 或本公司不時通知客戶的其他電話號碼。

36.4 Fraud: If the Client suspects that there has been any fraud or unauthorized access any of the Accounts, the Client shall notify the Company immediately by calling its customer service hotline: +852-3700-1997 or such other telephone numbers that the Company notifies the Client from time to time.

36.5 英文文本優先：如果英文文本和中文文本存在任何不一致，應以英文文本為準。

36.5 English Version Prevails: In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

36.6 權利累積：任何一方在本協議項下的權利、權力、補償和特權是累積的，不排除法律或其他方面規定的任何其他權利、權力、補償和特權。

36.6 Rights Accumulative: The rights, powers, remedies and privileges of either party under the Agreement are cumulative and not exclusive of any other rights, powers, remedies and privileges provided by law or otherwise.

### 37. 遵守規章制度

#### 37. Submission to Rules and Regulations

37.1 一般規定：在有關交易所、結算所或市場執行的每項交易，均須繳付該交易所、結算所或市場不時徵收的任何交易手續費、稅款、征費或其它費用，而客戶須負責繳付。

37.1 General: Every Transaction executed on the relevant Exchange, Clearing House or Market will be subject to any transaction charges, taxes, levies or other fees imposed by such Exchange, Clearing House or Market from time to time which shall be borne by the Client.

37.2 適用法規：本協議應受限於證券及期貨條例及任何其他適用法規。

37.2 Applicable Regulations: The Agreement shall be subject to the SFO and any other Applicable Regulations.

37.3 香港聯合交易所：就在香港聯合交易所達成的交易而言：(a) 香港聯合交易所、香港中央結算有限公司和聯交所期權結算所的規則應對客戶和本公司具有約束力，如果規則和本協議之間有任何衝突，則以規則為準；(b) 在聯交所進行的每項交易均需收取交易費用，該費用應由客戶承擔；及(c) 在香港聯合交易所執行的每項交易須繳付香港聯合交易所不時徵收的其他稅項，而該等其他稅項須由客戶承擔。

37.3 SEHK: In respect of Transactions effected on SEHK: (a) the Rules of the SEHK, HKSCC and SEOCH shall be binding on the Client and the Company and shall prevail in the event of any conflict between the Rules and the Agreement; (b) every Transaction executed on the SEHK will be subject to a transaction charge which shall be borne by the Client; and (c) every Transaction executed on the SEHK will be subject to other levies the SEHK may impose from time to time which shall be borne by the Client.

37.4 外地市場：凡在香港以外任何市場進行的交易，有關交易所、結算所或市場的規則對客戶和本公司均有約束力，並在規則與本協議有抵觸時，以規則為準。

37.4 Foreign Markets: In respect of Transactions effected in any Market outside Hong Kong, the Rules of the relevant Exchange, Clearing House or Market shall be binding on the Client and the Company and shall prevail in the event of any conflict between the Rules and the Agreement.

37.5 報告職責：當本公司有合理理由懷疑客戶違反適用規例的任何重大違反、侵犯或不合規規定時，本公司有責任立即向有關機關或人士（包括香港監管機構）報告，提供涉嫌違反、侵犯或不合規的詳情及有關資料及文件。客戶不得要求公司或其關聯公司對該等報告所產生的任何後果承擔責任。

37.5 Duty to Report Immediately upon the happening of any material breach, infringement or non-compliance of market misconduct provisions set out in the Applicable Regulations that the Company reasonably suspects may have been committed by the Client, the Company has a duty to report to relevant authorities or persons (including the Hong Kong Regulators), giving particulars of the suspected breach, infringement or non-compliance and relevant information and documents. The Client shall not hold the Company or its Affiliates liable for any consequences arising from such reporting.

## 38. 確認和獨立意見

### 38. Confirmation and Independent Advice

38.1 確認：客戶確認其已閱讀並理解本協議，且客戶同意受本協議約束。

38.1 Confirmation: The Client confirms that it has read and understood the Agreement, and that the Client agrees to be bound by the Agreement.

38.2 獨立意見：客戶同意，就任何交易向其認為適當的顧問尋求獨立意見（包括法律意見）是客戶的責任，特別是：(a) 為附件 I（首次公開發行股票）之目的，客戶確認，本公司已邀請客戶就每份申請尋求獨立的法律及其他專業意見，客戶僅有責任獲得其認為適當的建議；及 (b) 為附件 I（首次公開發行股票）之目的，就每筆首次公開發行股票貸款而言，客戶確認，本公司已邀請客戶就每筆首次公開發行股票貸款尋求獨立的法律及其他專業意見，客戶應自行負責獲得其認為適當的該等意見。

38.2 Independent Advice: The Client Agrees that it is the Client's responsibility to seek independent advice (including legal advice) in respect of any Transaction from its own advisers as it considers appropriate, in particular: (a) for the purposes of Appendix I (Initial Public Offerings), the Client acknowledges that the Company has invited the Client to seek independent legal and other professional advice in respect of each Application and it is the sole responsibility of the Client for obtaining such advice as it considers appropriate; and (b) for the purposes of Appendix I (Initial Public Offerings), regarding each IPO Loan, the Client acknowledges that the Company has invited the Client to seek independent legal and other professional advice in respect of each IPO Loan and it is the sole responsibility of the Client for obtaining such advice as it considers appropriate.

## **39. 通融**

### **39. Indulgence**

39.1 通融：本公司方面未有行使或延遲行使本公司可能擁有的任何權力、權利或補償不得構成對該等權力、權利或補償的放棄。本公司在任何時間未堅持嚴格遵守本協議或本協議的任何條款或本公司繼續進行該等行為在任何情況下均不得構成或被視為本公司對其任何權利或特權的一般或具體放棄，除非該等放棄以書面形式作出並由本公司簽署。

39.1 Indulgence: No failure or delay on the Company's part to exercise any power, right or remedy which the Company may have shall operate as a waiver thereof. The Company's failure to insist at any time upon strict compliance with the Agreement or with any of its terms or any continued course of such conduct on the Company's part shall in no event constitute or be considered a waiver generally or specifically by the Company of any of its rights or privileges unless such waiver is in writing and signed by the Company.

39.2 事先要求：在本協議規定的任何時間，本公司的事先投標、對原始或額外保證金的要求或任何種類的催繳、或本公司的先前未完成的要求或催繳、或關於該等出售或購買的時間和地點的通知不應被視為本公司放棄出售、購買或平倉任何持倉或變現任何客戶的投資 產品或被抵押資產的權利。

39.2 Prior Demand: No prior tender, demand for original or additional margin or call of any kind from the Company, or prior outstanding demand or call from the Company, or notice of the time and place of such sale or purchase shall be considered a waiver of the Company's right to sell, buy or close out any positions, or realize any Client's Investment Products or the Charged Assets, at any time as provided in the Agreement.

## **40. 適用法律、司法管轄區和爭議解決**

### **40. Governing Law, Jurisdiction and Dispute Resolution**

40.1 適用法律：本協議及各方的所有權利、義務和責任應受香港法律管轄，並依其進行解釋。

40.1 Governing Law: The Agreement and all rights, obligations and liabilities of the parties shall be governed by and construed in accordance with the laws of Hong Kong.

40.2 司法管轄區：香港法院對因本協議產生的或與之相關的任何爭議（包括關於本協議的存在、效力或終止的任何爭議）（“爭議”）擁有排他性管轄權。各方同意，香港法院是解決爭議的最適當和最合宜的法院，因此，任何一方不得提出相反主張。儘管有上述規定，仍不得阻止本公司在任何其他有管轄權的法院就爭議提起訴訟。在適用法規允許的範圍內，本公司可在任何數量的司法管轄區同時提起法律程序。

40.2 Jurisdiction: The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) (a "Dispute"). The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly, no party will argue to the contrary. Notwithstanding the aforesaid, the Company shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by Applicable Regulations, the Company may take concurrent proceedings in any number of jurisdictions.

40.3 法律程序文件的通知：如果客戶在香港沒有營業地或不是香港居民，本公司可要求客戶委任一人為本公司的客戶法律程序文件代理人，代表客戶接收及確認在香港送達的任何法律程序文件通知。客戶同意，任何法律程序文件如按照客戶指定的位址交付至該法律程序文件代理人，則應被視為已充分送達該法律程序文件。如果客戶須委任法律文件接收代理人，而任何人士因任何原因不再擔任法律文件接收代理人，客戶應立即委任繼任的法律文件接收代理人，並書面通知本公司該委任。如果客戶未能提供其法律程序文件代理人的詳情，客戶不可撤銷地授權本公司代表其指定該代理人。本公司應立即將該等委任通知客戶，並提供該等代理人的詳情。

40.3 Notice of Legal Process: If the Client does not have a place of business or is not a resident in Hong Kong, the Client may be required by the Company to appoint a person as the Client's process agent in to receive and acknowledge on the Client's behalf service of any notice of legal process in Hong Kong. The Client agrees that any legal process shall be deemed to have been sufficiently served on it if delivered to such process agent at the address specified by the Client. If the Client is required to appoint a process agent, and for any reason any person ceases to act as process agent, the Client shall promptly appoint a successor process agent and notify the Company in writing of such appointment. If the Client fails to give the details of its process agent, the Client irrevocably authorises the Company to appoint the process agent on its behalf. The Company shall promptly notify the Client of such appointment with the details of such agent in writing.

40.4 第三方的權利：除非另有明確說明，否則本協議的任何規定均無意為《合約（第三者權利）條例》（香港法例第 623 章）之目的授予任何第三方強制執行本協議的任何條款或授予任何第三方在本協議項下的任何利益的任何權利。

40.4 Rights of Third Parties: Unless expressly stated otherwise in the Agreement, nothing in the Agreement is intended to grant to any third party any right to enforce any term of the Agreement or to confer on any third party any benefits

under the Agreement for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).



## 附件 I：首次公開發行股票

### Appendix I: Initial Public Offerings

本附件適用於本公司與認購在交易所上市之新發行證券和相關貸款有關的服務的提供。本附件為本協議的補充條款並應與以及可能不時修訂的適用於公司提供的服務的任何其他條款和條件一同閱讀。它是協議的組成部分。

This Appendix governs the Company's provision of services in relation to Applications and IPO Loans. It supplements, and should be read together with, the Terms and any other terms and conditions governing the services provided by the Company, as they may be amended from time to time. It forms an integral part of the Agreement.

#### 1. 定義和詮釋

##### 1. Definitions and Interpretation

1.1 在本附件 I 中，除非文義另有所指，下列詞語具有下列涵義：「獲分配證券」指每份受理認購申請所涉及的全部證券；「申購」指公司或其指定人士作為代理代表客戶根據本附件 I 第 2 條（申購）的規定就發售證券的認購提出的任何和每項申請；「申購金額」就每份申購而言，指等於申購的發售證券的價值總額，加上客戶就申購應付的所有費用、收費和支出（包括交易征費、佣金、開戶手續費及適用的其他費用）；「手續費」就每筆首次公開發行股票貸款而言，指公司可能不時通知客戶的與首次公開發行股票貸款相關的手續費金額（如有）；「發行人」：指其證券在交易所公開發行募集的公司或其他法人。「首次公開發行股票貸款」指公司就根據本附件第 7 條（首次公開發行股票融資）的規定提出的申請向客戶提供的任何及每項融資；「發行」指發行人發行新股或公開發售證券的任何行為；「發售證券」指每一次發行證券，發行人向公眾募集並公開發行的證券；「相關主體」就每一要約而言，指發行人、保薦人、承銷商、配售代理人、登記處、中央託管人、收款銀行及該要約涉及的其他中間機構、聯交所、香港證監會、結算所、任何其他相關監管機構和/或主體。

1.1 In this Appendix I, the following expressions, unless the context requires otherwise, shall have the following meanings: "Allotted Securities" in respect of each Application, means all the Securities in relation to which the Application is accepted; "Application" means any and each application to be made by the Company or its nominee, as agent on behalf of the Client, for the subscription of the Offer Securities pursuant to Clause 2 (Application) of this Appendix I; "Application Amount" in respect of each Application, means an amount equal to the total value of the Offer Securities applied for in the Application plus all fees, charges and expenses payable by the Client in connection with the Application (including transaction levy, commission, account opening fee and such other fees where applicable); "Handling Fee" in respect of each IPO Loan, means the amount of such handling fee in connection with the IPO Loan as the Company may from time to time notify the Client (if any); "Issuer" means any company or other legal person whose Securities are offered for subscription on an Exchange; "IPO Loan" means any and each financing facility to be

made available by the Company to the Client in respect of an Application pursuant to Clause 7 (IPO Financing) of this Appendix; "Offer" means any offer of Securities for subscription in a new issue or sale to the public by an Issuer; "Offer Securities" in respect of each Offer, means the Securities offered by the Issuer for subscription to the public; and "Relevant Person" in respect of each Offer, means the Issuer, sponsors, underwriters, placing agents, registrar, central depository, receiving bank and other intermediaries involved in such Offer, the SEHK, the SFC, the Clearing House, any other relevant regulators and/or persons.

## 2. 申購

### 2. Application

2.1 申購：客戶要求並授權公司或其代名人作為客戶代理，不時根據本附件 I 提出申請，但須經客戶與公司就以下各項達成協議有關申購的：(a) 發售證券的數量；(b) 發行人的名稱；及 (c) 申購金額

2.1 Application: The Client requests and authorizes the Company or its nominee, as agent on behalf of the Client, to make Application(s) from time to time subject to this Appendix I and subject to agreement on the following items by the Client and the Company in respect of the relevant Application: (a) the quantity of the Offer Securities; (b) the name of the Issuer; and (c) the Application Amount.

2.2 拒絕申購的決定權：本公司保留絕對酌情權以任何理由拒絕任何申購，包括在相關時間客戶的帳戶中沒有足夠的資金來結算申請金額和手續費或為此目的預先安排。

2.2 Discretion to Refuse: The Company reserves the right, in its absolute discretion, to refuse to make any Application for any reason whatsoever, including if there are insufficient funds in the Client's Account at the relevant time for settling the Application Amount and Handling Fee or pre-arranged facilities for such purpose.

2.3 客戶代理人：如果公司或其指定人士提交申請，公司或其指定人士為申購發售證券之目的作為客戶的代理人提交申請，除非公司或其指定人士（視具體情況而定）並非發行人或相關要約涉及的其他方的代理人，但通過要約的發售文檔另行明示或通過要約文檔另行通知客戶除外。

2.3 Agent of the Client: Where the Company or its nominee submits an Application, it does so as the agent of the Client for the purpose of applying for the Offer Securities and, unless otherwise notified to the Client explicitly or through the offering documents of the Offer, neither the Company nor its nominee (as the case may be) is the agent of the Issuer or other parties involved in the relevant Offer.

2.4 客戶為主事人：客戶必須以主事人身份申購發售證券。如果客戶是任何其他人士的代理人、代名人或受託人，本公司保留權利不處理客戶的任何申請。

2.4 Client as Principal: The Client must apply for the Offer Securities as principal only. The Company reserves the right not to process any Application by the Client if the Client is acting as agent, nominee or trustee for any other person.

2.5 申購要求：客戶必須確保每份申請符合相關要約的發行人規定的任何最低、最高、面值和/或其他要求（無論是關於發售證券的數量還是價值還是申請的數量）。公司將不會處理未完全符合所有該等要求的任何申請。

2.5 Application Requirements: The Client must ensure that each Application complies with any minimum, maximum, denomination and/or other requirements (whether in respect of the quantity or value of the Offer Securities or the number of the Application) prescribed by the Issuer of the relevant Offer. Any Application which does not fully comply with all such requirements will not be processed by the Company.

2.6 批量申購：若申請構成本公司或其代名人批量申請的一部分，不論是以本人名義還是以其他客戶名義提交，客戶確認並同意如下事項：(i) 該等批量申購可能因與客戶和申購無關的原因而被拒絕，在不存在欺詐、重大過失或故意違約的情況下，公司及其指定人士不因該等拒絕而對客戶或任何其他人士承擔任何責任；(ii) 如果由於客戶未能遵守其在本協議項下的任何義務或以其他方式與申購（包括客戶作出的任何陳述和保證不真實或變得不真實）或與客戶相關的任何其他因素而導致批量申請被拒絕，客戶應賠償公司及其代名人可能遭受或發生的或針對公司或其代名人提出的所有損失、損害、費用、收費、支出（包括全部彌償的法律費用）、權利主張或要求。客戶確認，客戶亦可能須就受該等未能履約或受其他因數影響的其他人士所蒙受的損害負責；及(iii) 在批量申購僅被部分接受的情況下，客戶同意公司或其指定人有權自行決定在公司或其指定人中分配獲分配證券，包括在批量申購項下在公司及其指定人的客戶之間平均分配獲分配證券，並且客戶不得就批量申購向公司或其指定人的另一客戶主張獲分配證券或主張優先權。

2.6 Bulk Application: Where an Application forms part of a bulk application made by the Company or its nominee, whether on their own behalf or on behalf of their other clients, the Client acknowledges and agrees that: (i) such bulk application may be rejected for reasons which are unrelated to the Client and the Application, and neither the Company nor its nominee shall, in the absence of fraud, gross negligence or wilful default on their part, be liable to the Client or any other person in consequence of such rejection; (ii) it shall indemnify the Company and its nominee against all losses, damages, costs, charges, expenses (including legal fees on a full indemnity basis), claims or demands which may be sustained or incurred by or made against the Company or its nominee if such bulk application is rejected as a result of the Client's failure to comply with any of its obligations under the Agreement or otherwise in connection with the Application (including any representations and warranties given by the Client being or becoming untrue) or any other factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such failure or factors; and (iii) in the event that the bulk application is only partially accepted, the Client agrees that

the Company or its nominee is entitled to distribute the Allotted Securities in the Company or its nominee's absolute discretion, including distributing the Allotted Securities equally among the Company and its nominee's clients under the bulk application and the Client shall not have any claim to the Allotted Securities or claim of priority to another client of the Company or its nominee in relation to the bulk application.

2.7 不得撤回：客戶確認並同意，一旦公司或其指定人士代表客戶提交任何申購，或以其他方式由公司或其指定人士處理任何申購，該等申購可能無法被撤回、取消或修改。

2.7 No Withdrawal: The Client acknowledges and agrees that any Application, once submitted by the Company or its nominee, as agent on behalf of the Client, or otherwise processed by the Company or its nominee, might not be capable of being withdrawn, cancelled or modified.

### 3. 公司的責任

#### 3. Responsibility of the Company

3.1 無認許：公司及其指定人士對於任何招股說明書、發行文件、申請表和/或與任何要約相關的其他檔的內容不承擔任何責任，不對該等內容負責，未曾且不得被視為已授權、認許或核實該等內容。

3.1 No Endorsement: The Company and its nominee shall not have any liability in respect of, is not responsible for, has not, and shall not be deemed to have authorized, endorsed or verified the contents of any prospectus, offering document, application form(s) and/or other documents relating to any Offer.

3.2 不是投資顧問：除非另行書面委任，公司及其指定人士不是客戶就任何發行或申購的投資顧問，對於客戶因任何發行或申購而可能遭受的任何損失不承擔任何責任。客戶確認，每項申購均由客戶自行判斷及自行承擔風險。

3.2 Not Investment Advisor: Unless otherwise appointed as such in writing, the Company and its nominee is not the investment adviser of the Client with respect to any Offer or Application and shall not be responsible for any loss which the Client may suffer as a result of any Application made. The Client confirms that each Application is made by the Client on its own judgment and at its sole risk.

3.3 無陳述：公司及其指定人士對於任何要約中發售證券的配售結果不作出任何承諾、保證或陳述，在任何情況下，公司及其指定人士對分配結果或因任何原因全部或部分拒絕任何申請的任何行為不承擔任何責任。

3.3 No Representations: The Company and its nominee makes no undertakings, warranties or representations as to the result of the allotment of the Offer Securities in any Offer and in any event the Company and its nominee shall not be responsible for the result of the allotment or any rejection in full or in part of any Application for any reason.

### 4. 通知和批准

#### 4. Notification and Approval

4.1 申購的批准：發行人應全權負責批准或不批准申購，並公佈發售證券的分配結果。分配結果的具體公佈安排可能與其他要約存在差異，客戶應當通過閱讀相關招股說明書了解具體安排。公司或其指定人將以公司認為適當的方式將申請的結果通知客戶。

4.1 Approval of Applications: The Issuer shall be solely responsible for approving or disapproving Applications and for announcing the results of allocation of the Offer Securities. The specific arrangements with regard to the announcement of results may differ from one Offer to another and the Client shall be responsible for ascertaining details of such arrangements by reviewing the relevant prospectus. The Company or its nominee will notify the Client of the results of its Application in such manner as the Company may consider appropriate.

4.2 獲分配證券的處置：除非公司或其指定人收到客戶發出的相反通知，並就任何申請支付客戶欠公司或其指定人的所有款項（在公司或其指定人在向客戶發出的配售通知中可能指定的時間內（在不影響客戶要求時還款的權利或任何其他權利或補償的情況下）），公司及其指定人有權但無義務，在未通知客戶或獲得客戶同意的情況下，以其認為適當的方式、按其認為適當的價格、不受任何限制和權利主張約束且不承擔任何損失的情況下，出售或以其認為適當的優先順序將該等出售或處置的收益用於清償任何負債，包括與獲分配證券的出售或處置相關發生的費用，以及公司及其指定人與申請相關發生的所有其他費用、手續費、客戶就首次公開發行股票貸款應付的利息、首次公開發行股票貸款的未償還本金金額和申請額，剩餘的金額（如有）應支付給客戶或按客戶指令支付。獲分配證券所得資金或處置證券發生虧損時，客戶應負責彌補，並按要求向本公司或其名義持有人進行支付。

4.2 Disposal of Allotted Securities: Unless the Company or its nominee receives notice from the Client to the contrary and payment of all amounts owing by the Client to the Company or its nominee in connection with any Application (within such time as the Company or its nominee may specify in their notification of allotment to the Client (without prejudice to their right of repayment on demand or any other rights or remedies)), the Company and its nominee is authorized but not obliged, without notice to or consent from the Client, to sell or otherwise dispose of any and all Allotted Securities in such manner and for such price or prices, free from any restrictions and claims and without being responsible for any loss, as they may think fit and apply the proceeds of such sale or disposal towards discharging any Liabilities in such order of priority as they may consider appropriate, including the costs incurred in connection with the sale or disposal of the Allotted Securities and all other costs incurred by the Company and its nominee in connection with the Application, the Handling Fee, interest payable by the Client on the IPO Loan, outstanding principal amount of the IPO Loan, and the Application Amount, and the remaining amount (if any) shall be paid to the Client or to the Client's order. In



the event of any Deficit after applying the proceeds of sale or disposal of the Allotted Securities, the Client shall make good and pay on demand to the Company or its nominee such Deficit.

4.3 付款和解除：如果客戶根據本附件第 4.2 條（獲分配證券的處置）的規定向公司或其指定人士發出任何通知，客戶應在發出此類通知時按要求向公司或其代名人付款，或應要求以其他方式向客戶支付與相關申請有關的所有欠公司或其代名人的款項（包括任何相關人士指定的所有費用、收費和開支）。公司沒有義務發行或促使其代名人向客戶發行與已分配證券有關的證書，或促使其將貸記至客戶指定賬戶的入賬，除非並且直到本公司及其代名人完全滿意地收到了客戶欠其的所有款項。

4.3 Payment and Release: If the Client gives any notice to the Company or its nominee pursuant to Clause 4.2 (Disposal of Allotted Securities) of this Appendix, the Client shall pay to the Company or its nominee at the time of giving such notice or otherwise on demand all amounts owing by the Client to the Company or its nominee in connection with the relevant Application (including all fees, charges and expenses specified by any Relevant Person). The Company is not obliged to release or procure its nominee to release to the Client the certificates relating to the Allotted Securities, or to procure the Allotted Securities to be credited to the Client's specified account, unless and until all amounts owing by the Client to the Company and its nominee have been received in full by them to their satisfaction 5. 退款

## 5. Refunds

5.1 不成功申購：如果申購已提交但全部或部分未獲批准，受限於本附件 I 第 5.4 條（融資費用）和第 7 條（首次公開發行股票融資）的規定，公司或其指定的人士將安排在發行人公佈的退款日以本條所述的相同方式退還申請金額（或適用餘額，視具體情況而定）。

5.1 Unsuccessful Application: If an Application is submitted but is wholly or partly unsuccessful, the Company or its nominee will arrange for refund of the Application Amount (or the applicable balance as the case may be) on the refund date as announced by the Issuer in the same manner described in this Clause subject to Clauses 5.4 (Financing Fees) and 7 (IPO Financing) of this Appendix I.

5.2 較低的發行價格：如果發售證券的發行價格（由發行人最終確定）低於客戶最初支付的申購金額，公司或其指定人將安排根據相關要約的條款和條件向客戶退還申購金額的剩餘部分，但須遵守本附件 I 第 5.4 條（融資費用）和第 7 條（首次公開發行股票融資）的規定。

5.2 Lower Offer Price: In the event that the offer price of the Offer Securities (as finally determined by the Issuer) is less than the Application Amount initially paid by the Client, the Company or its nominee will arrange to refund the surplus of the Application Amount to the Client in accordance with the terms and conditions of the relevant Offer subject to Clauses 5.4 (Financing Fees) and 7 (IPO Financing) of this Appendix I.

5.3 費用：與申請有關的所有手續費及所有其它費用均不可退還，即使相關發行方的上市被延遲或取消也不可退還。

5.3 Fees: All Handling Fees and all other fees in connection with an Application are not refundable, even where the listing of the relevant Issuer is delayed or cancelled.

5.4 融資費用：如果公司已就申請向客戶提供 首次公開發行股票貸款，客戶不可撤銷地同意並確認，公司或其指定人（視具體情況而定）有權將任何退款金額用於結算客戶欠公司的任何款項，具體方式見本附件 I 第

4.2 條（獲分配證券的處置）。

5.4 Financing Fees: Where the Company has made available a IPO Loan to the Client in connection with the Application, the Client irrevocably agrees and confirms that the Company or its nominee (as the case may be) is authorized to apply any refund amount towards the settlement of any amount owing by the Client to the Company in the manner specified in Clause 4.2 (Disposal of Allotted Securities) of this Appendix I.

## 6. 客戶的承諾和責任

### 6. Client's Undertakings and Responsibilities

6.1 不禁止：客戶向公司及其任何指定人士並為公司及其任何指定人士的利益保證，客戶不是被任何相關人士或任何適用規例禁止提出申請或擁有發售證券的人士，客戶以主事人身份而非代表受該等禁止的任何人士或任何其他人士提出每份申請。

6.1 Not Prohibited: The Client warrants to and for the benefit of the Company and any of its nominees that the Client is not a person prohibited by any Relevant Person or any Applicable Regulations from making the Application(s) or from owning the Offer Securities and that the Client makes each Application as principal and not on behalf of any person subject to such prohibition or any other person.

6.2 發售文件：就每份申請而言，客戶明白及應接受及遵守相關申請表、招股說明書及/或發售文件及與該等發售有關的任何其他文件所載有關發售的所有條款及條件。客戶同意受公司或其指定人士提出的申請所涉及的每項要約的條款和條件的約束。客戶應當以招股說明書等招股文檔為依據作出投資決定。公司無義務向客戶提供該等招股說明書及其他發行文檔。

6.2 Offering Documents: With respect to each Application, the Client understands, and shall accept and comply with all the terms and conditions governing the relevant Offer as set out in the relevant application form, prospectus and/or offering document and any other relevant document in respect of such Offer. The Client agrees to be bound by such terms and conditions in respect of each Offer for which the Company or its nominees makes an Application. The Client shall make the investment decision based on the prospectus and

other offering documents in respect of the relevant Offer. The Company has no obligation to provide such prospectus and other offering documents to the Client.

6.3 多項申請：客戶向公司及其代名人陳述並保證，就任何申請（a）（在不允許多項申請認購要約證券的情況下）而言，客戶過去和將來均未作出、目前和將來均未作出、目前和將來均不會促使：多於一份認購發售證券的申請，不論為本身或任何其他人士的利益，及（b）客戶並未被分配（不論為本身或任何其他人士的利益）與申請書中申請的股份或認股權證或權益屬同一類別或類型的任何股份或認股權證或權益。客戶確認，客戶違反本條規定的任何陳述和保證或本條規定的任何陳述和保證不準確，除申請被拒絕之外，還可能導致公司或其指定人士代表其自身或其他客戶提交的其他申請被拒絕。經要求，客戶應賠償公司及其指定人士由於該等違約或不準確而遭受的所有損失。客戶確認並接受，公司、其指定人及相關人士就相關申請將依賴本條中載明的陳述和保證。

6.3 Multiple Applications: The Client represents and warrants to the Company and its nominee that in respect of any Application (a) (where multiple Applications for subscription of Offer Securities are not permitted) the Client has not made and will not make, and has not procured and will not procure, more than one Application for subscription of Offer Securities whether for its own account or for the account of any other person, and (b) the Client has not been placed (whether for its own benefit or for the benefit of any other person) with any shares or warrants or interests which are of the same class or type as those applied for in the Application. The Client acknowledges that any breach by the Client of or any inaccuracy of the representation and warranty set out in this Clause may result in, in addition to the rejection of the Application, the rejection of other applications submitted by the Company or its nominee on their own behalf or on behalf of their other clients. The Client shall indemnify the Company and its nominee on demand for all losses resulting from such breach or inaccuracy. The Client acknowledges and accepts that the representation and warranty set out in this Clause will be relied upon by the Company, its nominee and the Relevant Persons in respect of the relevant Application.

6.4 一般陳述：就每份申請而言，客戶向公司及其指定人士陳述並保證：（a）客戶為獨立第三方，不涉及發行人和/或其各自的任何子公司的任何董事、首席執行官、大股東或任何該等子公司的關聯方（定義見《聯交所證券上市規則》），亦未與前述主體一致行動。此外，客戶的認購並未由任何該等人士直接或間接提供資金或支持；（b）客戶在認購發售證券前未持有發行人的任何權益；及（c）客戶不是美國人士，且客戶認購不會要求發行人和/或公司或其指定人士遵守香港以外任何區域的任何法律或法規項下的任何要求。

6.4 General Representations: With respect to each Application, the Client represents and warrants to the Company and its nominee that: (a) the Client is an independent third party and is not connected with or acting in concert with any directors, chief executive, substantial shareholders of the Issuer and/or any of their respective subsidiaries or an Associate of any of them, as such terms are defined in the Rules Governing the

Listing of Securities on the SEHK. Further, the Client's subscription is not directly or indirectly financed or backed by any such persons; (b) the Client does not hold any interests in the Issuer prior to the subscription of the Offer Securities; and (c) the Client is not a U.S. Person and the Client's subscription would not require the Issuer and/or the Company or its nominee to comply with any requirements under any law or regulation of any territory outside Hong Kong.

6.5 其他陳述：除客戶就每份申購向公司或其指定人士作出或將作出的其他陳述、保證和承諾之外，客戶向公司及其指定人士作出就申購發售證券的申請人必須作出的所有陳述、保證和承諾（無論是向任何主體還是向所有相關主體作出的陳述、保證和承諾）。

6.5 Additional Representations: In addition to the other representations, warranties and undertakings given or to be given by the Client to the Company or its nominee in connection with each Application, the Client gives the Company and its nominee all the representations, warranties and undertakings which an applicant for Offer Securities in respect of an Offer is required to give (whether to any or all of the Relevant Persons).

6.6 進一步保證：客戶確認並理解，與每份發行或申請相關的法律和監管要求及市場慣例可能會不時發生變化。客戶承諾根據公司或其指定人士可能不時決定的法律和監管要求與市場慣例向公司及其指定人士提供相關的資訊，作出相關的披露，採取步驟，並作出相關的陳述、保證與承諾。客戶還應遵守該等要求和慣例。

6.6 Further Assurance: The Client recognizes and understands that the legal and regulatory requirements and market practice in respect of each Offer or Application may vary from time to time. The Client undertakes to provide to the Company and its nominee such information, make such disclosure, take such steps and give such representations, warranties and undertakings as may be required of the Client in accordance with such legal and regulatory requirements and market practice as the Company or its nominee may determine from time to time. The Client shall also comply with such requirements and practice.

6.7 公司的陳述：如果公司或其指定人（視具體情況而定）就任何發行或申購被要求就客戶或任何其他事項向任何一名或多名相關主體作出任何承諾、陳述和保證，客戶授權公司及其指定人僅依賴客戶向公司或其指定人作出的任何相應承諾、陳述和保證而去作出該等承諾、陳述和保證。客戶應受任何相關人士作出的所有適用公告及適用於每項發行或申購及發行獲分配證券的所有適用規例的約束。

6.7 Company's Representations: Where the Company or its nominee, as the case may be, is required, in respect of any Offer or Application, to give any undertakings, representations and warranties to any one or more of the Relevant Persons with respect to the Client or any other matters, the Company and its nominee is authorized by the Client to give such undertakings, representations and warranties in reliance solely upon any

corresponding undertakings, representations and warranties given by the Client to the Company or its nominee. The Client shall be bound by all applicable announcements made by any Relevant Person and all Applicable Regulations governing each Offer and Application and the issue of the Allotted Securities.

6.8 公司代表客戶行事：在不影響條款第 2.8 條（授權書）的情況下，客戶授權公司及其指定人士代表客戶簽署為提出任何申購之目的而需要簽署的所有檔並開展的所有事項。客戶接受公司和/或其指定人作為代理人代表客戶就每份申購所做的所有事情。在本公司或代名人作為客戶代理人的情況下，客戶應接受每次申購中所申購的發售證券或更少的數量會分配到本公司或代名人。客戶賠償本公司及其代名人在任何與本申請相關的任何損失或索賠。

6.8 Company to Act on Behalf of Client: Without prejudice to Clause 2.8 (Power of Attorney) of the Terms, the Client authorizes the Company and its nominee to execute all documents and to do all things necessary on behalf of the Client for the purposes of making any Application. The Client accepts all things done by the Company and/or its nominee, as agent on behalf of the Client in connection with each Application. The Client shall accept the Offer Securities applied for in each Application or any lesser quantity allocated to the Company or its nominee, as agent on behalf of the Client, pursuant to each Application. The Client indemnifies the Company and its nominee against any loss or claim suffered or incurred by any of them in connection with each Application.

6.9 披露：如果適用法規要求或與相關發行或申請相關要求或要求披露，客戶授權公司及其指定人士向任何相關主體披露關於客戶和相關申請的所有資訊。

6.9 Disclosure: The Client authorizes the Company and its nominee to disclose to any Relevant Person all information relating to the Client and the relevant Application if disclosure is required by Applicable Regulations or is requested or required in connection with the relevant Offer or Application.

## 7. 首次公開發行股票融資

### 7. IPO Financing

7.1 首次公開發行股票融資：客戶可申請並要求公司不時向客戶提供用於申購的 首次公開發行股票貸款，但須受限於本附件 I 的規定，並受限於客戶和公司就相關申請就下列事項達成的協議：(a) 首次公開發行股票貸

款本金；(b) 利率；(c) 印花稅及所有其他收費；及 (d) 手續費

7.1 IPO Financing: The Client may apply to and request that the Company make available to the Client IPO Loan(s) for Application(s) from time to time subject to this Appendix I and subject to agreement on the following items by the Client and the Company in respect of the relevant Application: (a) the principal amount of the IPO Loan; (b) the interest rate; (c) stamp duty and all other fees and charges; and (d) the Handling Fee.



7.2 公司絕對酌情權：任何首次公開發行股票貸款的提供和提取由公司自行決定，並受限於本協議。公司可在任何時候拒絕提供首次公開發行股票貸款，而無需給予任何理由。

7.2 Company's Absolute Discretion: The provision and drawdown of any IPO Loan are at the Company's sole discretion and subject to the Agreement. The Company may at any time refuse to make available the IPO Loan without giving any reason.

7.3 保證金：如果客戶以保證金形式向本公司支付任何款項，本公司可將該款項存入客戶的相關帳戶，並可在申購被接受時將該款項用於支付應付的保證金。客戶同意，公司實際收到的任何該等保證金應在首次公開發行股票貸款的任何金額被如此使用之前用於清償申請金額。

7.3 Margin: In the event that the Client pays any amount to the Company by way of margin for the Application, the Company may pay such amount into the relevant Account of the Client and may apply such amount towards satisfaction of the Application Amount payable on acceptance of the Application. The Client agrees that any such margin actually received by the Company shall be applied towards satisfaction of the Application Amount before any amount of the IPO Loan is so applied.

7.4 費用和支出：客戶將在公司要求時立即向公司支付首次公開發行股票貸款、相關利息、手續費、與首次公開發行股票貸款相關的所有費用、收費和支出。

7.4 Fees and Expenses: The Client will pay to the Company on demand the IPO Loan, interest thereon, the Handling Fee, all fees, charges and costs in connection with the IPO Loan.

7.5 首次公開發行股票貸款用途：首次公開發行股票貸款僅供客戶申購使用。儘管申購由公司或其指定人代表客戶提交，客戶對首次公開發行股票貸款的任何金額或將首次公開發行股票貸款用於相關申購以外的任何目的不享有任何性質的任何權利、權屬、權益或權利主張。

7.5 Purpose of the IPO Loan: The IPO Loan shall be used by the Client exclusively for the purpose of making the relevant Application. Notwithstanding that the Application is made by the Company or its nominee, as agent on behalf of the Client, the Client shall have no right, title, interest or claim of whatever nature in or to any amount of the IPO Loan or to use the IPO Loan for any purpose other than making the relevant Application.

7.6 提取：如果公司向客戶提供首次公開發行股票貸款，公司將首次公開發行股票貸款金額貸記至相關帳戶。如果任何貸款申請將由公司的指定人士提出，公司的指定人士應始終為公司託管相關首次公開發行股票貸款的金額，以待向發行人付款或按發行人的指令付款。

7.6 Drawdown: If the Company makes available a IPO Loan to the Client, the Company will credit the IPO Loan amount to the relevant Account. Where any Application is to be made by the Company's nominee, the Company's nominee shall hold the amount of the relevant IPO Loan on trust for the Company at all times pending payment to or to the order of the Issuer.

7.7 償還：首次公開發行股票貸款應連同相關配售和公開發行文檔中規定的所有利息及任何其他未償還金額在相關配售和公開發行文件中規定的退款日全額償還。

7.7 Repayment: The IPO Loan shall be repaid, together with all interest accrued thereon and any other amounts outstanding in full on the refund date as specified in the relevant placing and public offer documents.

7.8 提前還款：除非公司另行同意，客戶無權在相關配售和公開發行文檔中規定的還款日之前部分或全部償還 首次公開發行股票借款貸款及任何其他相關債務。

7.8 Early Repayment: Unless otherwise agreed by the Company, the Client shall have no right to repay the IPO Loan and any other related liabilities, in part or in full, prior to the refund date as specified in the relevant placing and public offer documents.

7.9 優先權：儘管有本附件 I 的任何其他規定，公司有優先權在任何時間要求立即償還任何 首次公開發行股票貸款的任何未償還金額，並取消任何 首次公開發行股票貸款。

7.9 Overriding Right: notwithstanding any other provisions in this Appendix I, the Company has the overriding right at any time to demand immediate repayment of any outstanding amount of any IPO Loan and to cancel any IPO Loan.

7.10 押記：考慮到公司根據相關申請向客戶提供首次公開發行股票貸款，在向公司分配並發行獲分配證券時（公司或代名人作為客戶的代理人），作為實益擁有人的客戶特此押記（以第一固定押記方式）、轉讓、抵押和/或質押，並同意向公司押記、轉讓、抵押和/或質押客戶對獲分配證券的所有權利、權屬和權益，作為客戶就首次公開發行股票貸款和申請應向公司或其指定人支付的所有款項以及客戶向公司或其指定人履行的任何其他義務的持續擔保。本押記設立的擔保應延伸並涵蓋任何及所有股息、權證、股份、股票、權利、利益、利息、分配、增值及其他金錢和財產，該等金錢和財產在任何時間通過與獲分配證券有關的替代、贖回、紅利、優先權、期權或其他方式產生或提供。

7.10 Charge: In consideration of the Company making available a IPO Loan to the Client and upon the allotment and issuance to the Company its nominee, as agent on behalf of the Client, of the Allotted Securities pursuant to the relevant Application, the Client as beneficial owner hereby charges (by way of first fixed charge), assigns, mortgages and/or pledges and agrees to charge, assign, mortgage and/or pledge to the Company all the Client's rights, title and interest in and to the Allotted Securities as a continuing security for the payment of all amounts payable by the Client to the Company or its nominee in connection with the IPO Loan and the Application and the performance of any other obligation of the Client to the Company or its nominee. The security created by this charge shall extend to and cover any and all dividends, warrants, shares, stocks, rights, benefits, interest, distributions, accretions and other money and property accruing or offered at any time by way of substitution, redemption, bonus, preference, option or otherwise in respect of the Allotted Securities.

7.11 向第三方進一步押記：受限於本附件 I 第 7.10 條（押記）構成的擔保，客戶授權公司在任何及所有獲分配證券上以任何第三方為受益人押記、質押或以其他方式授予任何性質的擔保權益，作為公司向第三方提供的為首次公開發行股票貸款的全部或部分提供資金的任何信貸安排的擔保。

7.11 Further Charge to Third Parties: The Company is authorized by the Client to charge, pledge or otherwise grant a security interest of any nature over any and all Allotted Securities, subject to the security constituted by Clause 7.10 (Charge) of this Appendix I, in favour of any third party as security for any credit facilities made by it to the Company to finance the Company's funding of all or part of the IPO Loan.

7.12 進一步擔保：考慮到公司向客戶提供首次公開發行股票貸款，作為實益擁有人的客戶以第一固定押記的方式向公司押記、出讓、抵押和質押，並同意以向公司押記、出讓、抵押和質押的方式向公司押記、出讓、抵押和質押客戶在公司開立的每個帳戶的結餘（包括帳戶的任何續期或重新指定）中不時擁有的所有權利、權屬和權益，作為客戶就首次公開發行股票貸款和申請應向公司及其指定人支付的所有款項的持續擔保。

7.12 Further Security: In consideration of the Company making available a IPO Loan to the Client, the Client as beneficial owner charges, assigns, mortgages and pledges and agrees to charge, assign, mortgage and pledge to the Company by way of first fixed charge and release to the Company all the Client's rights, title and interest in and to all sums from time to time standing to the credit of each Account maintained by the Client with the Company (including any renewal or re-designation thereof) as a continuing security for the payment of all amounts payable by the Client to the Company and its nominee in connection with the IPO Loan and the Application.

7.13 擔保的性質：由本附件 I 第 7.10 條（押記）和第 7.12 條（進一步擔保）構成的每項擔保均為持續性擔保，並擔保客戶不時欠公司的所有負債的最終餘額，即使所有或任何該等負債在任何中期得到償還或清償。每份擔保是對公司持有的任何其他擔保的補充，不應受到公司持有的任何其他擔保的影響，並可強制執行。對合併擔保權益權利的任何限制不適用於本附件 I 第 7.10 條（押記）或第 7.12 條（進一步擔保）構成的任何擔保。

7.13 Nature of Security: Each security constituted by Clauses 7.10 (Charge) and 7.12 (Further Security) of this Appendix I is a continuing security and secures the ultimate balance of all indebtedness from time to time owing by the Client to the Company notwithstanding any intermediate repayment or satisfaction of all or any of such indebtedness. Each security is in addition to, shall not be affected by and may be enforced despite the existence of any other security held by the Company. Any restriction on the right of consolidating security interests shall not apply to any security constituted by Clause 7.10 (Charge) or 7.12 (Further Security) of this Appendix I.

7.14 進一步保證：客戶應自費簽署所有轉讓文檔、授權書、委託書和/或其他文檔，並開展公司或其指定人為完善公司或其指定人對獲分配證券的所有權和/或為歸屬或使公司或其指定人能夠以公司的名義或以公司指定人和/或任何買方的名義歸屬該等獲分配證券，或為獲得、提交並強制執行本附件 I 中授予公司的擔保物和/或權利和補償的全部利益之目的而可能要求的所有行動和事項。公司及其提名人有權行使本附件 I 中授予公司或其提名人的所有權利和權力，包括出售獲分配證券的權利。

7.14 Further Assurance: The Client shall at its own cost and expense execute and sign all transfer documents, power of attorney, proxies and/or other documents and do all acts and things which the Company or its nominee may require for perfecting the Company or its nominee's title to the Allotted Securities or any of them and/or for vesting or enabling the Company or its nominee to vest such Allotted Securities in the Company's name or in the name of the Company's nominee and/or any purchaser, or otherwise for the purpose of obtaining, presenting and enforcing the full benefit of the Collateral and/or rights and remedies conferred on the Company by this Appendix I. The Company and its nominee shall be entitled to exercise all rights and powers that are conferred upon the Company or its nominee by this Appendix I including the right to sell the Allotted Securities.

7.15 付款的用途：就任何首次公開發行股票貸款或用途向公司或其指定人士支付的任何款項可用於清償該等貸款或用途，或存入公司或其指定人士為保留其證明客戶的全部負債的權利而決定的帳戶的貸方。

7.15 Application of Payments: Any monies paid to the Company or its nominee in respect of any IPO Loan or Application may be applied in or towards satisfaction of the same or placed to the credit of such account as the Company or its nominee may determine with a view to preserving its rights to prove for the full amount of indebtedness of the Client.

附件 II：基金銷售服務

Appendix II: Fund Subscription Services

Once accepted, these terms and conditions constitute the Appendix II of the Agreement (“**Appendix II**”) pursuant to which the Company may, *inter alia*, maintain or open and maintain the Fund Account for the Client and act as the Client's agent to execute or transmit instructions of the Client to subscribe for, redeem and convert any Securities in any unit trust, investment fund, mutual fund or any other collective investment scheme (together “**Fund**”) distributed by or made available by or through the Company from time to time. It supplements, and should be read together with, the Terms and any other terms and conditions governing the services provided by the Company, as they may be amended from time to time. It forms an integral part of the Agreement.

一經接受，以下條款及條件即構成協議附件 II（“附件 II”），根據附件 II，諾亞香港有權為客戶維持、或開立並維持基金賬戶並作為該客戶的代理執行或發送客戶的指令而為客戶認購、贖回及轉換由諾亞香港不時分銷或以其他方式提供給客戶的任何單位信託、投資基金、互惠基金或任何其他集合投資計劃（合稱為“基金”）中的任何證券。本附件為本協議的補充條款並應與以及可能不時修訂的適用於公司提供的服務的任何其他條款和條件一同閱讀。它是協議的組成部分。

**1. INTERPRETATION 釋義**

In this Appendix II the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

除非上下文另有要求，附件 II 中的下列用語及表述應具有如下含義：

“**Client Segregated Account**” means an account with an authorized financial institution in Hong Kong in the name of the Company and designated as a client segregated account;

“客戶獨立帳戶”指以諾亞香港名義在香港持牌金融機構開設的、指定為客戶獨立帳戶的帳戶；

“**CRS**” means the Common Reporting Standard.

“**CRS**”指共同彙報準則。

“**CRS Self-Certification Form**” means the form required by the Company for the Company or any of its Affiliates to comply with the legal and regulatory requirements adopted in the applicable jurisdictions pursuant to CRS.

“**CRS 自我證明表格**”為諾亞香港要求的表格，使諾亞香港或其任一關聯方滿足適用的司法轄區根據 CRS 採取的法律法規要求。

“**Financial Needs Analysis**” means the financial needs analysis questionnaire provided by the Company to the Client that must be completed by the Client and returned to the Company before the Account can be opened;

“財務需求分析”指諾亞香港向客戶提供的財務需求分析問卷，客戶開立帳戶前必須完成該財務需求分析問卷並歸還給諾亞香港；

“**Issuer**” means the manager, provider or issuer of any Fund as the case maybe;

“發行人”指任何基金的經理，提供者或發行人（視具體情況而定）；

“**Loss**” means any and all loss, damage, costs (including cost of funding), charges and expenses of whatsoever nature and howsoever arising, including legal fees on a full indemnity basis;

“損失”指任何性質或因任何原因產生的任何及全部損失、賠償、成本（包括資金成本）、收費及開支，包括全額賠償基準的律師費；

“**Nominee**” shall mean Noah (Nominee) Limited and its successors and assigns;

“代理人”指諾亞（代理人）有限公司及其繼受人或受讓人；



“**Officer**” means any director, other officer or employee of the Company;

“工作人員”指諾亞香港的任何董事、其他工作人員或雇員;

“**Parties**” means the Company and the Client;

“各方”指諾亞香港及客戶;

“**recommend**” means, in relation to an Investment Product, the act, whether verbally or in writing, of the Company advising the Client to purchase, subscribe or otherwise acquire that Investment Product but for the avoidance of doubt excludes (i) the identification of that Investment Product, whether by itself, as part of a range of Investment Products or otherwise, as being an Investment Product available through the Company, and (ii) the provision of information in respect of that Investment Product in response to a request from the Client for such information, for the purpose of eliciting information from the Client to assess suitability or to provide an indication of the types of Investment Product available through the Company;

“推薦”指，對於某金融產品，諾亞香港建議客戶購買、認購或以其他方式取得該金融產品的口頭或書面行為，但為避免疑義，不包括(i)指明該金融產品（無論是該產品本身還是作為系列金融產品的一部分或其他情況）屬於可通過諾亞香港獲得的金融產品，及(ii)針對客戶提出的資料需求，提供有關該金融產品的資料，目的是從客戶獲得評估適當性的資料，或者表明可通過諾亞香港獲得的金融產品的類型;

“**solicit the sale of**” means, in relation to an Investment Product, the act, whether verbally or in writing, of the Company inviting the Client to purchase, subscribe or otherwise acquire that Investment Product but for the avoidance of doubt excludes (i) the identification of that Investment Product, whether by itself, as part of a range of Investment Products or otherwise, as being an Investment Product available through the Company, and (ii) the provision of information in respect of that Investment Product in response to a request from the Client for such information, for the purpose of eliciting information from the Client to assess suitability or to provide an indication of the types of Investment Product available through the Company;

“招攬銷售”指，對於某金融產品，諾亞香港邀請客戶購買、認購或以其他方式取得該金融產品的口頭或書面行為，但為避免疑義，不包括(i)指明該金融產品（無論是該產品本身還是作為系列金融產品的一部分或其他情況）屬於可通過諾亞香港獲得的金融產品，及(ii)針對客戶提出的資料需求，提供有關該金融產品的資料，目的是從客戶獲得評估適當性的資料，或者表明可通過諾亞香港獲得的金融產品的類型;

Any reference to a statutory provision shall include such provision as may from time to time be modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any Transaction. The term “includes” and its variations shall be construed as “includes without limitation”.

如任何法律條文不時做出的修改、修訂或重訂適用於或可適用於任何交易，則本協議提及之該等法律條文亦應包含該等不時修改、修訂或重訂在內。術語“包括”及其變體應作“包括但不限於”解釋。

## **2. NOAH (NOMINEE) LIMITED 諾亞（代理人）有限公司**

Noah (Nominee) Limited, is an approved custodian set up in accordance with the SFO and the Companies Ordinance, is wholly owned by the Company, for the purpose of managing Client’s invested asset (including cash and shares in collective investment schemes). According to Securities and Futures (Client Securities) Rules, the Company, upon receiving Client’s Securities, shall deposit such Securities in safe custody in a segregated account with an approved custodian (which is the Nominee).

諾亞（代理人）有限公司，是根據香港《證券及期貨條例》和公司法成立的核准保管人，由諾亞香港全資持有，並專門為管理客戶的投資資產（包括現金和基金份額）所設立的。根據香港《證券及期貨（客戶證券）規則》，諾亞香港在收取任何客戶的證券後，須確保該等客戶證券存放於在核准保管人（即代理人）開立的獨立帳戶作穩妥保管。

## **3. SCOPE OF SERVICES 服務範圍**

The Company may from time to time provide the following services to the Client (and such other services as the Company may from time to time agree to provide):

諾亞香港可不定時向客戶提供以下服務（及諾亞香港不定時同意提供的其他服務）：

- (a) as the Client's agent and on the Client's behalf, (i) transmit, in the Client's own name, or (ii) either in its own name or in the name of the Nominee, execute the Client's Instructions to, subscribe for, redeem, transfer or convert Securities;

作為客戶的代理人，代表客戶（i）以客戶的名義發送或（ii）以自己的名義或以代理人的名義，執行客戶申購、認購、贖回、轉讓或轉換證券的指令；

- (b) based solely on the Company's knowledge of the Client's financial situation, investment objectives, personal circumstances and risk tolerance as obtained from the information provided to the Company by the Client, recommend to the Client, Funds which the Company considers are suitable for the Client and in which the Client may wish to invest;

僅依據諾亞香港自客戶向其提供的資料所獲得並知悉的客戶財務狀況、投資目標、個人情況及風險承受能力的認知，向客戶推薦諾亞香港認為適合於客戶且客戶有意向投資的基金；

- (c) receive monies from the Client and hold such monies in the Client Segregated Account and transfer and withdraw such monies upon the Client's Instructions or in accordance with the Appendix II; and

從客戶接收資金並於客戶獨立帳戶中持有資金，根據客戶的指令或本附件 II 的規定轉撥及提取該等資金；及

- (d) provide to the Client information in respect of Funds (including the latest net asset value, fund fact sheets and offering documents) and Securities and monies held in the Account.

向客戶提供與基金（包括最新的淨資產價值，基金簡報表及銷售文件）及帳戶內持有的證券和資金有關的信息。

If services are provided to the Client in relation to a Fund which has been classified as a derivative, the Company shall provide to the Client upon request and to the extent available, product specifications and any prospectus or other offering document covering such Fund. If applicable, the Company shall give the Client a full explanation of any margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

如果給客戶提供的服務是關於分類為衍生品的基金，諾亞香港應在客戶提出要求時且在可獲得的範圍內，向客戶提供該基金的產品情況說明以及招募說明書或其他關於該基金的銷售文件。如果適用，諾亞香港應向客戶提供關於提供保證金的程序以及客戶倉位元在何種情況下將未經客戶同意而被關閉的完整的說明。

Subject to the rules and regulations of the SFC, the Client may be required to transfer an initial deposit of not less than HK\$10,000 or equivalent from a bank account maintained in the Client's name with a licensed bank in Hong Kong to the Nominee bank account in order to successfully open the Company membership account; all future deposits and withdrawals must be made through this bank account only.

在符合證監會的規則及條例下，客戶可被要求將數額不少於（等值）10,000 港元的首筆存款，由以客戶名義在香港持牌銀行開立的銀行戶口成功轉帳至諾亞代理人的銀行戶口，方能成功開啟諾亞香港會員帳戶；日後就客戶交易戶口作出的所有存款及提款也只能透過該銀行戶口進行。

#### **4. LIMITATION IN SERVICES 服務限制**

- (a) If the Company solicits the sale of or recommends any Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provisions of the Appendix II or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause 5(a).

如果諾亞香港向客戶招攬銷售或推薦任何金融產品，在考慮客戶的財務狀況、投資經驗及投資目標的前提下，該金融產品必須合理地適合客戶。本附件 II 的任何其他規定、諾亞香港可能要求客戶簽署的任何其他文件以及諾亞香港可能要求客戶作出的任何聲明均不得違背本第 5(a)條。

- (b) Without derogating from clause 5(a), 在不違背第 5(a)條的前提下，the Company:

諾亞香港：

- (i) has no obligation to monitor the performance of the investments held by the Client or on the Client's behalf, either at a portfolio level or in respect of individual Funds and has no obligation to recommend the subscription or redemption of any Securities based on any change in any circumstance or otherwise; 對於客戶持有的或代表客戶持有的投資（無論投資組合層面還是單個基金層面），均無義務監控其業績表現，亦無義務根據任何環境的任何變化或其他情況推薦認購或贖回任何證券;
  - (ii) has no obligation to verify any information provided to it by any Fund and makes no representation or warranty as to the accuracy or completeness of such information;  
無義務核實任何基金向其提供的任何資料，亦無義務對該等資料的準確性或完整性做任何陳述或保證;
  - (iii) makes recommendations only in respect of Funds distributed or made available by or through it and does not, in assessing suitability, consider Financial Products not distributed by or available through it; such Funds may be unauthorized by SFC, of long tenor and /or managed by the Affiliates of the Company.  
僅推薦諾亞香港分銷、提供或通過其提供的基金，不會在評估適當性的時候考慮非由諾亞香港分銷或提供的金融產品;這些基金可能未經香港證監會認可，年期較長及/或由諾亞香港的關聯方所管理。
  - (iv) may determine the Client's financial situation, investment experience and investment objectives based solely on the information set out in the Client's Application Form or Financial Needs Analysis last provided to the Company;  
可完全基於客戶最近提供給諾亞香港的申請表格或財務需求分析中載明的資料，確定客戶的財務狀況、投資經驗及投資目標;
  - (v) shall not make available to the Client any Funds which have been classified by the Company as being derivative products and/or products investing in virtual asset so long as the Client is assessed by it as not having knowledge of derivatives and/or knowledge of virtual asset;  
對於被諾亞香港評估為不具備衍生產品知識及/或虛擬資產知識的客戶，諾亞香港不會向該客戶提供諾亞香港歸類為衍生產品及/或涉及虛擬資產的基金;
  - (vi) shall not be responsible for advising the Client on his/her tax position or in respect of foreign exchange controls, investment restrictions or other laws and regulations applicable to the Client or the Securities; and  
無義務向客戶提供有關稅務、外匯管制、投資限制或適用於客戶或證券的其他法律法規方面的諮詢;及
  - (vii) may adopt such systems and methods as it may in its sole and absolute discretion determine appropriate to assess the suitability of a particular Financial Product for the Client and such systems and methods shall be deemed to be reasonable provided they comply with applicable regulatory requirements and bear a logical connection with the Client's financial situation, investment experience and investment objectives.  
可採用其根據單獨和絕對的酌情權認為適當的制度和方法評估特定金融產品對客戶的適當性，該制度和方法只要遵守了相關的監管要求，與客戶的財務狀況、投資經驗和投資目標具有邏輯上的聯繫，即應被視為合理。
- (c) Subscription and redemption prices of Securities of Funds are determined by the Funds. Any price or value provided by the Company to the Client in respect of any Securities is not conclusive and is indicative only. Execution of Instructions to subscribe for, redeem, or convert Securities will be at the price determined by

the relevant Fund at the time of execution. The Client agrees that in providing any Instructions in respect of Securities, the Client is not relying on any such pricing information provided to it by the Company and acknowledges that the price at execution may be different from the indicated or quoted prices.

基金證券的申購及贖回價格由基金決定。諾亞香港向客戶提供的有關任何證券的任何價格或估值並非最終確定的，僅具有參考性。申認購、贖回或轉換證券的指令的執行均應按照執行時相關基金確定的價格進行。客戶同意，其不依賴於諾亞香港向其提供的任何價格資料而作出有關證券的任何指令，並確認執行價格可能與參考價格或牌價不同。

- (d) Any advice given to the Client by the Company shall be based on projections and information available at the time such advice is given and should not be relied upon by the Client as a guarantee of any future performance.

諾亞香港給予客戶的任何建議均是基於給予該意見時可獲得的預測及資料，客戶不應當依賴該等資料並將其視為任何未來業績的保證。

## 5. INSTRUCTIONS 指令

- (a) the Company may act on Instructions which the Company believes in good faith to have been duly authorized by the Client. The Company shall not be under any duty to verify the authority of the person(s) giving those Instructions but may, in its sole discretion, request an Instruction received by facsimile or email to be confirmed by the Client providing the Company with an original written copy of such Instruction and the relevant form signed by the Client. The Client shall fully indemnify and hold harmless the Company against all actions, proceedings, claims, demands, liabilities, Loss, costs and expenses the Company may incur as a result of acting in good faith upon any Instruction received by facsimile or email believing it to have been duly authorized by from the Client but which, in the event, has not been duly authorized by the Client.

諾亞香港可執行其善意的認為已取得客戶適當授權的指令。諾亞香港無義務驗證發送指令的人士的許可權，但可據其單獨的酌情權要求客戶向諾亞提供指令的書面文件原件及經客戶簽署的相關表格，用以確認通過傳真或電郵收取的指令。但如果諾亞香港善意的執行客戶通過傳真或電郵發送的指令並相信其已取得客戶適當授權，但該等指示並未取得客戶適當許可，則客戶應當全額賠償諾亞香港由此可能遭受的任何訴訟、法律程序、索償，請求、責任、損失、費用及開支並使其免受損害。

- (b) The Company may, in its sole discretion, verify any Instruction with the Client but has no duty to do so. The Company shall not be responsible for and the Client hereby discharges the Company from any liability for any act or omission as a result of acting upon any reasonable interpretation of any Instruction which is erroneous, ambiguous, inaccurate, or incomplete.

諾亞香港有權據其單獨的酌情權但並無義務自行與客戶驗證任何指令。如諾亞香港基於對任何錯誤的、有歧義的、不準確的或不完整的指令的合理理解而進行操作或發生疏漏，諾亞香港無需為此承擔責任且客戶在此亦免除諾亞香港承擔任何該等責任。

- (c) The Company may, from time to time and at any time, require Instructions to be given in such manner as it may specify. In this regard:

諾亞香港可不時及在任何時候要求按其所指定的方式發送指令。就此而言：

- (i) all Instructions to subscribe for Securities in the name of the Company or the Nominee must attach a completed and signed Subscription Form;

所有以諾亞香港或代理人名義認購證券的指令均須附送一份完整填寫並經簽署的認購表格；

- (ii) all Instructions to redeem Securities in the name of the Company or the Nominee must attach a completed and signed Redemption Form;

所有以諾亞香港或代理人名義贖回證券的指令均須附送一份填寫完整並經簽署的贖回表格；



- (iii) all Instructions to deal in Securities in the Client's own name or otherwise must attach such dealing forms as the Company may require;  
所有以客戶名義或其他名義交易證券的指令均須附送諾亞香港所要求的交易表格;
  - (iv) all Instructions to withdraw funds from the Account must attach a completed and signed Fund Withdrawal Requisition Form; and  
所有從帳戶中提取資金的指令均須附送一份填寫完整並經簽署的資金提取申請表格;及
  - (v) all Instructions to change any details of the Client particulars must attach a completed and signed copy of the Change of Account Information Form. 所有更改任何客戶資料的指令均須附送一份填寫完整並經簽署的帳戶資料變更表格。
- (d) Once transmitted, an Instruction may only be cancelled or amended with the consent of the Company. 指令發送後，僅在取得諾亞香港同意後才可取消或進行修改。
- (e) The Client acknowledges that the transmission or execution of Instructions placed by post, facsimile or email may be subject to delay and that the Company shall not be liable to the Client for any Loss occasioned by such delay.  
客戶確認，通過郵寄、傳真或電郵方式發送的指令的傳輸或執行可能會發生延遲，諾亞香港對客戶因該等延遲而產生的任何損失不承擔責任。
- (f) the Company may accept any Instruction only on such conditions as the Company deems appropriate for the protection of the Company and the Nominee or refuse to transmit or execute any Instruction for any reason including without limitation where (i) there are insufficient funds in the Account or Securities of the Client held in the name of the Company or the Nominee to enable the settlement of such dealing or the execution of such Instruction, (ii) the Company has not received any form or information it has, in its sole discretion, required to effect such Instruction, or (iii) in its opinion, compliance with such Instruction would be contrary to any Applicable Laws, result in adverse consequences for the Company or otherwise be unreasonable in the circumstances. Where the Company refuses to transmit or execute the Client's Instruction or imposes any conditions, the Company shall not be liable for any Loss or expense suffered by the Client. The Company does not warrant that any order accepted by it for execution or transmission will be actually executed.  
諾亞香港有權僅在其認為可適當保護諾亞香港及代理人的情形下接受指令，並有權根據包括但不限於下列原因拒絕發送或執行任何指令：(i) 帳戶中的資金或以諾亞香港或代理人名義持有的客戶的證券數額不足以促使交易交割或執行指令，(ii) 諾亞香港未收到據其單獨的酌情權要求的為指令生效所需的任何表格或資料；或(iii) 香港諾亞認為執行該指令會違反任何適用法，會對諾亞香港產生不良影響，或在該情況下是不合理的。諾亞香港拒絕發送或執行客戶指令或附加任何條件的，香港諾亞不對客戶由此遭受的任何損失或費用承擔責任。諾亞香港不保證其接收到的執行或發送的指令一定會得到實際執行。
- (g) The Client hereby gives the Company authority to act as his/her agent to (i) transmit Instructions on behalf of the Client in the Client's own name or (ii) execute the Client's Instructions on behalf of the Client in either the name of the Company or at the election of the Company, in the name of the Nominee. Unless the Client otherwise instructs, the Company shall be entitled to execute the Client's Instructions in its own name or in the name of the Nominee.  
客戶在此授權諾亞香港作為其代理人(i) 代表客戶以客戶的名義發送指令或(ii) 代表客戶以諾亞香港的名義（或按照諾亞香港的選擇後以代理人的名義）執行客戶指令。除非客戶另有指令，諾亞香港將有權以自己的名義或其代理人的名義執行客戶指令。
- (h) Orders to be executed by the Company on behalf of the Client may be aggregated and consolidated by the Company with orders to be executed by the Company on behalf of other clients or any other Person whom the Company deems fit. Where Instructions and, in the case of transactions, sufficient cleared monies, are



received by the Company on any Trading Day in respect of the Securities of any Fund before the relevant cut-off time (as may be specified by the Company in its sole and absolute discretion), the order to execute such Instructions may be consolidated with other orders to the Fund on the same Trading Day. Where Instructions and, in the case of transactions, sufficient cleared monies, are received after the specified cutoff time on any Trading Day, those Instructions and cleared monies shall be deemed to be received by the Company on the next Trading Day and an order will only be placed on the next Trading Day. 諾亞香港代表某客戶將執行的訂單可與諾亞香港代表其他客戶或諾亞香港認為適當的其他人士將執行的訂單進行合併或累積。如諾亞香港在有關證券的任何交易日的交易截止時間（由諾亞香港據其單獨和完全的酌情權決定）前收到指令或交易及所需的充足的已結算資金，執行該指令的訂單可與基金同一交易日的收到的其他訂單合併。如諾亞香港在任何交易日的交易截止時間後才收到指令及交易所需的充足的已結算資金，則應視為諾亞香港於下一交易日才收到該等指令及已結算的資金，且該訂單只能在下一個交易日下達。

- (i) If for any reason any Instruction of the Client to be executed by the Company is not executed, the Company shall inform the Client by email as soon as it is reasonably practicable to do so following notification of the same to the Company. The Client is under an ongoing obligation to check their email and the Company shall not be responsible in any way for any Loss which may be suffered by the Client as a result of the Client failing to check their email.

如因任何原因客戶要求諾亞香港執行的指令未能得到執行，諾亞香港在得知該事情後應在合理可行的情況下儘快通過電郵告知客戶。客戶有持續的義務查收電郵，諾亞香港在任何情況下都不會對客戶因未查收郵件而遭受的任何損失而承擔責任。

- (j) Where the Client gives Instructions for the conversion of Securities, the Company will transmit or place an order for the subscription of the Securities required by the Client only after the completion of the redemption of existing Securities which are being converted.

如客戶作出證券轉換指令，諾亞香港僅在需被轉換的股票贖回完成後方才發送或下達認購客戶所需證券的認購訂單。

- (k) The Client acknowledges that all Transactions are subject to the constitutive documents of the Funds to which the Transactions relate and to the laws, regulations, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction under which such Transactions are executed.

客戶同意所有交易應當符合與交易有關的基金組織性文件及交易執行所應遵守的相關市場、交易所、結算中心及司法管轄區的法律、法規、規章、規則、習慣、慣例、判決、解釋及交易征費。

- (l) The Client agrees that the Company may use voice recording procedures that can be used as evidence of the Instructions or communications so recorded. 客戶同意諾亞香港有權採用錄音程序，以作為所錄取指示或通訊之確實證據。

- (m) The Client shall deliver all communications, other than Instructions, in writing to the Company at facsimile: (852) 3700-1940, email: [clientservice@noahgroup.hk](mailto:clientservice@noahgroup.hk) or at its registered office address.

客戶應當以書面形式向諾亞香港發送指令以外的其他所有通訊，併發至傳真（852）3700-1940、電郵 [clientservice@noahgroup.hk](mailto:clientservice@noahgroup.hk) 或諾亞香港登記的辦公地址。

## 6. INVESTMENTS 投資

- (a) Unless otherwise instructed by the Client or required, the Client authorizes the Company to (i) hold Securities by depositing such Securities in an account in the name of the Company with the Fund or the distributor of the Fund which issued or distributed such Securities or by registering such Securities in the name of the Nominee on behalf of the Client and (ii) withdraw Securities from such account or take such other action as may be necessary to settle any Transaction. The Company has no duty to insure the Securities held by the Company on behalf of the Client.

除非客戶另有指令或根據其他要求，客戶授權諾亞香港(i)通過將該等證券存入在基金或分銷該等證券的基金分銷商以諾亞香港的名義開設的帳戶，或代表客戶將該等證券登記在代理人的名下的方式持有證券;以及(ii)從該等帳戶中取出證券，或採取交易結算所需要的其他行動。諾亞香港無義務為諾亞香港代表客戶持有的證券購買保險。

- (b) Without incurring legal liability therefor, the Company shall use its reasonable endeavours to notify the Client of any notices, reports and advices relating to Securities of the Client held by it, except that neither the Company nor the Nominee shall be under any obligation or duty to take any action whatsoever concerning proxies, appointments of corporate representatives, voting instructions or notices of meetings received by the Nominee or to attend or vote at any meetings.

諾亞香港應盡合理努力將關於其持有的客戶的證券的任何通知、報告、建議等告知客戶，但不由此產生任何法律責任，但諾亞香港或代理人無義務或職責就代理人收到的代理投票、委派公司代表、投票指令或會議通知等事宜採取任何行動，亦無義務或職責出席任何會議或在任何會議上投票。

## **7. CLIENT MONEY 客戶資金**

- (a) Unless otherwise instructed by the Client or required, the Client authorizes the Company to open a Client Segregated Account in an authorised financial institution and hold the Client's money on his/her Account in the Client Segregated Account on trust for the Client.

除非客戶另有指令或另有要求，客戶授權諾亞香港代客戶在認可財務機構開立客戶獨立帳戶並以信託形式代在客戶獨立帳戶項下持有帳戶中的客戶資金。

- (b) Where the Client instructs the Company to execute any order to apply for, subscribe for or redeem Securities in the name of the Company or the Nominee, the Client shall pay all subscription monies into his/her Account and all redemption monies shall be paid into his/her Account. The Client shall deposit all monies into his/her Account by (i) depositing such monies into the Client Segregated Account specified in the 'Fund Deposit Notification Form', and (ii) immediately sending to the Company a completed and signed 'Fund Deposit Notification Form'. The Company shall not be liable for any Loss suffered by the Client in the event that a payment is made by the Client to any account other than the Client Segregated Account so specified and the Client shall fully indemnify and hold harmless the Company against all actions, proceedings, claims, demands, liabilities, Loss, costs and expenses in connection with such payment.

如客戶指示諾亞香港以諾亞香港或代理人的名義執行申購、認購或贖回證券，客戶應將所有認購資金匯入其帳戶，且所有贖回資金亦應匯至該帳戶。客戶應通過下列方式將所有資金存入其帳戶：(i)根據基金存款通知表格上的指示將資金存入客戶獨立帳戶，並(ii)立即將一份填寫完整並經簽署的存款通知表格寄給諾亞香港。如客戶因將資金劃入前述指定的客戶獨立帳戶以外的其他帳戶而遭受損失，諾亞香港對此不承擔任何責任，且客戶應全額賠付諾亞香港與該筆付款相關的任何訴訟、法律程序、索償、要求、責任、損失、費用及開支並使其免受損失。

- (c) For the avoidance of doubt, if at any time the balance of the Client's funds in the Account is insufficient to satisfy any liability owed by the Client to the Company, the Client irrevocably directs and authorizes the Company, without further notice to the Client, to redeem any Security held by the Company for the Client and to apply the proceeds of such redemption to discharging such liability.

為免生疑問，如任何時間客戶帳戶內的資金餘額不足以清償客戶欠付諾亞香港的任何債務，客戶不可撤銷地指示及授權諾亞香港，在無需進一步通知客戶的情況下，贖回諾亞香港為該客戶持有的任何證券並以贖回產生的收益清償該等債務。

- (d) The Company reserves the right to close the Client's Account and return the Client's monies held in the Client Segregated Account to the Client if the balance of such monies falls below the minimum value specified by the Company in the Fee Schedule from time to time.

諾亞香港保留下列權利：如果客戶帳戶內的資金餘額低於諾亞香港在費用表中不時規定的最低值，諾亞香港可將客戶帳戶關閉並將客戶獨立帳戶內持有的資金返還給客戶。

## 8. RISKS 風險

- (a) **Prices** - The prices of Financial Products fluctuate, sometimes dramatically. The price of a Financial Product 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 Financial Products.  
價格－金融產品價格會波動，且有時可能劇烈波動。金融產品的價格可升可跌，甚至可能喪失價值。買賣金融產品可能會招致損失而非賺取利潤。
- (b) **Investments in Funds** - In relation to investments in Funds, the Client acknowledges that it has read or will obtain from the Company up-to-date versions of the prospectuses or any materials supplied by the Fund (or its distributor) including all the risk disclosure contained therein that may be available on the date of the Instruction given by the Client to the Company prior to transmitting such Instruction to the Company in respect of a subscription in such Funds.

投資基金－客戶確認，就基金投資而言，在客戶向諾亞香港發送認購基金的指令之前，客戶已閱讀或將從諾亞香港處獲得最新版本的募集通知書或基金（或基金的分銷商）提供的任何材料包括其中所載的風險批露，該等資料可于客戶發送指令之日供獲取。

### Particular Types of Funds –

#### 特定類型的基金–

- (i) **Funds authorized by the SFC (“Authorized funds”)** are allowed to be distributed to the Hong Kong public, however, SFC authorisation is not a recommendation or endorsement of the fund nor does it guarantee the commercial merits of the fund or its performance. It does not mean the fund is suitable for all investors nor is it an endorsement of its suitability for any particular investor or class of investors.

證監會許可的基金(“公募基金”)是允許銷售給香港大眾的產品。不過證監會給予認可，並不表示對該基金作出推薦或贊許，亦非對該基金的商業價值或表現提供保證，更不意指該基金適合所有投資者，或贊許該基金適合任何特定投資者或任何類別投資者。

Authorized funds are investment products and some may involve derivatives. Authorized funds are not equivalent to time deposits. 公募基金乃投資產品，而若干公募基金可能涉及衍生工具。公募基金並不相等於定期存款。

The price of an authorized fund can and do fluctuate, sometimes dramatically. The value of and income from an authorized fund is not guaranteed and may move up or down and may even become valueless. There is an inherent risk that losses may be incurred rather than profits made as a result of buying and selling authorized funds. You may not get back the amount you have invested. In the worst case scenario, the value of an authorized fund may be worth substantially less than the amount you have invested (and in an extreme case could be worth nothing).

公募基金的價格可能及確實會波動，且有時會大幅波動。公募基金的價值及收入不受保證及可升可跌，甚至可能變成毫無價值。買賣公募基金內含招致損失的風險，未必一定能賺取利潤。閣下未必能全數取回投資金額。在最壞的情況下，單位 信託基金的價值可能遠較閣下的投資金額為少(並於極端情況下可能變成毫無價值)。

- (ii) **Funds Not Authorized by the SFC:** Funds not authorized by the SFC may follow practices which deviate from those prescribed by the SFC for funds authorized by it. Such deviation may result in a lower level of transparency for investors, higher levels of conflicts of interests, higher risk investment strategies, and operating structures and operating practices which are more adverse to investors. All types of funds listed below, including Hedge Funds, Private Equity Funds, Fund of Funds and Masterfeeder Funds, may be unauthorized and unregulated by SFC and therefore bear all such aforesaid risks.

未經證監會許可的基金：證監會未許可的基金可能遵循與證監會為其許可的基金訂明的做法有所不同的做法。這種差異可能導致對投資者的透明度較低，利益衝突的程度較高，採用較高風險的投資策略，以及對投資者更為不利的運營結構和運營行為。下文中所列的基金類型，包括對沖基金、私募股權基金、基金中的基金和母基金-聯接基金都有可能是未經證監會許可和不受證監會監管的基金，並從而具有前述各種風險。

- (iii) **Hedge Funds:** Hedge funds may bear a high level of risk. Hedge funds may engage in certain investment strategies, including use of leverage, derivatives, short selling, etc., which results in risks which are relatively high. The liquidity of a hedge fund may be limited since the hedge fund may only allow dealings on a monthly or quarterly basis rather than on a daily basis and the hedge fund may place limits on redemption.

對沖基金：對沖基金可能承擔高風險。對沖基金可能採取某些投資策略，包括杠杆、衍生工具和作空等，而這些策略導致相對高的風險。由於對沖基金可能只能按月或季度交易而不是每日交易，並且對沖基金可能設有贖回限制，所以對沖基金的流動性可能受到限制。

- (iv) **Private Equity Funds:** Private equity funds may bear a high level of risk. Private equity fund investments may be illiquid over a number of years and interests in such funds may not be redeemable for a number of years and may not be freely transferrable. Private equity fund investments are usually in private companies or funds and may focus on businesses which are unproven, distressed or growing at a pace which may be difficult to manage. Private equity fund investments may be made at significant levels of gearing which may magnify losses.

私募股權基金：私募股權基金可能承擔高風險。私募股權基金的投資專案可能多年都無法變現，這些基金的權益可能多年無法贖回，並且不能自由轉讓。私募股權基金通常投資於非上市公司或基金，且可能重點投資於尚待證明的、面臨財務困難的或者增長速度太高而難以管理的企業。私募股權基金的投資專案可能採用高杠杆，這可能放大損失。

- (v) **Fund of Funds:** Fund of funds may operate with a lower level of transparency. Such funds may bear higher fees as management fees may be charged at the fund of funds level as well as at the underlying fund level. Fund of funds may not disclose investments in the underlying funds and the investments in such underlying funds may be inconsistent with an investor's investment objectives.

基金中的基金：基金中的基金的運作透明度可能較低。這些基金可能承擔較高的費用，因為可能在基金中的基金以及標的基金這兩個層面同時收取管理費。基金中的基金不一定披露對標的基金的投資，對標的基金的投資可能與投資者的投資目標不符。

- (vi) **Master-feeder Funds:** Investors in feeder funds may have no direct recourse to the master funds. 母基金-聯接基金：聯接基金的投資者對母基金可能沒有直接的追索權。

- (c) **Overseas Assets** – Client assets received or held by the Company outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO 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.

境外資產 – 諾亞香港在香港境外收取或持有的客戶資產須遵守可能不同於《證券及期貨條例》以及據此制定的規則的相關境外司法區的相關法律法規。因此，這些客戶資產不一定能夠獲得與在香港收取或持有的客戶資產所獲得的同等保護。

- (d) **Transaction Costs** – The Client's net returns from any Transaction will be affected by the transaction costs including commissions, fees and other charges charged by the Company or its Affiliates or third parties and any relevant tax liabilities. These costs must be considered in any risk assessment made by the Client before making any Transaction or investment.



交易成本 – 客戶在任何交易獲得的淨回報將受交易成本的影響，包括諾亞香港或其關聯方或第三方收取的傭金、費用和其他收費以及任何相關的稅務責任。客戶進行的任何風險評估必須考慮這些成本，方可進行任何交易或投資。

- (e) **Telecommunication** - The Client acknowledges that the internet is, due to unpredictable telecommunication traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of the Company. The Client acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and this may result in delays in the execution of Transactions or the execution of Transactions at prices different from those prevailing at the time the Instructions were given. The Client further acknowledges that and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client.

電子通訊 - 客戶確認，基於電子通訊信號擁擠的不可預測性及其他原因，互聯網並非可靠的通訊媒介，該不可靠性不在諾亞香港可控制的範圍內。客戶確認，該等不可靠性可能導致指令及其他資料的發送及接收遲延，並可能繼而導致交易執行的遲延或交易執行價格不同于指令發送時普遍的價格。客戶進一步確認並同意，交流中可能發生誤解或錯誤，該等風險應絕對由客戶承擔。

## 9. ANTI-MONEY LAUNDERING 防止洗黑錢

- (a) The Client hereby warrants that: 客戶謹此保證:

- (i) the Client is the underlying principal of the Account; 客戶是帳戶的相關主事人;
- (ii) no person other than the Client has or will have any interest in the Account; and 客戶以外任何人士概無或不會擁有帳戶任何權益;及
- (iii) all monies as may be paid to the Company from time to time shall come from a legitimate (and not illegal) sources. 所有支付予諾亞香港的款項在任何時候均應來自於合法（並且不是非法）的來源。

- (b) The Client agrees to provide all such information and documents as may be necessary to verify the Client's identity and do all such acts and things as may be necessary to enable the Company to comply with all applicable anti-money laundering and know your client laws, rules and regulations (whether in Hong Kong or elsewhere). The Client agrees that the Company shall not be liable or responsible in anyway whatsoever and shall be held harmless against any Loss arising as a result or in connection with any delay or failure to process any application or transaction if such information and document requested by the Company have not been promptly provided by the Client to the Company.

客戶同意提供所有必要的資料及文件以核實客戶的身分，並且作出必要的行動及事宜以確保諾亞香港遵守所有適用的反洗錢及認識你的客戶的法例、規則及規例（不論是在香港或其他地方）。客戶同意，對於因客戶未有及時向諾亞香港提供諾亞香港所要求的資料及文件而造成處理任何申請或交易有任何延遲或失誤所產生的任何損失，諾亞香港毋須承擔任何責任或義務，並應免受承擔賠償責任。

- (c) The Company shall upon the request of relevant regulators disclose the name, beneficiary identity and such other information concerning the Client as they may request or require. The Client undertakes to disclose such other information concerning the Client to the Company within the time the Company specified as may be required for the Company to comply with the Applicable Laws, rules, regulations and requirements of the relevant regulators. The Client irrevocably authorizes the Company to make any of such disclosure to the relevant regulators.

諾亞香港將根據相關監管機構之要求披露客戶姓名、帳戶受益人、及有關監管機構要求或需要的資料。客戶承諾會在諾亞香港指定的時間內向諾亞香港披露該等資料為滿足適用法規規定，規定和相關監管機構的要求。客戶不可撤銷地授權諾亞香港向相關監管機構作出此類披露。



## 10. FATCA AND CRS FATCA 以及 CRS

- (a) In order for the Company to comply with FATCA, CRS and any other local or foreign law, legislation or regulation, the Client consents to and authorizes the Company to gather, store, use, process, disclose and report any information related to the Client that are provided to the Company to:

為使諾亞香港遵守美國 FATCA、CRS 及任何其他本地或者外國的法律、立法或者規定，客戶同意和授權諾亞香港可以收集、儲存、使用、處理、披露和向下列各方申報任何提供給諾亞的客戶資料：

- (i) any of the Company's Affiliates and any of their Affiliates, wherever situated which may be within or outside of Hong Kong; and

諾亞香港的任何關聯方以及這些關聯方的任何關聯方，無論位於香港或者在香港以外地區；及

- (ii) any local or foreign legal, regulatory, governmental, tax law enforcement or other authorities, or self-regulatory or industry bodies or association of financial services providers, including any settlement and clearing agency.

任何本地或者外國監管機構，政府機構，稅務機構或者其他法定機構，或者自我監管機構，或者行業組織或金融服務提供者協會，包括任何清算和支付代理人。

- (b) The Company reserves the right to request and the Client has the obligation to provide to the Company additional documentary evidence in a timely manner to confirm the Client's U.S. / non-U.S. status or tax residency for CRS purpose. This may be required at the time of the Client's membership application and when potential U.S. indicia (each as defined respectively under FATCA) or change in circumstances is noted by the Company during the course of the relationship with the Client.

諾亞香港保留權利要求客戶提供，且客戶有責任及時提供給諾亞香港額外書面證據以確認客戶的美國/非美國身份納稅人身份及稅務居住地（為 CRS 目的）。在客戶申請開戶以及諾亞香港與客戶業務往來過程中發現潛在的美國身份的跡象（定義分別見美國 FATCA）或者情況變化，有可能要求提供上述書面證據。

- (c) If the Client fails to provide the Company with any information within 30 days of the Company requesting such information, the Company shall be entitled to reach whatever conclusions it considers to be appropriate and the Company reserves the right to terminate the Client's Account and/or execute FATCA Withholding on and/or reporting of the Client's Account, if required under FATCA, CRS or the relevant IGA provisions.

如果客戶沒有在諾亞香港要求提供相關資料後 30 天內向諾亞香港提供該等資料，諾亞香港有權據此作出其認為適當的結論，同時諾亞香港保留權利終止客戶的帳戶及/或執行有關美國 FATCA 預扣，及/或根據美國 FATCA、CRS 或者相關政府間協議的規定，對客戶的帳戶作出舉報。

- (d) The Client is requested to provide an IRS Form W-8/W-9, a CRS Self-Certification Form and/or other documentation requested by the Company in order to establish the Client's FATCA status and tax residency for CRS purpose and classification. Furthermore, if there is any change in circumstances that would affect the Client's FATCA status and tax residency for CRS purpose and classification or if there is reason for the Company to believe that the self-certification and/or other documentation is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Client.

客戶需要向諾亞香港提供美國國稅局 W-8/W-9 表格、CRS 自我證明表格及/或諾亞香港要求的其他文件以確認客戶的美國 FATCA 身份（如適用）及稅務居住地（為 CRS 目的）及分類。而且，如果發生任何情況變化會影響客戶的美國 FATCA 身份及稅務居住地（為 CRS 目的）或分類，或者諾亞香港有理由相信有關自我證明及/或其他文件不正確或不可靠，客戶可能需要提供新的自我證明及/或額外文件。