



KCG Securities Asia Limited

KCG 寶通證券亞洲有限公司

現金客戶開戶表格

CASH ACCOUNT OPENING FORM

保證金客戶開戶表格

MARGIN ACCOUNT OPENING FORM

客戶姓名	
ACCOUNT NAME :	
客戶號碼	
ACCOUNT NO. :	
客戶主任姓名	號碼
AE NAME :	CODE NO. :
日期	
DATE :	

香港中環德輔道中19號環球大廈24樓2室
Unit 2, 24th floor, Worldwide House, 19 Des Voeux Road, Central, H. K.
電話 Tel : 2842 1888 傳真 Fax : 2801 6288

現金客戶協議

CASH CLIENT'S AGREEMENT

TO: KCG SECURITIES ASIA LIMITED
CE No. AGG 778

Registered with the Securities and Futures Commission ("SFC") as a licensed corporation to carry on regulated activities (including dealing in securities) and is an Exchange Participant of the Stock Exchange of Hong Kong Limited. ("SEHK").

Unit 2, 24th floor, Worldwide House, 19 Des Voeux Road, Central, H.K.

致: 寶通證券亞洲有限公司
CE 編號: AGG 778

為證券及期貨事務監察委員會("證監會")發牌進行受規管活動(包括證券交易)的持牌法團及香港聯合交易所有限公司("聯交所")之交易所參與者。

香港中環德輔道中19號環球大廈24樓2室

I/We _____ request you to operate a cash securities trading account (the "Account") for me/us on the following terms and conditions:-

本人/吾等(請填寫姓名/名稱) _____ 茲要求閣下根據下列條款及條件為本人/吾等運作一個現金證券買賣戶口("戶口"):

1 The Account

1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will inform you of any changes to that information. You are authorised to conduct credit enquiries on me/us to verify the information provided. The Broker will notify the Client of Material changes.

1.2 You will keep information relating to my/our Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information.

2 Laws and rules

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

3 Transactions

3.1 You will act as my/our agent in effecting Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.

3.2 I/We will notify you when a sale order relates to securities which I/we do not own. I.e. involves short selling.

3.3 On all Transactions, I/we will pay your commissions and charges, basis of which are set out on a separate schedule of charges and may be changed from time to time, as notified to me/us, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. You may deduct such commissions, charges, levies and duties from the Account.

Unless otherwise agreed, KCG Securities Asia Limited shall be entitled to retain for its own use any interest and other benefit derived from the retention of any amount held for clients in the client trust account and such interest or benefit will not be accrued or payable to clients.

1 戶口

1.1 本人/吾等確認「開戶資料表格」所載資料均屬完整及正確。倘該等資料有任何變更,本人/吾等將會通知閣下。本人/吾等特此授權閣下對本人/吾等的信用進行查詢,以核實上述表格所載資料。倘經紀的業務有重大變更,經紀將會通知客戶。

1.2 閣下將會對本人/吾等戶口的有關資料予以保密,但閣下可以根據聯交所及證監會的規定或應其要求,將該等資料提供予聯交所及證監會。

2 法例及規則

閣下按本人/吾等的指示而進行的一切證券交易("交易"),須根據適用於閣下的一切法例、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司("中央結算公司")的規則。閣下根據該等法例、規則反指示而採取的所有行動均對本人/吾等具有約束力。

3 交易

3.1 除閣下(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外,閣下將以本人/吾等的代理人身份進行交易。

3.2 倘沽盤是有關非由本人/吾等擁有的證券,即涉及賣空交易,本人/吾等將會通知閣下。

3.3 本人/吾等會就所有交易支付閣下通知本人/吾等的佣金和收費,佣金及其他收費的基準列於閣下不時修訂的收費表內,繳付聯交所徵收的適用徵費,並繳交所有有關的印花稅。

閣下可以從戶口中扣除該等佣金、收費、徵費及稅項。除非另有商定,客戶信託帳戶代表客戶持有的任何款項而產生的利息或其他利益而言,寶通證券亞洲有限公司有權保留自用而無需將該利息或利益累計或支付予客戶。

- 3.4 In respect of each Transaction, unless otherwise agreed or unless you are already holding cash or securities (as the case may be) on my/our behalf to settle the Transaction, I/we will
- pay you cleared funds or deliver to you securities in deliverable form (as the case may be) or
 - otherwise ensure that you have received such funds or securities (as the case may be) by such time as you have notified me/us in relation to that Transaction.
- If I/We fail to do so, you may**
- in the case of a purchase Transaction, sell the purchased securities and
 - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
 - Set-off any amount receivable from, and amount payable to me,
 - Dispose of securities held for me for the purpose of setting any of amounts payable to you.
- 3.5 I/We will be responsible to you for and undertake to indemnify you against any losses and expenses resulting from my/our settlement failures.
- 3.6 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.
- 4. Safekeeping of Securities**
- 4.1 Any securities which are received or held by you in Hong Kong for safekeeping may, at your discretion.
- (in the case of registrable securities) be registered in my/our name or in the name of your associated entity; or
 - be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained in Hong Kong with your bankers; with any other institution approved by the SFC as a provider of safe custody services; or with another licensed corporation or registered institution approved by the SFC for dealing in securities.
- 4.2 Where any of my/our securities which are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.
- 4.3 You do not have my/our written authority under section 7(2) of the Securities and Futures (Client Securities) Rules (Cap.571 sub. Leg.) to apply any of my/our securities in question pursuant to a securities borrowing and lending agreement.
- 3.4 就每一宗交易，除另有協議外或除非閣下已代本人／吾等持有現金或證券（就情況而定）供交易交收之用，否則本人／吾等將會在閣下就該項交易通知本人／吾等的期限之前
- 向閣下交付可即時動用的資金或可以交付的證券（就情況而定），或
 - 以其他方式確保閣下收到此等金或證券（就情況而定）。
- 尚本人／吾等未能這樣做，閣下可以**
- （如屬買入交易）出售買入的證券；
 - （如屬賣出交易）借入及／或買入證券以進行交易的交收；
 - 將本人的收支款項相互抵銷；及
 - 把本人名下證券出售以清償應付的金額。
- 3.5 本人／吾等將會負擔及保證賠償閣下因本人／吾等未能進行交收而引起的任何損失反開支。
- 3.6 本人／吾等同意就所有逾期未付款項（包括對本人／吾等裁定的欠付債務所引起的利息），按閣下不時通知本人／吾等的利率及其他條款支付利息。
- 3.7 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致閣下須買入證券進行交收，本人／吾等毋須為買入該等證券的費用向閣下負責。
- 4. 證券的保管**
- 4.1 由閣下在香港收取或持有妥為保管的任何證券，閣下可以酌情決定：
- （如屬可註冊證券）本人／吾等的名義或以閣下的聯系實體名義註冊；或
 - 存放於閣下的往來銀行；在任何獲證監會認可提供保管服務的機構；或在另一間獲證監會發牌從事證券交易的持牌法團或註冊機構的獨立帳戶內作穩妥保管，而該帳戶須指定為信託帳戶或客戶帳戶並在香港開立及維持。
- 4.2 倘證券未以本人／吾等的名義註冊，閣下於收到該等證券所獲派的任何股息或其他利益時，須按本人／吾等與閣下的協議記入本人／吾等的戶口或支付予或轉賬予本人／吾等。倘該等證券屬於閣下代客戶持有較大數量的同一證券的一部份，本人／吾等有權按本人／吾等所佔的比例獲得該證券的利益。
- 4.3 本人／吾等並無根據《證券及期貨（客戶證券）規則》（第571章附屬條例）第7(2)條以書面授權閣下根據證券借貸協議運用任何有關本人／吾等的證券。

5. Cash held for me/us

- 5.1 Any cash which are received or held by you in Hong Kong on my/our behalf, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or payable to me/us, shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account, established and maintained in Hong Kong with your bankers or with any other person approved by the SFC.
- 5.2 For the purpose of section 6 of the Securities and Futures (Client Money) Rules (Cap.571 sub. leg.), I/we hereby agree that you shall be entitled to receive for your own benefits all sums derived by way of interest on all amounts held in the Account for or on account of me/us.

6 Risk Disclosure Statement

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.

7. General

- 7.1 All securities held for my/our Account shall be subject to a general right of disposal in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us.
- 7.2 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance (Cap571), subject to the terms of the Investor Compensation Fund from time to time.
- 7.3 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 7.4 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in language that I/we understand.
- 7.5 If KCG Securities Asia Limited solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document KCG Securities Asia Limited may ask you to sign and no statement we may ask you to make derogates from this clause.

5. 代本人/吾等保管的現金

- 5.1 由閣下代本人/吾等在香港收取或持有的現金(此等現金不包括閣下交易取得,而且須為交收而轉付或轉付本人/吾等的現金),須存入閣下在往來銀行或在任何獲證監會核准的人士處所開立一個或多於一個的獨立帳戶內,而每個該等帳戶均須指定為信託帳戶或客戶帳戶並在香港開立及維持。
- 5.2 為符合<證券及期貨(客戶款項)規則>(第 571 章附屬條例)第 6 條,本人/吾等茲同意閣下有權為本身利益收取在戶口中所有為或代本人/吾等持有的款項所產生的全部利息款額。

6. 風險披露聲明書

本人/吾等知道證券價格可能及定會波動,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。

7. 一般規定

- 7.1 所有本人/吾人戶口內的證券均受制於閣下的全面留置權,以確保本人/吾等履行對閣下代本人/吾等買賣證券而產生的責任。
- 7.2 倘閣下沒有依照本協議書的規定履行對本人/吾等有權向根據《證券條例》成立的賠款基金索償,惟須受賠償基金不時的條款制約。
- 7.3 倘閣下的業務有重大變更,並且可能影響閣下為本人/吾等提供的服務,閣下將會通知本人/吾等。
- 7.4 本人/吾等確認本人/吾等已詳閱並同意本協議書的條款,而且該等條款已經以本人/吾等明白的語言向本人解釋。
- 7.5 假如寶通證券亞洲有限公司向閣下招攬銷售或建議任何金融產品,該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他寶通證券亞洲有限公司可能要求閣下簽署的文件及寶通證券亞洲有限公司可能要求閣下作出的聲明概不會減損本條款的效力。

7.6 AEOI COMPLIANCE

Disclosure, Consent and Waiver:

The Client shall provide to KCG Securities Asia Limited, their agents or service providers, upon request, any documentation or other information regarding the Client and its beneficial owners that KCG Securities Asia Limited, their agents or service providers may require from time to time in connection with their obligations under, and compliance with, applicable laws and regulations including, but not limited to, AEOI. The Client hereby agrees and consents that KCG Securities Asia Limited and their agents and service providers may collect, store and process information obtained from the Client or otherwise in connection with this Agreement and/or the Client's transactions for the purposes of complying with AEOI and/or other applicable law, including disclosures between KCG Securities Asia Limited and any of them and to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by KCG Securities Asia Limited and their agents and service providers with AEOI and/or other applicable law. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Client shall ensure that, before the Client or anyone on its behalf discloses information relating to any third party to KCG Securities Asia Limited or their agents or service providers in connection with this Agreement or the Client's transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow KCG Securities Asia Limited and their agents and service providers to collect, store, process and disclose his, her or its information as described in this Clause.

Provision of Information: (a) The Client shall upon request by KCG Securities Asia Limited confirm to KCG Securities (i) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by AEOI (the "AEOI Exempt Person"); and (ii) supply to KCG Securities Asia Limited such forms, documentation and other information relating to the Client's status under AEOI (including its applicable passthrough rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as KCG Securities Asia Limited reasonably requests for the purposes of that KCG Securities Asia Limited's compliance with AEOI (and the compliance of any of KCG Securities Asia Limited).

(b) If the Client confirm to KCG Securities Asia Limited pursuant to the above that the Client is a AEOI Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a AEOI Exempt Party, the Client shall notify KCG Securities Asia Limited as soon as reasonably practicable.

(c) If the Client fails to confirm its status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then::

(i) If the Client failed to confirm whether the Client is (and/or remains) a AEOI Exempt Party then the Client will be treated as if the Client is not a AEOI Exempt Party; and

(ii) If the Client failed to confirm its applicable passthrough

7.6 遵守 AEOI(自動交換財務帳戶資料)

披露、同意及豁免：

客戶須在要求時向寶通證券亞洲有限公司及其代理人或服務供應商提供關於客戶及其實益擁有人的文件或其他資料，以使寶通證券亞洲有限公司及其代理人或服務供應商遵循及履行包括但不限於 AEOI 的適用法律及規則的要求及責任。客戶特此同意，為遵守 AEOI 及其他適用法例，寶通證券亞洲有限公司及其代理人或服務供應商可以收集、儲存及處理從客戶或因本協議及/或客戶之交易而獲得的資料，包括寶通證券亞洲有限公司與該等人士之間可互相披露資料和寶通證券亞洲有限公司向香港、美國及/或其他司法權區之政府機構披露資料。在法律允許的範圍內，客戶特此豁免任何會妨礙寶通證券亞洲有限公司及其代理人或服務供應商遵守 AEOI 及其他適用法例的任何司法權區的資料保障、私隱、銀行保密或其他法例或規例的任何條文及/或任何保密協議、安排或諒解的條款。客戶確認這可以包括傳送資料予一些在資料保障、資料私隱或銀行保密法例方面並不嚴格的司法權區。客戶須確保，客戶或任何其他代表因本協議或客戶之交易而向寶通證券亞洲有限公司或其代理人或服務供應商披露關於第三者的資料時，該第三者已獲提供該等資訊，並已經給予該等同意或豁免，使寶通證券亞洲有限公司及其代理人或服務供應商可以按本條款所述收集、儲存及處理該第三者的資料。

提供資料：

(a) 在寶通證券亞洲有限公司要求時，客戶須向寶通證券亞洲有限公司確認 (i) 客戶是否有權在收受款項時免受任何 AEOI 規定的扣減或預扣("AEOI 豁免人士"); (ii) 為寶通證券亞洲有限公司遵守 AEOI，在寶通證券亞洲有限公司合理地要求時，向寶通證券亞洲有限公司提供關於客戶在 AEOI 的身份的表格、文件及其他資料(包括其適用轉付率或美國稅務條例或包括跨政府協議的其他官方指引所要求的其他資料)。

(b) 如按上述客戶向寶通證券亞洲有限公司確認客戶是 AEOI 豁免人士，而之後客戶發現他並非或已不再是 AEOI 豁免人士，客戶須盡快通知寶通證券亞洲有限公司。

(c) 如客戶沒有按上述(a)段(為免生疑，如(b)段適用，包括(b)段)向寶通證券亞洲有限公司確認其身份或提供表格、文件及其他資料，則：

(i) 如客戶沒有確認客戶是否(及/或保持)AEOI 豁免人士，客戶將不被視為 AEOI 豁免人士；及

(ii) 如客戶沒有確認其適用轉付率，客戶的適用轉付率將被視為 100%，直至客戶向寶通證券亞洲有限公司提供所需確認、表格、文件或其他資料。

rate then the Client will be treated as if its applicable passthru rate is 100%, until such time as the Client provide KCG Securities Asia Limited the requested confirmation, forms, documentation or other information.

Withholding or Deduction: If KCG Securities Asia Limited is required pursuant to AEOI or otherwise by law to withhold or deduct any AEOI withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to the Client, KCG Securities Asia Limited may deduct such taxes and KCG Securities Asia Limited will not be required to increase any payment in respect of which KCG Securities Asia Limited makes such withholding. The Client shall be treated for all purposes of this Agreement as if the Client had received the full amount of the payment, without any deduction or withholding. The Client shall provide KCG Securities Asia Limited such additional documentation reasonably requested by KCG Securities Asia Limited to determine the amount to deduct and withhold from such payment.

7.7 CHINA CONNECT

Without prejudice to any other provisions in this Agreement, the Client acknowledges and accepts the following additional terms and conditions applicable to trading in securities (“China Connect Securities”) listed in the Shanghai Stock Exchange (“SSE”) and/or Shenzhen Stock Exchange (“SZSE”) through the China Connect (“Northbound trading”):

(a) The Client must understand and comply with all the applicable by-laws, codes, rules and regulations of SSE and/or SZSE (“SSE/SZSE Rules”) and other applicable laws and regulations of Mainland China relating to Northbound trading (together “Northbound Trading Regulations”). The Client acknowledges that if the Client is in breach of any Northbound Trading Regulations, the Client will be subject to regulatory investigation and be personally liable to any legal and regulatory consequences. KCG Securities Asia Limited will not and does not intend to advise the Client on any of such Northbound Trading Regulations. The Client should consult the Northbound Trading Regulations (including but not limited to the information about Northbound Trading Regulations published by Hong Kong Exchanges and Clearing Limited which can be accessed at its website) and obtain professional advice as necessary;

(b) The Client hereby agrees and authorizes KCG Securities Asia Limited to do or not to do whatever act without Client’s prior approval in connection with any Northbound trading of the Client as KCG Securities Asia Limited in its absolute discretion deems appropriate to comply with any Northbound Trading Regulations or any orders, directions, notices or requests from any authorities. KCG Securities Asia Limited shall not be liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with such action or inaction of KCG Securities Asia Limited;

(c) The Client must understand fully the rules and regulations of Mainland China in relation to securities investment, such as short-swing profits, disclosure obligations and follow such rules and regulations accordingly;

(d) KCG Securities Asia Limited may in its absolute discretion refuse to execute or complete any instructions from the Client on any grounds such as, for example, in KCG Securities Asia Limited’s reasonable belief, execution of such instructions may not be compliant with

預扣或扣減：

如寶通證券亞洲有限公司需按 AEOI 或法例要求在付予客戶的款項中預扣或扣減任何 AEOI 預扣稅(包括因沒繳交或延遲繳交該等稅項而引起之懲罰或利息)，寶通證券亞洲有限公司可扣減該等稅項，而無須增加任何付予客戶的款項。在本協議所有目的下，客戶皆被視為已全數收到該款項，沒有任何扣減或預扣。在寶通證券亞洲有限公司合理地要求時，客戶須向寶通證券亞洲有限公司提供該等額外資料，以決定該款項需扣減或預扣金額。

7.7 滬港通/深港通

在不影響本協議其他條款效力下，客戶確認及同意接受下列關於通過滬港通/深港通買賣於上海證券交易所（「上交所」）及/或深圳證券交易所（「深交所」）上市的證券（「中港通股票」）（「北向交易」）的額外條款：

(a) 客戶須了解及遵守上交所及/或深交所的所有適用規章、守則、規則及規例，及其他所有適用於北向交易的中國大陸法律規例（統稱「北向交易規例」）。客戶確認明白，若客戶違反任何北向交易規例，客戶可能會被有關機構調查，並須自行承擔任何法律後果及監管行動。寶通證券亞洲有限公司不會就北向交易規例向客戶提供意見。客戶須查閱了解北向交易規例（包括但不限於香港交易及結算有限公司刊登的有關北向交易規例資料，客戶可瀏覽其網站查閱。）並在需要時徵詢專業顧問意見；

(b) 客戶特此同意及授權寶通證券亞洲有限公司可在沒有客戶事前同意下，以其絕對酌情權認為合適採取或不採取相關於客戶北向交易的任何行動，以便遵從任何北向交易規例或主管機關的任何指令、指示、通告或要求。寶通證券亞洲有限公司不須為客戶因該些寶通證券亞洲有限公司的行事或不行事所引致直接或間接承受的損失或損害承擔任何責任；

(c) 客戶須充份了解中國大陸有關證券投資的法律規例，如短線交易利潤及披露責任的法律規例，並遵守有關法律規例；

(d) 寶通證券亞洲有限公司有絕對酌情權按任何理由不執行或完成客戶任何指示。該些理由包括（舉例）寶通證券亞洲有限公司合理地認為執行客戶指示不符合北向交易規例，或客戶沒有足夠證券或現金（人民幣）完成交收或付款責任；

any Northbound Trading Regulations, or the Client does not have sufficient securities to settle delivery obligation or sufficient cash (in Renminbi) to settle payment obligation;

(e) Pre-trade checking is in place so that the Client must have his/her shares transferred to KCG Securities Asia Limited's corresponding Central Clearing And Settlement System ("CCASS") account before the commencement of trading on a trading day if the Client intends to sell the shares during a trading day;

(f) All trading must be conducted on SSE/SZSE, i.e. no over-the-counter (OTC) or manual trades are allowed;

(g) No day trading is allowed;

(h) Naked short selling is not allowed;

(i) Foreign shareholding restriction (including the forced-sale arrangement) is in place and KCG Securities Asia Limited has the right to "force-sell" the Client's shares upon receiving the forced-sale notification from the Exchange;

(j) KCG Securities Asia Limited has the right to cancel the Client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;

(k) KCG Securities Asia Limited may not be able to send in the Client's order cancellation requests in case of contingency such as when the Exchange loses all its communication lines with SSE/SZSE, etc and the Client shall still bear the settlement obligations if the orders are matched and executed;

(l) At the request of the Exchange (for the purposes of assisting SSE/SZSE or other regulators of Mainland China in its regulatory surveillance, investigation and/or enforcement, or otherwise as part of the regulatory cooperation between the Exchange and SSE/SZSE or other regulators of Mainland China), KCG Securities Asia Limited may forward the information in relation to the Client, including but not limited to the Client's identity, personal data and trading activities, to the Exchange which may on-forward such information to SSE/SZSE or other regulators of Mainland China for such surveillance, investigation or enforcement purposes;

(m) If any Northbound Trading Regulations is breached, or the disclosure and other obligations referred to in the SSE/SZSE Listing Rules or SSE/SZSE Rules is breached, SSE/SZSE has the power to carry out investigation, and may, through the Exchange, require KCG Securities Asia Limited to provide relevant information and materials (in relation to, including but not limited to, the Client's identity, personal data and trading activity) and to assist in its investigation. The Client shall upon request by KCG Securities Asia Limited, SSE/SZSE or the Exchange provide such information and provide such assistance as requested. The Client hereby waives the benefit of any applicable secrecy laws and personal data protection laws;

(n) The Exchange may upon SSE's/SZSE's request, require KCG Securities Asia Limited to reject or cancel orders from the Client;

(o) The Client needs to understand and accept the risks concerned in Northbound trading, including but not limited to prohibition of trading securities listed in SSE/SZSE, being liable or responsible for breaching the

(e) 因應實施交易前檢查，如客戶計劃賣出證券，客戶須在計劃交易的交易日開市前把賣出證券過戶至寶通證券亞洲有限公司在中央結算系統的帳戶；

(f) 所有交易須在上交所及/或深交所進行，不可進行場外交易或人手買賣；

(g) 不允許即日回轉交易；

(h) 不允許無抵押賣空；

(i) 因應實施外國人持股限制（包括強制平倉安排），寶通證券亞洲有限公司有權在接到交易所強制平倉通知時，對客戶的證券進行強制平倉；

(j) 在發生意外事項時，如香港懸掛八號颱風訊號，寶通證券亞洲有限公司有權取消客戶的交易盤；

(k) 在發生意外事項時，如交易所與上交所及/或深交所的通訊聯系中斷等等，以致寶通證券亞洲有限公司不能傳送客戶取消交易盤的要求時，如客戶的交易盤已經對盤及執行，客戶仍須承擔交收責任；

(l) 當交易所向寶通證券亞洲有限公司提出要求（不論目的是協助上交所及/或深交所或中國大陸其他監管機構作監察、調查或執法之用，或作為交易所與上交所及/或深交所或中國大陸其他監管機構之間的監管合作的一部份），寶通證券亞洲有限公司有權把關於客戶的資料，包括但不限於客戶身份、個人資料及交易活動，轉交交易所，交易所可把有關資料轉交上交所及/或深交所或中國大陸其他監管機構，以作監察、調查或執法之用；

(m) 如有人違反北向交易規則，或上交所及/或深交所的規則或上市規則所要求的披露及其他責任，上交所及/或深交所有權作出調查，並通過交易所要求寶通證券亞洲有限公司提供有關資料（包括但不限於關於客戶身份、個人資料及交易活動的資料）及協助其調查。在寶通證券亞洲有限公司、上交所及/或深交所或交易所要求時，客戶須提供該等資料或協助。客戶特此放棄其在任何適用保密法及保護個人資料法賦予的權益；

(n) 在上交所及/或深交所要求時，交易所可要求寶通證券亞洲有限公司拒絕或取消客戶的交易盤；

(o) 客戶須了解及接受北向交易的風險，其中包括但不限於禁止買賣上交所及/或深交所上市證券、及須要承擔違反上交所及/或深交所規則、上交所及/或深交所上市規則及其他適用法律規例的責任的風險；

SSE/SZSE Listing Rules, SSE Rules and other applicable laws and regulations;

(p) SSE/SZSE may request the Exchange to require KCG Securities Asia Limited to issue warning statements (verbally or in writing) to the Client, and not to extend Northbound trading to the Client;

(q) KCG Securities Asia Limited shall have no obligation to collect or receive or take any other action in relation to any payment or distribution in respect of China Connect Securities for the Client's account, or to notify the Client about any notice, circular, announcement or similar corporate action in respect of China Connect Securities;

(r) The Client shall be solely responsible for all fees, charges, levies and taxes and all filing, tax returns, and other registration or reporting obligations as may be required by any relevant authority, relating to any of the Client's investment through Northbound trading and any incomes, dividends, profits and entitlements in respect of such investment; and

(s) KCG Securities Asia Limited, Hong Kong Exchanges and Clearing Limited, the Exchange, the Exchange's subsidiaries, SSE/SZSE and SSE's/SZSE's subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Client or any third parties arising from or in connection with Northbound trading or the China Connect.

8. Hong Kong Jurisdiction:

This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

(p) 上交所及/或深交所可要求交易所要求寶通證券亞洲有限公司向客戶發出警告聲明（書面或口頭）及不向客戶提供北向交易服務；

(q) 寶通證券亞洲有限公司沒有責任為客戶戶口的中港通股票的任何付款或分派為客戶收集、接收或進行其他行動，或知會客戶有關中港通股票的任何通知、通告、公告或類似公司行動；

(r) 客戶須單獨負責有關其通過北向交易的任何投資及該等投資的任何收入、派息、利潤及權利的所有費用、收費、徵費及稅款及有關機關要求的所有存檔、稅務報表、及其他登記或報告責任；及

(s) 寶通證券亞洲有限公司、香港交易及結算所有有限公司、交易所、交易所附屬公司、上交所及/或深交所、上交所及/或深交所附屬公司及他們各自的董事、僱員及代理人均不須為客戶或任何第三方因北向交易或滬港通/深港通買賣盤訂單傳遞系統所引致直接或間接承受的損失或損害承擔任何責任。

8. 香港司法管轄

本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

保證金客戶協議
MARGIN CLIENT'S AGREEMENT

TO: **KCG SECURITIES ASIA LIMITED**
CE No. AGG 778

Registered with the Securities and Futures Commission ("SFC") as a licensed corporation to carry on regulated activities (including dealing in securities) and is an Exchange Participant of The Stock Exchange of Hong Kong Limited ("SEHK").
Unit 2, 24th floor, Worldwide House, 19 Des Voeux Road, Central, H.K

致：**寶通證券亞洲有限公司**
CE 編號：AGG 778

為證券及期貨事務監察委員會（「證監會」）發牌進行受規管活動（包括證券交易）的特牌法團及香港聯合交易所有限公司（聯交所）之交易所參與者。

香港中環德輔道中 19 號環球大廈 24 樓 2 室

THIS AGREEMENT is made on the ___ day of _____
BETWEEN

- KCG SECURITIES ASIA LTD., (the "Broker") whose registered address is located at Unit 2, 24th floor, Worldwide House, 19 Des Voeux Road, Central, H.K. and _____ (the "Client")

本協議訂於 _____ 年 _____ 月 _____ 日

訂約者寶通證券亞洲有限公司（「經紀」），其「註冊」（主要）辦事處設於香港中環德輔道中 19 號環球大廈 24 樓 2 室及

_____（「客戶」）

WHEREAS

- (1) 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) The Client is desirous of opening one or more margin accounts with the Broker for the purpose of trading in securities; and
- (3) The Broker agrees that he will open and maintain such margin account(s) and act as an agent for the Client in purchase and sale of securities subject to the terms and conditions of this Agreement.

鑒於：

- (1) 當證券經紀向各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」）；
- (2) 客戶欲於經紀處開立一個或多個保證金戶口，用以進行證券買賣；及
- (3) 經紀同意開立及維持該（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。

NOW IT IS HEREBY AGREED as follows:-

現雙方協議下：

- (1) This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account with the Broker in relation to transactions carried out in connection therewith.
- (2) 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, by-laws, customs and usages of the Exchange and the Hong Kong Securities Clearing Company Limited ("HKSCC") and the Laws of Hong Kong as amended from time to time.
- (3) All transactions executed on instructions of the Client on the floor of the Exchange shall be subject to a transaction levy and any other levies that the Exchange from time to time may impose. The Broker is authorized to collect any such levies in accordance with the Rules prescribed by the Exchange from time to time.
- (3A) On all transactions, The Client will pay the Broker commissions and charges, basis of which are set out on a separate schedule of charges and may be changed from time to time, as notified to the Client, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. The Broker may deduct such commissions, charges, levies and duties from the Client's margin account.
- (4) The Rules of the Exchange and HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Broker and the Client in respect of transactions concluded on the instructions of the Client.
- (5) In the event that the Broker commits a default as defined in the Securities Ordinance and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities Ordinance (Cap 333) will be restricted to the extent provided for therein.

- (1) 本合約訂定客戶於經紀處開立保證金戶口，並以該戶口進行交易時所必須遵行之條款。
- (2) 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。
- (3) 依客戶指示在交易大堂完成之一切交易須付交易費及由聯交所不時徵收的任何其他費用。經紀獲授權根據聯交所隨時指定之規則收取該等徵費。
- (3A) 客戶會就所有交易支付經紀通知客戶的佣金和收費，佣金及其他收費的基準列於經紀不時修訂的收費表內，繳付聯交所徵收的適用徵費，並繳交所有有關的印花稅。經紀可以從客戶的保證金戶口中扣除該等佣金、收費、徵費及稅項。
- (4) 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，對經紀及客戶均具約束力。
- (5) 若經紀未能履行《證券條例》所規定之責任，以致客戶蒙受金錢上之損失，客戶明白根據《證券條例》（第 333 章）而成立之賠償基金，索償權利僅限於該條例所規定之範圍。

保 證 金 客 戶

- (6) The Client shall on demand from the Broker make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Broker or which may be required by the rules of any exchange or market of which the Broker is a member.
- The Client shall be granted credit facilities up to ____% or such percentage as may be agreed from time to time of the market value of the collateral maintained with the Broker.
- (7) If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker hereunder, on the due date thereof, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Broker may have, the Broker shall have the right to close the margin account(s) without notice to the Client and to dispose of any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay the Broker all outstanding balances owing to the Broker. Any monies remaining after such application shall be refunded to the Client.
- (7A) Unless otherwise agreed, the Client agrees that when the Broker has executed a purchase or sale transaction on the Client's behalf, the Client will by the due settlement date make payment to the Broker against delivery of or credit to the Client's account for purchased securities, or make good delivery of sold securities to the Broker against payment, as the case may be.
- 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 Broker is hereby authorized to:-
- (a) in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy the Client's obligations to the Broker, or
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Broker.
- The Client hereby acknowledges that the Client will be responsible to the Broker 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.
- (8) The Client undertakes to indemnify the Broker and its officers, employees, and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder including, any costs reasonably and necessarily incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the margin account(s).
- (9) If in relation to any securities deposited with the Broker which are not registered in Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's account with the Broker 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 of relative securities which shall comprise securities held on behalf of the Client.
- Unless otherwise agreed, KCG Securities Asia Limited shall be entitled to retain for its own use any interest and other benefit derived from the retention of any amount held for clients in the client trust account and such interest or benefit
- (6) 客戶須應經紀之要求，或按經紀所屬之任何交易所或市場之規則，以現金，股票或其他與經紀議定之價值支付按金或保證金。
- 授與客戶達_____百分率或由經紀持有抵押品市值不時議定的百分率的信貸融通。
- (7) 如客戶未能於經紀要求之限期前繳付按金或保證金，或任何本合約規定須付予經紀之款項，或未有遵行本合約之任何條款，在不影響經紀可能享有的任何其他權利的情況下，經紀有權無須通知客戶而結束保證金戶口，並處置任何或一切為或代表客戶持有之證券，將出售所得款項及任何現金按金，用以清償一切未付還經紀之餘數，而清償後之餘款須退還予客戶。
- (7A) 除非另有協議，客戶同意當經紀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經紀，或記賬入客戶的戶口，或收到經紀的款項時，送交賣出的股票，就情況而定。
- 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股票時，授權經紀：
- (a) 若為買入交易，轉讓或賣出任何該等買入股票，以償還客戶對經紀的責任，或
- (b) 若為賣出交易，借入及／或買入此等沽出股票，以償還客戶對經紀的責任。
- 現客戶確認，客戶將就客戶不能如上文所述在到期交收日達成客戶的責任，向閣下負責任何有關的損失成本、費用及開支。
- (8) 客戶承諾償付經紀及其職員、僱員及代理人任何因客戶違背其在本合同之責任而引致或涉及之任何損失、費用、索償、責任或開支；包括經紀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。
- (9) 客戶寄存於經紀處而未以客戶姓名註冊之證券，若產生股息或其他的派發或利益，經紀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）。除非另有商定，客戶信託戶代表客戶持有的任何款項而產生的利息或其他利益而言，寶通證券亞洲有限公司有權保留自用而無需將該利息或利益累積計或支付予客戶。

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will not be accrued or payable to clients.

- (10) If, in relation to any securities deposited with the Broker but which are not registered in the name of the Client, any loss is suffered by the Broker therefrom, the margin account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.
- (11) The Broker 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 Broker, or lend or otherwise part with the possession of any of the Client's securities for any purpose. Such written consent shall be in the form appearing at Appendix 1 to this Agreement.
- (12) Whilst the Client expects the Broker to keep confidential all matters relating to the Client's account, the Client hereby expressly agrees that the Broker may, if requested by the Exchange, provide to the Exchange details of the Client's account, in order to assist the Exchange with any investigation or enquiry it is undertaking.
- (13) In the event that the Broker has to obtain securities, which the Broker has purchased on behalf of the Client, in the open market, following the failure of the selling broker to deliver on the settlement date, the Broker will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.
- (14) The Client hereby agrees to pay interest on all overdue balances owing by him to the Broker (after as well as before any judgement), at such rate(s), not exceeding Hong Kong prime rate + ()% or HIBOR + 5% and takes whichever the higher as demanded by the Broker and be calculated and payable on the last day of each calendar month or upon any demand being made the Broker.
- (15) The information contained in the "Account Opening Information Form" or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening an account is complete, true and correct. The Client will inform the Broker of any changes to that information. The Broker is entitled to rely on such information until written notice from the client of any changes therein has been received. The Broker will notify the Client of material changes in respect of the business of the Broker which may affect the services provided to the Client.
- (16) The Client authorizes the Broker to conduct a [personal] credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.
- (16A) The Client hereby undertakes to inform the Broker when a sell order is in response of securities which the Client do not own. i.e. is a short sale.
- (17) **RISK DISCLOSURE STATEMENT**
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.
- (10) 有關任何寄存於經紀處而未以客戶姓名註冊之證券，若經紀須承受任何損失，則根據代表客戶持有之有關證券數目或數額，按比例在客戶之保證金戶口內扣除（或協議由客戶支付有關款項）。
- (11) 沒有客戶事前書面同意，經紀不得將客戶任何證券，作為經紀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。同意書須依照本合約附件一之格式。
- (12) 雖然客戶預期經紀保持一切客戶戶口資料機密，唯客戶仍明確同意經紀可於聯交所要求下，向聯交所提供客戶之戶口詳情，以協助聯交所任何調查或查詢。
- (13) 若經紀代表客戶購入證券，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，經紀須負擔該等公開市場購入所涉及之差價及有關之支出。
- (14) 客戶欠經紀之過期未付餘款，客戶同意付息（法庭裁決之前或之後），按經紀要求之利率計算，惟不得高於香港最優惠利率加百分之 或同業拆息加五厘，以兩者較高為準，於每月月底計算及繳付，或於經紀追討時繳付。
- (15) 本合約所附之〔戶口開設資料表格〕內所載資料，或以其他方法由客戶或客戶代表向經紀提供之有關資料皆為完整、真實及正確。倘該等資料有任何變更，客戶將會通知經紀。經紀有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。倘經紀的業務有重大變更，並且可能影響經紀為客戶提供的服務，經紀將會通知客戶。
- (16) 客戶授權經紀進行對客戶之信用諮詢或查證，以確定客戶之財政狀況及投資目標。
- (16A) 客戶承諾當一個沽盤是有關客戶不擁有的證券時，即賣空，客戶會通知經紀。
- (17) **風險披露聲明書**
客戶知悉證券價格可能及肯定會波動，而任何個別證券的價格皆可能不跌，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固有之風險，即除可能獲利外，亦可能有損失。客戶願意承擔此風險。

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- | | |
|--|--|
| (18) The Client also acknowledges that there are risks in leaving securities in the custody of the Broker or in authorizing the Broker to deposit securities as collateral for loans or advances made to the Broker or authorizing the Broker to borrow or loan securities. | (18) 客戶亦知悉將證券寄存於經紀處，或授權經紀寄證券作為經紀取得貸款或墊支之抵押，或授權經紀借貸證券等，均有風險。 |
| (19) The Client confirms that he has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to him in a language which he understands. The Client hereby agrees and consents to the terms and conditions herein contained. | (19) 客戶確認已詳閱本合約之中／英文本，其中內容亦全部以客戶明白之語文，向其解釋清楚。客戶贊成及同意本合約內之一切條款。 |
| (20) 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. | (20) 本合約及其中之一切權利、義務及責任，須受制於香港法律，並按香港法律詮釋及執行。 |

保證金客戶授權函件 AUTHORISATION LETTER FORM MARGIN CLIENTS

To: KCG Securities Asia Limited

Unit 2, 24th floor, Worldwide House, 19 Des Voeux Road, Central, Hong Kong

致: 寶通證券亞洲有限公司

香港中環德輔道中 19 號環球大廈 24 樓 2 室

Dear Sirs,

敬啟者:

Standing Authority

常設授權

I/We, undersigned client, hereby authorize and agree that in relation to securities purchased or held by KCG Securities Asia Limited ("KSAL") for or on my/our behalf from time to time and deposited as collateral with KSAL, or with another person for financial accommodation provided by KSAL ("Relevant Securities"), KSAL may without notice to me/us: -

本人/吾等, 下述簽署客戶, 現授權並同意寶通證券亞洲有限公司(簡稱「寶通」)對於寶通為或代表本人/吾等不時購入或持有的所有證券, 以及本人/吾等存放於寶通(或存放於另一人)的證券抵押品(「該等證券」), 以便獲得寶通提供財務通融, 閣下可毋須通知本人/吾等:

- (a) apply any of my/our Relevant Securities pursuant to a securities borrowing and lending agreement;
- (b) deposit any of my/our Relevant Securities with an authorized financial institution as collateral for financial accommodation provided to KSAL; or
- (c) deposit any of my/our Relevant Securities with:
 - (i) a recognized clearing house; or
 - (ii) another intermediary licensed or registered for dealing in securities,

- (a) 依據證券借貸協議運用本人/吾等的任何該等證券;
- (b) 將本人/吾等的任何該等證券存放於認可財務機構, 作為提供予寶通的財務通融的抵押品; 或

- (c) 將本人/吾等的任何該等證券存放於:

as collateral for the discharge and satisfaction of the settlement obligations and liabilities of KSAL.

- (i) 認可結算所; 或
- (ii) 另一獲發牌或獲註冊進行證券交易的中介人,

作為解除寶通在交收上的義務和清償寶通在交收上的法律責任的抵押品。

The authority under paragraph 2 above is only valid for the period from _____ to 31st December. In addition, this Standing Authority may be:

以上第 2 條所述的授權的有效日期由 _____ 年 ____ 月 ____ 日起, 至 _____ 年 12 月 31 日止。

再者:

- (a) overridden by written direction(s) given by me/us from time to time;
- (b) revoked by giving not less than 5 working days' written notice provided that I/we do not have any outstanding debts owned to you at that time; or
- (c) deemed to have been renewed according to the requirements of the relevant rules and regulations.

- (a) 本人/吾等可不時向寶通發出書面指示而替代本項授權;
- (b) 本人/吾等可向寶通發出不少於五個營業日的通知而撤銷本項授權, 條件是本人/吾等於撤銷授權時並無欠寶通任何尚未清償的債務; 或
- (c) 本項授權可根據有關規定及條例的要求而當作已續期

I/We acknowledge that by granting this authorization, KSAL can pool my/our Relevant Securities and deposit them as collateral for loans and advances. A third party may have rights to my/our Relevant Securities, which you must satisfy before my/our Relevant Securities can be returned to me/us. This may increase the risk of my/our Relevant Securities.

本人/吾等確認透過作出此授權，寶通可將本人/吾等的該等證券與其他人的證券匯集並將它們存放為貸款或墊支的抵押品。本人/吾等的該等證券可能因此受制於第三者之權利，寶通須於全數抵償該等權利後，方可將本人/吾等的該等證券退回本人/吾等。這可能會增加本人/吾等的該等證券所蒙受的風險。

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

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。



Client Signature (with company chop if applicable)

客戶簽署 (如適用，加公司印章)

Date 日期 :

Application for the margin facilities assessment form 客戶申請孖展按金買賣評核表

1. How much experience do you have in securities trading/investment?
您在買賣/投資證券的經驗有多久?
 less than 1 year 少於一年 1-3 years 1-3 年 3-5 years 3-5 年 over 5 years 多於 5 年
2. Do you have any credit facilities in other securities house?
您在其他的證券公司裡有否孖展借款?
 是 Yes 否 No
 If yes, margin amount is 如有,金額是: _____
3. What was your average monthly turnover in the last year?
您在上一年度每月的平均交易量有多少?
 less than 5 million 少於 500 萬 5-20 million 500-2000 萬 20-50 million 2000-5000 萬
 over 50 million 多於 5000 萬
4. How much monthly turnover will you commit?
您每月的成交量會有多少?
 less than 5 million 少於 500 萬 5-20 million 500-2000 萬 20-50 million 2000-5000 萬
 over 50 million 多於 5000 萬
5. Margin loans to be requested. 要求運用的孖展借款.
 - i. Margin load HK\$ 孖展借款港幣 _____
 - ii. Acceptable margin ratio ___% of the stock _____ code _____ as collateral for loads. 作為按揭的股票名稱,編號及借貸比例

For management use 內部專用

Margin loan granted _____

Acceptable margin ratio ___% of the stock _____ code _____ as collateral for loans.

Approved by :

客戶資料
CLIENT INFORMATION

INDIVIDUAL CLIENT 個人客戶 (聯名戶口請加填 1.B)

1.A (1) 姓名(中文): 先生/太太/小姐* _____
Name (in English): Mr. / Mrs. / Miss* _____ ()

(2) 出生日期 _____ 日 _____ 月 _____ 年 _____ 國籍 _____
Date of Birth: _____ (Day) / _____ (Month) / _____ (Year) Nationality: _____
香港身份證或護照號碼 _____
Hong Kong Identity Card or Passport No: _____

(3) 公司地址: _____
Business Address: _____
_____ 電話 Tel No: _____

(4) 住址: _____
Residential Address: _____
_____ 電話 Tel No: _____
居住地址乃擁有或租住 擁有 租住
Is your residence owned or rented? Owned Rented
如屬擁有, 閣下之物業有否作按揭抵押? 是 否 貸款者
If owned, do you have a mortgage on the property? Yes No Lender

(5) 僱主(如屬自僱人士, 請列明)
Employer (if self-employed, please state): _____
業務性質/職業 職位
Nature of Business / Employment: _____ Position: _____
全年收入(港幣)(請於適當的地方加上✓號)
Annual income (HK\$) (please tick appropriate box):
少於\$250,000 由 250,000-\$500,000 由 500,000-\$1,000,000 多於\$1,000,000
 Less than \$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 over \$1,000,000
(Please complete 1B if joint name account) (如屬聯名戶口, 請填寫 1B 部份)

1.B (1) 姓名(中文): 先生/太太/小姐* _____
Name (in English): Mr / Mrs / Miss* _____ ()

(2) 出生日期 _____ 日 _____ 月 _____ 年 _____ 國籍 _____
Date of Birth: _____ (Day) / _____ (Month) / _____ (Year) Nationality: _____
香港身份證或護照號碼 _____
Hong Kong Identity Card or Passport No: _____

(3) 公司地址: _____
Business Address: _____
_____ 電話 Tel No: _____

(4) 住址: _____
Residential Address: _____
_____ 電話 Tel No: _____
居住地址乃擁有或租住 擁有 租住
Is your residence owned or rented? Owned Rented
如屬擁有, 閣下之物業有否作按揭抵押? 是 否 貸款者
If owned, do you have a mortgage on the property? Yes No Lender

(5) 僱主(如屬自僱人士, 請列明)
Employer (if self-employed, please state): _____
業務性質/職業 職位
Nature of Business / Employment: _____ Position: _____
全年收入(港幣)(請於適當的地方加上✓號)
Annual income (HK\$) (please tick appropriate box):
少於\$250,000 由 250,000-\$500,000 由 500,000-\$1,000,000 多於\$1,000,000
 Less than \$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 over \$1,000,000

2. 本人_____現授權寶通證券使用中央結算投資者戶口_____作為處理日後股票交收用途。
The company "KCG Securities Asia Ltd" is authorized at anytime to transfer the Securities from/to my investor account name:
_____ user ID No. _____ through CCASS for settlement purpose.

3. 通訊地址: All Correspondence to be sent to Client at the following address:

 以電郵收取帳戶月結單 email receive all statement of the account
電郵地址: E-mail address: _____

4. 銀行資料 (作交收用途)
Bankers (for settlement purpose)
銀行名稱 _____ 戶口號碼 _____
Bank Name: _____ Account No.: _____
 凡該戶口有任何餘款,請代本人存入以上銀行帳戶,直至另行通知。
Transfer all the balance of the account to my Bank account until further advice

5. 客戶是否為某上市公司之高級職員、董事或主要股東?
Is Client a senior officer, director or in control of any company whose shares are traded on any exchange or market?
是 否 (如是,請附上詳細資料)
 Yes No (if yes, please attach details) _____

6. 客戶是否香港聯合交易所有限公司會員之僱員或註冊人?
Is Client a registered person or an employee of a SEHK/HKFE member?
是 否 (如是,請列明)
 Yes No (if yes, please specify) _____

7. 投資目標:
Investment Objectives
長線 long term 高風險 high risk 增值 capital growth 短線 short term 低風險 low risk 股息收入 divided income

8. 投資經驗
Investment History
你曾否於證券市場買賣
Has Client ever traded before on any securities exchange? Yes No
如是,請列明:
If yes, please specify: traded in 股票 shares 認股證 warrants 期貨 futures 其他 others

9. 客戶資金來源是否來自如恐怖分子資金等籌集的高風險國家?
Client funding is from high-risk countries such as terrorists funds raised?
是 否 (如是,請列明)
 Yes No (if yes, please specify) _____

10. 客戶是否跟政治人物或有任何直接或間接聯繫?
Client have any direct or indirect contact with any politician?
是 否 (如是,請列明)
 Yes No (if yes, please specify) _____

11. 客戶是否戶口之最終受益人?
Is client the ultimate beneficial owner(s) of this Account? 是 Yes 否 No
若否,請註明最終受益之姓名
If no, please specify the ultimate beneficial owner's name: _____
香港身份證號碼/護照號碼 _____ 職業/年期 _____
HKID Card No./Passport No. _____ Occupation / Year: _____
地址: _____
Address: _____
你是否與寶通證券亞洲有限公司的職員/代理人有親戚關係?
Are you a relative of an employee/agent of KCG Securities Asia Ltd.?
 是,職員/代理人的名稱 _____ 關係 _____
Yes, Name of Employee / agent: _____ Relationship: _____
 否 No

客戶資料
CLIENT INFORMATION

CORPORATE CLIENT 公司客戶

(1) 公司名稱
Company Name: _____

(2) 公司註冊地區及日期
Country and Date of Incorporation: _____

(3) 公司註冊証編號
Certificate of Incorporation Number: _____
(附上由董事或秘書加簽的公司註冊證)
(A certified true copy of certificate of incorporation by company secretary or director must be attached)

(4) 商業登記証號碼
Business Registration Certificate Number: _____
(附上由董事或秘書加簽的公司註冊證)
(A certified true copy of certificate of incorporation by company secretary or director must be attached)

(5) 公司註冊地址
Registration Office: _____

(6) 香港地址
Hong Kong Address: _____

(7) 電話號碼 傳真號碼
Telephone Number: _____ Fax Number: _____

(8) 稅前純利 (港幣)
Annual Net Profit Before Tax (HK\$)

少於\$250,000	由 250,000-\$500,000	由 500,000-\$1,000,000	多於\$1,000,000
<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000-\$500,000	<input type="checkbox"/> \$500,000-\$1,000,000	<input type="checkbox"/> over \$1,000,000

(9) 股本
Share Capital

法定股本	股份	每張股票面值
Authorized share capital _____	shares of _____	par value each
已發行股本	股份	每張股票面值
Issued & paid up share capital _____	shares of _____	par value each

Directors/ Partners 董事/ 合伙人

1. _____

2. _____

3. _____

4. _____

5. _____

客戶是否戶口之最終受益人?
Is client the ultimate beneficial owner(s) of this Account? 是 Yes 否 No
 若否，請註明最終受益之姓名
 If no, please specify the ultimate beneficial owner's name: _____
 香港身份證號碼/護照號碼 職業/年期
 HKID Card No./Passport No. _____ Occupation / Year: _____
 地址
 Address: _____

你是否與寶通證券亞洲有限公司的職員/代理人有親戚關係?
 Are you a relative of an employee/agent of KCG Securities Asia Ltd.?
 是，職員/代理人的名稱 關係
 Yes, Name of Employee / agent: _____ Relationship: _____
 否 No

CORPORATE CLIENT 公司客戶

1. Guarantee

In consideration of KCG Securities Asia Ltd agreeing to open and/or continue to maintain account(s) for or to grant and/or continue to grant advances, give credit or provide facilities, to the Client (whose signature appears in paragraph 5 below), I/we, the undersigned, (the "Guarantor(s)") hereby jointly and severally (if more than one Guarantor), unconditionally and irrevocably guarantee to KCG Securities Asia Ltd the due observance and performance by the Client of all obligations contained in this Agreement and undertake that if for any reason, the Client fails to perform any of such obligations, the Guarantor shall as primary obligor perform such obligations and shall on demand indemnify and keep indemnified KCG Securities Asia Ltd from and against any all losses, cost and expenses which it may suffer by reason of any default on the part of the Client in the performance of the said obligations.

見證人姓名 Name of Witness:
見證人簽署 Signature of Witness:
電話 Tel:
地址 Address:
香港身份證 / 護照號碼 HKID / Passport No.:
日期 Date:

Note: please provide the following in relation to the Guarantor:

- (i) if individual, a copy of the Hong Kong identification card/ passport or
- (ii) if corporate, a certified copy of the board resolutions / a copy of the Memorandum and Articles of Association.

Unless otherwise agreed, KCG Securities Asia Ltd. shall be entitled to retain for its own use any interest and other benefit derived from the retention of any amount held for clients in the client trust account and such interest or benefit will not be accrued or payable to clients.

1. 擔保

由於寶通證券亞洲有限公司同意下列客戶（其簽名列於下開第 5 段）開設 / 繼續維持戶口或給予 / 或繼續給予墊支，提供信貸或提供額度，本人 / 吾等（“擔保人”）之共同及數個（如擔保人超過一個），提供無條件及不撤銷之擔保，承擔客戶有此合約內同意之責任。並保證，不論任何原因，當客戶沒有履行本協議所列出的任何或全部責任，擔保人將會以第一責任人身份，完成該等責任，並在接獲通知後，即時賠償給寶通證券亞洲有限公司所有客戶違約或沒有履行其責任而引致之全部費用和損失。

擔保人姓名 Name of Guarantor:
簽署 Signature:
電話 Tel:
地址 Address:
香港身份證 / 護照號碼 HKID / Passport No.:
日期 Date:

備註：請提供以下資料予擔保人：

- (i) 如屬個人戶口，請提供香港身份證或護照副本；
- (ii) 如屬公司戶口，請提供由董事及授權簽署人加簽的會議紀錄及公司組織章程

除非另有商定，客戶信託賬戶代表客戶持有的任何款項而產生的利息或其他利益而言，寶通證券亞洲有限公司有權保留自用而無需將該利息或利益累計或支付予客戶。



2. I/We hereby authorize the following persons operate the relevant account(s) with the relevant powers as set out below:

2. 本人／吾等授權下列人士以相關權力運作有關以下戶口：

姓名
Name:

姓名
Name:

香港身份證號碼／護照號碼：
HKID / passport no.:

香港身份證號碼／護照號碼：
HKID / passport no.:

地址及電話：
Address & phone no.

地址及電話：
Address & phone no.

簽署
Signature

簽署
Signature



Client Signature (with company chop if applicable)

客戶簽署（如適用，加公司印章）

Date 日期 :

客戶身份資料

CLIENT IDENTITY INFORMATION

TO:KCG SECURITIES ASIA LIMITED

致：寶通證券亞洲有限公司

I/We refer to the securities account(s) maintained with you. I/We agree that the following terms shall apply in respect of all Transactions conducted by us:-

本人／吾等於 年 月 日與閣下簽訂客戶協議書（「協議書」）。本人／吾等同意按該協議書進行的所有交易，均須遵守下列條款：—

If I/we effect transactions for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with my/our clients, I/we hereby agree that, in relation to a transaction where you have received an enquiry from the Exchange and/or the Securities and Futures Commission (the “Hong Kong regulators”), the following provisions shall apply.

若本人／吾等是以客戶的戶口進行交易，不論是否受客戶全權委託、以代理人身份抑或當事人身份與本人／吾等之客戶進行對盤交易，本人／吾等同意就閣下接獲聯交所及／或證券及期貨事務監察委員會（「香港監察機構」）查詢的交易而言，須遵守下列規定。

- (a) Subject to as provided below, I/we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the clients for whose account the transaction was effected and (so far as known to me/us) of the person with the ultimate beneficial interest in the transaction. I/We shall also inform the Hong Kong regulators of the identity address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.
- (a) 在符合下列規定下，本人／吾等須按閣下要求（此要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關所進行之戶口所屬客戶及（據本人／吾等所知）該宗交易的最終受益人的身份、地址、職業及聯絡資料。本人／吾等亦須知會香港監管機構任何發起有關交易的第三者（如與客戶／最終受益人不同者）的身份、地址、職業及聯絡資料。
- (b) (i) If I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account of trust, instructed me/us to effect the transaction.
- (b) (i) 若本人／吾等是為集合投資計劃、全權委託戶口或全權信託進行交易，本人／吾等須按閣下要求（該要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關該計劃、戶口或信託的身份、地址、職業及聯絡資料及（如適用）有關該名代表該計劃、戶口或信託向本人／吾等發出交易指示的人士的身份、地址、職業及聯絡資料。
- (ii) If I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, as soon as practicable, inform you when my/our investment discretion has been overridden. In the case where my/our investment discretion has been overridden, I/we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.
- (ii) 若本人／吾等是為集合投資計劃、全權委託戶口或全權信託進行交易，本人／吾等在本人／吾等全權代表該計劃、戶口或信託進行投資的權力已予撤銷時須在盡快可行的情況下通知閣下。在本人／吾等全權代客投資的權力已予撤銷的情況下，本人／吾等須按閣下要求（該要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關該名／或多名曾向本人／吾等發出有關交易指示的人士的身份、地址、職業及聯絡資料。
- (c) If I/we am/are aware that my/our client is acting as intermediary for its underlying client(s), and I/we do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, I/we confirm that:-
- (c) 若本人／吾等知悉本人／吾等之客戶乃作為其本身客戶之中介人進行交易，但本人／吾等並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則：
- I/We have arrangements in place with my/our client which entitle me/us to obtain the information set out in paragraph (a) and /or (b) from my/our client immediately upon request or procure that it be so obtained; and
 - 本人／吾等須與本人／吾等之客戶作出安排，讓本人／吾等可按要求立即向本人／吾等之客戶取得第(a)及／或(b)段的資料，或促使取得有關資料；及

- I/We will, upon request from you in relation to a transaction, promptly request the information set out in paragraph (a) and/or (b) from my/our client on whose instructions the transaction was effected, and provide the information to the Hong Kong regulators as soon as received from my/our client or procure that it be so provided.

- 本人／吾等將按 閣下就有關交易提出的要求，即行要求或促使向本人／吾等發出交易指示的客戶提供 (a)及／或(b)段的資料，及在收到本人／吾等之客戶所提交的資料後即呈予香港監管機構。

The above terms shall continue in effect notwithstanding the termination of the Agreement.

雖然合約終止，但以上所有條款均繼續實行。

In the presence of:

Name of Witness:

見証人姓名：_____

Occupation:

見証人職業：_____

Address:

見証人地址：_____

Client Signature (with company chop if applicable)

客戶簽署 (如適用，加公司印章)

Date 日期 : _____



Witness Signature

見証人簽名：_____

Date

日期_____

ACKNOWLEDGED AND ACCEPTED by
KCG SECURITIES ASIA LIMITED

經由 **寶通證券亞洲有限公司** 承認及接納

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

作為中介人的客戶 Client Acting as Intermediary

If we effect transactions for the account of customers, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with our customers, we hereby agree that, in relation to a transaction where you have received an enquiry from the SEHK and/or the SFC ("Hong Kong Regulators"), this Clause 11 shall apply and shall continue in effect notwithstanding the termination of this Agreement:

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

(b) (i) If we effect the transaction for a collective investment scheme, discretionary account or discretionary trust, we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed us to effect the transaction.

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

(c) If we are aware that our customer is acting as intermediary for its underlying customer, and we do not know the identity, address, occupation and contact details of the underlying customer for whom the transaction was effected, we confirm that:

(i) we have arrangements in place with our customer which entitle us to obtain the information set out in paragraph (a) and/or (b) from our customer immediately upon request or procure that it be so obtained; and

(ii) we will, upon request from you in relation to a transaction, promptly request the information set out in paragraph (a) and/or (b) from our customer on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as received from our customer or procure that it be so provided.

若吾等是以吾等之客戶的戶口進行交易，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與吾等之客戶行對盤交易，吾等同意就貴公司接獲聯交所及/或證監會(香港監管機構)查詢的交易而言，須遵守下列規定(此條款即使在此協議書終止後仍生效)：

(a) 在符合下列規定下，吾等須按貴公司要求(該要求包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關所進行交易之戶口所屬客戶及(據吾等所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。吾等亦須知會香港監管機構任何發起有關交易的第三者(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

(b) (i) 若吾等是為集合投資計劃、全權委託戶口或全權信託進行交易，吾等須按貴公司要求(該要求包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該計劃、戶口或信託的身份、地址及聯絡資料，及(如適用)向吾等發出交易指示的人士的身份、地址、職業以及聯絡資料。

(ii) 若吾等是為集合投資計劃、全權委託戶口或全權信託進行交易，吾等在吾等全權代表該計劃、戶口或信託的權力已予撤銷時須在盡快可行情況下通知貴公司。在吾等全權代客投資的權力已予撤銷的情況下，吾等須按貴公司要求(該要求包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該名/或多名曾向吾等發出有關交易指示的人士的身份、地址、職業及聯絡資料。

(c) 若吾等知悉吾等之客戶乃作為其本身客戶之中介人進行交易，但吾等並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則：

(i) 吾等須與吾等之客戶作出安排，讓吾等可按要求立即向吾等之客戶取得第(a)及第(b)段的資料，或促使取得有關資料；及

(ii) 吾等將按貴公司就有關交易的要求，即行要求或促使吾等發出交易指示的客戶提供第(a)及/或第(b)段的資料，及在收到吾等之客戶所提交的資料後即呈交予香港監管機構。



Client Signature (with company chop if applicable)

客戶簽署 (如適用，加公司印章)

Date 日期 :

風險披露聲明

RISK DISCLOSURE STATEMENTS

This Risk Disclosure Statement does not disclose all of the risks and other significant aspects of trading in securities. In light of the risks, you should undertake such transactions only if you understand the nature of the transactions into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

1. RISK OF SECURITIES TRADING

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

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

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

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

3. Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited

The securities under the Nasdaq-Amex Pilot program (PP) are aimed at sophisticated investors. You should consult your dealer and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

4. Risk of Providing An Authority To Lend Or Deposit Your Securities With Third Parties

There is risk if you provide your dealer or securities margin financier with an authority that allows it to lend your securities to or deposit them with certain third parties under section 81, 81A or 121AB of the Securities Ordinance (Cap.333) and related Rules. This is allowed only if you consent in writing. The consent must specify the period for which it is current, which cannot exceed 12 months.

本風險披露聲明旨在概述有關證券交易所涉及的風險，並不涵蓋該等買賣的所有相關風險及其他重要事宜。客戶在進行任何證券交易前，應先瞭解該交易的性質和客戶就此須承擔的風險程度。客戶應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

1. 證券交易的風險

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

2. 買賣創業板股份的風險

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

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

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

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

3. 在香港聯合交易所有限公司買賣納斯達克---美國證券交易所證券的風險

按照納斯達克---美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢交易商的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

4. 提供將你的證券借出予或存放於第三方的授權書的風險

向你的交易商或證券保證金融資人提供授權書，容許他根據[證券條例](第333章)第81、81A或121AB條及有關規則，將你的證券借出予或存放於第三方，存在一定風險。該項允許僅限於你已就此給予書面同意的情況下方行有效。上述書面同意必須指明有效期，而該段有效期不得超過12個月。

You are not required by any law to sign these authorities. But an authority may be required by dealers or margin financier, for example, to facilitate margin lending to the client or to allow the client's securities to be loaned to or deposited as collateral with third parties. Your dealer or margin financier should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities are lent to or deposited with third parties, those third parties will have a lien or charge on your securities. Although your dealer or securities margin financier is responsible to you for your securities lent or deposited under the authority, a default by it could result in the loss of your securities.

A cash account not involving securities borrowing and lending is available from most dealers. If you do not require margin facilities or do not wish your securities to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

5. Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. 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 a financing arrangement is suitable in light of your own financial position and investment objectives.

6. Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary and Client should ask the firm with which he deals for details in this respect.

7. Electronic trading

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

Acknowledgement by Client 客戶確認

I/We, the undersigned Client, acknowledge and confirm that I/We have been provided with this Risk Disclosure Statement in a language of my/our choice and that I/We am/are invited to read this Risk Disclosure Statement, ask questions and take independent advise if I/We wish. 本人/吾等為下述簽署客戶，確認本人/吾等已按照本人/吾等所選擇的語言獲提供本風險披露聲明；及已獲邀閱讀本風險披露聲明、提出問題及徵求獨立的意見(如本人/吾等有此意願)。

Client's Name 客戶名稱：_____

Client's Signature 客戶簽署 _____  Date 日期：_____

Staff Declaration 職員聲明

Name of Staff 職員名稱：_____ SFC CE Number 證監會識別號碼：_____

I hereby declare that I have provided this Risk Disclosure Statement in a language of the Client's choice and that the Client is invited to read this Risk Disclosure Statement, ask questions and take independent advice of the Client wishes. 本人確認已按照客戶所選擇的語言提供本風險披露聲明；及邀請客戶閱讀本風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

Signature 職員簽署 _____ Date 日期：_____

現時並無任何法例規定你必須簽署這些授權書。然而，交易商或證券保證金融資人可能需要授權書，以便例如向其客戶提供保證金貸款或獲許將有關客戶的證券借出予第三方或作為抵押品存放於第三方。你的交易商或證券保證金融資人應向你闡釋將為何種目的而使用授權書。

倘若你簽署授權書，而你的證券已借出予或存放於第三方，該等第三方將對你的證券具有留置權或作出押記。雖然你的交易商或證券保證金融資人根據該授權書而借出或存放屬於你的證券須對你負責，但上述交易商或證券保證金融資人的失責行為可能會導致你損失你的證券。

大多數交易商均提供不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

5. 保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。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”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額或繳付利息。假如你未能在指定時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。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是否適合你。

6. 交易設備

由電腦系統進行的電子交易服務，包括落單、交易執行、對盤、記錄或結算等。由於電子系統本身的弱點及不穩定，故很容易出錯。客戶因該出錯而可能獲得的補償亦只限於電子系統提供者、市場本身、結算所或證券商所規定的範圍內。由於所訂範圍各自不同，客戶可向有關證券商查詢。

7. 電子交易

由於電子交易系統各自不同，如果客戶採用電子交易系統進行交易，客戶可能面對電子系統的硬件及軟件出錯而帶來的交易風險，因而引至客戶的買賣單不能依照客戶的指令完成或甚至不能完成任何買賣。

客戶網上電子交易服務

CLIENT INTERNET ELECTRONIC TRADING SERVICES

In consideration of your agreeing at my/our request to open a cash securities electronic trading account(s) (the "Account") and operating the Account in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of Securities, I/we agree to operate the Account in accordance with and subject to the following terms and conditions:

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings:

"KCGMARKET" means the services and facilities provided by KSAL through the internet website "KCGMARKET.COM", including the Electronic Securities Trading Service, any information contained in the website and the software comprised in them;

"Agents" means all agents, associates, affiliates, information service providers, providers of execution, settlement and other facilities and providers of other financial products;

"Transaction" means an executed Instruction;

"Trading Password" means my/our personal identification number used when giving an Instruction to KSAL in Electronic Securities Trading Service;

"User Name" means my/our personal identification used in conjunction with the Logon Password to gain access to the Electronic Securities Trading Service

"Logon Password" means my/our personal password used in conjunction with the User Name to gain access to the Electronic Securities Trading Service;

"Instruction" means any instruction for the buying or selling of or otherwise dealing in any Securities;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Access Codes" means together the Logon Password, the Trading Password and the User Name;

"Electronic Securities Trading Service" means the electronic securities trading service and facility provided by you through KCGMARKET which enables me/us to give electronic Instructions through the internet, mobile phones or other electronic means, and the information services provided by KSAL;

"Account" means my/our cash securities electronic trading account with you;

"Business Day" means a day (other than Saturday) on which banks in Hong Kong are open for business;

"Securities" has the meaning given to that term in Schedule 1 of the Securities and Futures Ordinance; and

"Related Company" in relation to KSAL means a subsidiary or associate of KSAL, or a company in which KSAL is a subsidiary or associate, or a subsidiary or associate of a company in which KSAL is a subsidiary or associate.

1.2 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

1.3 Headings are inserted for convenience only and shall be ignored in construing the terms and conditions contained in the Agreement.

2. Electronic Securities Trading Services

2.1 I/We shall be the only authorized user of the Electronic Securities Trading Service under the Account. I/We shall be responsible for and shall take all steps and precautions for safeguarding the Access Codes against misuses by others and I/we shall indemnify KSAL against all losses, suits, claims, costs and expenses incurred by KSAL as a result of my/our failure to do so. I/We hereby authorize and request you to accept all Instructions given through

基於貴公司應本人/吾等請求，以本人/吾等名義或代表本人/吾等開立現金證券電子交易賬戶（「該賬戶」），作為及有關出售及購入證券用途，本人/吾等同意，按照以下條款及條件並受其限制下運作該賬戶：

1. 釋義

1.1 在本協議中，除非文意另有所指，否則下列詞語應具下列涵義：

「KCGMARKET」指寶通證券透過互聯網站「kcgmarket.com」提供的服務及設施，包括電子證券交易服務、該網站所載的任何資訊，以及屬於上述各項組成部分的軟件；

「代理人」指所有代理人、關聯人士、聯屬人士、資訊服務供應商、執行設施、交收設施及其他設施的供應商及其他財務產品供應商；

「交易」指已執行的指示；

「交易密碼」指電子證券交易服務中向寶通證券發出指示時使用的本人/吾等私人身分密碼；

「使用者名稱」指與接通密碼共同使用的本人/吾等使用者名稱，藉以接通電子證券交易服務；

「客戶密碼」指接通密碼、交易密碼及使用者名稱的統稱；

「指示」指任何證券的買入、出售或其他交易的任何指示；

「香港」指中華人民共和國香港特別行政區；

「接通密碼」指與使用者名稱共同使用的本人/吾等密碼，藉以接通電子證券交易服務；

「電子證券交易服務」指貴公司透過 KCGMARKET 提供的電子證券交易服務，藉此讓本人/吾等可透過互聯網、流動電話或其電子方式發出電子指示，以及寶通證券提供的資訊服務；

「賬戶」指本人/吾等於貴公司開立的現金證券電子交易賬戶；

「營業日」指香港的銀行公開營業的日子（不包括星期六）；及

「證券」具有證券條例及期貨條例附表 1 所訂的此用語涵義。

「聯繫公司」就寶通證券而言，指寶通證券的附屬公司或聯營公司，或寶通證券為該公司的附屬公司或聯營公司，或當寶通證券為某公司的附屬公司或聯營公司的情況下，該某公司的其他附屬公司或聯營公司。

1.2 凡表示單數的文字，其涵義亦包含複數，反之亦然；凡提述一種性別時，其涵義亦包含各種性別；凡表示人士的文字，其涵義亦包含商號或獨資經營、合夥、銀團及法團，反之亦然。

1.3 標題只為方便而設，在詮釋本協議所載的條款及條件時，可不予理會。

2. 電子證券交易服務

2.1 本人/吾等乃該賬戶電子證券交易服務的唯一獲授權使用者。本人/吾等將負責並採取一切步驟及預防措施，防止其他人士不當地使用客戶密碼，而本人/吾等就未能防止不當地使用客戶密碼令寶通證券產生的一切損失、控訴、索償、費用及支出而向寶通證券作出彌償。本人

- the Electronic Securities Trading Service using the Access Codes and you shall not be required to take any steps (other than the verification or authentication of the Access Codes) to verify such Instructions. I/We acknowledge and agree that I/we shall be solely responsible for and be bound by all Instructions given through the Electronic Securities Trading Service using the Access Codes and neither KSAL nor any directors, officers, employees or Agents of KSAL shall have any liability to me/us, or to any other person whose claim may arise through me/us, for any claims with respect to the handling, mishandling or loss of any Instruction.
- 2.2 I/We acknowledge that the information provided by KCGMARKET.COM, including but not limited to the real-time quote service available at the KSAL web site, which is provided by a third party provider appointed by you from time to time, is provided for my/our information only and you shall not be held responsible or liable for any error or omission contained in such information. I/We acknowledge and agree that I/we will use such information at my/our own risk and you shall not be responsible or liable to me/us for any losses, costs, expenses, damages or claims which I/we may suffer as a result of or in connection with such information. We further acknowledge and accept that such information and data are or may be protected by copyright laws, and are provided for our personal non-commercial use only, and we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service provider.
- 2.3 We acknowledge that KCG MARKET.COM is proprietary to you. We warrant and undertake that we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of KCG MARKET.COM
- 2.4 We further acknowledge and agree that, as a condition for using the Electronic Securities Trading Service, we shall immediately notify you if:
- (a) an instruction in respect of the Account has been placed through the Electronic Securities Trading Service and for which we have not received an order number;
 - (b) an instruction in respect of the Account has been placed through the Electronic Securities Trading Service and for which we have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
 - (c) we receive acknowledgement (whether by hard copy, electronic or verbal means) of a transaction for which we have not given an instruction or any similar irregularities; or
 - (d) we become aware of any unauthorized use of the Access Code or any unauthorized, unusual or irregular matters or occurrences in the Electronic Securities Trading Service or any error or malfunctioning of the Electronic Securities Trading Service.
- 2.5 We acknowledge that we should only place the instructions through KCGMARKET.COM. We agree that if any problem happens in this website which cause the failure of placing instructions, we should call KSAL and use another path to place instructions and we agree to pay the normal charge if need.
3. The Account
- 3.1 We hereby request and authorize KSAL to accept (written or verbal) trading instructions in relation to this Agreement given or purportedly given by the persons named in the Account Opening Form delivered with this Agreement or as otherwise advised (the "Authorized Persons") provided that settlement instructions in respect of the transfer of cash and/or Securities to a third party must be in writing. KSAL shall be entitled (but not obliged) to act on any instructions given or purportedly given on our behalf by the Authorized Persons, and KSAL shall not be responsible for any loss which we may incur as a result. KSAL shall not
- ／吾等特此授權及請求貴公司接受使用客戶密碼而透過電子證券交易服務發給的所有指示；而貴公司（除核實客戶密碼外）無需採取任何步驟核實有關指示。本人／吾等確認及同意，本人／吾等須獨自負責使用客戶密碼而透過電子證券交易服務發給的所有指示，並受其約束，而寶通證券、其任何董事、高級人員、僱員或代理人，就處理、不善處理或遺失任何指示有關的任何索償，無需向本人／吾等或透過本人／吾等提出任何索償的任何其他人士承擔任何責任。
- 2.2 本人／吾等確認，KCGMARKET 提供的資訊（包括（但不限於）寶通證券網站提供的即時報價服務，經貴公司不時委任的第三者供應商提供），僅供本人／吾等知照，對於有關資訊中所載的任何錯漏，貴公司無需負責。本人／吾等確認及同意，本人／吾等使用有關資訊的風險，由本人／吾等承擔，而有關資訊引致或導致本人／吾等蒙受的任何損失、費用、支出、損害或索償，貴公司無需負責。吾等進一步確認及接受，該等資料及數據受或可能受版權法律的保護，並供給吾等只作私人及非商業性用途，吾等不可以在未經該等服務供應商的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其他商業用途。
- 2.3 本人／吾等確認，KCGMARKET.COM 乃由貴公司專營。本人／吾等保證及承諾，本人／吾等不得及不可嘗試以任何方式擅自改動、更改、解編譯、反逆工程或以其他方式改動，亦不得嘗試未經許可接通 KCGMARKET.COM 的任何部分。
- 2.4 本人／吾等進一步確認及同意，如有下列情況，本人／吾等將會立即通知貴公司，作為使用電子證券交易服務的條件：
- (a) 本人／吾等於該賬戶透過電子證券交易服務發出指示後，而並無收到落盤編號；
 - (b) 本人／吾等於該賬戶透過電子證券交易服務發出指示後，而並無收到有關指示或其執行的準確確認（不論經硬本、電子或口頭方式確認）；
 - (c) 本人／吾等收到交易確認（不論經硬本、電子或口頭方式確認），而本人／吾等並無發出有關指示，或類似的合規情況；或
 - (d) 本人／吾等得悉任何未經許可使用使用者名稱、接通密碼或交易密碼，或電子證券交易服務中出現任何未經許可、不尋常或不合規格的事項或情況，或電子證券交易服務出現任何錯誤或故障。
- 2.5 吾等確認，吾等只可透過 KCG market.com 接通該賬戶並發出指示。吾等同意，如在透過此方法接通該賬戶或發出指示時如遇上任何問題，吾等將立即嘗試使用另一方法與貴公司聯絡，將吾等所遇上的困難通知貴公司。倘吾等透過 KCG market.com 以外的方法發出該賬戶的指示，則貴公司可徵收處理有關指示的額外費用。
3. 該賬戶
- 3.1 吾等茲要求和授權貴公司接受隨本協議交付的開戶表格所指定或另行指定之人士（授權人士）就本協議發出或旨在發出的（書面或口頭）交易指示。但有關向第三方轉讓現金和/或證券的交收指示必須以書面作出。
- 貴公司有權（但無義務）執行授權人士代表吾等發出或旨在發出的任何指示，但無需對吾等因此可能遭致的任何損失承擔任何責任。貴公司無任何義務核證代表吾等發出或旨在發出的指示的真實性，亦無義務核實發出指示

- have any obligation to authenticate any instruction given or purportedly given by or on our behalf, or to verify the identity of the persons giving instructions. We shall be fully and solely responsible for all transactions executed by KSAL in pursuance of instructions so given.
- 3.2 I/We warrant and represent that all documents and information contained in the "Client Information Statement" and any other information supplied by me/us is complete, true, up-to-date and correct. I/We agree to notify you of any changes in such documents or information promptly. You are entitled to rely on such information until you have received written notice from me/us of any changes therein.
- 3.3 I/We hereby authorize you to conduct a credit enquiry or check on me/us for the purpose of ascertaining my/our financial situation and investment objectives.
- 3.4 I/We agree that you may provide any information relating to the Account to the SEHK, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulation, or to you or any of your Related Companies, but shall otherwise keep such information relating to the Account confidential.
- 3.5 I/We understand and agree that, for our mutual protection, you may monitor or record any of my/our telephone conversations (if necessary) conducted with you.
- 3.6 Notwithstanding any of the other provisions of this Agreement, I/we shall pay all my/our indebtedness to you on demand or when due and, at your request, shall deposit such amounts in cash, securities or otherwise and maintain such security with you as you deem satisfactory or which may be required by the rules of any exchange or market, and such cash/security call shall be met immediately. I/We further acknowledge that you may at any time require me/us to deposit (in your sole and absolute discretion) sufficient cleared funds in the Account before carrying out any transactions in respect of any Securities on my/our behalf.
- 3.7 (a) I/We agree that when you have executed an Instruction on my/our behalf, I/we shall make payment to you against delivery of or credit to the Account for purchased Securities, or make good delivery of sold Securities to you, as the case may be.
- (b) Whenever and so often as you deem it advisable for your protection, by reason of my/our failure to make such payment or delivery of Securities by the due date as mentioned above or upon closure of the Account or termination of your relationship with me/us, you are hereby irrevocably authorized to:
- (i) transfer or sell any such purchased Securities to satisfy my/our obligations to you; or
- (ii) borrow and/or purchase such sold Securities to satisfy my/our obligations to you, in each case, without any liability on your part and the net proceeds of such sale shall be applied against my/our indebtedness to you and the cost of such borrowing and/or purchase (including all brokerage fee, interest and all other expenses) shall be borne by me/us.
- (c) I/We shall indemnify you on demand against any losses, costs, fees and expenses that you may incur in connection with my/our failure to meet any of my/our aforesaid obligations and any other settlement failures.
- 3.8 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase Securities to settle the Transaction, I/we shall not be responsible to you for the costs of your purchase for settling the Transaction.
- 3.9 Your records shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account. And as to the quantity and class of Securities owned by me or due from me in the Account.
- 3.10 You may impose monthly administration or other charges on the Account if there is no Transaction in the Account for more than one calendar year or such shorter period as you may at your sole and absolute discretion determine.
- 之人士之身份。對於根據此等指示而進行的交易，吾等將會負上全責及獨自承擔責任。
- 本人／吾等作出保證及陳述，「客戶資料表」所載的所有文件及資料，以及本人／吾等提供的任何其他資料，均屬詳盡、真實、最新及正確。本人／吾等同意，如有關文件或資料有任何更改，將即時通知貴公司。貴公司有權倚賴有關資料，直至收訖本人／吾等發出更改有關資料的任何書面通知為止。
- 本人／吾等特此授權貴公司對本人／吾等進行信用調查或檢查，藉此確定本人／吾等的財務情況及投資目標。
- 本人／吾等同意，貴公司可向聯交所、證監會或任何其他監管機構提供該賬戶的任何資料，藉以符合根據適用法律或規例對貴公司作出的規定或提供資料的要求，亦可向寶通證券的任何附屬機構提供有關資料，惟除此外必須將有關該賬戶的資料保密。
- 本人／吾等明白及同意，作為雙方的保障，貴公司可（如有需要）監察本人／吾等與貴公司的電話談話，以及將有關通話錄音。
- 儘管本協議載有任何其他規定，本人／吾等須應要求或於到期之時，支付本人／吾等所欠貴公司的所有債務，並須應貴公司要求，以現金、證券或其他方式，將貴公司認為滿意或任何交易所或市場的規則規定金額存於貴公司，並維持將有關抵押存於貴公司，亦須立即符合有關現金／抵押要求。本人／吾等進一步確認，貴公司可隨時要求本人／吾等，在代表本人／吾等進行任何證券交易之前，將充足（由貴公司獨自絕對酌情決定）的結清資金存入該賬戶。
- (a) 本人／吾等同意，當貴公司代表本人／吾等執行一項指示後，本人／吾等將會（視乎情況而定）於收到所購證券時或於所購證券記入該賬戶內時對訖付款，或將所售證券完好交付貴公司。
- (b) 若於上文所述到期日本人／吾等並不付款或交付證券，或該賬戶被取消或貴公司與本人／吾等的關係被終止時，若基於貴公司的保障而視為合宜時，本人／吾等特此不可撤銷地授權貴公司：
- (i) 轉讓或出售任何有關所購證券，藉以清償本人／吾等所欠貴公司的責任；或
- (ii) 借入及／或購入有關所售證券，藉以清償本人／吾等所欠貴公司的責任，
- 而於上述每項情況下，貴公司均無需承擔任何責任，有關出售所得收益，應用於清償本人／吾等所欠貴公司的債務，而有關借貸及／或購入證券的費用（包括經紀費、利息及所有其他支出）均由本人／吾等承擔。
- (c) 本人／吾等將應有關要求，就本人／吾等未能清償前述本人／吾等任何債務及未能結算任何其他項目所產生的任何損失、費用、收費及支出而向貴公司作出彌償。
- 就購入交易而言，若賣方經紀於結算日期未能交付證券，而貴公司須購入證券結算交易，則本人／吾等概不需向貴公司負責有關購入證券的費用。
- 貴公司有關於該賬戶借項或貸項的結餘金額紀錄，如無明顯錯誤，則作準論，並對本人／吾等具約束力。
- 若於超過一曆年或貴公司獨自絕對酌情決定的較短期間內，該賬戶並無任何交易，則貴公司可對該賬戶徵收每月行政或其他收費。
- 本人／吾等確認，貴公司不會向本人／吾等提供任何法

3.11 I/We acknowledge that you will not provide me/us with any legal, tax or accounting advice or advice regarding the suitability or profitability of any Securities. I/We also agree that I/we will not solicit or rely on any such advice from you or any of your directors, officers or employees. I/We agree to, independently and without reliance on KSAL, make my/our own judgements and decisions with respect to each Instruction. I/We assume full responsibility for Transactions in or for the Account and for my/our investment decisions. I/We acknowledge and agree that you and your officers, directors, employees and Agents will have no liability with respect to the Transactions in or for the Account or for my investment decisions.

4. Transactions

- 4.1 We hereby authorize you to engage any Securities broker or other Agent including any Securities broker or Agent to execute and complete instructions given by us, effect transactions under this Agreement. You may receive cash rebates or other similar payments in relation to such transactions and we consent to the retention by you of such rebates and such similar payments and confirm that you shall not be liable to account to us in respect of such rebates and payments. We acknowledge that such broker or Agent shall be deemed to be our broker or Agent for all purposes. We shall be responsible for all acts, omissions and defaults of such broker and Agent and You shall not be held responsible for any breach, non-observance or non-performance by such Securities broker or Agent of any obligations on his part to be observed or performed..
- 4.2 You shall act as my/our agent in effecting the Instructions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.
- 4.3 Subject to all applicable laws, codes, rules and otherwise, KSAL or any other clients of KSAL may take the opposite position to our orders whether the position is on their own accounts or on behalf of their other clients.
- 4.4 When a sale order relates to Securities which I/we do not own i.e. involves short selling, I shall notify you at the time when the Instruction is given. I/We agree to comply with all rules and procedures specified by any relevant regulatory bodies or you from time to time relating to short-sellings.
- 4.5 You shall not be responsible for delays in the transmission, receipt or execution of Instructions due to a breakdown or failure of transmission of communication facilities, or unreliable medium of communication or to any other cause.
- 4.6 You shall so far as you consider reasonably practicable sell and/or purchase Securities in accordance with Instruction given by me/us, provided always that you shall have a sole and absolute discretion to accept or reject any Instruction given by me/us. In particular, I/we acknowledge and agree that you shall have the right not to execute any Instruction until (where applicable): (a) there are sufficient cleared funds in the Account; and/or (b) there are sufficient Securities in the Account, for settlement of the relevant Transaction.
- 4.7 On all the Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as transaction levies or other applicable levies imposed by the SEHK or other relevant exchanges from time to time, and all applicable stamp duties, bank charges, transfer fees, interest and other expenses in respect of the Account or any Transaction. You may deduct such commissions, charges, levies, duties, fees, interest and expenses from the Account.
- 4.8 I/We acknowledge that the internet, the mobile phone network and other electronic communication facilities are, due to unpredictable traffic congestion and other reasons, inherently unreliable media of communication and that such unreliability is beyond your control. I/We understand and acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in an Instruction not being executed and/or delay in the execution of an Instruction and/or the execution of an Instruction at a price different from that prevailing at the time the Instruction was given. I/We further acknowledge and agree that there are risks of misunderstanding or errors

律、稅務或會計意見或有關於任何證券是否適合或其盈利的意見。本人／吾等亦同意，不會徵求或倚賴貴公司或貴公司任何董事、高級人員或僱員作出的任何有關意見。本人／吾等同意，本人／吾等將就每項指示作出本身獨立判斷及決定，並不倚賴寶通證券。本人／吾等將承擔該賬戶的交易及本人投資決定的全部責任。本人／吾等確認及同意，貴公司及貴公司的高級人員、董事、僱員及代理人，無需承擔該賬戶的交易及本人投資決定的任何責任。

4. 交易

- 4.1 吾等茲授權貴公司可使用任何證券經紀或其他代理人(包括任何屬於寶通集團成員的經紀或代理人)執行吾等的指示。貴公司可就此等交易收取任何現金回扣或類似的費用，吾等同意貴公司可保留回扣或費用並確認貴公司無義務就回扣或費用向吾等支付任何款項。吾等確認在任何情況下，該經紀或代理人均視為吾等之經紀或代理人。吾等同意對該經紀或代理人之所有行為、失責或疏忽負責，而貴公司無須對該經紀或代理人的任何違反、未遵守或未履行之責任承擔責任。
- 4.2 除非貴公司(在有關交易的成交單據或以其他方式)表示以主事人身分行事，否則貴公司須以本人／吾等的代理人身分進行交易。
- 4.3 在適用的法例、守則、規則及其他約束下，寶通或任何寶通集團成員公司或其客戶可採取吾等指令相反的立場，不管是出於自己本身或代其他客戶作出之決定。
- 4.4 當沽盤是有關非由本人／吾等擁有的即涉及賣空證券，我會在指令發出時通知你。我／我們同意遵守有關沽空任何相關監管機構或您不時指定的所有規則和程序。
- 4.5 若由於通訊傳送設施的損壞或故障、通訊媒介不可靠或任何其他原因導致延誤傳送、收訖或執行指示，則貴公司無需負責。
- 4.6 如貴公司認為合理切實可行，則可按照本人／吾等給予的指示出售及／或購入證券，惟貴公司具有獨自絕對酌量權決定接受或拒絕本人／吾等發給的任何指示。再者，本人／吾等確認及同意貴公司有權不執行任何指示，直至(如適用)(a) 該賬戶內有充足的結清資金為止；及／或(b) 該賬戶內有充足的證券為止，藉此結算有關交易。
- 4.7 在所有交易中，本人／吾等將支付貴公司佣金及收費，聯交所不時徵收的交易徵費或其他適用徵費，以及所有適用印花稅、銀行收費、過戶費、利息及該賬戶或任何交易的其他支出。貴公司可在該賬戶中扣除有關佣金、收費、徵費、稅款、利息、費用及支出。
- 4.8 本人／吾等確認，由於不可預見通訊擠塞及其他原因，互聯網、流動電話網絡及其他電子通訊設施，均為內在不可靠的通訊媒體，並在貴公司控制範圍之外。本人／吾等明白及確認，由於這些不可靠因素，傳送及收取指示及其他資料可能出現延誤，並由於有關延誤，可能導致未能執行任何指示及／或延遲執行有關指示及／或按與發給指示之時通行的價格不同的價格執行指示。本人／吾等進一步確認及同意，任何通訊存在誤解或錯誤的風險，而有關風險絕對由本人／吾等承擔。本人／吾等確認及同意，在發給指示之後，通常不可能取消指示。

in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

5. Securities and Cash Held for Me/Us

5.1 Any Securities which are held by you for safekeeping may, at your discretion:

- (a) be registered in my/our name or in the name of your associated entity; or
- (b)
 - (i) in the case of Securities in Hong Kong, be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong with an authorized financial institution, an approved custodian, or another intermediary licensed for dealing in securities; and
 - (ii) in the case of other Securities, be deposited in safe custody in a designated account with a financial institution or with any other institution which provides facilities for the safe custody of documents.

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

5.3 If, in relation to any Securities deposited with you but which are not registered in my/our name, any losses or expenses suffered by you therefrom, the Account may be debited (or payment made by me/us as may be agreed) with the proportion of such losses and expenses equal to the proportion of the total number or amount of related Securities which shall comprise of Securities held on my/our behalf.

5.4 Unless you have obtained my/our written direction or standing authority, you should not apply our Securities in Hong Kong pursuant to a Securities borrowing and lending agreement:

5.5 Any cash held for me/us, other than cash held outside Hong Kong shall be credited to a designated trust account or client account maintained with an authorized financial institution as required by applicable laws and rules from time to time.

5.6 Securities deposited with KSAL and/or its associated entity pursuant to this Agreement shall be at our sole risk and KSAL shall be under no obligation to insure any of them against any kind or risk, which obligation shall be our sole responsibility.

5.7 KSAL shall not be liable in respect of any loss or damage suffered by us due to or arising out of its handling or dealing with Securities deposited with it by us

6. Lien and Right of Sale over Securities and Other Property

6.1 You shall have a lien over any and all Securities, acquired for or on my/our behalf, or in which I/we have an interest (either individually or jointly with other) which are held for my/our account and all cash and other property at any time held by you on my/our behalf all of which shall be held by you as a continuing security for the payment and/or discharge of my/our obligations to you arising from the business of dealing in Securities and:

- (a) such security shall include all dividends or interest paid or payable after the date hereof on such Securities and all stocks, shares (and the dividends or interest thereon) rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities;

5. 代表本人／吾等持有證券及現金

5.1 由貴公司保管而持有的任何證券，可由貴公司酌情決定：

- (a) 以本人／吾等或貴公司的代名人義登記；或
- (b)
 - (i) 倘為香港的證券，存放在認可機構或證監會核准的某些其他機構；及
 - (ii) 倘為其他證券，存放在金融機構或提供安全保管文件設施的任何其他機構開立的指定賬戶。

5.2 倘證券並非以本人／吾等名義登記，有關證券產生的任何股息或其他利益，於貴公司收訖後，須記入該賬戶或付給或轉給本人／吾等。倘有關證券屬於代表貴公司客戶持有較大持有量的完全相同證券中的一部分，則本人／吾等有權按本人／吾等佔總持有量的比例，獲得有關持有量證券產生的利益。

5.3 就存於貴公司而並非以本人／吾等名義登記的證券而言，如貴公司因而蒙受任何損失或支出，則可在該賬戶中扣除（或經協議後由本人／吾等支付）有關損失及支出中相等於代表本人／吾等持有證券佔所組成證券總額或金額的比例部分。

5.4 除非貴公司取得本人／吾等書面指示或常設授權，否則貴公司不得根據證券借貸協議運用吾等於香港的證券。

5.5 貴公司代表本人／吾等持有的任何現金（於海外有的現金除外）須記入根據不時適用法律及規則所規定，在認可財務機構設立的信託賬戶或客戶賬戶。

5.6 證券存放於根據本協議 KSAL 及/或其關聯實體應當成為我們唯一的風險和 KSAL 應是沒有義務，以確保任何人對任何種類或風險，這責任是我們唯一的責任。

5.7 就由我們或產生其處理或處理證券存放於該由我們因蒙受的任何損失或損害 KSAL 概不負責。

6. 證券及其他財產之留置權及出售權利

6.1 對於貴公司代表本人／吾等購入或本人／吾等具有權益（不論個別或與其他人士共同享有權益）並代表本人／吾等持有的任何及所有證券，以及貴公司於任何時間代表本人／吾等持有的所有現金及其他財產，貴公司均享有留置權，並由貴公司持有上述證券、現金及其他財產作為支付及/或付清本人／吾等由於買賣證券事項所欠貴公司債務的持續抵押，而：

- (a) 有關抵押包括本文日期之後有關證券獲付或應付給有關證券的所有股息或利息，以及於任何時間藉有關證券的贖回、紅股、優先股、認購股或其他方式產生或提供的所有股票、股份（及其股息及利息）權利、款項或財產；
- (b) 吾等授權貴公司認為適合的時間、方式、價

- (b) discretion to determine which Securities are to be disposed of as when and how and at such price and on such terms as you shall think fit for the purpose of settling any liability owed by us to you, its associated entity or a third person;
- (c) you are authorized to close the whole or any part of our short selling position (and KSAL shall have absolute discretion to determine which position is to be closed) as when and how and at such price and on such terms as you shall think fit for the purpose of settling any of our short sold position with you, its associated entity or a third person; and
- (d) such security shall be in addition to and shall not prejudice or be prejudiced by any right of set-off or other security which you may hold at any time for my/our indebtedness to you or by any release modification or abstention from enforcement thereof or other dealing therewith.
- 7. Interest**
- 7.1 I/We hereby agree to pay interest upon demand being made by you on all overdue balances owing by me/us to you (including interest arising after a judgment debt is obtained against me/us), at such rates and on such terms as you may at your sole and absolute discretion determine from time to time and as notified to me/us.
- 7.2 Unless otherwise agreed, KSAL shall be entitled to retain for its own use any interest and other benefit derived from the retention of any amount held for us in the designated trust account or client account, and such interest or benefit will not be accrued or payable to us.
- 8. Laws and Rules**
- 8.1 The operation of the Account is subject to the relevant provisions of the constitution, rules, regulations, bye-laws, directions, customs and usages of the relevant exchange or market and its clearing house, if any, where the transactions are executed and in conformity with the applicable laws and regulations of the relevant governmental authorities as amended from time to time. All actions taken by you in accordance with such laws, rules, regulations, bye-laws, directions, customs and usages shall be binding on me/us.
- 8.2 The rules of relevant exchange, clearing house and depository agency or any regulators, in particular those rules which relate to trading and settlement, shall be binding on both you and me/us in respect of all transactions concluded pursuant to Instructions.
- 9. Termination**
- 9.1 You shall have the right exercisable at your sole and absolute discretion at any time to close the Account and/or terminate this Agreement without providing any reason therefor at any time by giving me/us a notice in writing. Such notice shall not affect any Transaction entered into by you prior to your giving of such notice and shall be without prejudice to any of your rights or powers.
- 9.2 Upon the giving of the termination notice under Clause 9.1, you may terminate all accounts (including the Account) in my/our name with you and convert all monies held in or for such accounts into Hong Kong dollars and sell, dispose of or otherwise deal with in whatever manner realize any Securities in such accounts and subject to the full payment of all money owed by me/us to you, you shall:
- (a) credit any balance on such accounts to my/our bank account;
- (b) send by post at the risk of my/our account to my/our last known address a cheque in the amount of the credit balance of such accounts; or
- (c) deliver to me/us personally or to my/our duly authorized agent or attorney a cheque in the amount of the credit balance of such accounts; and send to me/us all documents of title relating to the Securities in such accounts.
- 格及條款，處置有關證券的全部或任何部分(貴公司有絕對酌情權決定處置何種證券)，以解除吾等對貴公司、其有聯繫實體或第三者所負的法律責任；
- (c) 吾等授權貴公司按貴公司認為適合的時間、方式、價格及條款，將吾等全部或任何部分的賣空倉進行平倉(貴公司有絕對酌情權決定將何種證券的賣空倉進行平倉)，以解除吾等對貴公司、其有聯繫實體或第三者所負的法律責任；及
- (d) 有關抵押為附加抵押而不損害或受損於貴公司基於吾等所欠貴公司的債務而持有的全何抵消權利或其他抵押，亦不受任何解除、修改或放棄強制執行有關抵押或其他事項所損害。
- 7. 利息**
- 7.1 本人／吾等特此同意，將應貴公司作出的要求，按貴公司不時獨自絕對酌情決定並通知本人／吾等的利率及條款，支付本人／吾等所欠貴公司的所有逾期未清償款項的利息，包括針對本人／吾等所取得判定債項的利息。
- 7.2 除非另有商定，就所述信託賬戶或客戶賬戶而代表吾等持有的任何款項而產生的利息或其他利益而言，貴公司有權保留自用，貴公司無需將該利息或利益累計或支付予吾等。
- 8. 法律與規則**
- 8.1 該賬戶之運作，需受不時修訂的有關地區交易所、市場及結算公司的法例、規則、規例、附例、指引、慣例及用法所規限。貴公司根據有關法例、規則、規例、附例、指引、慣例及用法採取的所有行動，對本人／吾等均具約束力。
- 8.2 就根據指示成交的所有交易而言，聯交所及中央結算公司的規則（尤其與交易及結算有關的規則）對貴公司及本人／吾等均具約束力。
- 9. 終止**
- 9.1 於任何時間給予本人／吾等書面通知後，貴公司可隨時獨自絕對酌情決定行使權利，取消該賬戶及／或終止本協議，無需就此提供任何理由。有關通知並不影響貴公司於發出通知之前所訂立的任何交易，亦不損及貴公司的任何權利或權力。
- 9.2 在根據第 9.1 條發出終止通知後，貴公司可終止以本人／吾等名義在貴公司開立的所有賬戶（包括該賬戶），將有關賬戶所持有的所有款項兌換成為港元，並出售、處置或以其他方式變現有有關賬戶的任何證券，而於全數支付本人／吾等所欠貴公司的所有款項後，貴公司：
- (a) 須將有關賬戶內的任何結餘存入本人／吾等的銀行賬戶；
- (b) 可藉郵遞方式，將金額為有關賬戶的貸項結餘的支票，寄交本人／吾等為人所知最後地址，郵誤風險由本人／吾等承擔；或
- (c) 將金額為有關賬戶結餘的支票，面交本人／吾等或送交本人／吾等的正式授權代理人或受權人，並將有關賬戶證券的一切所有權文件送交本人／吾等。

- 9.3 You and your directors, officers, employees and Agents shall have no liability for any loss thereby suffered and I/we shall not make any claim concerning the manner or timing of such actions.
- 9.4 I/We agree to indemnify you and your directors, officers, employees and Agents on demand for any loss, cost, claim, liability or expense arising out of or in connection with any breach by me/us of my/our obligations hereunder including any costs incurred by you in collecting any debts due to you or in connection with the closure of the Account.
- 10. General**
- 10.1 You may, at any time, set off, combine or consolidate all or any of such accounts as are for the time being opened and maintained by me/us with you or any of your Related Companies, including the Account, for use in connection with the trading in Securities.
- 10.2 I/We agree that you and your directors, officers, employees and Agents shall not be liable for any delay or failure to perform any of your obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you, your directors, officers, employees or Agents do not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.
- 10.3 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 10.4 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by any court or regulatory agency or body, such invalidity, illegality or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid, illegal or unenforceable provision were not contained here.
- 10.5 Where we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed, as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.
- 10.6 Where any written instruction or any other written communication from me/us is given by facsimile, I/we hereby authorize you to accept such facsimile message from me/us as a valid and effective instruction or communication from me/us, and I/we shall fully indemnify you on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceedings whatsoever which you may incur, suffer or sustain as a result of or arising from your acceptance, reliance on or acting upon those instructions or communication. I/We acknowledge that any notices and communications to you shall be sent or delivered or communicated (as the case may be) to an address or location as notified by you from time to time.
- 10.7 All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile, telephone or e-mail to any number or e-mail address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex or e-mail) or communicated (in the case of telephone or facsimile transmission) and that no such notice or communication need be signed on your behalf.
- 10.8 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by me/us unless you shall receive from me/us written notice to the contrary within 5 days after such notice, statement,
- 9.3 對於因而蒙受的任何損失，貴公司及貴公司的董事、高級人員、僱員及代理人無需承擔任何責任，而對於有關行動的方式或時間性，本人／吾等不會作出任何索償。
- 9.4 本人／吾等同意，將應有關要求，就本人／吾等違反本協議中本人／吾等的任何義務（包括貴公司於追收所欠貴公司的任何債項或取消該賬戶而產生的任何費用）所產生或有關的任何損失、費用、索償、債務或支出，而向貴公司及貴公司的董事、高級人員、僱員及代理人作出彌償。
- 10. 一般規定**
- 10.1 貴公司可隨時抵銷、合併或綜合本人／吾等當時在寶通證券的任何附屬機構開立或維持並基於交易證券而使用的所有或任何賬戶，包括該賬戶在內。
- 10.2 本人／吾等同意，對於延遲或不履行本文的貴公司任何義務，或基於貴公司及貴公司的董事、高級人員、僱員及代理人控制範圍以外的任何情況或情形（包括（但不限於）政府限制、交易所或市場判決、暫停交易、電子或機械設備、通訊線路或電話故障或其他接駁問題、未經許可接通、偷竊、戰爭（不論有否宣戰）、惡劣天氣、地震及罷工）直接或間接引致的任何損失，貴公司及貴公司的董事、高級人員、僱員及代理人無需承擔任何責任。
- 10.3 若貴公司業務有任何重大改變，對貴公司向本人／吾等提供的服務造成影響，貴公司須通知本人／吾等。
- 10.4 若本協議的任何規定被任何法院或監管機構或團體判定失效、不合法或不可強制執行，則有關失效、不合法或不可強制執行者，只限於有關規定。其餘規定的有效性，並不因而受到影響，並可執行本協議，猶如並無載述任何有關失效、不合法或不可強制執行規定一樣。
- 10.5 倘吾等包含多於一人，則吾等每人的責任，應為共同及各別責任。凡提述吾等時，如文意有所指，則應詮釋為吾等中任何人及每人。貴公司有權對吾等中任何人作出獨立處理（包括付清任何債務），並不影響其他人的債務。
- 10.6 倘本人／吾等以傳真方式發出任何書面指示或任何其他書面通訊，本人／吾等特此授權貴公司，接受本人／吾等發出的有關傳真訊文，作為本人／吾等發出的有效及有作用的指示或通訊，而本人／吾等將應要求，就貴公司接受、倚賴或根據有關指示或通訊行事引致貴公司產生、蒙受或承受的所有損失、損害、利息、費用、支出、訴訟、索償、法律程序，而向貴公司作出全數彌償。本人／吾等確認，發給貴公司的任何通知及通訊，應送交、交付或傳達（視乎情況而定）貴公司不時通知的地址或地點。
- 10.7 發給本人／吾等的所有通知及通訊，如藉郵遞方式寄交貴公司紀錄所載的本人／吾等營業、住宅或郵寄地址，或基於有關用途而不時通知貴公司的任何地址，或以電傳、傳真、電話或電郵方式發給任何號碼或電郵地址，應為有效發出有關通知或通訊，並於(a) 郵寄有關通知後第二個營業日（如以郵遞方式發出）及(b) 於交付（如以面交方式交付）、發送（如以電傳或電郵方式發出）或傳送（如以電話或傳真方式傳送）之時當作收到有關通知或通訊，而上述所有通知或通訊，無需代貴公司簽署。
- 10.8 任何通知、結單、確認書或其他通訊顯示或提述的每次交易及每份賬戶結單，當作經授權、正確及經本人／吾等追認及確認處理，除非貴公司於當作本人／吾等收訖有關通知、結單、確認書或其他通訊收訖之日後五天內收到本人／吾等的相反書面通知，則不在此限。

- confirmation or other communication is deemed to have been received by me/us.
- 10.9 To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us. If I/we do not accept such amendment, I/we shall notify you in writing within 3 days after my/our receipt of such notice. All amendments shall come into effect immediately upon my/our deemed receipt of your notice and shall be binding upon me/us if I/we continue to operate and maintain the Account without notifying you of my/or refusal to accept the amendment within 3 days.
- 10.10 No failure or delay by you in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver by you of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 10.11 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other party except with your prior written consent.
- 10.12 If I/we give any Instruction to you outside Hong Kong, I/we agree to ensure and warrant and represent to you that such Instruction is given in compliance with all applicable law of the relevant jurisdiction from which my Instruction is given, and I/we further agree that I/we shall, when, in doubt, consult legal advisers of the relevant jurisdiction. I/we accept that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable and I/we authorize you to make all deductions and withholdings for such purpose. I/We agree to indemnify you on demand for any damages, losses, costs, actions, demands or claims you may suffer or incur in connection with or arising from my giving any Instruction outside Hong Kong.
- 10.13 I/We confirm that I/we have read the English/Chinese version of this Agreement and that I/we have been given sufficient opportunities to raise any questions that I/we have, and that I/we fully understand and accept this Agreement. In the event that there is inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.
- 10.14 This Agreement and all rights, obligations and liabilities under this Agreement are governed by and may be enforced in accordance with the laws of Hong Kong.
- 10.9 在法律准許的範圍內，於通知本人／吾等後，貴公司可不時修訂本協議的任何款項及條件。若本人／吾等不接受有關修訂，本人／吾等須於本人／吾等收訖有關通知後三天內書面通知貴公司。在當作本人／吾等收訖貴公司有關通知後，所有修訂立即生效，如在三天內並無通知貴公司有關本人／吾等拒絕接受有關修訂並繼續運作及維持該賬戶，則有關修訂對本人／吾等具約束力。
- 10.10 貴公司不行使或延遲行使本協議的任何權利、權力或特權，並不當作放棄有關權利、權力或特權，而貴公司放棄本協議的任何權利、權力或特權，並不排除另行或進一步行使有關權利、權力或特權，亦不排除行使本協議的任何其他權利、權力或特權。
- 10.11 本人／吾等不得將本協議的本人／吾等任何權利及／或義務轉讓予任何其他人士，獲貴公司事前書面同意者除外。
- 10.12 若本人／吾等於香港境外向貴公司發出指示，本人／吾等同意確保（並作出保證及陳述）有關指示須遵照發出本人指示的有關司法管轄區適用法律發出，而本人／吾等進一步同意，本人／吾等如有疑問，將會諮詢有關司法管轄區的法律顧問。本人／吾等接受，在香港境外發出任何指示，可能須向有關當局繳納稅項或收費，而本人／吾等同意繳納有關稅項及收費，本人／吾等亦為此授權貴公司支付所有扣款及預繳稅項。本人／吾等同意應有關要求，就本人在香港境外發出任何指示令貴公司蒙受或產生的任何損害、損失、費用、訴訟、要求或索償而向貴公司作出彌償。
- 10.13 本人／吾等確認，本人／吾等已閱讀本協議的英文／中文本，本人／吾等亦獲提供充分機會，提出本人／吾等存有的任何問題，而本人／吾等完全明白及接受本協議。倘本協議的中、英文本之間有所抵觸，則以英文本為準。
- 10.14 本協議及本協議的所有權利、義務及責任，均受香港法律管轄，並可按照香港法律強制執行。

I/We would like to apply the internet electronic trading service, I/We acknowledge and accepted the above clauses.

本人／吾等願意申請網上電子交易服務，本人／吾等知悉及接受以上條款。



Client Signature (with company chop if applicable)
 客戶簽署（如適用，加公司印章）
 Date 日期 :

Service charge for real time quotation

I / We, the undersigned client, authorizes the KCG Securities Asia Limited (" the Company ") to debit my / our account of following prepay amount every 6 months as the service charge of using kcgmarket.com for real time quotation provided by the Company.

Please choose the following service:

	Standard internet platform HK\$380 per month
	Standard internet platform China version HK\$280 per month
	Apple IOS/Android mobile platform HK\$380 per month
	Apple IOS/Android mobile platform China version HK\$280 per month
	Both platform as above HK\$380 per month
	Both platform as above China version HK\$280 per month

Remarks:

One month advance notice for cancellation the service
China version means the version for user only use real time quote in Mainland China

網絡證券交易及實時串流報價收費

我 / 我們 (在下方簽署之客戶) , 授權寶通證券亞洲有限公司 (公司) 每半年預付方式從我 / 我們的帳戶中扣除以下款項作為我 / 我們利用貴公司所設的網站 kcgmarket.com 作證券報價的費用。

請選以下一款服務:

	一般網絡桌面電腦平台每月港幣 380 元正
	一般網絡桌面電腦平台中國版每月港幣 280 元正
	Apple IOS/Android 手機平台每月港幣 380 元正
	Apple IOS/Android 手機平台中國版每月港幣 280 元正
	以上兩款平台每月港幣 380 元正
	以上兩款平台中國版每月港幣 280 元正

備註:

如欲取消以上服務,需要一個月前通知
中國版指只能即時報價只能在中國境內使用



Client Signature (with company chop if applicable)
客戶簽署 (如適用, 加公司印章)
Date 日期 :

寶通證券亞洲有限公司
KCG SECURITIES ASIA LIMITED
風險披露聲明書（創業板）
GROWTH ENTERPRISE MARKET (“GEM”)
RISK DISCLOSURE STATEMENT

1. I/We acknowledge that the price of securities traded on GEM can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities traded on GEM. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
 2. I/We understand that GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, I/we understand that companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I/We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
 3. I/We am/are aware of the potential risks of investing in such companies and understand that I/we should make the decision to invest only after due and careful consideration. I/We understand the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
 4. Given the emerging nature of companies listed on GEM, I/We understand there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.
 5. I/We further understand that the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazette 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.
 6. I/we acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. I/We understand that I/we should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities.
 7. I/We understand that I/we should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
1. 本人／吾等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，甚致可能變成毫無價值。買賣創業板證券不一定獲利，而且存在著可能損失的風險。本人／吾等也知道將證券交給 閣下保管可能存在風險。例如當 閣下持有本人／吾等的證券而 閣下無力償債時，本人／吾等取回證券的時間可能會受到嚴重阻延。本人／吾等願意承擔此等風險。
 2. 本人／吾等明白創業板之市場設計乃為可能附有高風險的公司而設，本人／吾等亦尤其明白公司可在沒有往績紀錄及在不需負責預測未來表現的情況下在創業板上市。本人／吾等清楚了解，因創業板上市公司的新興發展性質，其營運的業務行業或國家而所引致的風險。
 3. 本人／吾等知道投資在此類公司的潛在風險，故此本人／吾等明白必須經過審慎考慮後才作出投資決定。本人／吾等亦明白創業板的較高風險性質及其他特點，應當更適合專業及其他熟悉投資技巧的投資者。
 4. 基於創業板上市公司的新興發展性質，本人／吾等明白於創業板進行買賣將可能面對比較於主板買賣證券為高的市場波幅及不確保於創業板買賣時得到一個有流通量的市場。
 5. 本人／吾等亦明白創業板的主要信息發放渠道是透過聯交所運作的互聯網網頁刊發消息。創業板上市公司一般不須在憲報所登的報章上刊登付費公告。因此，本人／吾等知悉本人／吾等須獲取經由創業板網頁發佈的創業板上市公司的最新資料。
 6. 本人／吾等確認此風險披露聲明書並不能中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料搜集及研究有關證券的買賣。
 7. 本人／吾等明白如本人／吾等對此風險披露聲明書的任何方面或對買賣創業板證券的性質及風險有不明確或不明白之處，本人／吾等須取得獨立專業的意見。

8. I/We understand that the signing of this risk disclosure statement is mandatory under the Rules of the Exchange. I/We understand that you 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/s.
9. This risk disclosure statement has been fully explained to me/us by [name/position of registered person] _____ and I/we fully understand the contents hereof. I/We understand that you are required under the Rules of the Exchange to ensure that I/we am/are provided with a copy of this risk disclosure statement signed and dated by me/us and contains the declaration by [name/position of registered person] _____.

8. 本人/吾等明白簽署此風險披露聲明書是交易所規則的性規定。本人/吾等明白本人/吾等未能簽署及確認此聲明書，閣下將不可以執行本人/吾等於創業板買賣的指令。

9. 此風險披露聲明書已由[註冊人士之姓名/職務] _____向本人/吾等全部解釋清楚，而本人/吾等亦明白其內容。本人/吾等明白根據交易所規則閣下必須為本人/吾等提供此份由本人/吾等簽署及填上日期、並載有由[註冊人士之姓名/職務] _____的聲明的風險披露聲明書之副本。



 Client Signature (with company chop if applicable)
 客戶簽署 (如適用，加公司印章)
 Date 日期 :

Declaration by registered PERSONAL

註冊人士的聲明

I, _____ (name of registered person)
 have fully explained the contents of this risk disclosure statement
 to _____ (name of client) at

 _____ (address
 where the explanation took place) in a language which he/they
 understands(s).

我(註冊人士之姓名) _____
 經已於(進行解釋的地址) _____

 以他/他們明白的語言，向(客戶姓名) _____
 全部清楚解釋此風險披露聲明的內容。

 Signed by registered person
 Date

 註冊人士簽署
 日期

Knowledge of Derivatives 衍生產品的認識

1. Have you ever attended any courses or seminars on structured or derivative product(s)?
您曾否接受過有關結構性或衍生產品的培訓或相關課程?
 是 Yes 否 No
2. Has any of your current work experience been related to structured or derivative product(s)?
您現時的工作經驗是否與結構性或衍生產品有關?
 是 Yes 否 No
3. Has any of your previous work experience ever been related to structured or derivative product(s)?
您以往的工作經驗是否與結構性或衍生產品有關?
 是 Yes 否 No
4. Do you ever have any trading experience in structured or derivative product(s)?
您以往曾否有買賣結構性或衍生產品的經驗?
 是 Yes 否 No

Please state the structured or derivative product(s) you traded:

請提供您以往有買賣的結構性或衍生產品:

- Callable Bull/Bear Contracts (CBBC) 牛熊證
- Derivative Warrants 衍生認股證
- Equity Linked Instruments / Notes (ELI/ELN) 股票掛鈎產品
- Exchange Traded Convertible Bonds 交易所買賣換股債券
- Exchange Traded Funds 交易所買賣基金
- Futures and Options 期貨或期權合約交易
- Rights 供股權
- Stock Options 股票期權
- Others 其他: _____

5. Have you executed five or more transactions in structured or derivative products within the past three years?
您曾否在以往三年內執行過五宗或以上結構性或衍生產品交易?
 是 Yes 否 No

Although I/We may not have any experience of trading structured or derivative products, I/We still wish to trade the products.

After the explanation from KCG Securities Asia Limited, I/We understand the risks of trading structured or derivative products, I/We are willing to accept all the risks related to the trading of the products.

儘管本人/吾等可能沒有相關結構性或衍生產品交易經驗，本人/吾等基於本人/獨立判斷仍需要進行結構性或衍生產品交易。

經寶通證券解釋買賣相關結構性或衍生產品的風險後，本人/吾等理解及願意承擔所有相關結構性或衍生產品風險。



Client Signature (with company chop if applicable)
客戶簽署 (如適用，加公司印章)

Date 日期 : _____

Internal use only

Management		Internet trade	
Dealing		Real time quote	
Settlement		Derivative	
		S.B.L	

Individual account

1	Copy of identity card / passport	
2	Copy of address proof (within 3 months)	
3	Authorization letter (if applicable)	
4	Copy of authorizee's identity card / passport	

Corporate account

1	Copy of business registration	
2	Copy of Certificate of Incorporation	
3	Memorandum and Articles of Association	
4	Copy of Register of Directions and Members	
5	Copy of Register of Directors and Shareholders	
6	Copy of director(s) identity card / passport	
7	Board minutes for account opening	
8	Latest annual report	
9	Audit report of the company	
10	Authorization letter to assign representatives	
11	Copy of the authorizee's identity / passport	
12	Copy of the personal guarantee's identity card / passport	