

Account No. : _____

VMS Securities Limited 鼎珮證券有限公司

Trading Agreement 交易合約

for

Corporate Client 公司戶口

July 2019

Account Type: Securities Margin Account

賬戶類別: 證券保證金買賣賬戶

VMS SECURITIES LIMITED is licensed under the Securities and Futures Ordinance (SFO) to carry on Type 1, Type 4 and Type 6 regulated activities with CE No. AAC621 and an exchange participant of the Stock Exchange of Hong Kong Limited.

鼎珮證券有限公司根據《證券及期貨條例》獲發牌進行第1類、第4類及第6類受規管活動(CE編號AAC621)及香港聯合交易所有限公司的交易所參與者。

VMS SECURITIES LIMITED

鼎珮證券有限公司

FOR OPENING AN ACCOUNT UNDER CLIENT'S
CLIENT INFORMATION & APPLICATION FORM
用作根據客戶合約開立戶口的資料

Client Company Name : _____ (in English 英文)

公司名稱

_____ (in Chinese 中文)

Registered Office Address 註冊辦事處地址:

Correspondence Address 通訊地址:

Tel No. : _____

電話號碼

Fax No.: _____

傳真號碼

Email Address 電郵地址: _____

Place of Incorporation: _____

註冊地點

Date of Incorporation : _____

註冊日期

Certificate of Incorporation No. : _____

公司註冊號碼:

Business Registration No.: _____

商業登記號碼

Nature of business : _____

業務性質

Is the person authorized to operate this account a Licensed or Registered Person of the Securities and Futures Commission of Hong Kong? 被授權操作本戶口的人士是否為香港證券及期貨事務監察委員會的持牌或註冊人士?

☐ No 否 ☐ Yes 是 _____ (Please provide details, 請詳述)

Director 董事

Name of Director 董事姓名	HKID Card / Passport No 香港身份證 / 護照號碼	Place of birth / Nationality 出生地點 / 國籍

Beneficial owners 實益擁有人

Beneficial owner in relation to a corporation means:

(i) an individual who –

(a) owns or controls, directly or indirectly, including through a trust or bearer share holding, more than 25% of the issued share capital of the corporation;

(b) is, directly or indirectly, entitled to exercise or control the exercise of more than 25% of the voting rights at general meetings of the corporation; or

(c) exercises ultimate control over the management of the corporation; or

(ii) if the corporation is acting on behalf of another person, means the other person.

實益擁有人的定義界定為:

(i)符合以下說明的個人

(a) 直接或間接地擁有或控制 (包括透過信託或持票人股份持有) 該法團已發行股本的25%以上

(b) 直接或間接地有權行使在該法團的成員大會上的投票權的25%以上, 或支配該比重的投票權的行使; 或

(c) 行使對該法團的管理最終的控制權; 或

(ii) 如該法團是代表另一人行事是指該另一人。

Name of Beneficial owner 實益擁有人姓名	HKID No. / Passport No 香港身份證號碼 / 護照號碼	Place of birth / Nationality 出生地點 / 國籍	Residential Address 住宅地址

We undertake that we shall immediately upon request by you, inform you and/or the Hong Kong regulators the identity and contact details of the person who will ultimately benefit from these transactions and any third party (if different from the client / the ultimate beneficiary) who originated the transactions.

本公司/吾等承諾會根據香港的監管機構要求，盡快提供所需的客戶資料，這資料是有關交易之最終受益的人士或實體。

Financial Summary 財政資料簡要

- Total current assets
公司流動資產動值 _____
 - Total assets
公司資產總值 _____
 - Total liabilities
公司負債總值 _____
 - Shareholders fund
股東權益總值 _____
 - Issued and paid up share capital
已發行股本總值 _____
- Source of Fund 資金來源: _____ Source of Wealth 財富來源: _____

Investment History 投資歷史

- Years of Experience in Securities Investment: ☐ Nil 無 ☐ Less than 1 year 少於一年
證券投資的經驗年期 ☐ 1 - 3 years 一至三年 ☐ 3 - 5 years 三至五年
☐ More than 5 years 多於五年

Investment Experience 投資經驗

- ☐ Nil 無 ☐ Securities 證券
☐ Futures or Options 期貨或期權 ☐ Warrants or CBBCs 窩輪或牛熊證
☐ ETF 交易所買賣基金

Risk Profile 風險承擔

In general, which of the following items best describes your investment objectives? 在一般情況下，以下哪一項最適合形容閣下的投資目標？

- ☐ Capital Growth 資本增值 ☐ Dividend Income 股息收入
☐ Hedging 對沖 ☐ Speculation 投機
☐ Others 其他 _____ (Please provide details, 請詳述)

How much loss to your investments are you prepared to accept? 對於貴公司的投資，閣下可以承擔多少損失？

- ☐ up to 100% or beyond 最高為 100% 或更多 ☐ up to 70% 最高為 70%
☐ up to 50% 最高為 50% ☐ up to 30% 最高為 30%
☐ up to 10% 最高為 10%

Knowledge and Investment Experience in Derivative Products 對衍生產品認識及投資經驗

Have previous trading experience by conducting five or more derivative transactions in the past three years.

於過去三年曾進行五次或以上衍生產品買賣交易。

- ☐ Yes 是 ☐ No 否

Have previous working experience in trading derivative products.

擁有與買賣衍生產品相關的工作經驗。

- ☐ Yes 是 ☐ No 否

Have experience in attending training courses on derivative products in the past five years.

過去五年內曾出席有關衍生產品的培訓課程。

- ☐ Yes 是 ☐ No 否

Please let us know of any other information that you would consider relevant for our assessment of your risk profile.

如閣下認為尚有任何其他資料有助我們對閣下的風險概況進行評估的，請告知。

- ☐ Client understand that Client has to acquire enough understanding on the nature and risks of derivative product(s) before trading them. Client has sufficient net worth to be able to assume the risks and bear the potential losses of trading in derivative product(s). 客戶明白於買賣衍生產品前必須先具備對衍生產品的性質和風險的認識。客戶有足夠的淨資產來承擔因買賣衍生產品而可能招致的風險和損失。

Related Margin Client 關連保證金客戶

Are you in the same group of companies as other corporates which maintain margin account(s) with VMS Securities Limited?
貴公司是否與鼎珮證券有限公司其他保證金客戶屬於同一集團？

☐ No 否 ☐ Yes 是 (Name of Relevant Companies有關公司名稱: _____)

Do you control 35% or more of the voting rights of another margin client of VMS Securities Limited?

貴公司是否控制鼎珮證券有限公司其他保證金客戶之百分之三十五或以上的投票權？

☐ No 否 ☐ Yes 是 (Name of Relevant Companies有關公司名稱: _____)

Bank Account 銀行賬戶

Banker: _____
銀行名稱

Branch / Address: _____
分行 / 地址

Account Name: _____
賬戶名稱

Account Number: _____
賬戶號碼

Account Type : ☐ Savings 儲蓄戶口
賬戶類別

☐ Current 來往戶口

☐ Others 其他

Related Account 關連賬戶

Do you, the beneficial owner(s) of the Account and/ or the person ultimately responsible for giving instructions for the Account ("Relevant Persons") have any relationship with shareholder(s), director(s), partner(s) or employee(s) of VMS Securities Limited or its affiliated companies? 閣下,作為此賬戶實益擁有人及或此賬戶進行交易的最終負責發出指示人士(「有關人士」),與鼎珮證券有限公司或其附屬公司之股東,董事,合夥人或職員是否有任何關係?

☐ Yes是:

If yes, please provide如果是,請提供:-

Name of the Relevant Person有關人士名稱: _____

☐ No不是

Name of the shareholder, director, partner or employee股東, 董事, 合夥人或職員之名稱:

Relationship 關係: ☐ Husband/ Wife丈夫/妻子 ☐ Father/ Mother/ Son/ Daughter 父親/母親/兒子/女兒

☐ Other其他: _____

Politically Exposed Person 政治人物

Politically exposed person (PEP) means—

(a) an individual who is or has been entrusted with a prominent public function in a place outside the People's Republic of China and—

(i) includes a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official; but

(ii) does not include a middle-ranking or more junior official of any of the categories mentioned in subparagraph (i);

(b) a spouse, a partner[#], a child or a parent of an individual falling within paragraph (a), or a spouse or a partner of a child of such an individual; or

(c) a close associate[^] of an individual falling within paragraph (a);

A person is a partner of an individual if the person is considered by the law of the place where the person and the individual live together as equivalent to a spouse of the individual.

[^] A person is a close associate of an individual if the person is—

(a) an individual who has close business relations with the first-mentioned individual, including an individual who is a beneficial owner of a legal person or trust of which the first-mentioned individual is also a beneficial owner; or

(b) an individual who is the beneficial owner of a legal person or trust that is set up for the benefit of the first-mentioned individual.

政治人物 (politically exposed person)指 ——

(a)在中華人民共和國以外地方擔任或曾擔任重要公職的個人 ——

(i)並包括國家元首、政府首長、資深從政者、高級政府、司法或軍事官員、國有企業高級行政人員及重要政黨幹事；但

- (ii) 不包括第(i)節所述的任何類別的中級或更低級官員；
(b)(a)段所指的個人的配偶、伴侶#、子女或父母，或該名個人的子女的配偶或伴侶；或
(c)與(a)段所指的個人關係密切的人^

如根據某人與某名個人共同生活的地方的法律，該人被視為等同於該名個人的配偶，該人即屬該名個人的伴侶。

^ 如某人符合以下說明，該人即屬與某名個人(首述個人)關係密切的人 ——

- (a)該人是與首述個人有密切業務關係的個人(在首述個人屬某法人或信託的實益擁有人的情況下，包括同樣屬該法人或信託的實益擁有人的個人)；或
(b)該人是屬某法人或信託的實益擁有人的個人，而該法人或信託是為首述個人的利益而成立的。

Is any one of Director(s) and/or Beneficial owners a politically exposed person? ☐ No ☐ Yes, details:

公司董事及或實益擁有人是否政治人物? ☐ 否 ☐ 是, 詳細資料:

If there are any changes on politically exposed person status, client must inform VMS Securities Limited in writing within 30 days.

如有關政治人物的資料有變更, 客戶必須於30日內書面通知鼎珮證券有限公司。

Method of Communication 通訊方法

Trading confirmations and statements will be sent by the following means (select one):

交易確認及賬單透過以下方式發送 (只選一項):

☐ By email 電郵方式

☐ By post 郵遞方式: ☐ Correspondence Address 通訊地址 ☐ Registered Office Address 註冊辦事處地址

此欄不用填寫 For Official Use Only

Customer Risk Categories Description 客戶風險評估結果 (To be completed by Staff)

Based on your responses, your risk categories is: 根據閣下的回應，您的風險評估結果為:	高風險 High Risk	中度風險 Medium Risk	低風險 Low Risk
---	------------------	---------------------	-----------------

CLIENT'S AGREEMENT 客戶合約

To : **VMS Securities Limited**
49/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
致 : **鼎珮證券有限公司**
香港中環康樂廣場8號交易廣場1座49樓

We _____ (“Client”) hereby request VMS Securities Limited (the “Company”) to open and maintain a margin securities trading account or accounts (referred to, together with any other accounts maintained by us with the Company, as the “Account(s)”) on the terms and conditions set out in the Margin Account Terms and Conditions (the “Terms and Conditions”).

本人/吾等為 _____ (下稱「客戶」)，茲要求鼎珮證券有限公司依照保證金賬戶條款和條件(下稱「條款和條件」)為本人/吾等開立並維持一個或多個保證金交易賬戶(此賬戶將與本人/吾等在貴公司維持的任何其他賬戶合稱為「賬戶」)。

We understand that the Company may, in your absolute discretion, from time to time based on the Terms and Conditions and any other terms and conditions the Company may think fit, provide us with financial accommodation in respect of transactions in securities (as defined in the Terms and Conditions) effected by the Company on our behalf. The Account(s) which the Company establishes for us to record such transactions shall be margin securities account(s). We wish to open one or more Account(s) with the Company as we may decide from time to time for the purchase or sale of securities.

本人/吾等理解，貴公司可以絕對酌情不時依照賬戶條款和條件以及貴公司認為適當的其他條款，就貴公司代表本人/吾等進行之證券(定義見條款和條件)交易向本人/吾等提供財務通融。貴公司為記錄此類交易而為本人/吾等開立的賬戶應是保證金證券交易賬戶。本人/吾等希望不時按本人/吾等的決定在貴公司開立一個或多個賬戶，以便買賣證券。

The Company agrees that the Company will from time to time at our request and at the Company's sole discretion allow us to open one or more Account(s) with the Company and accept and maintain such Account(s) to be designated by names, numbers or otherwise, and will act as agent (except as principal(s) on occasions specified in this Agreement) for us in the purchase or sale of securities subject to the Terms and Conditions.

貴公司同意不時按本人/吾等要求，全權酌情接納本人/吾等以名稱/姓名(等)、號碼(等)或其他方式開立一個或多個賬戶並接納本人/吾等開立及維持該(等)賬戶，貴公司亦將根據本協議條款和條件擔任本人/吾等之代理人(如有本協議另行指明充任主事人(等)之情況例外)，代本人/吾等買賣證券。

In consideration of your approval to open and maintaining one or more Account(s) under our name with you or your successors or assignees, we accept and agree to the attached Terms and Conditions, which together with the schedules, forms part of this Agreement, which has been duly signed by us.

茲獲貴公司批准本人/吾等在貴公司開立一個或多個證券賬戶，本人/吾等接納及同意隨本合約所附上的條款和條件作為本合約的一部份，及確認本人/吾等所簽署的本合約。

We hereby further confirm the followings: -

本人/吾等確認以下事項:-

- i) We have read the English/Chinese version of this Agreement or that the contents of this Agreement have been explained to us in a language which we understand and agree to be bound by and understand that the Agreement will not be effective until it has been accepted by you and notified to us.

本公司/吾等確認已詳閱本合約之中/英文本，其中內容亦已全部以本公司/吾等明白之語文向本公司/吾等解釋清楚。本公司/吾等贊成及同意本合約內之一切條款，並明白直至貴公司接納及通知本公司/吾等時方為生效。

- ii) In the event that there is an inconsistency between the English and the Chinese version of this Agreement, the English version shall prevail.

本合約之中文文義如與英文原文有歧義，概以英文為準。

- iii) The information given by us to you in connection with the opening of this Account is complete, true and correct and you are entitled to rely on such information until you have received written notice from us of any changes to such information. We undertake to inform you immediately of any changes to such information.

本公司/吾等聲明本表格所載之資料乃真實、完整及正確，除非貴公司接獲關於本公司/吾等任何變更的書面通知。本公司/吾等謹此承諾本表格所載之資料如有任何變更，本公司/吾等會立即通知貴公司。

- iv) We acknowledge and confirm that we have authorized you to deal with Monies (as defined in the Terms and Conditions) and securities and securities collateral in accordance with Clause 26 of the Terms and Conditions of Securities Account and Clause 3 of the Terms and Conditions of Margin Account which have been explained to us and which we understand.

本人/吾等謹此承認及確認本人/吾等已經根據證券賬戶條款和條件內第26條及保證金賬戶條款和條件內第3條授權貴公司處置在條款和條件內所定義的款項、證券及證券抵押品，並且本人/吾等就該條款的內容已獲得解釋，及本人/吾等明白該條款的內容。

- v) At our Board Meeting duly constituted and held on _____, our Board approved the contents of this Agreement and appointed authorized signatories to deal in securities transactions with VMS Securities Limited.
本公司董事局於_____年_____月_____日正式已召開之董事會會議，批准通過本客戶合約之內容，並委派獲授權人士與鼎珮證券有限公司進行證券買賣交易。
- vi) We have read and understood Clause 28 'Risk Disclosure' in this Agreement, and have been provided with the risk disclosure statements set out in the attached Schedule in a language of my preference.
本公司/吾等確認已詳閱並明白本合約內第28條「風險披露」，及已收妥附件中所列出的風險披露聲明書。
- vii) We acknowledge that the interest rate referred to in Clause 6.1 of this Agreement shall be 10% above the best lending rate referred therein.
本公司/吾等確認本合約條款第 6.1 條所提及的利息是最優惠利率加百分之十。
- viii) We have read and understood the FATCA Fact Sheet, CRS Fact Sheet and the terms as described in the Declarations and Signature of the Self Certification on Tax Residency Status, and agree to be bound by such terms as described in the Declarations and Signature of the Self Certification on Tax Residency Status.
我 / 我們已經閱讀並理解FATCA 資料便覽, CRS 資料便覽和自我認證稅務居留身份中所述聲明的條款和簽名，並同意受此類自我認證稅務居留身份中所述聲明的條款和簽名所約束。
- ix) We have read and understood the 'Personal Information Collection Statement' included in this Agreement and that we consent to the use of such data and all personal data supplied to you for the purposes set out in the Statement and for other purposes directly relating to those purposes.
本人/吾等確認已詳閱本合約內的「個人資料收集聲明」(“收集聲明”)。本人/吾等謹此同意貴公司可根據上述收集聲明所列之個人資料政策使用本人/吾等之個人資料。

To substantiate the information given, we enclose certified true copies of the following documents for your record:
本人/吾等附上以下的文件的認證副本作為証實本表格所載的資料之用:

1. Standing Instruction Sheet (if applicable). 常設指示文件(如適用)
2. List of Authorised Signatories. 授權人名單及簽名樣本
3. Specimen of Business Chop / Seal. 公司圖章樣本
4. Client's Information (Certified True Copy) 客戶資料 (經簽名驗證):
 - a) Board Resolution / Limited Company Mandate. 董事會決議
 - b) Identity Card or Passport of Directors / Authorised Signatories / Beneficial Owner / Trading Representative.
董事及授權人之身份證或護照
 - c) Address Proof for Beneficial owner / Director(s) / Authorised Person(s) / Trading Representative(s)
 - d) Business Registration Certificate. 商業登記證
 - e) Certificate of Incorporation. 公司註冊證明書
 - f) Register of Director/ Annual Return 董事記錄/ 周年申報表
 - g) Register of Member 股東記錄
 - h) Appointment of First Director 委任首任董事
 - i) Certificate of Incumbency (within the past 6 months)
由海外公司成立地方的中介人發出之公司迄今仍註冊書 / 職權證明書 (現任職位證明書) (最近6個月)
 - j) Memorandum and Articles of Association. 組織章程大綱及章程細則
 - k) Latest Financial Statements. 最近財務報表
 - l) Continuing Guarantee Letter 持續擔保
 - m) Director's declaration on Ownership Structure of the Company 由董事聲明的公司架構圖

Authorised Signature(s) with Company Chop

公司授權人簽名及公司印章

Date 日期: _____

I, the Licensed Person named below, hereby declare I have provided the relevant risk disclosure statements set out in the attached Schedule to the Client, and have invited the Client to read the same disclosure statements and the Terms & Conditions of the Client's Agreement; and to ask questions and seek independent advice if it wishes.

Signature of Witness 見證人簽署

Name of Witness: _____

見證人名稱

Date 日期: _____

Signature of Licensed Person

Name & CE Number: _____

Date 日期: _____

Authorised Person(s) 獲授權人士

WE HEREBY CERTIFY that at our Board Meeting held on _____, our Board has passed a resolution that an account or accounts be opened with VMS Securities Limited in the name of our company named in the Client Information and Application Form and that the resolution passed has been duly entered in the minute book and signed therein by the Chairman and are in accordance with the articles of association or equivalent documents of our company.

本人/吾等謹此證實本公司董事局於_____年_____月_____日召開董事會會議，通過決議案向鼎珮證券有限公司申請以本公司名義開立證券戶口，而該等決議案內容與本公司會議記錄冊所載相同，並由主席簽署及符合本公司章程細則或同等文件之規定。

WE FURTHER CERTIFY and witness that the following is a true and correct list of specimen signatures of the persons who are authorized to give instructions for and on behalf of our company named in the Client Information and Application Form to VMS Securities Limited.

本人/吾等謹此證實及見證以下為已獲本公司授權代表本公司給與鼎珮證券有限公司指示人士之簽字樣式之真確本。

<u>Name</u> 姓名	<u>Designation</u> 職位	<u>Specimen Signature</u> 簽名樣本
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signature of Chairman
主席簽名

Signature of Secretary
公司秘書簽名

Specimen of Company Chop
公司圖章樣本

LETTER OF GUARANTEE

To: VMS Securities Limited

1. In consideration of VMS SECURITIES LIMITED (hereinafter called "VMS Securities" which expression shall include and extend to its successors and assigns) agreeing at my/our request to open and/or continue to maintain an account or accounts in the name of _____ (I.D. / Certificate of Incorporation no. _____), (hereinafter called the "Client") for the purchase and sale of securities and/or granting or continuing to make available credit facilities or other financial accommodation to the Client, I/we _____ (I.D. / Certificate of Incorporation no. _____), of/whose registered office is situated at _____ hereby irrevocably and unconditionally guarantee, undertake and agree with VMS Securities as principal obligor and not merely as surety on written demand by VMS Securities to pay and discharge the following (hereinafter called the "Liabilities"):
 - (a) all liabilities incurred by VMS Securities in connection with its dealing in securities on behalf of the Client;
 - (b) all monies now or hereafter advanced to or paid for or on account of the Client (whether alone or jointly with any other person) by VMS Securities;
 - (c) all other liabilities of the Client to VMS Securities whatsoever, whether actual or contingent, present or future and including, without limitation, liabilities incurred as a borrower, guarantor or surety together with all interest thereon and commission, costs, charges and expenses chargeable by VMS Securities against the Client (including legal fees), from time to time remaining unpaid or undischarged;
 - (d) interest, in the currency in which such sums are denominated in the VMS Securities' book, on all sums due from me/us to VMS Securities under this Guarantee or the outstanding balance thereof from time to time during the period from the date of demand by VMS Securities as aforesaid or from the date of discontinuance of this Guarantee by me/us, until the date when such sums are discharged in full (after as well as before judgement) at a rate or rates per annum at which the Client would have been liable to pay interest in respect of the monies guaranteed; and
 - (e) all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery or attempted recovery by VMS Securities of monies due to VMS Securities under this Guarantee.
2. My/Our liability under this Guarantee shall extend to cover:
 - (a) in the case of the death, bankruptcy or liquidation of the Client, all sums which would have been owing to VMS Securities by the Client if such death had occurred or such bankruptcy or liquidation had commenced at the time when VMS Securities received actual notice thereof and notwithstanding such death, bankruptcy or liquidation;
 - (b) all monies obtained from or liabilities incurred to VMS Securities notwithstanding that the borrowing or the incurring of such liabilities may have been invalid or in excess of the powers or capacity of the Client or of any director, attorney, agent or other person purporting to borrow or act on behalf of the Client and notwithstanding any other irregularity in the borrowing or the incurring of such liabilities;
 - (c) in the event of the discontinuance by any means of this Guarantee, all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Client on VMS Securities and purporting to be dated on or before the date when such discontinuance become known to VMS Securities or (in the case of notice to discontinue given hereunder) took effect although presented to or paid by VMS Securities after that date;
 - (d) all liabilities of the Client to VMS Securities at such date whether actual or contingent and whether payable forthwith or at some future time and also all credit then extended or arranged by VMS Securities for the Client; and
 - (e) all monies owing to VMS Securities by the Client or any liabilities incurred by VMS Securities in connection with its dealings or contract(s) with the Client arising or incurred at any date before the discontinuance of this Guarantee, notwithstanding that such dealings or contract(s) are void or voidable for any reason whatsoever or have ceased or have been terminated either at the instigation of VMS Securities or the Client, or from the operation of any applicable law.
3. I/We shall be deemed to be liable as the sole or principal debtor(s) for the Liabilities and this Guarantee shall be binding on me/us notwithstanding that the Client is not so bound either because the Client is an infant or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf or for any other reason whatsoever.
4. If this Guarantee is given in respect of the Liabilities of a firm it shall apply to all monies borrowed and liabilities incurred until receipt by VMS Securities of actual notice of dissolution of the firm but if there shall be any other change in the constitution, management or ownership of the firm this Guarantee shall continue and, in addition to securing the debts and liabilities of the firm as constituted before the change, shall apply to the debts and liabilities of the firm as constituted after such change.
5. VMS Securities may at all times without prejudice to this Guarantee and without discharging or in any way prejudicing or waiving any claims it may have hereunder or in any way affecting my/our liability hereunder:
 - (a) determine, vary or increase any credit to the Client;
 - (b) grant to the Client or to any other person any time or indulgence;
 - (c) renew any bills, notes or other negotiable instruments or securities;

- (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any security or other guarantees or rights which VMS Securities may now or hereafter have from or against the Client or any other person; and
 - (e) compound with the Client or with any other person or guarantor.
6. This Guarantee shall not be affected by any failure on the part of VMS Securities to take any security or by the invalidity of any security taken or by any existing or future agreement by VMS Securities as to the application of any advances made or to be made to the Client. My/Our liability hereunder shall not be discharged or in any way affected by any act or omission on the part of VMS Securities under or in relation to this Guarantee or by any course of dealing between VMS Securities and me/us.
7. This Guarantee shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of any part of the Liabilities or by any other matter or thing whatsoever but shall constitute and be a continuing guarantee to VMS Securities and shall extend to cover the ultimate balance of the Liabilities and shall be binding upon me/us and my/our personal representatives until the Liabilities have been paid in full.
8. This Guarantee shall be in addition to and is not to prejudice or be prejudiced by any other guarantee or other security whether by way of mortgage, charge, lien or otherwise which VMS Securities may now or at any time hereafter have or hold from me/us, the Client or any other party for all or any part of the Liabilities and on discharge by payment or otherwise shall remain the property of VMS Securities.
9. In the event of this Guarantee being terminated or ceasing from any cause to be binding as a continuing guarantee on me/us or my/our liquidator, executor or personal representatives:
- (a) it shall be lawful for VMS Securities to continue to provide facilities (as hereinbefore mentioned) to the Client and to continue any account with the Client notwithstanding such event and subject to applicable insolvency/ bankruptcy laws my/our liability or as the case may be the liability of my/our assets in liquidation/estate(s) for the amount of the Liabilities at the date this Guarantee is determined shall continue notwithstanding any subsequent payment to or drawing upon or advance by VMS Securities or to or for or on behalf of the Client; and
 - (b) VMS Securities may forthwith without thereby affecting its rights under this Guarantee open a new or separate account with the Client and, if VMS Securities does not open a new or separate account, VMS Securities shall nevertheless be treated as if it had done so at the time (the "relevant time") that VMS Securities received notice or became aware that this Guarantee had determined or ceased to be binding as a continuing guarantee and as from the relevant time all monies paid by or on behalf of the Client shall be credited or be treated as having been credited to the new or separate account and shall on settlement of any claim in respect of this Guarantee not operate to reduce the amount due from me/us or the Client at the relevant time or any interest thereon unless the person or persons paying in such monies shall at the time of payment direct VMS Securities in writing to appropriate the sum specially to that purpose.
10. VMS Securities shall be entitled at all times to place and keep in a separate or suspense account or accounts to the credit of me/us or, as the case may be, my/our liquidator/executor or personal representatives or to the credit of such other person as VMS Securities may think fit any monies received under this Guarantee or as a result of the exercise of any of its rights against me/us, the Client or any other surety in respect of the Liabilities for so long and in such manner as VMS Securities may determine without any intermediate obligation to apply the same or any part thereof in or towards the discharge of the Liabilities and VMS Securities shall be entitled to prove against me/us if any amount standing to the credit of such account had not been received. I/We hereby irrevocably waive any right of appropriation in respect of any sums paid by me/us or any one or more of us hereunder.
11. Until all the Liabilities have been fully paid and discharged (and notwithstanding that I/we may have discharged the amount of this Guarantee), I/we shall not take any step to enforce any right against the Client or his/their representatives in respect of this Guarantee or of any monies paid hereunder or prove in any bankruptcy, receivership, liquidation, administration, winding up or other proceedings having an effect equivalent thereto on the Client (each of which proceedings is hereinafter called a "Liquidation") in respect thereof in precedence to or in competition with VMS Securities or claim the benefit of any security, right of set-off or other rights held by VMS Securities.
12. I/We have not taken and, until the Liabilities have been discharged and satisfied in full, will not take without VMS Securities' prior written consent any security or any payment (which for the purposes of this Clause shall include any promissory note, cheque or bills of exchange) from the Client in connection with any dealings, assets or liabilities caused by this Guarantee; and in the event of me/us or any one or more of us having taken or taking any security or any payment from the Client in contravention of this provision I/we or such one or more of us will hold the same on trust for VMS Securities as further security for VMS Securities and upon demand by VMS Securities will forthwith surrender the same and all documents relating thereto to VMS Securities and I/we will account to VMS Securities for all monies at any time received by me/us or such one or more of us in respect thereof and in the event that I/we do any acts or take any steps in contravention of this provision, the maximum amount for which I/we am/are to be liable under this Guarantee (as set out in Clause 1 above) shall be increased by the amount of such security or payment obtained by me/us from the Client.
13. Any settlement or discharge between me/us and/or any one of us and VMS Securities shall be conditional upon no security (including without limitation, any guarantee) having been furnished or payment having been made in relation to the Liabilities to VMS Securities by the Client or any other person being avoided or reduced by virtue of any relevant statutory provisions or enactments relating to bankruptcy, winding up or liquidation or other proceeding having an equivalent effect to any of the foregoing for the time being in force in any

jurisdiction and VMS Securities shall be entitled to retain any security held in respect of my/our liability hereunder, if any, (hereinafter called the "Guarantee Security") until the expiration of the period or periods under such provisions or enactments within which such payment or security could be avoided or reduced and if within any such period the payment or security is so avoided or reduced VMS Securities shall be entitled to retain the Guarantee Security or any part thereof for such further period as VMS Securities in its entire discretion shall determine.

14. In any proceedings under or for any other purpose in connection with this Guarantee a certificate from time to time signed by any officer or representative of VMS Securities certifying the amount of the Liabilities outstanding shall be accepted by me/each of us and my/our respective legal representative(s) as conclusive evidence thereof.
15. I/We will pay and discharge the Liabilities, in the same currency or currencies as that or those in which the Liabilities are entered in the books of VMS Securities and if any other part of the Liabilities is entered in a different currency from any part or parts of the Liabilities I/we shall pay and discharge each part of the Liabilities, in the currency in which such part is entered in the books of VMS Securities and if any such payment or discharge is subject to any withholding or other tax, duty, levy, impost or charge imposed or levied by or on behalf of any government or any political subdivision or taxing authority thereof I/we shall pay to VMS Securities such additional amounts as may be necessary to ensure the receipt by VMS Securities of the full amount of the Liabilities.
16. I/We agree that in addition to any general lien, right to combine or consolidate accounts, right of set-off or other similar right to which VMS Securities may be entitled by law or pursuant to any other agreement, VMS Securities shall be entitled at any time and from time to time without notice to me/us to set-off, transfer or apply all or any of the monies from time to time standing to the credit of any account in my/our name(s) or the name of any one of us as the case may be or of which I/we or any one of us am/are the beneficial owner with VMS Securities (regardless of (1) the branch of VMS Securities at which and/or (2) the currency in which account is maintained) in or towards the discharge of the Liabilities or any other of my/our obligations under this Guarantee and to purchase therewith for my/our account any other currency required for such purpose.
17. Any notice, demand or other communication hereunder shall be in writing and may be delivered personally or sent by post or telex or fax to the address of the person to whom such notice, demand or communication is to be given as appearing herein or at such other address as may have been notified to the other party hereto. Any notice, demand or other communication so addressed to me/us shall be deemed to be validly given, (a) if delivered personally, at the time of such delivery, (b) if given or sent by post, two days after posting and it shall be sufficient to prove that such notice, demand or other communication was properly addressed, stamped and posted, (c) if given by telex or facsimile, at the same time as it is despatched; provided however that any notice, demand or other communication to be given by me/us to VMS Securities shall only be effective upon actual receipt thereof by VMS Securities.
18. If any one or more of the provisions of this Guarantee or any part or parts hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Guarantee and this Guarantee shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.
19. In this Guarantee wherever the context so requires or admits (1) where the Client comprises two or more persons all references to the Client shall be construed as references to all or any of such persons, (2) the singular shall include the plural and vice versa, (3) the expression "person" shall mean and include a company, society, corporation, firm or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person, (4) the expression "this Guarantee" shall be construed as including and extending to any separate or independent stipulation or agreement herein contained, and (5) any reference to any statutory provision or enactment shall be deemed to include a reference to any modification or re-enactment thereof for the time being in force.
20. Where this Guarantee is signed by more than one party our liability hereunder shall be joint and several and every agreement and undertaking on our part shall be construed accordingly and all references to us in this Guarantee shall, where the context requires or admits be construed as references to all or any of us and VMS Securities shall be at liberty to release or discharge any of us from the liabilities of this Guarantee or to accept any composition from or make any other arrangements with any of us without releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of VMS Securities against the other or others of us and no one of us shall be nor shall this Guarantee be released or discharged by any take-over, reconstruction, amalgamation, merger, liquidation or change in the constitution of any of us or the death or incapacity of any of us.
21. This Guarantee shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company or corporation by which the business of VMS Securities may from time to time be carried on and shall be available to the company carrying on that business for the time being.
22. VMS Securities may assign all or a part only of its rights under this Guarantee to any person without my/ our prior consent or approval.

23. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
24. In the event of any difference in interpretation or meaning between the Chinese and English version of this Guarantee, I/we agree that the English version shall prevail.

Date:

(A) IF GUARANTOR IS AN INDIVIDUAL¹:

SIGNED SEALED AND DELIVERED)
by)
_____)
in the presence of:-)

Signature of Guarantor

Witness

Signature : _____
Name : _____
Address : _____
I.D./ Passport No. : _____

Seal

(B) IF GUARANTOR IS A CORPORATION²:

SEALED with the Common Seal)
of _____)
_____)
and SIGNED by)
_____ in the)
presence of:-)

Authorised Signature(s) / Common Seal

Witness

Signature : _____
Name : _____
Address : _____
I.D./ Passport No. : _____

C.S.

¹ Please provide a copy of the Guarantor's identity card/ passport.

² Please provide a copy of the Guarantor's Certificate of Incorporation and a certified true copy of the Guarantor's board resolutions approving the entering into of this Letter of Guarantee.

保證書

致：鼎珮證券有限公司

1. 鑑於鼎珮證券有限公司(以下簡稱「鼎珮證券」,此簡稱包括並且涵蓋其繼承人及承讓人)同意按照本人/吾等要求,以_____名義(身份證或公司註冊號碼:_____) (以下簡稱「該客戶」) 開立及/或繼續維持一個或多個戶口,買賣證券,以及/或者給該客戶授贈或繼續提供信貸安排或其他財務協助,本人/吾等_____(身份證或公司註冊號碼:_____) 通訊地址為/註冊辦公地點位於_____不單作為擔保人,而且以主要義務人身分特此不可撤回及無條件地向鼎珮證券保證、承諾及同意,當鼎珮證券書面提出要求時,支付並履行下述責任(下稱「該等法律責任」):
 - (a) 一切鼎珮證券因代該客戶進行證券買賣而承擔之法律責任;
 - (b) 所有現在或日後鼎珮證券為該客戶(不論是單獨或其他人士共同持有之戶口) 支付之款項;
 - (c) 該客戶不時未向鼎珮證券支付或履行的其他所有法律責任,不管這些法律責任是實在的或或有的、現有的或將有的及包括但不限於該客戶以借款人、保證人或擔保人身分承擔的法律責任; 以及其所有利息和鼎珮證券可以向該客戶收取的佣金、費用、收費和開支(包括律師費)。
 - (d) 本人/吾等在本保證書下欠鼎珮證券之總額或尚問餘欠款之利息,此等總額和尚餘欠款指的是鼎珮證券如前述般提出要求之日或本人/吾等終止本保證書之日至此等款額全數清還為止(判決前後) 之一段時間內,本人/吾等在本保證書下不時欠鼎珮證券之總額或尚餘欠款,上述利息採用此等款額在鼎珮證券帳冊內記帳用的貨幣單位,息口則採用該客戶就保證款項原應據以支付利息的年利率; 以及
 - (e) 出於或由於鼎珮證券追討或試圖追討在本保證書下欠鼎珮證券之款項而產生的一切費用和支出(以一全數彌償基準計算)。
2. 本人/吾等在本保證書下之法律責任涵蓋下述範圍:
 - (a) 若果該客戶死亡、破產或被清盤,而鼎珮證券確實收到有關通知前,上述死亡已經發生或上述破產或清盤已經開始,以及不管此等死亡、破產或清盤,該客戶將會欠鼎珮證券之所有款項;
 - (b) 所有自鼎珮證券借入之款項或對鼎珮證券承擔之法律責任,不管這種借入款項或承擔此等法律責任之行為可能已屬無效或超越該客戶或其任何董事、獲授權人、代理人或其他聲稱代該客戶借入款項或辦事之人士的權力或行為能力,亦不管這種借入款項或承擔此等法律責任之行為有否其他任何不當之處;
 - (c) 如若本保證書以任何方式被終止,所有已經由或為該客戶開出向鼎珮證券支取款項的及票面到期日介乎鼎珮證券知悉該終止或(若果於此給予終止通告) 該終止通知生效日或之前的支票、本票、匯票、票據及可流轉票據,儘管其是在此日期後才提交鼎珮證券兌現或由鼎珮證券支付;
 - (d) 一切該客戶在某日期對鼎珮證券承擔之法律責任,不管此等法律責任是實在的或或有的、須即時支付的或須在將來某時間支付的,以及一切鼎珮證券將會擴大或安排給該客戶之信貸; 以及
 - (e) 該客戶欠鼎珮證券之全部款項或鼎珮證券就與該客戶之間的交易或合約承擔之任何法律責任,這裡指的是本保證書終止前任何日子產生或承擔的交易或合約。不管此等交易或合約基於任何種種理由,變成無效或可使無效,又或者由於鼎珮證券或該客戶之作為或由於任何適用法律之施行而已經停止或已被終止。
3. 本人/吾等作為唯一或主要債務人,必須被視作要對該等法律責任負責,即使由於該客戶是一未成年人或殘疾人士或非法人團體而無法律責任為自己履行已承諾的或據稱已承諾的責任、或者由於任何其他種種原因,該客戶未因此被約束,本保證書對本人/吾等仍然具有約束力。
4. 若果本保證書是就一商號之該等法律責任而簽署的,本保證書則適用於所有借入之款項及承擔之法律責任,直至鼎珮證券確實收到該商號之解散通知,但倘若該商號之組織、管理或擁有權出現任何其他之變更,本保證書繼續有效、並且不但保障出現變更之前已構成之債務和法律責任,而且進而適用於該商號出現變更之後才構成之債務和法律責任。
5. 在不損害本保證書的情況下,以及在不解除或以任何形式損害或放棄鼎珮證券於此可能有的任何索償或影響本人/吾等於此之法律責任之前提下,鼎珮證券可以隨時;
 - (a) 終止、變更或增加任何給該客戶之信貸;
 - (b) 給予該客戶或任何其他人士任何時間或寬容;
 - (c) 續發任何匯票、票據或其他可流轉票據或證券;
 - (d) 處置、交換、解除、修改或放棄完善或強制執行任何抵押品或其他保證書或鼎珮證券現在或日後可能會從或針對該客戶或任何其他人士取得之權利; 以及
 - (e) 跟該客戶或任何其他人士或保證人訂立債務重整協議。

6. 即使鼎珮證券未有取得任何抵押或任何取得之抵押是無效的或鼎珮證券就已經給予或將會給予該客戶之任何墊款之應用訂立任何現有或將有的協議，本保證書均不受影響。鼎珮證券在本保證書下作出的或與之有關而作出的任何作為或不作為或鼎珮證券與本人/吾等之間的任何交易過程，均不會解除或以任何形式影響本人/吾等於此之法律責任。
7. 中途支付或清償該等法律責任之任何部分或任何其他種種事情或東西均不會令本保證書被視作已獲履行或解除，本保證書不但構成而且是一項以鼎珮證券為受益人的連續性保證，它涵蓋該等法律責任的最終餘額，並且約束本人/吾等及本人/吾等之遺產代理人，直至所有負債已全數支付。
8. 倘若鼎珮證券現在或日後任何時間可能會就該等法律責任的全部或其中任何部分，從本人/吾等、該客戶或其他任何人士取得或持有其他任何保證書或是以按揭、押記、留置權或其他形式取得或持有抵押品，本保證書均是附加且不損害此等保證書或抵押品，其本身之效力亦不會受此等保證書或抵押品損害，以及當以付款或以其他方式履行本保證書後，本保證書仍然是鼎珮證券之財產。
9. 若果本保證書被終止或因任何緣故不再作為約束本人/吾等或本人/吾等之清盤人，遺產執行人或遺產代理人之連續性保證：
 - (a) 儘管如此，鼎珮證券繼續向該客戶提供信貸安排（如上述提及一般）和延續該客戶之任何戶口，仍屬合法，以及在受適用的無力償還/破產法約束之前提下，就該等法律責任在本保證書終止當天之款額而言，即使隨後由該客戶或代該客戶給鼎珮證券支付或支取款項或鼎珮證券墊支款項給該客戶，視乎屬何種情況而定，本人/吾等之法律責任或本人/吾等在清盤/遺產中資產之法律責任將維持下去；以及
 - (b) 鼎珮證券可馬上給該客戶開立一新的或個別的戶口，卻不會因此影響鼎珮證券在本保證書下之權利，以及假使鼎珮證券未有開立一新的或個別的戶口，只要鼎珮證券一旦收到通知或獲悉本保證書已被終止或不再是具有約束力的連續性保證時（“該相關時間”），鼎珮證券必須被視作已經開立一新的或個別的戶口，而從該相關時間開始，一切由或代該客戶支付之款項必須記帳入或當作已被記帳入該新的或個別的戶口，以及當清償任何有關本保證書之索償時，均不會減少本人/吾等或該客戶在該相關時間所欠款項或其任何利息，除非支付該等款項之人士或多位人士在付款時，書面指示鼎珮證券特地將該等款項用作此目的。
10. 鼎珮證券有權隨時將在本保證書下或就該等法律責任向本人/吾等、該客戶或任何其他擔保人行使其權利而收到的任何款項，記帳入本人/吾等或（視乎屬何種情況而定）本人/吾等之清盤人/遺產執行人或遺產代理人或鼎珮證券屬意的其他人士之一個或多個個別的或暫記帳戶口內，其存放時間和形式由鼎珮證券決定，鼎珮證券中途並無責任用該等款項或其任何部份來解除該等法律責任，而假若任何記帳入此戶口之款項仍未收到的話，鼎珮證券有權指證本人/吾等，就本人/吾等或吾等任何一位或多位於此支付之任何款項而言，本人/吾等特此不可撤回地放棄任何挪佔權。
11. 在全部支付和履行所有該等法律責任之前（及儘管本人/吾等已支付本保證書之款項），本人/吾等不得就本保證書或於此支付之任何款項採取任何步驟，強制執行任何針對該客戶或其/彼等代表人之權利，或者在任何破產、接管、清盤、管理、公司結業或其他對該客戶有同樣影響力的法律程序（當中每項法律程序以下均稱「清盤」）中作証，証明較鼎珮證券有優先權或與之爭奪優先權，或者聲稱擁有鼎珮證券持有之任何抵押品、抵銷權或其他權利之權益。
12. 在全部履行和清償該等法律責任並取得鼎珮證券事前書面同意之前，本人/吾等未有及將不會就本保證書涵蓋的任何交易、資產或法律責任收取該客戶之任何抵押品或任何款項（就本條款之目的而言，這裡包括任何~~AA~~付票、支票或匯票），倘若本人/吾等或吾等之任何一位或多位違反本條文，已經收取或收取該客戶之任何抵押品或任何款項，本人/吾等或吾等任何一位或多位會以信託形式代鼎珮證券持有此等抵押品或款項，作為對鼎珮證券新增之抵押品，並且會遵照鼎珮證券之要求，馬上將此等抵押品或款項及一切有關文件交還鼎珮證券，而本人/吾等會就本人/吾等或吾等任何一位或多位在任何時候收取的，與之有關的所有款項向鼎珮證券報帳。倘若本人/吾等或吾等之任何一位或多位做出任何行為或採取任何步驟違反本條文，本人/吾等在本保證書下承擔的最高金額應相應增加本人/吾等從該客戶收取之任何抵押品或任何款項的金額。
13. 本人/吾等或吾等任何一位與鼎珮證券之間任何款項之清償或責任之履行，均取決於已備好的抵押（包括但不限於任何保證書）或該客戶或任何其他人士就該等法律責任向鼎珮證券清償的款項，不會因當時在任何司法轄區內生效的、跟破產或公司結業或清盤或有同等效力的其他法律程序有關的任何法律條文或立法相抵觸而致無效或被減損，而鼎珮證券有權保留就本人/吾等於此之法律責任（如有的話）所持有的任何抵押（下稱「保證抵押」），直至導致此等付款或抵押失效或減損之條文或立法所規定的時段或多個時段屆滿為止，若果此等付款或抵押在任何此等時段內，如上述般失效或減損的話，鼎珮證券有權保留保證抵押或其任何部分，直至鼎珮證券全權決定的一個延長時段屆滿為止。

14. 在任何按本保證書或為與之有關的其他目的而進行之法律程序中，鼎珮證券之任何高級僱員或代表不時為了證明該等法律責任之尚欠款額而不時簽發之證明書，本人/吾等每一位及本人/吾等各自之法律代表願意接受此等證明書為不可推翻之確証。
15. 本人/吾等願意以該等法律責任記入鼎珮證券帳冊所用之貨幣單位支付及履行該等法律責任，倘若該等法律責任中任何其他部分以別的貨幣單位記帳，本人/吾等必須以相關部分記入鼎珮證券帳冊所用貨幣單位支付及履行該等法律責任的每一相關部分，若果任何此等支付或履行該等法律責任之行為須繳納任何政府或其任何政治分支機構或稅務機構徵收的任何預扣稅或其他徵稅、稅項、徵費、關稅或收費的話，本人/吾等必須支付確保鼎珮證券可以全數收到該等法律責任之款額。
16. 本人/吾等同意，除了鼎珮證券依法或根據任何其他協議擁有的任何一般留置權、組合或合併戶口之權利、抵銷權或其他相類似的權利之外，若果任何以本人/吾等或(視乎屬何情況而定) 吾等任何一位之名義在鼎珮證券開立之戶口或本人/吾等或吾等任何一位是當中實益擁有人之戶口內存有任何款項(不管(1) 戶口所在分行或(2) 維持戶口之貨幣)，鼎珮證券有權不時在沒有另行通知本人/吾等的情况下將此款項之全部或部分予以抵銷、轉戶或應用，以履行該等法律責任或本人/吾等在保證書下負有的其他任何責任，以及為此目的代本人/吾等購入任何其他貨幣。
17. 根據本保證書發出的任何通知、要求或通訊必須是書面的，而且可以親身遞送或以郵遞或電傳或傳真方式送出，收件人地址為本保證書中出現的地址，或者本保證書一方可能已經通知另一方不同的地址，這樣的話，則寄往該不同的地址，任何寫給本人/吾等之通知、要求或其他通訊在下述時間必須被視作已經有效地給予本人/吾等，(a) 親手交付時、(b) 付郵後兩天，及應當足以證明鼎珮證券祇已經在此等通知、要求或其他通訊上恰當地寫上收件人姓名和地址、繳足郵資和已經付郵及(c) 以電傳或傳真發出時；但本人/吾等給鼎珮證券之任何通知、要求或其他通訊則必須在鼎珮證券確實收到時才算有效。
18. 即使本保證書之任何一項或多項條文或其任何部分或多個部分在任何適用法律之被宣佈或裁定為不合法、無效或不能強制執行，亦不會使本保證書之其他條文變成無效；解釋本保證書時，則必須將該等不合法、無效或不能強制執行之條文當作不在本保證書內。
19. 在本保證書下，凡文意要求或許可的情況下，(1) 當該客戶包括兩位或多位人士時，述及該客戶的地方必須理解為針對此等人士之全部或任何一位而說的，(2) 單數詞亦包含眾數詞意，反之亦然，(3) 「人士」一詞意指及包括公司、社團、法團、商號或個人，若為個人，則包括他或她的遺產執行人，管理人、委員會、接管官或合法代表此等每一位人士之其他人士，(4) 「本保證書」一詞必須解釋為包括及涵蓋本保證書中任何個別的或獨立的規定或協議，以及(5) 任何述及法律條文或立法的地方必須將這些條文和立當時生效的修訂或再制定版本也包括在內。
20. 倘若本保證書由多於一方簽署，吾等於此法律責任必須是共同及各別的，吾等之每一項協議和承諾必須據此解釋，在內文要求或許可的情況下，本保證書述及吾等之處必須理解為同時提及吾等全部或任何一位，鼎珮證券有權省釋或解除吾等任何人士於此之法律責任，或者接受吾等任何人士提出之債務重整協議或跟吾等任何人士作出其他任何安排，而不會省釋或解除吾等其他人士或以其他方式損害或影響鼎珮證券針對吾等其他人士享有的權利或補救方法，若吾等任何人士被收購、重組、合併、併合為一、清盤、組織出現變化、死亡或變成無行為能力，都不會省釋或解除吾等任何人士或本保證書之法律責任。
21. 即使鼎珮證券業務不時賴以經營的公司或法團之組織，由於合併、綜合或其他活動而出現任何變化，本保證書在各方面仍然有效及具約束力，而且可供當時經營鼎珮證券業務之公司應用。
22. 鼎珮證券可以在未得本人/吾等事前同意或批准的情況下，轉讓其於本保證書下全部或部分權利予任何人士。
23. 本保證書受香港法律管轄並按之解釋，以及本人/吾等特此表明願受香港法院非專有司法管轄權約束。
24. 倘若本保證書之中文文本與英文文本在釋義或意思方面出現歧義，本人/吾等同意以英文文本為準。

簽署日期:

(甲) 若保證人為個人¹:

簽署、蓋章及交付

)
)
)
)

保證人簽署

見證人

簽署 : _____

姓名 : _____

地址 : _____

身份證/護照號碼 : _____

蓋章

(乙) 若保證人為法團²:

簽署並加蓋法團印章

)
)
)
)

獲授權人簽署/法團印章

見證人

簽署 : _____

姓名 : _____

地址 : _____

身份證/護照號碼 : _____

蓋法團
印章

1 請同時附上保證人之身份證/護照副本

2 請同時附上保證人之公司註冊證書副本及保證人的董事會決議的副本通過訂立本擔保書

FATCA Fact Sheet

1	What is FATCA?	<ul style="list-style-type: none"> FATCA stands for the Foreign Account Tax Compliance Act. FATCA is a United States (“US”) legislation that primarily aims to prevent tax evasion by US taxpayers by using non-US financial institutions and offshore investment instruments. FATCA impacts financial institutions on a graduated implementation timeline. Customers of financial institutions were first impacted on 1 July 2014.
2	Which customers are affected by FATCA?	<ul style="list-style-type: none"> FATCA will mostly affect customers who are treated as US Persons¹ for US tax purposes and customers who have been identified as having links to the US, such as with US nationality, place of birth in US, a US mailing address or a US telephone number. FATCA will also affect non-US entity customers who are substantially owned by US Persons.
3	What do VMS have to do to comply with FATCA?	<ul style="list-style-type: none"> FATCA requires VMS to identify accounts held directly or indirectly by US Persons and to report the relevant account information to the US Internal Revenue Services (the “IRS”).² In order to ascertain customers’ US or non-US tax status, FATCA requires VMS to collect additional information or documentation from customers. Where customers fail to provide the requested information or documentation, VMS are required to apply a 30% US withholding tax on certain types of US source income paid to such customers.
4	What information may VMS report to the IRS?	<ul style="list-style-type: none"> VMS are required to report information on certain account holders, including name, address, US Taxpayer Identification Number, account number, account balance to the IRS directly or through the local competent authority.³ For a non-US entity substantially owned by US Persons, VMS are required to also report information of the entity’s US owners.
5	What is the consequence if customers do not provide the requested information or documentation to VMS?	<ul style="list-style-type: none"> Subject to applicable local laws, VMS would be required to report such account information on a pooled basis to the IRS directly or through the local competent authority. VMS may decline account opening applications or terminate services to such customers.
6	What types of information or documentation that VMS may request from customers?	<ul style="list-style-type: none"> VMS may request customers to provide US tax forms (W-8/W-9 Forms) or a self-certification form to support the customers’ claim of their non-US or US tax status. Where applicable, VMS may also request customers provide a consent from that enables VMS to report relevant account information to the IRS.
7	How and where can customers get additional assistance regarding FATCA?	<ul style="list-style-type: none"> Please note that VMS are unable to offer US tax advice. For tax related questions, customers should seek advice from professional tax advisor or refer to the IRS website. http://www.irs.gov/

¹ A United States person is defined under FATCA as a person who is -

(A) a citizen or resident (e.g. green card holder or meets substantial presence test) of the United States,

(B) a domestic partnership,

(C) a domestic corporation,

(D) any estate (other than a foreign estate, within the meaning of paragraph (31) [See IRC Section 7701(a)(31)]

(E) any trust if –

(i) a court within the United States is able to exercise primary supervision over the administration of the trust, and

(ii) one or more United States persons have the authority to control all substantial decisions of the trust.

(F) the United States government (including an agency or instrumentality thereof),

(G) a State (including an agency or instrumentality thereof), or

(H) The District of Columbia (including an agency or instrumentality thereof).

[See Treas. Reg. 1.1471-1(b)(132)]

² The information of this fact sheet is based on final regulations

³ Subject to submission of consent form if necessary and other applicable local laws.

FATCA 資料便覽

1	什麼是 FATCA ?	<ul style="list-style-type: none"> FATCA 是外國帳戶稅務合規法案。 FATCA 是一項美國法案，主要旨在防止美國納稅人利用非美國金融機構、離岸投資工具逃避美國稅項。 金融機構將受到 FATCA 分階段實施之影響，而其客戶於 2014年7月1日起首次受到 FATCA 的影響。
2	那些客戶會受到影響？	<ul style="list-style-type: none"> FATCA 主要會影響在美國納稅法案下被定義為「美國人」¹ 的客戶及對有表徵顯示與美國有關聯（例如擁有美國國籍，在美國出生，顯示美國的郵寄地址或美國的電話號碼）的客戶。 此外，由美國人持有重大權益的非美國機構客戶均會受到 FATCA 影響。
3	鼎珮會做甚麼以遵守 FATCA ?	<ul style="list-style-type: none"> FATCA 要求鼎珮識別由美國人直接或間接持有的帳戶，並向美國國稅局申報相關帳戶信息。² 為確定客戶之美國稅務身份，FATCA 要求鼎珮收集客額外信息或文件。 如客戶未能提供所需的額外信息或文件，在支付指定的源自美國收入予該類客戶時，鼎珮需按30 %稅率扣繳美國預提稅。
4	鼎珮將提供甚麼客戶帳戶資料予美國國稅局？	<ul style="list-style-type: none"> 鼎珮須直接或通過本地的相關機構向美國國稅局申報某些客戶帳戶信息，包括姓名、地址、美國稅編號、帳戶號碼、帳戶餘額予美國國稅局。³ 對於由美國人持有重大權益的非美國機構，鼎珮須申報其美國擁有人的資料。
5	如客戶不願意向鼎珮提供所需信息或文件，會有甚麼後果？	<ul style="list-style-type: none"> 在不抵觸本地適用法律的情況下，鼎珮需按匯總的方式直接申報或通過本地的相關機構申報該類客戶的帳戶資料予美國國稅局。 當鼎珮支付指定的源自美國收入予客戶時，或需按30%稅率扣繳美國預提稅。或會不接受其開戶申請或終止其服務。
6	鼎珮會要求客戶提供甚麼類型的信息或文件？	<ul style="list-style-type: none"> 鼎珮或會要求客戶提供美國稅務表格（W-8 / W-9 類表格）或客戶 FATCA 身份的自我證明書以確定其非美國或美國的稅務身份。 此外，（如適用）或會要求客戶提供同意書，容許鼎珮申報其帳戶信息予美國國稅局。
7	客戶如何及可在那裡得到有關 FATCA 的進一步協助？	<ul style="list-style-type: none"> 鼎珮不能向客戶提供美國稅務意見。就有關稅務問題，客戶應自行向專業稅務顧問尋求意見或參考美國國稅局網頁。 http://www.irs.gov/

¹ - 根據 FATCA 「美國人」的定義：

- 美國公民或居民（如美國綠卡持有人或通過「逗留美國實際天數測試」人士）
- 美國法律上生效的合夥
- 美國註冊的公司
- 任何不確定為非美國的遺產 [見 IRC Section 7701(a)(31)]
- 任何符合以下兩個條件的信託：
 - 美國法院能夠對該信託的管理行使主要監管，及
 - 有一個或多個美國人士對所有重大決策有權控制的信託
- 美國政府（包括其機構或部門）
- 美國州份（包括其機構或部門）或
- 哥倫比亞特區（包括其機構或部門）

[見 Treas. Reg. 1.1471-1(b)(132)]

² - 本資料便覽的資訊是依據最終法規

³ - 符合提交同意書（如必要）及其他適用的當地法律

CRS Fact Sheet

1	What is CRS?	<ul style="list-style-type: none"> CRS stands for the Common Reporting Standard. CRS is an initiative by the G20 and Organisation for Economic Co-operation and Development (OECD) aimed at detecting and deterring tax evasion by taxpayers through the use of offshore accounts. Jurisdictions that commit to the CRS must adopt its requirements via local legislation and/or guidance. CRS impacts financial institutions on a graduated implementation timeline. Customers of financial institutions will be first impacted on 1 January 2017
2	What are the obligations of F.I.?	<ul style="list-style-type: none"> CRS requires participating jurisdictions to obtain from financial institutions (FIs) certain information regarding FIs' account holders. Thereafter, a participating jurisdiction will annually exchange automatically, relevant information with other participating jurisdictions. FIs are obliged to collect tax residence information (and, in certain circumstances, additional information) from their account holders, and to report this information, along with certain account details, to local authorities. In this context, FIs include depository institutions (e.g., banks), custodial institutions, investment entities, and certain insurance companies.
3	What is CRS Ordinance in Hong Kong?	<ul style="list-style-type: none"> Hong Kong government gazetted the Inland Revenue (Amendment) (No.3) Ordinance on 30 June 2016 (CRS Ordinance). Under CRS Ordinance, all FIs (except those exempted) in Hong Kong are required by law to perform due diligence on account holders from whom Self Certification Forms and /or further information (if necessary) are collected to keep informed of the tax status of the account holders.
4	What information may VMS report to the IRD?	<ul style="list-style-type: none"> CRS Ordinance requires FIs in Hong Kong to perform due diligence on the account holders, obtain certain information from the account holders (including, but not limited to, tax residency and tax identification number etc.) and report information (including account number, account balance or certain payments made into the account including interests, dividends and gross sale proceeds of financial assets (as the case may be) for relevant year) on any reportable accounts to the Hong Kong Inland Revenue Department ("IRD").
5	What is the consequence if customers do not provide the requested information to VMS?	<ul style="list-style-type: none"> It will be considered as violation of laws of Hong Kong and subject to penalty or imprisoned. VMS may decline account opening application or terminate services to such customers.
6	What type of information or documentation that VMS may request from customers?	<ul style="list-style-type: none"> Customers have to complete a self certification form and provide the information/supporting documents as appropriate.
7	How and where can customers get additional assistance regarding CRS?	<ul style="list-style-type: none"> Please note that VMS are unable to offer tax advice. For tax related questions, customers should seek advice from professional tax advisors or refer to the CRS websites. OECD website http://www.oecd.org/tax/automatic-exchange/ AEOI Pamphlets http://www.ird.gov.hk/eng/tax/aeoi/pam.htm Frequently Asked Questions http://www.ird.gov.hk/eng/faq/dta_aeoi.htm

CRS 資料便覽

1	什麼是 CRS ？	<ul style="list-style-type: none"> CRS是共同匯報標準。 CRS是G20和經濟合作與發展組織（OECD）的一項倡議，旨在通過發現和阻止納稅人使用離岸帳戶來逃稅。承諾CRS的管轄區必須通過當地立法和／或指導來滿足其要求。 金融機構將受到 CRS分階段實施之影響，而其客戶於2017年1月1日起首次受到 CRS 的影響。
2	金融機構的義務是什麼？	<ul style="list-style-type: none"> CRS要求參與的管轄區從金融機構獲取有關金融機構帳戶持有人的某些信息。此後，參與管轄區將每年自動與其他參與管轄區域交換相關信息。金融機構有義務從其帳戶持有人處收集稅務居住地信息（在某些情況下，還包括附加信息），並將此信息以及某些帳戶詳細信息報告給地方稅務機構。金融機構包括存款機構（例如銀行），保管機構，投資實體和相關保險公司。
3	什麼是香港的CRS條例？	<ul style="list-style-type: none"> 香港政府於2016年6月30日在憲報刊登《2016年稅務（修訂）（第3號）條例》（CRS條例）。 根據CRS條例，法律規定所有在香港的金融機構（除獲豁免的金融機構外）均須對戶口持有人進行盡職調查，收取自我證明表格及／或進一步資料（如有需要，以便隨時了解該帳戶持有人的稅務狀況）。
4	鼎珮可能向香港稅務局報告什麼信息？	<ul style="list-style-type: none"> CRS條例規定，香港的金融機構須對帳戶持有人進行盡職調查，從帳戶持有人處獲取某些資料（包括但不限於稅務居住地及稅務識別號碼等）及報告資料（包括帳號，帳戶餘額或任何應呈報帳戶的款項包括利息，股息及相關年度銷售金融資產的總收益（視情況而定））給香港稅務局。
5	如果客戶不向鼎珮提供所要求的信息，會有甚麼後果？	<ul style="list-style-type: none"> 這將被視為違反香港法律，並有可能受到處罰或監禁。 鼎珮可能會拒絕開戶申請或終止提供服務給這些客戶。
6	鼎珮可能向客戶要求什麼類型的信息或文檔？	<ul style="list-style-type: none"> 客戶必須填寫自我證明表格，並提供信息／證明文件。
7	客戶如何及可在那裡得到有關 CRS 的進一步協助？	<ul style="list-style-type: none"> 請注意，鼎珮不能向客戶提供稅務意見。就有關稅務問題，客戶應自行向專業稅務顧問尋求意見或參考CRS網頁。 <p>OECD網頁</p> <p>http://www.oecd.org/tax/automatic-exchange/</p> <p>AEOL小冊子</p> <p>http://www.ird.gov.hk/chi/tax/aeoi/pam.htm</p> <p>常見問題</p> <p>http://www.ird.gov.hk/chi/faq/dta_aeoi.htm</p>

SELF CERTIFICATION ON TAX RESIDENCY STATUS - ENTITY FATCA & CRS

Part I - Particulars of Account Holder
Legal Name of Entity
Current Business Address (Must indicate City and Country)
Mailing Address (Complete if different to the current business address) (Must indicate City and Country)
Jurisdiction of Incorporation or Organization
Business Registration Number (Country of Issue)

Part 2 - CRS Entity Type

Tick one of the appropriate boxes and provide the relevant information.

Financial Institution	<input type="checkbox"/> Custodial Institution, Depository Institution or Specified Insurance Company <input type="checkbox"/> Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction
Active NFE	<input type="checkbox"/> NFE the stock of which is regularly traded on _____, which is an established securities market <input type="checkbox"/> Related entity of _____, the stock of which is regularly traded on _____, which is an established securities market <input type="checkbox"/> NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities <input type="checkbox"/> Active NFE other than the above (Please specify _____)
Passive NFE	<input type="checkbox"/> Investment entity that is managed by another financial institution and located in a non-participating jurisdiction <input type="checkbox"/> NFE that is not an active NFE

Part 3 – Controlling Persons (Complete this part if the entity account holder is a passive NFE)

Indicate the name of all controlling person(s) of the account holder in the table below. If no natural person exercises control over an entity which is a legal person, the controlling person will be the individual holding the position of senior managing official.

Each controlling person is required to complete and sign “Self Certification on Tax Residency Status - Controlling Person CRS” **individually**.

(1)	(2)
(3)	(4)
(5)	(6)

Part 4 - Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”)

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a **resident for tax purposes** and (b) the account holder’s TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.

If the account holder is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated.

If a TIN is unavailable, provide the appropriate reason A, B or C:

Reason A

The country where the Entity is liable to pay tax does not issue TINs to its residents.

Reason B

The Entity is otherwise unable to obtain a TIN or equivalent number. Please explain why you are unable to obtain a TIN in the below table if you have indicated this reason.

Reason C

No TIN is required. This reason only applies if the authorities of the country of tax residence indicated do not require the TIN to be disclosed.

	JURISDICTION OF RESIDENCE	TAX IDENTIFICATION NUMBER (TIN)	IF NO TIN IS AVAILABLE, PLEASE INDICATE REASON A, B OR C
1			
2			
3			
4			
5			

Explanations for Reason B

1	
2	
3	
4	
5	

- If the Entity's country(ies) of tax residence did not include the Entity's country of incorporation or country of registered address, please tick the following box as confirmation:
☐ The Entity is not a tax resident of the country(ies) where it is incorporated in or having a registered address. By checking this box, the Entity also confirms that it is not a tax resident of any countries other than those declared above.
- In the absence of the above confirmation, VMS may have to disclose the Entity's account information to the tax authority based on information held in our records. In addition, the Entity may not be able to open additional accounts with us.

Part 5 – FATCA Entity Type

For the definition of U.S. entity, please refer to US IRD website (<http://www.irs.gov/>).

A. Please select the following options.

- Basic Information ☐ U.S. Entity (incorporated, established, constituted or organized in U.S.) > Complete U.S. IRS Form W-9
- ☐ Non U.S. Entity

For Non U.S. Entity, select only one of the followings from Item I or II

I. Financial Institution

- ☐ Participating FFI
- ☐ Registered deemed - compliant FFI
- ☐ Reporting Model 1 FFI
- ☐ Reporting Model 2 FFI

Global Intermediary Identification Number(GIIN): _____

- ☐ Non-Participating FFI
- ☐ None of the above and please complete and submit appropriate U.S. IRS Form W-8.

II. Non-Financial Institution

- ☐ Active Business
 You derive at least 50% of your gross income (for the previous calendar year) from these business activities and not from passive income such as investments, dividends, interests, rents or royalties, and
 at least 50% of the weighted average percentage of assets held by you (tested quarterly, using fair market value or book value of assets as reflected in your balance sheet) produce or are held to produce income for these business activities

- ☐ Passive Investment You derive more than 50 % of your gross income (for the previous calendar year) from income such as investments, dividends, interests, rents or royalties, and
- ☐ You do not have substantial U.S. Owners who own at least 10 % of your entity
- ☐ You have substantial U.S. Owners who own at least 10% of your entity, please fill in Part B.
- ☐ None of the above and please complete and submit appropriate U.S. IRS Form W-8.

B. Information of Substantial U.S. Owner (For Passive investment that has substantial U.S. owners only)

Name	Address	TIN No	Percentage of Ownership
(1)			
(2)			
(3)			

Declarations and Signature

- I agree that VMS Securities Ltd ("VMS") may disclose and transfer to its branches, subsidiaries, affiliates or representative offices located in any jurisdiction the information contained in this form, and any information relating to the account holder's accounts and products with VMS, in connection with or to facilitate their compliance with applicable laws and regulations.
- I 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 may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).
- I undertake to advise VMS of any change in circumstances which affects the tax residency status of the entity identified in this form or causes the information contained herein to become incorrect, and to provide VMS with a suitably updated self-certification form within 30 days of such change in circumstances.
- I consent to VMS collecting, using and disclosing information (including disclosing information to Hong Kong or any other government authority or agency) that I have provided and withhold from the account holder's account(s) such amounts for the purpose of complying with applicable laws and regulations, including but not limited to Foreign Account Tax Compliance Act.
- I hereby consent that VMS may classify the account holder as a recalcitrant account holder or non-participating foreign financial institution ("NPFFI") and/ or suspend, recall or terminate the account holder's account(s) and/ or facilities granted to the account holder, in the event I fail to provide accurate and complete information and/ or documentation as VMS may require.
- I certify I am authorized to sign for the account holder of all the account(s) to which this form relates.
- I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.**

--	--

*Name/HKID or Passport:

*Capacity:

1. Please sign as per VMS's records.
2. Please indicate the capacity of the signer (e.g. director or officer of a company, partner of a partnership, trustee of a trust etc.)

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. HK\$10,000).

If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

FOR VMS USE ONLY		
Attended by: (Name, Signature & Date)		
Name	Signature	Date

SELF CERTIFICATION ON TAX RESIDENCY STATUS - CONTROLLING PERSON CRS

Part 1 - Particular of Controlling Person

Name (as in HKID/

Passport)

HKID/Passport Number Date of Birth (DD-MM-YYYY)

Place of Birth (Town/ City) (Province/State) (Country)

Residential Address (Per VMS's record, but should not be a P.O. Box)

.....

Postal Code

City

State

Country

Mailing Address (Complete if different to the current residential address) (Per VMS's record, but should not be a P.O. Box)

.....

Postal Code

City

State

Country

Part 2 - The Entity Account Holder(s) of which you are a controlling person

Enter the name of the entity account holder of which you are a controlling person.

Entity	Name of the Entity Account Holder
(1)	
(2)	
(3)	

Part 3 - Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN")

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the controlling person is a resident for tax purposes and (b) the controlling person's TIN for each jurisdiction indicated. Indicate all (not restricted to two) the jurisdictions of residence.

If the controlling person is a tax resident¹ of Hong Kong, the TIN is the Hong Kong Identity Card Number.

If a TIN is unavailable, provide the appropriate reason A, B or C:

Reason A - The jurisdiction where the controlling person is a resident for tax purposes does not issue TINs to its residents.

Reason B - The controlling person is unable to obtain a TIN. Explain why the controlling person is unable to obtain a TIN if you have selected this reason.

Reason C - TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

	JURISDICTION OF RESIDENCE	TAX IDENTIFICATION NUMBER (TIN ²)	IF NO TIN IS AVAILABLE, PLEASE INDICATE REASON A, B OR C
1			
2			

Explanations for Reason B (e.g. unemployed, minor, etc.)

1	
2	

- Please provide a copy of government - issued document to support our tax residence information (e.g. identity card, passport, employment pass/work permit or documents from tax authority showing recent filing or income tax). More than one supporting document may be required if you are declaring yourself as tax resident of more than one country/jurisdiction.
- If your country/jurisdiction of tax residence did not include the country of your residential address, please tick the following box as confirmation:
 - ☐ I am not a resident of the country(ies) where I am residing, citizen of or having an address. By checking this box, I also confirm that I am not a tax resident of any countries other than those I have declared above.
- In the absence of the above confirmation, VMS may have to disclose your account information to tax authority based on you information held in our records. In addition, you may not be able to open additional accounts or purchase investments with us.

Notes:

- Definition of "Tax Resident"
Each jurisdiction has its own rules for defining tax residence, and jurisdiction have provided information on how to determine if you are resident in the jurisdiction on the following website: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>. In general, you will find that tax residence is the country/ jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/ jurisdiction at same time (dual residency). For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.
- TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual and is used to identify the individual for the purpose of administering tax laws of such jurisdiction.

Part 4 - Type of Controlling Person

Tick the appropriate box to indicate the type of controlling person for each entity stated in Part 2.

Type of Entity	Type of Controlling Person	Entity (1)	Entity (2)	Entity (3)
Legal Person	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual who holds the position of senior managing official/ exercises ultimate control over the management of the entity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trust	Settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Arrangement other than Trust	Individual in a position equivalent/similar to settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Declarations and Signature

1. I agree that VMS Securities Ltd ("VMS") may disclose and transfer to its branches, subsidiaries, affiliates or representatives offices located in any jurisdiction the information contained in this form, and any information relating to the entity(ies) accounts and products with VMS, in connection with or to facilitate their compliance with applicable laws and regulations.
2. I 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 controlling person 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 tax authorities of another jurisdiction or jurisdictions in which the controlling person may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112) .
3. I undertake to advise VMS of any change in circumstances which affects the tax residency status of the individual identified in this form or causes the information contained herein to become incorrect, and to provide VMS with a suitably updated self-certification form within 30 days of such change in circumstances.
4. I certify that I am the controlling person of all the account(s) held by the entity account holder(s) to which this form relates.
5. **I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.**

*Signature

Date: (DD-MM-YYYY)

*Name/HKID or Passport:

*Capacity (if applicable):

*Note:

- 1) Please sign as per VMS's records.
- 2) Please indicate the capacity in which you are signing this form and HKID/Passport number. If you are signing under a power of attorney, please also attach a certified copy of the power of attorney.

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. HK\$10,000).

If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

FOR VMS USE ONLY

Attended by: (Name, Signature & Date)

Name	Signature	Date

稅務居民身份自我證明 — 僅供實體填寫

FATCA & CRS

第1部 — 帳戶持有人資料
實體的法定名稱
現時營業地址（必須顯示城市和國家）
通訊地址（必須顯示城市和國家）（如通訊地址與現時營業地址不同，填寫此欄）
實體成立為法團或設立所在的稅務管轄區
商業登記號碼（簽發國家）

第2部 — CRS 實體類別

在其中一個適當的方格加☑號，並提供有關資料。

財務機構	<input type="checkbox"/> 託管機構、存款機構或指明保險公司 <input type="checkbox"/> 投資實體，但不包括由另一財務機構管理（例如：擁有酌情權管理投資實體的資產）並位於非參與稅務管轄區的投資實體
主動非財務實體	<input type="checkbox"/> 該非財務實體的股票經常在 _____（一個具規模證券市場）進行買賣 <input type="checkbox"/> _____ 的有關連實體，該有關連實體的股票經常在 _____（一個具規模證券市場）進行買賣 <input type="checkbox"/> 政府實體、國際組織、中央銀行或由前述的實體全權擁有的其他實體 <input type="checkbox"/> 除上述以外的主動非財務實體（請說明 _____）
被動非財務實體	<input type="checkbox"/> 位於非參與稅務管轄區並由另一財務機構管理的投資實體 <input type="checkbox"/> 不屬主動非財務實體的非財務實體

第3部 — 控權人（如實體帳戶持有人是被動非財務實體，填寫此部）

就帳戶持有人，填寫所有控權人的姓名在以下列表內。就法人實體，如行使控制權的並非自然人，控權人會是該法人實體的高級管理人員。

每名控權人須分別填寫一份 <<稅務居民身份自我證明 – 僅供控權人填寫 CRS>>表格。

(1)	(2)
(3)	(4)
(5)	(6)

第4部 – 居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）

提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳戶持有人的**稅務管轄區**（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出**所有**（不限於5個）居留司法管轄區。

如帳戶持有人是香港稅務居民，稅務編號是其香港商業登記號碼。

如果帳戶持有人並非任何稅務管轄區的稅務居民（例如：它是財政透明實體），填寫實際管理機構所在的稅務管轄區。

如沒有提供稅務編號，必須填寫合適的理由：

理由**A** – 帳戶持有人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

理由**B** – 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

理由**C** – 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

	居留司法管轄區	稅務編號	如沒有提供稅務編號，填寫理由 A、B或C
1			
2			
3			
4			
5			

如選取理由**B**，解釋帳戶持有人不能取得稅務編號的原因

1	
2	
3	
4	
5	

- 如果貴實體的稅務居住國家/地區不包括實體的註冊地國家或註冊地址的國家／地區，請在下面的框中確認：

☐ 本實體不是其所在國家或具有註冊地址的國家的稅務居民。通過選中此框，實體還確認它不是除上述聲明以外的任何國家的稅務居民。

- 在沒有上述確認的情況下，鼎珮可能將根據貴實體保留於本公司記錄中的資料向稅務機關披露貴實體的帳戶信息。此外，實體可能無法與我們開立其他帳戶。

第5部 – FATCA實體類別

關於美國實體的定義，詳情請參閱美國國家稅務局網站 (<http://www.irs.gov/>)

A. 請選擇以下項目。

- 基本資料 ☐ 美國實體（於美國註冊成立、設立、構成或組成）> 請填寫美國國稅局表格 W-9
- ☐ 非美國實體

非美國實體可選擇以下項目 I 或 II 其中之一項

I. 金融機構

- ☐ 參與的外國金融機構
- ☐ 已註冊的視作合規外國金融機構
- ☐ 以版本一申報的外國金融機構
- ☐ 以版本二申報的外國金融機構

全球中介人識別號碼：_____

- ☐ 非參與的外國金融機構
- ☐ 不符合上述任何一項，在此情況下請填寫及遞交適當的美國國稅局表格 W-8。

II. 非金融機構

- ☐ 有實質業務活動的機構
貴實體至少50%總收入（以上一個曆年計）來自營業活動而非被動收入，例如：投資、股息、利息、租金或權利金，及

貴實體所持有之加權平均資產（每個季度於資產負債表依照資產的公允市價或帳面價值計算）至少有50% 會產生或用以產生這些營業活動的收入

- ☐ 主要為被動投資收入的機構貴實體超過50% 總收入（以上一個曆年計）來自被動收入，例如：投資、股息、利息、租金或權利金，及
- ☐ 貴公司並無屬於美國的主要股東（擁有貴公司最少 10% 股權）
- ☐ 貴公司有屬於美國的主要股東（擁有貴公司最少 10% 股權），如此項適用請填妥B部。

- ☐ 不符合上述任何一項，在此情況下請填寫及遞交適當的美國國稅局表格 W-8。

B. 美國主要股東資料

（只供擁有美國股東之主要為被動投資收入機構填寫）

姓名	住址	稅務編號	所有權百分比
(1)			
(2)			
(3)			

聲明及簽署

1. 本人同意鼎珮證券有限公司（「鼎珮」）將此表格內所含的信息，以及任何與帳戶持有人在鼎珮的帳戶和產品相關的信息披露及發送給其位於任何司法管轄區的分行、子公司、聯屬公司或代表處，以便它們能符合或遵從相關法律和法規。
2. 本人知悉及同意，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。
3. 本人承諾，如情況有所改變，以致影響本表格所述的實體的稅務居民身分，或引致本表格所載的資料不正確，本人會通知鼎珮，並會在情況發生改變後 30 日內，向鼎珮提交一份已適當更新的自我證明表格。
4. 為了符合適當的法律和法規（包括但不限於《海外帳戶稅收合規法案》），本人同意鼎珮收集、使用和披露帳戶持有人的個人信息給香港境內或境外的政府機構及從帳戶持有人的帳戶預扣付款。
5. 如本人未能準確及完整地提供鼎珮所需要的資料和/或文件，本人特此同意鼎珮可把帳戶持有人分類為不合作的帳戶持有人或非參與金融機構（「NPFPI」），並暫停，罷免或終止帳戶持有人的帳戶以及帳戶持有人所得的服務。
6. 本人證明，就與本表格所有相關的帳戶，本人獲帳戶持有人授權簽署本表格。
7. 本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

*公司蓋章及簽署

--

日期：.....（日／月／年）

*姓名／香港身份證或護照號碼：.....

*身份：.....

*備註：

- 1) 請根據預留在鼎珮的簽字樣本簽署。
- 2) 請說明簽署人簽署這份表格的身份。（例如：公司的董事或高級人員，合類的合類人，信託的受託人等）

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（即港幣10,000元）罰款。

如中，英文兩個版本有任何不相符之處，應以英文版本為準。

鼎珮專用欄

Attended by: (Name, Signature & Date)

姓名	簽署	日期

稅務居民身份自我證明 — 僅供控權人填寫

CRS

第1部 - 控權人資料

姓名（與香港身份證／護照上的相同）

身份證／護照號碼 出生日期（年／月／日）

出生地點（鎮／城市）（省／州）（國家）

居住地址（與留存在本公司的地址相同，但不可以是郵政信箱）

.....

郵編 城市

州／省 國家

通訊地址（如通訊地址與現時住址不同，填寫此欄）（與留存在本公司的地址相同，但不可以是郵政信箱）

.....

郵編 城市

州／省 國家

第2部 - 您作為控權人的實體帳戶持有人

填寫您作為控權人的實體帳戶持有人的名稱。

實體	實體帳戶持有人的名稱
(1)	
(2)	
(3)	

第3部 - 居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）

提供以下資料，列明（a）控權人的居留司法管轄區，亦即控權人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給控權人的稅務編號。列出所有（不限於2個）居留司法管轄區。

如控權人是香港稅務居民¹，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

理由**A**—控權人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

理由**B**—控權人不能取得稅務編號。如選取這一理由，解釋控權人不能取得稅務編號的原因。

理由**C**—控權人毋須提供稅務編號。居留司法管轄區的主管機關不需要控權人披露稅務編號。

	居留司法管轄區	稅務編號 ²	如沒有提供稅務編號，填寫理由 A、B或C
1			
2			

如選擇理由B，解釋控權人不能取得稅務編號的原因

1	
2	

- 請提供一份政府簽發的文件，以作為您的稅務居民身份的證明（如身份證、護照、僱傭證／工作證或顯示最近填報所得稅的稅務機構文件）。如果您申報自己是多個國家／司法管轄區的稅務居民，或需提供多份證明文件。
- 若您的稅務居民居住國／司法管轄區不包括您的居住地址所在國，請勾選以下聲明，以便確認：
 - ☐ 本人不是自己居住地所在國、國籍所屬國或任意地址所在國的稅務居民。勾選本項即確認除了上述聲明之外，本人並非任何國家的稅務居民。
- 若您未做出上述確認，鼎珮可能將根據您保留於本公司記錄中的資料，向稅務機構披露您的帳戶詳情。此外，您或許再也無法開立新的帳戶或通過本公司投資。

備註：

- 「稅務居民」的定義
每個司法管轄區都有自己關於怎樣定義稅務居民的規定。您可瀏覽以下網站（<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>）來確定自己是否為相關司法管轄區居民。一般而言，您所居住的國家／司法管轄區就是您的稅務居民身份所在地。特殊情況下，您可能是其他一個或多個國家／司法管轄區的稅務居民（雙重居民身份）。如需更多有關納稅居民身份的信息，請諮詢您的稅務顧問或查閱上述OECD自動信息交換傳送網站所提供的信息。
- 稅務識別號 (TIN) 是一組司法管轄區指派給個人的唯一字母或數字組合。在該司法管轄區執行相關稅法時，該號碼被用於識別個人稅務居民。

第4部 — 控權人類別

就第2部所載的每個實體，在適當方格內加上〔0〕號，指出控權人就每個實體所屬的控權人類別。

實體類別	控權人類別	實體 (1)	實體 (2)	實體 (3)
法人	擁有控制股權的個人（即擁有不少於百分之二十五的已發行股本）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	以其他途徑行使控制權或有權行使控制權的個人（即擁有不少於百分之二十五的表決權）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	擔任該實體的高級管理人員/對該實體的管理行使最終控制權的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
信託	財產授予人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	受託人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	保護人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	受益人或某類別受益人的成員	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	其他（例如：如財產授予人/受託人/保護人/受益人為另一實體，對該實體行使控制權的個人）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
除信託以外的法律安排	處於相等/相類於財產授予人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於受託人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於保護人位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	處於相等/相類於受益人或某類別受益人的成員位置的個人	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	其他（例如：如處於相等/相類於財產授予人/受託人/保護人/受益人位置的人為另一實體，對該實體行使控制權的個人）	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

聲明及簽署

1. 本人同意鼎珮證券有限公司（「鼎珮」）將此表格內所含的信息，以及任何與本人在鼎珮的帳戶和產品相關的信息披露及發送給其位於任何司法管轄區的分行、子公司、聯屬公司或代表處，以便它們能符合或遵從相關法律和法規。
2. 本人知悉及同意，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）把該等資料和關於控權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，從而把資料轉交到控權人的居留司法管轄區的稅務當局。
3. 本人承諾，如情況有所改變，以致影響本表格所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知鼎珮，並會在情況發生改變後 30 日內，向鼎珮提交一份已適當更新的自我證明表格。
4. 本人證明，就與本表格所有相關的實體帳戶持有人所持有的帳戶，本人是控權人。
5. 本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

*控權人簽署

--

日期：.....（年／月／日）

*姓名／香港身份證或護照號碼：.....

*身份（若適用）：.....

*備註：

- 1) 請根據預留在鼎珮的簽字樣本簽署。
- 2) 請寫明您代簽此表格的身份，並提供您的身份證／護照號碼。如果您是被授權代表，則需附上有關的授權委托書。

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（即港幣10,000元）罰款。

如中，英文兩個版本有任何不相符之處，應以英文版本為準。

鼎珮專用欄

Attended by: (Name, Signature & Date)

姓名	簽署	日期

SECURITIES ACCOUNT TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THE SERVICES (AS DEFINED BELOW). UPON USING THE SERVICE, YOU WILL BE DEEMED TO HAVE ACCEPTED ALL THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THEM.

1. DEFINITIONS AND INTERPRETATION

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

The “Company”, “You”, “Your” means VMS Securities Limited and its successors and assigns;

The “Client”, “I/we”, “My/ our”, “Me/us” means the Client in the Client Information & Application Form;

“Account(s)” means one or more securities or margin securities trading accounts opened and maintained by the Client with the Company from time to time for the purchase, sale or continued holding of securities;

“Access Codes” means together the Password and the Login Name (or any of them);

“Agreement” means the written agreement between the Client and the Company regarding the opening, maintenance and operation of the Account(s) as amended from time to time, including but not limited to the Corporate Client Information & Application Form, the Individual Client Information & Application Form, Client’s Agreement, Securities Account Terms and Conditions, Margin Account Terms and Conditions and any authority given by the Client to the Company with respect to the Account(s) and any schedules attached thereto;

“Associate” means a company or body corporate which is a member of the same “group of companies” (as defined in Section 2 of the Companies Ordinance) as yourself;

“Business Day” means a day on which the Company will be open for securities trading as the Company may prescribe from time to time;

“Business Hours” means the period during which on a Business Day the Company will be open for securities trading as the Company may prescribe from time to time when instructions may be given to and accepted by the Company;

“Client Money Rules” means the Securities and Futures (Client Money) Rules made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

“Client Money Standing Authority” means the standing authority granted by the Client to the Company in the terms set out in Clause 26.2 below as amended from time to time;

“Client Securities Rules” means the Securities and Futures (Client Securities) Rules made by the SFC under section 148 of the Securities and Futures Ordinance as amended from time to time;

“Client’s Agreement” means the agreement entered into between the Client and the Company for the opening and maintenance of the Account(s);

“Company” means VMS Securities Limited and its successors and assigns;

“Companies Ordinance” means the Companies Ordinance (Cap. 522) as the same may be amended or re-enacted from time to time;

“Electronic Services” means the Electronic Trading Service;

“Electronic Trading Service” means any facility provided by you which enables me/us to give electronic instructions to purchase, sell and otherwise deal with securities and information services;

“Exchange” means the Stock Exchange or any other exchange or market in any part of the world on which securities are bought and sold;

“Financial Product” means any securities as defined under the Ordinance;

“HKSCC” means the Hong Kong Securities Clearing Company Limited;

“Hong Kong” means the Hong Kong Special Administrative Region;

“Login Name” means my/our personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and any other services offered by you;

“Password” means my/our personal password(s) used in conjunction with the Login Name to gain access to the Electronic Trading Service and any other services offered by you;

“Representative” means the person(s) authorized by me/us to issue instructions in relation to an Account as notified by me/us in writing, until the receipt by you of written notice from me/us to the contrary;

“Rules” means the Rules of The Stock Exchange as amended from time to time;

“securities” has the meaning ascribed thereto by the Securities and Futures Ordinance and, if the context so admits, shall include securities collateral;

“Securities and Futures Ordinance” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or re-enacted from time to time;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Services” means the services referred to in Clause 3 below which may be provided by the Company to the Client;

“SFC” means the Securities and Futures Commission;

“SFC Code of Conduct” means Code of Conduct for Persons Licensed by or Registered with the SFC as amended from time to time;

“Standing Order(s)” means instruction(s) given by the Client from time to time to take specified action when the conditions forming part of such instructions are met and the Client has requested the Company to carry out such instruction during Business Hours if the relevant conditions are met.

1.2 In these Terms and Conditions:

1.2.1 unless the context otherwise requires, words and expressions defined in the Securities and Futures Ordinance, the Client Money Rules and the Client Securities Rules shall have the same meanings in these Terms and Conditions;

1.2.2 references to the “Client”, wherever used, shall in the case where the Client(s) is/are individual(s) include the Client(s) and his/their respective executors and administrators and in the case where the Client is a sole proprietorship firm include the sole proprietor and his executors and administrators and his/their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the Client’s said Account(s) is/are being maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the Client is a company include such company and its successors, and in whose name the Account(s) are opened and maintained;

1.2.3 references to “Group Company”, in relation to the Company, includes its direct or indirect holding companies, and direct or indirect subsidiaries of itself or of such holding companies;

1.2.4 references to clauses and sub-clauses unless otherwise stated are to clauses and sub-clauses of these Terms and Conditions;

1.2.5 the headings to the clauses are for convenience only and do not affect their interpretation and construction;

1.2.6 words denoting the singular include the plural and vice versa; and

1.2.7 words importing any gender include every gender and references to persons include companies and corporations.

2. APPLICATION OF RULES AND REGULATIONS

2.1 All transactions in securities made for or on Client's behalf in Hong Kong shall be subject to the relevant provisions of the constitution, rules, regulations, by-laws, customs, usage, rulings and interpretations from time to time in force of the rules of HKSCC or such other clearing houses in or outside Hong Kong and the Stock Exchange or such other stock exchanges or markets or over-the-counter markets and the laws of Hong Kong, at which the transaction is conducted and to the applicable laws, regulations or administrative directives whether or not having force of law in Hong Kong or in any other jurisdiction as amended from time to time ("Laws") so that:-

(a) in the event of any conflict between (i) the Agreement and (ii) any such constitution, rules, regulations and Laws, the latter shall prevail;

(b) the Company may take or omit to take any action which it considers fit in order to ensure compliance with the same including, without limitation, adjusting any Account, disregarding any unexecuted order or rescinding any executed transaction without any liability whatsoever;

(c) such constitution, rules, regulations and laws as are so applicable and all such actions so taken shall be binding upon the Client;

(d) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client's entering into the Agreement or the Company effecting any transaction in connection with the Agreement.

2.2 If any provision hereof is inconsistent with any present or future law, rule or regulation of The Stock Exchange or any authority having jurisdiction over the subject matter of this Agreement (including the SFC Code of Conduct), such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, the Agreement shall continue and remain in full force and effect.

2.3 The rules and regulations of the Stock Exchange and the HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Company and the Client in respect of transactions concluded on the instructions of the Client.

3. SERVICES

3.1 The Client hereby instructs and authorizes the Company to open and maintain in its book one or more Account(s) in the name of the Client for the purpose of purchasing, investing in, selling, exchanging or otherwise disposing of and generally dealing in and with all kinds of securities in accordance with the terms and conditions of the Client's Agreement and these Terms and Conditions from time to time. Unless otherwise indicated by the Company or specified in the Client's Agreement and these Terms and Conditions (in the contract note for the relevant transaction or otherwise), the Company shall act as agent for the Client in effecting transactions pursuant to the Client's Agreement and these Terms and Conditions.

3.2 All transactions for the Account(s) may be effected by the Company directly on any Exchanges where the Company is authorized to deal in securities, or, at its option, on any Exchanges indirectly through any other broker which the Company may, at its discretion, decide to appoint.

3.3 Where any securities are held in the Company's name, the name of any associated entity of the Company or the name of any nominee of the Company in accordance with Clause 7.1 or 7.2, the Company will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in the Client's Agreement and these Terms and Conditions shall in any way impose on the Company any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. The Company has no duty in respect of notices, communications, proxies and other documents, relating to the securities received by the Company or to send such documents or to give any notice of the receipt of such documents to the Client. The Company has the right to charge the Client for its services in taking any action pursuant to the Client's instruction.

4. INSTRUCTIONS AND DEALING PRACTICE

4.1 The Company is hereby authorized to act upon the instructions of the Client to deposit, purchase and/or sell securities for the Account(s) and otherwise deal with securities, receivables or monies held in or for the Account(s) subject to the Client Money Rules and the Client Securities Rules.

4.2 The Client will operate its Account(s) by giving orders itself or if the Client will operate its Account by appointing the Representative to give orders on its behalf, then the Client will provide the Company with the name and address of the person appointed, to be accompanied by an appointment in writing.

4.3 All instructions shall be given by the Client orally either in person or by telephone, or in writing, delivered by post, by hand, by e-mail or otherwise, or by facsimile transmission or by any other means acceptable to the Company.

4.4 The Company shall be entitled to rely on any instructions, directions, notices or other communication which the Company reasonably believes to be from a person authorized to act on the Client's behalf and the Client shall be bound by such communication. The Client agrees to indemnify the Company and hold the Company harmless from and against all losses, costs and expenses (including legal costs) reasonably and properly incurred by the Company in reliance thereupon. The indemnity provision in this clause is without limitation to other indemnity provisions in this Agreement.

4.5 The Company may record all telephone conversations with the Client in order to verify the instructions of the Client. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Client in case of dispute.

4.6 Notwithstanding anything herein contained, the Company shall be entitled, at its absolute discretion, to refuse to act on any of the Client's instructions and/or to refuse to accept any order for sale or purchase of securities from the Client if, in its opinion, there are reasonable grounds to do so and shall not be obliged to give any reason for such refusal. The Client agrees that the Company may take the opposite position to a Client's order either for its own account or for the account of others. No failure on the part of the Company to execute any instruction or order given by the Client for the sale or purchase of securities shall give rise to any claim by the Client against the Company.

4.7 Where a discrepancy occurs between instructions given by telephone, facsimile transmission or other telecommunications devices and any subsequent confirmation, the Company's record of the telephone instruction, facsimile instruction or instruction through other telecommunication devices will govern.

4.8 The Company may in its discretion accept instruction from Client given by telephone, facsimile transmission or other telecommunication devices. For any verbal instruction given by telephone: (a) verification will be performed; and (b) the instruction must be given to any one of Company's authorized dealing staff through any one of the telephone numbers designated by Company for such purpose. For any instruction transmitted by facsimile or other telecommunication devices, the instruction must be transmitted to any one of your receiving facsimile machines or devices designated by Company for such purposes.

4.9 The Client acknowledges that the Company cannot ensure the confidentiality of facsimile communications. If the Client directs the Company to send the Client by way of facsimile message the confirmation of any Securities Transaction, the Client agrees that the Company will have no liability to the Client for any breach of confidentiality which may arise.

4.10 By reason of market conditions, physical restraints on the Exchanges and rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in quoting prices or in dealing. The Company may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Client's instructions due to market conditions or any other cause beyond its reasonable control. Where the Company is unable after using reasonable endeavours to execute any instruction in full, the Company is entitled to effect partial performance only without prior reference to the Client's confirmation. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

4.11 Any day order for purchase or sale of securities placed by the Company at the request of the Client that has not been executed before the close of business of the relevant Exchange or such other expiration date required by the relevant Exchange or such other later time as the Client and the Company may agree shall be deemed to have been cancelled automatically (to the extent not executed if executed in part).

4.12 The Company may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Company, on such terms and conditions as the Company may in its absolute discretion determine.

4.13 The Company may decline to act on any instructions from the Client to effect any order which, in the Company's sole judgement, is an order for short-selling any securities.

4.14 The Client acknowledges that due to the trading practices of the Exchanges or other markets in which transactions are executed, the Company may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Company following instructions given by the Client.

4.15 Subject to applicable laws and regulations and market requirements, the Company may in its absolute discretion determine the priority in the execution of its Clients' orders, having due regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another client in relation to the execution of any order received by the Company.

4.16 The Client must candidly and promptly provide accurate and complete information to the Company regarding its financial situation, investment experience and investment objectives and inform the Company of any change of such information from time to time in order for the Company to fulfil their obligations under clauses 4.18 and 4.19.

4.17 The Company may from time to time shortlist or discuss securities / investment products or opportunities with the Client, the Company shall be entirely responsible for assessing, satisfying and determining for the Client if any investment or dealing to be entered into are in the Client's interest and the Company, the Company's officers, employees and agents shall not be liable for any loss howsoever occasioned relating to any such investment advice or dealing opportunities, except where the Company fails to fulfil their obligations under clauses 4.18 and 4.19 and such failure is not due to the Client's failure to comply with its obligations under clauses 4.16 above.

4.18 The Company agrees that, if it solicits the sale of or recommend any Financial Product to the Client, the relevant Financial Product must be reasonably suitable for the Client having regard to its financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

4.19 The Client acknowledges that the Company has the obligation to assess the Client's knowledge of Financial Product and characterize the Client based on its knowledge of Financial Product before it enters into a transaction in such product as required under the Laws.

5. COMMISSIONS AND EXPENSES

5.1 All transactions executed in pursuance of the instructions of the Client on the Exchanges shall be subject to a transaction levy and any other levies that the relevant Exchange from time to time may impose. The Company is authorized to collect any such levies in accordance with the rules prescribed by the relevant Exchange from time to time.

5.2 The Client shall on demand pay the Company commissions on purchases, sales and other transactions or services for the Account(s) at such rate as the Company may from time to time have notified him, together with all stamp duties, bank charges, transfer fees, interest, custodial expenses and other expenses in respect of or connected with the Account(s) or any transaction or services thereof or any securities therein.

5.3 The Company shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of the Client's Agreement and these Terms and Conditions, including without limitation research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications in consideration of directing transaction business the Client's behalf to the broker or the intermediary; commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their Clients. The Company shall also, at its absolute discretion be entitled to offer any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of the Client's Agreement and these Terms and Conditions, including any benefit relating to commissions or similar payments in connection therewith. The Client hereby consents to the Company's solicitation, acceptance, receipt and retention of the aforementioned benefits.

6. INTEREST

6.1 Unless otherwise indicated, the Client undertakes to pay interest to the Company in respect of any debit balance on the Account(s) or any amount otherwise owing to the Company at any time at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to (10) ten per cent per annum above the best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.

7. SECURITIES IN THE ACCOUNT(S)

7.1 The Client specifically authorizes the Company, in respect of all securities deposited by the Client with the Company or purchased or acquired by the Company on behalf of the Client, and held by the Company for safe keeping, to register the same in the name of an associated entity or in the Client's name, or deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or an associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities.

7.2 The Client specifically authorizes the Company, in respect of all securities collateral deposited with, or otherwise provided by or on behalf of the Client to the Company, to:

7.2.1 deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or associated entity for the purpose of holding securities collateral of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities;

7.2.2 deposit in an account in the name of the Company or associated entity (as the case may be) with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities; or

7.2.3 register in the name of the Client on whose behalf the securities collateral has been received, the Company or the associated entity.

7.3 Any securities and securities collateral held by the Company, any associated entity of the Company, banker, institution, custodian or intermediary pursuant to Clauses 7.1 and 7.2 shall be at the sole risk of the Client and the Company and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure the Client against any kind of risk, which obligation shall be the sole responsibility of the Client.

7.4 If in relation to any securities deposited with the Company which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) 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 securities held on behalf of the Client out of the total number or amount of such securities.

7.5 If in relation to any securities deposited with the Company but which are not registered in the name of the Client, and loss is suffered by the Company, the Account(s) 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 securities held on behalf of the Client out of the total number or amount of such securities.

7.6 Except as provided in Clauses 14.2 and 7.7, the Company shall not, without the Client's oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of Client's securities or securities collateral for any purpose.

7.7 The Company is authorized, pursuant to section 6(3) of the Client Securities Rules, to dispose, or initiate a disposal by its associated entity, of any of the Client's securities or securities collateral (and the Company shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.

7.8 The Company's obligations to deliver, to hold in safe custody or otherwise or to register in the Client's name, securities purchased or acquired by the Company on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name or the Client's nominee of securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by the Company on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return securities which are identical with such securities in terms of number, class denomination, nominal amount and rights attached thereto.

7.9 At any time, and from time to time, the Company may transfer securities and other property held by Company or Company's nominee for the Client from or to any Account whenever the company consider that a transfer is desirable.

8. MONIES IN THE ACCOUNTS

8.1 The Company shall be entitled to deposit all monies held in the Account(s) and all monies received for or on the account of the Client with one or more segregated account(s) in Hong Kong each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules. Unless otherwise agreed between the Client and the Company, any interest accrued on such monies shall belong to the Company absolutely.

8.2 The Client agrees that no interest will accrue to the Client upon any amounts which may be held by the Company to Client's credit, unless there is an agreement to the contrary between the Client and the Company.

9. NEW LISTING OF SECURITIES

9.1 In the event that the Client requests and authorises the Company to apply for securities in respect of a new listing and/or issue of securities on the Exchange as its agent and for its benefit or for the benefit of any other person, the Client hereby warrants to and for the Company's benefit that the Company has authority to make such application on the Client's behalf.

9.2 The Client shall familiarise himself 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 the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with the Company.

9.3 The Client hereby gives to the Company 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 Stock Exchange or any other relevant regulator or person).

9.4 The Client hereby further declares and warrants, and authorises the Company to disclose and warrant to the Stock Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as its agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant securities, the Stock Exchange or any other relevant regulator or person in respect of any application made by the Company as the Client's agent for and on behalf of the Client.

9.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

9.6 The Client recognises and understands 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. The Client undertakes to provide to the Company 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 the Company may in the Company's absolute discretion determine from time to time.

9.7 In relation to a bulk application to be made by the Company or the Company's agent on the Company's own account and/or on behalf of the Client and/or the Company's other clients, the Client acknowledges and agrees:

9.7.1 that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither the Company nor the Company's agent shall, in the absence of fraud, negligence or wilful default, be liable to the Client or any other person in consequence of such rejection; and

9.7.2 to indemnify the Company in accordance with Clause 15 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

9.8 The Company, on receipt of a request from the Client to apply for and purchase shares in companies that are being brought to the market by way of a new issue ("IPO Shares"), may provide assistance in financing subscriptions for such shares ("IPO Loan"). As continuing security for the due and punctual payment by the Client of all principal, interest and other sums owed by the Client to the Company in respect of the IPO Loan, the Client as beneficial owner hereby charges by way of first legal charge the IPO Shares to the Company until full payment made to the Company of the IPO Loan by the Client; and hereby expressly authorizes the Company to receive and apply all sums of whatever nature received by the Company (or the Company's nominees) in respect of any part of the charged shares towards payment of the IPO Loan in such manner and at such time as the Company may determine.

10. FOREIGN CURRENCY TRANSACTIONS

10.1 The Account(s) shall be in Hong Kong Dollars or such other currencies as the Company may agree from time to time and in the event that the Client instructs the Company to effect any sale or purchase of securities in a currency other than Hong Kong

Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under the Client's Agreement and these Terms and Conditions may be effected by the Company in such manner and at such time as it may in its absolute discretion decide.

10.2 All payments to be made by the Client to the Company in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by the Company.

11. SHORT SALE

11.1 The Client must notify the Company when a sale order relates to securities which the Client does not own i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). The Client acknowledges and agrees that no short selling orders will be accepted by the Company unless the Client provides the Company with such confirmation, documentary evidence and assurance as the Company in the Company's opinion considers necessary to show that the Client has a presently exercisable and unconditional right to vest such securities in the purchaser before placing any short selling order.

12. TRADING RECOMMENDATIONS

12.1 The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account(s) and the Company is responsible only for the execution, clearing, and carrying out of transactions in the Account(s); that the Company has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account(s) or any transaction as a result thereof.

13. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

13.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under law or the Client's Agreement and these Terms and Conditions, all securities, receivables monies (in any currency) and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favor of the Company as continuing security to offset and discharge all of the Client's obligations, arising from the business of dealing in securities or otherwise, to the Company and any of the Company's Group Companies.

13.2 In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under law or the Client's Agreement and these Terms and Conditions and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company for itself and as agent for any of the Company's Group Companies, at any time without notice to the Client, may combine or consolidate any or all accounts, of any nature whatsoever and either individually or jointly with others, with the Company or any of the Company's Group Companies and the Company may set off or transfer any monies (in any currency) securities or other property in any such accounts to satisfy obligations or liabilities of the Client to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

13.3 Without limiting or modifying the general provisions of the Client's Agreement and these Terms and Conditions and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, the Company may, without notice, transfer all or any sum or properties interchangeably between any of the accounts maintained at any time by the Client with the Company and any of the Company's Group Companies.

13.4 Until all my/our obligations or liabilities have been paid or satisfied in full, you shall have a lien on and be entitled to retain and withhold all my/our moneys, securities or other property from time to time in your possession or control whether the same be held for safe custody, margin or otherwise, and whether pursuant to this Agreement or otherwise.

14. SETTLEMENT

14.1 Unless otherwise agreed, in respect of each sale and purchase transaction executed on the Client's behalf, the Client will by the due date make payment to the Company against delivery of or credit to the Account(s) for purchased securities, or make good delivery of sold securities to the Company against payment, as the case may be.

14.2 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 in Clause 14.1, the Company is hereby authorized to:

14.2.1 in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Company; or

14.2.2 in the case of a sale transaction, to borrow and/or purchase such securities to satisfy the Client's obligations to the Company.

14.3 The Client hereby acknowledges that the Client shall be responsible to the Company for any loss, costs, fees and expenses incurred by the Company in connection with the Client's failure to meet his obligations by the due date as described in Clause 14.1.

15. LIABILITIES AND INDEMNITIES

15.1 Neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client as a result of:

15.1.1 the Company acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Company or by any of its directors, employees or agents; or

15.1.2 any condition or circumstances which are beyond the reasonable control or anticipation of the Company. Its directors, employees and agents, including but not limited to any delays in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, failure of electronic or mechanical equipment, telephone or other interconnection problems, prevailing fast market conditions, governmental agency or exchange actions, theft, war (whether declared or not), severe weather, earthquakes and strikes; or

15.1.3 the Company exercising any or all of its rights conferred by the terms of the Client's Agreement and these Terms and Conditions; or

15.1.4 any conversion of one currency to another pursuant to in relation to or arising from the Client's Agreement and these Terms and Conditions.

15.2 Without limiting the generality of Clause 15.1 above, neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Company, even if the Company has been advised of the possibility of such loss or damage.

15.3 The Client undertakes to indemnify and keep indemnified the Company in respect of any costs, claims, demands, damages and expenses whatsoever which may be reasonably and properly suffered or incurred by the Company directly or indirectly arising out of or in connection with any transaction entered into by the Company as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of the Client's Agreement and these Terms and Conditions or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Company on demand, all damages, costs and expenses (including legal expenses on a full indemnity basis) reasonably and properly incurred by the Company in the enforcement of any of the provisions of the Client's Agreement and these Terms and Conditions.

15.4 The Client undertakes to indemnify and keep indemnified the Company 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 and under the Client's Agreement, including any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

15.5 The above terms shall continue to take effect notwithstanding the termination of the Client's Agreement and these Terms and Conditions. The indemnity in this clause shall be without limitation to other indemnity provisions in this Agreement.

16. EVENT OF DEFAULT

16.1 Any one of the following events shall constitute an event of default ("Event of Default"):

- 16.1.1 the Client's failure to pay any deposits, Margins or any other sums payable to the Company or submit to the Company any documents or deliver any securities to the Company hereunder, when called upon to do so or on due date;
- 16.1.2 default by the Client in the due performance of any of the terms of the Client's Agreement, these Terms and Conditions and the observance of any by-laws, rules and regulations of the appropriate Exchanges and/or Clearing Houses;
- 16.1.3 the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
- 16.1.4 the death of the Client (being an individual);
- 16.1.5 the levy or enforcement of any attachment, execution or other process against the Client;
- 16.1.6 any representation or warranty made by the Client to the Company in the Client's Agreement and these Terms and Conditions or in any document being or becoming incorrect or misleading;
- 16.1.7 any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into the Client's Agreement and these Terms and Conditions being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
- 16.1.8 the occurrence of any event which, in the sole opinion of the Company, might jeopardize any of its rights under the Client's Agreement and these Terms and Conditions;
- 16.1.9 the Company has made at least two attempts to demand from the Client any Margin, but, for whatever reason, has not been able to communicate directly with the Client;
- 16.1.10 the receipt by the Company of notice of any dispute as to the validity of any order or instruction from the Client;
- 16.1.11 the continued performance of the Client's Agreement and these Terms and Conditions becomes illegal or claim by any government authority to be illegal;
- 16.1.12 if the Company determines that the Margin that the Client has deposited with the Company is inadequate; and
- 16.1.13 if at any time the value of the collaterals falls below the liquidation Margin level as prescribed by the Company from time to time.
- 16.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to:
- 16.2.1 immediately close the Account(s);
- 16.2.2 terminate all or any part of the Client's Agreement and these Terms and Conditions;
- 16.2.3 cancel any or all outstanding orders or any other commitments made on behalf of the Client;
- 16.2.4 close any or all contracts between the Company and the Client, cover any short position of the Client through the purchase of securities on the relevant Exchange(s) or, subject to Clauses 7.6 and 7.7, liquidate any long position of the Client through the sale of securities on the relevant Exchange(s);
- 16.2.5 subject to Clauses 7.6 and 7.7, dispose of any or all securities and other property held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company; and
- 16.2.6 combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 13.
- 16.3 In the event of any sale or liquidation pursuant to this Clause:
- 16.3.1 The Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has already used reasonable endeavors to sell or dispose of the securities or any part thereof at the then available market price;
- 16.3.2 The Company will exercise its own judgement in determining the time to sell or dispose of the securities or any part thereof and the Company shall not be responsible for any loss occasioned thereby;

16.3.3 The Company shall be entitled to appropriate to itself or sell or dispose of the securities or any part thereof at the current price to any of the Company's Group Companies without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Company's Group Companies; and

16.3.4 The Client undertakes to pay to the Company any deficiency if the net proceeds of sale or net proceeds of liquidation shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

17. ASSIGNABILITY

17.1 The provisions of the Client's Agreement and these Terms and Conditions shall be binding on and ensure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of any of the Client's rights or obligations hereunder and under the Client's Agreement without the prior written consent of the Company. The Company may assign all or a part only of its rights and obligations under the Client's Agreement and these Terms and Conditions to any person without the prior consent or approval of the Client.

18. SURVIVING CLAUSES

18.1 The terms and conditions of this Agreement shall survive any changes or succession in your business and shall be binding, in the case of the undersigned being a corporation on its successors and assigns, and in the case of the undersigned being a partnership or firm upon the partners jointly and severally and upon their personal representatives, and in the case of the undersigned being an individual, upon his personal representatives, receiver or trustee whether in bankruptcy or otherwise.

19. JOINT CLIENTS

19.1 Where the Client consists of more than one person:

19.1.1 the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;

19.1.2 the Company shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;

19.1.3 each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and

19.1.4 the Company shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

19.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such persons), the Client's Agreement and these Terms and Conditions shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Company against such deceased Client's estate. The surviving Client(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

20. TERMINATION

20.1 Without prejudice to Clauses 15, 16 and 24.2, the Client's Agreement shall continue in effect until terminated by either party giving not less than seven (7) Business Days prior written notice to the other.

20.2 Service of notice of termination by the Client pursuant to Clause 20.1 shall not affect any transaction entered into by the Company pursuant to the Client's Agreement and these Terms and Conditions before the notice has been actually received by the Company.

20.3 Termination of the Client's Agreement and these Terms and Conditions shall not affect any outstanding orders or any legal rights or obligations which may already have arisen.

20.4 Notwithstanding Clause 20.1, the Client shall have no right to terminate the Client's Agreement and these Terms and Conditions if the Client has open positions or outstanding liabilities or obligations.

20.5 Clauses 15, 22, 24.2, 29.4 and 30 shall survive the termination of the Client's Agreement and these Terms and Conditions.

21. SEVERABILITY

21.1 Each of the provisions of the Client's Agreement and these Terms and Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way. In the event that any provision would be invalid if part of the wordings thereof were not deleted, the provision shall apply as if the relevant wordings were deleted.

22. NOTICES, CONFIRMATIONS AND STATEMENTS

22.1 Reports, written confirmations, statements of the Client's Account(s), notices, and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person therefor, will be deemed for these purposes to be the Client whose name first appears in the Client Information & Application Form) at the address, telephone, fax or telex number given in the Client Information & Application Form, or at such other address, telephone, fax or telex number as the Client hereafter shall notify the Company in writing, and all communications so transmitted, whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned, when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not.

22.2 Written confirmation of the execution of the Client's orders and statements of the Client's Accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the Client Information & Application Form (or such other address communicated in writing by the Company) within 2 days after transmittal thereof to the Client, by mail or otherwise.

22.3 Any notice or other communications including, but not limited to, written confirmations and statements of the Account(s) delivered to the Client by the Company under the Client's Agreement and these Terms and Conditions if by electronic devices through email or otherwise shall be deemed made or given upon transmission of the message to the Client.

22.4 The Company will send to the Client in respect of each transaction for purchase, sale or exchange of securities entered into by the Company on Client behalf a contract note which will include details of the date of the contract, the quantity and description of the securities being acquired or disposed of, the price per unit (except on an exchange of securities), the amount of consideration payable by the Client (except on an exchange), the rate or amount of commission payable, the amount of stamp duty payable (if any) and the date of settlement.

22.5 The Company contract notes, settlement statements and statements of open and/or closed positions for my/our Account shall be conclusive if not objected to by the Client in writing and received at the Company office in the case of the first within 24 hours after delivery to the Client and in the case of the second and the third by registered post within 7 Business Days after transmission thereof to the Client by mail or otherwise and the Client agree to settle client account with the Company on the terms set out therein.

23. WAIVER AND AMENDMENT

23.1 The Company may at its discretion amend, delete or substitute any of the terms in the Client's Agreement and these Terms and Conditions or add new terms to the Client's Agreement and these Terms and Conditions by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition. Such variation of the Client's Agreement and these Terms and Conditions shall be deemed to have been accepted by the Client unless written notice of objection is received by the Company within (14) fourteen days (it refers to a day on which banks in Hong Kong are open for general business (other than a Saturday and Sunday)) after despatch of such notification by the Company.

24. REPRESENTATIONS AND WARRANTIES

24.1 The Client hereby represents and warrants to the Company on a continuing basis that:

24.1.1 (in case of a corporation) it is validly incorporated and existing under the laws of its country of incorporation and has full power and capacity to enter into and perform its obligations hereunder and under the Client's Agreement, its entry into the Client's Agreement and these Terms and Conditions have been duly authorized by its governing body and is in accordance with the memorandum and articles of association or by-laws as the case may be of the Client;

24.1.2 neither the signing, delivery or performance of the Client's Agreement and these Terms and Conditions nor any instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's assets is bound;

24.1.3 save as otherwise disclosed to the Company in writing, all transactions to be effected under the Client's Agreement and these Terms and Conditions are for the benefit of the Client and no other party has any interest therein;

24.1.4 subject to any security interest of any of the Company's Group Companies created pursuant to any agreement between the Client and the Company's Group Company, all securities provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client;

24.1.5 the information contained in the Client Information & Application Form or other information supplied by or on behalf of the Client to the Company in connection with the Account(s) is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received by the Company;

24.1.6 the Client understands the nature and suitability for its purposes of the types of transactions contemplated by these terms and conditions and the risks involved in them, and that it has sufficient experience to assess the suitability of such transactions;

24.1.7 the Client will enter into each transaction in reliance only on its own judgment and without reliance on any advice or views from the Company as to likely future currency and market movements or the benefits or risks involved in such transactions; and

24.1.8 the Client or the Client's attorney on its behalf enters into these terms and conditions as a principal trading on its own behalf and not as trustee or agent.

24.2 If the Client effects transactions for the account of his clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a transaction where the Company has received an enquiry from the Stock Exchange and/or the SFC ("Hong Kong Regulators"), the following provisions shall apply:

24.2.1 Subject to as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from those of the Client/the ultimate beneficiary) who originated the transaction.

24.2.2 (a) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.

(b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when its discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.

(c) If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Company when its discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

24.2.3 If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that:

(a) the Client has arrangements in place with his client which entitle the Client to obtain the information set out in Clauses 24.2.1 and/or 24.2.2 from his client immediately upon request or procure that it be so obtained; and

(b) the Client will, upon request from the Company in relation to a transaction, promptly request the information set out in sub-clauses 24.2.1 and/or 24.2.2 from his client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his client or procure that it be so provided.

24.2.4 The above terms shall continue in effect notwithstanding the termination of the Client's Agreement and these Terms and Conditions.

24.3 The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of the Client's Agreement and these Terms and Conditions or any part thereof.

24.4 The Client agrees not to pledge or charge any securities or monies forming part of any Account(s) without the prior consent of the Company, or to sell, grant an option over, or otherwise deal in any securities or monies forming part of the Account(s).

24.5 The Company and the Client undertake to inform each other of any material change to the information provided in the Client's Agreement and these Terms and Conditions. In particular, the Company and the Client agree that:

24.5.1 the Company will notify the Client of any material change to its business which may affect the services provided by the Company to the Client; and

24.5.2 the Client will notify the Company of any change of name and address and provide supporting documents as reasonably required by the Company.

25. PROCEEDS OF SALE

25.1 Subject to Clauses 7.6 and 7.7, the proceeds of sale or liquidation of the Account(s) made under Clause 16 shall be applied in the following order of priority and any residue shall be paid to the Client or to its order:

25.1.1 payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring and selling all or any of the securities or properties in the Account(s) or in perfecting title thereto;

25.1.2 payment of all interest due;

25.1.3 payment of all monies and liabilities due, owing or incurred by the Client, to the Company; and

25.1.4 payment of all monies and liabilities due, owing or incurred by the Client to any of the Company's Group Companies.

25.2 Subject to the Client Money Rules, any dividends, interest or other payments which may be received or receivable by the Company in respect of any of the securities may be applied by the Company as though they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of the Client's Agreement the Company may have paid any of the said dividends, interest or other payments to the Client.

26. STANDING AUTHORITY

26.1 The Client Money Standing Authority covers money held or received by the Company in Hong Kong (including any interest derived from the holding of the money which does not belong to the Company) in one or more segregated account(s) on the Client's behalf ("Monies").

26.2 The Client authorizes the Company to:

26.2.1 combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Company's Group Companies and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral secured or unsecured, or joint or several; and

26.2.2 transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with the Company or any of the Company's Group Companies.

26.3 The Client acknowledges and agrees that the Company may do any of the things set out in Clauses 26.2 without giving the Client notice.

26.4 The Client also acknowledges that:

26.4.1 the Client Money Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Company's Group Companies may have in relation to dealing in Monies in the segregated accounts; and

26.5 Each of the Client Money Standing Authority is valid for a period of 12 months from the date of the Client's Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules (as the case may be) referred to in Clause 26.7.

26.6 Each of the Client Money Standing Authority may be revoked by giving the Company written notice addressed to the Administration Manager at the Company's address specified in the Client's Agreement or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.

26.7 The Client understands that each of the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

27 CONFLICT OF INTEREST

27.1 The Company and its directors, officers or employees may trade on its/their own account or on the account of any of the Company's Group Companies subject to any applicable regulatory requirements.

27.2 The Company may buy, sell, hold or deal in any securities or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of its other clients.

27.3 The Company may match the Client's orders with those of other clients.

27.4 The Company may effect transactions in securities where the Company or any of its Group Companies has a position in the securities or is involved with those securities as underwriter, sponsor or otherwise.

27.5 In any of the above-mentioned events the Company shall not be obliged to account for any profits or benefits obtained.

28 RISK DISCLOSURE STATEMENTS

28.1 The Client acknowledges 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. This is a risk that the Client is prepared to accept.

28.2 The Client acknowledges that Growth Enterprise Market of the Stock Exchange ("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. The Client acknowledges and understands that he 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. The Client acknowledges and understands that current information on GEM stocks may only be found on the internet website operated by the Stock Exchange. GEM companies are generally not required to issue paid announcements in gazetted newspapers. This sub-clause does not purport to disclose all the risks and other significant aspects of GEM. The Client understands and acknowledges that he should undertake its own research and study on the trading of securities on GEM before commencing any trading activities, and that he should seek independent professional advice if he is uncertain of or has not understood any aspect of this sub-clause or the nature and risks involved in trading of GEM stocks.

28.3 The Client acknowledges that client assets received or held by the Company outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

28.4 The Client also acknowledges that there are risks in leaving securities in the custody of the Company, its associated entities or its agents. For example, if the Company is holding the Client's securities and becomes insolvent, the Client may experience significant delay in recovering securities. These are risks that the Client is prepared to accept.

28.5 If the Company commits a default as defined in Part XII of the Securities and Futures Ordinance and a qualifying client thereby suffers a pecuniary loss, the qualifying client shall have a right to claim under the compensation fund established under the Securities and Futures Ordinance, subject to the terms of the compensation fund from time to time. The qualifying client's right to claim under the compensation fund shall be restricted to the extent provided for in the Securities and Futures Ordinance and its rules and regulations.

28.6 The Client acknowledges and accepts that due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication, that transactions conducted via electronic means are subject to delays in transmission and receipt of its instructions or other information, delays in execution or execution of its instructions at prices different from those prevailing at the time its instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an instruction after it has been given.

28.7 The Client acknowledges and accepts that if he provides the Company with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of its Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

28.8 The Client acknowledges and accepts that the securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Client understands and acknowledges that he should consult its dealer and become familiarised with the PP before trading in the PP securities and that he should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the Stock Exchange.

28.9 In the event that the Client wishes to have transactions pursuant to the Client's Agreement and these terms and conditions executed on Exchanges other than the Stock Exchange, the Client acknowledges and recognises that, since such transactions will be subject to the rules and regulations of those Exchanges, and applicable local laws, and not those of the Stock Exchange, the Client may have a markedly different level and type of protection in relation to those transactions compared to the level and type of protection afforded by the rules and regulations of the Stock Exchange and Hong Kong law (and the Client acknowledges and recognises, without limitation, that such transactions executed on exchanges other than the Stock Exchange will not be subject to a right to claim under the compensation fund established under the Securities and Futures Ordinance where the Client suffers a pecuniary loss).

28.10 If the Client wishes to access trade documents ("e-Statement Service") through websites, the Client understands and accepts the following risks and matters:

28.10.1 Appropriate computer equipment and software, internet access and a specific email address provided and designated by the Client are required for using the "e-Statement Service";

28.10.2 Internet and email services may be subject to certain IT risks and disruption;

28.10.3 The Client may incur additional costs for using the "e-Statement Service";

28.10.4 Email will only be our notice that trade documents have been posted on the Company's website, and the Client should check its designated email address regularly for such notice;

28.10.5 Revocation of consent to the provision of trade documents by access through websites will be subject to the giving of such advance notice by the Client as the Company may require;

28.10.6 The Client may be required to pay a reasonable charge for obtaining a hard copy of any trade document that is no longer available for access and downloading through the Company's website;

28.10.7 Inform the Company as soon as practicable upon a change in my/ our particulars, including citizenship, residence, tax residency, address, telephone, facsimile number, the designated email address, shareholder, partner, director, or the nature of business;

28.10.8 Promptly review the trade documents posted on the Company's website upon receiving the notice from the Company to ensure that any errors are detected and reported to the Company as soon as practicable; and

28.10.9 Save an electronic copy in its own computer storage or print a hard copy of the trade documents for future reference.

29.1 The Client hereby authorizes the Company to conduct a credit enquiry (or a personal credit enquiry in case of an individual client) or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

29.2 Nothing in the Client's Agreement and herein contained shall place the Company under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.

29.3 Whenever the Company deals with the Client, it will always be on the basis that only the Client is the Company's client and is acting as principal in all respects and so if the Client acts on behalf of another person, whether or not the Client identifies him to the Company, he will not be the Company's client and the Company does not and will not have or accept in any circumstances whatsoever any responsibility towards any person on whose behalf the Client may act and the Client hereby acknowledges and agrees that the Client shall be solely responsible for settling all liabilities resulting from transactions effected pursuant to and in accordance with the Client's Agreement and these Terms and Conditions in connection with or on behalf of any such person.

29.4 Whilst the Client expects the Company to keep confidential all matters relating to the Account(s), the Client hereby expressly agrees that the Company may make such disclosure of all matters relating to the Account(s) as may be required under any laws, orders, lawful requests or regulations of any relevant market, banking or governmental authority without further consent from or notification to the Client.

29.5 Time shall in all respects be of essence in the performance of all the Client's obligations under the Client's Agreement and these Terms and Conditions.

29.6 A failure or delay in exercising any right, power or privilege in respect of the Client's Agreement and these Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.

29.7 The Client hereby declares that he has read the English/Chinese version of the Client's Agreement and these Terms and Conditions and that the contents of the Client's Agreement and these Terms and Conditions have been fully explained to him by the Company in a language that the Client understands and that the Client accepts and agrees to be bound by the Client's Agreement and these Terms and Conditions.

29.8 In the event of any difference in interpretation or meaning between the Chinese and English versions of the Client's Agreement and these Terms and Conditions, the Client and the Company agree that the English version shall prevail.

30 GOVERNING LAW

30.1 The Client's Agreement and these Terms and Conditions and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of Hong Kong.

30.2 Each of the Company and the Client hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from or in connection with the Client's Agreement and these Terms and Conditions.

31 DISCLOSURE OF INFORMATION

31.1 Whilst the Client expect the Company to keep confidential all matters relating to the Client's Account, the Client hereby expressly agree that for the purposes of complying with any codes, rules and regulations issued by the Exchange or the Securities and Futures Commission the Company may from time to time provide to the Exchange or the Securities and Futures Commission details of the Client's Account including the identity, address, and contact details of

- (a) the person or entity ultimately responsible for originating the instruction in relation to relevant securities transaction; and
- (b) the person or entity that stands to gain the commercial or economic benefit of the relevant securities transaction and/or bear its commercial or economic risk (the "Client Identity Information").

32 WITHHOLDING AUTHORISATION

The Client hereby authorises VMS Securities Limited to withhold any part of or all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at VMS Securities Limited's sole and absolute discretion:

- (a) The Client do not provide VMS Securities Limited with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that VMS Securities Limited is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
- (b) the FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions;
- (c) there is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations;
- (d) the withholding is required by competent regulatory or Government Authorities in the relevant jurisdiction; or
- (e) the withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

33 INDEMNIFICATION

33.1 The Client hereby agree to hold VMS Securities Limited and its directors, officers, employees and agents (the “Indemnified Persons”) harmless and indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:

- (a) any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Client; and
- (b) any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Client and/or the Client’s account,

except where such loss or damages arise from wilful default, fraud or negligence of the Indemnified Persons. The indemnity in this clause shall be without limitation to other indemnity provisions in this Agreement.

33.2 The Client undertakes to assist VMS Securities Limited in any proceeding or investigation arising in any matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, VMS Securities Limited will notify the Client when VMS Securities Limited becomes aware of such proceedings, unless prohibited by applicable laws and regulations.

33.3 If any payment to be made by the Client to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.

33.4 The Client shall continue to be bound by the provisions of this clause despite the Client ceasing to be a holder of an Account or the termination of any account.

34 ELECTRONIC SERVICES

34.1 Unless otherwise specified, this Clause is made without prejudice and in addition to all the other provisions in my/our Agreement and these Terms and Conditions.

34.2 You may provide me/us with Electronic Services, and I/we hereby requests the provision of such services, upon the terms and conditions as embodied in my/our Agreement and these Terms and Conditions, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by you.

34.3 I/We may from time to time instruct you, acting as my/our agent, to deposit, purchase and/or sell securities for the Account(s) or otherwise deal with securities, receivables or monies on behalf of me/us through the Electronic Services.

34.4 I/We agree that I/we shall be the only authorised user of the Electronic Services under my/our Agreement and these Terms and Conditions. I/We shall be wholly and solely responsible for the confidentiality security and use of the Access Codes issued to me/us by you.

34.5 I/We acknowledge and agree that I/we shall be wholly and solely responsible for all instructions entered through the Electronic Services. I/We undertake and warrant that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Electronic Services, and any of the software comprised in them. I/We agree that you shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and I/we acknowledge that you may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if you at any time reasonably suspect that I/we have breached the same. I/We undertake to notify you immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

34.6 As and when you allow me/us to open an Account on-line with you in addition to completing and returning my/our Agreement through the internet, I/we agree to return to you the hard copy of my/our Agreement together with its Terms and Conditions (including the Client Information Statement, applicable Risk Disclosure Statement and any authority given by me/us to you with respect to the Account(s)) duly completed and executed.

34.7 Unless otherwise agreed between you and me/us, you will not execute any trading orders of me/us until there are sufficient cleared funds, securities or other assets acceptable to you in my/our Account(s) to settle my/our transactions and upon receipt of the documents as stated in Clause 34.6.

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

34.9 I/We acknowledge and agree that, as a condition of using the Electronic Services to give instructions, I/we shall immediately notify you if:

34.9.1 an instruction has been placed through the Electronic Services and I/we have not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

34.9.2 I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/we did not instruct or any similar conflict;

34.9.3 I/we become aware of any of the acts stated in Clause 34.5 being done or attempted by any person;

34.9.4 I/we become aware of any unauthorised use of my/our Access Codes; or

34.9.5 I/we have difficulties with regard to the use of the Electronic Services.

34.10 I/We agree to review every order before entering it as it may not be possible to cancel my/our instructions once given.

34.11 I/We agree that you shall not be liable for any loss or damage I/we or any other person may suffer as a result of using or attempting to use the Electronic Services unless such loss or damage are caused by wilful default or gross negligence on the part of you. I/We further undertake to indemnify you, on a full indemnity basis, on demand, for any loss or damage you may suffer as a result of the use of the Electronic Services, except to the extent that such loss or damage is outside my/our control.

34.12 I/We acknowledge and agree that if the mode of communication used by me/us in the course of the Electronic Services becomes temporarily unavailable, I/we can during such period continue to operate the relevant Account subject to the right of you to obtain such information regarding the verification of my/our identity as you may from time to time think fit.

34.13 I/We acknowledge that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. I/We also understand that you do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to me/us through the Electronic Services). You shall not be liable in any way for any loss arising from or caused by (1) any 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 you, or (5) by any forces beyond the control of you.

34.14 I/We agree that you and your directors, officers, employees and agents shall not be liable for any delay or failure to perform any of your obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you, your directors, officers, employees or agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

34.15 I/We shall be the only authorized user of the Service under the Account. I/We shall be responsible for the confidentiality and use of the Account Number, the Trade Login Password (collectively the “Codes”). I/We acknowledge and agree that I/We shall be solely responsible for all instructions for the buying or selling of or otherwise dealing in any Securities (“Instruction”) entered through the Service using the Codes and neither you nor your directors, officers or employees shall have any liability to me/us, or to any other person whose claim may arise through me/us, for any claims with respect to the handling, mishandling or loss of any Instruction.

34.16 You may at any time block my/our access to the use of the Service without prior notice.

34.17 I/We acknowledge and agree that the real-time quote services available as part of your Service are provided by third party vendors appointed by you from time to time. I/We authorize you to debit the amount as may be set by you from the Account on a monthly basis for the use of the real-time quote services provided by third party vendors.

35 APPLICATIONS TO ISSUE OF NEW LISTED SECURITIES

35.1 I/We have indicated to you that I/we may from time to time wish to subscribe for an issue of a new listing of securities on the Exchange. I/We authorize you, upon my/our request, to apply for an issue of a new listing of securities on the Exchange as agent for the benefit of me/us.

35.2 In making a request to you to apply for an issue of a new listing of securities, I/we confirm that:

- (a) I/we have already read the prospectus relating to the securities;
- (b) I/we are eligible to subscribe for the securities and will comply or have complied with all conditions as stated in such prospectus;
- (c) I/we have not been allotted privately placed securities;
- (d) you have due authority to make such application on behalf of me/us;
- (e) no other application is being made for the benefit of myself/ourselves or by any other person other than you applying as my/our agent or by any person other than you;
- (f) you are duly authorised to provide a warranty to the Exchange on the application form that no other application is being made by you as agent for the benefit of me/us or by me/us or by any other person as agent for me/us;
- (g) I/we declare and authorise you to disclose that such application made by you as agent for me/ us is the only application made and the only application intended by me/us to be made, to benefit me/us or the person for whose benefit I am/we are applying;
- (h) I/we acknowledge that the declarations in paragraphs (e) to (g) above 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 you as agent for me/us;
- (i) I/we further acknowledge that an application made by an unlisted 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; and
- (j) I/we undertake to indemnify you against loss, damage, claim, liability, cost or expenses arising out of or in connection with any breach by me/us of the warranty referred to in this Paragraph 35.

35.3 When I/we instruct you to subscribe for or purchase any publicly offered securities, if the available credit balance in the Account is not sufficient to cover the full cost of purchase and transaction charges, you may without notice decline to accept my/our instruction.

35.4 You may effect the application in your own name, in the name of your nominee or in my/our name, and may lodge a combined application with the issuer on behalf of me/us and your other clients.

35.5 Upon my/our request, you may, in your sole and absolute discretion, grant to me/us a loan to be used exclusively to finance the subscription by me/ us of a new listing of securities on the Exchange (the “Loan”).

35.6 On receipt of an oral or written offer from me/us to subscribe the securities by way of a loan from you (“Offer”) as detailed in the Offer, you may make a Loan available to me/us. If you decide to make a Loan available to me/us, a written acceptance notice will be sent to me/us (by post or fax or other electronic means) confirming your acceptance of my/ our Offer (the “Acceptance Notice”) and setting out:

- (a) details of the securities to which the application relates;
- (b) the principal amount to be advanced;
- (c) the drawdown date;
- (d) the applicable rate of interest;
- (e) the deposit amount to be paid on the drawdown date; and
- (f) that the terms and conditions set out in this Paragraph 35 are deemed to be incorporated by reference into the Offer.

35.7 Once you have issued the Acceptance Notice, I/we cannot revoke my/our Offer. I/We agree that only when my/our Offer is accepted by you will you (or your nominee) make the subscription for securities in accordance with my/our instructions and will the Loan be capable of drawdown.

35.8 Payment for the securities will be made in your name (or in the name of your nominee) but for my/ our exclusive account and risk. To the extent that the subscription for the securities is successful any and all of the securities allotted will be registered in your name or in the name of your nominee. A Loan made pursuant to an Acceptance Notice will be made available to me/us by you (or your nominee) making payment for the securities specified in the Offer on my/our behalf and for no other purpose. I/ We understand that notwithstanding the Acceptance Notice issued by you, my/our subscription for securities may not be accepted by the issuing company, in which case I/we am/are still liable to the interest on the Loan in accordance with Paragraph 35.11 below.

35.9 Subject to all other terms and conditions set out in this Paragraph 35 and in the Acceptance Notice, the Loan will be made available on the drawdown date specified in the Acceptance Notice.

35.10 Each Loan, together with accrued interest as calculated below, will be repayable on demand provided however that if any application for securities is unsuccessful, or successful in part only, all amounts advanced by you for the purpose of that application and which are not applied in subscribing for the securities shall, upon the same being refunded, be applied immediately in repayment of the outstanding Loan in accordance with this Paragraph 35. To give effect to this, I/ we agree that the receiving bankers and nominees appointed in relation to the particular issue may pay over to you all refund cheques received in respect of unsuccessful applications immediately.

35.11 The rate of interest on the Loan as specified in the Acceptance Notice shall apply for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by me/us as determined by you. Interest at the applicable rate shall accrue from day to day on the basis of the actual number of days elapsed and a 365-day year.

35.12 As continuing security for the due and punctual payment by me/us of all principal, interest and other sums owing by me/us to you in respect of the Loan or other issue ("Secured Indebtedness"), I/we as beneficial owner hereby charge by way of first fixed charge the Charged Property (as defined in Paragraph 35.21 below) to you upon the terms set out in this Paragraph 35.

35.13 Upon payment to you of the Secured Indebtedness in full, you will release and re-transfer the Charged Property in your hands (or in the hands of your nominee) to me/us or as I/we shall direct.

35.14 The security created by the charge in Paragraph 35.12 above shall extend to and include:

- (a) all dividends and interest (if any) paid or payable in respect of the Charged Shares (as defined in Paragraph 35.21 below);
- (b) all securities, stocks, rights, money and other property accruing or offered at any time by way of substitution, redemption, bonus, preference, option or otherwise in respect of any of the Charged Shares;
- (c) all securities subscribed pursuant to those warrants which form part of the Charged Shares; and
- (d) all allotments, offers, rights, benefits, advantages and accretions at any time arising or accruing in respect of the Charged Shares.

35.15 I/We hereby expressly authorise you to receive and apply all sums of whatever nature received by you (or your nominee) in respect of any part of the Charged Property (including, without limitation, the Charged Receivables) towards payment of the Secured Indebtedness in such manner and at such time as you may absolutely determine.

35.16 I/We hereby represent and warrant to you that:

- (a) no encumbrance exists over any part of the Charged Property except as created herein;
- (b) I/we have not granted in favour of any other person any interest, option or other rights in respect of any part of the Charged Property.

35.17 I/We undertake that so long as any part of the Secured Indebtedness remains outstanding under the Loan, I/we will remain the sole beneficial owner of the Charged Property and I/we will not without your prior written consent:

- (a) create, agree to create or permit to arise or subsist any encumbrance over all or any of the Charged Property (other than as created by this charge); nor
- (b) grant in favour of any other person any interest, option or other rights in respect of any part of the Charged Property. The security constituted under this Paragraph 35 shall become enforceable upon default being made by me/us under this Paragraph 35.

35.18 At any time after the successful application for the securities without further notice or authority, you may:

- (a) sell or dispose of any part of the Charged Property at such time or times and in such manner and for such reasonable consideration (whether payable or deliverable immediately or by instalments) as you may think fit and apply the proceeds of any such sale in or towards the discharge of the Secured Indebtedness, provided that I/we will be entitled to the residue of such

proceeds of sale (if any) which remain after the discharge of the Secured Indebtedness. I/We will not have any claim against you in respect of any loss arising out of any such sale or any postponement thereof and notwithstanding that a better price could or might have been obtained upon the sale of the Charged Shares or any of them by deferring or advancing the date of such sale or otherwise;

(b) by yourself or by your nominee exercise at your discretion all voting rights in respect of the Charged Shares or any of them and exercise at your discretion all other powers and rights incidental to the Charged Shares as if you are the outright owner thereof; and

(c) apply any moneys received under or pursuant to this charge in or towards satisfaction of the Secured Indebtedness in such manner as you think fit.

35.19 I/We undertake and agree with you:

(a) that I/we will, at my/our own expense, execute and sign all transfer, powers of attorney, proxies and other documents and do all acts and things which you may require for perfecting your title to the Charged Shares or any of them or for vesting or enabling you to vest the same in yourself, your nominee or in any purchaser or otherwise for the purpose of obtaining the full benefit of this security; and

(b) that I/we will fully and effectually indemnify and at all times keep indemnified you against any losses, damages, costs, charges, expenses, claims or demands (including any stamp duty and legal fees) which may be sustained or incurred by or made against you arising out of, or in consequence of, the exercise of any rights or powers (to the intent that you shall not have any liability or responsibility whatsoever in respect thereof) or which may be sustained or incurred by you arising out of, or in consequence of, any failure or omission by me/us to perform or observe any of my/our obligations or liabilities under this charge.

35.20 I/We acknowledge and agree that:

(a) you shall only be responsible to me/us in the event where you have been grossly negligent in failing to make a valid subscription for the securities on my/our behalf;

(b) the issuing company or the vendor of the securities (if applicable) is not responsible in the event that no valid subscription for the securities is made on my/our behalf;

(c) all payments to you shall be made in immediately available funds and clear of all deductions of any nature whatsoever; and

(d) you will not be responsible to me/us for any loss, damage or expenses sustained or incurred by me/us as a result of, or arising from, your failure in the performance of any of your obligations to apply for the securities.

35.21 In this Paragraph 35:

(a) "Charged Property" means the Charged Shares and Charged Receivables;

(b) "Charged Receivables" means the rights, title and interest of whatever nature and from time to time of me/us to, of and in all sums of money refunded or refundable to you (or your nominee) for my/our account in relation to the application for securities; and

(c) "Charged Shares" means the rights, title and interest of whatever nature and from time to time of me/us to, of and in all securities and warrants in respect of which the Loan is advanced.

36 NOTIFICATION TO THE CLIENTS ON INFORMATION CHANGES

In the event of any material change to the following information once provided to the Client, the Company will notify the Client within 14 calendar days:

(a) Full name and address of the Company, including the Company's licensing or registration status with the SFC and the CE number (being the unique identifier assigned by the SFC);

(b) a description of the 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 trusts, futures/options account, or leveraged foreign exchange trading account; and

(c) a description of any remuneration (and the basis for payment) that is to be paid by the client to the Company, such as commission, brokerage, and any other fees and charges.

證券賬戶條款和條件

在您使用服務（定義見下文）前，請仔細閱讀本條款和條件。在使用服務後，你將被視為已接受本條款和條件，並受其約束。

1. 定義與釋義

1.1 除非內文另有規定，本條款和條件下述用詞必須作如下解釋：

“公司”，“您”，“您的”是指鼎珮證券有限公司及包括其繼承人及承讓人；

“客戶”，“我/我們”，“我的/我們的”，“本人/我們”是指客戶合約開立個人戶口的資料及申請表格中的客戶；

「賬戶」指客戶不時於本公司開立及維持，用作代客戶買賣證券交易及繼續持有證券的一個或多個證券或保證金交易賬戶；

「用戶密碼」是指密碼和登錄名稱（或其中的任何一個）；

「協議」指客戶與本公司就有關賬戶之開立、維持及運作而訂立且不時修訂之書面協議，其中包括但不限於客戶協議書、企業客戶資料表、個人客戶資料表、證券賬戶條款和條件、保證金賬戶條款和條件、及客戶就賬戶而賦予本公司之任何權力及附於其上的任何附表；

「聯營公司」指與貴公司本身屬相同「集團公司」（定義見公司條例第2節）成員的一間公司或法團；

「營業日」指本公司不時所指定本公司可進行證券交易的日子；

「營業時間」指本公司不時所指定本公司營業日內當本公司可接受給予的指示而進行證券交易的期間；

「客戶款項規則」指證監會根據證券及期貨條例第149條所訂立，可不時修訂之證券及期貨(客戶款項)規則；

「客戶款項常設授權」指由客戶按照載於以下第26.2條內可不時修訂的條款賦予本公司的常設授權；

「客戶證券規則」指證監會根據證券及期貨條例第148條所訂立，可不時修訂之證券及期貨(客戶證券)規則；

「客戶協議」指由客戶及本公司就賬戶之開立及維持而訂立之協議書；

「本公司」指鼎珮證券有限公司及包括其繼承人及承讓人；

「公司條例」指“公司條例”（第522章），因為該條例可不時修訂或重新頒布；

「電子服務」是指電子交易服務；

「電子交易服務」是指您提供的任何設施，使我/我們能夠提供電子指令來購買，出售和以其他方式處理證券和信息服務；

「交易所」指香港交易所及全球任何地方可買賣證券的任何其他交易所或市場；

「金融產品」指根據條例界定的任何證券。

「香港結算」指香港中央結算有限公司；

「香港」指香港特別行政區；

「登錄名稱」是指我/我們的個人身份識別碼，與密碼一起使用以獲得電子交易服務和您提供的任何其他服務；

「密碼」是指我/我們的個人密碼與登錄名稱一起使用，以網上使用電子交易服務和您提供的任何其他服務；

「代表」指除非貴公司收到本人相反意願的書面通知，否則指獲本人授權按本人書面通知發出關於戶口指示的人士；

「規則」指不時經修訂的交易所規則；

「證券」含證券及期貨條例所下定義，並且若然內容須作如是解釋，應包括證券抵押品；

「證券及期貨條例」指不時修訂或重新制定的證券及期貨條例(香港法例第五七一章)；

「港交所」指香港交易所；

「服務」指按照載於以下第3條本公司可提供予客戶的服務；

「證監會」指證券及期貨事務監察委員會；

「證監會操守準則」指證監會持牌人或註冊人操守準則(按不時修訂的版本)；

「常設指令」指客戶不時發出的指示，要求當指示內所指定的條件出現而客戶曾要求本公司倘相關條件在營業時間內出現而執行此等指示時，應採取具體行動；

1.2 在本條款和條件內：

1.2.1 除非文中另有定義，本條款和條件內之字詞及詞句與證券及期貨條例，客戶款項規則，及客戶證券規則具有相同意思；

1.2.2 文中所指「客戶」如屬個人，則包括客戶(等)本身及其各自之遺囑執行人及其遺產管理人；如屬獨資經營商號，則包括獨資經營人及遺囑執行人、遺產管理人、及其生意繼承人；如屬合夥經營商號，則包括客戶持有上述賬戶時該商號之合夥人、合夥人各自之遺囑執行人、遺產管理人，亦包括任何以前及今後任何時間加入該商號為合夥人之人士(等)及其各自之遺囑執行人、遺產管理人及該合夥經營生意之繼承人；如屬公司，則包括該公司、其繼承人及以其名字開立及維持賬戶的該等人士；

1.2.3 就本公司而言，文中所指的「集團公司」包括其直接或間接控股公司、其或此等控股公司中任何公司的直接或間接附屬公司；

1.2.4 除非另作聲明，提及的條款和分條均指本條款和條件內之條款和分條；

1.2.5 條款之標題只為方便查閱而設，並不影響該條款之釋義和解釋；

1.2.6 英文單數名詞亦包括其眾數詞義，反之亦然；及

1.2.7 含任何一種性別之字詞均包含所有性別，提及之人士亦包括公司和法團。

2. 申請規則及規例

2.1 代表客戶/吾等在香港進行的所有證券買賣必須遵守香港結算或香港內外其他結算所(「該(等)結算所」)及香港交易所、其他證券交易所或市場或場外交易市場(「該(等)交易所」)的規則及香港法例不時生效的章程、規則、規例、細則、習慣、慣例、裁定及詮釋的有關條文對所進行交易之規定，必須符合適用法律、法例及行政指示，不論該等行政指示是否在香港或經不時修訂的任何其他司法管轄區具有法律效力，以致：

(a) 倘(i)本協議與(ii)任何該等章程、規則、規例及法律存在任何抵觸，以後者為準；

(b) 貴公司可作出或不作出貴公司視為適當的任何行動，以確保遵從該等規則及規例，包括但不限於調整任何戶口、略去任何未生效的指令或撤銷任何已生效進行的交易，而毋須承擔任何責任；

(c) 藉此適用及採取所有該等行動的章程、規則、規例及法例對本人具有約束力；及

(d) 客戶須負責提前取得及留存就本人訂立本協議或貴公司就本協議進行任何交易所需的任何政府或其他批文。

2.2 倘本協議的任何條文與港交所或對本協議主旨具司法管轄權的任何當局任何現行或將來法例、規則或規例相抵觸，則該條文須視為作廢或按照任何該等法例、規則或規例予以修訂。惟本協議的所有其他方面須繼續有效及保持十足效力及作用。

2.3 就按客戶指示完成之交易而言，本公司及客戶均受港交所和香港結算規則及監管之管制，特別是該等有關買賣和交收之規則。

3. 服務

3.1 客戶特此指示並授權本公司以客戶名義在其賬冊內開立並維持一個或多個賬戶，不時按照本條款和條件之條款和條件買入、投資、出售、交換或以其他方式處置並以一般方式經營和處置各類的證券。除非本公司另有表示或客戶協議另有指明(在有關交易的成交單據內或以其他方式)，否則，本公司必須以客戶之代理人身分遵照客戶協議及本條款和條件完成交易。

3.2 賬戶之一切交易可以由本公司在其獲授權經營證券之任何該(等)交易所直接完成，或者依其選擇，在任何該(等)交易所由本公司可能酌情聘用的任何其他經紀間接完成。

3.3 任何根據第7.1或7.2條以本公司名義，本公司任何有連系實體名義或任何本公司代名人的名義持有的證券，除按照客戶書面指示外，本公司不會出席任何會議或行使任何投票權或其它權利，當中包括完成代表委任表格。客戶協議及本條款和條件內沒有就有關出席會議及在會議中投票向本公司施加任何通知客戶或採取任何行動的責任。本公司對所收到的證券就通知，通訊，委任代表及其它文件並不負責或沒有責任傳送該等文件予客戶，又或是通知客戶收到該等文件。本公司有權向客戶就按照客戶指示作出的任何行動收取服務費用。

4. 指示及交易常規

4.1 本公司於此獲授權按客戶指示，在客戶款項規則及客戶證券規則的制約下，替賬戶存放、購入及/或出售證券，以及用其他方式處置在賬戶內持有的或為賬戶持有的證券、應收賬或款項。

4.2 客戶將通過自行發出指令以操作賬戶，或如客戶將通過委任另一人士代其發出指令以操作賬戶者，則客戶將向本公司提交該獲委任人士的姓名及地址，並附上委任書。

4.3 所有指示必須由客戶當面或透過電話口授、或者以書面用郵寄、親手遞送、透過電子郵件或其他途徑所發出之電郵或傳真方式或本公司接受的其它方式送達。

4.4 本公司有權依賴本公司有理由相信為一名獲授權人士代表客戶所作之任何指示、指令、通知或其它通訊方式，而客戶須受該等通訊方式約束。客戶同意就本公司在合理及正當之情況下，因依賴該等通訊方式而招致之任何損失、費用及支出(包括法律訴訟費)，向本公司作出彌償並確保本公司免受該等損失。本條款中的彌償條款不限於本協議中的其他賠償條款。

4.5 本公司可以將與客戶的所有電話對話進行錄音，以核證客戶的指示。客戶同意，當糾紛出現時，接受任何此等錄音內容作為證實客戶所給指示之最終及不可推翻之證據。

4.6 不管本條款和條件內容如何，本公司如認為有合理理由，可以行使其絕對酌情權，拒絕執行客戶的任何指示，及/或拒絕接納客戶任何買賣證券的指令，而且不須作出解釋。客戶同意，本公司可為本身或代他人進行與客戶指令相反的持倉。本公司未能執行客戶給予的任何買賣外匯的指示或指令，概不構成客戶向本公司作出任何索償的理由。

4.7 如果電話，傳真傳輸或其他電信設備發出的指令與任何後續確認之間出現差異，則本公司的電話指令，傳真指令或通過其他電信設備記錄的指令為準。

4.8 本公司可以自行決定接受來自客戶通過電話，傳真傳輸或其他電信設備發出的指示。對於通過電話提供的任何口頭指示：(a) 將進行驗證；及(b) 必須通過本公司指定的任何一個電話號碼向任何一名本公司授權交易人員發出指示。對於由傳真或其他電信設備發送的任何指令，指令必須傳輸到本公司指定的任何一台接收傳真機或設備。

4.9 客戶承認本公司不能確保客戶傳真通訊的保密性如其他通訊方式完全及有效。如果客戶指示公司通過傳真消息向客戶發送任何證券交易的確認，客戶同意公司對客戶可能因此而導致的任何違反保密性的行為不承擔任何責任。

4.10 由於市場情況、交易所客觀條件限制和證券價格時常出現迅速的變化，報價或買賣偶爾會出現延誤。所以，即使本公司作出合理努力，仍可能不能夠按照任何指定時間所報之價格交易。由於市場情況或任何其他超出合理控制以外的原因未有或未能遵照客戶所給指示中之任何條款而導致任何損失，本公司將不承擔責任。倘若本公司作出合理努力後，仍未能完全執行任何指示，本公司有權在事前未得客戶確認的情況下，部分履行該指示。無論如何，當作出任何執行命令之指示後，客戶必須接受該結果，並受其約束。

4.11 在有關交易所收市或規定的其他屆滿日期或客戶與本公司可能同意的其他較後時間之前，倘若本公司按客戶要求所落的任何即日證券買賣盤仍未執行，此等即日買賣盤(如部分已被執行，則未被執行的部分)必須被視作已經自動取消。

4.12 為了執行客戶的任何指示，本公司可以依據其全權決定的條款和條件，跟任何其他代理人(包括以任何形式跟本公司有聯系的任何人士或一方當事人)訂立合同或以其他方式建立關係。

4.13 倘若本公司認定客戶給予的是一個拋空任何證券的指示，本公司有權拒絕履行任何該等指示。

4.14 客戶確認，由於受該等交易所或進行買賣的其他市場的交易常規所限，本公司不一定能夠以所報之最佳價格或市價履行指示，只要本公司遵照客戶的指示完成交易，客戶同意無論如何願意受此等交易約束。

4.15 在受適用法律、規例和市場要求制約的前提下，本公司恰當地考慮收到客戶指令的順序之後，可以全權決定執行指令的先後次序，就本公司執行收到的任何指令而言，客戶不得要求先於另一客戶的優先權。

4.16 客戶必須坦誠及不時地向本公司提供有關客戶的財務狀況、投資經驗和投資目標的準確和完整的信息，並隨時通知本公司此類信息的任何更改，以便本公司履行第4.18和4.19條中的責任。

4.17 本公司可能不時與客戶進行篩選或討論證券/投資產品或投資的機會，本公司需完全負責評估，滿足和確定客戶的任何投資或交易是否符合客戶的最大利益，本公司、本公司的高級職員、僱員和代理不應對與任何此類投資建議或交易機會有關的任何損失負責，除非該損失是由本公司未能履行第4.18條和第4.19條所規定的責任及不是由於客戶未能遵守上文第4.16條規定的客戶的責任所引致。

4.18 本公司同意，如果本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、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本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

4.19 客戶承認本公司根據法律規定，在客戶就此類金融產品進行交易之前，有義務評估客戶的金融產品知識及根據客戶對金融產品的知識鑑定客戶。

5. 佣金及支出

5.1 所有按客戶指示在該(等)交易所完成之交易須支付交易徵費和有關交易所不時徵收的其他徵費。本公司獲授權按照有關交易所不時規定之規則向客戶徵收任何此等徵費。

5.2 客戶須應本公司要求，並依照本公司不時已經通知他的收費率，支付本公司關於賬戶內購入、出售及其他交易或服務之佣金，同時亦須支付關於或關係賬戶或其內任何交易、服務或證券的所有印花稅、銀行收費、轉讓費用、利息、保管費用及其他開支。

5.3 本公司可以行使其絕對酌情權，索取、接受及保留任何為客戶按照客戶協議及本條款和條件條款並受其條件約束，與任何人士完成之任何交易有關之利益，包括為此等交易而收取的任何佣金、回扣或類似的費用，以及經紀或其他代理人向其客戶收取的標準佣金內回扣的金錢。本公司亦可以行使其絕對酌情權，提供代客戶按照客戶協議及本條款和條件

條款及受其條件約束，與任何人士完成之任何交易有關之利益，當中包括跟佣金有關的任何利益或跟此等交易有關的類似費用。

6. 利息

6.1 除另有指明外，客戶承諾，隨時按本公司不時規定的利率，就賬戶內任何借方結餘或欠下本公司之任何債務，給本公司支付利息。倘若本公司未有規定此等利率，則須按香港上海匯豐銀行不時規定的最優惠利率加年息百分之十計息。此等利息按日息計算，並且必須於每公歷月最後一天或應本公司要求支付。

7. 賬戶內之證券

7.1 至於客戶存放在本公司或本公司代客戶購入或取得並由本公司保管之所有證券，客戶特此授權本公司以本公司的一個有連系實體或客戶之名義登記此等證券，或者將此等證券存放在一個獨立賬戶作穩妥保管，而該賬戶是指定為信託賬戶或客戶賬戶並由本公司或本公司的一個有聯繫實體與認可財務機構、核準保管人或另一獲發牌進行證券交易的中介人在香港開立及維持的。

7.2 至於客戶存放，或以其它方式提供或代客戶存放或提供予本公司的所有證券抵押品，客戶特此授權本公司將此等證券抵押品：

7.2.1 存放在一個獨立賬戶作穩妥保管，而該賬戶是指定為信託賬戶或客戶賬戶並由本公司或本公司的一個有聯繫實體與認可財務機構、核準保管人或另一獲發牌進行證券交易的中介人在香港開立及維持的；

7.2.2 存放於以本公司或本公司之有連系實體(視乎情況而定)的名義在認可財務機構、核準保管人、或另一獲發牌進行證券交易的中介人所開立的賬戶；或

7.2.3 以客戶(在該等證券抵押品是代客戶收取的情況下)，本公司或本公司有連系實體之名義登記。

7.3 客戶必須單獨承擔根據第7.1及7.2條款將任何證券及證券抵押品交托本公司、本公司的任何有連系實體、銀行、機構、保管人或中介人保管所產生之風險。本公司和有連系的有連系實體、銀行、機構、保管人或中介人均無責任就任何風險替客戶購買保險，購買保險之責任全屬客戶。

7.4 倘若存放於本公司但不以客戶名義登記之證券產生任何紅利、分紅或利益，本公司須要先計出其代客戶所持證券佔此等證券總數或總額之比例，然後將相同比例之利益撥歸賬戶(或者按協定付款給客戶)。

7.5 倘若本公司蒙受任何跟存放於本公司但不以客戶名義登記之證券有關的損失，本公司須要先計出其代客戶所持證券佔此等證券總數或總額之比例，然後從賬戶扣除相同比例之損失(或者由客戶按協定付款給本公司)。

7.6 除以下第14.2及7.7條款內所說明，本公司在未有獲得客戶根據客戶證券規則所作出之口頭或書面指示或常設授權不得將客戶的任何證券或證券抵押品存放，移轉，借出，質押，再質押或為任何其它目的以其它方式處理。

7.7 本公司獲授權根據客戶證券規則第6(3)條處置或促使本公司的有連系實體處置客戶任何的證券或證券抵押品的權利，以履行由客戶或代客戶對本公司、有連系實體或其它第三者負有的任何法律責任。同時，本公司擁有決定處置客戶那一種證券或證券抵押品的權利之絕對酌情權。

7.8 本公司有責任交付、保管或以客戶名義登記其代客戶購入或取得之證券，只要本公司將跟原先存放於或轉讓予本公司或本公司代客戶取得之證券具有相同等級、面值、面額和享有同等權益之證券交付、持有或以客戶名義或客戶之代名人義登記，則本公司算是已經履行前述之責任(當然受期間可能出現的資本重組影響)，但本公司不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等證券完全一樣的證券。

7.9 在任何時候，只要本公司認為需要轉移，本公司可以不時將本公司或本公司的客戶代理人持有的證券和其他財產從客戶賬戶轉移到任何賬戶。

8. 在賬戶內之款項

8.1 至於賬戶內持有的款項及為或代客戶收取的款項，本公司有權將此等款項全部存入一個或多個在香港的獨立賬戶，而每個該等賬戶須指定為信託賬戶或客戶賬戶，並開設於一間或多間的認可財務機構或證監會因應客戶款項規則第4條所核準的任何其他人士。除非客戶與本公司作出相反的協定，此等款項產生之任何利息必須絕對歸本公司所有。

8.2 客戶同意本公司毋須就客戶任何戶口的款項向客戶支付利息，惟客戶與貴公司訂下相反協議則除外。

9. 新上市證券

9.1 倘若客戶要求並授權本公司作為客戶的代理人及為客戶或任何其他人士的利益申請於港交所新上市及/或發行的證券，為了本公司的利益，客戶保證本公司有權代表客戶作出該等申請。

9.2 客戶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，客戶同意在與本公司進行的任何交易中受該等條款和條件約束。

9.3 客戶謹向本公司作出新上市及/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、港交所或任何其他有關監管機構或人士)需要作出的所有陳述、保證和承諾。

9.4 客戶謹進一步聲明和保證，並授權本公司通過任何申請表格(或以其他方式)向港交所和任何其他適合人士披露和保證，為受益予客戶或客戶在申請中載明的受益人士，本公司作為客戶代理人作出的任何申請是客戶或本公司代表客戶作出唯一的申請或打算作出唯一的申請。客戶確認和接受，就本公司作為客戶代理人為代表客戶作出的任何申請而言，本公司和有關證券的發行人、發起人、承銷人或配售代理人、港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。

9.5 客戶確認，倘若未上市公司除證券買賣外未有從事其他業務而客戶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客戶的利益而作出的。

9.6 客戶承認和明白，證券申請的法律和監管規定及市場慣例不時變化，而任何一種新上市或發行證券的規定亦會變更。客戶承諾會按本公司不時絕對酌情決定的法律和監管規定及市場慣例的要求，向本公司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。

9.7 有關本公司或其代理人為本公司本身及/或客戶及/或為本公司之其他客戶作出的大額申請，客戶確認和同意：

9.7.1 該大額申請可能會因與客戶和客戶申請無關的理由而遭到拒絕，而在沒有欺詐、疏忽或故意違約的情況下，本公司和其代理人毋須就該拒絕對客戶或任何其他人士負上責任；及

9.7.2 倘若該大額申請因陳述和保證被違反或任何與客戶有關的理由而遭到拒絕，按第15條向本公司作出賠償。客戶確認，客戶亦會對其他受上述違反或其他理由影響的人士的損失負上責任。

9.8 本公司在收到客戶要求申請及購買在市場以發行新股形式發出之股票（“新股股票”）時，本公司可向客戶提供該新股貸款。由於就該新股貸款或其他事項為客戶欠付到期及須即時繳付之所有本金、利息、及其他款項（“有抵押負債”）作出之持續性擔保，客戶作為實益擁有人以第一固定抵押形式向本公司抵押新股股票，直至客戶向本公司全數付清有抵押新股貸款；客戶茲此表明授權本公司就受抵押股票之任何部份收取及運用本公司收到之所有金額，不論該金額之性質，並以本公司全權決定之方式及時間支付有抵押負債。

10. 外幣交易

10.1 賬戶必須以港元或本公司不時同意之其他貨幣為單位，倘若客戶指示本公司以港幣以外之其他貨幣進行證券或外匯合約買賣，客戶必須單獨承擔由有關貨幣兌換波動而導致之任何收益或損失。本公司可以依照其全權決定之形式和時間兌換貨幣，以實行其在客戶協議及本條款和條件下採取之任何行動或步驟。

10.2 倘若客戶以港幣以外之其他貨幣給本公司付款，當本公司收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

11. 賣空

11.1 倘客戶沽售任何並非其所有之證券(即賣空)，包括客戶為沽售而借入證券，則客戶必須通知本公司。客戶確認並同意，除非客戶向本公司提供本公司認為必要之該等確認書、證明文件及保證，以證明客戶在賣空前確有可將該等證券轉歸於其購買人的名下(且為即時可供行使及無條件)之權利，否則本公司將不會接納賣空指示。

12. 買賣推薦

12.1 客戶確認並同意，客戶對賬戶內所有交易決定負上全責，而本公司只負責賬戶內交易的執行、結算和進行；至於任何介紹商號、投資顧問或其他第三者對賬戶或其內任何交易所作的任何行為、作為、陳述或聲明，本公司不負任何責任或義務。

13 抵銷、留置權及賬戶之並合

13.1 在不損害本公司依照法律或客戶協議及本條款和條件有權享有之一般留置權、抵銷權或相類權利前提下且作為上述權利的額外附加，對於客戶交由本公司代管或在本公司內存放之所有證券、應收賬、以任何貨幣申算款項及其他財產(不論是客戶個人或與其他人士聯名所有)的權益，本公司均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行證券買賣或其它原因而對本公司及本公司集團公司內任何公司負上的所有責任。

13.2 在不損害本公司依照法律或客戶協議及本條款和條件有權享有之一般留置權或相類權利及受適用的規則與規例，當中包括但不限於客戶款項規則及客戶證券規則所制約的前提下且作為上述權利的額外附加，本公司可以為自己及作為本公司集團公司內任何公司之代理人身分，在不通知客戶的情況下，隨時組合或合並客戶在本公司或本公司集團公司內任何公司開立的任何或全部賬戶，此等組合或合並活動可以個別地或與其他賬戶聯合進行，本公司可以將任何此等賬戶內之以任何貨幣申算款項、證券或其他財產抵銷或轉讓予本公司或本公司集團公司內任何公司，用以解除客戶之義務或法律責任，不論此等義務和法律責任是確實或偶然的、原有或附帶的、有抵押或無抵押的、共同或分別的。

13.3 在不限制或改變客戶協議及本條款和條件一般條款及受適用的規則與規例(當中包括但不限於客戶款項規則及客戶證券規則)所制約的前提下，本公司可以不發通知，在客戶任何賬戶之間來回調動一切或任何款項或財產，而此等賬戶是指客戶任何時候在本公司或本公司集團公司內任何公司開立之賬戶。

13.4 貴公司有權管有或控制所有屬於本人的款項、證券或其他資產(不論作為安全保管、按金或以其他方式持有及不論是否根據本協議或其他協議持有)擁有留置權，有權對其進行保留及扣押，直至本人的所有義務或負債悉數支付或清償為止。

14. 交收

14.1 除非另有協議，當本公司代客戶完成每項買賣後，視乎屬何情況而定，該客戶應於到期日收到所購入的證券或於賬戶記入所購入的證券時付款給本公司，或於收到本公司付款時向本公司交付所售出的證券。

14.2 除非另有協定，客戶同意，倘若客戶未有按照第14.1條款在到期日付款予或將證券交付予本公司，本公司於此獲授權：

14.2.1 若為買入交易，轉讓或出售任何此等購入之證券，以履行客戶對本公司之責任；或

14.2.2 若為賣出交易，借入及/或購入此等出售之證券，以履行客戶對本公司之責任。

14.3 客戶於此確認，由於客戶未能按第14.1條款規定在到期日履行責任而導致本公司承擔任何損失、費用、收費和開支，客戶必須負責本公司上述之支出。

15. 法律責任和彌償

15.1 本公司、其任何董事、僱員或代理人在法律上均不負責(不管是疏忽或其他責任)客戶因以下事件而蒙受之任何損失、開支或損害：

15.1.1 本公司遵行或倚賴客戶發出的任何指示，即使客戶是聽取本公司或其任何董事、僱員或代理人之推薦、忠告或意見後發出該等指示；或

15.1.2 出現不受本公司、其董事、僱員及代理人合理控制或預期之條件或情況，此等條件或情況包括但並不限於，通訊設備中斷、故障、失靈或障礙引致之買賣指示傳送延誤，電子、機械設備、電話故障或其他連接問題，市場持續急劇變化，政府機構或交易所的行動，盜竊，戰爭(不論宣戰與否)，惡劣天氣，地震以及罷工；或

15.1.3 本公司行使客戶協議及本條款和條件條款授予的任何或全部權利；或

15.1.4 根據、關於或出於客戶協議及本條款和條件而將某一貨幣兌換成另一貨幣。

15.2 在不規限上述第15.1分條概括性之前提下，本公司、其任何董事、僱員或代理人均不負責(不管是疏忽或其他責任)客戶蒙受的任何損失、開支或損害，或本公司執行客戶給本公司之任何指示的延遲或指稱延遲或未能執行上述指示所產生的損失、開支或損害，即使本公司曾獲勸告可能會出現上述損失或損害。

15.3 客戶承諾就本公司可能直接或間接蒙受或承擔的任何費用、索償、要求、損害和開支，彌償本公司和使之獲得彌償，前述各項指的是那些由於或關於任何本公司以客戶代理人身分進行的任何交易或由於本公司依照客戶協議及本條款和條件條款或客戶任何的指示或傳達之意願作出或未有作出的事情而引起的任何費用、索償、要求、賠償和開支。客戶亦同意即時支付本公司因強制執行客戶協議及本條款和條件任何條款而遭致的所有賠償、費用和開支(根據全數彌償基準計出的法律費用)。

15.4 客戶承諾就任何由於或關於客戶違反其在客戶協議及本條款和條件內之責任而引起的損失、費用、索償、法律責任或開支，彌償本公司及其高級僱員、僱員和代理人使之獲得彌償，當中包括本公司為了追討任何客戶欠下本公司之債務或關於結束賬戶而承擔的任何合理的和必需的費用。

15.5 上述條款即使在客戶協議及本條款和條件書終止後仍繼續生效。本條款中的賠償不應限於本協議中的其他賠償條款。

16. 違約事件

16.1 下述任何一事情均構成違約事件(「違約事件」)：

16.1.1 當被要求或到期時，客戶未有將應繳納給本公司之按金、保證金或其他任何款項支付給本公司，或者未有按客戶協議及本條款和條件將任何文件呈交本公司或將任何證券交付本公司；

16.1.2 客戶未有恰當履行客戶協議及本條款和條件任何條款及遵守適當的該(等)交易所及/或結算所之則例、規例和規則；

16.1.3 任何人士針對客戶向法院申請其破產、清盤或進行其他相類似的法律程序；

16.1.4 客戶之死亡(作為自然人)；

16.1.5 針對客戶徵取或強制執行任何扣押、判決之執行或其他程序；

16.1.6 客戶在客戶協議及本條款和條件或其他文件內向本公司作出之任何陳述或保證是或變成不真確或誤導的；

16.1.7 客戶(為一公司或合夥商號)簽訂客戶協議及本條款和條件所需之任何同意、授權或董事會決議全部或部分被撤回、暫時終止、終止或不再具有完全的效力和效果；

16.1.8 出現任何本公司單方面認為可能會損害其於客戶協議及本條款和條件下任何權利之事件；

16.1.9 本公司已經向客戶作出最少2次任何催收保證金要求，惟不管甚麼理由，並不能夠直接與客戶取得聯絡；

16.1.10 本公司收訖有關任何客戶指令或指示之有效性的任何爭議的通知；

16.1.11 任何客戶協議及本條款和條件的持續履行成為不合法，或經任何政府部門聲稱為不合法；

16.1.12 倘於任何期間，本公司認為客戶存放於本公司的保證金並不足夠；及

16.1.13 倘於任何期間，抵押品的價值跌破本公司不時指定的斬倉保證金水平。

16.2 若果出現違約事件，不但不會影響本公司針對客戶享有的任何其他權利或補救方法，而且本公司有權不向客戶發出進一步通知而採取下述行動：

16.2.1 即時終止賬戶；

16.2.2 終止客戶協議及本條款和條件之全部或任何部分；

16.2.3 取消任何或全部未執行之指令或任何其他代客戶作出的承諾；

16.2.4 終止本公司與客戶之間的任何或全部合約；將任何或全部合約予以平倉；從有關該(等)交易所購入證券，平客戶之空倉，或者受第7.6及7.7條所制約下，在有關該(等)交易所出售證券，平客戶之任何長倉；

16.2.5 受第7.6及7.7條所制約下，出售為或代客戶持有的任何或部分證券及其它財產，並將所得款項和任何寄存現金用來清繳欠本公司之一切未償還餘額；及

16.2.6 按照第13條款結合、並合和抵銷客戶之任何或全部賬戶。

16.3 依照本條款作出任何出售或斬倉時：

16.3.1 由於種種原因導致任何損失，只要本公司已經作出合理的努力，以當天市場提供的價格出售或處置部分或全部證券，本公司則不須為此等損失負責；

16.3.2 本公司將自行判斷，決定何時沽出或處置部分或全部證券，如因此導致任何損失，本公司概不負責；

16.3.3 本公司有權以現價為自己取得或將部分或全部證券售予或轉讓給本公司集團公司內任何公司，而不須為種種原因導致的損失負責，亦不須交代本公司及/或本公司集團公司內任何公司的任何利潤；及

16.3.4 倘若出售所得淨收益或斬倉所得淨收益不足抵償客戶欠本公司之所有欠款，客戶承諾支付本公司任何差額。

17. 可轉讓性

17.1 客戶協議及本條款和條件之條款約束協議各方之繼承人、受讓人及私人代表(視乎何者適用)，並使之受益，但是，未經本公司事先書面同意，客戶不得轉讓、轉移、質押或以其他方式處置客戶在客戶協議及本條款和條件內之任何權利或義務。本公司可將其客戶協議及本條款和條件內之權利和義務全部或部分地轉讓予任何人士，而事前無須得到客戶之同意或批准。

18. 尚存條款

18.1 倘貴公司之業務發生任何變更或繼承，本協議之條款及條件將繼續有效，並對其繼承人及受讓人（倘下述簽署人為法團），及共同及個別之合夥人（倘下述簽署人為合夥商行或商號），及遺產代理人、財產接管人或託管人(倘下述簽署人為個人)，無論是否發生破產或其他情況。

19. 聯名客戶

19.1 當客戶包括多於一位人士時：

19.1.1 各人之法律責任和義務均是共同及個別的，述及客戶的地方，依內文要求，必須理解為指稱他們任何一位或每一位而言；

19.1.2 本公司有權但無義務按照他們任何一位的指示或請求行事；

19.1.3 即使任何原本要受約束的其他客戶或其他人士由於種種原因未被約束，客戶之每一位均受約束；及

19.1.4 本公司有權個別地與該客戶的任何一位處理任何事情，包括在任何程度上解除任何法律責任，但不會影響其他任何一位的法律責任。

19.2 倘若客戶包括多於一位人士，任何此等人士之死亡(其他此等人士仍存活)不會令客戶協議及本條款和條件終止，死者在賬戶內之權益將轉歸該(等)存活人士名下，但本公司有權向該已去世客戶之遺產強制執行由已去世客戶承擔之任何法律責任。該(等)存活人士中任何人士得悉上述任何死訊時，必須馬上書面通知本公司。

20. 終止

20.1 在不損害第16、24.2和15條款規定之前提下，客戶協議將繼續有效，直至客戶協議中任何一方向另一方發出不少於七日(指除週六及周日外一般香港銀行營業日)之事前書面通知書終止客戶協議及本條款和條件為止。

20.2 客戶根據第20.1條發出終止通知不影響本公司在實際收到通知前根據客戶協議及本條款和條件訂立的任何交易。

20.3 客戶協議及本條款和條件之終止不影響任何可能已經產生但仍未履行的指令或任何法律權利或責任。

20.4 縱使第20.1分條有所規定，倘若客戶仍然持有未平倉合約或仍未履行之法律責任或義務，則客戶無權終止客戶協議及本條款和條件。

20.5 第15、22、24.2、29.4及30條款即使在客戶協議及本條款和條件書終止後仍繼續生效。

21. 可分割性

21.1 客戶協議及本條款和條件的每條條款均獨立於其他條款，並可與其他條款相分離，倘若此等條款之任何一條或多條是或變成不合法、無效或不能強制執行，其他條款概不受任何影響。倘若任何條款之部分字句若不刪除即會令該條款無效的話，則在適用該條款時，該等字句應視作已被刪去。

22. 通知、成交確認書和結單

22.1 送交該客戶之報告、成交確認書、賬戶之結單、通知及任何其他通訊文件，可根據該客戶(該客戶開立之賬戶如屬於聯名賬戶，而又未有提名一人主理的話，則此處乃指客戶資料表中之首名人士)在客戶資料表內所載，或今後以書面通知本公司之其他地址、電話、圖文傳真或電傳號碼交予該客戶；所有文件無論是用郵遞、電報、電話、信差或其他方式傳遞，一經用電話發出或投寄，或由傳遞機構收受後，不論該客戶實際收到與否，均視作送達論。

22.2 本公司執行客戶買賣指示後發出成交確認書，及向客戶發出之賬戶結單均具決定性。經由郵遞或其他方式發出後二日內，如客戶沒有以書面按照賬戶開立表格內所載地址(或由本公司以書面通知之其他地址)向本公司提出反對，即視作已由客戶接納論。

22.3 本公司根據客戶協議及本條款和條件向客戶發出的任何通知或其他通訊，包括但並不限於，成交確認書和客戶賬戶結單，若是透過電郵或其他方式以電子設備發出，於信息傳送後即視作已發出或發給客戶論。

22.4 貴公司將就貴公司代表客戶進行的每筆購入、售出或置換證券交易向客戶發送一份成交單據，其上詳細載明成交日期、購入或出售證券的數量及說明、單價(置換證券除外)、客戶支付的代價金額(置換除外)、支付的佣金費、支付的印花稅(如有)及結算日期。

22.5 貴公司就客戶戶口的成交單據、結算單及未平倉及/或平倉單倘於(i)(如屬成交單據)交付客戶後24小時內及(ii)(如屬結算單及未平倉及/或平倉單則透過掛號郵遞)用信函或以其他方式向客戶發送後7個營業日內貴公司辦公室未收到客戶的書面反對意見，則為最終的定局。客戶同意按其所列的條款與貴公司清算的客戶戶口。

23. 寬免及修訂

23.1 本公司可以經向客戶發出書面通知列明下述變更後，酌情決定修訂、取消或更替客戶協議及本條款和條件任何條款或增補任何新條款。除非本公司在發出此等通知書後十四日(指除週六及周日外一般香港銀行營業日)內收到書面反對通知，否則，客戶將被視作接受客戶協議及本條款和條件上述的變更。

24. 陳述及保證

24.1 客戶特此向本公司作出以下持續的陳述及保證：

24.1.1 (若果客戶是一法團)他是有效地根據其成立所在國之法律成立並存在的，且有完整的權力和行為能力來承擔及履行客戶協議及本條款和條件內屬於他的責任；其簽訂客戶協議及本條款和條件之行為亦已獲其主管機構恰當授權，並且依足其組織章程大綱及細則或則例之規定(視乎屬何情況而定)；

24.1.2 客戶協議及本條款和條件之簽署、遞交或履行及按[客戶協議及]本條款和條件發出之任何指示均不會觸犯或違反任何現存適用法律、法規、條例、規則、規例或判令，亦不會超越客戶或其資產任何部分受約束之範圍；

24.1.3 除非向本公司作出相反的書面披露，客戶協議及本條款和條件下一切交易均為客戶之利益而完成，任何第三者在當中並無任何利益；

24.1.4 除了根據客戶與本公司集團公司之任何公司之間任何協議產生的、屬於該間本公司集團公司之抵押品權益，一切由客戶提供用作出售或貸入賬戶之證券均已繳足價款，且具有效及妥當之業權，客戶並擁有此等證券之法定及實益業權；

24.1.5 「客戶資料表」內的資料或由客戶或授權人士代客戶就賬戶向本公司提供的其他資料均是完整、真實和正確的。在收到客戶任何更改資料的書面通知前，本公司有權依賴上述資料；

24.1.6 客戶對根據此等條款和條件所顧及到的各類交易的性質、對其是否合適及當中所涉風險表示理解，並具充足經驗，能夠評定該等交易是否合適；

24.1.7 客戶將訂立的每一份合約，乃純粹依賴其本身對未來貨幣及市場走勢或該等交易所涉利益或風險的判斷而訂立，而非依賴本公司就此提供的任何建議或觀點；及

24.1.8 客戶或其代表替其訂立此等條款和條件，將以當事人而非受託人或代理人身份訂立。

24.2 若客戶是以其客戶的賬戶進行交易，不論是否受客戶全權委托、以代理人身份抑或以當事人身份與客戶之客戶進行對盤交易，客戶同意就本公司接獲港交所及/或證監會(「香港監管機構」)查詢的交易而言，須遵守下列規定：

24.2.1 在符合下列規定下，客戶須按本公司要求(此要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關所進行交易之賬戶所屬客戶及(據客戶所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構任何發起有關交易的第三者(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

24.2.2 (a) 若客戶是為集合投資計劃、全權委托賬戶或全權信托進行交易，客戶須按本公司要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該名代表該計劃、賬戶或信托向客戶發出交易指示的人士的身份、地址、職業及聯絡資料。

(b) 若客戶是為集合投資計劃、全權委托賬戶或全權信托進行交易，客戶在其全權代表該計劃、賬戶或信托進行投資的權力已予撤銷時須盡快可行的情況下通知本公司。在客戶全權代客投資的權力已予撤銷的情況下，客戶須按本公司要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該名/或多名曾向客戶發出指示的人士的身份、地址、職業及聯絡資料。

(c) 若客戶是一集合投資計劃、全權委托賬戶或全權信托，而客戶、其高級職員或僱員就某一交易擁有的權力已予撤銷時，客戶在其全權代表該計劃、賬戶或信托進行投資的權力已予撤銷時須在盡快可行的情況下通知本公司。在客戶全權

代客投資的權力已予撤銷的情況下，客戶須按本公司要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該名/或多名曾向客戶發出有關交易指示的人士的身份、地址、職業及聯絡資料。

24.2.3 若客戶知悉其客戶乃作為其本身客戶之中介人進行交易，但客戶並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則客戶確認如下：

(a) 客戶須與其客戶作出安排，讓客戶可按要求立即向其之客戶取得第24.2.1及/或24.2.2分條的資料，或促使取得有關資料；及

(b) 客戶將按本公司就有關交易提出的要求，即行要求或促使向客戶發出交易指示的客戶提供第24.2.1及/或24.2.2分條的資料，及在收到客戶之客戶所提交的資料後即呈交予香港監管機構。

24.2.4 上述條款即使在客戶協議及本條款和條件書終止後仍繼續生效。

24.3 客戶承諾會履行、簽署和簽立一切本公司為客戶協議及本條款和條件或其任何部分之履行或執行而要求的行為、協議或任何文件。

24.4 客戶同意，在未取得本公司同意之前，不會質押或抵押組成任何賬戶內之任何證券或款項，或者出售、授贈優先權購買或以其他方式處置賬戶內之任何證券或款項。

24.5 本公司及客戶承諾，倘若客戶協議及本條款和條件所提供之數據有任何重大變動，將通知對方。本公司及客戶尤其同意：

24.5.1 倘本公司業務出現任何重大變動，而該等變動可能影響本公司向客戶提供之服務，則本公司將會通知客戶有關變動；及

24.5.2 客戶將通知本公司有關其姓名及地址之任何變動，並按本公司合理之規定提供證明文件。

25. 出售收益

25.1 受第7.6及7.7條所制約下，按第16條款替賬戶作出的出售或斬倉所得收益必須按以下次序分配，任何餘額必須支付給客戶或其指定的第三者：

25.1.1 支付本公司轉讓或出售賬戶內全部或任何證券或財產或完善此等證券或財產之業權而引致的一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；

25.1.2 支付所有到期利息；

25.1.3 償付本公司，客戶拖欠、欠下或承擔的一切款項和法律責任；及

25.1.4 償付本公司集團公司內任何公司，客戶拖欠、欠下或承擔的一切款項和法律責任。

25.2 受客戶款項規則所制約下，盡管出售證券之權力尚未產生，或者本公司簽訂客戶協議及本條款和條件之後可能曾經給客戶支付任何分紅、利息或其他款項，任何該等證券倘若產生本公司可以收取或應收取的任何分紅、利息或其他款項，本公司可視之為本條款述及的出售收益而作出分配。

26. 常設授權

26.1 客戶款項常設授權涵蓋本公司為客戶在香港收取或持有並存放於一個或多個獨立賬戶內的款項(包括因持有並非屬於本公司的款項而產生之任何利息)(下稱「款項」)。

26.2 客戶授權本公司：

26.2.1 組合或合併本公司或本公司的任何集團公司所維持的任何或全部獨立賬戶，此等組合或合併活動可以個別地或與其它賬戶聯合進行，本公司可將該等獨立賬戶內任何數額之款項作出轉移，以解除客戶對本公司或本公司的任何集團

公司的義務或法律責任，不論此等義務和法律責任是確實、或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；及

26.2.2 從本公司或本公司的任何集團公司於任何時候維持的任何獨立賬戶之間來回調動任何數額之款項。

26.3 客戶確認並同意本公司可不向客戶發出通知而採取上述第26.2條的行動。

26.4 客戶同時確認：

26.4.1 此賦予本公司之客戶款項常設授權並不損害本公司或任何本公司的集團公司可享有有關處理該等獨立賬戶內款項的其它授權或權利；

26.5 受第26.7條指明按照客戶款項規則由客戶續期或當作已被續期所制約下，客戶款項常設授權的有效期為十二個月，自客戶協議書之日起計有效。

26.6 客戶可以向本公司行政經理列明於客戶協議書內的公司地址或該等本公司為此目的可能以書面方式通知的其它地址，發出書面通知，分別撤回客戶款項常設授權。該等通知之生效日期為本公司真正收到該等通知後之14日起計。

26.7 客戶明白本公司若在客戶款項常設授權的有效期屆滿14日之前，向客戶發出書面通知，提醒客戶有關的常設授權即將屆滿，而客戶沒有在該等常設授權屆滿前反對該等常設授權續期，客戶款項常設授權應當作在不需要客戶的書面同意下按持續的基準已被續期。

27. 利益衝突

27.1 本公司及其董事、高級僱員或僱員均可以為其本人(等)或為本公司集團公司之任何公司經營買賣交易，惟必須受任何適用法規之規定所規範。

27.2 本公司可以買、賣、持有或交易任何證券或採取與客戶指令相反的立場，不管本公司是為自己或代其他客戶辦事。

27.3 本公司可以將客戶之指令與其他客戶之指令進行配對。

27.4 即使本公司或任何集團公司持有證券或以包銷商、贊助商或其他身分牽涉其中，本公司仍然可以進行該等證券之交易。

27.5 在上述任何事件中，本公司無須為獲取的任何利益或好處作出解釋。

28. 風險披露

28.1 客戶知悉證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。客戶準備承擔此一風險。

28.2 客戶知悉港交所創業板的創業板市場（[創業板]）股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。客戶確認並明白客戶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它特點，意味著這個市場較適合專業及其它熟悉投資技巧的投資者。客戶確認並明白客戶現時有關創業板股份的數據只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。本分條並非旨在披露一切有關創業板所涉及之風險及其它重要事項。客戶明白及確認在開始任何有關創業板交易之前，客戶承諾其已就在創業板上買賣證券作出研究及研習，並且確認假如客戶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。

28.3 客戶確認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》及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

28.4 客戶亦知悉，將證券交予本公司、其有連系實體或其代理人保管，均存在風險。例如，當本公司持有客戶證券期間，變成無力償債，客戶可能遲遲不能取回證券。客戶準備接受此等風險。

28.5 倘若本公司作出證券及期貨條例第XII部 所述的違約且合資格客戶因此遭受金錢損失，合資格客戶有權向根據證券及期貨條例成立之賠償基金索償，但該索償行動必須受賠償基金不時規定之條款限制。合資格客戶根據證券及期貨條例向賠償基金索償的權利應限制在證券及期貨條例及其規則與規例所規定的範圍。

28.6 客戶承認並接受，由於無法預計的通訊阻塞或其他原因，電子傳送不一定是一種可靠的通訊方法。通過電子工具進行的交易，在傳送和接收客戶指示或其他資料時會出現延遲，在執行客戶指示時會出現延遲或以不同於客戶發出指示時的價格執行其指示，通訊設施亦會出現故障或中斷。客戶還需承擔通訊中之誤解或錯誤的風險，而指示發出後通常不可取消。

28.7 客戶承認並接受假如客戶向本公司提供授權書，允許本公司代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶賬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。

28.8 客戶承認並接受按照納斯達克-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。客戶明白及知悉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。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

28.9 倘客戶希望根據客戶協議及本條款和條件在港交所以外的其他交易所進行交易，客戶承認並認識到，由於該等交易須遵從其他交易所的規則、條例和適用的地方法律(而非港交所的規則)，客戶在交易中得到的保護可能在程度和類別方面與根據港交所上市規則、條例和香港法例所提供的保護截然不同(客戶承認並認識到(但並不限於)，倘客戶在港交所以外的其他交易所進行的交易中蒙受金錢損失，客戶將不享有按證券及期貨條例成立的賠償基金項下所賦予的索償權利)。

28.10 倘若透過網站取覽的方式獲提供交易文件(下稱“電子易結單服務”)，客戶確認已明白及接受以下風險及事宜：

28.10.1 客戶須配備適當的電腦設備和軟件、接達互聯網，及提供和指定一個電郵地址，方可使用“電子易結單服務”；

28.10.2 互聯網及電郵服務可能涉及若干資訊科技風險及出現中斷；

28.10.3 客戶或招致額外費用方可使用“電子易結單服務”；

28.10.4 電郵將會是客戶獲通知交易文件已上載本公司網站的唯一途徑，故客戶應定期查看其指定電郵地址以收取有關通知；

28.10.5 客戶如欲撤銷同意以透過網站取覽的方式獲提供交易文件，須按照本公司的要求給予事先通知；

28.10.6 客戶如要取得不可再透過本公司網站取覽及下載的任何交易文件的列印本，或須繳付合理費用；

28.10.7 客戶如已更改包括公民身份，居住地，稅務居住地址，地址，電話，傳真號碼，指定的電子郵件地址，股東，合作夥伴，董事或業務性質，應在切實可行的範圍內盡快通知本公司；

28.10.8 客戶收到本公司的通知後，應從速查閱登載於本公司網站的交易文件，以確保在切實可行的範圍內盡快發現任何錯漏並向本公司提出指正；及

28.10.9 客戶應把交易文件的電子版本儲存於本身的電腦存儲裝置，或備存一份列印本，以作日後參考。

29. 一般條款

29.1 客戶特此授權本公司調查客戶之信用狀況(若客戶為個人，則查詢其個人之信用狀況)或查核客戶之情況，以確定其財政狀況和投資目標。

29.2 客戶協議及本條款和條件之任何條款均不會使本公司有責任向客戶披露其在代表其他人士或自己行事過程中獲悉的任何事實或事項。

29.3 在本公司與客戶交易時，本公司將會時常以只有客戶本身為本公司之客戶，及客戶在各方面均是以主事人身份為準則。如若客戶代表其它人士進行交易，不論客戶有否向本公司指明該其它人士，該人士將不會被視作本公司之客戶，並且本公司在任何情況下對客戶代表進行交易的任何其它人士沒有或將不會負有任何責任。客戶特此確定並同意客戶應獨自承擔解除因代表任何其它該等人士依照及根據客戶協議及本條款和條件進行之交易所產生的所有法律責任。

29.4 雖然客戶期望本公司對賬戶之一切資料予以保密，客戶特此明確同意，本公司無須進一步知會或取得客戶之同意，而可以按照任何有關市場、銀行或政府監管機構之任何法律、命令、合法要求或規例之要求披露賬戶之一切資料。

29.5 就客戶履行其在客戶協議及本條款和條件下之一切責任而言，時間在各方面均是最關鍵之要素。

29.6 未有或延遲行使關於客戶協議及本條款和條件之任何權利、權力或特權將不會被推定為已放棄該等權利、權力或特權，而單一或部分行使任何權利、權力或特權將不會被推定為隨後或將來不能行使該權利、權力或特權。

29.7 客戶特此宣布其已經閱讀過客戶協議及本條款和條件中英文本，本公司已經用客戶明瞭的語言向其完全解釋了客戶協議及本條款和條件內容。客戶接受並同意受客戶協議及本條款和條件約束。

29.8 倘若客戶協議及本條款和條件的中文本與英文本在解釋或意義方面有任何歧義，客戶和本公司同意應以英文本為準。

30. 管轄法律

30.1 客戶協議及本條款和條件和一切權利、義務及法律責任均受香港特別行政區法律管轄，並按之解釋。

30.2 在客戶協議及本條款和條件所產生或有關之一切事項方面，公司及客戶各特此表明願意受香港法院之非專有司法管轄權制約。

31. 資料披露

31.1 客戶期望貴公司對與客戶戶口有關之所有事項保密，客戶茲此明確同意，倘港交所或證監會要求，貴公司可不時以符合港交所或證監會任何守則，規則和規例的目的向港交所或證監會提供客戶戶口之詳細資料，以協助港交所或證監會所進行的調查或查詢。

客戶的詳細資料，包括身份證明，地址和聯繫方式

(a) 最終負責發出與相關證券交易有關的指示的個人或機構；及

(b) 獲得相關證券交易的商業或經濟利益和/或承擔其商業或經濟風險（“客戶身份資料”）的個人或機構。

32. 預扣稅款的授權

客戶授權鼎珮證券有限公司在其按唯一絕對酌情決定權認為出現以下情況時，預扣客戶賬戶內的所有資產或其任何部分（以現金或其他形式持有）或出售賬戶內的資產以產生可預扣稅款：

(a) 客戶未能及時向鼎珮證券有限公司提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新，準確或完整的，使得鼎珮證券有限公司無法確保其能持續符合或依從 FATCA 的規定；

(b) 客戶的 FATCA 狀況被界定為不合作或不合規海外金融機構；

(c) 並無可靠證據可將客戶視為已獲豁免遵守FATCA或其他相關規例的預扣稅規定；

(d) 相關司法管轄區內的合資格監管或政府當局規定徵收預扣稅；或

(e) 為符合FATCA及其他相關法規、守則和規則的規定而必須或適宜預扣稅款。

33. 彌償

33.1 客戶同意彌償鼎珮證券有限公司及其董事、管理人員、僱員和代理人（「獲彌償人士」）因以下情況而引致、就以下情況而產生或據此針對獲彌償人士提出的一切損失、法律責任、成本、申索、訴訟、要求或開支（包括但不限於對前述任何情況提出爭議或抗辯而產生的一切合理成本、支出和開支）：

- (a) 客戶違反或被指違反本附件的任何條款和條件（不論是出於客戶的作為或不作為）；及
- (b) 客戶及／或客戶賬戶在任何方面不符合FATCA、《共同匯報標準條例》或任何其他適用法規、守則和指令，但如有關損失或損害賠償是出於獲彌償人士的故意失責、欺詐或疏忽則另作別論。

33.2 客戶承諾對鼎珮證券有限公司為符合FATCA、《共同匯報標準條例》和其他適用法規、守則和指令的規定而引致或涉及的任何事宜所產生的任何處事程式或調查提供協助。在這情況下，鼎珮證券有限公司如得知出現上述處事程式將通知客戶，除非適用法規禁止則另作別論。

33.3 如客戶根據本條款向獲彌償人士支付的任何款項須扣除或預扣稅項，就該須扣除或預扣稅項的應付款項，客戶應增加該款項至確保，在需要扣除或預扣後，獲彌償人士於到期日收到及保留（就上述扣減，預扣或支付無任何賠償責任）的淨款額相等於獲彌償人士在應或未扣減，預扣或付款前的應收款項。

33.4 儘管客戶不再是賬戶持有人或終止任何賬戶，客戶應繼續受本條款的規定約束。

34. 電子服務

34.1 除非另有規定，否則本條款不得豁免，並且並不影響和附加於客戶協議的所有其他條文。

34.2 您可以向我/我們提供電子服務，並且我/我們在此要求提供此類服務，根據我/我們的協議以及本條款和條件所體現的條款和條件，通過任何通知，信件，出版物或您可能不時發布的其他文件進行修改，修訂或補充。

34.3 本人/我們可能會不時指示您以我/我們的代理人的身份，代表我/我們通過電子服務以下方式存款，購買和/或出售賬戶證券或以其他方式處理證券，應收賬款或資金。

34.4 本人/我們同意，本人/我們將是根據本人/本人協議及本條款獲授權的唯一電子服務使用者。我/我們將全權負責您向我發給用戶密碼的保密安全和使用。

34.5 本人/我們承認並同意我/我們將全權負責通過電子服務所輸入的所有指示。本人/我們承諾並保證，我/我們不會也不得試圖以任何方式篡改，修改，反編譯，反向工程，損壞，銷毀或以其他方式改變，並且不得試圖以未經授權訪問電子服務的任何部分，以及其中包含的任何軟件。我/我們同意，您有權立即關閉任何或全部賬戶，而無需通知我/我們，我/我們承認您可以對我/我採取法律行動，如果我/我們任何時間違反本保證和承諾，或者如果您在任何時候合理懷疑我/我們違反了相同的規定。本人/我們承諾，如果我/我們意識到任何其他他人進行本段上文所述的任何行為，我們將立即通知您。

34.6 如果您允許我/我們在網上開立一個賬戶，除了通過互聯網完成並交還我/我們的協議，我/我們同意將我/我們的協議及其條款和條件（包括客戶信息聲明，適用的風險披露聲明以及由我/我們向您提供的有關賬戶的任何權限）正式填寫和簽署。

34.7 除非您和我/我們之間另有約定，您接受在我/我們的賬戶中有足夠的已清算資金，證券或其他資產來結算本人/我們的交易，及您收到第34.6條規定的文件，否則您將不會執行我/我們的任何交易指令。

34.8 您將不會被視為已收到我/我們的指示或已執行我/我們的訂單，除非我/我們正在收到您的信息，確認收到或確認執行我/我們的訂單，無論是以電子版還是複印文本形式給我/我們。

34.9 本人/我們確認並同意，作為使用電子服務提供指示的條件，如有下列情況，我/我們將立即通知您：

- 34.9.1 已經通過電子服務發出指令，我/我們還沒有收到指令編號，或者沒有收到指令或執行的確切答复（不管是通過電子、文件或口頭方式）；
- 34.9.2 我/我們收到了我/我們沒有指示的交易或任何類似交易衝突的確認（無論是文件，電子或口頭方式）；
- 34.9.3 我/我們意識到第34.5條所述的任何行為是由任何人完成或企圖進行的；
- 34.9.4 我/我們意識到任何未經授權使用我/我們的用戶密碼；或
- 34.9.5 本人/我們在使用電子服務方面遇到困難。

34.10 我/我們同意在輸入每一個訂單之前審核每一個訂單，因為一旦發出，我們可能無法取消我/我們的指示。

34.11 本人/我們同意，對於本人/我們或任何其他人士因使用或企圖使用電子服務而可能遭受的任何損失或損害，您不承擔任何責任，除非此等損失或損害是由於您故意違約或重大過失。我/我們進一步承諾彌償您，基於您的要求，賠償由於使用電子服務而可能遭受的任何損失或損害，除非此類損失或損害不屬於我/我們的控制。

34.12 本人/我們承認並同意，如果我/我們在電子服務過程中使用的通訊方式暫時無法使用，則我/我們可以在此期間繼續操作相關賬戶，但您可能不會不時認為合適地取得有關驗證我/我們身份的信息。

34.13 本人/我們承認，交易所和某些協會可能會向其發出此類數據的各方，提供的所有市場數據擁有所有權和權利，本人/我們同意不會構成任何侵害或侵犯此類權利或利益的行為。我/我們也明白，您不保證市場數據或市場信息（包括通過電子服務提供給我/我們的任何信息）的及時性，順序性，準確性或完整性。對於由此以下引起的任何損失，您將不承擔任何責任：（1）任何此類數據，信息或信息的不準確性，錯誤或遺漏，（2）傳送或交付的延遲；（3）通訊中斷或擁塞；（4）由於您的任何行為而造成的任何此類數據，信息或信息的無法使用或中斷，或（5）由您無法控制的任何力量。

34.14 本人/吾等同意，貴公司及貴公司之董事、高級職員、僱員及代理人，毋須為任何延遲或未能履行貴公司於本協議所載之義務，或於貴公司及貴公司之董事、高級職員、僱員及代理人不能控制之任何情況下，包括但不限於政府管制、交易所或市場裁決、暫停交易、電子或機械設備或通訊連繫失靈、電話或其他互連系統故障、未經許可的存取、盜竊、戰爭（不論已宣戰與否）、惡劣天氣、地震及罷工所直接或間接造成之損失負上責任。

34.15 本人/吾等為戶口所提供之服務唯一獲授權用戶。本人/吾等須對戶口號碼、登入密碼（合稱「代碼」）之保密及使用負責。本人/吾等明白及同意，須對使用代碼透過服務而輸入之一切買賣或以其他方式交易任何證券之任何指示（「指示」）負全責。貴公司或貴公司之董事、高級人員或僱員，毋須對本人/吾等，或因本人/吾等而引致任何其他人士，就處理、錯誤處理或遺失任何指示所引致之任何索償而負責。

34.16 貴公司可在任何時候不讓本人/吾等進入使用有關服務，而不必事先發出通知。

34.17 本人/吾等確認及同意，貴公司之實時報價服務由貴公司不時委任之第三方服務供應商提供，本人/吾等同意貴公司可按月從本人/吾等之戶口扣除其不時定金額之款項，作為其報價服務之費用。

35. 申請發行新上市證券

35.1 我/我們已向貴公司表示我/我們將不時認購在交易所發行的新上市的證券。一旦收到我/我們的要求，我/我們授權貴公司為我/我們的權益，以代理人身份申請發行在交易所新上市的證券。

35.2 當向貴公司提出申請新上市的證券時，我/我們確認：

- (a) 我/我們已經閱讀過與該證券有關之招股章程；
- (b) 我/我們符合認購該證券之資格，將會遵守或已經遵守前述招股章程載明之所有條件；
- (c) 我/我們並未獲得配發私人配售之證券；
- (d) 貴公司已獲恰當授權為我/我們作出此等申請；
- (e) 除貴公司以我/我們的代理人身份作出申請外，現時並無其他人士為我/我們的權益作出申請；
- (f) 貴公司已獲恰當授權在有關申請書上向聯交所提供保證，現時貴公司並無為我/我們的權益，及我/我們及任何其他人士並無以代理人身份為我/我們作出其他申請；
- (g) 我/我們聲明及授權貴公司向外界披露，此項由貴公司替我/我們作出的申請，是我/我們唯一擬為我/我們權益、或我/我們為某人之權益而所作出的申請；
- (h) 我/我們確認有關之證券發行人可依賴上述(e)至(g)段落的聲明以決定應否就貴公司代我/我們作出的申請而分配證券；
- (i) 如申請是由我/我們行使法定控制權的非上市公司作出，而該公司之唯一業務為證券買賣者，則我/我們承認該項申請應被視為乃為我/我們之權益而作；及
- (j) 因我/我們違反本第35段所提述的保證而引致貴公司蒙受損失、損害、索償、責任、費用或開支，我/我們保證向貴公司全數作出彌償。

35.3 在我/我們指示貴公司認購或購買任何公開發售的證券時，如帳戶中結餘款額不足夠全數支付購入價及交易費用，貴公司可在無須通知我/我們的情況下拒絕接受我/我們的指示。

35.4 貴公司可以貴公司、其代名人或我／我們的名義進行認購申請，並可代我／我們及貴公司的其他客戶向發行機構提交一份聯合申請。

35.5 一旦收到我／我們的要求，貴公司有獨立及對酌情決定權向我／我們提供一筆只用作予我／我們認購發行在交易所新上市的證券所需要的貸款（該「貸款」）。

35.6 在收到我／我們向貴公司貸款認購證券的口頭或書面建議時（該「建議」），貴公司可向我／我們提供該貸款。若貴公司決定向我／我們提供該貸款，貴公司將以郵寄或傳真或其他電子方式向我／我們發出接納通知書，確認接納該建議（「接納通知書」）及列出：

- (a) 與該申請有關之證券詳情；
- (b) 予以借出之本金數目；
- (c) 提取貸款之日期；
- (d) 適用之利率；
- (e) 於提取貸款日我／我們需繳交之按金數目；及
- (f) 本第35段所列明之條款及條件應被視為該建議的一部份。

35.7 當貴公司發出了接納通知書後，我／我們便不能撤銷該建議。我／我們同意，祇有在該建議獲貴公司接納之情況下，貴公司（或貴公司的代名人）才會根據我／我們之指示進行證券申請，及該貸款方可提取。

35.8 證券之付款將以貴公司（或貴公司的代名人）之名義支付，但其責任及風險我／我們將獨自承擔。當證券認購申請獲批准，任何及所有獲配售之證券均會以貴公司（或貴公司的代名人）之名義註冊。貴公司（或貴公司的代名人）會按照接納通知書向我／我們提供該貸款，代表我／我們支付在該建議列明之證券，而不作任何其它用途。我／我們明白，即使貴公司向我／我們發出了接納通知書，發行公司也未必會接納我／我們認購證券之申請，在這種情況下，我／我們仍然需要按照下文第35.11段之規定支付該貸款之利息。

35.9 該貸款將按本第35段及接納通知書列出之所有其它條款及條件及在接納通知書內列明之提取貸款日提供予我／我們。

35.10 該貸款連同下列計算所累算之利息，將在貴公司提出要求時償還，惟若任何證券申請不獲批准，或只有部份獲得批准，所有由貴公司為了該申請而借出，但並無用作申請認購證券之所有款項，經退還後，應即時按照本第35段償還未清還的該貸款之部份。為使以上生效，我／我們同意有關發行事宜的收款銀行及所委派之代名人，可將不獲批准之有關申請所有收回之退款支票即時支付予貴公司。

35.11 接納通知書內列明之貸款利率將在提取貸款日（於接納通知書內列明）至由貴公司決定我／我們之最後償還貸款之日期適用。利息以適用利率計算，並須以實際屆滿之日數及以三百六十五天為一年之基準每日累算。

35.12 由於就該貸款或其它事項為我／我們欠付貴公司到期及須即時繳付之所有本金、利息、及其它款項（「有抵押負債」）作出之持續性擔保，我／我們作為實益擁有人須根據本第35段之條款，以第一固定抵押形式向貴公司抵押受抵押財產（其定義如下文第35.21段所載）。

35.13 在全數付清有抵押負債後，貴公司將向我／我們或在我／我們指示下發還及轉回貴公司（或貴公司的代名人）手上之受抵押財產。

35.14 根據上文第35.12段之抵押所產生之擔保須伸延至並包括：

- (a) 就受抵押股票（其定義如下文第35.21段所載）所支付及將支付之所有股息及利息（如有的話）；
- (b) 就任何受抵押股票，於任何時間以取代、贖回、花紅、優惠、認購／認沽權或其它任何方式所累算或提供之一切證券、股權、權利、金錢及其它財產；
- (c) 所有為受抵押股票部份之認股權證而得到之認購證券；及
- (d) 就受抵押股票於任何時間所產生或累算之一切分配、提供、權利、利益及增益。

35.15 我／我們特此表明授權貴公司就受抵押財產（包括但不限於受抵押應收賬項）之任何部份收取及運用貴公司（或貴公司的代名人）收到之所有金額，不論該金額之性質，並以貴公司全權決定之方式及時間支付有抵押負債。

35.16 我／我們特此向貴公司表示及保證：

- (a) 除在本段所產生，受抵押財產之任何部份均沒有任何產權負擔；
- (b) 就受抵押財產之任何部份，我／我們並沒有給予任何其他人仕任何利息、認購／認沽權或其它權利。

35.17 我／我們承諾只要在該貸款中有抵押負債之任何部份仍未償還，我／我們將仍然是受抵押財產的唯一實益擁有人，而在沒有貴公司事前之書面同意，將不：

- (a) 就受抵押財產之所有或任何部份，設立、同意設立或允許發生或存續之任何產權負擔（本抵押所設立則除外）；
- (b) 就受抵押財產之任何部份，給予任何其他人任何利息、認購／認沽權或其它權利。當我／我們違反本第35段之條款的情況發生，在本第35段成立之抵押將得以執行。

35.18 在成功申請證券後，並在沒有進一步之通知或授權的情況下，貴公司可：

- (a) 在其認為適當之時間及方式及合理之價錢（不論即時支付或送達或以分期付款方式）出售或處理抵押財產之任何部份，並運用任何該等出售所得之款項以清償有抵押負債，惟我／我們有權取得在有抵押負債清償後該等出售所得款項之剩餘部份（如有的話）。我／我們不可就有關由於任何該等出售或任何有關延遲而引致任何損害向貴公司要求賠償，儘管延遲或提早出售受抵押股票或其中任何部份之日期能夠或有可能獲得更高之價錢；
- (b) 自己或由其代名人就受抵押股票或其中任何部份有酌情權行使所有投票權，及行使附帶於抵押股票之所有其它權力及權利，猶如為其徹底擁有人；及
- (c) 在其認為合適之方式及情況下運用根據本抵押所收到之任何款項清償有抵押負債。

35.19 我／我們承諾及同意貴公司：

- (a) 我／我們將自費執行及簽署所有轉讓書、授權書、委託書及其它文件，並作出一切貴公司要求以完成將受抵押股票或其中任何部份之所有權賦予或可賦予貴公司、貴公司的代名人或任何買方或以其它方式以使上述人仕取得此抵押之所有利益；及
- (b) 我／我們會全面及有效地保償及於任何時間保償貴公司由於行使任何權利或權力（目的在使貴公司在任何方面均不須承受任何法律責任或負擔），或由於我／我們未能或遺漏作出或遵守任何在此抵押之責任或負債而使貴公司蒙受或招致之任何損失、賠償、費用、收費、開支、索償或要求（包括任何釐印費及法律費用）。

35.20 我／我們確認及同意：

- (a) 只有貴公司在嚴重疏忽之情況下沒有以我／我們代理人之身份提出有效之認購證券申請時，貴公司才需要對我／我們負責；
- (b) 如我／我們之代表沒有為我／我們提出認購證券之有效申請，證券之發行公司或賣方（如適用）概不負責；
- (c) 所有支付貴公司之款項必須是即時可用資金，並無附帶任何扣除性質之款項；及
- (d) 貴公司不會對在申請證券時其未履行任何有關責任使我／我們蒙受或招致之任何損失，賠償或開支而負上責任。

35.21 在本第35段：

- (a) 「受抵押財產」指受抵押股票及受抵押應收賬項；
- (b) 「受抵押應收賬項」指不論任何性質及我／我們不時就證券申請為我／我們退還或可退還貴公司（或貴公司的代名人）之所有款項的權力、所有權及利益；及
- (c) 「受抵押股票」指不論任何性質及我／我們不時由該貸款支付之所有證券及認股權證的權力、所有權及利益。

36 就資料變更通知客戶

如以下曾提供予客戶的資料有任何重要的變更，本公司將於14個公曆日內通知客戶：

- (a) 本公司的業務的全名及地址，包括本公司在證監會的持牌或註冊身分及CE 編號(由證監會所分配的獨特識別號碼)；
- (b) 說明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、期貨/期權買賣帳戶或槓桿式外匯交易帳戶的性質；及
- (c) 說明客戶須向本公司支付的任何酬勞（及其支付基準），例如佣金、經紀費及其他費用及收費。

MARGIN ACCOUNT TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THE SERVICES (AS DEFINED BELOW). UPON USING THE SERVICE, YOU WILL BE DEEMED TO HAVE ACCEPTED ALL THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THEM.

This Margin Client Agreement is supplemental to the Securities Agreement entered into by the Company and the Customer whereby the Customer's Account is allowed to conduct margin trading ("Margin account") and the Company agrees to grant credit facilities ("Facility") to the customer at the Customer's request for the Customer's transactions. Where any conflict arises between the Securities Agreement and the provisions of this margin Client Agreement, the provisions of the latter shall prevail.

1. DEFINITION

"Margin" means deposits, collateral and margin (including, but without limitation to, initial margin and additional margin) being an amount equal to the applicable percentage (as notified by the Company to the Client from time to time) of the current market value of the Client's securities held or purchased by the Company on the Client's behalf, as determined by the Company from time to time;

"Client Securities Standing Authority" means the standing authority granted by the Client to the Company in the terms set out in Clause 3.2 below as amended from time to time;

2. MARGIN AND FUNDING

2.1 The Client agrees to maintain such Margin and shall on demand pay such additional Margin by means of cash, securities or in such form and/or amounts and within such time as may be determined by the Company to be payable by the Client or by the Company on the Client's behalf in respect of such Margin or any other payment in connection with any transaction in securities on the Client's behalf under the terms of the Client's Agreement and these Terms and Conditions.

2.2 The time for payment of any Margin is of the essence and if no other time is stipulated by the Company when making a demand then the Client is required to comply with such demand before the expiry of two hours from the time of making the demand (or more quickly if required by the Company to do so). The Client also agrees to pay immediately in full and on demand any amount owing with respect to any of the Company's accounts. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as the Company may in its sole discretion require.

2.3 Notwithstanding Clauses 2.1 and 2.2, in the event that it is, in the sole opinion of the Company, impracticable for the Company to make demands for additional Margin pursuant to Clause 2.1, including but without limitation, if the impracticability is due to a change or development involving a prospective change:

2.3.1 in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or

2.3.2 which is or may be of a material adverse nature affecting the condition or operations of the Client, the Company shall be deemed to have made Margin calls for such form and/or amounts as the Company may determine and such Margin shall become immediately due and payable by the Client.

2.4 The Company shall be entitled to revise Margin requirements from time to time in its absolute discretion. The Client shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company. No previous Margin requirements shall establish a precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision.

2.5 For the avoidance of doubt, failure by the Client to meet Margin calls made by the Company by the time prescribed by the Company or otherwise or any other accounts payable hereunder shall give the Company the right (without prejudice to other rights) to close the Account(s) and/or to close out any position in the Account(s) (as the case may be) 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 and any cash deposit(s) to pay the Company all outstanding balances owing to the Company by the Client. Any monies remaining after that application shall be refunded to the Client.

2.6 Nothing in the Client's Agreement and these Terms and Conditions shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which the Company may have in respect of any money held in any bank account pursuant to Clause 8 in Securities Account – Terms and Conditions or in respect of any money received or paid into such bank account.

2.7 For the avoidance of doubt, if a debit balance arises on any of the Client's Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that the Company permits a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of the Company to advance monies or incur any obligation on the Client's behalf on any subsequent occasion, but without prejudice to the obligations of the Client in respect of any debit balance which the Company does permit to arise.

2.8 The parties agree that any securities deposited with, or otherwise provided by or on behalf of the Client to, the Company shall be securities collateral in favour of the Company.

3. STANDING AUTHORITY

3.1 The Client Securities Standing Authority is in respect of the treatment of the Client's securities or securities collateral as set out below in this Clause 3.

3.2 The Client authorizes the Company to:

3.2.1 apply any of the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement;

3.2.2 deposit any of the Client's securities collateral with an authorized financial institution as collateral for financial accommodation provided to the Company;

3.2.3 deposit any of the Client's securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. The Client understands that HKSCC will have a first fixed charge over the Client's securities to the extent of the Company's obligations and liabilities;

3.2.4 deposit any of the Client's securities collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities; and

3.2.5 apply or deposit any of the Client's securities collateral in accordance with Clauses 3.2.1, 3.2.2, 3.2.3 and/or 3.2.4 above if the Company provides financial accommodation to the Client in the course of dealing in securities and also provides financial accommodation to the Client in the course of any other regulated activity for which the Company is licensed or registered.

3.3 The Client acknowledges and agrees that the Company may do any of the things set out in Clauses 3.2 without giving the Client notice.

3.4 The Client also acknowledges that:

3.4.1 The Client has been informed of the repledging practice of the Company and the Client has provided the Company with a standing authority to repledge the Client's securities or securities collateral;

3.4.2 the Client Securities Standing Authority shall not affect the Company's right to dispose or initiate a disposal by the Company's associated entity of the Client's securities or securities collateral in settlement of any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.

3.5 The Client understands that a third party may have rights to the Client's securities, which the Company must satisfy before the Client's securities can be returned to the Client.

3.6 The Client Securities Standing Authority is valid for a period of 12 months from the date of the Client's Agreement, subject to renewal by the Client or deemed renewal under the Client Securities Rules (as the case may be) referred to in Clause 3.8.

3.7 The Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Administration Manager at the Company's address specified in the Client's Agreement or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of the Company's actual receipt of such notice.

3.8 The Client understands that each of the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

4. RISK DISCLOSURE STATEMENTS

4.1 The Client also understands and acknowledges the followings:

4.1.1 There is a risk if the Client provides the Company with an authority that allows it to apply Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

4.1.2 If the Client's securities or securities collateral are received or held by the Company in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

4.1.3 Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's consent) if the Company issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the then existing authority.

4.1.4 The Client is not required by any law to sign the authorities referred to in Clause 4.1.2 but an authority may be required by the Company, for example, to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be loaned to or deposited as collateral with third parties. The Company should explain to the Client the purposes for which one of these authorities is to be used.

4.1.5 If the Client signs one of these authorities referred to in Clause 4.1.2 above and the Client's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities or securities collateral. Although the Company is responsible to the Client for the Client's securities or securities collateral lent or deposited under the authority, a default by it could result in the loss of Client's securities or securities collateral.

4.1.6 A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or does not wish its securities or securities collateral to be lent or pledged, the Client should not sign the authorities referred to in Clause 4.1.2 above and should ask to open this type of cash account.

4.2 The Client acknowledges that the risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the licensed or registered person. The Client understands that market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at short notice to make additional Margin deposits or interest payments. The Client understands and accepts that if the required Margin deposits or interest payments are not made within the prescribed time, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in its Account(s) and interest charged on its Account(s). The Client acknowledges that he should therefore carefully consider whether such a financing arrangement is suitable in light of its own financial position and investment objectives.

4.3 The Client agrees that the Client may sustain losses in excess of the Client's Initial Margin. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. The Client agrees that the Client may be called upon at Short notice to deposit additional Margin. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's account. The Client should therefore carefully consider whether such trading is suitable in light of the Client's own financial position and investment objectives.

保證金賬戶條款和條件

在您使用服務（定義見下文）前，請仔細閱讀本條款和條件。在使用服務後，你將被視為已接受本條款和條件，並受其約束。

該保證金客戶協議是本公司和客戶訂立的證券協議的補充，客戶的賬戶被允許進行保證金交易（“保證金賬戶”），並且本公司同意向客戶授予信用額度（“設施”）根據客戶的要求進行客戶的交易。如果證券協議和本保證金客戶協議的條款之間發生任何衝突，以後者的條款為準。

1. 定義與釋義

「保證金」指金額相當於本公司代客戶所持或所購之客戶證券的當時市值的適用百分比（依本公司不時通知客戶）的存款、抵押品及保證金（包括但不限於首筆保證金及追加保證金），由本公司不時確定。

「客戶證券常設授權」指由客戶按照載於以下第3.2條內可不時修訂的條款賦予本公司的常設授權；

2. 保證金和資金

2.1 客戶同意依照本公司的要求維持該保證金，並以現金、證券或按本公司確定的形式及/或金額，在本公司確定的時間追加支付保證金，以補償客戶或本公司代客戶就該保證金而應該支付的款項，或配合客戶協議及本條款和條件條款下代表客戶訂立或與客戶訂立（視乎情況而定）任何證券交易而進行的任何其他付款。

2.2 支付任何保證金的時間為關鍵要素，如果本公司提出付款要求時未規定其他時間，則客戶應該要求提出之時起計2個小時內（或按本公司規定的更早時間）執行該要求。客戶亦同意於本公司要求時立即全額支付其就本公司任何賬戶所欠之任何金額。凡就保證金所作的首筆及隨後存款和付款，一律應為已過數的資金，且本公司有絕對酌情權規定貨幣種類及金額。

2.3 縱然第2.1及2.2條已有規定，當本公司單方面認為按照第5.1條提出支付額外保證金要求並不可行，當中包括但不限於，若不可行是由於下列的轉變或發展有已經或可能出現：

2.3.1 本地、國際、國際金融體系、財經、經濟或政治環境或外匯管制的狀況，而此等已經或可能出現的轉變或發展已構成或本公司認為可能構成對香港及/或海外證券、外匯、商品期貨市場的重大或不良波動；或

2.3.2 此等已經或可能出現的轉變或發展已經或可能在性質上嚴重影響客戶的狀況或運作。本公司應被視作已經按照本公司決定的方式及/或金額提出保證金追收，而該等保證金已經到期，客戶須即時繳付。

2.4 本公司有絕對酌情權不時更改保證金要求。客戶將獲得的財務通融，財務通融的款額可為本公司所持抵押品市值的某一百分比，該百分比由雙方不時協定。先前的保證金要求一律不作為不變之先例，而經更改的保證金要求一旦被確定，應適用於現有持倉以及受該更改所影響的合約下的新持倉。

2.5 為避免疑問，客戶如未按本公司規定的時間或其他時間應本公司催促追加支付保證金或本條款和條件下任何其他應付賬，本公司即有權（並且無損其他權利）終止賬戶及/或將賬戶內任何持倉予以平倉（視乎情況而定）而不必通知客戶，並有權出售為客戶或代客戶所持的任何或全部證券，用所得款項及任何現金存款支付客戶欠本公司的一切金額。用餘的款項將退還客戶。

2.6 客戶協議及本條款和條件的任何規定都不應解釋為取消或影響本公司根據證券賬戶條款和條件的第8條對任何銀行賬戶所存任何款項或對該銀行賬戶所收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救權。

2.7 為避免疑問，如果客戶的任何賬戶出示借方結餘，本公司無義務而且不應被視為有義務提供或繼續提供任何財務通融。特別地（但不限於此），本公司允許任何賬戶出現借方結餘，不暗指本公司有任何義務在任何隨後的情況下提供墊款或代客戶承擔任何義務，而客戶對本公司所允許出現的任何借方結餘應有的義務不因此而受影響。

2.8 協議雙方同意任何由客戶存入或以其它方式提供或代客戶存入或提供予公司的證券應為給予本公司之證券抵押品。

3. 常設授權

3.1 客戶證券常設授權是有關處置客戶之證券或證券抵押品，詳列於本第3條以下。

3.2 客戶授權本公司：

3.2.1 依據證券借貸協議運用任何客戶的證券或證券抵押品；

3.2.2 將任何客戶的證券抵押品存放於認可財務機構，作為該機構向本公司提供財務通融之抵押品；

3.2.3 將任何客戶的證券抵押品存於香港結算，作為抵押品，以履行並完成本公司之結算責任與義務。客戶明白香港結算因應本公司的責任與義務而對客戶的證券設定第一固定押記；

3.2.4 將任何客戶的證券抵押品存於任何其它的認可結算所或任何其它獲發牌或獲註冊進行證券交易的中介人，作為解除本公司在交收上的義務和清償本公司在交收上的法律責任的抵押品；

3.2.5 如本公司在進行證券交易及本公司獲發牌或獲註冊進行的任何其它受規管活動的過程中向客戶提供財務通融，即可按照上述第3.2.1、第3.2.2、第3.2.3及/或第3.2.4條所運用或存放任何客戶的證券抵押品。

3.3 客戶確認並同意本公司可不向客戶發出通知而採取上述第3.2條的行動。

3.4 客戶同時確認：

3.4.1 客戶證券常設授權不影響本公司為解除由客戶或代客戶對本公司、本公司之有聯繫實體或第三者所負的法律責任，而處置或促使本公司的有聯繫實體處置客戶之證券或證券抵押品的權利；及

3.4.2 客戶證券常設授權不影響本公司為解除由客戶或代客戶對本公司、本公司之有聯繫實體或第三者所負的法律責任，而處置或促使本公司的有聯繫實體處置客戶之證券或證券抵押品的權利。

3.5 客戶明白客戶的證券可能受制於第三者之權利，本公司須全數抵償該等權利後，方可將客戶的證券退回客戶。

3.6 受第3.8條指明按照客戶證券規則由客戶續期或當作已被續期所制約下，客戶證券常設授權的有效期為十二個月，自客戶協議書之日起計有效。

3.7 客戶可以向本公司行政經理列明於客戶協議書內的公司地址或該等本公司為此目的可能以書面方式通知的其它地址，發出書面通知，分別撤回客戶證券常設授權。該等通知之生效日期為本公司真正收到該等通知後之14日起計。

3.8 客戶明白本公司若在客戶證券常設授權的有效期屆滿14日之前，向客戶發出書面通知，提醒客戶有關的常設授權即將屆滿，而客戶沒有在該等常設授權屆滿前反對該等常設授權續期，客戶證券常設授權應當作在不需要客戶的書面同意下按持續的基準已被續期。

4. 風險披露

4.1 客戶承認並明白下列各分條：

4.1.1 向本公司提供授權書，容許本公司按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償本公司交收責任及債務的抵押品，存在一定風險。

4.1.2 假如客戶的證券或證券抵押品是由本公司在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超逾12個月。若客戶是專業投資者，則有關限制並不適用。

4.1.3 此外，假如本公司在有關授權的期限屆滿前最少14日向客戶發出有關授權將被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

4.1.4 現時並無任何法例規定客戶必須簽署第4.1.2條提及的授權書。然而，本公司可能需要授權書，以便例如向客戶提供保證金貸款或獲許將有關客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本公司應向客戶闡釋將為何種目的而使用授權書。

4.1.5 倘若客戶簽署其中一種上述第4.1.2條提及的授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然本公司根據該授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述本公司的失責行為可能會導致客戶損失客戶的證券或證券抵押品。

4.1.6 大多數持牌人或註冊人士均提供不涉及證券借貸的現金賬戶。假如客戶毋需使用保證金貸款，或不希望本身證券被借出或遭抵押，則切勿簽署上述第4.1.2條提及的授權書，並應要求開立該等現金賬戶。

4.2 客戶承認藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於有關持牌人或註冊人士作為抵押品的現金及任何其它資產。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。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合。

4.3 客戶同意，客戶所蒙受的虧損可能超過客戶首筆保證金。即使作出「止蝕」或「限價」等備用指令，亦未必可以將虧損局限於原先預設的數值。此等指令可能受市場情況影響而無法執行。客戶同意，客戶可能會被要求在短時間內存入額外保證金。若未能於指定時間內提供所需款項，客戶即會被平倉。客戶賬戶內所出現的任何虧損餘額，仍將由客戶負責。因此，客戶應根據本身的財務狀況及投資目標，審慎考慮此等買賣是否適合客戶。

RISK DISCLOSURE STATEMENT (GEM)

1. I/We acknowledge that the price of securities traded on the Growth Enterprise Market (“GEM”) of The Stock Exchange of Hong Kong Limited (the “Exchange”) 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 GEM. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
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.
3. I/We am/are aware of the potential risks of investing in such companies 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.
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.
5. I/We further understand that the principal means of information dissemination on GEM is publication on the internet web site 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 web site.
6. I/We acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. I/We understand that I/we should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities.
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 of the nature and risks involved in trading of securities on GEM.
8. I/We understand that the signing of this risk disclosure statement is a mandatory requirement of the Exchange Rules. I/We understand that you will not be able to effect my/our instructions to deal in securities on GEM if I/We have not been able to sign and confirm this statement.

風險披露聲明書 (創業板)

1. 本人/吾等知悉香港聯合交易所創業板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。買賣創業板證券不一定獲利，而且存在著可能損失的風險。本人/吾等也知道將證券交給 閣下保管可能存在風險。例如當 閣下持有本人/吾等的證券而 閣下無力償債時，本人/吾等取回證券的時間可能會受到嚴重阻延。本人/吾等願意擔承此等風險。
2. 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。
3. 本人/吾等知道投資在此類公司的潛在風險，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。
4. 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量通的市場。
5. 本人/吾等亦明白創業板的主要信息發放渠道是透過港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。
6. 本人/吾等確認此風險披露聲明書並不能申述所有風險及其他創業板的主要內容。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。
7. 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創業板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。
8. 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，閣下將不可以執行本人/吾等於創業板買賣的指令。

RISK DISCLOSURE FOR DERIVATIVE PRODUCTS

Transaction conducted through the securities account may involve the following risks:

Risk of Investment

Investment involves risk, and the offering document should be read for further details. (Where past performance is quoted) the past performance figures shown are not indicative of future performance.

Risk of Securities Trading

Transactions conducted through the securities account may involve high-risk investment instruments, Clients should prudently consider before making any investment decision. The price of securities fluctuates, sometimes dramatically. The price of securities 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.

Risk of Warrants and Callable Bull/Bear Contracts (CBBCs) Trading

The price of the warrants and CBBCs may fall in value as rapidly as it may rise and investors may sustain a total loss of their investment. Past performance of the underlying asset is not an indication of future performance. Clients should ensure that they understand the nature of the warrants and CBBCs and carefully study the risk factors set out in the relevant listing documents of the warrants and CBBCs and, where necessary, seek independent professional advice. Warrants that are not exercised will have no value upon expiry. CBBCs have a mandatory call feature and, when the price of the underlying asset reaches the call price, will be early terminated immediately, in which case: (i) Category N CBBCs investors will not receive any cash payment; and (ii) Category R CBBCs investors may receive a cash payment called the Residual Value, which may be zero.

Risk of Exchange-Traded Fund (ETF) Trading

An ETF is meant to trace the performance of a specific market or sector. Some ETFs may invest in over-the-counter derivatives issued by counterparties. Thus when Clients invest in these ETFs, Clients will bear both the risks in the securities that make up the index and the credit risk of the issuers of derivative instruments that replicate the performance of those securities. If the derivative counterparty defaults, these ETFs may suffer losses potentially equal to the full value of the derivatives issued by the counterparty. Clients have to understand the investment and index replication strategy of the ETF. Important information is provided in the offering documents.

有關投資衍生產品風險聲明

閣下持有之證券賬戶進行的交易可能涉及下列風險：

投資風險

投資涉及風險，有關詳情應仔細閱讀發售文件。（如有引述往績的情況下）所列示的往績數字並非未來表現的指標。

證券交易的風險

經證券賬戶進行的交易可涉及高風險投資工具，在作出任何交易前，應審慎地考慮後再作決定。股票價格有時可能會非常波動。股票價格可升可跌、甚至變成毫無價值。買賣股票未必一定能夠賺取利潤，反而可能會招致損失。

窩輪及牛熊證交易的風險

窩輪及牛熊證的價格可急升或急跌，投資者或會損失全部投資。掛鉤資產的過往表現並非日後表現的指標。客戶應確保理解窩輪及牛熊證的性質，並仔細研究窩輪及牛熊證的有關上市文件中所載的風險因素，如有需要，應尋求獨立的专业意見。沒有行使的窩輪於屆滿時將沒有任何價值。牛熊證設有強制贖回機制，當掛鉤資產價格達到贖回價時會即時提早終止，在這種情況下 (i) N 類牛熊證投資者將不會收取任何現金付款；及時 (ii) R 類牛熊證投資者或會收取稱為剩餘價值的現金付款（可能為零）。

交易所買賣基金 (ETF) 交易的風險

ETF 的目標是要追蹤某個市場或行業股份的表現。ETF 可能會投資於場外衍生工具，因此客戶需同時要承擔指數成份證券所涉及的風險，以及 ETF 為模擬這些證券表現而買入的衍生工具的發行商信貸風險。一旦上述發行衍生工具的交易對手違責，這些 ETF 或會損失慘重，虧損額可高達衍生工具的全部價值。客戶需了解 ETF 的投資及指數模擬策略等重要資料，該資料可查閱 ETF 的銷售文件。

VMS SECURITIES LIMITED

Personal Information Collection Statement (the “PICS”)

VMS Securities Limited (the “Company”) values the protection of your personal data. All personal data collected by the Company shall be treated in accordance with the Personal Information Collection Statement (“Collection Statement”) set out below and the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the “Ordinance”). For the avoidance of doubt the Collection Statement replaces any Personal Data (Privacy) Ordinance Statement provided to you previously by the Company.

PERSONAL INFORMATION COLLECTION STATEMENT

VMS Securities Limited may collect personal data (as defined in the Ordinance) (which data may relate to yourself or your authorized signatories or other persons) from you, in connection with its dealings with you. You must supply the personal data as required by the Company. If you fail to supply the required personal data, the Company may refuse to open an account for you.

1. Purposes of Collection

The Company may use your personal data (whether provided by you or any other person, and whether provided before or after the date you receive this document) for the following purposes: (a) activities relating to operating your account such as purchasing, investing, advising, exchanging, acquiring, disposing of and generally dealing in and with all kinds of securities and options on your behalf, carrying out transactions at your instructions, ongoing account administration and contacting you; (b) activities relating to the processing of your application to open an account with the Company and maintaining your account, including but not limited to client verification, anti-money laundering and other client due diligence procedures, conducting credit reporting, processing your application for grant of credit or margin facilities or the continuation and review of such credit or margin facilities; (c) maintenance and verification of particulars and data; (d) any other purpose relating to the provision of investment and/or other financial services and facilities by the Company and/or any holding company, subsidiary or affiliate (within or outside Hong Kong)(the “Group”); (e) to provide you with information about your account and account statements; the (f) to conduct research and statistical analysis; and (g) complying with the obligations, requirements or arrangements, whether voluntary or mandatory, for disclosing and using data, including notification requirements that apply to the Company or any member of the Group, according to any law binding or applying to them within or outside Hong Kong or pursuant to any treaty or undertaking between any governmental, regulatory, tax, law enforcement or other authorities within or outside Hong Kong, and in particular the reporting and exchange of information requirements pursuant to the United States Foreign Account Tax Compliance Act (“FATCA”) and the Organisation for Economic Co-operation and Development (“OECD”)’s standard for Automatic Exchange of Financial Account Information (“AEOL”).

2. Classes of Transferees

Personal data held by the Company will be kept confidential but may be transferred to the following persons within or outside Hong Kong solely for the purposes set out at paragraph 1 (excluding direct marketing purposes): (a) other entities within Group (including direct and indirect subsidiaries) providing investment and/or other financial services and/or outsourced activities that facilitate the provision of such services; (b) the Company’s agents, nominees, personal advisers, researchers and other third party service providers that offer services to the Group in connection with the operation of its investment and/or financial services business; (c) credit reporting agencies; (d) financial regulators, government bodies, law enforcement bodies or other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law within or outside Hong Kong; (e) the Hong Kong Inland Revenue Department, the United States Inland Revenue Service and any other taxing authority of any jurisdiction to whom the Company or any member of the Group is under an obligation or otherwise required to make disclosures under the requirements of any law or pursuant to any treaty or undertaking between governmental, regulatory, tax or other authorities within or outside Hong Kong (in particular the reporting and exchange of information requirements pursuant to FATCA and the AEOL); (f) where transactions are executed outside Hong Kong, the relevant stock exchange, clearing house or regulatory bodies; and (g) authorized employees of the Company.

3. Transfers of Personal Data Outside Hong Kong

To facilitate the purposes set out in paragraph 1 above, the Company may transfer, disclose, grant access to or share your personal data with the parties set out in paragraph 2. You acknowledge that those parties may be based outside Hong Kong and that your personal data may be transferred to places where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Ordinance.

4. Consequence of failing to provide Personal Information

Unless otherwise specified by us, it is mandatory for you to provide the Personal Information requested by us. In the event that any such Personal Information is not provided, we may be unable to provide you with services or carry out the activities outlined at paragraph 1 above.

5. Access to Personal Data

Under the Ordinance you have the right to enquire whether the Company holds personal data in relation to you, and to request access to and correction of your personal data. You may make such a request to the Privacy Officer – Compliance Department, VMS Securities Limited, 49/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong, Tel: (852) 2996 2100, Fax: (852) 2996 2102. In accordance with the terms of the Ordinance, a reasonable fee may be charged for processing any data access request.

If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

鼎珮證券有限公司

個人資料收集聲明(“收集聲明”)

鼎珮證券有限公司(「本公司」)非常注重您的個人資料的保護。本公司收集所得的所有個人資料均會依照下文所列(個人資料收集聲明)(「**收集聲明**」)以及(個人資料(私隱)條例)(香港法例第486章)(「**私隱條例**」)的規定處理。為免疑義,收集聲明取代本公司在此之前向您提供的任何關於個人資料的聲明。

個人資料收集聲明

鼎珮證券有限公司可就本公司與您的事務往來向您收集個人資料(根據私隱條例的定義),該等個人資料可能是關於您本人或您的授權簽署人或其他人士的資料。您必須按照本公司的要求提供個人資料。倘若您未有提供所要求的個人資料,本公司可拒絕為您開立帳戶。

1. 收集資料的目的

本公司可使用您的個人資料(不論是否由您或任何其他人提供,亦不論是否在您收到本文件的日期之前或之後提供)作以下用途:(a)與您的帳戶的運作有關的活動,例如就所有類型的證券和期權代表您進行的任何購買、投資、諮詢、兌換、獲取、處置及一般性的交易及處置;按照您的指示進行的任何交易;持續性的帳戶行政管理及與您聯絡等;(b)與處理您在本公司開立帳戶的申請及維持您的帳戶有關的活動,包括但不限於客戶身份核實、反洗黑錢及其他客戶盡職審查程序、進行資信報告、處理您要求提供信貸或保證金(孖展)安排的申請、或為繼續提供及檢討該等信貸或保證金作出安排;(c)資料和數據的維護和核對;(d)與本公司及/或任何控股公司、附屬公司或關聯公司(在香港境內或境外)(「**本集團**」)提供投資及/或其他財務服務及安排有關的任何其他目的;(e)向您提供您的帳戶有關的資料及帳戶結單;及(f)進行調查研究和統計分析;及(g)依據香港或香港以外地區任何對本公司或本集團任何成員具有約束力或適用的法律,或根據香港或香港以外地區的任何政府、監管、稅務、執法或其他主管機構之間的任何條約或承諾,特別包括美國(海外帳戶稅收合規法案)(「**FATCA**」)及經濟合作與發展組織(OECD)自動交換財務帳戶資料標準(「**AEOI**」)中申報及交換資料的要求,遵守有關披露及使用資料的義務、要求和安排(無論屬自願或強制性質),包括對其適用的發出通知的要求。

2. 獲轉授個人資料的機構的類別

本公司會保密所持有的個人資料,但可僅就上文第1段所列的目的(直接市場推廣除外)將該等個人資料轉授予下列人士,不論該等人士在香港境內或境外:(a)本集團內的其他實體(包括直接和間接的附屬公司)提供投資及/或其他財務服務及/或有助提供上述服務的外判服務;(b)就本集團的投資及/或財務服務業務的營運向提供相關服務的本公司代理、代名人、專業顧問、研究員及其他第三方服務提供者;(c)信貸報告代理;(d)依據香港或香港以外地區的法律有權取得該等數據和資料的財務監管當局、政府組織、執法組織或其他監管機構、個人或公司;(e)香港稅務局,美國國家稅務局及依據任何法律,或根據香港或香港以外地區的任何政府、監管、稅務或其他主管機構之間的任何條約或承諾(特別包括根據FATCA及AEOI申報及交換資料的要求),規定本公司或本集團任何成員公司有責任或在其他方面須向其作出披露的任何司法管轄區的任何其他稅務機關;(f)就任何香港以外進行的交易而言,相關的證券交易所,結算所或監管機構;及(g)本公司的獲授權僱員。

3. 個人資料轉移至香港以外地區

為便利上文第1段所述目的的進行,本公司可向上文第2段所述人士轉移、披露、授權取用或分享您的個人資料。您確認該等人士可能會駐於香港以外地區,而您的個人資料可能會被轉移至沒有訂立與私隱條例大致相似或達致私隱條例相同目的的保護法律的地方。

4. 未能提供個人資料的後果

除非本公司另有規定，否則您必須提供本公司要求的個人資料。如果沒有提供任何此類個人資料，我們可能無法為您提供服務或進行上述第1段概述的活動。

5. 個人資料的查閱

根據私隱條例，您有權查詢本公司是否持有關於您的個人資料並有權要求查閱及更正您的個人資料。您可以向本公司的私隱事務主任提出上述要求，地址為：私隱事務主任 – 法規部，鼎珮證券有限公司，香港中環康樂廣場8號交易廣場一座49樓，電話號碼：(852) 2996 2100，傳真號碼：(852) 2996 2102。根據私隱條款，本公司有權就處理任何查閱個人資料的要求收取合理的行政費用。

此中文版權告示為英文版本譯本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。