



贏家國際證券有限公司
Winner International Securities Limited

現金客戶協議書 - 個人/公司戶口
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UNIFORM CASH CLIENT'S AGREEMENT IN PLAIN LANGUAGE

淺白語言統一現金客戶協議書

Winner International Securities Limited ("the Company") registered with the Securities and Futures Commission ("SFC") is a securities dealer (CE number AAB856) and an Exchange Participant of The Stock Exchange of Hong Kong Limited ("the Exchange"), whose registered office is located at 10th Floor, Lee Kum Kee Central, 54-58 Des Voeux Road Central, Hong Kong

贏家國際證券有限公司（「本公司」）為證券及期貨事務監察委員會（「證監會」）註冊的證券商（CE 編號 AAB856）以及香港聯合交易所有限公司（「聯交所」）之交易所參與者。其註冊辦事處設於香港中環德輔道中 54-58 號中環李錦記 10 樓。

I/We hereby request the Company to open and operate a cash securities trading account (the "Account") for me/us in accordance with the following terms and conditions:

本人 / 吾等謹此正式要求本公司根據下列條款及條件，為本人 / 吾等開立及運作一個現金證券買賣戶口（「戶口」）：

1. The Account 戶口

- 1.1 I/We confirm that the information provided in the Account Opening Information Form and/or other information collection documents is complete, accurate and up to date. I/We further acknowledge the importance of providing such complete, accurate and current information, as the Company will rely on it to assess my/our personal background, financial situation and other necessary information for you to provide services or products. I/We irrevocably undertake to inform the Company immediately of any changes to such information. It is my/our sole responsibility to ensure the accuracy of the Account and to promptly notify the Company of any discrepancies. The Company is hereby authorized to conduct credit enquiries on me/us for the purpose of verifying the information provided.

本人 / 吾等確認「開戶資料表格」及其他資料收集文件中所提供的資料是完整、正確和最新的。本人 / 吾等亦特此確認，向貴公司提供完整、準確及最新資料至為重要，因本公司將依賴該等資料了解本人 / 吾等之個人背景、財務狀況及其他必要資料，以向本人 / 吾等提供有關服務或產品。本人 / 吾等不可撤銷地承諾，如該等資料有任何變更，將即時通知本公司。本人 / 吾等有責任確保賬戶資料準確無誤，並於發現任何不符時即時通知本公司。本人 / 吾等特此授權本公司對本人 / 吾等進行信用查核，以核實所提供之資料。

- 1.2 The Company will keep all information relating to my/our Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information. If the Company receives any request for information on any Transaction relating to any of my/our account by any regulators in Hong Kong or elsewhere including but not limited to the SFC and the Exchange, even if my/our account has been terminated prior to such request:

(a) I/We hereby authorize the Company to provide the required information to the regulators according to the request, where the Company already has such information; (b) If the Company does not possess the requested information, I/We shall, upon the Company's request, provide the information directly to the Company or to the regulators within two (2) Business Days from the date of the regulator's request; (c) If I/We act as an intermediary and execute Transactions on behalf of underlying clients or for discretionary accounts, discretionary trusts, or collective investment schemes, I/We shall, within two (2) Business Days of the regulator's request, provide to the Company or the regulators the full identity, address, contact details, and other identification particulars of all relevant beneficiaries, originators of instructions, and managers of such accounts. In cases where a manager's discretion has been overridden, I/We shall immediately inform the Company in writing and disclose the identity of the party exercising such override; (d) Where I/We act as an intermediary, I/We shall ensure that the underlying clients or any third parties have agreed in writing to the disclosure of their identification information and, where necessary, waived any rights under secrecy or personal data protection laws that may otherwise restrict such disclosure. 本公司將會對本人 / 吾等戶口的有關資料予以保密，但本公司可以根據聯交所及證監會的規定或應其要求，將該等資料提供予聯交所及證監會。如果香港或香港以外的任何監管機構，包括但不限於香港證監會和交易所，要求本公司提供本人 / 吾等帳戶的任何與交易相關資訊，則即使本人 / 吾等帳戶已在此之前終止：

(a) 本人 / 吾等特此授權本公司，若本公司已得知該等資訊，可按監管機構要求向監管機構提供該等資訊；(b) 倘本公司尚未持有該等資料，則本人 / 吾等須應貴公司要求，於有關監管機構提出要求後兩個工作日內，向貴公司或有關監管機構提供所需資料；(c) 倘本人 / 吾等以中介人身份為第三方進行交易，或就全權委託帳戶、信託或集體投資計劃進行交易，則本人 / 吾等須於監管機構提出要求後兩個工作日內，向本公司或有關監管機構提供所有相關受益人、指示發出人或賬戶管理人的身份、地址、聯絡方式及其他識別資料。如帳戶管理人酌情權被受益人或其他人士所推翻，應即時以書面通知本公司，並提供相關人士之身份資料；(d) 倘本人 / 吾等為中介人，須確保或促使有關客戶或第三方已書面同意披露其身份資料，並豁免因保密或個人資料保護法律而可能產生的限制。

- 1.3 I/We represent that I/We am/are of required legal age and mentally fit to enter into this Agreement.

本人 / 吾等聲明其已達到法定年齡並無精神障礙，以使簽署的本協議具有法律約束力。

- 1.4 I/We further represent and warrant that I/We am/are the sole ultimate beneficial owner(s) of my/our Account. I/We hereby agree and undertake to promptly notify the Company in writing in the event of any change in direct ownership or beneficial interest in the Account.

本人 / 吾等茲進一步聲明並保證，本人 / 吾等為本人 / 吾等帳戶之唯一最終實益擁有人。倘帳戶之直接擁有權或最終實益權出現任何變更，本人 / 吾等同意並承諾即時以書面通知本公司。

2. Laws and Rules 法例及規則

- 2.1 All Transactions in securities ("Transactions") executed by the Company on my/our instructions, including but not limited to securities listed on the Main Board and the Growth Enterprise Market ("GEM") of the Stock Exchange of Hong Kong Limited ("Exchange") or on other exchanges or markets in any other jurisdictions, shall be carried out in strict accordance with all applicable laws, rules, and regulations (as amended from time to time) of Hong Kong and other relevant jurisdictions, including but not limited to the by-laws, codes, rules, regulations, customs, and market practices of the SFC, the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC"), and/or such other relevant exchanges or markets. All acts taken by the Company in compliance with such laws, rules, regulations, and directives shall be binding on me/us.

本人 / 吾等授權本公司根據本人 / 吾等的指示進行的所有證券交易（「交易」），包括但不限於於香港聯合交易所有限公司（「聯交所」）主板及創業板及 / 或其他司法管轄區內任何其他交易所或市場進行之交易，均須嚴格遵守香港及其他相關司

法管轄區之所有適用法律、法規及規則（包括不時之修訂），以及香港證券及期貨事務監察委員會（「證監會」）、聯交所、香港中央結算有限公司（「中央結算公司」）及／或其他有關交易所或市場所適用之附例、守則、規章、慣例與市場慣行。本公司根據上述法律、規則及指示所作出之一切行動，均對本人／吾等具有法律約束力。

- 2.2 I/We hereby agree that this agreement and all the terms herein shall be binding upon me/us and my/our heirs, estate, executors, representatives, successors and assignees. All actions taken by the Company in accordance with such laws, rules, regulations and directives shall be binding on me/us.

本人／吾等同意本協議書及其所有條款將對本人／吾等本身，以及其繼承人，遺囑執行人和遺產承辦人，繼任人和承讓人具有法律約束力。本公司根據上述法律，規則和規例所採取的所有行為都將對本人／吾等具有法律約束力。

3. Transactions 交易

- 3.1 Unless otherwise stated in the relevant contract note or any other communication, the Company will act as my/our agent in executing all Transactions.

除非於有關成交單或其他書面通知中另有說明，本公司將以本人／吾等的代理人身份執行所有交易。

- 3.2 I/We will notify the Company when a sell order relates to securities which I/we do not own i.e. involves short selling. I/We hereby undertakes to:

- (a) make full and frank disclosure of such order(s) to the Company;
- (b) provide without demand by the Company, all documentary evidence in substantiation of the legality of the short selling under the SFO or other laws, rules and regulations of Hong Kong and of the Exchange;
- (c) authorize the Company to conduct a market buy-in of the relevant securities, at the prevailing market price, to cover the short securities in my/our Account; and
- (d) indemnify the Company against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by the Company as a result of the execution of the short selling order.

倘賣出指令是有關非由本人／吾等擁有的證券，即涉及賣空交易，本人／吾等將會通知本公司。本人／吾等特此保證：

- (a) 向本公司全面無保留地披露此類指令；
- (b) 無須本公司要求，提供所有的文件證據以證明此賣空行為在《證券及期貨條例》或香港以及交易所的其他法律，規則以及規例下的合法性；
- (c) 授權本公司以當時市價買入有關證券，以彌補本人／吾等帳戶之賣空證券；
- (d) 免除並補償本公司承擔因執行賣空指令而承受或產生的所有損失，法律訴訟，成本和費用。

- 3.3 For all Transactions, I/We agree to pay all commissions, charges, levies imposed by the Exchange, and stamp duties as notified by the Company. The Company is hereby authorized to deduct such amounts from my/our Account.

就所有交易而言，本人／吾等同意支付本公司通知之佣金、收費、聯交所徵費及印花稅。本人／吾等授權本公司從本人／吾等帳戶中扣除上述金額。

- 3.4 Unless otherwise agreed, in respect of each Transaction, unless the Company is already holding cash or securities on my/our behalf to settle the Transaction, I/We will

就每一宗交易，除另有協議外或除非本公司已代本人／吾等持有現金或證券以供交收之用，否則本人／吾等將會在本公司就該項交易通知本人／吾等的期限之前

- (i) pay cleared funds or deliver securities in deliverable form to the Company or
向本公司交付可即時動用的資金或可以交付的證券，或
- (ii) otherwise ensure that the Company have received such funds or securities
以其他方式確保本公司收到此等資金或證券

In the event of my/our failure to do so:

倘本人／吾等未能如期履行上述交收義務：

- (i) for a purchase Transaction, the Company may sell the purchased securities
對於買入交易，本公司可出售有關證券；及
- (ii) for a sale Transaction, the Company may borrow and/or purchase securities to effect settlement.
對於賣出交易，本公司可借入及／或買入證券以完成交收。

- 3.5 I/We will be responsible to the Company for any losses and expenses resulting from my/our settlement failures.

本人／吾等將會負擔本公司因本人／吾等未能進行交收而引起的任何損失及開支。

- 3.6 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as the Company have notified me/us from time to time.

本人／吾等同意就所有逾期未付款項（包括對本人／吾等裁定的欠付債務所引起的利息），按本公司不時通知本人／吾等的利率及其他條款支付利息。

- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company have to purchase securities to settle the Transaction, I/We shall not be responsible to the Company for the cost of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致本公司須買入證券進行交收，本人／吾等毋須為買入該等證券的費用向本公司負責。

- 3.8 If the Company solicits the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document, the Company may request me/us to sign additional documents; however, no statement or confirmation so requested shall derogate from or diminish the effect of this clause.

假如本公司向本人／吾等招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮本人／吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人／吾等的。本協議的其他條文或任何其他文件，本公司可能要求本人／吾等簽署其他文件；惟任何根據要求所作之陳述或確認，均不應削弱或減損本條款之效力。

- 3.9 I/We understand that the Company will not accept any third-party Instruction, unless I/we has/have formally executed and delivered a valid power of attorney which expressly authorizes a named specific party to emit trade Instruction on my/our behalf. I/We further agree to indemnify the Company from any disputes, losses and other claims arising from the execution by the Company of any unauthorized third-party Instruction transmitted on my/our behalf. I/We agree to supply the Company with an accurate and truthful identification and personal information about the designated third party. I/We

also understand that personal information will be made available to Hong Kong regulators and other government agencies, including but not limited to the SFC, Exchange, Independent Commission Against Corruption (ICAC) and so forth.

本人 / 吾等理解本公司不會接受任何第三方指令，除非本人 / 吾等已正式簽署並遞交一有效的授權書，明確授權一署名的第三方代表其發出交易指令。本人 / 吾等並同意 本公司將不為因執行任何未經授權的第三方代表本人 / 吾等發出的指令而導致的爭議，損失以及其他索賠負責。本人 / 吾等同意向本公司提供該指定的第三方準確真實的身份證明和個人資料。本人 / 吾等同時理解此類個人資料將會對香港監管機構以及其他政府機構，包括但不限於香港證監會，交易所，廉政公署 (ICAC) 等其他授權機構公開。

- 3.10 I/We acknowledge the fact that extraordinary events/technical difficulties may prevent and or otherwise hinder the execution of Instructions. I/We agree that the Company will not be liable for any loss, actual or projected, resulted, directly or indirectly, from government actions, price variations, exchange/market restrictions, equipment, communication and systems failure and breakdowns, unauthorized access or trade Instructions, and other physical and technical restraints and conditions beyond your control.

本人 / 吾等確認存在因突發事件及或技術故障而使其指令無法執行的事實。本人 / 吾等同意本公司將無須對任何直接或間接因政府行為，價格變動，交易所市場限制，設備和通訊系統故障，未授權進入帳戶或交易以及其他超越本公司控制的客觀因素和技術限制而導致的實際或假設損失負責。

- 3.11 Inside Dealing is prohibited: It is unlawful to distribute, disseminate and act upon any unpublished price sensitive information to make a profit or to avoid a loss in Securities trading. I/We confirms that I/We am/are aware of such practice are unlawful. I/We agree not to engage in the said and other unlawful practices and to take full responsibility for the consequences.

禁止內幕交易：任何傳播、散佈並利用非公開的股價敏感信息來在證券買賣上贏利或止損的行為都是非法的。本人 / 吾等確認其知曉此種行為的非法性質。本人 / 吾等同意不進行上述以及其他非法行為，並對所有後果負完全責任。

- 3.12 I/We hereby agree that the Company may, at its sole and absolute discretion, and without prior notice to me/us, suspend, prohibit, or otherwise restrict my/our ability to trade Securities through my/our Account. I/We further agree that the Company shall not be liable for any actual or hypothetical losses and/or damages arising out of or in connection with any such suspension or restriction.

本人 / 吾等謹此同意，本公司可全權酌情決定是否限制、暫停或禁止本人 / 吾等透過本人 / 吾等帳戶進行任何證券交易，且無須事先通知本人 / 吾等。本人 / 吾等亦同意，貴公司毋須就因該等限制、暫停或禁止而導致之任何實際或假設之損失或損害承擔任何責任。

3A. Trading via China Connect 中華通交易買賣

1. No day trading is allowed.
不容許回轉交易。
2. Pre-trade checking is in place so that I/We must have shares transferred to the Company before the commencement of trading on a trading day if I/We intend to sell the shares during a trading day.
設有交易前檢查：本人/吾等確認及同意如於個別交易日出售股份，須於該交易日開市前將股份轉移至本公司的相應中央結算系統戶口。
3. I/We should understand all trading must be conducted on Shanghai Stock Exchange (SSE)/Shenzhen Stock Exchange (SZSE), i.e. no over-the-counter (OTC) or manual trades are allowed.
本人/吾等明白所有交易必須在上交所/深交所進行，不設場外交易或非自動對盤交易。
4. I/We confirm and agree that naked short selling is not allowed.
本人/吾等確認及同意不得透過滬港通/深港通進行無備兌賣空活動。
5. I/We confirm and agree the foreign shareholding restriction (including the forced-sale arrangement) is in place and the Company have the right to "force-sell" my/our shares upon receiving the forced-sale notification from SEHK.
本人/吾等確認及同意如實施境外持股量限制(包括強制出售安排)；本公司有權於接獲聯交所的強制出售通知時「強制出售」本人/吾等的股份。
6. I/We should understand fully the Mainland rules and regulations on the relation to show-swing profits, disclosure obligations and follow such rules and regulations accordingly.
本人/吾等完全了解並遵守內地有關短線交易利潤及披露責任的法規。
7. The Company may have the right to cancel my/our orders in case of contingency (such as hoisting of Typhoon Signal No. 8 in Hong Kong).
本人/吾等確認及同意本公司有權於緊急情況(如香港懸掛八號颱風訊號)下取消本人的訂單。
8. The Company may not be able to send my/our order cancellation requests in case of contingency such as when SEHK loses all its communication line with SSE/SZSE, etc. and I/We should still bear the settlement obligations of the orders are matched and executed.
本人/吾等確認及同意在緊急情況(例如聯交所失去與上交所/深交所的所有聯絡渠道等)下，本公司或未能發出本人/吾等的取消買賣盤指令；如訂單經已配對及執行，本人/吾等會承擔交收責任。
9. I/We must comply with SSE/SZSE Rules and other applicable laws of Mainland China relating to Northbound trading.
本人/吾等須遵守上交所/深交所規則及中國內地有關滬港通/深港通交易的適用法律。
10. The Company may forward my/our identity to SEHK which may on-forward to SSE/SZSE for surveillance and investigation purposes.
本人/吾等確認及同意本公司將向聯交所轉發本人身份資料，聯交所可能繼而轉發予上交所/深交所用作監察及調查之用。
11. I/We confirm and agree if the SSE/SZSE Rules are breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE has the power to carry out an investigation, and may, through SEHK, require the Company to provide relevant information and materials and to assist in its investigation.
本人/吾等確認及同意倘有違反上交所/深交所規則、或上交所/深交所的上市規則或上交所/深交所規則所述的披露及其他責任的情況，上交所/深交所所有權進行調查，並可能透過聯交所要求本公司提供相關資料及材料協助調查。
12. SEHK may upon SSE/SZSE's request, require the Company to reject orders from me/us.
本人/吾等確認及同意聯交所或會應上交所/深交所要求，要求本公司拒絕處理本人訂單。

13. I/We need to accept the risks concerned in Northbound trading including but not limited to prohibition of trading SSE/SZSE Securities, being liable or responsible for breaching the SSE/SZSE Listing Rules, SSE/SZSE Rules and other applicable laws and regulations.
本人/吾等接納滬港通/深港通所涉及的風險，包括但不限於買賣滬港通/深港通股票的禁限、對違反上交所/深交所上市規則、上交所/深交所規則及其他適用法律及規例負責或承擔法律責任。
14. SSE/SZSE may request SEHK to require the Company to issue warning statements (verbally or in writing) to me/us, and not to extend Northbound trading service to me/us.
本人/吾等確認及同意上交所/深交所或會要求聯交所要求本公司向本人發出口頭或書面警告，以及不向本人/吾等提供滬港通/深港通交易服務。
15. I/We confirm and agree HKEx, SEHK, SEHK Subsidiary, SSE/SZSE and SSE/SZSE Subsidiary and their respective directors, employed and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the me/us, your clients or any third parties arising from or in connection with Northbound trading or the Company.
本人/吾等確認及同意本人/吾等、其客戶或任何第三方若因為滬股通/深股通交易或本公司而直接蒙受任何損失或損害，香港交易所、聯交所、聯交所子公司、上交所/深交所及上交所/深交所子公司以及其各自的董事、僱員及代理人概不負責。
16. I/We acknowledge that I/We need to hold sufficient Renminbi (RMB) for settlement purpose. If I/We do not hold sufficient RMB in the account and I/We have not given the Company any foreign exchange instruction to transfer any other currencies standing to the credit of my/our account with the Company before the end of the relevant trading day (i.e. market close), I/we agree that the Company are authorized to transfer for me any other currencies (in equivalent amount of RMB) standing to the credit of my/our account at the prevailing exchange rate in the market and at such time the Company deem appropriate. The Company shall not be liable for any foreign exchange losses in my/our accounts as a result of the above currency conversion for me in such circumstances.
本人/吾等明白本人/吾等需要持有足夠的人民幣進行交收。如本人/吾等的交易戶口內並沒有足夠的人民幣及本人/吾等在有關的交易日結束前(以當天收市)並沒有向本公司作出任何有關換匯指示，本人/吾等同意本公司可按其絕對酌情權的方式將本人/吾等持有之其他幣別作出換匯安排。本公司可自行決定所需轉換之貨幣類別、金額(相當於所需人民幣的等值外幣金額)，所適用之匯率及換匯之時間。如因貨幣換匯而產生的任何匯兌損失，本公司概不會因上述損失而負上任何責任。
17. I/We acknowledge that according to the CSRC, SSE and SZSE arrangement, the company shall not register the Broker-to-Client Assigned Number (BCAN) for clients who are Mainland investors (include: (a) individuals that possess Mainland ID documents;(b) holders of a joint account if one of the holders is considered as Mainland investor under (a);and (c) corporate or unincorporated entities which are registered in the Mainland), i.e. registration of new BCANs with 'CHN' as the country/region of issuance (CHN BCANs) be rejected
本人/吾等明白根據中國證監會、上交所和深交所的安排，本公司不得為內地投資者（包括：(a) 持有中國內地身份證明文件的個人，(b) 聯名帳戶持有人（如聯名帳戶持有人中有任何一方屬 (a) 條規定的內地投資者），及 (c) 中國內地註冊的法人及非法人組織）開通券商客戶編碼，即以「CHN」為證件簽發國家/地區的券商客戶編碼的註冊（CHN BCAN）會被拒絕

4. Internet Trading Services 互聯網交易服務

- 4.1 Unless otherwise specified, this clause is made without prejudice and in addition to all the other provisions in this Agreement.
除非另有說明，本條之規定乃本協議所有其他條款之附加且並不損害該等其他條款。
- 4.2 The Company may provide me/us with Internet Trading Services, and I/we hereby request the provision of such services, upon the items and conditions as embodied in this Agreements, as modified, as amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the Company.
本公司可根據本協議所載條款和條件為本人/吾等提供互聯網交易服務，且本人/吾等根據本協議所載條款和條件要求向本人/吾等提供上述服務，而上述條款和條件可由本公司不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。
- 4.3 I/We may from time to time, instruct to the Company, acting as my/our agent, to deposit, purchase and/or sell Securities for the Account(s) or otherwise deal with Securities, receivables or monies on behalf of me/us through the Internet Trading Services.
本人/吾等可以隨時指示本公司以本人/吾等之代理人的身份透過互聯網交易服務為賬戶（等）存入、購買及/或出售證券或以其他方式代表本人/吾等處理證券、應收款或款項。
- 4.4 I/We agree that I/we shall be the only authorized user of the Internet Trading Services under this Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to me/us by the Company.
本人/吾等同意，本人/吾等為本協議項下互聯網交易服務之唯一授權使用者，將會對本公司發給的交易密碼之保密、安全和使用自行承擔全部責任。
- 4.5 I/We acknowledge and agree that I/we shall be wholly and solely responsible for all instructions entered through the Internet Trading Services. I/We further acknowledge that the Internet Trading Services, and the software comprised in them, are proprietary to the Company. I/We undertake and warrant that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Internet Trading Services, and any of the software comprised in them. I/We agree that the Company shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and I/we acknowledge that you may take legal action against me/us, if I/we at any time breaches this warranty and undertaking or if you at any time reasonably suspects that I/we has/have breached the same. I/We undertake to notify the Company immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.
本人/吾等承認並同意對透過互聯網交易服務發出的所有買賣指示自行承擔全部責任，並進一步承認互聯網交易服務以及構成上述服務的軟件均為本公司專有。本人/吾等承諾和保證不會和不會嘗試以任何其他方式改變、修改、破解編程、

以反向編程破解、破壞、毀壞或以其他方式更改互聯網交易服務以及構成上述服務的軟件的任何部分，亦不會嘗試在未獲授權的情況下使用上述任何部份服務。倘若本人 / 吾等在任何時間違反上述承諾和保證或本公司於任何時間合理懷疑本人 / 吾等已有上述違反時，本人 / 吾等同意本公司有權不經通知即時終止本人 / 吾等的任何和所有賬戶，本人 / 吾等亦承認 本公司可對本人 / 吾等採取法律行動。本人 / 吾等承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知 本公司。

- 4.6 Unless otherwise agreed between the Company and me/us, the Company will not execute any trading orders of me/us until there are sufficient cleared funds, securities or other assets acceptable to the Company in my/our Account(s) to settle my/our transactions.

除非本人 / 吾等的賬戶（等）有足夠的已結算款項、證券或其他本公司所接受的資產以交收本人 / 吾等的交易，否則本公司不會執行本人 / 吾等的任何交易指示，但本公司與本人 / 吾等另訂協議者除外。

- 4.7 The Company will not be deemed to have received my/our instructions or have executed my/our orders unless and until I/we am/are in receipt of message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.

除非及直至本人 / 吾等已收到本公司以電子或書面形式發出的信息，表示收到或確認已執行本人 / 吾等的買賣指示，否則 本公司不得被視為已收到或已執行本人 / 吾等的買賣指示。

- 4.8 I/We acknowledge and agree that, as a condition of using the Internet Trading Services to give instructions, I/we shall immediately notify the Company if:

本人 / 吾等承認並同意，作為使用互聯網交易服務發出買賣指示的一項條件，倘若發生下述事項，本人 / 吾等會即時通知本公司：

- (a) an instruction has been placed through the Internet Trading Services and I/we have not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
本人 / 吾等已經透過互聯網交易服務發出買賣指示，但並無收到指示編號或對買賣指示或其執行的準確確認（不論是以書面、電子還是口頭方式作出）；
- (b) I/We have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/we did not instruct or any similar conflict;
本人 / 吾等收到一項本人 / 吾等並無發出指示的交易確認（不論是以書面、電子還是口頭方式作出）或有類似衝突；
- (c) I/we become aware of any of the acts stated in clause 4.5 being done or attempted by any person;
本人 / 吾等獲悉任何人士正在進行或嘗試進行第 4.5 條所述的任何行動；
- (d) I/we become aware of any unauthorised use of my/our Access Codes; or
本人 / 吾等獲悉有未獲授權而使用本人 / 吾等交易密碼的情況；及
- (e) I/we have difficulties with regard to the use of the Internet Trading Services.
本人 / 吾等在使用互聯網交易服務時遇到困難。

- 4.9 I/We agree to review every order before entering it as it may not be possible to cancel the instructions once given.

本人 / 吾等同意在輸入每個買賣指示之前會加以覆核，因為買賣指示一經作出，便可能無法取消。

- 4.10 I/We agree that the Company shall not be liable for any loss I/we or any other person may suffer as a result of using or attempting to use the Internet Trading Services. I/We further undertake to indemnify the Company, on a full indemnity basis, on demand, for any loss or damage, the Company may suffer as a result of the use of the Internet Trading Services, except for damages caused by willful default or gross negligence on the part of the Company.

本人 / 吾等同意本公司不會就本人 / 吾等或任何其他人士使用或嘗試使用互聯網交易服務可能遭受的任何損失承擔責任。本人 / 吾等進一步承諾，對因使用互聯網交易服務可能使本公司遭受的任何損失或損害，於本公司要求時如數作出賠償，但因本公司故意失責違約或重大疏忽引起的損害除外。

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

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

5. **Safekeeping of Securities 證券的保管**

- 5.1 Any securities which are held by the Company for safekeeping may, at the Company's discretion
由本公司寄存妥為保管的任何證券，本公司可以酌情決定：

- i. (in the case of registrable securities) be registered in my/our name or in the name of the Company's nominee; or
（如屬可註冊證券）以本人 / 吾等的名義或以本公司的代理人名義註冊；或
- ii. be deposited in safe custody in a designated account with the Company's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.
存放於本公司的往來銀行或提供文件保管設施的任何其他機構妥為保管。如屬香港的證券，該機構應為證監會認可

的提供保管服務機構。

5.1A I/We understand that the Company do not accept any physical stock scrip deposited by post or courier and will not bear responsibility for any loss or delay arising from delivery of stock scrip via such means.

本人/吾等清楚明白本公司不接受經由快遞公司或郵寄股票存入本人/吾等的戶口；本人/吾等同意本公司不會承擔任何因此而引起的遺失、延誤等所有責任及損失。

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

倘證券未以本人 / 吾等的名義註冊，本公司於收到該等證券所獲派的任何股息或其他利益時，須按本人 / 吾等與 本公司的協議記入本人 / 吾等的戶口或支付予或轉賬予本人 / 吾等。倘該等證券屬於本公司代客戶持有較大數量的同一證券的一部份，本人 / 吾等有權按本人 / 吾等所佔的比例獲得該等證券的利益。

5.3 The Company do not have my/our written authority under Securities and Futures Rules (Cap.571(H)) to:

本人 / 吾等並無根據《證券及期貨規則》第 571 (H) 以書面授權本公司：

- (i) deposit any of my/our securities with a banking institution as collateral for an advance or loan made to the Company, or with the Clearing House as collateral for the discharge of the Company's obligation under the clearing system
將本人 / 吾等的任何證券存放在銀行業機構，作為本公司所獲墊支或貸款的抵押品，或者存放在中央結算公司，作為履行本公司在結算系統下之責任的抵押品
- (ii) borrow or lend any of my/our securities
借貸本人 / 吾等的任何證券
- (iii) otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.
基於任何目的以其他方式放棄本人 / 吾等的任何證券之持有權 (交由本人 / 吾等持有或按本人 / 吾等的指示放棄持有權除外)。

6. Cash Held For Me/ Us 代本人 / 吾等保管的現金

Any cash held for me/us, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time and any interest accrued therefrom shall belong to the Company.

代本人 / 吾等保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內（此等現金不包括 本公司就交易取得，而且須為交收而轉付或轉付予本人 / 吾等的現金）及任何由此產生的利息將屬於本公司。

7. Default and Set off 違約及抵銷

7.1 Any of the following non-exclusive and non-exhaustive events shall constitute an event of default: (a) I/We has/have breached any material term(s) of this agreement or defaulted in respect of any Transaction with the Company; (b) I/We fails to pay for or otherwise settle any purchase or other Transaction under this Agreement when due; (c) a voluntary or involuntary case or other procedure is commenced against my/our seeking or proposing bankruptcy, liquidation, reorganisation, an arrangement or composition, a freeze, standstill or moratorium, or other similar relief with respect to me/us or my/our debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to me/us, if insolvent) or seeking the appointment of an insolvency official in respect of me/us or any substantial part of my/our assets ; or (d) any warranty order of attachment or distress or equivalent is filed against to me/us.

以下任何非排他的和非窮盡列舉的事件應構成違約事件：(a)根據本公司判斷，本人 / 吾等違反本協議書的任何重大條款或在交易中違約；(b) 本人 / 吾等未能在到期日對買入賣出證券或其他交易進行支付或清算；(c)針對本人 / 吾等啟動的自願或非自願的案件或其他程序，以尋求或提議破產、清算、重組、達成安排或和解、凍結、停頓或延期償付或任何破產、清算、監管、監督或類似法律（包括任何在本人 / 吾等破產情形下對其適用的任何公司法或其他法律）下對本人 / 吾等或本人 / 吾等債務相似的救濟，或尋求就本人 / 吾等或本人 / 吾等資產的任何重要部分任命破產官員；或 (d) 任何擔保扣押令或類似事情。

7.2 If an event of default occurs, without prejudice to any other rights or remedies that the Company may have against me/us and without further notice to me/us, the Company shall be entitled to: (a) cancel any or all outstanding orders or any other commitments made on my/our behalf; (b) cover any short position in the Account through the purchase of Securities or liquidate any long position in the Account through the sale of Securities; (c) sell, dispose of or otherwise deal with in whatever manner any Securities in the Account and any Securities deposited by me/us with the Company; (d) sell or realize all or any part of my/our property held by the Company in such manner and upon such terms as the Company may conclusively decide and satisfy my/our obligations and indebtedness towards the Company of the net proceeds (with fees, expenses and costs deducted).

假如發生違約，在不損害本公司擁有的涉及本人 / 吾等的其他權利或法律補救方法的情況下，本公司無須通知本人 / 吾等即可有權：(a) 取消所有未執行令單或任何其他代理本人 / 吾等作出的承諾；(b)在本人 / 吾等帳戶中，通過買入證券將其帳戶中任何的頭空倉位予以填補，或通過賣出證券將其帳戶中任何的好倉位予以平倉；(c) 將本人 / 吾等帳戶中的任何證券，或本人 / 吾等存在 本公司處的任何證券賣出或以其他任何方式進行處理；(d) 以 本公司全權決定的方式和條件出售持有的本人 / 吾等資產，並將出售和變現的淨收益（扣除費用與成本後）用於償付本人 / 吾等對本公司的債務。

7.3 Unless expressly provided otherwise in the Agreement, all sums payable by me/us under the Agreement shall be paid in full without set off or counterclaim or any restriction or condition.

除非本協議書另有明確規定，本人 / 吾等根據本協議書應付的所有款項均應全額支付而不得被抵銷或反訴或受制於任何限制或條件。

7.4 I/We irrevocably and unconditionally authorises the Company to apply any amounts standing to the credit of the Accounts and/or any other account(s) in my/our name with the Company or the Company's Affiliates in reduction of any amounts payable by me/us under the Agreement.

本人 / 吾等不可撤銷且無條件的授權本公司將帳戶和或以本人 / 吾等名義開立於本公司或本公司的關聯方處的任何其他帳戶中的任何金額用於減少本人 / 吾等根據本協議書所應支付的任何金額。

- 7.5 Either party may terminate this Agreement at any time provided a written notice is given to the other party. I/We understands, upon the presentation of such notice, that my/our Account shall be restricted to the closing transactions only (i.e. may sell existing securities or purchase securities in the market to cover any short position in my/our Account). However, the Company may terminate this Agreement at any time without prior notice to me/us if I/we breach or fail to comply with any of the terms and conditions set out herein (termination for cause). Any termination is conditioned on the satisfaction of any outstanding indebtedness and/or obligations in my/our Account, including but not limited to any debit balance, executed and yet unpaid purchases, and the settlement of the subscription, allocation and acquisition of the shares of a new listing and issue and shall not affect any Transaction already entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.

本公司或本人 / 吾等，在書面通知對方後，都可隨時終止本協議書。本人 / 吾等理解，在提交此書面通知後，本人 / 吾等的帳戶將被限制於只能進行平倉交易(即出售現有證券或買入證券以彌補空頭倉位)。惟如本人 / 吾等違反或未能遵守本協議所載任何條款及條件，本公司可在無須事先通知本人 / 吾等的情況下隨時終止本協議（即因違約而終止）。任何對本協議書的終止的前提是本人 / 吾等帳戶中的未清償債務得到清償，未履行義務得到履行，包括但不限於任何借方餘額，已成交但未支付的買入交易，股票申購的清算以及新上市和新發行股票的劃撥和取得，而且不影響在協議書終止之前已經執行的任何交易，也不損害或影響雙方此前產生的任何權利、責任和義務。

8. General 一般規定

- 8.1 All securities held in or for my/our Account shall be subject to a general lien in favour of the Company as security for the due performance and discharge of all obligations and liabilities owing by me/us to the Company in connection with securities transactions conducted on my/our behalf. The Company may, without further notice, dispose of all or any part of such securities for the purpose of settling any outstanding liabilities owed by me/us to the Company or any of its associated entities.

所有存放於本人 / 吾等帳戶內或以本人 / 吾等名義持有之證券，均受制於貴公司之全面留置權，以作為本人 / 吾等就貴公司代表本人 / 吾等進行之證券交易所產生之所有義務與法律責任之履行及清償之擔保。本公司可在毋須另行通知本人 / 吾等的情況下，處置全部或部分有關證券，以清償本人 / 吾等對本公司或其任何聯屬實體所欠之任何未償還責任。

- 8.2 If the Company fails to fulfil its obligations to me/us under this Agreement, I/We shall have the right to file a claim under the Compensation Fund established pursuant to the Securities and Futures Ordinance, subject to the terms and conditions of the Compensation Fund in effect from time to time.

倘本公司未有根據本協議履行對本人 / 吾等所負責任，本人 / 吾等有權根據《證券及期貨條例》成立的賠償基金提出索償，惟須受該賠償基金不時生效的條款與條件所規限。

- 8.3 I/We undertake to promptly notify the Company of any material changes to my/our personal or corporate particulars, including but not limited to changes in name, address, identity card, passport, business registration certificate, corporate documents, or any other official identification documents.

本人 / 吾等承諾，倘若本人 / 吾等之個人或公司資料有重大變更，包括但不限於姓名、地址、身分證、護照、商業登記證明書、公司文件或任何其他官方身份識別文件，將會立即通知貴公司。

- 8.4 The Company undertakes to notify me/us of any material changes to the following:

本公司承諾如出現下列任何重大變更，將通知本人 / 吾等：

- (i) the name and/or address of the Company, including its registration status with the Securities and Futures Commission and its CE number;
本公司之名稱及 / 或地址，包括其於證監會之註冊狀況及中央編號（CE 編號）；
- (ii) the nature of services provided or available to me/us, including but not limited to securities cash accounts, securities margin accounts, discretionary accounts, portfolio management, investment advisory services, unit trusts, and futures/options accounts;
向本人 / 吾等提供或本人 / 吾等可使用之服務性質，包括但不限於證券現金帳戶、保證金帳戶、全權委託帳戶、投資組合管理、投資顧問服務、單位信託及期貨／期權帳戶；
- (iii) remuneration (and the basis for payment) such as commission, brokerage and other fee and charges
任何酬勞(及其支付基準)，例如佣金、經紀費及其他費用及收費
- (iv) details of margin requirement, interest charges, margin calls, and the circumstances under which my/our position may be closed without my/our consent.
保證金要求、利息收費、追繳保證金的細節，以及在何種情況下，貴公司可無需本人 / 吾等事先同意而將本人 / 吾等之持倉平倉。

- 8.5 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/we understand.

本人 / 吾等確認本人 / 吾等已詳閱並同意本協議書的條款，而且該等條款已經以本人 / 吾等明白的語言向本人解釋。

- 8.6 To the extent permitted by applicable law, the Company may from time to time amend any terms and conditions of this Agreement by giving notice to me/us, and such amendments shall become effective immediately upon deemed receipt of such notice. I/We acknowledge and agree that if I/we do not accept any such amendments (including changes to commission rates or fees), I/we shall have the right to terminate this Agreement in accordance with the relevant termination provisions. I/We further agree that any such amendments shall be deemed accepted by me/us if I/we continue to conduct Transactions through my/our Account without expressly objecting in writing to such amendments prior to the relevant Transaction(s).

在適用法律允許的範圍內，貴公司可不時對本協議書的任何條款及條件作出修訂，並通知本人 / 吾等；該等修訂於本人 / 吾等被視為已收到通知時即時生效。本人 / 吾等確認並同意，倘本人 / 吾等不同意任何修訂（包括佣金率或收費變更），有權根據本協議中有關終止條款終止本協議。本人 / 吾等亦同意，如本人 / 吾等在未以書面方式明確提出異議前，繼續使用帳戶進行交易，則該等修訂將被視為已被本人 / 吾等接受。

- 8.7 The Company shall notify me/us of any material changes to the information previously provided to me/us which may

affect the services rendered under this Agreement.

本公司將通知本人 / 吾等任何可能影響根據本協議向本人 / 吾等提供服務的資訊或經營方面之重大變更。

- 8.8 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

9. TAX STATUS - SELF-CERTIFICATION FORM 稅務狀況 - 自我證明表格

- 9.1 This is a self-certification form provided by an account holder to a reporting financial institution (the company) for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the company to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.

這是由帳戶持有人向申報財務機構(本公司)提供的自我證明表格，以作自動交換財務帳戶資料用途。本公司可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。

- 9.2 An account holder should report all changes in his/her tax residency status to our company.

如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知本公司。

- 9.3 I/We acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder maybe resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人 / 吾等知悉及同意，財務機構可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

- 9.4 I /We undertake to advise the company of any change in circumstances which affects the tax residency status of the individual identified of this form or causes the information contained herein to become incorrect, and to provide the company with a suitably updated self-certification form within 30 days of such change in circumstances.

本人 / 吾等承諾，如情況有所改變，以致影響本表格所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人 / 吾等會通知本公司，並會在情況發生改變後 30 日內，向 貴公司提交一份已適當更新的自我證明表格。

- 9.5 I /We declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.

本人 / 吾等聲明就本人 / 吾等所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

- 9.6 WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

- 9.7 警告：根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級 (即\$10,000) 罰款。

RISK DISCLOSURE STATEMENT

風險披露聲明書

1. GENERAL RISK DISCLOSURE 一般風險披露

- 1.1 I/We acknowledge that the price of securities traded on the Main Board of the Stock Exchange of Hong Kong Limited ("the Exchange") and/or the Growth Enterprises Market ("GEM") (unless specifically referred to are collectively referred to as "the Market") can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities traded on the Market. I/We also acknowledge that there may be risks in leaving securities in safekeeping of the Company. For example, if the Company are holding my/our securities and the Company become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
- 本人 / 吾等知悉主板及/或創業板(除非特別指明, 否則統稱"市場")的證券價格可能會波動, 任何個別證券的價格皆可上升或下跌, 甚至可能變成毫無價值。買賣市場上的證券不一定獲利, 而且存在著可能損失的風險。本人 / 吾等也知道將證券交給 本公司保管可能存在風險。例如當 本公司持有本人 / 吾等的證券而本公司無力償債時, 本人 / 吾等取回證券的時間可能會受到嚴重阻延。本人 / 吾等願意承擔此等風險。
- 1.2 I/We understand that GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, I/we understand that companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I/We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
- 本人 / 吾等明白創業板之市場設計乃為可能附有高風險的公司而設, 本人 / 吾等亦尤其明白公司可在沒有往績紀錄及在不需負責預測未來表現的情況下在創業板上市。本人 / 吾等清楚了解, 因創業板上市公司的新興發展性質, 其營運的業務行業或國家而所引致的風險。
- 1.3 I/We am/are aware of the potential risks of investing in companies listed on GEM and understand that I/we should make the decision to invest only after due and careful consideration. I/We understand the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 本人 / 吾等知道投資在創業板上市之公司的潛在風險, 故此本人 / 吾等明白必須經過審慎考慮後才作出投資決定。本人 / 吾等亦明白創業板的較高風險性質及其他特點, 應當更適合專業及其他熟悉投資技巧的投資者。
- 1.4 Given the emerging nature of companies listed on GEM, I/we understand there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.
- 基於創業板上市公司的新興發展性質, 本人 / 吾等明白於創業板進行買賣將可能面對比較於主板買賣證券為高的市場波幅及不確保於創業板買賣時得到一個有流通量的市場。
- 1.5 I/We further understand that the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazetted newspapers. Accordingly, I/we acknowledge that I/we need to have access to up-to-date information on GEM-listed companies as published on the GEM website.
- 本人 / 吾等亦明白創業板的主要信息發放渠道是透過聯交所運作的互聯網網頁刊登消息。創業板上市公司一般不須在憲報所登的報章上刊登付費公告。因此, 本人 / 吾等知悉本人 / 吾等須獲取經由創業板網頁發佈的創業板上市公司的最新資料。
- 1.6 I/We acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of the Market. I/We understand that I/we should undertake my/our own research and study on the trading of securities on the Market before commencing any trading activities.
- 本人 / 吾等確認此風險披露聲明書並不能申述所有風險及市場上其他的主要內容。本人 / 吾等明白在進行買賣活動之前須自行進行資料搜集及研究有關證券的買賣。
- 1.7 I/We understand that I/we should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on the Market.
- 本人 / 吾等明白如本人 / 吾等對此風險披露聲明書的任何方面或對買賣市場上證券的性質及風險有不明確或不明白之處, 本人 / 吾等須取得獨立專業的意見。
- 1.8 I/We acknowledges and agrees that the Client Assets received or held by the licensed or registered persons 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, my/our Assets may not enjoy the same protection as that conferred on the Client's Assets received or held in Hong Kong.
- 本人 / 吾等確認並同意, 本公司在香港以外地方收取或持有的客戶資產, 是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此, 有關本人 / 吾等證券或資金將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

2. RISK OF PROVIDING AN AUTHORITY TO LEND OR DEPOSIT SECURITIES WITH THIRD PARTY

提供將本人/吾等的證券借出予或存放於第三方的授權書的風險

- 2.1 I/We acknowledged that I/we am/are aware that there is risk if I/we provide my/our dealer or securities margin financier with an authority that allow it to lend my/our securities to or deposit them with certain third parties under Securities and Futures Rules (cap.571(H)) and related Rules. This is allowed only if I/we consent in writing. The consent must specify the period for which it is current, which cannot exceed 12 months.
- 本人 / 吾等確認並知悉向本人 / 吾等的交易商或證券保證金融資人提供授權書, 容許其根據《證券及期貨規則》(第 571(H))及有關規則, 將本人/吾等的證券借出予或存放於第三方, 存在一定風險。該項允許僅限於本人 / 吾等已就此給予書面同意的情況下方行有效。上述書面同意必須指明有效期, 而該段有效期不得超逾 12 個月。

- 2.2 I/We acknowledge that I/we am/are aware that I/we am/are not required by any law to sign these authorities. I/We confirmed that when I/we opened the Margin Account (if applicable) with the Company, I/we have signed these authorities and I/we confirm that staff of the Company has explained to me/us the purposes for which such authorities is/are to be used. 本人 / 吾等確認並知悉現時並無任何法例規定本人 / 吾等必須簽署這些授權書。本人 / 吾等確認當本人 / 吾等於本公司開設保證金戶口(如適用)時, 本人 / 吾等已簽署這些授權書, 同時本人 / 吾等確認本公司的職員已向本人 / 吾等闡釋將為何種目的而使用授權書。
- 2.3 I/We acknowledge that I/we am/are aware that if I/we sign one of these authorities and my/our securities are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities. Although my/our dealer or securities margin financier is called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/We have been invited to carefully consider whether such a financing arrangement is suitable in light of my/our own financial position and investment objectives and have so considered before signing such authorities. 本人 / 吾等確認並知悉倘若本人 / 吾等簽署授權書, 而本人 / 吾等的證券已借出予或存放於第三方, 該等第三方將對本人 / 吾等的證券具有留置權或作出押記。雖然本人 / 吾等的交易商或證券保證金融資人被要求於短期內補倉或償還利息, 倘若交易商未能於指定期限內支付所需的保證金款額或利息, 本人 / 吾等的抵押品可能會在未經本人 / 吾等的同意下被出售以償還債務。此外, 本人 / 吾等將要為本人 / 吾等的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。本人 / 吾等已被忠告並於簽署該等授權書之前, 已經仔細考慮這種融資安排是否適合本人 / 吾等的財務現況及投資目的。

3. RISK OF MARGIN TRADING 保證金買賣的風險

- 3.1 I/We acknowledge that the risk of loss in financing a transaction by deposit of collateral is significant. I/We may sustain losses in excess of my/our cash and any other assets deposited as collateral with the dealer or securities margin financier. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" Orders. I/We may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/We have been advised that I/we should therefore carefully consider whether such a financing arrangement is suitable in light of my/our own financial position and investment objectives. 本人 / 吾等知悉藉存放抵押品而為交易取得融資的虧損風險可能極大。本人 / 吾等所蒙受的虧蝕可能會超過本人 / 吾等存放於有關交易商或證券保證金融資人作為抵押權品的現金及任何其他資產。市場情況可能使備用買賣指示, 例如"止蝕"或"限價"指示無法執行。本人 / 吾等可能會被要求於短期內補倉或償還利息, 倘若本人 / 吾等未能於指定期限內支付所需的保證金款額或利息, 本人 / 吾等的抵押品可能會在未經本人 / 吾等的同意下被出售以償還債務。此外, 本人 / 吾等將要為本人 / 吾等的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。本人 / 吾等已被忠告仔細考慮這種融資安排是否適合本人 / 吾等的財務現況及投資目的。

4. RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED 在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險

- 4.1 I/We am/are aware that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. I/We should consult my/our dealer and become familiarized with the PP before trading in the PP securities. I/We have been advised and am/are aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of the Exchange. 本人 / 吾等知悉按照納斯達克—美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人 / 吾等在買賣該項試驗計劃的證券之前, 應先諮詢交易商的意見和熟悉該項試驗計劃。本人 / 吾等已被忠告並知悉, 按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

5. RISK DISCLOSURE OF INVESTING IN CHINA CONNECT 買賣中華通交易的風險

The following risk disclosure statements do not purport to disclose all the risks associated with China Connect. I/We should conduct my/our own research and analysis before engaging in any trading or investment. I/We should carefully consider whether such trading or investment is suitable for me/us in light of my/our financial situation and investment objectives. I/We am/are strongly advised to seek independent financial and professional advice before making any investment or trading decision. If I/we am/are uncertain about or do not fully understand any part of the following risk disclosure statements, or the nature and risks involved in the relevant transactions, I/we should seek independent professional advice. 以下風險披露聲明並未旨在揭示與「中華通」相關的所有風險。本人 / 吾等應在進行任何交易或投資前, 自行進行充分的研究與分析。本人 / 吾等應審慎考慮該等交易或投資是否適合本人 / 吾等的財務狀況及投資目標。本人 / 吾等強烈建議於作出任何投資或交易決定前, 尋求獨立的財務及專業意見。倘若本人 / 吾等對以下風險披露聲明的任何內容, 或所涉交易的性質與風險感到不確定或未能完全理解, 應尋求獨立專業意見。

5.1 Not protect by Investor Compensation Fund 不受投資者賠償基金保障

Investor should note that any Northbound or Southbound trading under Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. 投資者應須注意, 香港的投資者賠償基金並不涵蓋滬港通/深港通下的任何北向交易和南向交易。Hong Kong's Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorized financial institution in relation to exchange-traded products in Hong Kong. Examples of default are insolvency, in bankruptcy or winding up, breach of trust, defalcation, fraud, or misfeasance. As far as Southbound trading is concerned, since Mainland securities brokers are neither licensees nor registered institutions with the SFC in Hong Kong and they are not regulated by the SFC, the Investor Compensation Fund will not cover Southbound trading via Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect.

香港的投資者賠償基金主要保障任何因持牌中介人或認可財務機構因為違責事項，例如無償債能力、破產或清盤、違反信託、虧空、欺詐或不當行為，而導致任何國籍的投資者因涉及香港交易所上市或買賣的產品而蒙受的金錢損失。就港股通南向交易而言，由於中國內地的證券商並非香港證監會的持牌人或註冊機構，亦不受到證監會的規管，因此投資者賠償基金將不涵蓋港股通南向交易。

As for Northbound trading, according to the Securities and Futures Ordinance, the Investor Compensation Fund will only cover products traded in Hong Kong's recognized securities market (SEHK) and recognized futures market (Hong Kong Futures Exchange Limited, HKFE). Since default matters in Northbound trading via Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect do not involve products listed or traded in SEHK or HKFE, so similar to the case of investors trading overseas securities, they will not be covered by the Investor Compensation Fund.

就滬股通/深股通北向交易而言，根據《證券及期貨條例》，投資者賠償基金僅涵蓋在認可股票市場(聯交所)及認可期貨市場(期交所)上買賣的產品。由於滬港通/深港通北向交易違責事項並不涉及聯交所和期交所上市或買賣的產品，因此一如買賣海外證券的投資者，投資者賠償基金亦不涵蓋滬股通/深股通北向交易。

On the other hand, according to the Measures for the Administration of Securities Investor Protection Fund 《證券投資者保護基金管理辦法》，the functions of China Securities Investor Protection Fund (CSIPF, 中國投資者保護基金) include "indemnifying creditors as required by China's relevant policies in case a securities company is subjected to compulsory regulatory measures including dissolution, closure, bankruptcy and administrative takeover by China Securities Regulatory Commission (CSRC) and custodian operation" or "other functions approved by the State Council". As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland brokers, therefore they are not protected by CSIPF on the Mainland.

另一方面，根據《證券投資者保護基金管理辦法》，中國投資者保護基金的用途為「證券公司被撤銷、關閉和破產或被證監會實施行政接管、托管經營等強制性監管措施時，按照國家有關政策規定對債權人予以「償付」或「國務院批准的其他用途」。對於參與北向交易的香港投資者而言，由於他們是通過香港本地券商進行北向交易，該券商並非內地證券公司，因此中國內地投資者保護基金亦不涵蓋滬股通/深股通北向交易。

5.2 Quotas 額度

Trading under Shanghai and Shenzhen Connect will be subject to a Daily Quota. Northbound trading and Southbound trading are respectively subject to a separate set of Daily Quota, which is monitored by SEHK, SSE and SZSE respectively. The Daily Quota is applied on a "net buy" basis. Based on that principle, investors are always allowed to sell their cross-boundary securities regardless of the quota balance.

通過滬港通及深港通達成的交易將受制於每日額度。北向交易及南向交易分別受制於不同的每日額度，由聯交所、上交所及深交所分別監控。每日額度按「淨買盤」的基礎計算。基於此原則，不計額度結餘多少，投資者均可隨時出售跨境證券。

Daily Quota Balance = Daily QUOTA – Buy Orders + Sell Trades + Adjustments

每日額度餘額 = 每日額度 – 買盤訂單 + 賣盤成交金額 + 微調

The Daily Quota will be reset every day. Unused Daily Quota will NOT be carried over to next day's Daily Quota.

每日額度將會每日更新及維持相同水平。未使用的每日額度不會結轉至下一日的每日額度。

If the Northbound Daily Quota Balance drops to zero or the Daily Quota is exceeded during the opening call auction session, no buy orders will be rejected. However, as order cancellation is common during opening call auction, the Northbound Daily Quota Balance may resume to a positive level before the end of the opening call auction. When that happens, SEHK will again accept Northbound buy orders.

一旦北向每日額度餘額於開市集合競價時段降至零或交易已超過餘額，新的買盤將被駁回。不過，由於取消訂單在開市集合競價時段很普遍，北向每日額度餘額或可於開市競價時段完結前已回復正數水平。屆時，聯交所將再次接受北向買盤訂單。

Once the Northbound Daily Quota Balance drops to zero or the Daily Quota is exceeded during a continuous auction session, no further buy orders will be accepted for the remainder of the day. The same arrangement will be applied to the closing call auction of SZSE. It should be noted that buy orders already accepted will not be affected by the Daily Quota being used up and will remain on the order book of SSE and SZSE respectively unless otherwise cancelled by relevant SEHK Participants.

一旦北向每日額度餘額於連續競價時段降至零或交易已超過餘額，日內餘下時間將不再接受買盤訂單。同樣安排也適用於上交所/深交所的收盤集合競價時間。須注意，已獲接受的買盤訂單不會因每日額度用盡受影響，除非相關交易所參與者取消訂單，否則此等訂單將分別保留於在上交所及深交所的訂單記錄內。

5.3 Difference in trading day and trading hours 交易日及交易時間差異

I/We should note that, due to differences in public holiday between Hong Kong and Mainland China or other reasons such as bad weather conditions, there may be difference in trading days and trading hours in the two markets. Shanghai-Hong Kong / Shenzhen- Hong Kong Stock Connect will only operate on days when both markets are open for trading and when banks in both markets are open on the corresponding settlement days. So, it is possible that there are occasions when it is a normal trading day for the Mainland market but Hong Kong investors cannot carry out any A-share trading. I/We should take note of the days and the hours which Shanghai-Hong Kong / Shenzhen –Hong Kong Stock Connect is open for business and decides according to their own risk tolerance capability whether or not to take on the risk of price fluctuations in A-shares during the time when Shanghai – Hong Kong / Shenzhen-Hong Kong Stock Connect is not trading.

本人 / 吾等應注意因香港和內地的公眾假期日子不同或惡劣天氣等其他原因，兩地交易日及交易時間或有所不同。由於滬港通/深港通只有在兩地市場均為交易日、而且兩地市場的銀行在相應的款項交收日均開放時才會開放，所以有可能出現內地市場為正常交易日、而香港投資者卻不能買賣 A 股的情況。本人 / 吾等應該注意滬港通/深港通的開放日期及時間，並因應自身的風險承受能力決定是否在滬港通/深港通不交易的期間承擔 A 股價格波動的風險。

5.4 Restrictions on selling imposed by front-end monitoring 前端監控對沽出的限制

I/We must ensure he/she has sufficient shares in their accounts opened with Winner International Securities Limited when placing sell orders for trading Shanghai Stock Exchange Securities/Shenzhen Stock Exchange Securities. If the shares are held in an account maintained with another Exchange Participant or a custodian, I/We must ensure that such shares are successfully transferred to the Company by T-1 in order to execute a sell order on T day.

就滬股通/深股通落盤訂單時，本人 / 吾等必須確保其開立的戶口有足夠股份。若有關股份存放於另一證券行或託管人所開立之賬戶內，則本人 / 吾等必須確保該等股份已於 T-1 日成功轉入本公司，以便於 T 日執行賣出指令。

5.5 **The recalling of eligible stocks 合資格股票的調出**

When a stock is recalled from the scope of eligible stocks for trading via Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect for above-mentioned reasons, the stock can only be sold but restricted from being bought. This may affect my/our investment portfolio and trading strategies. I/We should therefore closely monitor the list of eligible stocks as published and updated from time to time by the SSE, SZSE, and SEHK.

當一些原本為滬股通/深港通合資格股票由於前述原因被調出滬股通/深港通範圍時，該股票只能被賣出而不能被買入。此情況可能對本人 / 吾等的投資組合及交易策略產生影響。因此，本人 / 吾等應密切留意由上海證券交易所、深圳證券交易所及香港聯合交易所不時發佈及更新的合資格股票名單。

5.6 **Currency risks 貨幣風險**

Hong Kong and overseas investor who holds a local currency other than RMB will be exposed to currency risk if he/she invests in a RMB product due to the need for the conversion of the local currency into RMB. During the conversion, Investor will also incur currency conversion costs. Even if the price of the RMB asset remains the same when you purchase it and when you redeem / sell it, you will still incur a loss when you convert the redemption / sale proceeds into local currency if RMB has depreciated.

香港及海外的投資者若以人民幣以外的本地貨幣投資人民幣資產，由於要將本地貨幣轉換為人民幣，便需承受匯率風險。在匯兌過程中，將會牽涉轉換貨幣的成本。即使該人民幣資產的價格不變，於轉換貨幣的過程中，如果人民幣貶值，亦會有所損失。

5.7 **Trading and settlement currency 交易及交收貨幣**

Northbound investments in SSE/SZSE securities shall be traded and settled in Renminbi (RMB). The Company may provide currency exchange services to investors engaging in Northbound trading. In the event that the Company is required to calculate any debit balance due from the Investor, the Company may convert Renminbi into other currencies or vice versa at a rate of exchange determined by the Company in its sole discretion.

滬股通／深股通投資將以人民幣（RMB）進行交易及交收。本公司可向從事滬股通／深股通交易的投資者提供貨幣兌換服務。如本公司需計算投資者之任何借方結餘時，可全權酌情按本公司所釐定的匯率，將人民幣兌換為其他貨幣，或反之亦然。

- (a) The exchange rate shall be determined by the Company in its sole discretion, with reference to the prevailing rates in the foreign exchange market;
有關匯率乃由本公司參考外匯市場當時之匯率後全權釐定
- (b) Any conversion from one currency into another may be effected by the Company in such manner and at such times as it may in its absolute discretion;
本公司有絕對酌情權決定以任何方式或時間，將款項從任何貨幣或轉換為任何貨幣；
- (c) The costs of conversion and any loss arising as a result of fluctuations in the exchange rate of the relevant currency will be entirely for the account and risk of the Investor; and
若須一種貨幣轉換為另一種貨幣，轉換的成本及任何因有關貨幣匯率波動而引致的損失，全部歸於投資者及由投資者承擔風險；及
- (d) Investor authorizes the Company to debit his/her Account for any expenses incurred in effecting any currency conversion.
投資者授權本公司從客戶的帳戶扣除在進行任何貨幣轉換時招致的任何開支。

5.8 **Application Law and Regulations 適用法律及規定**

All Transaction executed in the Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect shall be subject to the regulations used by China Securities Regulatory Commission (CSRC) and the SFC. Investor agrees to do such things as the Company may require to ensure compliance with all relevant or applicable laws, rules, regulations, by-laws, constitution, orders, directives, notices, circulars, coded, customs, usages (whether of government bodies, authorities, exchange, market, clearing house or settlement system, and whether or not having the force of law).

滬股通/深港通交易均應受中國證監會及香港證監會的法規所管轄，而且本公司按一般條例及此附錄採取的一切行動均應對客戶具有約束力。投資者同意採取贏家國際證券有限公司可能要求的行動以確保遵守所有有關或適用的法律、條例、法規、細則、憲章、命令、指令、通知、通函、守則、習俗和慣例(不論屬政府機關、機構、交易所、市場、結算所的或結算系統的，也不論是否具有法律效力)。

5.9 **Disclosure of Information 資料的披露**

Under the current PRC rules, when Investor holds or controls up to 5% of the issued shares of a Mainland listed company, the investor is required to report in writing to CSRC and the relevant exchange, and inform the listed company within three working days. Investor is not allowed to continue purchasing or selling in the listed company during the three days. And every time when a change in his shareholding reaches 5%, the investor is required to make a disclosure within three working days. Form the day the disclosure obligation arises to two working days after the disclosure is made, the investor may not buy or sell the shares in the relevant Mainland listed company. If a change in shareholding is less than 5% but results in the shares held or controlled by him falling below 5% of the relevant Mainland listed company, the Investor is required to disclose the information within three working days.

根據現行中國的法律，當任何一名投資者持有或控制上交所/深交所上市發行股份達 5% 時，其須於三日內以書面形式向中國證監會及有關交易所匯報，並通知上市發行人。該投資者不得於該三日內買賣有關上市發行人的股份。就該投資者而言，每當其持股量增加或減少 5%，即須於三個工作內作出披露。由披露責任當天起至作出披露後兩個工作日內，該投資者不得買賣該上市發行人的股份。若該投資者的持股量變動少於 5%，但導致其所持有或所控制該上市發行人的已發行股份總量低於 5%，投資者亦須於三日內披露有關信息。

5.10 **Foreign shareholding restrictions 外資持股比例限制**

The CSRC stipulates that, when holding Mainland A-shares through Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect, Hong Kong and overseas investors are subject to the following shareholding restrictions:

中國證監會規定，香港及海外投資者透過滬股通/深股通持有內地 A 股，會受以下持股比例限制：

- (a) Single foreign investors' shareholding by any Hong Kong or overseas investor in an A share must not exceed 10% of the total issued shares; and
單一香港及海外投資者對單一上市公司的持股比例，不得超過該上市公司股份總數的 10%；及
- (b) Aggregate foreign investors' shareholding by all Hong Kong and overseas investors in an A share must not exceed 30% of the total issued shares.
Foreign investors mean investors who trade A shares through QFII, RQFII and Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect. After implementation of Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect, when aggregate foreign shareholding reaches 28%, HKEx will stop accepting further buy orders on that A share, until shareholding lowers to 26%. If the aggregate foreign shareholding exceeds 30% and the excess is due to Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect, HKEx will identify the relevant exchange participant and it is required to unwind his position on the excessive shareholding according to a last-in-first-out basis within a specific period. Investors should accordingly comply with the 10% single foreign investors' restriction and forced-sale arrangement.
所有香港及海外投資者對單一上市的A股的持股比例總和，不得超過該上市公司股份總數的30%。
境外投資者指利用 QFII、RQFII 及滬港通/深港通買賣 A 股的投資者。於滬港通/深港通推出後，當所有境外投資者的持股比例總和達 28%，港交所會停止接受該 A 股之買賣指示，直至持股比例總和回落至 26%；若持股比例總和超出 30%，而有關超出乃由滬股通/深股通交易引致，港交所會於核實有關交易的相關交易所參與者後，投資者會被要求在規定時限內對超過限制的部份按照「後買先賣」的原則予以平倉。投資者需遵守單一境外投資者 10% 持股比例的限制，以及就強制出售的可能性之安排。

5.11 Taxes and Other Payment 稅務及其他付款

Trading SSE/SZSE Securities under Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect will be subject to SSE/SZSE's Handling Fee and Securities Management Fee, together with ChinaClear's "Transfer Fee".

透過滬港通/深港通買賣滬股通/深股通股票將須繳納上交所/深交所現行的交易相關費用(即：經手費、證管費)以及中國結算相關費用(即：過戶費)。

I/We should note that certain existing CCASS fees still apply, including stock settlement fee for settlement instructions and money settlement instructions and money settlement fee. Subject to the SFC's approval, HKSCC will also impose a "New CCASS fee" (in HKD), called "Portfolio Fee", on its CCASS Participants for providing depository and nominee services for their SSE/SZSE Securities held in CCASS. The New CCASS Fee will be collected on a monthly basis. Besides, taxes imposed by the State Administration of Taxation (SAT), including stamp duty and dividend tax will also be applied to the Northbound trades and SSE/SZSE Securities acquired through Shanghai-Hong Kong/Shenzhen-Hong Kong Stock Connect. Any additional tax imposed by the SAT, if applicable, will be subject to further clarification with SAT.

本人 / 吾等須注意，某些中央結算系統費用將仍然適用於滬股通/深股通股市，包括與交收指示相關的股份交收費用以及款項交收費用。另外，香港結算將提供存管及代理人服務代其結算參與者持有滬股通/深股通股票。若獲得證監會批准，香港結算計劃將對此服務推出「證券組合費」。新的中央結算系統費用將按月以港幣收取。此外，國家稅務總局就上交所/深交所交易所收取的稅項，包括印花稅及股息稅，亦將適用於北向交易及透過滬港通/深港通購入的滬股通/深股通股票。就國家稅務總局規定的其他稅項(如適用)，香港交易所將與國家稅務總局進一步磋商。

5.12 RISK OF TRADING SSE/SZSE TRADED FUNDS (ETFs) 買賣上交所/深交所買賣基金的風險

Trading SSE/SZSE Traded Funds (ETFs), risk disclosure applied to point 7 - RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs)

買賣上交所/深交所買賣基金，風險披露亦適用於第 7 點 - 買賣交易所買賣基金的風險。

6 RISK OF TRADING DERIVATIVE WARRANTS ("DWs") / CALLABLE BULL/BEAR CONTRACTS (CBBCs) / INLINE WARRANTS ("IW"s)

買賣衍生權證 / 牛熊證 / 界內證的風險

6.1 ISSUER DEFAULT RISK 發行商失責風險

In the event that a DW / CBBC/IW issuer becomes insolvent and defaults on their listed securities, I/we will be considered as unsecured creditor and will have no preferential claims to any assets held by the issuer. I/We should therefore pay close attention to the financial strength and credit worthiness of DW / CBBC / IW issuers.

倘若衍生權證 / 牛熊證 / 界內證發行商破產而未能履行其對所發行證券的責任，本人 / 吾等只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，本人 / 吾等須特別留意衍生權證 / 牛熊證 / 界內證發行商的財力及信用。

6.2 UNCOLLATERALISED PRODUCT RISK 非抵押產品風險

Uncollateralised DWs / CBBCs / IWs are not asset backed. In the event of issuer bankruptcy, I/we can lose their entire investment. I/We should read the listing documents to determine if a product is uncollateralised.

非抵押衍生權證 / 牛熊證 / 界內證並沒有資產擔保。倘若發行商破產，本人 / 吾等可以損失其全數投資。要確定產品是否非抵押，本人 / 吾等須細閱上市文件。

6.3 GEARING RISK 槓桿風險

DWs / CBBCs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. I/We should be aware that the value of a DW / CBBC may fall to zero resulting in a total loss of the initial investment.

衍生權證 / 牛熊證是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。本人 / 吾等須留意，衍生權證 / 牛熊證的價值可以跌至零，屆時當初投資的資金將會盡失。

The level of gearing embedded in IW depends on a variety of factors including but not limited to time-to-expiry and spot price of the underlying asset compared to the lower and upper strike prices. IW will be expected to have a high effective gearing when trading price close to the lower or upper strike price, and a relatively low effective gearing in other cases. These differences in effective gearing are amplified when IWs are close to expiry.

界內證的實際槓桿比率取決於一系列因素，包括（但不限於）界內證距離到期的時間長短以及掛鈎資產現貨價比較於行使價上限及下限的差距。一般預期界內證於成交價接近行使價上限或下限價時的實際槓桿比率較高，否則於其他情況相對較低，而這些實際槓桿比率的差異於界內證臨近到期時尤為明顯。

6.4 EXPIRY CONSIDERATIONS 有效期的考慮

DWs / CBBCs / IWs have an expiry date after which the issue may become worthless. I/We should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

衍生權證 / 牛熊證 / 界內證設有到期日，到期後的產品即一文不值。本人 / 吾等須留意產品的到期時間，確保所選產品尚餘的有效期限能配合其交易策略。

6.5 EXTRAORDINARY PRICE MOVEMENTS 特殊價格移動

The price of a DW / CBBC / IW may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded price can be higher or lower than the theoretical price.

衍生權證 / 牛熊證 / 界內證的價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6.6 FOREIGN EXCHANGE RISK 外匯風險

I/We trading DWs / CBBCs / IWs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the DW / CBBC / IWs price.

若本人 / 吾等所買賣衍生權證 / 牛熊證 / 界內證的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響衍生權證 / 牛熊證 / 界內證的價格。

6.7 LIQUIDITY RISK 流通量風險

The stock Exchange of Hong Kong Limited requires all DW / CBBC / IW issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two-way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, I/we may not be able to buy or sell the product until a new liquidity provider has been assigned.

香港聯合交易所有限公司規定所有衍生權證 / 牛熊證 / 界內證發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責是在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，本人 / 吾等就有關產品不能進行買賣，直至有新的流通量提供者委任出來止。

6.8 TIME DECAY RISK (ONLY APPLICABLE FOR TRADING DERIVATIVE WARRANTS) 時間損耗風險（只適用於買賣衍生權證）

All things being equal, the value of a DW will decay over time as it approaches its expiry date. DWs should therefore not be viewed as long term investments.

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

6.9 VOLATILITY RISK (ONLY APPLICABLE FOR TRADING DERIVATIVE WARRANTS) 波幅風險（只適用於買賣衍生權證）

Prices of DWs can increase or decrease in line with the implied volatility of underlying asset price. I/We should be aware of the underlying asset volatility.

衍生權證的價格可隨相關資產價格的引申波幅而升跌，本人 / 吾等須注意相關資產的波幅。

6.10 MANDATORY CALL RISK (ONLY APPLICABLE FOR TRADING CALLABLE BULL/BEAR CONTRACTS)

強制收回風險（只適用於買賣牛熊證衍生權證）

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. I/We will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

投資者買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價 / 水平，牛熊證即停止買賣。屆時，本人 / 吾等只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。

6.11 FUNDING COSTS (ONLY APPLICABLE FOR TRADING CALLABLE BULL/BEAR CONTRACTS)

融資成本（只適用於買賣牛熊證衍生權證）

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, I/we will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs is stated in the listing documents.

牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，本人 / 吾等即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

6.12 PRICING STRUCTURE (ONLY APPLICABLE FOR TRADING INLINE WARRANTS)

定價結構（只適用於買賣界內證）

The pricing structure of the IWs requires investors to assess accurately the value of the IWs in relation to the expected probability of the valuation of underlying asset falling within the range between the upper strike price and the lower strike price (both inclusive). It may be difficult for me/us to properly value and/or to use as a hedging tool.

界內證的定價結構需要投資者就掛鈎資產估值處於上限價與下限價（兩者均包括在內）之間的價格範圍內的預期可能性準確評估界內證的價值。本人 / 吾等可能難以適當地評定其價值及 / 或將其用作對沖工具。

6.13 MAXIMUM POTENTIAL PAYOFF IS CAPPED (ONLY APPLICABLE FOR TRADING INLINE WARRANTS)

固定最高潛在回報（只適用於買賣界內證）

If the valuation of underlying asset falls within or at the price range between the lower strike price and the upper strike price (both inclusive), I/we will only receive a maximum payoff of HK\$1 per IWs at expiry. Therefore, the potential payoff is capped. 倘掛鈎資產估值處於下限價與上限價（兩者均包括在內）之間的價格範圍內，本人 / 吾等只會在到期時獲得每份界內證的最高回報 1 港元。因此，界內證的潛在回報是設有上限的。

6.14 CANCELLATION OF TRADE ABOVE HK\$1 (ONLY APPLICABLE FOR TRADING INLINE WARRANTS)

超過 1 港元的交易將被取消（只適用於買賣界內證）

Due to the pre-determined fixed maximum payment at expiry of HK\$1, an IWs should not be traded above HK\$1. Any trades executed at the price above HK\$1 shall not be recognized and will be cancelled by the Exchange.

由於界內證的回報上限為固定金額（每證 1 港元），因此界內證的交易價格不應高於回報上限 1 港元。所以，任何高於 1 港元的界內證交易將被取消，且不獲聯交所承認。

7 RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs) 買賣交易所買賣基金的風險

7.1 MARKET RISK 市場風險

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

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

7.2 TRACKING ERRORS 追蹤誤差

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

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

7.3 TRADING AT DISCOUNT OR PREMIUM 以折讓或溢價交易

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

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

7.4 FOREIGN EXCHANGE RISK 外匯風險

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

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

7.5 LIQUIDITY RISK 流通量風險

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

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

7.6 COUNTERPARTY RISK INVOLVED IN ETFs WITH DIFFERENT REPLICATION STRATEGIES

交易所買賣基金的不同複製策略涉及對手風險

(a) Full replication and representative sampling strategies 完全複製及選具代表性樣本策略

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

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

(b) Synthetic replication strategies 綜合複製策略

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

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

(i) Swap-based ETFs 以掉期合約構成

- Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.

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

- Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honour their contractual commitments.

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

(ii) Derivative embedded ETFs 以衍生工具構成

- ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.

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

- Derivative-embedded ETFs are subject to counterparty risk associated with the issuers of the underlying derivative instruments and may incur losses in the event that such issuers default or fail to fulfil their contractual obligations.

含衍生工具的交易所買賣基金 (ETF) 存在與衍生工具發行人相關的對手方風險，倘若該等發行人出現違約或未能履行合約義務，該等基金可能蒙受損失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

8 **RENMINBI RISK DISCLOSURE STATEMENT 人民幣風險披露聲明**

- 8.1 The value of the renminbi ("RMB") fluctuates against other currencies and will be affected by, amongst other things, control measures taken by the government of the People's Republic of China ("PRC"). (For example, the PRC government regulates conversion between the RMB and foreign currencies both in Hong Kong and Mainland China). As a result, the return on RMB products, including deposits, stocks, and other investment products may be adversely affected if said products are converted to another currency. Furthermore, the RMB is not freely convertible at present, and conversion of the RMB through banks in Hong Kong is subject to certain restrictions. In particular, conversion of the RMB by an individual customer is subject to a daily limit. If a customer intends to convert an amount in RMB from/to another currency that exceeds this daily limit, the customer should allow for a sufficient period of time for this conversion to be successfully processed.

人民幣兌其他貨幣的價值不時波動，並將受(其中包括)中華人民共和國(「中國」)政府的管制措施(例如中國政府規管於香港及中國內地的人民幣與外幣換算)影響。因此，如將人民幣產品，包括存款、證券及其他投資產品兌換成另一種貨幣，便可能對該產品的回報構成不利影響。此外，人民幣目前不可自由兌換，而經香港的銀行兌換人民幣須受若干限制，尤其是個人客戶兌換人民幣設有每日上限，如客戶擬將超過每日上限的人民幣金額兌換成另一種貨幣或自另一種貨幣兌換成人民幣，應給予足夠時間以完成兌換。

- 8.2 I/We intend to trade RMB securities should note that the prices of RMB securities fluctuate, sometimes dramatically, as with any other securities. RMB securities prices may move up or down, and may become valueless. It is as likely that losses may be incurred rather than profit made as a result of buying and selling securities. Before making any investment decision, I/we should consider carefully and seek professional advice where necessary.

本人 / 吾等如進行人民幣證券交易，應注意人民幣證券與其他證券一樣，價格會有波動，波幅有時頗大。人民幣證券的價格亦有可能上升或下跌，甚至變成毫無價值，因此買賣證券或會招致損失，而非獲利。本人 / 吾等在作出任何投資決定前，應小心考慮，並於有需要時諮詢專業顧問之意見。

Note: The terms "Renminbi" ("RMB") and "Chinese Yuan" ("CNY") are used interchangeably in this Agreement. Both refer to the official currency of the People's Republic of China.

附註：本協議中所提及之「人民幣」(RMB)及「中國元」(CNY)可互通使用，兩者均指中華人民共和國之法定貨幣。

9 **RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

提供代存郵件或將郵件轉交第三方的授權書的風險

- 9.1 I/We am/are aware that if I/we provide my/our dealer or securities margin financier with an authority to hold mail or to direct mail to third parties, I/we have been advised that it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

本人 / 吾等知悉假如本人 / 吾等向本人 / 吾等的交易商或證券保證金融資人提供授權書，允許他代存郵件或將郵件轉交予第三方，本人 / 吾等已被忠告須盡速親身收取所有關於本人 / 吾等帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

- 9.2 I/We understand that the signing of this risk disclosure statement is mandatory under the Rules of the Exchange. I/We understand that the Company will not be able to affect my/our instructions to deal in securities on the Market if this statement is not signed and acknowledged by me/us.

本人 / 吾等明白簽署此風險披露聲明書是交易所規則的硬性規定，本人 / 吾等明白本人 / 吾等未能簽署及確認此聲明書，本公司將不可以執行本人 / 吾等於市場買賣的指令。

- 9.3 This risk disclosure statement has been fully explained to me/us by the name of the registered person given below and I/we fully understand the contents hereof. I/We understand that the Company are required under the Rules of the Exchange to ensure that I/we am/are provided with a copy of this risk disclosure statement signed and dated by me/us and contains the declaration by the name of the registered person given below.

此風險披露聲明書已由下列簽署之註冊人士向本人 / 吾等全部解釋清楚，而本人 / 吾等亦明白其內容。本人 / 吾等明白根據交易所規則本公司必須為本人 / 吾等提供此份由本人 / 吾等簽署及填上日期，並載有由下列簽署之註冊人士的聲明的風險披露聲明書之副本。

10 **RISK OF TRADING BOND 買賣債券的風險**

- 10.1 **Issuer default risk:** There is a risk that the issuer may fail to pay the interest or principal as scheduled

發行商失責風險：發行商未能如期繳付利息或本金的風險。

- 10.2 **Interest Rate Risk:** When the interest rate rises, the price of a fixed rate bond will normally drop. If I/we want to sell the bond before it matures, that may get less than the purchase price.

利率風險：利率上升時，定息債券的價格通常會下降。如果本人 / 吾等打算在到期日之前出售其債券，所得的金額可能會低於買入價。

- 10.3 **Foreign Exchange Risk:** I/We trading the bonds denominated in a foreign currency face an exchange rate risk. Any fall in the foreign currency will reduce the amount investors receive when I/we can convert a payment of interest or principal back into the local currency.

匯率風險：如果債券以外幣定價，本人 / 吾等將要承受匯率波動的風險。當外幣貶值時，本人 / 吾等可收回的利息或本金在折算回本地貨幣後將會減少。

- 10.4 **Liquidity risk:** I/We may need to sell the bond before maturity due to urgent cash flow needs or to reallocate capital to other investments. However, if the liquidity of the secondary bond market is low, I/we may not be able to sell the bonds or may have to sell them at a loss.

流通量風險：若本人 / 吾等在債券到期前因現金流需求或資金調配需要而須出售債券，倘若債券二手市場流通性不足，則可能無法成功出售，或需以低於市場價出售，從而蒙受損失。。

- 10.5 **Reinvestment risk:** If I/we hold a callable bond, and market interest rates decline, the issuer may choose to redeem the bond prior to maturity. In such case, I/we may need to reinvest the proceeds, but the prevailing yields on other available bonds in the market may generally be less favorable than the original investment.

再投資風險：假如本人 / 吾等持有的是可贖回債券，當市場利率下調時，發行人可能會於到期前提早贖回該債券。在此情況下，本人 / 吾等或需將所得款項再投資於其他債券，而此時市場上其他可投資債券的孳息率通常會較原有投資為低。。

- 10.6 **Equity risk:** If the bond held by the investor is convertible or exchangeable into equities, I/we may also be exposed to equity risk associated with the underlying stock. A decline in the share price of the underlying stock will typically result in a decrease in the bond's market value.

股票風險：若本人 / 吾等所持有的債券為可轉換或可換股債券，則本人 / 吾等亦需承擔與相關正股所產生的股票風險。當正股價格下跌時，債券的市場價值亦通常會相應下調。

CLIENT DATA PRIVACY POLICY

客戶資料私隱政策

For the purpose of achieving the best service possible to the clients, the Company shall by using clients' information provide its client with convenient access to the right products and services. Having recognised of clients' high expectations regarding the use of client's information, the Company takes safeguarding of client's information as a serious matter and sets forth the following principles to affirm its long-standing commitment to confidentiality towards its clients:

本公司為達到對客戶提供最佳之服務目的，其中一個途徑就是利用客戶的資料，為客戶提供最方便的途徑，獲得合適的產品和服務。明白到客戶對於其個人資料的使用非常關注，對保護客戶資料乃本公司一直認真處理的事項。因此，公司訂立了以下守則，矢志承諾對客戶的資料保密：

1. From time to time, it shall be necessary for Client to supply the company with data (including "personal data" as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from time to time) in connection with the establishment or continuation of accounts or the provision of services by the company and generally Client's relationship with the company in Hong Kong. This may include but will not be limited to information obtained in relation to Client's identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client's financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow the company to use or disclose, such data may result in the company being unable to provide, or continue to provide any of the above facilities or services to or for Client in Hong Kong or elsewhere.

關於帳戶之開立或延續，或者本公司所提供之服務以及一般性就於香港客戶與本公司之關係，客戶有必要不時向本公司提供資料（包括不時修訂的《個人資料（私隱）條例》香港法例第 486 章）所定義之個人資料）。這可能包括但將不限於所獲取的與客戶身份（姓名、出生日期、護照/ 身份證號碼、地址、婚姻狀況、教育水平和就業信息）相關的信息，以及為確定客戶的財務狀況、風險偏好、收入（包括收入來源）和淨資產而收集的信息。如果無法提供或容許本公司使用或者披露該等資料，可能導致本公司無法在香港或其他地方向或為客戶提供或繼續提供任何設施或服務。

2. From time to time, clients who are individuals needs to provide the Company with their personal data (the "Data") for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). The purposes for which the Data (and other information) relating to clients may be used are as follows:

無論任何時候，個人名義的客戶均需要向本公司提供個人資料（「資料」），以作個人資料（私隱）條例（《香港法例》第 486 章）下之用途。有關客戶的資料（或其他資料）可能用於以下用途：

- Providing the daily operation of the services and facilities to clients;
向客戶提供之服務及設施之日常運作；
- Conducting credit checks;
進行信貸審查；
- Assisting other institutions to conduct credit checks;
協助其他機構進行信貸審查；
- Ensuring clients' ongoing credit worthiness;
確保客戶的信用維持良好；
- Designing financial services or related products for clients' use;
設計供客戶使用之金融服務或相關產品；
- Marketing financial services or related products to clients;
向客戶推廣金融服務及相關產品；
- Determining the amount of indebtedness owed to or by clients;
釐定拖欠客戶或客戶拖欠之債務金額；
- Conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management;
執行、尋求或取得信用審查、核對程序、資料確認、盡職審查以及風險管理；
- Maintaining Client's or any surety's credit history for present and future reference;
維持客戶的信用記錄作為現在或將來參考之用；
- Meeting the requirements to make disclosure under the requirements of the applicable laws or regulations; and
根據適用法律或規例之規定，符合作出披露之要求；及
- Any purposes relating to any of the foregoing.
與任何前述部份有關之任何用途。

3. The Data (and other information) held by the Company relating to its clients will be kept confidential but the Company may disclose, and it is a condition of the Company providing services, products and information to its clients that each client consents to the disclosure of all Data (and other information) by the Company to:

本公司持有之客戶有關的資料（及其他資料）將會被保密，但本公司可向以下人士披露所有資料（及其他資料），而客戶同意本公司向下述披露所有資料（及其他資料）亦是本公司向客戶提供服務、產品及資料之條件：

- Any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to the Company in connection with the operation of their business;
任何向本公司提供就本公司行政、信貸資料、債務追討、電訊、電腦、繳款或其他服務之業務運作之高級職員、僱員、代理、承包商或第三者；
- Any financial institution with which the client has or proposes to have dealings;
客戶已有或擬與之進行交易之任何金融機構；
- Regulatory authorities and other relevant government bodies and law enforcement officials in accordance with applicable laws;
監管當局及其他有關政府機構及根據適用法律之執法官員；

- Any person in accordance with the Laws or Regulatory Rules including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions;
符合法例或任何監管規則的任何人士（包括通過法院、仲裁庭、金融糾紛調解中心有限公司的任何判決、決定或裁決）、政府、監管或其他團體或機構；
 - Any other person under a duty of confidentiality to the Company including a company which has undertaken to keep such information confidential.
任何有責任為本公司保密之其他人士，包括本公司以內承諾保持此等資料機密之公司。
4. The Company may, in accordance with the Personal Data (Privacy) Ordinance and any other applicable laws: 本公司可依據個人資料（私隱）條例及其他適用法律進行以下活動：
- Match, compare or exchange any Data or other information provided by, or in respect of, a client with the Data (or other information) held by the Company or any other person for the purpose of:
將客戶提供或有關客戶之任何資料或其他資料，與本公司或任何其他人士持有之資料（或其他資料）進行配對、比較或交換，以作以下用途：
 - Credit checking;
信貸審查；
 - Data (and other information) verification;
資料（或其他資料）核對；
 - Otherwise producing or verifying the Data (and other information) which may be used for the purpose of taking adverse action against the client or any other person at any time;
或，提出或核對資料（或其他資料），該等資料可能用於在任何時候採取對客戶或任何其他人士不利的行動；
 - Transfer such Data (and other information) to any place outside Hong Kong (whether for the processing, holding or use of such Data (and other information) outside Hong Kong).
將此等資料（或其他資料）轉往香港以外任何地方（不論在香港以外處理、持有或使用此等資料（或其他資料））。
5. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance each client has a right to: 根據及依據個人資料（私隱）條例之條款，每位客戶均有權：
- check whether the Company holds the Data about the client and the right of access to such Data;
檢查本公司是否持有有關客戶之資料，及是否有權使用此等資料；
 - require the Company to correct any Data relating to the client which is inaccurate; and
要求本公司更改有關客戶之任何錯誤資料；及
 - ascertain the Company's policies and practices in relation to the Data and to be informed of the kind of personal data relating to the client held by the Company.
確定本公司有關資料之政策及做法，以及獲知本公司持有有關客戶之個人資料種類。
6. In dealing with the Data (and other information), the Company will;- 就處理資料(或其他資料)，本公司：
- Share information regarding its clients among any officer, employee of the Company only in accordance with its strict internal security standards and confidentiality policies and with the applicable laws;
就本公司之間對客戶之資料使用而言，須依據嚴格之內部安全標準、保密政策及適用法律。
 - Hold its officers and employees fully accountable for adhering to the aforesaid standards, policies and laws;
須約束本公司僱員完全遵守該等標準、政策及法律。
 - Not share information about its clients with other companies except for the purposes of conducting its business, compliance with the applicable laws, protection against fraud or making available special offers of products and services for the interest to its clients; and
除為了進行業務、遵守適用法律、保護免受欺詐或作出本公司認為可能符合客戶利益之產品及服務優惠外，本公司不會將有關客戶的資料分發予其他公司。
 - Establish high standards for protecting information regarding its clients from unauthorised alteration or destruction.
訂立極高標準，以保護客戶的資料免受未經授權之更改或破壞。
7. In accordance with the terms of the Personal Data (Privacy) Ordinance, the Company has the right to charge a reasonable fee for the processing of any Data access request.
依據個人資料（私隱）條例之條款，本公司有權就處理任何資料索取查閱之申請收取合理費用。
8. At the Company, information regarding our clients is used solely in the legitimate conduct of our business, to deliver superior service and to design products and special offers that demonstrate our understanding of our clients and their needs.
在本公司，有關客戶之資料只會用於進行本身業務的合法用途，以提供優質服務，及進行產品設計及優惠，從而顯示我們明白客戶及其需要。
9. As we move forward in developing new products and services in an era of vast technological change, we will continue to maintain our dedication to assuring that clients' information is properly used and appropriately safeguarded.
隨著我們會在新科技年代進一步發展新產品和服務，我們會繼續竭力確保客戶的資料會被正確使用及受到適當保護。

Requests for access to data or correction of data or for information regarding policies and practices and kinds of data held should be addressed to:
任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：

Winner International Securities Limited 贏家國際證券有限公司

10th Floor, Lee Kum Kee Central, 54-58 Des Voeux Road Central, Hong Kong

香港中環德輔道中 54-58 號中環李錦記 10 樓

Phone 電話: (852) 2853-8000 Facsimile 傳真: (852) 2815-5652