



贏家國際證券有限公司

Winner International Securities Limited

保證金客戶協議書 - 個人/公司戶口

Margin Client Agreement – Individual/Corporate Account

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# UNIFORM MARGIN CLIENT'S AGREEMENT

## 統一保證金客戶協議書

THIS AGREEMENT is made BETWEEN WINNER INTERNATIONAL SECURITIES LIMITED, 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") (hereinafter referred to as the "Broker") whose registered office is located at 10th Floor, Lee Kum Kee Central, 54-58 Des Voeux Road Central, Hong Kong; and (hereinafter referred to as the "Client").

WHEREAS

贏家國際證券有限公司---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（下稱「經紀」）。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。；及訂約者（下稱「客戶」）。

鑒於：

- (1) When a stockbroker provides a customer with credit facilities in respect of transactions in securities effected by the stockbroker on behalf of the customer, the account which the stockbroker establishes with the Client to record such transactions in said to be a margin securities trading account ("margin account");  
當證券經紀向客戶就代表客戶進行之證券買賣提供信貸安排，而證券經紀為客戶開立以記錄該等買賣之戶口，稱為保證金證券買賣戶口（下稱「保證金戶口」）；
- (2) The Client is desirous of opening one or more margin accounts with the Broker for the purpose of trading in securities; and  
客戶欲於經紀處開立一個或多個保證金戶口，用以進行證券買賣；及
- (3) The Broker agrees that he will open and maintain such margin account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement.  
經紀同意開立及維持該（等）戶口，並以客戶之代理人身份，根據本合約之條款，進行證券買賣。

NOW IT IS HEREBY AGREED as follows:-

現雙方協議如下：

1. This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account with the Broker in relation to transactions carried out in connection therewith.  
本合約訂定客戶於經紀處開立保證金戶口，並以該戶口進行交易時所必須遵行之條款。
2. All transactions in securities made for or on behalf of the Client in Hong Kong shall be subject to the relevant provisions of the constitution, Rules, regulations, bye-laws, customs and usages of the Exchange and the Hong Kong Securities Clearing Company Limited ("HKSCC") and of the Laws of Hong Kong as amended from time to time.  
一切為或代表客戶在香港進行之證券交易，須受聯交所及香港中央結算有限公司（「結算公司」）之憲章、規則、規例、附例、習俗及慣例中有關之規定約束，亦受制於不時修訂之香港法例。
3. All transactions executed on instructions of the Client on the floor of the Exchange shall be subject to a transaction levy and any other levies that the Exchange from time to time may impose. The Broker is authorised to collect any such levies in accordance with the Rules prescribed by the Exchange from time to time.  
依客戶指示在交易大堂完成之一切交易須付交易徵費及由聯交所不時徵收的任何其他費用。經紀獲授權根據聯交所隨時指定之規則收取該等徵費。
4. All transactions in securities which the broker effect on my/our instructions ("Transactions"), included but not limited to securities traded on the Main Board and GEM of the Hong Kong Exchange and/or other exchanges or markets in other jurisdictions, the broker shall be effected in accordance with all applicable laws, rules and regulations (as amended from time to time) of Hong Kong and other applicable jurisdictions and the by-laws, codes, rules, regulations; customs and usage of the SFC, the Exchange the HKSCC and/or the relevant exchanges or markets in other jurisdictions shall be effected in accordance with all laws, rules and regulatory directions applying to broker. All actions taken by the broker in accordance with such laws, rules and directors shall be binding on me/us.  
經紀按客戶的指示而進行之一切證券交易（「交易」），包括但不限於香港交易所的香港主板和創業板市場及或其他司法管轄區域的交易所或市場掛牌交易的證券進行的所有交易均須遵守香港以及其他適用司法管轄區域的所有適用法律，規則和規例；附例，準則，規則，規例以及香港證監會，交易所，中央結算公司及或其他司法管轄區域的相關交易所或市場的慣例和常規。經紀根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。
- 4A I/We hereby agrees 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 you in accordance with such laws, rules and regulations shall be binding on me/us.  
客戶同意本協議書及其所有條款將對客戶本身，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。經紀根據上述法律，規則和規例所採取的所有行為都將對客戶具有法律約束力。
5. In the event that the Broker commits a default as defined in the Securities and Futures Ordinance and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities and Futures Ordinance (Cap 571) will be restricted to the extent provided for therein.  
若經紀未能履行《證券及期貨條例》所規定之責任，以致客戶蒙受金錢上之損失，客戶明白根據《證券及期貨條例》(第 571)而成立之賠償基金，索償權利僅限於該條例所規定之範圍。
6. The Client shall on demand from the Broker make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Broker or which may be required by the rules of any exchange or market of which the Broker is a member.  
客戶須應經紀之要求，或按經紀所屬之任何交易所或市場之規則，以現金、股票或其他與經紀議定之價值支付按金或保證金。Such percentage as may be agreed from time to time of the market value of the collateral maintained with the Broker.  
由經紀持有抵押品市值的不時議定的百分率的信貸融通。
7. If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker hereunder, on the due date therefor, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Broker may have, the Broker shall have the right to close the margin account(s) without notice to the Client

and to dispose of any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay the Broker all outstanding balances owing to the Broker. Any monies remaining after such application shall be refunded to the Client.

如客戶未能於經紀要求之限期前繳付按金或保證金，或任何本合約規定須予經紀之款項，或未有遵行本合約之任何條款，在不影響經紀可能享有的任何其他權利的情況下，經紀有權無須通知客戶而結束保證金戶口，並處置任何或一切為或代表客戶持有之證券，將出售所得款項及任何現金按金，用以清償一切未付還經紀之餘數，而清償後之餘款須退還予客戶。

- 7A Unless otherwise agreed, the Client agrees that when the Broker has executed a purchase or sale transaction on the Client's behalf, the Client will by the due settlement date make payment to the Broker against delivery of or credit to the Client's account for purchased securities, or make good delivery of sold securities to the Broker against payment, as the case may be.

Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date as mentioned above, the Broker is hereby authorised to:-

除非另有協議，客戶同意當經紀代客戶進行一宗買入或賣出的交易時，客戶將在到期交收日，就買入的股票付款予經紀，或記賬入客戶的戶口，或收到經紀的款項時，送交賣出的股票，就情況而定。

除非另有協議，客戶同意當客戶在到期交收日不能如上文所述支付款項或送交股票時，授權經紀：

- (a) In the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Broker, or  
若為買入交易，轉讓或賣出任何該等股票，以償還客戶對經紀的責任，或
- (b) In the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Broker.  
若為賣出交易，借入及／或買入此等沽出股票，以償還客戶對經紀的責任。

The Client hereby acknowledges that the Client will be responsible to the Broker for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's obligations by due settlement dates as described above.

現客戶確認，客戶將就客戶不能如上文所述在到期交收日達成客戶的責任，向經紀負責任何有關的損失、成本、費用及開支。

8. The Client undertakes to indemnify the Broker and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder including, any costs reasonably and necessarily incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the margin account(s).

客戶承諾償付經紀及其職員，僱員及代理人任何因客戶違背其在本合約之責任而引致或涉及之任何損失、費用、索償、責任或開支；包括經紀於收取欠款或因結束保證金戶口而在合理及需要之情況下引起之任何費用。

9. If in relation to any securities deposited with the Broker which are not registered in the Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's account with the Broker shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.

客戶寄存於經紀處而未以客戶姓名註冊之證券，若產生股息或其他的派發或利益，經紀須根據代表客戶持有之有關證券數目或數額，按比例將該等利益存入客戶戶口內（或協議向客戶支付有關款項）。

- 9A The Client understands that the Broker does 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.

客戶知悉經紀是不接受經由快遞公司或郵寄股票存入客戶的戶口；客戶同意經紀不會承擔任何因此而引起的遺失、延誤等所有責任及損失。

10. If, in relation to any securities deposited with the Broker but which are not registered in the name of the Client, any loss is suffered by the Broker therefrom, the margin account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.

有關任何寄存於經紀處而未以客戶姓名註冊之證券，若經紀須承受任何損失，則根據代表客戶持有之有關證券數目或數額，按比例在客戶之保證金戶口內扣除（或協議由客戶支付有關款項）。

11. The Broker shall not, without the Client's prior written consent, deposit any of the Client's securities as security for any loans or advances made to the Broker, or lend or otherwise part with the possession of any of the Client's securities for any purpose. Such written consent shall be in the form appearing at Appendix 1 to this Agreement. **For Client's information, if Client has provided a written consent to the Broker, the Broker has the practice of repledging the Client's securities as security aforesaid.**

沒有客戶事前書面同意，經紀不得將客戶任何證券，作為經紀取得貸款或墊支之抵押品寄存；或無論為任何目的，將證券借出或放棄其持有權。同意書須依照本合約附錄之格式。**給客戶資料，倘若客戶已給書面同意書予經紀，經紀有轉按客戶的證券作為抵押的做法。**

12. The Broker will keep information relating to Client 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 broker receives any request for information on any Transaction relating to any of Client account by any regulators in Hong Kong or elsewhere including but not limited to the SFC and the Exchange, even if client's account has been terminated prior to such request:

(a) The Client hereby authorizes the broker to provide the required information to the regulators according to the request, where the broker already has such information; (b) The Client shall, upon the broker request, provide the required information to broker or the relevant regulators within two Business Days of such regulator's request, where the broker do not have such information; (c) The Client shall, within two Business Days of such regulator's request, inform the broker or the relevant regulators of the identity, address, contact details and other relevant identification information of any beneficiary ("underlying client") or originator of instructions in respect of client account, where the client acts as an intermediary of and effects trades for the benefit of such third parties, and where the client effects trades for discretionary accounts, discretionary trusts or collective investment schemes, the Client shall also provide to broker or the relevant regulators with the identification information of such accounts, trusts or schemes and their managers, and whenever the manager's discretion is overridden by the beneficiary or any other persons, the identification information of such beneficiary or any other persons who has overridden the manager's discretion, and whenever the manager's discretion is overridden, client shall immediately inform you such information in writing; (d) The Client, where acting

as an intermediary, shall make arrangements with such underlying client(s) or any third parties to ensure or procure the provision of such identification information of its underlying clients, together with their written consents for the provision of such information and/or waivers of any benefits of the secrecy or personal data protection laws that prohibit disclosure, to the regulators.

經紀將會對客戶戶口的有關資料予以保密，但經紀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，要求經紀提供客戶帳戶的任何與交易相關資訊，則即使客戶帳戶已在此之前終止：

(a) 客戶特此授權經紀，若經紀已得知該等資訊，可按監管機構要求向監管機構提供該等資訊；(b) 若經紀未有該等資訊，在經紀要求時，客戶須在該監管機構提出要求後的兩個工作日內提供所要求的資訊；(c) 如果客戶作為第三方的中介並為他人進行交易，則客戶將在兩個工作日內向經紀或相關監管機構提供該客戶帳戶的受益人或發出指示者的身份、地址、聯繫細節及其他相關身份識別資料；若客戶為其他全權委託帳戶、全權委託信託或集體投資計劃進行交易，則客戶更須向經紀或相關監管機構提供該些全權委託帳戶、全權委託信託或集體投資計劃及其管理人的相關身份識別資料，並當管理人的酌情權被受益人或其他人否決時，立刻書面通知經紀該管理人的酌情權已給否決，並須提供該些否決管理人酌情權的受益人或其他人的相關身份識別資料；(d) 如果客戶作為中介行事時，須與相關客戶或任何第三方作出安排，以確保或促使客戶能夠向相關監管機構提供該些相關客戶的身份識別資料包括獲得相關客戶對於提供身份識別資料的書面同意及/或相關客戶對於保密的權益或在禁止披露的保護個人資料法律下的權益的豁免。

13. In the event that the Broker has to obtain securities, which the Broker has purchased on behalf of the Client, in the open market, following the failure of the selling broker to deliver on the settlement date, the Broker will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.

若經紀代表客戶購入證券，而由於賣方經紀未能於交收日內進行交收而須從公開市場上購買證券，經紀須負擔該等公開市場購入所涉及之差價及有關之支出。

- 13A If the broker solicit the sale of, or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Broker may ask the Client to sign and no statement the Broker may ask the Client to make derogates from this clause.

假如經紀向客戶招攬銷售或建議任何金融產品，該金融產品必須是經紀經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他經紀可能要求客戶簽署的文件及經紀可能要求客戶作出的聲明概不會減損本條款的效力。

14. The Client hereby agrees to pay interest on all overdue balances owing by him to the Broker (after as well as before any judgement), at such rate(s), not exceeding Hong Kong prime rate + 20% as demanded by the Broker and be calculated compoundly and payable upon any demand being made by the Broker.

客戶欠經紀之過期未付餘款，客戶同意付息（法庭裁決之前或之後），按經紀要求之複利率計算，惟不得高於香港最優惠利率加百分之二十，於經紀追討時繳付。

15. The Client confirm that the information provided in the Account Opening Information Form and/or other information collection documents is complete accurate and current. The Client acknowledges the importance to provide complete, accurate and current information to broker as the broker will rely on such information to understand the client personal background, financial situation and other necessary information for broker to provide services or products to client. The Client undertakes to inform broker immediately if there is any change to that information. It is the client responsibility to ensure Account accuracy and to notify broker immediately with regard to any discrepancies. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received.

客戶確認「開戶資料表格」及或其他資料收集文件中所提供的資料是完整、正確和最新的。客戶確知向經紀提供完整、正確和最新資料的重要性，因為經紀會依賴該等資料以了解客戶的個人背景、財務狀況及其他所需資料，並據此向客戶提供服務或產品。客戶有責任維護帳戶的正確性並保證在任何資料出現變更時即時通知閣下。經紀有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。

16. The Client authorises the Broker to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

客戶授權經紀進行對客戶之信用諮詢或查證，以確定客戶之財政狀況及投資目標。

- 16A The Client will notify you when a sell order relates to securities which the client do not own i.e. involves short selling. The Client hereby undertakes to:

- (a) make full and frank disclosure of such order(s) to client;
- (b) provide (without demand by client) 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 client to arrange a buy in of the relevant Securities at the prevailing market price for client account that the client accidentally sold short;
- (d) indemnify the client against all damage, loss, lawsuits, cost and expenses which may be sustained or incurred by client as a result of the execution of the shorting selling order.

倘賣出指令是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會通知經紀。客戶特此保證：

- (a) 向經紀全面無保留地披露此類指令；
- (b) 無須經紀要求即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) 授權經紀在客戶意外賣空時安排以市場現價買入被賣空的證券；
- (d) 免除並補償經紀承擔因執行賣空令單而承受或產生的所有損失，法律訴訟，成本和費用。

17. The Client represents that the client are of required legal age and mentally fit to enter into this Agreement.

客戶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。

18. The Client represents that the client is the only party who has the ultimate interests in client account. Should the direct ownership or direct beneficiary interests have changed, the client agrees to inform and notify broker in writing promptly.

客戶聲明其為在經紀開設的任何帳戶的最終利益所有人，一旦客戶在經紀開設的任何帳戶的所有權人或最終受益人發生變化，客戶同意並保證立即以書面形式通知經紀。

19. The Client understands that the broker will not accept any third-party Instruction, unless The Client has formally executed and

delivered a valid power of attorney which expressively authorizes a named specific party to emit trade Instruction on the client behalf. The Client further agrees to indemnify the broker from any disputes, losses and other claims arising from the execution by the broker of any unauthorized third-party Instruction transmitted on the client behalf. The Client agrees to supply the broker with an accurate and truthful identification and personal information about the designated third party. The Client also understands 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.

客戶理解經紀不會接受任何第三方指令，除非客戶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。客戶並同意經紀將不為因執行任何未經授權的第三方代表客戶發出的指令而導致的爭議，損失以及其他索賠負責。客戶同意向經紀提供該指定的第三方準確真實的身份證明和個人資料。客戶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。

20. The Client acknowledges the fact that extraordinary events/technical difficulties may prevent and or otherwise hinder the execution of the Client's Instructions. The Client agrees that the broker 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 the broker control.

客戶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。客戶同意閣下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閣下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。

21. 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. The Client confirms that is aware of such practice are unlawful. The Client agrees 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。客戶確認其知曉此種行為的非法性質。客戶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。

22. The Client agrees that the broker may, in broker sole discretion and without giving the client prior notice, prohibit or restrict his ability to trade Securities through client account. The Client agrees that broker are not liable for any losses and/or damages, actual or hypothetical, as a result of such restrictions.

客戶同意經紀具有完全的酌情決定權並無須事先通知客戶即可終止或限制客戶通過其帳戶進行交易的能力。客戶同意經紀無須對因此類限制造成的任何實際或假設的損失或損害承擔責任。

23. To the extent permitted by law, the broker may from time to time amend any of the terms and conditions of this Agreement by notifying the client and such amendments shall come into effect immediately upon client deemed receipt of broker notice. The Client acknowledges and agrees that if the client does not accept any amendments (including amendments to your commission rates and fees) as notified by broker from time to time, the client shall have the right to terminate this Agreement in accordance with termination clause under this Agreement. The Client further agrees that any amendments shall be deemed to be accepted by client, should client continue to effectuate Transaction(s) in client Account without expressly communicate to client objections to such amendments prior to the Transaction(s).

在法律許可的範圍內，經紀可隨時對本協議書的條款和條件進行修訂，並通知客戶。此類修訂在客戶被認為已收到經紀通知後立刻生效。客戶確認並同意，如果客戶不接受所通知的修訂，客戶有權根據本協議書的中止條款中止客戶此協議關係。客戶並同意，如果客戶未向經紀表達對修訂的反對意見而繼續通過經紀進行交易，則客戶應被視為接受此類修訂。

24. You will notify me/us of material changes to any information provided to me/us, which may affect the service(s) provided to me/us under this Agreement.

經紀應將任何可能會影響根據本協議書有關經紀向客戶提供的服務和資訊或經營方面的重大變化通知客戶。

## 25. INTERNET TRADING SERVICES 互聯網交易服務

- 25.1 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。

- 25.2 The Broker may provide the Client with Internet Trading Services, and the Client hereby requests 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 Broker.

經紀可根據本協議所載條款和條件為客戶提供互聯網交易服務，且客戶根據本協議所載條款和條件要求向客戶提供上述服務，而上述條款和條件可由經紀不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

- 25.3 The Client may from time to time, instruct the Broker, acting as the Client's agent, to deposit, purchase and/or sell Securities for the Account(s) or otherwise deal with Securities, receivables or monies on behalf of the Client through the Internet Trading Services.

客戶可以隨時指示經紀以客戶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客戶處理證券、應收款或款項。

- 25.4 The Client agrees that the Client shall be the only authorised user of the Internet Trading Services under this Agreement. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to the Client by the Broker.

客戶同意，客戶為本協議項下互聯網交易服務之唯一授權使用者，將會對經紀發給的交易密碼之保密、安全和使用自行承擔全部責任。

- 25.5 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the Internet Trading Services. The Client further acknowledges that the Internet Trading Services, and the software comprised in them, are proprietary to the Broker. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Internet Trading Services, and any of the software comprised in them. The Client agrees that the Broker shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that the Broker may take legal action against the Client, if the Client at any time breaches this warranty

and undertaking or if the Broker at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify the Broker immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.

客戶承認並同意對透過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經紀專有。客戶承諾和保證不會和不會嘗試以任何其他方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改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。倘若客戶在任何時間違反上述承諾和保證或經紀於任何時間合理懷疑客戶已有上述違反時，客戶同意經紀有權不經通知即時終止客戶的任何和所有賬戶，客戶亦承認經紀可對客戶採取法律行動。客戶承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知經紀。

- 25.6 Subject to Clause 6 herein, the Broker will not execute any trading orders of the Client until there are sufficient cleared funds, securities or other assets acceptable to the Broker in the Client's Account(s) to settle the Client's transactions.

根據本協議第 6 條所述，除非客戶的賬戶（等）有足夠的已結算款項、證券或其他經紀所接受的資產以交收客戶的交易，否則經紀不會執行客戶的任何交易指示。

- 25.7 The Broker will not be deemed to have received the Client's instructions or have executed the Client's orders unless and until the Client is in receipt of the Broker's message acknowledging receipt or confirming execution of the Client's orders, either electronically or by hard copy.

除非及直至客戶已收到經紀以電子或書面形式發出的信息，表示收到或確認已執行客戶的買賣指示，否則經紀不得被視為已收到或已執行客戶的買賣指示。

- 25.8 The Client acknowledges and agrees that, as a condition of using the Internet Trading Services to give instructions, the Client shall immediately notify the Broker if:

客戶承認並同意，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，客戶會即時通知經紀：

- 25.8.a An instruction has been placed through the Internet Trading Services and the Client has 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);

- 25.8.1 客戶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）；

- 17.8.b The Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct or any similar conflict;

- 25.8.2 客戶收到一項客戶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；

- 25.8.c The Client becomes aware of any of the acts stated in clause 17.5 being done or attempted by any person;

- 25.8.3 客戶獲悉任何人士正在進行或嘗試進行第 17.5 條所述的任何行動；

- 25.8.d The Client becomes aware of any unauthorised use of the Client's Access Codes; or

- 25.8.4 客戶獲悉有未獲授權而使用客戶交易密碼的情況；及

- 25.8.e The Client has difficulties with regard to the use of the Internet Trading Services.

- 25.8.5 客戶在使用互聯網交易服務時遇到困難。

- 25.9 The Client agrees to review every order before entering it as it may not be possible to cancel the Client's instructions once given.

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

- 25.10 The Client agrees that the Broker shall not be liable for any loss the Client or any other person may suffer as a result of using or attempting to use the Internet Trading Services. The Client further undertakes to indemnify the Broker, on a full indemnity basis, on demand, for any loss or damage the Broker may suffer as a result of the use of the Internet Trading Services, except for damages caused by willful default or gross negligence on the part of the Broker.

客戶同意經紀不會就客戶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。客戶進一步承諾，對因使用互聯網交易服務可能使經紀遭受的任何損失或損害，於經紀要求時如數作出賠償，但因經紀故意失責違約或重大疏忽引起的損害除外。

- 25.11 The Client shall be aware that trading on an electronic trading system may differ from trading on other electronic trading systems. If the Client undertake transactions on an electronic trading system, he/she will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that the Client's order is either not executed according to their instructions or is not executed at all.

客戶獲悉經互聯網交易系統買賣，可能有別於其他互聯網交易系統之買賣。倘若客戶承擔其於互聯網交易系統上所作的交易，客戶將會遭受系統上包括硬件及軟件之故障所涉及之風險，任何系統上之故障可能令客戶發出的買賣指示全部或部份無法執行。

- 25.12 The Client acknowledges that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute and infringement or encroachment of such rights or interests. The Client also understands that the Broker does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the Internet Trading Services). The Broker 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 Broker; or (5) by any forces beyond the control of the Broker.

客戶承認，該（等）交易所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。客戶亦理解經紀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客戶的任何資料）的及時性、次序、準確性或完整性。經紀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）不論是否由於經紀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）經紀無法控制的外力。

26. The Broker and the Client hereby undertakes to notify each other in the event of any material change to the followings:

經紀及客戶現作出承諾，表示如果下列資料變更時，均會通知對方：-

- (a) Name and/or address of the Client including identity card, passport, business registered certificate, corporate or other

official documents which identifies the client;

客戶的姓名及/或地址包括身分證、護照、商業登記證明書、公司文件及其他可識別客戶身分的官方文件;

- (b) Name and/or address of the Broker including the registration status with the Commission and the CE number;  
經紀的姓名及/或地址包括其在證監會的註冊身分及 CE 編號;

- (c) Nature of services to be provided to or available to the Client, such as securities cash account, securities margin account, discretionary account, portfolio management, investment advice, unit trust, or futures/options account;  
向客戶提供或客戶可使用的服務, 例如證券現金買賣帳戶、證券保證金買賣帳戶、委託帳戶、投資組合管理、投資顧問服務、單位信託或期貨/期權買賣帳戶的性質;

- (d) 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;

- (e) Details of margin requirement, interest charges, margin calls, and the circumstances under which the Client's position may be closed without the Client's consent.

計算保證金的詳細規定、利息費用、追繳保證金的規定及在什麼情況下經紀可無需客戶同意而將客戶的持倉出售或平倉。

- 26A The Client agrees that any money held by the Broker on account of the Client 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 Broker.

客戶同意由經紀保管其戶口之任何款項須依照法律不時的規定, 存放於一家持牌銀所開立的一個客戶信託戶口內及任何由此產生的利息將屬於經紀。

27. The Client also acknowledges that there are risks in leaving securities in the custody of the Broker or in authorizing the Broker to deposit securities as collateral for loans or advances made to the Broker or authorizing the Broker to borrow or loan securities.

客戶亦知悉將證券寄存於經紀處, 或授權經紀寄存證券作為經紀取得貸款或墊支之抵押, 或授權經紀借貸證券等, 均有風險。

28. The Client confirms that he has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to him in a language which he understands. The Client hereby agrees and consents to the terms and conditions herein contained.

客戶確認已詳閱本合約之中 / 英文本, 其中內容亦全部以客戶明白之語文, 向其解釋清楚。客戶贊成及同意本合約之一切條款。

29. This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the Laws of Hong Kong and may be enforced in accordance with the Laws of Hong Kong.

本合約及其中之一切權利、義務及責任, 須受制於香港法律, 並按香港法律詮釋及執行。

#### Default and Set off 違約及抵銷

30. Any of the following non exclusive and non exhaustive events shall constitute an event of default: (a) The Client has breached any material term(s) of this agreement or defaulted in respect of any Transaction with the broker; (b) The Client 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 the client seeking or proposing bankruptcy, liquidation, reorganisation, an arrangement or composition, a freeze, standstill or moratorium, or other similar relief with respect to client or client debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to client, if insolvent) or seeking the appointment of an insolvency official in respect of client or any substantial part of client assets; or (d) any warranty order of attachment or distress or equivalent is filed against to client.

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) 根據經紀判斷, 客戶違反本協議書的任何重大條款或在交易中違約; (b) 客戶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) 針對客戶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(包括任何在客戶破產情形下對其適用的任何公司法或其他法律)下對客戶或客戶債務相似的救濟, 或尋求就客戶或客戶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。

31. If an event of default occurs, without prejudice to any other rights or remedies that broker may have against the client and without further notice to client, broker shall be entitled to: (a) cancel any or all outstanding orders or any other commitments made on the client 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 client with broker; (d) sell or realize all or any part of client property held by broker in such manner and upon such terms as broker may conclusively decide and satisfy the client obligations and indebtedness towards broker of the net proceeds (with fees, expenses and costs deducted).

假如發生違約, 在不損害經紀擁有的涉及客戶的其他權利或法律補救方法的情況下, 經紀無須通知客戶即可有權: (a) 取消所有未執行令單或任何其他代理客戶作出的承諾; (b) 在客戶帳戶中, 通過買入證券將其帳戶中任何的空頭倉位予以填補, 或通過賣出證券將其帳戶中任何的好倉位予以平倉; (c) 將客戶帳戶中的任何證券, 或客戶存在經紀處的任何證券賣出或以其他任何方式進行處理; (d) 以經紀全權決定的方式和條件出售持有的客戶資產, 並將出售和變現的淨收益(扣除費用與成本後)用於償付客戶對經紀的債務。

32. Unless expressly provided otherwise in the Agreement, all sums payable by the client 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, 客戶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。

33. The Client irrevocably and unconditionally authorises broker to apply any amounts standing to the credit of the Accounts and/or any other account(s) in client name with the client or client's Affiliates in reduction of any amounts payable by client under the Agreement.

客戶不可撤銷且無條件的授權經紀將帳戶和或以客戶名義開立於經紀或經紀的關聯方處的任何其他帳戶中的任何金額用於減少客戶根據本協議書所應支付的任何金額。

34. Either party may terminate this Agreement at any time provided a written notice is given to the other party. The Client understands, upon the presentation of such notice, that client Account shall be restricted to the closing transactions only (i.e. the liquidation of existing Securities). However, broker may terminate this Agreement for breach at any time without notice to client if the client breaches or fails to comply with any terms of this Agreement (termination for cause). Any termination is conditioned on the satisfaction of any outstanding indebtedness and/or obligations in Client 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.

經紀或客戶，在書面通知對方後，都可隨時終止本協議書。客戶理解，在提交此書面通知後，客戶的帳戶將被限制於只能進行平倉交易即賣出現存證券或購回證券以填補空頭倉位。但如果客戶違反或未能遵守本協議書的任何條款，經紀可以無須通知客戶即可以隨時終止本協議。任何對本協議書的終止的前提是客戶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。

### 35. **TAX STATUS - SELF-CERTIFICATION FORM 稅務狀況 - 自我證明表格**

- 35.1 This is a self-certification form provided by an account holder to a reporting financial institution (our company) for the purpose of automatic exchange of financial account information. The data collected may be transmitted by our 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。
- 35.2 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。
- 35.3 The Client 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).  
客戶知悉及同意，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。
- 35.4 The Client undertake to advise our 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 our company with a suitably updated self-certification form within 30 days of such change in circumstances.  
客戶承諾，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，客戶會通知本公司，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。
- 35.5 The Client declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.  
客戶聲明就客戶所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。
- 35.6 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).  
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 OF TRADING DERIVATIVE WARRANTS ( “DWs” ) / CALLABLE BULL/BEAR CONTRACTS (CBBCs) / INLINE WARRANTS ( “IWs” )**

#### **買賣衍生權證 / 牛熊證 / 界內證的風險**

#### 5.1 **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。

#### 5.2 **UNCOLLATERALISED PRODUCT RISK 非抵押產品風險**

Uncollateralised DWs / CBBCs /IW 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。

#### 5.3 **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。

#### 5.4 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能配合其交易策略。

#### 5.5 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。

#### 5.6 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。

#### 5.7 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止。

#### 5.8 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。

#### 5.9 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伸波幅而升跌，本人 / 吾等須注意相關資產的波幅。

#### 5.10 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）。

#### 5.11 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。

#### 5.12 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。

#### 5.13 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。

#### 5.14 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。

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

### 6.1 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。

### 6.2 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。）

### 6.3 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。

### 6.4 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。

### 6.5 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。

### 6.6 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。

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

- 7.1 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。

- 7.2 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。

## **8 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**

- 8.1 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。

- 8.2 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。

- 8.3 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。

## **9 RISK OF TRADING BONDS 買賣債券的風險**

- 9.1 **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。

- 9.2 **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。

- 9.3 **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。

- 9.4 **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。。

- 9.5 **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。。

- 9.6 **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