

Account Name: _____

Account No.: _____

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平安證券有限公司
Ping An Securities Limited

CE No.中央編號：ABS838

CASH CLIENT'S AGREEMENT
現金客戶協議書

LIMITED COMPANY
有限公司

AUTHORIZATION FOR ACCOUNT OPENING
開戶授權書

ACCOUNT OPENING INFORMATION
開戶資料

Account Opening Check List

開戶文件核對表

FOR OFFICE USE ONLY	公司專用	Yes	Waived
<input type="checkbox"/> Basic Documents 基本文件	Cash Client's Agreement 現金客戶協議書		
	Signature Cards 簽名印鑑咭		
	HKID Card / Passport Copy 香港身份證／護照副本		
	Proof of Address (within 3 months) 地址證明 (三個月內)		
<input type="checkbox"/> For Sole Proprietor 全東公司	Certified Copy of Valid B/R Certificate 經認證之商業登記證		
	B/R Search 商業登記證查冊		
<input type="checkbox"/> For Partnership 合夥公司	Certified Copy of Partnership Resolution for Open Account 經認證之合夥公司董事決議		
	Certified Copy of Valid B/R Certificate 經認證之商業登記證		
	Business Registration Search 商業登記證查冊		
<input type="checkbox"/> For Limited Company 有限公司	Certified Extract of Board Resolution for Open A/C 經認證之董事決議		
	Certified Copy of Valid B/R Certificate 經認證之商業登記證		
	Certified Copy of Certificate of Incorporation 經認證公司註冊證書		
	Certified Copy of the Memorandum & Articles of Association of the Company 本公司組織大綱及章程之認證副本		
	Certified Audited Accounts for the latest financial years 經認證最近財政年度已經審核之帳目		
	Details of Directors in Forms D1, D2 or D3, and Latest Annual Return 最近董事報表 (表格 D1, D2 或 D3) 及最近公司周年申報表		
	Certified Copy of Authorized Person HKID / Passport 經認證之授權人仕香港身份證／護照副本		
	Certified of Registration of Overseas Company issued by Registrar of companies, HKSAR (applicable to Overseas company) together with B/R Certificate issued by HKSAR or Registered Agent's Certificate and Certificate of Good Standing from the Registrar of companies of the country of incorporation and the certified relevant pages of the statutory book evidencing appointment of the directors 香港特別行政區公司註冊署發的海外公司登記證明書 (適用於海外公司) 及其商業登記證及其海外註冊代理人之證書 (Registered Agent's Certificate) 及海外公司註冊官簽發的良好記錄證書 (Certificate of Good Standing) 及經認證有關的董事委任記錄 (摘自法定董事名冊)		
<input type="checkbox"/> Remarks 附加	Online Trading Agreement 網上交易協議書		
	Email Statement 電郵結單		

Trading Limit 交易限額	Brokerage 佣金	
Account Officer : 客戶主任	Client known to Account Officer 與客戶主任相識年期	Introduced by 介紹人
Documentation Checked by 文件查核	Approved by 核准	

ACCOUNT OPENING INFORMATION

開戶資料

(together with Schedules hereto 及其附錄)

Private & Confidential 資料保密

PING AN SECURITIES LIMITED (“the Company”)
平安證券有限公司 (“本公司”)

CE No.中央編號：ABS838

Account No.

帳戶號碼

Date Opened

開戶日期

Client Name 客戶名稱 (in English 英文)		(in Chinese 中文)	
Trading Name of the Client (if different) 客戶之商號名稱 (若別於客戶名稱)			
Nature of Entity: Private Co. 私人公司 <input type="checkbox"/>		Country of Incorporation / Establishment	
組織類別 Public Co. 公眾公司 <input type="checkbox"/>		註冊/成立國家	
Legal Body 法團 <input type="checkbox"/>			
Oversea Co. 海外公司 <input type="checkbox"/>			
Registered Number in Country of Incorporation / Establishment 在註冊/成立國家之註冊號碼		Nature of Business 業務性質	
Registered Office in Country of Incorporation / Establishment 在註冊/成立國家之註冊地址		Tel. No. 電話號碼	
		Fax No. 圖文傳真號碼	
Principal Place of Business in Hong Kong 在香港之主要營業地址		Tel. No. 電話號碼	
		Fax No. 圖文傳真號碼	
E-mail Address 電郵地址			
Bank Reference (including address, type of account and account no.) 諮詢銀行 (連同地址, 帳戶性質及帳戶號碼)			
Particulars of any other accounts maintained by the Client with the Company/Group of Companies 客戶在本公司/本集團開立的其他帳戶			
Account Name 帳戶名稱		Account No. 帳戶號碼	
Investment Objective(s) / Habit(s) 投資目標/習慣 <input type="checkbox"/> Conservative 穩健 <input type="checkbox"/> Speculation 投機 <input type="checkbox"/> Hedging 對沖 <input type="checkbox"/> Investment 投資 (Long 長/Medium 中/Short Term 短線)			
Investment Experience 投資經驗		Stock / Warrant 股票/認股權證 <input type="checkbox"/> Yes 是 _____ Year(s)年 <input type="checkbox"/> No 否	
		Option / Future 期權/期貨 <input type="checkbox"/> Yes 是 _____ Year(s)年 <input type="checkbox"/> No 否	
		Forex / Bullion 外匯/貴重金屬 <input type="checkbox"/> Yes 是 _____ Year(s)年 <input type="checkbox"/> No 否	
		Others 其他 _____	
Source of Information 資訊來源		<input type="checkbox"/> Newspapers 報章/Magazine 雜誌 <input type="checkbox"/> TV 電視/Radio 電台 <input type="checkbox"/> Friends 朋友/Own 自己 <input type="checkbox"/> Financial Adviser Broker 財務顧問 <input type="checkbox"/> Others 其他 _____	

Client Identity / Beneficiary

客戶身份／受益人聲明

[under paragraph 5.4 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“SFC”)]

〔根據證券及期貨事務監察委員會〔「證監會」〕持牌人或註冊人操守準則第 5.4 段〕

- (a) Identity of the person(s) or entity ultimately responsible for originating instructions in relation to transaction to be conducted through the Account 最終負責就該帳戶進行交易引發指示的人士身份：

Name 姓名／名稱	*I.D. Card No./ Passport No./ Certificate of Incorporation No./ Business Registration No. *身份証 / 護照 / 公司註冊證書 / 商業登記証號碼	Occupation 職業	Address 地址	Tel. No. 電話號碼

For use by entity 實體

(Copies of the relevant identification documents to be retained for verification. In relation to an investment fund (e.g. a mutual fund, unit trust, pooled retirement scheme, European CIS Company, etc.) or discretionary account, the “entity” referred to in paragraph 5.4(d) of Code of Conduct for Persons Registered with SFC is the investment fund or account and the manager of that investment fund or account. 有關證明文件之副本會保留作核實之用。就投資基金（例如互惠基金、單位信託、集資退休金計劃、歐洲式集合投資計劃公司等）或委託帳戶而言證券及期貨事務監察委員會註冊人操守準則第 5.4（d）段所提述的“實體”資料是指該投資基金或帳戶及該投資基金或帳戶的經理的資料。)

Name of Entity 實體名稱			
B.R. No. 商業登記號碼			
Certificate of Incorporation No. 公司證書號碼			
Place of Incorporation 註冊地點			
Office Tel. No. 公司電話		Office Fax No. 公司圖文傳真號碼	
Registered / Business Office 註冊／營業地點			
Name of Manager 經理人姓名			
I.D. Card / Passport No. 身份證／護照號碼			
Address 地址			
Tel. No. 電話號碼		Facsimile No. 電傳號碼	

* Delete as appropriate 刪除不適用者

(b) Identity of the ultimate beneficiary(ies) 最終受益人身份：

Name of Person(s) or entity who stand(s) to gain the commercial or economic benefit and/or to bear the commercial or economic risk of transactions in the Account:

最終獲得帳戶買賣所得商業或經濟利益及／或承受有關風險的人士或實體：

(If the same as (a) above, please state "as above" 如與第(a)項相同，請填寫「同上」)

Name 姓名／名稱	*I.D. Card No./ Passport No./ Certificate of Incorporation No./ Business Registration No. *身份證 / 護照 / 公司註冊證書 / 商業登記証號碼	Occupation 職業	Address 地址	Tel. No. 電話號碼

For use by entity 實體

(Copies of the relevant identification documents to be retained for verification. In relation to an investment fund (e.g. a mutual fund, unit trust, pooled retirement scheme, European CIS Company, etc.) or discretionary account, the "entity" referred to in paragraph 5.4(d) of Code of Conduct for Persons Registered with SFC is the investment fund or account and the manager of that investment fund or account. 有關證明文件之副本會保留作核實之用。就投資基金（例如互惠基金、單位信託、集資退休金計劃、歐洲式集合投資計劃公司等）或委託帳戶而言證券及期貨事務監察委員會註冊人操守準則第 5.4 (d) 段所提述的“實體”資料是指該投資基金或帳戶及該投資基金或帳戶的經理的資料。)

(If the same as (a) above, please state "as above" 如與第(a)項相同，請填寫「同上」)

Name of Entity 實體名稱			
B.R. No. 商業登記號碼			
Certificate of Incorporation No. 公司證書號碼			
Place of Incorporation 註冊地點			
Office Tel. No. 公司電話		Office Fax No. 公司圖文傳真號碼	
Registered / Business Office 註冊／營業地點			
Name of Manager 經理人姓名			
I.D. Card / Passport No. 身份證／護照號碼			
Address 地址			
Tel. No. 電話號碼		Facsimile No. 圖文傳真號碼	

* Delete as appropriate 刪除不適用者

AUTHORIZATION FOR ACCOUNT OPENING

開戶授權書

(together with Schedules hereto 及其附錄)

To: **PING AN SECURITIES LIMITED**

致 **平安證券有限公司**

Room 401, Aon China Building, 29 Queen's Road Central, Hong Kong
香港中環皇后大道中 29 號怡安華人行 401 室

1. We hereby authorize and request you to open and maintain at our request one or more cash securities trading accounts ("the Account") in the name of our Company for the purchases, sales, holdings and any other dealings in securities as our Company may instruct you as our agent to effect from time to time on our behalf. The Account shall be maintained and all such purchases, sales, holdings and any other dealings in securities shall be effected subject to and in accordance with the provisions of the Authorization for Account Opening and the Cash Client's Agreement ("the Agreement"). We confirm and acknowledge that the Agreement forms an integral part of the Authorization for Account Opening. We acknowledge receipt of a signed copy of the Agreement.

本公司茲授權及要求 貴司以本公司名義開立並操作一個現金證券交易帳戶（下稱「帳戶」）作為本公司代理人，不時按本公司之指示代表本公司買賣保管及處理證券交易。該帳戶將根據本開戶授權書及現金客戶協議書（下稱「協議書」）之規定而操作並受其規限。本公司確認及明白此現金客戶協議書是本開戶授權書組成的一部份，並收取了一份已簽署的協議書副本。

2. For the purpose of opening the Account, we enclose the following documents duly completed and signed by us for your action:

本公司現交回下列填妥之文件，以備開立帳戶之用：

- (1) a certified Extract of Board Resolution,
經認證之董事決議摘要，
- (2) Account Opening Information,
開戶資料，
- (3) a certified copy of the Memorandum and Articles of Association of our Company (up-dated as appropriate),
本公司組織大綱及章程之認證副本（最新版本），
- (4) certified Audited Accounts for the latest financial years,
經認證最近財政年度已經審核之賬目，
- (5) a certified copy of valid Business Registration Certificate,
經認證商業登記證，
- (6) a certified copy of Certificate of Incorporation,
經認證公司註冊證書，
- (7) details of Directors in Forms D1, D2 or D3, and latest Annual Return,
最近董事報表（表格 D1，D2 或 D3）及最近公司年報，
- (8) certified copy of authorized person HKID / Passport copy,
經認證之授權人仕之香港身份證／護照副本，
- (9) Certificate of Registration of Overseas Company issued by Registrar of Companies, Hong Kong Special Administrative Region ("HKSAR") (applicable to overseas company) together with Business Registration Certificate issued by HKSAR, Registered Agent's Certificate and Certificate of Good Standing from the Registrar of Companies of the country of incorporation and the certified relevant pages of the statutory book evidencing appointment of the directors.
香港特別行政區公司註冊署發的海外公司登記證明書（適用於海外公司）及其商業登記證及其海外註冊代理人之證書（Registered Agent's Certificate）及海外公司註冊官簽發的良好記錄證書（Certificate of Good Standing）及經認證有關的董事委任記錄（摘自法定董事名冊）。

3. We undertake to advise you promptly of any change to the information set out in the Account Opening Information (together with any Schedule thereto), Specimen Signature Card and of any amendment to the Memorandum and Articles of Association of our Company.

本公司承諾倘開戶資料（及其有關附錄）或印鑑卡內開列之資料出現任何改變，或本公司之組織文件有任何修改，本公司定將儘快知會 貴司。

4. We confirm that :

本公司茲確認：

- (a) the individuals whose names resolved in the Board of Resolutions are the persons ("Authorized Persons") authorized on our behalf to give you oral, telephone or written instructions in relation to effect purchases, sales, holdings and any other dealings in securities of the Account;
凡名列於議決案通過之人士(「獲授權人士」)均為獲授權代表本公司指示該帳戶的證券買賣、保管其他證券交易，並可向 貴司發出口頭或電話或書面指示；
- (b) the individuals whose names resolved in the Board of Resolution are the persons ("Authorized Persons") authorized to sign on our behalf to effect payment, withdrawal and/or transfer of funds and securities in relation to the Account;
凡名列於議決案通過之人士(「獲授權人士」)均獲授權操作帳戶而代表本公司簽署有關支付、提取及/或資金過戶以及證券交收；
- (c) the information set out in the Account Opening Information is true, complete and accurate;
開戶資料內開列之資料均屬真實、完整及正確；
- (d) we undertake to notify you in writing in case of any change of information in regard to above Schedule "A";
凡上述附錄"A"項資料如有任何更改，本公司謹此承諾致函通知 貴司；
- (e) we undertake to notify you in writing in case of any change of information in regard to above item.
凡上述資料如有任何更改，本公司謹此承諾致函通知 貴司。

5. We agree that all confirmations and statements in relation to the Account issued by you to us pursuant to the terms and conditions of the Agreement shall be conclusive and binding on us.

本公司同意由 貴司按照協議書之條款及條件向本公司發出之有關該帳戶確認書及結單均為不可推翻的並對本公司具約束力。

6. For overseas company only

只適用於海外公司

We appoint _____ (name) of _____
本公司茲委任 _____ (姓名) _____

(address)
(地址)

to accept service of any legal proceedings in relation to this Authorization Letter and the Agreement.
接受所有就本開戶授權書及該現金客戶協議書而進行的法律訴訟所送達之傳票及文件。

7. We declare that :

the contents of this Authorization for Account Opening, Account Opening Information (together with any Schedules thereto) and the Agreement have been fully explained to our representative(s) in a language (English or Chinese) that he/they understand(s) and we agree to be bound by the provisions hereof.

本公司茲聲明：

本開戶授權書、開戶資料(及其附錄)及現金客戶協議書之內容已向本公司代表以其明白之語言(英文或中文)詳細解釋。本公司同意接受上述授權書及現金客戶協議書之規定約束。

X

X

Signature with Company Chop 公司印章簽署

Date 日期

BOARD RESOLUTIONS

董事會決議

We hereby certify that the following board resolutions have been passed by the Board of Directors of _____
_____ (“the Company”) at a Meeting of the Board duly convened and held at
_____ on _____ at which a quorum was present
and acted throughout in accordance with the Articles of the Company and have been duly recorded in the Minutes Book of the Company
without amendment and that the same are now in full force and effect.

本公司茲確認，下列決議案經 _____ (下稱「本公司」) 董事會於 _____ 年 _____ 月 _____ 日，
於 _____ 正式召開之董事局會議通過，該會議自
始至終有足夠法定人數出席，按照本公司章程規定並載入本公司之會議記錄冊內，而該決議案未有被修訂，並且正全面生效及有效。

IT WAS RESOLVED :

決議通過：

- (1) That a cash securities trading account (“the Account”) be opened and maintained in the name of the Company with **PING AN SECURITIES LIMITED** (“the Licensed Corporation”) for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in securities as the Company may instruct the Licensed Corporation as its agent to effect from time to time on behalf of the Company and that the Account and all such purchases, sales, holdings and other dealings be effected subject to and in accordance with the Authorization for Account Opening and the provisions of the Cash Client’s Agreement;
以本公司名義在**平安證券有限公司** (下稱「持牌法團」) 開立並操作一個現金證券交易帳戶 (下稱「帳戶」) 以便本公司安排現金處理證券買賣、保管及各項證券交易，並且可不時以持牌法團為代理人代本公司用該帳戶進行證券買賣、保管及其他交易並受開戶授權書及現金客戶協議書之條文規限；
- (2) That the Authorization for Account Opening, Account Opening Information (together with the Schedules thereto) and the Cash Client’s Agreement in such form as completed and produced to the Meeting be and are hereby approved and that any two Directors of the Company be and are hereby authorized to sign the same for and on behalf of the Company and to deliver the signed originals to the Licensed Corporation; and
批准經填妥並於本次會議上提交之開戶授權書、開戶資料 (及其附錄) 及現金客戶協議，並授權本公司任何兩位董事代表本公司簽署上述開戶授權書、開戶資料及現金客戶協議，並將經簽署之該等文件正本送交持牌法團；及
- (3) That for the operation of the Account, any _____ of the following persons be and is/are hereby authorized to give oral or written instructions on behalf of the Company, by telephone or in person or by facsimile or by letter or otherwise in all matters affecting the Account, including but not limited to the giving of securities trading instructions, transfer of funds, the delivery or transfer of securities and to sign any documents, statements or confirmations:
授權下列任何 _____ 人士代表本公司用電話、親臨、電傳、信函或其他方式處理該帳戶包括但不限於買賣證券的指示，資金的轉移、證券的交收、及簽署文件、結算單或確認書等：

Name 姓名	I.D Card/Passport No. 身份證/護照號碼	Specimen Signature 簽名式樣

*Certified True Copy 認證真實

X _____ X

Director’s Signature 董事簽署

X _____ X

Director’s Signature 董事簽署

Director’s Name 董事姓名

Director’s Name 董事姓名

PING AN SECURITIES LIMITED (“the Company”) 平安證券有限公司 (“本公司”)

Notice on Personal Data 個人資料告示

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (“Ordinance”) in relation to the supply of client’s personal data to PING AN SECURITIES LIMITED (“the Company”) for the opening or maintaining of client account(s) the Account for securities trading and related services with the Company.

此告示是依照香港法例第 486 章個人資料（私隱）條例（“條例”）作出的。它是關於客戶在平安證券有限公司（“本公司”）開立或持續操作帳戶（“帳戶”）以作證券買賣及有關服務時向本公司提供個人資料的告示。

1. Purposes of Collection 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:-

客戶因在本公司開設或持續操作帳戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and overseas, or the processing of client’s application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);

與處理客戶申請開設及持續操作帳戶有關事宜，包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「孖展」安排（如適用）；

- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client;

代購買、出售、投資、交易、收購、保管、處置及辦理各種證券等有關事宜；

- (c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission (“SFC”), the rules and regulations of The Stock Exchange of Hong Kong Limited (“the Exchange”) and Hong Kong Securities Clearing Company Limited (“the Clearing House”).

保存有關資料，以符合本港所制訂有關證券交易的條例及附屬規例、證券及期貨事務監察委員會（“證監會”）的守則，以及香港聯合交易所有限公司（“聯交所”）香港中央結算有限公司（“中央結算”）的規則及規例。

2. The Obligation to provide personal data 提供個人資料的責任

- 2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶開設或持續操作帳戶或提供有關的服務。

- 2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client’s obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

3. Disclosure of Information 資料的披露

- 3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company’s auditors such information as it requires to operate client’s account or execute client’s orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、聯系人、個人或法團及本公司的核數師披露客戶開設帳戶的資料以運作客戶帳戶或執行上述 1(b) 所提及的事宜。

- 3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例、證監會的守則，以及聯交所中央結算的規則，客戶所提供的個人資料，本公司可向聯交所中央結算、證監會及條例所界定的財經監管機構，根據法律有權查閱等資料的政府部門，其他監管機構、個人或法團等披露。

4. Access to Personal Data 查閱個人資料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求。

5. Enquiries 查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to:-

如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函：-

Data Protection Officer 資料保護主任收

PING AN SECURITIES LIMITED

Room 401, Aon China Building, 29 Queen’s Road Central, Hong Kong

Telephone No.: (852) 2522 0330 Fax No.: (852) 2545 3000

Website: www.pingansec.com.hk Email: cs@pingansec.com.hk

平安證券有限公司

香港中環皇后大道中 29 號怡安華人行 401 室

電話號碼：(852) 2522 0330 傳真號碼：(852) 2545 3000

網站：www.平安證券.公司.hk 電郵：cs@pingansec.com.hk

CASH CLIENT'S AGREEMENT

現金客戶協議書

(For Main Board and GEM Board 主板及創業板)

To: **PING AN SECURITIES LIMITED**
致 **平安證券有限公司**

[Licensed or registered with the Securities and Futures Commission as an exchange participant (CE No. ABS 838) and an exchange participant (No. 1462) of The Stock Exchange of Hong Kong Limited]

[為證券及期貨事務監察委員會持牌人或註冊的交易所參與者(中央編號 ABS 838)以及香港聯合交易所有限公司參與者編號 1462]

Room 401, Aon China Building, 29 Queen's Road Central, Hong Kong

香港中環皇后大道中 29 號怡安華人行 401 室

In consideration of your opening and maintaining at my/our request one or more cash securities trading account(s) ("the Account") for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description. I/We, the undersigned hereby agree(s) to effect Transactions as hereinafter defined subject to the following terms and conditions of this Cash Client's Agreement ("the Agreement"):

鑒於 貴司應本人(等)·以下簽署人要求開立及持續運作一個或多個現金證券買賣帳戶("帳戶") 給本人(等)·又鑒於 貴司同意作為本人(等)的代理或經紀·執行各式及各類證券買賣指示("交易") 見下文釋義·本人(等) 茲同意根據本現金客戶協議書下列條件進行交易:

1. The Account 帳戶

1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

本人(等)確認「開戶資料」表格所載資料均屬完整及正確。倘該等資料有任何重要變更·本人(等)將會通知 貴司。本人(等)特此授權 貴司對本人(等)的財政信用進行查詢·以核實上述表格所載資料。

1.2 You will keep information relating to my/our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and Securities and Futures Commission ("SFC") to comply with their requirements or requests for information.

貴司將會對本人(等)帳戶的有關資料予以保密·但 貴司可以根據香港聯合交易所有限公司("聯交所")·香港中央結算有限公司("中央結算")及證券期貨事務監察委員會("證監會")的規定或應其要求·將該等資料提供予聯交所及證監會。

2. Laws and Rules 法例及規則

All transactions in securities which you effect on my/our instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

貴司按本人(等)的指示而進行的一切證券交易("交易")·須根據適用於 貴司的一切法例·規則和監管指示的規定而進行。這方面的規定包括證監會·聯交所及中央結算的規則。貴司根據該等法例·規則及指示而採取的所有行動均對本人(等)具有法律約束力。

3. Transaction 交易

3.1 You will act as my/our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.

除 貴司(在結單或其他確認單據內)註明以自己本身名義進行交易外·貴司將以本人(等)的代理人身份進行交易。

3.2 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.

倘沽盤是有關非由本人(等)擁有的證券·即涉及賣空交易·本人(等)將會通知 貴司·以便符合證券及期貨條例第 170 條。

3.3 On all Transaction, I/we will pay your fee, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.

本人(等)會就所有交易支付 貴司通知本人(等)的佣金和所有收費·繳付證監會·聯交所·中央結算的適用交易徵費·交易費及結算費·並繳納所有有關的印花稅。貴司可以從帳戶中扣除該等佣金·收費·交易徵費·交易費·結算費及印花稅項。

3.4 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will:

就每一宗交易·除另有協議外或除非 貴司已代表本人(等)持有現金或證券以供交易交收之用·否則本人(等)將會在 貴司就該項交易通知本人(等)的期限之前:

- pay you cleared funds or deliver to you securities in deliverable form or
向 貴司交付可即時動用的資金或可以交付的證券·或
- otherwise ensure that you have received such funds or securities
以其他方式確保 貴司收到此等資金或證券。
- by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may

倘本人(等)未能這樣做，貴司可以

- in the case of a purchase Transaction, sell the purchased securities and (如屬買入交易) 出售買入的證券；及
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction. (如屬賣出交易) 借入及/或買入證券以進行交易的交收。

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

本人(等)將會負擔 貴司因本人(等)未能進行交收而引起的任何損失及開支。

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

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

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

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致 貴司須買入證券進行交收，本人(等)毋須為買入該等證券的費用向閣下負責。

4 Order and Order Recording 買賣指示及電話記錄買賣指示

4.1 You may accept instructions from me/us for order of Transaction by telephone or in writing sent by facsimile or by post. You may also accept instructions in your prescribed order form signed by me/us in your presence. In all cases, you shall time-stamp such instructions in the order as they are received.

貴司可接納本人(等)用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。貴司亦可接納本人(等)親臨 貴司辦公室填寫 貴司的買賣證券指示表格。全部的指示，貴司將以其次序前後蓋上時間印章。

4.2 I/We declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by facsimile unless there is fraud or wilful default on your part.

本人(等)聲明，除非 貴司欺詐或蓄意失責，否則 貴司無須因延遲執行，或本人(等)透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。

4.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions.

倘若 貴司收到互相抵觸的指示時，貴司可拒絕執行任何此等指示，直至接到明確的指示為止。

4.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by me/us arising out of such refusal.

貴司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。

4.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system. I/We acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

本人(等)同意 貴司可由 貴司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由 貴司擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

4.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail.

凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以 貴司的電話錄音或收到的圖文傳真指示記錄為準。

5 Client Identity/Ultimate Beneficiary 客戶身份/最終受益人

5.1 Subject to the provisions herein, I/we shall, in respect of transaction in which I/we are not acting as principal, immediately upon demand by you inform SFC and/or the Exchange of the identity, address and contact details of:

在符合本協議書中條文的規定下，凡有關本人(等)並非以主事人或最終受益人之身份進行的交易，本人(等)將應 貴司的要求即時向證監會及/或聯交所提供受益人下列資料：

(i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and

最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及

(ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk,

會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情，

and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.

並且，如實體者是投資基金或帳戶，則提供該投資基金或帳戶的經理人資料。

5.2 I/We hereby declare that if I/we are not the true owner/ultimate beneficiary or originator of instructions of the Account, I/we will complete Schedule "A" as attached to the Account Opening Information.

本人(等)茲聲明如若本人(等)非是帳戶的主事人或最終受益人，本人(等)須填寫開戶資料的附錄“A”。

6 Safekeeping of Securities 證券的保管

6.1 Any securities which are held by you for safekeeping may, at your discretion:

寄存 貴司妥為保管的任何證券，貴司可以酌情決定：

- in the case of registrable securities, be registered in my/our name or in the name of your nominee; or
(如屬可註冊證券)以本人(等)的名義或以 貴司的代理人名義登記；或
- be deposited in safe custody in a designated account with the Clearing House or your bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong Special Administrative Region, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放於 貴司在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的帳戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

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

倘證券未以本人(等)的名義登記，貴司於收到該等證券所獲派的任何股息或其他利益時，須按本人(等)與 貴司的協議存入本人(等)的帳戶或支付予或轉賬予本人(等)。倘該等證券屬於 貴司代客戶持有較大數量的同一證券的一部份，本人(等)有權按本人(等)所佔的比例獲得該等證券的利益。

- 6.3 You do not have my/our written authority under section 148 of the Securities and Futures Ordinance to:

本人(等)並無根據【證券及期貨條例】第 148 條以書面授權 貴司：

- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system;

將本人(等)的任何證券存放在銀行業機構，作為 貴司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行 貴司在結算系統下之責任的抵押品；

- borrow or lend any of my/our securities, and/or

借貸本人(等)的任何證券；及

- otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

基於任何目的以其他方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。

- 6.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.

貴司不須交回本人(等)的證券，其編號須與轉讓予本人(等)的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予本人(等)的證券相同，當然除了受其間資本重組另有規定外。

7 Moneys in the Account 帳戶中的款項

- 7.1 Any cash held for me/us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. Subject to mutual agreement between the parties hereto, no interest is payable.

除了 貴司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外，否則代本人(等)保管的現金須依照適用法律不時的規定，應存放於一家持牌銀行所開立的一個客戶信託帳戶內。根據有關方面共同協議而無須支付利息。

- 7.2 I/We agree to pay interest on all overdue balances owing by me/us to you calculated on the basis of 365 days per year and accruing daily on the outstanding principal amount at the rate _____% per annum above (i) the Hong Kong prime lending rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time and (ii) your cost of funds, whichever is higher. You reserve the right to alter the interest rate charged from time to time. Interest shall be payable monthly in arrears on the last business day of each month, or upon demand by you.

本人(等)同意所有逾期未付之款項將需付利息，按每年 365 日計算。年息將相等於 (i) 香港滙豐銀行所提供之最優惠息利率或 (ii) 貴司之資金成本作基礎，以擇其較高者之息率再加 _____ 厘。貴司由現在到將來有權自行決定有關利率。上述利息應按月於每月最後一個營業日支付或應 貴司要求即時支付。

- 7.3 Payment to the Account shall constitute payment to me/us for all purposes.

貴司支付入帳戶的款項得作為達到對本人(等)款項支付的目的。

8 Set-off and lien 抵銷及留置權

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which you may be entitled under laws or the Agreement, all securities, receivables, monies and other property of me/us (held by me/us either individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the Transaction and/or my/our obligations in the Agreement.

在不損害 貴司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於本人(等)交由 貴司代管或在 貴司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益，貴司均享有一般留置權，作為持續的抵押，用以抵銷及履行本人(等)因進行證券買賣而對 貴司負上的所有責任。

9 Discretionary Account 委託帳戶

In the event that I/we maintain and continue to operate a discretionary account with you, I/we hereby authorize you or your employee (who must be a registered person) so designated by you, to effect Transaction on my/our behalf on terms herein at your absolute discretion and at my/our own risk and that I/we shall confirm to you in writing on an annual basis whether I/we wish to specifically revoke your authority in this regard even in the absence of your notification to me/us for renewal.

若是本人(等)在 貴司保留及持續操作一個委託帳戶，本人(等)茲授權予 貴司或 貴司指定的職員(他應是一位註冊人)全權負責替本人(等)依照現金客戶協議書作出證券買賣，損失由本人(等)負責。而本人(等)將每年用書信確認這授權是否被取銷，甚至乎不需 貴司通知需否再續。

10 Miscellaneous 一般規定

10.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

倘 貴司沒有依照本協議書的規定履行對本人(等)的責任，本人(等)有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。

10.2 If I/we embark on trading US Securities, I/we shall carefully read through the Information Documentation For Clients on Pilot Programme For Trading US Securities issued by the Exchange.

若本人(等)開展買賣美國證券，本人(等)將會詳細閱讀聯交所發出予客戶參照的美國證券交易試驗計劃簡介。

10.3 I/We acknowledge that decision regarding the Transaction are made by me/us at my/our discretion and risk and without reliance on any advice from you. You shall not owe me/us any duty to advise on the merits or suitability of any Transaction.

本人(等)承認所有證券買賣全由本人(等)決定及承擔風險，並沒有依賴 貴司的意見。 貴司並無責任向本人(等)提供各證券買賣的利好性或適合性。

10.4 I/We hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.

本人(等)在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本人(等)沒有在 貴司不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知成爲不可推翻，並對本人(等)有約束力。

10.5 The Authorization for Account Opening, Account Opening Information, Schedules and the Agreement will form one composite agreement.

本協議書所指的開戶授權書，開戶資料及附錄爲本協議書的整體部份。

10.6 If I/we enter into Transaction in securities in a currency other than Hong Kong dollar currency, I/we shall reimburse your exchange loss (if any) and bank charges fully on demand for all expenses incurred by you on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction.

若本人(等)用非香港貨幣進行證券買賣，本人(等)須按 貴司的通知，即時支付 貴司的外匯兌換損失(如有)及銀行服務費及任何因找換外匯成香港貨幣所引致的其他用費，找換外匯是以當日有關交易的外匯匯率計算。

11 Liability and Indemnity 責任及彌償

11.1 Neither you nor any of your directors, officers, employees or agents shall be liable to me/us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, grossly negligence or wilful misconduct as proved.

貴司或 貴司的任何董事、行政人員、僱員或代理人，均不需負責因本人(等)或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非此等損失或損害是得到証實是上述人士之欺詐、嚴重疏忽或故意失當行爲而引起者。

11.2 I/We undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by you arising out of anything done or omitted pursuant to any instructions given by me/us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.

本人(等)承擔彌償 貴司董事、高級人員、僱員及代理人根據本人(等)指示處理在本協議書範圍內的交易或任何任務而招致的所有針對 貴司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響 貴司可行使的留置權、抵銷權利或其他權利。

12 Material Changes 重要變化

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information and you shall also undertake to inform me/us in writing of any material changes in your corporate particulars registration status, nature of services available, corporate management and your business which may affect your services to me/us.

本人(等)承諾用書信通知 貴司本人(等)開戶資料的重要變化，而 貴司亦承諾用書信通知本人(等)有關 貴司會影響對本人(等)服務的公司資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

13 Personal Data (Privacy) 個人資料(保密)

13.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然本人(等)預期 貴司將予該帳戶有關之事情保密，本人(等)謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求， 貴司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

13.2 I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance referred to in Schedule "B" as attached to the Authorization for Account Opening.

本人(等)在此聲明本人(等)已詳閱於開戶資料的附錄"B"，根據個人資料(私隱)條例發出的個人資料通告。

14 Term 有效期

The Agreement will come into effect on the date when any one of your directors signs the Agreement. The Account will not be closed unless in accordance with clause 15.

本協議書在 貴司之任何一名董事簽署之日期起開始生效、有效期持續至該帳戶按照條款 15 之規定被終止。

15 Termination 終止

15.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 14 hereunder provided that all acts performed by you in accordance with my/our instructions prior to

either party receiving written notice of such termination shall be valid and binding on me/us.

不論任何原因，任何一方一旦遵照條款 14 之規定向對方發出書面通知，帳戶即時結束。惟所有 貴司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。

- 15.2 Upon termination all moneys owing from me/us to you shall immediately become due and payable and subject to payment of all such moneys, you are Authorized to deliver as soon as reasonably practicable any securities held in your or your agent's or nominee's name to me/us.

一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後， 貴司獲授權在合理切實可執行範圍內，盡速將該帳戶內以 貴司（或其代理人或代名人）名義持有之證券，交付本人(等)。

16 Notices 通告

- 16.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.

所有涉及或與該帳戶有關而須由 貴司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該地址或適用號碼。

- 16.2 All notices, demands, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated, and, in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after despatch and in case of telex or facsimile message or e-mail when the same is despatched.

所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。

- 16.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.

所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由貴司實際接收到始生效。

17 Amendments 修改

- 17.1 You shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to me/us.

貴司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給本人(等)起生效。

- 17.2 No amendment made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Authorization for Account Opening, herewith, such as Account Opening Information, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

貴司對本協議書之條款所作之修改，及本人(等)向 貴司提供的關於本協議書之資料的修改，例如，開戶資料，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。

18 Severability 局限應用

Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。

19 Assignment 轉讓

- 19.1 The benefit and burden of the Agreement is personal to me/us and shall not be capable of assignment by me/us without your consent.

本協議書範圍內之權益及責任，祇屬於本人(等)本身的權益及責任，未經 貴司同意，本人(等)不得將其轉讓予他人。

- 19.2 We agree that you may transfer your rights and obligations under the Agreement without my/our consent.

本人(等)同意可轉讓 貴司在本協議書下的權利和義務而不須取得本人(等)的同意。

20 Risk Disclosure Statement 風險披露聲明書

- 20.1 I/We hereby acknowledge:

本人(等)明白：

- (1) that in respect of securities trading, I/we understand that the prices of securities can and does fluctuate sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;

證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本人(等)願意承擔此等風險；

- (2) that in respect of trading Growth Enterprise Market (GEM) stocks, I/we understand

本人(等)瞭解在投資於創業板股份方面：

- (i) that such trading involve a high investment risk and, in particular, companies may list on GEM with neither a track record or profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that I/we shall make the decision to invest only after due and careful consideration;

本人(等)瞭解此等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。本人(等)會在審慎及仔細考慮後，才作出有關的投資決定；

- (ii) that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;

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；

- (iii) that the current information on GEM stocks may only be found on the internet website operated by the Exchange and 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操作的互聯網網站上找到，創業板上市公司一般無須在憲報指定的報章刊登付費公告；

- (iv) that I/we should seek independent professional advice if I/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;

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

- (3) that there may be risks in leaving assets in your safekeeping, for example, if you are holding my/our assets and you become insolvent, I/we may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possibly be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that I/we are prepared to accept;

存放款項或其他財產與 貴司保管可能存在風險，若是 貴司持有該款項或財產而無力償債時，本人(等)將有被延誤回收該等款項或財產，可能須受限於具體法例規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於香港法章 571 的證券及期貨條例，只可收回按比例分配得來的款項或其他財產；

- (4) that there may be risk in providing you with an authority to hold mail or direct my/our mail to third parties and that it is important for me/us to promptly collect in person all execution reports, daily and/or monthly statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner;

若授權 貴司，允許他人代存郵件或將郵件轉交予第三方，那麼本人(等)便須盡速親身收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤；

- (5) that in respect of trading Nasdaq-Amex securities at the Exchange, I/we understand that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that I/we shall consult my/our licensed or registered person and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and

有關聯交所買賣納斯達克，按照納斯達克—美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人(等)在買賣該項試驗計劃的證券之前，會先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。本人(等)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；及

- (6) that before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we will liable, since these charges will affect my/our net profit (if any) or increase my/our loss.

在開始交易之前，本人(等)先要清楚瞭解本人(等)必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本人(等)可獲得的淨利潤(如有)或增加本人(等)的虧損。

20.2 I/We hereby confirm that I/we have received a copy of the Risk Disclosure Statements referred to in Schedule I to the Code of Conduct for Persons Licensed by Registered with the Securities and Futures Commission published in April 2003 upon signing the Agreement hereof and shall refer therein for fuller knowledge and information of the relevant risk prior to entering trading Transaction.

本人(等)茲確認已收到 貴司的一份風險披露聲明，全文是錄自證券及期貨事務監察委員會 2003 年 4 月所出版的持牌人或操守準則附表(1)，並將參閱風險披露聲明以獲取更詳細及豐富風險知識，才進行交易，本人(等)所選擇的證券買賣。

21 Interpretation 釋義

In this Agreement unless the context otherwise requires:-

本合約中，除文意另有所指外：

- (1) The expression "I/we" or "me/us" or "my/our" wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.

"本人(等)"一詞，若指本協議簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨自經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，倘有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。

- (2) "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, bonds or notes of, or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority, as you may at your absolute discretion from time to time offer to deal in.

"證券"指各類普遍認為是證券的工具，包括但不限於股份、股票(上市及非上市者)，認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，由 貴司可不時提供來交易者。

- (3) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.

若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。

- (4) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

凡表示單數之字眼包括複數含義，反之亦然；凡表示陽性之字眼亦包括陰性及中性含義。

- (5) Words importing persons shall include limited company (including local and foreign).

字義上所指的“人”(若適用)亦包括有限公司(本港者或海外者)。

22 Law 法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

I/We declare that the contents of the Authorization for Account Opening, Account Opening Information (together with the Schedules thereto), the Risk Disclosure Statement and the Agreement have been duly explained to me/us in a language (English or Chinese), and I/we am/are invited to read the Risk Disclosure Statement, to ask questions and take independent advice, and I/we agree to be bound by the provisions thereof.

本人(等)在此聲明此開戶授權書、開戶資料(及其附錄)、風險披露聲明及現金客戶協議書之內容業經向本人(等)以其明瞭之語言(英文或中文)解釋，本人(等)獲邀閱讀該風險披露聲明，提出問題及徵求獨立的意見並同意接受該等條款及內容之約束。

IN WITNESS WHERE OF I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this
Day of 20 .

茲見證本協議，本人(等)在此簽署及蓋上商號印/公司印於二零 年 月 日。

X _____ X
Director's Signature (with Company Chop) 董事印章簽署

X _____ X
Director's Signature (with Company Chop) 董事印章簽署

Director's Name 董事姓名

Director's Name 董事姓名

I.D. Card/Passport No. 身份證/護照號碼

I.D. Card/Passport No. 身份證/護照號碼

In the presence of 見證於：

Witness Name 見證人姓名

Witness Signature 見證人簽署

Witness Identity No. 見證人身份證明文件編號

Witness Occupation 見證人職業

Witness Address 見證人地址

ACCEPTED AND CONFIRMED BY PING AN SECURITIES LIMITED

平安證券有限公司接受及確認

For and or behalf of
PING AN SECURITIES LIMITED

Authorized Signature(s)

In the presence of 見證於：

Witness Name 見證人姓名

Witness Signature 見證人簽署

Witness Identity No. 見證人身份證明文件編號

Witness Occupation 見證人職業

Witness Address 見證人地址

DECLARATION BY STAFF 職員聲明

I, a licensed or registered person, declare that I have provided the above client with a copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement referred to in clause 20 of the Cash Client's Agreement, ask questions and take independent advice if the client so wishes.

本人，以註冊人身份，確認本人已按照上述客戶所選擇的語言（英文或中文）提供風險披露聲明及提示客戶閱讀現金客戶協議書條款 20 該風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signature of the Account Officer 客戶主任簽署

Date 日期

Name of Account Officer 客戶主任姓名

CE No. 中央編號