

現金客戶協議 CASH CLIENT'S AGREEMENT

致：和豐證券有限公司（“和豐”）

To: Wo Fung Securities Co. Ltd. (“WFS”)

香港皇后大道中 151-155 號兆英商業大廈 2 樓

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為證券及期貨事務監察委員會（下稱「證監會」）註冊為持牌法團〔CE 編號:ACS876〕專營第 1 類受規管活動(證券交易)及香港聯合交易所有限公司（下稱「聯交所」）的參與者。

Registered with the Securities and Futures Commission (hereinafter refer to as “SFC”) as a licensed corporation (CE No. ACS876) for Type 1 regulated activity (Dealing in Securities) and an exchange participant of The Stock Exchange of Hong Kong Limited (hereinafter refer to as “the Exchange”).

本人/吾等（請填寫姓名/名稱）_____ 茲要求 和豐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」）：

I/We _____ request WFS to open and maintain a cash securities trading account (the “Account”) for me/us on the following terms and conditions:

1. 戶口 The Account

- 1.1 本人/吾等確認「開戶資料表格」所載資料均屬完整及正確。倘該等資料有任何變更，本人/吾等將會通知 和豐。本人/吾等特此授權 和豐對本人/吾等的信用進行查詢，以核實上述表格所載資料。本人/吾等現聲明本人/吾等是該帳戶之最終受益人及唯一擁有該帳戶之人士。
I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will inform WFS of any changes to that information. WFS are authorised to conduct credit enquiries on me/us to verify the information provided. I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account and no one other than me/us has/have any interest in the Account.
- 1.2 和豐將會對本人/吾等戶口的有關資料予以保密，但 和豐可以根據有關監管機構（包括，但不限於聯交所及/或證監會）的規定或應其要求，將該等資料提供予有關監管機構。
WFS will keep information relating to my/our Account confidential, but may provide any such information to any relevant regulators (including but not limited to the Exchange and/or the SFC) to comply with their requirements or requests for information.
- 1.3 本人/吾等承認 和豐於業務中可能持有關於個別證券之資料。本人/吾等同意 和豐並無責任向本人/吾等披露任何有關資料。
I/We admit that WFS may in the course of business possess information relating to securities and agree that WFS shall have no duty to disclose to me/us any such information.
- 1.4 倘帳戶包括多於一位人士，則上述每一位人士須共同及個別承擔作為帳戶的責任。若其中任何一位聯名帳戶人士或合夥人辭世或不適合人士，在 和豐已收到有關死亡或不適合人士的書面通知的情況下，該位辭世或不適合（視情況而定）的人士，便無需承擔其後的交易之責任。
If the Account is owned by more than one person, the liabilities of us shall be joint and several. The liabilities of a deceased or incapacitated joint account holder shall cease only with regard to transactions made subsequent to the receipt by WFS.
- 1.5 每一位聯名帳戶持有人現聲明該帳戶是聯名帳戶享有生存者得權。倘若其中一人去世，遺產承繼人或帳戶生存者須立即以書面通知 和豐有關死訊及提交死亡證，寬免稅項文件等之正本，和豐亦有完全的酌情權要求其他有關文件的正本。
If the Account is joint account, I/we hereby declare that the account is a joint account with right of survivorship. In the event of death of any joint account holders, the estate of the deceased joint account holder of the surviving joint holder(s) shall immediately notify WFS in writing of the relevant death and shall produce and deliver to WFS true copies of such proofs of death, tax waiver and such other documents as WFS may in its sole discretion require.
- 1.6 每一位聯名帳戶的持有人，在毋須通知其他聯名帳戶人的情況下，均有權行使所有本協議內的權利、權力及酌情權，及與 和豐協商。在這情況下，和豐可根據任何一位聯名帳戶持有人有關該帳戶的指示，而毋須向其他聯名帳戶持有人作出查詢或介定有關聯名帳戶持有人之間的任何財產分配。
Each of the joint account holders shall have the authority to exercise all the rights, power and discretion hereunder and to deal with WFS as if each of us alone was the holder of the Account without notice to the other. WFS may follow the instructions of any of us concerning the Account and shall not be obliged to inquire into or see to the application of any monies or properties between the joint account holders.
- 1.7 儘管任何準備簽署本協議或準備受本協議約束的人士不可以簽署或不受本協議的約束，及儘管本協議對任何一位或多位簽署者無效或有不可執行的情況，不論 和豐是否知悉此問題，每一位聯名帳戶持有人均同意接受本協議之約束。
Each of the joint account holders agrees to be bound by this Agreement notwithstanding that any person intend to sign or to be bound by this Agreement may not be or be bound and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the undersigned (whether or not the deficiency is known to WFS).
- 1.8 本人/吾等不得撤回指示 和豐將本人/吾等在 和豐之帳戶內的任何證券、應收款項或其中持有之現金進行抵銷及扣留，作為抵銷本人/吾等在 和豐之帳戶一切實際或有負債，包括支付買入證券及向第三者支付的費用。
I/We hereby irrevocably direct WFS to set-off and withhold from and apply any securities, receivable and monies held in or for the Account against all actual or contingent liability incurred by WFS including any liability to pay the purchased securities and other expense to any third party.
- 1.9 儘管本協議的任何規定，和豐有絕對酌情權於任何時間結束帳戶，而毋須提出任何理由，亦毋須對本人/吾等以終止本協議而結束帳戶負上任何責任。

Notwithstanding any provision of this Agreement, WFS shall have the right exercisable at WFS's absolute discretion at any time to close the Account without ascribing any reason and without any liability to me/us for such closure by terminating this Agreement.

2 法例及規則 Laws and rules

- 2.1 和豐按本人/吾等的指示而進行的一切證券交易（「交易」），須根據適用於和豐的一切法例、準則、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司（「中央結算公司」）的規則。和豐根據該等法例、規則及指示而採取的所有行動均對本人/吾等具有約束力。

All transactions in securities which WFS effect on my/our instructions (“Transactions”) shall be effected in accordance with all laws, codes, rules and regulatory directions applying to WFS. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the “Clearing House”). All actions taken by WFS in accordance with such laws, rules and directions shall be binding on me/us.

- 2.2 若和豐或和豐之相聯人士所犯的違責是關於任何在或將會在認可證券市場上市或交易而犯的及該等證券的有連繫資產而犯的，以致本人/吾等蒙受金錢上的損失，本人/吾等知悉並接納其投資者賠償基金所承擔的法律責任只限於（證券及期貨條例）及有關附屬法例內所規定的有效索償，並須受制於（證券及期貨（投資者賠償-賠償限額）規則）內所訂的金額上限，因此不能保證本人/吾等在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

In the event that WFS or WFS's associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and I/we thereby suffer a pecuniary loss, I/we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

3 指令、交易和結算 Instructions, Transactions and Settlement

- 3.1 除和豐（在有關交易的成交單或其他合約單據內）註明以自己本身名義進行交易外，和豐將以本人/吾等的代理人身份進行交易。WFS will act as my/our agent in effecting Transactions unless WFS indicate (in the contract note for the relevant Transaction or otherwise) that WFS are acting as principal.

- 3.2 倘沽盤是有關非由本人/吾等擁有的證券，即涉及證券及期貨條例第 170 條的賣空交易，和豐有拒絕執行的絕對決定權。When a sale order relates to securities which I/we do not own i.e. involves short selling in compliance with Section 170 of the Securities and Futures Ordinance, WFS has absolute discretion to refuse exercise the instructions for me/us.

- 3.3 本人/吾等會就所有交易支付和豐通知本人/吾等的佣金和收費，繳付「聯交所」及「證監會」徵收的適用徵費，並繳納所有有關的印花稅。和豐可以從戶口中扣除該等佣金、收費、徵費及稅項。

On all Transactions, I/we will pay WFS's commissions and charges, as notified to me/us, as well as applicable levies imposed by “the Exchange” and the “SFC”, and all applicable stamp duties. WFS may deduct such commissions, charges, levies and duties from the Account.

- 3.4 本人/吾等承認及同意本人/吾等須單獨負責所有交易指令，而和豐及任何和豐之董事、高級職員及僱員均不須就接獲及執行任何該等指令對本人/吾等或任何其他經本人/吾等索償的人士負責。

I/We acknowledge and agree that I/we shall be solely responsible for the Transactions and neither WFS nor any of the directors, officers or employees of WFS's Company shall be liable to me/us, or to any other person claiming under or through me/us, for any claim made with respect to the receipt and execution of any such Transactions.

- 3.5 本人/吾等明白及同意和豐可以監聽或記錄本人/吾等與和豐之電話談話內容以供和豐核實本人/吾等或任何授權人之指示。

I/We understand and agree that WFS may monitor or record any of my/our telephone conversations in order to verify the instructions given by me/us or my/our Authorized Person.

- 3.6 本人/吾等清楚明白發出就於聯交所上進行交易之證券指令，會在發出指令當天整日有效。在聯交所收市後或其他聯交所要求的到期日之後，該等指令會自動取消。該等指令可能會在自動取消或收悉取消指示前任何時間被和豐執行，而本人/吾等須對執行的交易承擔一切責任。

All Instructions in respect of the transactions in the Securities traded on the Exchange given by me/us are good for the day on which they were given. They will be automatically cancelled if not executed by the close of trading on the Exchange or such other expiration date required by the Exchange. WFS may execute these Instructions at any time prior to their automatic cancellation or receipt of cancellation Instructions, and I/we accept full responsibility for the Transactions so executed.

- 3.7 本人/吾等可要求和豐代表本人/吾等認購發行之證券。和豐可能必須要就該項申請作出保證或聲明，包括但不限於下列各項：

I/We may request WFS to subscribe for Securities offerings on my/our behalf. WFS may be required to provide warranty or make representation in respect of such application, including but not limited to the following:

- (a) 和豐獲應有授權代表本人/吾等作出該等申請；

That WFS has due authority to make such application on my/our behalf;

- (b) 除和豐代本人/吾等提出之申請外，本人/吾等並無以自己或透過其他任何人士提出該等申請。

That no other application is being made for my/our benefit whether by myself/ourselves or by any other person other than the application submitted on my/our behalf.

本人/吾等謹此授權和豐向聯交所或有關證券發行人提供該項保證或聲明。本人/吾等知悉有關證券之發行人將依賴上述申述，決定是否就和豐作為本人/吾等的代理人代客戶提出之申請作出股份分配。

I/We hereby expressly authorizes WFS to provide such warranty and representation to the Exchange or issuer of the relevant Securities. I/We acknowledge that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by WFS as my/our agent.

- 3.8 在本人/吾等要求下，和豐可根據與客戶另行簽訂之協議，向本人/吾等提供財務融通，以有助認購發行證券，或繼續持有（如適用）該等證券。

At my/our request, WFS may provide financial accommodation to facilitate the subscription of Securities offerings, and, where

- applicable, for the continued holding of those Securities under a separate agreement to be made between me/us and WFS.
- 3.9 本人/吾等明白和豐通常並不接受止蝕盤指令。倘該等指令被接受，和豐並不擔保是等指令之執行。
I/We understand that WFS generally does not accept stop-loss orders. If such orders are accepted, WFS does not guarantee the execution of such orders.
- 3.10 本人/吾等同意和豐有酌情權及無須事先通知，即可禁止或限制本人/吾等通過名下戶口進行證券交易。本人/吾等亦同意和豐無須為該等限制行為承擔任何實際或假設的損失及/或賠償。
I/We agree that WFS may, in its discretion and without giving my/us prior notice, prohibit or restrict my/our ability to trade Securities through the Account. I/We agree that WFS is not liable for any losses and/or damages, actual or hypothetical, as a result of such restrictions.
- 3.11 本人/吾等確認及同意 和豐及 貴公司之董事、高級職員、僱員及代理人毋須對 和豐任何指示及落盤在傳遞及通訊上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由本人/吾等承擔。
I/We acknowledge and agree that WFS and WFS's directors, officers, employees and agents shall not responsible or liable for any loss suffered or which may be suffered by me/us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.
- 3.12 本人/吾等確認由 和豐根據本人/吾等指示進行所有證券交易是根據本人/吾等自己的判斷及決定作出，而並非基於 和豐之選擇或建議而進行交易。
I/We acknowledge that all Transactions effected by WFS pursuant to my/our instructions is a result of my/our judgement and decision and not result from WFS's selection or advice.
- 3.13 倘本人/吾等住處或向 和豐發出任何指令的地點為香港以外的地方，本人/吾等同意確保及表明該等指令之發出將遵從本人/吾等發出指令的有關司法管轄區的任何及一切適用法律。本人/吾等進一步同意於被要求時償付 和豐可能因本人/吾等之住處或發出指令地點在香港以外的地方而引致 和豐蒙受的任何索償、索求、訴訟費、費用及支出。
If I/we reside or give any orders to WFS outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given. I/We further agree to indemnify WFS on demand for any claims, demands, actions, costs and expenses WFS may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.
- 3.14 就每一宗交易，除另有協議外或除非 和豐已代本人/吾等持有現金或證券供交易交收之用，否則本人/吾等將會在 和豐就該項交易通知本人/吾等的期限之前
Unless otherwise agreed, in respect of each Transaction, unless WFS are already holding cash or securities on my/our behalf to settle the Transaction, I/we will
- 向 和豐交付可即時動用的資金或可以交付的證券，或
pay WFS cleared funds or deliver to WFS securities in deliverable form or
 - 以其他方式確保 和豐收到此等資金或證券。
otherwise ensure that WFS has received such funds or securities
- 倘若本人/吾等未能履行， 和豐可以毋須負上任何責任下：
by such time as WFS has notified me/us in relation to that Transaction. If I/we fail to do so, WFS may without any liability on WFS's part:
- (如屬買入交易) 出售買入的證券：及
(in the case of a purchase Transactions), sell the purchased securities and
 - (如屬賣出交易) 借入及/或買入證券以進行交易的交收。
(in the case of a sale Transaction) borrow and/or purchase securities in order to settle the Transaction.
- 3.15 本人/吾等授權和豐可從本人/吾等收取的款項與支付的款項互相抵銷，該等款項是因本人/吾等以貨銀兩訖形式買賣證券而產生的：
I/We hereby authorized WFS to set-off, on a client-by client basis, any amount receivable from, and amount payable to, me/us where such amounts arise from the purchase and sale of securities by me/us on a cash-against-delivery basis:
- (a) 將該等款項互相抵銷：及
set-off such amounts against each other, and
 - (b) 為清償本人/吾等應支付予和豐的款項已處置本人/吾等持有的證券。
dispose of securities held for me/us for the purpose of settling any of the amounts payable by me/us to WFS.
- 3.16 本人/吾等將會負責/承擔 和豐因本人/吾等未能進行交收或交收失誤而引致的任何損失及開支。
I/We will be responsible to WFS for any losses and expenses resulting from my/our settlement failures.
- 3.17 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致的利息），按 和豐不時通知本人/吾等的利率及其他條款支付利息。
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 WFS has notified me/us from time to time.
- 3.18 本人/吾等知悉和豐並不保證向本人/吾等交付其代本人/吾等自出售方可能已購買任何證券。在和豐已同本人/吾等確認完成，惟出售方或其經紀未能在結算日及時交收，而和豐須購買入證券以完成交易，在此情況下，本人/吾等無須對該等買入之成本負責。
I/We acknowledge that delivery of any Securities that WFS may have purchased on behalf of me/us from the selling party is not guaranteed. In the case that WFS has confirmed with me/us that the relevant purchase Transaction was completed but the selling party or its broker fails to deliver on the settlement date and WFS has to purchase the Securities to settle the Transaction, I/we will not be responsible to WFS for the costs of such purchase.
- 3.19 在無顯然的錯誤出現下，每一張帳戶賬單中之款項須為最終的借方或貸方結存，對本人/吾等均具約束力。
Every statement of account shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account.
- 3.20 如 和豐代表本人/吾等以帳戶貨幣之外的任何交易施行貨幣，屆時：
If WFS enter into any Transaction on behalf of me/us in a currency other than the currency in which the Account is denominated then:

- 所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於本人/吾等，而本人/吾等須承擔有關風險及 any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for my/our Account and risk
- 當出售、抵銷或償付此交易，和豐將有全權將交易施行貨幣以市場的兌換率為基礎兌換，並入帳到本人/吾等帳戶。
When such Transactions are sold, set off or otherwise liquidated, WFS may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by WFS on the basis of the then prevailing market rates of exchange for such foreign currency.

3.21 在落盤前，本人/吾等須查詢及完全明瞭其證券交易之特點，交易及結算之安排和收費及佣金等。
I/We should make the necessary enquiries and be fully aware of the characteristics, trading and settlement arrangement, and fee and commission of the Transaction before placing such orders.

3.22 若 和豐指示第三者以本人/吾等名義於交易所買賣股票，為免疑義，本人/吾等清楚同意 貴公司下攤分佣金、收取退款、或接受其他費用，每當 和豐認為在合於法令規定下適當之與該項交易之款項。
If WFS instruct a third party to deal in securities on my/our behalf on any exchanges, for the avoidance of doubt, I/we expressly consent to WFS's sharing of commission, or the receipt of rebates, or such other amounts relating to such transactions or contracts with those persons as WFS think fit, subject to applicable laws, rules and regulations.

4 證券的保管 Safekeeping of securities

4.1 由 和豐寄存妥為保管的任何證券，和豐可以酌情決定：

Any securities which are held by WFS for safekeeping may, at WFS's discretion:

- (如屬可註冊證券) 以本人/吾等的名義或以 和豐的代理人名義註冊；或
(in the case of registrable securities) be registered in my/our name or in the name of WFS's nominee; or
- 存放於 和豐的認可財務機構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，該機構應為證監會核准的提供保管服務機構。

be deposited in safe custody in a designated account with an authorized financial institution 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 approved by the SFC as a provider of safe custody services.

4.2 倘證券未以本人/吾等的名義註冊，和豐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 和豐的協議記入本人/吾等的戶口或支付予或轉帳予本人/吾等(須支付有關服務費)。倘該等證券屬於 和豐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。

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

4.3 本人/吾等明白及同意本人/吾等帳戶內證券均受制於 和豐的全面留置權，以確保本人/吾等履行對 和豐代本人/吾等進行證券買賣而產生的責任。

I/We acknowledge and agree that all securities held for the Account shall be subject to a general lien in WFS's favour, for the performance of my/our obligations to WFS arising in respect of dealing in securities for me/us.

4.4 本人/吾等明確授權 和豐可以解除本人/吾等對 和豐或 和豐之聯繫實體所負的法律責任下，和豐有權而毋須通知本人/吾等代表本人/吾等處置證券，以支付本人/吾等戶口中之結欠(如有)。

I/We expressly authorize that WFS has the right without giving notice to me/us to dispose of the securities of me/us for the purpose of settling any liability owed by me/us to WFS or WFS's associated entity.

4.5 本人/吾等並無根據《證券及期貨(客戶證券)規則》以書面授權 和豐：

WFS do not have my/our written authority under the Securities and Futures (Client Securities) Rules to:

- 將本人/吾等的任何證券存放在認可財務機構，作為 和豐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 和豐在結算系統下之責任的低押品
deposit any of my/our securities with an authorized financial institution as collateral for an advance or loan made to WFS, or with the Clearing House as collateral for the discharge of WFS's obligations under the clearing system
- 借貸本人/吾等的任何證券
borrow or lend any of my/our securities
- 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)。
otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

4.6 本人/吾等同意就戶口的保管服務，按和豐酌情訂定並不時通知本人/吾等的費用或條款支付服務費。

I/We agree to pay service charges upon the Account at such rates and on such other terms as WFS has stipulated at its discretion and notified me/us from time to time in respect of the safe custody services.

5 代本人/吾等保管的現金 Cash held for me/us

代本人/吾等保管的現金須依照不時規定的適用法律或規則，存放於一家持牌銀行所開立的一個客戶信託帳戶內(此等現金不包括 和豐就交易取得，而且須為交收而轉付或轉付予本人/吾等的現金)。

Any cash held for me/us, other than cash received by WFS in respect of Transactions and which is on-paid for settlement purpose or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws and rules from time to time.

6. 清洗黑錢 Money Laundering

本人/吾等確認及同意證券的任何交易及賬戶的資金流動均須符合打擊清洗黑錢財務行動特別組織(香港是成員之一)所訂立的適用清洗黑錢規定(「清洗黑錢規定」)。本人/吾等同意遵守清洗黑錢規定，而和豐將在其權力範圍內執行或遵守必需的核證和鑑別程序。

I/We acknowledge and agree that any Transaction in Securities and monies flow activities in the Account will be covered by the applicable requirements relating to money laundering as set forth by the Financial Action Task Force of which Hong Kong is a member ("the Money Laundering Requirements"). I/We agree to comply with the Money Laundering Requirements and WFS shall attempt

within its power to meet or comply with the verification and identification procedures necessary.

7. 稅務要求 Tax Requirements

7.1 本人/吾等向和豐授權並同意就下文所規定須予披露者，向任何本地或外地的法律、監管、政府、稅務、執法或其他機關、或金融服務供應商的自律監管或行業組織或協會，包括但不限於不論目前或將來存在的任何結算及交收機構，披露任何客戶個人及戶口資料紀錄：

I/We authorize and agree WFS to disclose account and personal information to any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers, including but not limited to any settlement and clearing agencies, all of which may be within or outside Hong Kong and may be existing currently and in the future, where such disclosure is required under:

- (a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
applicable laws, binding or applying to WFS within or outside Hong Kong;
- (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong;
- (c) 由於和豐進行的金融、商業、業務或其他利益或活動涉及當地或海外法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的司法管轄區或與其有關，因此和豐負有對當地或海外法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會或其所施加的現時或未來合約或其他責任。
any present or future contractual or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers that are assumed by or imposed on WFS by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.

7.2 本人/吾等確認及同意，根據上文所述，和豐可代扣起任何應付的款項、將任何該等款項存入雜項或其他戶口及/或保留該等款項以待釐定有關預扣稅、外匯限制或管制的適用性，而毋須通知本人/吾等或對本人/吾等負上任何責任。對於因上述代扣、保留或存入款項而可能導致的任何推算稅前收益或虧損情況，和豐概不負責。

I/We agree and acknowledge that pursuant to the foregoing, WFS may, without notice or liability, perform, or cause to be performed, withhold any monies, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirements, foreign exchange restrictions or control. WFS shall not be liable for any gross up or any losses that may be incurred by reason of such withholding, retention or deposit.

8. 修改 Amendment

8.1 和豐有絕對酌情權不時增加、修訂、刪除或取代本協議的任何條款及條件，並通知本人/吾等有關變更，而該等變更將會在有關通知指明的日期生效。

WFS may from time to time in its absolute discretion add, amend, delete or substitute any of the terms and conditions of this Agreement by giving me/us notice of such changes which will become effective from the date specified in such notice.

8.2 本人/吾等知悉並同意，如果本人/吾等不接受和豐不時通知客戶的任何修改（包括和豐佣金比率及收費等的修改）本人/吾等有權根據本協議的終止條款終止此協議。本人/吾等亦同意，在交易之前如未有向和豐明確表達對該等修改的反對意見，而繼續允許和豐完成在戶口的任何交易，則本人/吾等被視為接受此類修改。

I/We acknowledge and agree that if I/We do not accept any amendments (including the amendments to WFS's commission rates and fees etc.) as notified by WFS from time to time, I/We shall have the right to terminate this Agreement in accordance with the termination clause under this Agreement. I/We further agree that any amendments shall be deemed to be accepted by me/us, should WFS continue to effectuate any Transaction(s) in the Account without being expressly communicated with my/our objections to such amendments prior to the Transaction(s).

9. 法律責任限度及彌償 Limitation of Liability and Indemnity

9.1 只要以良好信念行事，和豐即無須就延遲或未有履行其義務或因此而導致的任何損失、損害或費用承擔責任。此外，和豐無須對任何無法控制的事件，包括但不限政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、通訊設施的故障或停頓、戰爭、罷工、市場狀況、騷動、恐怖主義行為或恐嚇、天災或任何和豐控制範圍外的後果負責。

WFS shall not be liable for any delay or failure to perform their obligations or any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, WFS shall not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party conduct, suspension of trading, breakdown or collapse of communication facilities, war, strike, market conditions, civil order, acts or threatened, acts of terrorism, natural disasters, or any other circumstances beyond WFS's control whatsoever.

9.2 本人/吾等進一步同意和豐（包括和豐董事、高級職員、持牌代表及僱員）不應就所提供的任何資料負上法律責任，無論資料是否應本人/吾等之要求而提供。

I/We further agree that WFS (including WFS's directors, officers, licensed representatives and employees) shall not be liable in respect of any information rendered, whether such information was given at my/our request.

9.3 就所有針對和豐（包括和豐董事、高級職員、持牌代表及僱員）而作出的申索、訴訟、法律責任（不論是屬實際性質或或然性質）及針對彼等而進行的法律程序而言，本人/吾等將會全數彌償及承擔任何彼等履行其義務或提供服務或行使本協議之下的權利、權力或酌情權，包括由和豐為保障或強制執行其權利，或在本協議之下的抵押品權益（無論是否因本人/吾等的失責或違反所致），而蒙受或招致的損失、訟費、費用或開支（包括法律開支）。

I/We shall fully indemnify WFS (including WFS's directors, officers, licensed representatives and employees) against all claims, actions, liabilities (whether actual or contingent) and proceedings against any one of them and bear any losses, costs, charges or expenses (including legal fees) which any one of them may suffer or incur in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under this Agreement, including any action taken by WFS to protect or enforce its rights, or its security interest under this Agreement, whether or not as a result of any default or breach of me/us.

10. 失責 Default

倘為下述任何失責行為，所有本人/吾等虧欠和豐的款項連同利息即時到期及須即時繳交，而無須發出任何通知或要求：

All amounts owing by me/us to WFS together with interest become immediately due and payable without any notice or demand upon any one of the following events of default:

- (a) 若和豐認為本人/吾等在與或透過和豐進行任何交易時，違反或不遵守本協議的重要條款；
if, in WFS's opinion, I/we have breached any material term of this Agreement or defaulted in respect of any transaction with or through WFS;
- (b) 本人/吾等向和豐作出的任何陳述、保證和承諾時於要項上已屬不正確或其後變成不正確；
if any representation, warranty or undertaking to WFS was when given or hereafter becomes incorrect in any material respect;
- (c) 為遵守任何有關交易所或結算所的規則或條例；
for compliance with any rules or regulations of any relevant exchange or clearing house;
- (d) 當本人/吾等離世或被宣佈失去能力，或本人/吾等本身或有人向本人/吾等作出破產和清盤呈請，或就本人/吾等自願或強制清盤已作出命令或已通過議決案，或已召開會議審議一項指稱本人/吾等應予清盤的議決案；
in the event of my/our death or being declared incompetent or a petition in bankruptcy is filed by or against me/us or an order is made or resolution passed for my/our voluntary or compulsory winding up or a meeting is convened to consider a resolution that I/We should be so wound up;
- (e) 有人向本人/吾等在和豐的戶口發出財物扣押令或類似命令；或
any warranty or order of attachment or distress or equivalent order is issued against any of my/our Accounts with WFS; or
- (f) 當本人/吾等戶口變成不活動且結餘為零（即戶口中既無證券亦無現金）或負數（倘若本人/吾等對和豐有欠債），及當在出現以上任何一種情況（統稱「失責」），和豐將會擁有絕對酌情權，在無須給予通知或請求及在不影響其擁有的任何其他權利或補救方法的情況下，即時：
when my/our Account has become Dormant and the balance of which is zero (i.e. neither cash nor Securities are maintained in the Account) or negative (i.e. in the case that I/We have indebtedness owing to WFS), and upon the occurrence of any of such events (collectively referred to as "Default"), WFS shall be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to WFS, forthwith to:
 - (i) 將和豐所持有而屬於本人/吾等的全部或部份財產，以其最終決定的方式及條款加以出售或變現，並將所得的淨款項（扣除有關費用、開支及成本後）用以履行本人/吾等對和豐應盡的義務或償還本人/吾等虧欠和豐的債務；
sell or realize all or any part of my/our property held by WFS in such manner and upon such terms as WFS may conclusively decide and satisfy my/our obligations and indebtedness towards WFS out of the net proceeds (with fees, expenses and costs deducted) thereof;
 - (ii) 取消任何仍未執行的證券買賣盤；
cancel any open orders for the purchase or sale of Securities;
 - (iii) 將戶口中的任何或全部證券長倉出售；
sell any or all Securities long in the Account;
 - (iv) 買入證券以填補戶口的任何或全部短倉；及/或
buy any or all Securities which may be short in the Account; and/or
 - (v) 行使在本協議下的任何權利。
exercise any of its rights under this Agreement.

11. 終止 Termination

- 11.1 本人/吾等及和豐任何一方可隨時給予對方不少於七(7)個營業日書面通知以終止本協議。但若為本人/吾等所作出的失責，和豐隨時即可終止協議而無須事先通知本人/吾等。

Either party of me/us and WFS may terminate this Agreement at any time on the giving of not less than seven (7) Business Days' prior written notice to the other. However, WFS may terminate this Agreement forthwith at any time without notice to me/us in the case of Default committed by me/us.

- 11.2 任何在終止本協議前訂立之交易或任何一方在終止前取得的權利、權力、職責及義務，均不應因本協議之終止而受影響。

Any termination shall not affect any transaction entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.

- 11.3 在終止本協議時，本人/吾等將須即時向和豐償還任何及所有到期或未清劃欠款。

Upon termination of this Agreement, I/we will immediately pay WFS any and all amounts due or owing to it.

- 11.4 如果在已通知（由於失責除外）終止本協議後，本人/吾等的戶口有任何款項或證券結餘，本人/吾等同意在終止日期起的七日(7)之內提取該結餘。如果本人/吾等未能於七日(7)之內提款，本人/吾等同意和豐在無須負責任何損失或後果的情況下，可代表本人/吾等在市場上或以和豐合理決定的方式、時間及價格出售或處置本人/吾等的證券，並將相當於出售所得淨額及戶口的款項結餘以支票方式寄給本人/吾等最後所知之地址，有關風險則由本人/吾等獨自承擔。

In case of any cash or Securities balances in the Account upon termination of this Agreement by way of notice (other than as a result of Default), I/we agree to withdraw such balances within seven (7) days from the date of such termination. If I/we do not do so, I/we agree that WFS may on behalf of me/us and without any responsibility for any loss or consequence on its part sell or dispose of my/our Securities in the market or in such manner and at such time and price as WFS may reasonably determine and send to me/us at my/our sole risk my/our cheque representing any net sale proceeds and credit balances in the Accounts to my/our last known address.

12. 通知及通訊 Notices and Communication

- 12.1 和豐給予的任何通知或通訊須視為已經作出或給予本人/吾等：

Any notice or communication given by WFS to me/us shall be deemed made or given:

- (a) 如以信件方式作出通知，當中包括專人交付或以預付郵資郵件，有關郵遞信件需要合理時間內交付；及
if made by letter, upon delivery to me/us by hand or if sent by prepaid mail, delivery should be within a reasonable mailing period

- of time; and
- (b) 如果以電傳、圖文傳真、電子郵件或其他電子方式作出，則在有關信息向客戶傳送或可由本人/吾等讀取時生效。
if made by telex, facsimile, electronic mail or other electronic means, upon transmission of the message to or accessible by me/us.
- 12.2 和豐可能與本人/吾等通過口頭方式聯絡。對於任何留在本人/吾等的電話答錄機、語音信箱或其他類似電子或機械裝置上的資訊，應被視為在留言時已即時被本人/吾等收悉。
WFS may also communicate with me/us verbally. I/We are deemed to have received any message left for me/us on my/our answer machine, voicemail or other similar electronic or mechanical devices at the time it is left for me/us.
- 12.3 就任何由本人/吾等作出的通知或通訊，本人/吾等必須承擔有關風險，且唯有和豐實際收到有關通知後方能生效。
Any notice or communications made or given by me/us will be sent at my/our own risk and will be effective only upon actual receipt by WFS.
- 12.4 除非本人/吾等書面另行通知和豐，本人/吾等同意和豐可通過電子方式傳送任何通知、文件或通訊。
Unless otherwise inform WFS in writing, I/we expressly consent to WFS sending any notice, documents or communication to me/us by electronic means.
- 12.5 本人/吾等同意定期查看其用於接收和豐通訊的郵箱、電子郵箱、傳真機和其他設備。對因本人/吾等未能、延誤或疏於檢查上述通訊來源或設施而造成的任何損失，和豐概不負責。
I/We agree to check regularly my/our mailbox, electronic mailbox, facsimile machine and other sources of facilities through which I/we receive communication from WFS. WFS will not be responsible for any losses that arise from my/our failures, delay or negligence to check such sources or facilities.
- 12.6 本人/吾等明悉，如果因為本人/吾等未能提供、更新及/或通知和豐有關其戶口的最新和準確的資料，而導致郵件無法送達或退回，和豐出於對戶口安全和完整的考慮可以臨時或永久停止或限制其戶口活動。
I/We understand, for the security and integrity of my/our Account, that WFS may temporarily or permanently disable or restrict my/our Account, if and when the mails become undeliverable or are returned as a result of my/our failure to provide, update and/or notify WFS with most current and accurate Account information.
- 12.7 本人/吾等有責任在收到所有有關本人/吾等的交易或其他戶口活動資訊的確認回條、確認單、成交單據和戶口對賬單後進行審核。除非本人/吾等在收到或被認為收到上述資訊後的七(7)日內向和豐提出書面的異議通知，否則所有上述文件中包含的交易或其他資訊將對本人/吾等具有約束力。無論何種情況，和豐保留客戶對相關交易及資訊的異議是否有有效的決定權。
I/We are responsible for reviewing all acknowledgements, confirmations, contract notes and Account statements in relation to my/our Transactions and other Account activities information upon first receiving them. All Transactions and other information therein contained will be binding on me/us unless WFS receives my/our notice of objection in writing within seven (7) days after I/we received or deemed to have received them. In all cases, WFS reserves the right to determine the validity of my/our objection to the relevant Transaction or information.
- 13. 新上市證券 New Listing of Securities**
- 13.1 倘若本人/吾等要求並授權和豐作為本人/吾等的代理人及為本人/吾等或任何其他人士的利益申請於聯交所新上市及/或發行的證券，為了和豐的利益，本人/吾等保證和豐有權代本人/吾等作出該等申請。
In the event that I/we request and authorize WFS to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as my/our agent and for my/our benefit of any other person, I/we hereby warrant to and for WFS's benefit that WFS have authority to make such application on my/our behalf.
- 13.2 本人/吾等應熟悉並遵從任何招股說明書及/或發行文件、申請表格或其他有關文件內所有載之管轄新上市及/或發行的證券及其申請之全部條款和條件，本人/吾等同意在與和豐進行的任何交易中受該等條款和條件約束。
I/We shall familiarize myself/ourselves and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and I/we agree to be bound by such terms and conditions in any such transaction I/we may have with WFS.
- 13.3 本人/吾等茲向和豐作出新上市及/或發行證券申請人(不論是向有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士)需要作的所有陳述、保證和承諾。
I/We hereby give to WFS all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, the Exchange or any other relevant regulator or person).
- 13.4 本人/吾等茲進一步聲明和保證，並授權和豐通過任何申請表格(或以其他方式)向聯交所和任何其他適合人士披露和保證，為受益予本人/吾等或本人/吾等在申請中載明的受益人士，和豐作為本人/吾等代理人作出的任何申請是本人/吾等或和豐代表本人/吾等作出唯一的申請或打算作出唯一的申請。本人/吾等確認和接受，就和豐作為本人/吾等代理人作出的任何申請而言，和豐和有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士將會依賴上述聲明和保證。
I/We hereby further declares and warrants, and authorize WFS to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by WFS as my/our agent is the only application made, and the only application intended to be made, by me/us or on my/our behalf, to benefit me/us or the person for whose benefit my/our applying. I/we acknowledge and accept that the aforesaid declaration and warranty will be relied upon by WFS and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, Exchange or any other relevant regulator or person in respect of any application made by WFS as my/our agent.
- 13.5 本人/吾等確認，倘若未上市公司除證券買賣外未有從事其他業務而本人/吾等對該公司具法定控制權力，則該公司作出的申請應被視為為本人/吾等的利益而作出的。
I/We acknowledge that any application made by an listed company which does not carry on any business other than dealing in Securities and in respect of which I/we exercise statutory control shall be deemed to be an application made for the benefit of me/us.
- 13.6 本人/吾等承認和明白，證券申請的法律和監管規定及市場慣例不斷變化，而任何一種新上市或發行證券的規定亦會變更。本人/吾等承

諾；按和豐不時絕對酌情決定的法律和監管規定及市場慣例的要求，向和豐提供資料並採取額外的步驟和作出額外的陳述、保證和承諾。I/We recognize and understand that the legal regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. I/we undertake to provide to WFS such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as WFS may in WFS's absolute discretion determined from time to time.

14. 陳述、保證及承諾 Representation, Warranties and Undertakings

14.1 本人/吾等陳述本人/吾等已達必須的法定年齡並精神上適合簽訂協議。

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

14.2 除非本人/吾等已預先以書面向和豐披露，本人/吾等現陳述本人/吾等並非任何交易所、結算所的董事或僱員或根據證券條例之持牌人或註冊人士。

I/we represent that, unless I/we have previously disclosed in writing to WFS, I/we are not director(s) or employee(s) of any exchange, clearing house or any licensed or registered person under the SFO.

14.3 本協議中所有陳述及保證將會視作為在替本人/吾等或代表本人/吾等進行每宗交易或買賣，或向本人/吾等提供任何服務之前已再次重複作出。

All representations and warranties appeared in this Agreement shall be deemed to be repeated immediately before each Transaction or dealing is carried out for or any service is provided to me/us or on my/our behalf.

15. 仲裁 Arbitration

在和豐全權選擇和絕對酌情決定前提下，因本協議所引起或與之有關的任何爭議、爭論和索賠，或本協議之終止或無效或對其之違約，應根據現行有效並可由本條其他規定修訂之聯合國國際貿易法委員會仲裁規則通過仲裁解決。委任機構為香港國際仲裁中心，仲裁地點在香港之香港國際仲裁中心（「香港國際仲裁中心」），仲裁員為一人。香港國際仲裁中心將根據本協議日有效之該中心仲裁程序（包括其中所載之聯合國國際貿易法委員會仲裁規則以外之補充）管理該等任何仲裁。仲裁程序用之語言為英文。

At the sole option of WFS and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNICITRAL arbitration rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre (HKIAC). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC procedures for arbitration in force at the date of this Agreement including such additions to the UNICITRAL arbitration rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

16 風險披露聲明書 Risk Disclosure Statement

16.1 證券交易的風險 Risk of Securities Trading

本人/吾等知道證券價格有時可能會非常波動，證券價格可升可跌，甚至可能變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

I/We acknowledge that the prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

16.2 買賣創業板股份的風險 Risk of trading Growth Enterprise Market Stocks

本人/吾等明白創業板涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

I/We understand that Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

本人/吾等只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

I/We should make the decision to invest only after due and careful consideration. 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/吾等清楚瞭解，現時有關創業板股份的資料只可以在「聯交所」所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

I/We understand that current information on GEM stocks may only be found on the internet website operated by "the Exchange". GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

假如本人/吾等對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

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 GEM stocks.

16.3 在香港以外地方收取或持有的客戶資產的風險 Risk of client assets received or held outside Hong Kong

和豐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。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/吾等客戶資產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。

Client assets received or held by WFS outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such my/our assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

16.4 提供代存郵件或將郵件轉交第三方的授權書的風險 Risk of providing an authority to hold mail or to direct mail to third parties

假如本人/吾等向和豐提供授權書，允許和豐代存郵件或將郵件轉交第三方，那麼本人/吾等便須盡速親身收取所有關於本人/吾等帳戶

的結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

If I/we provide WFS with an authority to hold mail or to direct mail to third parties, it is important for me/us to promptly collect in person all statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

- 16.5 在「聯交所」買賣納斯達克 - 美國證券交易所證券的風險 Risk of trading NASDAQ – AMEX securities at “the Exchange”
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證券之前，應先諮詢有關交易商或註冊人的意見及熟悉該項試驗計劃。本人/吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非「聯交所」的主板或創業板作第一或第二上市的證券類別加以監管。

The securities under the NASDAQ-AMEX Pilot Program (“PP”) are aimed at sophisticated investors. I/We should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. I/We should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of “the Exchange”.

- 16.6 在交易所買賣衍生產品的風險 Risks of Exchange traded derivative products
在交易所買賣衍生產品是指在交易所上市或買賣的衍生產品，包括但不限於期貨合約、期權合約、認股權證、可贖回牛/熊合約（「交易所衍生產品」）。

Exchange traded derivative products are derivative products that are listed or traded on an exchange (including, but not limited to, futures contracts, options contracts, warrants, callable bull / bear contracts (“Exchange Derivative Products”))

本人/吾等清楚並同意如下內容: I/We understand and agree that :

- (a) 交易所衍生產品之流動性不可預測。交易所衍生產品上市並不必然導致比未上市的衍生產品有更大流動性；
it is not possible to predict the liquidity of Exchange Derivative Products. The fact that the Exchange Derivative Products may be so listed does not necessarily lead to greater liquidity than if they were not so listed;
- (b) 對於涉及在交易所交易的合約或工具之投資交易，當某些情況(如交易所或結算所正常的市場運作或條件中斷，某些合約或工具交易的暫停或限制，及/或影響上述交易拋售或相關資產流動性的其他事件)發生，虧損的風險可能會增加；
for Transactions in relation to investments involving contracts or instruments which are traded on an exchange, the risk of loss may increase if certain events (such as disruption of the normal market operations or conditions of the relevant exchange or clearing house, suspension or restriction of trading certain contracts or instruments and / or other events which affect the closing out of such Transactions or the liquidating of the relevant positions) occur;
- (c) 在某些情況下，交易所買賣合約或工具的規範可能由有關交易所就結算所進行修訂，而且此等修訂可能會對本人/吾等的投資造成不利影響；
under certain circumstances, the specifications of an exchange-traded contract or instrument may be modified by the relevant exchange or clearing house and such modification may have an adverse affect on my/our investments ;
- (d) 倘若發行人破產並對上市證券違約，本人/吾等將被視為無擔保債權人，並對發行人持有的任何資產沒有優先追索權。因此本人/吾等應當密切關注發行人之經濟實力及信用狀況；
in the event that an issuer becomes insolvent and defaults on their listed Securities, I/we will be considered as unsecured creditors 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 the issuers;
- (e) 無擔保交易所衍生產品是名義資產擔保的。若發行人破產，本人/吾等會喪失所有投資。本人/吾等應當閱讀上市文件以確定產品是否沒有擔保；
uncollateralized Exchange Derivative Products are not asset backed. In the event of issuer bankruptcy, I/we can lose my/our entire investment. I/We should read the listing documents to determine if a product is uncollateralized ;
- (f) 交易所買賣衍生產品通常涉及到很高的槓桿率，因此基礎證券的價格出現相對輕微的波動會導致交易所衍生產品價格出現不成比例之大幅波動。交易所衍生產品的價值不是固定的，而是會隨著市場波動，會受到許多因素的影響，包括經濟及/或政治環境的變化。因此交易所衍生產品的價格會波動，並且可能跌至零，導致初始投資的全部損失。此外，交易所衍生產品的價格可能因市場供求因素等外部影響而與其理論價格不匹配。因此，實際交易價格可能高於或低於理論價格；
Exchange Derivative Products often involve a high degree of gearing, so that a relatively small movement in the price of underlying securities results in a disproportionately large movement in the price of the Exchange Derivative Products. The values of Exchange Derivative Products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in economic and / or political environment. The prices of Exchange Derivative Products can therefore be volatile and may fall to zero resulting in a total loss of initial investment. Further, the price of an Exchange Derivative Product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price ;
- (g) 交易所衍生產品有到期日，在該日期後它們可能會變得毫無價值。本人/吾等必須瞭解產品的有效時間範圍，並為交易策略選擇一種有效期合適的產品。特別是，衍生權證的價值會隨著逐漸趨近其到期日期而貶值，因此，衍生權證不應被看作是長期投資；
Exchange Derivative Products have an expiry date after which they may become worthless. I/We must be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy. In particular, the value of a derivative warrant will decay over time as it approaches its expiry date, therefore, derivative warrants should not be viewed as long term investments ;
- (h) 投資者應當清楚基礎資產波動性。買賣基礎資產為非港幣計價的交易所衍生產品的投資者還將負擔匯率風險。匯率波動對基礎資產的價值會產生不利影響，也會影響到交易所衍生產品的價格；
investors should be aware of the underlying asset volatility. Investors trading Exchange Derivative Products 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 Exchange Derivative Products price ;
- (i) 聯交所要求所有結構性產品發行人為每一次發行指定流動性提供商。流動性提供商的責任是提供雙向報價以便於產品交易。如果一家流動性提供商未能或停止履行其責任，那麼只有在指定新的流動性提供商後，本人/吾等才能購買或銷售該產品；及
the Exchange requires all structured product 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; and
- (j) 一些交易所衍生產品具有即日取消或強制贖回特點。當基礎資產價值等於強制贖回價或達到上市檔中規定的水準，此等交易所衍生產品將停止交易。本人/吾等僅有權享有終止交易之衍生產品剩餘價值，此價值由產品發行商按照上市文件規定計算。本人/吾等也應當知道剩餘價值可能為零。此外，交易所衍生產品的發行價格還包括其資金成本。資金成本會因交易所衍生產品趨於到期而逐漸降低。交易所衍生產品的持續時間越長，其總資金成本越高。當此等交易所衍生產品被贖回時，本人/吾等將損失此等交易所衍生產品整個有效期內的資金成本。本人/吾等應當參考上市文件中列出的計算資金成本的公式。
- some Exchange Derivative Products have an intraday "knockout" or mandatory call feature. Such Exchange Derivative Products 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 Exchange Derivative Product as calculated by the product issuer in accordance with the listing documents. I/We should also note that the residual value can be zero. Further, with Exchange Derivative Products, the issue price of an Exchange Derivative Product includes funding costs. Funding costs are gradually reduced over time as the Exchange Derivative Products move towards expiry. The longer the duration of the Exchange Derivative Products, the higher the total funding costs. In the event that such Exchange Derivative Product is called, I/we will lose the funding costs for the entire lifespan of such Exchange Derivative Product. I/We should refer to the formula for calculating the funding costs that are stated in the listing documents.

16.7 交易所買賣基金的風險 Risk of Exchange traded funds

- (a) 交易所買賣基金可投資於股份指數期貨合約及其他衍生工具。衍生工具價格變化幅度甚大，並偶爾會出現急速之大幅變動。與傳統證券相比，衍生工具較容易受利率變動或市價突然波動所影響，因為衍生工具所要求之按金較少，且衍生工具所涉及之槓桿效應極高。故此，衍生工具出現相對較為輕微之價格變動，有可能即時導致交易所買賣基金蒙受重大損失（或收益）。
- Exchange traded funds ("ETF") may invest in stock index future contracts and other derivatives. Derivatives have a high degree of price variability and are subject to occasional rapid and substantial changes. Compared to conventional securities, derivatives can be more sensitive to changes in interest rates or to sudden fluctuations in market prices due to both the low margin deposits required, and the extremely high degree of leverage involved in derivative products. As a result, a relatively small price movement in the derivative product may result in immediate and substantial loss (or gain) to the ETF.
- (b) 倘交易所買賣基金投資於衍生工具而非只投資於傳統證券，其損失亦會較大。此外，不少衍生工具均不在證券交易所買賣。因此，進行涉及衍生工具交易之交易所買賣基金須承受因該交易所買賣基金之任何交易對手未能或拒絕履行合約責任之風險，因而令交易所買賣基金須承受額外流動性風險。

An ETF's losses may be greater if it invests in derivatives than if it invests only in conventional securities. In addition, many derivatives are not traded on exchanges. As a result, an ETF that engages in transactions involving derivatives is subject to the risk of the inability or refusal to perform with respect to such contracts on the part of any counterparties with which that ETF trades and as such may also expose the ETF to additional liquidity risks.

16.8 債券的風險 Risk of Bonds

- (a) 債券價格以及必定會波動，有時很劇烈。某種債券的價格會上下波動，而且可能變得毫無價值。購買及出售債券很可能會虧損，而不是獲益。而且，由和豐保管債券也會存在風險。債券持有人承擔發行人及/或擔保人（如適用）的信用風險，並且對和豐沒有追索權。

The price of bonds can and does fluctuate, sometimes dramatically. The price of a bond may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling of bonds. Also, there may be risks in leaving bonds in WFS's safekeeping. The holder of bonds bears the credit risk of the issuer and / or guarantor (if applicable) and has no recourse to WFS.

- (b) 並非所有債券都是按債券面值的百分比進行償還。債券的回報取決於發行條款，本人/吾等應當參考相應的發行說明書或條款，而且本人/吾等在到期日收到的錢或股票價值可能遠遠少於本人/吾等的原始投資價值。如果有任何到期應交割的零碎股或其他證券或基礎資產，它/它們可能不會進行實物交割。

Not all bonds provide for repayment of 100% of the face value of the bond. The return of a bond depends on the terms of issue and reference should be made to the corresponding prospectus or term sheet for detail and there may be circumstances that the money and / or value of shares that I/we receive at maturity may be substantially less than the value of my/our original investment. If there is any fractional share(s) or other Securities or underlying assets deliverables on maturity, it / they may not be physically delivered.

- (c) 若債券產品綜合了金融票據或其他衍生工具，如期權，其回報可能會與其他金融工具，如基礎股票、商品、貨幣、公司以及指數的表現相關。除非上述債券是在聯交所或其他受監管股票交易所上市，否則本人/吾等只能在場外市場出售上述債券。二級市場的債券價格受很多因素所影響，包括但不限於基礎股票的表現、商品、貨幣、公司、指數、參考公司信用質量的市場評審以及利率。本人/吾等必須明白二級市場並不一定存在的，即使存在，它可能不具有流動性。本人/吾等必須接受任何相關的流動性風險。

In situations where any bond is a product combining note with financial or other derivatives, such as options, its return may be linked to the performance of other financial instruments, such as underlying stocks, commodities, currencies, companies, and indices. Unless such bond is listed on Exchange or other regulated stock exchanges, I/we will only be able to sell such bond on the over-the-counter market if at all. The prices of bonds in secondary markets are affected by a wide range of factors, including without limitation, the performance of the underlying stocks, commodities, currencies, companies, indices, the market view of the credit quality of the reference company, and interest rates. I/We must be aware that secondary markets do not always exist and even where a secondary market exists, it may not be liquid. I/We must accept any associated liquidity risk.

- (d) 以外幣計算的合約買賣所產生的利潤或遭受的虧損（不論交易是否在本人/吾等本土轄區或其他地區進行），均會有需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

The profit or loss in transactions in foreign currency denominated contracts (whether they are traded in my/our own or another jurisdiction) will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency denomination of the contract to another currency.

16.9 合約的條款及細則的風險 Risk on terms and conditions of contracts

本人/吾等應向替本人/吾等進行交易的商號查詢所買賣的有關每一證券的條款及細則，以及有關責任（例如在什麼情況下本人/吾等或會

有責任就證券的相關資產進行交收)。交易所或上市公司在某些情況下，或會修改現有證券細則，以反映該證券相關資產的變化。

I/We should ask the firm with which I/we deal about the terms and conditions of each securities which I/we am/are trading and associated obligations (e.g. the circumstance under which I/we may become obliged to make or take delivery of the underlying interest of each securities). Under certain circumstances the specifications of outstanding securities may be modified by the exchange or the listed companies to reflect changes in the underlying interest.

16.10 電傳、電郵及/或其他電子方式指示的風險 Risk on instructions by facsimile, electronic email and/ or other electronic means

本人/吾等已考慮電傳、電郵及/或其他電子方式(例如: WHATSAPP, SIGNAL 等等)指示可能產生的風險，例如電傳及/或電郵簽署可能被偽造及指示可能傳送至錯誤號碼，以至未能送達 和豐；及第三者可能由此知道機密資料，和豐毋須就電傳、電郵及/或其他電子方式事故、事務、索償、虧損及訴訟費負上任何責任。

I/We should consider the possible risks inherent in the giving of instructions by facsimile, electronic email and/or other electronic means (e.g. WhatsApp, Signal, etc.). Non-original signatures on the facsimile and/or email may be forged and instructions given by facsimile, electronic email and/or other electronic means may be transmitted to wrong numbers, may never reach WFS and may thereby become known to third parties thus losing their confidential nature. WFS has no responsibility for the occurrence of any such circumstance of for any action, claim, loss, damage, or cost by facsimile, electrical email and/or other electronic means upon transmission.

17 個人資料 Personal Data

17.1 本人/吾等確認 和豐是根據個人資料(私隱)條例監管下使用本人/吾等之有關資料。本人/吾等亦確認「客戶資料表格」所載資料均屬完整、真實及正確。倘該等資料有任何變更，本人/吾等將會迅速的以書面通知 和豐。本人/吾等特此授權 和豐於任何時候對本人/吾等的信用進行查詢，及與包括本人/吾等的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

I/We acknowledge that WFS are subject to the provision of the Personnel Data (Privacy) Ordinance, which regulate WFS's use of personal data concerning me/us. I/We confirm that the information set out in the Client Information Form is complete, true and correct. I/We undertake to promptly inform WFS in writing of any changes to that information. WFS are also authorized at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers and any credit agency.

17.2 和豐將會對本人/吾等帳戶的有關資料予以保密，但 和豐可以根據有關交易所、證監會及任何其他監管機構的任何適用的法律或規例或應其要求，將該等資料提供予有關交易所、證監會及任何其他監管機構。

WFS will keep information relation to the Account confidential, but may provide any such information to the relevant exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations.

17.3 本人/吾等資料可能會於以下各方面：

- 開立、處理及延續帳戶；
- 向本人/吾等提供信貸金額的日常運作；
- 信貸分析；
- 信貸檢查及確認本人/吾等有良好信用；
- 確定 貴公司與本人/吾等相互間之債務；
- 向本人/吾等或其擔保人追收欠款；

The purpose for which data relating to me/us may be used are as follows:

- opening, administering and continuation of my/our Account;
- the daily operation of the loan facilities provided to me/us;
- making lending and credit analysis decision;
- conducting credit checks and ensuring ongoing credit worthiness of me/us;
- determining the amount of indebtedness owned to or by me/us;
- recovering of any monies owned from or liabilities incurred by me/us and those providing security for my/our obligations;
- meeting the requirements, including the requirement to make disclosure, under of any laws, rules or regulations binding on WFS; and/or
- for purposes of relating or incidental thereto.

根據 貴公司須遵守的條例而作出披露；及

- 與上述有關的其他用途。

17.4 和豐會把本人/吾等資料保密，但可能會將其資料提供與：

Data held by WFS relating to me/us will be kept confidential but WFS may provide, transfer, disclose or exchange such personal data to:

- 任何代理人、承包商、或者行政、電訊、電腦、支付或證券結算或其他與 和豐業務運作上提供有關服務的第三者；
any agent, contractor or third party service provider who provides administrative, telecommunications, computers, payment or securities clearing or other services to WFS in connection with the operation of its or their business;
- 任何對 和豐有保密責任的人；
any other person under a duty of confidentiality to WFS, which has undertaken to keep such information confidential;
- 任何與本人/吾等有或將有交易的財務機構及銀行；
any bank or financial institution with which I/we have or propose to have dealing;
- 任何 和豐的實質或建議受讓人，或參與人或附屬參與人或 和豐對本人/吾等權益的受讓人；
any actual or proposed assignee of WFS or participant or sub-participant or transferee of WFS's Group's rights in respect of me/us;
- 任何律師、會計師及專業人士；及
any legal, accounting or professional person, firm or body; and
- 政府(包括所有海外的政府部門)、法庭及其他監管機構。
any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

17.5 本人/吾等確認根據個人資料(私隱)條例，本人/吾等有權：

I/We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, I/we have the right to:

- 查閱 和豐是否持有本人/吾等的資料及有權索取該等資料；
check whether WFS hold data about me/us and the right of access to such data;
- 要求 和豐改正有關本人/吾等不正確的資料；
require WFS to correct any data relating to me/us which is inaccurate;
- 知道 和豐對資料的政策及實際上如何運用，及可獲知 和豐持有本人/吾等什麼資料。
- ascertain WFS's policies and practices in relation to data and to be informed of the kind of personal data held by WFS.

- 17.6 根據個人資料 (私隱) 條例規定, 和豐對處理索取資料的要求有權收取合理費用。本人/吾等可索取或更正資料或查詢 和豐對資料的政策及實際上如何運用及持有什麼資料。

In accordance with the terms of the Personal Data (Privacy) Ordinance, WFS has the right to charge a reasonable fee for the processing of any data access request. I/We may request for access to data or correction of data or for information regarding policies and practices and kinds of data held.

18. 一般規定 General

- 18.1 本協議及所有交易均對本人/吾等有有效及合法之約束力。

This Agreement and all Transactions shall constitute valid and legal binding obligations on me/us.

- 18.2 和豐根據本協議的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。

All rights of WFS pursuant to this Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

- 18.3 倘本協議之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執行, 則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受影響, 而本協議將繼續獲得執行, 猶如該無效或不能強制執行之條文並無載於本協議內一樣。

If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

- 18.4 本人/吾等除非獲得 和豐書面批准, 否則本人/吾等不得將本協議下任何本人/吾等之權利及/或義務轉讓予任何其他人士。

I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with WFS's prior written consent.

- 18.5 在本協議中, 除非內容另有指明外: (1) 文字包括眾數及單數; 及 (2) 文字包括所有性別。

In this Agreement, unless the context otherwise requires: (1) words denoting the singular include the plural and vice versa; and (2) words importing one gender include every gender.

19 確認 Acknowledgement

- 19.1 本人/吾等明白及確認交易雖然可帶來商業及/或經濟上的利益, 本人/吾等亦須承擔其商業及/或經濟上的風險。

I/We acknowledge and understand that though commercial or economic benefit may be gained from the Transactions, I/we will also bear economic and/or commercial risk associated with such Transactions.

- 19.2 本人/吾等同意 和豐可進行與本人/吾等指示相對之買賣交易, 而不論有關買賣為 和豐本身或代表其他客戶進行。

WFS may take the opposite position to my/our Transactions whether it is on WFS's own account or on behalf of WFS's other clients.

- 19.3 本人/吾等確認本協議的條款已用本人/吾等明白的語言向本人/吾等解釋。

I/We confirm that the terms of this Agreement have been explained to me/us in a language which I/we understand.

- 19.4 在解釋本協議而引致任何不一致或矛盾的情況下, 將以英文本為準。本人/吾等現清楚贊成及同意本協議內的一切條款及條件。

In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. I/We hereby expressly agree and consent to the terms and conditions herein contained.

- 19.5 本協議及根據本合約產生的所有權利、義務及責任均受香港特別行政區法律管轄, 並按照香港法解釋, 本合約各方同意, 將所有因本合約而產生之事宜交託非專屬司法權之香港法院管轄。

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR. The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR in relation to all matters arising from this Agreement.

本協議訂於 _____ 年 _____ 月 _____ 日
This AGREEMENT is made on the _____ day of _____, _____

由 [客戶名稱/姓名] 簽署
SIGNED by [Name of Client]

客戶簽署/授權簽名/公司印章
Authorised Signature/Business Chop

見證人 in the presence of:

姓名 Name:

職業 Occupation:

地址 Address:

見證人簽名
Witness Signature

經由和豐證券有限公司確認及接受
Acknowledged and accepted by
Wo Fung Securities Co. Ltd.

授權簽名/公司印章
Authorised Signature/Business Chop

客戶確認書 Client's Acknowledgment

本人/吾等謹此聲明及確認，現金客戶協議之風險披露聲明書，已由和豐證券有限公司之註冊人向本人/吾等全部解釋清楚，本人/吾等確認和豐證券有限公司已向本人/吾等選擇的語言（英文或中文）提供該份風險披露聲明書。本人/吾等已被獲邀閱讀該份風險披露聲明書，提出問題及徵求獨立的意見(如客戶有此意願)。

I/We hereby declare and acknowledge that the Risk Disclosure Statements as stated in the Cash Client's Agreement have been fully explained to me/us by a Licensed Person of the Wo Fung Securities Company Limited. I/We confirm that the Risk Disclosure Statements are provided to me/us in a language chosen by me/us (English or Chinese) and I/we have invited to read the Risk Disclosure Statements, to ask question and take independent advices (if I/we wish to).

客戶簽署 Client's Signature(s):

名稱 Name (_____)

名稱 Name (_____)

簽署日期 Date signed: _____

職員聲明 (內部專用) (請用正楷填寫) Declaration by Staff (For Internal Use Only) (Print in Block Letters)

本人，_____，持牌人中央編號_____，確認本人已按照客戶所選擇的語言（英文或中文）向客戶提供現金客戶協議列明的風險披露聲明書，及邀請客戶閱讀該風險披露聲明書，提出問題及徵求獨立的意見(如客戶有此意願)。

I _____, a licensed person with CE Number _____, confirm that I have provided the Risk Disclosure Statements set out in the Cash Client's Agreement in language of the Client's choice (English or Chinese) and that I have invited the Client to read the Risk Disclosure Statements, ask question and take independent advices, (if the Client wishes to).

簽署：
Signed By: _____

日期：
Date: _____