



HTF SECURITIES LIMITED

瑞豐國際證券有限公司

CE No: BNO909

Clients Agreement Terms and Conditions

客戶協議條款及細則

Version 202304

CLIENTS AGREEMENT TERMS AND CONDITIONS

客戶協議條款及細則

In consideration of HTF SECURITIES LIMITED (the “Broker”) of Unit 1807, 18/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (an Exchange Participant of the Stock Exchange of Hong Kong Limited (ID.:B02166) and a Licensed Corporation (CE No.BNO909) licensed with the Securities and Futures Commission in respect of carrying out the regulated activities of Dealing in Securities (Type 1), Advising on Securities (Type 4) and Asset Management (Type 9) agreeing to allow the Client identified in the Client Information Statement to open one or more accounts with The Broker and providing services to the Client in connection with securities trading, the Client HEREBY AGREES that all Transactions executed by The Broker for any Account shall be subject to the Client Service Agreement (including without limitation the General Terms and Conditions and the Additional Terms applicable to the services provided by The Broker) as amended from time to time and notified to the Client. The Broker’s current provisions of the Client Service Agreement are hereinafter set out:

瑞豐國際證券有限公司「經紀」，香港灣仔港灣道 1 號會展廣場辦公大樓 18 樓 1807 室（為香港聯合交易所有限公司的交易所參與者（編號：B02166）以及於證券及期貨事務監察委員會註冊為持牌法團（CE 編號 BNO909），並可從事證券交易（第 1 類），就證券提供意見（第 4 類）及提供資產管理（第 9 類）之受規管活動）。鑒於經紀同意讓在客戶資料報表上識別為「客戶」的有關客戶在經紀開立一個或多於一個帳戶，並分別向客戶提供證券交易的服務，而客戶特此同意，經紀就任何有關帳戶而執行的一切該等交易須受客戶服務協議（經不時修訂並通知客戶）的規限，其中包括但不限於一般條款及就經紀提供有關服務而適用之附加條款。經紀的現行客戶服務協議列載如下：

目錄

CLIENTS AGREEMENT TERMS AND CONDITIONS 客戶協議條款及細則	1
PART I — DEFINITIONS 第一部份 — 定義	4
PART II — GENERAL TERMS AND CONDITIONS 第二部份 — 一般條款	6
1. COMPLIANCE WITH LAWS AND REGULATIONS 遵守法律及規則	6
2. DEALING 交易	6
3. SETTLEMENT 交收	8
4. MONEY IN THE ACCOUNT(S) 賬戶中的款項	9
5. CHARGES, COSTS AND EXPENSES 收費及費用	9
6. DEFAULT 失責	11
7. LIEN AND SET OFF 留置權及抵銷權	13
8. ASSIGNMENT AND SUCCESSION 轉讓及繼任	13
9. NO WAIVER 不放棄	14
10. LIABILITIES AND INDEMNITY 法律責任及彌償	14
11. WARRANTIES AND UNDERTAKINGS 保證及承諾	15
12. INFORMATION GIVEN TO CLIENT 向客戶提供資訊	16
13. DISCLOSURE OF INFORMATION ABOUT CLIENT 客戶資料之披露	16
14. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY 外幣交易	18
15. AMENDMENTS 修訂	19
16. JOINT CLIENT 聯名客戶	19
17. NOTICES 通知	20
18. TERMINATION 終止	20
19. GENERAL 一般條款	20
20. UNDERTAKINGS BY INTERMEDIARY 中介人承諾	21
21. DISPUTES AND GOVERNING LAW 爭議及管轄法律	23
22. FORCE MAJEURE 不可抗力	23
PART III — ADDITIONAL TERMS FOR ELECTRONIC TRADING SERVICE 第三部份 — 電子交易服務之附加條款	23
1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用	23
2. TERMS FOR ELECTRONIC TRADING SERVICES 電子交易服務之條款	24
PART IV — RISK DISCLOSURE STATEMENT 第四部份 — 風險披露聲明	25
1. RISK OF SECURITIES TRADING 證券交易的風險	25
2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份的風險	25
3. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE CLIENTS SECURITIES COLLATERAL 提供將客戶的證券抵押品等再質押的授權書的風險	26
4. RISKS ASSOCIATED WITH EXCHANGE TRADED FUNDS (ETFs) 交易所買賣基金的相關風險	26
5. COUNTERPARTY RISK INVOLVED IN ETFs WITH DIFFERENT REPLICATION STRATEGIES 交易所買賣基金的不同複製策略涉及對手風險	27
6. RISKS ASSOCIATED WITH STRUCTURED PRODUCTS 結構性產品相關風險	27
7. ADDITIONAL RISKS INVOLVED IN TRADING DERIVATIVE WARRANTS 買賣衍生權證的額外風險	28

8. ADDITIONAL RISKS INVOLVED IN TRADING CBBCS 買賣牛熊證的一些額外風險	28
9. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險	28
10. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK 在聯交所買賣納斯達克-美國證券交易所證券的風險	29
11. RISK OF ELECTRONIC TRADING 電子交易的風險	29
12. CURRENCY RISKS 貨幣風險	29
PART V — ADDITIONAL TERMS FOR CASH ACCOUNT 第五部份 — 現金賬戶之附加條款	30
1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用	30
2. SECURITIES IN THE ACCOUNT 帳戶中的證券	30
PART VI — ADDITIONAL TERMS FOR NEW LISTING OF SECURITIES 第六部份—新上市證券之附加條款	31
1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用	31
2. TERMS FOR NEW LISTING OF SECURITIES 新上市證券條款	31
PART VII — PERSONAL DATA 第七部份 — 個人資料	32
1. INTERPRETATION 釋義	32
PART VIII — FOREIGN LAW REQUIREMENTS 第八部份 — 外國法要求	36
1. INTERPRETATION 釋義	36
2. UNDERTAKING TO PROVIDE INFORMATION 承諾提供資料	37
3. INDEMNITY 彌償	38
4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK 同意扣減和扣繳款項及暫停交易	38
5. TERMINATION 終止	38
PART IX — PROFESSIONAL INVESTOR 第九部份 — 專業投資者	39
PART X — DATA PRIVACY POLICY 第十部份 — 私隱政策	41

PART I — DEFINITIONS

第一部份 — 定義

1.1. In this Agreement, unless the context otherwise requires, the following words and phrases shall bear the following meanings:

在本協議中，除文義另有所指外，以下各詞和用語應具有下列涵意：

“Access Codes” 「登入密碼」	such password(s), and/or form(s) of personal identification (in numeric, alpha-numeric or other format, usually known as login name) prescribed by The Broker from time to time, whether used alone or in conjunction with each other, for gaining access to the Electronic Trading Service; 經紀不時指定的密碼及／或其他形式的個人身份識別號碼（可以是數字、英文字母及數字組合或其他格式），不論它們是單獨或一併使用，從而登入電子交易服務；
“Account(s)” 「有關帳戶」	any Cash Account and/Advisory Account; 任何現金帳戶及／或證券提供意見賬戶；
“Agreement” 「本協議」	the written agreement between the Client and The Broker regarding the opening, maintenance and operations of the Account(s) as amended from time to time, including but not limited to the General Terms and Conditions, the Additional Terms, the Client Information Statement, Risk Disclosure Statement, Data Privacy Policy and any authority given by the Client to The Broker with respect to the Account(s); 就開立、維持及運作有關帳戶經紀與客戶簽立的書面協議及其不時以書面形式予以修改的版本，包括但不限於本客戶綜合協議（包括一般條款及附加條款）、客戶資料報表、風險披露聲明、私隱政策及客戶給予經紀就有關帳戶的任何授權；
“Authorized Person” 「獲授權人」	the person or any of the persons designated in or pursuant to this Agreement to issue instructions in relation to an Account; 本協議或根據本協議指定就某個有關帳戶可發出指示的人或其中任何一人；
“Cash Account” 「現金帳戶」	any cash account, as indicated as such in the Client Information Statement, opened by the Client with The Broker for trading of securities without Margin Facility granted by The Broker; 客戶與經紀開立，任何根據客戶資料報表中指明為現金帳戶並可買賣證券的帳戶，就此經紀不會提供該融資；
“Clearing House” 「結算所」	in relation to SEHK, HKSCC or other body appointed by or established and operated by SEHK to provide clearing services to exchange participants of SEHK and, in relation to any other Exchange, any clearing house providing similar services for such Exchange; 就聯交所而言，指中央結算，或聯交所委任或建立及運作以提供結算服務予聯交所參與者的其他機構，而就任何其他有關交易所而言，指為該交易所提供類似服務的任何結算所；
“Client” 「客戶」	the person(s) with whom The Broker has entered into this Agreement and such person's successors in title and (if appropriate) personal representatives whose name(s) and other identity details set out in the Client Information Statement and shall include each Authorized Person; 與經紀簽署本協議的人士以及該名人士的所有繼承人及（如適用）遺產代表，並應包括每名獲授權人，前述人士的名稱及其他身份詳情列於客戶資料報表；
“Client Information Statement” 「客戶資料報表」	Client information statement (however described) prescribed by The Broker to be provided by or on behalf of the Client; 指經紀不時指定及由有關客戶或其代表向經紀所呈交與該客戶申請開立帳戶有關的客戶資料報表或其他文件（不論實際如何稱謂）；
“Code of Conduct” 「操守準則」	Code of Conduct for Persons with the Securities and Futures Commission issued by the SFC and as amended from time to time; 證監會發出的《證券及期貨事務監察委員會註冊人操守準則》，及其不時修訂的版本；
“Data Privacy Policy” 「私隱政策」	The Broker's general policy in relation to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and any subsidiary legislation made thereunder as amended, consolidated or substituted from time to time and the policy is set out in Part V; 經紀基於《個人資料（私隱）條例》（香港法例第 486 章）及根據該條例制訂的任何附屬法例（上述條例及附屬法例可不時經修訂、合併或取代）而推行的一般政策，而有關政策列於本協議之第五部份；
“Electronic Media” 「電子媒介」	any electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as The Broker may from time to time determine and prescribe; 任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或經紀不時確定和指定的任何其他電子或電訊設備或系統；
“Electronic Trading”	any facility and service (including without limitation those relating to dealing services,

Service” 「電子交易服務」	information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by The Broker or The Broker contractor or agent or service provider from time to time under this Agreement which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media; 根據本協議經紀、其承辦商或其代理人不時已提供或將提供的任何設施及服務（包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件），使客戶可透過任何電子媒介就有關帳戶的任何有關交易發出指示或獲取證券的報價或其他資訊；
“Event(s) of Default” 「失責事件」	any of the events of default as specified in Clause 6 of the General Terms and Conditions; 載列於一般條款之第 6 條中的任何失責事件；
“Exchange” 「交易所」	SEHK and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold; 聯交所及於世界任何地方進行買賣證券的任何其他交易所、市場或交易商組織；
“Hong Kong” 「香港」	The Hong Kong Special Administrative Region of The People’s Republic of China; 中華人民共和國香港特別行政區；
“HKSCC” 「中央結算」	Hong Kong Securities Clearing Company Limited; 香港中央結算有限公司；
“Investor Compensation Fund” 「投資者賠償基金」	the Investor Compensation Fund established pursuant to the SFO; 根據證券及期貨條例設立的投資者賠償基金；
“HTF” 「瑞豐國際」	The Broker, its affiliates, its direct and indirect holding companies and subsidiaries of the holding companies; “HTF” means any of them and includes without limitation HTF Securities Limited; 經紀、其聯營公司、其直接及間接控股公司及該等控股公司的附屬公司，而「瑞豐國際」指上述任何一家或多家公司，包括但不限於瑞豐國際證券有限公司；
“Risk Disclosure Statement” 「風險披露聲明」	the risk disclosure statement provided by The Broker to the Client before the opening of the Account and/or from time to time in form prescribed by the SFC from time to time with the current version set out in Part IV; 在客戶於經紀開戶前及／或不時由經紀向客戶提供的風險披露聲明，其格式由證監會不時訂明，最新版本載列於本協議第四部份；
“Securities” 「證券」	includes (a) items under the definition of securities in Schedule 1 to the SFO; (b) all investment products listed or traded on Exchanges; and (c) any investment products prescribed by The Broker as such; 包括 (a) 根據證券及期貨條例的附表一所賦予的涵義；(b) 所有於交易所上市的投資產品；以及 (c) 經紀指定之投資產品；
“SEHK” 「聯交所」	The Stock Exchange of Hong Kong Limited; 香港聯合交易所有限公司；
“SFC” 「證監會」	in relation to Hong Kong, The Securities and Futures Commission constituted under the SFO, in relation to any other regions, other statutory bodies performing similar functions as The Securities and Futures Commission and have jurisdiction over the relevant Exchanges; 就香港而言，指證券及期貨條例授予職能的證券及期貨事務監察委員會，而就其他地區而言，指於當地擁有與香港證券及期貨事務監察委員會類似職能的法定機構，並對該地區的有關交易所具有管轄權；
“SFO” 「證券及期貨條例」	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder amended, consolidated or substituted from time to time; and 《證券及期貨條例》（香港法例第 571 章）以及根據上述條例制定的任何附屬法例及其不時經修訂、合併或取代的版本；及
“Transaction” 「有關交易」	the purchase, sale, exchange, disposal of and general dealing (including but not limited to deposit and withdrawal and exercise of call and put options) in securities, the disposition of funds and the drawing and repayment under the Accounts on behalf of the Client in connection with this Agreement. 代客戶進行與本協議有關的交易：證券的購買、出售、交換、處置及一般處理（包括但不限於存入及提取以及行使認沽期權及認購期權）、資金的處置及根據有關帳戶作出的貸款及還款。

1.2 In this Agreement, words importing the singular shall, where the context permits, include the plural and vice versa and words importing gender or neuter include both gender and neuter. The expression “person” shall include any firm, partnership, association of persons and body corporate and any such persons acting jointly and the personal representatives or successors in title of any such person. References to “writing” shall include telex, cable and facsimile transmission and texts transmitted through Electronic Media. Headings are for convenience only. Any reference to Clauses or Schedules in the General Terms and Conditions or in the Additional Terms is a reference to the clauses of or the schedules to the General Terms and Conditions or the Additional Terms respectively, unless otherwise stated.

凡本協議中文意允許之處，指單數的字包括複數，反之亦然。陽性詞包含中、陰性詞，反之亦然。「人」一字應包括任何商號、合夥企業、多於一人的組織及法人團體及共同行事的任何這些人，以及任何這些人的遺產代理人或所有權繼承人。凡提及「書面」應包括電傳、電報及傳真及透過電子媒介傳送的文字。標題僅為方便而設。凡於一般條款或附加條款內提及「條款」或「附表」分別指一般條款或附加條款內各自的條款或附表，除非文意另有所指。

PART II — GENERAL TERMS AND CONDITIONS

第二部份 — 一般條款

1. COMPLIANCE WITH LAWS AND REGULATIONS

遵守法律及規則

- 1.1. All Transactions shall be subject to this Agreement and, in respect of those Exchanges and/or Clearing Houses where the Transactions are processed, the constitution, rules, regulations, practices, procedures and administrative requirements, as amended from time to time of the relevant Exchange and/or Clearing House (and in particular as regarding Transactions effected on SEHK the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC) and to all applicable laws whether imposed on the Client or The Broker, as amended from time to time. All Transactions shall also be subject to the terms of business of dealer or other persons who have been involved in the processing of the Transactions where The Broker deems fit.

所有有關交易，應受本協議以及（就進行有關交易的該等交易所和／或結算所而言）相關的有關交易所和／或結算所的不時修訂章程、規則、規例、慣例、程序及行政要求的規限（尤其是就在聯交所進行的有關交易而言，應受聯交所及中央結算的規則、規例、慣例、程序及行政要求的規限）以及受不論是對客戶或經紀實施的一切不時修訂適用法律的規限。當經紀認為適當時，所有有關交易也應受涉及處理有關交易的經紀或其他人士的商業條款所規限。

- 1.2. Client whose Transactions are executed in markets other than those organized by SEHK may have a markedly different level and type of protection in relation to those Transactions as compared to the level and type of protection afforded by the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC.

與聯交所及中央結算的規則、規例、慣例、程序及行政要求所提供的保護水平及種類相比，如客戶的有關交易在聯交所以外的市場達成的話，則客戶可能就該等有關交易享有明顯不同程度及種類的保障。

- 1.3. The Client confirms that:

- (a) in the event of any conflict between (i) this Agreement and (ii) any constitution, rules, regulations, practices, procedures, administrative requirements of the relevant Exchange and/or Clearing House and laws (collectively the "Regulations"), the latter shall prevail;
- (b) The Broker may take or omit to take any action it considers fit in order to ensure compliance with the Regulations including without limitation, adjusting any Account, disregarding any unexecuted orders or rescinding any executed Transactions;
- (c) the Regulations as are so applicable and all such actions so taken shall be binding upon the Client; and
- (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 of this Agreement or The Broker effecting any Transaction in connection with this Agreement.

客戶確認：

- (a) 如果（i）本協議與（ii）任何有關交易所及／或結算所的章程、規則、規例、慣例、程序及行政要求及法律（總稱「該等規則」）之間發生任何衝突，須以後者為準；
 - (b) 經紀可採取其認為合適的任何行動或按其認為合適者不採取任何行動，以確保遵守該等規則，包括但不限於調整任何有關帳戶、不理會任何未被執行的買賣指示或撤銷任何已執行的有關交易；
 - (c) 按此適用的該等規則以及按此採取的一切該等行動應對客戶具有約束力；及
 - (d) 客戶應負責事先取得並維持為客戶簽立本協議或經紀達成與本協議有關的任何有關交易而需要的任何政府同意或其他同意。
- 1.4. This Agreement shall not operate insofar as it removes, excludes or restricts any rights of the Client or obligations of The Broker under the laws of Hong Kong or any other relevant law. If any provisions hereof are or should become inconsistent with any present or future law, rule or regulation of SEHK, HKSCC and/or any Exchange and/ or any Clearing House or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects this Agreement shall continue and remain in full force and effect.

本協議在本協議解除、免除或限制客戶在香港法律或任何其他有關法律下任何權利或經紀在上述法律下任何義務的範圍內並無效用。如果本協議的任何條文與聯交所、中央結算、聯交所期權結算所和／或任何有關交易所和／或任何結算所或對本協議的事項具有司法管轄權的任何其他有關主管當局或團體的任何現行或將來的法律、規則或規例不一致或成為不一致，則該等條文應被視為已按照任何上述法律、規則或規例予以刪除或修改。本協議應在一切其他方面持續並仍然具有十足效力及作用。

2. DEALING

交易

- 2.1. The Broker shall be authorized but not bound to act on an instruction given by the Client or the Authorized Person (if any) to carry out a Transaction (whether directly or through other dealers or otherwise). The Broker may at any time and from time to time impose any limits including position limits on any Account and the Client agrees not to exceed such limits. If any of the said limits are or to be exceeded, The Broker may decline such an instruction and/or is entitled to close the open position of the Transactions concerned. The Broker may in its absolute discretion refuse to act on any of the instructions received from the Client without

giving any reason, in particular for sell order without evidence of sufficient securities, or buy order without evidence of sufficient funds. The Broker is not in any circumstances liable in any way for any loss of profit or gain, damage, liability or cost or expense suffered or incurred by the Client arising from or in connection with The Broker's refusal to act on such instruction or omitting to notify the Client of such refusal.

經紀獲授權但無義務應客戶或獲授權人（如有）的指示進行有關交易（不論是直接或是透過其他交易商或其他人進行）。經紀可隨時或不時對任何有關帳戶施加任何限制，包括持倉限額，而客戶同意不超過該限制。如任何該等限制已經或將會超逾，經紀可拒絕有關指示，及/或將有關未完成的有關交易進行平倉。經紀可行使其絕對酌情權拒絕執行客戶的任何指示，並毋須提供任何原因，尤其當有賣盤時，缺乏持有足夠證券的證據，或遇買盤時，缺乏持有足夠資金的證據。無論如何，經紀無須就因或與經紀拒絕執行該等指示或不向客戶作出相關通知，而引起或有關之利益損失，或招致客戶損害、責任或支出，而承擔任何責任。

- 2.2. The Broker shall act as an agent of the Client and not as a principal in relation to any Transactions undertaken by The Broker under this Agreement except where The Broker gives notice (in the contract note for the relevant Transaction or otherwise) to the Client to the contrary.

就根據本協議進行的有關交易，經紀應以客戶的代理人身份行事，而非主事人身份，但經紀向客戶提供相反的通知以表不同（買賣單據上列明或以其他方式表示）除外。

- 2.3. The Client shall inform The Broker when a sell order in respect of securities which the Client does not own (that is, a short sale) and, where required, shall provide The Broker with the assurance in accordance with the SFO.

如沽售指示的有關證券並非客戶擁有（即賣空），客戶須通知經紀；如有需要，客戶須向經紀提供證券及期貨條例規定的保證。

- 2.4. Because of physical restraints on any Exchange or the very rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Broker may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". The Broker shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client or under the circumstances contemplated in this Clause. Where The Broker is for any reason whatsoever unable to perform the Client's order in full, it may in its discretion effect partial performance only. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

由於任何有關交易所的實質限制或由於經常發生非常急促的證券價格變化，在某些情況下提供價格或進行買賣時可能會出現延誤。經紀可能不能經常按於任何特定時間報出的價格或費率或按「最佳價」或按「市價」進行交易。經紀毋須就其沒有或未能遵守其代表客戶承擔的任何限價指示的條款或在本條款預期發生的情況下而引起的任何損失承擔任何責任。如果經紀因任何原因未能全部履行客戶的買賣指示，其可酌情決定只履行部分指示而已，當客戶作出執行買賣指示的要求，其在任何情況下均應接受經紀執行買賣指示的結果並受該結果的約束。

- 2.5. The Client acknowledges that it may not be possible to cancel or amend its instructions once given. The Client agrees to exercise caution before giving any instruction and accept full responsibility for the Transactions partially or fully executed prior to the processing of the Client's cancellation or amendment.

客戶明瞭當指示一經作出之後客戶未必能取消及更改該指示。故此客戶在發出指示時，應審慎行事，並願承擔就處理其取消或更改指示時，已經部份或全部執行之有關交易所引致的所有責任。

- 2.6. The Client hereby acknowledges that The Broker and HTF and their directors, employees and/or their associates may from time to time trade on their own accounts. Furthermore, the Client acknowledges the existence of The Broker's interest, relationship or arrangement that is material in relation to any instruction received or Transaction effected for the Client. In particular, The Broker may, without informing the Client:

- (a) effect Transactions through the HTF;
- (b) (subject to Clause 2.2) effect Transactions with the Client as principal for account of The Broker and its related parties including but not limited to any HTF company or its employees, or directors;
- (c) take position opposite to the order of the Client either for its own account or others;
- (d) match the Client's orders with those of other clients of The Broker; and/or
- (e) combine the Client's order with orders of The Broker or of HTF company or other clients of The Broker for execution;

and neither The Broker nor its related parties shall be obliged to account to the Client or any third party for any profits or benefits received in connection therewith. In event of insufficient securities to satisfy orders so combined as mentioned in the above paragraph (e), The Broker may in its absolute discretion allocate the transactions between clients, The Broker and HTF company, having due regard to market practice and fairness to the concerned clients. The Client acknowledges and accepts that such combination and/or allocation may on some occasions operate to the Client's advantages and on other occasions to the Client's disadvantages.

客戶特此承認，經紀及其董事、僱員或其相關聯人士可不時以他們本身的帳戶進行交易及（如屬經紀）以瑞豐國際證券有限公司的帳戶進行交易。並且，客戶承認就收取任何指示或代客戶進行的交易，經紀可能存在重大利益、關係或安排。尤其是經紀可在無須知會客戶的情況下：

- (a) 透過瑞豐國際為客戶進行有關交易；
- (b) （受制於第 2.2 條的規定）以主事人身份為經紀及其相關人士（包括但不限於任何瑞豐國際、其僱員或董事）與客戶進行有關交易；
- (c) 為經紀或其他人的帳戶，進行與客戶的買賣盤相反的交易；
- (d) 將客戶的買賣盤與經紀的其他客戶的買賣盤進行配對；及/或
- (e) 將客戶與經紀本身、瑞豐國際或經紀的其他客戶的買賣盤，合併一起，以便執行；

以及經紀或其相關人士不需就與其上述事項有關取得的任何利潤或利益向客戶或第三者作出交代。如上述（e）段中，達成交易的證券不足以應付所有經合併的買賣盤，經紀在適當地考慮市場慣例及客戶的公平後，有絕對酌情權在有關客戶、經紀及瑞豐國際之間分配該等交易。客戶確認和同意上述合併及/或分配會在若干情況下對客戶可能產生有利的情形而在其他情況下對客戶可能產生不利的情形。

- 2.7. All orders shall be made by the Client orally either in person or by telephone, or in writing, delivered by post, by hand or transmitted by facsimile or through Electronic Media (applicable to Account with Electronic Trading Service) at the Client's risk. The Broker may act on such instructions which The Broker believes to come from the Client without any duty to verify the capacity of the person giving the instruction. The Broker

shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond The Broker's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client hereby confirms and agrees that the Client shall be responsible to The Broker for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, The Broker may refuse to act on any of such instructions until The Broker receives unequivocal instruction(s).

一切買賣指示須由客戶當面或電話口授、或以書面用郵寄、親手遞送或透過傳真或電子媒介（適用於附有電子交易服務的有關賬戶）的傳送而作出的，其風險概由客戶承擔。經紀有權根據其有理由相信來自客戶的指示行事，並無責任查證發出指示的人士的身份。對於經紀因其不能控制的任何原因（包括但不限於傳送或電腦）延誤、錯誤或遺漏、罷工及類似的工業行動或任何交易商、交易所或結算所沒有履行其義務，而沒有履行在其本協議下的義務，經紀無須負責。並且客戶特此確認並同意，其應就以客戶名義作出或訂立的一切允諾、債務及任何其他義務向經紀負責，不論該等允諾、債務及任何其他義務是以書面或口頭形式發出和以何種方式傳達及宣稱已按上述情況發出。倘若經紀收到互相抵觸的指示時，經紀可拒絕執行任何此等指示，直至接到明確的指示為止。

- 2.8. The Client understands and confirms its agreement that The Broker may record conversations with the Client whether conducted on the telephone or through any other media or otherwise by tape or electronic means for security, control or record purposes.

客戶明白並確認，其同意經紀可以將經紀與客戶之間的談話（不論該談話是透過電話或以任何其他媒介或以錄音帶、電子方法或其他方式）進行錄音，使經紀能夠核證監控或記錄有關任何事項的資料。

- 2.9. All instructions relating to purchase or sale of securities or otherwise given hereunder which may be executed on more than one Exchange may be executed on any Exchange The Broker selects. The Broker may also in its discretion direct the instructions of the Client to other dealers for execution without giving any notification to the Client.

當經紀收到可在一個以上的交易所執行的一切買賣指示，經紀有權選擇在任何交易所執行。經紀也有權將客戶的指示委派其他交易商執行而無須通知客戶。

- 2.10. All the trading orders placed by the Client are good for the day and will be automatically cancelled at the close of business of the relevant Exchange to the extent not yet executed unless the Client has indicated to The Broker to the contrary.

除非客戶向經紀另有指明，客戶的買賣盤只會在落盤當日整日有效，而於有關交易所的當日營業結束時，尚未完成部份，將會自動取消。

- 2.11. Following execution of the orders of the Client, The Broker will send trade confirmations of the Transactions effected and relevant statements summarizing Transactions and securities and cash positions in the Account subject to Clause 2.7 of Additional Terms for Electronic Trading Services. Such trade confirmations and statements shall be conclusive and binding on the Client if not objected to in writing sent by registered mail to The Broker's office within three business days after transmission of the information contained in such confirmations and statements to the Client. The Broker may not provide the Client with monthly statements in relation to the Account in case during the relevant period there is no transaction or revenue or expense item and no outstanding balance or holding securities position in the Account.

經紀於完成執行客戶的買賣盤後，將會向客戶發出有關交易的交易確認書及結算單（惟須遵守電子交易服務之附加條款中第 2.7 條），扼要列出有關交易及有關帳戶的證券及現金狀況。如果該等交易確認書或結算單傳送給客戶後三個營業日內，客戶沒有以書面形式向經紀的辦事處發出掛號郵件提出異議，該等確認書及結算單便對客戶即具決定性和約束力。但如果有關月份內帳戶中沒有交易或收入或支出項目，且有關帳戶沒有存有未償餘額或持有證券，經紀無須向客戶提供有關月結單。

- 2.12. Subject to the applicable laws and regulations, The Broker may in its absolute discretion determine the priority in the executions of the orders received from its clients, 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 orders received by The Broker.

在受適用法律及規例制約的前提下，經紀會恰當地考慮收到客戶們指令的順序之後，可以全權決定執行指令的先後次序，就經紀執行收到的任何指令而言，客戶不得針對另一客戶被賦予優先權而作出索償。

- 2.13. If the services provided by The Broker to the Client are related to derivative products, including options, The Broker shall provide to the Client upon request product specifications and copies of prospectus and any other offering document relating to such products.

如果經紀有向客戶提供有關衍生產品（包括期權）的服務，經紀須按照客戶的要求向客戶提供有關產品的規格、任何發售文件的副本，以及其他要約文件。

- 2.14. The Client shall make the Client's own independent judgment and decision with respect to each instruction given to The Broker. The Broker is under no liability whatsoever in respect of any information or suggestion given by The Broker or any of its directors, officers, employees or agents irrespective of whether or not such information or suggestion is given at the Client's request.

客戶須就其向經紀作出的指示，作出客戶個人的獨立判斷及決定。經紀毋須就經紀或其董事、職員、僱員或代理人提供的任何意見或資料，不管是否詢客戶要求給予的，承擔任何性質的責任。

3. SETTLEMENT 交收

- 3.1. Unless otherwise agreed or The Broker is already holding sufficient cash or securities on the Client's behalf to settle the Transaction, in respect of each Transaction, the Client shall:

(a) pay The Broker cleared funds or deliver to The Broker securities in deliverable form; or

(b) otherwise ensure that The Broker has received such funds or securities, by such time as The Broker has notified (whether verbally or in writing) the Client in relation to the relevant Transaction.

就每宗有關交易而言，除非另有協議或經紀已經代客戶持有足以用作交收的現金或證券，否則，客戶須於經紀已經就有關交易通知客戶的交收時限前（不管口頭或書面）：

(a) 支付經紀可即時動用的資金或將證券以可交付之形式交付經紀；或

- (b) 以其他方式確保經紀已經收到此資金或證券。
- 3.2. Unless otherwise agreed, the Client agrees that if the Client fails to make such payment or delivery of securities by the due time as mentioned in Clause 3.1, The Broker is hereby authorized to:
- (a) in the case of a purchase transaction, transfer and/or sell the purchased securities; and
- (b) in the case of a sale transaction, borrow and/or purchase such securities in order to settle the Transaction.

除非另有協定，客戶同意，倘若客戶未有按照第 3.1 條在到期時限前付款予或將證券交付經紀，經紀於此獲授權：

- (a) 若為買入交易，轉讓或出售任何此等購入之證券；及
- (b) 若為賣出交易，借入及／或購入此等出售之證券，以完成有關交易。
- 3.3. The Client hereby acknowledges that the Client shall be responsible to The Broker for any loss, costs, fees and expenses incurred by The Broker in connection with the Client's failure to meet the Client's obligations by the due time as set out in Clause 3.1.
- 客戶於此確認，由於客戶未能按第 3.1 條規定在到期時限前履行責任而導致經紀承擔任何損失、費用、收費和開支，客戶必須就此向經紀負責。
- 3.4. If HTF has to obtain securities which HTF has purchased on behalf of Client in the open market, following the failure of the selling broker to deliver on the settlement date, Client shall be responsible for any difference in prices and all incidental expenses in connection with such open market purchase.
- 倘若瑞豐國際因賣方經紀未能在交收日交付證券，導致瑞豐國際必須在公開市場代表客戶取得該證券，客戶應負責支付任何差價以及在公開市場上購買該證券所需之一切附帶開支。

4. MONEY IN THE ACCOUNT(S)

帳戶中的款項

- 4.1. The money of the Client in the Account, after discharging all the indebtedness of the Client owing to The Broker, shall be treated and dealt with in compliance with the provisions of the SFO. The money of Client, after discharging all the indebtedness of the Client owing to The Broker (including without limitation for settlement of Transactions), which is received and held by The Broker on behalf of the Client in Hong Kong shall be deposited with a segregated account which is designated as a trust account or client account and maintained by The Broker in Hong Kong with an authorized financial institution or any other person approved by the SFC for such purpose. The Broker may pay the money of the Client out of the segregated account in accordance with a standing authority pursuant to the SFO.

客戶於帳戶中款項（在解除客戶欠經紀的所有債務後）所獲取的對待及處理須符合證券及期貨條例的規定。經紀代客戶於香港收取並持有的有關款項（在解除客戶欠經紀的所有債務後（包括但不限於由交收有關交易所引致的債務）將被存入經紀在認可財務機構或獲證監員會批准的任何其他人士處在香港維持指明為信託帳戶或客戶帳戶的獨立帳戶。經紀可根據證券及期貨條例的規定，按照常設授權，從獨立帳戶中提取客戶的款項。

- 4.2. For so long as there exists any indebtedness to The Broker on the part of the Client, The Broker may refuse any withdrawal of money in the Account and the Client shall not without consent of The Broker withdraw any such money.

只要客戶仍欠經紀任何債項時，經紀有權拒絕客戶提取款項的要求，以及客戶在未獲經紀事先同意時，無權提取任何款項。

- 4.3. The Broker may but is not obliged to pay to the Client interest accrued on any money of the Client in the Account at a rate as may be determined by The Broker from time to time at its absolute discretion taking account of prevailing market rates.

經紀可以（但並非必須）向客戶支付有關帳戶中的客戶款項所累計的利息，該等利息按經紀不時以其絕對的酌情權決定利率（會參考當時市場利率）計算。

- 4.4. Without prejudice to any other rights and remedies available to The Broker, The Broker is authorized to dispose of any of the securities or securities collateral (and The Broker shall have the absolute discretion to determine which securities and securities collateral and such quantities are to be disposed of) from time to time received from or held on behalf of the Client in settlement of any liability owed by or on behalf of the Client to The Broker or a third person.

在不損害經紀可能享有的任何其他權利和補償的情況下，經紀獲授權處置，不時經紀由客戶收取或代客戶持有的證券或證券抵押品（經紀絕對有權決定處置那一類證券及證券抵押品及有關數量），以履行客戶對經紀或其他第三人負有的法律責任。

- 4.5. Without prejudice to the right of The Broker under Clause 7, in respect of any amount in an Account receivable from the Client (including such amount arising from purchase of securities by the Client) and any amount in an Account payable to the Client (including such amount arising from sale of securities by the Client), the Client hereby authorizes The Broker to set-off the aforesaid amounts in the Account against each other. As such, The Broker is entitled to record the amounts of Transactions in an Account on a rolling balance basis.

在不損害經紀根據第 7 條可享有的權利和補償，就有關帳戶中客戶應收款項（包括由賣出證券而產生的款項）及有關帳戶中客戶應付款項（包括由買入證券而產生的款項），客戶謹此授權經紀將上述兩類款項互相抵銷。就此，經紀可以滾轉餘額形式記錄有關帳戶中的有關交易款項。

5. CHARGES, COSTS AND EXPENSES

收費及費用

- 5.1. The Client agrees to pay to The Broker all commissions, brokerage or other remuneration payable on all Transactions (including those pursuant to Clause 6) at the rates established from time to time by The Broker. The Client also agrees to reimburse The Broker on a full indemnity basis for all applicable levies (including but not limited to levies imposed by the Exchanges, Clearing Houses and the SFC), fees, stamp duties, expenses and other charges in respect of or connection with the Transactions. Commissions and brokerage are subject to change from time to time and can be ascertained by contacting The Broker. The Broker may impose additional charges for special services furnished at the request of the Client.

客戶同意按照經紀不時釐定的比率，支付經紀關於有關交易（包括任何根據第 6 條進行的交易）之所有佣金和其他報酬。客戶亦同意按足額彌償基準，償還經紀關於有關交易之一切相關徵費（包括但不限於交易所、結

算所及證監會徵收之費用)、支出和其他收費。佣金率會不時變動,而客戶亦可聯絡經紀了解有關變動。經紀可因應客戶的要求所提供的特別服務而釐定及收取額外費用。

- 5.2. In addition to the charges payable under Clause 5.1, the Client agrees to pay The Broker the following:
- (a) all subscription, service and usage fees are payable in advance in the manner as prescribed by The Broker and such fees are non-refundable;
 - (b) any fee/levies charges by Exchanges or other authorities;
 - (c) any other reasonable fees and charges imposed by The Broker from time to time for services and facilities rendered to the Client; and
 - (d) interest on all outstanding sums at such rate and at such mode as The Broker shall determine, and The Broker may at its discretion vary the rate of such fees and subscription at any time and from time to time without notice. The Broker is authorized at any time without prior notice to debit the Client any fees and expenses to any of the Accounts.

除了根據第 5.1 條應付的費用外,客戶並同意向經紀支付下列費用:

- (a) 依照經紀訂明之訂購、服務及使用費用,客戶須預繳該等費用,而該等費用為不可退還;
- (b) 任何交易所或其他授權機構收取之任何費用/徵費;
- (c) 為向客戶提供服務及設施,經紀不時收取之任何其他合理費用及收費;及
- (d) 未結清總額之利息,須根據經紀釐定之利率計算及方式支付

不論以上條文如何,經紀可隨時或以酌情權於任何時間在不作出知會的情況下更改該等費用。經紀獲授權可無須事先通知而隨時在客戶的帳戶扣除任何費用及開支。

5.3. The Client acknowledges:

- (a) that every purchase or sale recorded on the stock market operated by SEHK or notified to the SEHK is subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO and the cost of each such charge and levy attributable to the Client shall be borne by the Client; and
- (b) that in the case of a default committed by The Broker or its associated persons in connection with securities listed or traded on a recognized stock market (including SEHK) as defined under SFO and the Client having suffered pecuniary loss thereby, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly that there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part, or at all. For Transactions which are effected in an exchange other than a recognized stock market (as defined under the SFO), the Client hereby acknowledges and accepts that the valid claims in event of any default on the part of The Broker or its associated

客戶知悉:

- (a) 每宗證券買賣已在聯交所營辦的證券市場記錄或通知聯交所,須繳付投資者賠償基金徵費以及根據證券及期貨條例徵收的徵費;以及可歸咎於客戶的上述每項收費及徵費須由客戶負擔;及
- (b) 如果經紀或經紀之關聯人士所觸犯的違責是關於任何在或將會在認可證券市場(根據證券及期貨條例所界定並包括聯交所)上市或交易而觸犯的及該等證券的關聯資產而觸犯有失責行為導致客戶遭受金錢上的損失,投資者賠償基金的法律責任僅限於證券及期貨條例及有關附屬法例內所規定的有效索償,並須受制於《證券及期貨(投資者賠償—賠償限額)規則》內所訂的金額上限;因此,並不保證客戶能夠從賠償基金收回全部或一部分或甚至不能收回因該失責行為而蒙受任何金錢上的損失。就一切在認可證券市場以外之交易所進行的證券買賣,若經紀或經紀之關聯人士有所觸犯的違責,客戶知悉並接納有效索償須受制於有關交易所的規則約束。

5.4. The Client hereby agrees to the imposition upon its Account or Accounts from time to time as The Broker may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as The Broker may from time to time determine.

倘有關帳戶的平均貸方餘額低於經紀不時決定之最低金額,客戶同意經紀對有關帳戶有權收取經紀不時規定的最低收費。

5.5. The Client agrees that The Broker is entitled to solicit, accept and retain for The Broker's own benefit any rebate, brokerage, commission, fee benefit, discount and/or other advantage from any Transaction effected by The Broker. The Broker may also offer at its absolute discretion any benefit or advantage to any person in connection with such Transaction.

客戶同意經紀有權以其本身利益,索取、接受及保留任何為客戶與任何人士完成之任何有關交易而產生之回佣、佣金、費用利益、回扣及/或類似的益處。經紀亦可以行使其絕對酌情權向任何人士提供就該等有關交易有關之利益或益處。

5.6. Client agrees that HTF may:

- (a) without further disclosure to Client, receive, accept and retain for HTF's own account(s) and benefit absolutely from any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of Client in any respect) of any profit, rebate, reallowance, brokerage, commission, fee, benefit, profit, discount and/or other advantage arising out of or in connection with the provision of services to or handling of transactions for Client. Client agrees that the consent given hereunder shall constitute a permission or lawful authority for the purpose of Section 9 of the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong); and
- (b) without further disclosure to Client, pay to any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of Client in any respect), any profit, rebate, reallowance, brokerage, commission, fee, benefit, profit, discount and/or other advantage arising out of or in connection with the provision of services to or handling of transactions for Client. Client agrees that the consent given hereunder shall constitute a permission or lawful authority for the purpose of Section 9 of the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong).

客戶同意瑞豐國際可以:

- (a) 在沒有進一步向客戶披露的情況下,接收、接受和保留任何來自經紀或承銷商或發行人或任何其他第三方(其可以或可以不在任何方面作為客戶的代理)因向客戶提供服務或處理交易所產生或有關的任何利潤、回扣、補貼、經紀佣金、佣金、費用、利益、利潤、折扣及/或其他利益。客戶同意本協議項下的同意應構成<防止賄賂條例>(香港法例第 201 章)第 9 條所指的許可或合法權限;

- (b) 在沒有進一步向客戶披露下，支付任何經紀或承銷商或發行人或任何其他第三方（他可以或可以不在任何方面作為客戶的代理）任何為客戶提供服務或處理交易所產生或有關的利潤、回扣、補貼、經紀佣金、費用、利益、利潤、折扣及／或其他利益。客戶同意本協議項下的同意應構成〈防止賄賂條例〉（香港法例第 201 章）第 9 條所指的許可或合法權限。

6. DEFAULT

失責

6.1. The following shall constitute events of default (the “Events of Default”):

- (a) the Client's failure to provide sufficient cash or securities under Clause 3.1 to fulfill settlement obligations of any Transaction;
- (b) the Client's failure to provide sufficient Collateral within the time limit upon call from The Broker, deposits, purchase consideration or any other sums payable to The Broker, to submit documents or to deliver securities to The Broker hereunder when called upon to do so or on due date;
- (c) (for Client being an individual) the death of the Client or the Client becoming incapacitated from due performance of the terms and conditions of the Agreement;
- (d) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Client;
- (e) the levying of an attachment against any Account;
- (f) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement;
- (g) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to The Broker being or becoming incorrect in any material respect;
- (h) any of the consents, authorizations, approvals, licenses, or board resolutions required by the Client to enter into this Agreement being modified in a manner unacceptable to The Broker or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect;
- (i) the continued performance of this Agreement becomes illegal or claim by any government authority to be illegal;
- (j) the Client being in breach, voluntary or otherwise, of any of the conditions contained herein or of the constitutions, rules and regulations of any Exchange or Clearing House;
- (k) material adverse change in the financial position of the Client;
- (l) the occurrence of any event which, in The Broker's sole discretion, The Broker feels shall or might put in jeopardy The Broker's rights conferred under this Agreement;
- (m) Breach of representation: any statement, representation, warranty or undertaking made, repeated or deemed to have been repeated by Client in this Agreement or in any notice or other document delivered to HTF or any member of the Group in connection with this Agreement that is or proves to have been incorrect or misleading when made, repeated or deemed to have been repeated;
- (n) Breach of other obligations: Client fails to perform or comply with any of its other obligations under the Agreement or any agreement between Client and any member of the Group and, if that failure is capable of remedy, and does not remedy such failure to the satisfaction of HTF immediately following receipt of notice from HTF or any member of the Group requiring it to do so;
- (o) Client convenes a meeting for the purpose of making or proposes and/or enters into, any arrangement or composition for the benefit of its creditors;
- (p) Client, without the consent in writing of HTF, stops payment to Creditors generally or (if applicable) Client (otherwise than for the purpose of such an amalgamation, merger or reconstruction as is referred to in Clause 6 (d) above ceases or threatens to cease to carry on its business or any substantial part thereof or be deemed, for the purposes of Section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong), to be unable to pay its debts or disposes or threatens to dispose of the whole or a substantial part of its undertaking or assets; and
- (q) Judgment of Court Order: where Client is a partnership or a sole proprietorship, or any of its partners or the sole proprietor shall have any judgment of order of Court made or any execution levied against his goods chattels or properties, dies, becomes of unsound mind and/or insane.

下列各項應構成失責事件（「失責事件」）

- (a) 客戶未能提供足夠金錢或證券，以履行第 3.1 條所述的交收責任；
- (b) 客戶未能應經紀要求及時提供足夠的有關抵押品或未能將應繳給經紀的資金、購買代價或其他任何款項支付給經紀，或未能按本協議將任何文件呈交經紀或將證券交付經紀；
- (c) 客戶（為個人）去世或喪失妥善履行本協議的任何條款和條件之能力；
- (d) 就客戶提交破產或（視屬何情況而定）清盤呈請或展開其他類似的程序，或委任破產管理人；
- (e) 針對任何有關帳戶執行扣押；
- (f) 客戶沒有妥善履行或遵守本協議的任何條款和條件；
- (g) 在本協議所作或根據本協議所作的，或在交付給經紀的任何證書、陳述書或其他文件所作的任何陳述或保證在任何重大方面是或成為不正確；
- (h) 客戶簽立本協議所需的任何同意、授權、批准、特許或董事會決議以經紀不能接受的方式修改，或全部或部分被撤銷、撤回、吊銷或終止或期滿且沒有續期或沒有保持十足效力及作用；
- (i) 本協議的持續履行構成不合法，或經任何政府部門宣稱不合法；
- (j) 客戶自願或不自願地違反本協議所載的任何條件或任何有關交易所或結算所的章程、規則和規例的條件；
- (k) 客戶的財政狀況發生重大不利變更；
- (l) 發生經紀按其全權酌情決定權認為使或可能會使經紀就本協議中的權利受到危害的事件；
- (m) 違反陳述、聲明：任何客戶在本協議或送達瑞豐國際或任何集團成員並有關本協議之任何通知或其他文件內，作出、重申或被視作為重申之任何陳述、聲明、保證或承諾，在作出、重申或被視作重申時，該陳述、聲明、保證或承諾是不正確或具誤導性，或被證實作出、重申或被視作重申時，該陳述、聲明、保證或承諾已是不正確或已具誤導性；
- (n) 違反其他責任：客戶未能履行或遵從本協議或客戶與任何集團成員間之協議下其任何其他責任及若該違反行為乃可補救的，但客戶未能在收到瑞豐國際或任何集團成員要求補救之通知後立即作出補救並達至

令瑞豐國際滿意；

- (o) 客戶召集會議，該會議目的是為客戶的債權人利益而作出任何債務重整協議或償還安排，或客戶提出及／或訂立任何為客戶的債權人利益的債務重整協議或償還安排；
- (p) 未經瑞豐國際書面同意，客戶停止向債權人支付款項或者（如適用）客戶（以以上第 16.1.4.1 條所述之兼併、合併或重組為目的者除外）停止或威脅要停止其業務或其任何實質部份，或根據公司（清盤及雜項條文）條例第 178 條（香港法例第 32 章）被視為無法償還債務，或者處置或威脅要處置其業務或資產之全部或實質部份；及
- (q) 判決或法庭命令：當客戶乃合夥經營商號或獨資商號，就任何其合夥人或獨資經營者的貨物、動產或財產，法庭作出判決或頒令，或對該等貨物、動產或財產進行強制執行，或者任何合夥人或獨資經營者經已死亡、精神不健全及／或精神錯亂。

- 6.2. Without prejudice to any other right or remedy which The Broker may have, if any one or more Events of Default occur, The Broker shall be authorized, in its absolute discretion, to take one or more of the following actions no matter separately, successively or concurrently (but shall not be bound to take any such action):
- (a) Cover any short position in the Account through purchase of securities on the relevant Exchange and subject to Clauses 3.1 and 3.2 and/or liquidate any or all of the Collateral;
 - (b) Cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client and/or decline to take any orders from the Client;
 - (c) Call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of The Broker as security for the Account(s);
 - (d) set-off, combine, consolidate, realize and/or sell all or any of the accounts maintained by the Client with The Broker and any HTF company (including any money or client securities or Collateral or other properties under such accounts);
 - (e) Close out without recourse any or all open positions under the Account;
 - (f) borrow or buy in any property whatsoever found necessary by The Broker or required to make delivery against any sale (including a short sale) effected for the Client;
 - (g) Exercise any of its rights under this Agreement; and/or
 - (h) Terminate this Agreement forthwith,

PROVIDED ALWAYS THAT a prior tender, demand for any Collateral or deposit or call of any kind from The Broker, or prior or outstanding demand or call from The Broker, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of The Broker's rights granted by this Agreement.

如果發生一宗或多宗失責事件，經紀應獲授權按其絕對酌情決定權採取下列一個或多個行動，但並不一定要採取任何該等行動，而且不損害經紀可能享有的任何其他權利和補償：

- (a) 在有關交易所，購買證券以填補有關帳戶的空倉，或受制於第 3.1 條及第 3.2 條，出售有關抵押品（部份或全部）；
- (b) 取消代表客戶作出的任何或一切未完成買賣盤或合約或任何其他承諾及／或拒絕接受客戶的買賣盤；
- (c) 要求履行任何擔保，包括但不限於可能作為有關帳戶的抵押品而發給經紀或以經紀為受益人的任何擔保書和信用狀；
- (d) 抵銷、合併、綜合、變現和／或出售全部或任何客戶與經紀或任何瑞豐國際開立之帳戶（包括該等有關帳戶中的任何款項、客戶證券、有關抵押品或其他財產）；
- (e) 將任何或一切客戶持有的未平倉合約予以平倉而無追索權；
- (f) 就為客戶進行的任何出售（包括沽空）、借入或買入經紀認為必要或作出交付所需的任何財產；
- (g) 行使根據本協議的任何權利；及／或
- (h) 立即終止本協議，

然而，經紀發出事先提交、要求提供抵押品或按金或任何種類的催繳通知書，或經紀發出事先或未了結的要求或催繳通知書，或買賣的時間和地點的通知，不應被視為放棄本協議授予經紀的任何權利。

- 6.3. In the event of sale of any client securities or the Collateral or liquidation of the Accounts in Clauses 6 or 7, The Broker shall not be responsible for any loss occasioned thereby howsoever arising if The Broker has already used reasonable endeavours to sell or dispose of any of client securities and the Collateral and/or close out or liquidate any outstanding position in the Account under the prevailing market conditions. The Broker is also entitled to exercise its absolute discretion in determining the time of the aforesaid sale or disposal or liquidation and to sell or dispose of any of such properties at current market price to any HTF company (including The Broker) without any responsibility for any loss occasioned or being accountable for any profit made by any HTF company.

依照第 6 條及第 7 條作出任何出售客戶證券、有關抵押品或斬倉時，無論由於何種原因導致任何損失，只要經紀已經作出合理的努力，根據當時市場情況出售或處置部分或全部客戶證券或有關抵押品及／或將有關帳戶中任何持倉平倉或斬倉，經紀則不須為此等損失負責。經紀有絕對酌情權，決定何時沽出或處置上述有關抵押品及／或將任何持倉平倉或斬倉，亦有權以當時市場價格轉讓給瑞豐國際（包括經紀）任何客戶證券或有關抵押品，如因此導致客戶任何損失，及對瑞豐國際因此取得之利益，經紀概不負責。

- 6.4. After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 6.2, The Broker may apply any remaining proceeds to the payment of any liabilities the Client may have to The Broker; and in the event such proceeds are insufficient for the payment of liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to The Broker and indemnify and hold The Broker harmless against any differences or deficiencies arising therefrom or in any Account, together with interest thereon and all professional costs (including solicitor's and counsel's fees on a full indemnity basis should The Broker in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by The Broker in connection with the enforcement of any outstanding position in the Account which shall be for the account of the Client and properly deductible by The Broker from any funds of the Client in its possession.

在扣除就採取第 6.2 條所述的任何行動所招致的一切費用和支出後，經紀可將任何剩餘收益用於支付客戶可能欠下經紀的任何債務；並且如果該等收益不足以支付債務，則儘管仍未到原來規定結算時間，客戶須應要求立即向經紀支付因此產生的或在任何有關帳戶的任何差額或不足之數，連同其利息和一切專業費用（如果經紀按其絕對酌情權將該事宜提交法律顧問，則包括以完全彌償基準賠償律師費用和大律師費用）及／或經紀就執行於帳戶尚未完成的交易而招致的支出須由客戶支付且可由經紀從其管有的客戶的任何資金適當扣除的支出，並且客戶須就該等差額或不足之數、利息、專業費用和支出對經紀作出彌償，使經紀不受上述各項的損

害。

- 6.5. Without prejudice to Clause 6.4, The Broker may place any of the proceeds obtained from performing any actions in Clause 6.2 to the credit of a suspense account with a view to preserve the rights of The Broker to prove for the whole of The Broker's claim against the Client in the event of any proceedings in or analogous to bankruptcy, liquidation or arrangement for so long as The Broker in its absolute discretion determines without any obligation to apply the same or any part thereof in or towards discharge of any debts or liabilities due to or incurred by the Client to The Broker.

在沒有損害上述第 6.4 條條款的情況下，經紀可有絕對的酌情權將根據第 6.2 條所得任何款項存放於一個暫時帳戶內的貸方，經紀無須將全部或部份所得用以抵銷客戶對經紀之負債，藉以保留經紀於客戶破產、清盤、債務安排或類似程序出現時，經紀可作全數債權證明之權利。

- 6.6. The Client acknowledges that the rights of The Broker is entitled to exercise under this Clause 6 are reasonable and necessary for its protection having regard to the nature of the securities, in particular the volatility in the prices of securities.

考慮到進行證券業務的性質，特別是證券價格的波幅，客戶確認經紀根據第 6 條可行使的權利為合理的及必要的保障。

7. LIEN AND SET OFF

留置權及抵銷權

- 7.1. In addition to and without prejudice to any general liens, right of set-off or other similar rights to which The Broker is entitled under law or this Agreement, all securities, receivables, money (in any currency) and other property of the Client (held by the Client individually or jointly with others) held by or in possession of The Broker at any time shall be subject to a general lien in favor of The Broker as continuing security to offset and discharge all of the Client's obligations, arising from the Transactions or otherwise, to The Broker and any HTF Company.

在不損害經紀依照法律或本協議有權享有的一般留置權、抵銷權或相類似權利及本條款項下的權利為額外附加權利前提下，對於客戶交由經紀持有或在經紀存放之所有證券、應收帳、以任何貨幣款項及其他財產的權益（包括個人或聯名客戶），經紀均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行有關交易或其他原因而對經紀及瑞豐國際負上的所有責任。

- 7.2. In the event that the Client has more than one accounts (of any nature whatsoever including accounts of other clients guaranteed by the Client and whether in single or joint names) maintained with The Broker or any HTF company, in addition to and without prejudice to any general liens or similar rights, The Broker may by itself or as agent of any HTF company at any time, and without notice to the Client, combine or consolidate all or any of them and set-off or transfer any monies or any other properties standing to the credit of any one or more of them in or towards satisfaction of any of the liabilities to The Broker or the HTF company of the Client on any such accounts or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of dealings in securities (including Exchange Traded Options) or under guarantees or indemnities or any other instruments whatsoever given or assumed by The Broker at the Client's request, whether such liabilities are present or future, actual or contingent, primary or collateral and joint or several.

如果客戶擁有超過一個與經紀或瑞豐國際開立的帳戶（任何性質的且不論是個人名義或聯名的），經紀可以其自身名義或作為瑞豐國際之代理人在任何時候在沒有向客戶發出通知的情況下合併或綜合所有或任何該等帳戶，並抵銷或轉撥存於任何一個或多個該等帳戶貸方的任何款項、證券和其他財產以償還客戶在任何該等帳戶或在任何其他方面欠下經紀或瑞豐國際的任何債務，包括任何未過期之定期的或有關證券交易（包括交易所買賣的期權）的貸款或通融下的債務，或經紀應客戶的要求作出或承擔的任何擔保或彌償或任何其他文據下的債務，不論該等債務是現在或將來的、實質或所有的、基本的或附帶的及共同或各別的。

- 7.3. Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by The Broker and binding in all respects upon the Client) utilized by The Broker in The Broker's normal course of business for such currencies at the time of the combination or set-off.

如果任何該等抵銷或合併需要將一種貨幣兌換為另一種貨幣，該兌換應按在進行合併或抵銷時經紀在其正常業務運作中就該等貨幣所用的匯率（由經紀決定，並在一切方面對客戶有約束力）計算。

- 7.4. The right of set off in this Clause 7 is a continuing security and is in addition and without prejudice to any security interest The Broker may now or hereafter hold. In respect of any payments to set off any liabilities or obligations of the Client to any other HTF Company, The Broker shall not be concerned with whether or not such liabilities or obligations exist provided demand has been made on The Broker by any other HTF Company.

本第 7 條條文賦予的抵銷權利將為一持續性抵押及將會附加於和不會損害任何經紀現時或以後所持的抵押品。有關以任何付款以抵銷客戶於其他瑞豐國際集團成員的任何負債或義務，經紀只需接獲其他瑞豐國際集團成員的要求，而毋須顧及該負債或義務是否存在。

- 7.5. Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which The Broker may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set off arising by law or rights granted to The Broker by Clause 6 or 7 or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by The Broker.

本協議內的任何規定不應限制任何一般留置權或經紀根據法律或其他依據而可能享有的其他權利或留置權的實施，並且根據本協議授予的抵銷權利是在根據法律而產生的一般抵銷權利或第 6 條或第 7 條授予經紀的權利或經紀現在或此後持有的任何留置權、擔保、匯票、票據、抵押或其他保證之外的權利，並且不損害上述各項權利。

8. ASSIGNMENT AND SUCCESSION

轉讓及繼任

- 8.1. The Client shall not assign any rights or obligations under this Agreement without prior consent of The Broker. 在未有獲得經紀同意下，客戶不可轉讓本協議的任何權利或義務。

- 8.2. Subject to the provisions of the SFO and any applicable law, The Broker may assign any rights or obligations under this Agreement to another person after written notice to the Client.

在遵守證券及期貨條例及任何適用法律的前提下，經紀可在書面通知客戶後轉讓本協議的任何權利或義務予

其他人。

- 8.3. All the provisions of this Agreement shall survive any changes or successions in The Broker's business and shall be binding, where the Client is a corporation upon its successors, where the Client is a partnership upon the partners and their personal representatives, and where the Client is an individual upon his personal representatives.

本協議的全部條文應在經紀的業務變更或繼承後仍然有效；如果客戶是一家公司，該等條文應對其繼任人員約束力；如果客戶是合夥企業，則該等條文對合夥人及他們的遺產代理人具約束力；如果客戶是任何個人，則該等條文對其遺產代理人具約束力。

9. NO WAIVER

不放棄

- 9.1. The Client acknowledges that no act, omission to act or forbearance by The Broker or any of its employees, servants or agents shall be, or be deemed to be a waiver by The Broker of any rights against the Client or against Collateral, or any assets of the Client on hand with The Broker.

客戶確認，經紀或其任何僱員、受僱人或代理人的任何行為、不行為或寬容不是或不應當作是經紀放棄針對客戶或針對客戶存於經紀的任何資產的任何權利。

- 9.2. Save as expressly provided in this Agreement, no failure to exercise, or delay in exercising, on the part of any part thereto any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by HTF shall be effective unless it is in writing. The rights and remedies of HTF are cumulative and not exclusive of any rights or remedies provided by the Laws. 除在本協議中另有明確規定之外，任何本協議一方沒有行使或延遲行使其在本協議下之任何權利、權力或特權，不構成對該權利、權力或特權之豁免；任何單獨或部分行使任何權利、權力或特權，並不排除對該權利、權力或特權之其他或進一步行使，亦不排除行使任何其他權利、權力或特權。瑞豐國際對於其權利之豁免，除非採用書面形式通知，否則一律無效。瑞豐國際之權利及補償權是累計的，包括法例賦予其之任何權利及補償權。

10. LIABILITIES AND INDEMNITY

法律責任及彌償

- 10.1. Neither The Broker, nor its directors, employees, agents or representatives (the "Relevant Persons") shall under any circumstances whatsoever be liable to the Client (whether under contract, in negligence or otherwise) in the absence of bad faith or willful default of or by the Relevant Persons in respect of any loss, damage, injury sustained or liability incurred by the Client by reason of:

- (a) any act, advice, statement (express or implied), default or omission of the Relevant Persons, whether such loss, damage, injury or liability be caused by breach or otherwise by the Relevant Persons or howsoever caused; or
- (b) any conditions or circumstances which are beyond the reasonable control or anticipation of the Relevant Persons including but not limited to any delay in transmission of orders due to whatsoever reason, failure of electronic or mechanical equipment, telephone or other interconnection problems, unauthorized use of Access Code, prevailing fast moving market conditions, governmental agency or exchange actions, theft, war, severe weather, earthquakes and strikes; or
- (c) The Broker exercising any of its rights conferred by the terms of this Agreement.

在經紀、其董事、僱員或代理人（「有關人士」）沒有任何惡意或故意失責的情況下，有關人士於任何情況下，在法律上均不負責（不管是合約、疏忽或其他責任）客戶因以下事件遭受的任何損失、損害、傷害或法律責任：

- (a) 有關人士的任何行為、意見、陳述（明示或暗示的）、失責或不行為，不論上述損害或法律責任是否由有關人士的違約或其他所引起或如何引起；或
- (b) 出現不受有關人士可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，任何原因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，未獲授權使用登入密碼，市場持續急劇變化，政府機構或交易所的行動、盜竊、戰爭、惡劣天氣、地震以及罷工；或
- (c) 經紀行使本協議條款授予的任何權利。

- 10.2. The Client agrees to indemnify the Relevant Persons against and hold the Relevant Persons harmless from all expenses, liabilities, claims and demands arising out of the following, in the absence of bad faith or willful default of or by the Relevant Persons:

- (a) anything lawfully done or omitted to be done by the Relevant Persons in connection with this Agreement; or
- (b) any breach by the Client of its obligations under this Agreement.

在有關人士沒有任何惡意或故意失責的情況下，客戶同意對有關人士因以下事件而發生的一切支出、法律責任、申索和要求作出彌償，致使有關人士各人免受任何損害：

- (a) 有關人士根據本協議合法地作出或不作出的任何事情；或
- (b) 客戶沒有履行本協議的任何義務責任。

- 10.3. Client undertakes to indemnify and to keep indemnified HTF and its officers, employees and agents on a full indemnity basis from and against losses, damages, interest costs, actions, demands, claims, proceedings, expenses, costs (including, without limitation, legal costs and costs reasonably incurred in collecting debts from Client) and liabilities of whatsoever nature (other than those resulting from fraud or willful default on HTF's part) incurred, suffered or sustained by or made or brought against or threatened to be made or brought against each or any of them directly or indirectly arising out of or in connection with the performance of any act or the exercise of any right or discretion or any inaction taken or chosen by or for HTF and/or any member of the Group pursuant to this Agreement, or arising directly or indirectly from any act or omission by Client whether or not constituting a breach of any of its obligations under this Agreement or the occurrence of any Event of Default or directly or indirectly as a consequence of reliance on by HTF or any of its officers, employees or agents any representation stated in this Agreement or any information provided by or for Client or directly or indirectly as a result of acting on by HTF or any of its officers, employees or agents any instruction, signature, instrument, notice, resolution, request, certificate, report or other document believed to be signed or given by the proper party(ies), whether the same is given verbally or in written form and

whether the same is an original, facsimiled or electronic copy.

客戶承諾彌償瑞豐國際及其高級人員、僱員及代理人，每一位或任何一位直接或間接因或就由或代瑞豐國際及／或任何集團成員按本協議而作出任何行動或行使任何權利或酌情權或採取或選擇任何不行動，直接或間接由於客戶的任何行動或遺漏，不論是否構成違反客戶於本協議下之任何責任或發生任何違約事項，或瑞豐國際或其任何高級人員、僱員或代理人直接或間接因依賴本協議所述之任何陳述、聲明或由或代客戶提供之任何資料，或瑞豐國際或其任何高級人員、僱員或代理人直接或間接因依賴相信由適當一方或各方簽署或作出的任何指令、簽署、文據、通知、決議案、要求、證書、報告或其他文件（不論乃口頭或書寫作出，亦不論是原版本、傳真版本或電子版本），而招致承擔或面臨或遭興訟或被威脅興訟的一切損失、損害賠償、利息支出、訴訟、要求、索償、法律程序、費用、支出（包括但不限於法律費用及因向客戶追債而合理地招致之費用）及責任（不論屬任何性質但由瑞豐國際方面欺詐或故意失責而造成者除外），客戶並承諾確保瑞豐國際及其高級人員、僱員及代理人免受損害。

- 10.4. If any Claim is made against HTF or Client in connection with this Agreement, HTF may, without prejudice to Clause 10.1 above, take any such steps at its sole discretion, including the withholding of payment or delivery to Client of any money or securities.

倘若瑞豐國際或客戶遭受有關本協議的任何申索，在不影響上述第 10.1 條之原則下，瑞豐國際可酌情決定採用任何步驟，包括扣起向客戶支付或交付之任何款項或證券。

11. WARRANTIES AND UNDERTAKINGS

保證及承諾

- 11.1. The Client hereby undertakes, represents and warrants on a continuing basis that:

- (a) the information given by the Client, or on the Client's behalf, to The Broker in the Client Information Statement or otherwise in connection with the opening of any Account is true, full and complete and The Broker shall be entitled to rely on such information until The Broker receives written notice from the Client of any changes thereto;
- (b) it has the authority and capacity to enter into and execute this Agreement and no one except the Client (unless otherwise disclosed to The Broker pursuant to Clause 13) has an interest in the Account(s);
- (c) save as disclosed by the Client to The Broker pursuant to Clause 13 with the consent given by The Broker:
 - (i) the Client enters this Agreement as a principal and is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the person(s) signing this Agreement as the Client has or will have any beneficial interest in this Agreement; and
 - (ii) the Client is the ultimate beneficiary of the Account and the person ultimately responsible for originating instruction about Transactions;
- (d) this Agreement and its performance and the obligations contained in it do not and will not contravene any applicable laws and regulations, contravene any provisions of the memorandum and articles or bye-laws (for corporate client), or constitute a breach or default under any agreement or arrangement by the Client is bound;
- (e) subject to any security interest of any HTF company and the information disclosed to The Broker, all properties including but not limited to 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 and the Client will not charge, pledge or allow to subsist any charge or pledge or grant any option over such properties without The Broker's prior consent;
- (f) the Client has received, read and understood the contents of the Risk Disclosure Statement and the Client has sufficient experience to assess the suitability of the Transactions contemplated under this Agreement;
- (g) where the Client or any one of them is a body corporate (in respect of such person):
 - (i) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;
 - (ii) this Agreement has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;
 - (iii) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to The Broker are true and accurate and still in force; and
 - (iv) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up the Client;
- (h) where the Client or any one of them is an individual, the Client is legally capable of validly entering into and performing this Agreement and is of sound mind and legal competence and is not a bankrupt; and
- (i) where the Client is a partnership and business is carried on under a firm's name, this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise.

客戶特此向經紀作出以下持續的承諾、聲明和保證：

- (a) 客戶或代客戶向經紀就開立任何有關帳戶而發給經紀的客戶資料報表或其他文件中的資料全屬真實、全面和完整的；
- (b) 客戶有權和能力訂立和簽立本協議，並且除客戶外沒有任何人在有關帳戶擁有任何權益，除非已向經紀根據第 13 條作出披露；
- (c) 根據第 13 條作出披露並獲得經紀的同意除外：
 - (i) 客戶以主事人身份簽立本協議，並且客戶本身獨立進行交易而不是作為任何其他人的代名人或受託人而進行交易，而且不存在客戶以外的任何人在本協議中或在根據本協議作出的任何有關合約中擁有或將擁有任何權益的安排；及
 - (ii) 客戶為有關帳戶的最終受益人及為最初負責發出有關交易指示的人士；

- (d) 本協議及其履行及所載的義務不會及將不會違反任何適用的法規、違反公司章程條文或附例（如客戶是法團）、或構成客戶受其約束的協議或安排所指的違反或失責事宜；
- (e) 受制於任何本集團公司之抵押品權益及已向經紀提供的資料，一切由客戶提供用作出售或貸入帳戶之財產（包括不限於證券）均已繳足價款，且具有有效及妥當的業權，客戶並擁有此等財產之法定及實益業權，客戶亦承諾在未經經紀的事前同意前，不會抵押、質押或就該等財產允許存有任何抵押或質押或認購權；
- (f) 客戶已收到、閱讀和理解風險披露聲明的內容及其擁有足夠經驗，能評定根據本協議進行的有關交易是否合適；
- (g) 如果客戶或他們其中之一是法團（就該人而言）：
 - (i) 其為根據其註冊成立所在國的法律正式組建和合法存在的公司，並且其為在其他進行業務所在的每一其他國家的公司；
 - (ii) 本協議經由客戶的有關公司行動有效地批准，並在簽署和交付時將按本協議的條款構成客戶的有效和具約束力的義務；
 - (iii) 交付給經紀的客戶的公司註冊證明書或註冊證明書、章程、規程或組織大綱和組織細則或構成或規定其組成的其他文據以及董事會決議的各自之經核證的真實副本，均是真實和準確的並仍然有效；及
 - (iv) 並未曾採取，或目前沒有採取任何步驟，以就客戶的資產委任接管人和／或管理人或清盤人或對客戶進行清盤；
- (h) 如果客戶或其中之一是個人，客戶在法律上能夠有效地簽訂和履行本協議，並且精神健全及有法律資格，而且不是破產人；及
- (i) 如果客戶是合夥商號並以一個商號的名義經營業務，本協議就一目的而言應繼續有效並具有約束力，即使因引入新的合夥人或因當其時經營業務或組成商號的任何合夥人去世、精神紊亂或破產或退休或其他原因使合夥商號或商號的結構發生任何變化亦然。

11.2. The Client undertakes to notify The Broker immediately upon the occurrence of any material changes in the information supplied in this Agreement and/or the Client Information Statement. In particular, the Client agrees to inform The Broker of any change in contact information (including address and telephone number) upon occurrence of such changes. In event that in exercising its rights or discharging its duties under this Agreement, The Broker cannot communicate with the Client using the latest contact details provided by the Client for over a period of seven (7) days, the Client agrees that this provides sufficient evidence of material breach of the Agreement by the Client which constitutes an Event of Default under Clause 6.1(g).

客戶承諾，在本協議和／或客戶資料報表中提供的資料發生任何實質性變更時立即通知經紀，客戶尤其同意當客戶之通訊地址及聯絡資料有變更時，客戶須即時通知經紀有關變更。倘經紀在七（7）日內仍未能以客戶提供之最新聯絡資料與客戶聯絡以行使或履行根據本協議之權利或義務，客戶同意此事構成證明客戶嚴重違反本協議條款之充分證據，並成為一項失責事件（見第 6.1（g）條）。

11.3. The Broker will notify the Client of any material change to: (a) the name and address of its business; (b) its registration status with the SFC and its CE number; (c) the description of the nature of services provided by it; or (d) the description of the remuneration payable to The Broker and the basis for such payment.

經紀將把下列各項的實質性變更通知客戶：（a）其業務名稱和地址；（b）其在證監會的註冊狀況及其 CE 編號；（c）其提供的服務性質的說明；或（d）應付給經紀之報酬的說明和支付基準。

12. INFORMATION GIVEN TO CLIENT

向客戶提供資訊

12.1. The Broker may provide financial market data, quotes, news, research or other information, including graphic images (collectively, the "Information"), to Client by means of hardcopy, conversation, Electronic Media, website operated by The Broker or otherwise (no matter in writing or verbally). The Client acknowledges that the rights in the Information are the property of HTF, the information providers or the licensors (the "Information Providers") and are protected by applicable copyright and other intellectual property laws and the Client is allowed to use the Information on the agreement of not engaging in any actions which may infringe the rights of the Information Providers.

經紀可透過印本、談話、電子媒介、其網站或其他方式（不論書面或口頭形式）向客戶提供金融市場的資料、報價、新聞、研究或其他資訊，包括圖形圖像（統稱「有關資訊」）。客戶確認有關資訊的產權屬於瑞豐國際、其資訊提供者或其特許人（統稱「資訊提供者」），並且受適用的版權及其他知識產權法律所保護。

12.2. The Client acknowledges that none of the Information Providers makes any representation or warranty of any kind (including but not limited to warranties of merchantability or fitness for any particular use) and does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of the Information. In particular owing to market volatility and possible delay in data-transmission process, the market data containing in the Information may not be real-time market quotes for the relevant products. While The Broker believes such data to be reliable, it has no independent basis to verify the accuracy or completeness of the Information provided. No recommendation or endorsement from The Broker shall be inferred from such data.

客戶確認資訊提供者不就有關資訊作出任何類別的任何聲明或保證（包括但不限於可商售性保證或適合某一特定用途保證）以及不會確保有關資訊的及時性、次序、準確性、足夠或全面性，尤其由於市場波動或傳送數據之延誤有關資訊中投資產品的市場報價未必實時。雖然經紀相信該等數據為可靠，但經紀未就此作出獨立核證其資料正確或完全。客戶不應認為經紀對該筆數據作出任何推薦或讚許。

12.3. The Client acknowledges that the Information is provided for informational purpose only and should not be used as a basis for making business, investment or any kind of decision and the Information Providers do not accept any responsibility or liability for any loss or damage howsoever arising from any person acting or refraining from acting in reliance on the Information.

客戶確認和同意有關資訊的提供是僅為參閱之用，不應該用以作出商業或投資以及其他類別的決定之根據。資訊提供者不會就任何人士依賴該等有關資訊行事或不行事而引致的任何損失或損害賠償或承擔任何責任。

13. DISCLOSURE OF INFORMATION ABOUT CLIENT

客戶資料之披露

13.1. Subject to the provisions of this Agreement, The Broker will keep the information relating to the Accounts confidential. The Client acknowledges that there are laws, rules and regulations of the relevant markets and Exchanges which contain provisions requiring The Broker upon the request of SEHK, the SFC and/or any other regulator in Hong Kong (collectively, "relevant regulators") having jurisdiction over the Transactions,

to disclose details of the Transactions, the name of the Client, beneficial identity of the Transactions and such other information concerning the Client as any such relevant regulators may require and that the Client agrees to provide such information concerning the Client as The Broker may require in order for The Broker to comply with the requirements.

根據本協議條文，經紀必須為帳戶內的資料保密。客戶確認根據有關市場和交易所、規則和監管之條文下，在聯交所、證監會或其他香港的監管機構（「**有關監管機構**」）的法律要求下，經紀需透露有關帳戶中交易的詳情、客戶姓名或名稱、受益人身份和客戶的其他資料，客戶同意提供該等資料予經紀以符合有關要求。

- 13.2. Without limiting the disclosure to anything provided in Clause 13.1, the Client hereby irrevocably authorizes The Broker and any other HTF company, without further notice and consent from the Client, to disclose to any person information, reports, records or documents pertaining to the Account together with such other information as may be required or The Broker may deem appropriate and to produce computerized record or other document relating to the Client and the Account if that disclosure is required by the relevant regulators for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in The Broker's or the Client's interest or is made with the Client's expressed or implied consent.

沒有限制任何於第 13.1 條的披露，客戶茲不可撤銷地授權經紀和其他瑞豐國際集團成員，在有關監管機構要求以協助其調查或查詢或司法管轄權之法院要求或為公眾利益或為經紀或客戶的利益或客戶作出明示或暗示同情的情況下，有權在無須通知客戶及獲其同意的情況下，向任何人披露有關帳戶資料、報告、記錄或屬於有關帳戶的文件和其他合適資料，且經紀可適當地製造一份有關客戶和客戶帳戶的電腦記錄或其他文件。

- 13.3. The Client further agrees that The Broker may, whether during the continuance or after the termination of this Agreement, without notice to the Client, disclose any information relating to the Client and the Account(s) to any other HTF company, or to any assignee of any of the rights or obligations of The Broker under this Agreement.

客戶亦同意經紀可於本協議繼續有效時或終止後，在毋須通知客戶的情況下，披露任何有關客戶和有關帳戶的資料給予任何其他瑞豐國際集團成員或任何根據本協議賦予經紀的任何權利或義務的承讓人。

- 13.4. The Client shall provide the information about the identity, address and contact details ("**identity details**") of the persons which:

- (a) are the Client, or
- (b) are ultimately responsible for originating the instructions in relation to the Transactions, or
- (c) stand to gain the commercial or economic benefit of the transactions and/or bear its commercial or economic risk or such other information concerning the Client as any relevant regulator may require, or
- (d) in the case of a corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information relating to the ultimate beneficial owner(s) of the Account and/or the person(s) ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with any securities or investments in the Account

in order for The Broker to comply with the applicable laws and regulations and the Client authorizes The Broker to provide such information about the Client to such relevant regulator without further consent from or notification to the Client.

客戶須應有關監管機構之要求，向其提供以下人士有關其身分、地址及聯絡詳情（「**身分詳情**」）之資料：

- (a) 客戶本人；或
- (b) 就有關交易而言，最終負責最初發出該等交易的指示的人士或實體；或
- (c) 將會從該等交易取得商業或經濟利益及／或承擔其商業或經濟風險的人士或實體；或有關客戶的其他資料；或
- (d) 倘屬公司實體，就有關帳戶最終受益持有人及／或就任何交易、或就帳戶之任何證券或投資交易作出指示的最終負責人士其業務性質及經營活動範圍、資金來源、業務架構、股權及其他資料

以協助經紀遵守適用的法律及規則。客戶並且授權經紀將上述資料向有關監管機構透露，而無須徵詢客戶的同意或通知客戶。

- 13.5. Without prejudice to Clause 13.4, if the Client effects transactions for the account of its 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 agrees that, in relation to a transaction where The Broker has received an enquiry from the relevant regulators, the following provisions shall apply:

- (a) Subject to as provided below, the Client shall, immediately upon request by The Broker, inform the relevant regulators of the identity 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 relevant regulators of the identity details of any third party (if different from the client/the ultimate beneficiary) originating the transaction.
- (b) If the Client effects the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall
 - (i) immediately upon request by The Broker, inform the relevant regulators of the identity details of the person(s) who, on behalf of the scheme, account or trust, has instructed the Client to effect the transaction; or
 - (ii) as soon as practicable, inform The Broker when its discretion to invest on behalf of the scheme, account or trust has been overridden, and the Client shall immediately upon request by The Broker, inform the relevant regulators of the identity details of the person who has 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 Broker when its discretion to invest on behalf of the beneficiaries of such scheme, account or trust has been overridden and immediately upon request by The Broker, inform the relevant regulators of the identity details of the person who has given the instruction in relation to the relevant transaction.
- (d) If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity details of any underlying client for whom the transaction is effected, the

Client confirms that:

- (i) the Client has legally binding arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 13.5(a), (b) and/or (c) from its client immediately upon request or procure that it be so obtained; and
- (ii) the Client will, upon request from The Broker in relation to a transaction, promptly request the information set out in Clauses 13.5(a), (b) and/or (c) from its client on whose instructions the transaction is effected, and provide the information to the relevant regulators as soon as it is received from its client or procure that it be so provided.

在沒有損害第 13.4 條條款下，若果客戶執行其客戶之交易，不論是全權委託或不是全權委託，不論作為代理人或以主事人身份去進行交易，客戶同意在有關交易被任何香港監管機構諮詢時，如下條款將會適用：

- (a) 根據以下條款，在經紀要求下，客戶必須立即通知有關監管機構客戶或（客戶所知悉的）帳戶最終受益人的身分詳情。客戶必須通知有關監管機構有關任何最初發出交易指示的第三者（若果與客戶／最終受益人不同）的身分詳情。
- (b) 如客戶進行的交易屬於集體投資計劃、全權委託帳戶或全權委託信託，客戶必須
 - (i) 立即按經紀要求通知有關監管機構有關該計劃、委託或信託的執行人的身分詳情；或
 - (ii) 盡快通知經紀當其為該計劃、帳戶或信託投資的酌情權已被否決。如客戶的投資酌情權被否決，客戶必須按經紀要求通知有關監管機構該執行人的身分詳情。
- (c) 如客戶是一個集體投資計劃、全權委託帳戶或全權委託信託，及根據一項特別交易，客戶或其主管或職員的酌情權被否決時，客戶必須立即通知經紀有關投資酌情權被否決的日期。如客戶的投資酌情權已被否決，客戶必須立即在經紀要求，通知有關機構負責交易執行人的身分詳情。
- (d) 如客戶注意到其相關客戶亦為某些指定客戶的中介人，而客戶對這些指定客戶的身分詳情確不認識，客戶須確定：
 - (i) 客戶與其相關客戶達成有法律約束力的安排，容許客戶透過要求或促使其相關客戶提供，以獲得根據第 13.5(a)、13.5(b)及／或 13.5(c)條所概述的資料；及
 - (ii) 客戶必須在經紀要求就有關交易，立即要求其相關客戶提供根據第 13.5(a)、13.5(b)及／或 13.5(c)條概述的資料。從其相關客戶收到或促使其提供這些資料後，客戶應盡速將資料提供給相關監管機構。

13.6. The Client hereby agrees that The Broker shall not be in any way liable for any consequences arising out of any disclosure made under this Clause 13.

客戶特此同意經紀毋須就其根據本第 13 條披露所引發的後果負上任何責任。

13.7. The Client understands that the Client has supplied or may from time to time supply to The Broker or any other HTF company personal data about the Client (the "Personal Data"), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong), in connection with the opening or maintenance of any Account(s) or the provision of services to the Client by The Broker or any other HTF company. The Client acknowledges that the Client is not required to provide any Personal Data to The Broker and any other HTF company unless the Client chooses to do so. However, if the Client fails to supply any such Personal Data, The Broker may not be able to open or maintain an Account(s) for the Client and/or provide the Client with any services.

客戶理解，客戶就開設或維持任何有關帳戶或就經紀或任何其他瑞豐國際集團成員向客戶提供服務，已向經紀或其他瑞豐國際集團成員提供或可能不時提供個人資料（根據《個人資料（私隱）條例》（香港法例第 486 章）所界定之涵義）（「個人資料」）。客戶知悉，除非客戶選擇提供個人資料予經紀或任何其他瑞豐國際集團成員，否則客戶無須提供。但是，如果客戶不提供任何個人資料，經紀可能無法為客戶開設或維持有關帳戶及／或向客戶提供任何服務。

13.8. The Client acknowledges that the Client has read the Data Privacy Policy of The Broker and agreed to the terms in it.

客戶確認已細閱私隱政策，並同意其中所有條款。

13.9. Client shall immediately on demand by HTF at any time and from time to time supply to HTF such financial and/or other information in connection with the subject matter of this Agreement, Client and/or the compliance of any Laws or Regulatory Rules as HTF may reasonably require. Client agrees that HTF may conduct credit enquiries or check on Client for the purpose of ascertaining the financial situation of Client.

在瑞豐國際隨時及不時之要求下，客戶應立即向瑞豐國際提供其合理要求並有關本協議標的及／或客戶及／或遵守任何法例或監管規則之財務資料及／或其他資料。客戶同意瑞豐國際可對客戶進行信用調查或檢查，籍以確定客戶的財政狀況。

13.10. HTF may provide any information supplied by or relating to Client and/or any transaction and/or the Account to any Regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in HTF's sole discretion, it deems appropriate in the circumstances. Without limiting the foregoing, relevant information may be disclosed if there is reasonable ground for HTF to suspect that any Client may have committed a material breach or infringement of, or may not have complied with, any market misconduct provisions in Part XIII or XIV of the SFO.

瑞豐國際可將由客戶提供的資料或有關客戶及／或任何交易及／或帳戶之任何資料提供予任何監管機構或其他人士，以遵照合法之規定或要求（不論該等規定或要求是否具強制性）或其他由瑞豐國際行使其獨有酌情權認為適當的情形。在不限上述規定的情況下，如果瑞豐國際有合理理由懷疑任何客戶可能重大違反或抵觸，或可能沒有遵守〈證券及期貨條例〉第 XIII 部及第 XIV 部規定，任何市場失當行為的條文，瑞豐國際可披露有關資料。

13.11. The terms contained in this Clause 13 shall continue in effect notwithstanding the termination of the Agreement.

即使本協議終止，本 13 條的條文繼續有效。

14. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCY

外幣交易

14.1. In the event that any Transaction effected by The Broker on behalf of the Client involves conversion of a foreign currency (i.e. currency other than Hong Kong Dollars), the Client agrees that:

- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be

- entirely for the Client's account and risk; and
- (b) any conversion from one currency to another required to be made for performing any action or step taken by The Broker under this Agreement may be effected in such manner and at such time as it may in its absolute discretion decide; and
- (c) when such a contract is liquidated HTF shall debit or credit the Account of Client in the currency in which such Account is denominated, at a rate of exchange determined conclusively by HTF on the basis of the then prevailing money market rates of exchange between such currencies.

如果經紀代客戶進行的有關交易涉及外國貨幣（除香港貨幣以外的貨幣）的兌換，客戶同意：

- (a) 因匯率的波動而產生的任何損益全歸客戶並由客戶承擔當中風險；及
- (b) 經紀可全權決定任何時間和形式以兌換貨幣，以實施其在本協議下採取之任何行動或步驟；及
- (c) 當有關合約被平倉結算，瑞豐國際應以帳戶指定之貨幣為單位，以當時貨幣市場就有關貨幣之兌換率作基準終論性地決定相關兌換率，並於客戶之帳戶內記入欠帳或進帳。

- 14.2. In the event that HTF exercises any of its rights under this Agreement, including without limitation the combination or consolidation of the Accounts or the transfer of client money and such combination, consolidation or transfer or exercise of any other right requiring the conversion of one currency into another, the conversion shall be calculated at the spot rate of exchange (as conclusively determined by HTF) prevailing in such foreign exchange market as determined by HTF to be relevant on the date of such combination, consolidation, transfer or exercise of that right.

若瑞豐國際行使任何本協議權利，包括但不限於合併或綜合帳戶或轉移客戶款項，而當該合併、綜合、轉移或行使任何其他權利牽涉兌換貨幣時，該兌換應以該合併、綜合、轉移或行使該權利當日由瑞豐國際決定相關之外匯市場當時之現貨兌換率計算（該兌換率由瑞豐國際作最終決定）。

- 14.3. In the event that Client places an order for the sale or purchase of Renminbi-denominated securities, Client acknowledges and agrees that:

- (a) Renminbi is subject to capital controls and is not freely convertible, and therefore transactions involving Renminbi-denominated securities may involve substantial exchange risks;
- (b) unless otherwise indicated by HTF, transactions of Renminbi-denominated securities will be settled in Renminbi; and
- (c) if HTF is required to settle a transaction on behalf of Client by purchasing or selling Renminbi from or through the market, unless otherwise indicated by HTF, the exchange rate will be based on prevailing market rate or such rate as quoted by a licensed bank in HK.

當客戶發出指示買賣以人民幣計值的證券時，客戶確認及同意：

- (a) 人民幣受外匯管制及不可自由兌換，因此涉及以人民幣計值的證券之交易可能涉及重大外匯風險；
- (b) 除瑞豐國際另有表明外，以人民幣計值的證券之交易將以人民幣結算；
- (c) 如瑞豐國際為客戶進行交易結算而需於市場買賣人民幣，除瑞豐國際另有表明外，匯率將以現行市場匯率或於香港之持牌銀行所報價為根據。

15. AMENDMENTS

修訂

- 15.1. To the extent permitted by law, The Broker may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with Clause 17. If the Client does not accept the same, the Client may terminate this Agreement by notifying The Broker in writing within seven (7) business days from the Client's receipt or deemed receipt of the notice in accordance with Clause 17. If the Client does not terminate this Agreement within such time or if the Client continues to operate the Account after receipt or deemed receipt of notice of the amendment or supplement, the Client shall be deemed to have accepted such amendment or supplement and shall continue to be bound by this Agreement as so amended or supplemented.

在法律允許的範圍內，經紀可透過按第 17 條規定通知客戶而不時修訂或補充（不論是通過在本協議加上附件或以其他方式進行）本協議的任何條款和條件。如果客戶不接受該等修訂或補充，客戶可在按第 17 條收到或被視為收到通知後七（7）個營業日內書面通知經紀，從而終止本協議。如果在該時限內客戶沒有終止本協議，或如果客戶在收到或被視為收到該修訂或補充的通知後繼續操作有關帳戶，客戶應當作已接受經修訂或補充後的本協議所約束。

- 15.2. Subject to Clause 15.1, no provision of this Agreement may be amended or supplemented unless agreed to in writing signed by The Broker's authorized representative(s).

除第 15.1 條所述外，本協議的任何條文不得予以修訂或補充，除非獲得經紀的授權代表簽署的書面同意書。

16. JOINT CLIENT

聯名客戶

- 16.1. Where the Client consists of more than one person:

- (a) 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 one of them;
- (b) The Broker is entitled to, but shall not be obliged to, act on instructions or requests from any of them;
- (c) any notice, payment or delivery by The Broker to any one of the Client shall be a full and discharge of The Broker's obligations to notify, pay or deliver under this Agreement; and
- (d) The Broker is entitled to deal separately with any one of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

Notwithstanding the above paragraph (b) and any agreement between any person of the Client with The Broker, The Broker reserves the right to demand all the persons of the Client to give instructions or requests in writing or in any such other manner determined by The Broker before The Broker's accepting or acting on such instructions.

當客戶包括多於一位人士時：

- (a) 各人之法律責任和義務均是共同及各別的，述及客戶之處，依內文要求，必須理解為指稱他們任何一位或每一位而言；
- (b) 經紀有權但無義務按照他們任何一位的指示或請求行事；
- (c) 經紀向任何其中一位客戶作出的通知、支付及交付，可全面及充分解除經紀根據本協議須作出通知、支付及交付的義務；及

(d) 經紀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，但不會影響其他另外一位的法律責任。

不管上述 (b) 段或任何一位客戶與經紀達成的任何約定，經紀有權要求客戶的所有人士以書面或其他經紀決定的方式，提出指示或請求，否則經紀可以不接納或執行該等指示。

- 16.2. 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 death of one person does not operate to terminate this Agreement automatically unless terminated according to other provisions of this Agreement but such death constitutes an Event of Default (Clause 6.1(c)) and the interest in the Account of the deceased will thereupon vest in and ensure for the benefit of the surviving person(s) of the Client provided any liabilities incurred by the deceased person of the Client shall be enforceable by The Broker against such deceased person's estate.

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）不會令本協議自動終止，除非根據本協議的其他條文終止，但會構成失責事件（見第 6.1 (c) 條），死者在賬戶內之權益將轉歸該（等）存活人士名下，唯經紀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。

17. NOTICES

通知

- 17.1. In the event of The Broker being required to give any reports, written confirmations, notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with this Agreement notice may be personally delivered, transmitted by post, telex or facsimile or by telephone or through Electronic Media in each case to the address or telex, facsimile, telephone numbers or email address set out in the Client Information Statement or otherwise as notified to The Broker in writing from time to time. 如果經紀需要向客戶發出或提出任何報告、確認書、通知、任何要求或請求，或因其他原因就本協議需與客戶聯絡，通知可由專人交付，或通過郵寄、電傳、傳真、電子媒介或電話發出，在每種情況下均發往客戶資料報表所述的或不時書面通知經紀的地址或電傳、傳真、電郵地址或電話號碼。

- 17.2. Notices to be delivered by the Client to The Broker may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified by The Broker from time to time.

客戶交付給經紀的通知可由專人交付，通過郵寄、電傳、傳真或通過電話發出，在每種情況下均發往本協議所述的或經紀不時通知的地址或電傳、傳真或電話號碼。

- 17.3. All notices and other communications shall be deemed to be given at the time of transmission if delivered personally, by telex, facsimile or telephone or through Electronic Media or two days after the date of posting if transmitted by mail whichever shall be the first to occur; provided that any notice or other communication to be given to The Broker shall be effective only when actually received by The Broker.

一切通知和其他通知，如以專人、通過電傳、傳真或電話或透過電子媒介交付，須在傳送時視為作出，或如通過郵遞方式傳送，投郵日期後兩天須視為作出（以先發生者為準）；唯發給經紀的任何通知或其他通訊只有在經紀確切收到時才生效。

18. TERMINATION

終止

- 18.1. Without prejudice to Clauses 6 and 15, The Broker and the Client may terminate this Agreement by giving to the other written notice. This does not affect the undertakings and indemnities given by and obligations of the Client under this Agreement (including but not limited to Clauses 10, 11, 12 and 13) and any rights and obligations under this Agreement outstanding as of the date of termination, all of which shall survive the termination. Without prejudice to the foregoing, any termination shall not affect the rights or liabilities of either party arising out of or in connection with any Transactions entered into before the time of termination, until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities fully discharged.

在不損害第 6 條及第 15 條的原則下，經紀及客戶可以向對方發出事先書面通知將本協議終止。此舉不會影響任何由客戶根據本協議作出的承諾或彌償（包括但不限於第 10 條，第 11 條，第 12 條及第 13 條），或於協議終止當日根據本協議還未完成的權利和義務，上述各項會在協議終止後仍有效力。在不損害前述的原則下，任何終止不會影響終止前已達成的有關交易所產生或與其有關的協議各方的權利或責任，亦不會影響任何一方在該項終止之時所涉及及仍未平倉的客戶綜合協議所產生或與其有關的協議各方的權利或責任，直至該等合約已平倉或已交收及／或有關的交付已完成及所有該等責任已全部解除。

- 18.2. Notwithstanding Clause 18.1, the Client has no right to terminate this Agreement if the Client has sums owing to The Broker, open position or any other outstanding liabilities or obligations.

縱使第 18.1 條有所規定，倘若客戶仍有未償還經紀的欠款、未平倉合約或其他仍未履行之法律責任或義務，則客戶無權終止本協議。

19. GENERAL

一般條款

- 19.1. This Agreement sets forth the entire agreement and understanding between the parties hereto as to the matters set out herein and the opening, maintenance and operations of the Account(s), and supersedes all previous representations, agreements, understandings, whether oral or written or otherwise, between them. 就本協議所提及的事項，以及有關帳戶的開立、維持及運作的事宜，本協議構成雙方之間的完整協議及理解，並且取代雙方任何較早前表達或達成的聲明、協議或理解（不論是以口述、書面或其他形式表達）。

- 19.2. This Agreement may be translated into Chinese language but in the event of any conflict arising the English version shall prevail.

本協議已經翻譯為中文文本，但如果發生任何抵觸，應以英文文本為準。

- 19.3. In case of any conflict between any terms in Part II – General Terms and Conditions and any terms in Part III to Part X - Additional Terms Applicable to Respective Accounts and Services, the provisions of the latter shall prevail.

如第二部份——一般條款的條款與第三部份至第十部份——各帳戶及服務所適用之附加條款的條款之間產生任何異議時，應以後者為準。

- 19.4. Time shall in all respects be of the essence in the performance of all the Client's obligations under or in connection with this Agreement, in particular for the Client's obligation in providing adequate Collateral to

The Broker within the prescribed time limit.

在履行客戶在本協議下或與本協議有關的義務時，時間在一切方面是關鍵要素，尤其在指定時限內，向經紀提供足夠的有關抵押品。

- 19.5. Except where The Broker is given express written instructions to the contrary, in accordance with the terms of this Agreement, it may make payment of any amounts owing to the Client by crediting the same to the Account, details of which are specified in this Agreement. Payment to such Account shall constitute payments to the Client for all purposes.

除經紀獲得相反的明示書面指示外，按本協議條款的規定，經紀可將欠下客戶的任何款項貸記入有關帳戶而支付該等任何款項，詳情在本協議中規定。就一切目的而言，向該帳戶作出貸記等同向客戶付款。

- 19.6. All sums payable by the Client in connection with this Agreement shall be exclusive of all taxes, duties or other charges of similar nature. If any tax, duty or other charge of similar nature is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, The Broker receives on the due date a net sum equal to what it would have received and retained had no deduction been made.

客戶就本協議應付的一切款項應不包括一切稅項、課稅或其他性質類同的收費。如果法律規定須從該等款項預扣任何稅項、課稅或其他性質類同的收費，客戶應付的金額在必要的範圍內應予增加，以確保在作出任何預扣後經紀於到期日收到相等於如無作出任何扣除其本應會收到和保留的淨額。

- 19.7. Any provision in this Agreement which is invalid for any reason in any jurisdiction shall be ineffective to the extent of such invalidity and shall be severed from this Agreement in that jurisdiction without affecting the validity of the remaining provisions of this Agreement in that jurisdiction or affecting validity of such provision in any other jurisdiction.

任何本協議條文在任何司法管轄範圍由於任何原因被視為無效，只會在該項無效之限下，在該司法管轄範圍內失去效力。該條文將會在該司法管轄範圍從本協議分割出來，因而不影響本協議的其他條文在該司法管轄範圍的效力，亦不會影響該條文在其他司法管轄範圍的效力。

- 19.8. The Client hereby declares that he has read this Agreement in the language of the Client's choice of English or Chinese and that the Client understands and agrees to be bound by the terms of this Agreement.

客戶特此宣佈其已經閱讀依其選擇語言文本（英文或中文版本）的本協議，理解本協議的條款及同意受該等條款約束。

- 19.9. The Client hereby irrevocably appoints The Broker with full power and authority as the Client's attorney, to the fullest extent permitted by law, to act for and on behalf of the Client for the purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in the name of the Client or The Broker which The Broker may deem necessary or desirable to accomplish the purposes of this Agreement, including (without limitation):

- (a) to execute any transfer or assurance in respect of any of the Collateral;
- (b) to perfect The Broker's title to any of the Collateral;
- (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Collateral;
- (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Collateral; and
- (e) generally to file any claims or take any lawful action or institute any proceedings which The Broker considers to be necessary or advisable to protect the security created under the Agreement.

客戶特此不可撤銷地委任經紀並賦予其全面的權力及權限，作為客戶的授權人（在法律許可的全面範圍內）為客戶及代表客戶執行本協議的條款，並於經紀認為在履行本協議的目的有所需要或合宜之時，以客戶或經紀本身的名義簽立任何文件或文書。授權範圍包括（但不限於）：

- (a) 就任何有關抵押品簽立轉讓契或擔保；
- (b) 就任何有關抵押品賦予經紀享有的所有權利；
- (c) 就任何有關抵押品之下或所產生的到期或變成到期的欠款或款項申索作出查詢、規定、要求、接收、綜合及作出充分的責任解除；
- (d) 就任何有關抵押品發出有效的收取及解除及承兌任何支票或其他文件或匯票；及
- (e) 就為著經紀考慮到有需要及應當保障根據本協議的條款所產生的抵押權益起見，一般而言作出申索或採取任何合法的行動或開始任何法律程序。

- 19.10. If The Broker solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask the Client to sign and no statement The Broker may ask the Client's to make derogates from this clause. 假如經紀向客戶招攬銷售或建議任何金融產品，該金融產品必須是經紀經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他經紀可能要求客戶簽署的文件及經紀可能要求客戶作出的聲明概不會減損本條款的效力。

20. UNDERTAKINGS BY INTERMEDIARY

中介人承諾

- 20.1. If Client is an intermediary specified in section 18(3) (excluding section 18(3)(b)) under Part 2, Division 4 of Schedule 2 of the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("Specified Intermediary") and operates and manages the Account for its own client(s) (whether on a discretionary or non-discretionary basis) or otherwise for the transaction(s) with its own client(s), Client agrees to the following terms:

- (a) Client confirms that it is a Specified Intermediary;
- (b) In respect of each of its own client(s) for whom or for whose transaction(s) the Account is operated and managed, Client consents to be HTF's intermediary to carry out for the customer due diligence ("CDD") measure(s) as stated in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO") and applicable regulatory requirements issued by the SFC from time to time and unless otherwise agreed by HTF in writing, Client shall carry out all the aforesaid CDD measures for HTF;
- (c) Client shall on request provide to HTF a copy of any document, or a record of any data or information,

- obtained by Client in the course of carrying out the aforesaid CDD measure(s) for HTF without delay;
- (d) In relation to each transaction it carries out for the Account or in relation to each of its own client(s) for whom or for whose transaction(s) the Account is operated and managed by Client, Client shall keep all the documents, records, data and information referred to in the above paragraphs of this Clause 20 for so long as the Business Relationship(s) with any relevant client(s) remain(s) subsisting (regardless of whether the Business Relationship(s) with any other relevant client(s) has/have already ended) and for a period of six (6) years beginning on the date on which the relevant Business Relationship or the last relevant Business Relationship (if more than one client) ends. If a longer period of time is imposed by the SFC, all such documents, records, data and information shall be kept by Client for such longer period of time as notified by HTF to Client from time to time and Client must keep all such documents, records, data and information in accordance with the AMLO;
 - (e) If Client is about to cease trading or does not wish to continue to act as HTF's intermediary to carry out the aforesaid CDD measure(s) for HTF, Client shall give HTF sixty (60) days' written notice in advance and shall provide to HTF all the documents, records, data and information referred to in the above paragraphs of this Clause 20 without delay;
 - (f) If HTF terminates its appointment of Client as its intermediary to carry out the aforesaid CDD measures(s) for HTF in respect of any client(s) of Client, Client shall immediately provide to HTF all the documents, records, data and information referred to in the above paragraphs of this Clause 20 and in respect of such client(s);
 - (g) If there is any legal or regulatory requirement (other than those stated in the AMLO or issued by the SFC) in respect of the aforesaid CDD measure(s) carried out by Client for HTF and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 20 and/or the keeping of the same, Client shall also comply with such legal or regulatory requirement;
 - (h) To the extent that any provisions of the AMLO, or of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by Client for HTF and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 20 and/or the keeping of any such documents, records, data and/or information are not expressly incorporated in this Agreement, the same shall be incorporated by reference in this Agreement. The provisions of the AMLO, and of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by Client for HTF and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 20 and/or the keeping of any such documents, records, data and/or information shall prevail over the provisions of this Clause 20. Notwithstanding anything in this Agreement or any other document, Client shall comply with all legal and regulatory requirements (as amended from time to time) in respect of the aforesaid CDD measure(s) carried out for HTF (including, without limitation, the relevant record-keeping requirements); however, nothing in the foregoing shall, in any way, affect any obligation of HTF stated in section 18(2) under Part 2, Division 4 of Schedule 2 of the AMLO; and
 - (i) In this Clause 20, (i) words not defined shall have the meanings ascribed to them in the AMLO or applicable regulatory requirements issued by the SFC from time to time unless the context requires otherwise; and (ii) regulatory requirements issued by the SFC from time to time include, without limitation, the requirements contained in the Guideline on Anti-Money Laundering and Counter-Terrorist Financing.

若客戶是〈打擊洗錢及恐怖份子資金籌集（金融機構）條例〉附表 2 第 2 部第 4 分部下第 18（3）條（第 18（3）（b）條除外）所指明的中介人（「指明中介人」）並代表其一位或多位客戶（不論以全權或非全權委託為基準）或為與其一位或多位客戶的一項或多項交易而運作及管理帳戶，客戶承諾以下條款：

- (a) 中介人確認其為指明中介人；
- (b) 就中介人的每一位客戶（帳戶乃代表該（等）客戶或為與其（等）的一項或多項交易而運作及管理的），中介人同意擔任瑞豐國際的中介人代瑞豐國際執行〈打擊洗錢及恐怖份子資金籌集（金融機構）條例〉（「反洗黑錢條例」）以及證監會不時發佈的適用監管要求所述的客戶盡職審查措施。並且，除非瑞豐國際另以書面同意，中介人將代瑞豐國際執行所有前述的客戶盡職審查措施；
- (c) 中介人將應要求沒有延誤地向瑞豐國際提供中介人在代瑞豐國際執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄；
- (d) 就每一項為帳戶執行的交易或就中介人的每一位客戶（帳戶乃代表該（等）客戶或為與其（等）的一項或多項交易而運作及管理的），中介人應於仍與任何有關客戶的業務關係存續期間（不論任何其他有關客戶的業務關係已終止亦然）及在自有關業務關係或最後一個有關業務關係（若多於一名客戶）終止的日期起計的 6 年期間內備存本第 20 條款以上段落所提及的所有文件、紀錄、數據及資料。若證監會規定一段較長期間，即所有該等文件、紀錄、數據及資料須於該不時由瑞豐國際通知中介人的較長時間內被中介人備存。同時，中介人必須按反洗黑錢條例備存所有該等文件、紀錄、數據及資料；
- (e) 中介人將結業或不欲繼續作瑞豐國際的中介人為瑞豐國際執行上述的客戶盡職審查措施，中介人須事先給予瑞豐國際 60 天書面通知，並且沒有延誤地向瑞豐國際提供本第 20 條款以上段落所提及的所有文件、紀錄、數據及資料；
- (f) 若瑞豐國際終止其委任中介人作其中介人就任何中介人的一個或多個客戶代瑞豐國際執行上述客戶盡職審查措施，中介人須立即向瑞豐國際提供於本第 20 條款以上段落所提及並有關該（等）客戶的所有文件、紀錄、數據及資料；
- (g) 若除了反洗黑錢條例所規定或由證監會所發出的監管要求外，還有任何其他法律或監管的要求並關於中介人代瑞豐國際執行上述客戶盡職審查措施及／或本第 20 條款以上段落所提及的任何文件、紀錄、數據及／或資料及／或其（等）的備存，中介人亦須遵守該法律或監管要求；
- (h) 若反洗黑錢條例中或證監會不時發出的監管要求中的任何條文（該等條文乃關於中介人代瑞豐國際執行上述的客戶盡職審查措施及／或本第 20 條款以上段落所提及的任何文件、紀錄、數據及／或資料及／或備存任何該等文件、紀錄、數據及／或資料）未有明文收納於本協議，則該等條文以提述方式收納於本協議內。反洗黑錢條例中或證監會不時發出的監管要求的條文（該等條文乃關於中介人代瑞豐國際執行上述的客戶盡職審查措施及／或本第 20 條款以上段落所提及的任何文件、紀錄、數據及／或資料及／或備存任何該等文件、紀錄、數據及／或資料）將凌駕本第 20 條款的條文。儘管本協議或任何其他文件有任何規定，中介人須遵守關於代瑞豐國際執行上述客戶盡職審查措施的所有法律及監管要求（及其等

- 不時的修訂本) (包括但不限於相關的備存紀錄的要求), 但前述並沒有以任何方式影響反洗黑錢條例附表 2 第 2 部第 4 分部下第 18 (2) 條所述的任何瑞豐國際的責任; 及
- (i) 於本第 20 條款, (i) 凡未有詮釋之文字, 應具有按反洗黑錢條例或證監會不時發出的適用監管要求中的定義, 除非文意另有所指; 及 (ii) 證監會不時發出的監管要求包括 (但不限於) 打擊洗錢及恐怖分子資金籌集指引中的要求。

21. DISPUTES AND GOVERNING LAW

爭議及管轄法律

- 21.1. This Agreement and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous, shall cover individually and collectively all Accounts which the Client may open or re-open with The Broker, and shall ensure the benefit of, and bind The Broker, The Broker's successors and assigns, whether by merger, consolidation or otherwise as well as heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.

本協議及其執行應受香港法律的管限, 其條文應持續有效, 應個別和共同地涵蓋客戶可能在經紀開立或重新開立的所有有關帳戶, 並應對經紀、經紀的繼任人和受讓人 (不論是否通過兼併、合併或其他方式) 以及客戶的繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、遺產代理人 and 受讓人的利益發生效力, 且對他們有約束力。

- 21.2. Any dispute arising under or in connection with this Agreement is to be settled by arbitration or by court proceedings in The Broker's absolute discretion which shall be binding absolutely on the Client.

本協議產生的或與本協議有關的任何爭議, 應由經紀絕對酌情決定通過仲裁或法律程序解決, 該等仲裁或法律程序絕對地對客戶有約束力。

- 21.3. Any dispute which, in The Broker's discretion, is referred to arbitration shall be settled at the Hong Kong International Arbitration Centre conducted in Hong Kong according to the securities arbitration rules of the Hong Kong International Arbitration Centre. The Client hereby expressly agree to accept the finding of any such arbitration as absolute and final.

按經紀酌情決定提交仲裁的任何爭議應交由香港國際仲裁中心按其證券仲裁規則在香港進行仲裁。客戶特此明示同意承認任何該等仲裁的裁決為絕對和最終的裁決。

- 21.4. By execution and delivery of this Agreement the Client hereby irrevocably submits to and accepts unconditionally the non-exclusive jurisdiction of the courts of Hong Kong. In the event of any legal proceedings being brought in the courts of Hong Kong this Agreement shall in all respects be governed by and construed in accordance with the laws of Hong Kong PROVIDED ALWAYS THAT The Broker shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client's assets and the Client hereby submits to the non-exclusive jurisdiction of such courts.

通過簽立和交付本協議, 客戶特此不可撤銷地服從並無條件地接受香港法院非專屬性司法管轄權所管轄。如果在香港法院提出任何法律程序, 本協議應在一切方面受香港法律的管限並按香港法律解釋, 但條件始終是, 經紀有權在對客戶或客戶的任何資產擁有司法管轄權的任何其他法院對客戶提出起訴, 客戶特此接受該等法院的非專屬性司法管轄權所管轄。

22. FORCE MAJEURE

不可抗力

- 22.1. In the event of war, terrorism, revolution, insurrection, restraint of rulers, military disturbances, riot, civil commotion, civil disobedience or other similar action involving any country, strike or lockout or stoppage or restraint of labour, seizure or confiscation of assets or other governmental action having a similar effect, any imposition of currency exchange control or restraint of capital movement or transmission by any government, any "Act of God", epidemic, pandemic, vandalism, disruption of the operation of any Exchange, breakdown of computer systems and/or communication facilities, or any other similar event outside the control of HTF which hinders or prevents the performance by HTF of its obligations under this Agreement (an "event of force majeure"), then HTF may, as an alternative to any performance otherwise required, at its absolute discretion either (a) postpone its performance until the event of force majeure no longer has such effect or (b) where any delivery or payment is required, provide or require a cash settlement based upon the prevailing price of a security or instrument relevant to such settlement on the second business day prior to the occurrence of the event of force majeure; such prevailing price being conclusively determined by HTF, HTF shall not be responsible or held liable for any loss suffered by Client arising out of or in connection with an event of force majeure, Client agrees to bear solely the risk of such event of force majeure.

一旦戰爭、恐怖主義活動、革命事件、暴動、統治者之管制、軍事騷動、暴亂、內亂或其他涉及任何國家的類同行動、罷工或停工或拒絕工作或勞工管制、財產被扣押或充公或其他有類同影響的政府行動、政府管制貨幣兌換或政府管制資金流動或轉移、任何天災、流行性傳染病、全國流行性傳染病、惡意破壞行為、任何交易所之營運遭受擾亂、電腦系統及/或通訊設施故障、或任何其他類同事件發生, 而非瑞豐國際所能控制之範圍內, 導致瑞豐國際在履行本協議下其責任時受制肘或阻礙 (「不可抗力事件」), 那時, 瑞豐國際可作為履行其責任之其他選擇, 絕對酌情權決定: (a) 延遲其履行責任直至該不可抗力事件失卻影響力; 或 (b) 倘若須有任何交付或支付, 提供或要求現金結算而該結算乃根據發生不可抗力事件前之第二個營業日當日之有關該結算之證券或金融工具的現行市價 (該現行市價由瑞豐國際終論地決定)。瑞豐國際不會負責客戶任何因或關於發生不可抗力事件而招致之損失。客戶同意獨自承擔不可抗力事件之風險。

PART III — ADDITIONAL TERMS FOR ELECTRONIC TRADING SERVICE

第三部份 — 電子交易服務之附加條款

1. APPLICATION OF THE ADDITIONAL TERMS

本附加條款之適用

- 1.1. The provisions in these Additional Terms for Electronic Trading Services apply only to any Account in respect of which the Client has requested and The Broker has agreed to provide with Electronic Trading Service on the terms and conditions of this Agreement.

就應客戶要求經紀同意按照本協議的條款向客戶之帳戶提供電子交易服務的情況下, 本附加條款之條文只對

該等帳戶適用。

2. TERMS FOR ELECTRONIC TRADING SERVICES

電子交易服務之條款

- 2.1. When using the Electronic Trading Service, the Client warrants that the Client is the only authorized user of the Client's Access Codes and will be responsible for all instructions placed and all Transactions conducted with the use of the Access Codes. The Client shall be responsible for the confidentiality, security and use of the Access Codes issued to the Client by The Broker. The Broker may use authentication technologies in connection with the Electronic Trading Service.
如客戶使用電子交易服務，客戶承諾其為登入密碼的唯一授權用戶，負責所有使用登入密碼而作出的指示及完成的所有有關交易。客戶須負責經紀給予客戶的登入密碼的保密、安全及使用。經紀可於電子交易服務有關的事項上使用認證技術。
- 2.2. The Client acknowledges that it may not be possible to change or cancel an instruction given through Electronic Trading Service and agrees to exercise caution before placing orders.
客戶知悉客戶指示一經作出，便可能無法更改或取消，故此客戶在輸入買賣盤時，應謹慎行事。
- 2.3. The Broker may (but not have obligations) monitor and/or record any of the Client's instructions given or orders transacted through the Electronic Trading Service. The Client agrees to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the relevant instructions and Transactions and as binding on the Client.
對於客戶透過電子交易服務而發出的指示或買賣盤，經紀可以（但無義務）進行監察及／或記錄。客戶同意接受任何該等記錄（或其謄本）作為有關指示或有關交易的内容及性質的最終及不可推翻的證據，並且對客戶具有約束力。
- 2.4. The Broker will not be deemed to have received or executed the instructions from the Client given through the Electronic Trading Service unless and until the Client has received the relevant acknowledgement or confirmation in such manner specified by The Broker from time to time (including without limitation by posting the status of the instructions in order journals on the website which is operated by The Broker and is freely accessible by the Client). The Broker is also entitled to correct any errors in such acknowledgement or confirmation without incurring any liability in connection therewith.
除非及直至客戶收到經紀透過其不時指定的方式作出的認收或確認（包括但不限於客戶可透過客戶的登入密碼自由查閱網站上的買賣日誌刊登客戶的指示或買賣盤的狀況），否則經紀將不會被視為已收到或執行客戶有關的指示。經紀有權糾正任何認收或確認的誤差，而不應就此招致任何法律責任。
- 2.5. The Client shall immediately notify The Broker if:
(a) an instruction has been placed through the Electronic Trading Service and the Client has not received an instruction number or acknowledgement of receipt of the instruction or of its execution from The Broker (whether by hard copy, electronic or verbal means); or
(b) the Client has received acknowledgement of a Transaction (whether by hard copy, electronic or verbal means) which the Client did not instruct, or is inconsistent with the Client's instruction or the Client has any suspicion of unauthorized access to the Electronic Trading Service; or
(c) the Client becomes aware of or suspicious of any loss, theft, or unauthorized disclosure or use of the Client's Access Codes;
or otherwise, The Broker or its agents, employees or representatives will not be responsible or liable to the Client or any other person whose claim may arise through the Client for any claim with respect to handling, mishandling or loss of instruction placed through the Electronic Trading Service.
如遇下列情況，客戶應立即通知經紀：
(a) 已透過電子交易服務發出指示，但客戶沒有收到買賣盤號碼，或沒有收到關於指示或其執行的認收通知（無論以書面、電子或口頭方式）；或
(b) 客戶收到非由客戶發出的指示或其執行或與其發出的指示不符合的認收通知（無論以書面、電子或口頭方式）或懷疑有人於非授權下登入電子交易服務；或
(c) 客戶懷疑或察覺任何損失、盜竊、非授權透露或使用登入密碼；或其他情況。否則經紀或其任何代理人、僱員或代表人將不就此承擔客戶或其他人（透過客戶）就處理、錯誤處理或遺失透過電子交易服務發出指示而提出的任何索償。
- 2.6. The Broker reserves the right to suspend the Electronic Trading Service if an incorrect Access Code has been input on or more than 3 occasions.
如果錯誤的登入號碼和密碼被輸入超過三次，經紀有權暫停提供電子交易服務。
- 2.7. Notwithstanding any other provisions in this Agreement, where the Client is provided with Electronic Trading Service, following execution of the Client's trading orders, the Client accepts that The Broker may send to the Client and the Client agrees to receive trading confirmations and records (including but not limited to contract notes and statement of transactions) through electronic posting to the Account, the website operated by The Broker or the Client's email address (as provided in the Client Information Statement or notified by the Client from time to time) or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by The Broker and the Client shall print out such documents or make its own arrangement forthwith without delay to maintain its own records if necessary. If the Client insists to receive its trading confirmation and records in printed documents, The Broker is entitled to charge a reasonable fee for providing such service.
不論本協議中任何其他條款的規定，若客戶獲提供電子交易服務，於客戶的買賣指示被執行之後，客戶須接受經紀可以向客戶發出而客戶亦同意收取經紀通過電子告示方式向有關帳戶、經紀之網站或（客戶資料報表中提供或客戶不時通知）電郵地址發出或通過其他電子方式向客戶發出交易確認及記錄（包括但不限於成交單據及結單）以取代印本形式的文件。於經紀發出該些信息之後，客戶可隨意讀取該些信息。若有需要的話，客戶必須盡速列印該等電子信息或作出其他適當安排，以供其記錄之用。如客戶仍要求以印本形式收取其交易確認及記錄時，經紀可就提供該項服務收取合理費用。
- 2.8. The Client agrees that should Client experience any problems in reaching The Broker through the Electronic Trading Service or vice versa, the Client shall attempt to use an alternative method or device, as The Broker may make available, to communicate with The Broker to place the Client's orders and to inform The Broker of the difficulty the Client has experienced.

客戶同意如其未能透過電子交易服務與經紀聯絡，或經紀未能透過電子交易服務與客戶聯絡時，則客戶須運用經紀提供的其他聯絡途徑向經紀發出買賣指示，並通知經紀其遇上問題。

- 2.9. The Client acknowledges that the Electronic Trading Service, the website operated by The Broker, and the software comprised in them, are licensed or proprietary to The Broker. The Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the Electronic Trading Service, the website operated by The Broker or any of the software comprised in them.

客戶確認電子交易服務、經紀營辦的網站及其中的軟件均為經紀所擁有或授權使用，客戶不得及不可企圖干擾、更改、改動、反編碼、進行逆向工程或作其他任何改動或未經授權擅闖任何電子交易服務及經紀營辦的網站之任何部份或其中任何軟件。

- 2.10. The Client acknowledges that the Client has fully understood the implications of the risks associated with the Electronic Trading Service as set out in the Risk Disclosure Statement but agrees that the benefits of using the Electronic Trading Service outweigh these risks and waives any claim the Client might have against The Broker or any HTF company arising from:

- (a) systemic failures (including hardware and software failures);
- (b) The Broker's acceptance of any unauthorized instructions which appear or which The Broker believes to be from the Client;
- (c) failure or delay in the execution of instructions from the Client or execution of the Client's instructions at prices different from those prevailing at the time the instructions were given;
- (d) the Client's access to the website of The Broker or the Electronic Trading Service being limited or unavailable;
- (e) failure to or delay in dispatch or delivery of any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice;
- (f) Client's failure to use the Electronic Trading Service in accordance with the Agreement or any relevant agreement between The Broker and the Client; and
- (g) the Client's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service or the website operated by The Broker

客戶確認其完全瞭解載列於風險披露聲明中與電子交易服務相關的風險的含意，雖然存在風險，但是客戶同意使用電子交易服務所得的利益超過有關的風險。客戶現放棄其由於以下各項而可能對經紀提出的任何申索：

- (a) 系統故障（包括硬件及軟件故障）；
- (b) 經紀接受看似是或經紀認為是由客戶發出的任何指示，但其實是未經授權的指示；
- (c) 未執行或延誤執行客戶的指示，或按與發出指示時不同的價格執行客戶的指示；
- (d) 客戶與經紀的網站或電子交易服務接達被限制或無法進行；
- (e) 未送交或延誤送交透過電子交易服務提供或要求的任何通知或資料，或任何該等通知或其所載的任何資料有任何不準確、錯誤或遺漏；
- (f) 客戶沒有按照本協議或經紀與客戶簽立的任何相關的協議的規定使用電子交易服務；及
- (g) 客戶依賴、使用透過電子交易服務或由經紀營辦的網站提供的任何資料或素材，或按該等資料或素材行事。

PART IV – RISK DISCLOSURE STATEMENT

第四部份 – 風險披露聲明

1. RISK OF SECURITIES TRADING

證券交易的風險

- 1.1. 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.

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。

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

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

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。

- 2.2. Client 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.

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他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

- 2.3. Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

現時有關創業板股份的資料只可以在聯交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

- 2.4. Client should seek independent professional advice if client is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

假如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。

3. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE CLIENTS SECURITIES COLLATERAL

提供將客戶的證券抵押品等再質押的授權書的風險

- 3.1. There is risk if client provides The Broker with an authority that allows it to apply client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge client's securities collateral for financial accommodation or deposit client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.
向經紀提供授權書，容許其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其交收責任及債務的抵押品，存在一定風險。
- 3.2. If client's securities or securities collateral are received or held by The Broker in Hong Kong, the above arrangement is allowed only if client consents in writing. Moreover, unless client is a professional investor, client's authority must specify the period for which it is current and be limited to not more than 12 months. If client is a professional investor, these restrictions do not apply.
假如客戶的證券或證券抵押品是由經紀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為有效。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過 12 個月。若客戶是專業投資者，則有關限制並不適用。
- 3.3. Additionally, client's authority may be deemed to be renewed (i.e. without client's written consent) if The Broker issues client a reminder at least 14 days prior to the expiry of the authority, and client does not object to such deemed renewal before the expiry date of client's then existing authority.
此外，假如客戶的經紀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。
- 3.4. Client is not required by any law to sign these authorities. But an authority may be required by The Broker, for example, to allow client's securities or securities collateral to be lent to or deposited as collateral with third parties. The Broker should explain to client the purposes for which one of these authorities is to be used.
現時並無任何法例規定客戶必須簽署這些授權書。然而，經紀可能需要授權書，以便例如獲准將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。有關經紀應向客戶闡釋將為何種目的而使用授權書。
- 3.5. If client signs one of these authorities and client's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on client's securities or securities collateral. Although The Broker is responsible to client for securities or securities collateral lent or deposited under client's authority, a default by it could result in the loss of client's securities or securities collateral.
倘若客戶簽署授權書，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。雖然有關經紀根據客戶的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，但上述持經紀的違責行為可能會導致客戶損失客戶的證券或證券抵押品。
- 3.6. A cash account not involving securities borrowing and lending is available from most securities companies. If client does not wish client's securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.
大多數經紀均提供不涉及證券借貸的現金帳戶。假如客戶不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

4. RISKS ASSOCIATED WITH EXCHANGE TRADED FUNDS (ETFs)

交易所買賣基金的相關風險

- 4.1. Market risk
ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.
市場風險
交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別（如股票、債券或商品）的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。投資者必須要有因為相關指數／資產的波動而蒙受損失的準備。
- 4.2. Tracking errors
Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)
追蹤誤差
這是指交易所買賣基金的表現與相關指數／資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數／資產改變組合、交易所買賣基金經理的複製策略等等因素。（常見的複製策略包括完全複製／選具代表性樣本以及綜合複製，詳見下文。）
- 4.3. Trading at discount or premium
An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.
以折讓或溢價交易
交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場／行業的交易所買賣基金亦可能會有此情況。
- 4.4. Foreign exchange risk
Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.
外匯風險

若投資者所買賣交易所買賣基金的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響交易所買賣基金的價格。

4.5. Liquidity risk

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

流通量風險

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

5. COUNTERPARTY RISK INVOLVED IN ETFs WITH DIFFERENT REPLICATION STRATEGIES

交易所買賣基金的不同複製策略涉及對手風險

5.1. Full replication and representative sampling strategies

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

完全複製及選具代表性樣本策略

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

5.2. Synthetic replication strategies

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

(i) Swap-based ETFs

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets. Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

(ii) Derivative embedded ETFs

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers. Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

綜合複製策略

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

(i) 以掉期合約構成

總回報掉期（total return swaps）讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

(ii) 以衍生工具構成

交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

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

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

5.4. It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

投資者是否瞭解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。

6. RISKS ASSOCIATED WITH STRUCTURED PRODUCTS

結構性產品相關風險

6.1. Issuer default risk

In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.

Note: "Issuers Credit Rating" showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under CBCs section on the HKEX corporate website.

發行商失責風險

倘若結構性產品發行商破產而未能履行其對所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意結構性產品發行商的財力及信用。

注意：香港交易所公司網站的「衍生權證」及「牛熊證」內的「發行商與流通量提供者資料」均載列「發行商之信貸評級」，顯示個別發行商的信貸評級。

6.2. Uncollateralized product risk

Uncollateralized structured products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralized.

非抵押產品風險

非抵押結構性產品並沒有資產擔保。倘若發行商破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

6.3. Gearing risk

Structured products such as derivative warrants and callable bull/bear contracts (CBBCs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

槓桿風險

結構性產品如衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。

6.4. Expiry considerations

Structured products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

有效期的考慮

結構性產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

6.5. Extraordinary price movements

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

特殊價格移動

結構性產品的價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

6.6. Foreign exchange risk

Investors trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.

外匯風險

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

6.7. Liquidity risk

The Exchange requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

流通量風險

聯交所規定所有結構性產品發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來為止。

7. ADDITIONAL RISKS INVOLVED IN TRADING DERIVATIVE WARRANTS

買賣衍生權證的額外風險

7.1. Time decay risk

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

時間損耗風險

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

7.2. Volatility risk

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

波幅風險

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

8. ADDITIONAL RISKS INVOLVED IN TRADING CBBCs

買賣牛熊證的一些額外風險

8.1. Mandatory call risk

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

強制收回風險

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

8.2. Funding costs

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

融資成本

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

9. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

- 9.1. Client assets received or held by The Broker or its nominee(s) 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 (Cap. 571) 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. 經紀或其代理人在香港以外地方收取或持有客戶的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶的之資產將可能不會享有賦予在香港收取或持有客戶的資產的相同保障。

10. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK

在聯交所買賣納斯達克-美國證券交易所證券的風險

- 10.1. The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. Client should consult The Broker and become familiarized with the PP before trading in the PP securities. Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK.

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。客戶在買賣該項試驗計劃的證券之前，應先諮詢經紀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聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

11. RISK OF ELECTRONIC TRADING

電子交易的風險

- 11.1. Trading on an electronic trading system may differ from trading on other electronic trading systems. If client undertakes transactions on an electronic trading system, client will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that client's order is either not executed according to client's instructions or is not executed at all. In particular, client's attention is drawn to the following:

- (a) the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;
- (b) access to the website operated by The Broker or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;
- (c) instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
- (d) instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;
- (e) communications and personal data may be accessed by unauthorized third parties;
- (f) instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- (g) the status of client's instructions or orders for Transactions in the Account or execution thereof and client's cash position, securities position or other details relating to client's Account as reflected in any acknowledgement, confirmation or other record posted on The Broker's website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in client's Account conducted through the Electronic Trading Service and that, in the case of doubt, client should contact The Broker to ascertain the status of client's other Transactions in client's Account or other details relating to client's Account.

透過某個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如果客戶透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈能會導致客戶的買賣盤不能根據指示執行，甚至完全不獲執行。請客戶尤其注意以下各項：

- (a) 互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；
- (b) 與經紀的網站或電子交易服務接達可能因為高峰期、市場波動、系統故障（包括硬件或軟件故障）、系統升級或維修或因其他原因而隨時及不時被限制、延誤或無法進行；
- (c) 透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於（以適用者為準）無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- (d) 透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出時的通行價格不同；
- (e) 未經授權第三方可能獲得通訊及個人資料；
- (f) 透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (g) 刊登在經紀的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的進度或該等指示或買賣盤的執行，以及與投資者的帳戶有關投資者的現金狀況、商品狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄只反映透過經紀的網站進行的交易，如有疑問，投資者應聯絡經紀，以確定投資者的交易的進度或與投資者的帳戶有關的其他資料。

12. CURRENCY RISKS

貨幣風險

- 12.1. If client instructs The Broker to effect any Transaction which involves conversion of a foreign currency (i.e. currency other than Hong Kong Dollars), there may be profit or loss arising from the conversion of foreign currency as a result of fluctuations in currency rates. The currency rates may fluctuate dramatically

sometimes. It is as likely that the loss incurred from the conversion of foreign currency is greater than the profit made as a result of the Transaction.

假如客戶指示經紀進行任何交易涉及外國貨幣（除香港貨幣以外的貨幣）的兌換，有可能因匯率的波動而致使外國貨幣兌換上帶來利潤或招致虧損。匯率有時可能會非常波動，而兌換外國貨幣所招致的虧損可能多於交易所帶來的利潤。

PART V — ADDITIONAL TERMS FOR CASH ACCOUNT

第五部份 — 現金帳戶之附加條款

1. APPLICATION OF THE ADDITIONAL TERMS

本附加條款之適用

- 1.1. The provisions in these Additional Terms for Cash Account apply to Cash Accounts only.
本附加條款之條文只對現金帳戶適用。
- 1.2. The Client shall open and maintain a Cash Account with The Broker subject to the General Terms and Conditions and these Additional Terms for Cash Account and the Additional Terms for Electronic Trading Service (if applicable) and the Additional Terms for New Listing of Securities (if applicable).
客戶須根據一般條款及本現金帳戶之附加條款及電子交易服務之附加條款（如適用）及新上市證券之附加條款（如適用）與經紀開立及維持現金帳戶。

2. SECURITIES IN THE ACCOUNT

帳戶中的證券

- 2.1. The securities of the Client in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the securities which are listed or traded on market operated by SEHK or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by The Broker ("Local Securities") shall be:
 - (a) deposited in safe custody in a segregated account which is designated as a trust account or client account and maintained by The Broker in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities; or
 - (b) registered in the name of the Client.客戶於帳戶中的證券所獲取的對待及處理須符合《證券及期貨條例》的規定，尤其在聯交所營辦的市場上市或交易的證券或認可集體投資計劃的權益（根據《證券及期貨條例》定義）的證券以及經紀於香港收取或持有該等證券（「本地證券」），有關證券將：
 - (a) 被存放於經紀在認可財務機構、獲證監會核准的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指定為信託帳戶或客戶帳戶的獨立帳戶作穩妥保管；或
 - (b) 以客戶的名稱登記。
- 2.2. In respect of any securities of the Client other than Local Securities ("Overseas Securities") held for safekeeping by any other party engaged by The Broker on the Client's behalf, the Client hereby authorizes The Broker to instruct the relevant party on behalf of the Client to deposit such Overseas Securities in the safe custody of that party or its custodian or with any other institution in the relevant jurisdiction where the relevant Transaction was effected which provides facilities for the safe custody of documents.
由經紀代客戶聘用的任何人士或機構持有客戶擁有除本地證券以外之證券（「海外證券」）作保用途，以進行與海外證券有關之任何有關交易而言，客戶謹此授權經紀代客戶向有關方面發出指示，將該等海外證券存放於該方或其託管商，或在進行有關交易之相關司法管轄區內提供設施的其他機構代為保管。
- 2.3. Any securities held by The Broker on behalf of the Client in the manner mentioned in Clauses 2.1 and 2.2 or otherwise shall be at the sole risk of the Client and The Broker has no obligation to insure the Client against any kind of risk. The Broker shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such engagement or custody under the aforesaid clauses, including without limitation any losses arising from fraud or negligence of the party so engaged.
客戶須單獨承擔經紀以第 2.1 條及第 2.2 條所述或其他方式代客戶持有的任何證券引致的風險，經紀概無責任替客戶就各類風險購買保險。經紀亦無須承擔第 2.1 條及第 2.2 條中涉及聘用其他人士或保管商所引致之損失、費用或損害，包括不限於因聘用一方的欺騙或疏忽所引致的損失。
- 2.4. For any securities of the Client deposited with The Broker not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities which are received by The Broker shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by The Broker. For any securities forming part of a larger holding of identical securities which are held by The Broker for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by The Broker. The Broker shall not be responsible for any failure in making such distribution of any party which holds securities of the Client for safekeeping.
凡由經紀代客戶持有不以客戶的名義登記的證券並不是以客戶的名義登記，則任何就該等證券的應計股息、分派或利益將會由經紀代收，然後記入客戶的有關帳戶（或者按協定付款給客戶），經紀可就此收取合理行政費用。倘該等證券屬於經紀代客戶以及其他客戶持有較大數量的同一證券的一部份，客戶有權按其所佔的比例獲得該等證券的利益，經紀也可就此收取合理行政費用。倘持有客戶的證券以提供保管服務的其他人士未能作出有關的分配，經紀不須為此而負上任何責任。
- 2.5. Securities purchased for the Client will be delivered to the Client (or as the Client may direct) PROVIDED THAT such securities are fully paid and are not subject to any lien, and/or are not held as collateral by The Broker or any HTF company.
為客戶購買的證券將會交付給客戶（或如客戶所指示），唯該等證券須已全數付清代價，及該等證券並沒有受到任何留置權約束，及／或並非由經紀或瑞豐國際持有作為抵押品。
- 2.6. The Broker is not obliged to return the securities originally delivered or deposited by the Client but may return securities of the same class, denominations and nominal amount and ranking to the Client.
經紀不須向客戶交還客戶原先所交付或存放的證券，而只會向客戶付交還同一類別、面值、名義數額及等級

的證券。

- 2.7. Without prejudice to any other rights and remedies available to The Broker, The Broker is authorized to dispose of any of the securities from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to The Broker or a third person.
在不損害經紀可能擁有的其他權利和補救前提下，經紀獲授權處置不時由從客戶收取或代客戶持有的證券，以解除由客戶或代客戶對經紀或第三者所負的法律任何責任。
- 2.8. Except as provided in Clause 2.7 of the Additional Terms for Cash Account or Clauses 3.2, 6.2 and 7 of the General Terms and Conditions or permitted under the SFO, The Broker shall not without the Client's oral or written direction or standing authority deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client.
除本附加條款第 2.7 條及一般條款中第 3.2 條、第 6.2 條及第 7 條內所說明或《證券及期貨條例》所容許，經紀在未有獲得客戶作出之口頭或書面指示或常設授權前不得將客戶的任何證券存放、轉移、借出、質押、再質押或為任何其他目的以其他方式處理。
- 2.9. Subject to the provisions of the SFO, the Client agrees that The Broker is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client with any third party for any purpose by The Broker.
證券及期貨條例容許的情況下，客戶同意經紀有權為其本身的益處保留及無須向客戶交代源自任何經紀向第三者為任何目的借出或存放客戶的證券所獲取的任何收費、收入、回佣或其他利益。

PART VI — ADDITIONAL TERMS FOR NEW LISTING OF SECURITIES

第六部份 — 新上市證券之附加條款

1. APPLICATION OF THE ADDITIONAL TERMS

本附加條款之適用

- 1.1. The provisions in these Additional Terms for New Listing of Securities apply only to any Account in respect of which the Client has requested The Broker to apply on the Client's behalf for securities in new issue for listing on SEHK (an "Application") on the terms and conditions of this Agreement.
就客戶要求經紀代客戶於其帳戶申請在聯交所上市的新發行證券（「申請」）的情況下，本附加條款之條文只對該等帳戶適用。

2. TERMS FOR NEW LISTING OF SECURITIES

新上市證券條款

- 2.1. The Client authorizes The Broker to complete such application form as may be required, and represents and warrants to The Broker that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of the Client.
客戶授權經紀填妥可能需要的申請表，並且向經紀聲明和保證在申請表內申請人部份所載述或包含關於客戶的一切聲明、保證、確認和承諾均屬真實及準確。
- 2.2. The Client agrees to be bound by the terms of the new issue and in particular, the Client hereby:
- (a) warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities and the Client shall make no other application in that issue;
 - (b) authorizes The Broker to represent and warrant to SEHK that no other application shall be made or shall be intended to be made by the Client or for the Client's benefit;
 - (c) 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; and
 - (d) acknowledges that The Broker will rely on the above warranties, undertakings and authorizations in making the Application.
- 客戶同意受新發行的條款約束，尤其是客戶特此：
- (a) 保證及承諾申請乃為客戶利益，客戶或代表客戶遞交有關同一次證券發行所作出的唯一申請，而客戶在該次發行並沒有作其他申請；
 - (b) 授權經紀向聯交所聲明及保證客戶不會亦不擬作出其他申請，並且不會亦不擬為客戶的利益而作出其他申請；
 - (c) 客戶確認，倘若非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；及
 - (d) 確認經紀作出申請時，會依賴上述保證、承諾和授權。
- 2.3. In relation to a bulk application to be made by The Broker on behalf of The Broker, the Client and/or The Broker other clients, the Client acknowledges and agrees:
- (a) that if such bulk application may be rejected for reasons which are unrelated to the Client, The Broker, in absence of fraud, gross negligence or willful default, shall not be liable to the Client or any other person in consequence of such rejection; and
 - (b) to indemnify The Broker in accordance with Clause 10.2 of the General Terms and Conditions if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client.

有關經紀為經紀本身及/或客戶及/或經紀之其他客戶作出的大額申請，客戶確認和同意：

- (a) 該大額申請可能因與客戶無關的理由而遭到拒絕，而在沒有欺詐、嚴重疏忽或故意違約的情況下，經紀毋須就該拒絕對客戶或任何其他人士負上責任；及

- (b) 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，客戶須按一般條文中第 10.2 條條款向經紀作出賠償。

2.4. The Client may at the same time request The Broker to provide a loan to finance the Application (the “Loan”), the following provisions shall apply:

- (a) The Broker has discretion to accept or reject the request for the Loan.
- (b) Upon the acceptance of the request for the Loan, the employee or representative of The Broker will verbally or in writing confirm the terms of the Loan (“Agreed Loan Terms”) as agreed between The Broker and the Client, which shall be conclusive and binding on the Client.
- (c) Before the provision of the Loan, the Client shall provide The Broker a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Agreed Loan Terms.
- (d) Unless contrary to the Agreed Loan Terms:
- (i) the Loan amount is the total price of the securities (including applicable charges) applied under the Application less the amount of deposit in Clause 2.4(c); and
- (ii) the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Agreed Loan Terms.
- (e) The interest rate applicable to the Loan shall be determined under the Agreed Loan Terms.
- (f) When The Broker receives any refund in respect of the Application, The Broker has the right, at its discretion, to apply the same or part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Agreed Loan Terms.
- (g) In consideration for The Broker’s granting of the Loan to the Client, the Client charges to The Broker by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorizes The Broker to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to The Broker under the Loan so long as the Loan (including interest thereon) has not been repaid in full.
- (h) If HTF solicit the sale of or recommend any financial product to the client, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

客戶可同時要求經紀提供貸款作為申請用途（「貸款」），下列規定則適用：

- (a) 經紀有權酌情接受或拒絕貸款要求。
- (b) 經紀接受貸款要求時，經紀之僱員或代表會以口頭或書面形式確認經紀與客戶同意的貸款條款「約定貸款條款」，該等貸款條款應為決定性的，並對客戶具約束力。
- (c) 經紀提供貸款之前，客戶應按約定貸款條款內指定的金額和時限向經紀提供貸款按金，此按金應組成申請款項的一部份。
- (d) 除非約定貸款條款中另有指定：
- (i) 貸款金額應是申請書內所申請證券的總價格減除客戶依據第 2.4（c）條條款提供的按金款額；及
- (ii) 客戶應無權於約定貸款條款中指定的還款日期之前償還部份或全部貸款。
- (e) 適用於貸款的利率會根據約定貸款條款釐定。
- (f) 經紀在接獲關於申請的任何退款，不論是約定貸款條款指定的還款日期之前或之後，有權自行酌情把上述退款或其任何部份用以清還貸款及累計利息或把上述退款或其任何部份交還給客戶。
- (g) 因應經紀給予客戶的貸款，客戶將所有由貸款申請而獲得的證券以第一固定押記的形式抵押於經紀，作為對貸款及累計利息全部償還的持續性保證。在貸款（包括其累計利息）仍未全數償還前，客戶對上述證券概無管有權。客戶授權經紀在貸款（包括其累計利息）仍未全數償還前，得以酌情及不須事前通知客戶處置該等證券以支付客戶要清償或解除由經紀所提供的任何財務融資的責任。
- (h) 如果瑞豐國際向客戶徵求銷售或任何金融產品，則該金融產品必須適合客戶，經考慮到您的財務狀況，投資經驗和投資目標。不論本協議另有規定或任何其他文件我們可能會要求您簽署，任何聲明也不會引致減免本條款。

PART VII — PERSONAL DATA

第七部份 — 個人資料

1. INTERPRETATION

釋義

- 1.1. Terms and expressions defined in this Agreement shall have the same meaning in this Part VII unless the context otherwise requires. References to clauses in this Part VII shall refer to clauses contained in this Part VII, unless the context otherwise requires.

本協議所定義之詞語及與本第七部份所述之意義相同，除非文意另有所指。本第七部份所指的條款是指本第七部份所包含的條款，除非文意另有所指。

- 1.2. In the event of any inconsistency between the provisions of this Agreement and this Part, the provisions of this Part VII shall prevail.

如果本協議條款與本第七部份條款之間有任何不一致，則以本第七部份條款為準。

2. From time to time, it shall be necessary for Client to supply HTF with data (including “personal data” as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from

time to time) in connection with the establishment or continuation of accounts or the provision of services by HTF and generally Client's relationship with HTF in HK. This may include but will not be limited to information obtained in relation to Client's identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client's financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow HTF to use or disclose, such data may result in HTF being unable to provide, or continue to provide any of the above facilities or services to or for client in Hong Kong or elsewhere.

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

3. The purposes for which data may be collected, used and/or disclosed by HTF (whether before or after the termination of Client's relationship with HTF) are set out as follows:
瑞豐國際可能基於下列目的收集、使用及／或披露資料（不論在客戶終止與瑞豐國際的關係之前或之後亦然）：
 - 3.1. the processing of applications for, and daily operation of services provided to Client or to other persons for whom Client acts as guarantor or for whom Client provides third-party security;
處理客戶、客戶作為其／其等擔保人或向其／其等提供第三方抵押的其他一位或多位人士所提出的服務申請，或向客戶或該／該等人士所提供服務的日常工作；
 - 3.2. customer relationship management (including but not limited to loyalty programs or privileges and rewards schemes);
客戶關係管理（包括但不限於忠誠客戶計劃、優惠及獎勵計劃）；
 - 3.3. conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management;
執行、尋求或取得信用審查、核對程序、資料確認、盡職審查以及風險管理；
 - 3.4. assisting other financial institutions to conduct credit checks and collect debts;
協助其他金融機構進行信用審查及追討債務；
 - 3.5. ensuring Client's or any surety's ongoing creditworthiness;
確保客戶或任何擔保人維持可靠信用；
 - 3.6. maintaining Client's or any surety's credit history for present and future reference;
維持客戶或任何擔保人的信用記錄作為現在或將來參考之用；
 - 3.7. improving, enhancing, designing or launching existing or new financial services or related products for Client's use (including, where appropriate, providing Client with financial advice);
改善、加強、設計或發行供客戶使用的現有的或新的金融服務或相關產品（包括在適當的情況下向客戶提供財務意見）；
 - 3.8. if Client has consented (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the Group and/or entities outside the Group in the Account Application, or otherwise marketing the following goods, products, services and facilities:
 - (i) Financial services;
 - (ii) Related investment products;
 - (iii) Financial and investment advice;
 - (iv) Client relationship management services;
 - (v) Client credit protection and maintenance services; or
 - (vi) Any other related goods, products or services that HTF or a member of the Group may develop under paragraph 3.7 of this Part VII, unless Client instructs HTF otherwise, and seeking or obtaining the same;倘客戶在帳戶申請時或在其他情況已同意（包括不反對之暗示）集團成員及／或集團以外的實體使用客戶個人資料以作直接促銷的用途，藉向客戶推廣下列貨品、產品、服務和設施：
 - (i) 金融服務；
 - (ii) 相關投資產品；
 - (iii) 金融與投資建議；
 - (iv) 客戶關係管理服務；
 - (v) 客戶信用的保護和維護服務；或
 - (vi) 除非客戶對瑞豐國際另有指示，任何瑞豐國際或本集團成員公司可根據本第七部份第 3.7 段發展其他相關的產品或服務，及尋求或取得該等產品或服務；
 - 3.9. determining the amount of indebtedness owed to or by Client or any surety;
決定客戶或任何擔保人與瑞豐國際之間的債務數額；
 - 3.10. collecting of amounts outstanding from Client or any surety;
向客戶或任何擔保人追收欠款；
 - 3.11. meeting any requests or requirements to make disclosure under the Laws;
滿足法例所提出的資料披露請求或要求；
 - 3.12. enabling an actual or proposed assignee of HTF in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment;
使瑞豐國際在合併、併合、重組或其他情況下的實際或建議承讓人對擬作轉讓的交易進行評核；
 - 3.13. any other purpose disclosed in the website(s) of HTF or a member of the Group from time to time;
任何其他在瑞豐國際或本集團成員公司網站上不時披露的用途；
 - 3.14. commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;
在任何法院或主管當局展開或進行答辯或以其他形式參與任何法律或行政程序；
 - 3.15. satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by

the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in HK and/or any part of the world;

遵守證監會頒佈（並不時修訂）的公司收購、合併及股份購回守則及／或香港及／或世界任何地方有關收購之任何其他適用法例及／或監管規則的任何要求；

- 3.16. seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, business consulting, outsourcing, or other services to HTF in connection with the operation of its business; and
尋求或取得的行政、電訊、電腦、付款、債務追討或證券結算、託管、提供市場資料、審計、銀行、融資、保險、業務諮詢、外判服務或其他予瑞豐國際的與其業務經營相關的服務；以及

- 3.17. any other lawful purpose directly or indirectly relating or incidental to any of the above.

任何與上述直接或間接有關或附帶的用途。

4. Data held by HTF relating to Client, any surety and/or the Account shall be kept confidential but HTF may, at its sole discretion, provide such information to the following persons for direct marketing purposes (whether consented (including an indication of no objection) by Client) or any other purposes permitted by this Part VII:

瑞豐國際所持有關於客戶、任何擔保人及／或帳戶的資料必須保密，惟瑞豐國際可以根據其獨有酌情權向下列人士提供該等資料作直接促銷用途（當客戶同意（包括不反對之暗示）時）或本第七部份所允許的任何其他用途：

- 4.1. any agent, contractor or third party service provider (whether in HK or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to HTF in connection with the operation of its business;

任何向瑞豐國際提供行政、電訊、電腦、付款、追討債務、證券結算、託管、提供市場資料、審計、銀行、融資、保險、風險管理、業務諮詢、外判服務、客戶關係管理、營銷或其他瑞豐國際業務運作相關服務的代理人、承辦商或第三方服務供應商（不論在香港或其他地方）；

- 4.2. any branch or office of HTF or any member of the Group, whether in HK or elsewhere;

在香港或其他地方的瑞豐國際分支機構、辦事處或在香港或其他地方的任何集團成員；

- 4.3. any person acting or proposing to act as surety;

作為擔保人或擬作為擔保人的任何人士；

- 4.4. any person under a duty of confidentiality to HTF (or any member of the Group) or who has undertaken to keep such information confidential;

對瑞豐國際（或任何集團成員）負有保密責任或者經已承諾對該等資料保密的任何人士；

- 4.5. any financial institution with which Client has or proposes to have dealings;

與客戶進行交易或擬作交易的任何金融機構；

- 4.6. credit reference agencies and, in the event of default, to debt collection agencies;

信貸資料服務機構；如果客戶欠帳，可將資料提供予債務追討機構；

- 4.7. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

向出票人提供已付款支票副本（其中可能載有收款人資料）的付款銀行；

- 4.8. any actual or proposed assignee or transferee of HTF;

瑞豐國際任何實際或提議的承讓人或受讓人；

- 4.9. any person or entity who has established or proposes to establish any business relationship with HTF or the recipient of the data; and

與瑞豐國際經已建立或擬建立任何業務關係的任何人士或實體或資料接受人；以及

- 4.10. any person in accordance with the Laws or Regulatory Rules including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions, whether as required by the Laws and Regulatory Rules that are applicable to any member of the Group, or otherwise, or any company issuing a notice under section 329 of the SFO.

符合法例或任何監管規則（包括通過或根據法院、仲裁庭、金融糾紛調解中心有限公司、政府、監管或其他團體或機構的任何規則、判決、決定或裁決）的任何人士，不論是根據法律或監管規則適用於任何集團成員的規例或其他規定之要求或其他情況；或者發出＜證券及期貨條例＞第 329 條所指通知的任何公司。

5. Client agrees that data may be transferred overseas pursuant to the provisions of this Part VII.

客戶同意，有關資料可以根據本第七部份的條款轉移到海外。

6. Client agrees to allow HTF to disclose Client's data for the purposes and to those persons as set out in this Part VII and to use such data pursuant to this Part VII.

客戶同意容許瑞豐國際可為本第七部份所列之目的及向於本第七部份所列人士披露客戶資料及可按本第七部份使用該等資料。

7. Where Client supplies HTF with any data (including personal data), Client represents and warrants to HTF that Client has taken all action necessary to authorize the disclosure of such data to HTF and the use by HTF of such data pursuant to this Agreement.

當客戶向瑞豐國際提供任何資料（包括個人資料）時，客戶向瑞豐國際陳述、聲明並保證，客戶經已採取一切必要行動獲授權可向瑞豐國際披露及容許瑞豐國際可按本協議使用該等資料。

8. Client may request to ascertain whether HTF holds Client's personal data and HTF's policies and practices in relation to personal data. Further, Client may request access to and correction of Client's personal data.

Client also has the right to be informed about the kind of personal data held by HTF and which items of data HTF routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14) days advance notice to the HTF Compliance Department, HTF may charge a reasonable fee for processing any data access request.

客戶可要求確定瑞豐國際是否持有客戶的個人資料及瑞豐國際有關個人資料之政策及實務。再者，客戶可以查詢及更改客戶個人資料。客戶亦有權了解瑞豐國際持有的個人資料之種類及瑞豐國際常規性地向信貸資料服務機構所披露的資料項目，並有權獲得進一步的資料，以便向相關信貸資料服務機構作出查詢及更改資料的要求。任何有關要求應提前 14 日以書面通知瑞豐國際證券有限公司合規部主管，瑞豐國際可能會收取合理費用，以處理任何查閱資料之要求。

9. Where HTF grants any credit facilities to Client or to another person for whom Client acts as guarantor, in the event that Client or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant Regulators from time to time, data (which has been provided by HTF to the relevant credit reference agency) may be retained by that credit reference agency until the expiry of five (5) years from the date of final settlement of the amount in default or five (5) years from the date of Client's discharge from bankruptcy as notified to that credit reference agency, whichever is earlier. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, Client may instruct HTF to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination.

當瑞豐國際提供融資安排予客戶或客戶作為其擔保人的另一名人士時，倘若客戶或借款人拖欠還款超過 60 日或者法律或相關監管機構不時規定的其他期限，有關信貸資料服務機構可以保留瑞豐國際向其提供之資料直至欠款最終清償之日起計 5 年屆滿為止或該信貸資料機構接獲客戶解除破產通知之日起計 5 年屆滿為止，以較早的日期為準。倘相關帳戶因全數還款而結束，及若在帳戶結束前 5 年為沒有重大欠帳，則客戶有權指示瑞豐國際向有關信貸資料服務機構提出請求將關於已結束帳戶之任何帳戶資料從其資料庫內刪除，但該指示須於帳戶結束後 5 年內作出。

10. Without limiting the other provisions of this Part VII where Client applies for credit (including any loan, overdraft facility or any other kind of credit) to be granted to Client or to another person for whom Client acts as guarantor, the data which Client provides to HTF may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time.

在無限制本第七部份之其他條款下，當客戶申請向其或向客戶作為其擔保人的另一名人士授予信貸安排(包括任何貸款、透支服務或任何類型的信貸)，客戶向瑞豐國際所提供的資料可能會被移交至信貸資料服務機構或債務追討機構(後者適用於拖欠債務的情況)，但必須合乎根據不時修訂的〈個人資料(私隱)條例〉下所頒佈的個人信貸資料實務守則的條文。

11. For the purposes of this Part VII, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether Client as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue).

就本第七部份而言，若適用，帳戶資料可包括帳戶一般資料(即相關帳戶的一般細節，例如開戶日期、還款條款、客戶是借款人或擔保人、批核的貸款金額、還款條款)以及帳戶還款資料(例如已償還金額、貸款未清還餘額，欠款資料包括拖欠金額及拖欠日數)。

12. Without prejudice to the right of HTF to rely on grandfathering provision(s) or exemption(s) under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the Group in the Account Application, or otherwise Client agrees and consents that HTF may send by telephone, mail, email or other electronic means to Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of HTF, Client may be interested in. Client agrees that to the extent permitted by Laws and the Regulatory Rules the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding, clients may request not to receive such direct marketing materials or messages from HTF at any time by writing to HTF. Unless the client has made a written request, the client shall be deemed willing to receive any such information,

在無損瑞豐國際依賴不時修訂的〈個人資料(私隱)條例〉下原有的條文或豁免，通過同意(包括不反對的暗示)集團成員在帳戶申請時使用客戶個人資料以作直接促銷用途，客戶同意，瑞豐國際可以透過電話、郵寄、電郵或其他電子方式，不時向客戶發送瑞豐國際認為客戶可能有興趣並且與服務或產品相關的直接促銷材料。客戶同意，在法律或監管規則許可的前提下，在此作出的同意即被視為滿足任何適用的私隱規則或規例的特定選擇接收之要求。雖然如此，客戶可以隨時透過書面方式，向瑞豐國際要求不再接收有關直接促銷材料或訊息。除非客戶經已提出書面要求，否則客戶將被視為願意接收任何該等資訊，

13. The contents of this Part may be updated by HTF by giving written notice to Client at any time.
瑞豐國際可隨時就更新本部份向客戶發出書面通知。

PART VIII — FOREIGN LAW REQUIREMENTS

第八部份 — 外國法要求

1. INTERPRETATION

釋義

1.1. Definitions

In this Part VIII, unless the context otherwise requires, the following words and expressions have the meanings set out below:

“Close-Out Amount” means, unless otherwise specifically provided for in the transaction documentation applicable to a particular transaction or group of transactions, with respect to each terminated transaction, the amount of the losses or costs of HTF that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of HTF that are or would be realized under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for HTF the economic equivalent of the material terms of that terminated transaction. Any Close-out Amount will be determined by HTF (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. Unpaid Amounts in respect of a terminated transaction and legal fees and out-of-pocket expenses are to be excluded in all determinations of Close-out Amounts. In determining a Close-out Amount, HTF may consider any relevant information, including, without limitation, quotations (either firm or indicative) for replacement transactions supplied by one or more third parties and market data in the relevant market. When it is commercially reasonable to do so, HTF may in addition consider in calculating a Close-out Amount any loss or cost (or gain) incurred in connection with its terminating, liquidating or re-establishing any hedge related to a terminated transaction. Commercially reasonable procedures used in determining a Close-out Amount may include the application of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by HTF in the regular course of its business in pricing or valuing transactions.

“FATCA” means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with item (a) including as entered into by the government of HK;
- (c) agreements between HTF and the IRS or other regulator or government agency pursuant to or in connection with item (a); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., HK or elsewhere pursuant to any of the foregoing.

“Foreign Law Requirement” means any obligation imposed on HTF pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which HTF considers itself bound);
- (b) HK laws that implement HK’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (c) agreements entered into between HTF and a foreign government (including the government of the PRC) or regulator;
- (d) agreements entered into between HTF and any counterparty or between HTF and any issuer of securities or other investment products under or pursuant to or in connection with which HTF is required to comply with any foreign laws or any guidelines or guidance mentioned in item (e) below; or
- (e) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of HK in respect of items (a) to (c).

For the avoidance of doubt, this definition includes any obligation or requirement applying to HTF as amended or introduced from time to time, including pursuant to FATCA.

“Government Authority” means any government, government body, government agency or regulator, in or outside of HK, including the Inland Revenue Department of HK and the IRS.

“HK” means the HK Special Administrative Region of the PRC.

“IRS” means the U.S. Internal Revenue Services.

“PRC” means the People’s Republic of China (excluding HK, Macau and Taiwan).

“Relevant Information” means any information, document or certification given by or relating to Client, any Ultimate Owner, any authorized representatives of the Client, any Account with HTF or any transaction and shall include where the context permits identity information and personal data including Client’s name, address, tax payer identification number, Account numbers, Account balances or value and any payments made in respect to the Accounts.

“Ultimate Owner” means any ultimate beneficial owner of any Account with HTF, the person ultimately responsible for giving of instructions of any transaction, any person who act on Client’s behalf in receiving payment or any other person identified by HTF in its sole and absolute discretion as being connected with Client.

“Unpaid Amounts” mean any unpaid amounts and the value of unsettled transactions together with interest thereon as determined by HTF in good faith and a commercially reasonable manner.

“U.S.” means the United States of America

定義

除非上下文另有規定，本第八部份中的詞彙與術語具有以下含義：

「結算款項」，除非在適用於特定交易或特定交易組別的交易文件中另有特別規定外，就每筆被終止交易而言，結算款項是指瑞豐國際在替代該筆被終止交易，或在提供與其具有同等經濟效益時，在當時情況下遭受或將會遭受的損失或費用金額（以正數表示）或瑞豐國際在當時情況下實現或將會實現的收益金額（以

負數表示)。任何結算款項將由瑞豐國際(或其代理)以真誠及商業上合理的程序釐定,以達致商業上合理的結果。在釐定結算款項過程中,結算款項均不包括有關某筆被終止交易的未付款項、法律費用及實付費用。在釐定結算款項時,瑞豐國際或會考慮任何相關資料,包括但不限於一個或多個第三方提供的有關替代交易的確定或參考報價,以及相關市場的市場數據。如在商業上合理的話,瑞豐國際或會在計算結算款項時額外考慮就其終止、清盤或重新設立與某一交易有關的任何對沖所產生的任何損失或費用(或收益)。釐定結算款項所用的商業合理程序可能包括應用瑞豐國際在釐定結算款項時,於日常業務過程中為交易定價或作估值時使用的定價或其他估值模型。

「<海外戶口稅收合規法>」或「FATCA」指:

- (a) <1986年美國國內收入法>(U. S. Internal Revenue Code of 1986)(經修訂)第1471條至1474條,或其任何修訂或繼任版本;
- (b) 政府與規管機構之間就上述(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排);
- (c) 瑞豐國際與 IRS 或其他規管機構或政府機構根據或就上述(a)項訂立的協議;及
- (d) 根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例。

「外國法要求」指向瑞豐國際施加任何義務的任何現行或今後實行的以下各項:

- (a) 外國法律(包括瑞豐國際認為其受約束的外國法律);
- (b) 執行因香港與外國政府(包括中國政府)或規管機構所訂立協議下的義務而產生的香港法律;
- (c) 瑞豐國際與外國政府(包括中國政府)或規管機構訂立的協議;
- (d) 瑞豐國際與任何交易對手達成的,或者瑞豐國際與任何證券或投資產品發行人達成的協議,在該等協議中,瑞豐國際應當遵守任何外國法或下述第(e)項中提及的任何指引或準則;或

(e) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就上述(a)至(c)項頒佈的指引或準則。為免存疑,該定義包含適用於瑞豐國際的任何不時經修訂或頒佈的義務或規定,包括根據 FATCA 適用於瑞豐國際的義務或規定。

「政府機關」指於香港境內或境外的任何政府、政府團體、政府機構或規管機構,包括香港稅務局及 IRS。

「香港」指中華人民共和國香港特別行政區。

「IRS」指美國國家稅務局(Internal Revenue Services)。

「中國」指中華人民共和國(不包括香港、澳門及臺灣)。

「有關資料」指客戶提供的或關於客戶、任何最終擁有人、客戶的任何獲授權代表、於瑞豐國際開立的任何帳戶或任何交易的任何資料、文件或證明書,以及凡文意允許之處,須包括身份資料及個人資料,包括客戶的名稱、地址、納稅人識別號、帳戶號碼、帳戶餘額或價值,以及任何與帳戶有關的付款。

「最終擁有人」指於瑞豐國際開立任何帳戶的任何最終實益擁有人、就發出任何交易指示負上最終責任的人士、代客戶領取付款的任何人士,或瑞豐國際按其唯一絕對酌情權識別為與客戶有關聯的任何其他人士。

「未付款項」指任何未付款項及由瑞豐國際真誠及以商業上合理方式釐定的任何未結算交易的價值,連同有關利息。

「美國」指美利堅合眾國。

- 1.2. Terms and expressions defined in this Agreement shall have the same meaning in this Part VIII unless the context otherwise requires. References to clauses in this Part VIII shall refer to clauses contained in this Part VIII, unless the context otherwise requires.

除非上下文意另有所指,本協議中已有定義的詞彙及術語在本第八部份中具有相同含義。本第八部份中提及的條款,均指第八部份中的條款,但上下文另有規定的除外。

- 1.3. In the event of any inconsistency between the provisions of this Agreement and this Part VIII, the provisions of this Part VIII shall prevail; provided, however, that this Part VIII in no way seeks to limit any of HTF's rights under this Agreement and should be interpreted accordingly.

當本協議的條文與本第八部份存在不一致時,概以本第八部份的條文為準;惟本第八部份並非旨在限制瑞豐國際在本協議項下的權利,以及應當據此詮釋。

2. UNDERTAKING TO PROVIDE INFORMATION

承諾提供資料

- 2.1. Client agrees that HTF may disclose Relevant Information to any person or Government Authority, whether or not established under HK law, as required under any Foreign Law Requirement (including but not limited to FATCA) as determined by HTF.

客戶同意,瑞豐國際可根據任何外國法要求(包括但不限於 FATCA),向任何人士或政府機關(不論是否根據香港法例成立)披露瑞豐國際決定的有關資料。

- 2.2. Client undertakes to provide HTF with information, documents and certifications as reasonably required by HTF in order to meet HTF's obligations under any Foreign Law Requirement (including but not limited to FATCA).

客戶承諾向瑞豐國際提供瑞豐國際為履行其於任何外國法要求(包括但不限於 FATCA)項下的義務而合理要求的資料、文件及證明書。

- 2.3. Client will, promptly and from time to time, supply HTF with identity information and personal data in connection with the establishment or continuation of any Account with HTF or provision of services. Client further acknowledges that failure to supply Relevant Information may result in HTF being unable to effect a transaction, provide the services under this Agreement or operate or maintain any Account with HTF; or may result in HTF terminating the Account. It may also result in HTF having to withhold or deduct amounts as required under any Foreign Law Requirement (including but not limited to FATCA).

客戶將不時立即向瑞豐國際提供與於瑞豐國際開立或維持開立任何帳戶或提供服務有關的身份資料及個人資料。客戶進一步確認:如未能提供有關資料,則可能導致瑞豐國際不能進行交易,或不能向客戶提供本協議項下的服務,或不能操作或維持於瑞豐國際開立的任何帳戶,或導致瑞豐國際終止帳戶,且亦可能導致瑞豐國際須根據任何外國法要求(包括但不限於 FATCA)扣繳或扣減款項。

- 2.4. Client shall notify HTF forthwith of any change to the Relevant Information. HTF shall be entitled to rely fully on all such Relevant Information for all purposes until HTF is notified to the contrary in writing and any such written notification shall be duly signed by Client. Client understands and accepts that notwithstanding anything to the contrary which may be contained in this Agreement including this Part VIII, any change to any such information shall not take effect until five (5) days after the actual receipt by HTF of the relevant written notification or until such shorter period of time as may be agreed by HTF in writing.

若有關資料有任何改動，客戶須立即通知瑞豐國際。除非瑞豐國際接獲客戶以書面通知的任何變更，否則瑞豐國際有權完全依賴該等有關資料作一切用途及任何該等書面通知須由客戶恰當地簽署。客戶明白及接受：儘管本協議（包括本第八部份）或另有相反規定，任何該等資料之任何變更，只會在瑞豐國際確實收妥有關書面通知當日起計 5 日後或瑞豐國際可以書面同意之較短時間後才會生效。

- 2.5. For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes nondisclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by Client for purposes of such law. 為免存疑，倘若任何適用的禁止披露要求、保密要求、銀行業秘密要求、數據私隱要求或其他法律不允許對交易或本部份要求或允許進行披露的類似資料進行披露，但卻允許一方同意放棄上述禁止要求，則此處之同意及承諾即視為客戶為上述法律之目的作出的同意。

3. INDEMNITY

彌償

Without limiting any other indemnity provided by Client, Client will indemnify HTF and its directors, employees and representatives against any liability, reasonable loss or expense (including tax or levy) arising from Client's instructions, Account or the provision of a service to Client, including as a result of any failure by Client to comply with this Agreement, including this Part VIII, Client or other agent of Client providing misleading or false information in respect of Client or any other person or matter in connection with this Agreement, unless HTF is guilty of willful misconduct.

在並無限制客戶提供的任何其他彌償的情況下，客戶將就因客戶的指示、帳戶或向客戶提供服務而產生的責任、合理損失或開支（包括稅費及其他徵費），包括因為客戶未能遵守本協議（包括本第八部份）、客戶及客戶的其他代理人就客戶或任何其他人士或與本協議有關聯的事宜提供具誤導成份或錯誤的資料而引致的任何責任、合理損失或開支（包括稅費或其他徵費），向瑞豐國際、其董事、僱員及代表作出彌償，但瑞豐國際的故意不當行為罪行所造成者則另作別論。

4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

同意扣減和扣繳款項及暫停交易

- 4.1. Client acknowledges and agrees that notwithstanding any other provisions of this Agreement:

- (a) any payments by HTF under this Agreement will be subject to taxes, levies, imposts, duties or other charges, withholding and/or deduction of a similar nature, at present or in the future, as required under any Foreign Law Requirement (including but not limited to FATCA), including but not limited to value added taxes, stamp duties, fines, penalties or interest payable in connection with any failure to pay or any delay in paying any of the above;
- (b) any amount withheld under paragraph (a) above may be held in whatever Account or in whatever manner determined by HTF; and
- (c) HTF is not liable for any gross up, loss or damage suffered as a result of the exercising of our rights under this Clause 4.1.

本協議內有任何其他條文，客戶確認及同意：

- (a) 瑞豐國際根據本協議支付的任何款項，將須根據外國法要求（包括但不限於 FATCA）於目前或將來被征稅費、徵費、稅金、關稅或其他費用，或進行類似性質的扣繳及／或扣減，該等款項包括但不限於未能支付或遲延支付上述稅費而遭致的增值稅、印花稅、罰金、處罰或利息；
- (b) 據上述第（a）段被扣繳的任何款項可於瑞豐國際決定的任何帳戶或按瑞豐國際決定的任何方式持有；並且
- (c) 毋須對因瑞豐國際行使其於本第 4.1 條的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

- 4.2. Client further acknowledges and agrees that

- (a) HTF has the right to refuse to carry out any instruction or perform any service under this Agreement if such instruction or service, in HTF's opinion, is in contradiction with or constitutes a breach of any Foreign Law Requirement (including but not limited to FATCA) and/or HTF's policies in relation thereof;
- (b) any transaction, payment or instruction under this Agreement may be delayed, blocked, transferred or terminated as required for HTF to meet its obligations including those under any Foreign Law Requirement (including but not limited to FATCA) as determined by HTF; and
- (c) Client waives any rights to claim for any loss, damage, cost or expenses suffered as a result HTF exercising its rights under the Part VIII.

客戶進一步確認及同意：

- (a) 倘若瑞豐國際認為本協議項下的任何指示或服務將違反任何外國法要求（包括但不限於 FATCA）及／或瑞豐國際與之有關的政策，或者與之有所抵觸，瑞豐國際有權拒絕執行該等指示或提供該等服務；
- (b) 如瑞豐國際為履行其義務（包括任何外國法要求（包括但不限於 FATCA）項下的義務）而有需要的話，瑞豐國際可延遲、暫停、轉讓或終止本協議項下的任何交易、付款或指示；以及
- (c) 倘若因瑞豐國際行使其於第八部份中的權利而致使客戶遭受損失、損害、成本或開銷，客戶於此放棄向瑞豐國際進行索償的一切權利。

5. TERMINATION

終止

- 5.1. HTF may take such action that it deems in its sole discretion as appropriate, in respect of the Account, including without limitation suspending or closing the Account if Client fails to comply with any requirement of this Part VIII in respect of any Foreign Law Requirement (including but not limited to FATCA), including failing to provide information, documents and supporting materials as required by HTF or closure is otherwise necessary or convenient for compliance with any Foreign Law Requirement (including but not limited to FATCA).

倘若客戶未能就外國法要求（包括但不限於 FATCA）遵守本第八部份的任何要求，包括未能提供瑞豐國際要求的資料、文件及支持材料，或者終結帳戶對於遵守外國法要求（包括但不限於 FATCA）而言是必要或方便的，則瑞豐國際有自主酌情權可向帳戶採取所需行動包括但不限於暫停或終結帳戶。

- 5.2. If HTF terminates the services under this Agreement and close the Account(s) of Client, then HTF shall have

the right, by termination notice to Client, to designate a day not earlier than the day such termination notice is effective as a close-out date (the "Close-Out Date") and close out some or all of the outstanding transaction(s) in relation to the terminated Account(s) of Client at HTF's sole and absolute discretion. For the avoidance of doubt, when exercising its right to close out the transactions pursuant to this Clause 5, HTF is not liable for any losses or damages arising therefrom.

倘若瑞豐國際終止本協議項下的服務並終結客戶的帳戶，則瑞豐國際有權以向客戶發出終止通知，其中指定某個不早於該終止通知生效日期的日子為結算日期（「結算日期」），並依據瑞豐國際的唯一絕對酌情權終止並結算與客戶被終止帳戶有關的部分或全部未完成交易。為免存疑，在行使本第 5 條賦予的權利終止並結算交易時，瑞豐國際不對其中產生的任何損失或損害承擔責任。

5.3. HTF shall calculate in good faith, with respect to such terminated transaction(s) as of the Close-Out Date or as soon thereafter as reasonably practicable, the early termination amount (the "Early Termination Amount") as follows:

- (a) for each such terminated transaction or each group of such terminated transactions, calculate a Close-Out Amount;
- (b) calculate the Early Termination Amount being an amount equal to (1) the sum of (A) the aggregate sum of the Close-Out Amount (whether positive or negative) for each terminated transaction, (B) the Unpaid Amounts owing to HTF and (C) any legal cost and out-of-pocket expenses incurred by HTF in good faith less (2) the Unpaid Amount owing to Client; and
- (c) if the Early Termination Amount is a positive number, Client will pay it to HTF; if the Early Termination Amount is a negative number, HTF will pay the absolute value of the Early Termination Amount to Client.

瑞豐國際應於結算日期或在合理切實可行情況下盡快按以下方式真誠計算有關該等被終止交易的提早終止款項（「提早終止款項」）：

- (a) 就各項該等被終止交易或各組該等被終止交易計算結算款項；
- (b) 計算提早終止款項，該款項等於（1）（A）各筆被終止交易的結算款項之總額（不論正數或負數），（B）欠負瑞豐國際的未付款項與（C）瑞豐國際真誠招致之任何法律費用或實付費用之和，減去（2）欠負客戶的未付款項；及
- (c) 若提早終止款項為正數，則客戶將向瑞豐國際支付有關款項；若提早終止款項為負數，則瑞豐國際將向客戶支付該提早終止款項的絕對值。

PART IX — PROFESSIONAL INVESTOR

第九部份 — 專業投資者

The definition of "Professional Investor" under the SFO (note that, for ease of reference, certain other defined terms have been paraphrased)

根據香港法例第 571 章「證券及期貨條例」：

"Category A" Professional Investor

- (a) certain recognized exchange companies, clearing houses, exchange controllers or investor compensation companies, or persons authorized under the SFO to provide automated trading services;
- (b) SFO licensed/registered firms and banks, or any person carrying on the business of the provision of investment services and regulated under the law of any place outside HK;
- (c) HK and overseas regulated banks;
- (d) insurers authorized under the Insurance Companies Ord., or any person carrying on insurance business and regulated under the law of any place outside HK;
- (e) any scheme which is an authorized collective investment scheme under the SFO, or any scheme which is similarly constituted under the law of any place outside HK and, if regulated under such laws, is permitted to be operated under those laws, and any person operating either such scheme;
- (f) any HK registered mandatory provident fund scheme (or its constituent fund), or its approved trustee, service provider or investment manager;
- (g) certain HK and non-HK occupational retirement schemes;
- (h) any government, central bank or multilateral agency, e.g. the World Bank;
- (i) (except for the purposes of licensing under the SFO), any wholly-owned subsidiary (direct or indirect) of a company falling within (a) or (b) above, or any (direct or indirect) parent company (holding all of the issued share capital) of any company falling within (a) or (b) above, or any other wholly-owned subsidiary (direct or indirect) of such a parent company.

A 類「專業投資者」指

- (a) 認可交易所、認可結算所、認可控制人或認可投資者賠償公司，或根據本條例第 95（2）條獲認可提供自動化交易服務的人
- (b) 中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人
- (c) 認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行
- (d) 根據〈保險公司條例〉（第 41 章）獲授權的保險人，或經營保險業務並受香港以外地方的法律規管的其他人
- (e) 符合以下說明的計劃：（a）屬根據本條例第 104 條獲認可的集體投資計劃；或（b）以相似的方式根據香港以外地方的法律成立，並（如受該地方的法律規管）根據該地方的法律獲准許營辦，或營辦任何該等計劃的人；
- (f) 〈強制性公積金計劃條例〉（第 485 章）第 2（1）條界定的註冊計劃，或〈強制性公積金計劃（一般）規例〉（第 485 章，附屬法例 A）第 2 條界定的該等計劃的成分基金，或就任何該等計劃而言屬該條例第 2（1）條界定的核准受託人或服務提供者或屬任何該等計劃或基金的投資經理的人
- (g) 屬〈職業退休計劃條例〉（第 426 章）第 2（1）條界定的註冊計劃；或屬該條例第 2（1）條界定的離岸計

劃，並（如以某地方為本籍而受該地方的法律規管）根據該地方的法律獲准許營辦，或就任何該等計劃而言屬該條例第 2（1）條界定的管理人的

- (h) 任何政府（市政府當局除外）、執行中央銀行職能的任何機構，或任何多邊機構；
- (i) （除為施行本條例附表 5 外）符合以下說明的法團，（1）屬下述者的全資附屬公司：（a）中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人；或（b）認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行；（2）屬持有下述者的所有已發行股本的控股公司：（a）中介人，或經營提供投資服務的業務並受香港以外地方的法律規管的其他人；或（b）認可財務機構，或並非認可財務機構但受香港以外地方的法律規管的銀行；或（c）屬第（ii）節提述的控股公司的任何其他全資附屬公司。

“Category B” Professional Investor

- (j) (except for the purposes of licensing under the SFO) any person of a class which is prescribed under the Professional Investor Rules, including
 - (a) any trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any foreign currency at the relevant date or
 - (i) as stated in the most recent audited financial statement prepared
 - (A) in respect of the trust corporation; and
 - (B) within 16 months before the relevant date;
 - (ii) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared
 - (A) in respect of the trust or any of the trusts; and
 - (B) within 16 months before the relevant date; or
 - (iii) as ascertained by referring to one or more custodian statements issued to the trust corporation
 - (A) in respect of the trust or any of the trusts; and
 - (B) within 12 months before the relevant date;
 - (b) any individual, either alone or with any of his or her associates on a joint account, having a portfolio of not less than HK\$8 million or its equivalent in any foreign currency at the relevant date or
 - (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
 - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date;
 - (c) any corporation or partnership having
 - (i) a portfolio of not less than HK\$8 million or its equivalent in any foreign currency; or
 - (ii) total assets of not less than HK\$40 million or its equivalent in any foreign currency, at the relevant date, or as ascertained by referring to; or
 - (iii) the most recent audited financial statement prepared
 - (A) in respect of the corporation or partnership (as the case may be); and
 - (B) within 16 months before the relevant date; or
 - (iv) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date; and
 - (d) any corporation the sole business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons
 - (i) a trust corporation that falls within the description in paragraph (a);
 - (ii) an individual who, either alone or with any of his or her associates on a joint account, falls within the description in paragraph (b);
 - (iii) a corporation that falls within the description in paragraph (c);
 - (iv) a partnership that falls within the description in paragraph (c).

屬於為施行本段而藉根據本條例第 397 條訂立的規則訂明為就本條例條文屬本定義所指的類別的人，或（如為施行本段而藉如此訂立的規則訂明某類別為就本條例任何條文屬本定義所指的類別）在該範圍內屬於該類別的人：

- (a) 符合以下說明的任何信託法團：擔任一項或多於一項信託的信託人，而在該項或該等信託下獲託付的總資產在有關日期不少於 HK\$40,000,000 或等值外幣，或該總資產值：
 - (i) 已載於—
 - (A) 就該信託法團；並
 - (B) 在有關日期前 16 個月內，擬備的最近期的經審計的財務報表內；
 - (ii) 通過參照—
 - (A) 就該項信託或該等信託中任何一項信託；並
 - (B) 在有關日期前 16 個月內，擬備的一份或多於一份屬最近期的經審計的財務報表而獲確定；或
 - (iii) 通過參照—
 - (A) 就該項信託或該等信託中任何一項信託；並
 - (B) 在有關日期前 12 個月內，發給該信託法團的一份或多於一份保管人結單而獲確定；
- (b) 符合以下說明的任何個人，單獨或聯同其有聯繫者於某聯權共有帳戶擁有的投資組合在有關日期不少於 HK\$8,000,000 或等值外幣，或該投資組合總值
 - (i) 已載於由該人的核數師或會計師在有關日期前 12 個月內發出的證明書內；或
 - (ii) 通過參照在有關日期前 12 個月內發給該人（單獨或聯同有關有聯繫者）的一份或多於一份保管人結單而獲確定；
- (c) 符合以下說明的任何法團或合夥：
 - (i) 擁有的投資組合在有關日期不少於 HK\$8,000,000 或等值外幣；或

- (ii) 擁有的總資產在有關日期不少於 HK\$40,000,000 或等值外幣，或該投資組合總值或總資產值；或
- (iii) 通過參照：
 - (A) 就該法團或合夥（視屬何情況而定）；並
 - (B) 在有關日期前 16 個月內，擬備的最近期的經審計的財務報表而獲確定；或
- (iv) 通過參照在有關日期 12 個月內發給該法團或合夥（視屬何情況而定）的一份或多於一份保管人結單而獲確定；及
- (d) 在有關日期的唯一業務是持有投資項目並在有關日期由以下任何一名或多於一名人士全資第 571D 章〈證券及期貨（專業投資者）規則〉擁有的任何法團：
 - (i) 符合（a）段描述的信託法團；
 - (ii) 符合（b）段描述的個人（不論是單獨或聯同其有聯繫者於某聯權共有帳戶）；
 - (iii) 符合（c）段描述的法團；
 - (iv) 符合（c）段描述的合夥。

PART X — DATA PRIVACY POLICY

第十部份 — 私 隱 政 策

1. As a client of The Broker (the “Client”), it is necessary from time to time for the Client to supply his/her personal data (“Personal Data”), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the “Privacy Ordinance”) to The Broker or HTF Securities Limited (“HTF”) when opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services.
作為經紀之客戶（「客戶」），當申請開立或延續戶口或建立、延續或提供投資、交易或相關服務時，需不時向經紀或瑞豐國際證券有限公司（以下簡稱「瑞豐國際」）提供有關之個人資料（「個人資料」按《個人資料（私隱）條例》（香港法例第 486 章）（「私隱條例」）所賦予之定義）。
2. Failure to supply Personal Data may result in The Broker being unable to open or continue accounts or establish, continue or provide investment, dealing or related services.
若未能向經紀提供有關資料，將會導致經紀無法開立或延續戶口或建立、延續或提供投資、交易或相關服務。
3. Personal Data may also be collected in the ordinary course of continuation of the business relationship with HTF.
個人資料將可能在與瑞豐國際的正常業務往來過程中被收集。
4. Subject to the provisions of the Privacy Ordinance, any Personal Data may be used for the following purposes:
 - a. the daily operation of the services provided to the Client;
 - b. conducting credit checks;
 - c. ensuring ongoing credit worthiness of the Client;
 - d. marketing investment, dealing or related services or products;
 - e. supporting any statements made in any documents in connection with the services of The Broker;
 - f. assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of The Broker;
 - g. meeting the requirements to make disclosures under the requirements of any laws and/or regulations binding on The Broker;
 - h. forming part of the records of the recipient of the data as to the business carried on by it; and
 - i. any other purposes relating to or incidental to any of the above.
 將可能用於下列用途：
 - a. 為提供服務給客戶之日常運作；
 - b. 作信貸檢查；
 - c. 確保客戶之信用維持良好；
 - d. 宣傳投資、交易或相關服務或產品；
 - e. 支援經紀在有關服務上作出之任何文件內之任何聲明；
 - f. 協助其他有關第三者、專業人員、機構及有關監管機構確認經紀在有關服務上之某些事實；
 - g. 根據經紀須遵守之有關法例及／或條例要求作出披露；
 - h. 組成接收資料者所經營業務的紀錄的一部份；及
 - i. 與上述有關或隨附之其他用途。
5. The Broker will keep Personal Data confidential but The Broker may provide Personal Data to the following persons in furtherance of the purposes set in the above paragraph (4):
 - a. any agent or third-party service provider who provides services to The Broker in connection with the operation of its business;
 - b. an appropriate person under a duty of confidentiality to The Broker including any HTF company which has undertaken to keep such information confidential;
 - c. any person or institution with which the Client has or proposes to have dealings;
 - d. credit reference agencies and debt collection agencies (in the event of default payment);
 - e. any regulatory authorities or exchanges which relate to or govern any business of The Broker and any HTF company;
 - f. any assignee, transferee, delegate, successor or person to whom the account of the Client is transferred and the authorised person of the Client; and
 - g. any of The Broker actual or proposed assignee or participant or sub-participant or transferee.

經紀會把個人資料保密，但為達至上述第(4)段所述的用途，經紀可能會把有關資料提供給：

- a. 任何中間人，或提供與經紀業務運作有關服務之第三者服務供應人；
- b. 任何對經紀有保密責任之適當人士，包括對經紀有保密資料承諾的瑞豐國際；
- c. 任何與閣下已有或建議有交易之人士及機構；
- d. 信貸諮詢機構及（發生拖欠付款時）收數公司；
- e. 任何管治或與經紀及瑞豐國際的業務有關的監管機構及交易所；
- f. 任何承讓人、受讓人、代表、繼承人或獲轉讓有關帳之人士及授權人士；及
- g. 任何經紀之實在或建議受讓人或參與人或附屬參與人或受讓人。

6. The Personal Data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of such data outside Hong Kong, and also to service providers which offer services to any HTF company in connection with the operation of its business.

客戶同意個人資料可轉到香港以外的服務供應商(不論是用作在香港以外處理、持有或使用該等資料)，而該等供應商與瑞豐國際在業務經營上有所聯繫。

7. To the extent permitted by law, the Personal Data collected by The Broker from time to time may be used and disclosed in accordance with the Data Privacy Policy

在法律許可的範圍內，客戶同意經紀不時收集的個人資料可按照私隱政策的規定使用及披露。

8. In accordance with the Privacy Ordinance, The Broker has the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data (when client considers that his/her personal data, supplied by The Broker following a data access request, are inaccurate) or for information regarding policies and practices and kinds of data held should be addressed as follows:

根據私隱條例規定，經紀有權就處理任何查閱資料之要求收取合理費用，任何關於資料查閱或改正資料(當客戶認為由經紀所提供有關他／她的資料不準確時)或關於資料政策及實際應用或資料種類之要求，應向下列人士提出：

Data Privacy Officer

Unit 1807, 18/F., Office Tower, Convention Plaza, 1 Harbour Road Wanchai, Hong Kong Tel: +852 3952 2777

私隱資料主任

香港灣仔港灣道 1 號會展廣場辦公大樓 18 樓 1807 室

電話：+852 3952 2777