



**Orient Securities Limited**  
**東方滙財證券有限公司**

(Member of The Stock Exchange of Hong Kong Ltd., Broker No. 3600)

**ACCOUNT OPENING INFORMATION**

(Individual/Sole Proprietor/Partnership/Corporate Account)

(個人或獨資經營者或合資經營者或公司戶口)

**開戶資料**

**MARGIN CLIENT 保證金客戶**


- E-Trading** 電子交易  
 **E-Statements** 電子結單

**Basic Profile 基本資料**

(Please delete inappropriate 請刪除不適用者)

English Name : 客戶名稱 (英文)		Chinese Name : 客戶名稱 (中文)
Residential/ Company Registered Address: 住址/公司註冊地址		
Correspondence Address (if different from above): 通訊地址 (如與住址/公司註冊地址不同)		
Contact Tel/Fax: 聯絡電話/傳真	Tel 電話 Fax 傳真	Email.: 電郵

**Specimen Of Authorized Signature(s) And Business Chop 獲授權人士簽名及印鑑樣式**

Name: 姓名	Signature: 簽名樣式 
ID Card/Passport No.: 身份証或護照號碼	
Place of Issue: 簽發地點	
Name: 姓名	Signature: 簽名樣式
ID Card/Passport No.: 身份証或護照號碼	
Place of Issue: 簽發地點	
Specimen of business chop, if any: 業務經營者印鑑式樣	
Signing Conditions: 簽署有效條件	

**Bank Account Information 銀行戶口資料**

Bank Account Name 戶口持有人:	Name of Bank 銀行名稱:	Bank Account No. 戶口賬號:
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**For Internal Use Only 只供內部填寫**

Name of A.E.: 經紀名稱	A.E. Code: 經紀編號	Account No.: 戶口號碼
Commission Rate: 佣金	Min Brokerage: 最低佣金	Account Name: 戶口名稱
Credit Limit: 信貸限額	Trading Limit: 交易限額	Date Opened: 開戶日期
Rebate Rate: 經紀回佣	Min Rebate: 最低經紀回佣	Overdue Interest Rate: 逾期欠款利率 <b>8.25%</b>
Approved by: 批核	Documentation Checked by: 核對文件	<input type="checkbox"/> Risk Assessment

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**客戶資料附件**  
**CUSTOMER INFORMATION STATEMENT**

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戶口號碼：  
Account No.: \_\_\_\_\_

開戶日期：  
Account Opening Date: \_\_\_\_\_

戶口種類：  
Type: \_\_\_\_\_

個人 Individual	獨資 Proprietorship	聯名 Joint A/C
合夥 Partnership	有限公司 Corporation	信託 Trust

客戶名稱： in English 英文 \_\_\_\_\_

Client Name: in Chinese 中文 \_\_\_\_\_

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**財政狀況：**  
**Financial Position:**

職業 Occupation:  自僱 Self-employed  合夥 Partnership  有限公司股東 Shareholder  僱員 Employee  
 主婦 Housewife  退休 Retired  非在職 Not currently employed  其他 Others: \_\_\_\_\_

房屋 Flat:  自置 Owned  按揭 Mortgaged  租用 Rented  其他 Others: \_\_\_\_\_

總資產淨值:  少於港幣五十萬 Below HK\$500,000  港幣五十萬至一百萬 HK\$500,000 – HK\$1,000,000  多於港幣一百萬 Over HK\$1,000,000  
Approximate net worth:

每年入息:  少於港幣二十萬 Below HK\$200,000  港幣二十萬至五十萬 HK\$200,000 – HK\$500,000  多於港幣五十萬 Over HK\$500,000  
Estimated annual income:

投資目的:  短期 (1 - 6 個月) Short term (1 - 6 months)  中期 (6 - 12 個月) Medium term (6 - 12 months)  長期 (1 年以上) Long term (over 1 year)  
Investment objectives:

投資經驗: \_\_\_\_\_ 年  
Investment experience: \_\_\_\_\_ year

估計交易金額:  少於港幣三十萬 Below HK\$300,000  港幣三十萬至一百萬 HK\$300,000 – HK\$1,000,000  多於港幣一百萬 Over HK\$1,000,000  
Estimated Trading Range:

**(祇適用於個人客戶)**  
**(For Individual Client Only)**

身份證/護照號碼：  
ID Card / Passport No.: \_\_\_\_\_

發出地點：  
Place of Issue: \_\_\_\_\_

國籍：  
Nationality: \_\_\_\_\_

其他國籍：  
Other Nationality: \_\_\_\_\_

出生日期：  
Date of Birth: \_\_\_\_\_

職業：  
Occupation: \_\_\_\_\_

僱主名稱：  
Employer: \_\_\_\_\_

職位：  
Job Title: \_\_\_\_\_

服務年期：  
Year of Service: \_\_\_\_\_

年薪：  
Annual Income: \_\_\_\_\_

住宅電話：  
Residential Tel No.: \_\_\_\_\_

手提電話：  
Mobile Tel No.: \_\_\_\_\_

公司電話：  
Office Tel No.: \_\_\_\_\_

住址：  
Address: \_\_\_\_\_

電郵：  
Email: \_\_\_\_\_

商業/公司地址：  
Business /Office Address: \_\_\_\_\_

郵寄通訊 (包括戶口結算單) 寄往：  
All postal communication including Statements of Account to be sent to: \_\_\_\_\_

**聲明：**

**Declaration:**

1. 請聲明你與本公司之董事或職員是否有親屬關係  
Please confirm whether you have any relationship with the directors or employees of the Company.

有 Yes  沒有 No

如有關係，則詳列該董事或職員之資料

If there is such a relationship please state the information of the director or employee.

姓名：  
Name: \_\_\_\_\_

關係：  
Relationship: \_\_\_\_\_

2. 請聲明你與本公司之其他保證金客戶是否有下列關係：- (a) 任何保證金客戶為你的配偶；(b) 任何你單獨或與配偶共同控制 35% 以上的表決權的保證金客戶

Please confirm whether you have any of the following relationship with other margin clients of the Company: - (a) any margin client who is your spouse; or (b) any margin client in which either you alone or with your spouse are in control of 35% or more of its voting right.

有 Yes  沒有 No

如有關係，則詳列該有關保證金客戶之資料

If there is such a relationship, please state the information of the relevant margin client(s).

客戶名稱：  
Client Name: \_\_\_\_\_

戶口號碼：  
Account No.: \_\_\_\_\_

關係：  
Relationship: \_\_\_\_\_

3. 請聲明你或此戶口最終權益擁有人(“有關人仕”)是否香港聯合交易所參與者或香港期貨交易所參與者之僱員或董事  
Please confirm whether you or the ultimate beneficial owner(s) of the Account (“Relevant Person”) is/are a director or an employee of any exchange participant of The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

是 Yes  不是 No

如是僱員或董事，則詳列如下：

If yes, please state the following:

除客戶本人，有關人仕之姓名：  
Name of Relevant Person (other than Client) \_\_\_\_\_

參與者之名稱：  
Name of Participant: \_\_\_\_\_

4. 請聲明你或任何有關人仕是否美國居民  
Please confirm whether you or any Relevant Person(s) is/are resident(s) of the United States of America.

是 Yes  不是 No

如是，請提供任何有關人仕的姓名：

If yes, please provide the name of the Relevant Person(s): \_\_\_\_\_

(祇適用於公司客戶)  
(For Corporate Client Only)

只供公司戶口填寫  
Corporate Account Only

商業登記號碼：  
B. R. No.: \_\_\_\_\_

公司註冊書號碼：  
Certificate of Incorporation No.: \_\_\_\_\_

開業年期：  
Year(s) of Trading: \_\_\_\_\_

業務性質：  
Nature of Business: \_\_\_\_\_

註冊國家  
Country of Incorporation: \_\_\_\_\_

註冊地址：  
Registered Address: \_\_\_\_\_

香港營業地址：(如與上述地址不同)  
Principal Place of business in Hong Kong (if different from above) \_\_\_\_\_

公司電話：  
Office Telephone Number: \_\_\_\_\_

傳真號碼：  
Fax Number: \_\_\_\_\_

請提供合夥人/董事/股東/東主/執事成員之姓名  
Give names and particulars of partners/directors/shareholders/proprietor/executive members.

姓名 Name	職位 Position	香港身份證/護照號碼 HKID/Passport No.	國籍 Nationality	其他國籍 Other Nationality	股份百分比 Shareholding %
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**聲明：**

**Declaration:**

1. 請聲明 貴公司, 貴公司之持有人, 董事或最終權益擁有人(“有關人仕”)是否香港聯合交易所參與者或香港期貨交易所參與者之僱員或董事  
Please confirm whether the Client, any of its shareholders or directors, or the ultimate beneficial owner(s) of the Client (“Relevant Person”) is/are director or an employee of any exchange participant of The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

是 Yes  不是 No

如有關係, 則詳列該董事或職員之資料

If yes, please state the following:

有關人仕之姓名  
Name of Relevant Person: \_\_\_\_\_

參與者名稱  
Name of the Participant: \_\_\_\_\_

職位  
Position: \_\_\_\_\_

2. 請聲明貴公司及/或任何有關人仕是否美國居民  
Please confirm whether the Client and/or any Relevant Person(s) is/are resident(s) of the United States of America.

是 Yes  不是 No

如是, 請提供有關人仕的姓名:

If yes, please provide the name of the Relevant Person(s): \_\_\_\_\_

3. 請聲明你是否與本公司之其他保證金客戶屬同一集團的公司  
Please confirm whether any of the Companies' margin client belongs to the same group of companies as you.

是 Yes  不是 No

如有關係, 則詳列該有關保證金客戶之資料

If there is such a relationship, please state the information of the relevant margin client(s).

客戶名稱：  
Client Name: \_\_\_\_\_

戶口號碼：  
Account No.: \_\_\_\_\_

關係：  
Relationship: \_\_\_\_\_

## 客戶聲明 Client's Declaration

本人/吾等茲聲明在此客戶資料表所提供之資料全部為真實, 完整及正確。而附上的協議一切內容皆為準確。除非 貴公司接到更改有關本資料表內容的書面通知, 否則 貴公司有權完全依賴此等資料之聲明作一切用途。貴公司獲授權可隨時就核對本資料表所提供之資料事宜, 與任何人包括本人/吾等之銀行, 貴公司或任何信用機構進行查詢。

I/We represent that the information on this Client Information Statement is true, complete and correct and that the representations in the attached agreement(s) is/are accurate. Orient Securities Limited ("the Company") is entitled to rely fully on such information and representations for all purposes, unless they receive notice in writing of any change. The Company is authorized at any time to contact anyone, including my/our banks, the Company or any credit agency, for the purpose of verifying the information provided on this Client Information Statement.



客戶簽署 Client Signature

日期 Date

授權簽署/商業印鑑 Authorised Signature(s)/Business Chop

### 注意 Note:

此客戶資料表必須連同之以下文件:

This Client Information Statement must be accompanied by:

#### (I) 個人賬戶 / 聯名賬戶 Individual Account / Joint Account

- 賬戶或各聯名賬戶持有人之香港身份證 / 護照驗證副本  
Certified True Copy of HKID Card / Passport of the Account or each of the Joint Account holders.
- 通訊地址證明(例如: 三個月內之電話單、水電費單、銀行結單等)  
Proof of Contact Details (e.g. within 3 months of telephone bill, utility bill, bank statement, etc)

#### (II) 合夥人賬戶 / 東主賬戶 Partnership Account / Sole Proprietor Account

- 商業登記證驗證副本  
Certified True Copy of Business Registration Certificate
- 每位合夥人 / 東主之香港身分證 / 護照驗證副本  
Certified True Copy of HKID Card / Passport of each partner or sole proprietor
- 通訊地址證明(例如: 三個月內之電話單、水電費單、銀行結單等)  
Proof of Contact Details (e.g. within 3 months of telephone bill, utility bill, bank statement, etc)

#### (III) (A) 公司客戶 For Corporate Account

- 各授權人之香港身分證 / 護照驗證副本  
Certified True Copy of HKID Card / Passport of all authorised signatories
- 董事會決議驗證副本  
Certified True Copy of Board Resolution
- 商業登記證驗證副本  
Certified True Copy of Business Registration Certificate
- 公司註冊證書驗證副本  
Certified True Copy of Certificate of Incorporation
- 公司組織章程大綱及細則驗證副本 (或 (如適用) 其他相應公司組織文件)  
Certified True Copy of Memorandum & Articles of Association (or other Constitutional Documents, as applicable)
- 最近期之周年申報表及呈交香港公司註冊處登記之 D1 表格及 D2 表格之驗證副本  
Certified True Copy of Latest Annual Return and Form(s) D1 and Form(s) D2 filed with the Companies Registry in Hong Kong
- 通訊地址證明(例如: 三個月內之電話單、水電費單、銀行結單等)  
Proof of Contact Details (e.g. within 3 months of telephone bill, utility bill, bank statement, etc)
- 擔保人之香港身分證 / 護照驗證副本  
Certified True Copy of HKID Card / Passport of the Guarantee's

#### (B) 海外公司賬戶須提供之額外文件 Additional documents for Overseas Incorporated Corporate Account

- 董事登記冊驗證副本  
Certified True Copy of Register of Director(s)
- 股東登記冊驗證副本  
Certified True Copy of Register of Member(s)
- 董事在職證明驗證副本  
Certified True Copy of Certificate of Incumbency

上述詮釋, 均以英文版本為準

In the event of discrepancy, the English version of this document prevails.

賬戶真正/最終受益者聲明  
(只供公司戶口填寫)

只供公司戶口填寫  
Corporate Account Only

DECLARATION OF TRUE OWNER / ULTIMATE BENEFICIARY OF THE ACCOUNT  
(Corporate Account Only)

致: 東方滙財證券有限公司  
To: Orient Securities Limited

日期 Date: \_\_\_\_\_

客戶名稱 Client Name: \_\_\_\_\_

賬戶號碼 Account Number: \_\_\_\_\_

吾等謹此聲明 We declare that:-

- (i) 本聲明書內有關賬戶真正/最終受益者之資料構成本合約之補充和組成部份  
this information provided herein in relation to the true owner/ultimate beneficiary of the Account is supplemental to, and forms part of, the Client's Agreement;
- (ii) 在此所提供資料全屬真實、完整及正確  
the information provided herein is true complete and correct;
- (iii) 倘所提供資料有任何重大改動,吾等將盡快通知貴公司  
we will notify you immediately in writing of any material changes to the information; and
- (iv) 吾等並無代表任何其他人士持有本賬戶\*  
we are not holding the Account on behalf of or for the benefit of any other person\*;
- (v) 吾等並無代表下列人士以外之其他持有本賬戶\*  
we are not holding the Account on behalf of or for the benefit of any other person other than the following named person\* (please complete the information below).

\*\*\*\*\*

以下為授權吾等發出交易指令之賬戶真正/最終受益者:

The following person is the true owner/ultimate beneficiary of the Account by whom we are authorized to give instructions for Transaction:-

1. 賬戶真正/最終受益者姓名 Full name of the true owner/ultimate beneficiary of Account:-

英文 English (Mr/Mrs/Miss/Ms \*): \_\_\_\_\_

中文 Chinese: \_\_\_\_\_

別名 Alias: \_\_\_\_\_

2. 客戶與賬戶真正/最終受益者之關係 Relationship of the true owner/ultimate beneficiary of Account with client

\_\_\_\_\_

3. 住址和主要營業地址 Home Address and Principal Business Address:

\_\_\_\_\_

4. 國籍/公司註冊地點\* Nationality/Country of Incorporation\*:

\_\_\_\_\_

其他國籍 Other Nationality:

\_\_\_\_\_

5. 香港身份證號碼/護照號碼\* Hong Kong ID Card Number and / or Passport Number\*:

只供公司戶口填寫  
Corporate Account Only

6. 出生日期/公司成立日期\* Date of Birth / Date of Incorporation\*:

7. 職業/業務性質\* Occupation / Nature of Business\*:

8. 商業登記證編號/公司註冊證書編號\* Business Registration Number / Certificate of Incorporation Number\*:

9. 董事姓名 Name of Directors:

_____	_____
_____	_____
_____	_____

X

授權簽字人及公司印鑑 Authorized Signature(s) and Company Chop of Client

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賬戶真正/最終受益者確認上述之內容

Contents confirmed by true owner/ultimate beneficiary



賬戶真正/最終受益者簽署 Signature of true owner/ultimate beneficiary

請提供賬戶真正/最終受益者之身分證或護照副本

(please submit photocopy of true owner/ultimate beneficiary's Passport / HKID Card)

**備註 Note:**

(i) 此聲明書應由客和賬戶真正/最終受益者填寫和簽署:

*This declaration is to be completed by the Client and signed by both the Client and true owner / ultimate beneficiary;*

(ii) 如賬戶真正/最終受益者多于一人時, 則每一名真正/最終受益者均須提供同等資料(即第 1 至 9 詳之資料), 及簽署本聲明書

*Where there is more than one true owner / ultimate beneficiary of the Account, the same information is required (as set out in points 1 to 9) for each true owner / ultimate beneficiary, as is his signature.*

\*請刪去不適用者

*Delete as appropriate*

**東方滙財證券有限公司**  
**ORIENT SECURITIES LIMITED**

**保證金客戶協議書**  
**MARGIN CLIENT AGREEMENT**

致：東方滙財證券有限公司  
香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室  
(為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE No. AFP038)以及香港聯合交易所有限公司(「聯交所」)之交易所參與者)。  
To: ORIENT SECURITIES LIMITED  
Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong  
(registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No. AFP038) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange")).

本協議由東方滙財證券有限公司 - 香港聯合交易所有限公司(「聯交所」)之交易所參與者及根據證券及期貨條例批准之持牌法團(CE No. AFP038) (下稱「本公司」)，其註冊辦事處設於香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室與  
BETWEEN ORIENT SECURITIES LIMITED, an Exchange Participant of The Stock Exchange of Hong Kong Limited ("the Exchange") and a licensed corporation under the Securities and Futures Ordinance (CE No. AFP038) (hereinafter referred to as "the Company") whose registered office is situate at Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong and  
(下稱「客戶」)訂立。  
(hereinafter referred to as the "Client")

**鑒於：**  
**WHEREAS:**

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

**現雙方協議如下：**

**NOW IT IS HEREBY AGREED as follows:-**

**1. 戶口**

**The Account**

- 1.1. 本協議書訂定客戶於本公司處開立保證金戶口，並以該戶口進行交易時所必須遵行之條款。  
This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account with the Company in relation to transactions carried out in connection therewith.
- 1.2. 本合約所附之「開戶資料附件」內所載資料，或以其他方法由客戶或客戶代表向本公司提供之有關資料皆為完整、真實及正確。本公司有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。如有任何重大變更，客戶承諾將盡快通知本公司。  
The information contained in the "Client Information Statement" or otherwise supplied by or on behalf of the Client to the Company in connection with the opening of the account is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received. The Client undertakes to notify the Company in the event of any material change to such information.
- 1.3. 客戶保證客戶為所開賬戶之真正主人和最終受益人，客戶並非代表其他受益人而持有該賬戶。如非上述情形，客戶已向本公司作出聲明並作出有關證明及承諾。如有任何變更，客戶同意立即以書面通知本公司所有最終受益人之身份及有關該等資料之變更，客戶亦同意該等資料可根據本合約第 1.4 及 1.5 條予以披露。  
The Client warrants that the Client is the true owner and ultimate beneficiary of the margin account and that the Client is not holding the margin account on behalf of or for the benefit of any person. Where the aforesaid is not applicable, the Client has made a declaration together with the Client's warranty for whom is the ultimate beneficiary of the margin account. The Client agrees to immediately notify the Company in writing of the identity of all persons ultimately beneficiary interested in the margin account and any changes thereto and that this information may be disclosed in accordance with Clause 1.4 and 1.5 of this Agreement.
- 1.4. 客戶同意本公司應(如需要)交易所或其他交易所或政府或監管機構(不論香港或海外的)的要求，披露包括(但不限於)以下與賬戶有關之資料：  
The Client agrees that the Company may disclose (if so required) to the Exchange or any other exchanges or regulatory or governmental authorities (whether in Hong Kong or elsewhere) all matters relating to the margin account including (but not limited to):-
- 1.4.1. 賬戶之詳情;  
details of the margin account;
- 1.4.2. 賬戶之交易情況;  
dealings in relation to the margin account;
- 1.4.3. 賬戶之最終受益人資料。  
1.4.4. name of the ultimate beneficiary of the margin account.
- 客戶確認本公司對提供上述資料不承擔任何責任。  
The Client confirms that the Company shall not be liable to the Client for providing such information.
- 1.5. 根據個人(私隱)條例，客戶同意本公司可提供其個人資料予任何向賬戶提供任何服務之代理、代表。該等資料乃用於本公司或其聯繫公司提供投資、證券交易、顧問、財務、或其他相關服務及執行有關規則或法律或監管的規定。  
Pursuant to the Personal Data (Privacy) Ordinance, the Client agrees that the Company may provide the Client's personal data to any agent or representative which provide services in connection with the margin account. Such information is required to perform the investment, security dealing, advisor, financial or other related services which the Company or its affiliates offers and to observe any rules or legal or regulatory requirements.  
客戶知悉倘未能向本公司提供有關資料，這將導致本公司延遲或不能執行客戶之指令或不能提供所需之服務，特別是如果因此而影響本公司遵守有關規則及監管的規定。客戶可向本公司要求檢視或更正已提供資料。  
The Client acknowledges that any failure to supply the requested personal data may result in delay or the Company's inability to carry out the Client's instructions or provide requested services, particularly if it affects the Company's ability to ensure compliance with applicable rules and regulatory



requirements. The Client is entitled to request access to or to request the correction of data previously supplied to the Company.

## 2. 法例及規則

### Applicable Rules and Regulation

- 2.1. 一切為或代表客戶在香港進行之證券交易，須受聯交所及香港中央結算有限公司(「結算公司」)之憲章，規則，規例，附例，習俗及慣例中有關之規定約束，亦受制於不時修訂之香港法例，依客戶指示達成之一切交易，聯交所及結算公司之規則(尤其有關交易及交收之規則)對本公司及客戶均具約束力。

All transactions in securities made for or on behalf of the Client in Hong Kong shall be subject to the relevant provisions of the constitution, rules regulations, bye-laws, customs and usage of The Exchange and the Hong Kong Securities Clearing Company Limited ("HKSCC") and of the Laws of Hong Kong as amended from time to time. The Rules of the Exchange and HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Company and the Client in respect of transactions concluded on the instructions of the Client.

## 3. 交易

### Transactions

- 3.1. 依客戶指示經交易所完成之一切交易須付交易徵費及由聯交所不時徵收的任何其他費用。本公司獲授權根據聯交所隨時指定之規則收取該等徵費。

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

- 3.2. 客戶在接獲通知時須按本公司不時知會之收費率向本公司支付戶口所進行買入、賣出及其他交易之佣金，連同就戶口或戶口之任何交易或其中任何證券或因此而須繳付之一切印花稅、銀行收費、轉讓費、利息及其他費用。客戶現授權本公司由戶口內扣除有關款項。

The Client shall on demand pay the Company commissions on purchases, sales and other transactions for the margin account at such rate as the Company may from time to time have notified it, together with all stamp duties, bank charges, transfer fees, interest and other expenses in respect of or connected with the margin account or any transaction thereof or any securities therein. The Company is authorised to deduct such amount from the margin account.

- 3.3. 儘管須遵行本協議所載之條款及細則，本公司將有權在其全權決定下拒絕接納客戶之任何指示，且毋須就此給予任何理由。

Notwithstanding anything herein contained, the Company shall be entitled, at its absolute discretion, to refuse to accept any of the Client's instructions and shall not be obliged to give any reason for such refusal.

- 3.4. 若本公司未能履行《證券及期貨條例》(第 571 章)所規定之責任，以致客戶受金錢上之損失，客戶明白根據《證券及期貨條例》而成立之賠償基金，索償權利僅限於該條例所規定之範圍。

In the event that the Company commits a default as defined in the Securities and Futures Ordinance(Cap 571) and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities and Futures Ordinance will be restricted to the extent provided for therein.

客戶須應本公司之要求，或按本公司所屬之任何交易或市場之規則，以現金、股票或其他與本公司議定之價值支付按金或保證金。

The Client shall on demand from the Company make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Company or which may be required by the rules of any exchange or market of which the Company is a member.

- 3.5. 客戶將獲授予不時議定相當於由本公司持有抵押品市值某一百分率之信貸融資。

The Client shall be granted credit facilities up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company.

- 3.6. 基於對聯交所之實質限制及經常出現證券價格之急速起跌，在若干情況下討價或交易可能會有延誤。本公司在作出合理嘗試後可能無法按任何指定時間所報價格成交。本公司毋須因未能或無法遵照客戶指示之任何虧損負責。倘本公司在作出合理嘗試後無法全面執行指示，本公司有權在未取得客戶事先確認前執行部份指示。

By reason of physical restraints on the Exchange and 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 Company may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of Client's order. Where the Company is unable after using reasonable endeavours to perform any order in full, the Company is entitled to effect partial performance only without prior reference to the Client's confirmation.

- 3.7. 客戶知悉由本公司依據客戶之指示進行之任何證券賣出或買入，並非根據本公司對證券之選擇或選擇之建議而賣出或買入，而是客戶根據本身之判斷及決定作出。

The Client acknowledges that any sale or purchase of securities effected by the Company pursuant to the Client's instructions is not resulted from the selection or advice in the selection of such securities by the Company, but a result of the Client's judgment and decision.

- 3.8. 本公司可進行與客戶指示相對之買賣交易，而不論有關買賣為本公司本身戶口或代表其他客戶進行。

The Company may take the opposite position to the Client's order whether it is on the Company's own account or on behalf of its other clients.

- 3.9. 客戶承認本公司於本公司業務中可能持有關於證券之資料，本公司並無責任向客戶披露任何有關資料。

The Client admits that the Company may in its course of business possess information relating to securities and the Company shall have no duty to disclose to the Client any such information.

- 3.10. 除非另有協議，客戶同意當本公司代客戶進行一宗買入或賣出的交易時，客戶將在到期交收日，就買入的股票付款予本公司，或記入客戶的戶口，或收到本公司的款項時，送交賣出的股票，就情況而定。

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

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

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

- 3.12. 客戶承諾就保證金戶口之任何借方結餘或於任何時候欠本公司之任何款項按本公司不時指定之利率，向本公司支付利息，而有關利息須於每月最後一天或在本公司要求時支付。

The Client undertakes to pay interest to the Company in respect of any debit balance on the margin account or any amount otherwise owing to the Company at any time at such rate as may be specified from time to time by the Company and payable on the last day of each calendar month or upon any demand being made by the Company.

- 3.13. 有關外幣交易，戶口必須以港幣或本公司不時同意之其他貨幣為單位，倘若客戶指示本公司以港幣以外之其他貨幣進行證券交易，客戶必須單獨承擔由有關貨幣兌換波動而導致之任何收益或損失。如客戶未以相關的外幣償付其外幣債務，本公司有權選擇將其他戶口內任何其他貨幣之款項兌換成有關外幣抵銷其外幣債務或代客戶買進有關外幣先行抵銷外幣債務。在此情況下，客戶需向本公司償付及承擔本公司因此而作出的及需承擔的一切款項及費用。本公司可以依照其全權決定之形式和時間兌換貨幣，以實行其在本協議下採取之任何行動或步驟。倘若客戶以港幣以外之其他貨幣給本公司付款，當本公司收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

Regarding foreign currency Transactions, the Account(s) shall be in Hong Kong Dollars or such other currencies as the Company may agreed from time to time and in the event that the Client instructs the Company to effect any sale or purchase of securities in a currency other than Hong Kong Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. If the Client does not settle the liability with the relevant foreign currency, the Company shall have the right to convert any amount of the currency standing to the credit of

the Account to a foreign currency amount to settle the liability or buy in the foreign currency on behalf of the Client to settle the relevant liabilities first. In such circumstances, the Client shall pay and bear all costs and expenses that the Company has paid and has to bear. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under this Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide. All payments to be made by the Client to the Company in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by the Company.

#### 4. 本公司有權拒絕客戶之指示

##### The Company's Right To Decline Instructions

- 4.1. 本公司有絕對權力拒絕執行客戶之個別指示。但如為客戶清盤指示，而當時市場條件允許而又合法合規的話，則本公司須執行有關指示。  
The Company shall not be under an obligation to enter into any particular transaction except for the Client's liquidation instructions to the extent that it is able to do so given the market conditions existing at the time and provided that execution of such liquidation instructions is not barred by judicial or administrative direction or order served on the Company or the presentation of a winding-up petition against the Client known to the Company (or if the Company determines that the Client has committed an act of bankruptcy or an act analogous thereto).
- 4.2. 倘客戶賬戶內沒有足夠資金(除非本公司已同意就有關交易向客戶提供信貸額)或證券，或執行有關指示可能導致本公司或客戶違反任何法例、法規或規則的話，則本公司有權拒絕執行有關指示。  
The Company shall not be under an obligation to act in accordance with any instruction of the Client if there are insufficient funds (unless the Company has agreed to grant credit facilities to the Client for the relevant transaction) or securities in the margin account or if the Company believes that to do so might result in either the Company or the Client contravening any law, rule or regulation.
- 4.3. 客戶確認本公司有權(按一切適用法律及法規行使其絕對的酌情權)決定不進行涉及賣空的交易。因此，本公司將拒絕執行一切涉及賣空的交易。  
The Client acknowledges that the Company may, subject to all applicable laws and regulations and at its absolute discretion, decide not to effect any transaction which involves a short sale. Accordingly, the Company will decline all instructions to effect short sale.  
儘管以上述，倘賣空交易予以執行，客戶同意追認本公司就還原有關賣空交易而採取的一切行動及因而進行的一切交易。客戶亦同意賠償本公司因此而遭受的一切損失及所發生的費用。  
Notwithstanding the foregoing, if a short sale is effected, the Client agrees to ratify all actions and transactions effected by the Company to unwind such short sale. The Client further agrees to indemnify the Company against all losses and expenses suffered or incurred by the Company as a result thereof.
- 4.4. 如本公司行使其絕對的酌情權而拒絕執行客戶指示時，本公司須就此通知客戶，惟本公司無須指出原因。  
If the Company in its absolute discretion declines to accept any instruction from the Client, the Company will notify the Client accordingly without the need to specify reasons therefore.
- 4.5. 本公司無須就拒絕執行客戶指示或其後忽略通知客戶而引致客戶遭受任何損失、利潤損失、損害、責任、成本或開支承擔任何責任。  
The Company shall not be liable in any way for any loss, loss of profit, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with the Company declining to act on such instructions or omitting so to notify the Client.

#### 5. 抵押品

##### Charged Securities

- 5.1. 客戶於抵押予本公司：  
The Client hereby charges to the Company:
- 5.1.1. 客戶於戶口享有之權益；及  
The Client's interest in the margin account; and
- 5.1.2. 所有現有或於任何時候存入本公司或本公司不時所管有、保管及控制作任何目的之款項、債券、證券、財產、資產及權益(包括任何增加或替代抵押品及所有股息或已付或應付之利息，以及藉任何證券或增加或替代證券贖回、分紅、優先權或其他方法而產生或獲得之一切權利、權益、款項或財產)。
- 5.1.3. All monies, bonds, securities, properties, assets and interest which are now or which shall at any time hereafter be deposited with the Company or shall come into possession, custody or control of the Company from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interests, monies, or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities).  
所有上述將下稱為「抵押品」及將作為持續抵押品「抵押品」以支付及彌補要求之所有款項及債務是絕對的還是或有的，及產生現有或於其後客戶於本公司到期、虧欠或導致之債款，與及要求日期直至支付日期之利息、佣金、法律上及其他成本、收費及於本公司賬簿上出現之費用。  
All the above are hereinafter together called "Charged Securities" and shall stand as a continuing security (the "Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations hereunder which are now or at any time hereafter may be due, owing or incurred from or by the Client to the Company together with interest from the date of demand to the date of repayment, commission, legal and other costs, charges and expenses as they appear in the books of the Company.
- 5.2. 若本公司在全權決定下認為抵押品並不足夠及彌補作為支付客戶對本公司之債務，客戶承諾當本公司要求時立即以現金支付該款項予本公司，或由本公司選擇該增加之證券及款項並送交本公司，作為本公司可接納之增加或替代抵押品。  
In the event that the Company, in its absolute discretion, deems that the Charged Securities are insufficient or unsatisfactory to secure payment of the Client's indebtedness to the Company, the Client undertakes that upon demand by the Company forthwith pay to the Company such sum in cash or at the option of the Company to deliver to the Company such additional securities and money as are acceptable to the Company as security in addition to or in substitution for the Charged Securities.
- 5.3. 客戶代表及保證本公司就有關任何證券權益，按照本公司所作之抵押品為客戶合法及權益所擁有，客戶擁有絕對的權利將上述之抵押品給予本公司作抵押，而上述之抵押品仍不受約束於任何留置權、抵押或其他羈絆、及並非按照任何優先權及任何股票、股份及包括於抵押品之其他證券作為及將會作全部支付。  
The Client hereby represents and warrants to the Company that subject to any security interest of the Company created pursuant hereto the Charged Securities are legally and beneficially owned by the Client, that the Client has good right to charge the same to the Company, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.
- 5.4. 本公司或其委任人有權在其全權決定下(以客戶名義或本協議項下付款要求之前或之後，而無需客戶再予同意或授權)對任何抵押品行使根據《香港受託人條例》(香港法例第二十九條)第 11(4)及(5)節給予受託人對委託抵押品或財產之投票權利及所有權利和權力，以及依據該條款以其名義登記抵押品之人士可以行使之權力及任何權利和權力。  
The Company or its nominees is entitled to exercise at its discretion (in Client's name or otherwise at any time whether before or after any demand for payment hereunder and without any further consent or authority on the part of the Client) in respect of any of the Charged Securities any voting rights and all powers given to trustees by Sections 11 (4) (5) of the Trustee Ordinance (Chapter 29 of the laws of Hong Kong) in respect of securities or property subject to a trust and any powers and rights which may be exercised by the person or persons in whose name or names the Charged Securities are registered under the terms thereof or otherwise.
- 5.5. 客戶於抵押品有效持續期間，將支付所有關於抵押品之催繳款或其他欠款，如有拖欠情況，本公司可按照其決定，代表客戶支付。客戶應按要求的向本公司賠償支付之金額，新股份、股額或其他抵押品應由本公司保存，作為本協議項下追加抵押品保存。  
The Client during the continuance of this security shall pay all calls or other payments due in respect of any of the Charged Securities and in the event of default the Company may if it thinks fit make such payments on the Client's behalf. Any sums so paid by the Company shall be repayable by the Client on demand and pending such repayment shall be a charge on the Charged Securities and such new stock, shares or other security shall be retained by the Company as additional security hereunder.
- 5.6. 抵押品由本公司或其他工作人員、代理人或銀行等掌握。保管期間，本公司不負責期間發生之任何抵押品價值損失、損害或減值等。

The Company shall not be answerable or responsible for the loss of or damage to or diminution in value of any of the Charged Securities however arising whilst the same are in the possession, custody or control of the Company or its employees, agent or bankers.

- 5.7. 客戶寄存於本公司處而未以客戶姓名註冊之證券，若獲得股息或其他之派發或利益，本公司須根據代表客戶持有之有關證券數目或數額，按比例將該等利益存入客戶戶口內(或協議向客戶支付有關款項)。
- If in relation to any securities deposited with the Company which are not registered in the Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's margin account with the Company shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount or relative securities which shall comprise securities held on behalf of the Client.
- 5.8. 有關任何寄存於本公司處而未以客戶姓名註冊之證券，若本公司須承受任何損失，則根據代表客戶持有之有關證券總數目或數額，按比例在客戶之保證金內扣除(或協議由客戶支付有關款項)。
- If, in relation to any securities deposited with the Company but which are not registered in the name of the Client, any loss is suffered by the Company therefrom, the Account may debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.
- 5.9. 在未經客戶事前書面同意，本公司不得將客戶任何證券，作為本公司取得貸款或墊支之抵押品寄存;或無論為任何目的，將證券借出或放棄其持有權。同意書須依照根據聯交所指定之規則。
- The Company shall not, without the Client's prior written consent, deposit any of the Client's securities as security for any loans or advances made to the Company, or lend otherwise part with the possession of any of the Client's securities for any purpose. Such written consent shall be in the form prescribed by the Rules of the Exchange.
- 5.10. 根據此條作出的常設授權將自本協議書日期起計僅有效十二(12)個月，其後可以書面形式並根據此條的條款及條件續期，每次續期不超過十二(12)個月。客戶可以書面形式發出十四(14)日通知撤銷本項授權，唯客戶於撤銷授權時並無欠本公司任何尚未清償的債務。
- The standing authorization given by the Client under this Clause will remain effective only for twelve (12) months from the date of this Agreement and may be renewed by a written notice for subsequent periods not exceeding twelve (12) months upon the same terms and conditions as specified in this Clause. The Client may revoke this authorisation by giving at least fourteen (14) days' written notice provided that the Client do not owed the Company any outstanding debts.
- 5.11. 本公司毋須交付或交還客戶數目、類別、面額、面值及權利與有關存放或轉讓或買入或收購完全相同之證券。本公司只須交付或交還客戶與該等證券類別、面額及面值相同且享有同等利益之證券(唯須受其時可能出現之任何股本重組限制)。
- The Company shall not be bound to deliver or return to the Client securities being identical with the securities deposited with or transferred to the Company or purchased or acquired by the Company on the Client's behalf in terms of number, class, denomination, nominal amount and rights. It is sufficient for the Company to deliver or return to the Client's securities of the same class, denomination and nominal amount as, and rank pari passu with such securities (subject always to any capital reorganisation which may have occurred in the meantime.)

## 6. 違約事項

### Event of Default

- 6.1. 當任下列事項發生時，客戶對本公司之所有債務將會立即到期及按本公司提出要求時立即償還一切結欠之款項：  
All of the obligations of the Client to the Company shall immediately become due and payable on demand by the Company upon the happening of any of the following events:
- 6.1.1. 客戶未能履行與本公司及客戶之間，簽訂之本協議或其他協議之任何條款;  
failure by the Client to perform any of the terms of this or any other agreement between the Company and the Client;
- 6.1.2. 對客戶，或客戶與本公司設立之任何戶口作扣押、被法庭判決執行令或其他程序;  
the levy or enforcement of any attachment, execution or other process against the Client.
- 6.1.3. 客戶對本公司於本協議或任何其他文件所作出之代表及保證為不正確;  
any representation or warranty made by the Client to the Company in this Agreement or in any other document being or becoming incorrect;
- 6.1.4. 規定客戶達成本協議或任何其他協議之同意書、授權或董事會決議被全部或部份撤銷、中止、解除或不再具有十足效力及作用;或  
any consent, authorisation or board resolution required by the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceased to remain in full force and effect; or
- 6.1.5. 針對客戶展開申請破產或結業或類似法律程序。  
the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceeding against the Client.

## 7. 違約及執行

### Default and Enforcement Set-off

- 7.1. 除非另有協議，客戶同意當客戶在到期交收日不能如上文所述支付款項或送交證券時，授權本公司：  
Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date as mentioned above, the Company is hereby Authorised:
- 7.1.1. 若為買入交易，轉讓或賣出任何該等買入證券，或戶口持有之其他證券，以履行客戶對本公司之責任;或 in the case of a purchase transaction, to transfer or sell any such purchased securities, or other securities held for the margin account to satisfy the Client's obligations to the Company; or
- 7.1.2. 若為賣出交易，借入及/或買入該等沽出證券，以履行客戶對本公司之責任。  
in the case of a sale transaction, to borrow and /or purchase such sold securities to satisfy the Client's obligations to the Company. 現客戶確認，客戶將就客戶不能如上文所述到期交收日履行客戶之責任，向本公司負責何有關之損失、成本、費用及開支。  
The Client hereby acknowledges that the Client will be responsible to the Company for any loss, costs fees and expenses in connection with the Client's failure to meet the Client's obligations by due settlement dates as described above.
- 7.2. 如客戶未能於本公司要求之限期前繳付按金或保證金、或任何本協議規定須予本公司之款項、或未有遵行本協議之任何條款，在不影響本公司可能享有之任何其他權利之情況下，本公司有權毋須通知客戶，而於本公司之董事會或公開或私人發售並處置全部或任何抵押品，或本公司可按照類似方式及因素決定是否必須立即償還或送交或以分開支付欠款。  
If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Company, on the due date therefore, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Company may have, the Company shall have the right without notice to the Client, to dispose of all or any of the Charged Securities at any Company's board or by public or private sale or in such other manner and for such consideration whether payable or deliverable immediately or by installments as the Company may think fit.  
此外，本公司亦特別授權可作下列安排：  
In addition, the Company is hereby specifically authorised to do the following:
- 7.2.1. 結束客戶本公司之戶口或任何或所有之戶口，及本公司有權毋須通知客戶，為客戶處置戶口內之任何或所有金錢、證券、資產或利息;  
close the margin account or any or all the accounts the Client has with the Company and to dispose of any or all monies securities assets or interest held for or on behalf of the Client without notice to the Client;
- 7.2.2. 使客戶與本公司之戶口或任何或所有之戶口不能操作;及/或  
render inactive the margin account or any or all the accounts the Client has with the Company; and/or
- 7.2.3. 與本公司之戶口或任何或所有之戶口內，作清算任何或所有倉位及結束任何未平倉之合約。  
liquidate any or all the positions and to close out any or all open contracts comprised in the margin account.
- 7.3. 若按照上述第 7.2 項之任何售賣交易，若少於所有售賣或處置之抵押品，本公司可在全權決定下選擇售賣或處置之抵押品。若於售賣抵押品後有任何赤字，客戶承諾按本公司要求填補該赤字。  
In the event of any sale pursuant to sub-Clause 7.2, if less than all of the Charged Securities are to be sole or disposed of, the Company may in its absolute

discretion select which of the Charged Securities are to be sold or disposed of. In the event of any deficiency after the sale of the Charged Securities, the Client hereby undertakes to make good and pay on demand to the Company such deficiency.

7.4. 於戶口內之售賣或清算之程序，將按照本條款下列之優先權次序應用，及支付餘數予客戶或按其指令執行：

The proceeds of sale or liquidation of the margin account made under this Clause shall be applied in the following order of priority and any residue shall be paid to the Client or to its order:

7.4.1. 支付所有成本、收費、法律上費用及費用包括印花稅、佣金及本公司於轉讓及售賣抵押品而引致之費用；

payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring and selling all or any of the Charged Securities or in perfecting title thereto;

7.4.2. 支付到期產生之利息；

payment of interest for the time being accruing due;

7.4.3. 支付客戶對本公司之所有已到期、未償還或產生之款項及債務；

payment of all money and liabilities due, owing or incurred by the Client to the Company.

7.5. 本公司有權將抵押品或任何部份作其私自用途或以市場價值售賣或處置，而本公司毋須以任何方式負責其引發之任何損失及盈利。

The Company shall be entitled to appropriate to itself or sell or dispose of the Charged Securities or any part thereof at the current market price thereof without being in any way responsible for any loss occasioned thereby however arising and without being accountable for any profit made by the Company.

7.6. 雖然尚未有權出售，也可能是在本協議簽字後，當本公司已收到或應收到之所有與抵押品有關之股息、利息或其他付款。本公司向客戶支付了這類股息、利息或其他付款，本公司仍可以當做本協議下買賣收益一樣使用。

Any dividends, interest or other payments which may be received or receivable by the Company in respect of any of the Charged Securities may be applied by the Company as through they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen and notwithstanding that subsequent to the execution of this Agreement the Company may have paid any of the said dividends, interest or other payments to the Client.

7.7. 客戶同意不會，亦不會意圖出售戶口之任何證券、應收款項或其中持有金錢、或就戶口或戶口之任何證券、應收款項或其中持有之金錢授予優先購買權或以任何其他方式處置，或(未經本公司同意前)就戶口或戶口之任何證券、應收款項或其中持有金錢作抵押、質押或其他轉讓。

The Client agrees not to, and not to purport to sell, grant an option over or otherwise deal in any way with, nor (without the Company's consent) to create or allow to subsist a charge, pledge or other encumbrance over, the margin account or any securities, receivables or monies held in or for the margin account.

7.8. 客戶承諾償付本公司及其職員、僱員及代理人任何因客戶違背其在本協議之責任而引致或涉及之任何損失、費用、索償、負債及開支(包括本公司於收取欠款或因結束保證金戶口而在合理及需要之情況下引起之任何費用)。

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

## 8. 抵銷

### Set Off

8.1. 客戶現向本公司作出不可撤回之指示，以保證金戶口所持之任何抵押品、應收款項或金錢抵銷、扣除及利用該等證券、應收款項或金錢，以全數或部份支付客戶欠本公司之任何款項或負債。

The Client hereby irrevocably directs the Company to set-off and withhold from and apply any of the Charged Securities against and in whole or partial payment of any sum or liability owed by the Client to the Company.

8.2. 本公司可隨時將保證金戶口與客戶在本公司處持有之任何戶結合或合併，將任何一個或以上該等戶口貸方之任何款額抵銷或轉讓該等款額以清還任何其他戶口欠本公司不論任何性質之債務或負債。

The Company may at any time combine or consolidate the margin account with any other accounts held by the Client with the Company and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of whatsoever nature owing to the Company in respect of any other accounts.

## 9. 一般規定

### Miscellaneous Provisions

9.1. 客戶授權本公司進行對客戶之個人信用諮詢或查證，以確定客戶之財政狀況及投資目標。

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

9.2. 本公司有權將保證金戶口持有之全部款項及代或就客戶保證金戶口收取之全部款項存入一間或多間持牌銀行之一個或多個信託戶口。除非本公司與客戶間另有協議，該等款項應得之利息將屬本公司所有。

The Company shall be entitled to deposit all monies held in the Account and all monies received for or on the Account with one or more trust accounts at one or more licensed banks. Unless otherwise agreed between the Company and the Client, any interest accrued on such monies shall belong to the Company.

9.3. 本協議之條款將會對任何一方之承繼人、受讓人及個人代表(如適用)有約束力及利益，即使客戶在未經本公司之事先同意之情況下，亦未將權力或債款授予、轉讓、抵押或作其他處置。本公司亦可在未經客戶之事先同意或批准，將本協議之全部或部份之權利或義務授予任何人。此外，本公司可隨時將本公司追討未償還款項之權力授予本公司僱用之收賬公司或中介人。

The provisions of this Agreement shall be binding on and enure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of rights or obligations hereunder without the prior written consent of the Company. The Company may assign all or a part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client. Without prejudice to the generality of the foregoing, the Company may at any time assign the outstanding balance of the Account owing to the Company to any contractual credit management organisation or collection agent employed by the Company for debt recovery proceeding.

9.4. 客戶同意本公司發出之結算單提及之所有事項，如在結算單傳遞後之三個月工作天內，客戶沒有以書面反對，則視為無異議。

The Client hereby agrees that statements of accounts issued by the Company shall be conclusive as to all matters stated therein if not objected to in writing by the Client within three business days after despatch of the same.

9.5. 本公司交付、以安全保管或其他方式持有或以客戶之名義註冊由本公司代客戶買入或收購之證券，在交付、持有或以客戶或客戶代理人之名義註冊與原來由本公司代客戶存放、承讓或收購者類別、面額及面值(唯須受其時可能出現之任何股本重組限制)相同且享有同等利益之證券後即屬達成，而本公司毋須交付或交還數目、票面金額類別、面額、面值及所附權利與有關證券完全相同之證券。

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

9.6. 本協議所載條款及細則概不得使本公司須向客戶披露任何其以任何身份代任何其他人士或其本身所進行買賣過程中獲悉之事宜。

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

9.7. 本協議可由任何一方以書面通知對方終止，唯在本公司確實接獲有關通知後兩個營業日前，本協議不得視作已由客戶終止，而關於終止不得影響本公司於本協議終止前應有之任何交易，且不會影響本公司於終止前應有之任何權利。

This Agreement may be terminated by either party hereto by written notice served on the other party provided that this Agreement shall not be deemed to be terminated by the Client until 2 business days after actual receipt by the Company of such notice and the termination shall not affect any transaction entered into by the Company prior to the termination of this Agreement and shall be without prejudice to any accrued rights of the Company prior to the termination.

- 9.8. 倘客戶為一人以上，則各人須承擔共同及個別責任，且客戶一詞將按文義詮釋，包括任何一人或各人在內，而本公司將有權與其中任何人士個別往來交易，包括在任何程度上解除某人之責任而不影響其他人士應負之責任。  
Where the Client consists of more than one person, the liability of each of them shall be joint and several and references to the Client shall be construed as the context requires, to any or each of them. The Company shall be entitled to deal separately with any of them including the discharge of any liabilities to any extent without affecting the liability of the others.
- 9.9. 本合約之任何條款是相互獨立和分離的。若在任何時候個別條款被裁定無效或不能予以執行，則不影響或損害其餘條款之效力、法律地位及執行性。  
Each provision in the Agreement is severable and distinct from the other provisions. If at any time one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.10. 任何一方均無須對另一方就直接或間接因政府禁制令、任何有關交易所或結算公司或其他市場所實施之緊急措施或暫停交易、社會動亂、恐怖主義行為、自然災害、戰爭、罷工或其他不可控制之情形所引致的任何直接或間接損失，負上任何責任。  
Neither party shall be liable for any direct or indirect loss sustained by the other as a direct or indirect result of government restrictions, the imposition of emergency procedures or suspension of trading by any relevant exchange, clearing house or other market, civil disorder, acts or threatened acts of terrorism, natural disasters, war strikes or other circumstances beyond that party's control.
- 9.11. 客戶確認客戶已詳閱本協議之中/英文本，其中內容亦全部以客戶明白之語文，向客戶解釋清楚。客戶贊成及同意本協議內之一切條款及細則。  
The Client confirms that the Client has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to the Client in a language which the Client understands. The Client hereby agrees and consents to the terms and conditions herein contained.
- 9.12. 本協議及其中一切權利、義務及責任，須受制於香港法律，並按香港法律詮釋及執行。  
This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the Laws of Hong Kong and may be enforced in accordance with the Laws of Hong Kong.Xxx

## 10. 電子日結單

### Daily e-statement

- 10.1. 本人/吾等，同意透過本人/吾等之電郵地址接受閣下之戶口電子日結單服務，以代替郵寄日結單至本人/吾等之通訊地址，而月結單則如常以郵遞方式寄出。閣下有權隨時終止上述的服務，而無需負上任何責任。  
I/We hereby accept through my/our email address to receive the daily e-statement. I/We understand that you will not send any statements to my/our correspondence address by mail except monthly statement. You have the rights to terminate the above services at any time without bearing any charges and liabilities.
- 10.2. 電郵一旦由閣下向上述電郵地址發出，即被視為被本人/吾等已妥為收取有關的日結單，本人/吾等承諾隨時查核上述電郵戶口。本人/吾等已閱讀及完全明白下述有關的電子通訊風險及明白若在任何原因下，發現結單上有任何錯誤或本人/吾等在交易後未能第一時間收到結單，會即時知閣下。本人/吾等明白及接受，不論在何等理由或情況下，一旦閣下未能成功聯繫上述由本人/吾等提供的電郵地址，閣下將本人/吾等交易戶口的日結單郵寄至本人/吾等早前提提供的郵遞地址，並且不會獲重發有關的電子日結單。  
The statements are deemed to be properly received by me/us once dispatched by you to the above email address. I/We undertake to check the above email account promptly. I/We have read and fully understood the risk associated with the electronic system (set out below) and undertaken to notify you without delay if, for any reason, there is an error in any of the statements sent to me/us or I/We do not receive the statements promptly after any dealings have been taken place. I/We hereby accept and understand that under any reason or condition, once you cannot reach the above email address I/we provided to you, you will send the daily statements to my/our correspondence address and will not re-send the daily e-statement.

### 10.3. 風險披露聲明 – 電子通訊風險

#### Risk Disclosure Statement – Risk of Electronic Communication

電子通訊風險 通過互聯網或其他電子媒體進行的通訊可能會因不可預測的流量堵塞及/或其他閣下無法控制的原因而受到干擾、傳輸中斷、以及傳輸延誤。由於技術上的限制，互聯網是一種不完全可靠的通訊媒介。基於這種不可靠性原因，資訊的傳輸和接收可能有延誤，結單或未能轉送至有關電郵地址。而且，通訊和個人資料可能會被未經授權的第三方取得，且在通訊上會存在誤解或錯誤的風險，而這些風險將完全由本人/吾等承擔。

Risk of Electronic Communication. Any Communication through the Internet or other electronic medium may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and/or other reasons beyond your control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designated email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us.

## 11. 風險披露聲明書 – 一般

### Risk Disclosure Statement – General

- 11.1. 客戶知悉證券價格可能及肯定會波動，而任何個別證券之價格皆可能下跌，在某些情況下更可能變成毫無價值，故客戶瞭解在證券買賣中國有之風險，即除可能獲利外，亦可能有損失。客戶願意承擔此風險。  
The Client acknowledges that the price of securities can and does fluctuate, and that any individual security may experience downward movements, and may under some circumstances even become valueless. The Client appreciates therefore that there is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities. This is a risk that the Client is prepared to accept.
- 11.2. 客戶亦知悉將證券寄存於本公司處，或授權本公司寄存證券作為取得貸款或墊支之抵押，或授權本公司借貸證券等，均有風險。The Client also acknowledges that there are risks in leaving securities in the custody of the Company or in authorising the Company to deposit securities as collateral for loans or advances made to the Company or authorising the Company to borrow or loan securities.
- 11.3. 藉存放抵押品而為交易取得融資的虧損風險可以相當巨大。在若干情況下，你所蒙受的虧蝕可能會超過你存放於有關交易商或證券保證金融資人作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如“止蝕”或“限價”買賣指示無法執行。你可能會在短時間內被要求存入額外的保證金款或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會未經你的同意被出售或兌現。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排對你是否適合。  
The risk of loss in financing a transaction by deposit of collateral can be significant. In some circumstances, you may sustain losses in excess of your cash and any other assets deposited as collateral with the dealer or securities margin financier. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such financing arrangement is suitable in light of your own financial position and investment objectives.
- 11.4. 本人/吾等知道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/吾等也知道將證券交給閣下保管可能存在風險。例如當閣下持有本人/吾等的證券而閣下無力償債時，本人/吾等取回證券的時間可能會受到嚴重阻延。本人/吾等願意承擔此等風險。  
I/We acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we are prepared to accept.

## 12. 風險披露聲明書 – 創業板

### Risk Disclosure Statement – Growth Enterprise Market (“GEM”)

- 12.1. 本人/吾等知悉創業板的證券價格可能會波動，而任何個別證券的價格皆可上升或下跌，更可能變成毫無價值。買賣創業板不一定獲利。而且存在著風險。本人/吾等也知道將創業板證券交給閣下保管可能存在風險。例如當閣下持有本人/吾等的證券而閣下無力償債時，本人/吾等取回證券的時間可能會受到嚴重阻延。本人/吾等願意承擔此等風險。  
I/We acknowledge that the price of securities traded on GEM can and does fluctuate, and that any individual security may experience upwards or downwards movements, and may under some circumstances even become valueless. There is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities traded on GEM. I/We also acknowledge that there may be risks in leaving securities in your safe keeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
- 12.2. 本人/吾等明白創業板之市場設計乃為可能附有高風險的公司而設，本人/吾等亦尤其明白公司可在沒有往績紀錄及在不需負責預測未來表現的情況下在創業板上市。本人/吾等清楚瞭解，因創業板上市公司的新興發展性質，其營運的業務行業或國家而所引致的風險。  
I/We understand that GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, I/we understand that companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I/We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
- 12.3. 本人/吾等知道投資在此類公司的潛在風險，故此本人/吾等明白必須經過審慎考慮後才作出投資決定。本人/吾等明白創業板的較高風險性質及其他特點，應當更適合專業及其他熟悉投資技巧的投資者。  
I/We am/are aware of the potential risks of investing in such companies and understand that the Client should make the decision to invest only after due and careful consideration. I/We understand the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 12.4. 基於創業板的新興發展性質，本人/吾等明白於創業板進行買賣將可能面對比較於主板買賣證券為高的市場波幅及不確保於創業板買賣時得到一個有流通量的市場。  
Given the emerging nature of companies listed on GEM, I/we understand there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.
- 12.5. 本人/吾等亦明白創業板的主要訊息發放渠道是透過聯交所的互聯網頁刊登消息。創業板上上市公司一般不須在憲報所登的報章上刊登付費公告。因此，本人/吾等知悉本人/吾等須獲取經由創業板網頁發佈的創業板上上市公司的最新資料。  
I/We further understand that the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazetted newspapers. Accordingly, I/we acknowledge that I/we need to have access to up-to-date information on GEM-listed companies as published on the GEM website.
- 12.6. 本人/吾等確認此風險披露聲明書並不能申述所有風險及其他創業板的主要內容。本人/吾等明白在進行買賣活動之前須自行進行資料搜集及研究有關證券的買賣。  
I/We acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. I/We understand that I/We should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities.
- 12.7. 本人/吾等明白如本人/吾等對此風險披露聲明書的任何方面對買賣創業板證券的性質及風險有不明確或不明白之處，本人/吾等須取得獨立專業意見。  
I/We understand that I/we should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
- 12.8. 本人/吾等明白簽署此風險披露聲明書是證監會持牌人或註冊人操守準則的硬性規定。本人/吾等明白本人/吾等未能簽署及確認此聲明書，貴公司將不可以執行本人/吾等於創業板買賣的指令。  
I/We understand that the signing of this risk disclosure statement is mandatory under the Code of Conduct for Persons Licensed by or Registered with the SFC. I/We understand that the Company will not be able to effect my/our instructions to deal in securities on GEM if this statement is not signed and acknowledged by me/us.

### 13. 風險披露聲明書 – 人民幣產品

#### Risk Disclosure Statements – Reminbi Products (“RMB Products”)

客戶知悉人民幣兌其他貨幣的價值不時波動，並將受〔其中包括〕中華人民共和國〔「中國」〕政府的管制措施〔例如中國政府規管於香港及中國內地的人民幣與外幣換算〕影響。因此，如將人民幣產品，包括存款、證券及其他投資品兌換成另一種貨幣，便可能對該產品的回報構成不利影響。此外，客戶亦知悉人民幣目前不可自由兌換，而經香港的銀行兌換人民幣須受若干限制，尤其是個人客戶兌換人民幣設有每日上限。如客戶擬將超過每日上限的人民幣金額兌換成另一種貨幣或自另一種貨幣兌換成人民幣，應給予足夠時間以完成兌換。

客戶知悉人民幣證券交易與其他證券一樣，價格會有波動，波幅有時頗大。人民幣證券的價格亦有可能上升或下跌，甚至變成毫無價值，因此買賣證券或會招致損失，而非獲利。客戶在作出任何投資決定前，應小心考慮，並於有需要時諮詢專業顧問之意見。

The Client acknowledges that the value of the RMB fluctuates against other currencies and will be affected by, amongst other things, control measures taken by the government of the People’s Republic of China (“PRC”). (For example, the PRC government regulates conversion between the RMB and foreign currencies both in Hong Kong and Mainland China.) As a result, the return on RMB products, including deposits, stocks, and other investment products may be adversely affected if said products are converted to another currency. Furthermore, the Client acknowledges that the RMB is not freely convertible at present, and conversion of the RMB through banks in Hong Kong is subject to certain restrictions. In particular, conversion of the RMB by an individual client is subject to a daily limit. If a client intends to convert an amount in RMB from/to another currency that exceeds a daily limit, the client should allow for a sufficient period of time for this conversion to be successfully processed.

The Client also acknowledges that the prices of RMB securities fluctuate, sometimes dramatically, as with any other securities. RMB securities prices may move up or down, and may become valueless. It is as likely that losses may be incurred rather than profit made as a result of buying and selling securities. Before making any investment decision, the Client should consider carefully and seek professional advice where necessary.

### 14. 關於風險披露聲明書 – 結構性及衍生產品的客戶通知

#### CIRCULAR TO CUSTOMERS RELATING TO RISK DISCLOSURE STATEMENTS - STRUCTURED AND DERIVATIVE PRODUCTS

- 14.1. 結構性及衍生產品〔下稱「有關產品」〕Risk Disclosure Statements – Structured and Derivative Products (“the Products”)  
務請投資者注意，下述風險僅為概要，並非投資結構性及衍生產品〔包括衍生權證、牛熊證及交易所買賣基金〕涉及之所有潛在風險之詳盡清單。投資者應細閱並完全了解本文件所述之所有有關風險披露聲明，並根據及詳細閱讀相關產品發行商網站、香港交易所公司網站或披露易網站所載的最新招股書/上市文件、財務報表、公告及其他資料，以了解該產品特性及涉及的風險因素，並於需要時尋求獨立專業意見。  
Investors should note that the following is only a summary and it is not an exhaustive list of all the possible risks of investing in the Structured and Derivative Products (such as Derivative Warrants, Callable Bull/Bear Contracts (“CBBCs”), Exchange Traded Funds (“ETFs”). Investors are advised to read and fully understand all the relevant risk disclosure statements herein, read carefully the most up-to-date prospectuses/listing documents, financial statements, announcements and other information published either on the issuers’ websites, HKEx corporate and HKEx news websites to learn more about the product features and risk factors involved, and to obtain independent professional advice, if necessary.
- 14.2. 一般 General

#### 14.2.1. 投資適合性 Investment Suitability

投資結構性及衍生產品可能會涉及重大虧損風險。投資者可能蒙受全部投資虧損。因此，投資者應於下單前研究及了解有關產品之結構，及仔細考慮有關產品是否適合其財政狀況及投資目標。若投資者向本公司發出不可撤銷指示，則彼等須自行承擔有關風險，及並無依賴本行之意見及推薦建議。

The risk of loss in investing Structured and Derivative Products can be substantial. Investors should be prepared to sustain a total loss of their investment. In consideration of the risks associated, investors should study and understand the nature of the structure of the Products and the extent of the exposure to risks before they place an order; and carefully consider whether the Products are suitable in light of investors’ financial position

and investment objectives. If investors provide irrevocable instructions to Orient Securities Limited (“Orient”), investors do so at their own risk and have not relied on Orient’s advice and recommendation.

#### 14.2.2. 發行人失責風險 Issuer Default Risk

倘若結構性產品發行人破產而未能履行其對所發行證券之責任，投資者只被視為無抵押債權人，對發行人的資產並無任何優先索償權。投資者可能無法取回本金，最大潛在損失可能是投資金額的 100%。因此，投資者須特別留意結構性產品發行人的財力及信用。 In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and they have no preferential claims to any assets held by the issuer. Investors may get nothing back and the potential maximum loss can be 100% of their investment amount. Investors should therefore pay close attention to the financial strength and credit worthiness of issuers.

#### 14.2.3. 非抵押產品風險 Uncollateralised Product Risk

非抵押結構性產品並沒有資產擔保。倘若發行人破產，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。 Uncollateralised 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.

#### 14.2.4. 槓桿風險 Gearing Risk

衍生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，在最差的情況下，衍生產品價格可跌至零，投資者可能會損失所有投資金額。 Derivative products such as warrants and CBBCs are leveraged and can change in value rapidly according to gearing ratio relative to the underlying assets. Investors should be aware that the value of the products may fall to zero and holders may lose their entire investment amount.

#### 14.2.5. 限定有效期 Limited Life

與股票不同，衍生產品設有到期日，即有效期限，到期後產品變得一文不值。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其合交易策略。

Unlike stocks, derivative products have an expiry date and therefore a limited life and become worthless at expiration. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

#### 14.2.6. 特殊價格移動 Extraordinary Price Movements

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，因為實際成交價可以高過亦可以低過理論價。

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.

#### 14.2.7. 外匯風險 Foreign Exchange Risk

若投資者所買賣的衍生產品的相關資產並非以港幣為單位，則要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響該衍生產品的價格。

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

#### 14.2.8. 流動性風險 Liquidity Risk

聯交所規定所有結構性產品發行人要為每一隻個別產品委任一名流通量提供者。流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，有關產品的投資者就不能進行買賣，直至有新的流通量提供者委任出來止。

The Exchange requires all Structured Product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to product 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.

### 14.3. 買賣衍生權證的額外風險 Additional Risks involved in trading Derivative Warrants

#### 14.3.1. 時間遞耗 Time Decay

若其他因素不變，衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

Investors should be aware that other factors being unchanged, the value of the derivative warrants will decrease over time. Investors should therefore never view derivative warrants as products that are bought and held as long term investments.

#### 14.3.2. 波幅 Volatility Risk

若其他情況不變，相關資產的波幅增加會使衍生權證價值上升；相反，波幅減少會使衍生權證價值下降。投資者須注意，相關資產的波幅。

All things being equal, an increase in volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price. Investors should be aware of the underlying asset volatility.

### 14.4. 買賣牛熊證的額外風險 Additional Risks involved in trading CBBCs

#### 14.4.1. 強制收回 Mandatory Call

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價格觸及收回價，牛熊證會即時由發行人收回，及即時停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行人按上市文件所述算出來的剩餘價值（注意：剩餘價值可以是零）。

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. CBBC will be called by the issuer when the price of the underlying asset hits the call price and trading in that CBBC will cease trading. 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 be also note that the residual value can be zero.

#### 14.4.2. 融資成本 Funding Costs

若其他情況不變，相關資產的波幅增加會使衍生權證價值上升；相反，波幅減少會使衍生權證價值下降。投資者須注意，相關資產的波幅。

All things being equal, an increase in volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price. Investors should be aware of the underlying asset volatility.

#### 14.4.3. 衍生產品資料 Information on Derivative Products

持牌人或註冊人應按照投資者要求提供有關該產品的規格或章程或其他要約文件。

Upon the request of the Investors, the licensed or registered person shall provide the Investor product specification and any prospectus or other offering documents covering such products.

#### 14.4.4. 有關衍生權證及牛熊證的進一步資料，請瀏覽以下網站：

For more information on warrants and CBBCs, please visit the following websites:

證監會〔學·投資〕網站

SFC Investor portal – InvestEd <http://www.invested.hk/>

證券及期貨事務監察委員會〔證監會〕

The Securities and Futures Commission (SFC) <http://www.sfc.hk/>

香港交易及結算所有限公司〔香港交易所〕

Hong Kong Exchanges and Clearing Limited (HKEx) <http://www.hkex.com.hk/>

### 14.5. 買賣交易所買賣基金的風險 Risks involved in trading ETFs

#### 14.5.1. 市場風險 Market Risk

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。投資者會承受與 ETFs 相關指數/資產有關的政治、經濟、貨幣及其他風險。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。

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities.



Investors are exposed to the political, economic, currency and other risks related to the ETF's underlying index/asset it is tracking. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.

#### 14.5.2. 追蹤誤差風險 Tracking Error Risk

ETFs及相關指數的表現可能不一致。原因，舉例來說，可能是模擬策略失效、匯率、收費及支出等因素。

There may be disparity between the performance of the ETFs and the performance of the underlying index or assets due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

#### 14.5.3. 以折讓或溢價買賣 Trading at a Discount or Premium

若ETF所追蹤的指數/市場就投資者的參與設有限制，則為使ETFs的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令ETF的價格相對其資產淨值出現溢價或折讓。投資者若以溢價買入ETF，在基金終止時可能無法收回溢價。

Where the index/market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETFs in line with its net asset value (NAV) may be disrupted, causing the ETFs to trade at a higher premium or discount to its NAV. Investors who buy an ETF at a premium may not be able to recover the premium in the event of termination.

#### 14.5.4. 流動性風險 Liquidity Risk

交易所買賣基金雖然在相關交易所上市買賣，但這並不保證該基金必定有流通的市場。若ETFs涉及的衍生工具沒有活躍的第二市場，流動性風險會更高。較大的衍生工具的買賣差價亦會引致虧損。而要提早解除這些工具的合約比較困難、成本也較高，尤其若市場設有買賣限制、流通量也有限，解除合約便更加困難。

There is no assurance that a liquid market exists for an ETF. A higher liquidity risk is involved if an ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses. Therefore, they can be more difficult and costly to unwind early, when the instruments provide access to a restricted market where liquidity is limited.

#### 14.5.5. 外匯風險 Foreign Exchange Risk

若投資者所買賣的交易所買賣基金的相關資產並非以港幣為單位，則要面對外匯風險。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。

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 ETFs price.

#### 14.5.6. 交易對手風險 Counterparty Risks

若ETFs投資於衍生工具以追蹤指數表現，投資者除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，投資者亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險(例如由於衍生工具發行人主要是國際金融機構，因此若ETFs的其中一個衍生工具交易對手倒閉，便可能對該ETFs的其他衍生工具交易對手產生「連鎖」影響)。有些ETFs備有抵押品以減低交易對手風險，但仍要面對當ETFs的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

Where an ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivative, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of an ETF may have a "knock-on" effect on other derivative counterparties of the ETFs). Some ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the ETF seeks to realize the collateral.

### 15. 電子證券交易服務之補充協議

#### Supplemental Agreement For Electronic Securities Trading Services

此補充協議是補充其依附的並為東方匯財與客戶簽訂的客戶協議。客戶明白東方匯財提供之電子證券交易服務乃自動化服務，使客戶能透過電子交易系統及配合互聯網發出買賣證券指示及其他處理證券戶口指示，客戶根據以下條款及條件並受此等條款及條件規限，同意開設及維持一電子證券交易戶口並透過東方匯財網上電子證券交易服務運作該戶口，以進行證券買賣：

This Supplemental Agreement for Electronic Securities Trading Services is supplemental to the Client Agreement entered into by OSL and the Client. The Client understands that the Electronic Securities Trading Services provided by OSL is an automated service which enables the Client to send electronic instructions to purchase, sell and otherwise deal with securities. The Client hereby agrees to open and maintain an electronic securities trading account with OSL, which enables the Client to use the aforesaid services and subject to the following terms and conditions:

#### 15.1. 定義和詮釋

Definitions and Interpretation The Account

15.1.1. 本補充協議中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

Terms defined in this Supplemental Agreement have the same meaning as in the Client Agreement unless stated otherwise.

15.1.2. 本補充協議中，除非上下文另有要求，下列術語應具有如下定義：

In the Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

15.1.2.1. 「電子證券交易服務」指由東方匯財或其他透過東方匯財提供服務的人士提供之流動電話/ 互動音頻電話/ 互聯網證券買賣服務，客戶可使用此電子交易服務透過東方匯財進行證券買賣交易，客戶可透過東方匯財之電子交易設施向東方匯財或其代理人發出有關證券買賣的電子指示；

“Electronic Securities Trading Services” means the Mobile Phone / Touch Tone / Internet Stock Trading service and facility provided by OSL or other service providers through OSL under this Supplemental Agreement which enables Client to trade securities through OSL and give electronic instructions to purchase, sell and otherwise deal with securities through Client's securities trading account maintained with OSL and/or its nominees or agents;

15.1.2.2. 「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接達有關電子證券交易服務；

“Login ID” means the Client's identifications, used in conjunction with the Password, to gain access to the Electronic Securities Trading Services;

15.1.2.3. 「密碼」指客戶的登入密碼，須配合登入號碼一起使用以接達有關電子證券交易服務；

“Password” means the Client's password, used in conjunction with the Login ID, to gain access to the Electronic Securities Trading Services;

15.1.2.4. 「接通代碼」指密碼及登入號碼；

“Access Codes” means together the Password and the Login ID;

15.1.3. 客戶協議中提及的「指示」將被視為包括通過電子證券交易服務發出的指示。

References to “Instructions” in the Client Agreement are deemed to include instructions given by means of the Electronic Securities trading Services.

#### 15.2. 電子證券交易服務的使用

Electronic Securities Trading Services

15.2.1. 當東方匯財向客戶發出登入號碼和密碼時，電子證券交易服務將被啟動，客戶在第一次接達電子證券交易服務時應立即更改密碼。

On the issuance by OSL to the Client of the Login ID and Password, the Electronic Securities Trading Services shall be activated and the Client is advisable to change the Password immediately after the Client has accessed the Electronic Securities Trading Services for the first time.

15.2.2. 東方匯財有權要求客戶按東方匯財不時的通知，在執行其任何指示前存入現金。

OSL is entitled to require the Client to place a cash deposit prior to execution of any instructions as will be informed by OSL from time to time.

15.2.3. 客戶同意：

The Client agrees

15.2.3.1. 將只按照本補充協議、客戶協議及東方匯財不時規定的指示和程序使用電子證券交易服務；

the Client shall use the Electronic Securities Trading Services only in accordance with this Supplemental Agreement, the Client Agreement and the instructions and procedures to be required by OSL to the Client from time to time;



- 15.2.3.2. 客戶本人是電子證券交易服務的唯一授權用戶；  
the Client shall be the only authorized user of the Electronic Securities Trading Services;
- 15.2.3.3. 客戶應對其登入號碼和密碼的保密及使用承擔責任；  
the Client shall be responsible for the confidentiality and use of the Login ID and Password;
- 15.2.3.4. 客戶應對利用登入號碼和密碼而透過電子證券交易服務所輸入的所有指示完全負責，東方匯財收到的任何該等指示將被視為由客戶於東方匯財收到的時間及以收到的形式發出；  
the Client shall be solely responsible for all instructions entered through the Electronic Securities Trading Services using the Login ID and Password and any instructions as received by OSL shall be deemed to be made by the Client at the time received by OSL in the form received.
- 15.2.3.5. 如果發現登入號碼或密碼有任何遺失、被竊或未經授权使用，應立即通知東方匯財；  
the Client shall immediately inform OSL if the Client becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
- 15.2.3.6. 如果錯誤的登入號碼和密碼被輸入超過三次，東方匯財有權暫停提供電子證券交易服務；  
OSL has the right to suspend the Electronic Securities Trading Services if an incorrect Login ID and Password are entered on more than 3 occasions;
- 15.2.3.7. 不可試圖篡改、修改、解編、倒序製造及以其他方法之改動電子證券交易服務之任何部份，並不可試圖在未獲授權下接達電子證券交易服務之任何部份；  
the Client shall not attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Securities Trading Services;
- 15.2.3.8. 客戶在完成每次電子證券交易後，應立即登出電子證券交易服務。  
the Client shall logoff the Electronic Securities Trading Services immediately following the completion of each transaction.
- 15.2.4. 客戶同意在輸入每個指示之前會加以覆核，因為指示一經作出，便可能無法取消。  
The Client agrees to review every instruction before entering it as it may not be possible to cancel the Client's Instruction once given.
- 15.2.5. 客戶須承認及同意：  
The Client acknowledges and agrees:
- 15.2.5.1. 互聯網乃固有地不可靠的通訊媒介，亦非東方匯財所能控制。客戶更須承認由於這些不可靠因素，數據傳送、指示及其他資訊的接收時間有所延遲或耽誤，從而引致指示執行的拖延及/或在與給予指示時所不同的價格下執行指示；  
the Internet is an inherently unreliable media of communication and such unreliability is beyond the control of OSL. The Client further acknowledges that, as a result of such unreliability, there may be time lag or delays in the transmission of data and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given;
- 15.2.5.2. 透過電子證券交易服務進行之任何通訊會出現資料外洩、干擾、延遲、誤解或出錯之風險，而此等風險須由客戶絕對地承擔。  
there are risks of leakage of information, interruption, delay, misunderstanding errors in any communication via the Electronic Securities Trading Services and that such risks shall be absolutely borne by the Client.
- 15.2.6. 如客戶於香港以外地透過電子證券交易服務發出任何指示，客戶同意確保及聲明在有關司法權區發出指示時會遵守該司法權區任何適用之法律。客戶進一步同意如出現疑問將徵詢有關司法權區法律顧問之意見。客戶同意支付就有關任何指示可能須繳付之稅項或收費，東方匯財並不須就該等費用負上任何責任。  
If the Client places any Instructions with OSL outside Hong Kong via the Electronic Securities trading Services, the Client agrees to ensure and represent that such instructions will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's instruction are given. The Client further agrees that it will, when, in doubt, consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instructions and that OSL shall not be liable for any of such costs.
- 15.2.7. 如果電子證券交易服務未能使用，客戶應根據客戶協議的條款之規定發出指示。  
In case the Electronic Securities Trading Services is not available, the Client shall place its instructions in accordance with the terms and conditions under the Client Agreement.

### 15.3. 責任和賠償的限制

#### Limitation of Liability and Indemnification

- 15.3.1. 東方匯財、其業務代理、以及資訊供應者對於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概概負責，這些情況包括（但不限於）：  
OSL, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including but without limitation:
- 15.3.1.1. 通過不受東方匯財控制的電子或其他系統與東方匯財進行通訊往來的延誤、失靈或不準確；  
delays, failure or inaccuracies in transmission of communications to or from OSL through Electronic Securities Trading Services that are not under our control；
- 15.3.1.2. 由東方匯財或其資訊供應者所提供的股市研究、分析、市場數據定以及其他資訊私延誤、不準確、遺漏或缺乏；  
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information provided by OSL or its Information Providers;
- 15.3.1.3. 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼、密碼、和/或戶口號碼；及  
unauthorized access to communications systems, including unauthorized use of the Client Login ID, Password(s) and/or account numbers; and
- 15.3.1.4. 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。  
war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
- 15.3.2. 客戶同意，如客戶違反了客戶協議（包括本補充協議）、適用的法例或規例、或任何第三方的權利，包括（但不限於）對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使東方匯財、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證東方匯財、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本補充協議，客戶在此的責任將仍然有效。  
The Client agrees to defend, indemnify and hold OSL, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement (including this Supplemental Agreement), applicable laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Supplemental Agreement.
- 15.3.3. 客戶接受，儘管東方匯財將盡力確保所提供的資訊的準確性和可靠性，東方匯財並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害，東方匯財概不承擔責任（無論是在民事之過失、合約或其他法律上的）。  
The Client accepts that while OSL endeavours to ensure the accuracy and reliability of the Information provided, OSL does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

### 15.4. 電子證券交易服務之終止

#### Electronic Securities Trading Services

- 15.4.1. 東方匯財保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的登入號碼、密碼、

和 / 或戶口號碼、違反本補充協議或客戶協議、東方匯財未能繼續從任何資訊供應者獲得任何資訊、或東方匯財與資訊供應者之間的一個或多個協議被終止，終止客戶連接電子證券交易服務或其他任何部份。

OSL reserves the right to terminate the Client's access to the Internet to the Electronic Securities Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login ID, password(s) and/or account number(s), breach of this Supplemental Agreement, the Client Agreement or discontinuance of OSL's access to any Information from any Information Provider or termination of one or more agreements between OSL and Information Providers.

- 15.4.2. 若東方匯財證券終止電子證券交易服務，資訊供應者及東方匯財證券將無需向客戶承擔任何責任。  
In the event of termination by OSL, the Information Providers and OSL shall have no liability to the Client.

#### 15.5. 風險披露

##### Risk Disclosure

- 15.5.1. 東方匯財要求客戶參閱客戶協議中所載的風險披露聲明。

OSL refers the Client to the Risk Disclosure Statements contained in the Client Agreement.

- 15.5.2. 客戶承認並接受倘若其透過電子證券交易服務進行交易，客戶將會承受系統相關的風險，包括硬件和軟件發生故障的風險。任何系統發生故障的後果可能使客戶的指示不能按其指示執行或根本沒有被執行。

The Client acknowledges and accepts that if he undertakes transactions on Electronic Securities Trading Services, he will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that his instructions is either not executed according to his instructions or is not executed at all.

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

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

#### 15.6. 一般事項

##### General

- 15.6.1. 倘若發生任何爭議，客戶同意以東方匯財的記錄（包括電子記錄）為準。

In the event of any dispute between the parties, the Client agrees that the records of OSL (including electronic records) shall prevail.

- 15.6.2. 本補充協議之任何條款及所有透過電子證券交易服務完成的交易適用香港特別行政區法律，各方當事人甘願受香港法院的非專屬司法管轄權管轄。

This Supplemental Agreement and all transactions effected through Electronic Securities Trading Services are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

- 15.6.3. 東方匯財可不時修改本補充協議之條款，並會以書面方式或向客戶發出合理通知。

OSL may change the terms in this Supplemental Agreement from time to time by giving the client reasonable notice in writing.

- 15.6.4. 本補充協議的中文及英文如有義異，概以英文本為準。

In the event of discrepancy, the English version of this Supplemental Agreement prevails.

#### 16. 關於個人資料（私隱）條例（「私隱條例」）的客戶通知

##### CIRCULAR TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (“THE ORDINANCE”)

- 16.1. 以往，客戶在申請開立戶口、延續戶口及建立或延續財務信貸便利服務時，要不時向本公司提供有關的資料。

From time to time, it is necessary for customers to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities.

- 16.2. 若未能向本公司提供所需資料會導致本公司無法開立或延續戶口或延續財務信貸便利服務。

Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue credit facilities.

- 16.3. 在客戶與本公司的正常業務往來過程中，本公司亦會收集客戶的資料。

It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship.

- 16.4. 客戶的資料將可能會用於下列用途：內容

The purposes for which data relating to a customer may be used are as follows:—

- 16.4.1. 為提供服務和信貸便利給客戶之日常運作；

the daily operation of the services and credit facilities provided to customers;

- 16.4.2. 作信貸檢查；

conducting credit checks;

- 16.4.3. 協助其他財務機構作信貸檢查；

assisting other financial institutions to conduct credit checks;

- 16.4.4. 確保客戶的信用維持良好；

ensuring ongoing credit worthiness of customers;

- 16.4.5. 為客戶設計財務服務或有關產品；

designing credit facilities or related products for customers' use;

- 16.4.6. 宣傳財務服務或有關產品；

marketing credit facilities or related products;

- 16.4.7. 確定本公司對客戶或客戶對本公司的債務；

determining the amount of indebtedness owed to or by customers;

- 16.4.8. 向客戶及為客戶提供擔保或抵押的人追收欠款；

collection of amounts outstanding from customers and those providing security for customers' obligation;

- 16.4.9. 根據本公司須遵守的規則、條例及法例要求作出披露；及

meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Company; and

- 16.4.10. 與上述有關的用途。

purposes relating thereto.

- 16.5. 本公司會把客戶的資料保密，但本公司可能會把有關資料提供給：

Data held by the Company relating to a customer will be kept confidential but the Company may provide such information to:—

- 16.5.1. 任何中介人、承包商，或提供行政、電訊、電腦、支付、或其他和本公司業務運作有關的服務的第三者服務供應人；

any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Company in connection with the operation of its business;

- 16.5.2. 任何對本公司有保密責任的人，包括對本公司有保密資料承諾的專業人士及中介人（包括律師、會計師及信貸管理代理等）；

any other person under a duty of confidentiality to the Company including professionals and agents (including lawyers, accountants and debt collection agents) who have undertaken to keep such information confidential;

- 16.5.3. 任何和客戶已有或建議交易的金融機構或財務機構；

any financial institution with which the customer has or proposes to have dealings;

- 16.5.4. 任何本公司的實在或建議受讓人或參與人或附屬參與人或本公司對客戶的權利的受讓人；及  
any actual or proposed assignee of the Company or participant or sub participate or transferee of the Company' rights in respect of the customer;  
and
- 16.5.5. 任何本公司有責任披露該等資料之其他政府或規定之機構。  
any other governmental or regulatory authorities to which the Company is under a duty to disclose such data.
- 16.6. 本公司可將其收集之任何個人資料與香港或海外之政府團體、其他規定機構、公司、機構或個人收集之資料相對、比較、轉移或交換以作為查對有關資料之用途。  
The Company may match, compare, transfer or exchange any personal data collected by it with the data collected by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purposes of verifying those data.
- 16.7. 根據私隱條例中的條款，任何人：  
Under and in accordance with the terms of the Ordinance any individual:-
- 16.7.1. 有權審查本公司是否持有他的資料及有權查閱有關的資料；  
has the right to check whether the Company holds data about him and the right of access to such data;
- 16.7.2. 有權要求本公司改正有關他不準確的資料；  
has the right to require the Company to correct any data relating to him which is inaccurate;
- 16.7.3. 有權查悉本公司對於資料的政策及實際運用及被告知本公司持有關於他的何種個人資料。  
has the right to ascertain the Company' policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
- 16.8. 根據私隱條例的規定，本公司有權就處理任何查閱資料的要求收取合理費用。  
In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 16.9. 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，應向下列人仕提出：  
The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- |                             |  |
|-----------------------------|--|
| 負責人員                        | Responsible Officer                                |
| 東方滙財證券有限公司                  | Orient Securities Limited                          |
| 香港干諾道中 168-200 號            | Room 3101, China Merchants Tower, Shun Tak Centre, |
| 信德中心招商局大廈 31 樓 3101 室       | 168-200 Connaught Road Central, Hong Kong.         |
| 電話: 2180 9292 傳真: 2180 9288 | Tel: 2180 9292 Fax: 2180 9288                      |

上述詮釋，均以英文版本為準

In the event of discrepancy, the English version of this document prevails.

日期:

Date: \_\_\_\_\_

註冊人士的聲明 Declaration of registered person:

我 \_\_\_\_\_ (註冊人之姓名) \_\_\_\_\_ (中央編號) 經已於下列地址，以他/她/他們明白的語言，向 \_\_\_\_\_ (客戶姓名) 全部清楚解釋就《證券及期貨事務監察委員會持牌人或註冊人操守準則》所提供有關的風險披露聲明書的內容。

I, \_\_\_\_\_ (name of registered person) \_\_\_\_\_ (CE number), have fully explained the contents of the risk disclosure statements in relation to the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" to \_\_\_\_\_ (name of Client) at the following address in a language which he/she/they understand(s).

- 香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室  
Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong

- 其他地址  
Other location \_\_\_\_\_

\_\_\_\_\_  
註冊人簽署 Signed by registered person

\_\_\_\_\_  
日期 Date

客戶

SIGNED by the Client )  
)  
)  
在見證人見證下簽署 )  
in the presence of: )  
)  
)



\_\_\_\_\_  
客戶簽署 Client Signature

授權簽署/商業印鑑 Authorized Signature(s)/Business Chop

見證人 Witness:

姓名 Name:

職位 Occupation:

由東方滙財證券有限公司 )  
之授權簽署人簽署 )  
SIGNED by an Authorized signatory )  
for an on behalf of )  
ORIENT SECURITIES LIMITED )  
)  
)  
)

\_\_\_\_\_  
For and on behalf of  
Orient Securities Limited  
東方滙財證券有限公司

\_\_\_\_\_  
授權簽署 Authorized Signature

東方滙財證券有限公司  
ORIENT SECURITIES LIMITED

保證金客戶常設授權  
MARGIN CLIENTS STANDING AUTHORITY FORM

致：東方滙財證券有限公司  
香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室  
(為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE No. AFP038)以及香港聯合交易所有限公司(「聯交所」)之交易所參與者)。  
To: ORIENT SECURITIES LIMITED  
Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong  
(registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No. AFP038) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange")).

根據《證券及期貨條例》(第 571 章)和《證券及期貨(客戶證券)規則》(第 571H 章)所提供有關借貸或存放證券的常設授權  
Standing Authority under Securities & Futures Ordinance (Cap 571) and Securities & Futures (Client Securities) Rules (Cap 571H) to borrow, lend or deposit securities

本常設授權書是有一切由閣下代表本人/吾等購入或持有作為抵押品用途之證券。  
This standing authority covers all securities purchased or held by you on my/our behalf as collateral.

本常設授權書授權閣下：  
This standing authority authorise you to:

- 將任何本人/吾等的證券存於一認可機構(根據《銀行條例》所作之定義)，作為該機構借款予閣下之抵押品；  
Deposit any of my/our securities with an Authorised institution (as defined by the Banking Ordinance) as collateral for loans or advances made to you;
- 借貸任何本人/吾等的證券，以完成交易所會員之間之交收責任。任何證券借貸須依照交易所規例進行；  
Borrow or lend any of my/our securities to fulfill settlement obligations between Stock Exchange members. Any borrowing or lending must be in accordance with Stock Exchange regulations;
- 將任何本人/吾等的證券存於香港中央結算有限公司，作為該機構之抵押品，以履行並完成閣下(根據《中央結算系統一般規則》)之責任。本人/吾等明白香港中央結算有限公司因應閣下的責任而對本人/吾等的證券設定第一固定押記。  
Deposit any of my/our securities with Hong Kong Securities Clearing Company Limited as collateral for the discharge and satisfaction of your obligations and liabilities under the General Rules of the Central Clearing and Settlement System. I/We understand that Hong Kong Securities Clearing Company Limited will have a first fixed charge over my/our securities to the extent of your obligations and liabilities.

閣下可以做以上任何事情而無須通知本人/吾等。  
You may do any of these things without giving me/us notice.

此賦予閣下之常設授權乃鑒于貴公司同意繼續維持本人/吾等之證券保證金賬戶。  
This standing authority is given to you in consideration of your agreeing to continue to maintain the securities margin account for me/us.

有關根據本常設授權書而借、貸或存放之證券，閣下仍須向本人/吾等負責歸還。  
You are accountable to me/us for the return of any securities borrowed, lent, or deposited under this standing authority.

本人/吾等明白本人/吾等的證券可能受制於第三者之權利，閣下須於全數抵償該等權利後，方可將本人/吾等的證券退回本人/吾等。  
I/We understand that a third party may have rights to my/our securities, which you must satisfy before my/our securities can be returned to me/us.

本人/吾等並確認下述之風險披露聲明已由 \_\_\_\_\_ (註冊人士之姓名) \_\_\_\_\_ (中央編號) 向我/吾等全部解釋清楚，而我/吾等亦明白其內容。  
I/We also acknowledge that the following risk disclosure statement has been fully explained to me by \_\_\_\_\_ (name of the registered person) \_\_\_\_\_ (CE number) and I/We hereby confirm I/We fully understand the contents thereof:-

風險披露聲明書  
RISK DISCLOSURE STATEMENT

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你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。

THERE IS RISK IF YOU PROVIDE THE LICENSED OR REGISTERED PERSON WITH AN AUTHORITY THAT ALLOWS IT TO APPLY YOUR SECURITIES OR SECURITIES COLLATERAL PURSUANT TO A SECURITIES BORROWING AND LENDING AGREEMENT, REPLEDGE YOUR SECURITIES COLLATERAL FOR FINANCIAL ACCOMMODATION OR DEPOSIT YOUR SECURITIES COLLATERAL AS COLLATERAL FOR THE DISCHARGE AND SATISFACTION OF ITS SETTLEMENT OBLIGATIONS AND LIABILITIES.

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情况下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若你是專業投資者，則有關限制並不適用。

IF YOUR SECURITIES OR SECURITIES COLLATERAL ARE RECEIVED OR HELD BY THE LICENSED OR REGISTERED PERSON IN HONG KONG, THE ABOVE ARRANGEMENT IS ALLOWED ONLY IF YOU CONSENT IN WRITING. MOREOVER, UNLESS YOU ARE A PROFESSIONAL INVESTOR, YOUR AUTHORITY MUST SPECIFY THE PERIOD FOR WHICH IT IS CURRENT AND BE LIMITED TO NOT MORE THAN 12 MONTHS. IF YOU ARE A PROFESSIONAL INVESTOR, THESE RESTRICTIONS DO NOT APPLY.

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你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，則你的授權將會在沒有你的書面同意下被視為已續約。

ADDITIONALLY, YOUR AUTHORITY MAY BE DEEMED TO BE RENEWED (i.e. WITHOUT YOUR WRITTEN CONSENT) IF THE LICENSED OR REGISTERED PERSON ISSUES YOU A REMINDER AT LEAST 14 DAYS PRIOR TO THE EXPIRY OF THE AUTHORITY, AND YOU DO NOT OBJECT TO SUCH DEEMED RENEWAL BEFORE THE EXPIRY DATE OF YOUR THEN EXISTING AUTHORITY.

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你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。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

**YOU ARE NOT REQUIRED BY ANY LAW TO SIGN THESE AUTHORITIES. BUT AN AUTHORITY MAY BE REQUIRED BY LICENSED OR REGISTERED PERSONS, FOR EXAMPLE, TO FACILITATE MARGIN LENDING TO YOU OR TO ALLOW YOUR SECURITIES OR SECURITIES COLLATERAL TO BE LENT TO OR DEPOSITED AS COLLATERAL WITH THIRD PARTIES. THE LICENSED OR REGISTERED PERSON SHOULD EXPLAIN TO YOU THE PURPOSES FOR WHICH ONE OF THESE AUTHORITIES IS TO BE USED.**

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

**IF YOU SIGN ONE OF THESE AUTHORITIES AND YOUR SECURITIES OR SECURITIES COLLATERAL ARE LENT TO OR DEPOSITED WITH THIRD PARTIES, THOSE THIRD PARTIES WILL HAVE A LIEN OR CHARGE ON YOUR SECURITIES OR SECURITIES COLLATERAL. ALTHOUGH THE LICENSED OR REGISTERED PERSON IS RESPONSIBLE TO YOU FOR SECURITIES OR SECURITIES COLLATERAL LENT OR DEPOSITED UNDER YOUR AUTHORITY, A DEFAULT BY IT COULD RESULT IN THE LOSS OF YOUR SECURITIES OR SECURITIES COLLATERAL.**

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你毋須使用保證金貸款，或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。

**A CASH ACCOUNT NOT INVOLVING SECURITIES BORROWING AND LENDING IS AVAILABLE FROM MOST LICENSED OR REGISTERED PERSONS. IF YOU DO NOT REQUIRE MARGIN FACILITIES OR DO NOT WISH YOUR SECURITIES OR SECURITIES COLLATERAL TO BE LENT OR PLEDGED, DO NOT SIGN THE ABOVE AUTHORITIES AND ASK TO OPEN THIS TYPE OF CASH ACCOUNT.**

本常設授權書的有效期只為十二個月。唯本人/吾等明白本人/吾等可以向貴公司發出書面通知撤回常設授權書。該等通知之生效日期為貴公司真正收到該等通知後之14日起計。

**This standing authority is valid for period of 12 months only. But I/We understand that I/We may revoke the standing authority by giving you written notice and such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.**

本函件已全部向本人/吾等解釋清楚。本人/吾等明白本函件的內容。

**This letter has been fully explained to me/us, and I/we understand the contents of this letter.**



\_\_\_\_\_  
客戶簽署 Client Signature

授權簽署/商業印鑑 Authorised Signature(s)/Business Chop

\_\_\_\_\_  
日期 Date

東方滙財證券有限公司  
ORIENT SECURITIES LIMITED

約定指示  
Standing Instruction

戶口號碼

Account Name:

戶口號碼

Account No.: \_\_\_\_\_

致：東方滙財證券有限公司

香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室

(為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE No.AFP038)以及香港聯合交易所有限公司(「聯交所」)之交易所參與者)。

To: ORIENT SECURITIES LIMITED

Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong

(registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No. AFP038) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange")).

請接納本函為本人/我們的常設指示給予貴公司，授權將上述戶口的現金結餘存入貴公司指定的銀行客戶信託戶口作為儲蓄收息用途，但假若本人/我們戶口出現透支，本人/我們同意將有關之款項存款戶口撥回上述戶口。

Please accept this letter as my/our standing instructions for you to transfer free balance on the Account to deposit accounts with your designated bank trust account, and to transfer from my/our deposits so created back to the Account to cover any overdraft thereon.

至於戶口結餘達港幣 50,000 元或以上，所賺取的利息將會以日息計算，並在月底存入上述戶口。若戶口結餘降至港幣 50,000 元以下，上述戶口將不會獲取任何利息。

For those account balance amounting HK\$50,000.00 or in excess of HK\$50,000.00 interest will be payable daily and credit to my/the Account at the end of each month. If account balance is fall below HK\$50,000.00 no interest will be credited to my/the Account.



客戶簽署 Client Signature

授權簽署/商業印鑑 Authorised Signature(s)/Business Chop

擔保書  
Letter of Guarantee

戶口號碼  
Account Name:

戶口號碼  
Account No.: \_\_\_\_\_

致：東方滙財證券有限公司  
香港干諾道中 168-200 號信德中心招商局大廈 31 樓 3101 室  
(為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE No. AFP038)以及香港聯合交易所有限公司(「聯交所」)之交易所參與者)。  
To: ORIENT SECURITIES LIMITED  
Rooms 3101, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong  
(registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No. AFP038) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange")).

In consideration of you having agreed at my/our request and at the request of \_\_\_\_\_ (the "Client") to make advances to or coming under liabilities to or on account of (the "Liabilities") the Securities Trading Account No. \_\_\_\_\_ of the Client maintained with you to such extent and upon and subject to such terms and conditions as shall be stipulated by you from time to time, I/We hereby irrevocably and unconditionally undertake and guarantee to you as follows:

就本人/吾等及 \_\_\_\_\_ (「該客戶」) 要求 貴公司對該客戶開設在 貴公司之證券買賣戶口(賬戶號碼 \_\_\_\_\_) 不時墊付或將會產生或現存之債項(「債項」), 並遵照 貴公司所訂定之條款和狀況, 本人/吾等 \_\_\_\_\_ 在此就下列各項向 貴公司作出不能撤換及無條件之承擔及保證:

- 1) 該客戶在到期日及在 貴公司之要求下準時償還拖欠 貴公司之債項之全部, 不論是本金或利息;  
the prompt and punctual payment to you by the Client of all sums of monies whether of principal, interest or otherwise, due and payable on demand by you on the Liabilities;
- 2) 若該客戶不能償還其拖欠 貴公司之部份或全部款項, 或出現任何違反有關約訂及條款之情形, 本人/吾等作為擔保人, 不只作為保證, 並承諾在 貴公司要求下向 貴公司支付任何及全部欠款和所有其他支出及費用, 這包括但不限於利息和執行此保證之法律支出及費用;  
if default shall be made by the Client in payment of any or all of the monies owed to you by the Client or if there shall be any breach of the said covenants and conditions, I/we, as guarantor and not merely as surety, hereby undertake to pay to you on demand any and all of the monies owed and all other expenses and costs including but not limited to the interests and legal expenses and costs for enforcing this security;
- 3) 本人/吾等將全面賠償 貴公司就該客戶之違規而可能導致之損失及支出。  
I/we will keep you fully indemnified against all losses, damages, cost and expenses or otherwise which may be incurred by you as a result of default being made by the Client.

此擔保書將是一延續性之擔保, 直至所有欠款全數清還(這不受制於任何法律條文或等同規條之修改), 本人/吾等之責任才得解除。

This Guarantee shall be a continuing guarantee and my/our obligations shall not be discharged or released until the whole of the monies shall have been paid in full notwithstanding any rule of law or equity to the contrary.

擔保人姓名: \_\_\_\_\_ X  
Guarantor's Name: \_\_\_\_\_  
香港身份證號碼: \_\_\_\_\_  
HKID No: \_\_\_\_\_  
地址: \_\_\_\_\_  
Address: \_\_\_\_\_  
聯絡電話: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_

Appointment of Agent to Accept Service

We, \_\_\_\_\_ hereby authorize and appoint \_\_\_\_\_ (Name) of \_\_\_\_\_ (Address) (or such other person being a firm of solicitors or authorized institution in Hong Kong Special Administrative Region as it may substitute by notice to the Agent and, through the Agent, to you) to accept service of all legal process arising out of or connected with the Margin / Cash Client Agreement with you dated \_\_\_\_\_. Service on such person(s) (or substitute) shall be deemed to be service on us whether or not process is forwarded to or received by it. Except upon such a substitution, we undertake not to revoke any such authority or appointment, at all times to maintain an agent for service of process in Hong Kong Special Administrative Region and, if any such agent ceases for any reason to be an agent for this purpose, forthwith to appoint another agent and advise the Agent accordingly.

Authorized Signature(s) and Company Chop of Client  
Guarantor's Name: \_\_\_\_\_

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客戶可存入資金到以下銀行戶口

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本公司不接受現金存款(逾港幣二萬元)、第三者支票或第三者銀行轉帳。

客戶可將支票存入或銀行轉帳至以下指定之其中一個銀行戶口：

帳戶名稱：東方滙財證券有限公司	
銀行名稱	戶口號碼
<b>港幣戶口：</b>	
香港上海滙豐銀行有限公司	500 - 540786 - 001
創興銀行有限公司	256 - 10 - 336588 - 1
中國銀行(香港)有限公司	012 - 699 - 1 - 005180 - 3
<b>人民幣戶口：</b>	
創興銀行有限公司	256 - 19 - 900583 - 8

客戶必需將存款收據或滙款證明傳真致本公司〔附上帳戶號碼及名稱〕，以確認有關存款，傳真號碼 2180 9288。

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Bank Accounts for Funds Deposit by Clients

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We **do not** accept cash deposit (more than HKD20,000), third party cheque or third party bank transfer.

Clients can deposit funds into any one of the following designated bank by cheque deposit or bank transfer:

Bank Account Name : Orient Securities Limited	
Bank Name	Bank A/C No.
<b>HKD Account:</b>	
HSBC	500 - 540786 - 001
Chong Hing Bank Limited	256 - 10 - 336588 - 1
Bank of China (Hong Kong) Limited	012 - 699 - 1 - 005180 - 3
<b>RMB Account:</b>	
Chong Hing Bank Limited	256 - 19 - 900583 - 8

Clients are required to **fax the pay-in-slip or evidence of fund transfer** (with your account number and name) to our company in order to confirm the payment. The fax number is 2180 9288.



Instructions 指示

Please read the following instructions before completing this form 請在填寫本表格前細閱以下指示：

Why is the Company asking the Account Holder to complete this form?

為何本公司要求帳戶持有人填寫本表格？

To help protect the integrity of tax systems, governments around the world are introducing a new information-gathering and reporting requirement for financial institutions. This is known as the Common Reporting Standard (the "CRS").

Under the CRS, the Company is required to determine where the Account Holder is a "tax resident" (this will usually be where the Account Holder is liable to pay income taxes). If Account Holder is a tax resident outside the jurisdiction where the Account Holder account is held, the Company may need to give the national tax authority this information, along with information relating to the Account Holder accounts. That may then be shared between different jurisdictions' tax authorities. Completing this form will ensure that the Company hold accurate and up to date information about the Account Holder tax residency.

If the Account Holder circumstances change and any of the information provided in this form becomes incorrect, please let the Company know immediately and provide an updated self-certification.

為維護稅制完整，全球各地政府現正推出適用於金融／財務機構的資料收集及匯報新規則，名為共同匯報標準（簡稱「CRS」）。

根據 CRS 規定，本公司必須確定帳戶持有人的「稅務居住地」（這通常是帳戶持有人有義務繳納薪俸稅的國家／地區）。若帳戶持有人的稅務居住地有別於所持帳戶的司法管轄區，本公司可能需要將此情況及帳戶持有人的有關帳戶資料告知國家稅務機關，該等機關隨後或會將相關資料傳送給不同國家／地區的稅務機關。

填妥本表格可確保本公司持有閣下正確及最新的稅務居住地資料。

如閣下的情況有變，導致本表格內的任何資料不再正確，請立即告知本公司，並提交一份已更新的自我證明表格。

Who should complete the Self-Certification Form - Individual?

誰需填寫自我證明表格 - 個人？

Individual customers should complete this form. Sole trader customers should also complete this form with the owner's information.

If the Account Holder need to self-certify on behalf of an entity (which includes businesses, trusts and partnerships), complete a "Self-Certification Form - Entity" (CRS-E). Similarly, if the Account Holder are a controlling person of an entity, complete a "Self-Certification Form m - Controlling Person" (CRS-CP).

For joint account holders, each individual will need to complete a separate form.

Even if the Account Holder have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), the Account Holder may still need to provide additional information for the CRS as this is a separate regulation.

個人帳戶持有人須填寫本表格。獨資業務帳戶持有人亦須以擁有人的資料填寫本表格。

如帳戶持有人需代表實體（包括企業、信託和合夥）作自我證明，請填寫「自我證明表格 - 實體」（CRS-E）。同樣地，如帳戶持有人是實體的控權人，請填寫「自我證明表格

- 控權人」（CRS-CP）。每名聯名帳戶持有人須分別填寫一份表格。即使帳戶持有人已就美國政府《外國帳戶稅務合規法案》（簡稱「FATCA」）提供所需的資料，帳戶持有人仍可能需就 CRS 提供額外資料，因為兩者為獨立的規則。

Where to go for further information?

如何獲取更多資訊？

The Organisation for Economic Co-operation and Development ("OECD") has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information ("AEOI") website, [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/).

Please also visit the website of the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region that sets out information relating to the implementation of AEOI in Hong Kong: [http://www.ird.gov.hk/eng/tax/dta\\_aeoi.htm](http://www.ird.gov.hk/eng/tax/dta_aeoi.htm). Meaning of terms and expressions used in this form (e.g. "account holder" and "reportable account") may be found under section 50A of the Inland Revenue Ordinance (Cap. 112).

If the Account Holder have any questions on how to define the Account Holder tax residency status, please visit the OECD website, <http://www.oecd.org/tax/automatic-exchange/> or speak to the Account Holder tax advisor as the Company is not allowed to give tax advice.

經濟合作與發展組織（簡稱「經合組織」）已訂制規則，供參與 CRS 的所有政府使用，並載於經合組織的自動交換資料（簡稱「AEOI」）網站 <http://www.oecd.org/tax/automatic-exchange/>。

另請參閱香港特別行政區政府稅務局的網站了解香港實施 AEOI 的詳情：[http://www.ird.gov.hk/chi/tax/dta\\_aeoi.htm](http://www.ird.gov.hk/chi/tax/dta_aeoi.htm)。有關本表格內所用詞彙的涵義（例如：「帳戶持有人」和「須申報帳戶」），請參閱《稅務條例》（第 112 章）第 50A 條。如帳戶持有人對判定帳戶持有人的稅務居民身份有任何疑問，請瀏覽經合組織網站 <http://www.oecd.org/tax/automatic-exchange/> 或諮詢帳戶持有人的稅務顧問。請恕本公司不能提供稅務意見。

Important Notes 重要提示

• This is a self-certification form provided by an account holder to the Company for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the Company to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.

這是由帳戶持有人向本公司提供的自我證明表格，以作自動交換財務帳戶資料用途。本公司可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。

• An account holder should report all changes in his/her tax residency status to the Company.

如帳戶持有人的稅務居民身份有所改變，應盡快將所有變更通知本公司。

• All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (\*) are required to be reported by the Company to the Inland Revenue Department.

除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄／部標有星號（\*）的項目為本公司須向稅務局申報的資料。

**Part 1: Identification of Individual Account Holder****第 1 部：個人賬戶持有人的身分識辨資料**

(For joint or multiple account holders, complete a separate form for each individual account holder.)

(對於聯名賬戶或多人聯名賬戶，每名個人賬戶持有人須分別填寫一份表格。)

Note 注意： Please tick where applicable. 請在適當的地方加上剔號。

Name of Account Holder 賬戶持有人的姓名	Title 稱謂： <input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Miss 小姐 <input type="checkbox"/> Ms 女士 <input type="checkbox"/> Other 其他		
	*Last Name or Surname 姓氏	*First or Given Name 名字	*Middle Name(s) 中間名
	Business Name (Sole Traders Only) 公司名稱 (只適用於獨資業務)		
Hong Kong Identity Card or Passport Number 香港身分證或護照號碼			
Current Residence Address 現時住址	(e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區)		
	*City 城市		
	(e.g. Province, State 例如：省、州)		
	*Country 國家		
	Post Code/ZIP Code 郵政編碼/郵遞區號碼		
Mailing Address 通訊地址  (Complete if different to the above current residence address 如通訊地址與上述現時住址不同，填寫此欄)	(e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區)		
	City 城市		
	(e.g. Province, State 例如：省、州)		
	Country 國家		
	Post Code/ZIP Code 郵政編碼/郵遞區號碼		
*Date of Birth 出生日期	(dd/mm/yyyy 日/月/年)		

**Part 2: Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") \*****第 2 部: 居留司法管轄區及稅務編號或具等同功能的識別編號(以下簡稱「稅務編號」)\***

Complete the following table indicating 提供以下資料，列明:

- (a) each jurisdiction where the account holder is a resident for tax purposes; and  
賬戶持有人的居留司法管轄區，亦即賬戶持有人的稅務管轄區;及
- (b) the account holder's TIN for each jurisdiction indicated.  
該居留司法管轄區發給賬戶持有人的稅務編號。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number (HKID).

如賬戶持有人的香港稅務居民，稅務編號是賬戶持有人的香港身份證號碼。

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

如沒有提供稅務編號，必須填寫合適的理由:

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

理由 A - 賬戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

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

理由 B - 賬戶持有人不能取得稅務編號。如選取這一理由，解釋賬戶持有人不能取得稅務編號的原因。

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

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

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	#Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號，填寫理 由 A, B 或 C	Explain why the account holder is unable to obtain a TIN if you have selected Reason B 如選取理由 B，解釋賬戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 3: Declarations and Signature 第 3 部: 聲明及簽署**

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

本人知悉及同意，財務機構可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

I certify that I am the account holder to sign for the account holder of all the account(s) to which this form relates.

本人證明，就與本表格所有相關的帳戶，本人是帳戶持有人簽署本表格。

I undertake to advise the financial institution of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide the financial institution with a suitably updated self-certification form within 30 days of such change in circumstances.

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知財務機構，並會在情況發生改變後 30 日內，向財務機構提交一份已適當更新的自我證明表格。

I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete. 本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

Signature 簽署

X

Name 姓名

Date (dd/mm/yyyy) 日期(日/月/年):

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular.

A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

警告: 根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級(即\$10,000)罰款。